



Imperial City Council

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

AGENDA

Regular Meeting of the Imperial City Council

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

December 6, 2023

Closed Session at 06:00 pm

Open Session at 07:00 pm

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

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

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

6:00 P.M. CLOSED SESSION

CALL TO ORDER:

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

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

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

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

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

Title of Position: City Attorney

CITY COUNCIL CONVENES TO REGULAR MEETING

7:00 P.M. REGULAR MEETING

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

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

CITY ATTORNEY REPORT ON CLOSED SESSION ACTIONS:

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

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

A. SPECIAL PRESENTATIONS:

- A-1. Presentation by Miguel Hernandez, Public Information Officer, regarding the Salton Sea Management Program
- A-2. Presentation by Yvonne Cordero, Planner, regarding SB 1383 Statewide Mandatory Organic Waste Collection

A-3. Retirement Recognition Presentation for Jackie Loper, Public Services Director

B. CONSENT AGENDA:

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

B-1. Approval of Claims and Warrants Report

B-2. Authorize Sunrunners Car Club to Host 38th Annual Carne Asada Run Car Show at Eager Park and Approve Partial Road Closures

B-3. Continuation of Emergency at Aten Road and Highway 86 Intersection

B-4. Authorize Purchase of Budgeted Forklift for the Water Treatment Department

B-5. Authorize Rejection of Claim No. 3050008 as Recommended by Carl Warren & Company

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

C-1. Acceptance of Deed and Approval of Water Distribution Line Agreement

Staff Report: Katherine Turner, City Attorney

Recommended Action: Accept the transfer of deed for water distribution pipeline at Ironwood Acres Estates and authorize staff to record the water distribution line agreement with the County of Imperial

C-2. Introduction of first reading by title only Ordinance No. 828 Restricting Outdoor Smoking in Designated Areas

Staff Report: Katherine Turner, City Attorney

Recommended Action: Introduce Ordinance No. 828, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADDING RESTRICTIONS TO OUTDOOR SMOKING IN DESIGNATED AREAS, approve as a first reading and authorize the City Clerk to place on the next agenda for second reading and adoption

C-3. Approval of Republic Services Cost Price Index (CPI) Adjustment

Staff Report: Diana Quintana, Finance Manager

Recommended Action: Approve Republic Services Cost Price Index (CPI) Adjustment of Four Percent (4%) for Waste and Recycling Services in the City of Imperial

- C-4.** Approval of Resolution Clarifying Terms of At-Will Employment for Executive Management Positions

Staff Report: Kristen Smith, Human Resources Manager

Recommended Action: Adopt Resolution No. 2023-58, RESOLUTION OF THE IMPERIAL CITY COUNCIL PROVIDING DETAIL REGARDING AT-WILL PERSONNEL POSITIONS AS ADOPTED BY THE CITY COUNCIL ON MARCH 1, 2023

- C-5.** Appointment to the Imperial Valley Healthcare District Initial Board of Directors

Staff Report: Dennis Morita, City Manager

Recommended Action: Appoint a City of Imperial member to the initial board of the Imperial Valley Healthcare District

D. REPORTS:

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

ADJOURNMENT:

Adjournment of this regular meeting of the City Council until the next regularly scheduled meeting to be held on Wednesday, December 20, 2023, at 7:00 p.m.

AFFIDAVIT OF POSTING

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

Dated: December 1, 2023



KRISTINA M. SHIELDS
City Clerk

Check Register Report

Date: 11/29/2023
Time: 10:53 am
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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
114138	11/09/23	Printed			7065	2K TOWER SERVICES LLC	574 76351	2,500.00
114139	11/09/23	Printed			8324	ACCUSOURCEHR, INC	40784 75848	352.67
114140	11/09/23	Printed			4058	ACE INDUSTRIAL SUPPLY INC.	2168466 76078	2,047.04
114141	11/09/23	Printed			1021	AGGREGATE PRODUCTS, INC.	55691 76079	431.88
114142	11/09/23	Printed			023	AIRWAVE COMMUNICATIONS	447198 75979	876.14
114144	11/09/23	Printed			195	ALLIED WASTE	0467-001689141 SEP. SWEEPER 76263	159,179.46
114145	11/09/23	Printed			884	ALPHA SITE LOGISTICS	122658 76317	207.75
114146	11/09/23	Printed			5956	AMAZON CAPITAL SERVICES	1PNF-Y34P-MRTD 76080	798.46
114147	11/09/23	Printed			8316	ANDREA SALAZAR	9725-0233/688 LAS DUNAS	162.90
114149	11/09/23	Printed			466	ARMA INTERNATIONAL	300049751 76207	95.00
114150	11/09/23	Printed			1851	AT&T LONG DISTANCE	760-355-1158 10/31/23	1,255.32
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114152	11/09/23	Printed			7158	BLUETARP FINANCIAL, INC.	G27694/5 76308	606.88
114153	11/09/23	Printed			8296	BRAWLEY ANALYTICAL, INC.	010 76082	1,550.00
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114155	11/09/23	Printed			265	CITY CLERKS ASSOCIATION	300002620 76205	250.00
114156	11/09/23	Printed			3029	CLAIREMONT EQUIPMENT	RA6188-02 76314	1,667.90
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114158	11/09/23	Printed			6857	COUNTY MOTOR PARTS CO, INC	557210 75741	680.80
114159	11/09/23	Printed			8318	DAISY PONZO	9622-0046/704 DAWN	263.71
114160	11/09/23	Printed			6919	DAVID RAMIREZ	11/6/23 - 11/9/23	390.76
114161	11/09/23	Printed			1302	DAVID TURCH & ASSOCIATES	OCTOBER 2023	5,000.00
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114163	11/09/23	Printed			7001	DIANA S. ALVAREZ	10/2023 76303	50.00
114164	11/09/23	Printed			8064	ENTERPRISE FLEET MANAGEMENT,	FBN4853392 75797	11,604.29
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114166	11/09/23	Printed			5134	FORENSIC DRUG TESTING SERVICES	2023-3359 75846	89.00
114167	11/09/23	Printed			4456	GRAFFIK SCREEN PRINTING	1505 76302	80.81
114168	11/09/23	Printed			4894	GRANITE DATA SOLUTIONS	IN89504-1 76361	196.00
114169	11/09/23	Printed			7720	GREEN RUBBER-KENNEDY AG	I-102821 76088	153.06
114170	11/09/23	Printed			8323	GUIDO MATTUCCI	REFUND-ENCROACHMENT 75740	1,000.00
114171	11/09/23	Printed			117	HAAKER EQUIPMENT COMPANY	C3A1NT 76090	12,524.24
114172	11/09/23	Printed			331	HACH COMPANY	13765426 75135	27,650.11
114173	11/09/23	Printed			120	IMPERIAL COUNTY FIRE DEPT.	OCTOBER 2023 76208	94,659.68
114174	11/09/23	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY	OCTOBER 2023 75977	4,778.00
114175	11/09/23	Printed			028	IMPERIAL IRRIGATION DISTRICT	NOVEMBER 2, 2023	96,419.41
114176	11/09/23	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000020961 76099	1,251.35
114178	11/09/23	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B63822 75737	148.76
114179	11/09/23	Printed			7777	IMPERIAL VALLEY AIR CONDITIONI	2588 76271	12,900.00
114180	11/09/23	Printed			2523	IMPERIAL VALLEY EMPLOYER	MEMBERSHIP 23/24 75847	50.00
114181	11/09/23	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M	3139 75844	2,073.00
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114183	11/09/23	Printed			868	K-C WELDING & RENTALS, INC.	G10481 S. RABB 75608	400.00
114184	11/09/23	Printed			8317	KARINA CHAVEZ	9998-4112/480 TRESHILL#173	88.53
114185	11/09/23	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	272421C 76309	730.91

Check Register Report

Date: 11/29/2023

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114190	11/09/23	Printed			6499	MARIO ROACHO	200-1 PARADE BALANCE 76311	560.00
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114192	11/09/23	Printed			6499	MARIO ROACHO	300-1 CHRISTMAS BALANCE 76311	3,500.00
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114196	11/09/23	Printed			8313	NPL CONSTRUCTION	9938-0891	1,909.49
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114198	11/09/23	Printed			8320	PEDRO PETRIS	9938-0941/2300 MYRTLE#79	81.83
114199	11/09/23	Printed			4562	PET WASTE ELIMINATOR	43271531 76315	301.70
114200	11/09/23	Printed			085	POSITIVE PROMOTIONS	07258186 75974	2,599.31
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114202	11/09/23	Printed			8311	RACHEL MERSINO	9522-0048/712 E DAWN	12.74
114203	11/09/23	Printed			5456	RAFAEL BERNAL	CUSTOMER REFUND 75738	508.00
114204	11/09/23	Printed			3008	RDO EQUIPMENT CO	W6788643 76304	2,699.22
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114207	11/09/23	Printed			957	SC FUELS	2505745-IN 76260	4,129.33
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114238	11/09/23	Printed			7562	ARCTIC GLACIER, USA, INC.	M53015259 DEPOSIT 76305	8,211.09
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114378	11/21/23	Printed			8326	BRAWLEY PLUMBING LLC	1532 76081	304.02

Check Register Report

Date: 11/29/2023

Time: 10:53 am

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CITY OF IMPERIAL

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114382	11/21/23	Printed			1053	CITY OF IMPERIAL	6914 YANETH CASH DRAWER	20.00
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114384	11/21/23	Printed			784	CONTROL PARTS	202306287 76357	86.22
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114396	11/21/23	Printed			8328	FALCON LEASING, LLC	9998-3127/498 TRESHILL#232	78.72
114397	11/21/23	Printed			7316	FRANCHISE TAX BOARD	9720-0628/2381 MARCOS	142.06
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114403	11/21/23	Printed			4264	IMPERIAL POLICE OFFICERS ASSN.	3139598 11/21/23	5,752.00
114404	11/21/23	Printed			102	IMPERIAL PRINTERS	11/17/23	1,075.00
114405	11/21/23	Printed			221	IMPERIAL TRUSS & LUMBER CO.	23-3695 76327	344.80
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114419	11/21/23	Printed			8245	KIMBALL MIDWEST	REIMB.-WALMART 76125	28.97
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114421	11/21/23	Printed			1647	LEE TIRE CO.	272119C 76268	277.58
114422	11/21/23	Printed			1996	LINCOLN LIFE	392863 76269	1,663.16
114423	11/21/23	Printed			101	LIZBETH ARAMBULA	11/17/23	767.00
114424	11/21/23	Printed			8327		9998-4155/480 TRESHILL#192	153.59

Check Register Report

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UNION BANK Checks								
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114428	11/21/23	Printed			7992	MUNITEMPS	130317 76171	35,800.00
114429	11/21/23	Printed			4481	O'REILLY	2687-432606 75467	1.57
114430	11/21/23	Printed			079	ONE SOURCE DISTRIBUTORS	S7296636.001 76266	2,840.81
114431	11/21/23	Printed			4562	PET WASTE ELIMINATOR	43276474 76336	301.70
114432	11/21/23	Printed			084	PITNEY BOWES BANK INS	1024231032 76170	1,209.00
114433	11/21/23	Printed			3526	RSD	3327719-00 76264	682.95
114434	11/21/23	Printed			979	SELLERS PETROLEUM	CL34441	17,025.78
114435	11/21/23	Printed			1239	SHERWIN-WILLIAMS	7174-7 76363	210.59
114436	11/21/23	Printed			5706	SHI INTERNATIONAL CORP	B17600400 76369	1,122.76
114437	11/21/23	Printed			3262	SIMNSA HEALTH PLAN	124232 DECEMBER 2023 76176	12,272.83
114438	11/21/23	Printed			7623	STERICYCLE, INC.	8005221557 OCT 2023 76174	49.81
114439	11/21/23	Printed			6193	STRADLING YOCCA CARLSON&RAUTH, INC.	401509 76211	483.00
114440	11/21/23	Printed			068	SUNBELT RENTALS, INC.	145829049-0001 76324	5,405.92
114441	11/21/23	Printed			3570	SWANK MOTION PICTURES, INC	BO 2129735 76323	1,950.00
114442	11/21/23	Printed			104	TEAMSTERS, LOCAL 542	11/17/23	1,535.00
114443	11/21/23	Printed			7443	TEXAS LIFE INSURANCE COMPANY	11/17/23	1,077.72
114446	11/21/23	Printed			5837	U.S. BANK	GREEN 10/18/23 76129	6,334.47
114447	11/21/23	Printed			2008	UNITED PARCEL SERVICE	Y00924443 11/9/23	10.20
114448	11/21/23	Printed			944	UNITED WAY OF IMPERIAL COUNTY	11/17/23	6.00
114449	11/21/23	Printed			8133	UNIVAR SOLUTIONS USA INC.	51588381 76076	6,701.57
114450	11/21/23	Printed			611	VERIZON WIRELESS	9947513763	5,572.31
114451	11/21/23	Printed			8329	WALTER FISHER	9514-1034/208 MAZATLAN	162.31
114452	11/21/23	Printed			1968	WESTAIR GASES & EQUIPMENT	0011726291 76255	773.14
114453	11/21/23	Printed			3603	XYLEM	401288260 76253	3,723.08
114454	11/21/23	Printed			7627	ZENCITY TECHNOLOGIES US, INC.	SI236000043 76209	30,000.00
Total Checks: 169						Checks Total (excluding void checks):		882,078.23
Total Payments: 169						Bank Total (excluding void checks):		882,078.23
Total Payments: 169						Grand Total (excluding void checks):		882,078.23

DATE SUBMITTED 11/20/2023
 SUBMITTED BY Parks & Recreation
 DATE ACTION REQUIRED 12/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: SUNRUNNERS CAR CLUB 38TH ANNUAL CARNE ASADA RUN CAR SHOW

1. AUTHORIZATION FOR SUNRUNNERS CAR CLUB TO HOST ITS 38TH ANNUAL CARNE ASADA RUN CAR SHOW ON MARCH 16, 2024 AT EAGER PARK FROM 10 AM-3 PM;
2. APPROVAL OF PARTIAL STREET CLOSURES AT THE INTERSECTIONS OF "G" STREET AND 10TH STREET, "H" STREET AND 10TH STREET, "G" STREET AND 9TH STREET, "H" STREET AND 9TH STREET;

DEPARTMENT INVOLVED: Parks and Recreation

BACKGROUND/SUMMARY:

Sunrunners Car Club has requested permission to host its 38th Annual Carne Asada Run Car Show at Papa A. Eager Park on Saturday, March 16, 2024 from 10 AM-3 PM.

In addition, Sunrunners Car Club is requesting the approval of partial street closures at the intersections of "G" Street and 10th Street, "H" Street and 10th Street, "G" Street and 9th Street, and "H" Street and 9th Street, for safety precautions. The requested closure time for the street intersections is from 6 AM to 5 PM. City of Imperial will provide barricades and cones for Sunrunners Car Club to conduct street closure.

Sunrunners Car Club has provided a Certificate of Insurance, naming the City of Imperial as additionally insured, and has also provided an Emergency Operational Plan for the event. For more information, or to review the 38th Annual Carne Asada Run Car map of the event layout, please see the attached documents.

FISCAL IMPACT:

None

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: It is the department's recommendation to approve Sunrunners Car Club to host its 38th Annual Carne Asada Run Car at Papa A. Eager Park on Saturday, March 16, 2024 from 10 AM to 3 PM and authorize the partial street closures at the intersections of "G" Street and 10th Street, "H" Street and 10th Street, "G" Street and 9th Street, and "H" Street and 9th Street for safety precautions.

DEPT. INITIALS

[Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

[Signature]

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



City of Imperial
SPECIAL EVENT APPLICATION

\$ _____ Application Fee

PROPOSED SITE PLAN MUST BE INCLUDED WITH APPLICATION

Event Location: <u>Eager Park</u>		
Event Name: <u>38th Annual Carne Asada Run</u>	Date(s) of Event (Days/Dates): <u>March 16th, 2024</u>	
Set-Up Time: <u>6:00 AM</u> to <u>10:00 AM</u>	Program Time: <u>10:00 AM</u> to <u>3:00 PM</u>	Clean-Up Time: <u>3:00 PM</u> to <u>5:00 PM</u>
Group/Organization: <u>Sunrunners Car Club of Imperial Valley</u>		
Contact Person: <u>Michael Taylor</u>	Alternate Contact Person: <u>Bob Bunch</u>	
Address: <u>1770 King Rd</u>	Address: <u>609 S. 3rd St</u>	
City & Zip Code: <u>Holtville CA 92250</u>	City & Zip Code: <u>Brownley CA 92227</u>	
Phone: <u>760 356-0627</u>	Cell Phone: _____	Phone: <u>760 344-6644</u> Cell Phone: <u>760 535-4419</u>
Email Address: <u>mikeT5289@gmail.com</u>	Email address: <u>Bunch 96@SBCglobal.net</u>	
Anticipated Total Event Attendance: <u>500</u>		
Event Description (Please describe purpose of event and activities): <u>Car show</u>		
What Assistance is requested from the City? <u>Street Closures, Park access, Electricity access, Restrooms serviced, Plate for curb access</u>		

Is this event open to the public?	☒ Yes ☐ No	If yes, please describe accessible toilets & hand wash stations: <u>on site facilities</u>
Will admission fees be charged?	Yes ☒ No ☐	If yes, please provide fee amount: _____
Will food/beverages be sold?	☒ Yes ☐ No	If yes, will a temporary food facility permit be obtained? ☒ Yes ☐ No <u>by vendors</u>
Will alcohol be served?	Yes ☒ No ☐	If yes, will an ABC permit be obtained? _____
Will other items be sold?	☒ Yes ☐ No	If yes, how many vendors? <u>TBD</u>
Will security be provided?	☐ Yes ☒ No	Will there be sound amplifications? ☒ Yes ☐ No
Describe the parking/traffic plan: <u>See event plan</u>		

EVENT AGREEMENT

I/We hereby certify that we shall be personally responsible, on behalf of our group/organization, for any damage or abuse of buildings, grounds, fields, equipment, or other facilities through the use of said premises by our group/organization. I/We agree to indemnify, hold harmless, defend and reimburse the City, its officers, employees, volunteers and agents from any liability, damage, penalty, expense or loss of any nature, including but not limited to, liability for injury to or death of persons, or damage to property arising out of or in connection with the event or approximately caused by the negligent or intentional act or omission of the applicant, or any person who is under the applicant's control. I/We agree to abide by and enforce the rules and regulations of the City of Imperial.

Signature of Applicant: Michael Taylor Date: 10-26-2023

FOR OFFICE USE ONLY		
Date Received/Initials:	Applicant Contacted:	SPECIAL EVENTS COMMITTEE
DOCUMENT CHECKLIST	ADDITIONAL REQUIREMENTS	Emailed to Committee:
Site Map ☐ Rec'd ☐ N/A	Business License ☐ N/A ☐ Rec'd	COMMITTEE REVIEW DATE:
Insurance ☐ Rec'd ☐ N/A	Vendor List ☐ N/A ☐ Rec'd	Police
Property Approval ☐ Rec'd ☐ N/A	Health Permit ☐ N/A ☐ Rec'd	Fire
Fees Due ☐ Rec'd _____	ABC License ☐ N/A ☐ Rec'd	Public Works
Receipt # _____	Security ☐ N/A ☐ Rec'd	Community Development
Notes:		Administrative Services
		Event Approved



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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	HARDING INSURANCE AGENCY, INC. PO BOX 131360 Carlsbad, CA 92013-1360 License #: 0F09658	CONTACT NAME: Josh Causing PHONE (A/C, No, Ext): (760)603-1100 FAX (A/C, No): (760)603-1102 E-MAIL ADDRESS: joshc@hardingInsuranceonline.com
INSURED	SAN DIEGO ASSOCIATION OF CAR CLUBS PO BOX 601384 San Diego, CA 92160	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. NAIC # 25895 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00006488-978063

REVISION NUMBER: 8

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	NBP1563718A	04/20/2023	04/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	NBP1563718A	04/20/2023	04/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0	Y	XL1626501A	04/20/2023	04/20/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Sunrunners Car Club of Imperial Valley

Event: Car Show

Event Date: 03/16/2024

Event Location: 9th and G Street, Imperial, CA. 92251, United States

City of Imperial is listed as additional insured on the General
(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

CANCELLATION

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

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

(JCC)

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AGENCY CUSTOMER ID: 00006488

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY HARDING INSURANCE AGENCY, INC.		NAMED INSURED SAN DIEGO ASSOCIATION OF CAR CLUBS	
POLICY NUMBER NBP1563718A			
CARRIER United States Liability Insurance Co.	NAIC CODE 25895	EFFECTIVE DATE: 04/20/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
 Liability Insurance. Excess to follow form. Sunrunners Car Club of Imperial Valley is insured as a chapter of San Diego Association of Car Clubs.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – LIABILITY, C., Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written

agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or

When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);

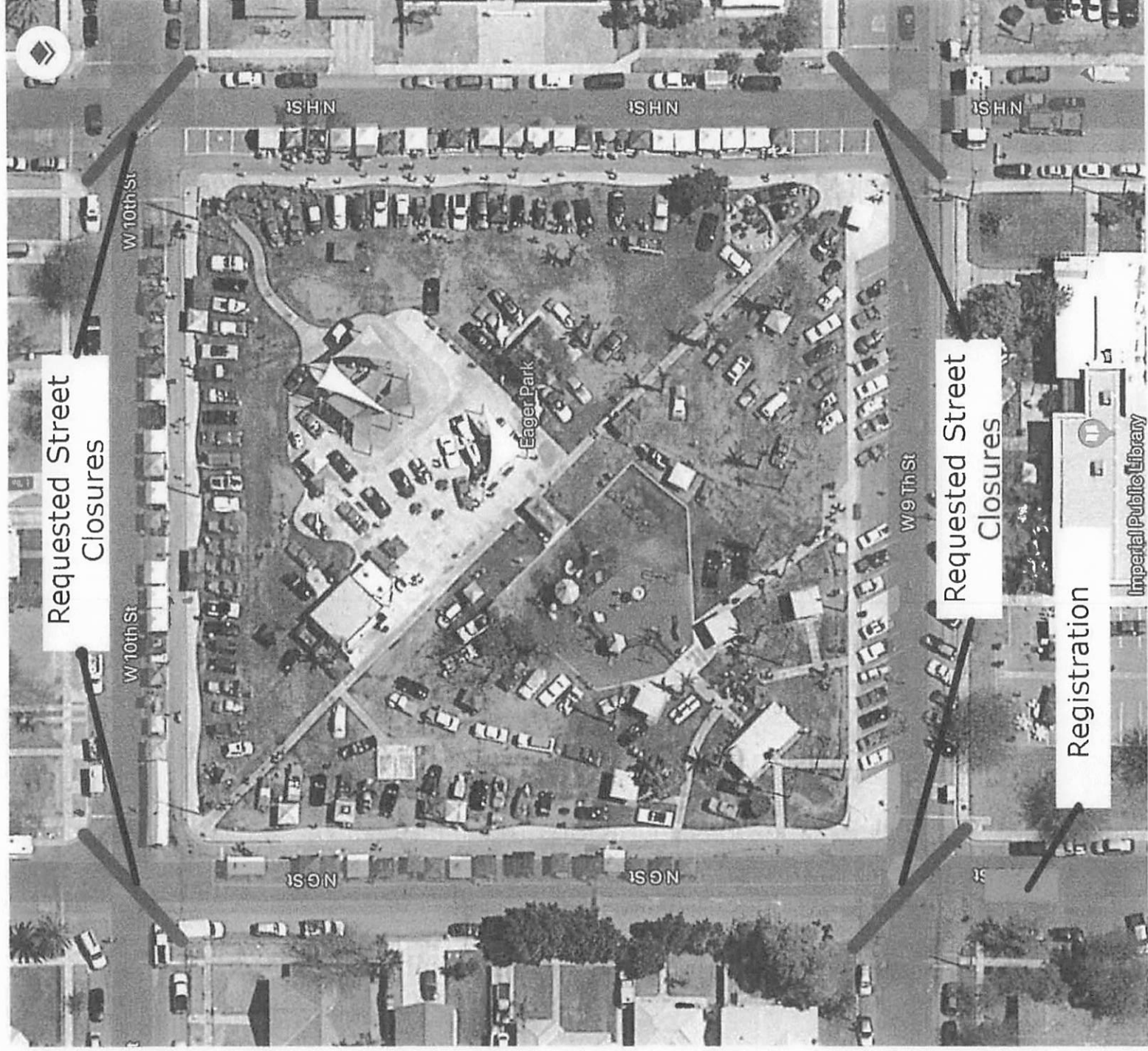
whichever occurs first.

2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the “products-completed operations hazard”.

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Sunrunners Car Club 38th Annual Carne Asada Run
Event Map

Event Date: 3/16/2024

Location: Eager Park, Imperial CA

Emergency Operational Plan
for the
Sunrunners Car Club of Imperial Valley
38th Annual Carne Asada Run Car Show
Event Date: 3/16/2024

Event Point of Contact

The point of contact for this event shall be:

Michael Taylor
Cell Phone: 760-356-0627

The alternate point of contact for this event shall be:

Bob Bunch
Cell Phone: 760-535-4419

Emergency Communication Plan

In the event of an emergency, the event point of contact (or alternate) shall call 9-1-1 by using his cell phone to notify emergency personnel of the emergency. The event point of contact can be located at the club raffle table located at the south west gazebo of the park or by calling his cell phone. The on-site music disk jockey can also page the event point of contact using the public address system at his disposal.

Emergency Evacuation Plan

In the event of an emergency requiring evacuation of the area, the public will be directed to exit the park to the south and gather across 9th street in front of the Imperial Public Library. The on-site music disk jockey will use the public address system to announce the evacuation and route as needed.



Shelter Location

Emergency Evacuation Route
and shelter location

On-site Police and Fire/Emergency Services

It is not anticipated that on-site Police or Fire/Emergency services will be needed for this event.

DATE SUBMITTED 11/29/23
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 12/06/23

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

IMPERIAL CITY COUNCIL AGENDA ITEM

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

DEPARTMENT INVOLVED: Public Services - Streets

BACKGROUND/SUMMARY:

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

The City is working diligently to repair and restore control of intersection. Expected shipment date & new equipment is 4-6 months from June.

FISCAL IMPACT: \$32K to date TBD

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Approve Continuance

DEPT. INITIALS

JS

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED 11/29/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 12/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Purchase Forklift

1. Discuss, approve/disapprove purchase of Budgeted Forklift

DEPARTMENT INVOLVED:
 Public Services - WTP

BACKGROUND/SUMMARY:

Public Services would like to move forward with purchasing a budgeted Forklift for the Water Treatment Department. We reached out to 3 vendor and received the following quotes:

- Pape Material Handling - \$71,369.50 with delivery & freight + tax & fees
- Williams Automation - \$45,000 with delivery + tax & fees
- Jordan Central - \$46,013.25 with tax, fees & delivery

Public Services recommends to purchase budgeted equipment from Jordan Central that has provided formal pricing, including all fees and delivery with current equipment in-stock.

FISCAL IMPACT: Not to Exceed \$60K

GL 50-510-5442 – Equipment Other

FINANCE
INITIALS

pa

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

JS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

Stacy

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

JORDAN / CENTRAL IMPLEMENT CO.

SALES - RENTALS
PARTS
LEASING - SERVICE



1280 EAST MAIN STREET
BRAWLEY, CALIFORNIA 92227
TELEPHONE (760) 344-3322
FACSIMILE (760) 344-8249

950 SOUTH DOGWOOD ROAD
EL CENTRO, CALIFORNIA 92243
TELEPHONE (760) 352-3215
FACSIMILE (760) 353-2894

212 NORTH CARLTON AVENUE
BLYTHE, CALIFORNIA 92225
TELEPHONE (760) 922-7232
FACSIMILE (760) 922-6570

45080 GOLF CENTER SUITE G
INDIO, CALIFORNIA 92201
TELEPHONE (760) 342-7100
FACSIMILE (760) 342-7111

Ship To :
IN STORE PICKUP

Invoice To :
CITY OF IMPERIAL
PUBLIC WORKS
420 SOUTH IMPERIAL AVE
IMPERIAL CA 92251

Branch 02 - EL CENTRO		
Date 08/24/2023	Time 14:02:12 (O)	Page 1
Account No. 34775	Phone No. 7603554371	Invoice No. Q00272
Ship Via	Purchase Order	
Sales Tax Licence No.	Federal Exemption No.	
MARC A GRAY		Salesperson MG2

BILL FOR PAYMENT 760-996-6951

760-623-3438

EQUIPMENT INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/23/2023 Amount

WARNING: SOME PRODUCTS CONTAIN CHEMICALS KNOWN TO THE STATE OF CA TO CAUSE
CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. ADVERTENCIA: ALGUNOS
DE ESTOS PRODUCTOS CONTIENEN QUIMICOS QUE EL ESTADO DE CALIF RECONOCE COMO
CAUSANTES DE CANCER Y DEFECTOS DE NACIMIENTO U OTROS DAÑOS REPRODUCTIVOS.

Stock #: C009214 Serial #: PTA51938 42500.00

New 2022 TA ZFD35P

New 2022 ZFD35P DIESEL 8000 LB FORKLIFT

Sale # 01 Subtotal: 42500.00
Total: 42500.00

Miscellaneous Charges/Credits

=====

CA TIRE RECYCLE FEE Qty: 4 Price: 1.75 7.00

Miscellaneous Charges/Credits Total: 7.00

Subtotal: 42507.00

Full Tax: 3506.25

Quote Total: 46013.25

Authorization: _____

ALL INVOICES ARE DUE AND PAYABLE UPON PRESENTATION, NET, ON THE 10th OF THE MONTH FOLLOWING THE DATE
OF PURCHASE. A FINANCE CHARGE OF 1 1/2% PER MONTH. Equal To An ANNUAL RATE OF 18% Will Be Charged On Balances
Due Thereafter.

Should Seller Bring Legal Action For Collection, Buyer Shall Pay Reasonable Attorney's Fees And Court Costs.
A MINIMUM OF 15% HANDLING CHARGE WILL BE MADE ON ALL SPECIAL ORDER PARTS RETURNED.

SIGNATURE

When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-USE Off-road Diesel Vehicle Regulation. It
therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California
Air Resources Board website at: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>

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SIGNUP



2023 Viper FD35 8000LB Pneumatic Forklift Diesel Lift Truck Hi Lo 89/189

\$45,000.00

SKU:10007

[? Ask A Question](#)

[ADD TO CART](#)

- 1 +

 Order Now, Only 1 Left!

 Estimated Delivery between **Monday 20 November** and **Friday 24 November** with free shipping.
Overnight shipping is also available.



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BUSINESS**



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AUTOMATION
EXTENDED
WARRANTY**



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DESCRIPTION

DESCRIPTION

- 8000LB Capacity
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- 189" Raised
- Air Pneumatic Tires
- Load Backrest
- Backup Alarm
- Led Lights and Turn Signals
- Twin USB Power/Charging Ports
- Side Shifter
- Fork Positioner
- 48" Forks



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sales@williamsautomation.com

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**MATERIAL
HANDLING**

PAPE MATERIAL HANDLING
2600 SOUTH PECK ROAD
CITY OF INDUSTRY, California 90601
Phone: 562-692-9311



View my Truck in my
Space



MODEL: H80FT

CUSTOMER DETAILS

CUSTOMER	City of Imperial		
ADDRESS	420 South Imperial Ave, Imperial , CA 92251		
SHIP-TO ADDRESS	420 South Imperial Ave, Imperial , CA 92251		
CONTACT NAME	Javier Renteria	TITLE	Manager
PHONE	760-457-5124		
PROPOSED BY	Eric Carnes	TITLE	Territory Manager
PHONE	760-472-8776	EMAIL	ecarnes@papemh.com
DATE	2023-011-20	QUOTE EXPIRATION	2023-12-17



PAPE MATERIAL HANDLING
2600 SOUTH PECK ROAD
CITY OF INDUSTRY, California 90601
Phone: 562-692-9311



Quoted: H80FT - 2

Hyster® H80FT lift truck: 8,000 lb. capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H80FT lift truck: 8,000 lb. capacity, Class V	1
Construction	Keyswitch Start	
Powertrain	Engine - Kubota 3.8L LPG Brakes - Premium Oil-Cooled Wet Disc Brakes Single Pedal Inch/Brake Arrangement Electronically Controlled Powershift 1-Speed Transmission	
Powertrain Options	High Air Intake Counterweight Rear Exhaust Pressure Sensing Low LPG Fuel Indicator 43.5 lb Aluminum LPG Fuel Tank with Auxiliary Fill Valve Swing Out LPG Tank Bracket Heavy Duty Anti-Clog Radiator with Combi-Cooler UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift Mast - Class III - 173" (4415mm) Maximum Lift Height - 86" (2171mm) Overall Lowered Height - 53" (1359mm) Free Lift Height without Load Backrest - 223" (5662mm) Overall Extended Height with Load Backrest Mast Tilt - 6° Forward / 5° Back	
Carriages & Attachments	48" (1220mm) Wide - Class III - Hook Type Side Shift 48" (1220mm) High Load Backrest Extension	
Forks	48" Long x 2" Thick x 5" Wide (1220mm x 50mm x 125mm) - Class III Hook Type - Standard Taper Forks	
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Standard Displacement Hydraulic Pump	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	Drive Tires - 250 x 15 - Pneumatic Shaped Solid (PSS) - Standard Tread Width	



PAPE MATERIAL HANDLING
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CITY OF INDUSTRY, California 90601
Phone: 562-692-9311



	Steer Tires - 7.00 x 12 - Pneumatic Shaped Solid - Standard Compound
Operator Compartment	89" (2258mm) Overhead Guard - Grid Style
	Rear Drive Handle with Horn Button
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column
	Steering Wheel with Spinner Knob
Seat	Full-Suspension Vinyl Seat
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Fully Enclosed Hood and Side Panels - Non-Vented
Lights & Alarms	Work Lights - LED Plastic Lens - 2 Front and 1 Rear
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels
Fees & Surcharges	Freight
	Fees & Surcharges
Tariff	Tariff Surcharge
	Destination Charge



**MATERIAL
HANDLING**

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CITY OF INDUSTRY, California 90601
Phone: 562-692-9311



Total Investment

Price H80FT - 2

\$71,369.50 Ea. Plus tax Net 10
day terms

Qty: 1

Quoted Quantity

1

TOTAL:

\$71,369.50

F.O.B. Factory (factory freight not included). Price is exclusive of any taxes. Due to volatility of supply chain, transportation, lead times etc., we reserve the right to revise our pricing in direct correlation to price surcharges/increases received from the OEM. Lease payment quotes are subject to possible interest rate indexing at time of delivery. This sales order/proposal is subject to Pape' Material Handling's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or email to Buyer upon request.

Proposal By:

Eric Carnes

Accepted By:

Signature:

Signature:

Date Signed:

Date Accepted:

PO Number:

Agenda Item No. B-5

DATE SUBMITTED 11/28/2023
 SUBMITTED BY Kristen Smith
 DATE ACTION REQUIRED 12/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Authorization to reject claim CW File Number CJP-3050008 as recommended by Carl Warren & Company.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Recommendation from Carl Warren & Company to reject claim CW File Number CJP-3050008 submitted by Monica Dexter on October 23, 2023.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>DP</u>
STAFF RECOMMENDATION: Staff recommends approval to reject claim.	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve staff recommendation.	CITY MANAGER'S INITIALS <u>DM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:	



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

TO: City of Imperial

11/2/2023

ATTENTION: Kristen Smith

RE: Claim : Inter Ins. Exch/Monica Dexter V. City of Imperial
 Claimant : Inter Ins. Exch/Monica Dexter
 Member : City of Imperial
 Date Rec'd by Mbr : 10-23-2023
 Date of Event : 08-21-2023
 CW File Number : CJP-3050008

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and a copy of the Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence. (Gov. Code, Sec. 911.2)

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

<u>Monica Dexter</u>	<u>Unk</u>	<u>UNK</u>	<u>UNK</u>	<u>UNK</u>
Name of Claimant	Address	Zip	Phone	Age

7123 Pearl Rd. STE 400 Cleveland, OH 44130

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 08/21/2023

WHERE did damage or injury occur? Palm Ave near 13th

HOW and under what circumstances did damage or injury occur? IV traveling on Palm Ave and struck a pothole

IV had completed a left turn from 13th st onto Palm. Inad traveling in the middle lane traveling 15-20mph

when felt the impact from the pothole causing the left front end rear tires to pop. loss was in front of the trailer park. Inad was able to pull over into the trailer park.

WHAT particular action by the City, or its employees, caused the alleged damage or injury? (Include Names of Employees, if known)

due to heavy rains - Hurricane Hilary over the weekend it caused road damages which city did not take care of or maintain

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible)

Property damage

\$ 4234.00

Rental

\$ 1050.00

Total Amount Claimed

\$ 5,284.00

\$

NAMES and addresses of witnesses, Doctors and Hospitals:

N/A

 Rep For Ditchey Geiger LLC, Atty's For AAA A/S/O Monica Dexter 10/16/23
Signature of Claimant

Date

DITCHEY GEIGER, LLC

Attorneys at Law

7123 Pearl Road - Suite 400

Cleveland, Ohio 44130

Telephone 216.348.9700 - Facsimile 888.232.1934

www.DitcheyGeiger.com

October 16, 2023

**City of Imperial Beach
420 So. Imperial Ave.
Imperial, CA 92251**

Attention: Handling Rep

**RE: Interinsurance Exchange of the Automobile Club (AAA)
Client File No.: 016013312
DG File No.: 23-473418
Type of Claim: AutoIns
Date of Claim: 08-21-2023
Your Insured: Damaged Party: Monica Dexter
Your Claim/Reference No.: NEW CLAIM SUBMISSION
Claim Amount: \$5,284.80**

CLAIM NOTICE

The above captioned claim has been assigned to this law firm for further handling. Accordingly, please process for immediate payment. Thank you.

**Make your draft payable to:
DITCHEY GEIGER, LLC - Attorneys for Interinsurance Exchange of the Automobile Club (AAA)**

**Send all payments to:
DITCHEY GEIGER, LLC
7123 Pearl Road - Suite 400
Cleveland, Ohio 44130**

Tax Identification No.: 20-4609903

If you have any questions or wish to discuss this matter, please contact the undersigned. Otherwise, payment in full is expected. Your prompt attention to this matter will be appreciated.

Respectfully,

**Anthony Fuentes
Account Representative: Insurance Claims Group
216.348.9700 x166
Anthony.Fuentes@DitcheyGeiger.com**

DATE SUBMITTED 11/30/2023

SUBMITTED BY City Attorney

DATE ACTION REQUIRED December 6, 2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Acceptance of deed for Water Distribution Line at Ironwood Acres Estates.

BACKGROUND/SUMMARY:
 Ironwood Acre Estates is a residential development built in approximately 2000. Coyne was the developer and initial owner involved in this development. A water distribution pipeline was installed at the time of development to provide service to these homes through the City of Imperial (as provided to other residents). Upon review of the records, the water distribution property was intended to be transferred to the City of Imperial after completion of the development. The residents have been paying the City of Imperial for water services and those services were provided to those homeowners. The attached deed will formally transfer these water distribution lines to the City of Imperial as was initially intended. The Ironwood Acre Estates Landowners Association has been coordinating and cooperating with the City to complete this matter.

FISCAL IMPACT: The maintenance and operation will continue to be completed by the City of Imperial Public Services Department and residents would continue to be billed for traditional services pursuant to City Ordinance (maintaining the status quo).

FINANCE
INITIALS 

STAFF RECOMMENDATION: Agree to accept transfer of the Deed from Coyne to the City of Imperial and recommend the City record the deed with the County of Imperial.

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION:
approve stop recommendation

CITY
MANAGER's
INITIALS 

MOTION:

SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

**Recording Requested by and
When Recorded Return to:**

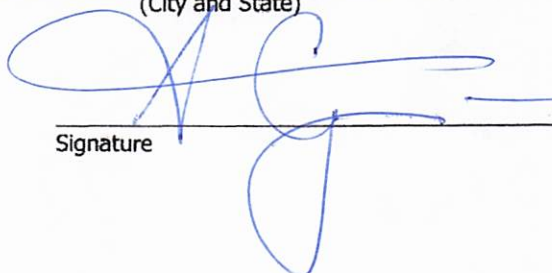
Kristina Shields, City Clerk
City of Imperial
420 S. Imperial Avenue
Imperial, California 92251

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, I, Martin D. Coyne, represent that, as the present fee title owner(s) of record of the herein described real property, do hereby grant to the City of Imperial all right, title and interest the existing water distribution pipeline situated along Worthington Road between "B" Street and Nance Road, on Nance Road between Worthington Road and Coyne Road, and within the Ironwood Acres Subdivision, partially in the City of Imperial, California, and partially in the unincorporated area of Imperial County, together with all appurtenant right associated with the operation and maintenance of said water line.

Executed on NOVEMBER 20, 2023, at EL CENTRO, CALIFORNIA
(Date) (City and State)



Signature

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

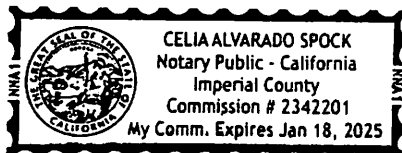
) ss.

COUNTY OF IMPERIAL)

On NOV. 20th, 2023 before me, CELIA ALVARADO SPOCK, Notary Public, personally appeared MARTIN O. COYNE 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.



Celia Alvarado Spock
Notary Public

WATER DISTRIBUTION LINE AGREEMENT

This Water Distribution Line Agreement ("Agreement"), is entered into on July __, 2022 ("Effective Date") in Imperial, California by and between Martin D. Coyne, an individual, and any affiliated companies of Martin D. Coyne, ("Coyne"), and the City of Imperial, a subdivision of the State of California ("City"), and Ironwood Acre Estates, Landowners Association For Track 901, 915, 916 & 934 ("Association"). In this Agreement, Coyne, City and Association are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Ironwood Acre Estates is a residential development built in approximately 2000; and
- B. Coyne was a developer and owner involved in building Ironwood Acre Estates; and
- C. A water distribution pipeline was installed during the time of development to provide water service to homes including the Ironwood Acre Estates residences from the City of Imperial; and
- D. Current property records shows that water distribution pipeline situated along Worthington Road as described in **Exhibit A** is still owned by Coyne; and
- E. As part of the development, the Association was formed to address all property matters, including the water distribution line, in Ironwood Acre Estates including Tracks 901, 915, 916 and 934; and
- F. For over a decade, the City has been providing water service and has been charging monthly fees for such service; and
- G. The Parties desire to have the City accept ownership of the Water Distribution Line and operate the line in the City's normal course of business; and
- H. The City is willing to accept ownership of the line, continue to charge and operate the line consistent with all applicable rules and regulations; and
- I. It is the intent of the Parties to resolve this matter at no charge and to have the City take ownership of responsibility for service and maintenance; and

TERMS AND CONDITIONS

For good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1.0 Transfer of Property

1.1 Coyne will transfer the waterlines to the City.

1.2 City intends to continue owning the waterlines and serving the parties at the rates adopted by the City for such service.

1.3 Association and Coyne agree to transfer all required legal rights to the waterlines to City.

1.4 During any transition and prior to execution of agreement, Association and Coyne agree to authorize City and their authorized employees, agents, contractors, consultants and subcontractors, a non-exclusive, temporary license to perform any work necessary to continue providing water services necessary for these lines.

2.0 RELEASE

2.1 Release of Claims by Coyne

Except as reserved in herein, Coyne releases and discharges all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which Coyne or any of its agents, shareholders, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against Owner and their agents, shareholders, representatives, sureties, insurers, employees, predecessors, successors and/or assigns, based upon or arising out of the transfer or work necessary to meet the terms of this agreement.

2.2 Release of Claims by Association

Except as reserved in herein, Association releases and discharges all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which Association or any of its agents, shareholders, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against Owner and their agents, shareholders, representatives, sureties, insurers, employees, predecessors, successors and/or assigns, based upon or arising out of the transfer or work necessary to meet the terms of this agreement.

2.1 Release of Claims by City

Except as reserved in herein, City releases and discharges all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which City or any of its agents, shareholders, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against Owner and their agents, shareholders, representatives, sureties, insurers, employees, predecessors, successors and/or assigns, based upon or arising out of the transfer or work necessary to meet the terms of this agreement.

2.3 Released Matters

The releases are collectively referred to as the "Released Matters."

2.4 Matters Not Included in the Released Matters

2.4.1 The Released Matters do not include any liability or obligation created by this Agreement.

2.5 Waiver of Rights Pursuant to Civil Code Section 1542

With respect to the Released Matters, each Party expressly waives any and all rights which it may have under the provisions of section 1542 of the California Civil Code, which section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, with knowledge of the provisions of section 1542, and for the purpose of implementing a full and complete release of the Released Matters, each Party acknowledges this Agreement is intended to include in its effect, without limitation, all of the claims that were or could have been raised, even those which a Party did not know of or suspect to exist in its favor at the time of execution of this Agreement and that this Agreement contemplates extinguishment of all such claims that were or could have been raised, even those which would have materially affected the releasing Party's decision to enter into this Agreement. Each Party similarly waives any and all rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to section 1542.

3.0 GENERAL PROVISIONS

3.1 Admissibility of Release

No evidence of this Agreement or any of its terms, and no evidence of any discussion or communications made or information or materials transmitted in the course of negotiations for this Agreement, shall be admissible or presented in any action or proceeding before any court, agency, or other tribunal, as evidence of or relevant to any Released Matters, or as evidence that a Party or any of their respective agents, shareholders, representatives or employees have committed any violation of contract or law, or are liable to any person for any reason other than for the enforcement of this Agreement.

3.2 No Reliance

Each Party acknowledges: (i) this Agreement is the resolution of a fully matured set of facts and each Party individually declares and represents it is executing this Agreement in reliance solely on its own judgment, belief, and knowledge of the facts surrounding the transactions described in this Agreement; (ii) this Agreement is made without reliance upon any

statement or representation not contained in this Agreement of any other Party, or any representative, agent or attorney of any other Party; (iii) no promise, inducement or agreement not expressed in this Agreement has been made to any Party; and (iv) the recitals, terms and conditions contained in this Agreement are contractual and not mere recitals.

3.3 Discovery

Each Party acknowledges it may subsequently discover facts different from, or in addition to, those which it now believes to be true with respect to the Released Matters and agree this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts.

3.4 Opportunity for Advice of Attorneys

Each Party further represents, warrants and agrees that in executing this Agreement, it does so with full knowledge of any and all rights which it may have with respect to the other Party and that each Party has received, or had the opportunity to receive, independent legal advice from such Party's attorneys with respect to the facts involved in the controversy compromised by this Agreement and with regard to such Party's rights and asserted rights arising out of such facts.

3.5 Assignment of Rights

Each Party represents and warrants it has not assigned its rights in any of its claims against the other to any other person or entity and each Party has full authority to bind the Party for which it signs to this Agreement.

3.6 Entire Agreement

The provisions of this Agreement constitute the entire agreement among the Parties and supersede all prior negotiations, proposals, agreements and understandings regarding the subject matter of this Agreement.

3.7 Additional Documents

The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent or provisions of this Agreement.

3.8 Assignees

This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, dba's or any other associated entities.

3.9 Interpretation of Agreement

This Agreement and its provisions shall not be construed or interpreted for or against any Party because that Party drafted or caused the Party's attorney to draft any of its provisions.

3.10 Execution in Counterparts

This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

3.11 No Promise or Warranty

No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.

3.12 Modification

No modification of this Agreement shall be valid unless agreed to in writing by the Parties.

3.13 Choice of Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

3.14 Enforcement of Agreement

In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS
A GENERAL RELEASE OF CLAIMS KNOWN AND UNKNOWN.**

The Parties have executed and delivered this Agreement consisting of (6) pages and zero exhibits.

Coyne

Signature: _____

Printed Name: _____

Date: _____

Association

Title: _____

Signature: _____

Date: _____

City of Imperial

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DATE SUBMITTED 11/30/2023
 SUBMITTED BY City Attorney
 DATE ACTION REQUIRED December 6, 2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Adoption of ordinance prohibiting outdoor smoking at City parks and at City signature events.

BACKGROUND/SUMMARY:
 After presentations from a local advocacy group, the City attorney has drafted rules prohibiting outdoor smoking at City owned recreational areas and public event areas.

FISCAL IMPACT: The Parks & Recreation Department will post signage at the parks for enforcement. This will cost approximately \$19,000, which includes staff time and materials.

FINANCE
INITIALS DP

STAFF RECOMMENDATION: Adopt the first reading of the ordinance prohibiting smoking at City recreational areas and City public event areas.

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION:
approve staff recommendation

CITY
MANAGER'S
INITIALS DTM

MOTION:

SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:
---	---

ORDINANCE NO. 828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADDING RESTRICTIONS TO OUTDOOR SMOKING IN DESIGNATED AREAS

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

Section 1: Adding the following Chapter to the City Ordinances:

“CHAPTER 27. OUTDOOR SMOKING RESTRICTIONS.

Section 1. DEFINITIONS.

For the purposes of this chapter the following definitions shall govern unless the context clearly requires otherwise:

(A) “Cannabis” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

(B) “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(C) “Employee” means any person who is employed or retained as an independent contractor by any employer in consideration for direct or indirect monetary wages or profit, or any person who volunteers his or her services for an employer.

(D) “Employer” means any person or nonprofit entity that retains the service of one or more employees.

(E) “Enclosed area” means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

(F) “Person” means any natural person, business, corporation, partnership, cooperative association, personal representative, receiver, trustee, assignee, or any other legal entity.

(G) “Place of employment” means an area under the control of an employer that an employee or the general public may enter in the normal course of operations, regardless of the hours of operation, including work areas and construction sites.

(H) “Public event areas” means any publicly or privately-owned place used for an event open to the general public, regardless of any fee or age requirement, of events hosted by the City of Imperial, including, but not limited to the City of Imperial Signature events.

(I) “Recreational area” means any area owned by the City of Imperial that is open to the general public for recreational purposes, regardless of any fee or age requirement. The term “Recreational Area” includes, but is not limited to, facilities, parks, playgrounds, athletic fields, restrooms, beaches, picnic areas, spectator and concession areas, walking paths, gardens, hiking trails, bike paths, skateboard parks, and aquatic areas.

(J) “Smoke” or “Smoking” means:

- (1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic;
- (2) carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant

product, whether natural or synthetic, intended for inhalation; or
(3) using an electronic smoking device or hookah.

(K) "Tobacco product" means:

(1) any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(L) "Tobacco product waste" means any component, part, or remnant of any tobacco product. Tobacco product waste includes any waste that is produced from the use of a tobacco product, including all tobacco product packaging and incidental waste such as lighters or matches, whether or not it contains tobacco or nicotine.

(M) "Tobacco use" means the act of smoking or the consumption of any other tobacco product in any form.

(N) "Unenclosed area" means any area that is not an enclosed area.

Section 2. PROHIBITION OF SMOKING IN UNENCLOSED AREAS.

(A) Smoking is prohibited in the unenclosed areas of the following places within the City of Imperial:

(1) Recreational areas, including but not limited to City of Imperial parks; or

(2) Public event areas.

(B) Nothing in this chapter prohibits any person or employer with control over any property from prohibiting smoking on any part of such property, even if smoking is not otherwise prohibited in that area.

Section 3. ENFORCEMENT

(A) No person or employer shall permit smoking in an area that is under the control of that person or employer and in which smoking is prohibited by this article or any other law.

(B) It is recommended that a person or employer that has control of an area in which smoking is prohibited by this chapter shall post a clear, conspicuous, and unambiguous "No Smoking" or "Smoke-Free" sign at each entrance to the area, and in at least one other conspicuous point within the area. The presence or absence of signs shall not be a defense to a charge of smoking in violation of any other provision of this chapter.

(C) City staff and volunteers will be notified about the requirements of this chapter as deemed appropriate by the City Manager.

(D) City staff will communicate the requirements of this chapter to public event organizers. City staff may also make periodic observations of recreational areas and other city property covered by this chapter to monitor for compliance. Anyone found by city staff to be violating this chapter will be reminded of its requirements and asked to comply before being subject to ejection from the property.

(E) A person or employer that has control of an area in which smoking is prohibited by this chapter shall direct anyone who is smoking in violation of this chapter to extinguish the product being smoked. If they do not stop smoking, the person or employer shall refuse any service and shall immediately ask them to leave the property. If the ejection is from a public event, it shall be for the duration of the public event.

(F) No person or employer shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this chapter.

Section 4. VIOLATIONS AND PENALTIES.

(A) Each refusal to comply with a request from a city employee in violation of this Chapter may be subject to a fifty dollar (\$50) administrative fine.

(B) A person or employer that has control of an area in which smoking is prohibited by this chapter and that fails to comply with this chapter shall be guilty of an administrative fine punishable by:

(1) A fine not exceeding one hundred dollars (\$100) for a first violation.

(2) A fine not exceeding one hundred and fifty dollars (\$150) for a second violation within one year.

(3) A fine not exceeding two hundred and fifty dollars (\$250) for each additional violation within one year.

(C) Multiple violations of this chapter by a person or employer that has control of an area in which smoking is prohibited by this chapter may result in the suspension or revocation of any permit or license issued to the person for the property on which the violations occurred.

(D) Any violation of this chapter is hereby declared to be a public nuisance.

(E) Any violation of this chapter may be remedied by a civil action brought by the city attorney including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

(F) Each instance of smoking in violation of this chapter shall constitute a separate violation. For violations other than for smoking, each day of a continuing violation of this chapter shall constitute a separate violation.

(G) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.”

Section 5. Severability. If Any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

Section 6. Effective Date Publication. This ordinance shall take effect thirty (30) days after the date of its adoption. The City Clerk is hereby directed to publish this ordinance pursuant to California Government Code section 36933.

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 6th day of December, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

KRISTINA M. SHIELDS,
City Clerk



Park Rules & Regulations

- Park Hours - Sunrise to Sunset (Section 12.08.040)
- No Consumption of Alcohol (Section 12.08.010)
- Park is a Smoke Free Zone (Section 5.23.040)
- No Skateboarding, Rollerblading, or Roller Skating (Section 12.16.010)
- No Loitering In or Near Restrooms (Section 12.08.060)
- No Destroying Plant Material (Section 12.08.070)
- No Defacing Park Facilities (Section 12.08.080)
- No Unruly Conduct or Language (Section 12.08.090)
- All Pets Must be Leashed - Owner Must Pick-up after Their Pets (Section 12.08.100)
- No Weapons or Paintballs (Section 12.08.110)
- No Firecrackers or Fireworks (Section 12.08.120)
- No Fires Except in BBQ's (Section 12.08.130)
- No Solicitation and/or Sale (Section 12.08.140)
- No Disposing of Outside Rubbish (Section 12.08.150)
- No Amplified Music (Section 12.08.090)
- No Vehicles Allowed on Grounds (Section 10.48)
- No Parking along Red Painted Curbs/Fire Lanes (Section 12.08.050)

If you are witness to any acts of vandalism or graffiti, please contact
(951) 304-COPS (2677)

For questions, contact the Murrieta Community Services Department
41810 Juniper Street, Murrieta, CA 92562
(951) 304-PARK (7275)

Cost Breakdown for Park Rules and Regulation Signage

This presentation is for City Council to see the cost associated with adding park signage to all 17 locations that will incorporate park hours and rules, which will also include no smoking.

Benefits of Park Rules with No Smoking Messaging

These are examples of park rules and regulations that can be enforced and how they can benefit the community.

1 Park Rules and Regulations 📜

No littering, No feeding wildlife, No alcohol allowed, No loud music, No camping without permission, No off-leash pets

2 Health & Safety 🚫

No smoking signs protect park visitors from second-hand smoke exposure, promoting a healthier environment.

3 Nature Conservation 🌿

By having these signs in place, it will help preserve the natural surroundings, reducing fire risks and preventing litter.

4 Community Engagement 🧡

Installing rules and regulation signs with no smoking included demonstrates social responsibility, promoting a sense of unity and respect among park-goers.

Cost Analysis

1 — Sign Materials & Designs 💡

The park signs will incorporate hours, rules and regulations with a no smoking component. The design will be a square with a two pole in ground support, high heat tolerant coating, and anti-graffiti protection.

2 — Installation 💪

Installation will be handled in house by the Parks and Recreation Department with no additional labor or installation cost to the city budget.

3 — Impact to the Budget 💰

Cost associated with the purchase and installation for all the City park locations will be a direct impact on the general fund. These signs were not budgeted for the 2023-2024 fiscal year.

Project cost estimate: \$19,000.00

Signage

- 17 4×6 signs with high heat and anti-graffiti coating
- Approximately \$1,000.00 per sign

Staff Time

- 6 hours per sign
- 17 signs total

Installation Cost

- City staff time

Material Cost

- 34 4×4×10 pressure treated posts
- Nuts, bolts, and hardware
- 51 bags of concrete (3 pages per sign)

DATE SUBMITTED 11/27/2023
 SUBMITTED BY Finance Department
 DATE ACTION REQUIRED 12/06/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ ACTION: REPUBLIC SERVICES ANNUAL RATE ADJUSTMENT

1. APPROVAL OF REPUBLIC SERVICES COST PRICE INDEX (CPI)
 ADJUSTMENT OF FOUR PERCENT (4%) FOR WASTE AND RECYCLING
 SERVICES IN THE CITY OF IMPERIAL.

DEPARTMENT INVOLVED: FINANCE

BACKGROUND/SUMMARY:

The City of Imperial has an agreement with Republic Services (aka Allied Waste) for Residential and Commercial Waste and Recycling Collection services. The agreement calls for an annual rate adjustment of no more than five percent (5%) per calendar year. CPI is currently at 5.3%; however, in an effort to be consistent with neighboring jurisdictions contractual agreements, Republic Services has proposed an increase of no more than four percent (4%).

FISCAL IMPACT: CPI will be applied to waste services charge of the Imperial Utility Bill.

\$1.06 per Utility Bill.

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: It is staff's recommendation to approve the CPI of 4%.

DEPT.
INITIALS

CITY MANAGER'S RECOMMENDATION:

approve

CM
INITIALS

JKM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()

REFERRED TO:

Economic News Release



Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, October 2023

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Sep. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Oct. 2022- Oct. 2023	Sep. 2023- Oct. 2023	Jul. 2023- Aug. 2023	Aug. 2023- Sep. 2023	Sep. 2023- Oct. 2023
All items	100.000	3.2	0.0	0.6	0.4	0.0
Food	13.372	3.3	0.3	0.2	0.2	0.3
Food at home	8.552	2.1	0.3	0.2	0.1	0.3
Cereals and bakery products	1.157	4.2	0.0	0.5	-0.4	0.2
Cereals and cereal products	0.360	2.5	-0.4	-0.3	0.2	-0.3
Flour and prepared flour mixes	0.061	3.2	-0.5	-0.9	0.1	0.9
Breakfast cereal ⁽¹⁾	0.143	3.5	0.6	-1.1	-0.5	0.6
Rice, pasta, cornmeal	0.155	1.4	-1.3	-0.2	0.5	-0.7
Rice ⁽¹⁾⁽²⁾⁽³⁾		1.0	-0.9	-0.3	-1.3	-0.9
Bakery products ⁽¹⁾	0.798	4.9	0.3	0.5	-0.2	0.3
Bread ⁽¹⁾⁽²⁾	0.224	6.3	1.0	-0.8	0.3	1.0
White bread ⁽¹⁾⁽³⁾		7.1	1.0	-0.2	0.6	1.0
Bread other than white ⁽¹⁾⁽³⁾		5.6	1.1	-1.2	0.0	1.1
Fresh biscuits, rolls, muffins ⁽²⁾	0.117	5.7	0.4	2.3	-0.7	0.4
Cakes, cupcakes, and cookies ⁽¹⁾	0.206	3.7	-1.0	0.6	-0.4	-1.0
Cookies ⁽¹⁾⁽³⁾		5.1	-1.1	0.1	0.1	-1.1
Fresh cakes and cupcakes ⁽¹⁾⁽³⁾		4.4	-0.3	1.0	-1.0	-0.3
Other bakery products	0.251	4.4	0.5	0.8	-0.4	0.7
Fresh sweetrolls, coffeecakes, doughnuts ⁽¹⁾⁽³⁾		5.1	1.5	0.6	-1.0	1.5
Crackers, bread, and cracker products ⁽³⁾		6.0	0.5	0.4	0.4	1.1
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁽³⁾		2.7	1.4	1.8	-2.4	0.7
Meats, poultry, fish, and eggs	1.780	0.4	0.7	0.8	0.5	0.7
Meats, poultry, and fish	1.670	2.4	0.8	1.0	0.4	0.7
Meats	1.044	4.0	1.3	1.0	0.9	1.0
Beef and veal	0.460	8.9	1.0	1.2	0.6	1.2
Uncooked ground beef ⁽¹⁾	0.164	7.9	1.5	0.4	0.6	1.5
Uncooked beef roasts ⁽²⁾	0.060	9.7	1.2	0.0	0.3	4.1

Footnotes

(1). Not seasonally adjusted.

(2). Indexes on a December 1997=100 base.

(3). Special index based on a substantially smaller sample.

(4). Indexes on a December 2007=100 base.

(5). Indexes on a December 2005=100 base.

(6). Indexes on a December 1986=100 base.

(7). Indexes on a December 1993=100 base.

(8). Indexes on a December 2009=100 base.

(9). Indexes on a December 1990=100 base.

(10). Indexes on a December 1983=100 base.

(11). Indexes on a December 2001=100 base.

(12). Indexes on a December 2019=100 base.

(13). Indexes on a December 1982=100 base.

(14). Indexes on a December 1996=100 base.

Expenditure category	Relative importance Sep. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Oct. 2022- Oct. 2023	Sep. 2023- Oct. 2023	Jul. 2023- Aug. 2023	Aug. 2023- Sep. 2023	Sep. 2023- Oct. 2023
Lodging away from home ⁽²⁾	1.183	1.2	-6.1	-3.0	3.7	-2.5
Housing at school, excluding board ⁽¹³⁾	0.162	3.8	0.0	1.0	0.3	0.1
Other lodging away from home including hotels and motels	1.020	0.8	-7.1	-3.6	4.2	-2.9
Owners' equivalent rent of residences ⁽¹³⁾	25.696	6.8	0.5	0.4	0.6	0.4
Owners' equivalent rent of primary residence ⁽¹³⁾	24.295	6.8	0.5	0.4	0.6	0.4
Tenants' and household insurance ⁽¹⁾⁽²⁾	0.371	2.9	0.4	0.3	0.9	0.4
Water and sewer and trash collection services ⁽²⁾	1.066	5.3	0.1	0.5	0.2	0.3
Water and sewerage maintenance	0.760	4.9	0.2	0.6	0.4	0.3
Garbage and trash collection ⁽¹⁾⁽¹⁰⁾	0.305	6.5	0.1	0.2	-0.1	0.1
Household operations ⁽¹⁾⁽²⁾	0.898	6.7		-1.1		
Domestic services ⁽¹⁾⁽²⁾	0.265	5.1		-1.3		
Gardening and lawncare services ⁽¹⁾⁽²⁾	0.328		-0.1		5.0	-0.1
Moving, storage, freight expense ⁽¹⁾⁽²⁾	0.104	-3.8	-3.1	-1.9	-0.2	-3.1
Repair of household items ⁽¹⁾⁽²⁾				-2.8	1.7	
Medical care services	6.324	-2.0	0.2	0.1	0.3	0.3
Professional services	3.521	0.7	-0.4	0.6	0.0	-0.3
Physicians' services ⁽¹⁾	1.782	-1.2	-1.0	0.1	0.0	-1.0
Dental services	0.916	4.9	0.3	1.6	0.0	0.5
Eyeglasses and eye care ⁽¹⁾⁽⁶⁾	0.311	0.7	0.2	0.9	0.4	0.2
Services by other medical professionals ⁽¹⁾⁽⁶⁾	0.513	0.1	0.0	-0.8	0.1	0.0
Hospital and related services ⁽¹⁾	2.278	5.6	1.0	0.8	1.2	1.0
Hospital services ⁽¹⁾⁽¹⁴⁾	1.941		1.1	0.7	1.5	1.1
Inpatient hospital services ⁽¹⁾⁽³⁾⁽¹⁴⁾			0.9	0.7	1.5	0.9
Outpatient hospital services ⁽¹⁾⁽³⁾⁽⁶⁾			0.6	0.7	1.2	0.6
Nursing homes and adult day services ⁽¹⁴⁾	0.188	5.4	0.4	0.8	-0.8	0.6
Care of invalids and elderly at home ⁽¹⁾⁽⁵⁾	0.150	6.9	0.5	2.1	0.0	0.5
Health insurance ⁽¹⁾⁽⁵⁾	0.525	-34.0	1.1	-3.6	-3.5	1.1
Transportation services	5.966	9.2	1.4	2.0	0.7	0.8
Leased cars and trucks ⁽¹⁾⁽¹¹⁾				1.1	-0.2	
Car and truck rental ⁽²⁾	0.115	-9.6	-0.3	1.3	0.0	-1.5
Motor vehicle maintenance and repair ⁽¹⁾	1.138	9.6	0.2	1.1	0.2	0.2
Motor vehicle body work ⁽¹⁾	0.057	3.7	-0.7	0.4	0.0	-0.7
Motor vehicle maintenance and servicing ⁽¹⁾	0.581	6.3	0.3	0.9	0.1	0.3
Motor vehicle repair ⁽¹⁾⁽²⁾	0.441	15.1	0.1	1.4	0.3	0.1
Motor vehicle insurance	2.770	19.2	2.3	2.4	1.3	1.9
Motor vehicle fees ⁽¹⁾⁽²⁾	0.489	2.9	0.7	0.1	0.0	0.7
State motor vehicle registration and license fees ⁽¹⁾⁽²⁾	0.273	1.8	0.0	0.0	0.0	0.0
Parking and other fees ⁽¹⁾⁽²⁾	0.195	4.4	1.6	0.3	0.0	1.6

Footnotes

- (1) Not seasonally adjusted.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 2007=100 base.
(5) Indexes on a December 2005=100 base.
(6) Indexes on a December 1986=100 base.
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(11) Indexes on a December 2001=100 base.
(12) Indexes on a December 2019=100 base.
(13) Indexes on a December 1982=100 base.
(14) Indexes on a December 1996=100 base.

Agenda Item No. C-4

DATE SUBMITTED 11/30/23
 SUBMITTED BY Kristen Smith
 DATE ACTION REQUIRED 12/6/23

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Adopt Resolution 2023-58 Resolution of the Imperial City Council providing detail regarding at-will personnel positions as adopted by the City Council on March 1, 2023 to clarify the terms of at-will employment for executive management employees.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: This resolution is being proposed to clarify the terms of at-will employment for executive management at-will positions. Resolution 2023-09 established that Executive Management Department Directors entering the position on or after March 1, 2023 would be at-will employees. Resolution 2023-58 is intended to clarify the terms of at-will employment for these employees, including conditions of At-Will Employment, salary, benefits, resignation, discipline and termination, and severance pay.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact.	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2023-58 Resolution of the Imperial City Council providing detail regarding at-will personnel positions as adopted by the City Council on March 1, 2023	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: Approve staff recommendation.	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

RESOLUTION NO. 2023-58

**RESOLUTION OF THE IMPERIAL CITY COUNCIL
PROVIDING DETAIL REGARDING AT-WILL
PERSONNEL POSITIONS AS ADOPTED BY THE CITY
COUNCIL ON MARCH 1, 2023**

WHEREAS, the City Council wishes to promote efficiency and effectiveness for the services provided by the City of Imperial; and

WHEREAS, it is the intent of the City Council to attract and maintain skilled career professionals to meet the organizational needs of the City; and

WHEREAS, the City Council adopted Resolution No. 2023-09 making all executive level positions (classified as Executive Management Department Directors and above) hired on or after March 1, 2023, at-will employees; and

WHEREAS, the details set forth below shall be applied to all at-will, executive level positions (classified as Executive Management Department Directors and above) hired on or after March 1, 2023

WHEREAS, this Resolution does not apply to any Executive Management employees hired before March 1, 2023, the 1984 Resolution is the applicable severance and disciplinary resolution to those employees hired before March 1, 2023, until future adopted policies supersede the Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES RESOLVE, DETERMINE, ORDER AND PROCLAIM AS FOLLOWS:

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

SECTION 2. The City Council established on March 1, 2023 through Resolution #2023-09, that all City of Imperial executive level positions (classified as Executive Management Department Directors and above) hired on or after March 1, 2023, shall be at-will employees, serving at the pleasure of the City Manager.

SECTION 3. The City Council confirms that no employees currently occupying executive level positions (classified as Executive Management Department Directors and above) as of March 1, 2023, shall be changed to at-will employment status. However, incoming, transferred, or promoted employees at such level shall be at-will and subject to the provisions of this Resolution. Any employees currently holding a position of Executive Management Department Directors and above remain subject to the provisions of Resolution 2023-27, the City's Civil Service Rules established now and in the future by the City of Imperial.

SECTION 4. The City Council hereby adopts the following requirements and policies related to at-will employees.

SECTION 5. Conditions of At-Will Employment

- (a) As a condition of being appointed to an executive level position (classified as Executive Management Department Directors and above), employees shall, to the extent permissible by law, extinguish any right, claim, or entitlement they would have had to any other position with City, including any right or entitlement under the City's Civil Service Rules established now or in the future by the City of Imperial unless set forth through resolution or contract.
- (b) Employee's employment rights are expressly and specifically limited to those specified herein or any Resolution or Policy adopted by the City Council of the City of Imperial on or after March 1, 2023.
- (c) Employee has no property-right entitlement to any position within the City.
- (d) At-will positions are exempt from the provisions and protections of the City's Civil Service System, that such position may be eliminated at any time, that such employment is expressly at-will, serving at the pleasure of the City Manager, and that the employee's employment can be terminated by the City or the employee, at any time, with or without cause and with or without notice.

SECTION 6. Contract or Resolution The City Manager or City Council shall have the discretion to enter into a contract with at-will employees that specifies specific terms and conditions outside of this resolution. Unless specifically set forth in a contract that directly waives a term of this resolution or City policies, this resolution shall apply. No such contract shall change the nature of the employee's at-will employment status.

SECTION 7. Salary

- (a) The City will pay Employee for services provided, payable at the same time as other employees of the City are paid and subject to customary withholding.
- (b) Pay increases for at-will employees shall be discretionary and at the sole discretion of the City Manager. Such pay increases shall be scheduled consistent with Unrepresented Employees and subject to City Manager approval.
- (c) Maximum pay shall not exceed the maximum range of the City's salary schedule for this position.

SECTION 8. Benefits Unless otherwise set forth in a separate contract or written agreement signed by the City Manager and Employee, the City shall provide Employee the same benefits as provided to other Unrepresented employees, as a group, and as they may be amended, increased, or decreased. The benefits to be provided shall be listed in Resolution 2023-27 and incorporated herein by reference or as specifically updated for Unrepresented Employees by the City Council in the future. It is the City's general intent to confer to Employee such benefits as are granted to Unrepresented employees. As used herein, benefits include but are not limited to, vacation, sick leave, holidays, administrative leave, retirement, social security, health insurance, dental insurance, short-term disability insurance, and life insurance. These benefits may change over time as applied to all members of the Executive Management group.

SECTION 9. Voluntary Resignation

- (a) Employee is an at-will employee whose employment may be terminated by the City or Employee, at any time, with or without cause and with or without notice.
- (b) Employee may voluntarily resign at any time. In order to resign in good standing, and be eligible for rehire, Employee agrees to give City at least fourteen (14) calendar days, advanced written notice of the effective date of his or her resignation.

SECTION 10. Discipline and Termination of Employment.

- (a) While Employee is employed in an at-will position, the City also reserves the right to take disciplinary actions against Employee. Discipline can include, but is not limited to, verbal and written reprimands, suspensions without pay, reduction in pay, involuntary demotion, and termination. The imposition of any disciplinary action does not alter Employee's at-will status.
- (b) Because Employee is at-will, there is generally no right to challenge disciplinary action. However, in certain circumstances, Employee may be entitled to a name clearing hearing before the City Manager. If Employee satisfies the criteria set forth below in section 9(c), the City shall provide Employee with at least five calendar days' notice of its intent to discipline Employee. During those five days, Employee may request a name-clearing hearing. If Employee does not request a name-clearing hearing, then he/she will have been deemed to have waived his/her right to said hearing. If Employee requests a hearing in accordance with section 9(c), then the City Manager will make all necessary arrangements for the hearing prior to imposing the disciplinary action. If Employee does not meet the criteria set forth in section 9(c), then he/she is not entitled to any hearing, appeal, or waiting time before the disciplinary action is imposed on Employee.
- (c) In certain circumstances, Employee may be entitled to a name-clearing hearing before the disciplinary action is imposed by the City. In such circumstances, Employee will be entitled to a name-clearing hearing in accordance with this Section. In accordance with state and federal law, when the following three elements are present, Employee is entitled to a name-clearing hearing: (1) a stigmatizing charge, (2) Employee's denial of the stigmatizing charge, and (3) public disclosure of the stigmatizing charge. If Employee has satisfied all three criteria set forth in section 9(c), then Employee is entitled to a hearing in order to clear his/her name. If Employee desires a name-clearing hearing, he/she must file a written request with the City Manager within five days of receiving notice from the City of its intent to impose disciplinary action. Failure to timely request a hearing shall constitute a waiver of the right to a hearing. The hearing shall be before the City Manager. Employee is not entitled to a full evidentiary hearing but is only entitled to the opportunity to clear his/her name of the stigmatizing charge(s). All name-clearing hearings shall be held in private unless Employee requests a public hearing in writing.
- (d) In the event that Employee is subject to the provisions of the Peace Officers or Firefighters Procedural Bill of Rights Acts, the City will afford Employee all rights and protections of that law.
- (e) In the event that City Manager implements any disciplinary action exceeding a letter of reprimand or implements termination for cause, Employee shall have the right to an informal meeting with the City Manager. Employee shall request such informal meeting within seven (7) calendar days of written notice of such discipline or termination for cause. City Manager shall be the final, deciding party after such meeting and no further administrative appeals shall exist.

SECTION 11. Severance Pay.

- (a) In the event that Employee is terminated by the City Manager, City agrees to pay Employee a cash payment equal to two (2) months' base salary.

- (b) To be eligible for such severance pay, Employee shall sign an acknowledgment and release of claims against the City, to the extent permissible by law.
- (c) If Employee receives severance pay after termination from the City, such amount shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse by Employee of his office or position.

SECTION 12. This Resolution shall supersede any conflicting statements, procedures or policies set forth in any previously adopted City of Imperial Resolution or City of Imperial Policy. For purposes of clarity, in addition to any other Resolution or Policy, the 1984 Resolution related to employees shall not be applicable to City of Imperial executive level positions (classified as Executive Management Department Directors and above) hired on or after March 1, 2023.

PASSED, APPROVED AND ADOPTED, at the regular meeting of the City Council this 6th day of December, 2023.

KATHERINE BURNWORTH,
Mayor

ATTEST:

KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 6th day of December, 2023 by the following vote, to wit:

AYES: BURNWORTH, MENDOZA, OBESO-MARTINEZ, TUCKER, AMPARANO

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 6th day of November, 2023.

KRISTINA M. SHIELDS,
City Clerk

RESOLUTION NO. 2023-09

**RESOLUTION OF THE IMPERIAL CITY COUNCIL
ESTABLISHING AT-WILL PERSONNEL POSITIONS**

WHEREAS, the City Council wishes to promote efficiency and effectiveness for the services provided by the City of Imperial; and

WHEREAS, it is the intent of the City Council to attract and maintain skilled career professionals to meet the organizational needs of the City; and

WHEREAS, the City Council desires to make all incoming executive level positions (classified as Executive Management, Range 102 and above) at-will employees; and

WHEREAS, effective immediately, all incoming employees entering the positions of Administrative Services Director, Assistant City Manager, Community Development Director, Community Services Director, Information Technology Director, Parks Director, and Public Services Director at or above MSPC Range 102 above shall be at-will employees.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council hereby establishes that all City of Imperial positions at or above MSPC Range 102 shall be at-will employees, serving at the pleasure of the City Manager.
3. The City Council determines that no employees currently holding a position of MSPC Range 102 shall be changed to at-will employment status, but incoming or promoted employees at such level shall be at-will.
4. This Resolution shall supersede any conflicting statements, procedures or policies set forth in any previously adopted City of Imperial Resolution or City of Imperial Policy.

APPROVED, PASSED AND ADOPTED, at the special meeting of the City Council this 1st day of March, 2023.

AYES: *Obeso-Martinez, Mendoza, Tucker and Burnworth*

NOES:

ABSTAIN:

ABSENT: *Amparano*

m/c: 4-0



Katherine Burnworth, Mayor

ATTEST:


City Clerk

RESOLUTION 2023-27

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL ESTABLISHING EMPLOYEE BENEFITS FOR MSPC UNREPRESENTED EMPLOYEES OF THE CITY OF IMPERIAL

WHEREAS, the City Council recognizes that unrepresented employees (“Unrepresented Employees”), which include those in management, supervisory, professional and confidential positions for the City of Imperial (“City”), must provide effective management and leadership to assure efficient City operations and quality public service; and

WHEREAS, Unrepresented Employees are comprised of Fair Labor Standards Act (FLSA) Exempt Classifications defined as an employee that is not entitled to overtime compensation under FLSA and FLSA Non-Exempt defined as employees who are not exempt and are entitled to overtime compensation under FLSA.

WHEREAS, the following Unrepresented Employees are classified as:

- **FLSA Exempt Classifications**
 - Administrative Services Director,
 - Assistant City Manager,
 - Community Development Director,
 - Financial Analyst,
 - Finance Director,
 - Finance Manager,
 - Human Resources Analyst,
 - Human Resources Manager,
 - Human Resources Specialist,
 - Information Technology Director,
 - Library Administrator,
 - Management Analyst,
 - Parks and Recreation Director,
 - Project Manager,
 - Police Captain,
 - Public Records Analyst,
 - Public Services Director,
 - Public Services Foreman,
 - Public Services Manager,
 - Wastewater Treatment Plant Chief Operator, and
 - Water Treatment Plant Operator
- **FLSA Non-Exempt Classifications**
 - Administrative Services Technician I,
 - Administrative Services Technician II,

- Building Inspector III,
- Executive Assistant,
- Geographic Information Systems Coordinator,
- Librarian,
- Literacy Coordinator,
- Planner III,
- Recreation Coordinator, and
- Special Events Coordinator

New positions classified created after the adoption of this resolution and classified as unrepresented, shall be subject to the terms of this resolution.

WHEREAS, the City Council desires to establish the benefits to be afforded by the City to all Unrepresented Employees referenced above; and

WHEREAS, Exhibit A, attached herein, reflects the salary schedule for FY 2023-2024, FY 2024-2025, and FY 2025-2026; and

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

1. All Unrepresented Employees referenced above shall receive the following benefits:
 - a. A 10% cost of living adjustment (COLA) to the fiscal year (FY) 2023-2024 salary schedule, a 2.5% COLA to the FY 2024-2025 salary schedule and a 2.5% COLA to the FY 2025-2026 salary schedule;
 - b. Merit increases will be provided for FY 2023-2024, FY 2024-2025, and FY 2025-2026 to employees who have received a satisfactory performance evaluation. Merits will be awarded on the employee's anniversary date. (Failure to receive a satisfactory performance evaluation will result in no merit increase being provided. Successful completion of a department performance evaluation means a rating of "meets expectations" or higher);
 - c. Longevity Steps: The City will add two additional longevity steps to the salary schedule, allowing for longevity step increases at Step 8, Step 9 and Step 10.
 1. Upon adoption of this resolution all employees with 20 years or greater of continuous services with the City will immediately advance to step 10, so long as they have completed at least one year at step 8.
 2. All employees with equal to or greater than 15, but less than 20 years of continuous service with the City will immediately advance to Step 9, so long as they have completed a minimum of one year at step 8. Future step increases to take place per the provisions outlined under Section 8 Longevity Increases.
 3. Longevity salary increases outlined in c (1) and c (2) will be effective the first day of the pay period following execution of this agreement.
 - d. Health insurance will be provided as follows:

1. City will pay one-hundred percent (100%) of the Employee Only and fifty percent (50%) of the dependent cost of medical, dental, and vision cost for existing plans selected by the employee during open enrollment for plan year(s) 2024-2026.
 2. City will pay monthly cost of up to seven hundred dollars (\$700.00) of those employees who select SIMSA health plan during open enrollment for plan year(s) 2024-2026.
 3. Employees who waive coverage shall be provided the amount of four hundred dollars (\$400.00) per month and be allowed to allocate said funds into a pre-tax health benefit and/or supplemental insurance coverage, and/or 457 deferred compensation account, and/or his or her paycheck as an after-tax benefit;
 4. City will pay one hundred percent (100%) of the cost of REACH Life Helicopter Services for employees and members of employee's household; and
 5. City will pay one hundred percent (100%) of the employee and dependent life insurance.
 - e. SDI benefits will be provided at one hundred percent (100%) of employee's cost.
 - f. Reimbursement of up to \$50 per month shall be provided for gym or fitness class membership.
2. All employees filling a FLSA Exempt Classification referenced above, and are ineligible to earn overtime compensation shall receive the following benefit:
 - a. Annual administrative leave in the amount of eighty (80) hours, to be provided the first pay period of each fiscal year.
 - b. Unused annual administrative leave shall expire the last pay period of each fiscal year.
3. In addition to those benefits detailed in Section 1 above, the Unrepresented Employee(s) identified within this resolution, with the exception of the Police Captain shall receive the following benefits as set forth in the Memorandum of Understanding with Teamster's Local Union # 542 adopted by the City of Imperial City Council on July 5, 2023, as though fully set forth herein:
 - a. Article 5 – Compensation (Sections 1, 8, and 9)
 - A. Section 1 – Salary Schedule
 - B. Section 8 – Longevity Increases
 - C. Section 9 – Education Pay
 - b. Article 8 – Holidays
 - c. Article 9 – Sick Leave
 - d. Article 10 – Vacation
 - e. Article 11 – Other Leaves
 - f. Article 12 – Health Benefits
 - g. Article 13 – Retirement Plan

4. In addition to those benefits detailed in Section 1 above, the Unrepresented Employees in the positions of Public Services Director, Public Services Manager, Public Services Foreman, Water Chief Operator, Wastewater Chief Operator, Community Development Director, Project Manager, Building Inspector III, Parks and Recreation Director, Information Technology Director, and Information Technology Technician shall also receive the following benefits:
 - a. Employee Safety Voucher for boots, up to four-hundred dollars (\$400.00). Products must have ASTM, F2413-11, MI/75, C/75 and/or EH marking inside footwear.
5. In addition to those benefits detailed in Section 1 above, the Unrepresented Employees in the positions of Administrative Services Technician I, Administrative Services Technician II, Building Inspector III, Executive Assistant, Financial Analyst, Human Resources Analyst, Human Resources Specialist, Literacy Coordinator, Management Analyst, Public Records Analyst, Recreation Coordinator, and Special Events Coordinator shall also receive the following benefits:
 - a. Employees will be eligible to receive bilingual stipend of up to \$50.00 (\$25.00 for Oral Proficiency and \$25.00 for Written Proficiency) per pay period upon becoming certified in a foreign language hereby specified as Spanish, through a city administered exam testing oral and/or written proficiency provided that the position occupied has been “designated” to receive such pay by the City Manager’s Office. In order to be eligible to receive bilingual pay, the use of the identified foreign language must be a necessary part of their daily work activities and for purposes of communicating with the general public.
6. In addition to those benefits detailed in Section 1 above, the Unrepresented Employee in the position of Police Captain shall also receive the following benefits as set forth in the Memorandum of Understanding with the Imperial Police Officers’ Association adopted by the City Council on July 5, 2023, as though fully set forth herein:
 - a. Article X- Safety and Other Equipment Exclusive of Required Uniforms
 - b. Article XI- Uniforms and Uniform allowance
 - c. Article XIII- Employee Leaves
 - A - Sick Leave
 - B - Vacation Leave
 - C - Funeral Leave
 - D - Bereavement Leave
 - E - Jury Duty Leave
 - F – Military Leave
 - G - Other Leave Types
 - H - Donation of Time
 - d. Article XIV- Holidays
 - e. Article XV- Replacement/Repair of Employees Personal Property
 - f. Article XVI – Health Benefits
 - g. Article XVII- Compensation

- i. Section B: Post Certification
- ii. Section K: Education Pay
- h. Article XVIII- Retirement
- i. Article XX- Personnel Files
- j. Article XXI- Performance Evaluation
- k. Article XXII- Punitive Action
- l. Article XXIII- Administrative Appeal Procedure
- m. Article XXIV- Discipline
- n. Article XXV- Grievance Procedure

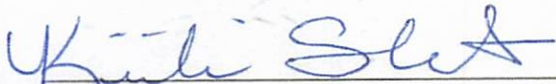
7. The City Manager or designee are authorized to take those steps required to implement the provisions of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 5th day of July, 2023.



KATHERINE BURNWORTH,
Mayor

ATTEST:



KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 5th of July, 2023, by the following vote, to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 5th day of July, 2023.



KRISTINA M. SHIELDS,
City Clerk

DATE SUBMITTED November 30, 2023

SUBMITTED BY City Manager

DATE ACTION REQUIRED December 6, 2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION/DIRECTION

Appoint a City of Imperial member to the initial board of the Imperial Valley Healthcare District.

BACKGROUND/SUMMARY:

Assembly Bill 918 was approved by the Governor on October 8, 2023. It forms a new entity designated as the Imperial Valley Healthcare District. Among other things, the bill calls for creation of an initial board of directors and provides for one appointment to be "...from the City of Imperial and appointed by the City of Imperial." The deadline for the council appointment is December 7, 2023. The person appointed "...cannot be current or former employees of the El Centro Regional Medical Center, the Pioneers Memorial Hospital, or Pioneers Memorial Healthcare District." City appointments to its boards/commissions typically require that the appointee be a qualified voter of the City of Imperial. If a timely appointment is not made, the appointment defaults to the Imperial County Board of Supervisors.

As of the time of this staff report, no applications have been received.

FISCAL IMPACT: No fiscal impact.

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Appoint member to initial board. In the absence of a suitable candidate, staff recommendation is to appoint a council member who otherwise qualifies.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

*select a member for
the initial board*

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()