

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
OCTOBER 7, 2020
5:30 PM CLOSED SESSION
7:00 PM OPEN SESSION**

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE
GOVERNOR'S EXECUTIVE ORDER N-29-20**

To protect our constituents, City officials and City staff, the City requests all members of the public to follow the California Department of Health Services' guidance and the County of Imperial Public Health Office Order for the control of COVID-19 restricting group events and gatherings and maintaining physical distancing. Additional information regarding COVID-19 is available on the City's website at www.cityofimperial.org

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 4:00 pm on Wednesday, October 7, 2020. Comments received by 4:00 pm will be read into the record.

TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020 and to the extent applicable Government Code Section 54953(b), this City Council Meeting may include teleconference participation by the City Council Members and City staff. Consistent with Executive Order N-29-20 teleconference locations utilized by City Council Members shall not be accessible to the public and are not subject to special posting requirements.

The City of Imperial thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

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.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 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]

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 5:30 PM

This is a **CLOSED SESSION** in which the **COUNCIL** discusses matters in closed as opposed to open session. Only those matters authorized by the Brown Act as permissible **CLOSED SESSION** subjects will be discussed. They are as follows:

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 One Case (No. 18-2)

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. (Section 54956.9 (c))

One Potential Case

A-3. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT. 54957 (b) (1)

TITLE: City Attorney

CITY COUNCIL ADJOURNS CLOSED SESSION

B. CITY COUNCIL CONVENES TO OPEN SESSION AT 7:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the COUNCIL concerning any item within the COUNCIL’S jurisdiction, 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. It is requested that longer presentations be submitted to the Council in writing.

C-2. Matters appearing on the agenda. If you wish to address the COUNCIL 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.

D. CONSENT AGENDA:

All items appearing under “Consent Agenda” will be acted upon by the City Council by 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**

D-1. Approval of claims/warrants report.

D-2. Approval of Treasurers’ Report for month of August 2020.

D-3. Approval of minutes for meetings of August 5, 2020 and August 19, 2020.

D-4. Suspend emergency action for repairs to manhole located near the intersection of Hwy 86 and Aten (southeast corner).

D-5 Suspend emergency action for repairs to traffic signal light located at the intersection of Hwy 86 and Neckel Road.

D-6. Monterrey Park Subdivision No. 2, Unit 4B Lots 576 to 583 per FM 27/83: Approval of off-site Street Improvements and authorize partial reconveyance to Jupiter Ventures I, LP.

D-7. Award contract for labor compliance services (RFP # P11-2020) for the 2020 Overlay Improvements at the intersection of Aten Blvd. & Clark Rd. to Labor Compliance Consulting of Southern California in the amount of \$6,000.00.

D-8. Continue emergency action for removal of a cluster of eucalyptus trees located along the north side of Neckel Road. (East of Hwy. 86).

D-9. Approve the reclassification of Human Resources Manager to Human Resources Specialist.

E. PUBLIC HEARINGS:

E-1. SUBJECT: PUBLIC HEARING/DISCUSSION/ACTION: EXTENSION OF URGENCY ORDINANCE NO. 809 AUTHORIZING RESTAURANTS OUTDOOR DINING.

1. APPROVAL OF TIME EXTENSION FOR ORDINANCE NO. 809 AUTHORIZING THE USE OF ADDITIONAL SPACE OR OUTDOOR DINING.

F. ACTION ITEMS: (DISCUSSION/ACTION – APPROVE-DISAPPROVE)

F-1. SUBJECT: DISCUSSION/ACTION: URGENCY ORDINANCE AUTHORIZING BUSINESSES THE USE OF OUTDOOR SPACES.

1. ADOPT ORDINANCE NO. 810, AN URGENCY ORDINANCE AUTHORIZING THE USE OF NEW OR ADDITIONAL SPACE FOR OUTDOOR BUSINESS SERVICES.

F-2. SUBJECT: DISCUSSION/ACTION: STREET CLOSURES.

1. AUTHORIZATION TO CLOSE IMPERIAL AVENUE AND BARIONI BLVD. ON FRIDAY NIGHTS BETWEEN THE HOURS 5PM TO 10PM TO FACILITATE OPEN AIR DINING FOR RESTAURANTS.

F-3. SUBJECT: DISCUSSION/ACTION: MARCH AND ASH MEDICAL CANNABIS PERMIT REVIEW.

1. RE-AWARD OF MEDICINAL AND ADULT-USE CANNABIS PERMIT TO MARCH AND ASH.

F-4. SUBJECT: DISCUSSION/ACTION: PARKS AND LANDSCAPE MAINTENANCE CONTRACT.

1. APPROVAL TO SEEK PROPOSALS FOR PARKS AND LANDSCAPE MAINTENANCE SERVICES.

F-5. SUBJECT: DISCUSSION/ACTION: AWARD OF COMMERCIAL APPRAISAL PROFESSIONAL SERVICES.

1. AWARD OF CONTRACT FOR PROFESSIONAL COMMERCIAL APPRAISAL SERVICES TO MICHAEL FRAUENTHAL & ASSOCIATES INC. IN THE AMOUNT OF \$14,500.00.

F-6. SUBJECT: DISCUSSION/ACTION: LANDSCAPE DESIGN FOR HIGHWAY 86.

1. PROVIDE DIRECTION AND CONSIDER SOLICITING SPONSORS TO COVER THE COST OF THE PROJECT.

F-7. SUBJECT: DISCUSSION/ACTION: CORONAVIRUS RELIEF FUND – BUSINESS ASSISTANCE MICRO-GRANT PROGRAM.

1. AWARD OF CORONAVIRUS RELIEF FUND MICRO GRANTS IN THE TOTAL AMOUNT OF \$11,395.00.

F-8. SUBJECT: DISCUSSION/ACTION: RESOLUTIONS TO BE PRESENTED FOR CONSIDERATION BY THE MEMBERSHIP AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 7 – 9, 2020 (VIRTUAL).

1. TAKE NECESSARY ACTION/GIVE DIRECTION TO VOTING DELEGATE REGARDING THE CITY’S POSITION ON THE PROPOSED 2020 LEAGUE OF CALIFORNIA ANNUAL CONFERENCE RESOLUTIONS.

F-9. SUBJECT: DISCUSSION/ACTION: UPDATE OF COVID-19 PANDEMIC.

G. REPORTS:

G-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

G-2. SUBJECT: CITY MANAGER REPORT.

G-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, OCTOBER 21, 2020 AT 7:00 P.M.

NOTE: Any documents produced by the City and distributed to a majority of the City Council/Agency Board regarding any item on this agenda will be made available at the front counter at City Hall, located at 420 S. Imperial Avenue, during normal business hours.

Check Register Report

D-1

Date: 10/01/2020

Time: 1:52pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
95114	09/22/2020	Printed		7065	2K TOWER SERVICES LLC		1,700.00
95115	09/22/2020	Printed		5666	360 BUSINESS PRODUCTS		307.39
95116	09/22/2020	Printed		7187	ADRIENNE NEWMAN		134.41
95117	09/22/2020	Printed		5201	AIR MED CARE NETWORK		63.00
95118	09/22/2020	Printed		023	AIRWAVE COMMUNICATIONS		500.00
95119	09/22/2020	Printed		4207	ALEXIS CHALUPNIK		1,540.00
95120	09/22/2020	Printed		638	ALL AMERICAN CLEANING		603.04
95121	09/22/2020	Printed		2357	ALL VALLEY FENCE		5,671.91
95122	09/22/2020	Printed		195	ALLIED WASTE		111,520.52
95123	09/22/2020	Printed		5956	AMAZON CAPITAL SERVICES		935.14
95124	09/22/2020	Printed		6306	AMERICAN FIDELITY ASSURANCE		6,162.66
95125	09/22/2020	Printed		2081	ARAMARK UNIFORM SERVICE		0.42
95126	09/22/2020	Printed		7185	ARTURO OBESO		46.04
95127	09/22/2020	Printed		1066	AT&T		2,492.68
95128	09/22/2020	Printed		6933	AT&T		42.83
95129	09/22/2020	Printed		4400	BABCOCK LABORATORIES, INC.		371.00
95130	09/22/2020	Printed		250	BLUE SHIELD OF CALIFORNIA		31,131.28
95131	09/22/2020	Printed		7158	BLUETARP FINANCIAL, INC.		131.20
95132	09/22/2020	Printed		674	BRENNTAG		6,296.22
95133	09/22/2020	Printed		7184	BRITTANY COUCH		44.52
95134	09/22/2020	Printed		3579	CALIFORNIA RURAL WATER ASSOCIA		1,367.00
95135	09/22/2020	Printed		455	CALIFORNIA STATE DISBURSEMENT		1,236.92
95136	09/22/2020	Printed		3669	CANON		647.97
95137	09/22/2020	Printed		3029	CLAIREMONT EQUIPMENT		8,286.25
95138	09/22/2020	Printed		5487	COACHELLA VALLEY HOUSING		659.00
95139	09/22/2020	Printed		6222	CODE EXXPERTS, LLC		795.66
95140	09/22/2020	Printed		7183	COOPERSWEST INS. AGENCY, INC.		79.71
95141	09/22/2020	Printed		514	CORE & MAIN LP		60.00
95142	09/22/2020	Printed		132	COSTCO WHOLESALE		130.40
95143	09/22/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC		224.81
95144	09/22/2020	Printed		6217	DAVELLY REAL ESTATE		39.07
95145	09/22/2020	Printed		3176	DONOHUE PAINTING		500.00
95146	09/22/2020	Printed		517	DYNAMIC CONSULTING ENGINEERS		4,245.00
95147	09/22/2020	Printed		6642	EDD		200.00
95148	09/22/2020	Printed		6426	EFR ENVIRONMENTAL		5,500.00
95149	09/22/2020	Printed		1307	EXECUTIVE LANDSCAPE INC		27,775.00
95150	09/22/2020	Printed		3511	FARWEST CORROSION CONTROL CO.		1,429.77
95151	09/22/2020	Printed		5134	FORENSIC DRUG TESTING SERVICES		98.00
95152	09/22/2020	Printed		117	HAAKER EQUIPMENT COMPANY		388.58
95153	09/22/2020	Printed		2377	HAZARD CONSTRUCTION		77,754.61
95154	09/22/2020	Printed		3039	HOLTVILLE TRIBUNE		2,870.00
95155	09/22/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		86.57
95156	09/22/2020	Printed		4377	HUBER TECHNOLOGY INC		2,412.62
95157	09/22/2020	Printed		1190	ICMARC		3,080.38
95158	09/22/2020	Printed		4637	IMPERIAL COUNTY PUBLIC HEALTH		1,274.00
95159	09/22/2020	Printed		4264	IMPERIAL IRRIGATION DISTRICT		8,184.00
95160	09/22/2020	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		1,550.00
95161	09/22/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		68.20
95162	09/22/2020	Printed		1555	IMPERIAL VALLEY PRESS		231.49
95163	09/22/2020	Printed		5033	INFO SEND INC.		3,606.02
95164	09/22/2020	Printed		320	INTERNAL REVENUE SERVICE		300.00

Check Register Report

Date: 10/01/2020

Time: 1:52pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
95165	09/22/2020	Printed		1587	JADE SECURITY SYSTEMS, INC.		59.99
95166	09/22/2020	Printed		7180	JESSICA JAKES		172.54
95167	09/22/2020	Printed		7182	JESSIE HERNANDEZ		16.37
95168	09/22/2020	Printed		5219	JOHN WOYCHOWSKI		113.06
95169	09/22/2020	Printed		868	K-C WELDING & RENTALS, INC.		443.69
95170	09/22/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		799.81
95171	09/22/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		1,650.00
95172	09/22/2020	Printed		7188	LAKESHORE		452.04
95173	09/22/2020	Printed		6596	LC ENGINEERING CONSULTANTS INC		13,792.50
95174	09/22/2020	Printed		1996	LEE TIRE CO.		15.00
95175	09/22/2020	Printed		101	LINCOLN LIFE		2,352.00
95176	09/22/2020	Printed		401	LOWE'S		187.06
95177	09/22/2020	Printed		7123	MANHOLE ADJUSTING		996.84
95178	09/22/2020	Printed		6751	MARIA CASILLAS		90.59
95179	09/22/2020	Printed		5100	MCCAIN		24,517.65
95180	09/22/2020	Printed		7179	MELISSA MARTIN		81.92
95181	09/22/2020	Printed		4475	MOTOROLA SOLUTIONS, INC		14,909.56
95182	09/22/2020	Printed		4481	O'REILLY		82.69
95183	09/22/2020	Printed		219	PADRE USA		657.81
95184	09/22/2020	Printed		3581	PARKHOUSE TIRE INC.		1,558.59
95185	09/22/2020	Printed		4562	PET WASTE ELIMINATOR		172.40
95186	09/22/2020	Printed		2782	PRINCIPAL-SBD GRAND ISLAND		4,561.45
95187	09/22/2020	Printed		133	RAIN FOR RENT		43.34
95188	09/22/2020	Printed		7186	RAMON PEREZ		74.44
95189	09/22/2020	Printed		7177	RAQUEL VILLANUEVA		64.07
95190	09/22/2020	Printed		694	REXEL OF AMERICA, LLC		1,969.96
95191	09/22/2020	Printed		3526	RSD		66.19
95192	09/22/2020	Printed		957	SC FUELS		1,661.25
95193	09/22/2020	Printed		979	SELLERS PETROLEUM		7,641.68
95194	09/22/2020	Printed		7176	SETAREH MADANI		66.39
95195	09/22/2020	Printed		1239	SHERWIN-WILLIAMS		292.06
95196	09/22/2020	Printed		5706	SHI INTERNATIONAL CORP		31,603.99
95197	09/22/2020	Printed		1367	SHRED-IT		71.70
95198	09/22/2020	Printed		3262	SIMNSA HEALTH PLAN		11,701.71
95199	09/22/2020	Printed		135	SOCALGAS		50.81
95200	09/22/2020	Printed		2365	SPARK LETTS		489.56
95201	09/22/2020	Printed		091	STAPLES CREDIT PLAN		67.74
95202	09/22/2020	Printed		6193	STRADLING YOCCA CARLSON&RAUTH,		12,246.59
95203	09/22/2020	Printed		104	TEAMSTERS, LOCAL 542		1,606.00
95204	09/22/2020	Printed		7175	THOMAS HENSON		71.94
95205	09/22/2020	Printed		7181	TIM WALLEN		50.00
95206	09/22/2020	Void	09/22/2020				0.00
95207	09/22/2020	Void	09/22/2020				0.00
95208	09/22/2020	Void	09/22/2020				0.00
95209	09/22/2020	Void	09/22/2020				0.00
95210	09/22/2020	Printed		5837	U.S. BANK		12,323.39
95211	09/22/2020	Printed		944	UNITED WAY OF IMPERIAL COUNTY		13.00
95212	09/22/2020	Printed		1529	VALLEY CHRISTIAN CHURCH		3,714.52
95213	09/22/2020	Void	09/22/2020				0.00
95214	09/22/2020	Void	09/22/2020				0.00
95215	09/22/2020	Void	09/22/2020				0.00
95216	09/22/2020	Printed		615	VALLEY PEST SERVICES, INC		2,594.00
95217	09/22/2020	Printed		611	VERIZON WIRELESS		3,568.73
95218	09/22/2020	Printed		5674	WAGeworks, INC		98.80
95219	09/22/2020	Printed		1154	WELLS FARGO BANK		2,000.00

Check Register Report

Date: 10/01/2020

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
95220	09/22/2020	Printed		1132	WELLS FARGO BANK MN, N.A.		2,283,967.73
95221	09/22/2020	Printed		487	XPRESS LUBE		144.16
95222	09/22/2020	Printed		7178	YOLANDA ROMAYOR		84.37

Total Checks: 109

Checks Total (excluding void checks): 2,770,806.97

Total Payments: 109

Bank Total (excluding void checks): 2,770,806.97

Total Payments: 109

Grand Total (excluding void checks): 2,770,806.97

City of Imperial

Treasurer's Report

For the Month Ending

August 31, 2020

CITY OF IMPERIAL
FUND BALANCE REVENUES
 August 31, 2020

GENERAL FUND

CASH IN BANK *	846,844.57
ENDING FUND BALANCE:	<u>\$846,844.57</u>

IMPACT FEE FUNDS

<i>FIRE</i>	<i>130,786.56</i>
<i>POLICE</i>	<i>867,293.17</i>
<i>ADMINISTRATIVE</i>	<i>818,551.00</i>
<i>LIBRARY</i>	<i>615,683.86</i>
<i>PARKS</i>	<i>993,534.76</i>
<i>CIRCULATION</i>	<i>634,963.05</i>
<i>ENDING IMPACT FEE'S BALANCE:</i>	<i>\$4,060,812.40</i>

POLICE REVENUE FUNDS

PROPOSITION 172	5,710.57
COPS GRANT AB 2017	84,026.02
COPS GRANT AB 2018	-64,655.48
ASSET FORFEITURE	436.02
POLICE TECHNOLOGY GRANT	-112,075.41
ENDING FUNDS BALANCE:	<u>-86,558.28</u>

STREET REVENUE FUNDS

TRAFFIC CONGESTION RELIEF	24,982.40
TRAFFIC SAFETY	8,196.45
STATE GAS TAX	514,151.98
LOCAL TRANSPORTATION	444,915.78
DIAL-A-RIDE	14,607.39
LTA MEASURE D	3,709,310.98
ENDING FUNDS BALANCE:	<u>\$4,716,164.98</u>

RESTRICTED REVENUE FUNDS

HOME - FTHB	39,456.85
CDBG - HOUSING REHAB	33,788.17
GENERAL LOAN ACCOUNT	505,377.47
ECONOMIC DEVELOPMENT	50.08
RLA FUND	53,290.30
WILDFLOWER LIGHTING	11,249.24
WILDFLOWER LANDSCAPE	167,773.22
PASEO LIGHTING	7,071.30
PASEO LANDSCAPE	220,424.86
SKY RANCH DISTRICT	613,930.11
JOSHUA TREE IMPROVEMENT	31,287.20
PROP 1B BOND	-164,418.69
LIBRARY LITERACY	113,146.16
LIBRARY DONATIONS	3,533.22
ZIP BOOKS	-31.23
COMMUNITY SERVICES GRANT	9,568.27
EARLY LEARNING GRANT	67,968.00
SB1	-605,583.00
STPL	-615,000.92
AUSTIN/WORTHINGTON	95,750.00
EDA	602,085.49
CARES - CORONAVIRUS RELIEF FUND	81,932.00
ENDING FUNDS BALANCE:	1,272,648.10

ENDING GENERAL FUND BALANCE:

ENDING IMPACT FUNDS:

ENDING POLICE REVENUE:

ENDING STREET REVENUE:

RESTRICTED REVENUES:

RESTRICTED REVENUES:
CED REVENUES:

GENERAL & RESTRICTED FUNDS TOTAL :

GENERAL & RESTRICTED FUNDS TOTAL.

WATER FUND BALANCE

THE UNIVERSITY OF CHICAGO

WATER FUND

CASH IN BANK	4,614,223.39
WATER CAPACITY	3,878,031.15
ENDING FUND BALANCE:	\$8,492,254.54

WASTEWATER FUND

CASH IN BANK	8,505,513.06
WASTEWATER CAPACITY	3,211,934.77
WASTEWATER BOND	-1,650,048.03
ENDING FUND BALANCE:	<u>\$10,067,399.80</u>

SUCCESSOR AGENCY

SUCCESSOR AGENCY	2,225,297.14
REDEVELOPMENT FUND	123,888.08
REDEV. LOW/MODERATE HOUSING	522,498.06
ENDING FUND BALANCE:	\$2,871,683.28

CFD FUND

CFD'S	97,245.88
ENDING FUND BALANCE:	<u>\$97,245.88</u>

846,844.57

4,060,812.40

-86.558.28

4.716.164.98

\$1,272,648.10

\$1,272,040.10
\$97,245.88

\$10,507,157.03

00 400 354 54

\$29,466,811.99

SUCCESSOR AGENCY TO THE CITY OF IMPERIAL REDEVELOPMENT AGENCY FUNDS:	\$2,871,683.28	\$32,338,495.27
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**CITY OF IMPERIAL
BANK RECONCILIATION
AUGUST 31, 2020**

BANK BALANCE

BANK OF AMERICA	2,926,996.08
LOCAL AGENCY INVESTMENT FUND	6,442,883.11
SUN COMMUNITY FEDERAL CREDIT UNION	102,380.36
UNION BANK OF CALIFORNIA - GENERAL ACCOUNT	16,267,064.56
WELLS FARGO BANK	5,911,389.69

<i>SUB-TOTAL:</i>	\$31,650,713.80
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MONTHLY CASH BALANCE

OUTSTANDING GENERAL CHECKS	-392,843.03
OUTSTANDING PAYROLL CHECKS	-11,386.92
DEPOSIT IN TRANSIT (UNION BANK OF CALIFORNIA - GENERAL ACCOUNT)	773,580.59
UNION BANK OF CALIFORNIA - VOIDED CHECKS	0.00
DEPOSIT IN TRANSIT (BANK OF AMERICA)	0.00
DEPOSIT IN TRANSIT (WELLS FARGO BANK)	9,377.13
DEPOSIT IN TRANSIT (LAIF)	0.00

<i>SUB-TOTAL:</i>	\$378,727.77
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\$32,029,441.57

OTHER REVENUES

UNION BANK OF CALIFORNIA - LOW / MODERATE HOUSING	309,053.70
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<i>END OF MONTH CASH BALANCE:</i>	<u><u>\$32,338,495.27</u></u>
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Fund 01 - Cash on Hand	450.00
Fund 08 - LTA - Bond 2012	855,445.35
Fund 49 - Dog Park Account	625.00
Fund 50 - 2005 Bonds	137,031.91
2012 Bonds	1,072,076.51
Fund 55 - 2012 Bonds	819,824.70
2019 Bonds	14,524,611.35
Fund 60 - Lincoln Financial Group	387,498.60
ICMA	290,465.21
Fund 89 - CFD's	2,486,835.36

GRAND TOTAL ALL FUNDS COMBINED: \$ 52,913,359.26

REVENUE/EXPENDITURE REPORT

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9/18/2020

2:09 pm

City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Revenues							
Dept: 000							
4110 PROPERTY TAXES - SECURED	1,305,846.00	1,305,846.00	9,585.58	0.00	0.00	1,296,260.42	0.7
4111 PROPERTY TAXES - UNSECURED	146,546.00	146,546.00	85.10	0.00	0.00	146,460.90	0.1
4112 PROPERTY TRANSFER TAX	40,000.00	40,000.00	17,258.09	8,035.75	0.00	22,741.91	43.1
4113 AIRCRAFT TAX	57,889.00	57,889.00	640.71	0.00	0.00	57,248.29	1.1
4120 SALES TAX	1,943,000.00	1,943,000.00	459,986.38	182,680.36	0.00	1,483,013.62	23.7
4121 CANNABIS BUSINESS TAX	250,000.00	250,000.00	32,243.05	0.00	0.00	217,756.95	12.9
4130 FRANCHISES	250,000.00	250,000.00	66,729.75	46,711.30	0.00	183,270.25	26.7
4135 CFD ADMINISTRATIVE FEE	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
4140 TRANSIENT OCCUPANCY TAX	20,000.00	20,000.00	5,435.83	0.00	0.00	14,564.17	27.2
4210 BUSINESS LICENSES	55,000.00	55,000.00	1,721.76	714.81	0.00	53,278.24	3.1
4230 ANIMAL LICENSES	15,712.00	15,712.00	1,060.00	620.00	0.00	14,652.00	6.7
4240 BUILDING (WORK) PERMITS	385,000.00	385,000.00	42,997.32	26,583.24	0.00	342,002.68	11.2
4311 LOCAL COURT FINES	4,167.00	4,167.00	1,030.30	0.00	0.00	3,136.70	24.7
4330 UTILITY PENALTIES	125,000.00	125,000.00	15,035.66	8,717.07	0.00	109,964.34	12.0
4333 CODE ENFORCEMENT FINES	5,000.00	5,000.00	1,016.22	100.00	0.00	3,983.78	20.3
4335 LICENSE PENALTIES	1,500.00	1,500.00	122.50	80.50	0.00	1,377.50	8.2
4410 MOTOR VEHICLE IN LIEU	1,757,357.00	1,757,357.00	0.00	0.00	0.00	1,757,357.00	0.0
4430 HOMEOWNERS EXEMPTION	5,780.00	5,780.00	0.00	0.00	0.00	5,780.00	0.0
4431 HOUSING AUTHORITY IN LIEU	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	0.0
4469 SCHOOL RESOURCE OFFICER	88,200.00	88,200.00	17,495.14	9,292.58	0.00	70,704.86	19.8
4473 HIDTA	85,400.00	85,400.00	30,675.00	30,675.00	0.00	54,725.00	35.9
4480 STONEGARDEN	116,208.00	116,208.00	32,727.56	32,727.56	0.00	83,480.44	28.2
4482 CALEMA /FEMA	142,287.00	142,287.00	0.00	0.00	0.00	142,287.00	0.0
4508 CFD SERVICE FEE	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
4509 FIRE INSPECTION & MISC FEES	55,000.00	55,000.00	2,211.00	1,560.00	0.00	52,789.00	4.0
4510 ZONING/SUBDIVISION FEES	35,000.00	35,000.00	2,938.00	2,840.50	0.00	32,062.00	8.4
4521 PLAN CK/ENG/ENCROACHMENT FEES	170,000.00	170,000.00	14,801.40	10,290.02	0.00	155,198.60	8.7
4522 SEISMIC FEES	3,500.00	3,500.00	538.93	497.81	0.00	2,961.07	15.4
4523 CBSC	1,600.00	1,600.00	175.50	115.00	0.00	1,424.50	11.0
4524 RUBBISH COLLECTION FEES	1,124,880.00	1,124,880.00	240,899.79	116,552.13	0.00	883,980.21	21.4
4525 RUBBISH COLLECTION FEES AB939	115,000.00	115,000.00	23,388.00	14,603.76	0.00	91,612.00	20.3
4526 RECYCLING	5,000.00	5,000.00	498.67	0.00	0.00	4,501.33	10.0
4533 POOL REVENUES	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
4534 RECREATION / RENTAL FEES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
4535 ADMINISTRATIVE SERVICES	7,500.00	7,500.00	86.79	43.71	0.00	7,413.21	1.2
4536 RECREATION PROGRAMS	15,000.00	15,000.00	150.00	0.00	0.00	14,850.00	1.0
4540 LIBRARY FEES	5,000.00	5,000.00	57.70	42.90	0.00	4,942.30	1.2
4610 INTEREST EARNED	6,500.00	6,500.00	444.76	226.03	0.00	6,055.24	6.8
4700 FARMER'S MARKET	37,000.00	37,000.00	0.00	0.00	0.00	37,000.00	0.0
4701 SPONSORSHIP (RECREATION)	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
4710 SALE OF MAPS, PUBS & COPIES	500.00	500.00	1.00	1.00	0.00	499.00	0.2
4711 SALE OF SURPLUS PROPERTY	500.00	500.00	0.00	0.00	0.00	500.00	0.0
4720 POLICE - DUI	250.00	250.00	0.00	0.00	0.00	250.00	0.0
4721 POLICE - OTHER	16,548.00	16,548.00	2,650.00	1,600.00	0.00	13,898.00	16.0
4724 POST REIMBURSEMENT	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	0.0
4727 POLICE DETAILS	1,000.00	1,000.00	329.56	329.56	0.00	670.44	33.0
4730 LIBRARY - OTHER	44,000.00	44,000.00	0.00	0.00	0.00	44,000.00	0.0
4734 3% Youth Programs (Cannabis)	0.00	0.00	8,214.21	0.00	0.00	-8,214.21	0.0
4735 5% Public Safety (Cannabis)	74,000.00	74,000.00	13,690.34	0.00	0.00	60,309.66	18.5
4740 INSURANCE DIVIDENDS	800.00	800.00	318.64	0.00	0.00	481.36	39.8
4790 NOT OTHERWISE CLASSIFIED	2,500.00	2,500.00	100.00	0.00	0.00	2,400.00	4.0
4910 OPERATING TRANSFERS IN	1,363,797.00	1,363,797.00	0.00	0.00	0.00	1,363,797.00	0.0
Dept: 000							
	10,149,367.00	10,149,367.00	1,047,340.24	495,640.59	0.00	9,102,026.76	10.3
Revenues							
	10,149,367.00	10,149,367.00	1,047,340.24	495,640.59	0.00	9,102,026.76	10.3
Expenditures							
Dept: 100 CITY COUNCIL							
5102 SALARIES - PART TIME	21,600.00	21,600.00	3,600.00	1,800.00	0.00	18,000.00	16.7
5112 FICA	1,650.00	1,650.00	275.40	137.70	0.00	1,374.60	16.7

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 100 CITY COUNCIL							
5114 UNEMPLOYMENT INS.	1,295.00	1,295.00	133.20	66.60	0.00	1,161.80	10.3
5250 PUBLICATION/DUES	150.00	150.00	0.00	0.00	0.00	150.00	0.0
5260 TELEPHONE	3,300.00	3,300.00	408.60	408.60	0.00	2,891.40	12.4
5265 TRAINING/EDUCATION	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.0
5270 TRAVEL & MEETINGS	7,060.00	7,060.00	0.00	0.00	0.00	7,060.00	0.0
5301 OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	200.00	200.00	0.00	0.00	0.00	200.00	0.0
CITY COUNCIL	38,755.00	38,755.00	4,417.20	2,412.90	0.00	34,337.80	11.4
Dept: 105 CITY TREASURER							
5102 SALARIES - PART TIME	150.00	150.00	50.00	25.00	0.00	100.00	33.3
5112 FICA	11.00	11.00	3.82	1.91	0.00	7.18	34.7
5114 UNEMPLOYMENT INS.	9.00	9.00	1.86	0.93	0.00	7.14	20.7
CITY TREASURER	170.00	170.00	55.68	27.84	0.00	114.32	32.8
Dept: 110 CITY CLERK							
5101 SALARIES - FULL TIME	67,000.00	67,000.00	10,934.10	4,373.64	0.00	56,065.90	16.3
5112 FICA	5,272.00	5,272.00	854.25	343.48	0.00	4,417.75	16.2
5114 UNEMPLOYMENT INS.	336.00	336.00	0.00	0.00	0.00	336.00	0.0
5115 HEALTH INSURANCE	6,720.00	6,720.00	1,120.00	560.00	0.00	5,600.00	16.7
5120 VEHICLE ALLOWANCE	1,920.00	1,920.00	320.00	160.00	0.00	1,600.00	16.7
5210 CONTRACT SERVICE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5250 PUBLICATION/DUES	1,500.00	1,500.00	474.96	474.96	0.00	1,025.04	31.7
5260 TELEPHONE	480.00	480.00	81.72	81.72	0.00	398.28	17.0
5265 TRAINING/EDUCATION	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5270 TRAVEL & MEETINGS	2,040.00	2,040.00	0.00	0.00	0.00	2,040.00	0.0
5301 OFFICE SUPPLIES	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	25,000.00	25,000.00	5.39	5.39	0.00	24,994.61	0.0
CITY CLERK	118,668.00	118,668.00	13,790.42	5,999.19	0.00	104,877.58	11.6
Dept: 120 CITY ATTORNEY							
5210 CONTRACT SERVICE	160,000.00	160,000.00	930.00	930.00	0.00	159,070.00	0.6
CITY ATTORNEY	160,000.00	160,000.00	930.00	930.00	0.00	159,070.00	0.6
Dept: 130 CITY MANAGER							
5101 SALARIES - FULL TIME	173,396.00	173,396.00	29,222.24	13,338.16	0.00	144,173.76	16.9
5111 RETIREMENT	13,499.00	13,499.00	2,190.63	1,031.30	0.00	11,308.37	16.2
5112 FICA	13,654.00	13,654.00	2,262.16	1,038.88	0.00	11,391.84	16.6
5114 UNEMPLOYMENT INS.	756.00	756.00	154.30	0.00	0.00	601.70	20.4
5115 HEALTH INSURANCE	15,120.00	15,120.00	1,272.52	892.52	0.00	13,847.48	8.4
5120 VEHICLE ALLOWANCE	3,600.00	3,600.00	450.00	300.00	0.00	3,150.00	12.5
5123 WELLNESS PROGRAM	288.00	288.00	0.00	0.00	0.00	288.00	0.0
5124 EDUCATION INCENTIVE	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5250 PUBLICATION/DUES	2,075.00	2,075.00	0.00	0.00	0.00	2,075.00	0.0
5260 TELEPHONE	1,320.00	1,320.00	303.17	303.17	0.00	1,016.83	23.0
5265 TRAINING/EDUCATION	1,875.00	1,875.00	0.00	0.00	0.00	1,875.00	0.0
5270 TRAVEL & MEETINGS	4,550.00	4,550.00	0.00	0.00	0.00	4,550.00	0.0
5301 OFFICE SUPPLIES	1,000.00	1,000.00	200.85	200.85	0.00	799.15	20.1
CITY MANAGER	232,333.00	232,333.00	36,055.87	17,104.88	0.00	196,277.13	15.5
Dept: 131 MARKETING & DEVELOPMENT							
5201 ADVERTISING (INCL LEGAL)	200.00	200.00	9.95	9.95	0.00	190.05	5.0
5210 CONTRACT SERVICE	110,388.00	110,388.00	23,388.00	10,000.00	0.00	87,000.00	21.2
5330 SPECIAL DEPARTMENTAL SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
MARKETING & DEVELOPMENT	120,588.00	120,588.00	23,397.95	10,009.95	0.00	97,190.05	19.4
Dept: 140 ADMIN/FINANCIAL SERVICES							
5101 SALARIES - FULL TIME	107,918.00	107,918.00	30,784.11	17,344.46	0.00	77,133.89	28.5
5103 OVERTIME	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 140 ADMIN/FINANCIAL SERVICES							
5108 SPECIALTY PAY 5%	988.00	988.00	0.00	0.00	0.00	988.00	0.0
5111 RETIREMENT	9,230.00	9,230.00	1,680.83	693.07	0.00	7,549.17	18.2
5112 FICA	8,799.00	8,799.00	2,312.29	1,305.12	0.00	6,486.71	26.3
5114 UNEMPLOYMENT INS.	623.00	623.00	0.00	0.00	0.00	623.00	0.0
5115 HEALTH INSURANCE	12,460.00	12,460.00	1,571.62	805.06	0.00	10,888.38	12.6
5123 WELLNESS PROGRAM	317.00	317.00	0.00	0.00	0.00	317.00	0.0
5124 EDUCATION INCENTIVE	800.00	800.00	0.00	0.00	0.00	800.00	0.0
5250 PUBLICATION/DUES	560.00	560.00	69.00	0.00	0.00	491.00	12.3
5260 TELEPHONE	540.00	540.00	43.71	43.71	0.00	496.29	8.1
5265 TRAINING/EDUCATION	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5270 TRAVEL & MEETINGS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5301 OFFICE SUPPLIES	1,650.00	1,650.00	90.76	90.76	0.00	1,559.24	5.5
5330 SPECIAL DEPARTMENTAL SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
ADMIN/FINANCIAL SERVICES	150,535.00	150,535.00	36,552.32	20,282.18	0.00	113,982.68	24.3
Dept: 141 ACCOUNTING AND REPORTING							
5210 CONTRACT SERVICE	59,558.00	59,558.00	1,875.00	1,875.00	0.00	57,683.00	3.1
5213 STATE MANDATED FEE	250.00	250.00	0.00	0.00	0.00	250.00	0.0
ACCOUNTING AND REPORTING	59,808.00	59,808.00	1,875.00	1,875.00	0.00	57,933.00	3.1
Dept: 143 INFORMATION TECHNOLOGY SERVICE							
5101 SALARIES - FULL TIME	74,927.00	74,927.00	11,200.30	4,644.46	0.00	63,726.70	14.9
5111 RETIREMENT	5,793.00	5,793.00	833.34	359.10	0.00	4,959.66	14.4
5112 FICA	5,747.00	5,747.00	853.69	353.69	0.00	4,893.31	14.9
5114 UNEMPLOYMENT INS.	371.00	371.00	0.00	0.00	0.00	371.00	0.0
5115 HEALTH INSURANCE	7,420.00	7,420.00	598.50	318.50	0.00	6,821.50	8.1
5123 WELLNESS PROGRAM	192.00	192.00	0.00	0.00	0.00	192.00	0.0
5210 CONTRACT SERVICE	19,250.00	19,250.00	19,386.98	18,591.32	0.00	-136.98	100.7
5241 MAINTENANCE OF EQUIPMENT	1,000.00	1,000.00	8.00	8.00	0.00	992.00	0.8
5242 VEHICLE FUEL	500.00	500.00	33.44	0.00	0.00	466.56	6.7
5250 PUBLICATION/DUES	101,828.00	101,828.00	30,730.89	15,632.88	0.00	71,097.11	30.2
5260 TELEPHONE	1,080.00	1,080.00	81.72	81.72	0.00	998.28	7.6
5265 TRAINING/EDUCATION	1,000.00	1,000.00	72.26	72.26	0.00	927.74	7.2
5282 FIBER OPTIC	16,538.00	16,538.00	0.00	0.00	0.00	16,538.00	0.0
5301 OFFICE SUPPLIES	1,500.00	1,500.00	67.26	67.26	0.00	1,432.74	4.5
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	20,000.00	20,000.00	6,286.37	6,046.16	0.00	13,713.63	31.4
5442 EQUIPMENT - OTHER	38,182.00	38,182.00	23,344.66	23,344.66	0.00	14,837.34	61.1
INFORMATION TECHNOLOGY SERVICE	295,628.00	295,628.00	93,497.41	69,520.01	0.00	202,130.59	31.6
Dept: 150 HUMAN RESOURCES MANAGEMENT							
5101 SALARIES - FULL TIME	54,875.00	54,875.00	10,552.80	4,221.12	0.00	44,322.20	19.2
5111 RETIREMENT	4,825.00	4,825.00	928.00	371.20	0.00	3,897.00	19.2
5112 FICA	4,198.00	4,198.00	791.82	315.18	0.00	3,406.18	18.9
5114 UNEMPLOYMENT INS.	252.00	252.00	0.00	0.00	0.00	252.00	0.0
5115 HEALTH INSURANCE	5,040.00	5,040.00	454.18	227.09	0.00	4,585.82	9.0
5210 CONTRACT SERVICE	500.00	500.00	3,035.00	3,035.00	0.00	-2,535.00	607.0
5250 PUBLICATION/DUES	600.00	600.00	0.00	0.00	0.00	600.00	0.0
5260 TELEPHONE	540.00	540.00	43.71	43.71	0.00	496.29	8.1
5262 TESTING SERVICES	9,700.00	9,700.00	1,810.80	1,788.80	0.00	7,889.20	18.7
5265 TRAINING/EDUCATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5270 TRAVEL & MEETINGS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5301 OFFICE SUPPLIES	750.00	750.00	353.82	353.82	0.00	396.18	47.2
5330 SPECIAL DEPARTMENTAL SUPPLIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
HUMAN RESOURCES MANAGEMENT	87,780.00	87,780.00	17,970.13	10,355.92	0.00	69,809.87	20.5
Dept: 151 EMPLOYEE BENEFITS							
5113 WORKER'S COMP	163,499.00	163,499.00	0.00	0.00	0.00	163,499.00	0.0
5210 CONTRACT SERVICE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
5230 GENERAL LIABILITY INSURANCE	310,060.00	310,060.00	50,604.80	50,604.80	0.00	259,455.20	16.3

REVENUE/EXPENDITURE REPORT

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 151 EMPLOYEE BENEFITS							
5270 TRAVEL & MEETINGS	600.00	600.00	0.00	0.00	0.00	600.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
EMPLOYEE BENEFITS	484,409.00	484,409.00	50,604.80	50,604.80	0.00	433,804.20	10.4
Dept: 190 GENERAL SERVICES							
5201 ADVERTISING (INCL LEGAL)	7,000.00	7,000.00	1,324.46	756.00	0.00	5,675.54	18.9
5210 CONTRACT SERVICE	48,000.00	48,000.00	17,258.88	988.08	0.00	30,741.12	36.0
5241 MAINTENANCE OF EQUIPMENT	500.00	500.00	46.38	0.00	0.00	453.62	9.3
5242 VEHICLE FUEL	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5250 PUBLICATION/DUES	8,050.00	8,050.00	180.00	180.00	0.00	7,870.00	2.2
5260 TELEPHONE	15,000.00	15,000.00	2,265.14	1,143.57	0.00	12,734.86	15.1
5280 UTILITIES - ELECTRIC	30,000.00	30,000.00	4,504.01	4,504.01	0.00	25,495.99	15.0
5281 UTILITIES - GAS	400.00	400.00	23.89	0.00	0.00	376.11	6.0
5301 OFFICE SUPPLIES	6,300.00	6,300.00	224.39	224.39	0.00	6,075.61	3.6
5303 BANK CHARGES	10,000.00	10,000.00	1,323.73	398.12	0.00	8,676.27	13.2
5305 POSTAGE/FREIGHT	9,000.00	9,000.00	2,245.94	1,278.96	0.00	6,754.06	25.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	3,300.00	3,300.00	108.86	108.86	0.00	3,191.14	3.3
5442 EQUIPMENT - OTHER	8,000.00	8,000.00	719.21	510.04	0.00	7,280.79	9.0
5540 PROPERTY TAXES	1,600.00	1,600.00	1,423.64	0.00	0.00	176.36	89.0
GENERAL SERVICES	147,450.00	147,450.00	31,648.53	10,092.03	0.00	115,801.47	21.5
Dept: 210 POLICE MANAGEMENT SERVICES							
5101 SALARIES - FULL TIME	497,022.00	497,022.00	101,733.27	43,598.56	0.00	395,288.73	20.5
5103 OVERTIME	8,000.00	8,000.00	7,190.89	2,352.55	0.00	809.11	89.9
5104 COURT/TRAVEL/STANDBY	6,756.00	6,756.00	993.44	425.76	0.00	5,762.56	14.7
5105 CERTIFICATE PAY	29,775.00	29,775.00	5,724.60	2,289.84	0.00	24,050.40	19.2
5107 SHIFT DIFFERENTIAL	7,800.00	7,800.00	650.00	250.00	0.00	7,150.00	8.3
5108 SPECIALTY PAY 5%	0.00	0.00	3.48	3.48	0.00	-3.48	0.0
5111 RETIREMENT	93,989.00	93,989.00	16,925.78	6,976.49	0.00	77,063.22	18.0
5112 FICA	42,332.00	42,332.00	8,546.85	3,566.90	0.00	33,785.15	20.2
5114 UNEMPLOYMENT INS.	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	0.0
5115 HEALTH INSURANCE	42,000.00	42,000.00	6,286.71	3,150.22	0.00	35,713.29	15.0
5124 EDUCATION INCENTIVE	4,000.00	4,000.00	1,946.99	446.99	0.00	2,053.01	48.7
5250 PUBLICATION/DUES	0.00	0.00	598.00	0.00	0.00	-598.00	0.0
5265 TRAINING/EDUCATION	495.00	495.00	0.00	0.00	0.00	495.00	0.0
5266 TRAINING - POST	725.00	725.00	0.00	0.00	0.00	725.00	0.0
5270 TRAVEL & MEETINGS	388.00	388.00	0.00	0.00	0.00	388.00	0.0
5271 TRAVEL & MEETINGS - POST	3,191.00	3,191.00	0.00	0.00	0.00	3,191.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	6,000.00	6,000.00	2,061.11	1,124.11	0.00	3,938.89	34.4
5330 SPECIAL DEPARTMENTAL SUPPLIES	74,000.00	74,000.00	0.00	0.00	0.00	74,000.00	0.0
POLICE MANAGEMENT SERVICES	818,573.00	818,573.00	152,661.12	64,184.90	0.00	665,911.88	18.6
Dept: 211 POLICE FIELD SERVICES							
5101 SALARIES - FULL TIME	968,754.00	968,754.00	135,383.82	56,426.40	0.00	833,370.18	14.0
5103 OVERTIME	80,000.00	80,000.00	33,606.56	12,294.23	0.00	46,393.44	42.0
5104 COURT/TRAVEL/STANDBY	27,860.00	27,860.00	4,695.96	1,818.72	0.00	23,164.04	16.9
5105 CERTIFICATE PAY	40,525.00	40,525.00	8,350.96	3,452.12	0.00	32,174.04	20.6
5107 SHIFT DIFFERENTIAL	15,600.00	15,600.00	3,600.00	1,350.00	0.00	12,000.00	23.1
5108 SPECIALTY PAY 5%	22,198.00	22,198.00	2,279.56	992.20	0.00	19,918.44	10.3
5111 RETIREMENT	178,159.00	178,159.00	24,228.07	10,296.99	0.00	153,930.93	13.6
5112 FICA	88,506.00	88,506.00	15,308.65	6,300.13	0.00	73,197.35	17.3
5114 UNEMPLOYMENT INS.	5,880.00	5,880.00	88.51	86.68	0.00	5,791.49	1.5
5115 HEALTH INSURANCE	117,600.00	117,600.00	12,549.75	6,280.72	0.00	105,050.25	10.7
5123 WELLNESS PROGRAM	0.00	0.00	339.90	0.00	0.00	-339.90	0.0
5124 EDUCATION INCENTIVE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5241 MAINTENANCE OF EQUIPMENT	34,350.00	34,350.00	24,033.33	8,918.00	0.00	10,316.67	70.0
5242 VEHICLE FUEL	40,000.00	40,000.00	6,526.94	3,463.81	0.00	33,473.06	16.3
5262 TESTING SERVICES	6,000.00	6,000.00	39.00	39.00	0.00	5,961.00	0.7
5266 TRAINING - POST	2,695.00	2,695.00	0.00	0.00	0.00	2,695.00	0.0
5271 TRAVEL & MEETINGS - POST	9,388.00	9,388.00	0.00	0.00	0.00	9,388.00	0.0
5301 OFFICE SUPPLIES	2,500.00	2,500.00	398.92	44.39	0.00	2,101.08	16.0

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 211 POLICE FIELD SERVICES							
5310 SAFETY/EQUIPMENT/CLOTHING	16,800.00	16,800.00	5,846.97	4,280.91	0.00	10,953.03	34.8
5321 ARMORY/SUPPLIES	3,000.00	3,000.00	359.43	359.43	0.00	2,640.57	12.0
5442 EQUIPMENT - OTHER	3,600.00	3,600.00	661.20	551.50	0.00	2,938.80	18.4
POLICE FIELD SERVICES	1,665,415.00	1,665,415.00	278,297.53	116,955.23	0.00	1,387,117.47	16.7
Dept: 213 COMMUNICATIONS							
5210 CONTRACT SERVICE	326,550.00	326,550.00	75,427.00	1,482.00	0.00	251,123.00	23.1
5260 TELEPHONE	18,041.00	18,041.00	2,699.39	1,935.67	0.00	15,341.61	15.0
5280 UTILITIES - ELECTRIC	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
COMMUNICATIONS	345,591.00	345,591.00	78,126.39	3,417.67	0.00	267,464.61	22.6
Dept: 214 POLICE SPECIAL PROGRAM SERVICE							
5330 SPECIAL DEPARTMENTAL SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
POLICE SPECIAL PROGRAM SERVICE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 215 POLICE RECORDS							
5101 SALARIES - FULL TIME	145,600.00	145,600.00	19,584.00	7,833.60	0.00	126,016.00	13.5
5103 OVERTIME	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5108 SPECIALTY PAY 5%	1,950.00	1,950.00	0.00	0.00	0.00	1,950.00	0.0
5111 RETIREMENT	12,511.00	12,511.00	1,722.25	688.90	0.00	10,788.75	13.8
5112 FICA	11,364.00	11,364.00	1,474.58	587.52	0.00	9,889.42	13.0
5114 UNEMPLOYMENT INS.	1,260.00	1,260.00	0.00	0.00	0.00	1,260.00	0.0
5115 HEALTH INSURANCE	25,200.00	25,200.00	2,087.32	1,027.99	0.00	23,112.68	8.3
5301 OFFICE SUPPLIES	800.00	800.00	103.61	0.00	0.00	696.39	13.0
POLICE RECORDS	199,685.00	199,685.00	24,971.76	10,138.01	0.00	174,713.24	12.5
Dept: 216 K-9 SERVICES							
5210 CONTRACT SERVICE	600.00	600.00	110.00	0.00	0.00	490.00	18.3
5265 TRAINING/EDUCATION	9,600.00	9,600.00	4,620.00	0.00	0.00	4,980.00	48.1
5270 TRAVEL & MEETINGS	1,200.00	1,200.00	330.00	330.00	0.00	870.00	27.5
5330 SPECIAL DEPARTMENTAL SUPPLIES	1,300.00	1,300.00	114.19	114.19	0.00	1,185.81	8.8
K-9 SERVICES	12,700.00	12,700.00	5,174.19	444.19	0.00	7,525.81	40.7
Dept: 220 FIRE							
5210 CONTRACT SERVICE	1,079,791.00	1,079,791.00	67,742.93	67,742.93	0.00	1,012,048.07	6.3
FIRE	1,079,791.00	1,079,791.00	67,742.93	67,742.93	0.00	1,012,048.07	6.3
Dept: 230 ANIMAL CONTROL							
5101 SALARIES - FULL TIME	46,384.00	46,384.00	8,920.00	3,568.00	0.00	37,464.00	19.2
5103 OVERTIME	500.00	500.00	556.06	0.00	0.00	-56.06	111.2
5111 RETIREMENT	4,079.00	4,079.00	784.40	313.76	0.00	3,294.60	19.2
5112 FICA	3,587.00	3,587.00	717.21	269.30	0.00	2,869.79	20.0
5114 UNEMPLOYMENT INS.	420.00	420.00	0.00	0.00	0.00	420.00	0.0
5115 HEALTH INSURANCE	8,400.00	8,400.00	1,468.06	700.00	0.00	6,931.94	17.5
5210 CONTRACT SERVICE	7,668.00	7,668.00	785.00	785.00	0.00	6,883.00	10.2
5241 MAINTENANCE OF EQUIPMENT	750.00	750.00	630.55	0.00	0.00	119.45	84.1
5242 VEHICLE FUEL	2,090.00	2,090.00	597.53	323.80	0.00	1,492.47	28.6
5301 OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	236.99	236.99	0.00	63.01	79.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	101.20	0.00	0.00	-101.20	0.0
ANIMAL CONTROL	74,478.00	74,478.00	14,797.00	6,196.85	0.00	59,681.00	19.9
Dept: 300 PUBLIC SERVICES MANAGEMENT							
5101 SALARIES - FULL TIME	60,220.00	60,220.00	18,120.52	8,729.68	0.00	42,099.48	30.1
5111 RETIREMENT	5,294.00	5,294.00	1,018.40	407.36	0.00	4,275.60	19.2
5112 FICA	4,607.00	4,607.00	1,318.73	634.46	0.00	3,288.27	28.6
5114 UNEMPLOYMENT INS.	273.00	273.00	0.00	0.00	0.00	273.00	0.0
5115 HEALTH INSURANCE	5,460.00	5,460.00	522.28	261.14	0.00	4,937.72	9.6
PUBLIC SERVICES MANAGEMENT	75,854.00	75,854.00	20,979.93	10,032.64	0.00	54,874.07	27.7

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 310 ENGINEERING							
5101 SALARIES - FULL TIME	152,548.00	152,548.00	18,324.00	7,329.60	0.00	134,224.00	12.0
5111 RETIREMENT	13,556.00	13,556.00	1,611.40	644.56	0.00	11,944.60	11.9
5112 FICA	11,792.00	11,792.00	1,401.75	560.70	0.00	10,390.25	11.9
5114 UNEMPLOYMENT INS.	756.00	756.00	0.00	0.00	0.00	756.00	0.0
5115 HEALTH INSURANCE	15,120.00	15,120.00	1,080.00	540.00	0.00	14,040.00	7.1
5124 EDUCATION INCENTIVE	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
5210 CONTRACT SERVICE	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0
5241 MAINTENANCE OF EQUIPMENT	500.00	500.00	69.59	69.59	0.00	430.41	13.9
5242 VEHICLE FUEL	1,500.00	1,500.00	199.72	101.85	0.00	1,300.28	13.3
5250 PUBLICATION/DUES	280.00	280.00	0.00	0.00	0.00	280.00	0.0
5260 TELEPHONE	540.00	540.00	43.71	43.71	0.00	496.29	8.1
5301 OFFICE SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	246.75	0.00	0.00	53.25	82.3
ENGINEERING							
	202,492.00	202,492.00	22,976.92	9,290.01	0.00	179,515.08	11.3
Dept: 320 STREET MAINTENANCE							
5101 SALARIES - FULL TIME	125,267.00	125,267.00	21,767.36	9,635.84	0.00	103,499.64	17.4
5103 OVERTIME	10,000.00	10,000.00	757.90	119.30	0.00	9,242.10	7.6
5104 COURT/TRAVEL/STANDBY	13,870.00	13,870.00	1,575.47	641.15	0.00	12,294.53	11.4
5110 UNIFORM ALLOWANCE	7,000.00	7,000.00	916.92	0.00	0.00	6,083.08	13.1
5111 RETIREMENT	9,738.00	9,738.00	1,637.01	749.11	0.00	8,100.99	16.8
5112 FICA	11,430.00	11,430.00	1,819.32	781.52	0.00	9,610.68	15.9
5114 UNEMPLOYMENT INS.	1,428.00	1,428.00	0.43	0.00	0.00	1,427.57	0.0
5115 HEALTH INSURANCE	28,560.00	28,560.00	4,047.29	2,197.04	0.00	24,512.71	14.2
5123 WELLNESS PROGRAM	274.00	274.00	0.00	0.00	0.00	274.00	0.0
5210 CONTRACT SERVICE	25,250.00	25,250.00	0.00	0.00	0.00	25,250.00	0.0
5241 MAINTENANCE OF EQUIPMENT	54,000.00	54,000.00	20,246.18	1,779.20	0.00	33,753.82	37.5
5242 VEHICLE FUEL	18,000.00	18,000.00	2,638.81	949.83	0.00	15,361.19	14.7
5250 PUBLICATION/DUES	6,200.00	6,200.00	0.00	0.00	0.00	6,200.00	0.0
5252 RENT OF EQUIPMENT / PROPERTY	0.00	0.00	281.82	0.00	0.00	-281.82	0.0
5260 TELEPHONE	2,160.00	2,160.00	163.09	163.09	0.00	1,996.91	7.6
5265 TRAINING/EDUCATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5270 TRAVEL & MEETINGS	800.00	800.00	0.00	0.00	0.00	800.00	0.0
5280 UTILITIES - ELECTRIC	115,000.00	115,000.00	20,584.37	11,596.33	0.00	94,415.63	17.9
5310 SAFETY/EQUIPMENT/CLOTHING	5,000.00	5,000.00	854.50	854.50	0.00	4,145.50	17.1
5320 SMALL TOOLS	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	55,000.00	55,000.00	24,003.94	8,413.50	0.00	30,996.06	43.6
5442 EQUIPMENT - OTHER	242,186.00	242,186.00	15,570.57	9,180.30	0.00	226,615.43	6.4
STREET MAINTENANCE							
	736,663.00	736,663.00	116,864.98	47,060.71	0.00	619,798.02	15.9
Dept: 325 STORM DRAINS							
5103 OVERTIME	0.00	0.00	124.62	124.62	0.00	-124.62	0.0
5112 FICA	0.00	0.00	9.54	9.54	0.00	-9.54	0.0
5115 HEALTH INSURANCE	0.00	0.00	21.50	21.50	0.00	-21.50	0.0
5241 MAINTENANCE OF EQUIPMENT	6,000.00	6,000.00	996.98	0.00	0.00	5,003.02	16.6
5242 VEHICLE FUEL	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0.0
5250 PUBLICATION/DUES	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00	0.0
5280 UTILITIES - ELECTRIC	700.00	700.00	57.36	57.36	0.00	642.64	8.2
5310 SAFETY/EQUIPMENT/CLOTHING	250.00	250.00	0.00	0.00	0.00	250.00	0.0
STORM DRAINS							
	17,850.00	17,850.00	1,210.00	213.02	0.00	16,640.00	6.8
Dept: 330 SANITATION							
5210 CONTRACT SERVICE	1,124,880.00	1,124,880.00	113,911.97	113,644.77	0.00	1,010,968.03	10.1
5216 RECYCLING/LITTER REDUCTION	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5217 RECYCLING TASK FORCE	35,339.00	35,339.00	32,324.52	32,324.52	0.00	3,014.48	91.5
5301 OFFICE SUPPLIES	800.00	800.00	0.00	0.00	0.00	800.00	0.0
SANITATION							
	1,161,319.00	1,161,319.00	146,236.49	145,969.29	0.00	1,015,082.51	12.6
Dept: 340 SHOP							
5101 SALARIES - FULL TIME	59,231.00	59,231.00	9,659.52	4,556.16	0.00	49,571.48	16.3

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 340 SHOP							
5111 RETIREMENT	4,951.00	4,951.00	786.07	380.88	0.00	4,164.93	15.9
5112 FICA	4,557.00	4,557.00	730.30	344.27	0.00	3,826.70	16.0
5114 UNEMPLOYMENT INS.	588.00	588.00	2.98	0.00	0.00	585.02	0.5
5115 HEALTH INSURANCE	11,760.00	11,760.00	1,856.39	958.06	0.00	9,903.61	15.8
5123 WELLNESS PROGRAM	336.00	336.00	0.00	0.00	0.00	336.00	0.0
5210 CONTRACT SERVICE	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5240 M & O IMPROVEMENTS	1,350.00	1,350.00	0.00	0.00	0.00	1,350.00	0.0
5241 MAINTENANCE OF EQUIPMENT	24,500.00	24,500.00	2,340.74	2,208.17	0.00	22,159.26	9.6
5242 VEHICLE FUEL	0.00	0.00	123.01	123.01	0.00	-123.01	0.0
5252 RENT OF EQUIPMENT / PROPERTY	450.00	450.00	0.00	0.00	0.00	450.00	0.0
5260 TELEPHONE	540.00	540.00	30.60	30.60	0.00	509.40	5.7
5310 SAFETY/EQUIPMENT/CLOTHING	500.00	500.00	412.46	412.46	0.00	87.54	82.5
5320 SMALL TOOLS	4,000.00	4,000.00	109.46	31.02	0.00	3,890.54	2.7
SHOP	117,263.00	117,263.00	16,051.53	9,044.63	0.00	101,211.47	13.7
Dept: 345 BUILDINGS & GROUNDS							
5101 SALARIES - FULL TIME	72,975.00	72,975.00	12,778.24	5,613.44	0.00	60,196.76	17.5
5103 OVERTIME	0.00	0.00	89.01	0.00	0.00	-89.01	0.0
5111 RETIREMENT	5,643.00	5,643.00	953.09	434.03	0.00	4,689.91	16.9
5112 FICA	5,597.00	5,597.00	965.28	417.26	0.00	4,631.72	17.2
5114 UNEMPLOYMENT INS.	672.00	672.00	0.00	0.00	0.00	672.00	0.0
5115 HEALTH INSURANCE	13,440.00	13,440.00	1,586.43	948.57	0.00	11,853.57	11.8
5123 WELLNESS PROGRAM	192.00	192.00	0.00	0.00	0.00	192.00	0.0
5210 CONTRACT SERVICE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
5240 M & O IMPROVEMENTS	3,750.00	3,750.00	175.00	0.00	0.00	3,575.00	4.7
5241 MAINTENANCE OF EQUIPMENT	13,000.00	13,000.00	4,696.08	2,280.47	0.00	8,303.92	36.1
5242 VEHICLE FUEL	0.00	0.00	226.25	119.70	0.00	-226.25	0.0
5250 PUBLICATION/DUES	250.00	250.00	121.00	121.00	0.00	129.00	48.4
5260 TELEPHONE	0.00	0.00	62.76	62.76	0.00	-62.76	0.0
5302 CUSTODIAL SUPPLIES	6,500.00	6,500.00	200.72	92.86	0.00	6,299.28	3.1
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	299.97	299.97	0.00	0.03	100.0
5320 SMALL TOOLS	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5442 EQUIPMENT - OTHER	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
BUILDINGS & GROUNDS	139,719.00	139,719.00	22,153.83	10,390.06	0.00	117,565.17	15.9
Dept: 350 COMMUNITY DEVELOPMENT							
5101 SALARIES - FULL TIME	221,541.00	221,541.00	56,058.50	23,401.48	0.00	165,482.50	25.3
5102 SALARIES - PART TIME	4,500.00	4,500.00	400.00	200.00	0.00	4,100.00	8.9
5103 OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5105 CERTIFICATE PAY	1,300.00	1,300.00	125.00	50.00	0.00	1,175.00	9.6
5108 SPECIALTY PAY 5%	1,170.00	1,170.00	0.00	0.00	0.00	1,170.00	0.0
5111 RETIREMENT	18,862.00	18,862.00	4,562.33	1,825.80	0.00	14,299.67	24.2
5112 FICA	17,659.00	17,659.00	4,240.69	1,765.36	0.00	13,418.31	24.0
5114 UNEMPLOYMENT INS.	1,488.00	1,488.00	14.80	7.40	0.00	1,473.20	1.0
5115 HEALTH INSURANCE	24,360.00	24,360.00	4,538.73	2,262.55	0.00	19,821.27	18.6
5123 WELLNESS PROGRAM	1,824.00	1,824.00	0.00	0.00	0.00	1,824.00	0.0
5210 CONTRACT SERVICE	45,000.00	45,000.00	124.00	0.00	0.00	44,876.00	0.3
5241 MAINTENANCE OF EQUIPMENT	500.00	500.00	5.56	0.00	0.00	494.44	1.1
5242 VEHICLE FUEL	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5250 PUBLICATION/DUES	880.00	880.00	0.00	0.00	0.00	880.00	0.0
5260 TELEPHONE	3,780.00	3,780.00	305.97	305.97	0.00	3,474.03	8.1
5265 TRAINING/EDUCATION	1,110.00	1,110.00	0.00	0.00	0.00	1,110.00	0.0
5270 TRAVEL & MEETINGS	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
5301 OFFICE SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	350.00	350.00	250.00	0.00	0.00	100.00	71.4
5442 EQUIPMENT - OTHER	1,800.00	1,800.00	578.50	468.80	0.00	1,221.50	32.1
COMMUNITY DEVELOPMENT	349,974.00	349,974.00	71,204.08	30,287.36	0.00	278,769.92	20.3
Dept: 360 BUILDING & SAFETY							
5101 SALARIES - FULL TIME	108,809.00	108,809.00	20,924.80	8,369.92	0.00	87,884.20	19.2

REVENUE/EXPENDITURE REPORT

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 360 BUILDING & SAFETY							
5105 CERTIFICATE PAY	650.00	650.00	100.00	25.00	0.00	550.00	15.4
5108 SPECIALTY PAY 5%	2,470.00	2,470.00	0.00	0.00	0.00	2,470.00	0.0
5111 RETIREMENT	8,654.00	8,654.00	1,562.72	649.09	0.00	7,091.28	18.1
5112 FICA	8,563.00	8,563.00	1,608.40	642.22	0.00	6,954.60	18.8
5114 UNEMPLOYMENT INS.	798.00	798.00	0.00	0.00	0.00	798.00	0.0
5115 HEALTH INSURANCE	15,960.00	15,960.00	2,047.65	1,023.83	0.00	13,912.35	12.8
5213 STATE MANDATED FEE	5,400.00	5,400.00	2,982.17	0.00	0.00	2,417.83	55.2
5241 MAINTENANCE OF EQUIPMENT	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5242 VEHICLE FUEL	1,500.00	1,500.00	462.67	279.21	0.00	1,037.33	30.8
5250 PUBLICATION/DUES	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0.0
5260 TELEPHONE	1,080.00	1,080.00	92.42	92.42	0.00	987.58	8.6
5265 TRAINING/EDUCATION	1,325.00	1,325.00	0.00	0.00	0.00	1,325.00	0.0
5270 TRAVEL & MEETINGS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5301 OFFICE SUPPLIES	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	900.00	900.00	242.43	242.43	0.00	657.57	26.9
BUILDING & SAFETY	161,759.00	161,759.00	30,023.26	11,324.12	0.00	131,735.74	18.6
Dept: 410 LIBRARY SERVICES							
5101 SALARIES - FULL TIME	68,474.00	68,474.00	13,168.04	5,267.21	0.00	55,305.96	19.2
5102 SALARIES - PART TIME	77,378.00	77,378.00	8,371.56	3,387.02	0.00	69,006.44	10.8
5103 OVERTIME	0.00	0.00	301.33	11.89	0.00	-301.33	0.0
5111 RETIREMENT	7,910.00	7,910.00	1,712.16	705.12	0.00	6,197.84	21.6
5112 FICA	11,158.00	11,158.00	1,654.96	655.05	0.00	9,503.04	14.8
5114 UNEMPLOYMENT INS.	3,336.00	3,336.00	11.90	0.00	0.00	3,324.10	0.4
5115 HEALTH INSURANCE	16,800.00	16,800.00	1,400.00	700.00	0.00	15,400.00	8.3
5210 CONTRACT SERVICE	3,850.00	3,850.00	119.98	59.99	0.00	3,730.02	3.1
5222 LITERACY SERVICES	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
5250 PUBLICATION/DUES	2,177.00	2,177.00	0.00	0.00	0.00	2,177.00	0.0
5265 TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5280 UTILITIES - ELECTRIC	11,000.00	11,000.00	2,146.92	2,146.92	0.00	8,853.08	19.5
5301 OFFICE SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	6,500.00	6,500.00	280.34	0.00	0.00	6,219.66	4.3
5442 EQUIPMENT - OTHER	1,800.00	1,800.00	693.98	584.28	0.00	1,106.02	38.6
5444 LIBRARY BOOKS	7,000.00	7,000.00	1,639.84	827.43	0.00	5,360.16	23.4
LIBRARY SERVICES	238,083.00	238,083.00	31,501.01	14,344.91	0.00	206,581.99	13.2
Dept: 415 COMMUNITY SERVICES MANAGEMENT							
5101 SALARIES - FULL TIME	119,704.00	119,704.00	23,020.00	9,208.00	0.00	96,684.00	19.2
5111 RETIREMENT	10,527.00	10,527.00	2,024.40	809.76	0.00	8,502.60	19.2
5112 FICA	9,157.00	9,157.00	1,728.53	688.16	0.00	7,428.47	18.9
5114 UNEMPLOYMENT INS.	420.00	420.00	0.00	0.00	0.00	420.00	0.0
5115 HEALTH INSURANCE	8,400.00	8,400.00	766.70	383.35	0.00	7,633.30	9.1
5241 MAINTENANCE OF EQUIPMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5242 VEHICLE FUEL	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5250 PUBLICATION/DUES	1,260.00	1,260.00	1,091.00	371.00	0.00	169.00	86.6
5260 TELEPHONE	540.00	540.00	43.71	43.71	0.00	496.29	8.1
5265 TRAINING/EDUCATION	275.00	275.00	0.00	0.00	0.00	275.00	0.0
5270 TRAVEL & MEETINGS	400.00	400.00	245.00	245.00	0.00	155.00	61.3
5301 OFFICE SUPPLIES	400.00	400.00	71.37	0.00	0.00	328.63	17.8
5442 EQUIPMENT - OTHER	0.00	0.00	109.70	0.00	0.00	-109.70	0.0
COMMUNITY SERVICES MANAGEMENT	151,983.00	151,983.00	29,100.41	11,748.98	0.00	122,882.59	19.1
Dept: 420 PARKS MAINTENANCE SERVICES							
5101 SALARIES - FULL TIME	245,358.00	245,358.00	36,707.35	15,448.50	0.00	208,650.65	15.0
5103 OVERTIME	8,000.00	8,000.00	75.83	0.00	0.00	7,924.17	0.9
5104 COURT/TRAVEL/STANDBY	9,855.00	9,855.00	1,301.39	521.99	0.00	8,553.61	13.2
5108 SPECIALTY PAY 5%	433.00	433.00	265.20	0.00	0.00	167.80	61.2
5110 UNIFORM ALLOWANCE	2,500.00	2,500.00	247.45	0.00	0.00	2,252.55	9.9
5111 RETIREMENT	20,373.00	20,373.00	3,043.10	1,299.73	0.00	17,329.90	14.9
5112 FICA	20,169.00	20,169.00	2,791.87	1,114.21	0.00	17,377.13	13.8

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 420 PARKS MAINTENANCE SERVICES							
5114 UNEMPLOYMENT INS.	2,240.00	2,240.00	0.00	0.00	0.00	2,240.00	0.0
5115 HEALTH INSURANCE	44,800.00	44,800.00	5,628.00	2,915.50	0.00	39,172.00	12.6
5210 CONTRACT SERVICE	5,500.00	5,500.00	4,975.00	4,975.00	0.00	525.00	90.5
5240 M & O IMPROVEMENTS	5,400.00	5,400.00	450.00	0.00	0.00	4,950.00	8.3
5241 MAINTENANCE OF EQUIPMENT	50,000.00	50,000.00	1,673.95	1,420.01	0.00	48,326.05	3.3
5242 VEHICLE FUEL	10,000.00	10,000.00	947.02	460.95	0.00	9,052.98	9.5
5250 PUBLICATION/DUES	975.00	975.00	0.00	0.00	0.00	975.00	0.0
5252 RENT OF EQUIPMENT / PROPERTY	800.00	800.00	287.88	0.00	0.00	512.12	36.0
5260 TELEPHONE	2,160.00	2,160.00	174.84	174.84	0.00	1,985.16	8.1
5263 CHEMICALS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5265 TRAINING/EDUCATION	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5270 TRAVEL & MEETINGS	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5280 UTILITIES - ELECTRIC	25,000.00	25,000.00	1,142.76	1,119.86	0.00	23,857.24	4.6
5301 OFFICE SUPPLIES	500.00	500.00	52.99	52.99	0.00	447.01	10.6
5302 CUSTODIAL SUPPLIES	7,000.00	7,000.00	172.40	0.00	0.00	6,827.60	2.5
5310 SAFETY/EQUIPMENT/CLOTHING	3,500.00	3,500.00	965.45	0.00	0.00	2,534.55	27.6
5320 SMALL TOOLS	4,050.00	4,050.00	1,161.60	1,161.60	0.00	2,888.40	28.7
5330 SPECIAL DEPARTMENTAL SUPPLIES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
5350 WATER PURCHASES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5442 EQUIPMENT - OTHER	44,000.00	44,000.00	38,125.75	38,125.75	0.00	5,874.25	86.6
PARKS MAINTENANCE SERVICES	518,913.00	518,913.00	100,189.83	68,790.93	0.00	418,723.17	19.3
Dept: 421 RECREATIONAL PROGRAMS							
5101 SALARIES - FULL TIME	41,101.00	41,101.00	5,572.40	830.00	0.00	35,528.60	13.6
5102 SALARIES - PART TIME	5,000.00	5,000.00	97.50	0.00	0.00	4,902.50	2.0
5103 OVERTIME	0.00	0.00	59.28	0.00	0.00	-59.28	0.0
5108 SPECIALTY PAY 5%	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
5111 RETIREMENT	3,279.00	3,279.00	407.25	64.18	0.00	2,871.75	12.4
5112 FICA	3,626.00	3,626.00	436.94	63.21	0.00	3,189.06	12.1
5114 UNEMPLOYMENT INS.	720.00	720.00	3.61	0.00	0.00	716.39	0.5
5115 HEALTH INSURANCE	8,400.00	8,400.00	1,050.00	350.00	0.00	7,350.00	12.5
5210 CONTRACT SERVICE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
5250 PUBLICATION/DUES	320.00	320.00	12.95	12.95	0.00	307.05	4.0
5260 TELEPHONE	540.00	540.00	43.71	43.71	0.00	496.29	8.1
5265 TRAINING/EDUCATION	350.00	350.00	0.00	0.00	0.00	350.00	0.0
5270 TRAVEL & MEETINGS	0.00	0.00	7.50	7.50	0.00	-7.50	0.0
5301 OFFICE SUPPLIES	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	49,000.00	49,000.00	643.18	643.18	0.00	48,356.82	1.3
RECREATIONAL PROGRAMS	117,436.00	117,436.00	8,334.32	2,014.73	0.00	109,101.68	7.1
Dept: 431 POOL PROGRAMS							
5102 SALARIES - PART TIME	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
5112 FICA	612.00	612.00	0.00	0.00	0.00	612.00	0.0
5114 UNEMPLOYMENT INS.	360.00	360.00	0.00	0.00	0.00	360.00	0.0
5250 PUBLICATION/DUES	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5270 TRAVEL & MEETINGS	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	875.00	875.00	0.00	0.00	0.00	875.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
POOL PROGRAMS	12,747.00	12,747.00	0.00	0.00	0.00	12,747.00	0.0
Dept: 450 SPECIAL EVENTS							
5102 SALARIES - PART TIME	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5103 OVERTIME	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
5112 FICA	1,148.00	1,148.00	0.00	0.00	0.00	1,148.00	0.0
5114 UNEMPLOYMENT INS.	900.00	900.00	0.00	0.00	0.00	900.00	0.0
5201 ADVERTISING (INCL LEGAL)	400.00	400.00	720.00	720.00	0.00	-320.00	180.0
5210 CONTRACT SERVICE	15,000.00	15,000.00	-1,125.00	0.00	0.00	16,125.00	-7.5
5212 MARKET SUPPLIES	30,500.00	30,500.00	0.00	0.00	0.00	30,500.00	0.0
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	98.99	98.99	0.00	-98.99	0.0
5242 VEHICLE FUEL	400.00	400.00	0.00	0.00	0.00	400.00	0.0

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For the Period: 7/1/2020 to 8/31/2020

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal % Bud

Expenditures

Dept: 450 SPECIAL EVENTS

5250 PUBLICATION/DUES	1,638.00	1,638.00	0.00	0.00	0.00	1,638.00	0.0
5252 RENT OF EQUIPMENT / PROPERTY	6,150.00	6,150.00	0.00	0.00	0.00	6,150.00	0.0
5270 TRAVEL & MEETINGS	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5301 OFFICE SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	200.00	200.00	0.00	0.00	0.00	200.00	0.0

SPECIAL EVENTS

Dept: 999 COVID-19

5101 SALARIES - FULL TIME	0.00	0.00	13,280.88	1,104.08	0.00	-13,280.88	0.0
5103 OVERTIME	0.00	0.00	4,386.12	1,178.80	0.00	-4,386.12	0.0
5111 RETIREMENT	0.00	0.00	1,298.97	85.37	0.00	-1,298.97	0.0
5112 FICA	0.00	0.00	1,306.49	171.10	0.00	-1,306.49	0.0
5115 HEALTH INSURANCE	0.00	0.00	3,429.23	396.82	0.00	-3,429.23	0.0
5210 CONTRACT SERVICE	0.00	0.00	4,750.00	3,500.00	0.00	-4,750.00	0.0
5221 FEE REFUNDS	0.00	0.00	30.00	0.00	0.00	-30.00	0.0
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	3,287.27	183.16	0.00	-3,287.27	0.0
5250 PUBLICATION/DUES	0.00	0.00	14.99	14.99	0.00	-14.99	0.0
5270 TRAVEL & MEETINGS	0.00	0.00	318.40	318.40	0.00	-318.40	0.0
5301 OFFICE SUPPLIES	0.00	0.00	279.83	0.00	0.00	-279.83	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	3,091.42	1,945.92	0.00	-3,091.42	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	1,876.29	1,184.30	0.00	-1,876.29	0.0

COVID-19

Expenditures	10,167,498.00	10,167,498.00	1,586,436.70	849,707.80	0.00	8,581,061.30	15.6
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Fund: 04 - TRAFFIC SAFETY

Revenues

Dept: 000

4310 VEHICLE CODE FINES	0.00	0.00	1,136.76	0.00	0.00	-1,136.76	0.00
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Dept: 000

Depth (m)	0.00	0.00	1,100.00	0.00	0.00	1,100.00	0.00
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Revenues	0.00	0.00	1.136.76	0.00	0.00	-1.136.76	0.00
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Fund: 05 - STATE GAS TAX

Revenues

Dept: 000

4419	STATE GAS TAX - 2103	0.00	0.00	12,485.77	0.00	0.00	-12,485.77	0.0
4420	STATE GAS TAX - 2105	0.00	0.00	8,243.17	0.00	0.00	-8,243.17	0.0
4421	STATE GAS TAX - 2106	0.00	0.00	5,093.78	0.00	0.00	-5,093.78	0.0
4422	STATE GAS TAX - 2107	0.00	0.00	11,307.76	0.00	0.00	-11,307.76	0.0
4423	STATE GAS TAX - 2107.5	0.00	0.00	4,000.00	0.00	0.00	-4,000.00	0.0

Dept: 000

Experiment	Site	Site	Experiment	Site	Site	Experiment	Site
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14
15	15	15	15	15	15	15	15
16	16	16	16	16	16	16	16
17	17	17	17	17	17	17	17
18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20
21	21	21	21	21	21	21	21
22	22	22	22	22	22	22	22
23	23	23	23	23	23	23	23
24	24	24	24	24	24	24	24
25	25	25	25	25	25	25	25
26	26	26	26	26	26	26	26
27	27	27	27	27	27	27	27
28	28	28	28	28	28	28	28
29	29	29	29	29	29	29	29
30	30	30	30	30	30	30	30
31	31	31	31	31	31	31	31
32	32	32	32	32	32	32	32
33	33	33	33	33	33	33	33
34	34	34	34	34	34	34	34
35	35	35	35	35	35	35	35
36	36	36	36	36	36	36	36
37	37	37	37	37	37	37	37
38	38	38	38	38	38	38	38
39	39	39	39	39	39	39	39
40	40	40	40	40	40	40	40
41	41	41	41	41	41	41	41
42	42	42	42	42	42	42	42
43	43	43	43	43	43	43	43
44	44	44	44	44	44	44	44
45	45	45	45	45	45	45	45
46	46	46	46	46	46	46	46
47	47	47	47	47	47	47	47
48	48	48	48	48	48	48	48
49	49	49	49	49	49	49	49
50	50	50	50	50	50	50	50
51	51	51	51	51	51	51	51
52	52	52	52	52	52	52	52
53	53	53	53	53	53	53	53
54	54	54	54	54	54	54	54
55	55	55	55	55	55	55	55
56	56	56	56	56	56	56	56
57	57	57	57	57	57	57	57
58	58	58	58	58	58	58	58

Revenues	0.00	0.00	41.130.48	0.00	0.00	-41.130.48	0.00
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Fund: 06 - LOCAL TRANSPORTATION

Expenditures

Dept: 321 BICYCLE/PEDESTRIAN WAYS

5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	279.87	279.87	0.00	-279.87	0.00
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BICYCLE/PEDESTRIAN WAYS

2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-2263	2263-2264	2264-2265	2265-2266	2266-2267	2267-2268	2268-2269	2269-2270	2270-2271	2271-2272	2272-2273	2273-2274	2274-2275	2275-2276	2276-2277	2277-2278	2278-2279	2279-2280	2280-2281	2281-2282	2282-2283	2283-2284	2284-2285	2285-2286	2286-2287	2287-2288	2288-2289	2289-
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Expenditures	0.00	0.00	279.87	279.87	0.00	-279.87	0.00
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Fund: 08 - LTA MEASURE D

Expenditures

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 08 - LTA MEASURE D							
Expenditures							
Dept: 320 STREET MAINTENANCE							
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	1,440.00	0.00	0.00	-1,440.00	0.0
5210 CONTRACT SERVICE	0.00	0.00	130,403.58	33,367.00	0.00	-130,403.58	0.0
STREET MAINTENANCE	0.00	0.00	131,843.58	33,367.00	0.00	-131,843.58	0.0
Expenditures	0.00	0.00	131,843.58	33,367.00	0.00	-131,843.58	0.0
Fund: 09 - PROP 172							
Revenues							
Dept: 000							
4460 STATE GRANT - PROP 172	0.00	0.00	21,829.87	0.00	0.00	-21,829.87	0.0
Dept: 000	0.00	0.00	21,829.87	0.00	0.00	-21,829.87	0.0
Revenues	0.00	0.00	21,829.87	0.00	0.00	-21,829.87	0.0
Fund: 16 - HOUSING REHAB							
Revenues							
Dept: 000							
4451 STBG 1703 GRANT	0.00	0.00	622.48	472.48	0.00	-622.48	0.0
4462 STBG 6717 GRANT	0.00	0.00	82.97	49.22	0.00	-82.97	0.0
4475 PROGRAM INCOME	0.00	0.00	46.25	0.00	0.00	-46.25	0.0
4610 INTEREST EARNED	0.00	0.00	108.30	108.30	0.00	-108.30	0.0
Dept: 000	0.00	0.00	860.00	630.00	0.00	-860.00	0.0
Revenues	0.00	0.00	860.00	630.00	0.00	-860.00	0.0
Fund: 18 - RLA - Fund							
Revenues							
Dept: 000							
4475 PROGRAM INCOME	0.00	0.00	5,836.93	2,650.71	0.00	-5,836.93	0.0
4610 INTEREST EARNED	0.00	0.00	370.88	149.29	0.00	-370.88	0.0
Dept: 000	0.00	0.00	6,207.81	2,800.00	0.00	-6,207.81	0.0
Revenues	0.00	0.00	6,207.81	2,800.00	0.00	-6,207.81	0.0
Fund: 21 - WILDFLOWER#8-LANDSCAPE/LIGHTNG							
Revenues							
Dept: 000							
4546 LANDSCAPING	0.00	0.00	14,980.68	0.00	0.00	-14,980.68	0.0
4547 LIGHTING	0.00	0.00	2,996.76	0.00	0.00	-2,996.76	0.0
Dept: 000	0.00	0.00	17,977.44	0.00	0.00	-17,977.44	0.0
Revenues	0.00	0.00	17,977.44	0.00	0.00	-17,977.44	0.0
Expenditures							
Dept: 500 LANDSCAPE							
5210 CONTRACT SERVICE	0.00	0.00	500.00	500.00	0.00	-500.00	0.0
LANDSCAPE	0.00	0.00	500.00	500.00	0.00	-500.00	0.0
Expenditures	0.00	0.00	500.00	500.00	0.00	-500.00	0.0
Fund: 23 - PASEO DEL SOL-LANDSCAPE/LIGHT							
Revenues							
Dept: 000							
4546 LANDSCAPING	0.00	0.00	17,489.64	0.00	0.00	-17,489.64	0.0

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 23 - PASEO DEL SOL-LANDSCAPE/LIGHT							
Revenues							
Dept: 000							
4547 LIGHTING	0.00	0.00	3,497.74	0.00	0.00	-3,497.74	0.0
Dept: 000	0.00	0.00	20,987.38	0.00	0.00	-20,987.38	0.0
Revenues	0.00	0.00	20,987.38	0.00	0.00	-20,987.38	0.0
Fund: 31 - COPS 2017							
Revenues							
Dept: 000							
4790 NOT OTHERWISE CLASSIFIED	0.00	0.00	16,195.03	16,195.03	0.00	-16,195.03	0.0
Dept: 000	0.00	0.00	16,195.03	16,195.03	0.00	-16,195.03	0.0
Revenues	0.00	0.00	16,195.03	16,195.03	0.00	-16,195.03	0.0
Fund: 35 - SKY RANCH DISTRICT							
Revenues							
Dept: 000							
4546 LANDSCAPING	0.00	0.00	74,970.00	0.00	0.00	-74,970.00	0.0
Dept: 000	0.00	0.00	74,970.00	0.00	0.00	-74,970.00	0.0
Revenues	0.00	0.00	74,970.00	0.00	0.00	-74,970.00	0.0
Expenditures							
Dept: 420 PARKS MAINTENANCE SERVICES							
5103 OVERTIME	0.00	0.00	232.14	232.14	0.00	-232.14	0.0
5112 FICA	0.00	0.00	17.42	17.42	0.00	-17.42	0.0
5240 M & O IMPROVEMENTS	0.00	0.00	225.00	0.00	0.00	-225.00	0.0
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	852.65	305.17	0.00	-852.65	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	268.81	268.81	0.00	-268.81	0.0
PARKS MAINTENANCE SERVICES	0.00	0.00	1,596.02	823.54	0.00	-1,596.02	0.0
Dept: 500 LANDSCAPE							
5210 CONTRACT SERVICE	0.00	0.00	39,540.50	39,540.50	0.00	-39,540.50	0.0
5350 WATER PURCHASES	0.00	0.00	387.14	0.00	0.00	-387.14	0.0
LANDSCAPE	0.00	0.00	39,927.64	39,540.50	0.00	-39,927.64	0.0
Expenditures	0.00	0.00	41,523.66	40,364.04	0.00	-41,523.66	0.0
Fund: 39 - LIBRARY LITERACY STATE							
Expenditures							
Dept: 410 LIBRARY SERVICES							
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	9,620.87	9,620.87	0.00	-9,620.87	0.0
LIBRARY SERVICES	0.00	0.00	9,620.87	9,620.87	0.00	-9,620.87	0.0
Expenditures	0.00	0.00	9,620.87	9,620.87	0.00	-9,620.87	0.0
Fund: 41 - COPS 2018							
Expenditures							
Dept: 210 POLICE MANAGEMENT SERVICES							
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	2,909.25	2,909.25	0.00	-2,909.25	0.0
5440 EQUIPMENT - AUTOMOTIVE	0.00	0.00	142,536.53	0.00	0.00	-142,536.53	0.0
5442 EQUIPMENT - OTHER	0.00	0.00	74,929.34	74,929.34	0.00	-74,929.34	0.0
POLICE MANAGEMENT SERVICES	0.00	0.00	220,375.12	77,838.59	0.00	-220,375.12	0.0

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 41 - COPS 2018							
Expenditures	0.00	0.00	220,375.12	77,838.59	0.00	-220,375.12	0.0
Fund: 42 - LIBRARY STATE GRANT							
Expenditures							
Dept: 410 LIBRARY SERVICES							
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	11.08	0.00	0.00	-11.08	0.0
LIBRARY SERVICES	0.00	0.00	11.08	0.00	0.00	-11.08	0.0
Expenditures	0.00	0.00	11.08	0.00	0.00	-11.08	0.0
Fund: 47 - COMMUNITY SERVICES GRANTS							
Revenues							
Dept: 000							
4730 LIBRARY - OTHER	0.00	0.00	6,000.00	0.00	0.00	-6,000.00	0.0
Dept: 000	0.00	0.00	6,000.00	0.00	0.00	-6,000.00	0.0
Revenues	0.00	0.00	6,000.00	0.00	0.00	-6,000.00	0.0
Expenditures							
Dept: 410 LIBRARY SERVICES							
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	1,326.75	1,326.75	0.00	-1,326.75	0.0
LIBRARY SERVICES	0.00	0.00	1,326.75	1,326.75	0.00	-1,326.75	0.0
Expenditures	0.00	0.00	1,326.75	1,326.75	0.00	-1,326.75	0.0
Fund: 48 - GENERAL LOAN ACCOUNT							
Revenues							
Dept: 000							
4475 PROGRAM INCOME	0.00	0.00	1,456.95	711.87	0.00	-1,456.95	0.0
4610 INTEREST EARNED	0.00	0.00	281.15	157.18	0.00	-281.15	0.0
Dept: 000	0.00	0.00	1,738.10	869.05	0.00	-1,738.10	0.0
Revenues	0.00	0.00	1,738.10	869.05	0.00	-1,738.10	0.0
Fund: 50 - WATER							
Revenues							
Dept: 000							
4551 WATER SERVICE CHARGES	0.00	0.00	1,192,189.60	612,124.49	0.00	-1,192,189.60	0.0
4552 WATER CONNECTION FEES	0.00	0.00	880.00	830.00	0.00	-880.00	0.0
4554 WATER TURN ON FEES	0.00	0.00	200.00	200.00	0.00	-200.00	0.0
4790 NOT OTHERWISE CLASSIFIED	0.00	0.00	120.00	25.00	0.00	-120.00	0.0
Dept: 000	0.00	0.00	1,193,389.60	613,179.49	0.00	-1,193,389.60	0.0
Revenues	0.00	0.00	1,193,389.60	613,179.49	0.00	-1,193,389.60	0.0
Expenditures							
Dept: 510 WATER OPERATIONS							
5101 SALARIES - FULL TIME	0.00	0.00	153,843.41	63,642.33	0.00	-153,843.41	0.0
5103 OVERTIME	0.00	0.00	4,660.17	1,745.36	0.00	-4,660.17	0.0
5104 COURT/TRAVEL/STANDBY	0.00	0.00	4,585.02	1,862.56	0.00	-4,585.02	0.0
5105 CERTIFICATE PAY	0.00	0.00	1,600.00	625.00	0.00	-1,600.00	0.0
5110 UNIFORM ALLOWANCE	0.00	0.00	544.36	0.00	0.00	-544.36	0.0
5111 RETIREMENT	0.00	0.00	12,405.96	5,219.27	0.00	-12,405.96	0.0
5112 FICA	0.00	0.00	12,106.57	4,948.21	0.00	-12,106.57	0.0
5114 UNEMPLOYMENT INS.	0.00	0.00	51.87	0.00	0.00	-51.87	0.0
5115 HEALTH INSURANCE	0.00	0.00	15,114.41	7,922.50	0.00	-15,114.41	0.0
5120 VEHICLE ALLOWANCE	0.00	0.00	190.00	120.00	0.00	-190.00	0.0

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For the Period: 7/1/2020 to 8/31/2020

For the Period: 7/1/2020 to 8/31/2020		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 50 - WATER								
Expenditures								
Dept: 510 WATER OPERATIONS								
5210 CONTRACT SERVICE	0.00	0.00	657.66	333.60	0.00	-657.66	0.0	
5230 GENERAL LIABILITY INSURANCE	0.00	0.00	37,953.60	37,953.60	0.00	-37,953.60	0.0	
5240 M & O IMPROVEMENTS	0.00	0.00	45.00	0.00	0.00	-45.00	0.0	
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	137,480.78	120,385.66	42.54	-137,523.32	0.0	
5242 VEHICLE FUEL	0.00	0.00	3,909.87	1,969.28	0.00	-3,909.87	0.0	
5250 PUBLICATION/DUES	0.00	0.00	976.07	976.07	0.00	-976.07	0.0	
5260 TELEPHONE	0.00	0.00	1,795.12	1,234.32	0.00	-1,795.12	0.0	
5262 TESTING SERVICES	0.00	0.00	5,132.00	2,359.00	0.00	-5,132.00	0.0	
5263 CHEMICALS	0.00	0.00	36,670.18	18,446.50	0.00	-36,670.18	0.0	
5280 UTILITIES - ELECTRIC	0.00	0.00	23,083.50	23,083.50	0.00	-23,083.50	0.0	
5301 OFFICE SUPPLIES	0.00	0.00	89.56	41.97	0.00	-89.56	0.0	
5302 CUSTODIAL SUPPLIES	0.00	0.00	475.06	475.06	0.00	-475.06	0.0	
5303 BANK CHARGES	0.00	0.00	1,323.70	398.11	0.00	-1,323.70	0.0	
5305 POSTAGE/FREIGHT	0.00	0.00	1,363.32	697.71	0.00	-1,363.32	0.0	
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	2,510.47	2,225.74	0.00	-2,510.47	0.0	
5320 SMALL TOOLS	0.00	0.00	321.69	321.69	0.00	-321.69	0.0	
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	189.30	189.30	0.00	-189.30	0.0	
5350 WATER PURCHASES	0.00	0.00	16,104.00	8,184.00	0.00	-16,104.00	0.0	
WATER OPERATIONS	0.00	0.00	475,182.65	305,360.34	42.54	-475,225.19	0.0	
Dept: 515 WATER CONSERVATION								
5101 SALARIES - FULL TIME	0.00	0.00	4,055.84	1,538.48	0.00	-4,055.84	0.0	
5111 RETIREMENT	0.00	0.00	336.48	130.01	0.00	-336.48	0.0	
5112 FICA	0.00	0.00	304.24	114.77	0.00	-304.24	0.0	
5115 HEALTH INSURANCE	0.00	0.00	218.99	109.49	0.00	-218.99	0.0	
WATER CONSERVATION	0.00	0.00	4,915.55	1,892.75	0.00	-4,915.55	0.0	
Dept: 555 COLLECTIONS & DISTRIBUTION								
5101 SALARIES - FULL TIME	0.00	0.00	13,739.20	6,618.72	0.00	-13,739.20	0.0	
5111 RETIREMENT	0.00	0.00	1,031.75	511.79	0.00	-1,031.75	0.0	
5112 FICA	0.00	0.00	1,031.58	495.36	0.00	-1,031.58	0.0	
5115 HEALTH INSURANCE	0.00	0.00	1,641.49	1,116.49	0.00	-1,641.49	0.0	
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	13,806.75	1,902.64	0.00	-13,806.75	0.0	
5242 VEHICLE FUEL	0.00	0.00	191.21	191.21	0.00	-191.21	0.0	
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	560.07	560.07	0.00	-560.07	0.0	
COLLECTIONS & DISTRIBUTION	0.00	0.00	32,002.05	11,396.28	0.00	-32,002.05	0.0	
Expenditures	0.00	0.00	512,100.25	318,649.37	42.54	-512,142.79	0.0	
Fund: 51 - WATER CAPACITY								
Revenues								
Dept: 000								
4553 WATER CAPACITY FEES	0.00	0.00	52,023.83	52,023.83	0.00	-52,023.83	0.0	
Dept: 000	0.00	0.00	52,023.83	52,023.83	0.00	-52,023.83	0.0	
Revenues	0.00	0.00	52,023.83	52,023.83	0.00	-52,023.83	0.0	
Fund: 52 - WATER BOND 2019								
Expenditures								
Dept: 510 WATER OPERATIONS								
5201 ADVERTISING (INCL LEGAL)	0.00	0.00	1,008.00	0.00	0.00	-1,008.00	0.0	
5210 CONTRACT SERVICE	0.00	0.00	55,145.42	35,252.67	0.00	-55,145.42	0.0	
WATER OPERATIONS	0.00	0.00	56,153.42	35,252.67	0.00	-56,153.42	0.0	
Expenditures	0.00	0.00	56,153.42	35,252.67	0.00	-56,153.42	0.0	
Fund: 55 - WASTEWATER								

REVENUE/EXPENDITURE REPORT

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 55 - WASTEWATER							
Revenues							
Dept: 000							
4561 SEWER SERVICE CHARGES	0.00	0.00	900,679.39	457,919.86	0.00	-900,679.39	0.0
4742 INSURANCE CLAIMS	0.00	0.00	42,500.00	42,500.00	0.00	-42,500.00	0.0
Dept: 000	0.00	0.00	943,179.39	500,419.86	0.00	-943,179.39	0.0
Revenues	0.00	0.00	943,179.39	500,419.86	0.00	-943,179.39	0.0
Expenditures							
Dept: 520 WASTEWATER OPERATIONS							
5101 SALARIES - FULL TIME	0.00	0.00	133,704.11	53,725.21	0.00	-133,704.11	0.0
5103 OVERTIME	0.00	0.00	2,878.94	1,496.36	0.00	-2,878.94	0.0
5104 COURT/TRAVEL/STANDBY	0.00	0.00	3,521.70	1,408.68	0.00	-3,521.70	0.0
5105 CERTIFICATE PAY	0.00	0.00	400.00	175.00	0.00	-400.00	0.0
5110 UNIFORM ALLOWANCE	0.00	0.00	651.48	0.00	0.00	-651.48	0.0
5111 RETIREMENT	0.00	0.00	10,324.33	4,307.61	0.00	-10,324.33	0.0
5112 FICA	0.00	0.00	10,509.37	4,226.86	0.00	-10,509.37	0.0
5114 UNEMPLOYMENT INS.	0.00	0.00	51.85	0.00	0.00	-51.85	0.0
5115 HEALTH INSURANCE	0.00	0.00	10,225.09	5,288.90	0.00	-10,225.09	0.0
5120 VEHICLE ALLOWANCE	0.00	0.00	190.00	120.00	0.00	-190.00	0.0
5210 CONTRACT SERVICE	0.00	0.00	1,114.47	790.42	0.00	-1,114.47	0.0
5230 GENERAL LIABILITY INSURANCE	0.00	0.00	37,953.60	37,953.60	0.00	-37,953.60	0.0
5240 M & O IMPROVEMENTS	0.00	0.00	102.00	0.00	0.00	-102.00	0.0
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	123,997.31	27,269.87	0.00	-123,997.31	0.0
5242 VEHICLE FUEL	0.00	0.00	3,251.82	1,362.75	0.00	-3,251.82	0.0
5250 PUBLICATION/DUES	0.00	0.00	753.33	753.33	0.00	-753.33	0.0
5260 TELEPHONE	0.00	0.00	1,595.85	1,035.05	0.00	-1,595.85	0.0
5262 TESTING SERVICES	0.00	0.00	1,778.00	640.00	0.00	-1,778.00	0.0
5280 UTILITIES - ELECTRIC	0.00	0.00	24,036.31	24,036.31	0.00	-24,036.31	0.0
5281 UTILITIES - GAS	0.00	0.00	29.58	0.00	0.00	-29.58	0.0
5301 OFFICE SUPPLIES	0.00	0.00	47.59	0.00	0.00	-47.59	0.0
5303 BANK CHARGES	0.00	0.00	1,323.70	398.11	0.00	-1,323.70	0.0
5305 POSTAGE/FREIGHT	0.00	0.00	1,361.84	704.01	0.00	-1,361.84	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	1,994.96	1,994.96	0.00	-1,994.96	0.0
5320 SMALL TOOLS	0.00	0.00	321.69	321.69	0.00	-321.69	0.0
5330 SPECIAL DEPARTMENTAL SUPPLIES	0.00	0.00	189.51	189.51	0.00	-189.51	0.0
WASTEWATER OPERATIONS	0.00	0.00	372,308.43	168,198.23	0.00	-372,308.43	0.0
Dept: 555 COLLECTIONS & DISTRIBUTION							
5101 SALARIES - FULL TIME	0.00	0.00	4,340.80	2,349.60	0.00	-4,340.80	0.0
5111 RETIREMENT	0.00	0.00	326.83	181.65	0.00	-326.83	0.0
5112 FICA	0.00	0.00	325.69	175.76	0.00	-325.69	0.0
5115 HEALTH INSURANCE	0.00	0.00	617.16	442.16	0.00	-617.16	0.0
5241 MAINTENANCE OF EQUIPMENT	0.00	0.00	3,320.29	63.68	0.00	-3,320.29	0.0
5242 VEHICLE FUEL	0.00	0.00	63.73	63.73	0.00	-63.73	0.0
5310 SAFETY/EQUIPMENT/CLOTHING	0.00	0.00	186.69	186.69	0.00	-186.69	0.0
COLLECTIONS & DISTRIBUTION	0.00	0.00	9,181.19	3,463.27	0.00	-9,181.19	0.0
Expenditures	0.00	0.00	381,489.62	171,661.50	0.00	-381,489.62	0.0
Fund: 56 - WASTEWATER CAPACITY							
Revenues							
Dept: 000							
4563 SEWER CAPACITY FEES	0.00	0.00	43,353.27	43,353.27	0.00	-43,353.27	0.0
Dept: 000	0.00	0.00	43,353.27	43,353.27	0.00	-43,353.27	0.0
Revenues	0.00	0.00	43,353.27	43,353.27	0.00	-43,353.27	0.0

Fund: 57 - WASTEWATER BOND 2019

Revenues

REVENUE/EXPENDITURE REPORT

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 57 - WASTEWATER BOND 2019							
Revenues							
Dept: 000							
4472 BOND PROCEEDS	0.00	0.00	6,591,373.67	0.00	0.00	-6,591,373.67	0.0
Dept: 000	0.00	0.00	6,591,373.67	0.00	0.00	-6,591,373.67	0.0
Revenues	0.00	0.00	6,591,373.67	0.00	0.00	-6,591,373.67	0.0
Expenditures							
Dept: 520 WASTEWATER OPERATIONS							
5210 CONTRACT SERVICE	0.00	0.00	128,369.89	89,530.08	0.00	-128,369.89	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	0.00	0.00	2,748,520.77	1,073,644.34	0.00	-2,748,520.77	0.0
WASTEWATER OPERATIONS	0.00	0.00	2,876,890.66	1,163,174.42	0.00	-2,876,890.66	0.0
Expenditures	0.00	0.00	2,876,890.66	1,163,174.42	0.00	-2,876,890.66	0.0
Fund: 64 - FIRE IMPACT FEES							
Revenues							
Dept: 000							
4250 IMPACT FEES - FIRE	0.00	0.00	3,489.62	3,489.62	0.00	-3,489.62	0.0
Dept: 000	0.00	0.00	3,489.62	3,489.62	0.00	-3,489.62	0.0
Revenues	0.00	0.00	3,489.62	3,489.62	0.00	-3,489.62	0.0
Fund: 65 - POLICE IMPACT FEES							
Revenues							
Dept: 000							
4251 IMPACT FEES - POLICE	0.00	0.00	7,431.82	7,431.82	0.00	-7,431.82	0.0
Dept: 000	0.00	0.00	7,431.82	7,431.82	0.00	-7,431.82	0.0
Revenues	0.00	0.00	7,431.82	7,431.82	0.00	-7,431.82	0.0
Fund: 66 - ADMINISTRATIVE IMPACT FEES							
Revenues							
Dept: 000							
4254 IMPACT FEES - ADMIN	0.00	0.00	7,792.09	7,792.09	0.00	-7,792.09	0.0
Dept: 000	0.00	0.00	7,792.09	7,792.09	0.00	-7,792.09	0.0
Revenues	0.00	0.00	7,792.09	7,792.09	0.00	-7,792.09	0.0
Fund: 67 - LIBRARY IMPACT FEES							
Revenues							
Dept: 000							
4255 IMPACT FEES - LIBRARY	0.00	0.00	5,006.88	5,006.88	0.00	-5,006.88	0.0
Dept: 000	0.00	0.00	5,006.88	5,006.88	0.00	-5,006.88	0.0
Revenues	0.00	0.00	5,006.88	5,006.88	0.00	-5,006.88	0.0
Fund: 68 - PARK IMPACT FEES							
Revenues							
Dept: 000							
4256 IMPACT FEES - PARKS	0.00	0.00	28,593.48	28,593.48	0.00	-28,593.48	0.0
Dept: 000	0.00	0.00	28,593.48	28,593.48	0.00	-28,593.48	0.0
Revenues	0.00	0.00	28,593.48	28,593.48	0.00	-28,593.48	0.0

REVENUE/EXPENDITURE REPORT

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City of Imperial

For the Period: 7/1/2020 to 8/31/2020

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 69 - CIRCULATION IMPACT FEES							
Revenues							
Dept: 000							
4257 IMPACT FEES-CIRCULATION	0.00	0.00	16,240.28	16,240.28	0.00	-16,240.28	0.0
Dept: 000	0.00	0.00	16,240.28	16,240.28	0.00	-16,240.28	0.0
Revenues	0.00	0.00	16,240.28	16,240.28	0.00	-16,240.28	0.0
Fund: 81 - SB1 ROAD & REHABILITATION							
Revenues							
Dept: 000							
4459 OTHER FED GRANTS	0.00	0.00	52,708.99	27,856.79	0.00	-52,708.99	0.0
Dept: 000	0.00	0.00	52,708.99	27,856.79	0.00	-52,708.99	0.0
Revenues	0.00	0.00	52,708.99	27,856.79	0.00	-52,708.99	0.0
Expenditures							
Dept: 320 STREET MAINTENANCE							
5210 CONTRACT SERVICE	0.00	0.00	1,235.00	0.00	0.00	-1,235.00	0.0
5430 IMPROVEMENTS OTHER THAN BLDGS	0.00	0.00	758,609.04	0.00	0.00	-758,609.04	0.0
STREET MAINTENANCE	0.00	0.00	759,844.04	0.00	0.00	-759,844.04	0.0
Expenditures	0.00	0.00	759,844.04	0.00	0.00	-759,844.04	0.0
Fund: 82 - CARES (CORONAVIRUS RELIEF FUND)							
Revenues							
Dept: 000							
4471 STATE GRANT	0.00	0.00	81,932.00	40,966.00	0.00	-81,932.00	0.0
Dept: 000	0.00	0.00	81,932.00	40,966.00	0.00	-81,932.00	0.0
Revenues	0.00	0.00	81,932.00	40,966.00	0.00	-81,932.00	0.0
Fund: 84 - EARLY LEARNING GRANT							
Revenues							
Dept: 000							
4459 OTHER FED GRANTS	0.00	0.00	67,968.00	67,968.00	0.00	-67,968.00	0.0
Dept: 000	0.00	0.00	67,968.00	67,968.00	0.00	-67,968.00	0.0
Revenues	0.00	0.00	67,968.00	67,968.00	0.00	-67,968.00	0.0
Fund: 95 - SUCCESSOR RDA HOUSING FUND							
Revenues							
Dept: 000							
4610 INTEREST EARNED	0.00	0.00	26.54	13.27	0.00	-26.54	0.0
Dept: 000	0.00	0.00	26.54	13.27	0.00	-26.54	0.0
Revenues	0.00	0.00	26.54	13.27	0.00	-26.54	0.0
Grand Total Net Effect:	-18,131.00	-18,131.00	3,772,486.95	-771,273.53	42.54	-3,790,575.41	

DATE SUBMITTED 09/30/2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/07/2020

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

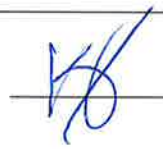
IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Emergency at Hwy 86 & Aten Rd. Manhole Hwy 86 & Aten Rd. 1. Suspend Emergency Action of Resolution NO. 2020-53.	
DEPARTMENT INVOLVED: Public Services – Waste Water	
BACKGROUND/SUMMARY: On the afternoon of August 12 th staff reviewed and discovered a force main that feeds into Clark Pump Lift Station had broken inside a man hole located at Hwy 86 & Aten Rd. on south eastern corner. After further review with City Manager and Assistant Manager, emergency action was declared. Public Services has worked with A&R and completed repairs needed for manhole.	
FISCAL IMPACT: Unknown	FINANCE INITIALS
STAFF RECOMMENDATION: Council suspends emergency action.	DEPT. INITIALS
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED (DISAPPROVED (REFERRED TO: REJECTED (DEFERRED (	

DATE SUBMITTED 09/29/2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/07/2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Signal Lights Hwy 86 & Neckel Rd. DISCUSSION/ACTION: Emergency at Intersection of HWY 86 & Neckel Rd. 1. Suspend Emergency Action of Resolution NO. 2020-46.	
DEPARTMENT INVOLVED: Public Services - Streets	
BACKGROUND/SUMMARY: On the morning of Wednesday, March 11, 2020 a signal light was taken out by a tow truck accident. On the early morning, Sunday, July 5, 2020, a hit and run accident took out a controller box in this same intersection. This triggered the entire signal & camera system at Hwy 86 & Neckel Rd. to not function and fail, thereby causing motorist & pedestrian safety & traffic hazards. An emergency was declared by the City Manager that morning, Sunday, July 5 th and clean up & repairs to the area was authorized. Repairs & replacement to the damage are completed. New controller cabinet has been installed along with pedestrian signal pole. Signal lights are functioning.	
FISCAL IMPACT: \$91,871.89 estimated (still finalizing)	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: Council suspends emergency action.	DEPT. INITIALS _____
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED (DISAPPROVED (REFERRED TO: REJECTED (DEFERRED (	

ACCIDENT : 03/11/2020
CLAIM# 20033340
HWY 86 & NECKLE RD.
LIGHT

REPAIRS NAME	INVOICE	AMOUNT
MC CAIN	INV0252712	\$2,150.61
BES	10952	\$3,298.10
MC CAIN	4526959	\$6,850.98
EMPLOYEE TIME		\$2,026.71

TOTAL: **\$14,326.40**

ACCIDENT : 07/05/2020
CLAIM# 20033650
HWY 86 & NECKLE RD.
CABINET

REPAIRS		
NAME	INVOICE	AMOUNT
CITY OF EL CENTRO	20-00981	\$861.17
ACME SAFETY	138687-88	\$538.42
BES	10951	\$9,639.90
BES	10958	\$17,129.00
BES	11045	\$3,300.00
ACME SAFETY	140838	\$530.43
ACME SAFETY	140822	\$27.17
ITERIS	124382	\$17,347.77
NAPA	519786	\$6.79
MC CAIN	INV0252333	\$1,178.79
MC CAIN	INV0252120	\$3,572.34
MC CAIN	INV0252032	\$20,945.31
MC CAIN	INV0250785	\$22.63
EMPLOYEE TIME		\$2,445.77

TOTAL:

\$77,545.49

DATE SUBMITTED

09/30/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

DATE ACTION REQUIRED

10/07/2020

ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

MONTERREY PARK SUBDIVISION No. 2 UNIT 4B

- LOTS 576 TO 583 PER FM 27/83

APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS.

1. AUTHORIZE PARTIAL RECONVEYANCE TO JUPITER VENTURES I, LP.

DEPARTMENT INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

City staff conducted regular field inspections during the construction of the off-site street improvements of the segment of Vista del Mar Lane for lots 576 to 583 within Monterrey Park Subdivision No. 2 Unit 4B and a final walk through was completed on September 30, 2020. At this time, the improvements were found to be completed.

One-Year warranty for labor and materials will end on September 30, 2021.

Now the developer is requesting Partial Reconveyance of the above-referenced lots.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION:

1. Staff recommends approval and acceptance of off-site street improvements of the segment of Vista del Mar Lane for Monterrey Park Subdivision No. 2 Unit 4B.
2. Staff recommends authorization of Partial reconveyance regarding Lots 576 to 583 per FM 27/83 to Jupiter Ventures I, LP.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL DOCUMENT TO:

Space Above This Line for Recorder's Use Only

A.P.N.:

File No.: ()

PARTIAL RECONVEYANCE

_____, Trustee under that Deed of Trust dated _____, executed by _____, Trustor and recorded on _____, in Book _____, as Page(s) _____, as Instrument No. _____ of _____ Official Records, in the Office of the County Recorder of Imperial, California, having been requested in writing, by holder of the obligations secured by said Deed of Trust, to reconvey a portion of the estate granted to Trustee under said Deed of Trust, DOES HEREBY RECONVEY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, ALL THE ESTATE, TITLE, AND INTEREST acquired by Trustee under said Deed of Trust, in and to the portion of the property described as follows:

LOT ____ OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4A, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27, PAGE 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust this Partial Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties of said Deed of Trust.

Dated: _____

Trustee

By: _____
Authorized Signer

A.P.N.: **064-295-046-000**

Partial Reconveyance - continued

File No.: **DTR-6211344 (dm)**

Date: **September 16, 2020**

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 _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

CHUCK STOREY
COUNTY CLERK/RECORDER

Recording Requested by (name):

City of Imperial

When recorded mail to and mail tax statements to:

City of Imperial

City Clerk

420 South Imperial Avenue

Imperial, CA 92251

FA FIRST AMERICAN TITLE

Doc#: 2019026648

Titles: 2 Pages: 9
Fees NO FEE

* \$ R 0 0 0 0 3 7 5 1 4 0 \$ *

Recorder's Use Only

Short Form Deed of Trust and Assignment of Rents

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

- ☐ Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
- ☐ Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
- ☒ Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 27 day of December, 2019 at Imperial, CA
DAY MONTH YEAR CITY STATE

Debra Jackson
PRINT NAME

SIGNATURE

COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.Documentary Transfer Tax: \$ 0 If exempt, enter R&T code: 11922

- ☐ Computed on full value of the property conveyed.
- ☐ Computed on full value less liens & encumbrances remaining thereon at time of sale.
- ☐ Unincorporated Area City of _____

Signature of declarant or agent determining tax

MAIL TAX STATEMENTS AS DIRECTED ABOVE OR TO:

(IF DIFFERENT FROM ABOVE)

RECORDING REQUESTED BY:
CITY OF IMPERIAL

WHEN RECORDED MAIL TO:
City of Imperial
420 South Imperial Avenue
Imperial, California 92251

ORDER NO.
ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this, between Jupiter Ventures I, LP, herein called **TRUSTOR**, whose address is 32823 Temecula Parkway, Suite A, Temecula, CA 92592, **First American Title**, a California Corporation, herein called **TRUSTEE**, and City of Imperial, California, herein called **BENEFICIARY**.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Imperial County, California, described as follows:

For complete legal description, additional terms and conditions, see exhibit "A" attached hereto.

TOGETHER WITH the rents, issues and profits thereof, **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: Performance of obligations described in Subdivision Agreements for Monterrey Park Subdivision No.2 Units 4B. Payment of the sum of \$1,454,479.94 for the faithful performance, labor and materials and monumentation required by the aforesaid Subdivision Improvement Agreements.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded under date, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glen	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

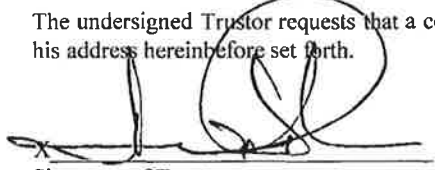
FOR SIGNATURE(S) SEE SHORT FORM DEED OF TRUST SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

SHORT FORM DEED OF TRUST SIGNATURE(S) PAGE

ORDER NO.
ESCROW NO.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.



Signature of Trustor

Jupiter Ventures I LP

DANIEL R. DOBRON
Print Name of Trustor

X _____
Signature of Trustor

Print Name of Trustor

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.

DATE: December 20, 2019

STATE OF CALIFORNIA

COUNTY OF Riverside

On December 20, 2019 before me, Leah D. Thomas, a Notary Public, personally appeared Daniel R. Dobron

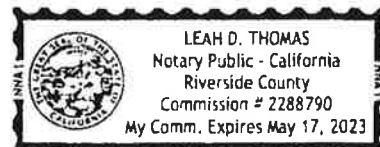
who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

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

WITNESS my hand and official seal.

Signature





(Seal)

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

H.Y.E.

Real property in the City of Imperial, County of Imperial, State of California, described as follows:
**A PORTION OF PARCEL A OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4 IN THE
CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE(S) 54 OF FINAL MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.
APN: 064-295-046-000**

SURVEYOR'S NOTES:

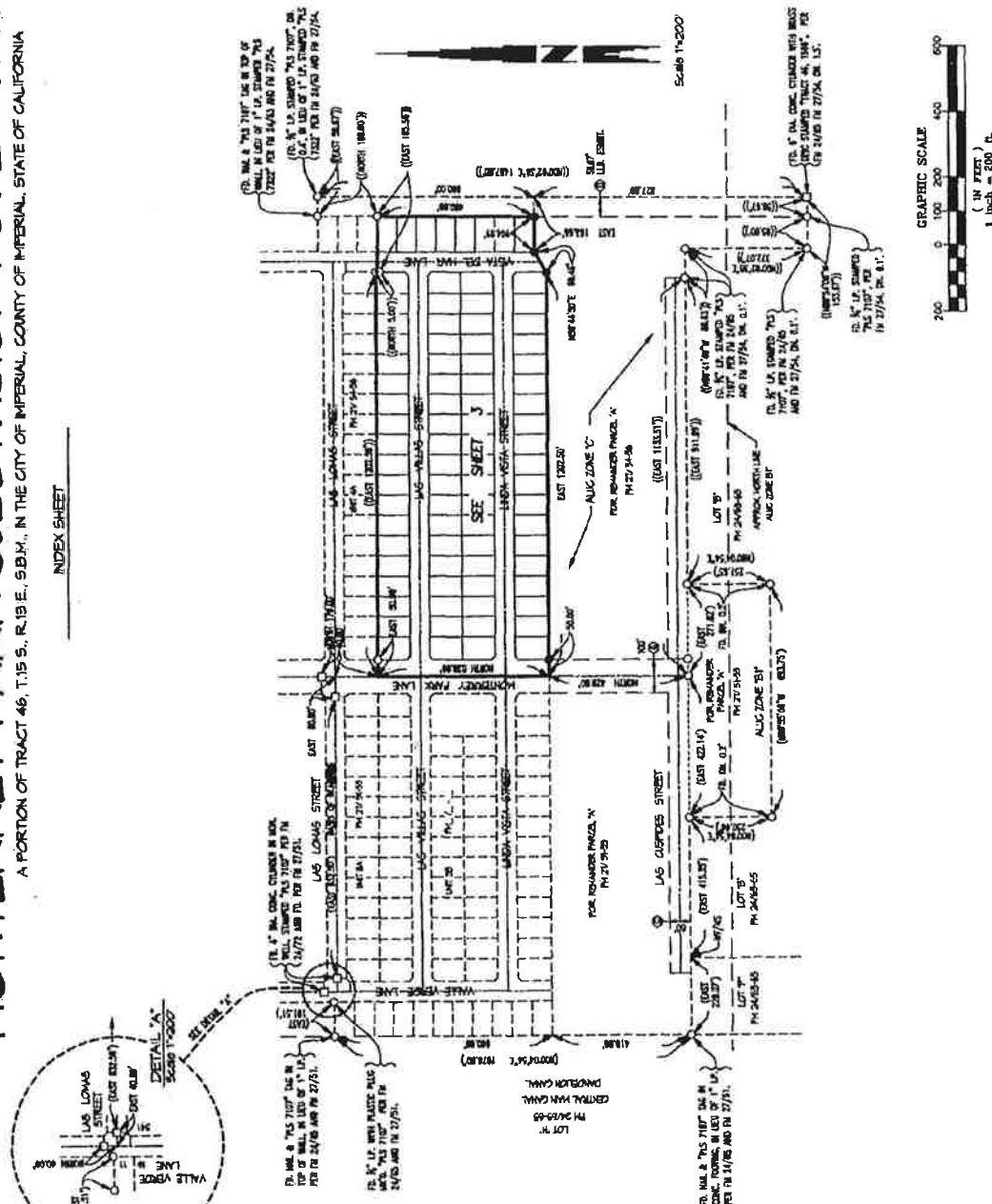
- [illegible]

LEGEND:

- [illegible]

BASIS OF BEARINGS

ONE PAGE OF RECORDS FOR THIS SURVEY IS BASED ON THE CONTINENCE OF LANS
SOMAS STREET ACCORDING TO FINAL MAP FOR MONTMERY PARK COMMONS NO.
UNITS 34 AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53. IN THE
STATE OF THE ARIZONA RECORDS, BOOK 27, PAGE 51.



MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4B

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

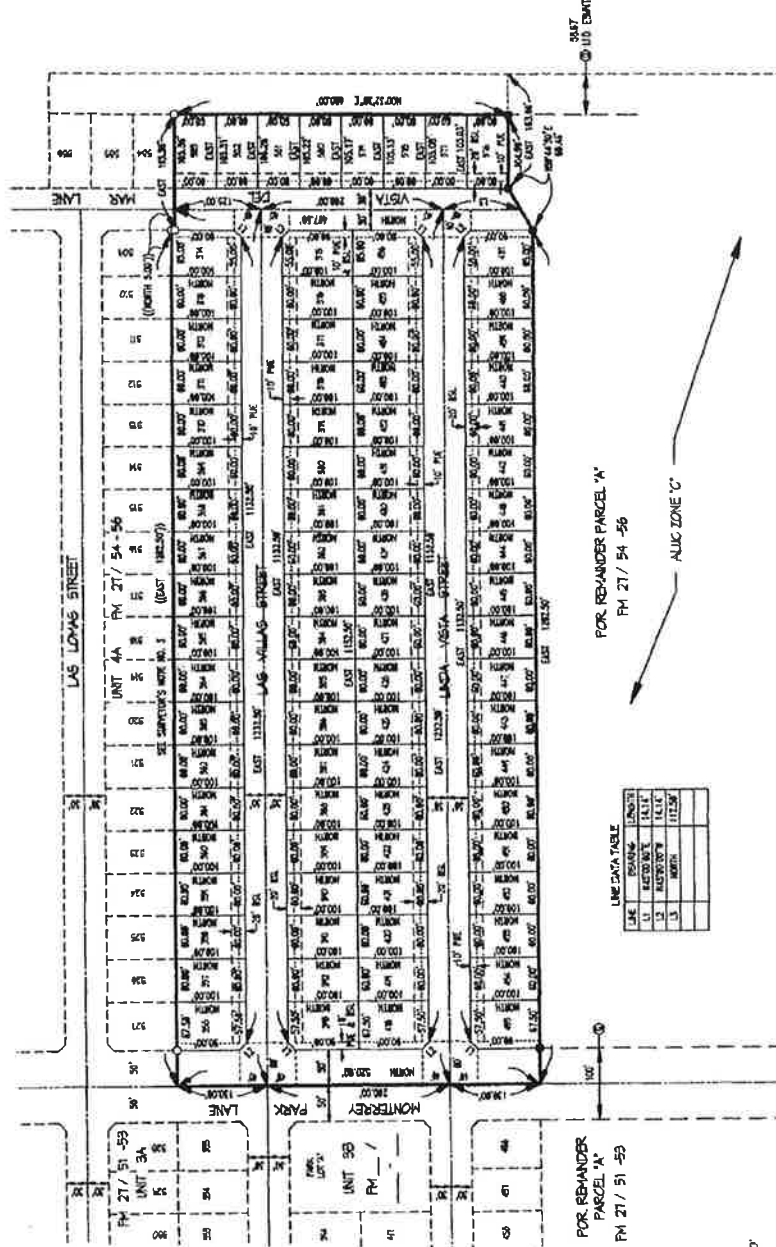
- SURVEYOR'S NOTES:**
1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE INDICATED BY IRON PIPES. THE PIPES WILL BE PLACED IN THE CENTER OF THE CORNER. THE PIPES WILL BE PLACED IN THE CENTER OF THE CORNER. THE PIPES WILL BE PLACED IN THE CENTER OF THE CORNER.
 2. SOME INFORMATION INDICATED ON THIS MAP MAY NOT CORRELATE TO THE ORIGINAL RECORDS. THE INFORMATION INDICATED ON THIS MAP MAY NOT CORRELATE TO THE ORIGINAL RECORDS.
 3. THE BEAR LOT CORNER MONUMENTS FOR LOTS 30 THROUGH 32, INCLUSIVE, OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4A, ARE ALL 3" DIA. IRON PIPES. THE BEAR LOT CORNER MONUMENTS FOR LOTS 30 THROUGH 32, INCLUSIVE, OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4A, ARE ALL 3" DIA. IRON PIPES.

LEGEND:

- INDICATES SET 1" IRON PIPE TAPPED TO 3/4" DIA. FLANK, UNLESS NOTED.
- INDICATES TO 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "P.S. 7107". FLANK, PER FM 27/54-56, UNLESS NOTED. SEE SURVEYOR'S MAP 1 ABOVE.
- INDICATES 1/4" DIA. CONC. CEMENTER STAMPED "P.S. 7107", IN AREA. WILL NOT PER FM 27/54-56, UNLESS NOTED.
- ① INDICATES LOCUMENT AS NOTED UNDER SIGNATURE DIMENSION STATION ON SHEET 1.
- () INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-52, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- () INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-52, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- (ALC) INDICATES AIRPORT LAND USE COMATILITY PLAN WITH 1000 FEET BUFFERING.
- PER INDICATES PUBLIC UTILITY LEGISLATION CORRELATED SECTION.
- DEL INDICATES BUILDING SETBACK LINE SHOWN HEREIN.
- THE TOTAL AREA WITHIN THE EXTENTIVE BOUNDARY LINE IS 11.29 ACRES.
- INDICATES SUBDIVISION BOUNDARY LINE.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THE SURVEY IS BASED ON THE EXTENTIVE OF LUCAS STREET, WHICH IS A 30' WIDE STREET. THE BASIS OF BEARINGS FOR THE SURVEY IS BASED ON THE EXTENTIVE OF LUCAS STREET, WHICH IS A 30' WIDE STREET.



LINE DATA TABLE

LINE	BEARING	LENGTH
1	S 82° 00' 00" E	11.11
2	S 82° 00' 00" E	11.11
3	S 82° 00' 00" E	11.11



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.
ESCROW NO.

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suite brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior of superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof of Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor. Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged and is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
DO NOT RECORD**

ORDER NO.
ESCROW NO.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid:

To, Trustee

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

By _____
By _____

MAIL RECONVEYANCE TO:

ALL SIGNATURES TO THIS DOCUMENT MUST BE NOTARIZED

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Agenda Item No. D-7

DATE SUBMITTED

9/30/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

10/7/2020

COUNCIL ACTION (x)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()

ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS 3

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: LABOR COMPLIANCE SERVICES (RFP P11-2020)

1. Award Labor Compliance services contract to "Labor Compliance Consulting of Southern California" for the 2020 Overlay Improvements at the Intersection of Aten Blvd & Clark Rd; SB1 LPP-5134(021) – BID 2020-09.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial has secured funds through LTA Measure D, for overlay improvements at the intersection of Aten Boulevard & Clark Road. LTA Measure D provides for a half-cent transportation sales tax. 92% of the funds collected go directly to the cities and county to pay for critical road repair projects, 5% is targeted for regional projects, 2% for transit projects and 1% for administration. These funds make the majority of road repairs possible for local cities and the county.

The city sent out RFP P11-2020 for labor compliance services and received the following (3) three proposals:

1. Alliant Consulting, Inc.: \$15,626.00
2. "The G Crew" (TGC): Based on Construction Cost (\$7,200 per their Fee Schedule)
3. Labor Compliance Consulting of Southern California, LLC: \$6,000

After carefully reviewing all three proposals, staff recommends awarding the project to "Labor Compliance Consulting of Southern California, LLC" whose proposal is deemed to be most advantageous to the city as the lowest proposal.

FISCAL IMPACT: \$6,000 LTA Measure D

ADMIN
SERVICES
SIGN INITIALS 13

STAFF RECOMMENDATION: Staff recommends City Council award labor compliance services to "Labor Compliance Consulting of Southern California, LLC".

DEPT. INITIALS AM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

LABOR COMPLIANCE SCORING SUMMARY TABLE

2020 Overlay Improvements Project at the Intersection of Aten Boulevard & Clark Road				
RFP: P11-2020				
Date: September 22, 2020				
Consultant	Score 1 Jesus Villegas	Score 2 Armando Aguilar	Score 3 Lisa Tylenda	Total
Alliant Consulting	87	87	76	250
Labor Compliance Consultants of So Cal	99	98	84	281
TGC "The G Crew"	89	78	56	223



RFP Opening Act

RFP No. P11-2020

2020 Overlay Improvements Project at the Intersection of Aten Boulevard & Clark Road

Proposals received by: Debra Jackson

Were opened at 10:02 Am on September 3, 2020

By: Debra Jackson

Witnessed by:

Signature

Isabel Garcia

Isabel Garcia

JESUS VILLEGAS

[Signature]

COMPANY

PROPOSAL AMOUNT

BID BOND

Alliant Consulting

\$15,626.00

Based on
Construction Cost

TGC "The G Crew"

Labor Compliance Consulting of
Southern California

\$6,000.00

PROPOALS WERE GIVEN TO Jesus Villegas FOR STUDY
AND RECOMMENDATION TO CITY COUNCIL.

[Signature]
DEBRA JACKSON, CITY CLECK

9.3.2020
DATE

Agenda Item**No.**D-8

DATE SUBMITTED

09/30/2020

COUNCIL ACTION

(X)

COMMUNITY
DEVELOPMENT
DIRECTOR

PUBLIC HEARING

()

SUBMITTED BY

REQUIRED

RESOLUTION

()

DATE ACTION REQUIRED

10/07/2020ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

26**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

EMERGENCY TO REMOVE OF A CLUSTER OF EUCALYPTUS TREES LOCATED ALONG THE NORTH SIDE OF NECKEL ROAD.

1. AUTHORIZING TO CONTINUE THE EMERGENCY ACTION PER ESOLUTION 2020-59 FOR THE REMOVAL OF A CLUSTER OF EUCALYPTUS TREES LOCATED ALONG THE NORTH SIDE OF NECKEL ROAD.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

A cluster of Eucalyptus trees located at the north side of Neckel Road and Rodeo Drive intersection are dead or dying and the continued deterioration in the condition of the trees is resulting in tree debris falling onto Neckel Road and if such deterioration is allowed to continue unabated, the amount, size and frequency of the debris falling on Neckel Road could increase. Said falling tree debris would potentially expose persons and property to injury and damage.

On September 16, 2020 City Council adopted Resolution 2020-59 authorizing the city manager to take such action as may be necessary in response to said emergency. Since then, Public Services Department has been working with "Utility Tree Service, Inc." removing the trees. The removal of said trees is still a work in progress.

FISCAL IMPACT:

Unknown at the time of agenda preparation.

ADMIN
SERVICES
SIGN INITIALSVH**STAFF RECOMMENDATION:**

Staff recommends authorizing to continue emergency action.

DEPT. INITIALS

OM**MANAGER'S RECOMMENDATION:**OKMCITY
MANAGER'S
INITIALSOKM**MOTION:**

SECONDED:

APPROVED ()

REJECTED ()

AYES:

DISAPPROVED ()

DEFERRED ()

NAYES:

ABSENT:

REFERRED TO:

DATE SUBMITTED 10/2/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 10/07/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: CONSENT: RECLASSIFICATION OF HUMAN RESOURCES MANAGER TO HUMAN RESOURCES SPECIALIST

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

After review of the duties, tasks and responsibilities assigned to the Human Resources Manager, it is the recommendation of the City Manager that the position be reclassified to Human Resource Specialist to better meet the needs of the City.

FISCAL IMPACT: Salary Savings of \$16,597.80

ADMIN SERV
INITIALS K8

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation to reclassify the position as proposed.

CITY
MANAGER'S
INITIALS OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

CITY OF IMPERIAL

JOB DESCRIPTION

HUMAN RESOURCES SPECIALIST

SALARY:

Hourly:	\$28.90 – \$39.67
Biweekly:	\$2,312 - \$3,173.60
Monthly:	\$5,009.33 – \$6,876.13
Annual:	\$60,112.00 - \$82,513.60

FLSA Exempt – MSPC Collective Bargaining Unit

DEFINITION:

Under general supervision, performs a wide variety of highly responsible, complex, technical and confidential administrative duties relating to personnel functions and programs in the areas of employment recruitment, workers compensation, benefits administration, classification and compensation, and employee relations; provides information and assistance to City employees and the general public regarding human resources activities, processes, policies, and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Answers inquiries and advises or assists internal and external customers by phone, in person, and in writing; educates employees and supervisors on personnel rules, policies, and procedures.
- Composes correspondence related to assigned human resources programs and activities, including employment verification requests, salary and benefit surveys, and other requests for information.
- Coordinates the full recruitment and selection process for new and promotional employment opportunities including: planning and developing recruitment strategies, preparing job announcements utilizing NeoGov, administering tests, candidate communication, and reference checks.
- Coordinates post-offer pre-employment physicals, drug screens or other pre-employment screenings; maintains personnel records ensuring timely and accurate records.
- Responds to questions related to benefits administration including retirement and deferred compensation plans.
- Completes the filing of first reports, coordination of doctor's appointments and return to work for workers compensation injuries.
- Researches, compiles and analyzes data for special personnel projects and reports.
- Assists in the coordination of City's employee benefit programs, including medical, dental, vision, life, long term disability, employee assistance program, section 125 plan, COBRA and CalPERS retirement.
- Provides guidance, direction and interpretation of human resources laws, rules and policies.
- Coordinates compliance with Federal and State laws related to benefits and return-to-work including Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Americans with Disabilities Act (ADA).
- Works directly with City departments to implement needed safety/health and risk prevention

training.

- Assists in labor relation activities as assigned.
- Exercises considerable discretion and independent judgment in performing extensive liaison and coordination responsibilities with City staff and representatives of public agencies, insurance companies and third-party administrators.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be graduation from an accredited four-year college or university with major course work in human resources management or a related field, and two years of responsible experience in human resources in a comparable position.

Experience in dealing with the public, working in a public agency setting and working in an organization that will have provided a knowledge of the departmental function to which assigned is desirable

Licenses and other Requirements

- N/A

Knowledge of:

- Laws and regulations relating to employee benefits including FMLA/CFRA, ADA and COBRA.
- Basic principles and practices of human resources in a public agency setting.
- Principles and practices related to recruitment, selection, classification and compensation.
- Employee relations, grievances and disciplinary actions.
- Federal, state, and local laws and ordinances governing employment practices and procedures.
- Computer applications related to the work such as word processing, database and spreadsheet applications.
- Occupational safety and health rules and regulations and worker's compensation claims administration.
- Techniques for effectively representing the City in contacts with government, business and professional organizations, bargaining groups, the public and employees.
- This position requires strong verbal and written communication skills and a positive, courteous approach to working with internal and external customers to resolve problems.

Ability to:

- Interpret, apply, and explain policies, procedures, and practices of human resources administration and risk management.
- Develop effective team relationships with employees at all levels, City officials, and employee organizations.
- Organize own work, set priorities, work independently on a day-to-day basis, meet critical deadlines and balance multiple objectives.
- Recognize and maintain the confidentiality of employee records and employment circumstances
- Review, balance and reconcile employee benefit records.

- Perform a wide variety of human resources assignments requiring the exercise of sound judgment, initiative, tact and confidentiality within established policy and procedural guidelines.
- Produce correspondence and reports with speed and accuracy sufficient to perform assigned work.
- Learn to use specialized software as implemented.
- Ability to think critically in order to formulate and implement specified activities.

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.
- Fast-paced environment with changing priorities.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information.
- Seeing to read a variety of materials and inspect work in progress.
- Reaching to obtain files.
- Lifting, carrying and balancing materials.
- Standing and sitting for extended periods.

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

**CITY OF IMPERIAL
MSPC SALARY SCHEDULE
FISCAL YEAR 2020 - 2021**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>
60	17.21	18.07	18.97	19.92	20.92	21.96	23.06	24.22
61	17.64	18.52	19.45	20.42	21.44	22.51	23.64	24.82
62	18.08	18.99	19.93	20.93	21.98	23.08	24.23	25.44
63	18.53	19.46	20.43	21.45	22.53	23.65	24.84	26.08
64	19.00	19.95	20.94	21.99	23.09	24.25	25.46	26.73
65	19.47	20.45	21.47	22.54	23.67	24.85	26.09	27.40
66	19.96	20.96	22.00	23.10	24.26	25.47	26.75	28.08
67	20.46	21.48	22.55	23.68	24.87	26.11	27.41	28.79
68	20.97	22.02	23.12	24.27	25.49	26.76	28.10	29.51
69	21.49	22.57	23.70	24.88	26.12	27.43	28.80	29.40
70	22.03	23.13	24.29	25.50	26.78	28.12	29.52	31.00
71	22.58	23.71	24.90	26.14	27.45	28.82	30.26	31.77
72	23.15	24.30	25.52	26.79	28.13	29.54	31.02	32.57
73	23.72	24.91	26.16	27.46	28.84	30.28	31.79	33.38
74	24.32	25.53	26.81	28.15	29.56	31.04	32.59	34.22
75	24.93	26.17	27.48	28.85	30.30	31.81	33.40	35.07
76	25.55	26.83	28.17	29.58	31.05	32.61	34.24	35.95
77	26.19	27.50	28.87	30.31	31.83	33.42	35.09	36.85
78	26.84	28.18	29.59	31.07	32.63	34.26	35.97	37.77
79	27.51	28.89	30.33	31.85	33.44	35.11	36.87	38.71
80	28.20	29.61	31.09	32.65	34.28	35.99	37.79	39.68
81	28.91	30.35	31.87	33.46	35.13	36.89	38.74	40.67
82	29.63	31.11	32.67	34.30	36.01	37.81	39.70	41.69
83	30.37	31.89	33.48	35.16	36.91	38.76	40.70	42.73
84	31.13	32.68	34.32	36.03	37.84	39.73	41.71	43.80
85	31.91	33.50	35.18	36.94	38.78	40.72	42.76	44.90
86	32.70	34.34	36.06	37.86	39.75	41.74	43.83	46.02
87	33.52	35.20	36.96	38.81	40.75	42.78	44.92	47.17
88	34.36	36.08	37.88	39.78	41.76	43.85	46.05	48.35
89	35.22	36.98	38.83	40.77	42.81	44.95	47.20	49.56
90	36.10	37.90	39.80	41.79	43.88	46.07	48.38	50.80
91	37.00	38.85	40.79	42.83	44.98	47.22	49.59	52.06
92	37.93	39.82	41.81	43.90	46.10	48.41	50.83	53.37
93	38.87	40.82	42.86	45.00	47.25	49.62	52.10	54.70
94	39.85	41.84	43.93	46.13	48.43	50.86	53.40	56.07
95	40.84	42.89	45.03	47.28	49.64	52.13	54.73	57.47
96	41.86	43.96	46.15	48.46	50.89	53.43	56.10	58.91
97	42.91	45.06	47.31	49.67	52.16	54.77	57.50	60.38
98	43.98	46.18	48.49	50.92	53.46	56.14	58.94	61.89
99	45.08	47.34	49.70	52.19	54.80	57.54	60.42	63.44
100	46.21	48.52	50.95	53.49	56.17	58.98	61.93	65.02
101	47.37	49.73	52.22	54.83	57.57	60.45	63.47	66.65
102	48.55	50.98	53.53	56.20	59.01	61.96	65.06	68.31

POSITION

RANGE

Information Technology Support Technician	60
Accounting Technician	69
Engineer Technician / Inspector	74
Recreation Coordinator	75
Library Supervisor	77
Administrative Analyst	78
Human Resources Specialist	80
Building Inspector	80
Management Analyst	80
Library Administrator	81
Public Services Foreman	85
Wastewater Plant Chief Operator	85
Water Plant Chief Operator	85
Electrician Supervisor	90
Park Superintendent	92
Planner	92
Finance Manager	98
Human Resources Manager	98
Police Captain	98
Project Manager	98
Public Services Manager	98
Assistant City Manager	101
Community Services Director	101
Administrative Services Director	102
Community Development Director	102
Information Technology Director	102
Public Services Director	102

NO COLA

Council Action on July 7, 2020

Change addition of Ranges 60-68

Council Action on August 5, 2020

**Agenda Item
No.**

E-1

DATE SUBMITTED

09/30/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

10/7/2020

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: EXTENSION OF URGENCY ORDINANCE 809 AUTHORIZING RESTAURANTS OUTDOOR DINING

1. EXTENSION OF PREVIOUSLY ADOPTED ORDINANCE No. 809 ON AN URGENCY AUTHORIZING THE USE OR ADDITIONAL SPACE FOR OUTDOOR DINING

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

On August 21, 2020 the City of Imperial Approved the 45 day Urgency Ordinance. The Ordinance is proposed to be extended until June 1, 2021.

Under the urgency ordinance, established restaurants would be permitted to temporarily establish outdoor eating areas by zoning clearance procedure in those zoning designations that already permit establishment of restaurants by zoning clearance. There would be increased flexibility to implement outdoor dining in "cordoned off" parking and sidewalk areas, as described under the Ordinance. Enacting these provisions would provide restaurant operators with additional flexibility to temporarily increase utilization of outdoor areas, such as sidewalks that are wide enough and parking areas to accommodate additional seating area without interfering with ADA accessibility and parking requirements. This added flexibility could assist restaurants to partially offset decreased business capacity from lost indoor dining space resulting from implementation of social distancing requirements administered by the Department of Public Health. The impacts of this action will be fiscally positive to the City, its businesses and residents, and will assist in the economic recovery from the COVID-19 crisis.

Government Code 65858 requires four-fifths (4/5) vote of the legislative body for adoption and the Urgency Ordinance shall be of no further force and effect through June 1, 2021 from its date of adoption.

FISCAL IMPACT:

ADMIN
SERVICES
SIGN INITIALS

JS

STAFF RECOMMENDATION:

Staff recommends approval of time extension for Ordinance No. 809 authorizing the use or additional space or outdoor dining

DEPT. INITIALS

DM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

ORDINANCE NO. _____

**URGENCY ORDINANCE TO AUTHORIZE THE USE OF NEW OR ADDITIONAL
SPACE FOR OUTDOOR DINING**

The City Council of the City of Imperial does ordain as follows:

SECTION 1: Chapter 24 of the Imperial Municipal Code is hereby amended to allow the use of new or additional space for outdoor dining under this Ordinance.

Findings. Current City Ordinance provide for outdoor dining in limited circumstances and only in specific land use zones. Such ordinances are inconsistent and may be in conflict with contemplated changes to the City's land use scheme. In order to protect and enhance the public health, safety and welfare, this urgency ordinance is necessary in that it provides for outdoor dining services.

SECTION 2: Outdoor Dining Services. The following provisions apply to new or additional areas sought to be utilized for outdoor dining services:

A. Definitions.

1. Outdoor Dining Services. "Outdoor dining services" means services covered by a temporary outdoor dining approval and/or a temporary sidewalk dining permit.
 2. Restaurant. "Restaurant" means a place where you can eat a meal and is served to you at your table by a waiter or waitress.
 3. Sidewalk Dining. "Sidewalk dining" means a portion of an immobile retail food establishment located on a designated public right-of-way immediately adjacent to the retail food establishment.
 4. Sidewalk Dining Elements. "Sidewalk dining elements" means any and all tables, chairs, tents, umbrellas, planters, heaters, and other objects associated with sidewalk dining.
 5. Temporary Outdoor Dining Approval. Temporary outdoor dining approval authorizes a restaurant to temporarily utilize new or expanded outdoor dining areas on private property.
 6. Temporary Sidewalk Dining Permit. A temporary sidewalk dining permit is a permit temporarily authorizing a restaurant to engage in sidewalk dining within a designated area on a public right-of-way.
- B. Temporary Suspension of Regulations Governing Outdoor Dining Areas and Sidewalk Dining.** The following regulations temporarily shall supersede and replace any conflicting provisions of the City's zoning ordinances or regulations governing outdoor

dining services. All applicants for temporary outdoor dining approval shall follow the procedures set forth in Section 2.C and the comply with the standards set forth in Section 2.D. All applicants for a temporary sidewalk dining permit shall follow the procedures set forth in Section 2.E, comply with the design and layout standards set forth in Section 2.F, and comply with the operational standards set forth in Section 2.G.

- C. Temporary Outdoor Dining Approval. Any restaurant desiring to offer outdoor dining services on private property shall first apply to the Community Development Department and provide all information deemed necessary by the City's Community Development Director. The Community Development Director is hereby authorized and directed to generate standard application forms and adopt internal procedures for such purpose.
- D. Standards for Temporary Outdoor Dining Areas. Restaurants desiring temporary outdoor dining approval on private property shall comply with the following standards:
 - 1. The restaurant shall be properly licensed by appropriate state and local agencies to perform any activities, sales, and services.
 - 2. The restaurant shall comply with all applicable laws relating to litter, noise, and other livability matters. In addition to the foregoing, no amplified music shall be permitted in outdoor dining areas. The Community Development Director may impose additional conditions or limitations relating to noise on the restaurant when the Zoning Administrator finds that such additional conditions or limitations are necessary or appropriate based on the location of the new or additional outdoor dining area and the proximity of such area to residential areas, including without limitation existing residences, existing residential neighborhoods, and residentially-zoned properties.
 - 3. Unless authorized as part of a sidewalk dining permit, outdoor dining areas shall not encroach within any public rights-of-way.
 - 4. Outdoor dining areas shall not encroach into or interfere with required handicapped parking spaces.
 - 5. Outdoor dining areas shall not interfere with safe pedestrian and vehicular access or access required to be maintained under the Americans with Disabilities Act.
 - 6. Outdoor dining areas shall not encroach within or interfere with fire and other emergency access.
 - 7. Any sales and/or consumption of food and/or alcoholic beverages shall be in compliance with the provisions of any federal, state, and/or local laws and regulations governing same.
 - 8. Outdoor dining areas shall comply with all applicable occupancy requirements or other provisions of the fire code.

9. The Community Development Director may impose other conditions or limitations on a restaurant to protect against adverse impacts from noise, traffic, parking, fire, people with disabilities, and travel.
- E. Temporary Sidewalk Dining Permit. The following procedures shall apply to temporary sidewalk dining permits:
1. Application. Any restaurant desiring a temporary sidewalk dining permit shall first apply to the Community Development Department and provide all information deemed necessary by the Community Development Director. The Community Development Director is hereby authorized and directed to generate standard application forms and adopt internal procedures for such purpose. Without limiting the foregoing, the Community Development Director may require a layout sketch or site plan and a minimum of two (2) photographs showing all sidewalk dining elements, utilities, sidewalks, and appropriate measurements with the application.
 2. Effect. The following terms and conditions shall apply to any temporary sidewalk dining permit issued by the City under this Ordinance:
 - a. The permit is for a permissive use only and the issuing of the permit shall not operate to create or vest any property rights in the permittee.
 - b. The City shall have free and complete access to the public right-of-way (the "ROW") in which sidewalk dining has been permitted for maintenance and repair of the ROW, and the permittee shall hold harmless the City for any damage that may be done by the City during maintenance and repair of the ROW.
 - c. The permittee shall maintain the sidewalk easement area in a good and safe condition as long as the temporary sidewalk dining permit remains in effect. Permittee understands and acknowledges that, should the permittee, its agents, employees, vendors, or patrons, damage and/or disturb the ROW and/or the sidewalk dining area, the permittee shall be solely responsible for repairing the destroyed/disturbed ROW and the sidewalk dining area to the City's satisfaction.
 - d. Permittee shall maintain a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount \$1,000,000 naming the City as an additional insured. The permittee agrees to provide proof of such policy to the City upon request.
 - e. If alcoholic beverages will be served within the sidewalk dining area, the permittee shall maintain liquor liability insurance for the area under the same terms and conditions as those applying to general liability insurance.
 - f. Permittee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from permittee's or the permittee's agents', employees', vendors', and/or patrons' use of the ROW or the sidewalk dining area or

from any activity, work, or act done, permitted, or suffered by permittee in or about the sidewalk dining area, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of permittee under this Ordinance or the sidewalk dining permit, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

- g. Permittee shall not assign the sidewalk dining permit without the prior approval of the City.
 - h. Any unlawful encroachments existing in the ROW shall be subject to removal and the permittee shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public ROW shall be removed upon twenty-four (24) hours' notice given by the department of public service when such removal is necessary to repair or improve the ROW. If it is necessary to remove any encroachments, including but not limited to sidewalk dining elements, the permittee shall be responsible for labor and costs associated with removal and reinstallation.
 - i. In the event that the City police, fire, public service or traffic and transportation departments determine that the location of an encroachment, including but not limited to sidewalk dining elements, constitutes an immediate physical danger to life, safety or health, the encroachment may be removed immediately without prior notice. If the City removes an encroachment, a notice of removal shall be sent to the permittee as soon as practicable under the circumstances. Any abandoned encroachment shall be subject to removal. For purposes hereof, 'abandoned' shall mean the vacating of the premises by the permittee for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public ROW to the condition that existed prior to the use of the sidewalk dining area shall be the responsibility of the permittee.
- 3. Inspection. The Community Development Director may perform or caused to be performed a site inspection of the area to be utilized for sidewalk dining to verify compliance with the requirements set forth herein prior to issuing a temporary sidewalk dining permit. The City of Imperial's Fire Department, Fire Marshal, Police Department, Building and Safety Division, and Code Enforcement Officers, shall be authorized to inspect and determine whether applicants and permittees comply with and continue to comply with the rules and regulations governing sidewalk dining set forth herein, as may be amended.
 - 4. Decision. The Community Development Director is hereby authorized, after any necessary consultation with other City departments, to issue temporary sidewalk dining permits upon finding that the application meets all standards set forth in Section 2.F.
 - 5. Posting. The temporary sidewalk dining permit shall be posted on the premises so as to be visible from the public right-of-way during all times that sidewalk dining is being conducted within the public right-of-way.

- F. Design and Layout. The following standards shall govern the design and layout for sidewalk dining:
1. The width of the sidewalk dining area shall not exceed the width of the frontage of the restaurant's property.
 2. Permittees shall maintain a clear pedestrian path of at least six feet (6') at all times; provided, however, in areas of higher pedestrian traffic or activity, or in conditions that suggest the need for additional clearance, the Community Development Director may require a clear pedestrian path greater than six feet (6'). Any such clearance area must be free of all obstructions such as trees, parking meters, utility poles, fire hydrants, and similar encroachments in order to allow for adequate pedestrian movement. All services and patron activity provided within the designated public right-of-way shall occur within the designated area and shall not encroach within the minimum clearances for pedestrian passage at any time.
 3. Sidewalk dining and sidewalk dining elements shall not interfere with any utilities or other facilities such as utility poles, fire hydrants, signs, parking meters, mailboxes, and/or benches within the sidewalk or within the public right-of-way.
 4. Sidewalk dining and sidewalk dining elements shall not interfere with or obstruct any required clearance for maneuvering around entrances or exits.
 5. Sidewalk dining and sidewalk dining elements shall not interfere with or obstruct any areas required for accessibility for disabled persons, whether patrons or employees.
 6. Sidewalk dining and sidewalk dining elements shall not interfere with or obstruct required ingress and/or egress for adjacent buildings set forth in the building code or otherwise.
 7. Sidewalk dining and sidewalk dining elements may not violate vision clearance requirements.
 8. Vision clearance will also be required when sidewalk dining or sidewalk dining elements are located adjacent to an alley or driveway; provided, however, the Community Development Director is authorized to modify such requirements when unusual circumstances exist or when public safety may be jeopardized.
 9. Signs advertising the sale of food, beverages, goods, or services without sidewalk dining areas shall be prohibited. This prohibition includes but is not limited to sandwich boards, banners, pamphlets, podiums, or any other advertisements. Nothing herein shall prohibit the posting of any signage required by the City.

10. No amplified music, whether live or recorded, shall be permitted within sidewalk dining areas. No speakers, microphones, televisions or other audio or video devices shall be permitted within sidewalk dining areas.

11. No vending machines, carts, or objects for the sale of goods shall be permitted within sidewalk dining areas.

G. Standards for Sidewalk Dining. Restaurants obtaining a temporary sidewalk dining permit shall comply with the following operational standards:

1. The standards for temporary outdoor dining approval in Section 2.D.

2. Sidewalk dining is prohibited between 1:00 a.m. and 7:00 a.m., unless the permitted hours are more restrictive under the existing zoning applicable to the property, use, or activity, in which case the more restrictive hours shall control.

3. Any and all tables, chairs, umbrellas, planters, heaters, and other objects associated with the sidewalk dining (the "Sidewalk Dining Elements") shall be removed from the public right-of-way except during the restaurant's daily operations. The storage of sidewalk dining elements within the public right-of-way at any time is prohibited. The leaving of sidewalk dining elements in public rights-of-way at any time before or during daily operations is also prohibited.

4. If alcoholic beverages are served within the designated public right-of-way, the permittee must have a valid license under all applicable laws for such sales. Alcoholic beverages supplied by the customer or by any other person other than the permittee shall not be allowed within the designated public right-of-way. No alcoholic beverages may be stored or mixed within the designated public right-of-way.

5. The permittee must require patrons dining within the designated public-right-of-way to wear shoes and shirts at all times.

6. All employees must comply with applicable requirements and standards for a retail food establishment.

7. The permittee must comply with all federal, state, and local laws, rules, and regulations applicable to the operation of sidewalk dining within the City.

H. Administrative Suspension/Modification. Any temporary outdoor dining approval and/or sidewalk dining permit is subject to suspension, modification, or amendment at any time with or without notice based on a determination that additional conditions or limitations shall be required to protect against adverse impacts associated with new or expanded area. City Council may suspend, modify, or amend the provisions governing outdoor dining services at any time by emergency ordinance, in which case all restaurants shall comply with any such modifications or amendments, whether or not they previously received an approval or permit hereunder. All approvals and permits governed by this

Ordinance shall automatically expire 45 days from the date of adoption of this Ordinance, unless such approval or permit is otherwise suspended, modified, amended, or extended in accordance with this Ordinance or subsequent ordinance adopted by the City Council.

- I. Appeal. Any decision of the Community Development Director under this Ordinance may be appealed to the Board of Appeals, in accordance with the standards governing appeals from administrative officers under state law and the City's Zoning Ordinance.

SECTION 3: Restaurant owners/operator are responsible for ensuring that the procedures and standards set forth in this Ordinance are followed or otherwise cease services. The City may deny or revoke any license granted to conduct any such business when, in the judgment of the City, the business is not complying with this Ordinance.

SECTION 4: Fee Waivers for Sidewalk and Encroachment permits, and Parking Space Closures.

- A. The permit fees set forth in the Municipal Fee Schedule are temporarily waived for applications for sidewalk and encroachment permits, as modified by this Ordinance, to place structures and equipment in the public right-of-way for purposes of outdoor dining and outdoor retail sales and displays of wares
- B. The parking space closure fee in the Municipal Fee Schedule collected by the Community Development Department is temporarily waived for the use of a parking space(s) on-street or in a parking lot for purposes of outdoor dining and outdoor retail sales and display of wares as authorized through an encroachment permit, license, or agreement with the City.

SECTION 5: The City of Imperial Fire Department, Police Department, Building and Safety Division, and Code Enforcement Officer, are hereby authorized to inspect and determine whether businesses are in compliance with this Ordinance. Any person who shall refuse to allow such inspection or who shall obstruct any officer whose duty it is to make such inspection shall be subject to the revocation of a license.

SECTION 6: Environmental Clearance. This action is exempt from the California Environmental Quality Act since it would result in minor alterations to existing facilities and does not have the potential for causing a significant effect on the environment in accordance with CEQA Guidelines section 15061(b)(3) (common sense exemption), 15301 (existing facilities) and 15303 (new construction or conversion of small structures).

SECTION 7: Effective Date. This ordinance is adopted on an urgency basis and shall be effective immediately upon adoption. Prior to the expiration of fifteen (15) days from the passage thereof, this ordinance shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the City Council of the City of Imperial at a _____ meeting thereof, held on the _____ day of _____, 2020, by the following vote, to wit:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Debra Jackson, City Clerk

The foregoing Ordinance is hereby approved this _____ day of _____, 2020.

Darrell Pechtl, Mayor

ATTEST:

Debra Jackson, City Clerk

Agenda Item**No.**F-1

DATE SUBMITTED

09/30/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

10/7/2020

COUNCIL ACTION

(X)

PUBLIC HEARING

()

REQUIRED

RESOLUTION

()

ORDINANCE 1ST READINGNOORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**SUBJECT: DISCUSSION/ACTION: URGENCY ORDINANCE TO AUTHORIZING BUSINESSES
OUTDOOR SERVICES

1. ADOPTION OF ORDINANCE NO. 810 ON THE URGENCY AUTHORIZING THE USE OF OUTDOOR SPACE AND PARKING FOR BUSINESS SERVICES

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

Under the urgency ordinance, certain established commercial businesses would be permitted to temporarily establish outdoors with limited and modified services, as outlined in State of California's COVID19 business operations list. There would be increased flexibility to implement outdoor commercial and retail services "cordoned off" parking areas, as described under the Ordinance. Enacting these provisions would provide certain identified businesses, the additional flexibility to temporarily increase utilization of outdoor areas, such as parking areas to accommodate customers with modified services without interfering with ADA accessibility and parking requirements. This added flexibility could assist commercial and retail businesses to partially offset decreased business capacity from lost indoor space resulting from implementation of social distancing requirements administered by the Department of Public Health. The impacts of this action will be fiscally positive to the City, its businesses and residents, and will assist in the economic recovery from the COVID-19 crisis.

Government Code 65858 requires four-fifths (4/5) vote of the legislative body for adoption and the Urgency Ordinance shall be of no further force and effect 45 days from its date of adoption.

Businesses Identified to operate outdoors with limited and modified services is as follows:

Restaurants, Gyms and Fitness Centers, Hair salons and barbershops, Auto Repair Shops, Body waxing studios, clothing and shoe stores, dance studios, day camps, dry cleaners, family entertainment centers, home and furnishing stores, message therapy studios, pet groomers, places of worship.

FISCAL IMPACT:ADMIN
SERVICES
SIGN INITIALSVP**STAFF RECOMMENDATION:**

Staff recommends Adoption of Ordinance No. 810 on an urgency authorizing the use or additional space for identified outdoor commercial retail services

DEPT. INITIALS

DM**MANAGER'S RECOMMENDATION:**approveCITY
MANAGER'S
INITIALSDM**MOTION:**

SECONDED:

APPROVED ()

REJECTED ()

AYES:

DISAPPROVED ()

DEFERRED ()

NAYES:

ABSENT:

REFERRED TO:

ORDINANCE NO. 810

**URGENCY ORDINANCE TO AUTHORIZE THE USE OF NEW OR ADDITIONAL
SPACE FOR OUTDOOR BUSINESS SERVICES**

The City Council of the City of Imperial does ordain as follows:

SECTION 1: Chapter 24 of the Imperial Municipal Code is hereby amended to allow the use of new or additional space for outdoor business services under this Ordinance.

Findings. Current City Ordinance provide for outdoor business services in limited circumstances and only in specific land use zones. Such ordinances are inconsistent and may be in conflict with contemplated changes to the City's land use scheme. In order to protect and enhance the public health, safety and welfare, this urgency ordinance is necessary in that it provides for outdoor business services.

SECTION 2: Outdoor Business Services. The following provisions apply to new or additional areas sought to be utilized for outdoor business services:

A. Definitions.

1. Outdoor Business Service Area. "Outdoor Business Service Area" means services covered by a temporary Outdoor Business Service permit approval with limited and modified services as outlined by the State of California's COVID19 standards and guidelines of permitted business operations.
2. Temporary Outdoor Business Service Approval. Temporary outdoor business service approval authorizes a business to temporarily utilize new or expanded outdoor areas on private property.
3. Temporary Outdoor Business Service Area Permit. A temporary Outdoor Business permit is a permit temporarily authorizing a business to engage in commercial business services, within a designated area on a public right-of-way.

B. Temporary Suspension of Regulations Governing Outdoor Business Service Areas. The following regulations temporarily shall supersede and replace any conflicting provisions of the City's zoning ordinances or regulations governing outdoor Business services. All applicants for temporary outdoor commercial retail service approval shall follow the procedures set forth in Section 2.C and the comply with the standards set forth in Section 2.D.

C. Temporary Outdoor Business Service Approval. Any commercial business desiring to offer outdoor services on private property shall first apply to the Community Development Department and provide all information deemed necessary by the City's Community Development Director. The Community Development Director is hereby

authorized and directed to generate standard application forms and adopt internal procedures for such purpose.

- D. Standards for Temporary Outdoor Business service areas, businesses desiring temporary outdoor commercial retail service approval on private property shall comply with the following standards:
1. The business shall be properly licensed by appropriate state and local agencies to perform any activities, sales, and services.
 2. The business shall comply with all applicable laws relating to litter, noise, and other livability matters. In addition to the foregoing, no amplified music shall be permitted in outdoor commercial retail service areas. The Community Development Director may impose additional conditions or limitations relating to noise on the restaurant when the Director finds that such additional conditions or limitations are necessary or appropriate based on the location of the new or additional outdoor commercial retail service area and the proximity of such area to residential areas, including without limitation existing residences, existing residential neighborhoods, and residentially-zoned properties.
 3. Outdoor Business Service areas shall not encroach within any public rights-of-way.
 4. Outdoor Business Service areas shall not encroach into or interfere with required handicapped parking spaces.
 5. Outdoor Business Service areas shall not interfere with safe pedestrian and vehicular access or access required to be maintained under the Americans with Disabilities Act.
 6. Outdoor Business Service areas shall not encroach within or interfere with fire and other emergency access.
 7. Any sales and/or consumption of food and/or alcoholic beverages shall be in compliance with the provisions of any federal, state, and/or local laws and regulations governing same.
 8. Outdoor Business Service areas shall comply with all applicable occupancy requirements or other provisions of the fire code.
 9. The Community Development Director may impose other conditions or limitations on a restaurant to protect against adverse impacts from noise, traffic, parking, fire, people with disabilities, and travel.

SECTION 3: Business owners/operators are responsible for ensuring that the procedures and standards set forth in this Ordinance are followed or otherwise cease services. The City may deny or revoke any license granted to conduct any such business when, in the judgment of the City, the business is not complying with this Ordinance.

SECTION 4: Fee Waivers for outdoor business services permits, and Parking Space Closures.

- A. The parking space closure fee in the Municipal Fee Schedule collected by the Community Development Department is temporarily waived for the use of a parking lot for purposes of outdoor business services and display of wares as authorized through a permit, license, or agreement with the City.

SECTION 5: The City of Imperial Fire Department, Police Department, Building and Safety Division, and Code Enforcement Officer, are hereby authorized to inspect and determine whether businesses are in compliance with this Ordinance. Any person who shall refuse to allow such inspection or who shall obstruct any officer whose duty it is to make such inspection shall be subject to the revocation of a license.

SECTION 6: Environmental Clearance. This action is exempt from the California Environmental Quality Act since it would result in minor alterations to existing facilities and does not have the potential for causing a significant effect on the environment in accordance with CEQA Guidelines section 15061(b)(3) (common sense exemption), 15301 (existing facilities) and 15303 (new construction or conversion of small structures).

SECTION 7: Effective Date. This ordinance is adopted on an urgency basis and shall be effective immediately upon adoption. Prior to the expiration of fifteen (15) days from the passage thereof, this ordinance shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the City Council of the City of Imperial at a _____ meeting thereof, held on the _____ day of _____, 2020, by the following vote, to wit:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Debra Jackson, City Clerk

The foregoing Ordinance is hereby approved this _____ day of _____, 2020.

Darrell Pechtl, Mayor

ATTEST:

Debra Jackson, City Clerk

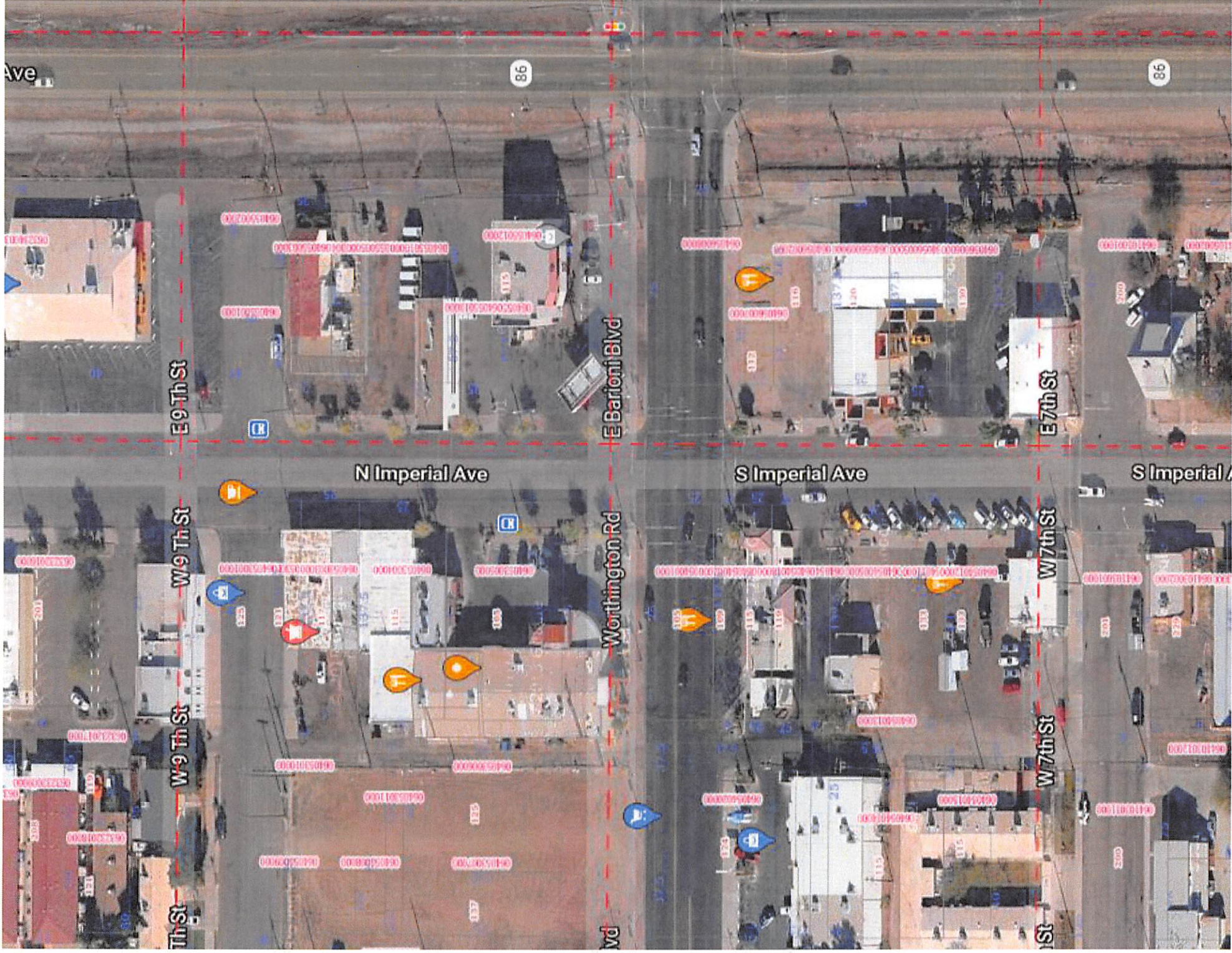
DATE SUBMITTED 09.30.2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 10/07/2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: STREET CLOSURES 1. AUTHORIZATION TO CLOSE IMPERIAL AVENUE AND BARIONI BLVD ON FRIDAY NIGHTS BETWEEN THE HOURS OF 5PM TO 10PM TO FACILITATE OPEN AIR DINING FOR RESTAURANTS				
DEPARTMENT INVOLVED: City Manager's Office				
BACKGROUND/SUMMARY: In an effort to support restaurants heavily impacted by COVID-19, the City is recommending the closure of certain streets on Friday nights from 5PM to 10PM to facilitate open air dining. This will be available in the City's downtown on the streets of Imperial Avenue and Barioni Blvd between 6 th , 9 th , and H Street. Attached for your review and consideration you'll find the proposed street closure map. Those restaurants with sufficient parking attached to their facilities are encouraged to provide outdoor dining on a regular basis.				
FISCAL IMPACT: TBD – activity is reimbursable	ADMIN SERV INITIALS <u>VP</u>			
STAFF RECOMMENDATION: Approve street closures as presented to assist business community	DEPT. INITIALS <u>air</u>			
MANAGER'S RECOMMENDATION: agrees with staff's recommendation	CITY MANAGER'S INITIALS <u>0827</u>			
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 ()		

Street Closures - Open Air Dining



DATE SUBMITTED 9/12/2019
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 9/18/2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MARCH AND ASH MEDICAL CANNABIS PERMIT REVIEW

1. RE-AWARD OF MEDICINAL AND ADULT-USE CANNABIS PERMIT TO MARCH AND ASH

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE/COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

As per City of Imperial Ordinance 795 regarding the sale and distribution of medical cannabis within Imperial City limits, the City Council will review the permittee's conditions of approval on an annual basis. Upon review and consideration of the conditions of approval, it is at the discretion of the City Council to re-award or revoke said permit.

March and Ash were awarded the sole medical cannabis permit on September 19, 2018 after completing a competitive application process. They have met all conditions of approval set forth by the City. Please see the attached documentation for more information.

FISCAL IMPACT:

Community Benefits Monies Received 2019- \$119,000.00
 Public Safety \$75,000.00
 Community Services \$44,000.00

FINANCE
INITIALS

h

STAFF RECOMMENDATION: It is staff's recommendation to re-award the sole medical cannabis permit to March and Ash.

DEPT. INITIALS

ab

MANAGER'S RECOMMENDATION: Agrees with staff recommendation

CITY
MANAGER'S
INITIALS

JTM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

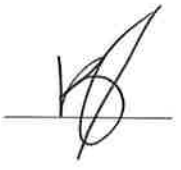
REJECTED ()
 DEFERRED ()

REFERRED TO:

DATE SUBMITTED 09/30/20
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 10/07/20

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 42

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: PARKS AND LANDSCAPE MAINTENANCE CONTRACT I. APPROVAL TO SEEK PROPOSALS FOR PARKS AND LANDSCAPE MAINTENANCE SERVICES	
DEPARTMENT INVOLVED: PARKS	
BACKGROUND/SUMMARY: On December 4, 2019, City Council granted the second and final extension allowable under the existing contract with Executive Landscape, Inc. The current one year extension will end January 31, 2021. This contract currently covers maintenance for 7 parks and landscaped areas at the cost of 273,600.00 annually funded by Community Facilities District and Landscape District funds. Staff is seeking authorization from council to engage in a competitive proposal process for these services listed above. Please see attached contract	
FISCAL IMPACT: N/A	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve staff to seek proposals for professional services.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

Park and Landscape Maintenance Contract Scope of Work

1. Sky Ranch \$7050 month / \$84,600 annual
Funding Source: Lighting & Landscape District
 - (a) Sky Ranch Park (West Boley Field Drive)
 - (b) Woof Town Dog Park
 - (c) Aviation Park
 - (d) Aten Road Greenbelt
 - (e) Sky Ranch West Retention Basin
 - (f) Sky Ranch East Retention Basin
 - (g) Sandalwood Avenue Greenbelt from Aten Rd. to Boley Field Dr. (east side only)
 - (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
 - (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)
2. Springfield \$2925 month / \$35,100 annual
Funding Source: Community Facilities District
 - (a) 6 Pocket parks and common area
3. Victoria Ranch \$3375 month / \$40,500 annual
Funding Source: Community Facilities District
 - (a) Victoria Ranch Park (including pedestrian access area)
 - (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
 - (c) Aten Road Greenbelt from Cross Rd. to Legakes Ave.
 - (d) Bernard Greenbelt from Cross Rd. to Cedro
 - (e) De Pauli Greenbelt from Cross Rd. to Cedro
 - (f) Cambria Park
4. Paseo Del Sol \$3550 month / \$42,600 annual
Funding Source: Community Facilities District
 - (a) Paseo Del Sol park and retention basin
 - (b) Aten Road Greenbelt from Clark Rd. ("P" Street) to east of Puerto Vallarta Ave.
 - (c) Clark Road ("P" Street) Greenbelt from Aten Rd. to Rosarito Dr.
5. Savanna Ranch \$3600 month / \$43,200 annual
Funding Source: Community Facilities District
 - (a) Savanna Park
 - (b) Retention Basin including pedestrian walkway to Jade Tree Street
 - (c) Worthington Road (Barioni Boulevard) Greenbelt
 - (d) Savanna Way Greenbelt (including median and sidewalk areas)
6. Monterrey Park \$1800 month / \$21,600 annual
Funding Source: Community Facilities District
 - (a) Horizon Park
 - (b) Vista Del Mar Lane Greenbelt (west side only)
 - (c) Valle Verde Lane Greenbelt (east side only)
 - (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
 - (e) Brewer Road Greenbelt (south side only)

- | | | |
|-----|---|--|
| 7. | Wildflower North | \$500 month / \$6,000 annual
<i>Funding Source: Lighting & Landscape District</i> |
| | (a) West side of La Brucherie Road, south side of Aten Road | |
| | (b) Tree line area north side of retention basin | |
| 8. | Eager Park | \$900 month / \$10,800 annual
<i>Funding Source: General Fund</i> |
| 9. | Evans Park | \$400 month / \$4800 annual
<i>Funding Source: General Fund</i> |
| 10. | Freddie White Park | \$600 month / \$7200 annual
<i>Funding Source: General Fund</i> |
| 11. | Joshua Tree Park | \$900 month / \$10,800 annual
<i>Funding Source: General Fund</i> |
| 12. | CA Irving Sports Complex | \$600 month / \$7200 annual
<i>Funding Source: General Fund</i> |
| 13. | Sunset Park | \$12,500 month / \$15,000 annual
<i>Funding Source: General Fund</i> |
| 14. | Imperial Transit Park | \$325.00 month / \$3900.00 annual
<i>Funding Source: General Fund</i> |

**CITY OF IMPERIAL
PROFESSIONAL SERVICE AGREEMENT FOR PARK AND LANDSCAPE
MAINTENANCE**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January 4, 2017, between the City of Imperial, ("AGENCY") , a municipal corporation and Executive Landscape, Inc. a corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 5, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 31, 2019 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed dollars (\$544,800.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work

performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

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

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT.

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

IX. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or

in part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

C. Duty to defend

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other

information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.

- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

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

To AGENCY: City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attention: Debra Jackson, City Clerk

To CONSULTANT: Executive Landscape
P.O. Box 1075
Fallbrook, CA 92077
Attention: Ted Earle

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is

entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: 
(Signature)

Ted Earle
(Typed Name)

President
(Title)

City of Imperial
A Municipal Corporation

James Tucker, Mayor

entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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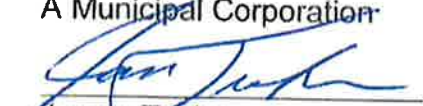
CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

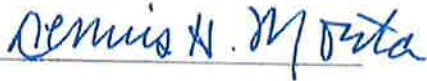
City of Imperial
A Municipal Corporation


James Tucker, Mayor

ATTEST:


Debra Jackson, City Clerk

APPROVED AS TO FORM:
Agency Attorney

By: 

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

Refer to Exhibit "D" – Request for Proposal

EXHIBIT B

PAYMENT SCHEDULE

All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. Client agrees that all billings from Consultant to client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all

times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

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

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

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

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

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

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

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

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT "D"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

Proposal Due:	December 22, 2016
Award of Contract:	January 4, 2017

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Phone: (760) 355-3316
Fax: (760) 355-4718

I. Overview

The City of Imperial, California invites professional firms to submit proposals to provide Park and Landscape Maintenance Services for parks, parkway greenbelts, and retention basins. The required services are outlined in the Scope of Work.

II. Background

The City of Imperial is located in the center of Imperial County in California's southeastern desert region. Incorporated in 1904, the City of Imperial is the oldest city in the county, and it is currently the fast growing city in the Imperial Valley with an estimated population of 16,708 people according to latest population estimated from the State Department of Finance.

The City of Imperial Parks and Recreation Department is committed to providing quality parks and programs to meet the needs of the citizens of the City of Imperial for sports, fitness, leisure activities, and to foster a strong sense of community spirit. There are approximately 48 acres of developed open space spread over 15 parks and greenbelts.

III. Scope of Work

The City of Imperial is soliciting proposals for the purpose of hiring a qualified landscape maintenance contractor to furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain Parks and Landscape Areas outlined below. All Parks and Landscape Areas shall be maintained in attractive conditions throughout the years.

Work Areas

1. Sky Ranch

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
- (g) Sandalwood Avenue Greenbelt from Aten Road to Boley Field Dr. (east side only)
- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

- 2. Springfield**
 - (a) 6 Pocket parks and common area
- 3. Victoria Ranch**
 - (a) Victoria Ranch Park (including pedestrian access area)
 - (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
 - (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
 - (d) Bernard Greenbelt i from Cross Rd. to Cedro
 - (e) De Pauli Greenbelt from Cross Rd. to Cedro
- 4. Paseo Del Sol**
 - (a) Paseo Del Sol park and retention basin
 - (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
 - (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive
- 5. Savanna Ranch**
 - (a) Savanna Park
 - (b) Retention Basin including pedestrian walkway to Jade Tree Street
 - (c) Worthington Road (Barioni Boulevard) Greenbelt
 - (d) Savanna Way Greenbelt (including median and sidewalk areas)
- 6. Monterrey Park**
 - (a) Horizon Park
 - (b) Vista Del Mar Lane Greenbelt (west side only)
 - (c) Valle Verde Lane Greenbelt (east side only)
 - (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
 - (e) Brewer Road Greenbelt (south side only)
- 7. Sunset Park**
 - (a) Landscaping along Fence line
- 8. Wildflower North**
 - (a) West side of La Brucherie Road, south side of Aten Road
 - (b) Tree line area north side of retention basin

Scope of Responsibility

1. **Plant Material:** The contractor shall provide ten 5-gallon shrubs per month to replace dead plant material where requested by City of Imperial. Additionally, any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the contractor.
2. **Landscape Maintenance and Irrigation.**
 - a. Shrubs shall be trimmed as needed and maintained per city specifications.
 - b. Lawns are to be mowed, edged, and weed wacked once per week at a 1" to 2 1/2" height. Lawns are to be aerated as needed.
 - c. Planter areas are to be maintained free of weeds, debris, and raked 2x per month or as needed.
 - d. Irrigation to be maintained in proper watering conditions at all times. Irrigation lines and bubbler heads are to be maintained and replaced by the Contractor as needed. Programming of irrigation controllers per seasonal watering schedules. Backflows to be checked and maintained in proper condition.
 - e. All trees less than 8'in height are to be maintained by the Contractor. All trees, regardless of size will be skirted to avoid pedestrian or vehicle accidents at a clearance of 8 feet. Trees shall be trimmed, pruned, or laced of trees during winter season, as needed.
3. **Fertilizing and Chemical Treatments.** Fertilizing, weed abatement, rye seed, Bermuda seed, pre-emergent shall be included in the bid. All fertilizing and chemical treatments will be recorded and logged for dates of application. All chemicals and nutrient additive will be submitted to City for approval.
4. **Cleanup.** The contractor is responsible to maintain all Parks and Landscape Areas in a condition that is acceptable to the City of Imperial. Cleanup shall be performed by the Contractor and shall include the removal of all trash, debris, leaves, branches, excess soil, empty plant containers, grass cutting, and weeds. The Contractor shall take all green waste to the City Shop for disposal.
5. **Monthly Maintenance Report and Coordination with City Staff.** A Monthly Maintenance Report shall be submitted with the monthly billing for each Park and

Greenbelt Area. The Contractor shall meet City Staff at each Park and Greenbelt area on a bi-weekly basis for site inspections and coordination.

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bid Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

To be considered, please submit three (3) copies of your proposal by Thursday, December 22 at 3:00 P.M. to:

Debra Jackson
City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

All proposals shall be submitted in sealed envelope(s) and shall be clearly marked:

"SEALED PROPOSAL- DO NOT OPEN WITH REGULAR MAIL."

Identify in lower left hand corner "Park & Landscape Maintenance"

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

Questions regarding this Request for Proposal may be directed to Ember Haller, Director of Community Services (Acting), City of Imperial Community Services Department, 420 South Imperial Avenue, Imperial, CA 92251 or via email at ehaller@cityofimperial.org. All questions should be submitted in writing and all prospective consultants will receive copies of the questions and responses.

*City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017*

Park and Landscape Maintenance

VI. Review and Selection Procedure

An evaluation committee by the City Council will review each proposal. The following evaluation criteria will be used in selecting a consultant:

- a. Experience with similar efforts
- b. Commitment of Senior Staff to the Project
- c. Relevant qualifications of key personnel
- d. Familiarity with needs of municipal/governmental entity
- e. Ability to provide a local presence during the process
- f. Proposed schedule and ability to meet applicable deadlines
- h. Overall responsiveness to this RFP

After reviewing all submissions, the selection team may request to meet with its top candidates. The City of Imperial reserves the right to reject any or all proposals for any reason. Minor irregularities of the proposal may be waived at the discretion of the City.

Please note that the ability of the Consultant to complete the overall project within the anticipated completion period will be considered in the selection process. The lowest cost proposal will not necessarily be selected.

The City anticipates making its final selection on or around January 4, 2017.

This RFP is not intended and should not be construed to commit the City of Imperial to contract with any proposer. All costs incurred in connection with responding to this RFP will be borne by the proposer.

After proposals are opened, all responses and documents submitted in conjunction with this RFP become public documents available for review by the public.

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact Person Name: _____

Telephone: _____

Email: _____

Proposer, if selected, intends to carry on the business as (check one):

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☐ Corporation

Date of Incorporation: _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain): _____

BID WORK SHEET (Required Form)

Park and Landscape Maintenance Services

All park sites are to be bid separately. The price shall include all provisions of park maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for a period of two (2) years, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH PARK/LANDSCAPE MAINTENANCE AREA. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

Contractor's Name _____

1. Sky Ranch

\$ _____

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
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- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
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2) Springfield

\$ _____

- (a) 6 Pocket parks and common area

3) Victoria Ranch

\$ _____

- (a) Victoria Ranch Park (including pedestrian access area)
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- (d) Bernard Greenbelt i from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

Contractor's Name _____

4) **Paseo del Sol** \$ _____

- (a) Paseo Del Sol park and retention basin
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7) **Sunset Park** \$ _____

- (a) Landscaping along Fence line

8) **Wildflower North** \$ _____

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

EXPERIENCE STATEMENT (Required Form)

List three (3) recent references where you have performed similar landscape, irrigation and mowing maintenance services within the past three (3) years. You may attach additional sheets as necessary.

WORK HISTORY

Project Location:	
Date of Service:	
Scope of Service:	
Project Owner Name:	
Contact Name, Telephone and Email:	

Project Location:	
Date of Service:	
Scope of Service:	
Project Owner Name:	
Contact Name, Telephone and Email:	

Project Location:	
Date of Service:	
Scope of Service:	
Project Owner Name:	
Contact Name, Telephone and Email:	

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

PROPOSER'S SIGNATURE (Required Form)

No proposal will be accepted which has not been signed in ink in the appropriate space below.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

The undersigned submitter certifies that he/she/it is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she/it is skilled and regularly engaged in the general class of work called for in the contract documents.

Printed Name

Signature

Title of Signator

Contractor's License Number

License Expiration Date

EXHIBIT E
CONSULTANT'S PROPOSAL

EXHIBIT "E"



Request for Proposal

Park and Landscape Maintenance

December 14, 2016

Proposal Due:	December 22, 2016
Award of Contract:	January 4, 2017

**City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

**Phone: (760) 355-3316
Fax: (760) 355-4718**

I. Overview

The City of Imperial, California invites professional firms to submit proposals to provide Park and Landscape Maintenance Services for parks, parkway greenbelts, and retention basins. The required services are outlined in the Scope of Work.

II. Background

The City of Imperial is located in the center of Imperial County in California's southeastern desert region. Incorporated in 1904, the City of Imperial is the oldest city in the county, and it is currently the fast growing city in the Imperial Valley with an estimated population of 16,708 people according to latest population estimated from the State Department of Finance.

The City of Imperial Parks and Recreation Department is committed to providing quality parks and programs to meet the needs of the citizens of the City of Imperial for sports, fitness, leisure activities, and to foster a strong sense of community spirit. There are approximately 48 acres of developed open space spread over 15 parks and greenbelts.

III. Scope of Work

The City of Imperial is soliciting proposals for the purpose of hiring a qualified landscape maintenance contractor to furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain Parks and Landscape Areas outlined below. All Parks and Landscape Areas shall be maintained in attractive conditions throughout the years.

Work Areas

1. Sky Ranch

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
- (g) Sandalwood Avenue Greenbelt from Aten Road to Boley Field Dr. (east side only)
- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

2. Springfield

- (a) 6 Pocket parks and common area

3. Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
- (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
- (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
- (d) Bernard Greenbelt i from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

4. Paseo Del Sol

- (a) Paseo Del Sol park and retention basin
- (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
- (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive

5. Savanna Ranch

- (a) Savanna Park
- (b) Retention Basin including pedestrian walkway to Jade Tree Street
- (c) Worthington Road (Barioni Boulevard) Greenbelt
- (d) Savanna Way Greenbelt (including median and sidewalk areas)

6. Monterrey Park

- (a) Horizon Park
- (b) Vista Del Mar Lane Greenbelt (west side only)
- (c) Valle Verde Lane Greenbelt (east side only)
- (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
- (e) Brewer Road Greenbelt (south side only)

7. Sunset Park

- (a) Landscaping along Fence line

8. Wildflower North

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

Scope of Responsibility

1. **Plant Material:** The contractor shall provide ten 5-gallon shrubs per month to replace dead plant material where requested by City of Imperial. Additionally, any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the contractor.
2. **Landscape Maintenance and Irrigation.**
 - a. Shrubs shall be trimmed as needed and maintained per city specifications.
 - b. Lawns are to be mowed, edged, and weed wacked once per week at a 1" to 2 1/2" height. Lawns are to be aerated as needed.
 - c. Planter areas are to be maintained free of weeds, debris, and raked 2x per month or as needed.
 - d. Irrigation to be maintained in proper watering conditions at all times. Irrigation lines and bubbler heads are to be maintained and replaced by the Contractor as needed. Programming of irrigation controllers per seasonal watering schedules. Backflows to be checked and maintained in proper condition.
 - e. All trees less than 8'in height are to be maintained by the Contractor. All trees, regardless of size will be skirted to avoid pedestrian or vehicle accidents at a clearance of 8 feet. Trees shall be trimmed, pruned, or laced of trees during winter season, as needed.
3. **Fertilizing and Chemical Treatments.** Fertilizing, weed abatement, rye seed, Bermuda seed, pre-emergent shall be included in the bid. All fertilizing and chemical treatments will be recorded and logged for dates of application. All chemicals and nutrient additive will be submitted to City for approval.
4. **Cleanup.** The contractor is responsible to maintain all Parks and Landscape Areas in a condition that is acceptable to the City of Imperial. Cleanup shall be performed by the Contractor and shall include the removal of all trash, debris, leaves, branches, excess soil, empty plant containers, grass cutting, and weeds. The Contractor shall take all green waste to the City Shop for disposal.
5. **Monthly Maintenance Report and Coordination with City Staff.** A Monthly Maintenance Report shall be submitted with the monthly billing for each Park and

BID WORK SHEET (Required Form)

Park and Landscape Maintenance Services

All park sites are to be bid separately. The price shall include all provisions of park maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for a period of two (2) years, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH PARK/LANDSCAPE MAINTENANCE AREA. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

Contractor's Name EXECUTIVE LANDSCAPE, INC.

1. Sky Ranch

- (a) Sky Ranch Park (West Boley Field Drive)
- (b) Woof Town Dog Park
- (c) Aviation Park
- (d) Aten Road Greenbelt
- (e) Sky Ranch West Retention Basin
- (f) Sky Ranch East Retention Basin
- (g) Sandalwood Avenue Greenbelt from Aten Road to Boley Field Dr. (east side only)
- (h) Sheffield Avenue Greenbelt from Sandalwood to Morning Glory Trail (north side only)
- (i) Morning Glory Trail Greenbelt from Flying Cloud Dr. to Aten Rd (west side only)

\$ 7050.00 / MO
84600 = annual

2) Springfield

- (a) 6 Pocket parks and common area

\$ 2925.00 / MO
35100 = annual

3) Victoria Ranch

- (a) Victoria Ranch Park (including pedestrian access area)
- (b) Cross Road Greenbelt from Aten Rd. to Kadin Canal
- (c) Aten Road Greenbelt from Cross Road to Legakes Avenue
- (d) Bernard Greenbelt i from Cross Rd. to Cedro
- (e) De Pauli Greenbelt from Cross Rd. to Cedro

\$ 2925.00 / MO
31500 = annual

Contractor's Name

EXECUTIVE LANDSCAPE, INC.

4) Paseo del Sol

- (a) Paseo Del Sol park and retention basin
- (b) Aten Road Greenbelt from Clark Road ("P" Street) to east of Puerto Vallarta Avenue
- (c) Clark Road ("P" Street) Greenbelt from Aten Road to Rosarito Drive

\$ 3550.00/mo
42600.00 = annual

5) Savanna Ranch

- (a) Savanna Park
- (b) Retention Basin including pedestrian walkway to Jade Tree Street
- (c) Worthington Road (Barioni Boulevard) Greenbelt
- (d) Savanna Way Greenbelt (including median and sidewalk areas)

\$ 3600.00/mo
43200.00 = annual

6) Monterrey Park

- (a) Horizon Park
- (b) Vista Del Mar Lane Greenbelt (west side only)
- (c) Valle Verde Lane Greenbelt (east side only)
- (d) Monterrey Park Lane Greenbelt (including median and sidewalk areas)
- (e) Brewer Road Greenbelt (south side only)

\$ 1800.00/mo
21600.00 = annual

7) Sunset Park

- (a) Landscaping along Fence line

\$ 350.00/mo
4200.00 = annual

8) Wildflower North

- (a) West side of La Brucherie Road, south side of Aten Road
- (b) Tree line area north side of retention basin

\$ 500.00/mo
6000.00 = annual

Monthly Total 2270.00
Annual Total 27240.00

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

Greenbelt Area. The Contractor shall meet City Staff at each Park and Greenbelt area on a bi-weekly basis for site inspections and coordination.

6. **Emergency Numbers.** The Contractor shall be readily available by telephone during normal work hours. In addition, the Contractor shall provide the City of Imperial with a list of emergency telephone numbers to be contacted after normal working hours, on weekends, and holidays.
7. **Licenses and Insurance Requirements.** Contractor must have C-27 Landscape license, QAL applicator license, County of Imperial Pesticide License, CLT Certified Landscape Technician, City Business License. Workers Compensation, General Liability, and Commercial Vehicle insurance.
8. **Wage Rates.** The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
9. **Exclusions.** The following items are excluded from the Scope of Work and Services:
 - a. Landscape enhancements.
 - b. Water and electrical to be supplied by City of Imperial.
 - c. Plant replacement that are currently missing.
 - d. Plant replacement due to harsh weather conditions.
 - e. Disposal of trash receptacles in common areas, basins, and parks.
 - f. Removal of graffiti, maintenance of site furnishings and play equipment.
 - g. Removal and cutting of trees due to wind damage. Separate proposal will be submitted. Immediate service will be offered for emergency situations.
 - h. Main line breaks over 1 ½ due to water hammer or poor installation will be proposed at an additional cost.

IV. Instructions to Proposers

Proposal responses must adhere to the requirements outlined in this section. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is

essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

The following forms (included at the back of this Request for Proposal) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

1. Proposer's Information Form
2. Bld Worksheet
3. Experience Statement
4. Proposer's Signature Form
5. Additional Data: Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements. This section will be limited to five (5) pages.

v. Proposal Submittal

To be considered, please submit three (3) copies of your proposal by Thursday, December 22 at 3:00 P.M. to:

Debra Jackson
City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

All proposals shall be submitted in sealed envelope(s) and shall be clearly marked:

"SEALED PROPOSAL- DO NOT OPEN WITH REGULAR MAIL."

Identify in lower left hand corner "Park & Landscape Maintenance"

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

Questions regarding this Request for Proposal may be directed to Ember Haller, Director of Community Services (Acting), City of Imperial Community Services Department, 420 South Imperial Avenue, Imperial, CA 92251 or via email at ehaller@cityofimperial.org. All questions should be submitted in writing and all prospective consultants will receive copies of the questions and responses.

City of Imperial
Proposal Due Date: December 22, 2016
Award of Contract: January 4, 2017

Park and Landscape Maintenance

VI. Review and Selection Procedure

An evaluation committee by the City Council will review each proposal. The following evaluation criteria will be used in selecting a consultant:

- a. Experience with similar efforts
- b. Commitment of Senior Staff to the Project
- c. Relevant qualifications of key personnel
- d. Familiarity with needs of municipal/governmental entity
- e. Ability to provide a local presence during the process
- f. Proposed schedule and ability to meet applicable deadlines
- h. Overall responsiveness to this RFP

After reviewing all submissions, the selection team may request to meet with its top candidates. The City of Imperial reserves the right to reject any or all proposals for any reason. Minor irregularities of the proposal may be waived at the discretion of the City.

Please note that the ability of the Consultant to complete the overall project within the anticipated completion period will be considered in the selection process. The lowest cost proposal will not necessarily be selected.

The City anticipates making its final selection on or around January 4, 2017.

This RFP is not intended and should not be construed to commit the City of Imperial to contract with any proposer. All costs incurred in connection with responding to this RFP will be borne by the proposer.

After proposals are opened, all responses and documents submitted in conjunction with this RFP become public documents available for review by the public.

Proposer's Information Form (Required Form)

PROPOSER (please print):

Name: EXECUTIVE LANDSCAPE

Address: P.O. BOX 1075

FAIRBROOK CA 92077

Telephone: (760) 731 9036

Fax: (760) 731-9038

Contact Person Name: TED EARLE

Telephone: 760 535 8360 Email: tearle@executivelandscapeinc.com

Proposer, if selected, intends to carry on the business as (check one):

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☒ Corporation

Date of Incorporation: 1994

In what state? CALIFORNIA

When authorized to do business in California? 1994

☐ Other (explain):

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

EXPERIENCE STATEMENT (Required Form)

List three (3) recent references where you have performed similar landscape, irrigation and mowing maintenance services within the past three (3) years. You may attach additional sheets as necessary.

WORK HISTORY

message @ 11:48am

Project Location:	CITY OF OCEANSIDE CALIFORNIA (CA) VARIOUS LOCATIONS
Date of Service:	2008- PRESENT
Scope of Service:	WE SERVICE 11 different locations which include streetscape planting and turf and adjacent slopes connected to these areas
Project Owner Name:	City of Oceanside
Contact Name, Telephone and Email:	ROSA JONES 760 435 5176 RAJONES@CityofOceanside.CA.US

left message @ 11:52am. Andrew is out of office until Jan. 3rd!

Project Location:	CITY OF SAN MARCOS CALIFORNIA (MI) VARIOUS LOCATIONS (10)
Date of Service:	2000 - Present
Scope of Service:	We take care of approximately 10 different areas which include street scenes, slopes, park and median
Project Owner Name:	City of San Marcos
Contact Name, Telephone and Email:	Andrew Proud (760) 752-7550 x 3309 aproud@san-marcos.net

message @ 11:54am.

Project Location:	City of Oceanside California - Parks Various Locations (16)
Date of Service:	2011 to present
Scope of Service:	We take care of 16 different parks which include both Fescue and Bermuda Turf. Smallest park is a single soccer field to the largest is an 8 soccer field complex
Project Owner Name:	City of Oceanside California
Contact Name, Telephone and Email:	Joel Menard (760) 881-0063 JMENARD@CI.Oceanside.CA.US

City of Imperial

Proposal Due Date: December 22, 2016

Award of Contract: January 4, 2017

Park and Landscape Maintenance

PROPOSER'S SIGNATURE (Required Form)

No proposal will be accepted which has not been signed in ink in the appropriate space below.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

The undersigned submitter certifies that he/she/it is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she/it is skilled and regularly engaged in the general class of work called for in the contract documents.

TEDEARIE
Printed Name

TEARIE
Signature

President
Title of Signator

680784
Contractor's License Number

11/30/2018
License Expiration Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Executive Landscape, Inc. P.O. Box 1075 Fallbrook CA 92028 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: United Specialty Insurance Company</td><td>12537</td></tr><tr><td>INSURER B: Wesco Insurance Company</td><td>25011</td></tr><tr><td>INSURER C: American Fire & Casualty Co</td><td>24066</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Insurance Company	12537	INSURER B: Wesco Insurance Company	25011	INSURER C: American Fire & Casualty Co	24066	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570067514917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS												
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GENERAL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC. ☐ OTHER			ATNSF1760751	06/30/2017	06/30/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Comp. Dmt. \$1000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☐ Coll. Dmd \$1000			BAA (18) 58053348	07/23/2017	06/30/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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EACH OCCURRENCE																			
AGGREGATE																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	WWC3289491	06/30/2017	06/30/2018	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Imperial Park and Landscape Maintenance.

City of Imperial, its officers, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of Imperial, its elected or appointed officers, agents, officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Imperial Attn: Debra Jackson 420 South Imperial Avenue Imperial CA 92251 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>
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**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
FOR PARK AND LANDSCAPE MAINTENANCE**

THIS FIRST AMENDMENT is made and entered into this 20 day of September, 2017, by and between the City of Imperial, California, a municipal corporation, ("Agency") and Executive Landscape, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the parties hereto entered an agreement for park and landscape maintenance dated January 4, 2017, ("Agreement"); and

WHEREAS, Exhibit E to the Agreement sets forth locations and fees associated with work to be performed pursuant to the Agreement; and

WHEREAS, the parties wish to amend the Agreement to provide for park and landscape maintenance of additional areas.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Exhibit F is hereby added to the Agreement to identify additional work to be performed pursuant to the Agreement.
3. Section V A. of the Agreement is amended to provide for total compensation not to exceed \$ 5700⁰⁰ / mo.
4. The effective date of this amendment shall be 10/1/2017.
5. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed to be effective on the date first above written.

AGENCY:

City of Imperial, California

By

Mayor



CONSULTANT:

Executive Landscape, Inc.

By

Title



ATTEST:

By

Debra Jackson, City Clerk



EXECUTIVE LANDSCAPE INC.
QUOTE - Park and Landscape Maintenance Services

1. Eager Park 1.07 Acres	<u>\$900.00 mo / \$10,800 annual</u>
2. Sunset Park 5.25 Acres Park 3 Softball Fields	<u>\$900.00 mo / \$10,800 annual</u>
3. Evans Park 1.25 Acres Park Baseball Field	<u>\$400.00 mo / \$4,800 annual</u>
4. Freddie White Park 2.07 Acres Park Baseball Field	<u>\$600.00 mo / \$7,200 annual</u>
5. Joshua Park 11.5 Acres Park Baseball Field	<u>\$900.00 mo / \$10,800 annual</u>
6. CA Irving Sports Complex 2.07 Acres 2 Baseball Fields	<u>\$600.00 mo / \$7,200 annual</u>
7. Downtown Imperial Avenue (7 th thru 10 th Streets)	<u>\$500.00 mo / \$6,000 annual</u>
8. City Hall 420 South Imperial Avenue	<u>\$600.00 mo / \$7,200 annual</u>
9. City Public Library 200 W. 9 th Street	<u>\$300.00 mo / \$3,600 annual</u>
TOTAL	\$5,700 MONTH / \$68,400 ANNUAL

Subject: Landscape and Maintenance Quotes
From: Ember Haller (ehaller@cityofimperial.org)
To: keithearle@sbcglobal.net;
Date: Tuesday, March 7, 2017 5:40 PM

Hi Keith,

Below are the following parks and areas we would like a quote for contracting the landscape and maintenance:

- * 900⁰⁰ Eager Park – 10th & G Streets – 2.07 Acres
- * 900⁰⁰ Sunset Park – Park & 3 Softball Fields in Retention Basin – Sunset & Rodeo – 5.25 Acres
- * 400⁰⁰ Evans Park – Park with 1 Baseball Field – 5th & M Streets – 1.25 Acres
- * 600⁰⁰ Freddie White Park – Park with 1 Baseball Field – 4th & F Streets – 2.07 Acres
- * 900⁰⁰ Joshua Park – Park with 1 Baseball Field – Joshua Tree & Morning Glory – 11.5 Acres
- * 800⁰⁰ Joshua Retention Basin – Retention Basis used for Soccer – Joshua Tree & Morning Glory 
- * 600⁰⁰ CA Irving Sports Complex – 2 Baseball Fields – 10th & D Streets – 2.07 Acres
- * 500⁰⁰ Downtown – Imperial Avenue (7th thru 10th Streets)
- * 600⁰⁰ City Hall – 420 South Imperial Avenue
- * 300⁰⁰ City Public Library – 200 W. 9th Street
- * 6500⁰⁰ NO. TOTAL.

I need to confirm with Fabian for all the streetscaping that they do as well in addition to the areas along Aten Road.

PRICE INC. WE OVERSEED IN WINTER MONTHS.

DATE SUBMITTED 09/30/2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 10/07/2020

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

26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AWARD OF COMMERCIAL APPRAISAL
 PROFESSIONAL SERVICES

1. AWARD OF CONTRACT FOR PROFESSIONAL COMMERCIAL APPRAISAL SERVICES TO MICHAEL FRAUENTHAL & ASSOCIATES, INC. IN THE AMOUNT OF \$14,500.00.

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

The City of Imperial solicited requests for proposals for professional appraisal services for four properties located in the City of Imperial. The City received two qualified proposals. After review, it is our recommendation to award the contract for professional commercial appraisal services to Michael Frauenthal & Associates. The properties to be appraised are as follows:

- 1) BARIONI BLVD. PROPERTY (OLD LUMBER YARD), APN# 063-130-007
- 2) REGIONAL PARK, APN# 063-010-083, 084, 085, 086, 087 & 088
- 3) POOL PROPERTY, 618 BARIONI BLVD., APN# 063-250-011
- 4) P STREET PROPERTY (VACANT LOT), APN# 064-176-004

The information obtained through the appraisals will be used to dispose of property and enter into joint facility projects with other entities.

FISCAL IMPACT: \$14,500.00

As approved in the Municipal Budget for FY 2020-2021.

ADMIN SERV
INITIALS

WJ

STAFF RECOMMENDATION: It is staff's recommendation to award the contract to Michael Frauenthal & Associates as presented.

DEPT. INITIALS

ab

MANAGER'S RECOMMENDATION: Agrees with Staff

CITY
MANAGER'S
INITIALS

OHM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

MICHAEL FRAUENTHAL & ASSOCIATES, INC.

Real Estate Appraisers • Consultants

September 23, 2020

Ms. Emery Magallanes
City of Imperial
City Manager's Office
420 S. Imperial Avenue
Imperial, Ca 92251
emagallanes@cityofimperial.org

RE: APPRAISAL OF FOUR PROPERTIES IN IMPERIAL, CALIFORNIA:

- 1) BARIONI BLVD. PROPERTY (OLD LUMBER YARD), APN# 063-130-007**
- 2) REGIONAL PARK, APN# 063-010-083, 084, 085, 086, 087 & 088**
- 3) POOL PROPERTY, 618 BARIONI BLVD., APN# 063-250-011**
- 4) P STREET PROPERTY (VACANT LOT), APN# 064-176-004**

Dear Ms. Magallanes:

Michael Frauenthal & Associates, Inc. would be pleased to prepare appraisals on the above-referenced properties. The purpose of the appraisals is to estimate the fair market value on the date of inspection. The appraisals are intended primarily for the city of Imperial. However, outside agencies may review the appraisals with regard to potential development and projects. The client for this assignment is the city of Imperial.

The appraisals will comply with the 2020-21 Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, as well as all applicable local, state and federal laws.

The scope of our work will include inspecting the subject property and surroundings, searching for, confirming, and analyzing comparable sales, and forming an opinion of market value using the most applicable approach(es) to value.

We will convey the appraisal results to you in four appraisal reports prepared in accordance with USPAP Standards Rule 2-2(a). A digital copy of the reports in PDF format will be delivered to you by October 31, 2020, assuming we receive your authorization to proceed and all requested information in a timely manner.

The total fee for all four appraisals is \$14,500, due and payable upon completion of the reports. If you are in agreement with the above, please sign and date below and return a copy of this letter. We look forward to working with you on this assignment and thank you for considering Michael Frauenthal & Associates, Inc.

Sincerely,



Michael Frauenthal, MAI
CA State License AG002952 exp. 2/25/22

Approved and Accepted By

Emery Magallanes

Date

ESTABLISHED 1985

MICHAEL FRAUENTHAL & ASSOCIATES, INC.

24662 Del Prado 2nd Floor

Dana Point, CA 92629

PHONE# (949) 496-1676

FAX# (949) 489-1745

Personnel

Michael F. Frauenthal, MAI, SRA, President

Greg Renner, Associate

Nick Walker, Associate

Scott Burns, Associate

Timothy Brown, Associate

Wil Pedrosa, Associate

Ben Lara, Associate

Larry Wasbin, MAI, MBA

Cam Simbro, Associate

Roger Muscente, Associate

Scott Peterson, Associate

Stephanie Torres, Office Manager

Sheri Johnson, Office Support

Primary Service Area

Orange, Los Angeles, Riverside, San Bernardino, Ventura, San Diego, Imperial, Kern & Tulare Counties. Other areas services include Central and Northern California, and Clark County, Nevada.

Expert Witness

Orange, Los Angeles, Riverside, San Diego, Santa Barbara and San Bernardino Counties.

Affiliations

Appraisal Institute (Individual Memberships), Bureau of Real Estate Appraisers, Building Industry Association, Real Estate Research Council of Southern California.

Specializing In

Residential Tracts, Master-Planned Communities, Apartment Buildings, Multi-Family Developments, Condominium Conversion Properties, Rental Pricing Studies, Multi-Tenant Retail Centers and Office Buildings, Vacant Land, Industrial Parks and Warehouses, Mobile Home and RV Parks, Churches, Health Clubs, Mini-Lube Facilities, and other special use properties.

Michael Frauenthal & Associates, Inc. is a professional real estate appraisal firm specializing in the appraisal of residential land, proposed tract construction, and master-planned communities. Clients include lenders, landowners, builders, developers, investors, and pension funds. The firm's appraisals are used for construction lending, investment due diligence, and feasibility analysis, as well as litigation support and valuing property in preparation for sale.

**PROFESSIONAL QUALIFICATIONS
OF
MICHAEL F. FRAUENTHAL, MAI**

TITLE: President/Appraiser

EMPLOYMENT:

1985-Present	Michael Frauenthal & Associates, Inc. 24662 Del Prado 2 nd Floor Dana Point, CA 92629
1984 - 1985	American Diversified Savings Bank Costa Mesa, California Southwest Regional Appraisal Manager
1982 - 1984	Charles Dunn Company Los Angeles, California Appraiser
1976 - 1982	Harold Davidson & Associates, Inc. Los Angeles, California Appraiser/Director of Acquisitions

EDUCATION: University of Southern California, Los Angeles, California, 1972-1976, B.S. - Business/Real Estate Finance

AIREA Courses successfully completed: 1A-1, 1A-2, 1B-1, 1B-2, 1B-3 -Ethics, Residential Valuation, Rural Valuation, Case Studies, Report Writing, Investment Analysis, Litigation Valuation, Highest and Best Use/Market Analysis (520) and Comprehensive Examination, Residential Site Valuation and Cost Approach, Residential Market Analysis and Highest & Best Use, Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets

AIREA Seminars attended include: Commercial Demonstration Report Writing, Real Estate Feasibility and Market Analysis, Subdivision

Society of Real Estate Appraisers
Courses Completed: 101, 102, 201, and 202

Additional Real Estate Education: Marshall Valuation Service -- Residential and Commercial Cost Handbook and Computer Seminars. R41-C and the Appraiser, Standards of Professional Practice.

University of California at Los Angeles Real Estate Investment Analysis, Real Estate Syndication

University of California at Los Angeles Real Estate Investment Analysis, Real Estate Syndication

**ALLIED REAL ESTATE
EXPERIENCE:**

Forty-four (44) years in all phases of Real Estate Appraisal

**TYPE OF PROPERTIES
APPRAISED:**

Commercial: Neighborhood and convenience shopping centers, high-rise office buildings, garden-office building, retail store buildings, gasoline service stations, etc.

Professional Qualifications:
MICHAEL F. FRAUENTHAL, MAI
Page Two

Industrial: Warehouse manufacturing plants, mini-storage facilities, loft buildings, etc.

Auto Service: Auto Dealerships, Car Wash Facilities, Gas Stations, Mini Lube Properties, Truck Terminals and other related auto service properties.

Residential: Apartment houses, condominiums, master planned communities, residential subdivisions, single-family dwellings, motels, mobile home parks, etc.

Vacant Land: Residential, commercial, industrial and agricultural sites

Special Purposes: Convalescent hospitals, churches, regional entertainment facility, agricultural site, etc.

Expert Witness: Orange, Los Angeles, Riverside, San Diego, Santa Barbara and San Bernardino Counties

CERTIFICATION:

State of California, CERTIFIED GENERAL REAL ESTATE
APPRAISER ID NUMBER: AG002952
State of Nevada, CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE: A.0001516-CG

LICENSE:

Real Estate Broker, State of California (1978-1986)

**PROFESSIONAL
ORGANIZATIONS:**

Appraisal Institute

**Southern California Chapter, Regional Representative, 1999-2000
2009-2010 2012-2013 2013-2014, 2016-2017 2017-2018 2018-2019**
Orange County Branch Chapter - Chairman, 1999
Orange County Chapter, Director, 1991-92
Chairman, Admissions Committee, 1991-93
Chapter Officer - Treasurer, 1994
Regional Ethics and Counseling Panel

American Institute of Real Estate Appraisers

Designation MAI - MAI Member Number 7093
Member Admissions Committee 1987-90

Society of Real Estate Appraisers

Designation SRPA
Member, Ethics Committee, Chapter 132
Chapter Director 1986-87, 1987-88
Admissions Committee - 1989-1991
Scholarship Committee Chair - 1986

**PROFESSIONAL
MEMBERSHIPS:**

Greater Las Vegas Association of Realtors
Building Industry Association of Southern California Inc.
Orange County Association of Mortgage Professionals
Real Estate Research Council of Southern California

**LICENSED SPREADSHEET
SOFTWARE:**

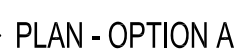
Argus

DATE SUBMITTED 9/30/2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 10/07/2020

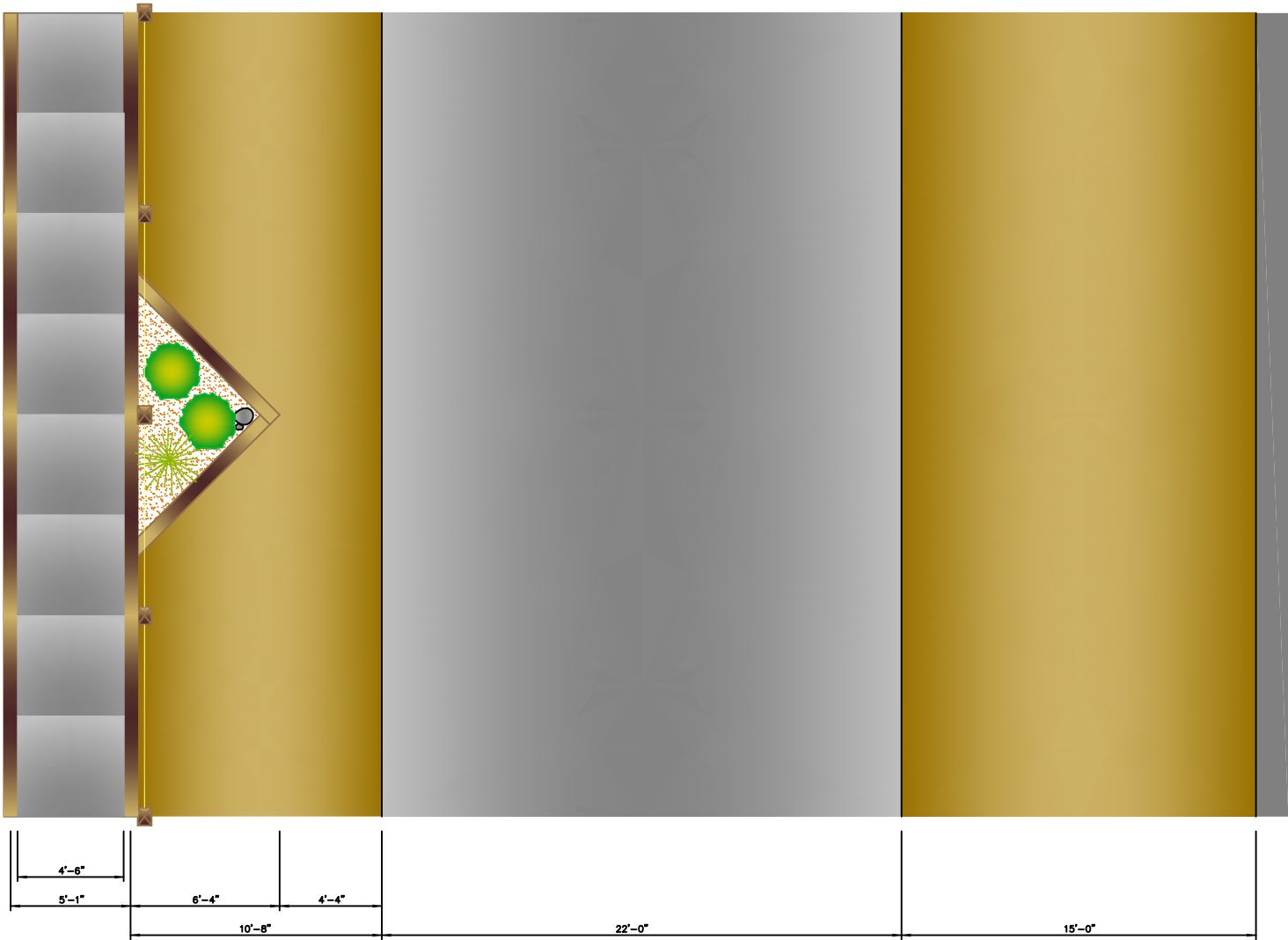
COUNCIL ACTION ☐
 PUBLIC HEARING REQUIRED ☐
 RESOLUTION ☐
 ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS 38

IMPERIAL CITY COUNCIL AGENDA ITEM

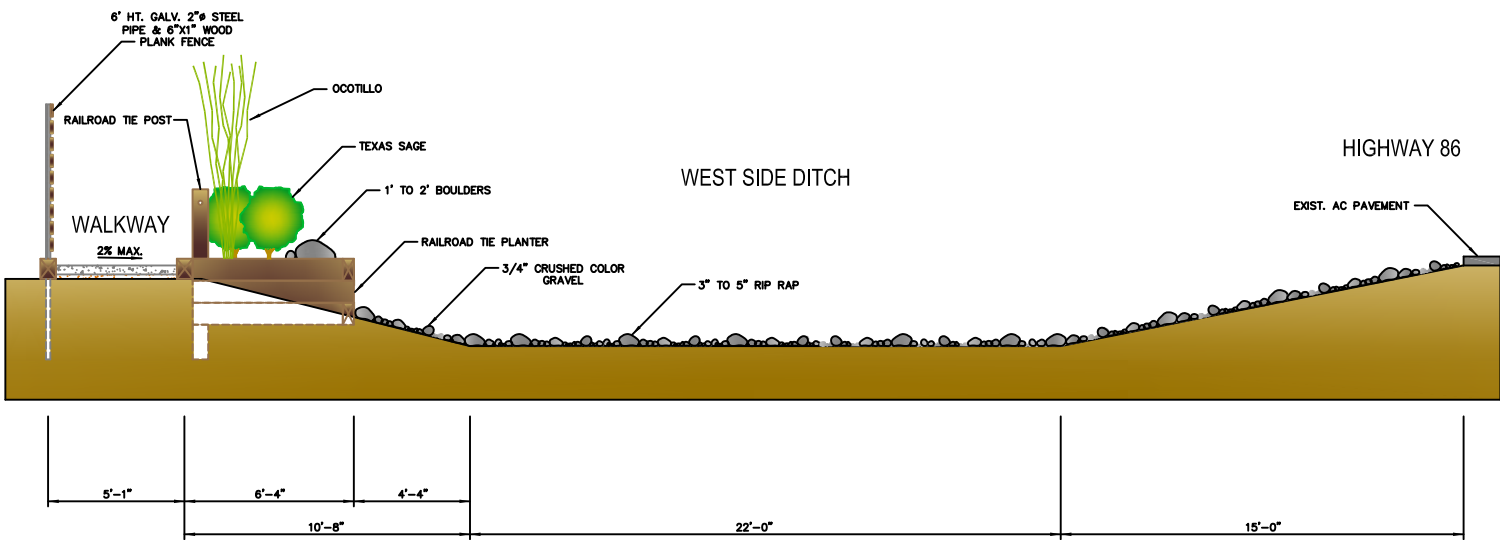
SUBJECT: DISCUSSION: LANDSCAPE DESIGN FOR HWY 86				
DEPARTMENT INVOLVED: Parks/Community Development/City Manager's Office				
BACKGROUND/SUMMARY: As per Council's direction, staff has proposed the attached concepts for HWY 86 landscape design. The proposed designs feature indigenous plants and landscape to the desert region. All three concepts are sustainable in our extreme weather conditions.				
FISCAL IMPACT: \$60,000-\$250,000 time and materials This item is not budgeted for in the FY 2020-2021 Municipal Budget	ADMIN SERV INITIALS <u></u>			
STAFF RECOMMENDATION: Staff recommendation to the council to provide direction and consider soliciting sponsors to cover the costs of the project.	DEPT. INITIALS <u></u>			
MANAGER'S RECOMMENDATION: City Manager agrees with staff's recommendation	CITY MANAGER'S INITIALS <u></u>			
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 ☐		



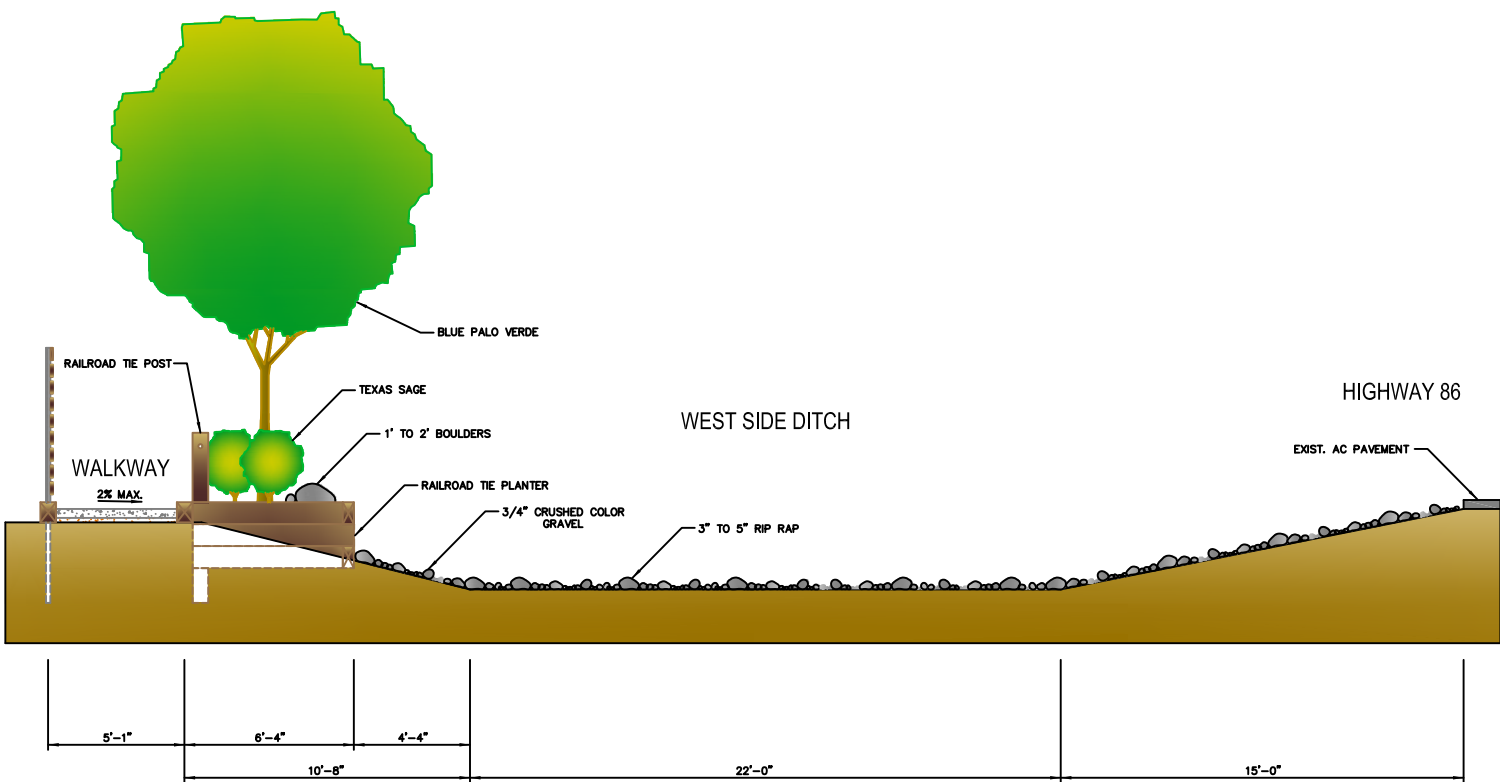
HWY 86 LANDSCAPE IMPROVEMENTS



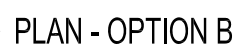
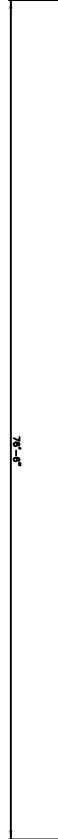
PLAN - OPTION A
HWY 86 LANDSCAPE IMPROVEMENTS N.T.S.



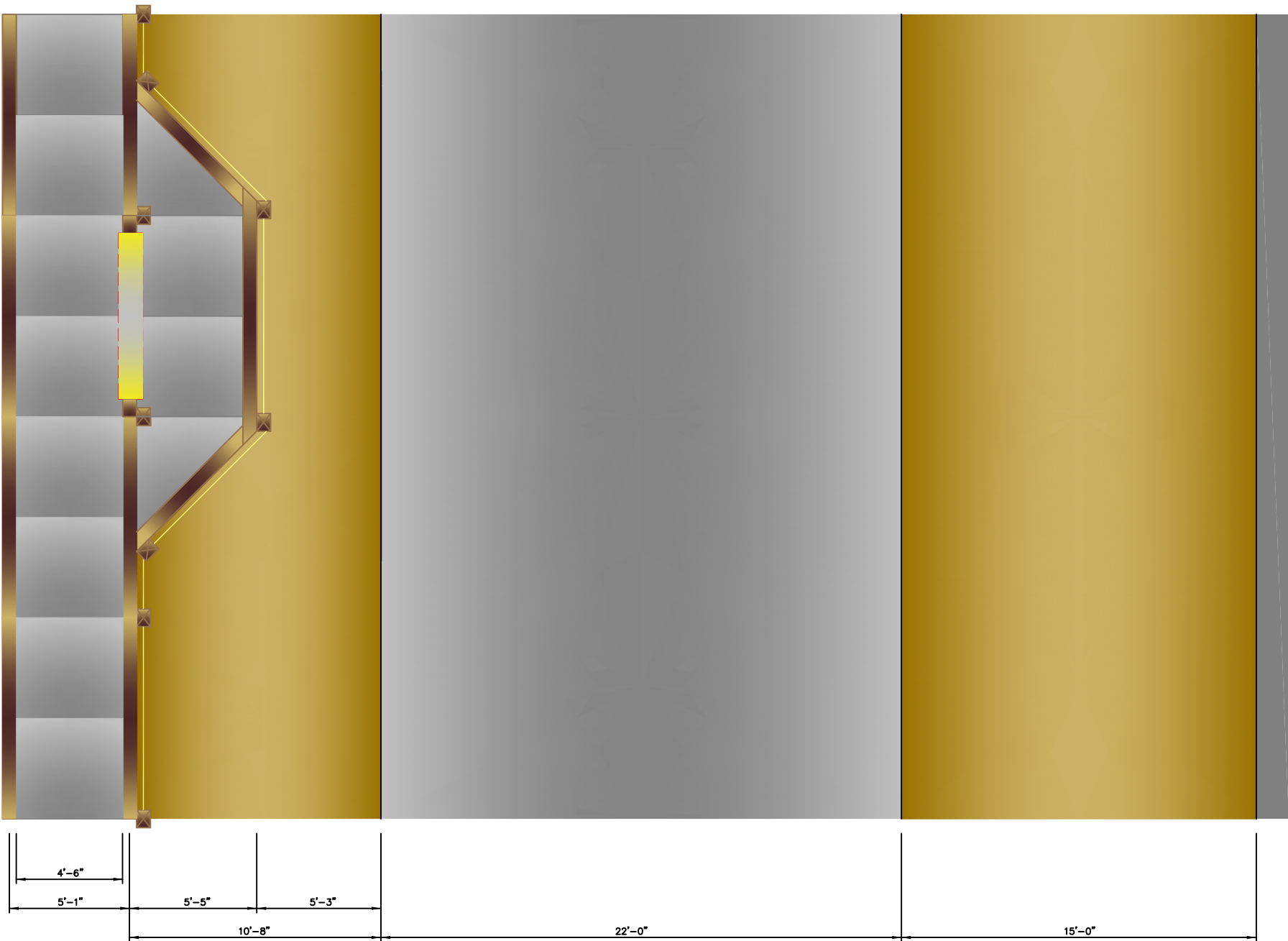
SECTION - OPTION A
HWY 86 LANDSCAPE IMPROVEMENTS N.T.S.



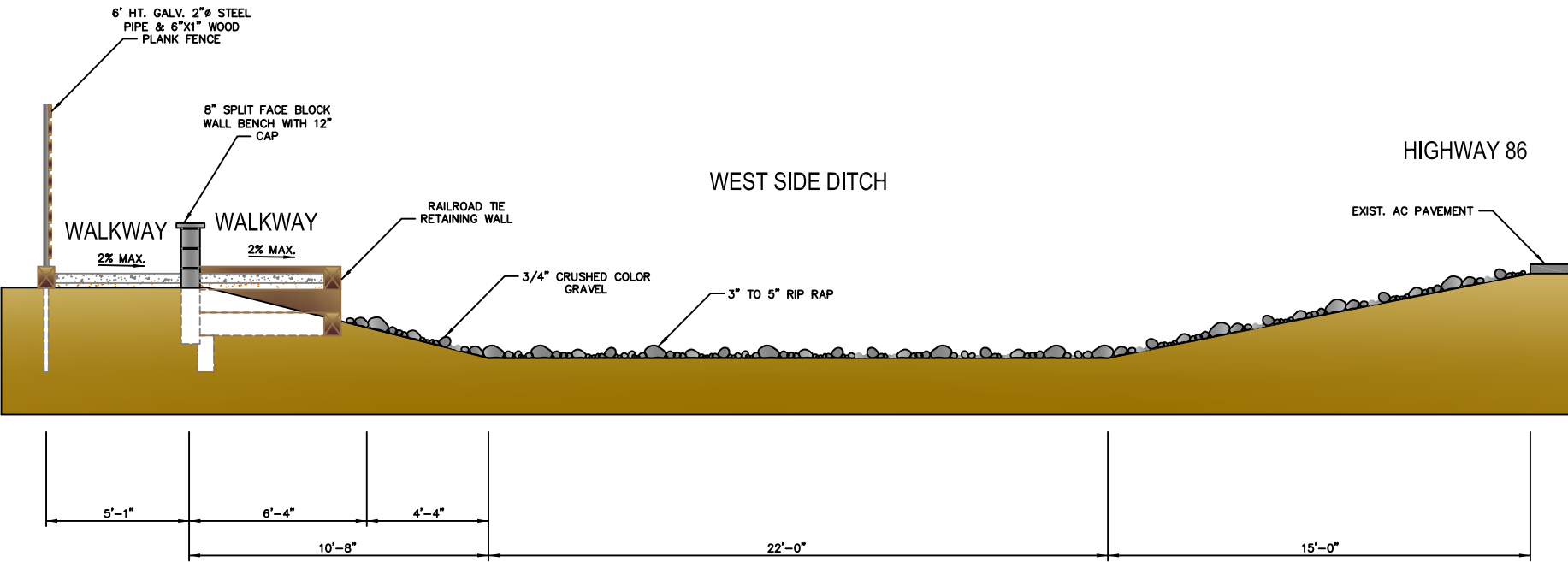
SECTION - OPTION A
HWY 86 LANDSCAPE IMPROVEMENTS N.T.S.



HWY 86 LANDSCAPE IMPROVEMENTS



 **PLAN - OPTION B**
HWY 86 LANDSCAPE IMPROVEMENTS N.T.S.



 **SECTION - OPTION B**
HWY 86 LANDSCAPE IMPROVEMENTS N.T.S.

DATE SUBMITTED 09/30/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 10/07/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS B

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: CORONAVIRUS RELIEF FUND – BUSINESS ASSISTANCE MICRO-GRANT PROGRAM

1. AWARD OF CORONAVIRUS RELIEF FUND MICRO-GRANTS IN THE AMOUNT OF \$5,000.00 EACH.

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

Whereas the City of Imperial has not been penalized as a result of the action the Imperial City Council took on August 21, 2020 declaring all businesses as “essential” within Imperial City limits. As such, the City has received additional CARES Act Funding through the State of California Coronavirus Relief Fund. Therefore, those businesses who applied for the CRF- Business Assistance Grant Program and were “waitlisted” due to lack of funding we now recommend for award. A list of those businesses is attached.

FISCAL IMPACT: No negative impact to the City of Imperial’s municipal budget. CRF Pass Thru Cost
Amount of \$11,395.00

ADMIN SERV
INITIALS VB

STAFF RECOMMENDATION: It is staff’s recommendation to award funds as stated above. <https://www.cityofimperial.org/planning-department>

DEPT. INITIALS AB

MANAGER’S RECOMMENDATION: Agrees with Staff’s recommendation

CITY
MANAGER’S
INITIALS JHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

Coronavirus Relief Fund - Business Assistance Grant Award

Applications	Amount Requested
Edgar C. Aguilar	\$5,000.00
Happy Kids Day Care (remaining amount)	\$1,395.00
Narvekar Chiropractic	\$5,000.00
Sun Valley Research Center	\$5,000.00

Total	\$ 11,395.00
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DATE SUBMITTED 10-03-2020
SUBMITTED BY City Clerk
DATE ACTION REQUIRED 10-07-2020

Agenda Item No P 8
CITY 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: RESOLUTION TO BE PRESENTED FOR CONSIDERATION BY THE MEMBERSHIP AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 7 – 9, 2020 (VIRTUAL).

- 1. TAKE NECESSARY ACTION/GIVE DIRECTION TO VOTING DELEGATE REGARDING THE CITY'S POSITION ON THE PROPOSED 2020 LEAGUE OF CALIFORNIA ANNUAL CONFERENCE RESOLUTIONS.**

DEPARTMENT INVOLVED: City Council

BACKGROUND/SUMMARY:

The League of California Cities Annual Conference will be held October 7 – 9, 2020 in a virtual format. One of the activities at the conference is the annual business meeting in which resolutions presented will be voted on by the member cities. Mayor Pechtl has been appointed as the Voting Delegate and Mayor Pro-tem Eugenio is the alternate delegate. One resolution is being presented for action this year:

A Resolution calling for an amendment of section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities.

Please see the attached Annual Conference Resolution Packet. Once reviewed, provide direction or comments to our voting delegate and/or alternate.

FISCAL IMPACT:

STAFF RECOMMENDATION: City Council reviews the resolution to be presented and if necessary provide direction to the voting delegate.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

**Amendment to Section 230 of the Communications
Decency Act of 1996**



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,


Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Arif Pe
Council Member

Steve C. Hall
Council Member

Diane DuBois
Council Member



Todd Rogers
Mayor

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

CITY OF

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MAYOR

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MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

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On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son

