

REGULAR MEETING

OCTOBER 4, 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

October 4, 2023

Closed Session at 06:00 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].

6:00 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

Title of Position: City Manager

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – G.C § 54956.8

Property Address:	Old Post Office (APN# 064-055-005)
Agency Negotiator:	Dennis H. Morita, City Manager
Negotiating Parties:	AT & T
Under Negotiation:	Instructions to Negotiator Regarding Price & Terms

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 for National 4H Week.
- A-2.** Recognition for Planning Commission Member, Mark Hammerness for His Years of Dedicated Service to the City of Imperial’s Planning Commission.
- A-3.** Proclamation Declaring the Month of October as Cyber Security Awareness Month.

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.** Approval of Special City Council Meeting Minutes of February 17, 2023 and Special City Council Meeting Minutes of June 15, 2023.
- B-3.** Continue Emergency Action as Declared by Resolution No. 2023-21 for Repairs to Aten Road & Highway 86 intersection.
- B-4.** Cease Emergency Actions as Declared by Resolution No. 2023-51 for Manhole in Area of 13th Street and C Street.
- B-5.** Continue Emergency Actions as Declared by Resolution No. 2023-53 at Aten & Cross Lift Station.
- B-6.** Approval of Purchase of Budgeted Turbidimeters and Flow Sensors for the Water Treatment Plant.

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

- C-1.** Conduct Public Hearing and Approve Reimbursement Agreement with Heritage at Dahlia Ranch, LLC and City of Imperial for a Sewer Lift Station Located on Morningstar Subdivision

Staff Report: Othon Mora, Community Development Director

- 1. Open public hearing
- 2. Staff Report
- 3. Public Comment
- 4. Close Public Hearing
- 5. Council Discussion
- 6. Recommended Action(s)

Recommended Action: Staff Recommends Approval of Reimbursement Agreement with Heritage at Dahlia Ranch, LLC and City of Imperial for a Sewer Lift Station Located on Morningstar Subdivision.

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

- D-1.** Approval of the Operational Agreement Between WomanHaven and the Imperial Police Department to Provide Assistance to Crime Victims Residing in the City of Imperial.

Staff Report: Michael Crankshaw, Interim Chief of Police

Recommended Action: Approve and Authorize Chief's Signature

D-2. Highway 86 Monument Signage.

Staff Report: Dennis Morita, City Manager & Othon Mora, Community Development Director

Recommended Action: Conduct a Discussion Regarding Ideas for Signage and Provide Staff Direction.

D-3. Approval of Sun Valley Behavioral Medical Center to Host Their Annual 5K Race, one (1) Mile Race in the City of Imperial, Borrow City Barricades and Cones.

Staff Report: Tony Lopez, Director of Parks & Recreation

Recommendation: Staff Recommends Approval of the Sun Valley Behavioral Medical Center to Host and Borrow Cautionary Barricades for Their Annual 5K Race and One (1) Mile Race in the City of Imperial on October 7, 2023.

D-4. Declare Surplus Library Shelving Units to Make Space for Library Redesign.

Staff Report: Denise Ulett, Interim Library Manager

Recommended Action: Staff Recommends Approval to Surplus Unnecessary Shelving Units in the Library.

D-5. Authorization to Use March and Ash Benefit Funds Not to Exceed \$30,000 for Additional Library Furniture Needs.

Staff Report: Denise Ulett, Interim Library Manager

Recommended Action: Staff Recommends to Approve and Authorize Use of Funds to Purchase Library Furniture.

E. REPORTS:

E-1. Department Reports

E-2. City Manager Report

E-3. Mayor and Councilmember Reports

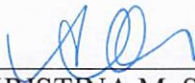
ADJOURNMENT:

Adjournment of this regular meeting of the City Council until the next regularly scheduled meeting to be held on Wednesday, October 18, 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 29, 2023


for KRISTINA M. SHIELDS
City Clerk

B-1

Check Register Report

Date: 09/28/2023

Time: 3:46 pm

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CITY OF IMPERIAL

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Check Register Report

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Check Register Report

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Check Register Report

Date: 09/28/2023
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CITY OF IMPERIAL

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113449	09/28/23	Printed			7253	ONLINE SOLUTIONS LLC	5254 75582	22,950.00
113450	09/28/23	Printed			219	PADRE USA	27310 75912	107.75
113451	09/28/23	Printed			084	PITNEY BOWES BANK INS	21257183 SEPT. 2023 75774	400.00
113452	09/28/23	Printed			7495	POLYDYNE INC.	1768221 75913	9,764.31
113453	09/28/23	Printed			8091	POOL & ELECTRICAL PRODUCTS,	0012700868-001 75650	178.62
113454	09/28/23	Printed			6710	PREMIER RENTALS	DIA DE MUERTOS 10/21/23 75645	1,483.32
113455	09/28/23	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 OCT. 2023 75780	5,400.22
113456	09/28/23	Printed			5697	RAFAEL A. MONTANO	100- DEPOSIT 75851	490.26
113457	09/28/23	Printed			5697	RAFAEL A. MONTANO	100-1 BALANCE 75852	490.26
113458	09/28/23	Printed			694	REXEL OF AMERICA, LLC	S137397765.001 75299	306.07
113459	09/28/23	Printed			7824	REXIN EQUIPMENT	230478 75677	4,906.13
113460	09/28/23	Printed			2681	RIVERSIDE COUNTY SHERIFF-	BCTC0067161 75961	694.00
113461	09/28/23	Printed			2983	RUSH STEEL SUPPLY	44231 75421	1,889.43
113462	09/28/23	Printed			8277	SALSCO, INC	113787 75458	58,222.00
113463	09/28/23	Printed			957	SC FUELS	2463266-IN 75907	5,658.64
113464	09/28/23	Printed			979	SELLERS PETROLEUM	0718053-IN 75908	125.55
113465	09/28/23	Printed			3262	SIMNSA HEALTH PLAN	121807 OCTOBER 2023 75775	11,659.75
113466	09/28/23	Printed			135	SOCALGAS	420 S IMPERIAL 8/9- 9/8/23	103.39
113467	09/28/23	Printed			7623	STERICYCLE, INC.	8004635537 AUG. 2023 75773	98.82
113468	09/28/23	Printed			7991	STORWISE-IMPERIAL	4366 75648	200.00
113469	09/28/23	Printed			7189	SUMMIT SAFETY LLC	431078A 75640	1,663.76
113470	09/28/23	Printed			6416	SUN DATA SUPPLY	INV0257319 75909	1,157.88
113471	09/28/23	Printed			1265	SUPERIOR READY MIX CONCRETE LP	377272 75910	11,636.95
113472	09/28/23	Printed			104	TEAMSTERS, LOCAL 542	9/19/2023	1,400.00
113473	09/28/23	Printed			7443	TEXAS LIFE INSURANCE COMPANY	9/19/2023	1,077.72
113474	09/28/23	Printed			7708	TUCKER MINI STORAGE	OCTOBER 2023 75637	125.00
113475	09/28/23	Printed			275	UNDERGROUND SERVICE ALERT OF	420230339 75777	94.00
113476	09/28/23	Printed			2008	UNITED PARCEL SERVICE	Y00924373 9/21/23	27.70
113477	09/28/23	Printed			944	UNITED WAY OF IMPERIAL COUNTY	9/19/2023	6.00
113478	09/28/23	Printed			8133	UNIVAR SOLUTIONS USA INC.	51481258 75901	6,701.57
113479	09/28/23	Printed			1100	USA BLUEBOOK	INV00120874 75906	3,567.87
113480	09/28/23	Printed			611	VERIZON WIRELESS	9943741390	960.67
113481	09/28/23	Printed			4572	VEXER ENGINEERING	1151 75713	6,100.00
113482	09/28/23	Printed			8280	VIOLA RIVEN	VARIANCE-APP REFUND 75718	1,673.00
113483	09/28/23	Printed			5674	WAGEWORKS, INC	INV5676305 SEP 2023 75782	133.00
113484	09/28/23	Printed			1715	WAXIE SANITARY SUPPLY	81965017 75903	987.14
113485	09/28/23	Printed			8282	WCT PRODUCTS	W15518 75905	6,011.36
113486	09/28/23	Printed			1968	WESTAIR GASES & EQUIPMENT	0011700257 75593	162.70
113487	09/28/23	Printed			355	WYMORE, INC.	1231002 75904	143.16
113488	09/28/23	Printed			487	XPRESS LUBE	186798 75902	723.18

Total Checks: 179

Checks Total (excluding void checks):

986,007.04

Total Payments: 179

Bank Total (excluding void checks):

986,007.04

Total Payments: 179

Grand Total (excluding void checks):

986,007.04

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



Minutes

Special Meeting of the Imperial City Council

February 17, 2023

Imperial City Council Chambers
220 W 9th Street, Imperial, CA 92251
Open Session at 6:30 PM

A. City Council Calls Meeting to Order at 6:30 PM.

Mayor Burnworth Called the Meeting to Order at 6:30 p.m.

Roll Call

Councilmembers Present: Tucker, Mendoza, Obeso-Martinez, Amparano and Burnworth

Pledge of Allegiance - Lead by Council

Adjustments to the Agenda

City Manager Morita Confirmed No Adjustments to the Agenda as Presented

B. Public Appearances

B-1. Matters appearing on the agenda. If you wish to address the Committee concerning any item appearing on the agenda, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes.

Public Appearances: NONE

C. City Council Convenes to Closed Session

Mayor Burnworth Convened to Closed Session at 6:37 p.m.

C-1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(b): Two (2) Potential Cases

C-2. Conference with Real Property Negotiators (§ 54956.8)

Property: APN 064-230-015000 (located at 450 W. Aten Road)

Agency Negotiator: City Manager

Negotiating Parties: County of Imperial

Under Negotiation: Instructions to Agency Negotiator Regarding Lease, Price and Terms

D. City Council Reconvenes to Open Session

Action Taken in Closed Session

City Attorney Katherine Turner reported that the City Council discussed two items in Closed Session and direction was given to staff.

E. Adjournment

E-1. Adjournment of Special Meeting of the Imperial City Council

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the Next Regularly Scheduled City Council Meeting to be held on Wednesday, March 1, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **7:15 p.m.**

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

Kristina M. Shields,
City Clerk



Imperial City Council

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

Minutes

Special Meeting of the Imperial City Council

June 15, 2023

Imperial City Council Chambers
220 W. 9th Street, Imperial, CA 92251
Imperial, CA 92251-1637
Open Session: 1:30 PM

A. City Council Convenes to Open Session at 1:30 PM

Mayor Burnworth Called the Meeting to Order at 1:30 p.m.

Roll Call of the City Council

Councilmembers Present: Tucker, Mendoza, Obeso-Martinez, Amparano and Burnworth

Adjustments to the Agenda

City Manager Morita Confirmed No Adjustments to the Agenda as Presented

B. Public Appearances

B.1 - Matters appearing on the agenda.

Public Appearances: NONE

C. City Council Convenes to Closed Session.

Mayor Burnworth Convened to Closed Session at 1:35 p.m.

- C-1.** Public Employee Discipline/Dismissal Release (§ 54957)
One (1) Case

D. City Council Reconvenes to Open Session.

Action Taken in Closed Session

City Attorney Katherine Turner reported that the City Council discussed one item in Closed Session and direction was given to staff.

E. Adjournment

- E-1.** Adjournment of Special Meeting of the Imperial City Council.

Seeing no further business before the Council, Mayor Burnworth Adjourned the Meeting to the Next Regularly Scheduled City Council Meeting to be held on Wednesday, June 21, 2023, at 7:00 p.m.

Mayor Burnworth Adjourned the Regular Meeting of the City Council at **2:15 p.m.**

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

Kristina M. Shields,
City Clerk

DATE SUBMITTED 09/27/23
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/04/23

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION:
Continue	
Emergency at	1. DISCUSS, APPROVE/DISAPPROVE CONTINUATION OF EMERGENCY
Aten Rd & HWY	AT ATEN RD & HWY 86 INTERSECTION
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



STAFF RECOMMENDATION: Approve Continuance

DEPT. INITIALS



MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Agenda Item No. E-1

DATE SUBMITTED	June 9, 2023	COUNCIL ACTION	(X)
SUBMITTED BY	Public Services	PUBLIC HEARING REQUIRED	()
DATE ACTION REQUIRED	June 12, 2023	RESOLUTION	()
		ORDINANCE 1 ST READING	()
		ORDINANCE 2 ND READING	()
		CITY CLERK'S INITIALS	()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT Declare Emergency at Aten Rd & HWY 86 Intersection	DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove declaration 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: \$12K 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
THERETO 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 09/27/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/04/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Cease
Emergency of
Manhole in Area
13th St & C St

DISCUSSION/ACTION:

1. DISCUSS, APPROVE/DISAPPROVE: CEASE OF EMERGENCY OF MANHOLE IN AREA 13TH ST & C ST

DEPARTMENT INVOLVED: Public Services – Wastewater Collections

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 has been completed by A & R Construction and City Staff.

FISCAL IMPACT: \$23,176.47 A&R Construction
55-555-5241

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Cease Emergency

DEPT. INITIALS

B

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:
AYES: .
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

Agenda Item No. C-3

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 
STAFF RECOMMENDATION: Council declares emergency and ratifies action already taken and approve resolution.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ REJECTED ☐ DISAPPROVED ☐ 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
THERETO 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

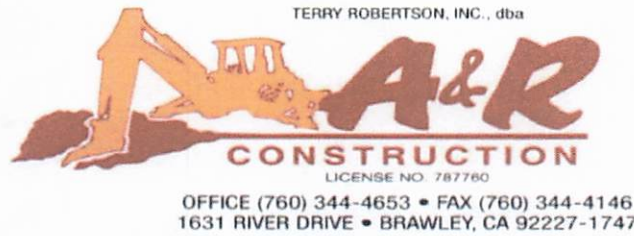
NOES:

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



CONTRACT INVOICE

TO: City of Imperial
420 South Imperial Ave.
Imperial CA 92251

Invoice#: 2428
Invoice Date: 09/19/2023
Due Date: 10/19/2023
Phase# 0

Description	Amount
Job Name: City of Imperial Manhole T&M	
Job Location: City of Imperial	
Materials	
1 ea 48" ID 4 way manhole base	1,095.00
1 ea 48" x 24" x 30 cone	495.00
10 ton CI II base @ \$ 35.00	350.00
10 ton 3/4 rock @ \$30.00	300.00
Manhole lining	3,100.00
AC paving	5,252.50
Equipment	
Service truck 11.5 hrs @ \$85.00	977.50
Backhoe 7 hrs @ \$145.00	1,015.00
305.5 mini excavator 11.5 hrs @ \$155.00	1,782.50
Labor	
Foreman 11.5 hrs @ \$ 110.00	1,265.00
4 Laborers 11.5 hrs each @ 95.00	4,370.00
15% overhead & profit	3,000.37

Non-Taxable Amount:	20,762.87
Taxable Amount:	2,240.00
Sales Tax:	173.60
Retention:	0.00
Amount Due:	23,176.47

Please Pay This Amount

\$23,176.47

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.
Please make check payable to Terry Robertson, Inc. dba: A&R Construction
Thank You for your prompt payment!

1610 East Main Street
Brawley, CA 92227

Invoice

Date	Invoice #
9/13/2023	240206

Bill To
A&R Construction 1631 River Drive Brawley, CA 92227

					P.O. No.	Terms		Project	
						Due on receipt			
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Asphalt	T-Grind, Excavate & haul off demo. asphalt patch Manhole & Trench	5,252.50			1	5,252.50	100.00%	100.00%	5,252.50
Thank you for your business.						Total \$5,252.50			
						Payments/Credits \$0.00			
						Balance Due \$5,252.50			



Bid Proposal for C STREET & 13 STREET - IMPERIAL, CA.

CUSTOMER	A & R CONSTRUCTION 1631 RIVER DR BRAWLEY, CA 92227 Contact: JOHNNIE COMBS (T) 7604551767	Job C STREET & 13 STREET - IMPERIAL, CA. IMPERIAL, CA Bid Date: 09/19/2023 Bid #: 3131501
	Sales Representative Richard Gonzales (T) 760-351-2676 (F) 760-344-4152 Richard.Gonzales@coreandmain.com	Core & Main 1583 River Dr Brawley, CA 92227 (T) 760-351-2676
CONTACT		
NOTES		



Bid Proposal for C STREET & 13 STREET - IMPERIAL, CA.

A & R CONSTRUCTION
Job Location: IMPERIAL, CA
Bid Date: 09/19/2023
Core & Main 3131501

Core & Main
1583 River Dr
Brawley, CA 92227
Phone: 760-351-2676
Fax: 760-344-4152

Seq#	Qty	Description	Units	Price	Ext Price
10	1	48" I.D. 4 WAY BASE	EA	1,095.00	1,095.00
20	1	48" I.D. 24" TALL W/30" CLEAR OPE	EA	495.00	495.00
				Sub Total	1,590.00
				Tax	123.23
				Total	1,713.23

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

DATE SUBMITTED	09/27/2023
SUBMITTED BY	Public Services
DATE ACTION REQUIRED	10/04/2023

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: 1. 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:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
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 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	()

**IMPERIAL CITY COUNCIL
AGENDA ITEM****SUBJECT:**Declare
Emergency at
Aten & Cross Lift
Station**DISCUSSION/ACTION:**

1. Continue Emergency Action as Declared by Resolution No. 2023-53 at 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: UnknownFINANCE
INITIALS

DP

STAFF RECOMMENDATION: Approve Emergency Action

DEPT. INITIALS

\$

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

Htm

MOTION:**SECONDED:**

AYES:

NAYES:

ABSENT:

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

RESOLUTION NO. 2023-53

**RESOLUTION DECLARING AN EMERGENCY,
RATIFYING 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 09/27/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/04/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Purchase
 Budgeted 1. DISCUSS, APPROVE/DISAPPROVE PURCHASE OF BUDGETED
 Turbidimeters TURBIDIMETERS

DEPARTMENT INVOLVED: Public Services -Water Treatment

BACKGROUND/SUMMARY:

Public Services would like to move forward with purchase of budgeted Turbidimeters & Flow Sensors for the Water Treatment Plant. These components are critical for plant reads and maintaining State requirements for reporting.

FISCAL IMPACT: Not to exceed \$35K

50-510-5240

FINANCE
INITIALS

DD

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

JS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Quotation

Quote Number: 100950757v2

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 22-Aug-2023

Quote Expiration: 30-Sep-2023

CITY OF IMPERIAL
CITY HALL
420 S IMPERIAL AVE
IMPERIAL, CA 92251-1637

Name: Robert Emmett
Phone: 760-250-3701
Email: remmett@cityofimperial.org

Customer Account Number : 104585

Sales Contact: Brian Gonzales Email: brian.gonzales@hach.com Phone: 562-561-0001

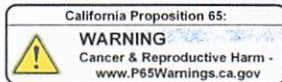
PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord. Standard lead time 5 days.	4	3,064.70	12,258.80
2	LXV445.99.51112	TU5 Series® TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, and System Check, EPA Version. Standard lead time 25 days.	4	4,136.30	16,545.20
3	WRTUPGTU53XX - 1 VISIT	WarrantyPlus Service Agreement includes one on-site start-up or preventative maintenance/calibration visit per year, all parts, labor, and travel for on-site repairs, unlimited technical support calls, and free firmware updates. Automatic Cleaning Module is not covered under this offering.	4	606.00	2,424.00
4	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	4	281.00	1,124.00
Grand Total:					\$ 32,352.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility



ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Brian Gonzales
Title: RSM - Muni Southwest Div
Phone: 562-561-0001
Email: brian.gonzales@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 <u>Hach Service</u>	<u>Pick&Ship™</u>	<u>Technical Support</u>
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 6/3/2023						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 6/3/2023
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from settling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

• • •

ABSENT:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Heritage at Dahlia Ranch, LLC
341 Crown Court
Imperial, California 92251
Attn: Russell H. Roben

Above Space for Recorder's Use

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into on this ____ day of _____, 2023 ("**Date of Agreement**"), by and between the CITY OF IMPERIAL, a municipal corporation of the State of California ("**City**"), and HERITAGE AT DAHLIA RANCH, LLC, a California limited liability company ("**Developer**").

RECITALS

WHEREAS, as of the Date of Agreement, Developer owns certain real property located in the Morning Star Subdivision in the City of Imperial, California (APNs: 063-311-016 through -027, -029, -030, and -032; 063-312-013, -014, -016, -019, -021, -023, -024, -027, -028, and -030 through -033; and 063-010-089) (collectively, the "**Developer Property**"); and

WHEREAS, Developer has voluntarily built the Lift Station related to the Morning Star Subdivision in a manner that can handle more capacity than the is needed by said development; and

WHEREAS, Developer agrees that City has will give future developers in a certain benefitted area that can be serviced by the Lift Station (collectively, the "**Benefited Area**"); and the opportunity to connect to the Lift Station; and

WHEREAS, in the event a future Developer does request and receives permission from the City to connect to the Lift Station, City agrees to reimburse Developer for the costs as set forth herein; and

WHEREAS, the City shall give Developers in the benefited area the option to either (1) provide a wholly developer owned and operated life station or (2) pay to connect to and utilize the current Developer lift station for sewage flow ("**Lift Station**"); and

WHEREAS, as of the Date of Agreement, the City has received no commitment to connect to the Lift Station and shall not be obligated to require any connection to the Lift Station; and

WHEREAS, in the event a future development utilizes the Lift Station, the City shall be obligated to reimburse Developer.

WHEREAS, the purpose of this Agreement is to set forth the manner in which Developer will be reimbursed for costs associated with the Lift Station which benefits other development in the Benefited Area; and

WHEREAS, it is contemplated that if a future developer chooses to connect to the Lift Station, the City will require all properties in the Benefited Area to reimburse Developer for a fair share of the costs associated with the Lift Station as set forth in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Recitals**. The Recitals hereto are correct and incorporated herein by reference and made a part of this Agreement for all purposes.

2. **Definitions**. The following terms will have the meanings set forth below when used in this Agreement:

2.1. "**Acre**" or "**Acreage**" means the acreage of a Parcel as indicated on the

most recent Assessor's Parcel Map, or if the land is not shown on such Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map, condominium plan, or other similar instrument.

2.2. "Assessor's Parcel Map" means an official map of the Imperial County Assessor designating parcels by an assessor's parcel number.

2.3. "Commercial Property" means any Parcel (or portion thereof) designated for retail or commercial activities. Commercial Property is identified as "Commercial" in Exhibit A.

2.4. "Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code section 66410, et seq.) or recordation of a condominium plan pursuant to California Civil Code section 1352, that creates individual Parcels for which building permits may be issued without further subdivision.

2.5. "Hotel Property" means any Parcel (or portion thereof) designated for hotel, motel, hostel, inn, or resort for commercial purposes. Hotel Property is identified as "Hotel" in Exhibit A.

2.6. "Land Use Category" means any of the categories listed in the table attached as Exhibit B.

2.7. "Multifamily Residential Property" means any Parcel of residential property that includes a building or buildings comprised of attached residential units that are under common management and are available for rental, but not purchase, by the general public. Multifamily Residential Property is identified as "Multi Family" in Exhibit A.

2.8. "Parcel" means any lot or parcel within the boundary of the Benefited Area.

2.9. “Single Family Residential Property” means any Parcel of residential property (other than Multifamily Residential Property or Undeveloped Single Family Residential Property) for which a building permit may be issued for attached or detached residential units pursuant to a Final Map. Single Family Residential Property is identified as “Single Family” in Exhibit A.

2.10. “Undeveloped Single Family Residential Property” means any Parcel of residential property other than Multifamily Residential Property and Single Family Residential Property. Undeveloped Single Family Residential Property is identified as “Undeveloped Single Family” in Exhibit A.

3. Benefited Area. The Benefited Area includes the areas benefited by the Lift Station, which are identified as “Phase 1” in Exhibit A. The Benefited Area is generally located within the boundaries of Neckel Road to the south, Ralph Road to the north, La Brucherie Road to the west, and State Highway 86 to the east, in Imperial County, California.

4. Costs Eligible for Reimbursement. As of the Date of Agreement, the total amount of costs associated with the Lift Station that are eligible for reimbursement is \$633,454 (“**Eligible Cost**”). In the event the costs for completing or maintaining the Lift Station (including, without limitation, costs to complete the Remaining Project Work) increase beyond the Eligible Cost, the parties agree to present an Amendment to this Agreement reflecting the Eligible Costs to the City Council, approval of which will be at the sole discretion of the City Council, and, if approved, make corresponding adjustments to the applicable Fair Share Reimbursements (as defined below), if necessary.

5. Reimbursement Amount. The dollar amount per Parcel (or portion thereof) within the Benefited Area to be reimbursed to Developer shall be as set forth in the table

attached as Exhibit B (each a “**Fair Share Reimbursement**”). The Fair Share Reimbursement amounts were calculated based upon engineer calculations of usage for each respective Land Use Category. Total reimbursement to Developer shall not exceed the Eligible Cost set forth in Section 4 above, plus interest. Interest shall commence as of the date of approval of this Agreement by the City Council. Commencing one year from the Date of Agreement, and annually thereafter for the ensuing year, unpaid reimbursement shall be subject to adjustment commensurate with The Wall Street Journal Prime Rate on such annual date, plus 1%. Developer acknowledges and agrees that its actual reimbursement may be less than the Eligible Cost.

6. **Payment.** Either upon agreement to connect received by the City or prior to the issuance of the first building permit for any future project on each Parcel in the Benefited Area, the City shall collect payment of the Fair Share Reimbursement applicable to such Parcel, plus accrued interest. The City shall remit all such monies collected to Developer on a quarterly basis, less a 3% administrative collections fee to be retained by the City. Any reimbursement paid to Developer in accordance with this Agreement shall be considered reimbursement for those costs that are normally borne by the public in accordance with California Labor Code section 1720(c)(3).

7. **Term.** This Agreement shall remain in effect and be binding until the date which is thirty (30) years after the date the Agreement is approved by the City Council, or until Developer receives full reimbursement plus interest, whichever occurs first.

8. **No Obligation to Connect.** The City shall have no obligation to require developers to connect to Lift Station. City shall inform future developers of the opportunity to connect, but shall not be obligated to require connection to Lift Station.

9. **Applicable Law.** This Agreement shall be construed under and enforced in accordance with the laws of the State of California.

10. **Disputes.** The parties agree that any litigation arising out of this Agreement shall be filed and maintained until conclusion in the Superior Court of Imperial County, California.

11. **Binding Agreement.** This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

12. **No Partnership.** Nothing in this Agreement shall be interpreted as creating any form of partnership, joint venture, or other relationship between the parties with reference to the ownership, design, development, financing, or other operations or uses proposed for the subject Lift Station.

13. **No Public Work.** Nothing in this Agreement shall be interpreted as a finding by the City that the Lift Station (including any Remaining Project Work) is a public work, and nothing contained herein shall otherwise be interpreted to cause the Lift Station (or any Remaining Project Work) to be determined a public work within the scope of California Labor Code section 1720, et seq.

14. **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the date hereof, as may be reasonably requested by the other party to consummate the transactions contemplated by this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument, and it shall be sufficient

if any party hereto signs any such counterpart, so long as each of the parties hereto executes at least one such counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement as of the date first set forth above.

DEVELOPER:

**HERITAGE AT DAHLIA RANCH, LLC,
a California limited liability company**

By: _____

Name: _____

Title: _____

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)
) ss.
COUNTY OF IMPERIAL)

On _____ before me, _____,
Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf of which the person
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.

Notary Public

CITY:

CITY OF IMPERIAL, a municipal
corporation of the State of California

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Clerk

EXHIBIT A
Benefited Area

[Attached]

EXHIBIT A

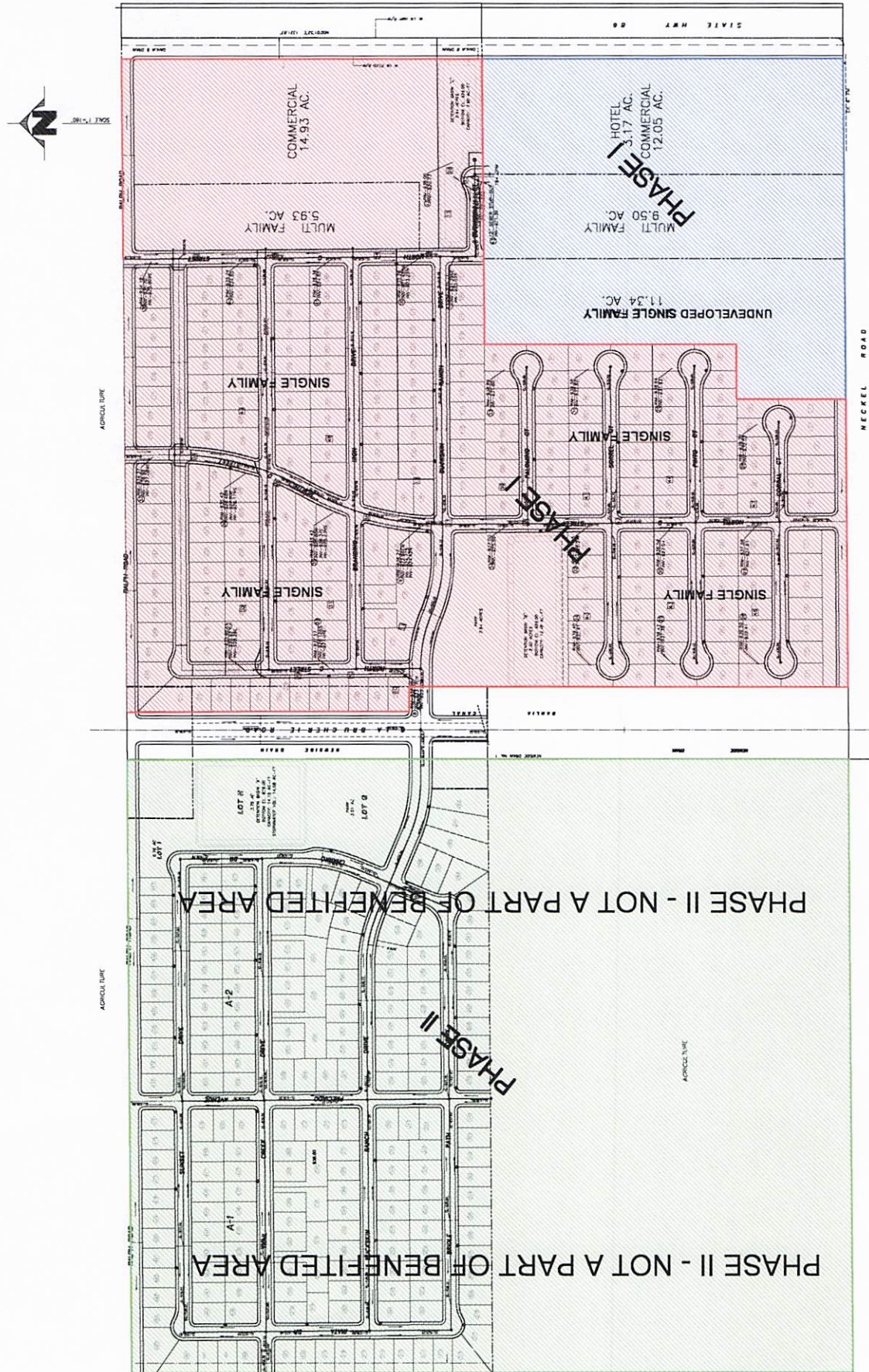
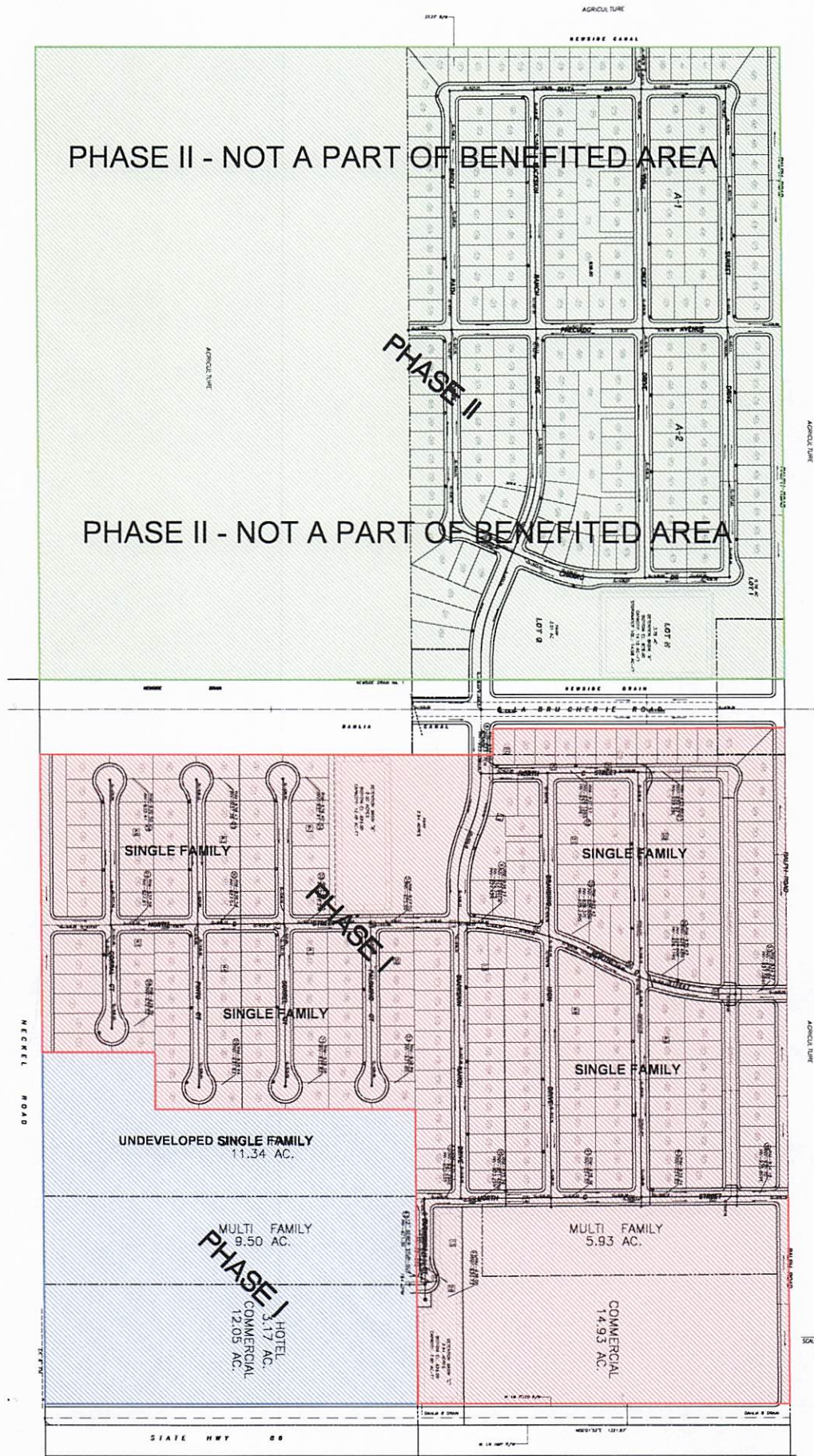
[illegible]

EXHIBIT B

Initial Assigned Fair Share Reimbursement Amounts

Land Use Category	Measurement Unit	Reimbursement Amount Per Measurement Unit
Single Family Residential Property	Parcel	\$911.13 per Parcel
Multifamily Residential Property	Acre	\$14,804.00 per Acre
Hotel Property	Acre	\$11,640.39 per Acre

[illegible]

Affidavit of Publication

State of California
County of Imperial
City of El Centro

Rosa E Noguera

being first duly sworn, deposes and says:

That he/she is a citizen of the United States, over twenty-one years of age; that he/she is and was, at all times herein mentioned, the business manager of the Holtville Tribune, Imperial Valley Weekly/Calexico Chronicle, a newspaper of general circulation published in the City of El Centro and circulated at least once a week in Imperial County, State of California,

*And That The
Notice of Public Hearing*

City of Imperial City Council

Morningstar Subdivision

Of which the annexed is a true printed copy, was published in said newspaper according to Gov't Code publication section 6062

I
issues, and on the following days, to wit:

September 21, 2023

and in the regular and entire issue of said newspaper, and not in any supplement.


OFFICE MANAGER

**HOLTVILLE TRIBUNE
IMPERIAL VALLEY WEEKLY/
CALEXICO CHRONICLE
1122 W STATE ST STE E
EL CENTRO, CALIFORNIA 92243**

PUBLIC NOTICE



**Notice of Public Hearing
City of Imperial City Council**

Notice is hereby given that a public hearing will be conducted by the City of Imperial City Council meeting on Wednesday, October 4, 2023 at 7:00 P.M at the City of Imperial Council Chambers located at 200 W. 9th Street, Imperial, CA 92251. The purpose of the public hearing is to hear comments from the public regarding Morningstar Subdivision Reimbursement Agreement for Sewer Lift Station located at Morningstar Subdivision. The project is categorically exempt from the requirements of the California Environmental Quality Act under section 15303 Construction of Accessory Structure.

Copies of pertinent information are available for review at the Community Development Department at Imperial City Hall during regular business hours. If you would like to know more about the proposed project prior to the public hearing, please contact Othon Mora at the Community Development Department (760) 355-1152 or via email at omora@cityofimperial.org.

Any person desiring to comment on the above project may do so in writing or may appear in person at the public hearing. Written comments should be directed to Kristina Shields, City Clerk, City of Imperial, 420 South Imperial Avenue, Imperial, CA 92251. Please reference the project name in all written correspondence.

Kristina Shields
City Clerk

Legal 9021

Publish: Sept. 21, 2023

DATE SUBMITTED 09/20/23
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 10/04/23

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 the Operational Agreement between WomanHaven and the Imperial Police Department

DEPARTMENT INVOLVED:
 Police

BACKGROUND/SUMMARY:

This agreement between WomanHaven and the Imperial Police Department is for the intent to work in collaboration toward the mutual goal of providing maximum available assistance for crime victims residing in the City of Imperial. The Imperial Police Department would be providing direct referrals to WomanHaven for appropriate services for crime victims. Please see attached Operational Agreement for further information.

FISCAL IMPACT:

None

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

ms #401

MANAGER'S RECOMMENDATION:

*approve and
authorize chief signature*

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Gina R. Vargas
Executive Director



Our mission is to promote and provide a comprehensive response to domestic violence, stalking and human trafficking through Community Outreach & Education, Prevention, Intervention, Client Support Services, Safety Planning and Shelter Services

24-Hour Crisis Hotline
760-353-8530

Drop in Services
510 W Main Street
Suite 106
El Centro CA 92243
760-353-6922

Administration
510 W Main Street
Suite 107
El Centro CA 92243
760-337-4014

Batterers Intervention
104 N 5th Street
El Centro CA 92243
760-353-7304

Fax
760-353-8441

Emergency Shelter
1977

Drop In Center
1986

Thrift Outlet Store
1992

Batterers Intervention
1994

**Imperial County
Coalition Against
Domestic Violence**
1994

Outreach Services
1995

Education Programs
1997

Transitional Housing
1997

**Rapid Rehousing &
Homeless Prevention**
2009

Counseling Services
2010

Mailing Address:
PO Box 2219
El Centro CA 92244
www.womanhaven.org

August 29, 2023

Michael S. Crankshaw, Interim Chief of Police

Please find attached the Operational Agreement between **WomanHaven** and **Imperial Police Department** for the intent to work in collaboration. We believe that forging a partnership between our organizations will yield exceptional results and create a positive impact in our shared goals. Our organizations share a commitment to provide the maximum available assistance for crime victims in Imperial County, and by combining our expertise, resources we can achieve remarkable outcomes.

Please carefully read the section that pertains to your roles and responsibilities for the collaboration. If the OA meets your approval, please sign and one of our staff will go and pick it up or if you prefer to email it back to us at the following address:

Thank you for considering this plan. I am sincerely excited about the potential of our collaboration and the positive outcomes we can achieve together. I eagerly await your response.

Cordially,

Johana Zavala

DV Bilingual Advocate

(760)996-7542 Phone

Proud to partner with



An Equal Opportunity / Affirmative Action Employer

**Operational Agreement
July 1, 2023 – June 30, 2024**

This Operational Agreement stands as evidence that **WomanHaven** and **Imperial Police Department** intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Imperial County. Both agencies believe that implementation of the activities described herein will further this goal. To this end, each agency agrees to participate in the program, by coordinating/providing the following services:

WomanHaven:

- 1) 24 hour crisis Intervention
- 2) Assistance with restraining orders,
- 3) Peer support, information, and referrals to clients, both directly and over the telephone, to assist clients in obtaining appropriate resources from all agencies and services, and to provide safety planning.
- 4) Information and support to clients regarding the criminal justice system, giving particular focus to cases involving those offenders tagged as "high risk" offenders.
- 5) Develop and present domestic violence information and education curriculum for clients.
- 6) Continue to be an active participant in interpersonal violence education, court accompaniment and provide temporary emergency shelter.
- 7) To share information regarding victims of interpersonal violence when appropriate and if authorization has been obtained from the victim.

Immediate on-call service is available 24 hours a day from WomanHaven.

Imperial Police Department:

- 1) Direct referral to WomanHaven of appropriate clientele and information, support, and services to staff and victims.
- 2) To engage in cross training and meetings with WomanHaven staff as needed.
- 3) Send monthly report of number of persons referred for services via email to reports@womanhaven.org. - Attention to Gerardo Ramirez

Both parties agree that they will provide services in accordance with the generally accepted principles governing care of victims of sexual assault, domestic violence, human trafficking, dating violence and stalking as stated in the WomanHaven project application.

We, the undersigned, as authorized representatives of WomanHaven and Imperial Police Department do hereby approve this document.

For WomanHaven, Gina R. Vargas Executive Director

Date

For The Imperial Police Department
Michael S. Crankshaw, Interim Chief of Police

Date

**AGREEMENT BETWEEN THE COUNTY OF IMPERIAL
AND THE CITY OF IMPERIAL FOR THE IMPERIAL COUNTY SHERIFF'S OFFICE TO
PROVIDE EMERGENCY DISPATCH SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into effective the 12th day of September, 2023 by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Imperial County Sheriff's Office, ("County"), and the **CITY OF IMPERIAL**, a California municipality with its main office at 420 South Imperial Avenue, Imperial, 92251, through its Imperial Police Department, ("City"); (individually, "Party;" collectively, "Parties") shall be as follows:

RECITALS

WHEREAS, the Imperial County Sheriff's Office ("ICSO") has the trained personnel, equipment, and facilities to provide radio dispatching services on a twenty-four(24) hour per day, seven (7) days per week basis in the operation of its law enforcement functions; and

WHEREAS, the City, through its Imperial Police Department ("Imperial PD" desires to contract with the County for the ICSO to provide dispatch services for the City by the reason its qualifications and experience for the performing such services; and

WHEREAS, the ICSO has offered to provide specified emergency dispatch and communications services for the City on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties have and hereby agree to the following:

1. TERM.

1.1 The term of this Agreement ("Initial Term") shall be effective from the date first written above and continues thereafter for a period of (3) years, unless otherwise modified or terminated by either Party as provided for herein.

1.2 Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional on (1) year period ("Renewal Term"), unless otherwise modified or terminated by either Party as provided for herein.

///

///

1 **2. SCOPE OF SERVICES.**

2 County shall provide services for the City identified under "Scope of Service" in ICSO's summary
3 quote, which is attached hereto and incorporated herein by this reference as Exhibit "A".

4 **3. COMPENSATION.**

5 **3.1** City shall pay County a flat rate in the amount of **Two Hundred Sixty Thousand Dollars,**
6 **and Zero Cents (\$260,000.00)** on Initial Term, **Two Hundred Eighty Thousand Dollars, and**
7 **Zero Cents (\$280,000.00)** for second year, **Three Hundred Thousand Dollars, and Zero Cents**
8 **(\$300,000.00)** for third year, for the County's services contemplated under this Agreement, as
9 identified in Exhibit "A".

10 **3.2** Such compensation shall be paid in four (4) equal quarterly installments on the first day of
11 March, June, September and December for each year during the term of this Agreement. The
12 amount of each installment payment shall be \$65,000.00 for four (4) equal quarterly installment
13 payments for the Initial Term (2023-2024) for a twelve-month period. The amount of each
14 installment payment for second fiscal year (2024-2025) shall be \$70,000.00 for four (4) equal
15 quarterly installment payments for a twelve-month period. The amount of each installment
16 payment for the third fiscal year (2025-2026) shall be \$75,000.00 for four (4) equal quarterly
17 installment payments for a twelve-month period during the Agreement.

18 **3.3** County shall provide an invoice to City at the onset of each quarterly installment payment
19 that shall be due and payable as set forth in Paragraph 3.2. The invoice will reflect all services
20 performed and amounts owed under this Agreement during the invoiced period.

21 **3.4** In the event this Agreement is terminated by either Party, City shall pay County the total
22 outstanding balance for services rendered upon receipt of the final invoice within thirty (30)
23 calendar days of the date of termination.

24 **4. TERMINATION.**

25 Either Party may terminate this Agreement at any time, with or without cause, by notifying the
26 other Party of its intent to terminate the Agreement and specifying the effective date thereof, at
27 least ninety (90) days before the effective date of such termination. The SRO shall remain under
28 the supervision, direction, and control of the ICSO, who shall administer this Agreement on behalf

1 **5. ADMINISTRATION AND SUPERVISION.**

2 **5.1** ICSO employees and staff performing services on behalf of County under this Agreement
3 shall remain under the supervision, direction and control of the ICSO, who shall administer this
4 Agreement on behalf of the County. County employees and staff shall not be considered agents,
5 employees, or deputies of City.

6 **5.2** Imperial PD employees and staff performing services on behalf of City under this
7 Agreement shall remain under the supervision, direction, and control of the Imperial PD, who shall
8 be considered agents, employees, or deputies of County.

9 **6. CITY RESPONSIBILITIES.**

10 City shall be responsible for:

11 **6.1** Providing appropriate information to ICSO staff on City's standard operating
12 procedures necessary to enable County to provide the services contemplated herein.

13 **6.2** Installing any additional telephone lines or equipment it deems necessary to permit
14 County to provide the services requested herein. City agrees to obtain County approval
15 before making any installations related to this Agreement to ensure compatibility with
16 County's obligation as provided for in Paragraph 7.2.

17 **6.3** The proper handling and disposition of its non-emergency telephone calls and
18 services.

19 **6.4** Providing and maintaining accurate mapping and related information necessary for
20 efficient emergency dispatching, including promptly sending any updates or changes to the
21 ICSO Dispatch/Communication Center.

22 **7. MUTUAL RESPONSIBILITIES.**

23 Both Parties shall be responsible for:

24 **7.1** Agreeing upon all operational procedures necessary to carry out the material terms
25 of this Agreement. In the event an emergency requires changes to the operational
26 procedures, or the Parties cannot come to a mutual agreement, the procedure shall be
27 determined jointly by the Sheriff and the Chief of Police.

28 **7.2** Meeting and endeavoring to reach an agreement as to whether unforeseen or needed

capital expenditures utilized in providing services here under should occur, as identified in Exhibit "A".

7.3 Meeting on a bi-annual basis to discuss the terms and conditions of this Agreement.

8. **JURISDICTION AND VENUE.**

This Agreement is made and entered into in Imperial County, California. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the Parties agree that any action brought by either Party regarding this Agreement shall be brought in a court of competent jurisdiction in Imperial County.

9. **INSURANCE.**

Each Party shall retain sufficient insurance, or otherwise be sufficiently self-insured, to meet its respective obligations under this Agreement.

10. **INDEMNIFICATION.**

10.1 Each Party agree, to the fullest extent permitted by law, to defend with counsel acceptable to the other Party, indemnify and hold the other Party, its representatives, officers, elected officials, designees, employees, agents, successors and assigns, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts and omissions or willful misconduct of the indemnifying Party, its officers, employees, representatives, elected officials, designees, or agents.

10.3 Notwithstanding the foregoing, in the event that the Parties are both held to be responsible for the negligent acts and omissions or willful misconduct of its own officers, employees, representatives, elected officials, designee, or agents, the Parties will bear their proportionate share of liability as determined in any such proceeding. Each Party to bear its own costs and attorney's fees.

11. **NO AGENCY.**

Nothing herein contained shall be construed to create, and the Parties hereto expressly

1 disclaim any intent to create, any form of agency relationship, joint venture or partnership.

2 **12. SEVERABILITY.**

3 If any provision of this Agreement is held by a court of competent jurisdiction to be void,
4 invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

5 **13. GOOD FAITH PERFORMANCE.**

6 The Parties hereto agree to act in good faith and deal fairly with the other Party in the
7 performance of this Agreement.

8 **14. ASSIGNMENT.**

9 Neither this Agreement nor any duties or obligations under this Agreement may be
10 assigned by District without prior written consent of County.

11 **15. NOTICES.**

12 Any notice to be given pursuant to this Agreement shall be in writing and personally
13 delivered or sent by certified mail, postage prepaid, return receipt requested or by overnight
14 carrier, priority overnight delivery, postage and delivery charges prepaid, to each Party at
15 the following addresses:

16

17 COUNTY
18 Federico Miramontes, Sheriff
19 Imperial County Sheriff's Office
328 Applestill Road
El Centro, CA 92243

CITY
Dennis Morita, City Manager
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

20 Copies of notices to Sheriff shall also be sent to:

21 Imperial County Executive Office
22 Attn: County Executive Officer
23 940 West Main Street, Suite 208
El Centro, CA 92243

24 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72)
25 hours after deposit in the United States mail or twenty-four (24) hours after deposit with an
26 overnight carrier. The addressees and addresses for purposes of this Paragraph may be changed to
27 any other addressee and address by giving written notice of such change in the manner provided
28 in this Paragraph. Unless and until written notice of change of addressee and/or address is delivered

1 in the manner provided in this paragraph, the addressee and address set forth in this Agreement
2 shall continue in effect for all purposes hereunder.

3 **15. WAIVER.**

4 Any waiver of any default by any Party to this Agreement shall be deemed to be a waiver of any
5 subsequent default. Failure on the part of County to require exact, full, and complete compliance
6 with any term of this Agreement shall not be construed in any manner as changing the terms hereof,
7 or stopping County from enforcement hereof.

8 **17. ENTIRE AGREEMENT.**

9 This Agreement contains the entire Agreement between the Parties relating to the transactions
10 contemplated hereby, and supersedes all prior or contemporaneous Agreement, understandings,
11 provisions, negotiations, representations, or statements, either written or oral.

12 **18. MODIFICATION.**

13 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
14 unless the same is in writing and signed by both Parties.

15 **19. REVIEW OF AGREEMENT TERMS.**

16 **19.1** Each Party has had the opportunity to receive independent legal advice from its attorney(s)
17 with respect to the advisability of making the representations, warranties, covenants, and
18 agreements provided for herein, and with respect to the advisability of executing this Agreement.

19 **19.2** No presumption or rule that ambiguities shall be construed against the drafting party shall
20 apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

21 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year
22 first above written.

23 **County of Imperial**

City of Imperial

24
25 By: Ry Kelley
26 Ryan E. Kelley, Chairman
27 Imperial County Board of Supervisors
28

By: Dennis H. Morita
Dennis Morita, City Manager

///
///

1 ATTEST

2
3 By:

Blanca Acosta 09-14-23

4 Blanca Acosta, Clerk of the Board
County of Imperial, State of California

5
6 APPROVED AS TO FORM

7 Eric R. Havens,
8 County Counsel

9 By:

Mistelle Abdelmagied

10 Mistelle Abdelmagied
11 Assistant County Counsel

ATTEST

By:

Kristina Shields

Kristina Shields, City Clerk
City of Imperial, State of California

APPROVED AS TO FORM

City of Imperial,
Office of the City Attorney

By:

Katherine Turner

Katherine Turner
City Attorney



IMPERIAL COUNTY SHERIFF'S OFFICE

Fred Miramontes
SHERIFF • CORONER • MARSHAL



June 23, 2023

Imperial County Sheriff's Office Summary Quote to provide services for the City of Imperial (Police) Dispatch and Communications Services

Scope of Service

1. Dispatching radio communications services for twenty (24) hour per day, seven days a week.
2. 911 emergency dispatch services for police calls for service.
3. Use of California Law Enforcement Telecommunication System (CLETS) through ICSO.
4. Benefit of ICSO Dispatch/Communication Center equipment to include:
 - a. Motorola MCC 7500 consoles
 - b. Russ Basset Console position
 - c. Verint Voice Logging Recorder system
 - d. AT & T 911 VETA system

Annual Cost:	\$ 260,000.00	fiscal year (2022-2023)
	\$ 280,000.00	fiscal year (2023-2024)
	\$ 300,000.00	fiscal year (2024-2025)

Additional Cost not provided:

1. Monthly telephone services associated with trunking and other reporting telephone lines.
2. Unforeseen or needed capital expenditures, to be mutually agreed upon by both parties.

Manuel De Leon, Chief Deputy
Imperial County Sheriff's Office
(442) 265-2004

EXHIBIT "A"

June 23, 2023

**Imperial County Sheriff's Office Summary Quote to provide services for the
City of Imperial (Police) Dispatch and Communications Services**

Scope of Service

1. Dispatching radio communications services for twenty (24) hour per day, seven days a week.
2. 911 emergency dispatch services for police calls for service.
3. Use of California Law Enforcement Telecommunication System (CLETS) through ICSO.
4. Benefit of ICSO Dispatch/Communication Center equipment to include:
 - a. Motorola MCC 7500 consoles
 - b. Russ Basset Console position
 - c. Verint Voice Logging Recorder system
 - d. AT & T 911 VCTA system

Annual Cost:	\$ 260,000.00	fiscal year (2022-2023)
	\$ 280,000.00	fiscal year (2023-2024)
	\$ 300,000.00	fiscal year (2024-2025)

Additional Cost not provided:

1. Monthly telephone services associated with trunking and other reporting telephone lines.
2. Unforeseen or needed capital expenditures, to be mutually agreed upon by both parties.

**Manuel De Leon, Chief Deputy
Imperial County Sheriff's Office
(442) 265-2004**

REFERENCED AGREEMENT

**AGREEMENT BETWEEN THE COUNTY OF IMPERIAL
AND THE CITY OF IMPERIAL FOR THE IMPERIAL COUNTY SHERIFF'S OFFICE
TO PROVIDE EMERGENCY DISPATCH SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into effective the 6th day of August, 2019 by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, through its Imperial County Sheriff's Office, ("County"), and the CITY OF IMPERIAL, a California municipality with its main office located at 420 South Imperial Avenue, Imperial, California 92251, through its Imperial Police Department, ("City"); (individually, "Party," collectively, "Parties") shall be as follows:

RECITALS

WHEREAS, the Imperial County Sheriff's Office ("ICSO") has the trained personnel, equipment, and facilities to provide radio dispatching services on a twenty-four (24) hour per day, seven (7) days per week basis in the operation of its law enforcement functions; and

WHEREAS, the City, through its Imperial Police Department ("Imperial PD") desires to contract with the County for the ICSO to provide dispatch services for the City by reason its qualifications and experience for performing such services; and

WHEREAS, the ICSO has offered to provide specified emergency dispatch and communications services for the City on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties have and hereby agree to the following:

1. TERM.

1.1 The term of this Agreement ("Initial Term") shall be effective from the date first written above and continues thereafter for a period of three (3) years, unless otherwise modified or terminated by either Party as provided for herein.

1.2 Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional one (1) year period ("Renewal Term"), unless otherwise modified or terminated by either Party as provided for herein.

///

///

1 **2. SCOPE OF SERVICES.**

2 County shall provide services for the City identified under "Scope of Service" in ICSO's
3 summary quote, which is attached hereto and incorporated herein by this reference as **Exhibit "A."**

4 **3. COMPENSATION.**

5 **3.1** City shall pay County a flat rate in the amount of **Two Hundred Forty-One Thousand,**
6 **Three Hundred Forty-One Dollars and Thirty Cents (\$241,341.30)** per year, for County's services
7 contemplated under this Agreement, as identified in Exhibit "A."

8 **3.2** Such compensation shall be paid in four (4) equal quarterly installments on or before the
9 last day of March, June, September, and December of each year during the term of this Agreement. The
10 amount of each installment payment shall be \$60,335.33 for the first three (3) installment payments, and
11 \$60,335.31 for the last installment payment for each twelve-month period during the Agreement.

12 **3.3** County shall provide an invoice to City for each quarterly installment payments in
13 arrears, that shall be due and payable as set forth in Paragraph 3.2. The invoice will reflect all services
14 performed and amounts owed under this Agreement during the invoiced period.

15 **3.4** In the event this Agreement is terminated by either Party, City shall pay County the total
16 outstanding balance for services rendered upon receipt of the final invoice within thirty (30) calendar
17 days of the date of termination.

18 **4. TERMINATION.**

19 Either Party may terminate this Agreement at any time, with or without cause, by notifying the
20 other Party of its intent to terminate the Agreement and specifying the effective date thereof, at least
21 ninety (90) days before the effective date of such termination.

22 **5. ADMINISTRATION AND SUPERVISION.**

23 **5.1** ICSO employees and staff performing services on behalf of County under this Agreement
24 shall remain under the supervision, direction, and control of the ICSO, who shall administer this
25 Agreement on behalf of the County. County employees and staff shall not be considered agents,
26 employees, or deputies of City.

27 **5.2** Imperial PD employees and staff performing services on behalf of City under this
28 Agreement shall remain under the supervision, direction, and control of the Imperial PD, who shall

1 administer this Agreement on behalf of the City. City employees and staff shall not be considered
2 agents, employees, or deputies of County.

3 **6. CITY RESPONSIBILITIES.**

4 City shall be responsible for:

5 **6.1** Providing appropriate information to ICSO staff on City's standard operating procedures
6 necessary to enable County to provide the services contemplated herein.

7 **6.2** Installing any additional telephone lines or equipment it deems necessary to permit
8 County to provide the services requested herein. City agrees to obtain County approval before making
9 any installations related to this Agreement to ensure compatibility with County's obligations as provided
10 for in Paragraph 7.2.

11 **6.3** The proper handling and disposition of its non-emergency telephone calls and services.

12 **6.4** Providing and maintaining accurate mapping and related information necessary for
13 efficient emergency dispatching, including promptly sending any updates or changes to the ICSO
14 Dispatch/Communication Center.

15 **7. MUTUAL RESPONSIBILITIES.**

16 Both Parties shall be responsible for:

17 **7.1** Agreeing upon all operational procedures necessary to carry out the material terms of this
18 Agreement. In the event an emergency requires changes to the operational procedures, or the Parties
19 cannot come to a mutual agreement, the procedure shall be determined jointly by the Sheriff and Chief
20 of Police.

21 **7.2** Meeting and endeavoring to reach an agreement as to whether unforeseen or needed
22 capital expenditures utilized in providing services hereunder should occur, as identified in Exhibit "A."

23 **7.3** Meeting on a bi-annual basis to discuss the terms and conditions of this Agreement.

24 **8. JURISDICTION AND VENUE.**

25 This Agreement is made and entered into in Imperial County, California. This Agreement shall
26 be construed and enforced in accordance with the laws of the State of California, and the Parties agree
27 that any action brought by either Party regarding this Agreement shall be brought in a court of
28 competent jurisdiction in Imperial County.

1 **9. INSURANCE.**

2 Each Party shall retain sufficient insurance, or otherwise be sufficiently self-insured, to meet its
3 respective obligations under this Agreement.

4 **10. INDEMNIFICATION.**

5 **10.1** Each Party agrees, to the fullest extent permitted by law, to defend with counsel
6 acceptable to the other Party, indemnify and hold the other Party, its representatives, officers, elected
7 officials, designees, employees, agents, successors and assigns, harmless from and against any and all
8 liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out
9 of the performance of this Agreement, but only in proportion to and to the extent such liability, loss,
10 expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts
11 and omissions or willful misconduct of the indemnifying Party, its officers, employees, representatives,
12 elected officials, designees, or agents.

13 **10.2** Notwithstanding the foregoing, in the event that the Parties are both held to be
14 responsible for the negligent acts and omissions or willful misconduct of its own officers, employees,
15 representatives, elected officials, designees, or agents, the Parties will bear their proportionate share of
16 liability as determined in any such proceeding. Each Party to bear its own costs and attorneys' fees.

17 **11. NO AGENCY.**

18 Nothing herein contained shall be construed to create, and the Parties hereto expressly disclaim
19 any intent to create, any form of agency relationship, joint venture or partnership.

20 **12. SEVERABILITY.**

21 If any provision of this Agreement is held by a court of competent jurisdiction to be void,
22 invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

23 **13. GOOD FAITH PERFORMANCE.**

24 The Parties hereto agree to act in good faith and deal fairly with the other Party in the
25 performance of this Agreement.

26 **14. ASSIGNMENT.**

27 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by
28 District without prior written consent of County.

1 **15. NOTICES.**

2 Any notice to be given pursuant to this Agreement shall be in writing and personally delivered or
3 sent by certified mail, postage prepaid, return receipt requested or by overnight carrier, priority
4 overnight delivery, postage and delivery charges prepaid, to each Party at the following addresses:

5 **COUNTY**

6 Raymond Loera, Sheriff
7 Imperial County Sheriff's Office
328 Applestill Road
El Centro, CA 92243

CITY

Stefan T. Catwin, City Manager
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

8 Copies of notices to Sheriff shall also be sent to:

9 Imperial County Executive Office
10 Attn: County Executive Officer
940 West Main Street, Suite 208
11 El Centro, CA 92243

12 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72)
13 hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight
14 carrier. The addressees and addresses for purposes of this Paragraph may be changed to any other
15 addressee and address by giving written notice of such change in the manner provided in this Paragraph.
16 Unless and until written notice of change of addressee and/or address is delivered in the manner
17 provided in this Paragraph, the addressee and address set forth in this Agreement shall continue in effect
18 for all purposes hereunder.

19 **16. WAIVER.**

20 No waiver of any default by any Party to this Agreement shall be deemed to be a waiver of any
21 subsequent default. Failure on the part of County to require exact, full, and complete compliance with
22 any term of this Agreement shall not be construed in any manner as changing the terms hereof, or
23 estopping County from enforcement hereof.

24 **17. ENTIRE AGREEMENT.**

25 This Agreement contains the entire Agreement between the Parties relating to the transactions
26 contemplated hereby, and supersedes all prior or contemporaneous Agreements, understandings,
27 provisions, negotiations, representations, or statements, either written or oral.

28 ///

1 **18. MODIFICATION.**

2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
3 unless the same is in writing and signed by both Parties.

4 **19. REVIEW OF AGREEMENT TERMS.**

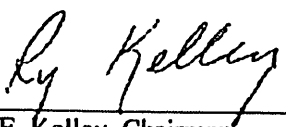
5 **19.1** Each Party has had the opportunity to receive independent legal advice from its
6 attorney(s) with respect to the advisability of making the representations, warranties, covenants and
7 agreements provided for herein, and with respect to the advisability of executing this Agreement.

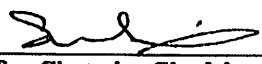
8 **19.2** No presumption or rule that ambiguities shall be construed against the drafting party
9 shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

10 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
11 above written.

12 **County of Imperial**

City of Imperial

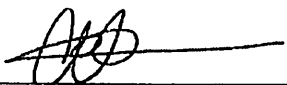
13
14 By: 
15 Ryan E. Kelley, Chairman
16 Imperial County Board of Supervisors

By: 
Stefan Chatwin, City Manager
City of Imperial, State of California

17 **ATTEST:**

ATTEST:

18
19 By: 
20 Blanca Acosta, Clerk of the Board,
21 County of Imperial, State of California

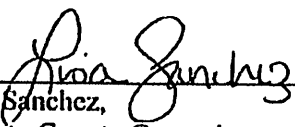
By: 
Alexis Chalupnik, Deputy City Clerk
City of Imperial, State of California

22 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

23 Katherine Turner,
24 County Counsel

City of Imperial,
Office of the City Attorney

25 By: 
26 Lisa Sanchez,
27 Deputy County Counsel

By: 
Dennis H. Morita,
City Attorney



EXHIBIT A
IMPERIAL COUNTY SHERIFF'S OFFICE
RAYMOND LOERA
SHERIFF • CORONER • MARSHAL



June 14, 2019

**Imperial County Sheriff's Office summary Quote to provide services for the
City of Imperial (Police and Fire Operations) Dispatch and Communications Services**

Scope of Service

- 1 Dispatching radio communications services for twenty-four (24) hour per day, seven days per week.
- 2 911 emergency dispatch services for police and fire calls for service.
- 3 Use of the California Law Enforcement Telecommunication System (CLETS) through the ICSO
- 4 Benefit of ICSO Dispatch/Communication Center equipment to include:
 - Motorola Radio P25 compatible Console
 - Russ Basset Console Position
 - Verint Voice Logging Recorder system
 - AT&T 911 VETA system

ANNUAL COST: \$ **241,341.30**

Additional Cost not Provided:

- 1 Monthly telephone services associated with trunking and other reporting telephone lines.
- 2 Unforeseen or needed capital expenditures, to be mutually agreed upon by both parties.

Thomas Garcia, Chief Deputy
Imperial County Sheriff's Office
(442) 265-2004



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 8-13-19

Approved by the Board of Supervisors

Clerk of the Board of Supervisors
County of Imperial

8-13-19 Date KLC Minute Order #

BY: [Signature]
Clerk

DATE SUBMITTED October 4, 2023

SUBMITTED BY City Manager

DIRECTION October 4, 2023

COUNCIL ACTION ()

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

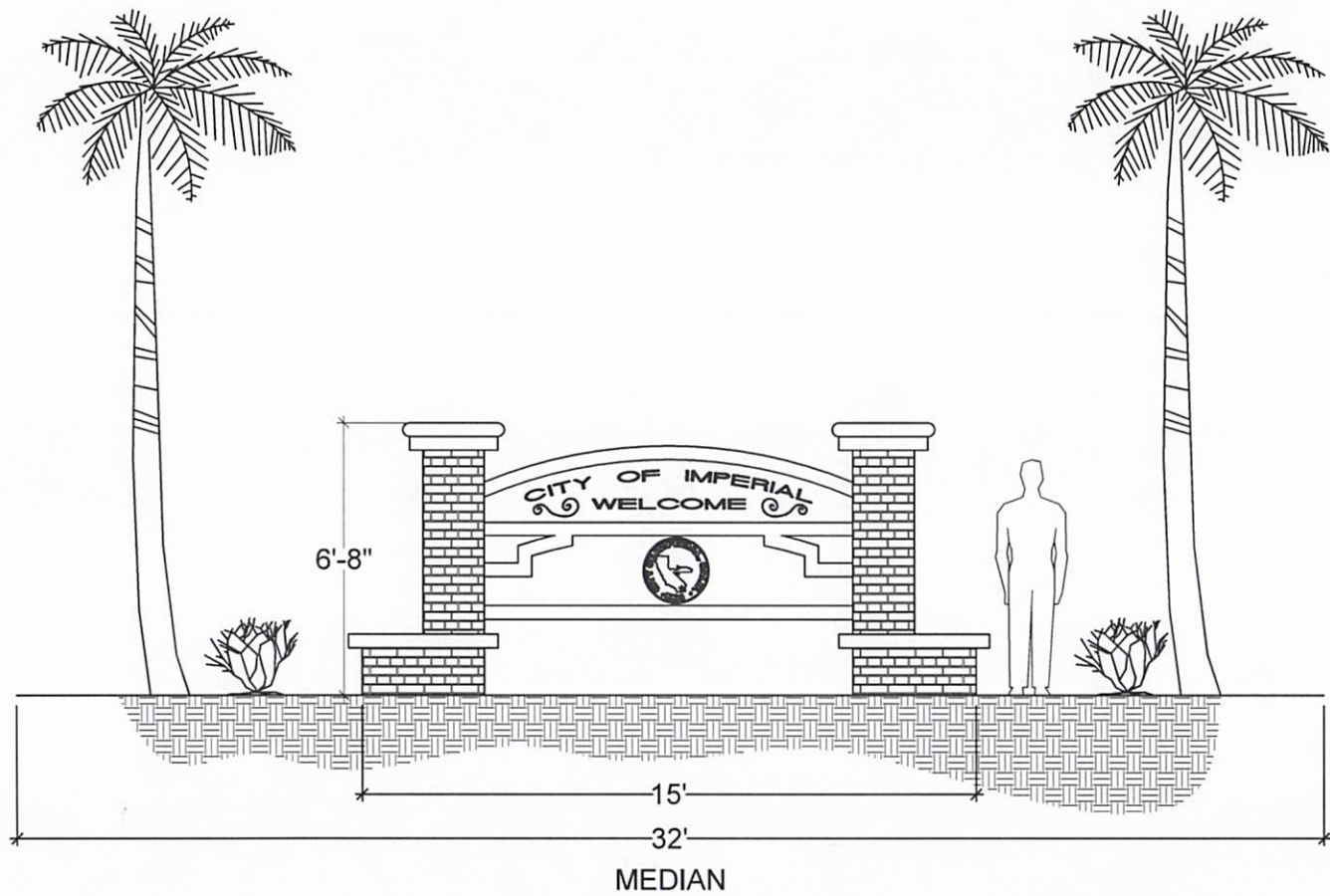
ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION Monument Signs DEPARTMENTS INVOLVED: City Manager, Community Development, Public Services, Parks & Rec				
BACKGROUND/SUMMARY: Council has, for some time, requested signage, other than the typical city limit signs, to give the motoring public notice of their entry to our city. Ideally, whatever is done at this point will be consistent with the blueprint. Attached is one concept which is intended as a starting point to the discussion.				
FISCAL IMPACT: TBD	FINANCE INITIALS _____			
STAFF RECOMMENDATION:	DEPT. INITIALS _____			
MANAGER'S RECOMMENDATION: Conduct a discussion regarding ideas for signage. Depending on the direction council wishes to proceed, our talented staff may be able to produce the sign in-house.	CITY MANAGER'S INITIALS <u>DM</u>			
MOTION: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		



General Notes



Company Name

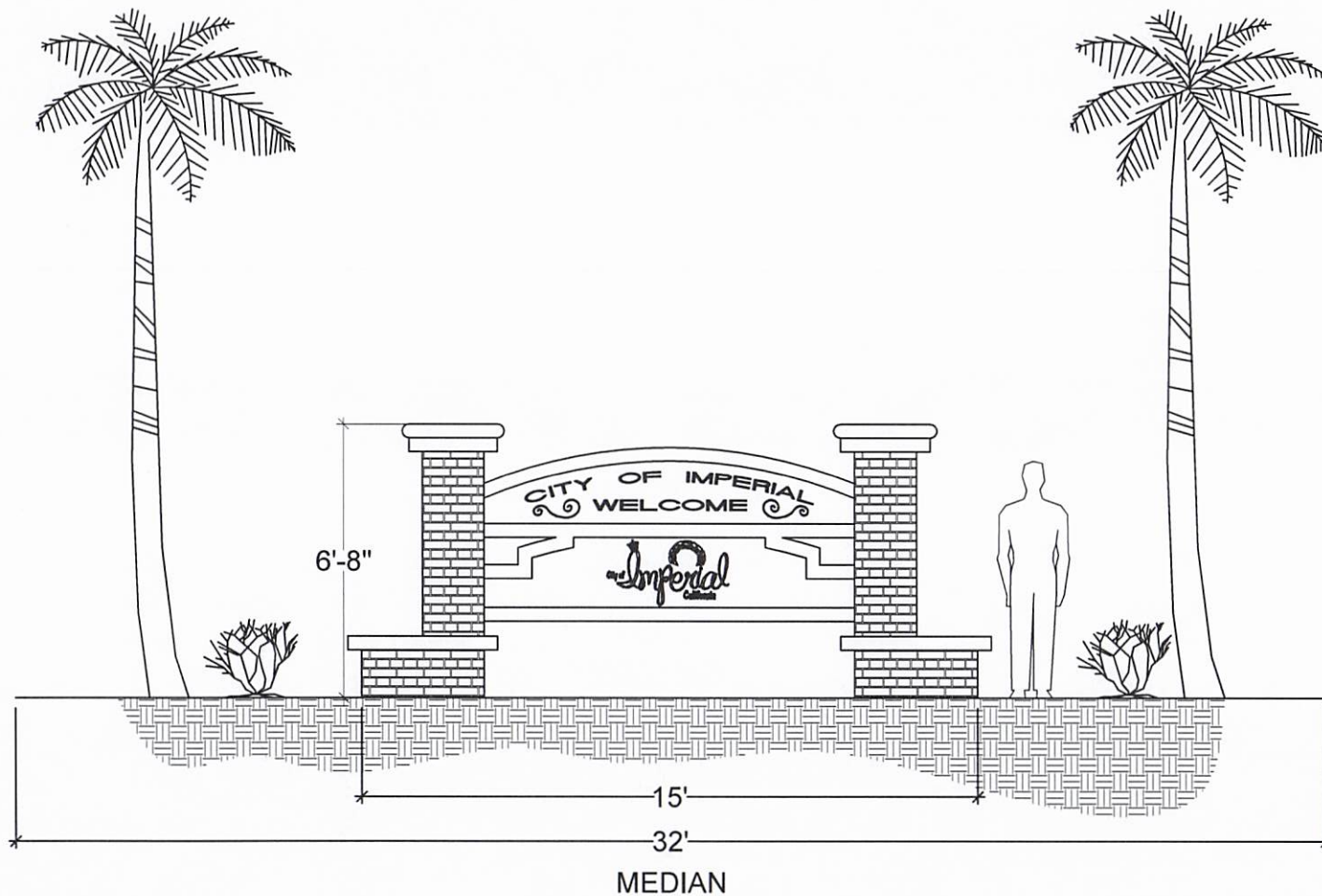
Project Name

MONUMENT SIGN

Drawn By:

Date:

Scale: NTS



General Notes



Company Name

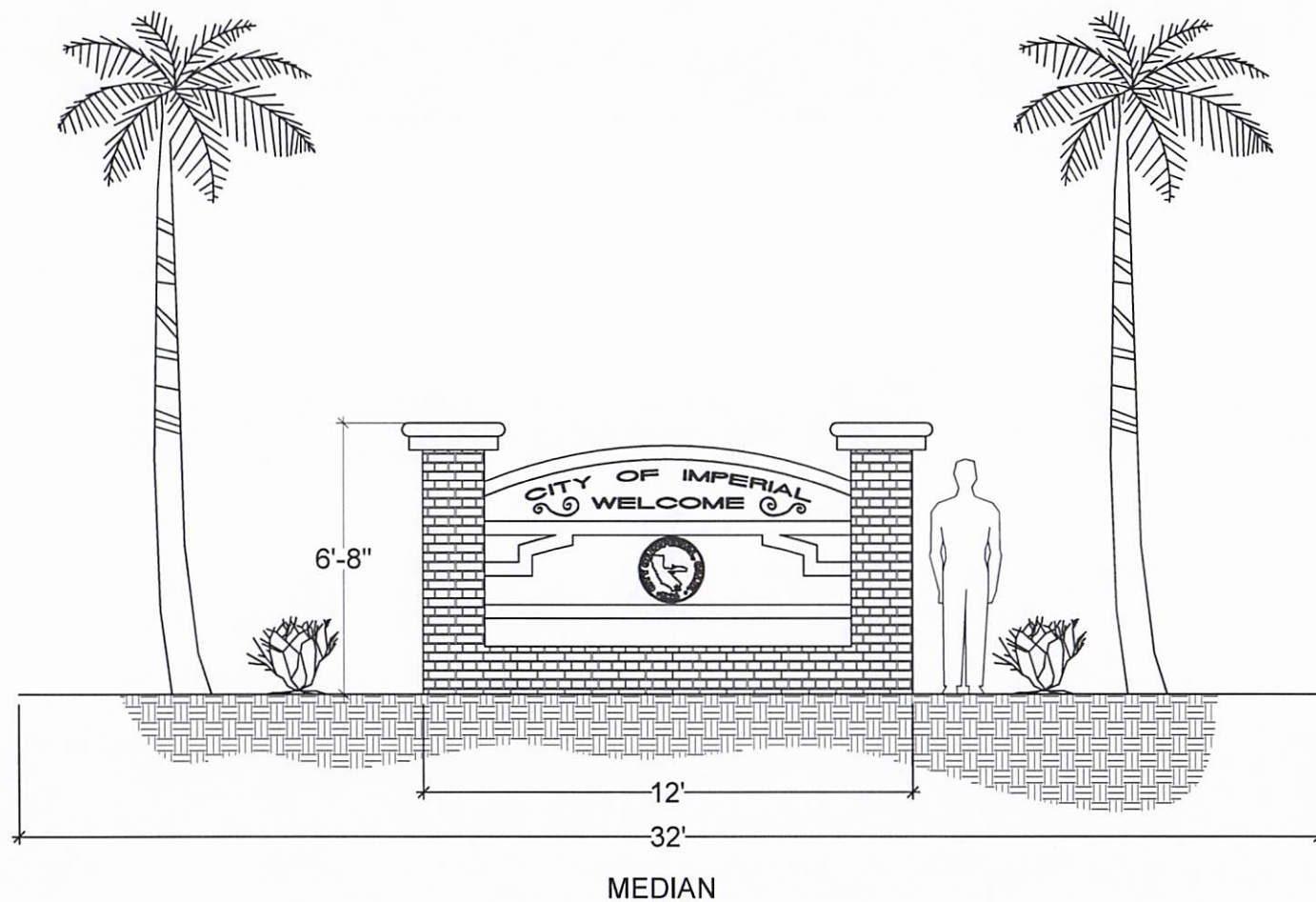
Project Name

MONUMENT SIGN

Drawn By:

Date:

Scale: NTS



General Notes



Company Name

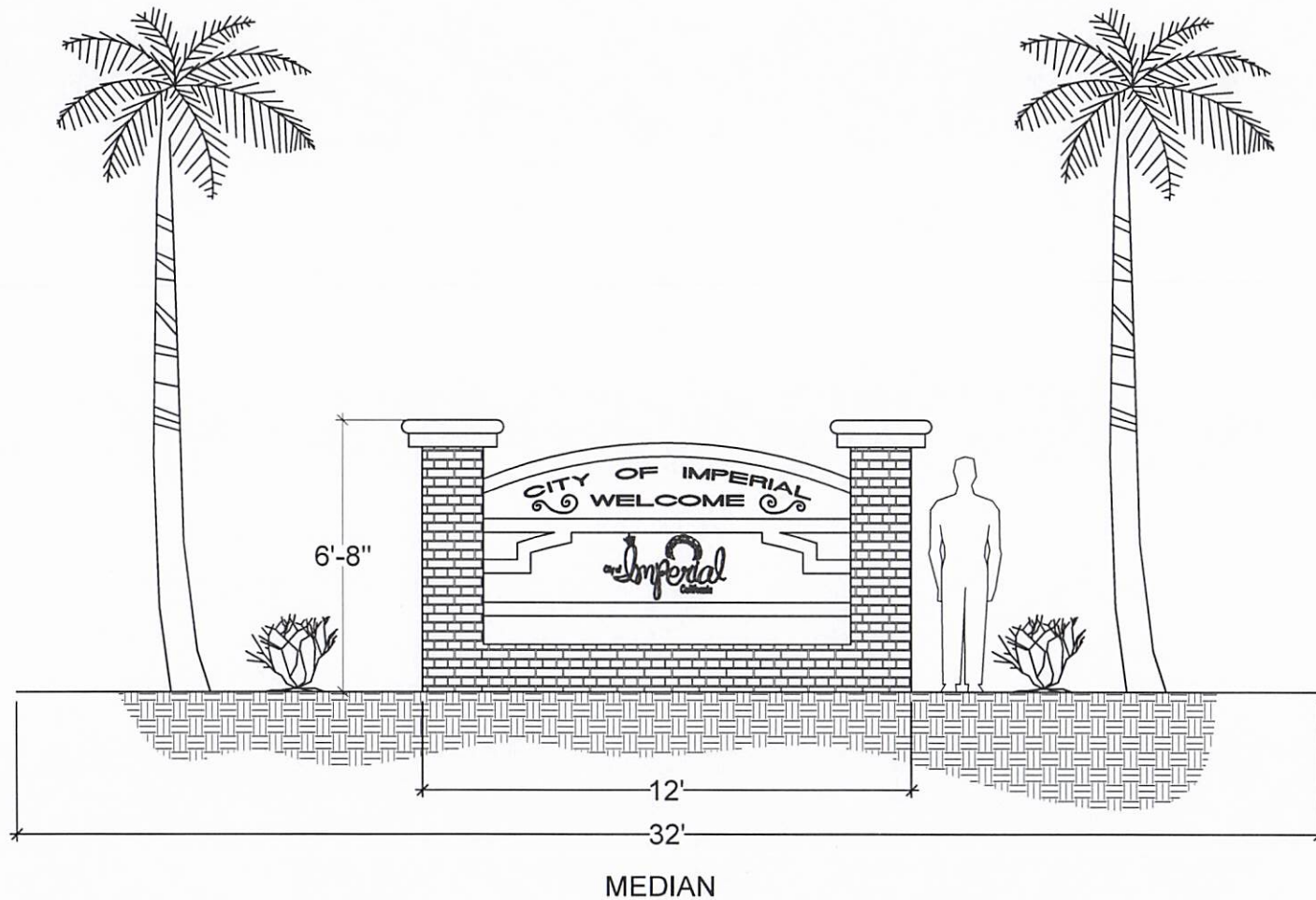
Project Name

MONUMENT SIGN

Drawn By:

Date:

Scale: NTS



General Notes



Company Name

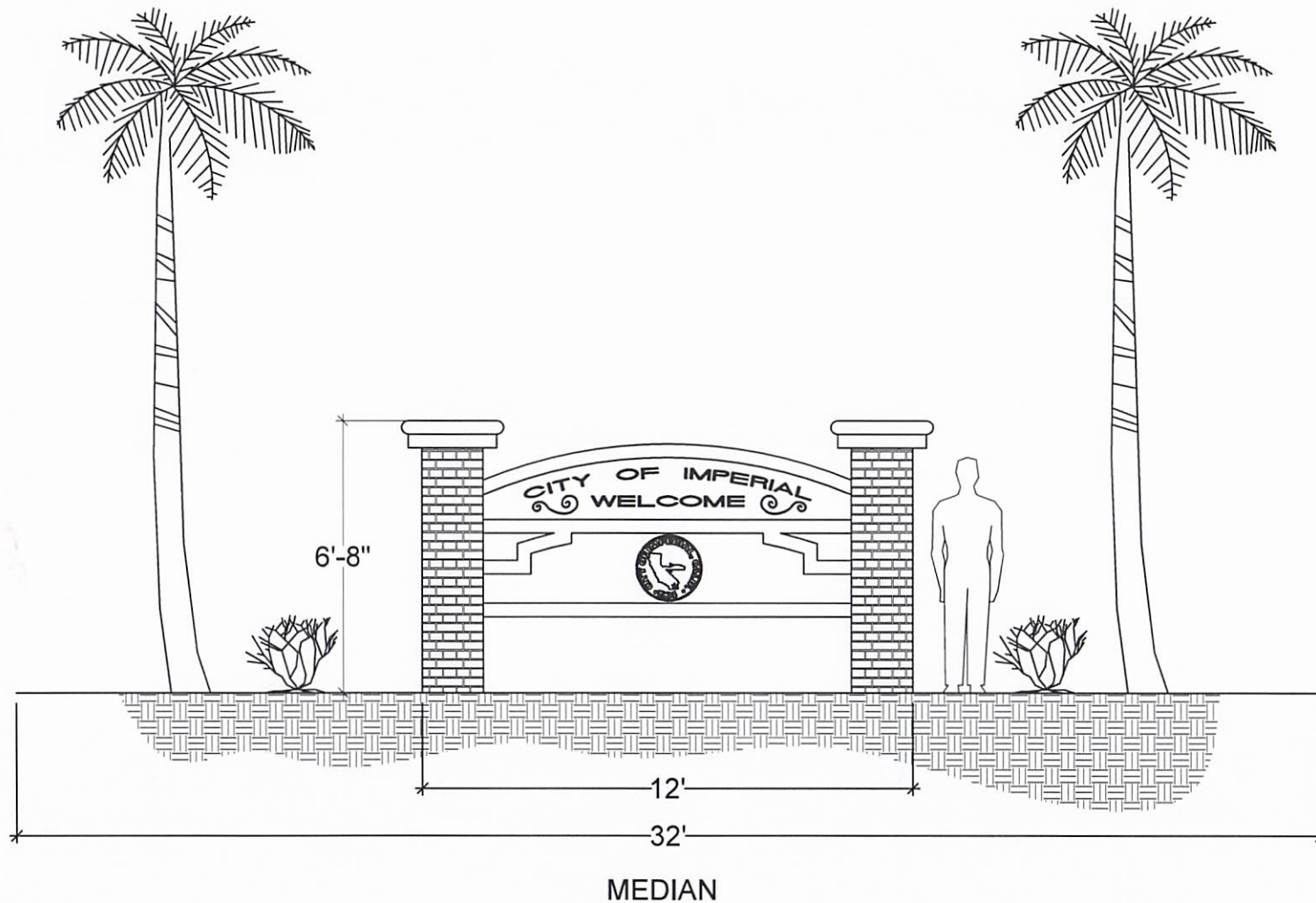
Project Name

MONUMENT SIGN

Drawn By:

Date:

Scale: NTS



General Notes



Company Name

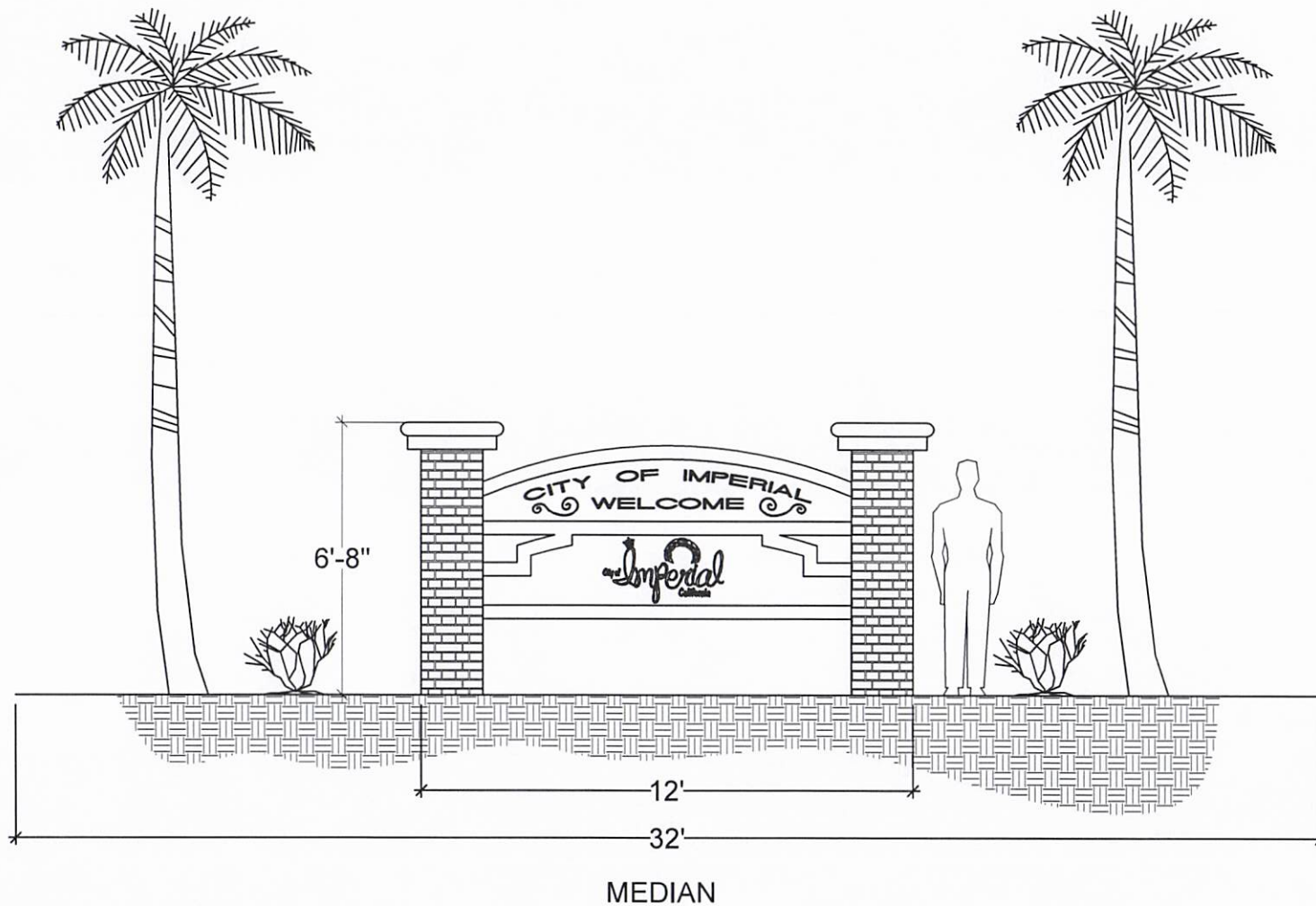
Project Name

MONUMENT SIGN

Drawn By:

Date:

Scale: NTS



General Notes



Company Name

Project Name

MONUMENT SIGN

Drawn By:

Date:

Scale: NTS

**Agenda Item
No.**

D-3

DATE SUBMITTED 9/27/23

SUBMITTED BY Parks & Rec

DATE ACTION REQUIRED 10/4/23

COUNCIL ACTION ()

PUBLIC HEARING ()

REQUIRED

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: SUN VALLEY BEHAVIORAL MEDICAL CENTER 5K & 1 MILE RACE

1. APPROVAL OF SUN VALLEY BEHAVIORAL MEDICAL CENTER TO HOST THEIR ANNUAL 5K AND BORROW CITY BARRICADES AND CONES

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY: The Sun Valley Behavioral Medical Center has requested permission to host a 5K & 1 Mile Race within city limits on Saturday, October 7, 2023, to raise awareness and funds for CASA (Court Appointed Special Advocate) of Imperial Valley. The set-up time will begin at 5:00 AM and the tear down will be completed by 12:00 PM. The run will start and finish on the property of Sun Valley Behavioral Medical Center, 2417 Marshall Ave. #1, with its route starting along Marshall Road and Crown Street, running through the California Mid-Winter Fairgrounds, and along S. L Street. Sun Valley will borrow cautionary barricades from the City to be set up at the intersection of N. Imperial Ave. and Claypool Dr., and on Marshall Ave., in front of SOCAL Water Solution at 6:00 AM. The request of cautionary barricades is to provide awareness to vehicles and a safe running route for participants. Barricades will need to be picked up after event at 11:00 AM. The organizer, Cruz Lopez-Castleberry, stated that Sun Valley Behavioral Medical Center has acquired permission from the California Mid-Winter Fairgrounds to run on and through their property and race track. All event activities after the race will be held on the property of Sun Valley Behavioral Medical Center. The City has requested a certificate of insurance naming the City of Imperial as additionally insured. For more information, or to review the Sun Valley Behavioral Medical Center 5K & 1 Mile route,

Please see the attached information.

FISCAL IMPACT: There is no fiscal impact.

FINANCE
INITIALS

STAFF RECOMMENDATION: It is the department's recommendation to approve the Sun Valley Behavioral Medical Center to host and borrow cautionary barricades for their Annual 5K and 1 Mile Race in the City of Imperial on October 7, 2023.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

John

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

Google Maps

Measure distance

Total distance: 3.05 ml (4.90 km)

DATE SUBMITTED 9/21 /2023

SUBMITTED BY LIBRARY

DATE ACTION REQUIRED 10/04/2023

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: LIBRARY SHELVING SURPLUS

Recommendation to city council to remove certain shelves to be declared surplus and authorizing library staff to remove/delete shelves from inventory.

DEPARTMENT INVOLVED: LIBRARY

BACKGROUND/SUMMARY:

In order to make room for the new computer area, the dated metal shelving needs to be removed from the wall so that the computers can be relocated and use the outlets along the wall in that area. The same older metal type shelving near the current circulation desk will also be removed and replaced with some lower, newer shelving units we are repurposing that better fit under the windows. Four small HON units and some older wooden shelving in the processing room that no longer fit our space and purposes will be removed as well.

FISCAL IMPACT: None.

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION: To surplus unnecessary shelving units to make space for new library redesign.

DEPT. INITIALS

A. M.

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:
AYES:
NAYES:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

Library Shelves to surplus:

Two sections of Metal Wall shelving (new computer area)

Four, small stand alone shelves



Library Shelves to surplus:

Two sections of Metal Wall shelving (new computer area)

Four, small stand alone shelves



DATE SUBMITTED 9/21/2023
 SUBMITTED BY LIBRARY
 DATE ACTION REQUIRED 10/04/2023

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: LIBRARY FURNITURE IMPROVEMENT PROJECT

1. Authorization to use funds for additional furniture needs.

DEPARTMENT INVOLVED: LIBRARY

BACKGROUND/SUMMARY:

In conjunction with the installation of the new Circulation and Reference Desk, the library will be undergoing the demolition and removal of the old service desk and the outdated computer carrels in the center of the library. The removal of these fixtures will reclaim additional floor space that will allow the library to create a new central commons area that will address the seating and study needs of the community. New display shelving along with tables and chairs and comfortable seating as well as replacement computer tables and chairs are needed to maximize the usage of the space. The additional furniture improvements in this highly public area will positively impact the library users experience for years to come.

Please see attached design document: **** Note that this a sample furniture and design layout, and not the final items to be purchased.

FISCAL IMPACT: MARCH AND ASH COMMUNITY
 BENEFIT FUNDS NOT TO EXCEED \$30,000.

ADMIN SERV
 INITIALS

STAFF RECOMMENDATION: To fund additional furniture in the main seating
 area of the library.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
 MANAGER'S
 INITIALS

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:



IMPERIAL PUBLIC LIBRARY

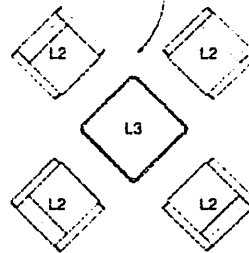
ADULT AREA - PHASE 3 - ADDITIONAL FURNITURE

PROJECT #	D3070081-2
DATE	9/12/2023
DESIGNER	EB
SALES REP	SL

LIBRACRAFT
CORNER DESK
UNIT, 39"H

D1

TEEKAN LOUNGE CHAIRS W/
WOOD CAP ARMS AND CAAV
OTTOMAN W/ LAMINATE TOP



PALETTE LOUNGE
OTTOMAN



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COMPLEMENTARY DESIGN HOURS
DESIGN HAS PROCEEDED TO
SUPPLEMENTAL DESIGN

11 HR

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FLOOR PLAN -
ADDITIONAL
FURNITURE

PROJECT NUMBER	D3070081-2
DATE	9/12/2023
DESIGNER	EB
SALES REP	SL
Sheet	1 of 20



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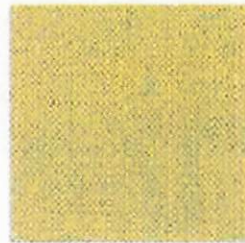
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VIEW 2

PROJECT NUMBER	D3070081.2
DATE	9/12/2023
DESIGNER	EB
SALES REP	SL
BOOK	

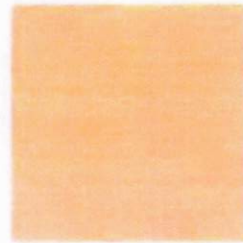
9/12/2023 10:24:25 AM

PALETTE OTTOMAN



APPLE

LIBRACRAFT DESK



NATURAL MAPLE

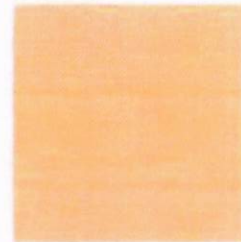
TEEKAN & CAAV LOUNGE



FUSE - INK



FUSE - SLATE



ALE LIGHT

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FINISH BOARD

PROJECT NUMBER D3070081-2

DATE 9/12/2023

DESIGNER EB

SALES REP SL

9/12/2023 10:25:00 AM

*Flyer provided to City Council
during Public Comment Portion*



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THE EVENING WILL INCLUDE RAFFLE PRIZES, TACOS,
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