

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
JANUARY 05, 2022
CLOSED SESSION 6:30 PM
OPEN SESSION 7:00 PM**

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, January 05, 2022. Comments received by 5:00 pm will be read into the record during the regular meeting.
3. To participate virtually, please join my meeting from your computer, tablet, or smartphone <https://zoom.us/j/4637229780?pwd=ekNaYTV0NFpNZ0xHY1NtNzR3Ly9xdz09>.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT (760) 355-4373. 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 6:30 PM.

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

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

(Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Section 54956.9).
One (1) potential case.

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Significant exposure to litigation pursuant to Subdivision (b) of Section 54956.9).
One (1) potential case.

CITY COUNCIL ADJOURNS CLOSED SESSION

B. CITY COUNCIL RE-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 Resolution No. 2022-02 terminating emergency repairs to the booster pump station at Imperial Water Treatment Plant.

D-3. Approval of Resolution No. 2022-03 for AB361.

D-4. Approval of Regular Meeting of the City Council Minutes for December 15, 2021.

D-5. Approval and Acceptance of Russell Court Subdivision 3 off-site street improvements as well as authorizing the bond reduction up to 90% and keep the remaining 10% for the one-year warranty period.

D-6. Approval to adopt Ordinance No. 812 and direct publication of summary.

D-7 Approval to adopt Ordinance No. 813 and direct publication of summary.

D-8 Approval to adopt Ordinance No. 814 and direct publication of summary.

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

E-1. SUBJECT: DISCUSSION/ACTION: THE LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY.

1. APPROVAL OF SB 165 ANNUAL REPORT(S) AND AUTHORIZATION TO FILE – BRATTON 2004-3, MAYFIELD 2004-2, MONTERREY PARK 2006-1, SAVANNA RANCH 2006-2, SPRINGFIELD 2005-1, AND VICTORIA 2004-1.

E-2. SUBJECT: DISCUSSION/DIRECTION: ZENCITY COMMUNITY ENGAGEMENT SOFTWARE

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND ZENCITY, INC. FOR THE TERM OF THREE YEARS AND THE ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS IN THE AMOUNT OF \$45,000.00.

E-3. SUBJECT: DISCUSSION/ACTION: IMPERIAL CITY COUNCIL COMMITTEE APPOINTMENTS

1. APPOINTMENT OF PRIMARY REPRESENTATIVE(S) AND ALTERNATE TO COMMITTEE'S AND COMMISSIONS BY MAYOR DALE OR CALENDAR YEAR 2022.
2. SELECTION OF CHAIRMAN TO SUCCESSOR AGENCY.
3. SELECTION OF VICE CHAIRMAN TO SUCCESSOR AGENCY

E-4. SUBJECT: DISCUSSION/ACTION: RESOLUTION OPPOSING FEDERAL, STATE, AND LOCAL MANDATES RELATED TO COVID-19.

1. ADOPTION OF RESOLUTION NO. 2022-01 OPPOSING FEDERAL, STATE, AND LOCAL MANDATES AND IN FAVOR OF AN INDIVIDUAL CHOICE.

E-5. SUBJECT: DISCUSSION/ACTION: SUNRUNNERS CAR CLUB ANNUAL CARNE ASADA RUN CAR SHOW.

1. AUTHORIZATION OF SUNRUNNERS CAR CLUB TO HOST ITS ANNUAL CARNE ASADA RUN CAR SHOW AT EAGER PARK ON MARCH 19, 2022.
2. AUTHORIZATION OF PARTIAL STREET CLOSURES AFFECTING THE FOUR STREET INTERSECTIONS ADJACENT TO EAGER PARK.

E-6. SUBJECT: DISCUSSION/ACTION: SPILLMAN SERVICES.

1. APPROVAL OF DISBURSEMENT OF FUND FOR SPILLMAN SERVICES (MOTOROLA SOLUTIONS) IN THE AMOUNT OF \$17,540.53.

E-7. SUBJECT: DISCUSSION/ACTION: WATER TREATMENT PLANT BOOSTER PUMP REBUILDS.

1. APPROVAL OF REBUILD OF THE BOOSTER PUMPS AT THE WATER TREATMENT PLANT NOT TO EXCEED THE AMOUNT OF \$40,000.00.

E-8. SUBJECT: DISCUSSION/ACTION: VFD TROUBLE SHOOTING AND REPLACEMENT

1. APPROVAL OF REPAIR OR REPLACEMENT OF VFD ON BOOSTER PUMP #3 IN THE AMOUNT OF \$32,977.00 PLUS 20% FOR INFLATION.

E-9. SUBJECT: DISCUSSION/ACTION: BID NO. 2021-11 AIRPORT LOOP WATERLINE IMPROVEMENT PROJECT.

1. APPROVAL OF SRK ENGINEERING FOR BID NO. 2021-11 AIRPORT LOOP WATERLINE IMPROVEMENT PROJECT IN THE AMOUNT OF \$567,910.00.

E-10. SUBJECT: DISCUSSION/ACTION: WASTEWATER TREATMENT PLANT NOTICE OF COMPLETION.

1. ACCEPTANCE OF MBR WASTEWATER UPGRADE PROJECT AS COMPLETED BY W.M. LYLES AND AUTHORIZE THE FILLING NOTICE OF COMPLETION.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JANUARY 19, 2022, 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

Date: 12/29/2021

Time: 10:44 am

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
102243	12/20/21	Printed			7065	2K TOWER SERVICES LLC		1,450.00
102244	12/20/21	Printed			735	ACADEMI AWARDS & TROPHIES		37.89
102245	12/20/21	Printed			4058	ACE INDUSTRIAL SUPPLY INC.		1,476.61
102246	12/20/21	Printed			1599	ACE UNIFORMS & ACCESSORIES		1,676.04
102247	12/20/21	Printed			1642	ACME SAFETY & SUPPLY CORP		5,693.95
102248	12/20/21	Printed			1021	AGGREGATE PRODUCTS, INC.		567.49
102249	12/20/21	Printed			5201	AIR MED CARE NETWORK		45.00
102250	12/20/21	Printed			023	AIRWAVE COMMUNICATIONS		307.50
102251	12/20/21	Printed			638	ALL AMERICAN CLEANING		5,748.06
102252	12/20/21	Printed			195	ALLIED WASTE		127,080.69
102253	12/20/21	Printed			5956	AMAZON CAPITAL SERVICES		933.45
102254	12/20/21	Printed			656	AQUA METRIC		5,687.50
102255	12/20/21	Printed			6745	ASSOCIATION FOR RURAL & SMALL		49.00
102256	12/20/21	Printed			1066	AT & T		2,753.96
102257	12/20/21	Printed			6933	AT&T		43.71
102258	12/20/21	Printed			1851	AT&T LONG DISTANCE		714.17
102259	12/20/21	Printed			2173	ATEN EXPRESS INC		100.00
102260	12/20/21	Printed			5835	ATS		11,404.10
102261	12/20/21	Printed			5994	AUTOZONE INC.		4.54
102263	12/20/21	Printed			4400	BABCOCK LABORATORIES, INC.		3,333.75
102264	12/20/21	Printed			7493	BACK FLOW PARTS USA		419.01
102265	12/20/21	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		5,593.73
102266	12/20/21	Printed			250	BLUE SHIELD OF CALIFORNIA		31,967.04
102270	12/20/21	Printed			7158	BLUETARP FINANCIAL, INC.		3,047.20
102271	12/20/21	Printed			674	BRENNTAG		5,791.80
102272	12/20/21	Printed			1747	CALIFORNIA ASSOCIATION OF		95.00
102273	12/20/21	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,484.30
102274	12/20/21	Printed			2968	CARLOS NEON SIGNS		952.44
102275	12/20/21	Printed			7563	CHRISTINA BARRON		140.83
102276	12/20/21	Printed			3329	CI- SOLUTIONS		795.00
102277	12/20/21	Printed			3029	CLAIREMONT EQUIPMENT		1,280.76
102278	12/20/21	Printed			6222	CODE EXXPERTS, LLC		1,211.67
102279	12/20/21	Printed			7520	COMPADRES CONCRETE PUMPING		550.00
102283	12/20/21	Printed			6857	COUNTY MOTOR PARTS CO, INC		4,923.78
102284	12/20/21	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,824.00
102285	12/20/21	Printed			1603	CPRS		180.00
102286	12/20/21	Printed			7478	CR ASSOCIATES, INC		694.02
102287	12/20/21	Printed			7572	CRYSTAL REYNOSO		20.00
102288	12/20/21	Printed			1056	DELL MARKETING L.P.		2,615.93
102289	12/20/21	Printed			1287	DEMCO, INC.		21,135.04
102290	12/20/21	Printed			1573	DEPARTMENT OF JUSTICE		32.00
102291	12/20/21	Printed			3673	DESERT RV SERVICE		125.00
102292	12/20/21	Printed			569	DESERT VETERINARY GROUP		378.35
102293	12/20/21	Printed			7565	DONALD THIEME		5.90
102294	12/20/21	Printed			517	DYNAMIC CONSULTING ENGINEERS		3,850.00
102295	12/20/21	Printed			207	EL CENTRO MOTORS		56.65

Check Register Report

Date: 12/29/2021

Time: 10:44 am

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CITY OF IMPERIAL

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
102296	12/20/21	Printed			226	EL CENTRO REGIONAL		74.00
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102298	12/20/21	Printed			2058	FASTENAL COMPANY		57.16
102299	12/20/21	Printed			314	FRANCHISE TAX BOARD		200.00
102300	12/20/21	Printed			7570	GENNIE HILLIARD		70.50
102301	12/20/21	Printed			513	GIBSON & SCHAEFER, INC.		535.58
102302	12/20/21	Printed			117	HAAKER EQUIPMENT COMPANY		1,626.22
102304	12/20/21	Printed			264	HINDERLITER, DE LLAMAS &		1,406.48
102305	12/20/21	Printed			2096	HOME DEPOT CREDIT SERVICES		1,417.08
102306	12/20/21	Printed			1485	HOWES, WEILER & ASSOCIATES		1,642.50
102307	12/20/21	Printed			1190	ICMA RC		890.00
102308	12/20/21	Printed			222	IMPERIAL COUNTY AIR POLLUTION		3,115.00
102309	12/20/21	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		620.00
102310	12/20/21	Printed			1403	IMPERIAL COUNTY SHERIFF'S OFFI		16,500.00
102311	12/20/21	Printed			028	IMPERIAL IRRIGATION DISTRICT		54,042.37
102312	12/20/21	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,960.48
102313	12/20/21	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		875.00
102314	12/20/21	Printed			221	IMPERIAL PRINTERS		477.70
102315	12/20/21	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		451.40
102316	12/20/21	Printed			6341	IMPERIAL VALLEY CHEVROLET		498.93
102317	12/20/21	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		31.81
102318	12/20/21	Printed			1555	IMPERIAL VALLEY PRESS		461.85
102319	12/20/21	Printed			5099	IMSA		510.00
102320	12/20/21	Printed			320	INTERNAL REVENUE SERVICE		150.00
102321	12/20/21	Printed			1195	IVROP		28.00
102322	12/20/21	Printed			7402	JACOB'S AIR CONDITIONING		280.00
102323	12/20/21	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		859.08
102324	12/20/21	Printed			6359	JULISSA MARTIN		88.81
102325	12/20/21	Printed			868	K-C WELDING & RENTALS, INC.		1,313.18
102326	12/20/21	Printed			2901	KIMBALL MIDWEST		2,101.24
102327	12/20/21	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		2,346.57
102328	12/20/21	Printed			5230	LABOR COMPLIANCE CONSULTANTS		1,135.00
102329	12/20/21	Printed			7300	LAW OFFICE OF		8,000.00
102330	12/20/21	Printed			6596	LC ENGINEERING CONSULTANTS INC		2,135.00
102331	12/20/21	Printed			1996	LEE TIRE CO.		247.06
102332	12/20/21	Printed			101	LINCOLN LIFE		1,281.44
102333	12/20/21	Printed			7568	MABEL CASTRO		60.10
102334	12/20/21	Printed			260	MALLORY SAFETY AND SUPPLY LLC		77.15
102335	12/20/21	Printed			7502	MARCO CORONEL		425.00
102336	12/20/21	Printed			5100	MC CAIN		484.88
102337	12/20/21	Printed			6640	MEUDE'S GROOM ROOM		40.00
102338	12/20/21	Printed			2295	NEW BORDER TACTICAL, INC		500.00
102339	12/20/21	Printed			2295	NEW BORDER TACTICAL, INC		70.36

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
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102342	12/20/21	Printed			3581	PARKHOUSE TIRE INC.		193.03
102343	12/20/21	Printed			4562	PET WASTE ELIMINATOR		258.60
102344	12/20/21	Printed			084	PITNEY BOWES PURCHASE POWER		400.00
102345	12/20/21	Printed			3899	PLUMMER UPHOLSTERY SHOP		145.26
102346	12/20/21	Printed			6710	PREMIER RENTALS		660.00
102347	12/20/21	Printed			694	REXEL OF AMERICA, LLC		971.05
102348	12/20/21	Printed			7569	ROMAN CAMACHO		69.08
102349	12/20/21	Printed			1637	ROMEO'S CAR WASH		121.00
102351	12/20/21	Printed			3526	RSD		2,339.16
102352	12/20/21	Printed			7566	SABRINA VARELA		79.31
102353	12/20/21	Printed			957	SC FUELS		2,787.86
102354	12/20/21	Printed			979	SELLERS PETROLEUM		9,935.11
102355	12/20/21	Printed			1239	SHERWIN-WILLIAMS		175.97
102356	12/20/21	Printed			6648	SMARTCOVER SYSTEMS		20,754.00
102357	12/20/21	Printed			6790	SOUTHWEST EQUIPMENT & SUPPLY		65.00
102358	12/20/21	Printed			2365	SPARKLETTES		426.54
102359	12/20/21	Printed			091	STAPLES CREDIT PLAN		566.89
102360	12/20/21	Printed			053	STATE WATER RESOURCES CONTROL		3,326.00
102361	12/20/21	Printed			6193	STRADLING YOCCA CARLSON&RAUTH,		4,274.00
102362	12/20/21	Printed			068	SUNBELT RENTALS, INC.		2,178.02
102363	12/20/21	Printed			1265	SUPERIOR READY MIX CONCRETE LP		754.66
102364	12/20/21	Printed			7564	SUSANA SAM		34.32
102365	12/20/21	Printed			104	TEAMSTERS, LOCAL 542		1,531.00
102366	12/20/21	Printed			7457	TESS ELECTRIC		32,977.00
102367	12/20/21	Printed			7443	TEXAS LIFE INSURANCE COMPANY		1,014.90
102368	12/20/21	Printed			5855	THE DESERT REVIEW		1,890.00
102369	12/20/21	Printed			7539	TOM'S HAY FARM, INC.		960.00
102370	12/20/21	Printed			4473	TRACTOR SUPPLY CO		58.43
102379	12/20/21	Printed			5837	U.S. BANK		13,925.94
102380	12/20/21	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
102381	12/20/21	Printed			863	UNIVERSITY OF SOUTHERN CA		120.00
102383	12/20/21	Printed			1100	USA BLUEBOOK		3,576.27
102384	12/20/21	Printed			2428	USA SHADE & FABRIC STRUCTURES,		110,555.71
102386	12/20/21	Printed			615	VALLEY PEST SERVICES, INC		1,322.00
102387	12/20/21	Printed			7567	VERITONE, INC.		1,800.00
102388	12/20/21	Printed			611	VERIZON WIRELESS		961.36
102389	12/20/21	Printed			4572	VEXER ENGINEERING		2,200.00
102390	12/20/21	Printed			5674	WAGeworks, INC		98.80
102391	12/20/21	Printed			1715	WAXIE SANITARY SUPPLY		1,128.89
102392	12/20/21	Printed			1568	WEBB AND ASSOCIATES		38,878.58
102393	12/20/21	Printed			1154	WELLS FARGO BANK		2,500.00
102394	12/20/21	Printed			7483	WESTERN HYDROSTATICS, INC		2,056.64
102395	12/20/21	Printed			487	XPRESS LUBE		843.88

Total Checks: 134

Bank Total (excluding void checks): 645,897.79

Total Payments: 134

Checks Total (excluding void checks): 645,897.79

Check Register Report

Date: 12/29/2021

Time: 10:44 am

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Total Payments: 134							Grand Total (excluding void checks):	645,897.79

Agenda Item
No.

D-2

DATE SUBMITTED 12/27/21

SUBMITTED BY Public Services

DATE ACTION REQUIRED 01/05/22

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Emergency Booster Pump Station I. End Emergency declared by Resolution 2021-51	
DEPARTMENT INVOLVED: Public Services - WTP	
BACKGROUND/SUMMARY: A Variable Frequency Drive (VFD) failed at a critical Booster Pump Station at the Water Treatment Plant. VFD has been installed by Tess Electric and in operation since Mid-December.	
FISCAL IMPACT: \$32,977.00 Tess Electric	FINANCE INITIALS <u>HS</u>
STAFF RECOMMENDATION: Approve to End Emergency	DEPT. INITIALS <u>RS</u>
MANAGER'S RECOMMENDATION: <i>approve resolution ending emergency</i>	CITY MANAGER'S INITIALS <u>Stacy</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()

RESOLUTION NO. 2022-02

**RESOLUTION TERMINATING THE EMERGENCY FOR BOOSTER PUMP STATION
AT THE CITY OF IMPERIAL WATER TREATMENT PLANT**

WHEREAS, the City of Imperial ("City") operates a water treatment plant and pumping facility ("Facility") which consists of approximately sixty-three (63) miles of distribution piping; and

WHEREAS, the Imperial City Council declared an emergency by way of Resolution No. 2021-51 on August 4, 2021, in response to needed repairs to the booster pump station at the City of Imperial Water Treatment Plant; and

WHEREAS, the repairs to the booster pump station have since been completed.

NOW, THEREFORE, BE IT RESOLVED the emergency declared by resolution no. 2021-51 has been resolved and is now terminated.

APPROVED, PASSED, AND ADOPTED, at the regular meeting of the City Council this 5th day of January, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-03**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
CONFIRMING AND CONTINUING ITS FINDING THAT THERE IS A PROCLAIMED
STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE
MEETINGS FOR THE COUNCIL AND ITS COMMISSIONS AND COMMITTEES**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California; and

WHEREAS, on September 22, 2021, the Imperial County Local Health Officer issued an amended Health Order which imposes and/or recommends measures to promote social distancing, including the requirement that “COVID Exposed Persons shall keep a minimum distance of six (6) feet between themselves and other individuals at all times whenever possible, excluding a treating medical professional, a caretaker, a law enforcement officer enforcing this Order, a representative of the Health Officer, or any other person specifically authorized by the Health Officer”; and

WHEREAS in light of ongoing concerns about public health and safety, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act (the “Brown Act”) in order to allow local government bodies to conduct open meetings safely during the coronavirus pandemic. On June 11, 2021, the Governor issued Executive Order N-08-21, extending the suspension of these provisions to allow local government bodies to continue to conduct their meetings remotely through September 30, 2021; and

WHEREAS, on September 10, 2021, the Legislature took additional action to allow local agencies to forego compliance with Brown Act teleconferencing requirements under specific circumstances after the expiration of the Governor’s order by adopting AB 361, which amends the Brown Act’s requirements for teleconferencing during a proclaimed state of emergency and when certain other conditions are met and certain findings are made. Because the bill contained an urgency clause, it took effect upon Governor Newsom’s signature on September 16, 2021; and

WHEREAS, the Brown Act, as amended, allows local agencies to make an initial determination to hold open meetings via teleconferencing when there is a proclaimed state of emergency and any of the following circumstances exist:

- 1) State or local officials have imposed or recommended social distancing
- 2) The local agency holds a meeting for the purposes of determining by majority vote if meeting in person would pose imminent health and safety risks to attendees

- 3) The local agency holds a meeting after having determined by majority vote that, as a result of the emergency, meeting in person would pose imminent risks to the health or safety of attendees.

The local agency must reconsider whether the state of emergency continues to impact the ability of the members to meet safely in person or whether local or state officials continue to impose or recommend social distancing every 30 days; and

WHEREAS the rates of transmission of COVID-19 and variants in Imperial County continue to pose imminent risks for health of attendees at indoor gatherings involving Individuals from outside the same household; and

WHEREAS, to help protect against the spread of COVID-19 and variants, and to protect the health and safety of the public, the City of Imperial (the “City”) wishes to continue its actions taken on October 6, 2021, which were and are necessary to comply with the Brown Act, as amended, and to continue to hold its meetings remotely via teleconference.

NOW, THEREFORE, BE IT RESOLVED that the City hereby confirms its previous finding that pursuant to the Governor’s State of Emergency Declaration, issued on March 4, 2020, there is a proclaimed State of Emergency in the State of California; and

BE IT FURTHER RESOLVED that the City hereby finds that pursuant to the Imperial County’s Local Health Officer’s amended Health Order dated September 22, 2021, local officials in Imperial County have imposed or recommended measures to promote social distancing; and

BE IT FURTHER RESOLVED that the City approves the continued meeting via teleconference for all Regular and Special Meetings of the City for the 30 days following this resolution, in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

APPROVED, PASSED, AND ADOPTED, at the regular meeting of the City Council this 5th day of January, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
DECEMBER 15, 2021**

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:30 PM.

MAYOR EUGENIO CONVENED TO CLOSED SESSION AT 6:36 PM

CITY COUNCIL PRESENT: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

CITY STAFF PRESENT: MORITA, BROWN, HOLBROOK AND MORA

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.
(Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Section 54956.9).
One (1) potential case.

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION.
(Section 54956.9)
Case Number: 21-cv-09233-DMR

CITY COUNCIL ADJOURNS CLOSED SESSION AT 6:52 PM

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

CITY COUNCIL PRESENT: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

CITY STAFF PRESENT: MORITA, BROWN, HOLBROOK, GUTIERREZ, HALLER, CHIEF ESTRADA,
CHIEF BARRA, ESTRADA, LOPER, LOPEZ, CAPT. SHEFFIELD, AND ANGUIANO.

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

MORITA requested that ITEM F-1 be moved to the end of the agenda, and reported that WARRANT #102084 should be held out for separate action from the consent agenda.

MOTION BY AMPARANO AND SECOND BY TUCKER to make the adjustments as presented by the City Manager.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

HOLBROOK ANNOUNCED THERE WAS NO ACTION IN CLOSED SESSION.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

NONE

C-2. Matters appearing on the agenda.

NONE

D. SPECIAL PRESENTATIONS:

D-1. MY IMPERIAL MOBILE APPLICATION

BROWN presented the item. The City of Imperial, in collaboration with GoGov is set to launch the City's new mobile application. **BROWN** stated that this will allow residents to access City services with more convenience and allow for emergency notifications to residents who download the app.

E. 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**

E-1. Approval of claims/warrants report.

E-2. Approval of the continuation of emergency declared by Resolution No. 2021-51.

E-3. Approval of Regular City Council Minutes for December 1, 2021.

E-4. Approval for surplus of parks fleet vehicle 2004 F250 diesel service truck.

E-5. Approval of letter for commitment/participation agreement with Motorola Solutions.

E-6. Approval and Adoption of the City of Imperial mobile device policy.

E-7 Approval of Agreement between Imperial Valley Drug Coalition Law Enforcement Coordination Center and the City of Imperial.

E-8 Republic Services Annual Rate Adjustment of 3.7% for residential waste collections services.

ACTION #1:

AMPARANO motioned to approve the consent agenda withholding warrant #102084 for DALE, TUCKER SECONDED.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED 5-0

ACTION #2:

AMPARANO MADE A MOTION TO APPROVE WARRANT #102084 FOR DALE

AYES: AMPARANO, BURNWORTH, TUCKER AND EUGENIO

NOES: NONE

ABSTAIN: DALE

MOTION CARRIED: 4-1

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

F-1. SUBJECT: DISCUSSION/ACTION: REORGANIZATION OF THE IMPERIAL CITY COUNCIL FOR CALENDAR YEAR 2022.

MOVED TO END OF THE MEETING

F-2. SUBJECT: DISCUSSION/DIRECTION: SR 86 AND 15TH STREET INTERSECTION.

BROWN presented the item to the City Council. **BROWN** reviewed the traffic data provided by the CR Associates Traffic Engineer, and further explained the proposed route change for the pick/up and drop off area. **BROWN** explained that the City AD HOC had met with the School District to review the proposed changes. **AMPARANO** asked for confirmation that it would be school staff that would be facilitating the changes. **BROWN** confirmed yes, but through some collaboration and training with our Imperial Police Department. **AMPARANO** asked how quickly this could be implemented. **BROWN** explained that the goal would be before McDonalds opens in February. **AMPARANO** asked what the plan was for after the opening of the businesses there because it was going to change the congestion. **BROWN** confirmed the reason that no physical changes to the intersections were recommended was because there needs to be continued assessment of the area as businesses open. The solution proposed is only a temporary fix. **AMPARANO** expressed his appreciation to staff that this wasn't the permanent solution and asked that staff continue to monitor the situation and report back. No further discussion was held by the City Council.

F-3. SUBJECT: DISCUSSION/ACTION: EAGER PARK SPLASH PAD SHADE PROJECT.

DISCUSSION:

LOPEZ presented the item to the City Council. **LOPEZ** gave an overview of the project completion. **AMPARANO** asked when the plywood and cones around the area would be removed. **LOPEZ** stated that in the coming days those would be removed from the project site. The wood and cones were a safety measure for the ground water testing. No further discussion was held by the City Council. **MAYOR EUGENIO** called for a motion.

ACTION 1:

AMPARANO MADE A MOTION to accept work as completed for the Eager Park Splash Pad Shade Project. **BURNWORTH** SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

ACTION #2

TUCKER MADE A MOTION to approve filing of the notice of completion with county recorder's office. BURNWORTH SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

**F-4. SUBJECT: DISCUSSION/ACTION: ADOPTION OF CYBERSECURITY
INCIDENT RESPONSE PLAN POLICY.**

DISCUSSION:

ESTRADA presented the item to the City Council. No discussion was held by the City Council. MAYOR EUGENIO called for a motion.

ACTION:

DALE MADE A MOTION TO APPROVE AND ADOPT the City of Imperial Cybersecurity Incident Response Plan Policy. BURNWORTH SECONDED THE MOTION

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

**F-5. SUBJECT: DISCUSSION/ACTION: AMENDMENT TO MUNICIPAL
ORDINANCE REGARDING MANDATORY ORGANIC WASTE
DISPOSAL REDUCTION PROGRAM PURSUANT TO SB1383.**

DISCUSSION:

MORA presented the item to the City Council. AMPARANO stated that this was a waste of money by the State. DALE stated he has an issue with another mandate, because with another mandate comes more taxes so the State can pay for it. DALE further stated that businesses are suffering and its wrong that the State imposes another regulation; every City in this State should vote no. AMPARANO asked MORA what would happen if this ordinance got voted down tonight. MORA explained that the penalties for not implementing the ordinance are \$10,000 per day fines that will be imposed by the STATE. AMPARANO asked who was going to regulate the cities for compliance. MORA stated that Cal Recycle has been the point of contact during the regulatory process, but the State has not identified

an agency for enforcement. DALE further commented that this was legalized extortion. No further discussion was held by the City Council. MAYOR EUGENIO called for a motion.

ACTION #1

BURNWORTH MADE A MOTION to introduce Ordinance #812 in Title Only amending the City of Imperial Municipal Ordinance Chapter 10-B regarding mandatory organic waste disposal reduction. TUCKER SECONDED THE MOTION

AYES: BURNWORTH, TUCKER AND EUGENIO

NOES: AMPARANO AND DALE

ABSTAIN: NONE

MOTION CARRIED: 3-2

ACTION #2

BURNWORTH MADE A MOTION directing staff to prepare a summary of Ordinance No. 812 for publication purposes. TUCKER SECONDED THE MOTION.

AYES: BURNWORTH, TUCKER AND EUGENIO

NOES: AMPARANO AND DALE

ABSTAIN: NONE

MOTION CARRIED: 3-2

**F-6. SUBJECT: DISCUSSION/ACTION: AMENDMENT TO MUNICIPAL
ORDINANCE REGARDING RESTORATION OF A DAMAGED
STRUCTURE FOR NON-CONFORMING USES.**

DISCUSSION:

MORA presented the item to the City Council stating that the commission reviewed the proposed amendment and ultimately recommended the proposed changes to the City Council for adoption. AMPARANO asked for clarification on non-conforming use and how that was relevant to current zoning in the City. MORA and MORITA clarified that non-conforming use in this case was for an area previously zoned as residential, but is now zoned as Village Commercial. Should the residence be destroyed by a “natural disaster”, current language in our ordinance would not allow the owners to rebuild the home. The proposed amendment would give the City discretion in those cases. AMPARANO clarified that doing this would be a benefit to the residents. MORITA confirmed that was the intent of the change. No further discussion was held by the City Council. MAYOR EUGENIO called for a motion.

ACTION #1:

AMPARANO MOTIONED TO INTRODUCE ORDINANCE 813 IN TITLE ONLY TO AMEND THE CITY OF IMPERIAL’S ZONING TEXT IN CHAPTER 24, SECTION 24.17.150. DALE SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

ACTION #2:

DALE MADE A MOTION directing staff to prepare a summary of Ordinance No. 813 for publication purposes. AMPARANO SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

F-7. SUBJECT: DISCUSSION/ACTION: AMENDMENT TO MUNICIPAL ORDINANCE REGARDING DEVELOPMENT STANDARDS FOR ATTACHED AND DETACHED CANOPIES IN RESIDENTIAL ZONES.

DISCUSSION:

MORA presented the item to the City Council. DALE asked if this included covered or closed patios, or was it just for open air patios(?). MORA stated it was for all patios. AMPARANO asked if 3ft was enough for Fire Department. MORA confirmed that is was, however it must be 5ft if there are living areas as well. AMPARANO asked if this amendment would alleviate the issue that Planning Commission had to consider for gentleman who had to obtain a variance for his patio(?). MORA stated that his amendment would only be applicable moving forward and could not be retroactive. BURNWORTH expressed her appreciation for the change and stated that she was glad this would make it easier on home owners in the future. No further discussion was held by the City Council. MAYOR EUGENIO called for a motion.

ACTION #1

DALE MOTIONED to introduce Ordinance No. 814 by title only amending Zoning Text Chapter 24 Section 24.03.140 (A) of the City's Zoning Code. BURNWORTH SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

ACTION #2

AMPARANO MADE A MOTION directing staff to prepare a summary of Ordinance No. 814 for publication purposes. BURNWORTH SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

**F-8. SUBJECT: DISCUSSION/ACTION: DEVELOPMENT IMPACT FEE PROGRAM
FUNDING REPORT.**

DISCUSSION:

GUTIERREZ presented the item to the City Council. No discussion was held by the City Council. MAYOR EUGENIO called for a motion.

ACTION:

BURNWORTH MADE A MOTION to ADOPT RESOLUTION NO. 2021-53 approving the fiscal year 2020-2021 Development Impact Fee Funding Report. TUCKER SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED: 5-0

**F-9. SUBJECT: DISCUSSION/ACTION: ADJUSTMENTS TO PART-TIME AND
TEMPORARY SALARY SCHEDULES.**

DISCUSSION:

BROWN presented the item to the City Council. No discussion was held by the Council. MAYOR EUGENIO called for a motion.

ACTION:

BURNWORTH MOTIONED to approve the adjustments to Part-Time and Temporary Salary Schedules to reflect Minimum Wage Requirements. TUCKER SECONDED THE MOTION.

AYES: AMPARANO, BURNWORTH, TUCKER, DALE AND EUGENIO

NOES: NONE

ABSTAIN: NONE

MOTION CARRIED 5-0

**F-1 SUBJECT: DISCUSSION/ACTION: REORGANIZATION OF THE IMPERIAL
CITY COUNCIL FOR CALENDAR YEAR 2022.**

MAYOR EUGENIO called upon Deputy City Clerk BROWN to open the item for nominations. BROWN called upon the City Council to make nominates for Mayor and Mayor Pro Tem for Calendar Year 2022.

ACTION #1

AMPARANO MOTIONED TO APPOINT GEOFF DALE AS MAYOR FOR CALENDAR YEAR 2022. TUCKER SECONDED THE MOTION.

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

MOTION CARRIES: 4-1

ACTION #2

AMPARANO MADE A MOTION TO SELECT KATIE BURNWORTH AS MAYOR PRO TEM FOR CALENDAR YEAR 2022. EUGENIO SECONDED THE MOTION.

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

MOTION CARRIES: 5-0

Following the appointments, MAYOR DALE presented OUTGOING MAYOR EUGENIO with a proclamation on behalf of the City, Friends of Imperial Parks, And Imperial Valley Urban Forest, gifting MAYOR EUGENIO a tree to plant in any of the City's parks. EUGENIO made remarks on her accomplishments during her time as mayor and expressed her enthusiasm for upcoming projects.

G. REPORTS:

- G-1. SUBJECT: DEPARTMENT REPORTS.**
- G-2. SUBJECT: CITY MANAGER REPORT.**
- G-3. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.**

NO REPORTS

MAYOR DALE ADJOURNED THE MEETING AT 7:57 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JANUARY 5, 2022, AT 7:00 P.M.

DATE SUBMITTED 12/27/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 01/05/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 RUSSELL COURT SUBDIVISION UNIT 3
 1. APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS.
 2. AUTHORIZE BOND REDUCTION UP TO 90% AND TO KEEP THE REMAINING 10% FOR THE ONE-YEAR WARRANTY PERIOD.

DEPARTMENT COMMUNITY DEVELOPMENT
 INVOLVED:

BACKGROUND/SUMMARY:

City staff conducted regular field inspections during the construction of the off-site street improvements for the subject project and a final walk through was completed on December 15, 2021. At this time, the improvements were found to be completed. See Exhibits "A" attached herewith for details.

One-Year warranty for labor and materials will end on December 15, 2022.

Now the developer is requesting that the City accept the improvements and reduce the amount accordingly.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN SERVICES SIGN INITIALS 17

STAFF RECOMMENDATION:

1. Staff recommends approval and acceptance of off-site street improvements of Russell Court Subdivision Unit 3.
2. Staff recommends authorization of bond reduction up to 90% and to keep the remaining 10% for the One-Year warranty period.

DEPT. INITIALS GM

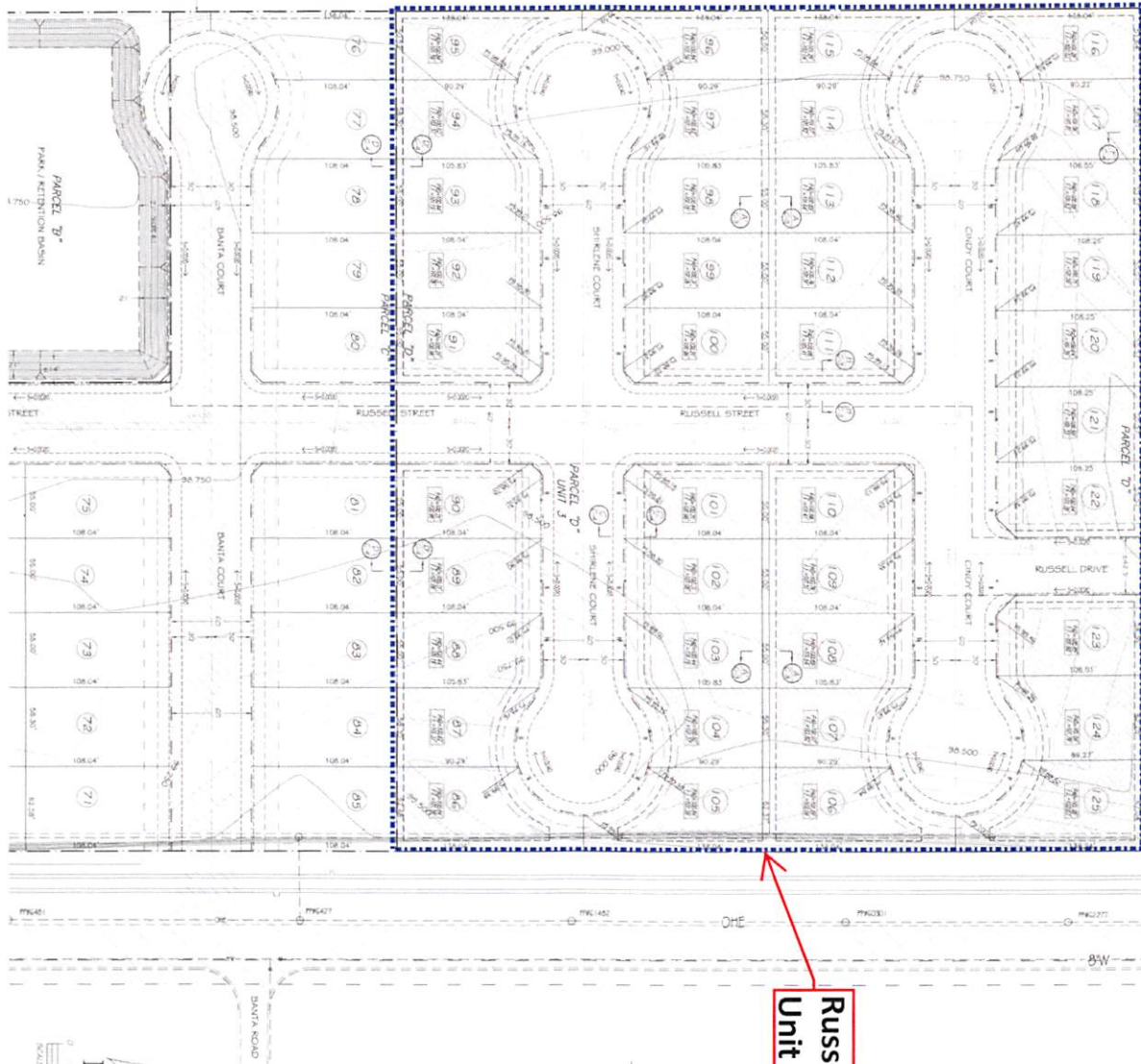
MANAGER'S RECOMMENDATION: approve

CITY MANAGER'S INITIALS 01/27/21

MOTION:

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

Exhibit "A"



Russell Subdivision
Unit 3

Δ GRADING NOTES

ALL BODIES OF THE WORK SHALL BE CLEANED OF OILS, GREASES AND WELDING FLUXES TO A DEPTH OF AT LEAST 1/16" (1.6mm) BELOW THE FINISH SURFACE. SURFACES OF FINISHED WORK WHICH ARE TO UNDERGO WELDING AND OTHER FURTHER WORK SHALL BE PROTECTED BY THE WORK SHALL BE EXPOSED AND PROTECTIVE COATINGS REMOVED. THE WORK SHALL BE FILLED WITH CLEANED FORTH, BRASS, STEEL OR OTHER FILLING MATERIALS. THE FILLING SHALL BE REWORKED FROM THE SURF OF WORK AND PROTECTED OF FURTHER CORROSION PROTECTION.

[illegible]

Subdivision

THE DATA INDICATE THAT THE USE OF THESE PROCEDURES FOR THE IDENTIFICATION OF THE SOURCE OF A CRIME OR THE IDENTIFICATION OF THE SUSPECT OF A CRIME IS NOT PROVED BY THE PRESENT CASE. THE IDENTIFICATION OF THE SUSPECT OF A CRIME IS NOT PROVED BY THE PRESENT CASE. THE IDENTIFICATION OF THE SUSPECT OF A CRIME IS NOT PROVED BY THE PRESENT CASE.

TYPICAL CROSS SECTION A-A'
NOT TO SCALE



Δ TYPICAL CROSS SECTION B-B'¹

Δ EARTHWORK QUANTITIES

DAYS AND TIME SURFACE MET. RL. SURFACE
COMPARISON SURFACE SURFACE SURFACE A
CUT FACTOR 0.000
CUT VOLUME 0.00 CU YD
FILL VOLUME 8.265 CU YD
NET VOLUME 8.265 CU YD (+ FILL IMPORT) =
NOTE: THE QUANTITIES ABOVE SHOWN ARE ESTIMATED AND FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED AS A BASIS FOR CONTRACT BIDDING.

APPROVED

CITY OF MINNEAPOLIS

DATE: 12/14/17

BY: [Signature]

ACTING AND CLERK POSITIONS IN LETTERS ARE FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN THE MOST CURRENT INFORMATION FROM THE EMPLOYER. THE EMPLOYER'S POLICY IS TO REPLY TO ALL APPLICANTS. THE APPLICANT'S RESUME SHOULD BE SENT TO THE EMPLOYER'S ADDRESS. THE EMPLOYER'S ADDRESS IS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202. THE EMPLOYER'S PHONE NUMBER IS: (303) 733-1000. THE EMPLOYER'S FAX NUMBER IS: (303) 733-1001. THE EMPLOYER'S E-MAIL ADDRESS IS: info@denverpost.com. THE EMPLOYER'S WEBSITE IS: www.denverpost.com. THE EMPLOYER'S ADDRESS IS: 1000 N. 10TH ST., SUITE 100, DENVER, CO 80202. THE EMPLOYER'S PHONE NUMBER IS: (303) 733-1000. THE EMPLOYER'S FAX NUMBER IS: (303) 733-1001. THE EMPLOYER'S E-MAIL ADDRESS IS: info@denverpost.com. THE EMPLOYER'S WEBSITE IS: www.denverpost.com.

DATE: 01/11/2020 DRAWN BY: J. RUIZ CHECKED BY: J. RUIZ	 SHEET: 3-14 PROJECT NO: 15050	PROJECT DESCRIPTION RUSSELL COURT SUBDIVISION - UNIT 3	 APPROVED BY: J. RUIZ DATE: 9/26/20 CARLOS ROMERO, P.E. No. 4532	APPROVED BY: J. RUIZ DATE: 9/26/20 CARLOS ROMERO, P.E. No. 4532	PROJECT NO: 15050 SHEET: 3-14 DATE: 01/11/2020	DESCRIPTION: 1st CITY OF IMPERIAL COMMENTS (SCALE) 2/22/20 CC 2nd CITY OF IMPERIAL COMMENTS (SCALE) 9/22/20 CC 3rd CITY OF IMPERIAL COMMENTS (SCALE) 9/22/20 CC 4th CITY OF IMPERIAL COMMENTS (SCALE) 9/22/20 CC	DATE: 01/11/2020 DRAWN BY: J. RUIZ CHECKED BY: J. RUIZ
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Agenda Item No. D-6

DATE SUBMITTED 12/27/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 1/5/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AMENDMENT TO MUNICIPAL ORDINANCE REGARDING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION PROGRAM PURSUANT TO SB 1383 1. Approval to waive the second reading in full and adopt Ordinance 812 Amending Chapter 10-B.	
DEPARTMENT	COMMUNITY DEVELOPMENT
INVOLVED:	
BACKGROUND/SUMMARY: The State of California has made organic recycling mandatory (AB 341, AB 1826 and SB 1383). These laws require all Cities in California to comply with State Laws. The goal is to reduce waste, greenhouse gas emission reductions, increase edible food recovery and recycling while also reducing food insecurity. Failure to comply with these laws may subject the City to enforcement actions, including fines up to \$10,000 per day from the State of California regulatory agency CalRecycle. The City has formulated an Ordinance in efforts to become compliant with the SB 1383. The first reading of Ordinance 812 Amending Chapter 10-B took place during the December 15, 2021 City Council meeting.	
FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS <u>18</u>
STAFF RECOMMENDATION: Staff recommend approval of Ordinance	DEPT. INITIALS <u>om</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OMM</u>
MOTION: SECONDED: AYES: NAYES:	
APPROVED () DISAPPROVE () REJECTED () DEFERRED ()	

ORDINANCE NO. 812

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AMENDING CHAPTER 10-B OF THE CITY OF IMPERIAL MUNICIPAL CODE REGARDING THE MANDATORY ORGANIC WASTE DISPOSAL REDUCTION PROGRAM

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City of Imperial (City) to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, the intent of this Ordinance is to implement the requirements of AB 341, AB 1826, and the SB 1383 Regulations; and

WHEREAS, these requirements will also help reduce greenhouse gas emissions associated with the disposal of solid waste in landfills and further protect the natural environment and human health as well as enhance the economy through increased recycling and organic materials processing activities; and

WHEREAS, failure to comply with elements of these regulations may result in the potential of a \$10,000 per day fine if the City fails to adopt a local ordinance to mandate compliance or follow the state regulations in this area; and

WHEREAS, the Imperial City Council has determined that adoption of such an Ordinance will serve the health, safety, and public welfare of the community; and

WHEREAS, the City Council held a public hearing on December 15, 2021, to review the pertinent facts and consider all arguments for and against the proposed text amendments.

THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

SECTION 1: Chapter 10-B of the Municipal Code is hereby amended to read as follows:

**CHAPTER 10-B
MANDATORY ORGANIC WASTE DISPOSAL REDUCTION PROGRAM**

Section 10B-1 – Definitions.

Section 10B-2 – Requirements for Single-Family Generators.

Section 10B-3 – Requirements for Commercial Businesses

Section 10B-4 – Waivers for Generators.

Section 10B-5 – Requirements for Commercial Edible Food Generators.

Section 10B-6 – Requirements for Food Recovery Organizations and Services.

Section 10B-7 – Requirements for Haulers and Facility Operators.

Section 10B-8 – Self-Hauler Requirements.

Section 10B-9 – Procurement Requirements for Jurisdiction Departments, Direct Service Providers, and Vendors.

Section 10B-10 – Inspections and Investigations by City.

Section 10B-11 – Enforcement.

Sec. 10B-1. Definitions

For purposes of Chapter 10-B, the following definitions shall apply:

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5).
- (b) “CalRecycle” means California’s Department of Resources Recycling and Recovery.
- (c) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

- (d) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 10B-1(hhh) and 10B-1(iii) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (e) “Compliance Review” means a review of records by the City to determine compliance with this ordinance.
- (f) “Community Composting” has the same meaning as in 14 CCR Section 17855(a)(4) or as otherwise defined by 14 CCR Section 18982(a)(8).
- (g) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).
- (h) “Compostable Plastics” or “Compostable Plastic” has the same meaning as in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (i) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (j) “C&D” means construction and demolition debris.
- (k) “Designated Source Separated Organic Waste Facility”, has the same meaning as in 14 CCR Section 18982(a)(14.5)
- (l) “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (m) “Edible Food” has the same meaning as in 14 CCR Section 18982(a)(18). For the purposes of this ordinance, “Edible Food” is not Solid Waste if it is recovered and not discarded.
- (n) “Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (o) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose

Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the Jurisdiction's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by Jurisdiction or its Designee for collection services.

- (p) "Food Distributor" has the same meaning as in 14 CCR Section 18982(a)(22).
- (q) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (r) "Food Recovery" has the same meaning as in 14 CCR Section 18982(a)(24).
- (s) "Food Recovery Organization" has the same meaning as in 14 CCR Section 18982(a)(25).

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance).

- (t) "Food Recovery Service" has the same meaning as in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance.
- (u) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (v) "Food Service Provider" has the same meaning as in 14 CCR Section 18982(a)(27).
- (w) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (x) "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- (y) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28).
- (z) "Grocery Store" has the same meaning as in 14 CCR Section 18982(a)(30).
- (aa) "Hauler Route" has the same meaning as in 14 CCR Section 18982(a)(31.5).

- (bb) “High Diversion Organic Waste Processing Facility” has the same meaning as in 14 CCR Section 18982(a)(33).
- (cc) “Inspection” has the same meaning as in 14 CCR Section 18982(a)(35).
- (dd) “City Enforcement Official” means the city manager, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- (ee) “Large Event” has the same meaning as in 14 CCR Section 18982(a)(38).
- (ff) “Large Venue” has the same meaning as in 14 CCR Section 18982(a)(39).
- (gg) “Local Education Agency” has the same meaning as in 14 CCR Section 18982(a)(40).
- (hh) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ii) “Non-Compostable Paper” has the same meaning as in 14 CCR Section 18982(a)(41).
- (jj) “Non-Organic Recyclables” has the same meaning as in 14 CCR Section 18982(a)(43).
- (kk) “Notice of Violation (NOV)” has the same meaning as in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ll) “Organic Waste” has the same meaning as in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (mm) “Organic Waste Generator” has the same meaning as in 14 CCR Section 18982(a)(48).
- (nn) “Paper Products” has the same meaning as in 14 CCR Section 18982(a)(51).
- (oo) “Printing and Writing Papers” has the same meaning as in 14 CCR Section 18982(a)(54).
- (pp) “Prohibited Container Contaminants” has the same meaning as in 14 CCR Section 18982(a)(55).
- (qq) “Recovered Organic Waste Products” has the same meaning as in 14 CCR Section 18982(a)(60).
- (rr) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (ss) “Recycled-Content Paper” has the same meaning as in 14 CCR Section 18982(a)(61).
- (tt) “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.

- (uu) “Remote Monitoring” means the use of the internet and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Black/Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (vv) “Renewable Gas” has the same meaning as in 14 CCR Section 18982(a)(62).
- (ww) “Restaurant” has the same meaning as in 14 CCR Section 18982(a)(64).
- (xx) “Route Review” has the same meaning as in 14 CCR Section 18982(a)(65).
- (yy) “Self-Hauler” has the same meaning as in 14 CCR Section 18982(a)(66).
- (zz) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (aaa) “Solid Waste” has the same meaning as defined in Public Resources Code Section 40191.
- (bbb) “Source Separated” has the same meaning as in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.
- (ccc) “Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (ddd) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (eee) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (fff) “State” means the State of California.
- (ggg) “Supermarket” has the same meaning as in 14 CCR Section 18982(a)(71).
- (hhh) “Tier One Commercial Edible Food Generator” has the same meaning as in 14 CCR Section 18982(a)(73).
- (iii) “Tier Two Commercial Edible Food Generator” has the same meaning as in 14 CCR Section 18982(a)(74).

- (jjj) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” has the same meaning as in 14 CCR Section 189852(a)(75).
- (kkk) “Wholesale Food Vendor” has the same meaning as in 14 CCR Section 189852(a)(76).

Sec. 10B-2 Requirements for Single-Family Generators

Single-Family Organic Waste Generators (except Single-Family generators that meet the Self-Hauler requirements in Section 10B-8 of this ordinance) shall comply with the following requirements:

- (a) Subscription to City’s Organic Waste collection services for all Organic Waste generated as described below in Section 10B-2(b). The City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Single-Family generators shall adjust its service level for its collection services as required by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Participation in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.
- (c) Placement of Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue and Black/Gray Container waste in the Black/Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Sec. 10B-3 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to the City’s container collection services and comply with requirements of those services as described below in Section 10B-3(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 10B-8 of this ordinance. The City shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as required by the City.

- (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 10B-7 of this ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.
- (1) Generators shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Black/Gray Container. Generators shall not place materials designated for the Black/Gray Container into the Green Container or Blue Container.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 10B-3(d)(1) and 10B-3(d)(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Black/Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 10B-8.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
- (1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements contained in Section 10B-3(d).

- (f) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 10B-12 of this ordinance to confirm compliance with the requirements of this ordinance.
- (g) Accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 10B-3(b). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Black/Gray Containers.
- (h) At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Black/Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Black/Gray Containers subject to written notification to or approval by the City or its Designee.
- (i) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 10B-8 of this ordinance.
- (j) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (k) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 10B-5.

Sec. 10B-4 Waivers for Generators

- (a) De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 10B-4(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 10B-4(a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a

Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

- (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (4) Provide written verification of eligibility for de minimis waiver every five years, if the City has approved de minimis waiver.
- (b) Physical Space Waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 10B-3.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to City that it is still eligible for physical space waiver every five years.
- (4) Review and Approval of Waivers by City

The user may petition the Community Development Director to consider the approval of waivers for the Mandatory California Organic Recycling Ordinance.

(A) In its petition, the appealing party must submit a complete waiver application.

(B) If the Community Development Director fails to act within thirty (30) days, a request for a waiver shall be deemed to be denied. Decisions to not issue a waiver to the user may be appealed as provided herein.

- a. Appeals shall be in writing and shall be accompanied by a fee established by the City Council to defray all expenses and costs associated with processing the appeal.
 - b. The City Clerk shall set the matter for hearing before the City Council. The decision of the City Council shall be an administrative action for the purpose of judicial review.
- (3) Aggrieved parties seeking review of the final waiver decision must do so filing an appeal with the City Clerk within ten (10) days of receipt of the decision issued by the Community Development Director.

Sec. 10B-5 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 10B-5, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

- (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) No later than March 1st of each year commencing no later than January 1, 2022 for Tier One Commercial Edible Food Generators and January 1, 2023 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information on (C) above.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant Education Code Section 49580, *et seq* and Health and Safety Code section 114079.

Sec. 10B-6 Requirements for Food Recovery Organizations and Services.

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records:
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records:
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

Sec. 10B-7 Requirements for Haulers and Facility Operators

- (a) Requirements for Haulers:

Exclusive franchised hauler, Permitted Haulers or Licensed Haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the Jurisdiction to collect Organic Waste:

- (1) Through written notice to the City annually on or before January 1 of each year, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste.
- (2) Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (3) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 10B-9 of this ordinance, and City's C&D ordinance.

- (4) Exclusive Franchise Hauler, Permitted Haulers or Licensed Haulers authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with the City.
- (b) Requirements for Facility Operators and Community Composting Operations
 - (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within sixty (60) days.
 - (2) Community Composting operators, upon Jurisdiction request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within sixty (60) days.

Sec. 10B-8 Self-Hauler Requirements

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.

- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 10B-8(c) to City, if requested.
- (e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 10B-8(c) and (d).

Sec. 10B-9 Procurement Requirements for Jurisdiction Departments, Direct Service Providers, and Vendors

- (a) City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy.
- (b) All vendors providing Paper Products and Printing and Writing Paper shall:
 - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
 - (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
 - (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
 - (5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper

purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 15(b)(3) and 15(b)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Sec. 10B-10 Inspections and Investigations by City

- (a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 10B-3(b) of this ordinance, Jurisdiction may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 10B-3(k) of this ordinance.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, if applicable, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

Sec. 10B- 11 Enforcement

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.
 - (A) City Enforcement Official(s) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - (B) City Enforcement Official(s) may issue Notices of Violation(s).
- (d) Process for Enforcement
 - (1) City Enforcement Officials and/or their Designee will monitor compliance with the ordinance through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring).
 - (2) The City may issue an official notification to notify regulated entities of its obligations under the ordinance.
 - (3) For incidences of Prohibited Container Contaminants found in containers, the City may issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 30 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than two (2) consecutive occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.
 - (4) With the exception of violations of generator contamination of container contents addressed under Section 10B-11(d)(3), the City may issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City may commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 15-80 of the Imperial Municipal Code.

Notices shall be sent to “owner” at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) **Penalty Amounts for Types of Violations**

The penalty levels are as follows:

- (1) For a first violation, the Customer violating the regulation and restrictions in this section shall receive a written warning.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) **Factors Considered in Determining Penalty Amount**

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator’s ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) **Compliance Deadline Extension Considerations**

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 10B-11 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, if applicable, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if Jurisdiction determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 10B-11, as needed.

SECTION 2: 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 ____ day of _____, 2022.

Mayor of the City of Imperial

ATTEST:

By _____
City Clerk

**Agenda Item
No.**

D-7

DATE SUBMITTED

12/27/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/5/2022

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: AMENDMENT TO MUNICIPAL ORDINANCE REGARDING
RESTORATION OF A DAMAGED STRUCTURE FOR NON-CONFORMING USES

1. Approval to waive second reading in full and adopt Ordinance 813 amending
Zoning Text Chapter 24 Section 24.17.150

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

See attached Staff Report

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN INITIALS

[Signature]

STAFF RECOMMENDATION: Staff recommends Adoption of
Ordinance regarding restoration of damaged structure for non-
conforming uses.

DEPT. INITIALS

em

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

em

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Staff Report

To: City of City Council

From: Othon Mora, Community Development Director

Date: December 27, 2021

Subject: Zoning Code Text Amendment- ZCTA #2102
Restoration of Damaged Structure for Non-Conforming Uses

Background

The purpose of the Non-Conforming Use Zoning Ordinance is to limit the number and extend of nonconforming structures by prohibiting their relocation, alteration, their re-establishment after abandonment, or enlargement in a manner that would increase the non-conformity and to prohibit the restoration after destruction.

Restoration of a damaged structure is currently as follows:

"24.17.150 RESTORATION OF A DAMAGED STRUCTURE

- A. Whenever a structure which does not comply with the Property Development Standards for front yard, side yard, rear yard, height of structures, or distances between structures prescribed in the zone in which the structure is located, or the use of which does not conform with the Performance Standards for the zone in which it is located, is destroyed by fire or other calamity, by the act of God, or by the public enemy to the extent of fifty (50) percent or less, the structure may be restored and the nonconforming use may be resumed, provided that restoration is started within one year and diligently pursued to completion. When the destruction exceeds fifty (50) percent or the structure is voluntarily razed or is required by law to be razed, the structure shall not be restored except in full conformity with the Property Development Standards for the zone in which it is located and the nonconforming use shall not be resumed."*

Staff has received numerous requests to amend the Zoning Code to allow Non-Conforming Uses to continue in case of a fire or other catastrophe. An amendment to the Zoning Ordinance is necessary due to the fact that property owners in the process of financing or refinancing the property no lender is willing to loan the money unless the City would allow to fully rebuild. Therefore, the City is requesting some regulatory relief. On November 10, 2021 the Planning

Commission reviewed and recommended the item regarding Restoration of Damaged Structure for Non-Conforming Uses. The first reading of Ordinance 813 Amending Zoning Text Chapter 24 Section 24.17.150 took place at the December 15, 2021 City Council meeting.

Discussion/Analysis

The following is the recommended amendment based on general comments from the public.

“24.17.150 RESTORATION OF A DAMAGED STRUCTURE

A. Whenever a structure which does not comply with the Property Development Standards for front yard, side yard, rear yard, height of structures, or distances between structures prescribed in the zone in which the structure is located, or the use of which does not conform with the Performance Standards for the zone in which it is located, is destroyed by fire or other calamity, by the act of God, or by the public enemy to the extent of fifty (50) percent or less, the structure may be restored and the nonconforming use may be resumed, provided that restoration is started within one year and diligently pursued to completion. When the destruction exceeds fifty (50) percent or the structure is voluntarily razed or is required by law to be razed, the structure shall not be restored except in full conformity with the Property Development Standards for the zone in which it is located and the nonconforming use shall not be resumed. However, any residential structure(s), including multifamily, destroyed by a catastrophe, including fire and earthquake, may be reconstructed up to the original size, placement, and density, and the nonconforming use may be resumed. Reconstruction shall be started within one year and diligently pursued to completion.”

These minor adjustment to the Non-Conforming standards promotes opportunities and is in the interest of the community.

Environmental Compliance

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the Guidelines.

Public Notification

The public hearing scheduled for January 5, 2022 was duly noticed in the Holtville Tribune, a newspaper of general circulation on December 23, 2021.

Recommendation

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends that the City Council approve the Zoning Text Amendment regarding Restoration of Damaged Structure for Non-Conforming Uses.

Attachments

- RESO PC2021-15
- ORDINANCE No 813

Respectfully submitted,



Othon Mora, MCM, CBO
Community Development Director

ORDINANCE NO. 813

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
AMENDING SECTION 24.17.150 TO THE CITY OF IMPERIAL MUNICIPAL
CODE RELATING TO DEVELOPMENT STANDARDS FOR DETACHED
CANOPIES IN RESIDENTIAL ZONES**

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

SECTION 1: Section 24.17.150, "Restoration of a Damaged Structure" of the Imperial Municipal Code is hereby amended to read as follows:

"A. Whenever a structure which does not comply with the Property Development Standards for front yard, side yard, rear yard, height of structures, or distances between structures prescribed in the zone in which the structure is located, or the use of which does not conform with the Performance Standards for the zone in which it is located, is destroyed by fire or other calamity, by the act of God, or by the public enemy to the extent of fifty (50) percent or less, the structure may be restored and the nonconforming use may be resumed, provided that restoration is started within one year and diligently pursued to completion. When the destruction exceeds fifty (50) percent or the structure is voluntarily razed or is required by law to be razed, the structure shall not be restored except in full conformity with the Property Development Standards for the zone in which it is located and the nonconforming use shall not be resumed. However, any residential structure(s), including multifamily, destroyed by a catastrophe, including fire and earthquake, may be reconstructed up to the original size, placement, and density, and the nonconforming use may be resumed. Reconstruction shall be started within one year and diligently pursued to completion."

SECTION 2: This ordinance shall take effect thirty (30) days after its adoption. The City Clerk or his/her duly appointed deputy, shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of _____, 2022.

Geoff Dale, City of Imperial Mayor

ATTEST:

City Clerk

RESOLUTION PC 2021-15

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
IMPERIAL RECOMMENDING AN AMMENDMENT OF THE ZONING
ORDINANCE SECTION 24.17.150(A) RELATING TO RESTORATION OF
DAMAGED STRUCTURE FOR NON-CONFORMING USES**

WHEREAS, a duly notified public hearing was held by the Planning Commission on November 10, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Imperial to recommend the amendment of Section 24.17.150 (A) of the Imperial Zoning Ordinance as follows:

SECTION 1: Section 24.17.150 (A), "Restoration of a Damaged Structure" of the Imperial Municipal Code is hereby amended to read as follows:

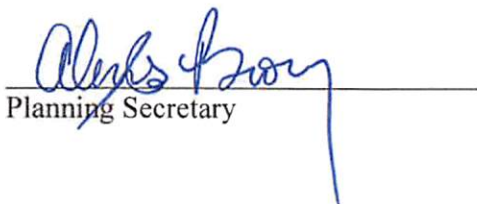
24.17.150 RESTORATION OF A DAMAGED STRUCTURE

- A. Whenever a structure which does not comply with the Property Development Standards for front yard, side yard, rear yard, height of structures, or distances between structures prescribed in the zone in which the structure is located, or the use of which does not conform with the Performance Standards for the zone in which it is located, is destroyed by fire or other calamity, by the act of God, or by the public enemy to the extent of fifty (50) percent or less, the structure may be restored and the nonconforming use may be resumed, provided that restoration is started within one year and diligently pursued to completion. When the destruction exceeds fifty (50) percent or the structure is voluntarily razed or is required by law to be razed, the structure shall not be restored except in full conformity with the Property Development Standards for the zone in which it is located and the nonconforming use shall not be resumed. However, any residential structure(s), including multifamily, destroyed by a catastrophe, including fire and earthquake, may be reconstructed up to the original size, placement, and density, and the nonconforming use may be resumed. Reconstruction shall be started within one year and diligently pursued to completion."

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this 10 day of November 2021.


Planning Commission Chairman

ATTEST:


Planning Secretary

**Agenda Item
No.**

D-8

DATE SUBMITTED 12/27/2021
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED 1/5/2022

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: AMENDMENT TO MUNICIPAL ORDINANCE REGARDING DEVELOPMENT STANDARDS FOR ATTACHED AND DETACHED CANOPIES IN RESIDENTIAL ZONES	
1. Approval to waive second reading in full and adopt Ordinance No. 814 Amending Zoning Text Chapter 24 Section 24.03.140 (A)	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY: See attached Staff Report	
FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS <u>HS</u>
STAFF RECOMMENDATION: Staff recommends Adoption of Ordinance regarding development standards for attached and detached canopies in residential zones.	DEPT. INITIALS <u>DM</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>DM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:	



Staff Report

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: December 27, 2021

Subject: Zoning Code Text Amendment- ZCTA #2101
Development Standards for attached or detached canopies in Residential Zones

Background

Accessory buildings and structures, attached or detached in all residential zones is currently as follows:

"24.03.140 (A)-Accessories Buildings and Structures. A detached accessory structure may be located within an interior side yard or rear yard; provided, that such structure is located no closer than five (5) feet to an interior side or rear lot line and is at least ten (10) feet from the main structure."

Staff has found that applicants frequently request a modification from these regulations. An amendment to the Zoning Ordinance is necessary for accessory structures due to the fact that current residential lots are small and residents are unable to build a decent size patio in their backyards. Amending the zoning ordinance would also streamline permit processing. On November 10, 2021, the Planning Commission reviewed and recommended the item in regards to amending the Development Standards for attached or detached canopies in Residential Zones. The first hearing for the Zoning Code Text Amendment was held during the December 15, 2021 City Council meeting.

Discussion/Analysis

The following is the recommended amendment based on general comments from the public and previous discussion by the Planning Commission.

"Accessory Buildings and Structures. Accessory buildings and structures, attached or detached, shall meet all of the requirements for location of the main structure, except as herein provided."

- 1. Accessory buildings or structures, attached or detached, may be located within an interior side yard or rear yard; provided that such structure is located no closer than three (3) feet to an interior side or rear lot line."*

These minor adjustment to the development standards promotes opportunities for efficient use of residential land and compact development, and add flexibility in the regulations that support expected development in the city and is in the interest of the community.

Environmental Compliance

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the Guidelines.

Public Notification

The public hearing scheduled for January 5, 2022 was duly noticed in the Holtville Tribune, a newspaper of general circulation on December 23, 2021.

Recommendation

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends that the City Council approve the Zoning Text Amendment in regards Development Standards for attached or detached canopies in Residential Zones.

Attachments

- RESO PC2021-14
- ORDINANCE No. 814

Respectfully submitted,



Othon Mora, MCM, CBO
Community Development Director

ORDINANCE NO. 814

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
AMENDING SECTION 24.03.140(A) TO THE CITY OF IMPERIAL
MUNICIPAL CODE RELATING TO DEVELOPMENT STANDARDS FOR
DETACHED CANOPIES IN RESIDENTIAL ZONES**

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

SECTION 1: Section 24.03.140(A), “Accessory Buildings and Structures” of the Imperial Municipal Code is hereby amended to read as follows:

“A. Accessory Buildings and Structures. Accessory buildings and structures, attached or detached, shall meet all of the requirements for location of the main structure, except as herein provided.

1. Accessory buildings or structures, attached or detached, may be located within an interior side yard or rear yard; provided that such structure is located no closer than three (3) feet to an interior side or rear lot line.

SECTION 2: This ordinance shall take effect thirty (30) days after its adoption. The City Clerk or his/her duly appointed deputy, shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of _____, 2021.

Geoff Dale, City of Imperial Mayor

ATTEST:

City Clerk

RESOLUTION PC 2021-14

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
IMPERIAL RECOMMENDING AN AMMENDMENT OF THE ZONING
ORDINANCE SECTION 24.03.140(A) RELATING TO DEVELOPMENT
STANDARDS FOR DETACHED CANOPIES IN RESIDENTIAL ZONES**

WHEREAS, a duly notified public hearing was held by the Planning Commission on November 10, 2021.

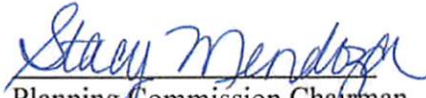
NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Imperial to recommend the amendment of Section 24.03.140 (A) of the Imperial Zoning Ordinance as follows:

SECTION 1: Section 24.03.140(A), "Accessory Buildings and Structures" of the Imperial Municipal Code is hereby amended to read as follows:

"A. Accessory Buildings and Structures. Accessory buildings and structures, attached or detached, shall meet all of the requirements for location of the main structure, except as herein provided.

1. Accessory buildings or structures, attached or detached, may be located within an interior side yard or rear yard; provided that such structure is located no closer than three (3) feet to an interior side or rear lot line.
2. A detached accessory structure shall meet the setback requirements of the main building for the front and street side yard areas."

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this 10 day of November 2021.


Planning Commission Chairman

ATTEST:


Planning Secretary

DATE SUBMITTED 12/28/20
 SUBMITTED BY L. Gutierrez
 DATE ACTION REQUIRED 01/05/22

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

approval of 2

AGENDA ITEM

SUBJECT: *1, SB 165 Annual Report(s) - Bratton 2004-3, Mayfield 2004-2, Monterrey Park 2006-1, Savanna Ranch 2006-2, Springfield 2005-1, and Victoria 2004-1, and*

authorization to file

DEPARTMENT INVOLVED: Administrative Services

BACKGROUND/SUMMARY:

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to requirements of the Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- 1) The amount of funds collected and expended to fund authorized facilities.*
- 2) The status of any project required or authorized to be funded by the special tax and/or bond measure.*

The attached are SB 165 Annual Reports for all City issued CFD's for the Fiscal Year 2020/2021.

The SB165 Reports were prepared in compliance with the Local Special Tax & Bond Accountability Act, which requires annual reporting of the CFD collections/expenditures for any CFD established after 2001. This report summarizes the special taxes collected and expenditures for fiscal year ended June 30, 2021 and provides a summary of the bond proceed expenditures.

FISCAL IMPACT:

F.O. INITIALS *[Signature]*

STAFF RECOMMENDATION:

Approval for filing.

INITIALS *[Signature]*

MANAGER'S RECOMMENDATION:

approve

MANAGER'S INITIALS *om*

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



CITY OF IMPERIAL
COMMUNITY FACILITIES DISTRICT NO. 2004-3
(BRATTON DEVELOPMENT)

**LOCAL AGENCY SPECIAL TAX AND BOND
ACCOUNTABILITY ACT COMPLIANCE (SB 165)**
FISCAL YEAR ENDED JUNE 30, 2021

KOPPEL & GRUBER
PUBLIC FINANCE

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SAN MARCOS
CALIFORNIA 92078

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F. 760.510.0288

City of Imperial

Dennis Morita, City Manager
Laura Gutierrez, Administrative Services Director
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F: 760.355.4718

Bond Counsel

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Fiscal Agent

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Wells Fargo Bank, N.A.
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F. 213.253.7598

Special Tax Administrator

Scott Koppel/Kara Meverden
Koppel & Gruber Public Finance
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San Marcos, CA 92078
T. 760.510.0290
F. 760.510.0288

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E. Expenditures to Fund Authorized Facilities.....	5
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A. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), the Local Agency Special Tax and Bond Accountability Act Compliance (the “Report”) must be filed annually by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/21.

B. BOND PROCEEDS

Community Facilities District No. 2004-3 (Bratton Development) ("CFD No. 2004-3") of the City of Imperial ("City") issued Special Tax Refunding Bonds, Series 2015A ("Refunding Bonds") on July 15, 2015 in the aggregate principal amount of \$5,675,000. A portion of the proceeds of the Refunding Bonds, together with certain existing funds on hand, were used to defease and refund (i) the City's 2005 Special Tax Bonds, Series A ("2005 Bonds") and (ii) the City's 2006 Special Tax Bonds, Series B ("2006 Bonds"). Approximately \$749,128.17 remaining in the funds and accounts established in connection with the 2005 Bonds and the 2006 Bonds was transferred to the Escrow Fund for the Refunding Bonds to redeem the 2005 Bonds and the 2006 Bonds. The table below summarizes the application of the Refunding Bond proceeds:

Refunding Bond Proceeds

FUND/ACCOUNT/SUBACCOUNT	BOND PROCEEDS
Escrow Fund to Redeem 2005 Bonds ¹	\$4,033,050.63
Escrow Fund to Redeem 2006 Bonds ¹	1,799,792.50
Reserve Account of the Special Tax Fund	422,943.76
Costs of Issuance Fund ²	183,219.78
TOTAL³	\$6,439,006.67

¹ Monies deposited into the Escrow Fund were used to redeem the 2005 Bonds and the 2006 Bonds on September 1, 2015.

² Includes legal fees, trustee fees, printing costs, underwriter's discount, and other miscellaneous expenses.

³ Total Bond proceeds deposited include the Original Issue Premium and exclude the Original Issue Discount.

C. CITY-HELD FUNDS

Special Taxes collected are held by the City prior to being transferred to the Special Tax Fund held by the Fiscal Agent. The balance of the CFD No. 2004-3 City-held funds that are not required to fund items pursuant to and as further described in the CFD No. 2004-3 Bond Indenture ("Indenture") established in connection with the issuance of the Refunding Bonds may be used to fund authorized facilities of CFD No. 2004-3. The following table provides a summary of the sources and uses of the CFD No. 2004-3 special tax funds held at the City for fiscal year ended June 30, 2020.

City-Held Funds

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020¹	\$222,596.63
<i>Sources of Funds</i>	
Special Tax Receipts ²	\$583,175.43
Special Tax Prepayments	0.00
<i>Subtotal: Sources</i>	<i>\$583,175.43</i>
<i>Uses of Funds</i>	
Transfers to Special Tax Fund ³	(\$410,140.86)
Administrative Expenses	(39,189.35)
Miscellaneous Transfers (out) ⁴	(125,681.27)
<i>Subtotal: Uses</i>	<i>(\$575,011.48)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$230,760.58

¹ The beginning balance as of July 1, 2020 does not match the ending balance as of June 30, 2020 due to adjustments made after the end of the previous fiscal year.

² Includes Special Taxes and any delinquent amounts collected by the County and transferred to the City. Source: Imperial County Auditor-Controller's Office.

³ Represents funds needed to pay debt service on the Refunding Bonds.

⁴ Consists of City cost recovery fees and service fees.

D. COLLECTION OF SPECIAL TAXES

In accordance with the Indenture, all Special Taxes collected by the City shall be deposited in the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the Special Tax Fund for fiscal year ended June 30, 2021.

Special Tax Fund	
ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	\$0.00
<i>Sources of Funds</i>	
Special Tax Receipts	\$410,140.86
Interest Accrued	0.00
Miscellaneous Transfers (in)	0.00
<i>Subtotal: Sources</i>	<i>\$410,140.86</i>
<i>Uses of Funds</i>	
Transfers to Principal Account (Debt Service)	(\$209,747.52)
Transfers to Interest Account (Debt Service)	(200,393.31)
Transfers to Administrative Expense Account	0.00
Miscellaneous Transfers (out) ¹	(0.03)
<i>Subtotal: Uses</i>	<i>(\$410,140.86)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$0.00

¹ Consists of excess monies transferred into the Surplus Fund.

E. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The improvement funds established to pay for authorized facilities through the issuance of the 2005 Bonds and the 2006 Bonds (the “Prior Bonds Improvement Funds”) had a combined balance remaining of approximately \$749,128.17 at June 30, 2015. The remaining total balances in the Prior Bonds Improvement Funds were combined with other sources of funding and used to defease and fully refund the 2005 Bonds and the 2006 Bonds on September 1, 2015 and the funds were subsequently closed.

F. AUTHORIZED FACILITIES

The purpose of CFD No. 2004-3 is to provide for the cost of financing the acquisition and construction of certain public facilities within the City ("Facilities"). Descriptions of the authorized Facilities are as follows:

- City of Imperial Infrastructure including development impact fees
- Street Improvements
- Drainage
- Sewer and Water Facility Fees & Infrastructure
- School Facilities/Fees
- Public Park, Recreation or Open Space Facilities
- Landscaping of Public Streets, Right-of-Ways, Storm Drain Facilities, Slopes, Mitigation Monitoring and Appurtenant Facilities



CITY OF IMPERIAL
COMMUNITY FACILITIES DISTRICT NO. 2004-2
(MAYFIELD)

**LOCAL AGENCY SPECIAL TAX AND BOND
ACCOUNTABILITY ACT COMPLIANCE (SB 165)
FISCAL YEAR ENDED JUNE 30, 2021**

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A. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), the Local Agency Special Tax and Bond Accountability Act Compliance (the "Report") must be filed annually by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/21.

B. BOND PROCEEDS

Community Facilities District No. 2004-2 (Mayfield) ("CFD No. 2004-2") of the City of Imperial ("City") issued 2007 Special Tax Bonds ("Bonds") on September 6, 2007 in the aggregate principal amount of \$5,075,000. Proceeds of the Bonds were used to finance the construction of certain public facilities within CFD No. 2004-2. A portion of the proceeds of the Bonds were deposited into an escrow fund ("Escrowed Term Bonds") and were planned to be released to finance certain public facilities within CFD 2004-2 and to increase the balance in the Reserve Fund when and if certain release tests set forth in the Fiscal Agent Agreement ("FAA") were satisfied. The table below summarizes the application of the Bond proceeds:

Bond Proceeds	
FUND/ACCOUNT/SUBACCOUNT	BOND PROCEEDS
Improvement Fund	\$1,735,446.59
Capitalized Interest Account of the Bond Fund ¹	141,442.78
Escrowed Bonds Fund	2,380,000.00
Redemption Fund ²	278,063.33
Reserve Fund	194,390.00
Costs of Issuance Fund ³	320,662.50
TOTAL⁴	\$5,050,005.20

¹ Consists of monies sufficient to pay interest on the non-escrowed portion of the Bonds through September 1, 2008.

² Consists of monies sufficient to pay interest on the Escrowed Term Bonds through September 1, 2009.

³ Includes legal fees, trustee fees, printing costs, underwriter's discount, and other miscellaneous expenses.

⁴ Total Bond proceeds deposited exclude the Original Issue Discount.

C. CITY-HELD FUNDS

Special Taxes collected are held by the City prior to being transferred to the Bond Fund held by the Fiscal Agent. The balance of the CFD No. 2004-2 City-held funds that are not required to fund items pursuant to and as further described in the CFD No. 2004-2 FAA may be used to fund authorized facilities of CFD No. 2004-2. The following table provides a summary of the sources and uses of the CFD No. 2004-2 special tax funds held at the City for fiscal year ended June 30, 2021.

City-Held Funds¹

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	(\$331,194.67)
<u>Sources of Funds</u>	
Special Tax Receipts ²	\$235,509.53
<i>Subtotal: Sources</i>	\$235,509.53
<u>Uses of Funds</u>	
Transfers to Bond Fund ³	(\$182,593.92)
Administrative Expenses	(32,786.24)
Miscellaneous Transfers (out) ⁴	(32,000.00)
<i>Subtotal: Uses</i>	(\$247,380.16)
ENDING BALANCE AS OF JUNE 30, 2021	(\$343,065.30)

¹ The City currently comingles funds for Improvement Area No. 1 ("IA-1") and Improvement Area No. 2 ("IA-2"). The Bonds are only secured by special taxes levied within IA-1. Special tax receipts, administrative expenses, and City cost recovery fees shown in the table above include both IA-1 and IA-2.

² Includes Special Taxes and any delinquent amounts collected by the County and transferred to the City. Source: Imperial County Auditor-Controller's Office.

³ Represents funds needed to pay debt service on the Bonds.

⁴ Consists of City cost recovery fees.

D. COLLECTION OF SPECIAL TAXES

In accordance with the FAA, all Special Taxes collected by the City shall be deposited in the Bond Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the Bond Fund for fiscal year ended June 30, 2021.

Bond Fund	
ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	\$1,342.58
<i><u>Sources of Funds</u></i>	
Special Tax Receipts	\$182,593.92
Interest Accrued	0.45
Miscellaneous Transfers (in) ¹	293.72
<i>Subtotal: Sources</i>	<i>\$182,888.09</i>
<i><u>Uses of Funds</u></i>	
Transfers to Interest Account (Debt Service)	(\$114,212.50)
Transfers to Principal Account (Debt Service)	(70,000.00)
Transfers to Administrative Expense Account	0.00
Miscellaneous Transfers (out)	0.00
<i>Subtotal: Uses</i>	<i>(\$184,212.50)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$18.17

¹ Consists of excess funds transferred into the Bond Fund from the Reserve Fund.

E. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The FAA established an Improvement Fund of which proceeds from the Bonds shall be deposited and disbursed for the costs of the authorized facilities. The following table shows the initial Bond proceeds deposited, interest accrued, transfers and expenditures made to fund the Facilities within the Improvement Fund from bond inception through March 1, 2010 when the Improvement Fund was closed.

ITEM	BALANCE
<u>Sources of Funds</u>	
Initial Bond Proceeds Deposited	\$1,735,446.59
Interest Accrued	51.76
Miscellaneous Transfers In ¹	7,872.99
<i>Total Sources</i>	<i>\$1,743,371.34</i>
<u>Expenditures</u>	
Facilities	(\$1,735,446.59)
Miscellaneous Transfers Out ²	(7,924.75)
<i>Total Expenditures</i>	<i>(\$1,743,371.34)</i>
Ending Balance as of March 1, 2010	\$0.00

¹ Represents excess costs of issuance and reserve funds transferred into the Improvement as instructed within the Fiscal Agent Agreement for the Bonds.

² The remaining funds within the Improvement Fund were transferred to the Bond Fund on March 1, 2010 and the Improvement Fund was closed.

F. AUTHORIZED FACILITIES

The purpose of CFD No. 2004-2 is to provide for the cost of financing the acquisition and construction of certain public facilities within the City ("Facilities"). Descriptions of the authorized Facilities are as follows:

- City of Imperial Facilities
- Street Improvements
- Drainage
- Sewer and Water Facilities
- Facilities/Fees of the Imperial Irrigation District
- School Facilities/Fees of the Imperial Unified School District
- Public Park, Recreation or Open Space Facilities
- Landscaping of Public Streets, Right-of-Ways, Storm Drain Facilities, Slopes, Mitigation Monitoring and Appurtenant Facilities



CITY OF IMPERIAL
COMMUNITY FACILITIES DISTRICT NO. 2006-1
(MONTERREY PARK)

**LOCAL AGENCY SPECIAL TAX AND BOND
ACCOUNTABILITY ACT COMPLIANCE (SB 165)**
FISCAL YEAR ENDED JUNE 30, 2021

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A. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), the Local Agency Special Tax and Bond Accountability Act Compliance (the “Report”) must be filed annually by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/21.

B. BOND PROCEEDS

Community Facilities District No. 2006-1 (Monterrey Park) ("CFD No. 2006-1") of the City of Imperial ("City") issued Special Tax Refunding Bonds, Series 2016A ("Refunding Bonds") on September 15, 2016 in the aggregate principal amount of \$7,370,000. A portion of the proceeds of the Refunding Bonds, together with certain existing funds on hand, were used to defease and refund the City's 2007 Special Tax Bonds, Series A ("2007 Bonds"). Approximately \$611,890.76 remaining in the funds and accounts established in connection with the 2007 Bonds was transferred to the Escrow Fund for the Refunding Bonds to redeem the 2007 Bonds. The table below summarizes the application of the Refunding Bond proceeds:

Refunding Bond Proceeds

FUND/ACCOUNT/SUBACCOUNT	BOND PROCEEDS
Escrow Fund to Redeem 2007 Bonds ¹	\$7,079,652.36
Reserve Account of the Special Tax Fund	618,948.64
Costs of Issuance Fund ²	189,517.21
TOTAL³	\$7,888,118.21

¹ Monies deposited into the Escrow Fund were used to redeem the 2007 Bonds on March 1, 2017.

² Includes legal fees, trustee fees, printing costs, underwriter's discount, and other miscellaneous expenses.

³ Total Bond proceeds deposited include the Original Issue Premium and exclude the Original Issue Discount.

C. CITY-HELD FUNDS

Special Taxes collected are held by the City prior to being transferred to the Special Tax Fund held by the Fiscal Agent. The balance of the CFD No. 2006-1 City-held funds that are not required to fund items pursuant to and as further described in the CFD No. 2006-1 Bond Indenture ("Indenture") established in connection with the issuance of the Refunding Bonds may be used to fund authorized facilities of CFD No. 2006-1. The following table provides a summary of the sources and uses of the CFD No. 2006-1 special tax funds held at the City for fiscal year ended June 30, 2021.

City-Held Funds¹

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020 ²	\$152,973.33
<i>Sources of Funds</i>	
Special Tax Receipts ³	\$605,268.45
Special Tax Prepayments	0.00
<i>Subtotal: Sources</i>	<i>\$605,268.45</i>
<i>Uses of Funds</i>	
Transfers to Special Tax Fund ⁴	(\$389,086.94)
Administrative Expenses	(14,350.80)
Miscellaneous Transfers (out) ⁵	(139,331.15)
<i>Subtotal: Uses</i>	<i>(\$542,768.89)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$215,472.89

¹ The City currently comingles funds for Improvement Area No. 1 ("IA-1") and Improvement Area No. 2 ("IA-2"). The Bonds are only secured by special taxes levied within IA-1. Special tax receipts, administrative expenses, and City cost recovery fees shown in the table above include both IA-1 and IA-2.

² The beginning balance as of July 1, 2020 does not match the ending balance as of June 30, 2020 due to adjustments made after the end of the previous fiscal year.

³ Includes Special Taxes and any delinquent amounts collected by the County and transferred to the City. Source: Imperial County Auditor-Controller's Office.

⁴ Represents funds needed to pay debt service on the Refunding Bonds.

⁵ Consists of City cost recovery fees, service fees, and developer reimbursements.

D. COLLECTION OF SPECIAL TAXES

In accordance with the Indenture, all Special Taxes collected by the City shall be deposited in the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the Special Tax Fund for fiscal year ended June 30, 2021.

Special Tax Fund	
ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	\$0.00
<i><u>Sources of Funds</u></i>	
Special Tax Receipts	\$389,086.94
Interest Accrued	0.00
Miscellaneous Transfers (in)	0.00
<i>Subtotal: Sources</i>	<i>\$389,086.94</i>
<i><u>Uses of Funds</u></i>	
Transfers to Principal Account (Debt Service)	(\$194,772.79)
Transfers to Interest Account (Debt Service)	(194,314.14)
Transfers to Administrative Expense Account	0.00
Miscellaneous Transfers (out)	0.00
<i>Subtotal: Uses</i>	<i>(\$389,086.93)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$0.01

E. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The improvement fund established to pay for authorized facilities through the issuance of the 2007 Bonds (the “2007 Improvement Fund”) had a balance remaining of approximately \$611,890.76 at June 30, 2016. The remaining total balance in the 2007 Improvement Fund was combined with other sources of funding and used to defease and fully refund the 2007 Bonds on March 1, 2017 and the fund was subsequently closed.

F. AUTHORIZED FACILITIES

The purpose of CFD No. 2006-1 is to provide for the cost of financing the acquisition and construction of certain public facilities within the City ("Facilities"). Descriptions of the authorized Facilities are as follows:

- City of Imperial Infrastructure
- Street Improvements
- Drainage
- Sewer and Water Facility Fees & Infrastructure
- Facilities/Fees of the Imperial Irrigation District
- School Facilities/Fees of the Imperial Unified School District
- Public Park, Recreation or Open Space Facilities
- Landscaping of Public Streets, Right-of-Ways, Storm Drain Facilities, Slopes, Mitigation Monitoring and Appurtenant Facilities



CITY OF IMPERIAL
COMMUNITY FACILITIES DISTRICT No. 2006-2
(SAVANNA RANCH)

**LOCAL AGENCY SPECIAL TAX AND BOND
ACCOUNTABILITY ACT COMPLIANCE (SB 165)
FISCAL YEAR ENDED JUNE 30, 2021**

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A. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), the Local Agency Special Tax and Bond Accountability Act Compliance (the "Report") must be filed annually by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/21.

B. BOND PROCEEDS

Community Facilities District No. 2006-2 (Savanna Ranch) ("CFD No. 2006-2") of the City of Imperial ("City") issued Special Tax Refunding Bonds, Series 2016A ("Refunding Bonds") on July 21, 2016 in the aggregate principal amount of \$4,915,000. A portion of the proceeds of the Refunding Bonds, together with certain existing funds on hand, were used to defease and refund the City's 2006 Special Tax Bonds ("2006 Bonds"). Approximately \$590,451.51 remaining in the funds and accounts established in connection with the 2006 Bonds was transferred to the Escrow Fund for the Refunding Bonds to redeem the 2006 Bonds. The table below summarizes the application of the Refunding Bond proceeds:

Refunding Bond Proceeds

FUND/ACCOUNT/SUBACCOUNT	BOND PROCEEDS
Escrow Fund to Redeem 2006 Bonds ¹	\$4,769,384.45
Reserve Account of the Special Tax Fund	402,647.72
Costs of Issuance Fund ²	201,109.49
TOTAL³	\$5,373,141.66

¹ Monies deposited into the Escrow Fund were used to redeem the 2006 Bonds on September 1, 2016.

² Includes legal fees, trustee fees, printing costs, underwriter's discount, and other miscellaneous expenses.

³ Total Bond proceeds deposited include the Original Issue Premium and exclude the Original Issue Discount.

C. CITY-HELD FUNDS

Special Taxes collected are held by the City prior to being transferred to the Special Tax Fund held by the Fiscal Agent. The balance of the CFD No. 2006-2 City-held funds that are not required to fund items pursuant to and as further described in the CFD No. 2006-2 Bond Indenture (“Indenture”) established in connection with the issuance of the Refunding Bonds may be used to fund authorized facilities of CFD No. 2006-2. The following table provides a summary of the sources and uses of the CFD No. 2006-2 special tax funds held at the City for fiscal year ended June 30, 2021.

City-Held Funds¹

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020²	\$703,857.65
<i>Sources of Funds</i>	
Special Tax Receipts ³	\$384,990.28
Special Tax Prepayments ⁴	14,339.00
<i>Subtotal: Sources</i>	<i>\$399,329.28</i>
<i>Uses of Funds</i>	
Transfers to Special Tax Fund ⁵	(\$266,164.51)
Administrative Expenses	(14,349.80)
Miscellaneous Transfers (out) ⁶	(210,522.29)
<i>Subtotal: Uses</i>	<i>(\$491,036.60)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$612,150.33

¹ The City currently comingles funds for Improvement Area No. 1 (“IA-1”) and Improvement Area No. 2 (“IA-2”). The Bonds are only secured by special taxes levied within IA-1. Special tax receipts, administrative expenses, and City cost recovery fees shown in the table above include both IA-1 and IA-2.

² The beginning balance as of July 1, 2020 does not match the ending balance as of June 30, 2020 due to adjustments made after the end of the previous fiscal year.

³ Includes Special Taxes and any delinquent amounts collected by the County and transferred to the City. Source: Imperial County Auditor-Controller’s Office.

⁴ Represents a property owner prepayment of special taxes to be used for a September 1, 2021 bond call.

⁵ Represents funds needed to pay debt service on the Refunding Bonds.

⁶ Consists of City cost recovery fees and service fees.

D. COLLECTION OF SPECIAL TAXES

In accordance with the Indenture, all Special Taxes collected by the City shall be deposited in the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the Special Tax Fund for fiscal year ended June 30, 2021.

Special Tax Fund	
ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	\$2,834.33
<i><u>Sources of Funds</u></i>	
Special Tax Receipts	\$266,164.51
Interest Accrued	0.11
Miscellaneous Transfers (in)	0.00
<i>Subtotal: Sources</i>	<i>\$266,164.62</i>
<i><u>Uses of Funds</u></i>	
Transfers to Principal Account (Debt Service)	(\$144,912.58)
Transfers to Interest Account (Debt Service)	(124,086.32)
Transfers to Administrative Expense Account	0.00
Miscellaneous Transfers (out)	0.00
<i>Subtotal: Uses</i>	<i>(\$268,998.90)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$0.05

E. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The improvement fund established to pay for authorized facilities through the issuance of the 2006 Bonds (the “2006 Improvement Fund”) had a balance remaining of approximately \$590,451.51 at June 30, 2016. The remaining total balance in the 2006 Improvement Fund was combined with other sources of funding and used to defease and fully refund the 2006 Bonds on September 1, 2016 and the fund was subsequently closed.

F. AUTHORIZED FACILITIES

The purpose of CFD No. 2006-2 is to provide for the cost of financing the acquisition and construction of certain public facilities within the City ("Facilities"). Descriptions of the authorized Facilities are as follows:

- City of Imperial Infrastructure
- Street Improvements
- Drainage
- Sewer and Water Facility Fees & Infrastructure
- Facilities/Fees of the Imperial Irrigation District
- School Facilities/Fees of the Imperial Unified School District
- Public Park, Recreation or Open Space Facilities
- Landscaping of Public Streets, Right-of-Ways, Storm Drain Facilities, Slopes, Mitigation Monitoring and Appurtenant Facilities



CITY OF IMPERIAL
COMMUNITY FACILITIES DISTRICT No. 2005-1
(SPRINGFIELD)

**LOCAL AGENCY SPECIAL TAX AND BOND
ACCOUNTABILITY ACT COMPLIANCE (SB 165)
FISCAL YEAR ENDED JUNE 30, 2021**

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A. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), the Local Agency Special Tax and Bond Accountability Act Compliance (the “Report”) must be filed annually by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/21.

B. BOND PROCEEDS

Community Facilities District No. 2005-1 (Springfield) ("CFD No. 2005-1") of the City of Imperial ("City") issued Special Tax Refunding Bonds, Series 2015A ("Refunding Bonds") on July 9, 2015 in the aggregate principal amount of \$5,480,000. A portion of the proceeds of the Refunding Bonds, together with certain existing funds on hand, were used to defease and refund the City's 2005 Special Tax Bonds, Series A ("2005 Bonds"). Approximately \$592,567.57 remaining in the funds and accounts established in connection with the 2005 Bonds was transferred to the Escrow Fund for the Refunding Bonds to redeem the 2005 Bonds. The table below summarizes the application of the Refunding Bond proceeds:

Refunding Bond Proceeds

FUND/ACCOUNT/SUBACCOUNT	BOND PROCEEDS
Escrow Fund to Redeem 2005 Bonds ¹	\$5,556,407.50
Reserve Account of the Special Tax Fund	410,300.00
Costs of Issuance Fund ²	183,976.12
TOTAL³	\$6,150,683.62

¹ Monies deposited into the Escrow Fund were used to redeem the 2005 Bonds on September 1, 2015.

² Includes legal fees, trustee fees, printing costs, underwriter's discount, and other miscellaneous expenses.

³ Total Bond proceeds deposited include the Original Issue Premium and exclude the Original Issue Discount.

C. CITY-HELD FUNDS

Special Taxes collected are held by the City prior to being transferred to the Special Tax Fund held by the Fiscal Agent. The balance of the CFD No. 2005-1 City-held funds that are not required to fund items pursuant to and as further described in the CFD No. 2005-1 Bond Indenture ("Indenture") established in connection with the issuance of the Refunding Bonds may be used to fund authorized facilities of CFD No. 2005-1. The following table provides a summary of the sources and uses of the CFD No. 2005-1 special tax funds held at the City for fiscal year ended June 30, 2021.

City-Held Funds

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020¹	\$738,749.88
<i>Sources of Funds</i>	
Special Tax Receipts ²	\$490,295.88
<i>Subtotal: Sources</i>	<i>\$490,295.88</i>
<i>Uses of Funds</i>	
Transfers to Special Tax Fund ³	(\$395,846.08)
Administrative Expenses	(13,146.26)
Miscellaneous Transfers (out) ⁴	(83,811.34)
<i>Subtotal: Uses</i>	<i>(\$492,803.68)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$736,242.08

¹ The beginning balance as of July 1, 2020 does not match the ending balance as of June 30, 2020 due to adjustments made after the end of the previous fiscal year.

² Includes Special Taxes and any delinquent amounts collected by the County and transferred to the City. Source: Imperial County Auditor-Controller's Office.

³ Represents funds needed to pay debt service on the Refunding Bonds.

⁴ Consists of City cost recovery fees and service fees.

D. COLLECTION OF SPECIAL TAXES

In accordance with the Indenture, all Special Taxes collected by the City shall be deposited in the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the Special Tax Fund for fiscal year ended June 30, 2021.

Special Tax Fund	
ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	\$0.00
<i>Sources of Funds</i>	
Special Tax Receipts	\$395,846.08
Interest Accrued	0.00
Miscellaneous Transfers (in)	0.00
<i>Subtotal: Sources</i>	<i>\$395,846.08</i>
<i>Uses of Funds</i>	
Transfers to Principal Account (Debt Service)	(\$194,753.83)
Transfers to Interest Account (Debt Service)	(201,092.23)
Transfers to Administrative Expense Account	0.00
Miscellaneous Transfers (out) ¹	(0.02)
<i>Subtotal: Uses</i>	<i>(\$395,846.08)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$0.00

¹ Consists of excess monies transferred to the Surplus Fund.

E. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The improvement fund established to pay for authorized facilities through the issuance of the 2005 Bonds (the "2005 Improvement Fund") had a balance remaining of approximately \$592,567.57 at June 30, 2015. The remaining total balance in the 2005 Improvement Fund was combined with other sources of funding and used to defease and fully refund the 2005 Bonds on September 1, 2015 and the fund was subsequently closed.

F. AUTHORIZED FACILITIES

The purpose of CFD No. 2005-1 is to provide for the cost of financing the acquisition and construction of certain public facilities within the City ("Facilities"). Descriptions of the authorized Facilities are as follows:

- City of Imperial Infrastructure
- Street Improvements
- Drainage
- Sewer and Water Facility Fees & Infrastructure
- Facilities/Fees of the Imperial Irrigation District
- School Facilities/Fees of the Imperial Unified School District
- Public Park, Recreation or Open Space Facilities
- Landscaping of Public Streets, Right-of-Ways, Storm Drain Facilities, Slopes, Mitigation Monitoring and Appurtenant Facilities



CITY OF IMPERIAL
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(VICTORIA RANCH)

**LOCAL AGENCY SPECIAL TAX AND BOND
ACCOUNTABILITY ACT COMPLIANCE (SB 165)**
FISCAL YEAR ENDED JUNE 30, 2021

KOPPEL & GRUBER
PUBLIC FINANCE

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SAN MARCOS
CALIFORNIA 92078

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F. 760.510.0288

City of Imperial

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Laura Gutierrez, Administrative Services Director
420 South Imperial Avenue
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Bond Counsel

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Stradling Yocca Carlson & Rauth, a Professional Corporation
660 Newport Center Drive, Suite 1600
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Fiscal Agent

Grace Yang, Vice President
Wells Fargo Bank, N.A.
333 South Grand Avenue, 5th Floor Suite 5A
MAC: E2064-05A
Los Angeles, CA 90071
T. 213.253.7547
F. 213.253.7598

Special Tax Administrator

Scott Koppel/Kara Meverden
Koppel & Gruber Public Finance
334 Via Vera Cruz, Suite 256
San Marcos, CA 92078
T. 760.510.0290
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A. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), the Local Agency Special Tax and Bond Accountability Act Compliance (the “Report”) must be filed annually by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/21.

B. BOND PROCEEDS

Community Facilities District No. 2004-1 (Victoria Ranch) ("CFD No. 2004-1") of the City of Imperial ("City") issued Special Tax Refunding Bonds, Series 2015A ("Refunding Bonds") on July 15, 2015 in the aggregate principal amount of \$5,465,000. A portion of the proceeds of the Refunding Bonds, together with certain existing funds on hand, were used to defease and refund the City's 2005 Special Tax Bonds, Series A ("2005 Bonds"). Approximately \$1,195,310.62 remaining in the funds and accounts established in connection with the 2005 Bonds was transferred to the Escrow Fund to redeem the 2005 Bonds. The table below summarizes the application of the Refunding Bond proceeds:

Refunding Bond Proceeds

FUND/ACCOUNT/SUB-ACCOUNT	REFUNDING BOND PROCEEDS
Escrow Fund to Redeem 2005 Bonds ¹	\$4,888,273.13
Reserve Fund	402,281.26
Costs of Issuance Fund	180,034.71
TOTAL²	\$5,470,589.10

¹ Monies deposited into the Escrow Fund were used to redeem the 2005 Bonds on September 1, 2015.

² Total Refunding Bond proceeds deposited include the Original Issue Premium and exclude the Underwriter's Discount.

C. CITY-HELD FUNDS

Special Taxes collected are held by the City prior to being transferred to the Special Tax Fund held by the Fiscal Agent. The balance of the CFD No. 2004-1 City-held funds that are not required to fund items pursuant to and as further described in the CFD No. 2004-1 Bond Indenture (“Indenture”) established in connection with the issuance of the Refunding Bonds may be used to fund authorized facilities of the CFD. The following table provides a summary of the sources and uses of the CFD No. 2004-1 special tax funds held at the City for fiscal year ended June 30, 2021.

City-Held Funds

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020¹	\$544,585.26
<i>Sources of Funds</i>	
Special Tax Receipts ²	\$575,034.39
Special Tax Prepayments	321,323.00
<i>Subtotal: Sources</i>	<i>\$896,357.39</i>
<i>Uses of Funds</i>	
Transfers to Special Tax Fund ³	(\$427,140.80)
Administrative Expenses	(15,222.92)
Miscellaneous Transfers (out) ⁴	(195,051.26)
<i>Subtotal: Uses</i>	<i>(\$637,414.98)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$803,527.67

¹ The beginning balance as of July 1, 2020 does not match the ending balance as of June 30, 2020 due to adjustments made after the end of the previous fiscal year.

² Includes Special Taxes and any delinquent amounts collected by the County and transferred to the City.

³ Represents the collection of funds needed to pay debt service on the Refunding Bonds, service area costs, administrative expenses, and funds received from property owners for special tax prepayments, which were used to conduct a bond call on September 1, 2021.

⁴ Consists of City cost recovery fees, services fees, and a refund made to a property owner for overpayment of a special tax prepayment.

D. COLLECTION OF SPECIAL TAXES

In accordance with the Indenture, all Special Taxes collected by the City shall be deposited in the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the Special Tax Fund for fiscal year ended June 30, 2021.

Special Tax Fund	
ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2020	\$0.00
<i>Sources of Funds</i>	
Special Tax Receipts	\$395,962.80
Interest Accrued	0.00
Miscellaneous Transfers (in) ¹	31,178.00
<i>Subtotal: Sources</i>	<i>\$427,140.80</i>
<i>Uses of Funds</i>	
Transfers to Bond Fund (Debt Service)	(\$395,962.78)
Transfers to Administrative Expense Account	0.00
Miscellaneous Transfers (out) ²	(0.02)
<i>Subtotal: Uses</i>	<i>(\$395,962.80)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$31,178.00

¹ Consists of property owner special tax prepayments to be used for a bond call scheduled on September 1, 2021.

² Consists of excess funds transferred to the Surplus Fund.

E. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The improvement fund established for the 2005 Bonds to pay for authorized facilities (the “2005 Improvement Fund”) had a balance remaining of approximately \$1,195,310.62 at June 30, 2015. The remaining total balance in the 2005 Improvement Fund was combined with other sources of funding and used to defease and fully refund the 2005 Bonds on September 1, 2015 and the fund was subsequently closed.

F. AUTHORIZED FACILITIES

The purpose of CFD No. 2004-1 is to provide for the cost of financing the acquisition and construction of certain public facilities within the City ("Facilities"). Descriptions of the authorized Facilities are as follows:

- City of Imperial Infrastructure including Development Impact Fees
- Drainage
- Sewer and Water Facility Fees & Infrastructure
- Public Park, Recreation or Open Space Facilities
- Landscaping of Public Streets, Right-of-Ways, Storm Drain Facilities, Slopes, Mitigation Monitoring and Appurtenant Facilities

DATE SUBMITTED 12/29/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 1/05/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ZENCITY COMMUNITY ENGAGEMENT SOFTWARE

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND ZENCITY, INC. FOR THE TERM OF THREE YEARS AND THE ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS IN THE AMOUNT OF \$45,000.00.

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

ZenCity, Inc. is a public engagement software that allows cities to plan, strategize, budget and measure impact across every department within the City with real-time access to resident input. Zencity enables you to hear from each of your residents, beyond the engaged, vocal same ten people (STP). Using AI and expert analysts, Zencity sifts through the noise so you can easily understand and address the needs and priorities of all of your community members around any civic-related topic. ZenCity pulls and provides analysis to the City allowing for data driven governance.

FISCAL IMPACT: \$45,000 (\$15,000 over three-year term)
 AMERICAN RESCUE PLAN MONIES

ADMIN SERV
INITIALS dep

STAFF RECOMMENDATION: It is staff's recommendation to approve the agreement and allocation of ARPA monies for ZenCity allowing increased citizen engagement, improvement in governance, and building community trust through data collection.

DEPT. INITIALS ab

MANAGER'S RECOMMENDATION:
approve

CITY
MANAGER'S
INITIALS o7an

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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



ZENCITY ORDER FORM

Order form #: 112614

Order form prepared for: City of Imperial, CA

Order form expiration date: 10 January 2021

This Order Form ("Order Form") is entered into between the Zencity entity detailed below ("Zencity"), and the entity identified below ("Customer", and jointly with Zencity the "Parties")), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "T&Cs"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
Entity (legal) name:	Zencity Technologies US, Inc.
Full address:	1313 N Market St, Suite 5100 Wilmington, DE 19801
Contact:	Evan Sampleton
Phone:	512-731-5026
Email:	evan@zencity.io

CUSTOMER	
Entity (legal) name:	City of Imperial, CA
Full address:	420 S Imperial Ave, Imperial, CA 92251
Contact:	Alexis L. Brown
Phone:	760-355-1153
Email:	abrown@cityofimperial.org

RECURRING FEES					
SKU	Product Description	Unit Price	QTY (units)	Initial Term Discount	Net Price
ZC-CORE	Zencity core SaaS platform allowing state and local governments to better understand and engage with their residents, for cities with up to 20,000 residents, including: - Full integration with all data sources provided by Zencity - data ingestion and support and additional languages (e.g. Spanish) - User credentials for up to 10 city users 10 annual Zencity Insight reports - Setup of unlimited Zencity Projects	\$24,000	3 years	37.5%	\$15,000
ZC-Temp	Zencity's Temperature Check solutions for surveying communities	\$3,750	2 per year	100%	NIL
Total Gross List Price					\$94,500
Total Initial Term Discounts					\$(49,500)
Total Fees					\$45,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
Effective Date:	January 1, 2022
Initial Term:	36 months, commencing on the Effective Date.
Fees:	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
Payment Terms:	The Fees shall be payable for the entire Initial Term in advance and due within 30 days of the Effective Date and on each annual anniversary thereof.
Customer Billing Contact:	Name: Phone: Email:
Customer PO # (if applicable):	

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

ZENCITY

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix A
Zencity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.
4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving

Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA AND MATERIALS LICENSE.

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. FEES.

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. TERM & TERMINATION

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term.
- 7.3. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition

ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR")) or any parallel term in the jurisdiction in which the Licensed Program is being used.

- 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
- 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.

DATE SUBMITTED 12/28/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 01/05/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: IMPERIAL CITY COUNCIL COMMITTEE APPOINTMENTS

1. APPOINTMENT OF PRIMARY REPRESENTATIVE(S) AND ALTERNATE TO COMMITTEE'S AND COMMISSIONS BY MAYOR DALE FOR CALENDAR YEAR 2022
2. SELECTION OF CHAIRMAN TO SUCCESSOR AGENCY
3. SELECTION OF VICE CHAIRMAN TO SUCCESSOR AGENCY

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

Whereas the City of Imperial City Council has reorganized for the calendar year 2022. As such, the Mayor of Imperial, Geoff Dale, is requested to appoint members of the reorganized City Council as liaisons, and/or representatives to various boards and commissions throughout the region and State. Please see the attached list for review and recommendation.

FISCAL IMPACT: To be determined

ADMIN SERV
INITIALS

DP

STAFF RECOMMENDATION: It is staff's recommendation that the Mayor appoint primary and alternate representatives to the various boards and commissions presented to further collaborate with regional and state agencies for the betterment of the City of Imperial.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION: Agrees with Staff's recommendation

CITY
MANAGER'S
INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Imperial City Council Appointments

Summary

Below you will find a summary explanation of the annual appointments made by the Mayor to internal committees and regional Boards and Commissions. The Mayor can appoint him or herself as one of the two primary members for any of the below committees. The second primary and alternate are preferred to be an elected member of the City Council. If an alternate of the City Council is not available, a member of the Planning Commission or Management Staff can serve in the capacity. Please note, requests for appointments to commissions or committees may arise throughout the year. Those appointments will be added to the list for Council's consideration following the reorganization.

City of Imperial Liaisons

Personnel Committee – 2 Primary & 1 Alternate

The Personnel Committee operates in accordance with the policies and procedures set forth by the City's Collective Bargaining Units and the Unrepresented. The Personnel Committee serves as the final review board in discipline proceedings. A Personnel Committee shall consist of less than a quorum (2 members) of the elected body.

Meetings occur on an as needed basis.

CURRENT APPOINTMENTS: DALE & AMPARANO

AD Hoc Committee – 2 Primary & 1 Alternate

The Ad Hoc Committee is comprised of less than a quorum (2 members) of the City Council and will provide support and participation as needed on specific items facing the City. Historically, the Ad Hoc has consisted of the Mayor and Mayor Pro Tem. It is recommended that one alternate of the City Council be appointed in the event the Mayor and/or Mayor Pro Tem are unable to participate on a specific issue, or should a conflict of interest for one arise.

Meetings occur on an as needed basis.

CURRENT APPOINTMENTS: EUGENIO & DALE

Friends of Imperial Parks – 1 Primary & 1 Alternate

In 2021 the City of Imperial established a non-profit 501©3 Friends of Imperial Parks. In an effort to align to organizations initiatives with the City Council's priorities, it is requested that one member, and one alternate, of the City Council be appointed to a non-voting seat of the Board of Directors.

Meetings occur on the Third Tuesday of each month at 5:30 PM.

CURRENT APPOINTMENT: EUGENIO

Imperial Arts District Committee – 1 Primary & 1 Alternate

In 2015, the Imperial City Council voted to establish an Arts District in Downtown Imperial. The boundaries of the District include Imperial Avenue between 6th and 10th Street, and Barioni Blvd. between G and M Streets. In 2021, the City established the Imperial Arts District Advisory Committee consisting of representatives from several businesses located within the boundaries, two members of the City Council (1 primary and 1 alternate), and two members of the Planning Commission. The Advisory Committee is responsible for identifying standards and the selection of art initiatives within their specific jurisdiction.

Meetings occur quarterly, but may be more frequent depending on current initiatives.

CURRENT APPOINTMENTS: EUGENIO & DALE

Regional Liaisons Appointments

Airport Advisory Committee – 1 Primary & 1 Alternate

The Airport Advisory Committee purpose is to serve in an advisory to enhance the airport and provide opportunities for involvement by individuals with aviation and business knowledge and experience.

Meetings occur on an as needed basis.

CURRENT APPOINTMENTS: DALE (NO ALTERNATE CURRENTLY APPOINTED)

Airport Land Use Commission – 1 Primary & 1 Alternate

The Airport Land Use Commission (ALUC) is empowered to review and make determinations for the use of land within an airport's "sphere of influence", assure safety of air navigation, promote air commerce, and conduct public hearings regarding any proposed development within their responsibility.

Meetings occur on the third Wednesday of each month at 6:00 PM.

CURRENT APPOINTMENT: CHAIRMAN HAMMERNESS (No alternate currently appointed)

Centinela Citizen Advisory Committee – 1 Primary & 1 Alternate

The Centinela State Prison has a Citizen's Advisory Committee that is made up on community members throughout the region. These members are appointed by the local jurisdiction governing bodies. The goal of the advisory group is to strengthen the institutions local partnerships and gather feedback on policies and legislation that may affect local government. It is preferred that a representative with a law enforcement background be appointed as the primary or alternate

Meetings occur on an as needed basis

CURRENT APPOINTMENTS: TUCKER & CAPT. SHEFFIELD

California Joint Powers Authority Board of Directors – 1 Primary & 1 Alternate

The Board of Directors, the governing body of the California JPIA, consists of one elected official appointed by each of 123 member agencies, including 98 cities, 18 joint powers authorities, and seven special districts. The Board of Directors role is to review the annual reports, strategic plan and ensure objectives of the authority are met.

It is expected that the representative appointed by the City Council attend up to two annual board meetings each calendar year.

CURRENT APPOINTMENT: EUGENIO & BROWN

Imperial Valley Regional Chamber of Commerce – 1 Primary & 1 Alternate

The Imperial Valley Regional Chamber of Commerce will be dedicated to serving Imperial Valley businesses and promoting community prosperity through advocacy, economic development, connectivity, and business education. A primary and alternate representative as asked to be appointed as a non-voting member to the IVRCC Board of Directors.

Next Meeting is January 12, 2022.

CURRENT APPOINTMENTS: NONE

Imperial County Transportation Commission – 1 Primary & 1 Alternate

The ICTC Board is currently composed of ten voting members and one non-voting member consisting of two members of the Imperial County Board of Supervisors; one member from each incorporated city (seven) within Imperial County who shall be the mayor of the city or a member of its city council; one member of the Board of Directors of the Imperial Irrigation District; and, one non-voting member appointed by the Governor representing the California Department of Transportation (Caltrans).

Monthly Commission meetings provide the public forum for discussion and collaborative decision-making on significant issues of regional transportation and mobility.

Meetings are regularly held on the fourth Wednesday of each month at the County Board Chambers, 940 W. Main St. in El Centro at 6 p.m.

CURRENT APPOINTMENTS: AMPARANO (CHAIRMAN OF COMMISSION) AND TUCKER

DATE SUBMITTED 12/29/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 01/05/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: RESOLUTION OPPOSING FEDERAL, STATE AND LOCAL MANDATES RELATED TO COVID19

1. ADOPTION OF RESOLUTION NO. 2022-1 OPPOSING FEDERAL, STATE AND LOCAL MANDATES AND IN FAVOR OF INDIVIDUAL CHOICE

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE/CITY ATTORNEY

BACKGROUND/SUMMARY:

At the direction of Mayor Dale, the City of Imperial has drafted and proposes the adoption of Resolution No. 2022-1, opposing the Federal, State, and Local Mandates relating to COVID-19. Whereas the City of Imperial City Council finds that the confusion resulting from the ever-changing rules, inconsistent requirements, and inconsistent implementation of federal, state, and local mandates in response to the COVID-19 pandemic, including mandating the use of masks, vaccines, and quarantines, has made these mandates unworkable and unenforceable, and urges its citizens to continue to make appropriate healthcare decisions in consultation with their chosen medical providers for themselves, their families, and our community.

FISCAL IMPACT: To be determined

ADMIN SERV
INITIALS

DP

STAFF RECOMMENDATION: It is staff's recommendation to review and consider the proposed resolution for adoption promoting an individual's choice in response to the COVID-19 pandemic.

DEPT. INITIALS

ab

MANAGER'S RECOMMENDATION:

*concur with
staff recommendation*

CITY
MANAGER'S
INITIALS

OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

RESOLUTION NO. 2022-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL OPPOSING FEDERAL, STATE, AND LOCAL MANDATES AND IN FAVOR OF INDIVIDUAL CHOICE

WHEREAS, the City Council (“City Council”) for the City of Imperial (“City”) firmly supports the rule of law and respects the authority of federal, state, and local authorities to address matters of public health;

WHEREAS, the City Council nevertheless believes that federal, state, and local mandates in response to the COVID-19 pandemic, including mandating the use of masks, vaccines, and quarantines, has been inconsistent, has caused confusion for its citizens, and intrudes on its citizens’ personal autonomy;

WHEREAS, the City Council notes that the exemptions contained in the various mandates and guidance documents issued by the federal, state, and local governments make it nearly impossible to determine whether a citizen is in compliance with the array of mandates without intruding upon that citizen’s private, personal information;

WHEREAS, the City Council believes that criminalizing the behavior of its citizens in the limited circumstances found in the City is counterproductive and serves only to alienate the very population the City is sworn to protect and serve;

WHEREAS, the City Council has faith in its citizens and their ability to make appropriate healthcare decisions, in consultation with their chosen medical providers, for themselves, their families, and our community; and

WHEREAS, an example of the confusing and conflicting mandates issued by federal, state, and local governments is the current masking mandates. The federal Centers for Disease Control and Prevention issued guidance that does not include a universal mask mandate and provides recommendations and exemptions based on people’s individual circumstances. The State of California Department of Public Health (“CDPH”) has issued a “universal” mandate requiring masking indoors statewide from December 15, 2021, through January 15, 2022. However, there are numerous exemptions to the CDPH mandate, including an unwritten exemption applicable to certain counties with existing mask mandates. Further, on August 17, 2021, the County of Imperial issued a mandatory mask mandate requiring all residents and visitors to wear a mask in indoor settings. On October 28, 2021, the County of Imperial amended this mandate to only require unvaccinated residents and visitors of the County to wear a mask in indoor public settings and businesses. On December 15, 2021, the County of Imperial amended the mandate for the third time in four months to again require all residents and visitors to wear a mask in indoor settings. This third amendment was made despite the County of Imperial having an existing mask mandate in place and apparently qualifying for an exemption to the CDPH mandate for similar reasons as other counties with similar circumstances.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council finds that the confusion resulting from the ever-changing rules, inconsistent requirements, and inconsistent implementation of federal, state, and local mandates in response to the COVID-19 pandemic, including mandating the use of masks, vaccines, and quarantines, has made these mandates unworkable and unenforceable, and urges its citizens to continue to make appropriate healthcare decisions in consultation with their chosen medical providers for themselves, their families, and our community.
3. The City Council believes that its limited resources should be directed to educating and informing its citizens to act in accordance with the guidance and best practices and medical advice received in consultation with their chosen medical providers.
4. The City Council finds that all of its citizens, as well as those who work and recreate in the City, should be left to determine for themselves, based upon their individual circumstances and own medical history, whether to wear a mask or receive a vaccine, and should not have those decisions decided for them by a “one-size-fits-all” federal, state or local government mandate.
5. The City Council expresses is dissatisfaction with current federal, state and local mandates, to the extent such mandates intrude upon its citizens’ ability to make their own informed choices regarding their lives and their bodies. The City Council directs the City Manager to send a copy of this resolution to the Governor of the State of California, the State Public Health Officer, the Director of the State Department of Public Health, the County Executive Officer for the County of Imperial, and the Imperial County Local Health Officer.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 5th day of January, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk

DATE SUBMITTED DECEMBER 16, 2021
 SUBMITTED BY E HALLER
 DATE ACTION REQUIRED JANUARY 5, 2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: SUNRUNNERS CAR CLUB ANNUAL CARNE ASADA RUN CAR SHOW	
1. AUTHORIZATION OF SUNRUNNERS CAR CLUB TO HOST ITS ANNUAL CARNE ASADA RUN CAR SHOW AT EAGER PARK ON MARCH 19, 2022; 2. AUTHORIZATION OF PARTIAL STREET CLOSURES AFFECTING THE FOUR STREET INTERSECTIONS ADJACENT TO EAGER PARK.	
DEPARTMENT INVOLVED: COMMUNITY SVCS, PUBLIC SERVICES, PARKS, POLICE, FIRE, ADMIN SVCS	
BACKGROUND/SUMMARY: Sunrunners Car Club has submitted a special event application to host its Annual Carne Asada Run Car Show at Eager Park on Saturday, March 19, 2022. The event is scheduled to take place from 10:00 AM until 3:00 PM with set-up starting at 6:00 AM and clean-up to be completed by 5:00 PM. The car club has hosted its annual car show at Eager Park since 2013. It is requested to close the four street intersections at Eager Park which includes West 9th, West 10th, G and H Streets. The requested closure time for the streets along the perimeter of Eager Park is 6:00 AM until 4:00 PM. City of Imperial will provide barricades and staff to conduct street closure. City will track cost and Sunrunners Car Club has agreed to pay the cost associated with the street closure. Sunrunners Car Club has provided an Emergency Operational Plan for the event and a Certificate of Insurance naming the City of Imperial as additionally insured. The application has been reviewed and approved by the Special Events Committee. Attached is the special event application, site plan, certificate of liability insurance, and emergency operation plan.	
FISCAL IMPACT: There is no significant fiscal impact.	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: It is the department's recommendation to approve Sunrunners' Car Club to host its Annual Carne Asada Run Car Show at Eager Park on Saturday, March 19, 2022 from 10:00 AM until 3:00 PM and authorize the partial street closures at the intersections of "G" Street and 10 th Street, "H" Street and 10 th Street, "G" Street and 9 th Street, and "H" Street and 9 th Street.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:



City of Imperial

\$ _____ Application Fee

SPECIAL EVENT APPLICATION**PROPOSED SITE PLAN MUST BE INCLUDED WITH APPLICATION**

Event Location: <u>Eager Park Imperial CA</u>		
Event Name: <u>Come Asada Run Car Show</u>	Date(s) of Event (Days/Dates): <u>March 19th 2022</u>	
Set-Up Time: <u>6:00 Am to 10:00 Am</u>	Program Time: <u>10:00 Am to 3:00 pm</u>	Clean-Up Time: <u>3:00 pm to 6:00 pm</u>
Group/Organization: <u>Sunrunners Car Club of the Imperial Valley</u>		
Contact Person: <u>Michael Taylor</u>	Alternate Contact Person: <u>Oscar Pemberton</u>	
Address: <u>1770 King Rd</u>	Address: <u>489 Willard Ave</u>	
City & Zip Code: <u>Holtville 92250</u>	City & Zip Code: <u>Brawley 92227</u>	
Phone: <u>760 356-2173</u>	Cell Phone: <u>760 356-0627</u>	Phone: <u>—</u> Cell Phone: <u>760 427-6116</u>
Email Address: <u>mikeT5289@gmail.com</u>	Email address: <u>Pops49er@yahoo.com</u>	

Anticipated Total Event Attendance: 300

Event Description (Please describe purpose of event and activities):

Classic Car Show with music and announcerWhat Assistance is requested from the City? Placement of barricades for street closure. Placement of steel plate on curb. Use of park restrooms

Is event open to public? ☒ YES ☐ NO ☐ If Yes, please describe accessible toilets & hand wash stations: Park restrooms & portable restrooms w/ hand stations

Will admission fee be charged? ☐ YES ☒ NO ☐ If Yes, please provide fee amount charged: _____

Will food/beverages be sold? ☐ YES ☒ NO ☐ If Yes, will a temporary food facility permit be obtained? ☐ YES ☐ NO

Will alcohol be served? ☐ YES ☒ NO ☐ If Yes, will an ABC permit be obtained? ☐ YES ☐ NO

Will other items be sold? ☐ YES ☒ NO ☐ If Yes, number of vendors: _____ (Please attach list of all vendors)

Will security be provided? ☐ YES ☒ NO ☐ Will there be any sound amplification? ☒ YES ☐ NO

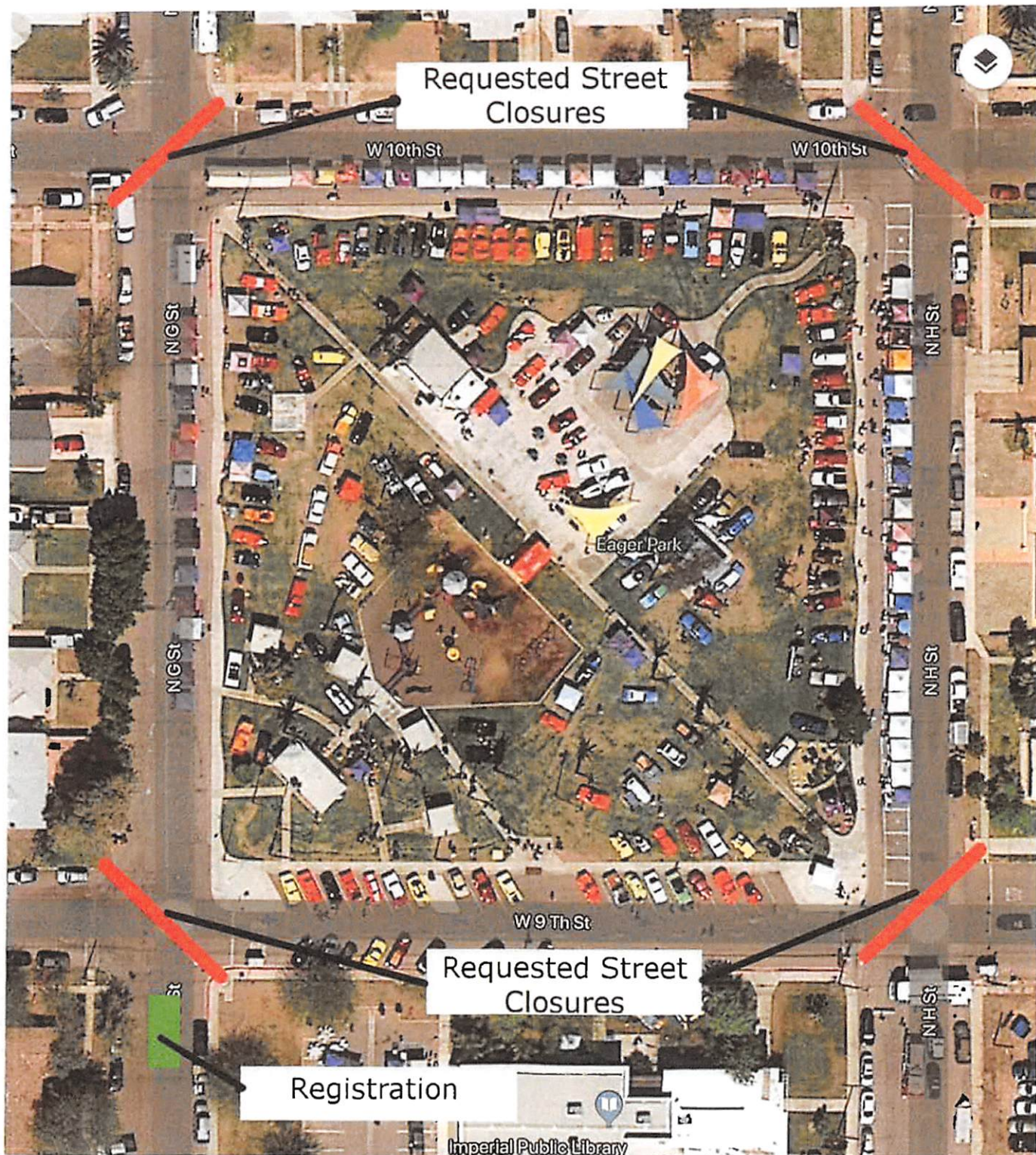
Describe parking/traffic plan: See event map

EVENT AGREEMENT

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

Signature of Applicant: Michael Taylor Date: 11-17-2021**FOR OFFICE USE ONLY**

Date Received/Initials:	Applicant Contacted:	SPECIAL EVENTS COMMITTEE
DOCUMENT CHECKLIST	ADDITIONAL REQUIREMENTS	Emailed to Committee <u>11-19-2021</u>
Site Map ☐ Rec'd ☐ N/A	Business License ☐ N/A ☐ Rec'd	COMMITTEE REVIEW DATE:
Insurance ☐ Rec'd ☐ N/A	Vendor List ☐ N/A ☐ Rec'd	Police <u>12-16-2021</u>
Property Approval ☐ Rec'd ☐ N/A	Health Permit ☐ N/A ☐ Rec'd	Fire <u>12-16-2021</u>
Fees Due ☐ Rec'd ☐ N/A	ABC License ☐ N/A ☐ Rec'd	Public Works <u>12-16-2021</u>
Receipt # _____	Security ☐ N/A ☐ Rec'd	Community Development <u>12-16-2021</u>
Notes:		Administrative Services <u>12-16-2021</u>
		Event Approved <u>12-16-2021</u>



Sunrunners Car Club 36th Annual Carne Asada Run

Event Map

Event Date: 3/19/2022

Location: Eager Park, Imperial CA



SANDIEG-27

JWARRINGTON

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/17/2021

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

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

PRODUCER J.C. Taylor Insurance 320 South 89th Street Upper Darby, PA 19082	CONTACT NAME: JTW PHONE (A/C, No, Ext): (800) 345-8290 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company, Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company, Ltd	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Sentinel Insurance Company, Ltd	11000														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED San Diego Association of Car Clubs c/o Nick Condos P.O. Box 601384 San Diego, CA 92160															

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		39SBAAE1518	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/PROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			39SBAAE1518	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Sunrunners Car Club of Imperial Valley
 35th Annual Carne Asada Run Car Show
 March 19, 2022
 LOC: Eager Park
 9th and G St.
 Imperial, CA 92251
 City of Imperial is listed as Additional Insured with respect to Liability.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF IMPERIAL 420 S Imperial Ave Imperial, CA 92251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Emergency Operational Plan
for the
Sunrunners Car Club of Imperial Valley
36th Annual Carne Asada Run Car Show
Event Date: 3/19/2022

Event Point of Contact

The point of contact for this event shall be:

Oscar Pemberton, Club President
Cell Phone: 760-427-6116

The alternate point of contact for this event shall be:

Michael Taylor
Cell Phone: 760-356-0627

Emergency Communication Plan

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

Emergency Evacuation Plan

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



**Emergency Evacuation Route
and shelter location**

On-site Police and Fire/Emergency Services

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

Agenda Item No. E-6

DATE SUBMITTED December 20, 2021
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED January 5, 2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: <u>spillman services</u> APPROVAL OF DISBURSEMENT OF FUNDS FOR SPILLMAN SERVICES (MOTOROLA SOLUTIONS) IN THE AMOUNT OF \$17,540.53	
DEPARTMENT INVOLVED: IT / POLICE DEPARTMENT.	
BACKGROUND/SUMMARY: On April 2006, The Imperial Police Department contracted the services of Spillman Technologies (Motorola Solutions) for a Records Management System (hosted by Imperial County Sheriff Office). As we prepare to pay the annual maintenance. We are asking for authorization to use the funds allocated in the current fiscal year budget to cover this service in the amount of \$17,540.53	
FISCAL IMPACT: NOT TO EXCEED Amount Allocated in the adopted budget FY 2021-2022 17,028.05 the remaining balance of 512.48 to be funded from IT savings.	FINANCE INITIALS <u>[Signature]</u>
STAFF RECOMMENDATION: After the review and consideration by the Department of Information Technology , it is recommended the City Council approve the use of funds allocated to pay these services.	DEPT. INITIALS <u>[Signature]</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OKM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230346410	Transaction Date 01-NOV-2021	Transaction Total 17,540.53 USD
P.O. Number	P.O. Date	Customer Account No 1035397711
Payment Terms Net Due in 30 Days	Payment Due Date 01-DEC-2021	
Bill To Address IMPERIAL POLICE DEPARTMENT ATTN: Accounts Payable 424 SOUTH IMPERIAL AVE. IMPERIAL CA 92251 United States	Ship To Address IMPERIAL POLICE DEPARTMENT 424 SOUTH IMPERIAL AVENUE IMPERIAL CA 92251 United States	

IMPORTANT INFORMATION

Sales Order(s): USC000201976-R02-AUG-21 14:53:41

For all invoice payment inquiries contact
 SLT8WB@motorolasolutions.com
 Telephone: +1(631) 883-4244
 Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00015A-SP	Equipment at Site: 1864240 1035397711 424 SOUTH IMPERIAL AVENUE IMPERIAL CA 92251 United States HUB MAINTENANCE (ENHANCED) - STANDARD:01-DEC-2021:30- NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	3,036.77	3,036.77
2	SSV00S00199A-SP	FLEET MAINTENANCE MAINTENANCE - STANDARD:01-DEC- 2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	394.20	394.20
3	SSV00S00334A-SP	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	879.39	879.39

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230346410	Customer Account No 1035397711	Payment Due Date 01-DEC-2021	Transaction Total 17,540.53 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

IMPERIAL POLICE DEPARTMENT
 ATTN: Accounts Payable
 424 SOUTH IMPERIAL AVE.
 IMPERIAL CA 92251
 United States

Payment Transfer Details

CHICAGO
 WIRE Routing Transit Number: 026009593
 ACH/EFT Routing Transit Number: 111000012
 SWIFT: BOFAUS3N
 Bank Account No: 3756319819

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 13104 Collections Center Drive
 Chicago IL 60693
 United States
 Please provide your remittance details to:
 US.remittance@motorolasolutions.com

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230346410	Transaction Date 01-NOV-2021	Transaction Total 17,540.53 USD
P.O. Number	P.O. Date	Customer Account No 1035397711
Payment Terms Net Due in 30 Days		Payment Due Date 01-DEC-2021

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
4	SSV00S00343A-SP	MOBILE GENERIC ECITATION FORM MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	879.39	879.39
5	SSV00S00352A-SP	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	645.32	645.32
6	SSV00S00354A-SP	MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	64.53	64.53
7	SSV00S00417A-SP	PAWNED PROPERTY MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	373.26	373.26
8	SSV00S00438A-SP	PIN MAPPING MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	780.70	780.70
9	SSV00S00480A-SP	SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	0.00	0.00
10	SSV00S00527A-SP	TRAFFIC INFORMATION MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	761.72	761.72
11	SSV00S006007-SP	CALIFORNIA 555 CRASH FORM - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	1,563.93	1,563.93
12	SSV00S00023A-SP	COMPSTAT MANAGEMENT DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	2,214.31	2,214.31
13	SSV00S006026-SP	MOBILE SERVER CAD SHARE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	847.77	847.77
14	SSV00S00033A-SP	LAW RECORDS MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	717.44	717.44
15	SSV00S00036A-SP	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	332.78	332.78
16	SSV00S00038A-SP	MOBILE RECORDS MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	188.53	188.53
17	SSV00S00052A-SP	STATELINK MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	1,913.17	1,913.17
18	SSV00S00164A-SP	DATA WAREHOUSE INTERFACE MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	640.25	640.25
19	SSV00S00178A-SP	DRIVER LICENSE SCANNING MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	879.39	879.39
20	SSV00S00193A-SP	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01-DEC-2021:30-NOV-2022: Service From: 01-DEC-2021 Service To: 30-NOV-2022	1	427.68	427.68

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230346410	Transaction Date 01-NOV-2021	Transaction Total 17,540.53 USD
P.O. Number	P.O. Date	Customer Account No 1035397711
Payment Terms Net Due in 30 Days		Payment Due Date 01-DEC-2021

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		Site CA Tax at 0%			0.00
		Site Total			17,540.53
USD Subtotal Total Tax CA 0.00					17,540.53
USD Total Tax					0.00
USD Total					17,540.53
USD Amount Due					17,540.53

DATE SUBMITTED 12/27/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 01/05/22

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WTP DISCUSSION/ACTION:

Booster Pump
Rebuilds

1. Discuss, Approve/~~Disapprove~~ rebuild of Booster Pumps at WTP.

DEPARTMENT INVOLVED: Public Services - Water

BACKGROUND/SUMMARY:

Requesting to rebuild Booster Pumps #1 & #2 at Water Treatment Plant for preventative maintenance. Failure of these pumps would inhibit the ability to distribute treated water.

FISCAL IMPACT: Not to Exceed \$40,000.00 Total

FINANCE
INITIALS

W

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

RS

MANAGER'S RECOMMENDATION:

*approve not to
exceed estimate based upon
identical work just completed*

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Tess Electric Inc.

12944 Newhope St., Garden Grove, Ca 92840

Phone 951-201-7822

Lic. 1057586

From: Gregory Beebe
Greg@tesselectricsocal.com

Quote Number# 0000105

December 28, 2021

To: City of Imperial
Attn: Fernando Viesca, fviesca@cityofimperial.org

Project: Supply and Install an Allen/Bradley Series 753 Drive Chassis Retrofit for Booster #2, 150HP, 460V

Tess Electric is pleased to offer the following budgetary quote to supply and install an Allen/Bradley series 753 drive chassis into the Booster #2 cabinet. The existing 1336 drive chassis will be removed. The district to decide what to do with the old chassis. The existing assembly power and control wiring will be conformed to the new drive. A new 753 Keypad HMI will be mounted on the door for operator access. The new drive will be programmed to run with the existing system. Tess Electric will delivery the drive via our truck to the job site.

Total Net Cost for Materials-----	\$ 28,238.75
Total Cost for installation Labor -----	\$ 7,660.00
7.75% sales tax on materials -----	\$ 2,188.50
Total Cost (less factory inbound freight)-----	\$ 38,087.25

Shipping Pre-Paid & Add

EXCLUSIONS:

- 1) Permits.
- 2) Performance Bonds.
- 3) Temporary power and/or lighting.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Quote valid for 30 days. This quote is for a prevailing wage project and all employees of Tess Electric employees shall receive the set prevailing wage compensation per DIR standards.

Sales tax is additional if applicable. Prices are 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 acknowledgement of order. We make no representations with respect to compliance with job specifications.

DATE SUBMITTED 12/27/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 01/05/22

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: VFD DISCUSSION/ACTION: Trouble Shooting & Replacement 1. Discuss, Approve/Disapprove repair or replacement of VFD on Booster Pump #3.	
DEPARTMENT INVOLVED: Public Services - Water	
BACKGROUND/SUMMARY: Requesting to trouble shoot and repair or replace VFD on Booster Pump #3 at Water Treatment Plant. VFD is failing and parts are obsolete. Critical component for plant operations to deliver treated water to City.	
FISCAL IMPACT: \$39,572.40 Tess Electric (VFD #4 Invoice of \$32,977.00 + 20% of inflation)	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: <u></u>	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

Tess Electric Inc

12944 Newhope St
Garden Grove, CA 92840-5557
US
tesselectricinc@gmail.com

INVOICE

BILL TO
City Of Imperial
420 South Imperial Avenue
Imperial, CA 92251

INVOICE 1019
DATE 12/15/2021
TERMS Net 30
DUE DATE 01/14/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/15/2021	Services	Taxes Included/ Total contract for Labor and Materials	1	32,977.00	32,977.00

PQ # 68993
Booster#4 VFD

BALANCE DUE

\$32,977.00

DATE SUBMITTED 12/27/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 01/05/22

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Bid #2021-11 Airport Loop Waterline Improvement Project	DISCUSSION/ACTION: 1. Discuss, Accept/Reject Bid #2021-11 Airport Loop Waterline Improvement Project		
DEPARTMENT INVOLVED: Public Services – Water			
BACKGROUND/SUMMARY: City Staff along with Albert A. Webb and Associates have been working together for Airport Loop Waterline Improvement Project. Bids were received and opened on December 27, 2021. The lowest apparent Bidders and recommendation from Webb are: • SRK Engineering \$567,910.00 • Kay Construction \$592,688.00 • Eddie Qader \$638,089.00			
FISCAL IMPACT: \$567,910.00 SRK Engineering	FINANCE INITIALS		
STAFF RECOMMENDATION: Accept	DEPT. INITIALS		
MANAGER'S RECOMMENDATION: <i>approve low bid</i>	CITY MANAGER'S INITIALS		
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()	



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

36-951 Cook Street #103
Palm Desert, CA 92211
760.568.5005

Murrieta Office

41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

December 22, 2021

Mr. Jackie Loper
City of Imperial
420 South Imperial
Imperial, California 92251

RE: Bid Review for the Airport Loop Waterline Improvement Project – Bid No. 2021-11

Dear Mr. Loper:

A total of nine (9) bids proposals were received on December 21, 2021 for the above referenced project and Webb has reviewed the three (3) lowest bid proposals. The apparent low bid proposal of \$567,910.00 was received from SRK Engineering (SRK) of Escondido, California. The second apparent low bid proposal of \$592,688.00 was received from Kay Construction (Kay) of Santee, California and the third apparent low bid of \$638,089 was received from Eddie Qader (EQ) of Santa Fe Springs, California.

Based upon Webb's review of the three (3) lowest bid proposals, all three were found to comply with the requirements and intent of the specifications. Our routine check of the contractor licenses for the three low bidders, using the California Contractors State License Board's website, indicated that all licenses are in good standing.

All three (3) Contractors provided the required Addendums 1, 2, and 3, and the materials listed in the Certified Data Sheets are acceptable for the work.

Based upon our review and evaluation of the bid proposals and the engineer's estimate of \$586,000. Webb recommends that the City award the contract for the referenced project to SRK Engineering in the amount of \$567,910.00.

Should you have any questions or require additional information, please contact our office.

Sincerely,
ALBERT A. WEBB ASSOCIATES

Shane Bloomfield, PE
Senior Engineer

DATE SUBMITTED 12/27/2021
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 01/05/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WWTP Notice of Completion	DISCUSSION/ACTION: 1. Accept the MBR Wastewater Upgrade Project as completed by W.M. Lyles and authorize the filing of Notice of Completion.
--	---

DEPARTMENT INVOLVED: Public Services – Wastewater

BACKGROUND/SUMMARY:

BID No. 2019-04 "Wastewater Treatment Plant Upgrade"
 Completed by W.M. Lyles
 Original Contract - \$20,276,000.00
 Change Order - \$328,664.25
 Final Amount - \$20,604,664.25

The Wastewater Treatment Plant Upgrade Project was successfully completed in December 2021. All remaining work items are warranty items and shall be completed per the Contract under the supervision of the on-site inspector and City representative.

FISCAL IMPACT: None

FINANCE
INITIALS 

STAFF RECOMMENDATION: Acceptance and closing of Project

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:
approve

CITY
MANAGER'S
INITIALS 

MOTION:

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



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

74967 Sheryl Avenue
Palm Desert, CA 92260
951.686.1070

Murrieta Office

41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

December 22, 2021

WO:19-0247

Jeffrey Tholen
Project Engineer
W.M. Lyles Co.
42142 Roick Drive
Temecula, CA 92590

RE: Final Completion for City of Imperial Wastewater Treatment Plant Upgrade
(Bid No. 2019-04)

Dear Mr. Tholen,

This letter serves as notification of Final Completion for the subject project as defined in 017500 1.2E and 017700 1.5. All remaining work items are warranty items and shall be completed per the Contract under the supervision of the on-site inspector and City representative.

W.M. Lyles has been a great partner on this project and we thank you and your team for your professionalism and high quality work. The project has been a tremendous success for the City and will serve them for years to come.

Sincerely,
ALBERT A. WEBB ASSOCIATES

Reed Chilton, P.E.
Director of Construction Management and Inspection

Cc:
Sameer Patel, Holt Group
Jackie Loper, City of Imperial



www.webbassociates.com

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER: CITY OF IMPERIAL PROJECT:
 Address 420 SOUTH IMPERIAL AVE. CITY OF IMPERIAL -
 Address IMPERIAL, CA 92251 WASTEWATER TREATMENT PLANT UPGRADE

APPLICATION NO: 24
 APP. DATE: December 1, 2021
 Period: From November 1, 2021
 Through November 30, 2021

Distribution to:

☒ OWNER
☒ CONTRACTOR
☒ ENGINEER
☐ FUNDING

FROM CONTRACTOR: VIA CONSULTANT:
 Name W. M. LYLES, CO. ALBERT A. WEBB ASSOCIATES
 Address 1210 WEST OLIVE AVENUE 3788 MCCRAY STREET
 Address Fresno, CA 93278 RIVERSIDE, CA 92506

CITY BID NO: 2019-04
 DIR REGISTRATION NO: 313004
 AGREEMENT DATE: September 5, 2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 20,276,000.00
 2. Net change by Change Orders \$ 328,664.25
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 20,604,664.25
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 20,604,664.25
 5. RETAINAGE:
 a. 5 % of Comp. \$ 1,030,233.21
 (Column D + E on G703)
 b. % of Stored \$
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or
 Total in Column I of G703) \$ 1,030,233.21
 6. TOTAL EARNED LESS RETAINAGE \$ 19,574,431.04
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 19,550,211.12
 8. CURRENT PAYMENT DUE \$ 24,219.92
 9. BALANCE TO FINISH, INCL. RETAINAGE \$ 1,030,233.21
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$444,132.25	
Total approved this Month	(\$115,468.00)	
TOTALS	\$328,664.25	
NET CHANGES by Change Order	\$328,664.25	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTRACTOR'S CERTIFICATE FOR PAYMENT

The undersigned Contractor's representative certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificate for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

AMOUNT CERTIFIED \$ \$24,219.92

CONTRACTOR: W. M. Lyles, Co.

By:


 Jeff Thelen, Project Engineer

Date:

12/10/21

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Resident Engineer and Construction Manager certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as Indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$24,219.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSULTANT: ALBERT A. WEBB ASSOCIATES

By:


 Reed Chilton, P.E., Construction Manager

Date:

12/16/2021

By:


 Samuel Patel, P.E., Resident Engineer - The Holt Group, Inc.

Date:

12/14/21