

AGENDA
CITY COUNCIL
And
SUCCESSOR AGENCY
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
FEBRUARY 19, 2020
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM

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

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:00 PM

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

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

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9

One Case (No. 18-2)

A-2. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (54954.5(e))

Title: Interim City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the COUNCIL concerning any item within the COUNCIL'S jurisdiction, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time

limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

C-2. Matters appearing on the agenda. If you wish to address the COUNCIL concerning any item appearing on the agenda, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes.

D. CONSENT AGENDA:

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

- D-1.** Approval of claims/warrants report.
- D-2.** Approval of Treasurers' Report for the months of October 2019, November 2019, and December 2019.
- D-3.** Approval of minutes for Regular City Council meetings of November 20, 2019 and December 4, 2019.
- D-4.** Authorization to send claim rejection letter to Michael Loyd as requested by Carl Warren & Company.
- D-5.** Approval of expenditure – purchase of maintenance parts from Trojan UV Technologies for UV System at Wastewater Plant in the amount \$14,371.84.
- D-6.** Approval of expenditure – purchase of maintenance parts from Huber Technologies for headworks at Wastewater Plant in the amount of \$12,683.43.
- D-7.** Approval to waive reading in full and adopt Ordinance No. 805, An Ordinance of the City of Imperial Amending the Imperial City Code to Change the Zoning Designation From R-1 (Residential Single Family) to C-1 (Commercial Neighborhood) for APN 064-151-002.
- D-8.** Approval of Community Facilities District (CFD) Disbursement Request as requested by Monterrey Park (CFD 2006-1) 5th payment of reimbursement 1-2018 (payment 2020-01).
- D-9.** SUCCESSOR AGENCY: Approval of Subordination Agreement for Imperial Gardens Apartments (\$100,000.00)

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

- E-1. SUBJECT: DISCUSSION/ACTION: WATER TREATMENT PLANT – ATEN BOOSTER STATION.**

- 1. APPROVE PURCHASE OF VARIABLE FREQUENCY DRIVE FROM SULZER IN THE AMOUNT OF \$10,559.50.**

- E-2. SUBJECT: DISCUSSION/ACTION: WATER TREATMENT PLANT – ATEN BOOSTER STATION.**

- 1. APPROVE CONTRACT WITH SULZER FOR INSTALLATION OF VARIABLE FREQUENCY DRIVE IN THE AMOUNT OF \$8,740.00.**

- E-3. SUBJECT: DISCUSSION/ACTION: AMERICAN ASSOCIATION OF RETIRED PERSONS TAX ASSISTANCE PROGRAM.**

1. APPROVAL OF THE AMERICAN ASSOCIATION OF RETIRED PERSONS TO HOST ITS TAX ASSISTANCE PROGRAM FROM FEBRUARY 18 TO APRIL 7, 2020 AT THE CITY OF IMPERIAL PUBLIC LIBRARY COMMUNITY ROOM.

E-4. SUBJECT: DISCUSSION/ACTION: IMPERIAL VALLEY FOOD BANK 10K RUN.

1. APPROVAL OF THE IMPERIAL VALLEY FOOD BANK TO HOST ITS 10K RUN ON MARCH 28, 2020 WITHIN CITY LIMITS.

**E-5. SUBJECT: DISCUSSION/ACTION: ATEN BOULEVARD SIDEWALK PROJECT PHASE 2 FROM LA BRUCHERIE ROAD TO SHILOH ROAD
BID 2019-02.**

1. ACCEPTANCE OF PROJECT AS COMPLETED BY PYRAMID CONSTRUCTION AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION.

E-6. SUBJECT: DISCUSSION/ACTION: ATEN BOULEVARD BIKE PATH FROM “P” STREET TO DOGWOOD ROAD.

1. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF THE ATEN BOULEVARD BIKE PATH FROM “P” STREET TO DOGWOOD ROAD.

E-7. SUBJECT: DISCUSSION/ACTION: CITY REPRESENTATION AT THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE & GENERAL ASSEMBLY TO BE HELD MAY 6-8, 2020 IN PALM DESERT, CALIFORNIA.

1. APPOINTMENT OF DELEGATE AND ALTERNATE FOR CITY REPRESENTATION AT THE REGIONAL CONFERENCE & ASSEMBLY

E-8. SUBJECT: DISCUSSION/ACTION: MAYOR’S APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS.

1. APPOINTMENT OF CITY COUNCIL LIAISONS TO BOARDS AND COMMISSIONS.

E-9. SUBJECT: DISCUSSION/ACTION: TRAFFIC ENGINEERING STUDY.

1. AUTHORIZATION TO SEEK BIDS FOR TRAFFIC ENGINEERING STUDY OF THE NORTHWEST QUADRANT OF THE CITY OF IMPERIAL.

E-10. SUBJECT: DISCUSSION/ACTION: DESIGN AND ENGINEERING SR-86.

1. AUTHORIZATION TO SEEK BIDS FOR DESIGN, ENGINEERING, TRAFFIC, AND ENVIRONMENTAL STUDY OF SR-86.

E-11. SUBJECT: DISCUSSION/ACTION: 2020 COPS OFFICE HIRING PROGRAM APPLICATION

1. AUTHORIZATION TO SUBMIT APPLICATION FOR 2020 COPS OFFICE HIRING PROGRAM GRANT FUNDING OPPORTUNITY.

E-12. SUBJECT: DISCUSSION/ACTION: 2020 COPS OFFICE SCHOOL VIOLENCE PREVENTION PROGRAM.

1. AUTHORIZATION FOR IMPERIAL POLICE DEPARTMENT TO SUBMIT APPLICATION FOR THE 2020 COPS OFFICE SCHOOL VIOLENCE PREVENTION PROGRAM FUNDING OPPORTUNITY.

E-13. SUBJECT: DISCUSSION/ACTION: 2020 COPS COMMUNITY POLICING DEVELOPMENT (CPD)

1. AUTHORIZATION FOR THE CITY OF IMPERIAL TO SUBMIT APPLICATION FOR 2020 COPS COMMUNITY POLICING DEVELOPMENT PROGRAM.

E-14. SUBJECT: DISCUSSION/ACTION: REGULAR CITY COUNCIL MEETING OF MARCH 4, 2020.

1. DETERMINE IF QUORUM WILL BE PRESENT FOR THE REGULAR MEETING OF MARCH 4, 2020 AND CANCEL OR POSTPONE MEETING AS NECESSARY.

F. REPORTS:

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

F-2. SUBJECT: CITY MANAGER REPORT.

F-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, MARCH 4, 2020 AT 7:00 P.M.

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

Check Register Report

ITEM D-1

Date: 02/13/2020

Time: 9:27 am

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
91832	02/04/2020	Printed		023	AIRWAVE COMMUNICATIONS		321.10
91833	02/04/2020	Printed		2173	ATEN EXPRESS INC		240.00
91834	02/04/2020	Printed		6917	CHRISTOPHER BURTON		47.00
91835	02/04/2020	Printed		1109	CONSOLIDATED ELECTRICAL DIST.		144.65
91836	02/04/2020	Printed		3403	DANIELS TIRE CORPORATE ADMIN		249.81
91837	02/04/2020	Printed		569	DESERT VETERINARY GROUP		45.00
91838	02/04/2020	Printed		226	EL CENTRO REGIONAL		39.00
91839	02/04/2020	Printed		2191	EMBER HALLER		361.45
91840	02/04/2020	Printed		122	IMPERIAL STORES		24.01
91841	02/04/2020	Printed		6365	JOHN DEERE FINANCIAL		48.63
91842	02/04/2020	Printed		6915	JOSE SOTO		119.55
91843	02/04/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		107.20
91844	02/04/2020	Printed		696	LEONARD BARRA		80.25
91845	02/04/2020	Printed		4464	LESLIE'S POOLMART, INC.		176.17
91846	02/04/2020	Printed		6918	LIZ FONG		78.40
91847	02/04/2020	Printed		1316	MARIO LUNA		80.25
91848	02/04/2020	Printed		2689	MAX SHEFFIELD		80.25
91849	02/04/2020	Printed		999	OCTAVIO AYALA		80.25
91850	02/04/2020	Printed		4562	PET WASTE ELIMINATOR		172.40
91851	02/04/2020	Printed		081	PETTY CASH		102.00
91852	02/04/2020	Printed		6916	RAMIRO ZARATE		124.80
91853	02/04/2020	Printed		6488	SAN BERNARDINO COUNTY		780.00
91854	02/04/2020	Printed		356	SAN DIEGO UNION-TRIBUNE		779.31
91855	02/04/2020	Printed		487	XPRESS LUBE		128.67
91856	02/06/2020	Printed		001	AT S LABS, INC.		842.00
91857	02/06/2020	Printed		6924	AARON FELIX		47.37
91858	02/06/2020	Printed		4058	ACE INDUSTRIAL SUPPLY INC.		485.66
91859	02/06/2020	Printed		6929	ALEX GARCIA		77.92
91860	02/06/2020	Printed		6931	ALEXANDRU SANDOU		50.45
91862	02/06/2020	Printed		195	ALLIED WASTE		11,442.44
91863	02/06/2020	Printed		6923	AMADO GUZMAN		78.07
91864	02/06/2020	Printed		5956	AMAZON CAPITAL SERVICES		67.65
91865	02/06/2020	Printed		656	AQUA METRIC		600.00
91866	02/06/2020	Printed		2393	ARCTIC AIR		510.00
91867	02/06/2020	Printed		1851	AT&T LONG DISTANCE		244.07
91869	02/06/2020	Printed		4400	BABCOCK LABORATORIES, INC.		2,918.00
91870	02/06/2020	Printed		6370	BIG STATE INDUSTRIAL SUPPLY		1,924.61
91871	02/06/2020	Printed		674	BRENNTAG		21,178.91
91872	02/06/2020	Printed		1053	CITY OF IMPERIAL		1,000.00
91873	02/06/2020	Printed		3029	CLAIREMONT EQUIPMENT		385.88
91874	02/06/2020	Printed		514	CORE & MAIN LP		517.20
91875	02/06/2020	Printed		132	COSTCO WHOLESALE		649.46
91878	02/06/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC.		1,341.11
91879	02/06/2020	Printed		3920	CPC SYSTEMS, INC.		1,627.94
91880	02/06/2020	Printed		6919	DAVID RAMIREZ		363.00
91881	02/06/2020	Printed		4109	DAVID SMITH		43.88
91882	02/06/2020	Printed		6105	DELL FINANCIAL SERVICES		10,926.40
91883	02/06/2020	Printed		1623	DENNIS H. MORITA APC		15,400.00
91884	02/06/2020	Printed		4203	DUDLEYS		230.85
91885	02/06/2020	Printed		517	DYNAMIC CONSULTING ENGINEERS		5,325.00
91886	02/06/2020	Printed		6426	EFR ENVIRONMENTAL		9,487.86
91887	02/06/2020	Printed		207	EL CENTRO MOTORS		72.04
91888	02/06/2020	Printed		164	ELMS EQUIPMENT RENTAL, INC.		44.06
91889	02/06/2020	Printed		2058	FASTENAL COMPANY		494.89

Check Register Report

ITEM D-1

Date: 02/13/2020

Time: 9:27 am

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
91890	02/06/2020	Printed		019	FERGUSON ENTERPRISES, INC.		30.00
91891	02/06/2020	Printed		5482	FISHER CHRYSLER DODGE JEEPING		7,035.58
91892	02/06/2020	Printed		6921	GEORGE ROSALES		64.77
91893	02/06/2020	Printed		6928	GILDA DE LA ROSA		250.00
91894	02/06/2020	Printed		6081	GOLD COAST ENVIRONMENTAL		2,900.00
91895	02/06/2020	Printed		710	GRAINGER		1,279.09
91896	02/06/2020	Printed		6925	HERIBERTO SANCHEZ		72.79
91898	02/06/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		1,867.48
91899	02/06/2020	Printed		1485	HOWES, WEILER & ASSOCIATES		4,441.25
91900	02/06/2020	Printed		120	IMPERIAL COUNTY FIRE DEPT.		103,959.30
91901	02/06/2020	Printed		028	IMPERIAL IRRIGATION DISTRICT		41,032.01
91904	02/06/2020	Printed		122	IMPERIAL STORES		1,103.95
91907	02/06/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		1,291.08
91908	02/06/2020	Printed		1555	IMPERIAL VALLEY PRESS		231.49
91909	02/06/2020	Printed		008	JIM REITER'S LOCKSMITH & SAFE		463.31
91910	02/06/2020	Printed		500	JONES BROTHERS GLASS CO.		186.83
91911	02/06/2020	Printed		642	JORDAN CENTRAL IMPLEMENT CO.		103.05
91912	02/06/2020	Printed		2245	JULIAN PIE COMPANY		2,452.80
91913	02/06/2020	Printed		6920	JULIO MIRANDA		212.65
91915	02/06/2020	Printed		035	KISCO SALES, INC.		274.15
91916	02/06/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		651.40
91917	02/06/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		1,400.00
91918	02/06/2020	Printed		6596	LC ENGINEERING CONSULTANTS INC		5,190.00
91919	02/06/2020	Printed		1996	LEE TIRE CO.		143.95
91920	02/06/2020	Printed		6932	LITHIA FORD OF FRESNO		48,510.09
91921	02/06/2020	Printed		6926	MANUEL MIRAMONTES		64.36
91922	02/06/2020	Printed		3261	MANUEL SUAREZ		19.95
91923	02/06/2020	Printed		6927	MIYOKO NAKAJIMA		83.85
91924	02/06/2020	Printed		4481	O'REILLY		62.27
91925	02/06/2020	Printed		079	ONE SOURCE DISTRIBUTORS		37,076.37
91926	02/06/2020	Printed		6491	PARTY PALS		837.50
91927	02/06/2020	Printed		6710	PREMIER RENTALS		700.00
91928	02/06/2020	Printed		650	ROGER'S & ROGER'S TOYOTA		284.31
91929	02/06/2020	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		1,091.58
91930	02/06/2020	Printed		6633	SOCAL SEALCOAT SOLUTIONS, LLC		5,728.88
91931	02/06/2020	Printed		135	SOCALGAS		78.21
91932	02/06/2020	Printed		2365	SPARKLETT'S		188.07
91933	02/06/2020	Printed		091	STAPLES CREDIT PLAN		185.17
91934	02/06/2020	Printed		1385	SWRCB ACCOUNTING OFFICE		18,767.00
91935	02/06/2020	Printed		6930	TERESA DRUIHET		194.50
91936	02/06/2020	Printed		611	VERIZON WIRELESS		4,158.22
91937	02/06/2020	Printed		6900	W.M. LYLES CO.		399,125.59
91938	02/06/2020	Printed		487	XPRESS LUBE		376.97
91939	02/06/2020	Printed		6922	YASEL MELGAREJO		10.42

Total Checks: 98

Checks Total (excluding void checks):

786,967.11

Total Payments: 98

Bank Total (excluding void checks):

786,967.11

Total Payments: 98

Grand Total (excluding void checks):

786,967.11

MINUTES
CITY COUNCIL
IMPERIAL REDEVELOPMENT SUCCESSOR AGENCY
IMPERIAL PUBLIC FINANCING AUTHORITY
CITY OF IMPERIAL
NOVEMBER 20, 2019

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:00 PM

COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

OTHERS PRESENT: CITY ATTORNEY MORITA AND CITY MANAGER CHATWIN

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

TITLE: City Manager

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

Initiation of litigation (1 potential case)

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL CONVENED TO OPEN SESSION AT 7:00 PM

COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, TUCKER, AND
AMPARANO

OTHERS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN,
PUBLIC SERVICES DIRECTOR LOPER, FIRE BC RODELO,
POLICE CHIEF BARRA, COMMUNITY SERVICES DIRECTOR
HALLER, IT DIRECTOR ESTRADA, FINANCE DIRECTOR
GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR
MORA, CITY CLERK JACKSON, AND PIO CHALUPNIK

MAYOR AMPARANO called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE was led by Battalion Chief Rodelo.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney MORITA announced that no reportable action was taken in closed session.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

None.

C-2. Matters appearing on the agenda.

None.

D. CONSENT AGENDA:

- D-1.** Approval of claims/warrants report.
- D-2.** Approval of Treasurers' Report for September, 2019.
- D-3.** Approval of minutes for Regular meetings of August 21, 2019 and September 18, 2019 and Special meeting of August 21, 2019.
- D-4.** Approval to waive 2nd reading in full and adopt Ordinance No. 803, Amending the Imperial City Code to Change the Zoning Designation and General Plan Amendment From R-1 (Residential Single Family) to R-A (Residential Apartment) for the Following APNs: 063-201-008, 036-201-009, 063-192-008, 063-192-007, 063-191-011, 063-191-013, 063-191-010, and 063-191-012.

Motion by PECHTL, second by DALE to approve the Consent Agenda as presented.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E. PUBLIC HEARINGS:

- E-1. SUBJECT: PUBLIC HEARING: ADOPTION OF THE 2019 CALIFORNIA BUILDING STANDARDS CODE AND UPDATE OF THE IMPERIAL MUNICIPAL CODE FOR BUILDING REGULATIONS.**

The Public Hearing was opened at 7:02 PM

There were no comments from members of the audience and the Public Hearing was closed at 7:04 PM.

1. INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE NO. 804, ORDINANCE OF THE CITY OF IMPERIAL, CALIFORNIA, REPEALING AND REENACTING CHAPTER 6 RELATING TO BUILDING REGULATIONS.

Motion by PECHTL second by DALE to hold first reading by title only.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

2. DIRECT STAFF TO PREPARE A SUMMARY OF ORDINANCE NO. 804 FOR PUBLICATION PURPOSES.

Motion by PECHTL, second by DALE to direct staff to prepare summary for publication.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F. ACTION ITEMS:

F-1. SUBJECT: JOINT MEETING OF THE CITY COUNCIL AND PUBLIC FINANCING AUTHORITY - ISSUANCE OF NEW DEBT FOR THE CITY'S WATER SYSTEM AND REFUNDING THE 2005 PARITY CERTIFICATES OF PARTICIPATION.

1. PRESENTATION BY DOUG ANDERSON, URBAN FUTURES AND DON HUNT, NORTON, ROSE, FULBRIGHT.

A. CITY COUNCIL ACTION:

1. ADOPT RESOLUTION NO. 2019-53, APPROVING AN INDENTURE OF TRUST, INSTALLMENT PURCHASE AGREEMENT, CONTINUING DISCLOSURE AGREEMENT, BOND PURCHASE AGREEMENT, ESCROW AGREEMENT AND PRELIMINARY OFFICIAL STATEMENT; AND AUTHORIZING THE TAKING OF CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE BY THE IMPERIAL PUBLIC FINANCING AUTHORITY OF ITS REVENUE BONDS (WATER FACILITY) SERIES 2019 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000

Motion by PECHTL, second by TUCKER to adopt Resolution 2019-53.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

B. PUBLIC FINANCING AUTHORITY ACTION:

1. ADOPT RESOLUTION NO. IPFA 2019-03, AUTHORIZING THE ISSUANCE OF ITS REVENUE BONDS (WATER TREATMENT FACILITY) SERIES 2019 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 APPROVING AN INDENTURE OF TRUST, AN INSTALLMENT PURCHASE AGREEMENT, A BOND PURCHASE AGREEMENT AND A PRELIMINARY OFFICIAL STATEMENT, AND AUTHORIZING THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.

Motion by PECHTL, second by DALE to adopt Resolution IPFA 2019-03.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

F-2. SUBJECT: SUCCESSOR AGENCY: PRE-DEVELOPMENT EXPENSES FOR SENIOR HOUSING PROJECT.

Developer Rick Brown was present to answer questions that the council had regarding the status of the project.

1. APPROVAL OF DRAW #6, REIMBURSEMENT FOR COSTS INCURRED BY EAH, INC. FOR PRE-DEVELOPMENT EXPENSES.

Motion by PECHTL, second by DALE to approve Draw #6.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-3. SUBJECT: PROPOSAL FOR ENGINEERING SERVICES FROM WEBB ASSOCIATES FOR PLATE SETTLER REPLACEMENT AT THE WATER TREATMENT PLANT.

1. APPROVAL OF PROPOSAL FOR ENGINEERING SERVICES FOR PLATE SETTLER REPLACEMENT AS SUBMITTED BY WEBB ASSOCIATES IN THE AMOUNT OF \$42,106.00.

Motion by PECHTL, second by DALE to approve the proposal submitted by Webb Associates.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-4. SUBJECT: CITY OF IMPERIAL PUBLIC LIBRARY INTERNET USE POLICY.

1. APPROVE THE IMPERIAL PUBLIC LIBRARY INTERNET USE POLICY.

Motion by PECHTL, second by EUGENIO to approve the policy.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-5. SUBJECT: APPOINTMENT OF MEMBERS TO AD-HOC COMMITTEE.

1. APPOINTMENT OF TWO CITY COUNCIL MEMBERS TO DEVELOPMENT AND COMMERCE AD-HOC COMMITTEE.

Motion by PECHTL, second by TUCKER to appoint Council members Geoff Dale and Robert Amparano to the committee.

AYES: EUGENIO, PECHTL, AND TUCKER
NOES: NONE
ABSTAIN: DALE AND AMPARANO
ABSENT: NONE

MOTION CARRIED 3-0

F-6. SUBJECT: PURCHASE OF EQUIPMENT – WASTEWATER DEPARTMENT.

1. APPROVE PURCHASE OF SmartFLOE – FLOW LEVEL OPTIMIZED ESTIMATION (FLOE) UNITS FROM SMARTCOVER SYSTEMS IN THE AMOUNT OF \$24,807.58

Motion by PECHTL, second by DALE to approve the purchase.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

F-7. SUBJECT: SENSUS & AQUA METRIC ANNUAL SERVICE.

1. APPROVE PURCHASE ORDER NO. 63048 FOR THE ANNUAL PAYMENT OF SENSUS & AQUA METRIC SERVICES AGREEMENT IN THE AMOUNT OF \$22,942.00

Motion by PECHTL, second by DALE to approve the purchase.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

F-8. SUBJECT: SUNRUNNERS CAR CLUB 36TH ANNUAL CARNE ASADA RUN/CAR SHOW.

1. AUTHORIZATION OF SUNRUNNERS CAR CLUB TO HOST ITS 36TH ANNUAL CARNE ASADA RUN/CAR SHOW ON MARCH 21, 2020 AT EAGER PARK FROM 10:00 AM – 3:00 PM.

Motion by DALE, second by PECHTL to authorize the holding of the event.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

2. APPROVAL OF PARTIAL STREET CLOSURES AT THE INTERSECTIONS OF "G" ST. AND 10TH ST., "H" ST. AND 10TH ST., "G" ST. AND 9TH ST., AND "H" ST. AND 9TH ST.

Motion by DALE, second by PECHTL to approve the closure of streets.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

F-9. SUBJECT: LEASE AGREEMENT BETWEEN CITY OF IMPERIAL AND DELL FINANCIAL SERVICES FOR DESKTOP COMPUTERS.

1. APPROVAL OF LEASE AGREEMENT WITH DELL FINANCIAL SERVICES, DISBURSEMENT OF FUNDS FOR THE TERM OF FIVE (5) YEARS IN THE ANNUAL AMOUNT OF \$10,826.26

Motion by PECHTL, second by TUCKER to approve the lease agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-10. SUBJECT: PURCHASE OF EQUIPMENT – STREETS DEPARTMENT.

1. APPROVE PURCHASE OF TERMOLAZER STREET STRIPING MACHINE FROM SHERWIN WILLIAMS IN THE AMOUNT OF \$16,500.00

Motion by DALE, second by TUCKER to approve the purchase of Thermolazer Street Striping Machine.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-11 SUBJECT: RENTAL OF SYNTHETIC ICE SKATING RINK FOR THE IMPERIAL MARKET DAYS EVENT ON DECEMBER 14, 2019.

1. APPROVE RENTAL OF SYNTHETIC ICE SKATING RINK FROM EMERALD EVENTS IN THE AMOUNT OF \$13,150.00

Motion by PECHTL, second by EUGENIO to approve the rental of synthetic ice skating rink.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-12. SUBJECT: SKY RANCH BLOCK WALL (NORTH END).

1. AUTHORIZATION TO SEEK BIDS FOR REPAIR OR REPLACEMENT OF 850 LF OF THE NORTH WALL SECTION ADJACENT TO SKY RANCH PARK.

Motion by PECHTL, second by TUCKER to authorize staff to seek bids for the repair/replacement of the full length of the north wall.

AYES: EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: DALE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 4-1

F-13. SUBJECT: SPILLMAN TECHNOLOGIES ANNUAL MAINTENANCE.

1. APPROVAL OF PURCHASE ORDER NO. 63853 FOR THE ANNUAL PAYMENT OF SPILLMAN TECHNOLOGIES IN THE AMOUNT OF \$16,217.19

Motion by PECHTL, second by TUCKER to approve the annual maintenance payment.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

G. REPORTS:

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

EUGENIO reported on participating in the tree planting event at Eager Park.

PECHTL reported on attending a meeting of the Workforce Development Board that he is now a member of.

AMPARANO reported on attending the tree planning event and the Fall Mixer held at the Food Bank.

DALE requested items for future agendas: Consideration to amend city ordinance to allow the sale of recreational cannabis and entry monuments into the city.

G-2. SUBJECT: CITY MANAGER REPORT

None.

G-3. SUBJECT: DEPARTMENT REPORTS.

None.

CITY COUNCIL MEETING ADJOURNED AT 8:20 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, DECEMBER 4, 2019 AT 7:00 P.M.

MINUTES
CITY COUNCIL
CITY OF IMPERIAL
DECEMBER 4, 2019

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:00 PM

COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

OTHERS PRESENT: CITY ATTORNEY MORITA AND CITY MANAGER CHATWIN

A-1. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT (54954.5 (e))

TITLE: City Manager

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CASE: State of California ex rel., OnTheGo Wireless, LLC v. Cellco Partnership d/b/a Verizon Wireless, et al., Case No. 34-2012-00127517 (Sacramento Superior Court)

A-3 SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54954.5 (f))

AGENCY NEGOTIATOR: City Manager

UNREPRESENTED EMPLOYEES: Human Resources Manager
Assistant City Manager
Administrative Services Director

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL CONVENED TO OPEN SESSION

COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

OTHERS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN, PUBLIC SERVICES DIRECTOR LOPER, POLICE CHIEF BARRA, COMMUNITY SERVICES DIRECTOR HALLER, IT DIRECTOR ESTRADA, FINANCE DIRECTOR GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR MORA, CITY CLERK JACKSON, AND PIO CHALUPNIK

MAYOR AMPARANO CALLED THE MEETING TO ORDER AT 7:05 PM

PLEDGE OF ALLEGIANCE was led by DENNIS MORITA.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney Morita announced that no reportable action was taken in Closed Session.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

None.

C-2. Matters appearing on the agenda.

None.

D. CONSENT AGENDA:

D-1. Approval of claims/warrants report.

D-2. Approval to waive 2nd reading in full and adopt Ordinance No. 804, Ordinance of the City of Imperial, California Repealing and Reenacting Chapter 6 Relating to Building Regulations.

Motion by PECHTL, second by TUCKER to approve the Consent agenda as presented.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E. ACTION ITEMS:

E-1. SUBJECT: CITY OF IMPERIAL PUBLIC LIBRARY HOURS OF OPERATION.

1. APPROVE REVISED HOURS OF OPERATION: Monday through Thursday – 8:00 am until 7:00 pm; Friday – 8:00 am until 5:00 pm; and Saturday – 10:00 am until 2:00 pm

Motion by PECHTL, second by DALE to approve the revised hours.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-2. SUBJECT: THIRD AMENDMENT TO PARKS AND LANDSCAPE MAINTENANCE AGREEMENT WITH EXECUTIVE LANDSCAPE, INC.

1. APPROVE THIRD AMENDMENT TO AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. FOR THE EXTENSION OF SERVICES FOR ONE YEAR ENDING JANUARY 31, 2021.

Motion by DALE, second by TUCKER to approve the 3rd amendment to the agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-3. SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND BOB MURRAY AND ASSOCIATES.

1. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH BOB MURRAY AND ASSOCIATES FOR THE RECRUITMENT OF A CITY MANAGER IN THE AMOUNT OF \$17,500.00.

Motion by TUCKER, second by PECHTL to approve the agreement in an amount not to exceed \$24,700.00.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

E-4. SUBJECT: RANGE RECLASSIFICATIONS WITHIN MANAGEMENT, SUPERVISORY, PROFESSIONAL, CONFIDENTIAL (MSPC) COLLECTIVE BARGAINING UNIT.

1. APPROVAL OF RECLASSIFICATION OF THE HUMAN RESOURCES ANALYST RANGE 78 TO THE NEW CLASSIFICATION OF HUMAN RESOURCES MANAGER RANGE 98.

Motion by PECHTL, second by TUCKER to approve the reclassification.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

2. APPROVAL OF RECLASSIFICATION OF THE MANAGEMENT ANALYST RANGE 80 TO THE NEW CLASSIFICATION OF ASSISTANT CITY MANAGER RANGE 101 AND NEW DRAFT JOB DESCRIPTION.

Motion by PECHTL, second by TUCKER to approve the reclassification.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

3. APPROVAL OF RECLASSIFICATION OF THE FINANCE DIRECTOR RANGE 101 TO THE NEW CLASSIFICATION OF ADMINISTRATIVE SERVICES DIRECTOR RANGE 102.

Motion by DALE, second by PECHTL to approve the reclassification.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

E-5. SUBJECT: RECLASSIFICATION OF DIRECTOR OF INFORMATION TECHNOLOGY FROM CONTRACT EMPLOYEE TO MSPC COLLECTIVE BARGAINING UNIT.

1. APPROVAL OF RECLASSIFICATION OF THE DIRECTOR OF INFORMATION TECHNOLOGY FROM CONTRACT EMPLOYEE TO RANGE 102.

Motion by TUCKER, second by DALE to approve the reclassification .

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

E-6. SUBJECT: COMMUNITY SERVICES DEPARTMENT STAFFING.

1. AUTHORIZATION TO CREATE ADMINISTRATIVE ASSISTANT POSITION WITHIN THE COMMUNITY SERVICES DEPARTMENT.

Motion by PECHTL, second by DALE to approve the creation of position.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

E-7. SUBJECT: RECLASSIFICATION OF LIBRARY SUPERVISOR TO LIBRARY TECHNICIAN.

1. AUTHORIZATION TO RECLASSIFY LIBRARY SUPERVISOR TO LIBRARY TECHNICIAN.

Motion by PECHTL, second by DALE to reclassify the position.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

E-8. SUBJECT: ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO VALLARTA AVENUE FROM FONZIE AVENUE TO ROSARITO DRIVE.

DALE announced a conflict of interest with this item and left the room.

1. APPROVAL OF CLOSING AMOUNT WITH FINAL QUANTITIES.

Motion by PECHTL second by TUCKER to approve the closing amount.

AYES: EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: DALE MOTION CARRIED 4-0

2. ACCEPTANCE OF WORK AS COMPLETED BY AGGREGATE PRODUCTS, INC. (API) AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION.

Motion by TUCKER, second by EUGENIO to accept the project as completed and authorize the filing of the Notice of Completion.

AYES: EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: DALE MOTION CARRIED 4-0

COUNCIL MEMBER DALE returned.

E-9. SUBJECT: LABOR COMPLIANCE FOR THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT.

1. AWARD CONTRACT FOR LABOR COMPLIANCE SERVICES TO LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA IN THE AMOUNT OF \$30,240.00

Motion by TUCKER, second by DALE to award contract to Labor Compliance Consultants of Southern California.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

E-10. SUBJECT: REGULAR MEETING OF JANUARY 1, 2020.

1. APPROVAL TO CANCEL OR RESCHEDULE THE CITY COUNCIL MEETING OF JANUARY 1, 2020 DUE TO THE NEW YEAR'S DAY HOLIDAY.

Motion by TUCKER, second by EUGENIO to cancel the meeting of January 1, 2020.

AYES: EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: DALE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 4-1

E-11. SUBJECT: REMOVAL AND REPLACEMENT OF RUBBER SURFACING AT VICTORIA PARK, SKY RANCH PARK, AND SAVANNA PARK

1. AUTHORIZATION TO SEEK BIDS FOR THE REMOVAL AND REPLACEMENT OF POUR-IN-PLACE RUBBER SURFACING AT SAVANNA PARK.

Motion by PECHTL, second by TUCKER to approve the seeking of bids.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

2. AUTHORIZATION TO SEEK BIDS FOR THE REMOVAL AND REPLACEMENT OF POUR-IN-PLACE RUBBER SURFACING AT SKY RANCH PARK.

Motion by PECHTL, second by TUCKER to authorize staff to seek bids.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

3. AUTHORIZATION TO SEEK BIDS FOR THE REMOVAL AND REPLACEMENT OF POUR-IN-PLACE RUBBER SURFACING AT VICTORIA PARK.

Motion by PECHTL, second by TUCKER to authorize staff to seek bids.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-12. SUBJECT: MAINTENANCE/REPAIR OF RUBBER SURFACING AT AVIATION PARK.

1. AUTHORIZATION TO SEEK BIDS FOR THE ROLL COAT AND REPAIR OF EXISTING POUR-IN-PLACE RUBBER SURFACING AT AVIATION PARK.

Motion by DALE, second by TUCKER to authorize staff to seek bids.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-13. SUBJECT: IMPERIAL LIGHT PARADE AND MARKET DAYS REPORT.

Discussion only, no action

F. REPORTS:

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

EUGENIO stated she is looking forward to the upcoming December events.

TUCKER asked the community for their support and patience during the search for Interim City Manager and City Manager recruitment.

DALE looking forward to December events coming up.

PECHTL stated he is glad to see the electronic signs being used to announce city events and street closures.

AMPARANO stated he is looking forward to the upcoming events. Reported on receiving complaints regarding vehicles speeding along Alejandro Street.

F-2. SUBJECT: CITY MANAGER REPORT

Reminded Council about the City Employee Christmas Party.

F-3. SUBJECT: DEPARTMENT REPORTS.

HAUGH, PAO-NAF invited all to attend the Christmas parade on base this Friday.

GRAN, Imperial Chamber of Commerce reminder about Christmas in a Small Town on December 7, 2019.

CITY COUNCIL MEETING ADJOURNED AT 8:14 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, DECEMBER 18, 2019 AT 7:00 P.M.



CARL WARREN & COMPANY
Claims Management and Solutions

D-4

February 11, 2020

TO: City of Imperial

ATTENTION: Debra Jackson

RE: Claim	:	Loyd vs. Imperial
Claimant	:	Michael Loyd
Member	:	City of Imperial
Date Rec'd by Mbr	:	8/5/19
Date of Event	:	5/8/19
CW File Number	:	1997937 TV

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 a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and 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,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

DATE SUBMITTED February 12, 2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED February 19, 2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WW UV System DISCUSSION/ACTION: I. Discuss, Approve/Disapprove purchase of maintenance equipment parts for UV System at Waste Water Plant.				
DEPARTMENT INVOLVED: Public Services Waste Water				
BACKGROUND/SUMMARY: Requesting to purchase budgeted parts for maintenance of Waste Water UV system				
FISCAL IMPACT: \$14,371.84 – Trojan UV Technologies 100% Maintenance Waste Water – GL: 55-520-5241	FINANCE INITIALS _____			
STAFF RECOMMENDATION: Approval	DEPT. INITIALS			
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS <u><i>OTM</i></u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED ☐ DISAPPROVED ☐ REFERRED TO: </td> <td style="width: 33%;"> REJECTED ☐ DEFERRED ☐ </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐		



for Jackie

QUOTE

A division of Trojan Technologies Group ULC
3020 GORE ROAD
LONDON, ONTARIO, CANADA N5V 4T7
T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

QUOTE FOR: IMPERIAL CITY HALL
420 SOUTH IMPERIAL AVENUE
IMPERIAL, CA
92251
UNITED STATES

SHIP TO: CITY OF IMPERIAL - WWTP
ATTN: CHRIS KEMP/WW OP II
701 EAST 14TH STREET
PH: 760-457-5772
IMPERIAL, CA
92251
UNITED STATES

FOR CUSTOMER SERVICE, CONTACT JUDY GEORGIJEV
VOICE - 1-800-291-0218/1-800-291-0213
FAX - 1-800-291-0083/1-800-290-6193
EMAIL - westernus@trojanuv.com

FORWARD AGENT:
CUSTOMER #: 475702
QUOTE #: 122384
QUOTE DATE: 02-04-2020
REFERENCE: P#480037 IMPERIAL, CA
LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
2.00	EA	26513518	4462.00EA	CAT	8924.00
		FILTER, MESH SF6000 350 MIC			
1.00	EA	26302202	1378.00EA	CAT	1378.00
		STRAINER, 190 DIA			
2.00	EA	20304002	53.59EA	CAT	107.18
		GASKET,OUTLET SPIGOT SF4K/SF6K			
2.00	EA	20314201	42.20EA	CAT	84.40
		SPRING, COVER, DEWATERING			
2.00	EA	448173	969.27EA	CAT	1938.54
		SENSOR ASSY, SIDE MOUNT LEVEL			
2.00	EA	508055	453.00EA	CAT	906.00
		SENSOR, PRESSURE 1/4BSP 15PSI			
1.00	EA	FREIGHT		CAT	
		FREIGHT & HANDLING			



A TROJAN TECHNOLOGIES BUSINESS

QUOTE

A division of Trojan Technologies Group ULC
3020 GORE ROAD
LONDON, ONTARIO, CANADA N5V 4T7
T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

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420 SOUTH IMPERIAL AVENUE
IMPERIAL, CA
92251
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ATTN: CHRIS KEMP/WW OP II
701 EAST 14TH STREET
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IMPERIAL, CA
92251
UNITED STATES

FOR CUSTOMER SERVICE, CONTACT JUDY GEORGIJEV
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FAX - 1-800-291-0083/1-800-290-6193
EMAIL - westernus@trojanuv.com

FORWARD AGENT:
CUSTOMER #: 475702
QUOTE #: 122384
QUOTE DATE: 02-04-2020
REFERENCE: P#480037 IMPERIAL, CA
LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
-----	------	------	-------	------	--------

GOODS	COSTS	TOTAL TAX	TOTAL USD
13338.12		1033.72	14371.84

DELIVERY TERMS: NO URGENCY FOR DELIVERY

PAYMENT TERMS:

FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.

SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.

GST# R105405385

THIS QUOTE EXPIRES: 03-30-2020

**U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s
FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.**

SOLD:

SHIP:

DATE SUBMITTED February 12, 2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED February 19, 2019

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

(Handwritten marks: a vertical line of circles and a signature)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WW DISCUSSION/ACTION:
 Headworks
 1. Discuss, Approve/Disapprove purchase of maintenance equipment parts for headworks at Waste Water Plant.

DEPARTMENT INVOLVED:
 Public Services Waste Water

BACKGROUND/SUMMARY:

Requesting to purchase budgeted parts for heber screen maintenance for Waste Water.

FISCAL IMPACT: \$12,683.43 – Huber Technologies

100% Maintenance Waste Water – GL: 55-520-5241

FINANCE
 INITIALS

STAFF RECOMMENDATION: Approval

DEPT. INITIALS

MANAGER'S RECOMMENDATION: ~~na~~

approve

CITY
 MANAGER'S
 INITIALS

otm

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

for Jackie

HUBER Technology, Inc. • Huntersville, NC



Billing Address

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
UNITED STATES

Delivery Address

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
UNITED STATES

OFFER:

Project:

71007099 / V1

City of Imperial, CA 13001757

Your Letter/Your Reference:

Date printed: Feb 5, 2020

Our Reference: van Etteken, Johan

Phone:

Fax:

Email: johan.van.etteken@hhusa.net

Customer No: 114413

Phone: +1-760-355-3807

Fax:

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
10/1	12.00	pcs	508603 roller D100 d30 L 40 800kg	84219900	265.08	3,180.96 7.75%
20/1	9.00	pcs	504846 brush L 441 6D 40/65 0,6		253.30	2,279.70 7.75%
30/1	50.00	pcs	706881 flat jet nozzle 632.941.5ECC 1/4" 20° 3 bar:27,4 l/min		34.17	1,708.50 7.75%
40/1	4.00	pcs	10000001 Submersible Transducer 76-000-A017		1,113.00	4,452.00 7.75%
50/1	1.00	pcs	410150 Freight Estimate		150.00	150.00 7.75%

HUBER Technology, Inc.
Huber Technology, Inc. • 9735 NorthCross Center Court Suite A • Huntersville, NC 28078
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

HUBER Technology, Inc. • Huntersville, NC



Quotation No: 71007099
Date: Feb 5, 2020
Page: 2 (7)

Total net	USD	11,771.16
Including Tax	USD	912.27
Total gross	USD	12,683.43

Valid for: 90 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

van Ettekoven, Johan

Huber Technology, Inc.

ORDINANCE NO. 805**AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO C-1 (COMMERCIAL NEIGHBORHOOD) FOR APN 064-151-002**

Pursuant to Section 24.19.600 et al, the City Council of the City of Imperial, State of California, does hereby ordain as follows:

SECTION 1: The "Official Zoning Map" of the City of Imperial, Imperial County, adopted at Section 24.01.140 of Chapter 24 of the Imperial City Code is hereby conditionally amended pursuant to Section 24.19.600, et seq. as set forth in this ordinance.

SECTION 2: The property affected by this ordinance is specifically known as APN 064-151-002.

SECTION 3: The new zone for said property is hereby changed from R-1 (Residential Single Family) to C-1 (Commercial Neighborhood).

SECTION 4: Effective Date. This Ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial this 19th day of February 2020.

Darrell Pechtl, Mayor

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED February 14, 2020
 SUBMITTED BY L Gutierrez
 DATE ACTION REQUIRED February 19, 2020

SUCCESSOR AGENCY ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 76

IMPERIAL SUCCESSOR AGENCY AGENDA ITEM

SUBJECT: **CONSENT: IMPERIAL GARDENS APARTMENTS – SUBORDINATION AGREEMENT.**

1. APPROVAL OF SUBORDINATION AGREEMENT FOR IMPERIAL GARDENS APARTMENTS (\$100,000).

DEPARTMENT INVOLVED: **ADMINISTRATIVE SERVICES**

BACKGROUND/SUMMARY:

On Wednesday, February 5, 2020 the City Council approved the Subordination agreement for the \$2,606,430. Imperial Garden's Apartments also requires the approval of the \$100,000 Successor Agency loan.

The Redevelopment Agency approved an Owner Participation Agreement with Imperial Gardens Apartments (Chelsea Investment Corporation) to provide a loan in the amount of \$100,000 to assist in the construction of an 81 unit affordable housing development. The City of Imperial also entered into a promissory note agreement with the City of Imperial Redevelopment Agency in the maximum amount of \$2,606,430 (H.O.M.E. Funds). The payment terms of the loan(s) state an annual payment be made to the city and the amount of the payment is dependent upon the Distributable Cash Flow. The city is a junior lienholder. The senior loan, which was allocated from tax exempt bond proceeds from the California Debt Limit Allocation Committee, has a mandatory remarketing date of April 1, 2020. Chelsea Investment Corporation is working with Fannie Mae to refinance the senior loan in order to pay off the outstanding bonds that are maturing. The refinancing will allow for earlier loan payments to the city as it frees up senior items in the cash flow waterfall. The refinancing is ready to close with the exception of these items.

FISCAL IMPACT:

F.O. INITIALS 76

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

MANAGER'S RECOMMENDATION:

MANAGER'S OFFICE INITIALS _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Prepared by, and after recording
return to:

Gerson Law Firm APC
9255 Towne Centre Drive, Suite 300
San Diego, CA 92121

----- [Space Above This Line For Recording Data] -----

**SUBORDINATION AGREEMENT
(Affordable)**

This SUBORDINATION AGREEMENT (this “**Agreement**”) dated as of _____, 2020, is executed by and among (i) **ORIX REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company (“**Senior Lender**”), (ii) **CITY OF IMPERIAL**, a political subdivision of the State of California (“**Subordinate Lender**”), and (iii) **IGA, L.P.**, a California limited partnership (“**Borrower**”).

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Senior Loan Agreement**”), Senior Lender has agreed to make a loan to Borrower in the original principal amount of _____ (the “**Senior Loan**”), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Senior Note**”).

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Senior Security Instrument**”), encumbering the property described in the Senior Security Instrument as the “**Mortgaged Property**” as more particularly described on Exhibit A attached hereto.

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** (the “**Subordinate Loan**”) previously made from the Imperial Redevelopment Agency to Borrower pursuant to that certain Owner Participation Agreement dated March 5, 2003, between Borrower and the Imperial Redevelopment Agency, and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Subordinate Lender is the successor-in-interest to the Imperial Redevelopment Agency generally and as to the Subordinate Loan Documents.

E. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual Controlled by, under common Control with, or which Controls such Person, and in all cases any other Person that holds fifty percent (50%) or more of the ownership interests in such Person.

"Borrower" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which Senior Lender is not open for business, or (d) a day on which the Federal Reserve Bank of New York is not open for business.

"Condemnation Action" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

"Control" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or operations of such entity, whether through the ownership of voting securities, ownership interests or by contract or otherwise.

"Default Notice" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

“Senior Lender” means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

“Senior Loan Default” means the occurrence of an “Event of Default” as that term is defined in the Senior Loan Documents.

“Senior Loan Documents” means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, and all other “Loan Documents” as that term is defined in the Senior Loan Agreement.

“Subordinate Lender” means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Agreement” means the Loan and Security Agreement of even date herewith by and between Borrower and Subordinate Lender.

“Subordinate Loan Default” means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

“Subordinate Loan Documents” means the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

“Subordinate Mortgage” means the mortgage, deed of trust or deed to secure debt encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender will cause to be recorded among the applicable land records prior to or concurrently with this Agreement.

“Subordinate Note” means the promissory note in the principal amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** issued by Borrower to the Imperial Redevelopment Agency, pursuant to that certain Owner Participation Agreement, dated March 5, 2003, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower’s obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower’s and Subordinate Lender’s Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Subordinate Note.

From and after the date of this Agreement, the Subordinate Note shall be deemed to contain the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note (and any schedules) in the original principal amount of _____, executed by **IGA, L.P., a California limited partnership** and payable to the order of **ORIX REAL ESTATE CAPITAL, LLC, a Delaware limited liability company** ("Senior Lender"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date with the Multifamily Note, between the payee of this Note, and Senior Lender and **CITY OF IMPERIAL, a political subdivision of the State of California** (the "**Subordination Agreement**"). The Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing the Multifamily Note and the terms, covenants and conditions of the Multifamily Loan and Security Agreement evidencing the terms of the Multifamily Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement.

(c) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(d) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(e) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

5. Deliveries.

Subordinate Lender shall submit the following items to Senior Lender the later of (a) ten (10) Business Days after the date on which the proceeds of the Subordinate Loan are disbursed to Borrower, and (b) the effective date of the Senior Loan Documents:

(1) Title Policy Endorsement.

An endorsement to the policy of title insurance insuring the lien of the Senior Security Instrument which insures that (A) there are no liens or other encumbrances affecting the Mortgaged Property, other than "Permitted Encumbrances" (as defined in the Senior Security Instrument), the Subordinate Mortgage, and other Subordinate Loan Documents filed or recorded against the Mortgaged Property, (B) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Security Instrument, and (C) this Agreement has been recorded among the applicable land records.

(2) Certification.

A certification from Borrower and Subordinate Lender to Senior Lender that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(3) Subordinate Loan Documents.

A complete set of the fully executed Subordinate Loan Documents, certified by Borrower to be true, correct and complete.

(4) Senior Loan Documents.

An executed copy of each of the Senior Loan Documents, certified by Borrower to be true, correct and complete.

6. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which

(but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 6 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 6(d).

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 6(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 6, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to

Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

7. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise

credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

8. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 8(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Subordinate Loan Agreement and the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents (if no other default has occurred under the Subordinate Loan Documents) until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

9. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the

Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

10. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 8(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

Following the occurrence of (1) a Condemnation Action, or (2) a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(A) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Senior Lender; provided, however, this subsection or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

(B) all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under

the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

11. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

12. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

13. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then to the extent of such payment or proceeds received and not retained by Senior Lender, this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

14. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

- (1) in writing and shall be:
 - (A) delivered, in person;
 - (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
 - (C) sent by overnight courier; or
 - (D) sent by electronic mail with originals to follow by overnight courier;
- (2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and
- (3) deemed given on the earlier to occur of:
 - (A) the date when the notice is received by the addressee; or
 - (B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of

any notice upon request by the other party.

15. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 6 hereof; (3) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:

ORIX REAL ESTATE CAPITAL, LLC,
a Delaware limited liability company

By: _____
Leila C. Sugay
Loan Processing and Closing Manager

Address: ORIX Real Estate Capital, LLC
1717 Main Street, Suite 900
Dallas, Texas 75201

With a copy to:
Fannie Mae
Attention: Multifamily Asset
Management
Drawer AM
1100 15th Street, NW
Washington, DC 20005

SIGNATURES CONTINUE ON FOLLOWING PAGE.

SIGNATURES CONTINUED FROM PREVIOUS PAGE

SUBORDINATE LENDER:

CITY OF IMPERIAL, a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Address: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

BORROWER:

IGA, L.P.,
a California limited partnership

By: Pacific Southwest Community Development Corporation,
a California nonprofit public benefit corporation
Managing General Partner

By: _____
Robert Laing
President and Executive Director

By: CIC 2001, LLC,
a California limited liability company
Co-General Partner

By: Chelsea Investment Corporation,
a California corporation
Manager

By: _____
Cheri Hoffman
President

Address: IGA, L.P.
c/o Chelsea Investment Corporation
6339 Paseo Del Lago
Carlsbad, CA 92011
Attn: Cheri Hoffman

With a copy to:
Pacific Southwest Community
Development Corporation
16935 W. Bernardo Drive, Suite 238
San Diego, CA 92064
Attn: Robert Laing

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

State of _____
County of _____

On _____, before me, _____, a notary public, personally appeared **LEILA C. SUGAY** 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____

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

State of _____
County of _____

On _____, before me, _____, a notary public, personally appeared **ROBERT LAING** 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of _____
County of _____

On _____, before me, _____, a notary public, personally appeared **CHERI HOFFMAN** 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Real property in the City of Imperial, County of Imperial, State of California, described as follows:

LOT 6, DAVIS SUBDIVISION, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 373 IN BOOK 6, PAGE 44 OF OFFICIAL MAPS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

DATE SUBMITTED February 12, 2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED February 19, 2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS () *8*

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WTP DISCUSSION/ACTION: VFD Replacement 1. Discuss, Approve/Disapprove purchase of VFD Power Unit.	
DEPARTMENT INVOLVED: Public Services	
BACKGROUND/SUMMARY: Requesting to purchase Variable Frequency Drive to replace current drive at Aten Booster Station. Received quotes from 3 sources; recommending to purchase from Sulzer: - GALCO - \$13,304.88 no tax included - WISTEX II LLC - \$10,694.19 tax included - SULZER- \$10,559.50 tax included	
FISCAL IMPACT: \$10,559.50 Sulzer 100% Water GL: 50-510-5241	FINANCE INITIALS <i>[Signature]</i>
STAFF RECOMMENDATION: Approval	DEPT. INITIALS <i>[Signature]</i>
MANAGER'S RECOMMENDATION: Approval <i>Approve</i>	CITY MANAGER'S INITIALS <i>[Signature]</i>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

Jisela Solorzano

From: websales@galco.com
Sent: Thursday, February 13, 2020 10:08 AM
To: Jisela Solorzano
Cc: instantquote@galco.com
Subject: Instant Quote for VFAS1-4900PC-HN

CAUTION: This email originated from outside the City of Imperial. **Do not click links or open attachments** unless you recognize the sender and know the content is safe.



INSTANT QUOTE

CONTACT INFO:

Web Sales Team
888-988-8083 ext: Option
2
Fax: 248-542-8031
websales@galco.com

Buy Products

Send-In Repair

On-Site Repair

Engineered Systems

City of Imperial

ATTN: Jackie Loper
ADDRESS: 420 S Imperial Ave
Imperial CA 92251
UNITED STATES
7604575199

Huge
Inventory

Over 2 Million Products

Shop Now



Convert Your Quote Now

NOTES FROM SALES

Thank you for your quote request. The underlined part number below links to the item on our website where you can find pictures, specification, documents, accessories and even alternatives when available. Please reply to this email or contact us at the number above to place your order.

LN#	PART NUMBER / DESCRIPTION	QTY	PRICE	EXT. PRICE	EST. LEAD TIME *
1	<u>VFAS1-4900PC-HN</u> Drive, AC, 125HP, 460V, 3PH, 179A, CT, 36.2"x12.2"x14.6", N1	1 Ea	\$13,304.88	\$13,304.88	12 DAYS
Grand Total (excludes shipping charges that may apply)				\$13,304.88	Valid For 30 Days

* Lead times are estimates based on previous sales.

26010 Pinehurst Drive, Madison Heights, MI 48071



GRID = 1 Inch

*Stock Image Disclaimer

Item Number:	VFAS1-4900PC-HN
Brand:	Toshiba
Item Category:	Drives
Subcategory:	AC
Series:	AS1
Input Range VAC:	460 Volts AC
Input Phase:	3
HP (CT):	125 Horsepower
Amps (CT):	179 Amps
Max. Frequency:	60 Hertz
Braking Type:	DC Injection;Dynamic Braking Transistor Optional (External)
AC Line Regenerative:	No
Closed Loop:	Optional
Motor Control-Max Level:	Open Loop Vector (Sensorless Vector)
Operator Controls:	Built In
NEMA Rating:	NEMA 1
Frame Size:	9

Quotation

WISTEX II LLC

1730 Stout Drive, Suite 1
Warminster, PA 18974-3855

215-328-9100

215-328-9081

Date	2/13/2020
Quote #	408140

Name / Address
CITY OF IMPERIAL

Terms	Rep	Ship Via:
CREDIT CARD	MI	BW

Qty	Item	Description	Rate	Total
1	VFAS3-4900PC	ASD.VFAS3.125HP/150HP.90kW/110kW.480V.3PH.1 73A/211A FACTORY STOCK IN HOUSTON SHIPPING NOT INCLUDED (MUST SHIP FREIGHT ~180 LBS.)	9,925.00	9,925.00T

Shipping is FOB shipping point and prepay and add unless a collect number is provided. Credit Card orders are charged at order placement. Wistex Terms and Conditions Apply.	Subtotal	\$9,925.00
	Sales Tax	\$769.19
	Total	\$10,694.19



Phone 909-825-7971 Fax 909-825-6312
620 So. Rancho Ave, Colton, CA 92324-3243
CA.LIC 822429

Refer to: Quote No **32133**

Fernando Viesca
Imperial, City of
420 South Imperial Avenue
Imperial

CA

92251

Date 2/13/2020
Ph. No.
Fax No.
Freight Prepay and Add

Your contact at Sulzer EMS: **Eleanor Corgan for Jesse**

Terr. **H**

Description	Unit Price	Delivery	FOB
Project Aten Booster #1 Replacement			
Scope: Replace 150Hp Toshiba W7 VFD Power Unit with Toshiba AS3.			
Toshiba AS3 VFD VFAS3-4900PC, 460 Volt, 150Hp, 211 Amps * Misc. Installation Material	\$9,800.00	2-4 Wks. ARO	Houston Tx.
Sales Tax (7.75%)	\$759.50		
Total	\$10,559.50		
New VFD power unit will come with a 1 year warranty.			
Note: Existing 18 pulse transformer and rectifiers will be reused.			

Sales Tax is additional if applicable. Prices good for 30 days, subject to change without notice.
Please Note: that this is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to our acceptance on the terms and conditions stated in our written Acknowledgment of order. We make no representations with respect to compliance with job specifications.

Comments

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DATE SUBMITTED February 12, 2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED February 19, 2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Professional Services VFD DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove hire of professional services for VFD installation.	
DEPARTMENT INVOLVED: Public Services	
BACKGROUND/SUMMARY: Requesting to hire Sulzer, for their professional services, to install electronic variable frequency drive at Aten Booster Station.	
FISCAL IMPACT: \$8,740.00 Sulzer 100% Water GL: 50-510-5241	FINANCE INITIALS 
STAFF RECOMMENDATION: Approval	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: Approval <i>approve</i>	CITY MANAGER'S INITIALS 
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED ☐ DISAPPROVED ☐ REFERRED TO: REJECTED ☐ DEFERRED ☐	



Phone 909-825-7971 Fax 909-825-6312
620 So. Rancho Ave, Colton, CA 92324-3243
CALIC 822429

Refer to: Quote No **32134**

Imperial, City of

420 South Imperial Avenue

Imperial

CA

92251

Date 2/13/2020

Ph. No.

Fax No.

Freight

Your contact at Sulzer EMS: **Eleanor Corgan for Jesse**

Terr. **H**

Description	Unit Price	Delivery	FOB
Project Aten Booster #1 Replacement			
Scope: Replace 150Hp Toshiba W7 VFD Power Unit with Toshiba AS3. Reconnect Power and Control Wiring			
Labor to install	\$8,740.00		
* Price reflects prevailing wage rate required in California.			

Sales Tax is additional if applicable. Prices good for 30 days, subject to change without notice.

Please Note: that this is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to our acceptance on the terms and conditions stated in our written Acknowledgment of order. We make no representations with respect to compliance with job specifications.

Comments

--

DATE SUBMITTED

02/12/20

SUBMITTED BY

COMMUNITY
SERVICES

DATE ACTION REQUIRED

02/19/20

COUNCIL ACTION	(X)
PUBLIC HEARING REQUIRED	()
RESOLUTION	()
ORDINANCE 1 ST READING	()
ORDINANCE 2 ND READING	()
CITY CLERK'S INITIALS	<u>8</u>

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AMERICAN ASSOCIATION OF RETIRED PERSONS TAX ASSISTANCE PROGRAM				
1. APPROVAL OF THE AMERICAN ASSOCIATION OF RETIRED PERSONS TO HOST ITS TAX ASSISTANCE PROGRAM FROM FEBRUARY 18 TO APRIL 7, 2020 AT THE CITY OF IMPERIAL PUBLIC LIBRARY COMMUNITY ROOM				
DEPARTMENT INVOLVED: COMMUNITY SERVICES				
BACKGROUND/SUMMARY: The American Association of Retired Persons (AARP) has requested to host its Tax Assistance Program at the Imperial Public Library Community Center, on Tuesdays, from February 18 to April 7, 2020, excluding February 26th and March 4th. The program is scheduled to run from 9AM to 1 PM. Tax-Aide serves low- to moderate-income individuals, at no cost to the taxpayer, and an AARP membership is not required. AARP has agreed to provide a certificate of insurance naming the City of Imperial as additionally insured. For more information, or to review the AARP Tax Assistance Program Facility Use Agreement, please see the attached documents.				
FISCAL IMPACT: There is no significant fiscal impact.	FINANCE INITIALS 			
STAFF RECOMMENDATION: It is the department's recommendation to approve for AARP to host its Tax Assistance Program at the Imperial Public Library Community Center from February 18 to April 7, 2020.	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS 			
MOTION: <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

**CITY OF IMPERIAL
FACILITY USE AGREEMENT FOR
AMERICAN ASSOCIATION OF RETIRED PERSONS
TAX ASSISTANCE PROGRAM**

THIS AGREEMENT, made and entered into this 12th day of February, 2020, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and American Association of Retired Persons , (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It Is the AGENCY's desire to serve the public interest of the community by providing taxpayers with tax services; and
- B. ORGANIZATION's goal and purpose is to assist low-to-moderate income taxpayers at no cost.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use Imperial Public Library Community Center (hereinafter "Subject Facility"), for a period of time, commencing February 18th and terminating April 7, 2020.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. 501(c)(3) designation from the IRS or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Master calendar of events.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID ORGANIZATION

ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.

- A. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- B. Event organizers are responsible for cleaning areas used, including daily trash produced by ORGANIZATION.
- C. Any violation of this Agreement by ORGANIZATION and/or any person run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
1. The conduct of any offensive, noisy or dangerous activity. The creation or maintenance of a public nuisance.
 2. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.
 3. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons.

VIII. MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- B. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- C. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- A. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such

inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

- B. AGENCY shall have the right to enter the Subject Facility utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility.

Furthermore, all requests for removal, alteration, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Community Services Director.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days in

advance of the effective date of such termination.

XIV. NOTICE

- A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:
- B. To AGENCY: City of Imperial
Department of Community Services
200 W. 9th Street
Imperial, CA 92251
Attention: Community Services Director
- C. To ORGANIZATION: American Association of Retired Persons

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIX. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

XX. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this

Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement has been made by the parties. Modification of this Agreement can only be made in writing, signed by both parties to this Agreement.

ORGANIZATION: American Association of Retired Persons

By: _____
Helen Lopez

AGENCY: City of Imperial
A Municipal Corporation

Dennis H. Morita, Interim City Manager

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____
Dennis H. Morita, APC
City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific

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

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

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

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

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

Agenda Item No. E-4

DATE SUBMITTED 02/12/20
 SUBMITTED BY COMMUNITY SERVICES
 DATE ACTION REQUIRED 02/19/20

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: IMPERIAL VALLEY FOOD BANK 10K RUN I. APPROVAL OF THE IMPERIAL VALLEY FOOD BANK TO HOST ITS 10K RUN ON MARCH 28, 2020	
DEPARTMENT INVOLVED: COMMUNITY SERVICES	
BACKGROUND/SUMMARY: The Imperial Valley Food Bank has requested permission to host a 10K Run within city limits on Saturday, March 28, 2020. The run will start in El Centro, along La Brucherie, and finish on the property of Imperial Valley Food Bank, 486 W. Aten Road, Imperial, CA 92251. The time of the event is 7:00am until 10:00am. The organizer, April King, has agreed that Imperial Valley Food Bank will acquire permission from the City of El Centro and Imperial County to run remaining route, outside City of Imperial jurisdiction. The Imperial Valley Food Bank has provided the City of Imperial a certificate of insurance naming the City of Imperial as additionally insured. To review the Imperial Valley Food Bank 10K route, please see the attached information. A detailed map will be provided during the presentation before Council. The Special Event Committee is scheduled to review the 10K Run at its meeting scheduled on February 13, 2020.	
FISCAL IMPACT: There is no significant fiscal impact. Imperial Valley Food Bank agrees to reimburse City for any cost created to support the 10K Run.	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: It is the department's recommendation to approve the Imperial Valley Food Bank to host its 10K Run in the City of Imperial on March 28, 2020.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: approve	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

Google Maps Bank to Bank 10K



Emergency Operational Plan

- Identify a representative for the event as a point of contact in case of an emergency.
April King
- Communications plan in the event of an emergency. Can be as simple as how and who is going to dial 9-1-1.
April King will call 911 in the event of an emergency.
- Identify and designate a specific Emergency Operations Center. (E.g. A building away from the event where attendees can have shelter)
486 West Aten Road, Imperial, CA 92251
- Will the presence of Police and Fire/Emergency personnel be required for the entirety of this event?
No



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2020

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 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 Blakemore & Associates Insurance PO Box 7737 San Diego, CA 92167 Phone (619) 222-4458 Fax (619) 224-5360		CONTACT NAME: Robert Blakemore PHONE (A/C, No, Ext): (619) 222-4458 FAX (A/C, No): (619) 224-5360 E-MAIL ADDRESS: bblakemore@sbcglobal.net	
INSURED Imperial Valley Food Bank & Imperial Valley Food Bank Foundation P.O. Box 4406 El Centro CA 92244		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: State Compensation Insurance Fund 35076 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LYR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR) 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 ☐ PROJECT ☐ LOC ☐ OTHER	Y Y	PHPK2073021	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐		PHPK2073021	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000.00		PHUB703924	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 3,000,000.00 AGGREGATE \$ 3,000,000.00 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	9004293-2020	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

City of Imperial is named additional Insured.

CERTIFICATE HOLDER

City of Imperial
420 South Imperial Avenue
Imperial CA 92251

CANCELLATION

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

Robert A. Blakemore

DATE SUBMITTED 02/12/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 02/19/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 86

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 ATEN BLVD SIDEWALK PROJECT PHASE 2 - FROM LaBRUCHERIE RD TO SHILOH RD
 CITY OF IMPERIAL BID NO. 2019-02

1. ACCEPTANCE OF COMPLETED WORK.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council to conduct a competitive BID process and construction of new concrete sidewalk, driveway approaches and handicap ramps along the south side of Aten Blvd from LaBrucherie Rd to Shiloh Rd, the westerly side of LaBrucherie Rd, as well as improvements at Aten Blvd & LaBrucherie Rd intersection by installing additional pedestrian push buttons and crosswalks to provide pedestrian safety.

This project was included in our Capital Improvement Plan (CIP) 2015 – 2019 funded through Local Transportation Program.

An individual contract was awarded to Pyramid Construction and Aggregates, Inc. through said BID process.

All work was completed per approved improvement plans.

See EXHIBIT "A" attached herewith for Details.

The construction project was successfully completed on February 07, 2020.

FISCAL IMPACT:

Original Contract Sum: \$ 438,063.39
 C.O. Additional PCC Sidewalk \$ 948.96
 Final Contract amount including C.O. \$ 439,012.35 (+0.22%)
 from LTA MEASURE 'D'

ADMIN
 SERVICES
 SIGN INITIALS

140

STAFF RECOMMENDATION:

Staff recommends City Council approval of final contract amount and acceptance closing of the project.

DEPT. INITIALS

OM

MANAGER'S RECOMMENDATION:

approve

CITY
 MANAGER's
 INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

EXHIBIT "A"

Sheet 1

ATEN BOULEVARD SIDEWALK PROJECT - PHASE 2
FROM LABRUCHERIE ROAD TO SHILOH ROAD

IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

GENERAL NOTES:

1. CITY ENFORCEMENT PERMIT CONDITIONS AND PROVISIONS SHALL TAKE PRECEDENCE OVER THE APPROVED PLANS AND SPECIFICATIONS FOR ANY CONFLICTS.
2. THE STRUCTURAL SECTION SHALL BE IN ACCORDANCE WITH CITY OF IMPERIAL STANDARDS (ON THE BASIS OF THE CITY OF IMPERIAL STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 1995 EDITION, WITH THE LATEST REVISIONS, AND THE CITY OF IMPERIAL STANDARD SPECIFICATIONS FOR WATER SUPPLY SYSTEMS, 1995 EDITION, WITH THE LATEST REVISIONS).
3. APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY.
4. ALL UNDERGROUND UTILITIES WITHIN THE STREET RIGHT-OF-WAY SHALL BE CONSTRUCTED CONNECTED AND TESTED PRIOR TO CONSTRUCTION OF BERM, CURB, CROSS-CUTTER AND PAVING.
5. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION OF ANY NEW UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
6. LOCATION AND ELEVATION OF MANHOLE/VENTS TO BE SET BY ADJUST TO BE COME SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK. CONTRACTOR WILL MAKE NECESSARY ADJUSTMENTS TO PLANS TO REFLECT FIELD MEASUREMENTS. CONTRACTOR WILL MAKE NECESSARY ADJUSTMENTS TO PLANS TO REFLECT FIELD MEASUREMENTS.
7. UTILITIES COMPANION AND LESS THAN 3 WORKING DAYS PRIOR TO ANY EXCAVATION OR TRENCHING, THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
9. PRIVATE ROAD IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATION ONLY. CITY OFFICIALS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
10. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY STRIPPING PAVEMENT MARKERS, OR LEGIONS CONTAINED IN THE CONSTRUCTION OF THIS PROJECT.

11. THE CONTRACTOR SHALL DO ALL NEW STRIPING AND SANDBLASTING OF REDUNDANT STRIPING.
12. THE CONSTRUCTION OF ONE FOOT STANDARD SIDEWALK PER LOT LOCATION TO BE DETERMINED IN THE FIELD BY THE ENGINEER OF WORK. PCC SURFACING OF DRIVEWAYS TO EXTERIOR FROM CURB TO IMPERIAL CURE UNLESS OTHERWISE SHOWN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
14. NO REVISIONS OF ANY KIND SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ENGINEER OF WORK. ANY REVISIONS SHALL BE SUBMITTED TO THE ENGINEER OF WORK IN THE FORM OF A REVISION SHEET. ANY REVISIONS SHALL BE SUBMITTED TO THE ENGINEER OF WORK IN THE FORM OF A REVISION SHEET.
15. ALL WORK AND MATERIAL SHALL CONFORM TO THE PLANS AND SPECIFICATIONS OF THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
16. UNLESS SPECIFICALLY INDICATED OTHERWISE, MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 1995 EDITION, WITH THE LATEST REVISIONS, AND THE STANDARD SPECIFICATIONS FOR WATER SUPPLY SYSTEMS, 1995 EDITION, WITH THE LATEST REVISIONS.
17. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL AS REQUIRED.
18. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN EXCAVATION PERMIT FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A CONSTRUCTION ACTIVITY STORM WATER PERMIT FROM THE STATE WATER RESOURCES CONTROL BOARD DIVISION OF WATER QUALITY CONTROL, 1995 EDITION, WITH THE LATEST REVISIONS.
20. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. PERMIT DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD. PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.
22. ANY EXISTING SURVEY MONUMENTS OR CITY RECORDED BENCHMARKS SHALL BE PROTECTED BY THE CONTRACTOR. SHOULD ANY SURVEY MONUMENTS OR BENCHMARKS BE REMOVED, DAMAGED, OR DESTROYED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL SURVEY MONUMENTS AND BENCHMARKS.
23. THE NOTES LISTED ABOVE ARE MINIMUM LIST. THIS DOES NOT RELIEVE THE ENGINEER FROM COMPLETING ADDITIONAL NOTES THAT MAY BE REQUIRED FOR THE PROJECT.

TRAFFIC CONTROL PLAN NOTE:

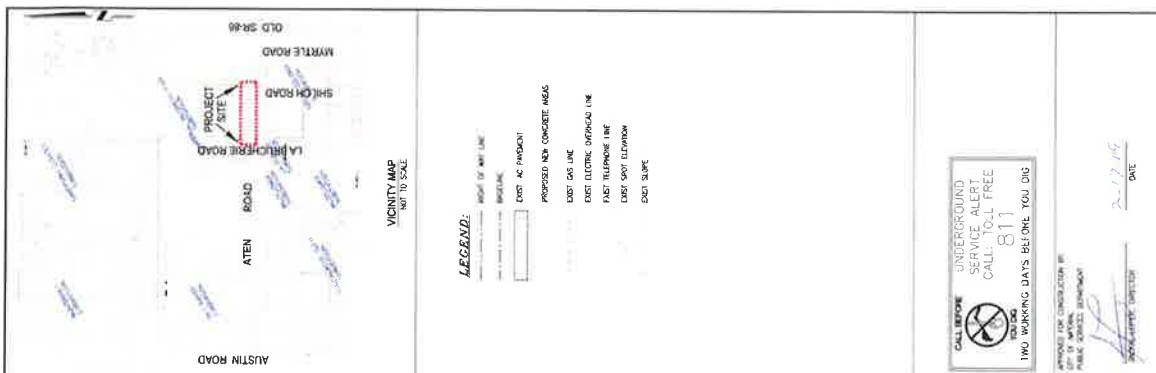
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT THE TRAFFIC CONTROL PLAN FOR THIS PROJECT AT THE TIME OF PERMITTING TO THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.

WATER POLLUTION CONTROL PLAN NOTE:

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A WATER POLLUTION CONTROL PLAN TO THE CITY OF IMPERIAL, THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND ANY OTHER AGENCIES THAT MAY HAVE JURISDICTION OVER THE UTILITIES TO BE CONSTRUCTED OR RELOCATED.

SHEET INDEX:

1. TITLE SHEET
2. SITE PLAN LABRUCHERIE RD
3. SITE PLAN ATEN BLVD
4. DETAILS
5. PHOTO REPORT



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

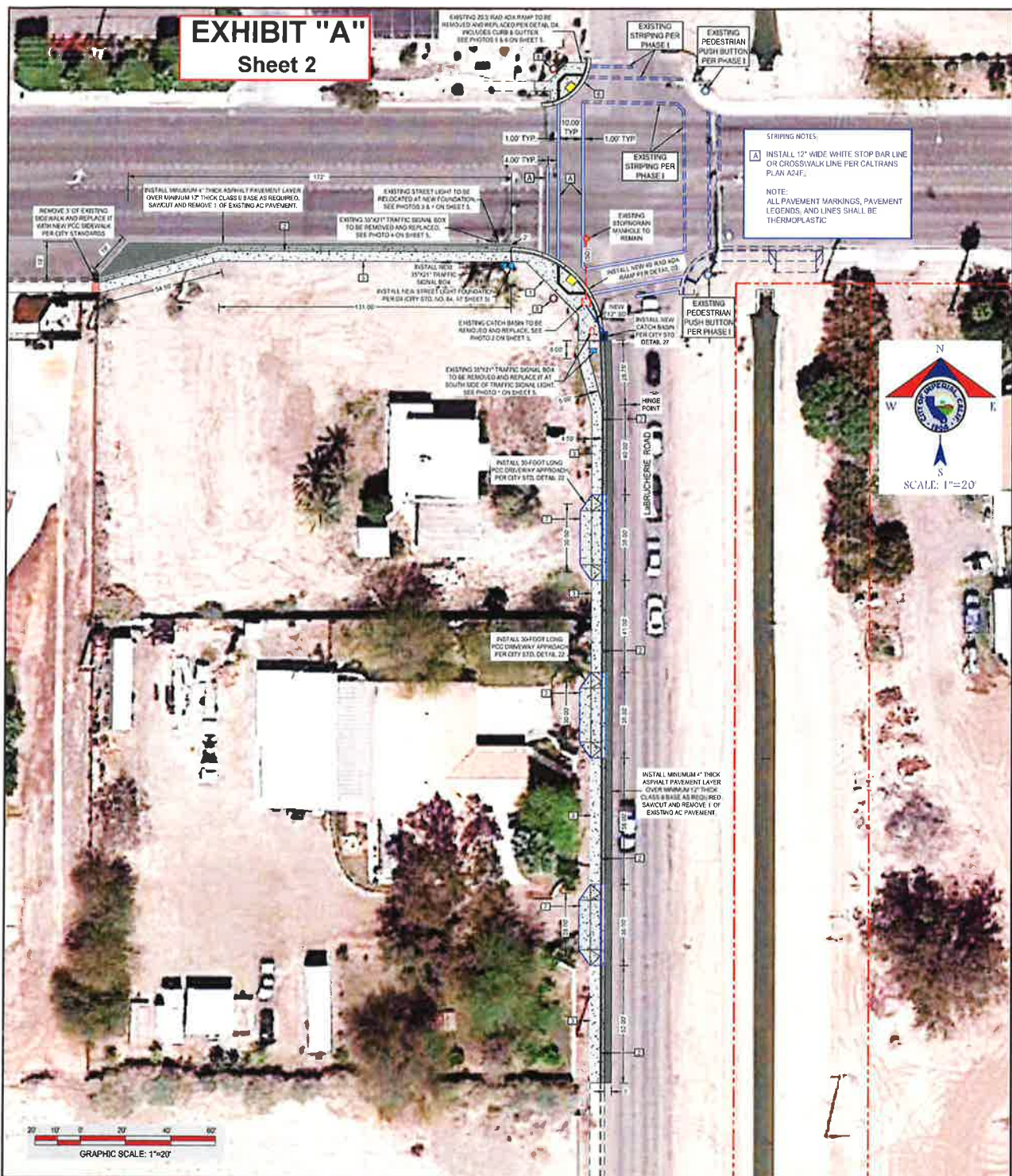


TITLE SHEET
ATEN BOULEVARD SIDEWALK PROJECT
PHASE 2
FROM LABRUCHERIE ROAD TO SHILOH ROAD

SHEET
1
OF
5
SHEETS

DATE: 08/13/2018

EXHIBIT "A"
Sheet 2



KEYNOTES

1. INSTALL HANDICAP RAMP PER DETAIL D2 (SOUTHWEST CORNER OF LABRUCHIERE RD & ATEN BLVD INTERSECTION)
2. INSTALL PCC CURB AND GUTTER PER DETAIL D6 (CITY STD. DET. NO. 21)
3. INSTALL PCC ATTACHED SIDEWALK PER DETAIL D6 (CITY STD. DET. NO. 23).
4. INSTALL PCC DRIVEWAY APPROACH PER DETAIL D1
5. INSTALL PCC DETACHED SIDEWALK PER DETAIL D3
6. INSTALL HANDICAP RAMP PER DETAIL D4 (NORTHEAST CORNER OF LABRUCHIERE RD & ATEN BLVD INTERSECTION) INCLUDES REMOVAL AND DISPOSAL OF EXISTING HANDICAP RAMP/CURB & GUTTER.
7. INSTALL PCC DRIVEWAY APPROACH PER DETAIL D7 (CITY STD. DET. NO. 22).
8. INSTALL PEDESTRIAN PUSH BUTTON SYSTEM TYPE "10" PER CALTRANS 2015 STANDARD PLAN E5-5C. THIS CONCEPT INCLUDES PUSH BUTTONS, PEDESTRIAN SIGNAL HOUSINGS, WIRING AND NECESSARY APPURTENANCES FOR PROPER OPERATION. ALSO INCLUDES PUSH BUTTON ASSEMBLY POSTS PER CALTRANS 2015 STANDARD PLAN E5-5A.

NO.	REVISIONS	APPROVED	DATE

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718



**COMMUNITY
DEVELOPMENT
DEPARTMENT**

SITE PLAN - LaBRUCHERIE RD
ATEN BOULEVARD SIDEWALK PROJECT
PHASE 2
FROM LaBRUCHERIE ROAD TO SHILOH ROAD

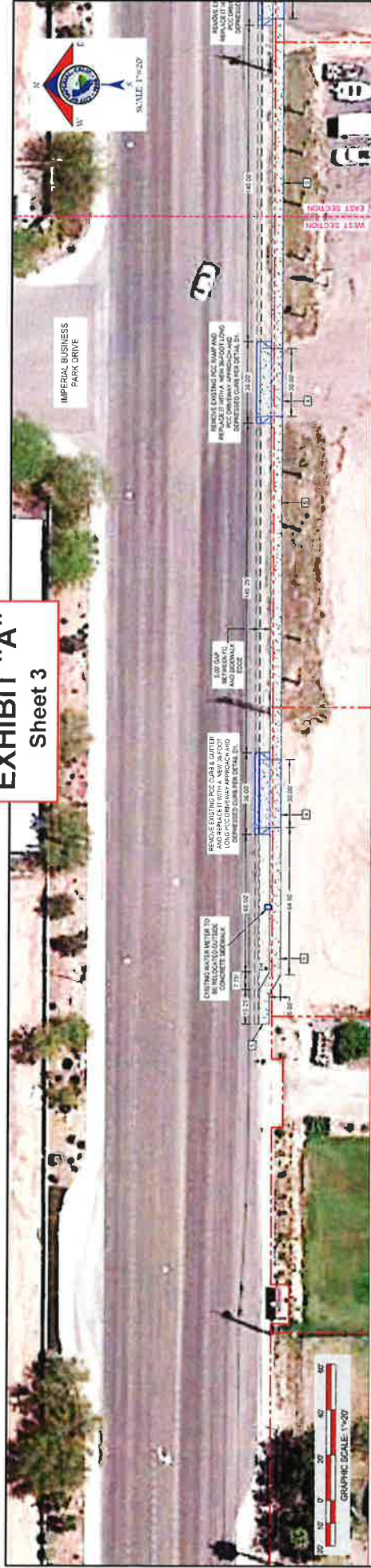
DATE: 08/13/2018

SHEET
2

5 SHEETS

EXHIBIT "A"

Sheet 3



KEYNOTES

1. INSTALL HANDICAP RAMP PER DETAIL D2 (SOUTHWEST CORNER OF LABRUCHERIE RD & ATEN BLVD INTERSECTION).
2. INSTALL PCC CURB AND GUTTER PER DETAIL D5 (CITY STD. DET. NO. 21).
3. INSTALL PCC ATTACHED SIDEWALK PER DETAIL D6 (CITY STD. DET. NO. 26).
4. INSTALL PCC DRIVEWAY APPROACH PER DETAIL D1.
5. INSTALL PCC DETACHED SIDEWALK PER DETAIL D3.
6. INSTALL HANDICAP RAMP PER DETAIL D4 (NORTHWEST CORNER OF LABRUCHERIE RD & ATEN BLVD INTERSECTION).
7. INCLUDES REMOVAL AND DISPOSAL OF EXISTING HANDICAP RAMPS, CURBS & GUTTER.
8. INSTALL PCC DRIVEWAY APPROACH PER DETAIL D2 (CITY STD. DET. NO. 22).
9. INSTALL PERESTRIAN PUSH BUTTON SYSTEM TYPE "B" PER CALTRANS 2015 STANDARD.
10. INCLUDES REMOVAL AND DISPOSAL OF EXISTING HANDICAP RAMPS, CURBS & GUTTER.
11. WIRING AND ALL NECESSARY APPURTENANCES FOR PROPER OPERATION. ALSO INCLUDES PUSH BUTTON ASSEMBLY POST PER CALTRANS 2015 STANDARD PLAN RSP E3-7A.



REVISIONS	DATE

DESIGNER'S NOTES: A. 100% The Engineer's placing these plans will not be responsible for, or liable for, unauthorized changes to or use of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.



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COMMUNITY
DEVELOPMENT
DEPARTMENT

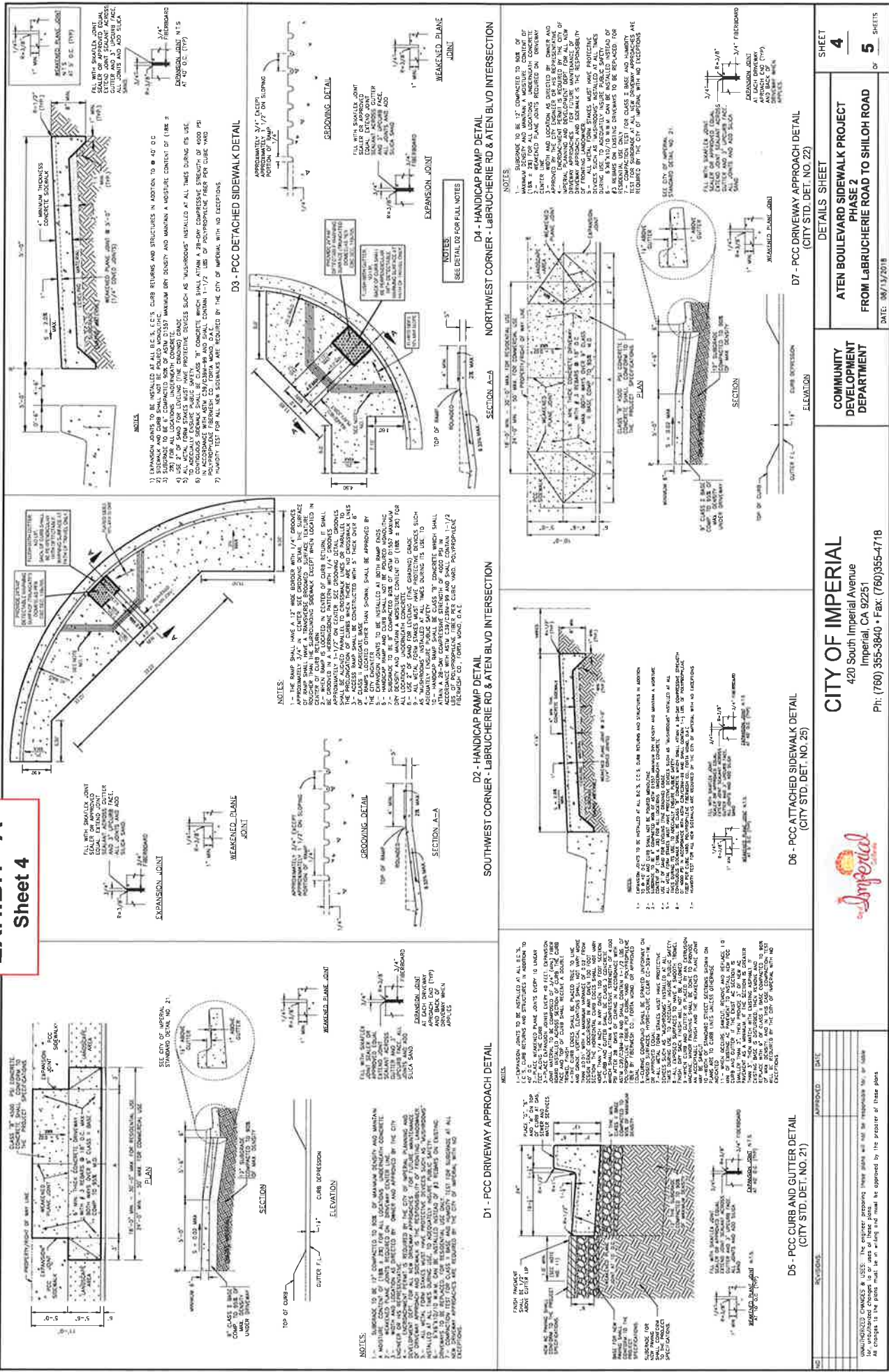
ATEN BOULEVARD SIDEWALK PROJECT
PHASE 2
FROM LABRUCHERIE ROAD TO SHILOH ROAD

DATE: 08/13/2018

SHEET
3
OF
5

EXHIBIT "A"

Sheet 4



NO.	REVISIONS	APPROVED	DATE

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760)355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

DETAILS SHEET

ATEN BOULEVARD SIDEWALK PROJECT
PHASE 2
FROM LABRUCHERIE ROAD TO SHILOH ROAD

SHEET 4

SHEETS 5

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for any changes to the plans made by anyone other than the engineer or his authorized representative. All changes to the plans must be in writing and must be approved by the engineer of these plans.

EXHIBIT "A"

Sheet 5



PHOTO #1
SOUTHWEST CORNER - LABRUCHERIE RD & ATEN BLVD INTERSECTION



PHOTO #2
SOUTHWEST CORNER - LABRUCHERIE RD & ATEN BLVD INTERSECTION



PHOTO #3
SOUTHWEST CORNER - LABRUCHERIE RD & ATEN BLVD INTERSECTION



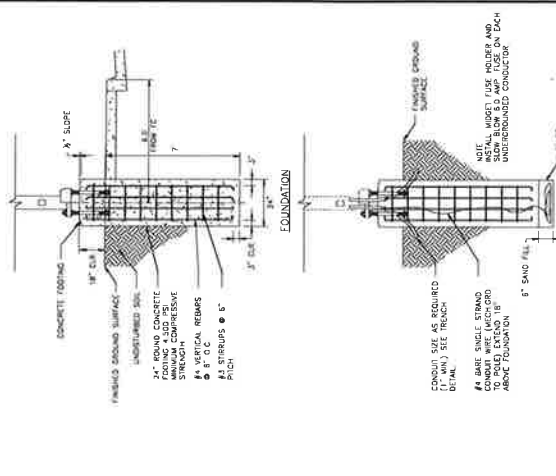
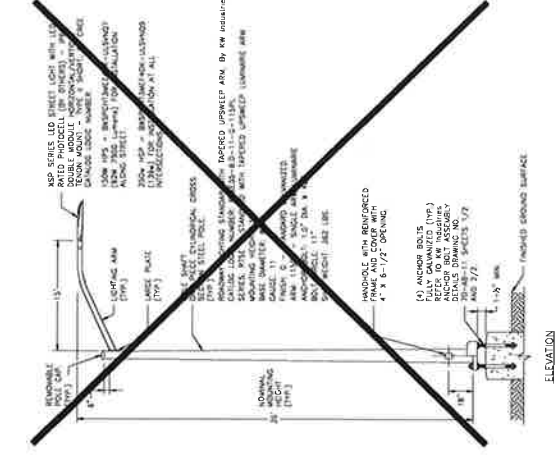
PHOTO #4
SOUTHWEST CORNER - LABRUCHERIE RD & ATEN BLVD INTERSECTION



PHOTO #5
NORTH-WEST CORNER - LABRUCHERIE RD & ATEN BLVD INTERSECTION



PHOTO #6
NORTH-WEST CORNER - LABRUCHERIE RD & ATEN BLVD INTERSECTION



D8 - STREET LIGHT DETAIL (USE FOUNDATION ONLY)
(CITY STD. DET. NO. 64)

NO.	REVISIONS	APPROVED	DATE

UNAUTHORIZED CHANGES & USE: The engineer preparing these plans will not be responsible for, or liable for, unindicated changes to or use of these plans. All changes to the plans must be in writing and must be approved by the engineer at these points.



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

PHOTO REPORT
ATEN BOULEVARD SIDEWALK PROJECT
PHASE 2
FROM LABRUCHERIE ROAD TO SHILOH ROAD

SHEET 5
OF **5** SHEETS

DATE: 08/13/2019

DATE SUBMITTED

2/12/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/19/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 2

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

ATEN BOULEVARD BIKE PATH FROM "P" STREET TO DOGWOOD ROAD

1. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF THE ATEN BOULEVARD BIKE PATH FROM "P" STREET TO DOGWOOD ROAD.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial, working through the Congestion Mitigation and Air Quality Improvement Program (CMAQ), provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. LTA Measure D funds will be used to leverage the federal funds for the construction of the project.

Work scope consists of pavement, striping, and signage used to allocate a portion of the roadway for exclusive use by bicyclists, pedestrians and those using non-motorized modes of travel. For details please see the attached plans (draft) and aerial view of project.

FISCAL IMPACT:

1. Bike Path Project \$488,000
\$432,000 CMAQ Funds
\$56,000 Measure "D" Funds

ADMIN
SERVICES
SIGN INITIALS

1/10

STAFF RECOMMENDATION:

1. Authorize to seek bids for the construction of the bike path project.

DEPT. INITIALS

OM

MANAGER'S RECOMMENDATION:

Approved

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

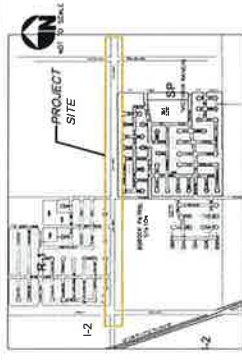
REJECTED ()

DEFERRED ()

VICINITY MAP



PROJECT AREA



DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THE PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT PROFESSIONAL STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND ANY REVISIONS OR CORRECTIONS WILL BE THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OF RECORD, OR HIS OR HER ASSISTANT, AND NOT THE RESPONSIBILITY OF THE PROJECT DESIGNER.

CARLOS BELTRAN, P.E.
DYNAMIC CONSULTING ENGINEERS, INC.
10000 JESSIE PARK DR. STE. B
IMPERIAL, CA 92231
(760) 545-0182

CARLOS BELTRAN, P.E.
DATE: 02/20/2018
PAGE # 0037



NO.	REVISIONS	APPROVED	DATE

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans and any person who uses these plans for any purpose other than that intended by the engineer shall be liable for any and all consequences thereof. No part of these plans shall be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from the engineer.

ATEN BOULEVARD BICYCLE PATH FROM "P" STREET TO DOGWOOD ROAD IN THE CITY OF IMPERIAL, CALIFORNIA

JANUARY 2020(2nd SUBMITTAL)

PROJECT INFORMATION

OWNER
CITY OF IMPERIAL
1000 JESSIE PARK DR. STE. B
IMPERIAL, CA 92231
TEL: (760) 545-0182
FAX: (760) 545-0183

ENGINEER

DYNAMIC CONSULTING ENGINEERS, INC.
10000 JESSIE PARK DR. STE. B
IMPERIAL, CA 92231
TEL: (760) 545-0182
FAX: (760) 545-0183

AGENCY CONTACTS

CITY OF IMPERIAL
IMPERIAL REGIONAL DISTRICT
PLANNING DEPARTMENT
301 S. MAIN ST. 2ND FLOOR
IMPERIAL, CA 92231
PHONE: (760) 545-0182
FAX: (760) 545-0183

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
1515 MARKET STREET, 15TH FLOOR
SAN FRANCISCO, CA 94102
PHONE: (415) 774-3000
FAX: (415) 774-3000

IMPERIAL COUNTY
IMPERIAL COUNTY ENGINEERING DEPARTMENT
1000 JESSIE PARK DR. STE. B
IMPERIAL, CA 92231
PHONE: (760) 545-0182
FAX: (760) 545-0183

SHEET INDEX

1. TITLE SHEET, VICINITY MAP AND GENERAL NOTES
2. IMPROVEMENT PLANS STA 1+00 TO STA 15+00
3. IMPROVEMENT PLANS STA 15+00 TO STA 25+00
4. IMPROVEMENT PLANS STA 25+00 TO STA 40+00
5. IMPROVEMENT PLANS STA 40+00 TO STA 50+00
6. IMPROVEMENT PLANS STA 50+00 TO STA 70+00
7. DETAIL SHEET

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE IMPERIAL COUNTY ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE IMPERIAL COUNTY ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE IMPERIAL COUNTY ENGINEERING DEPARTMENT.

ENGINEER'S NOTE TO CONTRACTOR

THE ENGINEER'S NOTE TO CONTRACTOR IS TO ADVISE THE CONTRACTOR THAT THE DESIGN OF THE PROJECT IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE GENERAL NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE IMPERIAL COUNTY ENGINEERING DEPARTMENT.

STREET IMPROVEMENT GENERAL NOTES

1. CITY OF IMPERIAL ENFORCEMENT PERMIT CONDITIONS AND PROVISIONS SHALL TAKE PRECEDENCE OVER THE APPROVED PLANS AND SPECIFICATIONS FOR ANY CONFLICTS.
2. THE STRUCTURAL SECTION SHALL BE IN ACCORDANCE WITH THE CITY OF IMPERIAL STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AND AS APPROVED BY THE CITY ENGINEERING DEPARTMENT.
3. APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY.
4. ALL UNDERGROUND UTILITIES WITHIN THE STREET RIGHT-OF-WAY SHALL BE EXPOSED AND RELOCATED PRIOR TO CONSTRUCTION OF BERM, CURB, CROSS-CUTTER, AND PAVEMENT.
5. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SURVEY OF THE AVAILABLE RECORDS. TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE UTILITIES ARE SHOWN CORRECTLY. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THESE PLANS.
6. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE SET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE IMPERIAL COUNTY ENGINEERING DEPARTMENT.
7. UTILITIES COMPENSATION
NO LESS THAN 3 WORKING DAYS PRIOR TO ANY EXCAVATION OR TRENCHING, EACH CONTRACTOR DOING SUCH WORK SHALL CONTACT THE FOLLOWING AGENCIES SO THAT THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES MAY BE LOCATED. THE AGENCIES ARE REQUIRED TO BE PRESENT:
 1. CITY OF IMPERIAL PLANNING DEPARTMENT AND ENGINEERING DEPARTMENT (760) 545-0182
 2. IRRIGATION DISTRICT (760) 545-0182
 3. IRRIGATION DISTRICT (760) 545-0182
 4. GAS CO. (760) 545-0182
 5. CABLE COMPANY SPECTRUM (760) 545-0182
 6. CABLE COMPANY SPECTRUM (760) 545-0182
8. BEFORE EXCAVATING FOR THIS PROJECT, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE IMPERIAL COUNTY ENGINEERING DEPARTMENT.
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24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE IMPERIAL COUNTY ENGINEERING DEPARTMENT.

CITY COUNCIL

ROBERT AMPARANO
DARRELL PECHTL
GEOFF DALE
KARIN EUGENIO
JAMES TUCKER

PARTICIPATING CITY STAFF

STEPHAN T. CHATWIN
DEBRA JACKSON
OTTHON MOYA
STACY COX
JESUS VILLEGAS
AMANDO AGUILAR



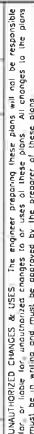
PROJECT TITLE: CITY OF IMPERIAL - ATEN BOULEVARD	SCALE	SHEET
BICYCLE PATH FROM "P" STREET TO DOGWOOD ROAD	AS SHOWN	1
DATE: JANUARY 14, 2020	DESIGNED BY: CE	OF 7 SHEETS
DATE: JANUARY 14, 2020	DESIGNED BY: CE	OF 7 SHEETS
DATE: JANUARY 14, 2020	DESIGNED BY: CE	OF 7 SHEETS

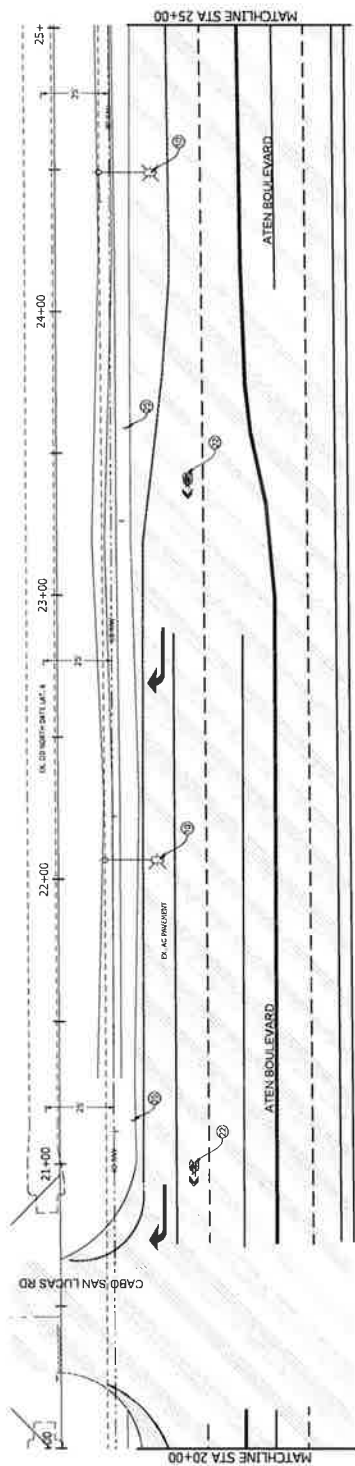
PREPARED UNDER THE DIRECT SUPERVISION OF	DATE
CARLOS BELTRAN, P.E.	02/20/2018
DATE	02/20/2018



BENCH MARK:
BENCHMARK DESCRIPTION: BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE CROSSING OF ATEN BOULEVARD AND DOGWOOD ROAD. THE BENCHMARK IS LOCATED AT THE CORNER OF THE CROSSING OF ATEN BOULEVARD AND DOGWOOD ROAD. THE BENCHMARK IS LOCATED AT THE CORNER OF THE CROSSING OF ATEN BOULEVARD AND DOGWOOD ROAD.





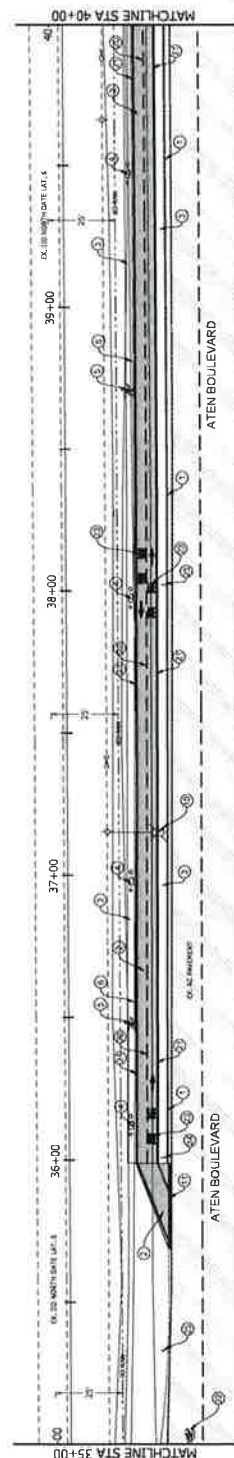


- [illegible]

- ② STRIPING AND SIGNAGE KEYNOTES
- ③ INSTALL YELLOW CENTER LINE PER MUTCD SECTIONS 3A.05, 3A.06, 3B.02 AND 3C.02
MUTCD FIGURE 9C-2A (PASSING PERMITTED)
- ④ INSTALL 4 INCH WHITE EDGE LINE
- ⑤ INSTALL SHARED LANE MARKING PER MUTCD FIGURE 9C-8
- ⑥ INSTALL "BIKE LANE" MARKING AND ARROW PER MUTCD FIGURE 9C-3 C
(WORD LEGENDS)
- ⑦ INSTALL BIKE LANE SIGN PER MUTCD SIGN 981 CA
- ⑧ INSTALL BICYCLE WAY USE FULL LANE PER MUTCD SIGN 984.1

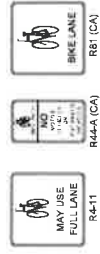
ALL STUDENTS AND MAJORS SHALL BE REQUIRED TO COMPLETE

[illegible]



- [illegible]

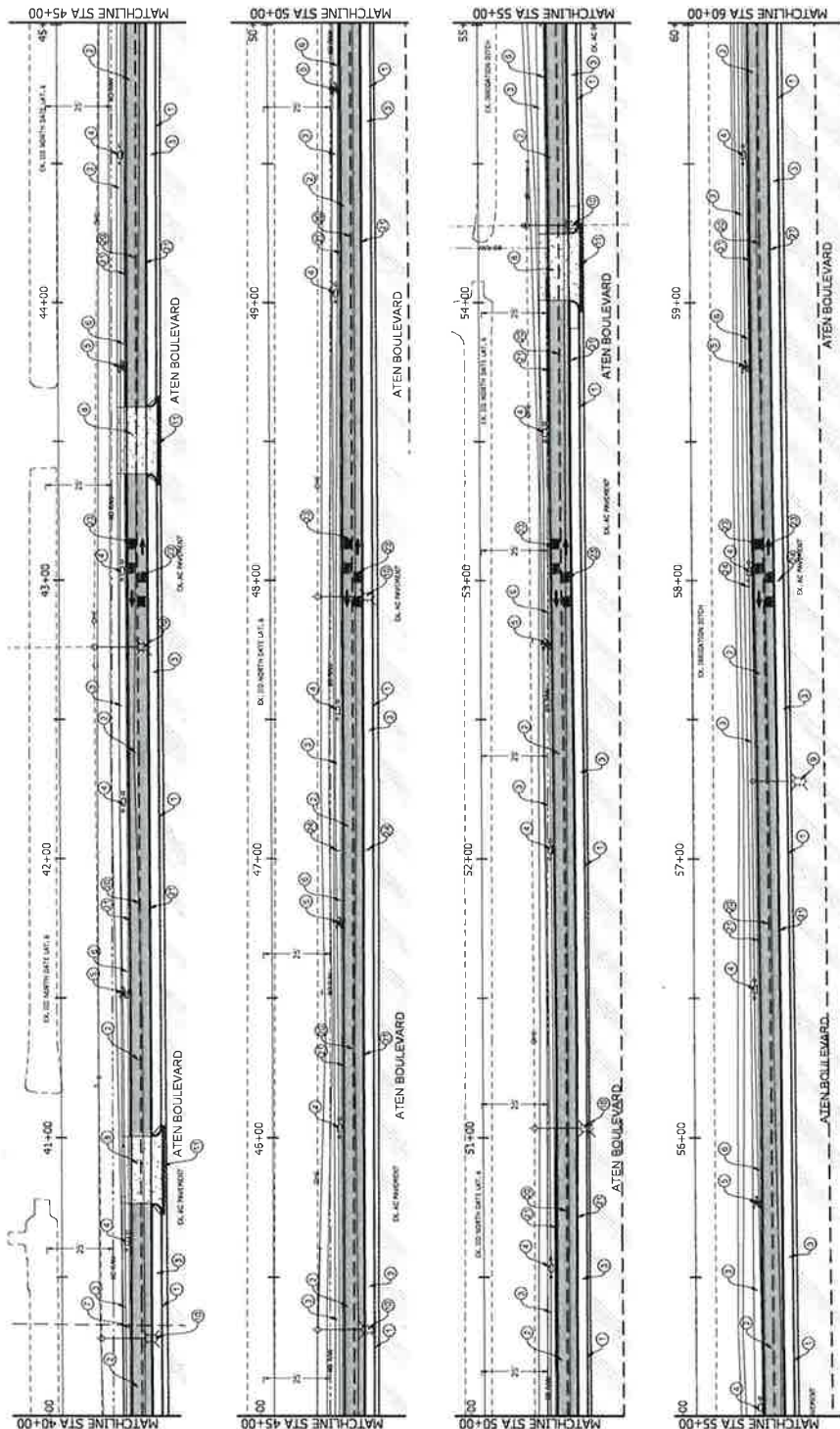
STRIPING AND MARKINGS SHALL BE DETONATED, EXPLODED OR

[illegible]

[illegible]

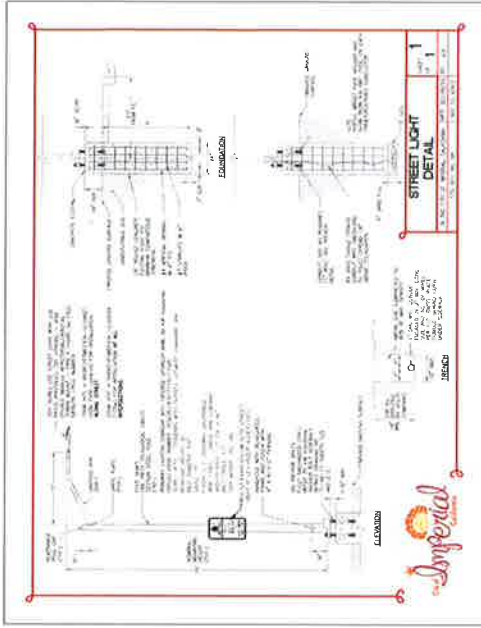
- 2 INSTALL YELLOW CENTER LINE PER MUTCD SECTIONS 3A.02, 3A.06, 3B.20 AND 3C.02. FIGURE 50-27A (PASSING PERMITTED)
- 2 INSTALL 4" INCH WHITE EDGE LINE
- 2 INSTALL SHARED LANE MARKING PER MUTCD FIGURE 30-9
- 2 INSTALL "BIKE LANE" MARKING AND ARROW PER MUTCD FIGURE 30-3.C (WORD LEGEND)
- 2 INSTALL BIKE LANE SIGN PER MUTCD SIGN 4B1-CA
- 2 INSTALL BICYCLE WAY USE FULL LANE PER MUTCD SIGN R4-11

ALL STAFFING AND MANPOWER SHALL BE ACTUALLY FULFILLING

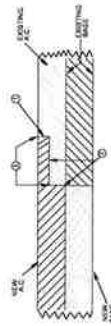


CITY OF IMPERIAL 420 South Imperial Avenue Imperial, CA 92251 Ph: (760) 355-3840 • Fax: (760) 355-4718	BENCH MARK: REMARKS: THE STATION MARK IS A STANDARD BENCH-MARK 0.500 SET IN A RETAINING WALL 0.75' WEST OF THE JUNCTION OF A SPUR TRACK SOUTH IN THE NORTH END OF THE EAST CORNER LOT - RAILROAD.	APPROVED _____ DATE _____	PREPARED UNDER THE DIRECT SUPERVISION OF PROJECT TITLE: CITY OF IMPERIAL - ATEN BOULEVARD BICYCLE PATH FROM "P" STREET TO CONCORD ROAD SHEET CONTENT: BICYCLE PATH IMPROVEMENTS DRAWN BY: DB TV REVIEWED BY: CH SCALE: _____ SHEET NO. 5 OF 7 SHEET JOB NO. _____ DATE: January 14, 2020 DCE 392019
Dynamic ENGINEERS CIVIL ENGINEERING, LANDSCAPING, CONSTRUCTION MANAGEMENT 7415 IMPERIAL BUSINESS PARK DRIVE, SUITE B, TEL: (760) 352-2828 FAX: (760) 352-2829 10000 VISTA BL, SUITE 100, VAN NUYS, CA 91411 UNDERGROUND SERVICE AGENCY COLL. TOLL FREE 1-800-227-7600 NOT BEHIND ANY WALL OR SIGN		REMARKS: THE STATION MARK IS A STANDARD BENCH-MARK 0.500 SET IN A RETAINING WALL 0.75' WEST OF THE JUNCTION OF A SPUR TRACK SOUTH IN THE NORTH END OF THE EAST CORNER LOT - RAILROAD.	
UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for any changes to these plans that are made after the date of the engineer's signature. Any changes to the plans must be on writing and must be approved by the originator of these plans.		REMARKS: THE STATION MARK IS A STANDARD BENCH-MARK 0.500 SET IN A RETAINING WALL 0.75' WEST OF THE JUNCTION OF A SPUR TRACK SOUTH IN THE NORTH END OF THE EAST CORNER LOT - RAILROAD.	

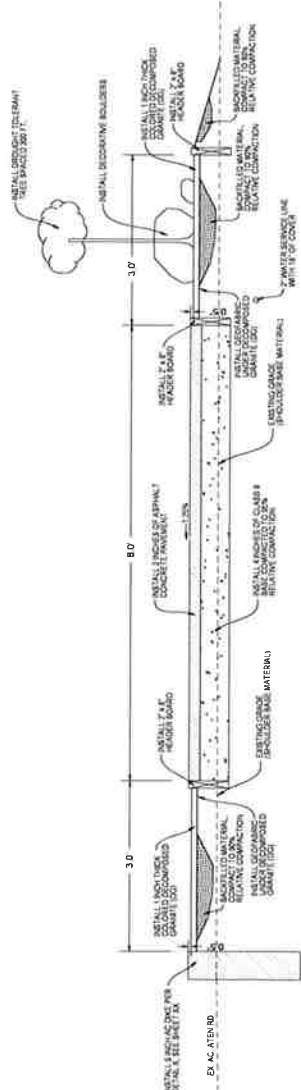




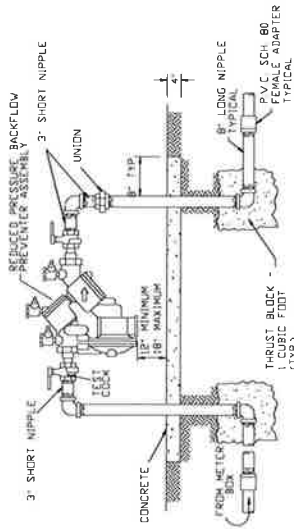
STREET LIGHT DETAIL
DETAIL 2 DET-64



NEW CONSTRUCTION PAVEMENT EXTENSION DETAIL
DETAIL 4



CROSS SECTION DETAIL
DETAIL 1



- NOTES:
1. ALL PIPE FITTINGS SHALL BE BRASS, UNLESS OTHERWISE SPECIFIED
 2. CLOSE NIPPLES SHALL NOT BE USED
 3. TEFLOON TAPE 3/4" VIDE SHALL BE USED ON ALL THREADED CONNECTIONS
 4. COAT ALL EXPOSED THREADS WITH AN APPROVED RUST INHIBITING SEALANT
 5. DISSIPULAR METALS SHALL BE SEPARATED BY AN APPROVED DIELECTRIC COUPLING
 6. PLASTIC PIPE SHALL NOT BE USED ABOVE FINISHED GRADE
 7. CONCRETE PIPES SHALL BE USED ABOVE FINISHED GRADE
 8. BACKFLOW PREVENTER SHALL BE TESTED UPON INSTALLATION BY A CERTIFIED BACKFLOW DEVICE TESTER CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN TEST RESULTS COMPLETED BY THE ENGINEER
 9. BACKFLOW PREVENTERS SUBMITTALS SHALL BE SENT TO AND APPROVED BY THE CITY'S WATER DEPARTMENT PRIOR TO INSTALLATION
- NOTE: CONTRACTOR SHALL PROVIDE AND INSTALL A THEFT PREVENTION CAGE, INCLUDING COUNTY LOCK

BACKFLOW PREVENTER REDUCED PRESSURE PRINCIPLE ASSEMBLY-2" AND SMALLER

2" BACKFLOW PREVENTER DETAIL
DETAIL 3

NO.	REVISIONS	APPROVED	DATE

UNAUTHORIZED CHANGES & USES: The engineer approves these plans and will be responsible for or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the engineer of these plans.

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

BENCH MARK:
BENCHMARK ELEVATION = 454.32 (NAD 83 + 1000)
BENCHMARK DESCRIPTION:
THE BENCHMARK IS A STANDARD BENCHMARK
LOCATED AT THE CORNER OF THE ROAD AT
THE TOP OF 1.5 FOOT SOUTH OF THE NORTH
END OF THE EAST CONCRETE WALKWAY.



PREPARED UNDER THE DIRECT SUPERVISION OF:
CARLOS L. BELTRAN, P.E.
DATE: 04/07/20
REG. EXP. 04/07/25

SHEET CONTENT:
DETAILS
DATE: 04/07/20
JOB NO. DCE 392019

PROJECT TITLE: CITY OF IMPERIAL - ATEN BOULEVARD
BICYCLE PATH FROM "P" STREET TO DOGWOOD ROAD
SCALE: NOT TO SCALE
DRAWN BY: DB IV
INCHES BY: 1/8
SHEET 7 OF 7

Dynamic CONSULTING ENGINEERS
CALIFORNIA LICENSED PROFESSIONAL ENGINEER
CIVIL ENGINEERING AND SURVEYING
10000 IMPERIAL AVENUE, SUITE 100
IMPERIAL, CA 92251
TEL: (760) 355-3840 • FAX: (760) 355-4718
WWW.DYNAMIC-ENGINEERS.COM

Aten Boulevard Bike Path from "P" Street to Dogwood Road



1" = 1505 ft	City of Imperial	02/13/2020	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.			

DATE SUBMITTED 02-12-2020
SUBMITTED BY City Clerk
DATE ACTION REQUIRED 02-19-2020

Agenda Item No E-7
CITY COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS BC

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: CITY REPRESENTATION AT THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE & GENERAL ASSEMBLY TO BE HELD MAY 6-8, 2020 IN PALM DESERT, CALIFORNIA.

1. APPOINTMENT OF DELEGATE AND ALTERNATE FOR CITY REPRESENTATION AT THE REGIONAL CONFERENCE & ASSEMBLY.

DEPARTMENT INVOLVED: City Council

BACKGROUND/SUMMARY:

SCAG will be holding its Annual Conference & General Assembly in Palm Desert, CA May 6-8, 2020. The program consists of expert panels, keynote presentations and technical demonstrations. This event is free for Council members and City Managers.

The theme for this year is Collaboration, Community, Connection. At the time of preparation of the item, the conference agenda is not yet available.

FISCAL IMPACT Varies depending on who is selected as delegate and alternate. Conference registration is \$250.00 for attendees other than Council members or City Manager. SCAG covers cost of lodging for the delegate. BC

STAFF RECOMMENDATION: Council appoints a Delegate and Alternate.

MANAGER'S RECOMMENDATION: approve

MANAGER'S INITIAL WJM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

Debra Jackson

From: SCAG <update=scag.ca.gov@cmail20.com> on behalf of SCAG <update@scag.ca.gov>
Sent: Friday, January 24, 2020 2:35 PM
To: Debra Jackson
Subject: Save the Date! 2020 Regional Conference & General Assembly

CAUTION: This email originated from outside the City of Imperial. **Do not click links or open attachments** unless you recognize the sender and know the content is safe.



[VIEW IN BROWSER](#) | [FORWARD TO A FRIEND](#)



Registration for SCAG's [55th Regional Conference and General Assembly](#) is now open! Join Southern California's most influential leaders, innovators and policymakers from May 6-8 at the JW Marriott Desert Springs Resort & Spa for collaborative, solution-oriented discussions on fostering change and addressing challenges in our communities.

REGISTER NOW

bird registration rate will be available until March 29. Don't wait to make your plans – the early bird registration and conference room rate of \$159 per night won't last long.

[Register today!](#)

If you are interested in sponsorship opportunities, please contact Houston Laney at **laney@scag.ca.gov**.

Submit your nomination for the SCAG Sustainability Awards! Presented each year at the Regional Conference and General Assembly, the **[SCAG Sustainability Awards](#)** celebrate plans and projects that use innovative planning to promote a cleaner, healthier and happier Southern California. Nominations are open to all parties and due no later than 5:00 p.m. on Feb. 6.



900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
(213) 236-1800 | scag.ca.gov

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[Unsubscribe](#)

DATE SUBMITTED

02-12-2020

SUBMITTED BY

City Clerk

DATE ACTION REQUIRED

02-19-2020**Agenda Item No**E-8

CITY COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()CITY CLERK'S INITIALS 8**IMPERIAL CITY COUNCIL
AGENDA ITEM**

**SUBJECT: DISCUSSION/ACTION: MAYOR'S APPOINTMENT OF
COUNCIL MEMBERS TO VARIOUS BOARDS AND
COMMISSIONS.**

1. APPOINTMENT OF CITY COUNCIL LIAISONS TO BOARDS AND
COMMISSIONS.

DEPARTMENT INVOLVED: Mayor and City Council

BACKGROUND/SUMMARY:

Annually the Mayor recommends appointment of City Council members to various committees and liaison positions. Some appointments may include city staff or members of the community. The City Council is asked to accept their individual appointments and to further ratify the Mayor's recommendation.

FISCAL IMPACT None.

STAFF RECOMMENDATION: City Council members consider the appointment as recommended.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

**MAYOR ROBERT AMPARANO
CITY COUNCIL APPOINTMENTS 02-20-2019**

CITY MANAGEMENT LIAISONS:

DEPARTMENT	APPOINTEE	ALTERNATE
*PUBLIC SAFETY (FIRE & POLICE)	AMPARANO	
*PERSONNEL COMMITTEE (Re-established 07-18-18)	PECHTL & AMPARANO	DALE (11-1-18)

COMMITTEES/COMMISSIONS:

*AIRPORT ADVISORY BOARD	DALE	
*AIRPORT LAND USE COMMISSION	HAUGH	
*AIR POLLUTION CONTROL ADVISORY BOARD	TUCKER	DALE
*ASSOCIATION OF CALIFORNIA CITIES ALLIED WITH PUBLIC SAFETY (ACCAPS)	VACANT	
CENTINELA CITIZENS ADVISORY BOARD	VACANT	
CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)	EUGENIO	ZAMUDIO
*CHAMBER OF COMMERCE	AMPARANO	
*AD-HOC DEVELOPMENT & COMMERCE (Chamber of Commerce: Mark Gran & Nicole Olguin)	AMPARANO & DALE	
IMPERIAL COUNTY FILM COMMISSION	VACANT	
*IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)/(LTA)(SAFE)	AMPARANO	TUCKER
*NORTH COUNTY COALITION OF THE ARTS (NoCCA)	PECHTL	
*ACTIVE APPOINTMENTS		

DATE SUBMITTED

2/13/2020

SUBMITTED BY

Assistant City
Manager

DATE ACTION REQUIRED

2/19/20

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: TRAFFIC ENGINEERING STUDY

1. AUTHORIZATION TO SEEK BIDS FOR TRAFFIC ENGINEERING STUDY OF THE NORTH WEST QUADRANT OF THE CITY OF IMPERIAL

DEPARTMENT INVOLVED: City Manager's Office and Community Development Department

BACKGROUND/SUMMARY:

In anticipation of residential and commercial growth in the Northwest quadrant of the city, staff is recommending a traffic engineering study of the area to better prepare for potential impacts.

Areas to be included as boundary:

Barioni Blvd to Ralph Road (North -South)

La Burcherie to HWY 86 (East- West)

Please see attached boundary map for your review and reference.

FISCAL IMPACT: To Be Determined

Funding for recommended study to come out of LTA Measure D Funds - \$4.1 million

FINANCE
INITIALS

178

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION: It is the recommendation of the City Manager's Office to authorize staff to seek bids for the above-mentioned study.

CITY
MANAGER'S
INITIALS

CEB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

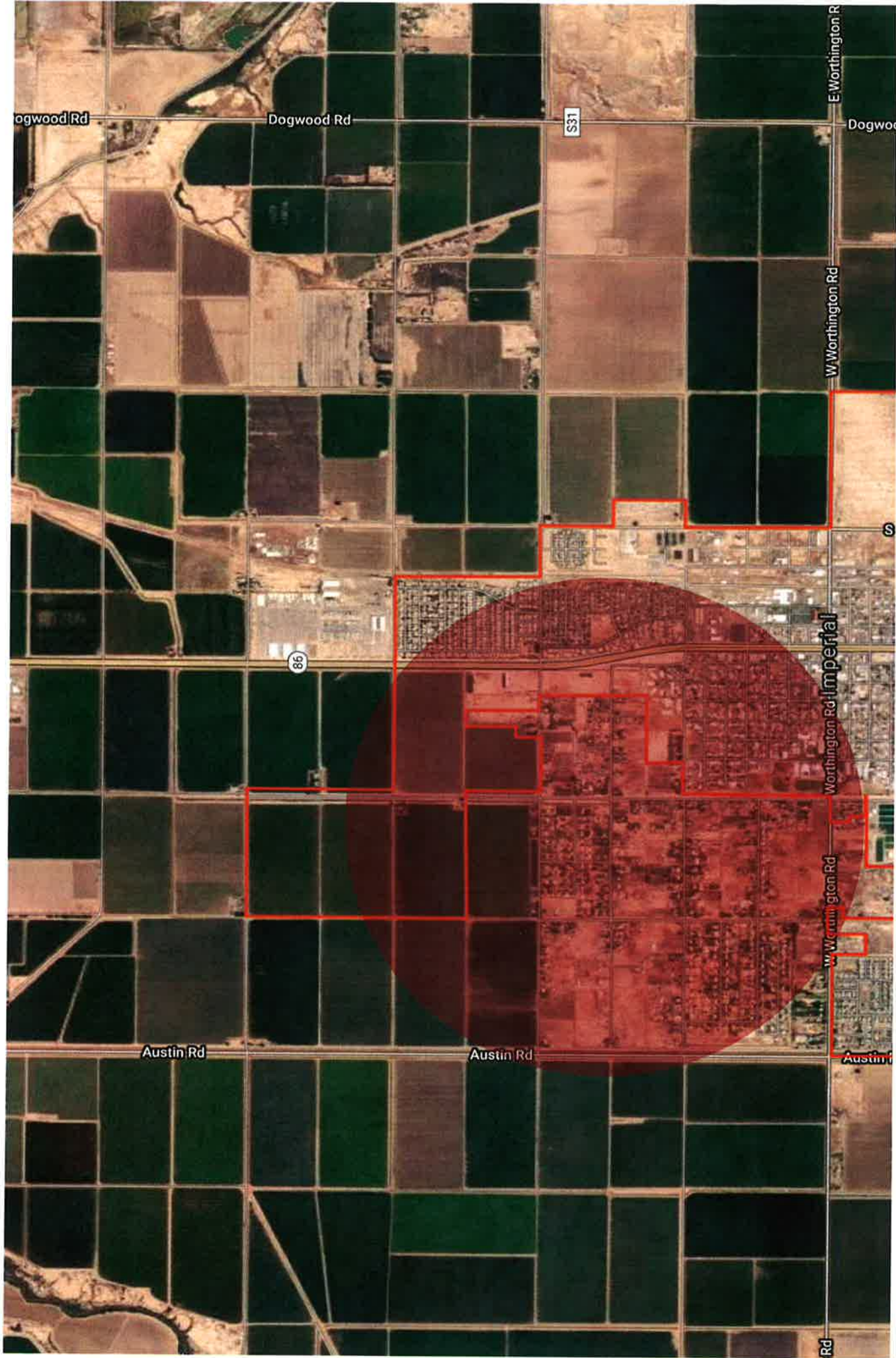
DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

City of Imperial - Northwest Quadrant



		02/13/2020	Proposed Traffic Engineering Study Area	1" = 3009 ft
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.				

DATE SUBMITTED 2/13/20
 SUBMITTED BY Assistant City Manager
 DATE ACTION REQUIRED 2/19/20

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 86

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: DESIGN AND ENGINEERING SR 86
 1. AUTHORIZATION TO SEEK BIDS FOR DESIGN, ENGINEERING, TRAFFIC AND ENVIRONMENTAL STUDY OF SR 86

DEPARTMENT INVOLVED: City Manager's Office and Community Development

BACKGROUND/SUMMARY:

The City of Imperial is requesting authorization to seek bids for the complete design, engineering, traffic and environmental study. The study would be from Ralph to Treshill; encompassing 3.5 miles of the Imperial corridor. The completion of this study would accomplish many objectives for the City such as, enforcement of speed, shovel ready projects for upcoming funding opportunities, and an introduction into the City's Adopt a Highway program.

FISCAL IMPACT: To be determined
 Funding Source: LTA Measure D Funds \$4.1 million

FINANCE
INITIALS

KB

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION: It is the recommendation of the City Manager's Office to authorize staff to seek bids for the above-mentioned project.

CITY
MANAGER'S
INITIALS

AB

MOTION:

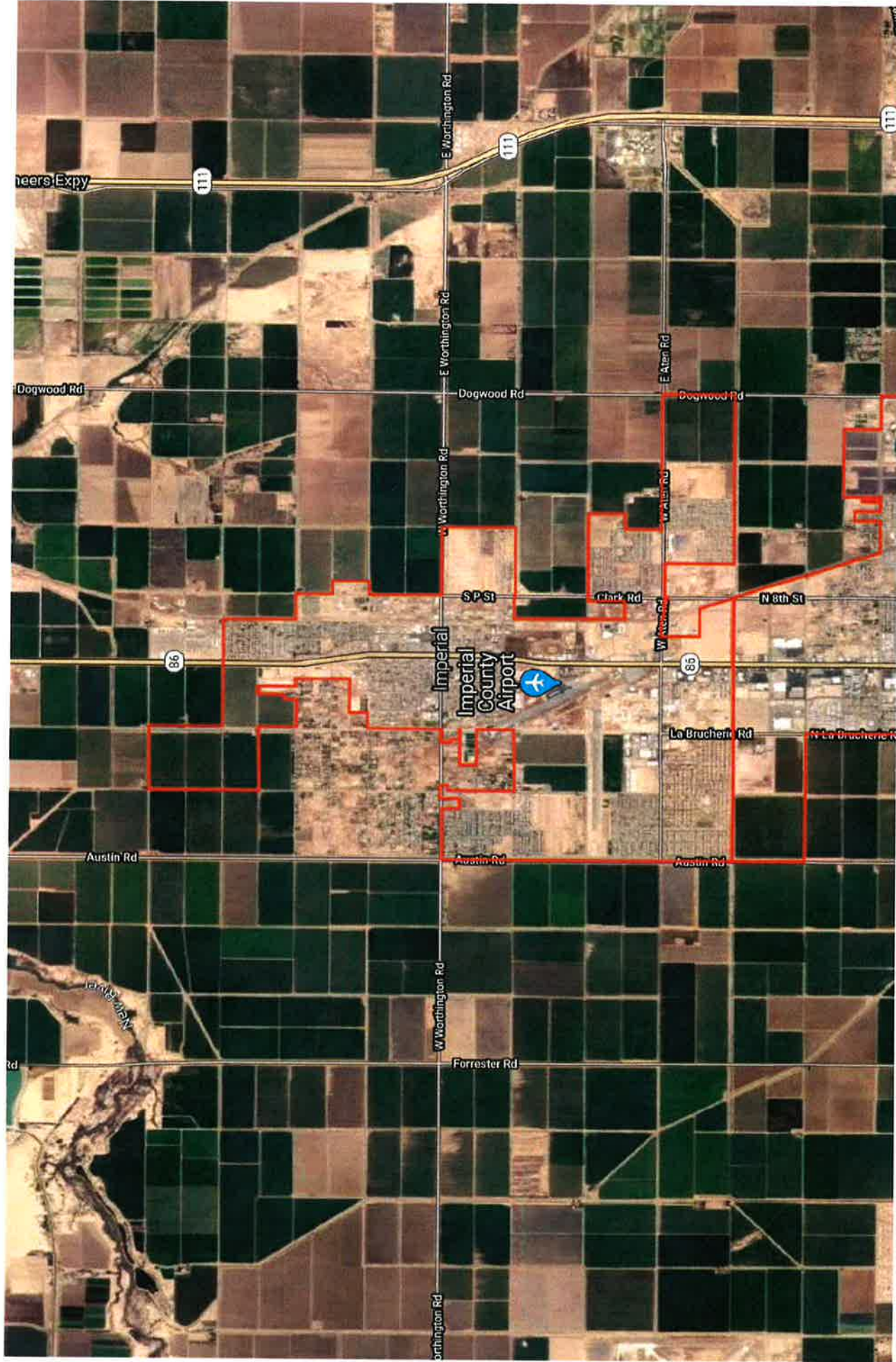
SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

City of Imperial - SR 86 Traffic, Design & Engineering and Environmental Study



1" = 6019 ft	Active Transportation	02/13/2020		
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.				

DATE SUBMITTED 2/13/2020
 SUBMITTED BY ASSISTANT CITY MANAGER
 DATE ACTION REQUIRED 2/19/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: 2020 COPS OFFICE HIRING PROGRAM APPLICATION**
 1. AUTHORIZATION TO SUBMIT APPLICATION FOR 2020 COPS OFFICE HIRING PROGRAM GRANT FUNDING OPPORTUNITY

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE AND IMPERIAL POLICE DEPARTMENT

BACKGROUND/SUMMARY:

CHP provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. 2019 CHP grants will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over the three-year (36 months) grant period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

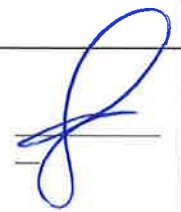
It is the City's intention to submit the application for a total of five (5) entry level police officer positions. Funding match will be generated from the 5% public safety allotment from medical cannabis monies received.

FISCAL IMPACT: Total: \$ 337,000.00

If Awarded: Up to \$260,000.00

Match (cannabis funds): \$50,000.00

General Fund (Salary savings from vacant positions: \$27,000

ADMINISTRATIVE
SERVICES
INITIALS 

STAFF RECOMMENDATION: It is the Imperial Police Department's recommendation to apply for the funding opportunity presented for a total of five officers

DEPT. INITIALS ML

MANAGER'S RECOMMENDATION: It is the ACM's recommendation to apply for funding in hopes of meeting the needs of the department and community

ASST. CITY
MANAGER's
INITIALS AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



COPS
Community Oriented Policing Services
U.S. Department of Justice

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2020 COPS Hiring Program (CHP). This program furthers the department's mission of advancing public safety through community policing by addressing the department's goal of assisting state, local, and tribal efforts to prevent or reduce crime and violence.

2020 COPS Hiring Program (CHP) Application Guide

CFDA 16.710

Funding Opportunity Number: COPS-HIRING-PROGRAM-APPLICATION-2020

Eligibility

The FY 2020 CHP program is an open solicitation. All state, local, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Deadline/application period

The application period for the 2020 CHP program begins **January 9, 2020**. All applications must be submitted by **March 11, 2020, at 7:59 p.m. EDT**. Applications submitted after March 11, 2020 will not be considered for funding.

Completing an application under the CHP program is a two-step process. Applicants are first required to register via www.grants.gov and complete an SF-424, submitting it through the Grants.gov website. Once the SF-424 has been submitted via Grants.gov, the COPS Office will send an invitation email to the applicant with instructions on completing the second part of the COPS Hiring Program through the COPS Office Online Application System (see "Registration" on page 3 and "How to Apply" on page 13). If you have not renewed your COPS Office Account Access information, contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800-421-6770. An application is not considered submitted until both of these steps are completed.

Contact information

For technical assistance with submitting the SF-424, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <http://www.grants.gov/help/html/help/index.htm>. For programmatic assistance with the requirements of this program or with submitting the application through the COPS Office Online Application System, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

U.S. Department of Justice
Office of Community Oriented Policing Services
Phil Keith, Director
www.cops.usdoj.gov

U.S. Department of Justice, Office of Community Policing Services

www.cops.usdoj.gov

2020 COPS Hiring Program (CHP) Application Guide

The COPS Office Application Guide is designed to assist applicants in applying for COPS Office award programs. This guide includes general information on the administrative and legal requirements governing the COPS Hiring Program as well as detailed program-specific information.

For more information about COPS Office awards, please visit the COPS Office website at www.cops.usdoj.gov or call the COPS Office Response Center at 800-421-6770.



U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street NE
Washington, DC 20530

Visit the COPS Office online: www.cops.usdoj.gov

January 2020

DATE SUBMITTED 2/13/2020
 SUBMITTED BY ASSISTANT CITY
MANAGER
 DATE ACTION REQUIRED 2/19/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 2020 COPS OFFICE SCHOOL VIOLENCE PREVENTION PROGRAM

1. AUTHORIZATION FOR IMPERIAL POLICE DEPARTMENT TO SUBMIT APPLICATION FOR THE 2020 COPS OFFICE SCHOOL VIOLENCE PREVENTION PROGRAM FUNDING OPPORTUNITY

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE & IMPERIAL POLICE DEPARTMENT

BACKGROUND/SUMMARY:

The Students, Teachers, and Officers Preventing School Violence Act of 2018 (STOP School Violence Act of 2018) gave the COPS Office authority to provide awards directly to states, units of local government, or Indian tribes to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs.

It is the City's intention to apply for funding under the following objectives:

- Coordination with law enforcement and school personnel
- Training for our officers to prevent student violence against others and self
- Technology for expedited notification of local law enforcement during an emergency

FISCAL IMPACT:

If awarded (up to) - \$ 200,000.00

FINANCE
INITIALS

10

STAFF RECOMMENDATION: It is the police department recommendation to authorize the City's application for the 2020 Cops office school violence prevention program.

DEPT. INITIALS

US

MANAGER'S RECOMMENDATION: It is the recommendation of the City Manager's Office to agree with staff and move forward with the submission of this application.

CITY
MANAGER's
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



The U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2020 COPS Office School Violence Prevention Program (SVPP).

2020 COPS Office School Violence Prevention Program (SVPP) Application Guide

CFDA 16.710

Funding Opportunity Number: COPS-SCHOOL-VIOLENCE-PREVENTION-PROGRAM-APPLICATION-2020

Eligibility

The FY 2020 COPS Office School Violence Prevention Program (SVPP) is a competitive award program designed to provide funding to improve security at schools and on school grounds in the jurisdiction of the recipient through evidence-based school safety programs. Eligible applicants are states, units of local government, Indian tribes, and their public agencies.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Deadline/application period

The application period for the 2020 SVPP program begins **February 4, 2020**. All applications must be submitted by **April 8, 2020 at 7:59 p.m. EDT**. Applications submitted after April 8, 2020 will not be considered for funding.

Completing an application under this program is a two-step process. Applicants are first required to register via www.grants.gov and complete an SF-424, submitting it through the Grants.gov website. Once the SF-424 has been submitted via Grants.gov, the COPS Office will send an invitation email to the applicant with instructions on completing the second part of the SVPP application through the COPS Office Online Application System (see "Registration" on page 2 and "How to Apply" on page 17). If you have not renewed your COPS Office Account Access information, contact the COPS Office Customer Care Center at AskCopsRC@usdoj.gov or 800-421-6770. An application is not considered submitted until both of these steps are completed.

Contact information

For technical assistance with submitting the SF-424, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@grants.gov or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>. For programmatic assistance with the requirements of this program or with submitting the application through the COPS Office Online Application System, please call the COPS Office Customer Care Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

U.S. Department of Justice
Office of Community Oriented Policing Services
Phil Keith, Director
www.cops.usdoj.gov

2020 COPS Office School Violence Prevention Program (SVPP) Application Guide

The COPS Office Application Guide is designed to assist applicants in applying for COPS Office award programs. This guide includes general information on the administrative and legal requirements governing the COPS Office School Violence Prevention Program as well as detailed program-specific information.

For more information about COPS Office awards, please call the COPS Office Customer Care Center at 800-421-6770.



U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street NE
Washington, DC 20530

Visit the COPS Office online: www.cops.usdoj.gov

January 2020

DATE SUBMITTED 2/13/2020
 SUBMITTED BY ASSISTANT CITY
MANAGER
 DATE ACTION REQUIRED 2/19/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 2020 COPS COMMUNITY POLICING DEVELOPMENT (CPD)

1. AUTHORIZATION FOR THE CITY OF IMPERIAL TO SUBMIT APPLICATION FOR 2020 COPS COMMUNITY POLICING DEVELOPMENT PROGRAM

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE AND IMPERIAL POLICE DEPARTMENT

BACKGROUND/SUMMARY:

The Fiscal Year 2020 Community Policing Development (CPD) program funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

It is the City's intention to apply for funding to achieve the following objectives:

- Develop knowledge
 - Increase awareness of effective community policing strategies
 - Increase the skills and abilities of law enforcement and community partners
 - Increase the number of law enforcement agencies and relevant stakeholders using proven community policing practices
 - Institutionalize community policing practice in routine business

FISCAL IMPACT: If Awarded: \$ 100,000.00

FINANCE
INITIALS

KB

STAFF RECOMMENDATION: It is the department's recommendation for the City Council to authorization the submission of the 2020 COPS Community Policing Development Grant

DEPT. INITIALS

MS

MANAGER'S RECOMMENDATION: It is the City Manager's Recommendation to agree with the department and authorize the submission of the above-mentioned application.

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



COPS
Community Oriented Policing Services
U.S. Department of Justice

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2020 Community Policing Development (CPD) program. CPD funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

FY 2020 Community Policing Development (CPD) Application Guide

This COPS Office Application Guide is designed to assist applicants in applying for the COPS Office CPD program. This guide includes general information on the administrative and legal requirements governing the COPS Office programs as well as detailed CPD program-specific information. Guidance for the CPD program is contained in this Application Guide and can also be found at <https://cops.usdoj.gov/cpd>. For additional assistance, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800-421-6770.

CFDA 16.710

Funding Opportunity Number: COPS-Community-Policing-Development-2020

Eligibility

This solicitation is open to all public governmental agencies, federally recognized Indian tribes, for-profit (commercial) organizations, nonprofit organizations, institutions of higher education, community groups, and faith-based organizations. For-profit organizations (as well as other recipients) must forgo any profit or management fee.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding and managing the entire project. The terms and conditions of the federal award are also applicable to subrecipients.

Proposals should be responsive to the topic selected, significantly advance the field of community policing, and demonstrate an understanding of community policing as it pertains to the application topic.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Deadline/application period

The application period for the FY 2020 Community Policing Development (CPD) program begins **January 30, 2020**. All applications must be submitted by **March 31, 2020, at 7:59 p.m. EDT**. Applications submitted after **March 31, 2020** will not be considered for funding.

Completing an application is a two-step process:

1. Applicants are first required to register via www.grants.gov, complete the SF-424 form, and submit it through the Grants.gov website.
2. Once the SF-424 has been submitted via Grants.gov, the COPS Office will send an invitation email to the applicant with instructions on how to complete the second part of the CPD program application through the COPS Office Online Application System (see "Application and Submission Information" beginning on page 23).

If you have not renewed your COPS Office Account Access information, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800-421-6770. An application is not considered submitted until both of these steps are completed.

All guidance for the CPD program is contained in this Application Guide and can also be found at <https://cops.usdoj.gov/cpd>. In addition to the Application Guide, the COPS Office is providing a **CPD User Guide** as a quick start reference to help guide applicants through the process.

Contact information

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For programmatic assistance with the requirements of this program or with submitting the application through the COPS Office Online Application System, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

U.S. Department of Justice
Office of Community Oriented Policing Services
Phil Keith, Director
www.cops.usdoj.gov

DATE SUBMITTED

02-12-2020

SUBMITTED BY

City Clerk

DATE ACTION REQUIRED

02-19-2020**Agenda Item No**E-14

CITY COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

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

CITY CLERK'S INITIALS

76**IMPERIAL CITY COUNCIL
AGENDA ITEM****SUBJECT: DISCUSSION/ACTION: REGULAR CITY COUNCIL MEETING OF
MARCH 4, 2020.**

1. DETERMINE IF QUORUM WILL BE PRESENT FOR THE
REGULAR MEETING OF MARCH 4, 2020 AND CANCEL OR
POSTPONE MEETING AS NECESSARY.

DEPARTMENT INVOLVED: City Council

BACKGROUND/SUMMARY:

The California Mid-Winter Fair and Expo will take place February 28, 2020 through March 8, 2020. During this time there are several activities that may require Council member attendance at the fair due to family or work commitments. Staff is seeking direction/action from council as to whether or not to meet as scheduled as there are future agenda items that may require dates be set for public hearings. Action by council will allow staff to set dates as appropriate.

FISCAL IMPACT None

76

STAFF RECOMMENDATION: Council takes appropriate action to meet or cancel the regular meeting or postpone to a specified date.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO: