

REGULAR MEETING

SEPTEMBER 20, 2023



Imperial City Council

Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

September 20, 2023

Closed Session at 06:30 pm

Open Session at 07:00 pm

The Imperial City Council meetings, including public comments, are being livestreamed on the city's social media pages. By remaining in the room, you are giving your permission to be recorded.

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time. Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28CFR 35.102-35.104 ADA title II].

6:30 P.M. CLOSED SESSION

CALL TO ORDER:

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: The City Council welcomes public input. Members of the public may address the City Council on Closed Session items by contacting the City Clerk's Office at 760-355-3334. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – G.C § 54956.7 (b)(1)

Title of Position: City Manager

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar prior to that portion of the agenda. For purposes of the official city record, the City Council may take care of these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

PUBLIC COMMENT: There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

Matters not appearing on the agenda: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation. It is requested that longer presentations be submitted to the City Clerk’s Office in writing 48 hours before the meeting.

A. SPECIAL PRESENTATIONS:

- A-1.** Proclamation Declaring the Month of September as Suicide Prevention Awareness Month in the City of Imperial.
- A-2.** Proclamation Declaring the Month of September as Childhood Cancer Awareness Month in the City of Imperial.

B. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council with one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the Mayor.

- B-1.** Approval of Claims and Warrants Report.
- B-2.** Continue Emergency Action as Declared by Resolution No. 2023-21 for Repairs to Aten Road & Highway 86 Intersection.
- B-3.** Continue Emergency Actions as Declared by Resolution No. 2023-51 for Manhole in Area of 13th Street and C Street.
- B-4.** Continue Emergency Actions as Declared by Resolution No. 2023-53 at Aten & Cross Lift Station.

C. ACTION ITEMS (DISCUSSION/ACTION- APPROVE-DISAPPROVE):

- C-1.** Approve and Adopt the Job Description for the Geographic Information Systems (GIS) Project Manager, and Authorize to Reclassify the Full-Time Allocation of GIS Coordinator, Salary Range 75 to GIS Project Manager, Salary Range 92.

Staff Report: Kristen Smith, Human Resources Manager

Recommended Action: Staff Recommends Approval of the GIS Project Manager Job Description and to Re-Classify the Full-Time Allocation of GIS Coordinator to GIS Project Manager.

- C-2.** Approval of Agreement Between the City of Imperial and 2K Tower Services, LLC., for Professional Services for the Term of One (1) Year in an Amount Not to Exceed the Annual Amount of \$20,000.00.

Staff Report: Alejandro Estrada, Director of Information Technology

Recommended Action: Staff Recommends Approval of the Attached Professional Services Agreement.

- C-3.** Discuss, Approve/Disapprove Purchase of Budgeted Pipe Puller.

Staff Report: Jackie Loper, Public Services Director

Recommended Action: Staff Recommends Approval of Purchase.

- C-4.** Authorization of Agreement with Artic Glacier, USA, Inc. to Provide a “Snow Scene” for Christmas in a Small Town in the Amount of \$16,422.17.

Staff Report: Tony Lopez, Parks & Recreation Director

Recommendation: Staff Recommends City Council Authorization of the Agreement with Artic Glacier, USA, Inc., to Provide a Snow Scene for the December 9th Christmas in a Small-Town Event, in an Amount Not to Exceed \$16,422.18.

- C-5.** Approval of Memorandum of Understanding (MOU) with Imperial Irrigation District Regarding the Undergrounding of the Dahlia Drain.

Staff Report: Dennis H. Morita, City Manager

Recommendation: Staff Recommends Approval of MOU with Imperial Irrigation District and Authorize the City Manager to Execute a Security Agreement and Documents.

D. REPORTS:

- D-1.** Department Reports
- D-2.** City Manager Report
- D-3.** Mayor and Councilmember Reports

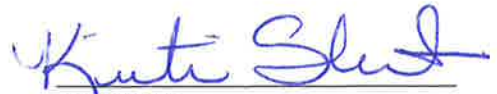
ADJOURNMENT:

Adjournment of this Regular Meeting of the City Council Until the Next Regularly Scheduled Meeting to be held on Wednesday, October 4, 2023, at 7:00 p.m.

AFFIDAVIT OF POSTING

I, KRISTINA M. SHIELDS, City Clerk for the City of Imperial, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing revised notice was posted at the City of Imperial City Hall bulletin board at 420 S. Imperial Avenue, Imperial, CA and on the City of Imperial's website not less than 72 hours prior to the meeting, per Government Code 54954.2.

Dated: September 15, 2023



KRISTINA M. SHIELDS
City Clerk

Check Register Report

Date: 09/13/2023

Time: 2:23 pm

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CITY OF IMPERIAL

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112900	08/29/23	Printed			195	ALLIED WASTE	0467-001683285 JULY SWEEPER 75470	13,141.45
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Check Register Report

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Check Register Report

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113150	09/07/23	Printed			8265	MANUEL A. VILLALOBOS	9121-0229/411 SANTA ROSA	141.69
113151	09/07/23	Printed			8254	MARIA ALCALA	9998-3033/498 TRESHILL#158	1.84
113152	09/07/23	Printed			5278	MARIA SANCHEZ	8013-0259/1830 CANON	32.42

Check Register Report

Date: 09/13/2023
Time: 2:23 pm
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113159	09/07/23	Printed			091	STAPLES CREDIT PLAN	9913623000 75751	50.62
113160	09/07/23	Printed			6193	STRADLING YOCCA CARLSON&RAUTH,	399622-0030 MAYFIELD 74674	1,775.00
113166	09/07/23	Printed			5837	U.S. BANK	76 8/20/23 75487	7,765.65
113167	09/07/23	Printed			275	UNDERGROUND SERVICE ALERT OF	23-240627 75757	218.92
113168	09/07/23	Printed			2008	UNITED PARCEL SERVICE	Y00924343 8/31/23	24.65
113169	09/07/23	Printed			944	UNITED WAY OF IMPERIAL COUNTY	9/6/23	6.00
113171	09/07/23	Printed			615	VALLEY PEST SERVICES, INC	14329594	1,322.00
113172	09/07/23	Printed			8150	VENCER PUBLIC AFFAIRS &	165 74671	2,000.00
113173	09/07/23	Printed			611	VERIZON WIRELESS	9942669994	7,224.95
113174	09/07/23	Printed			6760	VICTOR SARABIA	9614-1029/217 MAZATLAN	161.77
113175	09/07/23	Printed			7543	WEST & ASSOCIATES ENGINEERING,	2023 AWSAR/AWSDA 75756	1,680.00

Total Checks: 153 Checks Total (excluding void checks): 2,209,027.53

Total Payments: 153 Bank Total (excluding void checks): 2,209,027.53

Total Payments: 153 Grand Total (excluding void checks): 2,209,027.53

DATE SUBMITTED 09/13/23

SUBMITTED BY Public Services

DATE ACTION REQUIRED 09/20/23

COUNCIL ACTION ()

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Continue
Emergency at
Aten Rd & HWY
86 Intersection

DISCUSSION/ACTION:
1. Discuss, Approve/Disapprove continuation of Emergency at Aten Rd & HWY 86 Intersection

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

On June 1st, 2023 around 6:40 A.M., a Signal Pole on the Northwest corner of Aten Rd & Hwy 86 was knocked down by a Commercial Truck. The pole and supporting equipment were damaged beyond repair causing the intersection to be placed on red-flash, causing traffic back up and potential safety hazards to life & property. City manager has authorized purchase of a mobile signal that is hoped to provide temporary service by the end of the week.

The City is working diligently to repair and restore control of intersection.

FISCAL IMPACT: \$32K to date.

Expected shipment date & new equipment is 4-6 months

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Approve Continuance

DEPT. INITIALS

AS

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED June 9, 2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED June 12, 2023

COUNCIL ACTION ☒
 PUBLIC HEARING REQUIRED ☐
 RESOLUTION ☐
 ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS ☐

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Declare Emergency at Aten Rd & HWY 86 Intersection	DISCUSSION/ACTION: Discuss, Approve/Disapprove declaration of Emergency at Aten Rd & HWY 86 Intersection
DEPARTMENT INVOLVED: <u>Public Services</u>	
BACKGROUND/SUMMARY On June 1st, 2023 around 6:40 A.M., a Signal Pole on the Northwest corner of Aten Rd & Hwy 86 was knocked down by a Commercial Truck. The pole and supporting equipment were damaged beyond repair causing the intersection to be placed on red-flash, causing traffic back up and potential safety hazards to life & property. City manager has authorized purchase of a mobile signal that is hoped to provide temporary service by the end of the week. The City is working diligently to repair and restore control of intersection.	
FISCAL IMPACT: \$32K to date. Expected shipment date & new equipment is 4-6 months	FINANCE INITIALS 
STAFF RECOMMENDATION: Approve	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: Approve	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REJECTED ☐ DEFERRED ☐ REFERRED TO:

RESOLUTION NO. 2023-

**RESOLUTION DECLARING AN EMERGENCY,
AUTHORIZING THE CITY MANAGER TO TAKE SUCH
ACTION AS MAY BE NECESSARY IN RESPONSE
THERE TO AND RATIFYING ACTION TAKEN TO DATE**

WHEREAS, the City operates and maintains a Traffic Signal Control System and associated lighting and traffic control operations and various intersections ("System"); and

WHEREAS, the System and associated lighting, provide safe and effective traffic flow;
and

WHEREAS, the System includes poles, concrete bases and foundations, signal lighting, pedestrian crossing features, wiring and conduit, pull/junction boxes, controller cabinet housing electronics and power backups ("Infrastructures"); and

WHEREAS, the Signal and supporting infrastructures located at the NW corner of Aten Rd and HWY 86 ("Signal") was struck by a Commercial Truck and was severely damaged beyond repair; and

WHEREAS, in order to safeguard vehicle traffic, pedestrians and to protect the public, life and property, it is necessary to take immediate action to repair the Signal and Infrastructures;
and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions authorized herein are necessary to respond to the emergency;
and

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to repair the Signal Pole in the Traffic Signal Control System, ratify action already taken and otherwise address the emergency as described herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.

2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and hereby delegates to the City Manager the authority to take such immediate action as may be necessary to safeguard life, health or property in connection with repair to the Signal in the Traffic System in

accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date; including but not limited to purchase of a mobile signal, to address the Signal in the Traffic System and potential public and traffic hazard on the basis that the emergency described herein will not permit a delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 12th day of June.

Katherine Burnworth, Mayor

ATTEST:

City Clerk

DATE SUBMITTED

09/13/2023

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

09/20/2023

COUNCIL ACTION

PUBLIC HEARING REQUIRED

RESOLUTION

ORDINANCE 1ST READINGORDINANCE 2ND READING

CITY CLERK'S INITIALS

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IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION:

Continue

Emergency of
Manhole in Area
13th St & C St

1. Discuss, approve/disapprove: Continue Emergency of Manhole in Area 13th St & C St

DEPARTMENT INVOLVED: Public Services - Wastewater

BACKGROUND/SUMMARY:

On Tuesday, June 25, 2023, it was discovered that there was a manhole partially collapsed. If this manhole was to completely collapse the conveyance of wastewater to the plant or nearest pump would cease thereby causing health and safety issues to the community.

An emergency was declared by the City Manager that same day. Repairs to the damage are currently underway. City Council acted on August 02, 2023 to approve Resolution No. 2023-51.

A & R Construction was called in to start the emergency repairs. All work is being conducted by A & R Construction and City Staff. At this time, there is no estimate of time or costs.

FISCAL IMPACT: Unknown

FINANCE
INITIALSDP

STAFF RECOMMENDATION: Continue Emergency

DEPT. INITIALS

DP

MANAGER'S RECOMMENDATION:

approveCITY
MANAGER'S
INITIALSDM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED 07/26/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 08/02/2023

COUNCIL ACTION ()
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Declare Emergency of Manhole in Area 13 th St & C St	DISCUSSION/ACTION: 1. Approval of Resolution NO. 2023- 51. Declaring an emergency and authorizing the City Manager to take such action as may be necessary in response thereto.
DEPARTMENT INVOLVED: <u>Public Services - Wastewater</u>	
BACKGROUND/SUMMARY: On Tuesday, June 25, 2023, it was discovered that there was a manhole partially collapsed. If this manhole was to completely collapse the conveyance of wastewater to the plant or nearest pump would cease thereby causing health and safety issues to the community. An emergency was declared by the City Manager that same day. Repairs to the damage are currently underway. Staff is requesting City Council ratify the emergency action taken and approve Resolution No. 2023-51 A & R Construction was called in to start the emergency repairs. All work is being conducted by A & R Construction and City Staff. At this time, there is no estimate of time or costs. An update will be provided to Council as information becomes available.	
FISCAL IMPACT: Unknown	FINANCE INITIALS <u>DP</u>
STAFF RECOMMENDATION: Council declares emergency and ratifies action already taken and approve resolution.	DEPT. INITIALS <u>[Signature]</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>[Signature]</u>
MOTION: SECONDED: _____ AYES: _____ NAYES: _____ ABSENT: _____	
APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO: _____	

RESOLUTION NO. 2023-51

**A RESOLUTION DECLARING AN EMERGENCY,
AUTHORIZING THE CITY MANAGER TO TAKE SUCH
ACTION AS MAY BE NECESSARY IN RESPONSE
THERE TO AND RATIFYING ACTION TAKEN TO DATE**

WHEREAS, the City operates and maintains a wastewater treatment plant ("WWTP") and associated collection system; and

WHEREAS, wastewater generated in the City is delivered to the WWTP by way of an underground collection system ("Collection System"); and

WHEREAS, the Collection System includes manholes, including one located in the vicinity of 13th St. & C St. ("Manhole"); and

WHEREAS, the Manhole has partially collapsed. If Manhole collapses entirely this could cause failure in the Collection System at the aforesaid location that would impact the proper conveyance of wastewater for a substantial segment of the community resulting in potential backups and other associated issues; and

WHEREAS, such backup would potentially expose persons and property to injury and damage; and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions authorized herein are necessary to respond to the emergency; and

WHEREAS, in order to safeguard the public health and safety and to protect property, it is necessary to take immediate action to repair the Collection System and Manhole; and

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to repair the Manhole and Collection System, ratify action already taken and otherwise address the emergency as described herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES
RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

SECTION 1. The preceding recitals are true and correct.

SECTION 2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and hereby delegates to the City Manager the authority to take such immediate action as may be necessary to safeguard life, health or property in connection with repair to the Manhole and Collection System in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

SECTION 3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date to address the failure of the Collection System and potential collapse of the Manhole on the basis that the emergency described herein will not permit a delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 2nd day of August, 2023.


KATHERINE BURNWORTH,
Mayor

ATTEST:


KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 2nd of August, 2023, by the following vote, to wit:

AYES: Mendoza, Obeso-Martinez, Tucker & Mayor Burnworth

NOES:

ABSENT: Amparano

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 2nd day of August, 2023.


KRISTINA M. SHIELDS.
City Clerk

09/13/2023

Public Services

09/20/2023

COUNCIL ACTION	()
PUBLIC HEARING REQUIRED	()
RESOLUTION	()
ORDINANCE 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	()

IMPERIAL CITY COUNCIL

AGENDA ITEM

SUBJECT: Continue Emergency at Aten & Cross Lift Station		DISCUSSION/ACTION: I. Continue Emergency at Aten & Cross Lift Station of Resolution NO. 2023-53.	
DEPARTMENT INVOLVED: Public Services -Wastewater			
BACKGROUND/SUMMARY: The morning of August 24th, Public Services discovered there was a blow out on the discharge pipe at the Aten & Cross Lift Station. If unrepaired, this would cause a severe health and safety issue and cause a sewer back up. City Manager was notified of emergency. Public Services is working with Rove engineering to finalize invoicing for emergency response and repairs completed.			
FISCAL IMPACT: Unknown		FINANCE INITIALS 	
STAFF RECOMMENDATION: Continue Emergency		DEPT. INITIALS 	
MANAGER'S RECOMMENDATION: 		CITY MANAGER'S INITIALS 	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:		APPROVED () DISAPPROVED () REFERRED TO:	
		REJECTED () DEFERRED ()	

Agenda Item No.

DATE SUBMITTED 08/30/2023
SUBMITTED BY Public Services
DATE ACTION REQUIRED 09/06/2023

COUNCIL ACTION ()
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

Declare
Emergency at I. Continue Emergency Action as Declared by Resolution No. 2023-53 at Aten & Cross Lift Station.
Aten & Cross Lift
Station

DEPARTMENT INVOLVED: Public Services - Wastewater

BACKGROUND/SUMMARY:

The morning of August 24th, Public Services discovered there was a blow out on the discharge pipe at the Aten & Cross Lift Station. If unrepaired, this would cause a severe health and safety issue and cause a sewer back up. City Manager was notified of emergency.

Public Services is working with Rove engineering to address emergency and repairs.

FISCAL IMPACT: Unknown

FINANCE
INITIALS



STAFF RECOMMENDATION: Approve Emergency Action

DEPT. INITIALS



MANAGER'S RECOMMENDATION



CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED () REJECTED ()
DISAPPROVED () DEFERRED ()
REFERRED TO:

RESOLUTION NO. 2023-53

**RESOLUTION DECLARING AN EMERGENCY,
RATIFYNG ACTION TAKEN TO ADDRESS THE
EMERGENCY AND AUTHORIZING PAYMENT**

WHEREAS, the City operates and maintains a wastewater collection system ("System");
and

WHEREAS, the System includes lift stations at various locations, including Cross &
Aten; and

WHEREAS, it has been discovered that a discharge pipe in the above referenced lift
station has failed and blown out; and

WHEREAS, if the pipe is not repaired, a sewer spill could occur and such sewer spill
could pose a threat to the public health and safety; and

WHEREAS, the above described condition constitutes an emergency under applicable
law and such emergency would not reasonably permit delays associated with a competitive
solicitation for bids and the actions taken herein were necessary to respond to the emergency;
and

WHEREAS, in order to safeguard the public health and safety, it was necessary to take
immediate action to repair/replace the pipe in the above described lift station; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager
to cause the above described lift station to be repaired.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL
DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

SECTION 1. The above-referenced recitals are true and correct and are incorporated
herein.

SECTION 2. The City Council declares that the public interest and necessity demands
the immediate expenditure of public money to safeguard life, health or property, and hereby
ratifies action taken by staff and the City Manager to repair/replace the pipe in the above
described lift station on an emergency basis to safeguard life, health or property in accordance
with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with
bid requirements required by law.

SECTION 3. The City Council authorizes payment for repair/replacement of the pipe in
the above described lift station. The City Council authorizes payment for all of such expenses on
an emergency basis.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 25th day of August, 2023.

KATHERINE BURNWORTH,
Mayor

ATTEST:

KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the ____ of August, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this _____ day of August, 2023.

KRISTINA M. SHIELDS,
City Clerk

DATE SUBMITTED September 11, 2023

SUBMITTED BY Human Resources

DATE ACTION REQUIRED September 20, 2023

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approve and Adopt the Job Description for the Geographic Information Systems (GIS) Project Manager.
2. Authorization to Reclassify the Full-Time Allocation of GIS Coordinator, Salary Range 75 to GIS Project Manager, Salary Range 92.

BACKGROUND/SUMMARY:

On July 5, 2023, the City created the new position of Geographic Information Systems (GIS) Coordinator. The purpose of this position was to provide technical support and guidance on GIS matters to City staff and departments. However, after further review, it has been determined that a Geographic Information Systems Project Manager would be a better fit for the City's needs.

The GIS Project Manager would be responsible for the planning, development, and implementation of GIS projects. This includes overseeing the work of GIS contracts and staff assigned to GIS projects, as well as managing the project budget and timeline. The GIS Project Manager also has the skills and experience to move many of the City's priority projects forward within a shorter time period.

Proposed Changes:

- The City is requesting approval to adopt the following changes to the GIS position:
- Create and adopt the job description Geographic Information Systems Project Manager.
- The GIS Project Manager will be classified as an MSPC Unrepresented, FLSA Exempt position at salary range 92.
- The currently vacant full-time allocation of the Geographic Information Systems Coordinator position (salary range 75) will be reclassified to the position of Geographic Information Systems Project Manager (salary range 92).

Benefits of the Proposed Changes:

The proposed changes to the GIS position will provide the following benefits:

- The City will be able to recruit and hire a more qualified and experienced individual to fill the position.
- The City will be able to move many of its priority projects forward within a shorter time period.
- The City will be able to better leverage GIS technology to improve its operations and services.

FISCAL IMPACT: There will be no fiscal impact for this request. Though there is an increase in salary costs of approximately \$31,242.00 annually for this position, the cost this fiscal year will be funded by current salary savings due to not filling an allocated part-time vacancy that was funded, and the salary savings from not filling the GIS Project Coordinator during the first quarter of the year.	FINANCE INITIALS <u>DP</u>																				
STAFF RECOMMENDATION: Recommendation to approve the GIS Project Manager job description and to re-classify the full-time allocation of GIS Coordinator to GIS Project Manager.	DEPT. INITIALS <u>KWS</u>																				
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>JHM</u>																				
MOTION: <table> <tr> <td>SECONDED:</td> <td>APPROVED</td> <td>()</td> <td>REJECTED</td> <td>()</td> </tr> <tr> <td>AYES:</td> <td>DISAPPROVED</td> <td>()</td> <td>DEFERRED</td> <td>()</td> </tr> <tr> <td>NAYES:</td> <td colspan="4">REFERRED TO:</td> </tr> <tr> <td>ABSENT:</td> <td colspan="4"></td> </tr> </table>		SECONDED:	APPROVED	()	REJECTED	()	AYES:	DISAPPROVED	()	DEFERRED	()	NAYES:	REFERRED TO:				ABSENT:				
SECONDED:	APPROVED	()	REJECTED	()																	
AYES:	DISAPPROVED	()	DEFERRED	()																	
NAYES:	REFERRED TO:																				
ABSENT:																					

CITY OF IMPERIAL
JOB DESCRIPTION

GEOGRAPHIC INFORMATION SYSTEMS PROJECT MANAGER

Established: NEW CLASSIFICATION - DRAFT 08/28/23
Range 92 MSPC Unrepresented
Hourly: \$43.83 - \$68.00
Monthly: \$7,597.20 - \$11,786.67
Annual: \$91,166.40 - \$141,440.00

MSPC – FLSA – Exempt
Department: Information Technology

DEFINITION:

Under direction of the Information Technology Director, plans, organizes, manages and administers the City-wide Geographic Information Systems (GIS) program; evaluates and personally participates in the functions necessary to implement and sustain the creation, maintenance and use of the GIS databases and applications; oversees all aspects of the program's structure and design for effective use, both within the City and in coordination with outside public, regulatory, and public safety agencies, and business organizations; ensures the expansion and maximization of GIS technology throughout many City departments; performs related work as required.

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from assigned supervisory or management personnel. Provides general direction to assigned staff and contract consultants on a program and project basis.

DISTINGUISHING CHARACTERISTICS:

This single-position class manages all Geographic Information Systems for the City within general policy and procedural guidelines and has the ability to adapt specific program procedures and activities to meet the needs of the City, other agencies and technological advances. Successful performance of the work requires skill in proactively planning, administering and evaluating program goals, objectives and budgets to define and integrate the requirements of various internal and external clients. This class is distinguished from other information services classes by the level of technical knowledge of and emphasis on GIS hardware and software applications, and GPS survey equipment and applications.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plans, organizes, coordinates and administers the development and implementation of goals, objectives, policies, and procedures related to the City's Geographic Information System (GIS) program.
- Consults and facilitates teamwork with other City departments and data processing regarding department GIS needs and requirements, including identifying, designing and developing GIS applications and strategies and procedures for integrating the GIS program with existing City databases.
- Serves as a technical resource to all City departments, including providing assistance and training in the proper use of GIS data and systems, and recommending, troubleshooting and providing support for GIS software, databases and other related applications.
- Manages teams of internal and external project participants on GIS-related projects.

- Monitors GIS system utilization and recommends appropriate revisions to processes and procedures; prepares and monitors the annual GIS Program budget.
- Manages all aspects of GPS surveying, including training, troubleshooting, pre-plan, reconnaissance, conducting, processing and integrating into the GIS program, and field-based surveys.
- Prepares grant funding applications for identified city-wide GIS projects, including implementing, administering, monitoring and reporting grant funding activities according to applicable grant regulations.
- Creates and maintains a variety of maps and tabular data from a variety of sources; explains technical information to non-technical system users, including assisting them in accessing and interpreting GIS information; develops quality control procedures.
- Provides a variety of support for specialized applications throughout the City; establishes policies, procedures and standards to ensure City-wide consistency and carry-over of applications for multiple users.
- Performs a variety of professional-level work, including modeling applications, creating maps, databases, graphic and related materials for internal and external clients.
- Contributes to the overall quality of the Department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and City needs.
- Supports a strategic approach focused on the City's overarching goals and objectives.
- Prepares a variety of written correspondence, reports, procedures and other materials.
- Maintains accurate records and files related to the GIS function.
- Monitors changes in GIS technology and applications, recommends improvements and upgrades and implements changes after approval.
- Recommends system and process implementations or modifications that will maximize efficiency and/or achieve cost savings.
- Represents the City in inter-agency coordination activities relating to GIS.
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments pertinent to GIS and the City.
- Participates in the selection, training, supervision, work evaluation, and scheduling of assigned staff.

OTHER DUTIES:

- Perform related duties as assigned.

REQUIRED QUALIFICATIONS:

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in geographic information systems, computer science, geography, public or business administration, or a related field, and two (2) years of professional experience in the development of geographic information systems, including responsibility for systems analysis and database development, with one (1) year in a public agency, and two (2) years of experience in field surveying, including GPS technology.

License:

- Valid California class C driver's license with satisfactory driving record.
- Certification as a GIS Professional is highly desirable.

Knowledge of:

- Techniques for effectively representing the City in contacts with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.
- The function and role of the City in developing and coordinating a broad-based GIS program with applications for City departments, public agencies, private clients and the general public.
- Technology, hardware and software and current applications related to GIS systems, including database management, mapping and report generation and desktop publishing systems.
- Principles and practices of identifying technology needs and issues, researching and evaluating technology, applications and the most effective courses of action and implementing solutions.
- Equipment and instruments used in GPS surveying.
- Basic budgetary and contract administration principles and practices in a public agency.
- Applicable Federal, State, and local laws, codes and regulations.
- Basic principles of employee supervision and training.
- Modern office practices, methods and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with the public, vendors, contractors and City staff, in person and over the telephone.

Ability to:

- Develop and implement goals, objectives, policies and procedures related to the City's Geographic Information System (GIS) program.
- Develop and administer a broad-based Geographic Information System (GIS) program that includes effective database development, management and accessibility through internal local area network and the City's GIS website for a variety of City departments and public and private clients.
- Assess user needs and recommend appropriate hardware, software and systems to meet these needs.
- Perform complex modeling, mapping, database maintenance and other GIS professional level tasks.
- Develop documentation and informational materials and train users in GIS applications.
- Interpret, apply and explain technical materials to non-technical users.
- Interpret, apply and explain complex Federal, State, and local laws, codes, regulations, departmental policies and procedures.
- Effectively communicate GIS program matters to collaborators and stakeholders throughout the organizational hierarchy.
- Understand the organization and operation of the assigned department and of outside agencies as necessary to assume assigned responsibilities.
- Prepare clear and effective reports, correspondence, policies, procedures and other written material.
- Make accurate arithmetic, financial and statistical computations.
- Effectively conduct meetings and make presentations to various groups.
- Analyze situations and identify pertinent problems/issues; collect relevant information; evaluate realistic options; and recommend/implement appropriate course of action.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.

- Monitor projects to ensure completion in accordance with scope and targets.
- Operate modem office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone and in writing.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.

Work Environment:

- Indoor/office and outdoor environment.
- Fast-paced environment with changing priorities.
- May interact with upset individuals.
- Subject to driving a vehicle to conduct work.
-

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information.
- Seeing to read a variety of materials and inspect work in progress.
- Reaching to obtain files.
- Lifting, carrying and balancing materials, up to 30 pounds.
- Standing and sitting for extended periods.
- Driving a vehicle to conduct work
- Ability to bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information
- Ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties perform

City of Imperial
Classification and Compensation Schedule

<u>CLASSIFICATION TITLE</u>	<u>BARGAINING UNIT NAME</u>	<u>RANGE</u>
Geographic Information Systems Coordinator	Unrepresented MSPC	75
Geographic Information Systems Project Manager	Unrepresented MSPC	92

City of Imperial
Classification and Compensation Schedule

CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2023-2024

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>	<u>15 YR STEP 9</u>	<u>20 YR STEP 10</u>
55	17.58	18.46	19.38	20.35	21.37	22.44	23.56	24.74	25.97	27.27
56	18.02	18.92	19.87	20.86	21.90	23.00	24.15	25.36	26.62	27.95
57	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
58	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
59	19.41	20.38	21.39	22.46	23.59	24.77	26.00	27.30	28.67	30.10
60	19.89	20.88	21.93	23.03	24.18	25.39	26.65	27.99	29.39	30.86
61	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
62	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.42
63	21.42	22.49	23.62	24.80	26.04	27.34	28.70	30.14	31.65	33.23
64	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
65	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
66	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
67	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
68	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.80	37.60
69	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
70	25.46	26.73	28.07	29.47	30.95	32.50	34.12	35.83	37.62	39.50
71	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
72	26.75	28.09	29.49	30.97	32.51	34.14	35.85	37.64	39.52	41.50
73	27.42	28.79	30.23	31.74	33.33	34.99	36.74	38.58	40.51	42.54
74	28.10	29.51	30.98	32.53	34.16	35.87	37.66	39.55	41.52	43.60
75	28.81	30.25	31.76	33.35	35.01	36.77	38.60	40.53	42.56	44.69
76	29.53	31.00	32.55	34.18	35.89	37.68	39.57	41.55	43.62	45.81
77	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
78	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
79	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
80	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.15	50.56
81	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
82	34.24	35.95	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
83	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
84	35.98	37.77	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
85	36.88	38.72	40.65	42.69	44.82	47.06	49.42	51.89	54.48	57.21
86	37.80	39.69	41.67	43.75	45.94	48.24	50.65	53.18	55.84	58.64
87	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.51	57.24	60.10
88	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.60
89	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.27	60.14	63.14
90	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
91	42.76	44.90	47.15	49.50	51.98	54.58	57.31	60.17	63.18	66.34
92	43.83	46.02	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
93	44.93	47.18	49.53	52.01	54.61	57.34	60.21	63.22	66.38	69.70
94	46.05	48.35	50.77	53.31	55.98	58.78	61.71	64.80	68.04	71.44
95	47.20	49.56	52.04	54.64	57.38	60.24	63.26	66.42	69.74	73.23
96	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.48	75.06
97	49.59	52.07	54.68	57.41	60.28	63.29	66.46	69.78	73.27	76.94
98	50.83	53.37	56.04	58.85	61.79	64.88	68.12	71.53	75.10	78.86
99	52.10	54.71	57.44	60.32	63.33	66.50	69.82	73.32	76.98	80.83
100	53.41	56.08	58.88	61.82	64.92	68.16	71.57	75.15	78.91	82.85
101	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
102	56.11	58.92	61.86	64.95	68.20	71.61	75.19	78.95	82.90	87.05

DATE SUBMITTED 9/14/2023
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED 9/20/2023

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND 2K TOWER SERVICES, LLC FOR PROFESSIONAL SERVICES FOR THE TERM OF ONE (1) YEAR TO NOT EXCEED THE ANNUAL AMOUNT OF \$20,000.00. DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY	
BACKGROUND/SUMMARY: In an effort to maintain the City's towers and upcoming tower project, the City has contracted 2k Tower Services, LLC. Included in this packet, you will find a professional services agreement for the City Council's review and approval.	
FISCAL IMPACT: NOT TO EXCEED FISCAL IMPACT: 20,000.00 Contract budgeted in the 2023-2024 Municipal Budget;	FINANCE INITIALS <u>DA</u>
STAFF RECOMMENDATION: Staff recommends approval of the attached Professional Services Agreement.	DEPT. INITIALS <u>[Signature]</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>[Signature]</u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

AGREEMENT FOR PROFESSIONAL SERVICES

This PROFESSIONAL SERVICE AGREEMENT ("AGREEMENT"), is made and entered by and between the City of Imperial, a municipal corporation of the State of California ("Agency") and 2K Tower Services, LLC ("CONSULTANT").

RECITALS

WHEREAS, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the twentieth (20th) day of September 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than the nineteenth (19th) day of September, 2024, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full "TASKS". To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. In the event that there is a conflict between AGREEMENT and Exhibit A, AGREEMENT shall prevail.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

AGENCY's Manager, or his/her designee, shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT. AGENCY's Manager, or his/her designee, shall be authorized to act on AGENCY's behalf and to execute all necessary

documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment, incorporated herein as set forth by Exhibit B by this reference as though set forth in full. CONSULTANT invoices shall reflect date of work, time spent and project title for tracking and verification purposes. This amount shall not exceed twenty thousand dollars (\$20,000.00) for the total term of the AGREEMENT unless additional payment is approved by the AGENCY Manager, in writing.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) more than the initial amount set forth in Section V.B. without prior approval by the Agency City Council.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoice shall be submitted on or about the first (1st) business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed

is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

- C. In the event this AGREEMENT is terminated pursuant to this Section, CONSULTANT shall render all passwords, codes and all other applicable access data to the Information Technology Director.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this

AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any

reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT,

including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to

discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attention: City Manager's Office

To CONSULTANT: 2K Tower Services, LLC
4031 S. Boxwood Ave.
Yuma, AZ 85365
Attention: Jose Hector Garcia

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Jose Hector Garcia may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY thirty (30) days' notice prior to the departure of Jose Hector Garcia from CONSULTANT's employ. Should he leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the

indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

2K Tower Services, LLC

By: _____

Jose Hector Garcia
President

City of Imperial
A Municipal Corporation

By: _____

Dennis H. Morita
City Manager

ATTEST:

Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
SCOPE OF WORK

Prelude:

The following tasks will serve as the scope of work for "CONSULTANT" with regards to the Professional Services performed on behalf of the City of Imperial for the duration of the AGREEMENT set forth herein:

2K Tower, LLC shall perform the following tasks:

- I. **Tower and Antennas Installation and maintenance**
- II. **Tension and plumb of guyed towers**
- III. **Tower painting**
- IV. **Tower mapping and inspection with engineering**
- V. **Microwave path alignment**

EXHIBIT B

PAYMENT SCHEDULE

The AGENCY agrees to pay CONSULTANT at the following rate per hour of service:
\$150.00 per hour of service

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies. Notice to Agency not to exceed ten (10) days.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

DATE SUBMITTED 09/13/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 09/20/2023

COUNCIL ACTION ()
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Purchase Budgeted Pipe Puller	DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove purchase of Budgeted Pipe Puller
DEPARTMENT INVOLVED: Public Services -Water Distribution	
BACKGROUND/SUMMARY: Public Services would like to move forward with purchase of budgeted Pipe Puller piece of equipment for the distribution maintenance. This will allow for quicker and safer repairs, while also extending the ability of pipe replacement lengths.	
FISCAL IMPACT: Not to exceed \$100K 50-555-5330	FINANCE INITIALS <u>DP</u>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>JK</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER's INITIALS <u>010m</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:
REJECTED () DEFERRED ()	

Kobus Inc

2911 Pasadena Blvd
B200
Pasadena, TX 77503

sales@kobus-inc.com

Phone # 269-216-3916

www.kobus-inc.com

info@kobus-inc.com

Quote

Date	Quote #
8/4/2023	520-596

Name / Address

City of imperial
Att, Jorge Ruiz

*****QUOTE VALID FOR 60 DAYS*****

Item	Description	Qty	U/M	Unit Price	Lb/ea	Amount
KS.01001.0400.01	Pipe Puller 400 Series (USA spec)	1	ea	48,825.00	850	48,825.00
KS.02057.0435.00	Adapter Assembly 400 Series 3,5 Tn Excavator	1	ea	1,750.00	25	1,750.00
TR03	On Site Training	1	ea	6,500.00		6,500.00
Deliver Charge Outwards	Packing & Shipping Charges - Goods Outwards	1		2,500.00		2,500.00
HIGHLY RECOMMENDED ACCESSORIES						
KS.03002.0125.52	Leader Cable Low Friction 25m Ø5.2	1	ea	290.00	8	290.00
KS.03002.0434.00	Leader Cable Dispensing Reel Ø340	1	ea	265.00	7	265.00
KS.03016.0400.01	Tool Box KPP400 Kit (Pull in HDPE)	1	ea	2,300.00	50	2,300.00
EXCAVATOR ATTACHMENT						
KS.03029.0101.00	Excavator QH John Deere (30/35G model) ZTS - For quote purposes only	1	ea	1,500.00	35	1,500.00
KS.03029.9900.10	Excavator QH Fitting Kit Class 10.9	1	ea	125.00	3	125.00
KS.02045.1109.01	Hydraulic Hose Assembly 5/8" x1.7m x 3/4" female - 3/4" male ends (Extension adaptor kit) (if needed)	2	ea	175.00		350.00
PULLING CABLES						
KS.04001.1012.01	Pulling Cable 10mm 12m (40ft) (USA spec) - For quote purposes only	50	ea	193.00	18.3	9,650.00
NO SALES TAX ON THIS QUOTATION. FINAL TAX WILL DEPEND ON SHIPPING ADDRESS. IF SALES TAX EXEMPT, THE EXEMPTION DOCUMENT WILL BE REQUIRED.						
Total						USD 74,055.00



KOBUS Inc

Pasadena TX, August 2023

To whom it may concern.

Please take this letter as confirmation that The Kobus Pipe Puller is a unique trenchless pipe pulling method, awarded with the Abbotts innovation Award 2019 by the NASTT.

It has no competitor as most of its design and functionality has been patented.

Kobus Inc is a wholly owned subsidiary of Kobus Group, who owns all rights and patents.

The Pipe Puller can only be purchased in the USA and Canada via Kobus Inc; we do not have distributors or agreements with any party. We are the sole point of contact.

Yours sincerely,

Signed by:

T Atienza-Avila
President
Kobus Inc

A handwritten signature in blue ink, appearing to read "T Atienza-Avila", with a horizontal line extending to the right.



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RECOMMENDED PRICE LIST in US DOLLAR \$

for

KPP300 Series Pipe Pullers

KPP400 Series Pipe Pullers

Toolbox Kits

Accessories

Hand Tools

Consumables

1

Effective from: 1st January 2023

Revision 1



Inc.

US Dollar \$ PRICE LIST 2023

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All prices are excluding Sales Taxes and are in US DOLLARS (\$) unless otherwise stated.

Terms

KOBUS Inc. standard Terms and Conditions of Sale strictly apply and are available on request

Basic Machines and Component Parts:

Lead Time: Standard lead time from order acceptance is 12 weeks; actual lead time and delivery will be advised on order acceptance

Payment terms:

First delivery and machines are on pro-forma (full payment prior delivery); 30 days net on subsequent orders.

Delivery:

Prices are based on FCA, Kobus Inc, Pasadena, TX, USA.

Consumables/Accessories:

Payment terms:

Following initial order, payment terms are 100% invoiced on dispatch or on notification goods are ready for collection; payable within 30 net days from date of invoice.

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Payment Details:

Bank: Consumers Credit union

Account Name: Kobus Inc.

R&T #: 272481839

Checking Acc. #: 9200949163

International SWIFT: CNRIUS33



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1. BASIC MACHINES

1.1. KOBUS 400 Pipe Puller KPP400

	Item	Description	Qty	Total Price US\$ each
	KS.01001.0400.01	KOBUS 400 Pipe Puller (US Spec)	1+	\$48,825

1.2. KOBUS 300 Pipe Puller KPP300 – NON STOCKABLE ITEM, BY ORDER ONLY.

	Item	Description	Qty	Total Price US\$ each
	KS.01001.0300.00	KOBUS 300 Pipe Puller comprising: - Bottom Section - Top Section - Winch Section - Support Legs - Spool + cover - Hydraulic Power pack	1+	\$45,000.00

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1.3 KOBUS Hydraulic Power Pack KPP300

	Item	Description	Qty	Total Price US\$ each
	KS.02015.0103.00	Power Pack Kobus 300 Series with fwd/rev manual control lever	1	\$5,000.00

1.4 KOBUS Pipe Puller KPP400 - Machine Accessories

	Item	Description	Qty	Total Price US\$ each
	KS.02057.0435.00	Adapter Assembly 400 Series 3.5t Excavator	1	\$1,750.00
	KS.02053.3004.00	Quick Hitch Pin & Plate Ø 30mm	2	\$140.00
	KS.03014.0101.00	Hydraulic Adapter Set M/F – F/M flat face 3/4" to 1/2" – 1/2" to 3/4"	1	\$500.00
	KS.03029.9900.10	Excavator QH Fitting Kit Class 10.9, High Tensile Strength	1	\$125.00
	KS.03029.XXX.XX	Excavator QH Bracket	1	\$ on request
	KS.03014.0200.00	Hydraulic Adapter Set for 300 bar pressure gauge (includes gauge and 18ft hose)	1	\$1400.00

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2. COMPONENTS - KOBUS Pipe Puller KPP300

	Item	Description	Qty	Total Price US\$ each
	KS.02012.3003.00	Pylon Bottom Section Assembly <i>including foot plate, roller assembly, deflector plate</i>	1	\$6,500.00
	KS.02012.1003.00	Pylon Upper Section Assembly <i>including securing latches</i>	1	\$1,800.00
	KS.02012.2003.00	Pylon Centre Section Assembly <i>(optional)</i>	1	\$700.00
	KS.02010.0300.00	Winch Assembly <i>including hydraulic motors</i>	1	\$22,000.00
	KS.02003.0300.00	Spool 300 series	1	\$2,200.00
	KS.02013.0403.00	Support Legs Assembly <i>complete with support feet & securing knobs</i>	1 set	\$600.00
	KS.02016.0203.03	Spool Safety Cover	1	\$800.00

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3. TOOLBOX KITS

3.1 Tool Box KPP400 Kit for inserting new Copper Pipe



NEW! Included on Toolboxes: Towing socks (K-socks)



Item	Description	Qty	US\$ per kit
KS.03016.0400.02	Tool Box KPP400 Kit for inserting Copper Pipe comprising: 1 x Diagonal Cutting Nippers 1 x Fixed Wrench M14 1 x Hand Ratchet ½" 1 x Deep Socket M13 x ½" 1 x Deep Socket M21 x ½" 2 x Spring Loaded Head 10mm + 2x 13mm 15 x Loop Shackles Ø8 Extended 25 x D Shackles Ø8 x 15mm 15 x U bolt Cable Clip 10mm (3/8") 15 x Expander 29mm ID x 45mm OD 15 x Expander 36mm ID x 45mm OD 1 x K-Line Drawstring 1.5mm (MBL 360) Red 100m 1 x Anti-Seize lubricant for KPP400 spool 1 x Electrical tape 1 x Liquid Soap 2 x Hex Key M4 4 x K-Sock Ø1/2" x L16" Single Weave non coated 4 x K-Sock Ø3/4" x L25" Double Weave non coated 4 x K-Sock Ø1.0"-1.5" x L30" Double Weave non coated	1	\$1,700.00



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3.2 Tool Box KPP400 Kit for inserting new Polyethylene (HDPE) Pipe



NEW! Included on Toolboxes: Towing socks (K-socks)



Item	Description	Qty	US\$ per kit
KS.03016.0400.01	Tool Box KPP400 Kit for inserting PE Pipe comprising: 1 x Diagonal Cutting Nippers 1 x Fixed Wrench M14 1 x Hand Ratchet ½" 1 x Deep Socket M13 x ½" 1 x Deep Socket M21 x ½" 2 x Towing Head 20mm (¾") 2 x Towing Head 25mm (1") 1 x Towing Head 32mm (1 ¼") 2 x Spring Loaded Head 10mm +2x 13mm 15 x Loop Shackles Ø8mm Extended 25 x D Shackles Ø8 x 15mm 15 x U bolt Cable Clip 10mm (3/8") 15 x Expander 29mm ID x 45mm OD 15 x Expander 36mm ID x 45mm OD 1 x K-Line Drawstring 1.5mm (MBL 360) Red 100m 1 x Anti-Seize lubricant for KPP400 spool 1 x Electrical tape 1 x Liquid Soap 2 x Hex Key M4 4 x K-Sock Ø1/2" x L16" Single Weave non coated 4 x K-Sock Ø3/4" x L25" Double Weave non coated 4 x K-Sock Ø1.0"-1.5" x L30" Double Weave non coated	1	\$2,300.00



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sales@kobus-inc.com

4. ACCESSORIES

	Item	Description	Qty	Total Price US\$ each
	KS.03002.0125.52	Low Friction Leader Cable 25m; Male M5 Thread; 5.2mm Ø <i>(excludes spring loaded head)</i> <i>for feeding through service pipe</i>	25m	\$290.00
	KS.03002.0434.00	Dispensing Reel for leader cable <i>suitable for leader cable up to 30m</i> <i>(excluding leader cable)</i>	1	\$265.00
	KS.03015.1536.12	K-Line 1.5mm (MBL 360kgs/792lb) drawstring Red; Recommended for 10mm pulling cable	100m	\$280.00
	KS.03015.1845.13	K-Line 1.8mm (MBL 450kgs/990lb) drawstring Black; Recommended for 14mm pulling cable	100m	\$300.00
	KS.03006.0700.00	Spring Loaded Head 7mm Female M5 thread	1	\$10.00
	KS.03006.1000.00	Spring Loaded Head 10mm Female M5 thread	1	\$12.00
	KS.03006.1300.00	Spring Loaded Head 13mm Female M5 thread	1	\$15.00

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	Item	Description	Qty	Total Price US\$ each
	KS.03005.0502.00	Loop Shackle Ø5mm Extended	1	\$6.00
	KS.03005.0802.00	Loop Shackle Ø8mm Extended	1	\$7.00
	KS.03026.0815.03	D Shackle C/S Pin Ø8 x 15mm (Stainless Steel)	1	\$11.00
	KS.03008.3200.00	Towing Head 32mm (1 1/4")	1	\$210.00
	KS.03008.2500.00	Towing Head 25mm (1")	1	\$200.00
	KS.03008.2000.00	Towing Head 20mm (3/4")	1	\$190.00



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	Item	Description	Qty	Total Price US\$ each
	KS.03030.0804.00	K-Sock Ø1/2" x L16" Single Weave Rubber Cap	1	\$50.00/ea
	KS.03030.0703.00	K-Sock Ø3/4" x L25" Double weave non coated	1	\$75.00/ea
	KS.03030.0603.00	K-Sock Ø1.0"-1.5" x L30" Double weave non coated	1	\$130.00/ea
	KS.03030.0401.04	K-Sock Ø1.5"-2.0" x L30 double Weave	1	\$199.00/ea
	KS.03030.0501.04	K-Sock Ø2.0"-2.5" x L35 double Weave	1	\$249.00/ea

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Price List 2023

	Item	Description	Qty	Total Price US\$ each
	KS.03008.2502.00	Towing Head Eyebolt 25mm (1")	1	\$12.00
	KS.03008.3202.00	Towing Head Eyebolt 32mm (1 1/4")	1	\$12.00
	KS.03008.3203.00	Towing Head 32mm (1 1/4") O-Ring Replacement Set	1	\$25.00
	KS.03008.2503.00	Towing Head 25mm (1") O- Ring Replacement Set	1	\$25.00
	KS.03008.2003.00	Towing Head 20mm (3/4") O-Ring Replacement Set	1	\$17.00



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5. HAND TOOLS

	Item	Description	Qty	Total Price US\$ each
	KS.03012.0000.01	Diagonal Cutting Nippers	1	\$25.00
	KS.03020.1200.00	Hand Ratchet 1/2" square head	1	\$55.00
	KS.03022.1312.00	Deep Socket M13 x 1/2"	1	\$35.00
	KS.03022.2112.00	Deep Socket M21 x 1/2"	1	\$40.00
	KS.03018.1400.00	Fixed Wrench M14	1	\$34.00
	KS.03028.0400.00	Hex Key M4	1	\$25.00
	KS.02016.0604.00	Safety Cover Hand Screw M10 x 25mm	1	\$20.00

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6. CONSUMABLES - GENERAL

	Item	Description	Qty	Total Price US\$ each
	KS.04002.2936.00	Expander 29mm ID x 36mm OD	1	\$15.00
	KS.04002.2945.00	Expander 29mm ID x 45mm OD	1	\$17.00
	KS.04002.3645.00	Expander 36mm ID x 45mm OD	1	\$20.00
	KS.02014.0112.00	U-Bolt Cable Clip 10mm	1	\$9.00
	KS.02014.0113.00	U-Bolt Cable Clip 16mm	1	\$20.00
	KS.03017.0000.00	Electrical Tape	1	\$2.00
	KS.03021.0400.00	Anti-Seize Lubricant for KPP400 Spool	1	\$35.00

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7. CONSUMABLES - PULLING CABLE

7.1 Pulling Cable 10mm (3/8" approx.)



Item	Description	Length (ft)	Length (m)	Total Price US\$ each
KS.04001.1009.01	Pulling Cable 10mm 09m/30'	30'	9m	\$170.00
KS.04001.1012.01	Pulling Cable 10mm 12m/40'	40'	12m	\$193.00
KS.04001.1015.01	Pulling Cable 10mm 15m/50'	50'	15m	\$216.00
KS.04001.1018.01	Pulling Cable 10mm 18m/60'	60'	18m	\$239.00
KS.04001.1021.01	Pulling Cable 10mm 21m/70'	70'	21m	\$265.00
KS.04001.1024.01	Pulling Cable 10mm 24m/80'	80'	24m	\$290.00
KS.04001.1030.01	Pulling Cable 10mm 30m/100'	100'	30m	\$338.00

Cable is actually 9ft (3m) longer than each above length to be used by the Pipe Puller method.

All items above can be supplied with 36x45 expander instead. Replace code ".01" with ".02" and add \$7 per part to cover bigger expander.

Standard lengths are 30, 40, 50, 60, 70, 80 and 100ft.

Custom lengths are available; ask for prices!



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7.2 Pulling Cable 14mm (9/16" approx.)



Item	Description	Length (ft)	Length (m)	Total Price US\$ each
KS.04001.1409.01	Pulling Cable 14mm 9m/30'	30'	9m	\$200.00
KS.04001.1412.01	Pulling Cable 14mm 12m/40'	40'	12m	\$235.00
KS.04001.1415.01	Pulling Cable 14mm 15m/50'	50'	15m	\$270.00
KS.04001.1418.01	Pulling Cable 14mm 18m/60'	60'	18m	\$305.00
KS.04001.1421.01	Pulling Cable 14mm 21m/70' (*)	70'	21m	\$340.00
KS.04001.1424.01	Pulling Cable 14mm 24m/80' (*)	80'	24m	\$375.00

Cable is actually 7ft (2.5m) longer than each above length to be used by the Pipe Puller method.

Standard lengths are 30, 40, 50, 60, 70, and 80 ft.

Custom lengths are available; ask for prices!

***NOTE:** 14mm (9/16") cable longer than 20m (66') requires two-man lift due to weight.

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7.3 Pulling Cable 8mm (5/16" approx.)



Item	Description	Length (ft)	Length (m)	Total Price US\$ each
KS.04001.0809.01	Pulling Cable 8mm 9m/30'	30'	9m	\$165.00
KS.04001.0812.01	Pulling Cable 8mm 12m/40'	40'	12m	\$188.00
KS.04001.0815.01	Pulling Cable 8mm 15m/50'	50'	15m	\$211.00
KS.04001.0818.01	Pulling Cable 8mm 18m/60'	60'	18m	\$234.00

Cable is actually 9ft (3m) longer than each above length to be used by the Pipe Puller method.

Standard lengths are 30, 40, 50, and 60 ft.

Custom lengths are available; ask for prices!



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8. PACKAGING AND SHIPPING COSTS

Prices include the cost of crates and pallets, strapping, banding and any general requirement prior shipping. Customer collections are welcomed from our facility. Returning the wooden crates in useable condition will grant a refund of packaging paid.

Part #	Description	Treated	Price/ea
KS.05009.0100.00	Wooden Crate (45x45x34) – Full cable order	Yes	\$400.00
KS.05009.0200.00	Wooden Crate (25x45x34) – Half cable order	Yes	\$300.00
KS.05009.0300.00	Wooden Crate (71x40x43) – KPP400 crate	Yes	\$600.00
KS.05010.0100.00	Wooden Pallet (48x40)	Yes	\$30.00
KS.05010.0200.00	Wooden Pallet (36x36)	Yes	\$25.00

Shipping costs will be determined by the customer location, the method used (sea, air or road) and the origin of the goods ordered (UK, Kobus Inc Michigan location or Kobus Inc Texas location).

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KOBUS Pipe Puller Training Courses

The prices below are for the KOBUS Pipe Puller Training sessions which are mandatory for operators to ensure safe operation and validity of manufacturer's warranty.

Item	Description	N# of People	Duration	Total Price US\$ per course
	Onsite operator training comprising: - Operation of Pipe Puller - Health & Safety - Moving Pipe Puller around site - Positioning Pipe Puller - Recycling old pipe - Certificate of Training	up to 4	2 days at customer site.	\$6,500.00*

**Includes travel, accommodation and subsistence for the trainer, for the duration.*

Above training costs are for USA and Canada. Other destinations such as Japan, Australia and New Zealand will have a surcharge advised at the time of enquiry.

Agenda Item**No.**C-4

DATE SUBMITTED

September 13, 2023

COUNCIL ACTION (X)

PUBLIC HEARING ()

SUBMITTED BY

Parks and
Recreation Dept.

REQUIRED ()

RESOLUTION ()

DATE ACTION REQUIRED

September 20, 2023ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Christmas in a Small Town "Snow Scene"

1. Authorization of agreement with Arctic Glacier, USA, Inc. to provide a "Snow Scene" for Christmas in a Small Town in the amount of \$16,422.18.

DEPARTMENT INVOLVED: Parks and Recreation Dept.

BACKGROUND/SUMMARY:

The City of Imperial is presenting the "Christmas in a Small Town" event on December 9, 2023 from 10 AM to 3 PM in downtown Imperial. The "Snow Scene", which features a toboggan run, is a beloved element of the December Imperial Signature Event Series and will be now featured at Christmas in a Small Town.

An agreement with Arctic Glacier, USA, Inc. provides a snow scene which Arctic Glacier provides 50 tons of snow to be blown, groomed, and molded by their personnel, equipment and machinery.

Please see attached agreement for additional information.

FISCAL IMPACT:

Snow Scene not to exceed \$16,422.18

FINANCE
INITIALSDP

STAFF RECOMMENDATION: Staff requests Council authorization of the agreement with Arctic Glacier, USA, Inc. to provide a Snow Scene for the December 9th Christmas in a Small Town event, not to exceed \$16,422.18.

DEPT. INITIALS

[Signature]**MANAGER'S RECOMMENDATION:**approveCITY
MANAGER'S
INITIALSAtty**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

***Snow Scene Proposal / Agreement
Between
Arctic Glacier, USA, Inc. and City of Imperial***

Date: September 09, 2023

Written for: City of Imperial
420 S Imperial Ave
Imperial, CA 92251

Delivered via: E-mail: <namparano@cityofimperial.org>
Nancy Amparano

Intent of Document

A Snow Scene is an area pre-selected by the "Buyer" in which Arctic Glacier, USA, Inc. provides crushed ice (blown, groomed and molded) to resemble that of a Winter Wonderland. 300 Lb. white ice blocks are pushed through a high-powered chipper. The end result is powdery-like, white snow. Location, weather and quantity of snow are all important variables to the outcome of this product.

Event

Snow Scene for City of Imperial. Location of Snow Scene to be held at intersection of Imperial Avenue and 10th street, scheduled for December 9th, 2023 (receipt of deposit will confirm the tentative date). Snow Scene will be operational by 8:00 AM. The following proposal includes all labor, machinery and ice for the event.

Snow Scene

Arctic Glacier, USA, Inc. will provide a Snow Scene of 50 TONS. If height is adjusted, the surface area can be made larger. Dimensions vary greatly when using hay bales for large toboggan runs.

Cost	50 tons @ \$304.82
	\$15,241.00

Sub Total	\$15,241.00
Tax 8.75	\$1,181.18
Grand Total	\$16,422.18

*If there are any major variances (plus or minus) due to additional unexpected attendance or weather conditions, Arctic Glacier, USA, Inc. is committed to dealing with these issues in an honorable fashion and will adjust the price accordingly.

Equipment

Arctic Glacier, USA, Inc. will provide the necessary equipment, personnel and machinery to fulfill the requirements of the proposed snow scene.

Snow Scene Area

Any variances of depth, width or length of Snow Scene will cause variances in the pricing. All hay bales required for any toboggan runs discussed for this particular agreement are to be provided by the "Buyer". Arctic Glacier, USA, Inc. staff will position the hay bales as best suited for the event, participants and environment. Only hay or straw bales will be accepted as foundations for the snow.

Safety Measures

Any additional safety measures will have to be incorporated by the "Buyer". Safety measures include, but are not limited to, hay bales for cross line prevention, netting/guide gates for traffic flow, and any other safety measures specific to the needs of your particular Snow Scene area. All persons and pets should be clear of the area while snow is being blown. Sprinklers need to be turned off; water will melt snow on contact.

Clean Up

"Buyer" is responsible for clean-up of remaining snow, hay bales, and any materials used for the event.

Changes

Any changes are to be directed to Arctic Glacier, USA, Inc. 760-688-5300

Invoice

A fifty percent (50 %) deposit of total amount is required at the time of signing the actual agreement. The balance is due and payable prior to commencement of snow blowing. Any changes that may have caused variances will also have to be paid in full prior to commencement of snow blowing. Arctic Glacier, USA, Inc. wishes to ensure total satisfaction. The deposit is non-refundable. If the snow scene cannot be blown on the scheduled day due to weather (rain or harsh winds), Arctic Glacier, USA, Inc. will reschedule a day to your convenience.

Accessibility to event area

"Buyer" is to provide accessibility sufficient for trailers and equipment to enter without causing damage to the natural environment.

Disclaimer

Arctic Glacier, USA, Inc. is free of all responsibility in the event of an accident, mishap or illness resulting of playing or handling of the "Snow Scene".

FOR: Arctic Glacier, Inc.
P. O. Box 1256
Indio, CA 92202

City of Imperial
420 S. Imperial Ave
Imperial, CA, 92251

Signature Carlos Morales

Signature Dennis H. Morita
City Manager

Date

Date

DATE SUBMITTED September 15, 2023

SUBMITTED BY City Manager

DATE ACTION REQUIRED September 20, 2023

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION: Consider adoption of Memorandum of Understanding between the Imperial Irrigation District, the City of Imperial and developer Imperial Hotel Acquisitions, LLC ("IHA") to authorize transfer of the Dahlia 8 Drain to IHA. Further, authorize the City of Imperial to obtain a Security Agreement and provide assurance of backup services to the Dahlia 8 Drain once it is undergrounded.
BACKGROUND/SUMMARY:	IHA is currently constructing a hotel, a healthcare facility, and a gas station/convenience store at 1500 N. Imperial Avenue, Imperial, CA 92251 ("NorthPointe"). As part of the improvements, IHA will underground the portion of the Dahlia 8 Drian set forth in the Memorandum of Understanding. This MOU requires IHA to underground the drain at IHA's sole cost and expense. The MOU also requires IHA to pay, at its sole cost and expense, to maintain the drain. In the event that IHA fails to maintain the drain, the City of Imperial shall step in and perform such work. The City of Imperial will obtain adequate security to ensure that City of Imperial does not pay for the expenses.
FISCAL IMPACT: \$0 of City of Imperial funds as private developer funds shall be used.	FINANCE INITIALS <u>DP</u>
STAFF RECOMMENDATION: <u>approve</u>	DEPT. INITIALS <u>stam</u>
MANAGER'S RECOMMENDATION: Approve Memorandum of Understanding and authorize City Manager to execute a Security	CITY MANAGER'S INITIALS _____

Agreement and documents.

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Recording Requested By
Imperial Irrigation District

And When Recorded Mail To:

Imperial Irrigation District
Attn: Real Estate Section
P.O. Box 937
Imperial, CA 92251

Space Above This Line For Recorder's Use

APN: 063-010-023-000

Documentary Transfer Tax \$ R & T §11922; Gov Code §6103
____ Computed on Full Value of Property conveyed, or
____ Computed on Full Value less liens & encumbrances
____ remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax – Firm Name

COVENANT AND AGREEMENT REGARDING MAINTENANCE OF DRAIN

This Covenant And Agreement Regarding Maintenance Of Drain (“**Agreement**”) is entered on the date set forth below by and between the City of Imperial, a municipal corporation of the State of California (“**City**”), Imperial Hotel Acquisitions LLC (“**IHA**”), and the Imperial Irrigation District, an irrigation district formed under the California Irrigation District Law (“**IID**”). City, IHA, and IID may be individually referred to as “**Party**” or collectively to as “**Parties**”.

RECITALS

- A. IHA is constructing a hotel, a healthcare facility, and a gas station/convenience store at 1500 N. Imperial Avenue, Imperial, CA 92251 (“**NorthPointe**”); and
- B. The NorthPointe property (the “**Property**”), described as set forth in **Exhibit “A”**; and
- C. An open drainage facility known as the Dahlia 8 Drain (“**Drain**”) is located along the eastern boundary of Property along State Route 86 (“**SR-86**”) and is depicted on **Exhibit “B”**. [The portion of the Drain existing on the Property (“**NorthPointe Drain**”) is part of a larger drainage system, with IID continuing to own and operate those portions of the Drain not on the Property (“**IID Drains**”). The NorthPointe Drain will be connected to the IID Drains; and
- D. The Northpointe Drain is currently located within a Right of Way (the “**Right of Way**”) which is operated and maintained by the IID and is described on **Exhibit “C”**; and
- E. IHA wishes to underground that portion of the NorthPointe Drain located on the Property at its sole cost and expense; and

Commented [CL1]: Does Water Department has an official depiction of the Drain?

- F. IID has expressed a willingness to 1) abandon the NorthPointe Drain, 2) quitclaim the Right of Way to IHA, and 3) allow IHA to design, construct, operate and maintain an underground drain provided that a) all design and construction by IHA is conducted under the approval of IID and meets all IID design and facility standards; and b) the City commits to confirming, and, if necessary, performing, proper operation and maintenance of the underground NorthPointe Drain; and
- G. City is willing to accept the obligation regarding operation and maintenance as set forth herein provided IHA designs and constructs the underground NorthPointe Drain in accordance with plans approved by IID and City, pays all costs associated with design, construction, ongoing operation and maintenance and further provides ongoing security to City to perform operation and maintenance of the underground NorthPointe Drain.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

I. IHA Responsibilities:

- a. IHA Covenants and agrees, as property owners to be responsible for the design, maintenance, repair, removal, and replacement of the NorthPointe Drain.
- b. IHA will pay all costs associated with the undergrounding of NorthPointe Drain, including but not limited to the design, construction, ongoing operation and maintenance of the undergrounded NorthPointe Drain in accordance with all applicable requirements including, but not limited to those of IID and City. Such costs include, but are not limited to, removal and replacement of any surface improvements damaged in the course of operation and maintenance performed by City, as well as any costs associated with IID's review of IHA's plans for the improvements, including staff time. Construction cannot begin until IID abandons and City accepts the obligations associated with the maintenance of the NorthPointe Drain.
- c. The underground NorthPointe Drain will be connected to the IID Drains. IHA shall submit an application for an encroachment permit to the IID Drains and will comply with all IID requirements regarding the permitting and construction of such connection.
- d. IHA understands and agrees that the IID Drains south of the Property will discharge into the NorthPointe Drain.
- e. All costs associated with the undergrounding of the NorthPointe Drain are separate from planning, design and construction costs for the relocation and encroachments of the Dahlia Lateral 8 along Neckel Road in Imperial, California. These costs are not included within this Agreement.
- f. IHA releases City and IID from any claims it might have arising from the undergrounding, operation and maintenance of the NorthPointe Drain and agrees to indemnify, defend and hold City and IID harmless from any claims arising from undergrounding, operation, and maintenance of the NorthPointe Drain.
- g. IHA shall execute such documents as may be deemed necessary by IID or City in order for its operation and maintenance obligation to constitute a covenant running with the land as to Property and shall further provide security in an amount and form acceptable to IID and City for the purpose of securing its operation and maintenance obligation.

2. City Responsibilities:

- a. Upon execution of this Agreement, City will cooperate with IID and IHA concerning the undergrounding, operation, and maintenance of the NorthPointe Drain. Such cooperation shall not include payment of costs associated with operation and maintenance of the NorthPointe Drain, but does include performance of operation and maintenance in the event IHA fails to do so. City agrees to accept operation and maintenance of the undergrounded NorthPointe Drain contingent upon performance of the terms and conditions of this Agreement being met by IHA.
- b. City releases IID from any claims it might have arising from the maintenance of the NorthPointe Drain and agrees to indemnify, defend and hold IID harmless from any claims arising from maintenance of the NorthPointe Drain.

3. IID Responsibilities:

- a. IID agrees that upon execution of this Agreement, it will execute such documents as may be necessary to abandon the NorthPointe Drain, and to quitclaim the Right of Way to IHA.
- b. IID agrees to allow IHA to design, construct, operate, and maintain an underground NorthPointe Drain provided that a) all design and construction of the Northpointe Drain by IHA is conducted under the approval of IID, b) all future design modification and construction of the NorthPointe Drain by IHA is conducted under the approval of IID, and c) the City commit to confirming, and, if necessary, performing, proper operation and maintenance of the NorthPointe Drain; and

4. Covenant Running With The Land:

This Covenant and Agreement shall run with all of the above described land; be binding upon IHA and future owners, encumbrances, successors, heirs or assignees; and, continue in perpetuity until released by the authority of the IID upon submittal of request, applicable fees, and evidence that this Covenant and Agreement is no longer required by law.

5. Notices:

Any written communications related to this MOU will be provided to the Parties at the following addresses:

City:

City of Imperial
Attn: City Manager
420 South Imperial Avenue
Imperial, California 92251

IHA:

Imperial Hotel Acquisitions LLC
c/o Gafcon, Inc.
Attn: Benso
10301 Meanley Drive, Suite 225
San Diego, California 92131

IID:

Imperial Irrigation District
Attn: Water Manager
333 East Barioni Blvd.
PO Box 937
Imperial, California 92251

Imperial Irrigation District
Attn: Real Estate Section
333 East Barioni Blvd.
PO Box 937
Imperial, California 92251

6. General Provisions:

- a. There is no agency relationship between the Parties. The employees of each Party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing Party.
- b. Except as specifically set forth herein, any internal, in-house or administrative costs or expenses incurred by any Party related to that Party's obligations under this Agreement shall be the sole responsibility of the Party incurring said costs and expenses.
- c. This instrument and any attachments hereto constitute the entire agreement between the Parties concerning the subject matter hereof.

CITY OF IMPERIAL

By _____
Name _____
Title _____
Attest _____

IMPERIAL HOTEL ACQUISITIONS LLC

By _____
Name _____
Title _____
Attest _____

IMPERIAL IRRIGATION DISTRICT

By _____
Name _____
Title _____
Attest _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

The East Half of the Southeast Quarter of the East Half of Tract 135, Township 15 South, Range 13 and 14 East, S.B.M., situated in the City of Imperial, County of Imperial, State of California, according to the Official Plat thereof.

EXCEPT that portion conveyed to the State of California by Deed recorded March 8, 1945 in Book 637, Page 143 of Official Records.

EXHIBIT "B"
DEPICTION OF DRAIN



EXHIBIT "C"

DESCRIPTION OF RIGHT OF WAY

1. A right of way granted to IID in a Right of Way Deed dated March 30, 1939, and recorded April 19, 1939 in Book 518, Page 587 of Official Records on file in the Office of the Imperial County Recorder. Said right of way is more particularly described as follows:

A strip of land 66 feet in width lying west of, adjacent to, parallel with, and in addition to the existing right of way for U.S. Highway 99 as now constructed along the east line of the E. 1/2 of the S.E. 1/4 of the E. 1/2 of Tract 135. Said parcel of land situated in Twp. 15 South, Range 13/14 East, S.B.B.M., County of Imperial, State of California.

2. A right of way granted to IID in a Right of Way Deed dated May 8, 1941, and recorded February 19, 1942 in Book 583, Page 527 of Official Records on file in the Office of the Imperial County Recorder. Said right of way is more particularly described as follows:

A strip of land 66 feet in width, the west line of which is parallel with and 136 feet west of the center line of the existing State highway as now constructed along the east side of the E. 1/2 of the S.E. 1/4 of the E. 1/2 of Tract 135. Said parcel of land situated in Twp. 15 South, Range 13/14 East, S.B.B.M., County of Imperial, State of California.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature _____

(Seal)

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STATE OF CALIFORNIA

COUNTY OF _____

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WITNESS my hand and official seal.

Signature _____

(Seal)