

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
JANUARY 6, 2021
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION**

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

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

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, January 6, 2021. Comments received by 5:00 pm will be read into the record.

TELECONFERENCE NOTICE

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

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

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

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

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

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

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Case Number 18-2

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
(Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9)
One potential case

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda. If you wish to address the COUNCIL concerning any item within the COUNCIL'S jurisdiction, please raise your hand and be acknowledged by the MAYOR, and at that time state your name and address for the record. The MAYOR reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

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

D. SPECIAL PRESENTATIONS

D-1. RECOGNITION OF OUTGOING CITY TREASURER STACY MENDOZA.

D-2. RECOGNITION OF OUTGOING MAYOR DARRELL PECHTL.

D-3. IMPERIAL POLICE DEPARTMENT:
RECOGNITION OF CAPT. MARIO LUNA – Retirement
RECOGNITION OF DEPARTMENT PROMOTIONS: Capt. Sheffield; Sgt. Rubio;
Cpl. Shaffer; and Cpl. Sanchez

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 minutes of Regular meetings of October 21, 2020, November 4, 2020, and November 18, 2020

E-3. Authorize partial reconveyance to Morningside Ventures LLC of lots 400-416, 289-310, 276-288 and 417-420 per FM 27/86; Mayfield Subdivision Unit 3C.

F. PUBLIC HEARINGS:

F-1. SUBJECT: PUBLIC HEARING TO CONSIDER THE ABANDONMENT OF A PORTION OF THE RIGHT-OF-WAY ALONG 13TH STREET AND A PORTION OF THE RIGHT-OF-WAY ALONG 14TH STREET AS REQUESTED BY CATALYST DEVELOPMENT.

1. CONTINUANCE OF PUBLIC HEARING.
2. ADOPT RESOLUTION NUMBER 2021-01, ABANDONING A 150' PORTION OF RIGHT-OF-WAY ON 13TH STREET AND 150' PORTION OF RIGHT-OF-WAY ON 14TH STREET EAST OF LA BRUCHERIE ROAD AND WEST OF "C" STREET.

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

G-1. SUBJECT: DISCUSSION/ACTION: WASTEWATER TREATMENT PLANT UPGRADE PROJECT (W.M. LYLES CO.)

1. APPROVE CHANGE ORDER IN THE AMOUNT OF \$186,515.00 FOR NEW ELECTRICAL BUILDING.

G-2. SUBJECT: DISCUSSION/ACTION: DRAFT ORDINANCE MANDATING GREEN WASTE RECYCLING FOR COMMERCIAL ENTITIES AND SELECT MULTI-FAMILY RESIDENTIAL UNITS PURSUANT TO AB 1826.

1. REVIEW DRAFT ORDINANCE AND PROVIDE DIRECTION TO CITY STAFF.

G-3. SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF MONTERREY PARK LANE AND BREWER ROAD.

1. APPROVE PLACEMENT AND INSTALLATION OF A THREE (3) WAY STOP SIGN AT THE INTERSECTION OF MONTERREY PARK LANE AND BREWER ROAD.

G-4. SUBJECT: DISCUSSION/ACTION: MAYOR'S APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS.

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

H. REPORTS:

H-1. SUBJECT: DEPARTMENT REPORTS.

H-2. SUBJECT: CITY MANAGER REPORT.

H-3. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JANUARY 20, 2021 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.

DATE SUBMITTED 12/29/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 01/06/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: PRESENTATION: RECOGNITION OF OUTGOING CITY TREASURER STACY MENDOZA

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

The City of Imperial recognizes outgoing City Treasurer Stacy Mendoza for her 12 years of service.

FISCAL IMPACT: N/A

ADMIN SERV
INITIALS

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED 12/29/2020
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 01/06/2021

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 50

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: PRESENTATION: RECOGNITION OF OUTGOING MAYOR DARRELL PECHTL	
DEPARTMENT INVOLVED: City Manager's Office	
BACKGROUND/SUMMARY: The City of Imperial recognizes outgoing Mayor and City Councilmember Darrell Pechtl	
FISCAL IMPACT: N/A	ADMIN SERV INITIALS _____
STAFF RECOMMENDATION:	DEPT. INITIALS <u>ab</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>DH21</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

DATE SUBMITTED 12/29/2020

SUBMITTED BY ACM

DATE ACTION REQUIRED 01/06/2021

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS g

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: PRESENTATION: IMPERIAL POLICE DEPARTMENT	
DEPARTMENT INVOLVED:	
BACKGROUND/SUMMARY: The City of Imperial Police Department recognizes CAPT Mario Luna for his 15 years of service, and congratulates CAPT Sheffield, SGT Rubio, CPL Schaffer, and CPL Sanchez on their recent promotions.	
FISCAL IMPACT: N/A	ADMIN SERV INITIALS
STAFF RECOMMENDATION:	DEPT. INITIALS <u>MS #451</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>DHm</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
96410	12/18/2020	Printed		1642	ACME SAFETY & SUPPLY CORP		3,680.50
96411	12/18/2020	Printed		1021	AGGREGATE PRODUCTS, INC.		4,163.40
96412	12/18/2020	Printed		023	AIRWAVE COMMUNICATIONS		67.50
96413	12/18/2020	Printed		2357	ALL VALLEY FENCE		906.27
96414	12/18/2020	Printed		195	ALLIED WASTE		112,417.22
96415	12/18/2020	Printed		7262	ALONSO SILVA		144.92
96416	12/18/2020	Printed		5956	AMAZON CAPITAL SERVICES		279.16
96417	12/18/2020	Printed		6306	AMERICAN FIDELITY ASSURANCE		5,849.75
96418	12/18/2020	Printed		1066	AT&T		2,406.07
96419	12/18/2020	Printed		1851	AT&T LONG DISTANCE		458.03
99420	12/18/2020	Printed		5835	ATS		12,897.04
96423	12/18/2020	Printed		4400	BABCOCK LABORATORIES, INC.		4,800.00
96424	12/18/2020	Printed		6069	BAKER DISTRIBUTING COMPANY LLC		920.72
96425	12/18/2020	Printed		250	BLUE SHIELD OF CALIFORNIA		33,473.42
96427	12/18/2020	Printed		7158	BLUETARP FINANCIAL , INC.		644.73
96428	12/18/2020	Printed		674	BRENNTAG		2,107.72
96429	12/18/2020	Printed		455	CALIFORNIA STATE DISBURSEMENT		618.46
sci430	12/18/2020	Printed		7261	CIERRA NORTH		124.67
9.431	12/18/2020	Printed		6222	CODE EXXPERTS, LLC		1,156.54
9.432	12/18/2020	Printed		663	CONTROL SYSTEMS ENGINEERING		2,699.78
■ ■ ■	12/18/2020	Printed		514	CORE & MAIN LP		6,345.47
■ ■ ■	12/18/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC		3,656.07
96436	12/18/2020	Printed		3135	COUNTY OF SAN DIEGO, RCS		1,824.00
96437	12/18/2020	Printed		5636	DARRELL PECHTL		500.00
96438	12/18/2020	Printed		1573	DEPARTMENT OF JUSTICE		66.00
96439	12/18/2020	Printed		6642	EDD		100.00
96440	12/18/2020	Printed		6426	EFR ENVIRONMENTAL		5,000.00
96441	12/18/2020	Printed		207	EL CENTRO MOTORS		64.87
96442	12/18/2020	Printed		1307	EXECUTIVE LANDSCAPE INC		22,800.00
96443	12/18/2020	Printed		314	FRANCHISE TAX BOARD		1,133.73
96444	12/18/2020	Printed		7132	FRESNO FIRST BANK		113,858.05
96445	12/18/2020	Printed		6081	GOLD COAST ENVIRONMENTAL		3,209.38
96446	12/18/2020	Printed		3414	GOVERNMENT JOBS.COM, INC.		2,458.34
96447	12/18/2020	Printed		117	HAAKER EQUIPMENT COMPANY		114.55
96448	12/18/2020	Printed		2712	HARPER & ASSOCIATES ENGINEERIN		13,570.00
96449	12/18/2020	Printed		7263	HELEN DAGNINO		92.39
96450	12/18/2020	Printed		264	HINDERLITER, DE LLAMAS &		2,728.24
96451	12/18/2020	Printed		3039	HOLTVILLE TRIBUNE		196.00
96452	12/18/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		69.88
96453	12/18/2020	Printed		1190	ICMARC		1,388.35
96454	12/18/2020	Printed		6065	IER ENVIRONMENTAL SERVICES INC		1,293.00
96455	12/18/2020	Printed		4271	IMPERIAL COUNTY HUMANE SOCIETY		520.00
96456	12/18/2020	Printed		7258	IMPERIAL COUNTY NARCOTIC TASK		329.56
96457	12/18/2020	Printed		2914	IMPERIAL COUNTY TRANSPORTATION		2,285.53
9.458	12/18/2020	Printed		028	IMPERIAL IRRIGATION DISTRICT		19,047.00
96459	12/18/2020	Printed		4264	IMPERIAL IRRIGATION DISTRICT		7,922.00
96460	12/18/2020	Printed		1336	IMPERIAL LANDFILL- 4136		3,162.86
9.461	12/18/2020	Printed		102	IMPERIAL POLICE OFFICERS ASSN .		825.00

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
9462	12/18/2020	Printed		221	IMPERIAL PRINTERS		359.14
9464	12/18/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		395.23
96465	12/18/2020	Printed		7147	IMPERIAL VALLEY CHRYSLER DODGE		360.49
96466	12/18/2020	Printed		2099	IMPERIAL VALLEY OCCUPATIONAL M		105.00
96467	12/18/2020	Printed		350	IMPERIAL VALLEY PAINT CENTER		56.18
96468	12/18/2020	Printed		1555	IMPERIAL VALLEY PRESS		355.59
96469	12/18/2020	Printed		5033	INFO SEND INC.		2,611.27
96470	12/18/2020	Printed		320	INTERNAL REVENUE SERVICE		150.00
96471	12/18/2020	Printed		1195	IVROP		112.00
96472	12/18/2020	Printed		1587	JADE SECURITY SYSTEMS, INC.		59.99
96473	12/18/2020	Printed		7259	JENNIFER DAVILA		155.40
96474	12/18/2020	Printed		868	K-C WELDING & RENTALS, INC.		325.65
96475	12/18/2020	Printed		2901	KIMBALL MIDWEST		3,115.88
96476	12/18/2020	Printed		035	KISCO SALES, INC.		46.76
96477	12/18/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		698.72
96478	12/18/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		2,540.00
96479	12/18/2020	Printed		843	LAURA GUTIERREZ		183.39
6480	12/18/2020	Printed		1996	LEE TIRE CO.		60.41
6481	12/18/2020	Printed		7265	LEONARDO ROACHO		750.00
6482	12/18/2020	Printed		101	LINCOLN LIFE		992.67
6483	12/18/2020	Printed		6396	LORENZO GALINDO		300.00
6484	12/18/2020	Printed		6502	MARVIN LARA		30.29
6485	12/18/2020	Printed		5100	MC CAIN		3,423.97
6486	12/18/2020	Printed		7260	NICOLE WEGENER		174.32
6487	12/18/2020	Printed		4481	O'REILLY		123.65
6488	12/18/2020	Printed		079	ONE SOURCE DISTRIBUTORS		612.61
6489	12/18/2020	Printed		219	PADRE USA		8,901.23
6490	12/18/2020	Printed		7264	PEDRO BERNAL		404.89
6491	12/18/2020	Printed		5200	PMC ENGINEERING		3,515.63
6492	12/18/2020	Printed		6710	PREMIER RENTALS		1,077.00
6493	12/18/2020	Printed		1455	PRIMO CONSTRUCTION & SERVICES		4,866.00
6494	12/18/2020	Printed		2782	PRINCIPAL-SBD GRAND ISLAND		4,995.32
3495	12/18/2020	Printed		1518	PROFORCE LAW ENFORCEMENT		400.22
3496	12/18/2020	Printed		133	RAIN FOR RENT		74.65
3497	12/18/2020	Printed		694	REXEL OF AMERICA, LLC		1,107.79
3498	12/18/2020	Printed		1637	ROMEO'S CAR WASH		231.00
3499	12/18/2020	Printed		3526	RSD		4.08
3500	12/18/2020	Printed		957	SC FUELS		1,699.73
3501	12/18/2020	Printed		979	SELLERS PETROLEUM		6,063.99
3502	12/18/2020	Printed		1239	SHERWIN-WILLIAMS		64.09
3503	12/18/2020	Printed		1367	SHRED-IT		71.70
3504	12/18/2020	Printed		5257	SKM ENGINEERING LLC		2,099.43
3505	12/18/2020	Printed		2201	SPIESS CONSTRUCTION CO., INC		15,200.00
3506	12/18/2020	Printed		091	STAPLES CREDIT PLAN		428.15
3507	12/18/2020	Printed		053	STATE WATER RESOURCES CONTROL		597.00
3508	12/18/2020	Printed		1265	SUPERIOR READY MIX CONCRETE LP		688.47
3509	12/18/2020	Printed		1385	SWRCB ACCOUNTING OFFICE		12,618.00
3510	12/18/2020	Printed		104	TEAMSTERS, LOCAL 542		1,522.00
3511	12/18/2020	Printed		6608	THE LIBRARY STORE		2,397.04
3512	12/18/2020	Printed		058	TROJAN UV		799.97
3519	12/18/2020	Printed		5837	U.S. BANK		10,440.49

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
96520	12/18/2020	Printed		275	UNDERGROUND SERVICE		113.73
96521	12/18/2020	Printed		2008	ALERT OF		
96522	12/18/2020	Printed		944	UNITED PARCEL SERVICE		144.76
					UNITED WAY OF IMPERIAL		7.00
					COUNTY		
96523	12/18/2020	Printed		1100	USA BLUEBOOK		833.26
96524	12/18/2020	Printed		217	VALLEY AUTO GLASS CO.		174.42
96526	12/18/2020	Printed		615	VALLEY PEST SERVICES, INC		2,529.00
96527	12/18/2020	Printed		611	VERIZON WIRELESS		820.25
96528	12/18/2020	Printed		6900	W.M. LYLES CO.		2,163,303.06
96529	12/18/2020	Printed		5639	WAGeworks, INC		50.00
96530	12/18/2020	Printed		1568	WEBB AND ASSOCIATES		74,552.33
96531	12/18/2020	Printed		355	WYMORE, INC.		23.16
96532	12/18/2020	Printed		487	XPRESS LUBE		526.45
96624	12/28/2020	Printed		2357	ALL VALLEY FENCE		91.59
96625	12/28/2020	Printed		5956	AMAZON CAPITAL SERVICES		327.52
96626	12/28/2020	Printed		656	AQUA METRIC		9,628.02
96628	12/28/2020	Printed		4400	BABCOCK LABORATORIES, INC.		2,817.00
96629	12/28/2020	Printed		7158	BLUETARP FINANCIAL, INC.		80.73
96630	12/28/2020	Printed		2905	BMI		364.00
96631	12/28/2020	Printed		674	BRENNTAG		3,148.11
96632	12/28/2020	Printed		1747	CALIFORNIA ASSOCIATION OF		95.00
96633	12/28/2020	Printed		3669	CANON		647.97
96634	12/28/2020	Printed		1463	CDW GOVERNMENT, INC.		18,001.65
96635	12/28/2020	Printed		3029	CLAIREMONT EQUIPMENT		385.88
96637	12/28/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC		550.73
96638	12/28/2020	Printed		4661	E.H. WACHS		196.71
96639	12/28/2020	Printed		6426	EFR ENVIRONMENTAL		6,500.00
96640	12/28/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		39.60
96641	12/28/2020	Printed		4377	HUBER TECHNOLOGY INC		2,982.16
96642	12/28/2020	Printed		1190	ICMARC		10,000.00
96643	12/28/2020	Printed		028	IMPERIAL IRRIGATION DISTRICT		9,813.90
96644	12/28/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		170.99
96645	12/28/2020	Printed		2099	IMPERIAL VALLEY OCCUPATIONAL M		80.00
96646	12/28/2020	Printed		008	JIM REITER'S LOCKSMITH & SAFE		188.70
96647	12/28/2020	Printed		1996	LEE TIRE CO.		125.00
96648	12/28/2020	Printed		401	LOWE'S		22.55
96649	12/28/2020	Printed		370	MC KAY'S SPECIALIZED		22.50
96650	12/28/2020	Printed		4481	O'REILLY		104.70
96651	12/28/2020	Printed		6050	PACIFIC WEST DEVELOPMENT, LP		2,000.00
96652	12/28/2020	Printed		6710	PREMIER RENTALS		2,122.00
96653	12/28/2020	Printed		5706	SHI INTERNATIONAL CORP		21,788.22
96654	12/28/2020	Printed		3262	SIMNSA HEALTH PLAN		11,831.60
96655	12/28/2020	Printed		135	SOCALGAS		60.48
96656	12/28/2020	Printed		091	STAPLES CREDIT PLAN		265.42
96657	12/28/2020	Printed		6416	SUN DATA SUPPLY		130.14
96658	12/28/2020	Printed		1265	SUPERIOR READY MIX CONCRETE LP		857.04
96659	12/28/2020	Printed		863	UNIVERSITY OF SOUTHERN CA		120.00
96660	12/28/2020	Printed		1100	USA BLUEBOOK		195.78
96661	12/28/2020	Printed		5674	WAGeworks, INC		98.80
96662	12/29/2020	Printed		079	ONE SOURCE DISTRIBUTORS		82.78
96663	12/29/2020	Printed		6710	PREMIER RENTALS		4,446.43

Total Checks: 149

Checks Total (excluding void checks):

2,856,203.77

CITY OF IMPERIAL

BANK: UNIONBANK

Time: 10:17 am
Page: 4

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
				Total Payments: 149		Bank Total (excluding void checks):	2,856,203.77
				Total Payments: 149		Grand Total (excluding void checks):	2,856,203.77

**MINUTES
CITY COUNCIL MEETING
CITY OF IMPERIAL
OCTOBER 21, 2020**

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

TELECONFERENCE NOTICE

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

A. CITY COUNCIL CONVENED TO OPEN SESSION

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

OTHERS PRESENT: CITY MANAGER MORITA, CITY CLERK JACKSON. ASSISTANT CITY MANAGER BROWN, PUBLIC SERVICES DIRECTOR LOPER*, POLICE CHIEF BARRA*, IT DIRECTOR ESTRADA, COMMUNITY SERVICES DIRECTOR HALLER*, ADMINISTRATIVE SERVICES DIRECTOR GUTIERREZ*, PARKS SUPERINTENDENT LOPEZ*, COMMUNITY DEVELOPMENT DIRECTOR MORA*, AND PLANNER TYLEND*

*remote participation

MAYOR PECHTL called the meeting to order at 7:00 pm and he led the Pledge of Allegiance.

ADJUSTMENTS TO THE AGENDA.

Staff requested item C-3 be tabled.

B. PUBLIC APPEARANCES:

B-1. Matters not appearing on the agenda.
None

B-2. Matters appearing on the agenda.
None

C. CONSENT AGENDA:

- C-1.** Approval of claims/warrants report.
- C-2.** Approval of Treasurers' Report for month of September 2020.
- C-3.** Approval of minutes for meetings of August 21, 2020 and September 2, 2020.
- C-4.** Continue emergency action for removal of a cluster of eucalyptus trees located along the north side of Neckel Road. (East of Hwy. 86).

Motion by AMPARANO, second by DALE to approve items C-1, C-2, C-4 and withholding warrant 95380 for separate action.

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

Motion by AMPARANO, second by DALE to approve warrant 95380 payable to JT Towing.

AYES: AMPARANO, DALE, EUGENIO, AND PECHTL
NOES: NONE
ABSTAIN: TUCKER
ABSENT: NONE MOTION CARRIED 4-0-1

D. ACTION ITEMS:

D-1. SUBJECT: MOU BETWEEN THE IMPERIAL POLICE DEPARTMENT AND THE DRUG ENFORCEMENT ADMINISTRATION.

1. APPROVAL OF MOU BETWEEN CITY OF IMPERIAL POLICE DEPARTMENT AND DRUG ENFORCEMENT ADMINISTRATION FOR FISCAL YEAR 2021

Motion by AMPARANO, second by EUGENIO to approve the MOU.

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

D-2. SUBJECT: FACILITY USE AGREEMENT FOR IMPERIAL VALLEY UNITED SOCCER ASSOCIATION (IVUSA).

1. APPROVAL OF FACILITY USE AGREEMENT FOR IVUSA.

Motion by AMPARANO, second by EUGENIO to approve the facility use agreement.

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

D-3. SUBJECT: FACILITY USE AGREEMENT FOR TIGER FOOTBALL CLUB.

1. APPROVAL OF FACILITY USE AGREEMENT FOR TIGER FOOTBALL CLUB.

Motion by DALE, second by AMPARANO to approve the facility use agreement and to waive fees.

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

D-4. SUBJECT: HOUSING ELEMENT PREPARATION 6TH CYCLE.

1. AWARD CONTRACT TO HOWES, WEILER, LANDY CONSULTING SERVICES IN THE AMOUNT OF \$68,150.

Motion by EUGENIO, second by DALE to award contract to Howes, Weiler, Landy Consulting.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

D-5. SUBJECT: LA BRUCHERIE ROAD WIDENING PROJECT FROM ATEN BLVD. TO TRESHILL RD.

1. REQUESTING ADDITIONAL FUNDING IN THE AMOUNT OF \$33,500. TO MATCH THE 25 PERCENT INDIRECT PIPELINE FUND OF ELIGIBLE PIPELINE COSTS OF IID'S APPROVED COST ESTIMATE FOR DESIGN AND CONSTRUCTION TO PIPELINE A PORTION OF DAHLIA CANAL LOCATED BETWEEN ATEN BLVD. TO TRESHILL RD.

Motion by AMPARANO, second by DALE to approve the additional funding.

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

NOES: NONE

ABSTAIN: TUCKER

ABSENT: NONE

MOTION CARRIED 4-0-1

D-6. SUBJECT: UPDATE OF COVID-19 PANDEMIC.

Assistant City Manager Brown provided update. New state guidelines have been announced that include personal care services can now open along with pro sporting events to take place both with modifications. Last Friday was the first night that open air dining was allowed to be held in the city. The participating restaurants were all busy. So far the city has spent \$276,798.00 in response to Covid.

E. REPORTS:

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

Eugenio reported that she attended the outdoor dining last Friday. Ms. Eugenio read an email from a resident who wishes to remain anonymous. The resident expressed his disappointment with the city continuing to assess penalties and late fees on unpaid utility bills during the pandemic.

Amparano reported that he attended the outdoor dining Friday night. He was glad to see that restaurants were busy. Mr. Amparano apologized for missing the groundbreaking event yesterday due to scheduling conflicts.

Mayor Pechtl echoed the comments from Friday night. Mayor Pechtl was honored to represent the city at the groundbreaking event for the new businesses at the north end of Imperial Avenue. A video was shown of the event.

E-2. SUBJECT: CITY MANAGER REPORT.

None.

E-3. SUBJECT: DEPARTMENT REPORTS.

Parks Superintendent Lopez informed Council that the city will have a booth at the Tucker Open Air market to conduct citizen outreach for the park project.

Sgt. Sheffield reported that officers are now certified in the use of tasers.

Mr. Haugh, NAF provided an update on activities taking place at the base. There are several squadrons undergoing training here.

CITY COUNCIL MEETING ADJOURNED AT 8:00 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, NOVEMBER 4, 2020 AT 7:00 P.M.

**MINUTES
CITY COUNCIL MEETING
CITY OF IMPERIAL
NOVEMBER 4, 2020**

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

TELECONFERENCE NOTICE

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

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

A-1. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR 54957.6

Agency Negotiator: City Manager

Employee Organization: Teamsters Local No. 542

A-2. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT. 54957 (b) (1)

TITLE: City Attorney

A-3. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC54954.5 (e))

TITLE: City Manager

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL CONVENED TO OPEN SESSION

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

OTHERS PRESENT: CITY MANAGER MORITA, ASSISTANT CITY MANAGER
BROWN, CITY CLERK JACKSON, PUBLIC SERVICES
DIRECTOR LOPER*, FIRE CHIEF ESTRADA*, POLICE CHIEF
BARRA*, IT DIRECTOR ESTRADA, COMMUNITY SERVICES
DIRECTOR HALLER*, ADMINISTRATIVE SERVICES
DIRECTOR GUTIERREZ*, COMMUNITY DEVELOPMENT
DIRECTOR MORA*, PARKS SUPERINTENDENT LOPEZ*, SGT
SHEFFIELD*

*REMOTE PARTICIPATION

MAYOR PECHTL called the meeting to order at 7:03 pm and he led in the Pledge of Allegiance.

ADJUSTMENTS TO THIS AGENDA

City Manager MORITA announced that an item needing action arose subsequent to the posting of the agenda. It is requested that council consider adding to the agenda an emergency situation at the water treatment plant.

Motion by AMPARANO, second by DALE to add to the agenda the item of the emergency at the water treatment plant.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

It was announced that no reportable action was taken.

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

Ric Brown developer of the Imperial Village Senior apartment project gave an update on the project. He anticipates that ground breaking should take place in spring of 2021.

C-2. Matters appearing on the agenda.

Councilman Amparano stated he received an email and will read it when item E-5 is considered.

D. CONSENT AGENDA:

D-1. Approval of claims/warrants report.

D-2. Approval of minutes for meetings of August 21, 2020 and September 2, 2020.

D-3. Continue emergency action for removal of a cluster of eucalyptus trees located along the north side of Neckel Road. (East of Hwy. 86).

D-4. Declaration of X26 Taser Cartridges and Batteries as surplus and authorization to donate to Westmorland Police Department.

D-5. Approval of disbursement of funds for the annual Aqua Metric/Sensus Service Agreement in the amount of \$23,651.55.

D-6. Award contract to Howes, Weiler, Landy Planning and Engineering for preparation of the Rezoning, Up-zoning, and General Plan Amendments for various sites to be determined within the City in efforts to accelerate housing production.

Motion by AMPARANO, second by EUGENIO to approve the consent agenda as presented.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E. ACTION ITEMS:

E-1. SUBJECT: FIELD RESERVATION AND USAGE FEES.

1. PROVIDE DIRECTION TO STAFF.

Parks Superintendent Lopez provided cost breakdown for maintenance and care of fields along with lighting costs, irrigation, replacement of sprinklers and other equipment. Reviewed the current fees that

the city charges for the use of fields. He also addressed the requirement of having a facility use agreement for each team/club in place.

There was Council discussion on the possibility of retrofitting lights to LED lights and to place all parks on programmable lighting.

Motion by DALE, second by TUCKER adhere to posted fee schedule.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-2. SUBJECT: FACILITY USE AGREEMENT – FIELD OF NINE.

1. APPROVAL OF FACILITY USE AGREEMENT FOR FIELD OF NINE BASEBALL.

Motion by TUCKER, second by DALE to approve the facility use agreement.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-3. SUBJECT: FACILITY USE AGREEMENT – HEAVY HITTAZ BASEBALL.

1. APPROVAL OF FACILITY USE AGREEMENT FOR HEAVY HITTAZ BASEBALL.

Motion by TUCKER, second by DALE to approve the facility use agreement.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-4. SUBJECT: ATEN BOULEVARD & CROSS ROAD INTERSECTION IMPROVEMENTS (BID 2020-03).

1. APPROVAL OF BALANCING CHANGE ORDER.
2. ACCEPTANCE OF WORK COMPLETED.
3. AUTHORIZE CITY CLERK TO FILE NOTICE OF COMPLETION.

Motion by AMPARANO, second by TUCKER to approve the balancing change order, accept the work as completed, and file the Notice of Completion.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-5. SUBJECT: TRAFFIC CONCERNS AT THE INTERSECTION OF NECKEL ROAD AND CANON DRIVE.

Councilman Amparano read email he received from a resident regarding the intersection of Monterrey and Brewer. Stated this is a “blind intersection”. It was reported that another vehicle accident happened at this location in recent days.

1. REVIEW TRAFFIC COMMISSION RECOMMENDATION AND DIRECT STAFF REGARDING PLACEMENT OF A 4-WAY STOP AT THE INTERSECTION OF CANON DRIVE AND NECKEL ROAD.

Motion by AMPARANO, second by DALE to approve the placement of stop signs at the intersection of Canon Drive and Neckel Road.

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

MOTION CARRIED 5-0

E-6. SUBJECT: IMPERIAL POLICE DEPARTMENT POLICY AMENDMENT.

1. APPROVAL TO AMEND CURRENT IPD POLICY 1023.3 – TATTOOS.

Motion by AMPARANO, second by DALE to approve the amendment to the IPD policy.

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

MOTION CARRIED 5-0

E-7. SUBJECT: CHRISTMAS IN A SMALL TOWN – DECEMBER 12, 2020.

1. AUTHORIZATION OF IMPERIAL CHAMBER OF COMMERCE TO HOLD “CHRISTMAS IN A SMALL TOWN” CHRISTMAS MARKET ON CITY STREETS ON DECEMBER 12, 2020 FROM 9:00 AM TO 3:00 PM CONTINGENT UPON THE APPROVAL OF THE IMPERIAL COUNTY PUBLIC HEALTH DEPARTMENT.

Motion by TUCKER, second by DALE to allow the Chamber of Commerce to hold Christmas in a Small Town as requested.

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

MOTION CARRIED 5-0

2. AUTHORIZATION OF STREET CLOSURES AFFECTING IMPERIAL AVENUE FROM 6TH STREET THROUGH 9TH STREET AND BARIONI BOULEVARD FROM “H” STRET TO IMPERIAL AVENUE FROM 5:30 AM UNTIL 5:00 PM ON DECEMBER 12, 2020.

Motion by DALE, second by AMPARANO to allow the closure streets as requested.

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

MOTION CARRIED 5-0

3. AUTHORIZATION TO PROVIDE CITY RESOURCES AS REQUIRED AND REQUESTED BY THE IMPERIAL CHAMBER OF COMMERCE TO BE REIMBURSED BY THE CHAMBER NOT TO EXCEED \$3600.00.

Motion by DALE, second by TUCKER to provide city resources as required at a cost not to exceed \$3,600.00.

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

MOTION CARRIED 5-0

E-8. SUBJECT: CITY ATTORNEY PROFESSIONAL SERVICES.

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND GEOFFREY P. HOLBROOK FOR CITY ATTORNEY PROFESSIONAL SERVICES.

Motion by DALE, second by TUCKER to approve the agreement with Geoffrey Holbrook.

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

MOTION CARRIED 5-0

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

ACM Brown reported on current case numbers, the open air dining continues, and the city has completed the 2nd round of business grant applications. The County Health Department will hold its 2nd drive-through clinic for flu shots this coming Saturday at the fairgrounds.

E-10. SUBJECT: DECLARE EMERGENCY AT THE WATER TREATMENT PLANT PIPING GALLERY.

1. APPROVAL OF RESOLUTION NO. 2020-60, A RESOLUTION DECLARING AN EMERGENCY, AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTION AS MAY BE NECESSARY IN RESPONSE THERETO AND RATIFYING ACTION TAKEN TO DATE.

Motion by TUCKER, second by DALE to approve Resolution No, 2020-60.

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

MOTION CARRIED 5-0

F. REPORTS:

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

Amparano requested that the item of the Brewer/Monterrey Park intersection be brought back to Council.

Eugenio stated she is excited to see projects taking place at city parks

F-2. SUBJECT: CITY MANAGER REPORT.

Morita commented on Halloween drive through event. City Staff has traffic control well-coordinated for events taking place in the city.

Brown announced the "Fall Clean-up" event will be held on November 14th at the fairgrounds from 7:00 am to 3:00 pm.

F-3. SUBJECT: DEPARTMENT REPORTS.

Haller reported that the Halloween drive through at library was well attended. Staff handed out 530 treat bags to participants.

Lopez provided update on the playground resurfacing project

Barra reported that IPD officers are participating in the "No shave November" fund raiser for the Cancer Resource Center.

Haugh NAF provided and update on base activities.

Jackson gave a brief update of the November 3, 2020 election. Will continue to monitor election results as they come in.

CITY COUNCIL MEETING ADJOURNED AT 8:51 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, NOVEMBER 18, 2020 AT 7:00 P.M.

DATE SUBMITTED

12/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/06/2021

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

MAYFIEDL SUBDIVISION UNIT 3C

- LOTS 400-416, 289-310, 276-288 and 417-420 PER FM 27/86

1. AUTHORIZE PARTIAL RECONVEYANCE TO MORNINGSIDE VENTURES, LLC

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

City staff conducted regular field inspection during the construction of the off-site improvements of Mayfield Subdivision Unit 3C. At this time 75 percent of the improvements have been completed. Now the developer is requesting Partial Reconveyance of the above-referenced lots (34 out of 145). See Exhibit (FM 27-86) attached herewith for details. The City will remain secured.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

DM

STAFF RECOMMENDATION:

Staff recommends authorization of Partial reconveyance regarding lots 400-416, 289-310, 276-288 and 417-420 PER FM 27/86 to Morningside Ventures, LLC

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Agenda Item No. P-1

DATE SUBMITTED

12/29/2020
COMMUNITY
DEVELOPMENT
DIRECTOR

COUNCIL ACTION
PUBLIC HEARING REQUIRED
RESOLUTION

(X)
(X)
(X)

SUBMITTED BY

DATE ACTION REQUIRED

1/6/2021

ORDINANCE 1ST READING
ORDINANCE 2ND READING
CITY CLERK'S INITIALS

()
()
()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ABANDONMENT OF RIGHT-OF-WAY OF 13TH & 14TH STREET.

1. Catalyst Development is requesting the Roadway Easement Abandonment of 13th and 14th Street at the far West End of the Roads (See Staff Report Attachments).

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Catalyst Development is requesting the Roadway Easement abandonment of 13th and 14th Street at the far west end of the roads (see attachments). Catalyst Development is planning to construct a 2 phase Apartment Project. The project site was previously rezoned during 2019 for a proposed Residential Apartment Project. The proposed housing project will serve the residents of the City of Imperial with opportunities for affordable housing and will bring the City closer to meeting the housing needs identified within our City's Housing Element "Regional Housing Needs Allocation" numbers.

The abandonment is tied to major offsite infrastructure improvements which are intended to recover the deteriorating/ nonexistent infrastructure within the surrounding area. Some of the proposed improvements tied to the apartment project range from storm drain improvements, alley way improvements, curb gutter installation, sidewalk improvements, and the extension of 15th Street to La Brucherie Road, which is anticipated to improve traffic flow with the future Multifamily Housing Project. The abandonment is tied to ZC/GPA (19_02) that was approved by City Council during December 2019.

The Planning Commission recommended the item for approval to the City Council on October 28, 2020. The proposed abandonment was taken to City Council on November 18, 2020, in which a resolution of the intention to a vacate a public right-of-way was adopted. A Public Hearing was conducted during the meeting and no comments from the public were received. The item was taken to City Council on December 16, 2020. A Public Hearing was conducted during the meeting, to which, no comments were received from the public. During the 12/16/2020 meeting, the applicant requested to continue the item via email. The statement was read to the Council on behalf of the applicant. Council voted to continue the item to the January 6th, 2021 meeting.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

STAFF RECOMMENDATION: Staff recommends approval of the right-of-way abandonment of 13th & 14th Streets.

DEPT.
INITIALS

DM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

APPROVED ()

DISAPPROVE ()

REJECTED ()

DEFERRED ()



Staff Report

To: City of Imperial City Council
From: Lisa Tylenda, Planner
Date: December 29, 2020
Subject: Proposed Right-of-Way Abandonment for 13th and 14th Streets.

Background:

Catalyst Development is requesting the Roadway Easement abandonment of 13th and 14th Street at the far west end of the roads (see attachments). Catalyst Development is planning to construct a 2 phase Apartment Project. The project site was previously rezoned during 2019 for a proposed Residential Apartment Project. The proposed housing project will serve the residents of the City of Imperial with opportunities for affordable housing and will bring the City closer to meeting the housing needs identified within our City's Housing Element "Regional Housing Needs Allocation" numbers.

The abandonment is tied to major offsite infrastructure improvements which are intended to recover the deteriorating/ nonexistent infrastructure within the surrounding area. Some of the proposed improvements tied to the apartment project range from storm drain improvements, alley way improvements, curb gutter installation, sidewalk improvements, and the extension of 15th Street to La Brucherie Road, which is anticipated to improve traffic flow with the future Multifamily Housing Project. The abandonment is tied to ZC/GPA (19_02) that was approved by City Council during December 2019.

- The Planning Commission recommended the item for approval to the City Council on October 28, 2020.
- The proposed abandonment was taken to City Council on November 18, 2020, in which a Public Hearing was conducted and no comments from the public were received.
- The item was taken to City Council on December 16, 2020. A Public Hearing was conducted during the meeting, to which, no comments were received from the public.
- During the 12/16/2020 meeting, the applicant requested to continue the item via email. The statement was read to the Council on behalf of the applicant. Council voted to continue the item to the January 6th, 2021 meeting.
- The Planning Commission reviewed the proposed abandonment on October 28, 2020 and recommended the item to the City Council for review and approval.

Per the Developer the following statement was provided via email:

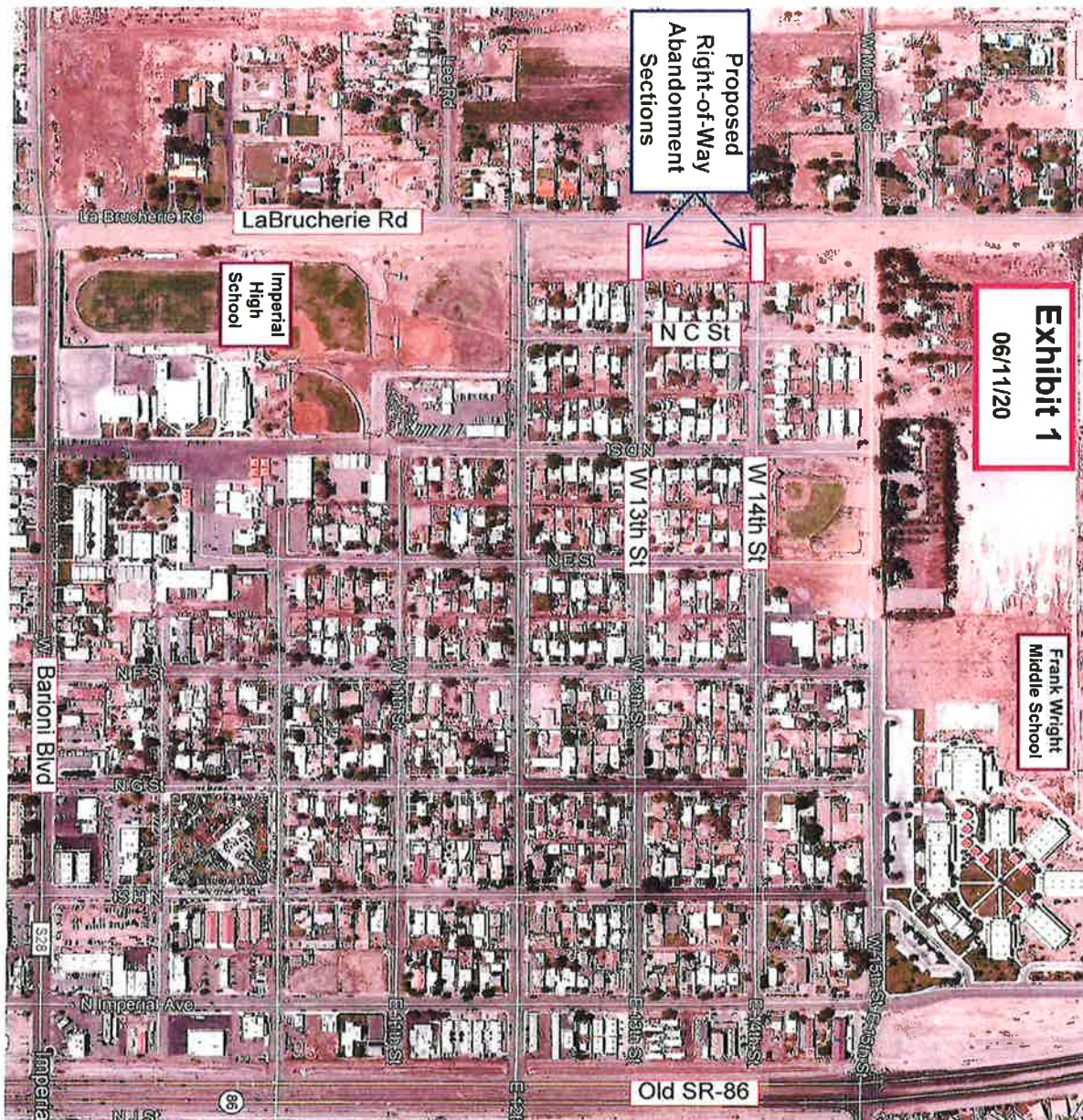
"The Abandonment of the roadway easement is necessary as there is no plan for extension of roadways currently or in the future and would be detrimental to have vacant undeveloped land."

Also, by abandoning these roadways it will help traffic flow by focusing the traffic on 12th and 15th which are major traffic roadways."

Analysis:

Development Review Committee and Engineering Staff/Consultants reviewed the proposed abandonment and recommend approval of the Right-of-Way Abandonment with the condition that the easement be tied to the conditions of approval from ZC/GPA (19_02).

Location Map:



RESOLUTION NO. 0000

**RESOLUTION OF CITY COUNCIL OF THE CITY OF IMPERIAL VACATING A
PORTION OF 13TH AND 14TH STREET
PUBLIC RIGHT-OF-WAY**

WHEREAS, an owner of property adjoining a city street has requested the City to vacate a portion thereof and has further agreed to pay costs associated therewith; and

WHEREAS, a duly noticed public hearing was held by the City Council on November 18th, 2020 and December 16th, 2020; and

WHEREAS, the City Council considered all maps, exhibits, and written documents presented for this project, and has considered the oral presentations given at the Public Hearing; and

WHEREAS, upon hearing and considering all the testimony and arguments, analyzing the information submitted by staff and considering any written comments received, the City Council considered all facts related to the proposed abandonment.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Imperial finds as follows:

- A. That the foregoing recitations are true and correct; and
- B. That the project has been reviewed in accordance with the requirements set forth by the City of Imperial's standards for the implementation of the California Environmental Quality Act; and
- C. A Public Hearing was held at the City Council Chambers, 200 West 9th Street, Imperial Avenue, Imperial, CA on November 18, 2020 and December 16, 2020 at 7:00 p.m.
- D. This Abandonment was published in accordance with Streets and Highways Code Section 8322 and notice shall be given in accordance with Streets and Highways Code Section 8323.
- E. The abandonment of said streets will not interfere with the local circulation or the Circulation Element.
- F. The project is exempt from further review under the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
- G. That based on the evidence presented at the public hearing, the City Council hereby approves the abandonment of 13th and 14th Street running East and West between La Brucherie and "C" Street, described herein:

1. *A PORTION OF FOURTEENTH STREET OF DEDICATION OF PARK ADDITION TO THE TOWN OF IMPERIAL MAP, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 18, ON FILE IN BOOK 1, PAGE 16 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:*

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 4 OF SAID MAP 18; THENCE NORTH 80 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF BLOCK 3 OF SAID MAP 18; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6, 150 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 80 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, 150 FEET TO THE POINT OF BEGINNING.

THE ABOVE LAND DESCRIBED AREA CONTAINS 12,000 SQ. FT. (0.28 ACRES MORE OR LESS).

SHOWN ON EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

AND;

2. *A PORTION OF THIRTEENTH STREET OF DEDICATION OF PARK ADDITION TO THE TOWN OF IMPERIAL MAP, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 18, ON FILE IN BOOK 1, PAGE 16 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:*

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 9 OF SAID MAP 18; THENCE NORTH 80 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF BLOCK 4 OF SAID MAP 18; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 150 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 80 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, 150 FEET TO THE POINT OF BEGINNING.

THE ABOVE LAND DESCRIBED AREA CONTAINS 12,000 SQ. FT. (0.28 ACRES MORE OR LESS).

SHOWN ON EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

- H. The abandonment of 13th and 14th streets are consistent with the goals, objectives, and policies of the City of Imperial's General Plan.

PASSED, APPROVED AND ADOPTED this 6th day of January 2021.

Karin Eugenio, Mayor

ATTEST:

City Clerk

EXHIBIT "A"
RIGHT OF WAY ABANDONMENT
LEGAL DESCRIPTION

A PORTION OF FOURTEENTH STREET OF DEDICATION OF PARK ADDITION TO THE TOWN OF IMPERIAL MAP, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 18, ON FILE IN BOOK 1, PAGE 16 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 4 OF SAID MAP 18;
THENCE NORTH 80 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF BLOCK 3 OF SAID MAP 18;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6, 150 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE SOUTH 80 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, 150 FEET TO THE POINT OF BEGINNING.

THE ABOVE LAND DESCRIBED AREA CONTAINS 12,000 SQ. FT. (0.28 ACRES MORE OR LESS).

SHOWN ON EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



EXHIBIT "B"
RIGHT OF WAY ABANDONMENT
LEGAL DESCRIPTION

A PORTION OF THIRTEENTH STREET OF DEDICATION OF PARK ADDITION TO THE TOWN OF IMPERIAL MAP, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 18, ON FILE IN BOOK 1, PAGE 16 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 9 OF SAID MAP 18;
THENCE NORTH 80 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF BLOCK 4 OF SAID MAP 18;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6, 150 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE SOUTH 80 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, 150 FEET TO THE POINT OF BEGINNING.

THE ABOVE LAND DESCRIBED AREA CONTAINS 12,000 SQ. FT. (0.28 ACRES MORE OR LESS).

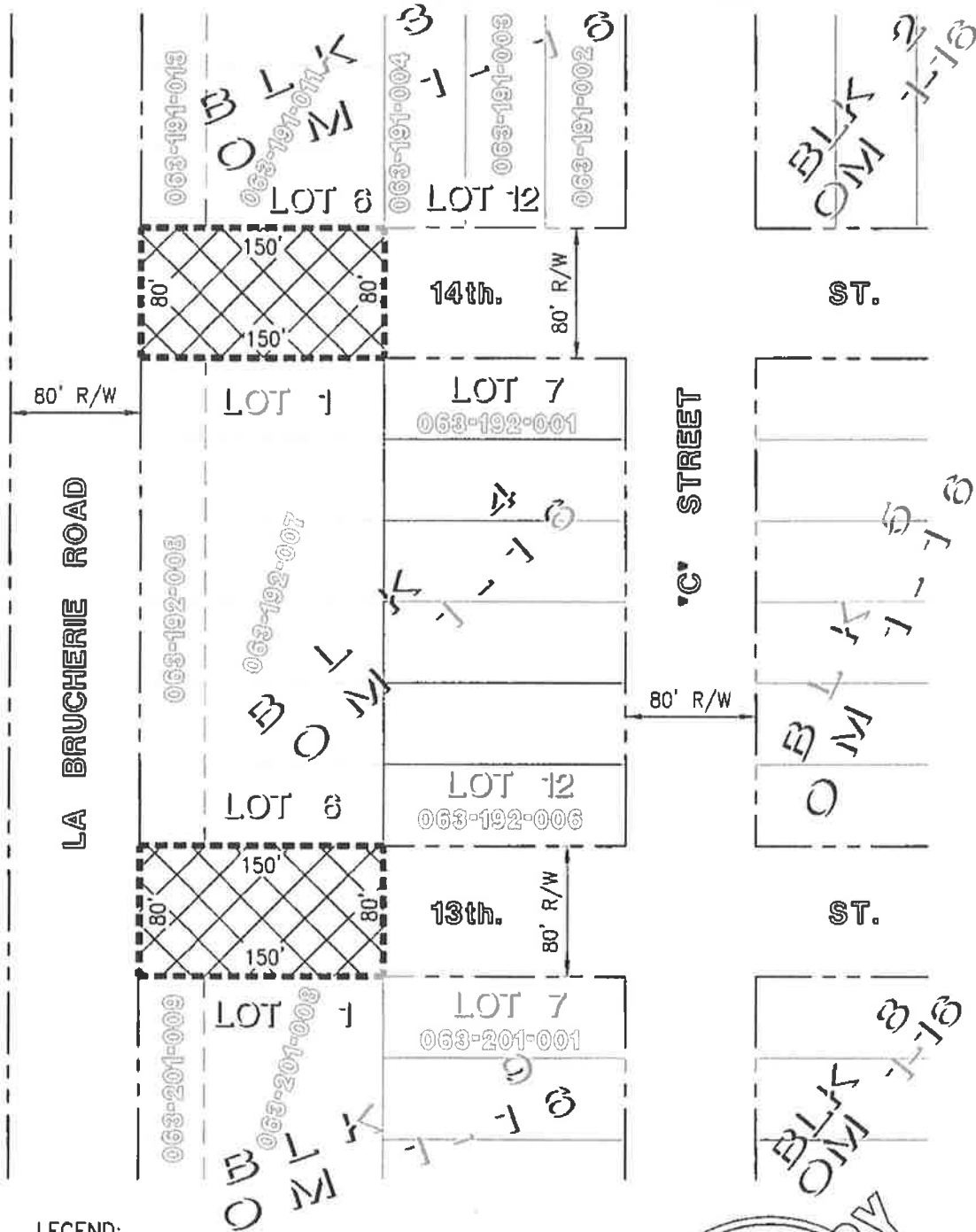
SHOWN ON EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



EXHIBIT "C"

RIGHT OF WAY ABANDONMENT PLAT

SHEET 1 OF 1



SCALE: 1"=100'

LEGEND:



AREA TO BE
ABANDONED

RIGHT OF WAY WIDTH PER MAP
NO.18, ON FILE IN THE OFFICE OF
COUNTY RECORDER OF IMPERIAL
COUNTY (OM 1-16)

--- RIGHT OF WAY LINE



Agenda Item No. G-1

DATE SUBMITTED 12/29/2020
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 01/06/2021

COUNCIL ACTION ☒
 PUBLIC HEARING REQUIRED ☐
 RESOLUTION ☐
 ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS 3

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Change Order Electrical Building 1. Discuss needed Electric Building for Wastewater MBR Plant				
DEPARTMENT INVOLVED: Public Services – Waste Water				
BACKGROUND/SUMMARY: Change order is due to the relocation of electrical equipment to separate building with less contamination levels. Currently, they are in the influent building that is a highly corrosive area that can deteriorate equipment due to gasses in the air. The new building will be around cleaner air with a scrubber installed to further protect electrical components.				
FISCAL IMPACT: \$ 186,515.00 - WW Bond, Contingency Funds	FINANCE INITIALS _____			
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>GRS</u>			
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OTEN</u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

W. M. Lyles Co.
42142 Roick Drive
Temecula, CA 92590

Date: 16-Dec-20

WML PCO Reference #: 18
EADOC Reference #: 17

Attention: Reed Chilton

JOB LOCATION: 55.1184 City of Imperial WWTP Upgrades Project

DESCRIPTION: New Electrical Building

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	New Electrical Building	LS	328	\$ 27,858.70	\$ 6,567.72	\$ 82,061.35	\$ 48,292.83	\$ 164,780.60
2	-	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3	-	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
4	-	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
5	-	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
6	-	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			328	\$ 27,858.70	\$ 6,567.72	\$ 82,061.35	\$ 48,292.83	\$ 164,780.60

Subtotal	\$	164,780.60
Mark-up - Labor	15%	\$ 4,178.80
Mark-up - Equipment	15%	\$ 985.16
Mark-up - Materials	15%	\$ 12,309.20
Mark-up - Subcontractor	5%	\$ 2,414.64
Bond	1.0%	\$ 1,846.68
Total This Change Order	\$	186,515.00

Comments:

55.1184 City of Imperial WWTP Upgrades Project

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Cement Mason		
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT
OverExc/Recompact	4			4			4											
Excavation & Fine Grade	5			8			8											
Form & Strip Concrete Slab										24		48						
Place & Finish Concrete Slab				8						4		18				8		
Backfill Concrete Slab	4			4			4											
Excavate for Underground Electrical	24			24			24											
Place Concrete/Slurry for Underground Electrical	8			18														
Backfill Underground Electrical	8			8			8											
Install Metal Building							4			24		48						
IPS Demo Credit	(12)			(12)														
	44	0	0	80	0	0	52	0	0	52	0	0	112	0	0	8	0	0

Name	Rate			Hours			Extension
	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$80.34	\$107.10	\$134.03	44	0	0	\$3,535.13
Lab Pipe	\$77.73	\$103.27	\$128.78	80	0	0	\$4,863.67
Operator	\$98.87	\$131.84	\$165.00	52	0	0	\$5,130.87
Carp FM	\$87.32	\$117.01	\$148.48	52	0	0	\$4,540.83
Carp	\$83.44	\$112.07	\$140.71	112	0	0	\$9,345.22
Cement Mason	\$80.42	\$105.80	\$130.78	8	0	0	\$643.38
0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00
0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00
0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00
				328	0	0	
Total Labor =							\$27,868.70

B. Equipment

Description	17.244	30.051	32.032	17.255	31.018		
OverExc/Recompact	4		4				
Excavation & Fine Grade	8		8				
Form & Strip Concrete Slab			8	24			
Place & Finish Concrete Slab			8	4			
Backfill Concrete Slab	4		4				
Excavate for Underground Electrical	24		24				
Place Concrete/Slurry for Underground Electrical	8						
Backfill Underground Electrical	8		8				
Install Metal Building	24		12		4		
IPS Demo Credit	(12)		(8)				
	68	48	20	28	4	0	0

Number	Description	Rate	Hours	Extension
17.244	1/2 Ton PickupChevy1500 LS Crew	\$31.00	68	\$2,108.00
30.051	Loader BackhoeJohn Deere410L	\$68.49	48	\$3,287.62
32.032	ReachliftJLG1043	\$58.81	20	\$1,176.20
17.255	1/2 Ton PickupFordF150 Ext Cab	\$31.00	28	\$868.00
31.018	Hydro CraneTerexRT100 - 60 Ton	\$183.87	4	\$814.88
0	#N/A	#N/A	0	#N/A
0	#N/A	#N/A	0	#N/A
0	#N/A	#N/A	0	#N/A
0	#N/A	#N/A	0	#N/A
0	#N/A	#N/A	0	#N/A
			108	
Total Equipment =				\$6,657.72

C. Materials

	Quantity	Unit	Price	Extension
Concrete Material - Slab	23	CY	\$ 150.00	\$3,450.00
Form Material	1	LS	\$ 1,000.00	\$1,000.00
Encasement Material - Concrete	21	CY	\$ 150.00	\$3,150.00
Encasement Material - Rebar	21	CY	\$ 150.00	\$3,150.00
Parkline Building	1	LS	\$ 81,732.67	\$81,732.67
Anchors	1	LS	\$ 1,200.00	\$1,200.00
Spreader Bar Rental	1	LS	\$ 750.00	\$750.00
Small Tools & Supplies	328	MH	\$ 3.00	\$984.00
				\$0.00
Tax	7.750%			\$5,844.78
Freight				\$800.00
Total Material =				\$92,081.35

D. Subcontractor

	Quantity	Unit	Price	Extension
CMC - Rebar	1	LS	\$3,507.00	\$3,507.00
RICCO - HVAC (Credit)	1	LS	-\$13,100.00	-\$13,100.00
Electrical - Southern	1	LS	\$57,885.83	\$57,885.83
	1	LS	\$0.00	\$0.00
	1	LS	\$0.00	\$0.00
	1	LS	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Subcontract =				\$48,292.83



Southern Contracting Company
P.O. Box 445 San Marcos, CA 92079-0445
Tel 760-744-0760 Fax 760-744-6475
website: www.southerncontracting.com
email: info@southerncontracting.com

Change Order Request

104341 — Imperial WWTP Upgrades

COR Subject: COR#012 Option 2

To Brian Case
W.M. Lyles Co.
1210 W. Olive Avenue
Fresno, CA 93728
559-441-1900
559-487-7949 (FAX)

COR Number: 104341-COR#012
Opt2
COR Revision Number: 0
COR Date: 12/15/2020
Work Type: Price / Do Not Proceed
Other Reference No: Option 2
Days Valid: 5

Return To Dan Alcantar
Southern Contracting Company
760-744-0760x621
619-778-0681
DAlcantar@southerncontracting.com

Scope Of Work / Time Extension Request

The work associated with added scope as listed in Influent Pump Station Redesign Option 2 Electrical Building is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered.

Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$57,885.83

Scope of Work is as follows:

Conduit changes as shown on drawings CE-01, CE-02, CE-03 including conduit and wire.

Add electrical work for new electrical building shown on LE-01A including lighting, devices, grounding. We will not provide the T stat or the cable for the T stat as these items are not specified on the drawings.

Add PB-13

Add LCP-H-1708

Wire terminations included.

Exclusions: Electrical Building Thermostat H1751, Cable for Thermostat in conduit C1750, Programming, SCADA Functionality, Surface restoration, digging, backfill, concrete, dry pack, Sand, Gravel, Core holes, paint, Overtime.

Change in time: 20 work days

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Summary

Total: **\$57,885.83**

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:



Daniel Alcantar
PM

Dated: 12/15/2020

Bid Summary Report

104341 Imperial CO Estimator: Dan Alcantar

Job #2484

Job Name: 104341 Imperial CO

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#012 Option 2 Add	\$7,776.72	100.00%	\$7,776.72	333.72	100.00%	333.72

Top Sheet

Raw Cost	\$59,892.42	Sales per Month	\$0.00
Tax	\$602.70	Return per Month	\$0.00
Raw Cost with Tax	\$60,495.11	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$9,074.27	Square Feet	0.00
Total Return Amount	\$9,074.27	Job Months	0.00
Total Return %	12.92%	Hours per Week	0.00
Price	\$69,569.38	Workers per Day	0.00
Bond	\$650.47	Total Hours	333.72
Sell Price	\$70,219.85	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ()	\$0.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	Yes

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman	100.00%	333.72	\$82.78	\$0.00	0.00%	\$27,625.80
PM	2.40%	8.00	\$90.77	\$0.00	0.00%	\$726.16
Totals	102.40%	341.72	\$82.97	\$0.00	0.00%	\$28,351.76

Mark Ups

Mark Ups	OVERHEAD						PROFIT							
	Total			%			Amount			%			Amount	
Materials	\$7,776.72	+	0.00%				\$7,776.72	+	15.00%				\$8,943.23	
Labor	\$28,351.76	+	0.00%				\$28,351.76	+	15.00%				\$32,604.52	
Supplier Quotes	\$17,076.00	+	0.00%				\$17,076.00	+	15.00%				\$19,637.40	
SubContractors	\$0.00	+	0.00%				\$0.00	+	5.00%				\$0.00	

Bid Summary Report

104341 Imperial CO Estimator: Dan Alcantar

Job #2484

Direct Job Expense	\$6,687.94	+	0.00%	\$6,687.94	+	15.00%	\$7,691.13
Equipment Rental	\$0.00	+	0.00%	\$0.00	+	15.00%	\$0.00
Totals	\$59,892.42		0.00%	\$59,892.42		15.00%	\$68,876.28

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$7,776.72	7.75%	\$602.70
Labor	\$28,351.76	0.00%	\$0.00
Supplier Quotes	\$17,076.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
Total Tax:			\$602.70

Supplier Quotes

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
LP-IP1 / LP-IP2		Yes	\$2,775.00	1.00	\$2,775.00
Duct Spacers		Yes	\$63.00	12.00	\$756.00
Lighting Fixtures		Yes	\$2,215.00	1.00	\$2,215.00
LCP-H-1721		Yes	\$3,000.00	1.00	\$3,000.00
PB-13		Yes	\$8,330.00	1.00	\$8,330.00
Total:					\$17,076.00

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Job Truck	per hour	No	\$26.63	238.00	\$6,337.94
Office Equipment	lot	No	\$350.00	1.00	\$350.00
Total:					\$6,687.94

Job Name: 104341 Imperial CO
 Job Number: 2484
 Extension Name: COR#012 Option 2 Add

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined, Combined								
Cost Code: 010 - Conduity/Raceway								
1,134	3/4 GRC	45.00	\$240.03 C		\$108.01	7.54 C		29.39
1,149	3/4 GRC ELBOW	4.00	\$482.00 C		\$19.28	50.24 C		3.39
1,233	3/4 GRC COUPLING	10.00	\$142.40 C		\$14.24	7.54 C		2.01
1,883	3/4 HUB	6.00	\$388.00 C		\$23.28	43.96 C		0.75
2,156	3/4 GRC CHNL STRAP	10.00	\$107.43 C		\$10.74	3.77 C		2.64
2,442	3/8"x1" CAPSCREW	20.00	\$14.04 C		\$2.81	18.84 C		0.38
2,452	3/8" SADDLE WASHER	12.00	\$17.85 C		\$2.14	0.00 X		3.77
2,464	3/8" NUT	12.00	\$39.85 C		\$4.78	0.00 X		0.00
2,535	1 5/8 KINDORF-SLOTTED ZINC	40.00	\$250.00 C		\$100.00	13.82 C		0.00
2,542	KINDORF B911-3/8 SPRING NUT	25.00	\$721.72 C		\$180.43	6.28 C		5.53
2,558	KINDORF C105-1 GALV CON	5.00	\$860.16 C		\$43.01	3.77 C		1.57
2,701	3/4 GRC/PVC COATED	10.00	\$474.52 C		\$47.45	10.05 C		0.19
2,702	1 GRC/PVC COATED	5.00	\$614.33 C		\$30.72	12.56 C		1.00
2,716	1 GRC/PVC COUP	3.00	\$641.79 C		\$19.25	12.56 C		0.63
2,731	1 GRC/PVC ELBOW	2.00	\$2,017.25 C		\$40.34	81.64 C		0.38
2,808	1 GRC/PVC HUB	2.00	\$51.43 E		\$102.87	62.80 C		1.63
13,702	1 FD BOX 1 GANG	4.00	\$31.27 E		\$125.08	1.07 E		1.26
Cost Code: 020 - Wire/Cable					\$2,630.25			4.27
3	PULL LINE	1,000.00	\$36.70 M		\$36.70	6.28 M		103.34
4	16 TSP - SHIELDED CABLE BELDEN	180.00	\$720.00 M		\$129.60	12.56 M		6.28
43	14 THHN CU STRANDED	3,200.00	\$84.86 M		\$271.56	6.28 M		2.26
44	12 THHN CU STRANDED	760.00	\$130.18 M		\$98.93	7.54 M		20.10
46	8 THHN CU STRANDED	320.00	\$324.20 M		\$103.74	12.56 M		5.73
47	6 THHN CU STRANDED	880.00	\$554.23 M		\$487.72	15.07 M		4.02
48	4 THHN CU STRANDED	320.00	\$856.77 M		\$274.17	17.58 M		13.26
50	2 THHN CU STRANDED	480.00	\$1,343.37 M		\$644.82	22.61 M		5.63
749	CAT6E CABLE	80.00	\$950.00 M		\$76.00	3.14 C		10.85
4,149	14 GA TERMINATION	72.00	\$300.00 C		\$216.00	0.15 E		2.51
								10.85

Job Name: 104341 Imperial CO
 Job Number: 2484
 Extension Name: COR#012 Option 2 Add

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
4,150	12 GA TERMINATION	8.00	\$110.00	C	\$8.80	0.19 E		1.51
4,152	8 GA TERMINATION	2.00	\$110.00	C	\$2.20	0.31 E		0.63
4,154	4 GA TERMINATION	8.00	\$125.00	C	\$10.00	0.44 E		3.52
60,060	Wire Tag	90.00	\$3.00	E	\$270.00	0.18 E		16.20
Cost Code: 040 - Lighting								
10,355	GASKETED 1'X4'-SURF	3.00	\$0.00	Q	\$0.00	1.51 E		4.52
10,417	SEISMIC BRACE	4.00	\$20.00	E	\$80.00	0.82 E		3.27
10,603	WALL PACK 100W	2.00	\$0.00	Q	\$0.00	2.20 E		4.40
10,610	EXIT LIGHT WALL MTD.	2.00	\$0.00	Q	\$0.00	1.00 E		2.01
Cost Code: 050 - Wiring Devices								
13,028	3W TOGGLE SW, SPEC.	2.00	\$253.00	C	\$506	50.24 C		7.41
13,161	1G WP RECEPT PLATE	2.00	\$2,010.94	C	\$40.22	25.12 C		1.00
13,163	1G WP SWITCH PLATE	2.00	\$7.84	E	\$15.67	25.12 C		0.50
13,221	DPLX 20/3 GFCI	2.00	\$739.90	C	\$14.80	43.96 C		0.88
13,756	COVER, FS SWITCH 1G	2.00	\$7.28	E	\$14.56	1.00 E		2.01
13,757	COVER, FS DUPLEX 1G	2.00	\$7.28	E	\$14.56	1.26 E		2.51
Cost Code: 080 - Grounding Systems								
188	4/0 BARE CU STRANDED	180.00	\$3,633.16	M	\$653.97	62.80 M		35.67
13,991	3/4" X 10' GRND ROD,CU	2.00	\$4,715.00	C	\$94.30	2.51 E		11.30
14,021	GROUND WELL W/ COVER	2.00	\$70.00	E	\$140.00	1.88 E		5.02
14,044	CADWELD TO GRND ROD	2.00	\$18.00	E	\$36.00	1.76 E		3.77
14,046	CADWELD TO EQUIPMENT	4.00	\$18.00	E	\$72.00	1.76 E		3.52
14,050	#150 CADWELD SHOT	8.00	\$8.00	E	\$64.00	0.63 E		7.03
Cost Code: 110 - Underground								
3,230	3/4 PVC 40 (TRENCH)	260.00	\$55.41	C	\$144.07	4.71 C		5.02
3,231	1 PVC 40 (TRENCH)	290.00	\$88.09	C	\$255.45	5.02 C		137.44
3,232	1 1/4 PVC 40 (TRENCH)	15.00	\$133.49	C	\$20.02	5.21 C		12.25
3,233	1 1/2 PVC 40 (TRENCH)	225.00	\$142.76	C	\$321.22	5.34 C		14.57
3,234	2 PVC 40 (TRENCH)	610.00	\$170.06	C	\$1,037.38	5.65 C		0.78
3,238	4 PVC 40 (TRENCH)	160.00	\$465.61	C	\$744.98	6.91 C		12.01
								34.48
								11.05

Job Name: 104341 Imperial CO
 Job Number: 2484
 Extension Name: COR#012 Option 2 Add

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
3,259	3/4 PVC ELBOW - UG	3.00	\$275.62 C		\$8.27	37.68 C		1.13
3,260	1 PVC ELBOW - UG	5.00	\$417.47 C		\$20.87	43.96 C		2.20
3,261	1/4 PVC ELBOW - UG	3.00	\$483.62 C		\$14.51	50.24 C		1.51
3,262	1/2 PVC ELBOW - UG	8.00	\$572.48 C		\$45.80	62.80 C		5.02
3,263	2 PVC ELBOW - UG	7.00	\$596.50 C		\$41.75	81.64 C		5.71
3,267	4 PVC ELBOW - UG	2.00	\$4,563.55 C		\$91.27	188.40 C		3.77
3,284	1 PVC 40 LR ELBOW - TRENCH	3.00	\$700.00 C		\$21.00	43.96 C		1.32
3,286	1 1/2 PVC 40 LR ELBOW - TRENCH	1.00	\$910.00 C		\$9.10	62.80 C		0.63
3,287	2 PVC 40 LR ELBOW - TRENCH	5.00	\$962.50 C		\$48.13	81.64 C		4.08
3,290	4 PVC 40 LR ELBOW - TRENCH	2.00	\$3,850.00 C		\$77.00	188.40 C		3.77
3,494	1 PVC BELL END	4.00	\$168.50 C		\$6.74	20.10 C		0.80
3,496	1 1/2 PVC BELL END	4.00	\$192.85 C		\$7.71	25.12 C		1.00
3,497	2 PVC BELL END	14.00	\$235.97 C		\$33.04	28.89 C		4.04
3,501	4 PVC BELL END	4.00	\$388.05 C		\$15.52	50.24 C		2.01
3,530	1 PVC FEMALE ADPT	1.00	\$55.08 C		\$0.55	22.61 C		0.23
15,369	VAULT 6.6.4	1.00	\$0.00 Q		\$0.00	15.07 E		15.07
Cost Code: 120 - Fiber Optic								
737	12-S MM FIBER OPTIC CABLE JACKETED	100.00	\$0.63 E		\$62.50	25.12 M		2.51
Cost Code: 140-Instrumentation								
15,914	SM PANEL -F80	1.00	\$0.00 X		\$0.00	3.77 E		3.77
[Items and ByProducts] Total:					\$7,776.72			333.72

Bid Summary Report

104341 Imperial CO Estimator: Dan Alcantar

Job #2484

Job Name: 104341 Imperial CO

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#012 Option 2 Deduct	(\$6,320.21)	100.00%	(\$6,320.21)	-66.73	100.00%	-66.73

Top Sheet

Raw Cost	(\$11,844.20)	Sales per Month	\$0.00
Tax	(\$489.82)	Return per Month	\$0.00
Raw Cost with Tax	(\$12,334.02)	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	0.00
Price	(\$12,334.02)	Workers per Day	0.00
Bond	\$0.00	Total Hours	-66.73
Sell Price	(\$12,334.02)	Markup Sales Tax (Overhead)	No
Adjusted Sell ()	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman	100.00%	(66.73)	\$82.78	\$0.00	0.00%	(\$5,523.99)
Totals	100.00%	(66.73)	\$82.78	\$0.00	0.00%	(\$5,523.99)

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	(\$6,320.21)	+	0.00%	(\$6,320.21)	+	0.00%
Labor	(\$5,523.99)	+	0.00%	(\$5,523.99)	+	0.00%
Supplier Quotes	\$0.00	+	0.00%	\$0.00	+	0.00%
SubContractors	\$0.00	+	0.00%	\$0.00	+	0.00%
Direct Job Expense	\$0.00	+	0.00%	\$0.00	+	0.00%

Bid Summary Report

104341 Imperial CO Estimator: Dan Alcantar

Job #2484

Equipment Rental	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00
Totals	(\$11,844.20)		0.00%	(\$11,844.20)		0.00%	(\$11,844.20)

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	(\$6,320.21)	7.75%	(\$489.82)
Labor	(\$5,523.99)	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	(\$489.82)

Material Filter: <None>
Report: COR - 2

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined:								
Cost Code: 010 - Conduit/Raceway								
1,134	3/4 GRC	-110.00	\$240.03	C	(\$6,320.21)			-66.73
1,135	1 GRC	-50.00	\$343.78	C	(\$499.46)	7.54	C	-17.52
1,149	3/4 GRC ELBOW	-6.00	\$482.00	C	(\$264.04)	8.79	C	-8.29
1,883	3/4 HUB	-2.00	\$388.00	C	(\$171.89)	50.24	C	-4.44
2,156	3/4 GRC CHNL STRAP	-25.00	\$107.43	C	(\$28.92)	43.96	C	-3.01
Cost Code: 020 - Wire/Cable								
5	16 TSP - SHIELDED CABLE STD	-160.00	\$300.00	M	(\$7.76)	3.77	C	-0.88
43	14 THHN CU STRANDED	-150.00	\$84.86	M	(\$26.86)			-0.94
44	12 THHN CU STRANDED	-200.00	\$130.18	M	(\$5,789.50)			-47.95
47	6 THHN CU STRANDED	-45.00	\$554.23	M	(\$48.00)	12.56	M	-2.01
51	1 THHN CU STRANDED	-180.00	\$1,736.88	M	(\$12.73)	6.28	M	-0.94
54	3/0 THHN CU STRANDED	-135.00	\$3,276.29	M	(\$26.04)	7.54	M	-1.51
60	500 THHN CU STRANDED	-540.00	\$8,954.92	M	(\$24.94)	15.07	M	-0.68
749	CAT6E CABLE	-40.00	\$950.00	M	(\$312.64)	25.12	M	-4.52
750	CAT6 TERMINATION	-2.00	\$6.60	E	(\$442.30)	32.66	M	-4.41
60,060	Wire Tag	-12.00	\$3.00	E	(\$4,835.66)	55.26	M	-29.84
Cost Code: 120 - Fiber Optic								
737	12-S MM FIBER OPTIC CABLE JACKETED	-50.00	\$0.63	E	(\$38.00)	3.14	C	-1.26
[Items and ByProducts] Total:								
					(\$13.20)	0.31	E	-0.63
					(\$36.00)	0.18	E	-2.16
					(\$31.25)			-1.26
					(\$31.25)	25.12	M	-1.26
					(\$6,320.21)			-66.73

Specialists in Industrial Building Applications

Parkline

5235 Delaney Road, Hitchcock, TX 77363

Mailing address: P.O. Box 128, Hitchcock, TX 77563

Ph: 409-935-5743 Fax: 409-938-4189

www.parkline.com

12/4/2020

W.M. Lyles Co.

42142 Roick Dr.

Temecula CA 92590

Attention: Matt Cain

Reference: Parkline Industries, Inc. Quotation No. 10001

RFQ# Imperial California - Electrical Building

Total: \$61,732.57

We are pleased to offer the following quotation for your consideration:

Item	Qty	Description	Amount
1	(1)	Industrial Shelter - Galvanized 12'(W) x 24'(L) x 10'(IH)	\$49,714.59

Notes:

(Freight Cost Not Included In Price)

Estimated Shipping at the Time of Quotation to Imperial, CA: Add \$8,852.11 To Total Noted Above.

Pricing Above Includes All Features As Itemized On The Following Pages, Unless Otherwise Noted Or Requested. Please Refer To The Attachments For Itemized Shelter, Accessory, And Electrical Specifications, Quotation Notes, Milestone Payment Terms (If Applicable) And Terms And Conditions Of Sale, Which Are All Integral Parts Of This Quotation.

Important Notice Regarding Covid-19 And This Quotation:

Parkline Recognizes That Costs And Schedules Are Vital Elements To Your Selection Of Your Supplier For This Project. We Take These Promises Very Seriously And Have A Track Record Of Consistency In Both Areas. Due To The Constantly Changing Events Involving The Covid-19 Pandemic, We Reserve The Right To A Schedule Extension Arising From, Or Related To, Any Covid-19 Shutdowns, Labor Disruptions And/Or Other Business Interruptions. Neither Party Is Responsible For Any Delay Or Damages Associated From Such A Delay While Performing Under Any Resulting Purchase Order To The Extent The Delay Is Caused By The Covid - 19 Related Events. In The Event Of Associated Volatility In Costs From The Time Of This Quotation, We Reserve The Right To Adjust Prices Based On The Costs At The Time Of Purchase Order Or Actual Project Execution And Will Provide The Necessary Details For Your Use.

For Your Reference, Parkline Is Following Cdc Guidelines And Local Legislation As An Essential Business Including; Our Office Employees Are Working From Home And Factory Employees Are Following Hygiene, Social Distancing And Cleaning Protocols. We Are Taking These Steps Seriously To Protect Our Employees, Your Projects And Your Employees That We May Come In Contact With During The Execution Of Those Projects. The Senior Leadership Team Is Monitoring Our Actions And Changes In This Pandemic Daily.

We Will Provide You With Prompt Notice Of Any Disruptions And Resulting Impact Which Will Also Be Classified As A Force Majeure Event. We Value Your Business And In The Event A Disruption Should Occur, We Promise To Do Our Best To Provide Prompt Communications And To Work Together To Consider All Possible Solutions That Are Considered Safe For The People Working Together To Deliver These Projects For You And Your End Customers

See Our Standard Terms And Conditions Of Sale, As Attached

We Appreciate The Opportunity To Submit A Quotation For Your Shelter Application. If You Have Any Questions, Or Require Further Information, Please Refer To The Contact Information Provided In The Notes Below.

Sincerely,

Billy May

Senior Application Specialist

Itemized Shelter Specifications - Galvanized

Quote Number: 10001

Client: W.M. Lyles Co.

Date: 12/04/2020

Design Requirements:

Energy Code: IECC - Title 24, CA
Design Code: IBC - 2018
End Destination: Imperial, CA
Wind Speed: 120 MPH
Risk Category: III
Exposure: C

Base Specifications:

Base Style: Open Base
Base Size: 12' Wide Exterior x 24' Long Exterior
Major Frame Member Size: 6" x 3" x 3/16" Tubing
Frame Member Material: Carbon Steel
Base Finish: .3-.5 mil Primer Undercoat, 1.5-3 mil White Trim
Lifting Provisions: 20K Top Lifting System
Foundation: Shelter Designed to sit on Customer Supplied Skid

Wall & Roof Specifications:

Shelter Style: Modular
Roof Style: Shed: 1-1/2" on 12"
Wall Size: 10' Interior Ceiling Height x 12' Wide Exterior x 24' Long Exterior
Wall Material: 18 Gauge G90 Galvanized Interlocking Panels
Roof Material: 16 Gauge G90 Galvanized Interlocking Panels
Ceiling Material: 12 Gauge G90 Galvanized Interlocking Panels
Interior Wall Liner Style: 18 Gauge G90 Galvanized Flat Panel
Wall Insulation: Fiberglass Batt Insulation (R-13 Rating) & 1-1/2" RMAX Foam Board (FSR<25) (R-9.6 Rating)
Roof Insulation: Fiberglass Batt Insulation (R-39 Rating)
Interior Finish: .3-.5 mil Primer Coat & 2-4 mil White Polyurethane Final Coat
Exterior Finish: Seam Caulk Sealant with .3 - .5 mil Primer Coat & 2-4 mil TBD Polyurethane Final Coat
Roof Trim: Splash Trim
Roof Trim Finish: .3-.5 mil Primer Coat & 2-4 mil TBD Polyurethane Final Coat
Roof Coating: Elastomeric Finish Coat

Door Specifications:

Door Style: Single Hung, Outward Opening
Door Size: 3'W x 8'H (Qty. 2)
Door Material: 18 Gauge Galvanized Flat Panel
Door Jamb: 16 Gauge Galvanized Steel Factory Jambs
Window: 10" x 10" Polycarbonate Glass (Qty. 2)
Door Trim: Adjustable Vinyl Neoprene Gasket on Aluminum Frame
Threshold: Aluminum Step Plate (Qty. 2)
Door Closure & Stop: Pneumatic Actuator with Hold Open Device (Qty. 2)
Panic Bar: Aluminum Push Pad with Lever Style Lockset & Two (2) Keys (Qty. 2)
Door Insulation: Polyurethane Core (R-11 Rating)
Interior Door Finish: .3-.5 mil Primer Coat & 2-4 mil White Polyurethane Coat
Exterior Door Finish: .3-.5 mil Primer Coat & 2-4 mil TBD Polyurethane Coat

Shelter Accessories:

(2) 2-Hole Ground Pads
(1 Pair) A/C Cut-Outs
(1) 3 Ton BARD / Buckeye Gray/ Pleated / BLA - 208-230/1
(16 Feet) HVAC Duct Work
(1) (CA) State Label with Third Party Inspection
(1 Set) (CA) PE Stamp Structural Cad Drawings with Shelter Analysis Package

General Clarifications & Exceptions

Quote Number: 10001

Client: W.M. Lyles Co.

Date: 12/04/2020

1. All structural designs are based on estimated weights and placement of customer supplied equipment and/or information provided by Buyer regarding the weights and placement of equipment to be installed by Buyer or its subcontractor in building after completion. Should final equipment weights or placement of equipment differ from those provided at time of quotation, any necessary changes to the structurally supporting members and/or components of the building, base or accessories required to accommodate the support of the equipment during lift, transport or use shall be at buyers expense by change order.
2. Weights, sizes and material thicknesses to be verified at the time of project engineering and may be subject to change without regard to stated quotation validity. If materials listed in quotation are based on client's supplied designs, such design is subject to evaluation and verification by Professional Engineer. Should changes to the actual material sizes and/or supports be required based on such analysis, materials, pricing and availability may be subject to change at client's expense via change order.
3. Insulation values listed on quotation are for estimating purposes only. Actual insulation values and materials shall be determined at time of order and upon receipt of all information required to determine actual insulation needs in accordance with applicable IECC code. Some insulation values may affect final wall, ceiling and base depths/thicknesses. Insulations that may be listed as "per specification" shall be subject to verification at time of order. Any changes to insulation materials or values or to building design required as a result of information not disclosed at time of quotation shall be at buyers expense by change order.
4. Parkline's quotation includes only those items listed on the cover page and in the detailed pages of this quotation. The addition of any items not listed will be at client's expense by change order.
5. Parkline takes exception to and shall not be liable for Liquidated Damages.
6. All Permits and fees are by others, unless specifically listed on the detail pages of this quotation.
7. Accessory locations must be provided to Parkline upon order placement.
8. Where Parkline's quotation includes HVAC unit(s), Parkline makes the following sizing disclaimer:
The Heating, ventilation and cooling capacities of all HVAC units has been either specified by the buyer or recommended by Parkline as a complimentary service based on customer supplied information which may or may not be expressed in full by either party. By acceptance of this quotation and/or placement of any subsequent orders for the items included in this quotation, the buyer therefore holds Parkline harmless for the sizing and acknowledges our recommendation to consult a licensed HVAC engineer to independently verify said capacities in consideration of all heat loads, climate conditions and insulation properties of the building or enclosures to be heated, ventilated and/or cooled.
9. Where applicable, any equipment to be installed, mounted and/or wired by Parkline personnel shall be completed per the manufacturer's recommendations.
10. Where applicable, any electrical wiring, installation, clearances, terminations, etc. shall be per NEC requirements regardless of any provided specification or request to any other referenced standard. Parkline summarily takes exception to any requirement, reference or request for completion of the previously noted services to any code other than NEC and its various referenced sections and/or documents.
11. Where Parkline's quotation includes building pressurization (via stand-alone unit or HVAC system with incorporated Pressurization system) designed to meet NFPA 496 requirements; Per the NFPA 496, Power to Pressurization unit disconnect MUST come from a separate isolated power source.
12. Unless otherwise stated, all coating applications shall be to the applicable Parkline standard paint/coating specification procedure. Should project require adherence to alternate coating specification, please consult factory to confirm capabilities and any cost or lead time impacts that may be applicable prior to order placement.

Professional Engineering Breakdown

Quote Number: 10001
Client: W.M. Lyles Co.
Date: 12/04/2020

Main Parkline Shelter Analysis Package

TASK:

Establish loading & design criteria per the appropriate codes.
Analyze base assembly, lifting lugs, awnings, & enclosure.

Verify global behavior of structure; roof diaphragm, shear walls, connections.
Check of calculations.
Stamp Drawings & Calculations Package.

State of CA

TASK:

(CA) State Label with Third Party Inspection

Pricing for PE Is Included In Total Pricing Unless Specifically Noted on Itemized Breakdown Page.

Options for Professional Engineering Breakdown

Anchor Reactions

TASK:

Based upon previous calculated loads, & the global behavior of the shelter, determine the reactions in the anchoring locations for all load cases.
Create a table & diagram summarizing all load case reactions.

Subtotal: \$ 954.11

Anchor Bolt Recommendations (Seismic Regions)

TASK:

Design anchorage for all applied loads.

Note: Anchor Reaction calculations (above) required if anchor bolt recommendations are needed

Subtotal: \$ 1080.00

Anchor Bolt Recommendations (Non-Seismic Regions)

TASK:

Design anchorage for all applied loads.

Note: Anchor Reaction calculations (above) required if anchor bolt recommendations are needed

Subtotal: \$ 421.18

Lift Plan & Center of Gravity Calculations

TASK:

Calculate Center of Gravity for shelter.

Provide lifting recommendations regarding sling capacities, lifting equipment, spreader bar size, & connection details.

Subtotal: \$ 1,131.76

Pricing for PE Options Not Included in Total Pricing Unless Specifically Noted on Itemized Breakdown Page.

Engineering main package and options are based per each size building offered or if building size is the same with different equipment layouts, these must be ordered per each

Quotation Notes

Quote Number: 10001

Client: W.M. Lyles Co.

Date: 12/04/2020

The following quotation notes shall become a binding contract between Parkline and the Client upon Parkline's acceptance of a purchase order, or commencing performance of a purchase order, whichever comes first. Quotation and Quotation Notes are made a part of this proposal. This documentation shall become part of an entire agreement between the parties, and all prior written or verbal commitments pertaining to any resulting purchase order are superseded herein. Parkline hereby accepts the expressed terms of the Client's Inquiry, except as otherwise herein expressed or in addition to the following terms:

1. All Credit Terms are negotiable and subject to approval at time of Order, regardless of previous order history. Credit limits may be applied in certain circumstances, which may affect continuation of work in progress and balance due prior to shipment. Standard Approved Credit Terms include Milestone Payments, typically 20% down, 30% on receipt of materials, 50% on completion. Percentages and Net Terms subject to change on a quote-by-quote basis. See Preferred Milestone Payment Terms page of this quotation for details.
2. Method of Payment: Check, ACH Transfer
3. Validity: Quotation is valid for (30) days from date of issue. Pricing listed on quotation is based on current Major Material Cost and may be subject to change.
4. Estimated Availability at time of quotation is as follows and is subject to verification at time of order placement. If specific delivery date is required date of estimated order placement information must be provided at time of schedule request:
 - 3 Weeks ARO for Initial drawing package submittal
 - 1 Week for client review and return of approved drawing package (1 iteration of comments included)
 - 2 Weeks for PE Calculation and Stamping of approved drawings (if purchased)
 - 8-10 Weeks for State Label Plan Approval, Major Material Order and Receipt and Fabrication and Integration of any selected components (negotiable) *Plan approval as required based on final destination of building.
 - 1 Week for client inspection / FAT (if required)

Notes:

Improvements will be made to the above schedule whenever possible to improve the overall availability.

For expediting options to improve delivery, please contact factory.

The above availability schedule is based on Parkline's order receipt within 5 business days, compliance with all noted Approval drawing and PE Stamps and Calculation times. Engineering approval time frames may vary as listed below, see 10.b. Parkline reserves the right to convey and express the availability of the product. Lead time is also based upon Parkline's receipt of the final article required from the customer including but not limited to, approval for construction drawings, change order authorization, and/or customer furnished equipment. Although initially projected completion date may not be affected by delayed receipt of said articles, receipt date shall serve as the starting date to determine latest acceptable date of project completion. Contact Factory at time of order for negotiation of confirmation and or revision to estimated availability. Multiple revisions to the drawing package may also affect estimated availability times based on current production loads, please consult factory at time of drawing approval if revisions were required.

5. Estimated shipping weight: 9,000 LBS
6. Estimated shipping dimensions for each unit: 12'6"(W) X 25'(L) X 11'4"(H)
7. INCOTERMS: FCA Shipping Point/Factory
8. Freight Terms: Prepaid and Added to Final Invoice unless freight arranged by Buyer.
9. Except as may otherwise be provided or noted, the sales price shall not include sales, use, excise, import/export duties, tariffs, freight, etc.
10. No documents including CAD or Engineering services will be provided by Parkline, unless Included in quotation.
 - a) Parkline's Estimated "standard" shelter drawing package completion for issuance at time of quotation shall be provided to customer (2-3) weeks after acceptance of order and shall consist of an Initial set of drawings as follows:

* Skid Detail	* Electrical Distribution (if required)
* Plan View	* Piping and Tubing Details (if required)
* Interior and Exterior Elevations	
 - *** This drawing package is issued "For Approval" to the customer and estimated availability times noted above are based upon customer's approval and return of the drawings within 5 business days of receipt. The estimated schedule only includes the 5 day review and 1 iteration of drawing comments, drawings must be returned as "approved" or "approved as noted". If drawings are returned "revise and resubmit" the estimated schedule will be impacted. If more time is required please contact the factory. If PE Stamped Drawings and/or Calculations are Included in the bid package and subsequent purchase order, Parkline and their contracted Engineering Services shall be responsible for all engineering of the enclosure to the noted or customer provided design specifications. The buyer shall be responsible for the approval of the final design layout of the enclosure prior to Parkline's submittal of the designs to the Professional Engineering firm(s). Upon completion of this process, any reissue of drawings may result in additional charges, \$150.00 - \$350.00. Upon completion of the project, a final set of "As-Built" drawings shall be issued to the customer within (3) weeks of Shipment.
 - b) Engineering certification requirements / calculations - if required shall add no more than an additional two to four (2-4) weeks to the delivery of drawing package and shall consist of the following:

Quotation Notes

Quote Number: 10001

Client: W.M. Lyles Co.

Date: 12/04/2020

*** Loading**

- Wind Loads
- Seismic Loads
- Lifting Loads
- Dead Loads
- Live Loads
- Rain Loads
- Snow Loads

*** Base Assembly Analysis**

- Perimeter Member Verifications
 - **Lifting Loads
 - **Resting Position for Dead, Live Seismic Loads
- Minor Frame Member Analysis
 - **Dead and Live Loads
- Floor Panel Analysis
 - **Dead and Live Loads
- Connection Analysis
- Lifting Extension Analysis
 - **Extension
 - **Bolts

*** Wall Analysis**

- for Bending and Compression due to Seismic, Wind, Snow, Rain, Dead and Live Loads
- Connections

*** Roof Analysis**

- for Bending and Compression due to Seismic, Wind, Snow, Rain, Dead and Live Loads
- Connections

*** Additional Options Not Included in Standard PE Stamp Cost**

- Anchoring Locations
- Lifting Analysis

*** Upon completion of this process, any reissue of calculations or additional requirements may result in additional charges, \$500.00 - \$1,500.00. Upon completion of the project, a final set of "As-Built" Drawings and Calculations shall be issued to the customer, typically within (2) weeks of shipment.

11. Parkline has strict guidelines that stipulate which raw material origins are acceptable for all material supplied to Parkline. Acceptable origins of such materials are as follows; Any deviations must be authorized prior to order placement.

* Argentina	* Germany	* South Korea
* Australia	* Italy	* Spain
* Austria	* Japan	* Sweden
* Belgium	* Luxembourg	* Switzerland
* Brazil	* Liechtenstein	* Turkey
* Canada	* Mexico	* Venezuela
* Denmark	* Netherlands	* United Kingdom
* Finland	* Norway	* United States
* France	* South Africa	

Quotation Notes

Quote Number: 10001

Client: W.M. Lyles Co.

Date: 12/04/2020

- 11a. Due to the limited availability of aluminum material from the countries noted in section 11 above, Parkline will accept aluminum material from China until such time as the material becomes more widely available from the countries previously noted as acceptable origins for material.
12. Client check-out or waiver is required within seven (7) working days after notification of project completion.
13. Inspection: If testing and/or inspection is required by Client, notice of the requirement must be given at time of order placement. Parkline shall submit seven (7) days notice, prior to scheduling required test and/or inspection.
14. Accessory/Equipment Warranty - All accessories and equipment purchased by Parkline are subject only to the manufacturer's warranty. Parkline's standard warranty covers the workmanship of the installation. Parkline shall assist in obtaining warranty information from the manufacture, regarding accessory equipment, if a failure or defect is reported within thirty (30) days from date of shipment. Parkline's standard warranty does not include any accessories or equipment damaged due to incorrect installation, plumbing, piping or wiring by others.
15. Any change and/or addition to the project, following acceptance of the purchase order, may result in additional charges and/or delays in product availability.
16. Parkline, Inc. reserves the right to produce photographic images of Parkline manufactured products and utilize them for purposes of advertising and promotion of our services.

Limited Warranty - The seller warrants all products to be free from defects on Workmanship or

- a) **Product Warranties - Parkline shelters are warranted for a period of five (5) years against premature corrosion, finish degradation and defects in materials, parts and craftsmanship. Warranties cover all parts and labor required for repair, in the unlikely event of a confirmed failure.**
- b) **Mechanical integrity Limited Warranty - Warranty shall not apply unless a Parkline Service Technician is consulted or permitted to be onsite to ensure proper repair or replacement of unit.**
- c) **Accessory/Equipment Limited Warranty - All accessories and equipment, purchased by Parkline are subject only to the Manufacturer's Warranty and covers the workmanship of the installation.**

Quotation Notes

Quote Number: 10001
Client: W.M. Lyles Co.
Date: 12/04/2020

Preferred Milestone Payment Terms

Negotiable Payment Terms, pending credit approval, are preferred as follows
Please contact your Parkline Sales Associate for more information

Initial Invoice:

20% of Purchase Order total, due 10 days from date of invoice or prior to shipment, whichever occurs first.
- Invoice will be issued upon Parkline's receipt of Purchase Order per building.

Major Materials Invoice:

30% of Purchase Order total, due 10 days from date of invoice or prior to shipment, whichever occurs first.
- Invoice will be issued upon Parkline's receipt of Major Structural Materials per building.

Project Completion Invoice:

50% of Purchase Order total, due net 30 days from date of invoice.
- Invoice will be Issued upon Parkline's completion of project construction per building.

Orders exceeding \$100,000.00 may be subject to alternate payment terms.
Please consult factory.

Terms of Project Completion Invoice(s):

1. Project completion shall be indicated and confirmed by Client's acceptance of finished products by signature of on-site inspection form, or by signature of inspection waiver form, or electronic mail from Client to the same effect, at the sole discretion of Client. All Project Completion Invoices shall be issued to the Client's Accounts Payables Department with a signed on-site inspection or inspection waiver form to confirm invoice validity.
2. Project Completion Invoices shall be incurred upon each shipment of finished products for completed portions of the project, and shall include charges for all pre-approved handling charges, crating and freight, as incurred at time of shipment. Subsequent Invoices for freight charges may be issued with the same payment terms as Project Completion Invoices. Orders that require multiple shipments may incur multiple Project Completion Invoices, each due within the terms specified above.
3. All shipping will be best way, FCA. Sellers facility in Hitchcock, Texas, USA unless otherwise noted or agreed. All freight charges will be pre-paid and added to each Project Completion Invoice Incurred, unless the Client specifies alternative shipment and freight payment terms in advance of project shipment(s).
4. All initial and major material milestone payment invoices must be paid in full prior to completion of construction and/or product shipment, regardless of the Net terms of the invoice. Failure to remit payment for initial and major material milestone payment invoices prior to completion of construction will result in a delay in shipment until such time as all payments have been remitted in the full amount.

Agenda Item No. G-3

DATE SUBMITTED

12/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/6/2021

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

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: TRAFFIC CONCERNS AT THE INTERSECTION OF MONTERREY PARK LANE AND BREWER ROAD 1. Placement and installation of a four (3) way stop sign at the intersection of Monterrey Park Lane and Brewer Road	
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT
BACKGROUND/SUMMARY: At a City Council meeting during reports, a council member requested an evaluation of the above referenced location, be conducted in order to formulate possible mitigation measures regarding the rising safety concerns. The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at this intersection. The ideal mitigation for the residents, is the placement of a three-way stop. Monterrey Park Ln. is controlled by stop sign while Brewer Rd. is uncontrolled. Sidewalks are provided at all approaches to the intersection, there are no marked crosswalks, and there are no parking restrictions at the approaches of the intersection. The item was reviewed by the Traffic Commission on November 25, 2020 and recommend the placement 50' red curb and No Parking signs on the south side of Brewer road. Please attached staff report for additional details. The potential funding sources are General Fund, Local Transportation, LTA Measure "D".	
FISCAL IMPACT: Please see mitigation measures costs outlined within the staff report	ADMIN SERVICES SIGN INITIALS _____
RECOMMENDATION: Traffic Commission recommended 50' red curb and No Parking south side of Brewer Road	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION: <i>approve traffic commission recommendation</i>	CITY MANAGER'S INITIALS <u>DXM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () REJECTED () DISAPPROVE () DEFERRED () REFERRED TO:	



Staff Report

To: City of Imperial Traffic Commission

From: Othon Mora

Date: December 29, 2020

Subject: Traffic Concerns at the intersection of Monterrey Park Lane and Brewer Road

Background:

At a City Council meeting during reports, a council member requested an evaluation of the above referenced location, be conducted in order to formulate possible mitigation measures regarding the rising safety concerns. The City of Imperial has received various concerns regarding pedestrian safety, speeding, and visibility from residents, at this intersection. The ideal mitigation for the residents, is the placement of a three-way stop.

Monterrey Park Ln. is controlled by stop sign while Brewer Rd. is uncontrolled. Sidewalks are provided at all approaches to the intersection, there are no marked crosswalks, and there are no parking restrictions at the approaches of the intersection. On July 8, 2020, the Traffic Commission recommended a 30' no parking red curb on the south side of Brewer to mitigate the sight visibility concerns at the intersection.

The item was reviewed by the Traffic Commission on July 22nd, 2020. The Commission requested staff additional information, including, other mitigation measures and cost estimate for review. On November 25, 2020 The Commission recommended a 50' no parking red curb and No Parking signs on the south side of Brewer to mitigate the sight visibility concerns at this intersection.

Analysis:

The Development Review Committee explored various traffic and safety mitigation measures regarding the intersection of Monterrey Park Lane and Brewer Road.

The following Development Review Committee members reviewed the item:

- Public Services Director, Jackie Loper
- Parks Superintendent, Tony Lopez
- Imperial County Fire Representative, Andrew Loper
- Community Development Director, Othon Mora
- Imperial Police Chief, Leonard Barra
- Planner, Lisa Tylenda

The Development Review Committee (DRC) has based the recommendation on the following guidelines from the “Manual on Uniform Traffic Control Devices (MUTCD)” as follows:

Based on the concerns expressed by residents, the placement of a three-way stop may provide and fulfill the sought-after traffic safety mitigation. the Development Review Committee (DRC) has based the recommendation on the following guidelines from the “Manual on Uniform Traffic Control Devices (MUTCD)” as follows:

Section 2B.04, “Right of Way at Intersections”, of the CA-MUTCD states that “In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches average more than 2,000 units per day
- The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary
- Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period
- Section 2B.07, “Multi-way Stop Application”, of the CA-MUTCD stipulates that multi way stops to be considered as an option on “Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.”
- YIELD or STOP signs should not be used for speed control.

Staff’s findings are as follows:

- The CA-MUTCD defines minimum requirements for traffic volumes, pedestrian volumes, and bicycle volumes to warrant an all-way stop controlled intersection. Based on field observations, the intersection of Monterey Park Lane and Brewer Road would

not meet these minimum volume requirements. Currently, there is not a recent traffic study available for the area.

- IPD provided traffic counts and speed survey at this intersection (Please see attached data). Days and times that data was obtained by IPD were the following:
 - October 26, 27 and 28, 2020 (twice a day)
 - 8:45am-9:15am
 - 4:45pm-5:15pm
- Utilizing the Statewide Incident Traffic Reporting System and the City's database, a review of the collision history at the intersection was conducted for a three-year period. Reports show that there have been 2 collisions (Property damage) and 1 citation or traffic violation have been reported.
- Based on field observations, there is limited "visibility" challenge at the intersection for drivers "stopping" on Monterey Park Lane going north and try to turn in either direction due to cars parking on Brewer Road.

Residents Comments:

- Staff received an email from a resident in the vicinity opposing placement of a stop sign. The resident's comments are as follows:
 - *I am against the placing of new stop signs in the city of Imperial, especially at the intersection of Brewer Road and Monterey Park Lane. I live in this area, north of Brewer and drive these roads every day. I have never encountered an issue of too much traffic at this intersection. I want to know where the stop signs would be located. If you put them on east bound Brewer at Monterey Park Lane, then you are creating more of a traffic issue. People who enter Brewer from Zircon Drive heading east would have to stop at Brewer, and then stop right away at the new stop sign at Monterey Park. Also, where will you put the sign on west bound Brewer? Will it be at Monterey Park which would put the stop sign in the middle of the block on the north side of the road. Will you put it at Zircon Drive? If so then you create the same situation from above where the people on Monterey Park turn left will have to make a stop once on Brewer. These will increase traffic congestion in this area. Traffic flows smoothly right now, please leave it that way.*
My final point is the city of Imperial has way too many stop signs as it is. We don't need more. Right now you cannot go more than 2 or three blocks in any direction without hitting a stop sign. All this stopping and going is costing residence money using extra gas in their vehicles. It also increases the air pollution as more fuel is burned every time a car leaves a stop sign. If vehicles are allowed to travel without stopping the engines are more efficient and saves gas and reduces pollution.
- On November 4, 2020 City Council meeting, a councilmember read correspondence received from a resident, stating the following:

- *This intersection is a blind spot and within a few months there has been 2 major accidents. Is this the City waiting for another accident to happen?*

Other Mitigation Measures Options and Cost:

Stop Signs (3Way) \$6,348.00

RRPF (Rectangular Rapid Flashing Beacons) Pedestrian Crosswalk Systems \$17,732

Asphalt Speed Bumps \$12,000.00

Asphalt Speed Humps \$15,000.00

Rubber Speed Bumps \$2,000.00

Rubber Speed Humps \$2,250.00

Speed Radar Signs \$29,500.00

50' Red Curb and No Parking Signs \$1,867.00

Staff Recommendation:

Based on these findings, staff do not recommend installation of a three-way stop sign at Monterrey Park Ln and Brewer Rd.

Location Map:



FOR
3 Way Stop / Pedestrian Crossing
Stop and No Parking Signs/Striping at Monterrey Park Lane and Brewer Road
Intersection

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	R1-1 36" x 36" Aluminum Stop Sign	EA	3	\$ 90.00	\$ 270.00
2.	Square Perforated Sign Post 10'	EA	6	\$ 63.00	\$ 378.00
3.	R26 (CA) 12" x 18" White Aluminum No Parking Sign	EA	3	\$ 25.00	\$ 75.00
4.	Miscellaneous Brackets	LT	1	\$ 150.00	\$ 150.00
5.	Sign Installation (Labor) T.C. Included	LT	1	\$ 2,100.00	\$ 2,100.00
6.	Striping (Street and Curb) Labor & Materials T.C. Incuded	LT	1	\$ 3,375.00	\$ 3,375.00
	TOTAL				\$ 6,348.00

CITY OF IMPERIAL

COST ESTIMATE

FOR

Asphalt Speed Bumps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Installation of 12' Asphalt Speed Bump & Striping	EA	2	\$6,000.00	\$12,000.00
	TOTAL				\$12,000.00

CITY OF IMPERIAL

COST ESTIMATE

FOR

Asphalt Speed Humps

Ite m No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Installation of 12' Asphalt Speed Hump & Striping	EA	2	\$ 7,500.00	\$ 15,000.00
	TOTAL				\$ 15,000.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
PEDESTRIAN CROSSING
Rectangular Rapid Flash Beacon (RRFB) System

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	RRFB Assembly with Universal Mounting Kit, RRFB - Amber Light Bar, Current Controlled.	EA	2	\$3350	\$6,700.00
2.	Controller, 12V, Sun saver, 136921, Radio.				
3.	Push Button Bulldog Add-On Kit w 9"x12" Frame.				
4.	Push Button Yellow sign (Optional)				
5.	R10-25, 9"x12"x.080 EGP, Push Button to turn on warning lights with hand symbol.				
6.	W11-2, 36"x36"x.080 DG3 FYG, Pedestrian Crossing (Symbol) Fed Spec, Fluorescent Yellow Green Sign.	EA	4	\$ 115.00	\$ 460.00
7.	W16-7PL, 24"x12" DG3 FYG, Down Diagonal Left Arrow	EA	2	\$ 35.00	\$ 70.00
8.	W16-7PR, 24"x12" DG3 FYG, Down Diagonal Right Arrow	EA	2	\$ 35.00	\$ 70.00
9.	Pole Package, 15', 4.5" OD, 18" J-Bolts Includes: Pole Base, J-Bolts, Standard Aluminum Pole, 15' Schedule 40 Base, Aluminum Square Pedestal, No Paint.	EA	2	\$633.00	\$ 1,266.00
10.	Type III Traffic Marking Yellow Paint, Liquid Thermoplastic. 5 Gal.	EA	1	\$ 197.00	\$ 197.00
11.	Swarco Premium Glass Beads. 1 Bulk.	EA	1	\$ 49.00	\$ 49.00
12.	24" x 24" x 36" Concrete Footing with 18" x 18" Round Concrete Base.	EA	2	\$ 1,500	\$ 3,000.00
13.	Freight.	EA	1	\$ 650.00	\$ 650.00
14.	Striping	EA	1	\$ 2,500.0	\$ 2,500.00
15.	Labor	EA	1	\$ 3,000.0	\$ 3,000.00
	TOTAL				\$ 17,962.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Rubber Speed Bumps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	12"x72" Portable/Permanent Rubber Speed Bump	EA	4	\$ 350.00	\$ 1,400.00
2.	Speed Bump/Hump Installation	LT	1	\$600.00	\$ 600.00
TOTAL					\$2,000.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Rubber Speed Humps

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	36" x 120" Rubber Speed Hump	EA	2	\$750.00	\$ 1,500.00
2.	Speed Bump/Hump Installation	LT	1	\$750.00	\$750.00
	TOTAL				\$2,250.00

CITY OF IMPERIAL
COST ESTIMATE
 FOR
Speed Radar Signs

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	TC-500 New Speed Radar Sign	EA	2	\$ 13,500.00	\$ 27,000.00
2.	Speed Radar Sign Installation	LT	2	\$1,250.00	\$2,500.00
	TOTAL				\$ 29,500.00

CITY OF IMPERIAL

COST ESTIMATE

FOR

**50' Red Curb and No Parking Signs at Monterrey Park Lane and Brewer Road
Intersection**

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1	Square Perforated Sign Post 10'	EA	4	\$ 63.00	\$ 252.00
2	R26 (CA) 12" x 18" White Aluminum No Parking Sign	EA	4	\$ 25.00	\$ 100.00
3	Miscellaneous Brackets	LT	1	\$ 150.00	\$ 150.00
4	Sign Installation (Labor) T.C. Included	LT	1	\$ 525.00	\$ 525.00
5	Striping 50' Red Curb Labor & Materials T.C. Included	LT	1	\$ 840.00	\$ 840.00
TOTAL					\$ 1,867.00

DATE SUBMITTED

12-29-2020

SUBMITTED BY

City Clerk

DATE ACTION REQUIRED

01-06-2021**Agenda Item No****G-4**

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

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

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

DEPARTMENT INVOLVED: Mayor and City Council

BACKGROUND/SUMMARY:

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

FISCAL IMPACT: None.

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

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL *[Signature]*

approve mayor's appointments

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

**MAYOR DARRELL PECHTL
CITY COUNCIL APPOINTMENTS 02-19-2020**

CITY MANAGEMENT LIAISONS:

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

COMMITTEES/COMMISSIONS:

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

REVISED FEBRUARY 7, 2018
REVISED JULY 18, 2018
REVISED FEBRUARY 20, 2019
REVISED NOVEMBER 20, 2019
REVIEWED FEBRUARY 19, 2020
REVISED MARCH 18, 2020

DATE SUBMITTED

12/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/6/2021

COUNCIL ACTION

PUBLIC HEARING REQUIRED

RESOLUTION

(X)

()

()

ORDINANCE 1ST READING

ORDINANCE 2ND READING

CITY CLERK'S INITIALS

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IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION: DRAFT ORDINANCE MANDATING GREEN WASTE RECYCLING FOR COMMERCIAL ENTITIES AND SELECT MULTI-FAMILY RESIDENTIAL UNITS PURSUANT TO AB 1826

1. Discussion Only.

**DEPARTMENT
INVOLVED:**

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The State of California has made organic recycling mandatory. The signing of AB1826 into law, has made organics recycling mandatory for certain commercial and multi-family operations.

During April 2016, AB 1826 began requiring that certain operations recycle their organic waste. The bill required that full implementation occur during the year 2020. The goal of the mandatory organics recycling law (AB 1826) is to help California achieve aggressive increased recycling and greenhouse gas emission reductions goals. IVRMA, Republic Services, and City Staff have been promoting the mandate and meeting with businesses. Due to State Law mandating these requirements, the best fit approach is to adopt a mandatory ordinance, which will assist the City in reaching compliance with State Law requirements and will grant the ability to assist businesses that are non-compliant with State Laws regarding recycling, with becoming compliant.

The City has formulated a Draft Ordinance in efforts to become compliant with the AB 1826. The City along with Professional Waste haulers will implement the mandates, once the Ordinance is formally adopted. If the City does not adopt the ordinance and fails to comply with State Law, it exposes the City to potential fines of up to \$10,000 per day of non-compliance. There is a fee imposed by Republic Services for the commercial businesses and multi-family operations. Please see attached information regarding fees.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

STAFF RECOMMENDATION: Review Draft Ordinance and Please provide comments.

DEPT.
INITIALS

MANAGER'S RECOMMENDATION:

*approve direction to
staff to continue process*

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

APPROVED ()

DISAPPROVE ()

REJECTED ()

DEFERRED ()



Staff Report

To: City of Imperial City Council

From: Lisa Tylanda, Planner

Date: December 29, 2020

Subject: Establishing Ordinance mandating Green Waste Recycling for certain Commercial and Multifamily operations pursuant to AB 1826.

Background:

The State of California has now made organic recycling mandatory. As a result of the signing of AB 1826 into law, new mandatory organics recycling requirements will be phased over several years to assist the State in attaining its goal to recycle 505 of its waste by 2020.

During April 2016, commercial businesses, industrial businesses and public entities such as schools, hospitals, stores, restaurants, for-profit or nonprofit organizations, and residential dwellings with 5+ units must recycle their organic waste over time based on the amount and type of waste the business generates on a weekly basis, with full implementation realized in 2020-2021. The goal of the mandatory commercial organics recycling law (AB 1826) is to help California achieve aggressive increased recycling and greenhouse gas emission reduction goals.

California landfills take in about 30 million tons of waste each year, of which more than 30% is estimated to be organic. The State has determined that these organics should be composted or used to produce renewable energy rather than going into landfills. Greenhouse gas emissions resulting from the decomposition of organic waste in landfills have been identified as a significant source of emissions contributing to global climate change.

It is tentatively proposed that, beginning March 2021 businesses that generate 2 cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services. Republic Services and IVRMA together with City staff have been promoting this and meeting with businesses. However, a few local businesses have been deemed non-compliant. A mandatory ordinance will assist the city in reaching compliance. CalRecycle has been conducting formal reviews of all jurisdictions.

The City of Imperial has in place a mechanism for implementing this mandate. The City operates under an exclusive waste hauling franchise that licenses a permitted waste hauling firm to provide solid waste collection and recycling services to commercial and multifamily dwellings. It shall be the responsibility of the City's authorized Waste Hauler, Republic Services to comply with these new State mandates in order to operate under their annual permits. The proposed draft City Ordinance has been provided for your review for addition to Chapter 10 "Garbage, Refuse, and Weeds" section of the Imperial Municipal Code.

The City has formulated a Draft Ordinance in efforts to become compliant with the AB 1826. The City along with Professional Waste haulers will implement the mandates, once the Ordinance is formally adopted. If the City does not adopt the ordinance and fails to comply with State Law, it exposes the City to potential fines of up to \$10,000 per day of non-compliance. There is a fee imposed by Republic Services for the commercial businesses and multi-family operations.

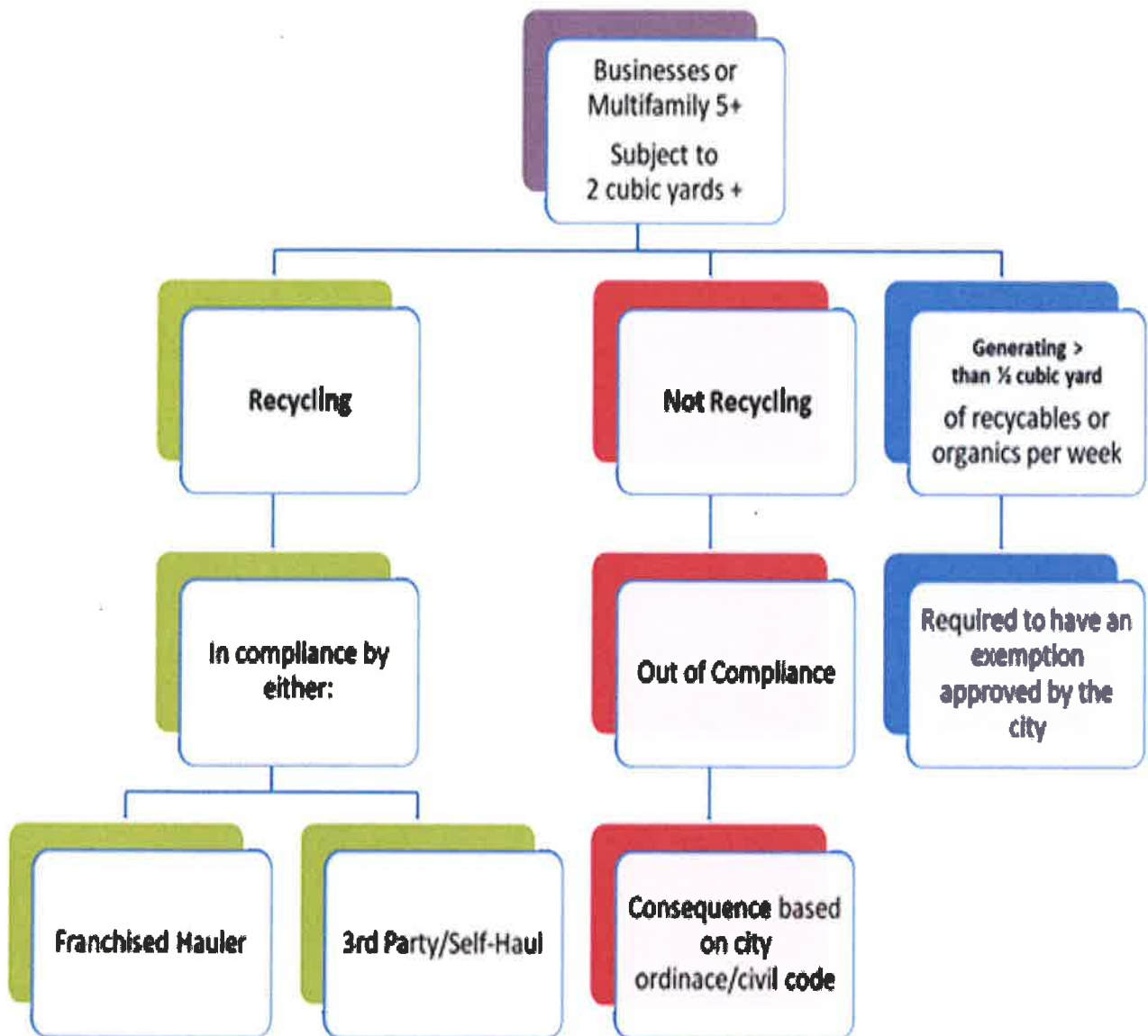
Information on behalf of Republic Services:

Republic Services has provided the following statement regarding the fees they are proposing to enact on the businesses/ entities that will require services, per the State mandate:

"In order to keep cost down to the businesses and MF that will be mandated to adhere to the organics AB1826. And in order for them to participate we committed to provide services for \$45 per cart a month as it wouldn't cover our cost but we had increased the commercial businesses 5% for the ADC green waste organics processing so we wanted to keep the cost at a minimum. From my experience in LA with organic carts, the smell becomes an issue and many businesses will end up storing their cart(s) by their trash bins and odor becomes an issue so we included the weekly cart swap with a clean washed cart to combat that from becoming a problem"

*-German Hernandez
Division Manager
Republic Services*

Republic Services has also provided the following “Flow Chart” for our reference:



Thank you,

Lisa Tylenda, Planner
Community Development Department
City of Imperial

ARTICLE XII. MANDATORY COMMERCIAL AND MULTI-FAMILY RESIDENTIAL RECYCLING-COLLECTION AND DISPOSAL

Sec. 10-41. - Definitions.

For the purpose of this chapter, the following words and phrases are defined and shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning was intended. If a term or word is not specifically defined herein but is defined in the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) it shall have the meaning prescribed therein.

Animal waste means manure, fertilizer, or any form of solid excrement produced by any and all forms of domestic animals or commercial livestock.

Bin means a rigid container with hinged lids and wheels with a capacity of at least one (1) cubic yard and less than ten (10) cubic yards.

Business means any person or entity that possesses or is required to possess a business registration certificate, as stated in Chapter 12 of the Municipal Code.

CalRecycle means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

Cart means a wheeled container of appropriate material with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30- and no greater than 101-gallons.

City means the City of Imperial.

City clerk means the City Clerk of the City of Imperial, and his or her authorized deputies.

City manager means the City Manager of the City of Imperial or his or her designee.

Collect or collection means physical possession, transport, and removal of solid waste from city.

Collection charge means a charge for the collection of solid waste, recyclable, and organic materials shall be imposed on the owner or occupant of each residential premise or commercial premises to which service is made available. The amount of such charge shall be fixed and changed from time to time and shall be collected at such time and in such manner as prescribed by the city council. The charge so fixed shall be a civil debt due and owing to the city or solid waste collector from the owner or occupant of the residential premise or commercial premises to which the service is made available. The city council hereby specifically finds and determines that the periodic collection of solid waste recyclable and organic materials from all residential premises and commercial premises, benefits all occupants and residents of the city, provides for the health, safety and welfare of all persons in the city and, therefore, all such occupants or owners are liable for the payment of collection service provided for hereunder, whether or not any such owner or occupant avails himself or herself of such collection service.

Community Development Director means the Community Development Director of the City of Imperial or his or her designee.

Commercial premises means premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary in this ordinance or City Code, premises upon which the following uses (as defined in the City Code) are occurring shall be deemed to be commercial premises: adult residential facilities, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hotels, and motels.

Commercial generator means any legal entity, except a special event, that generates solid waste at a commercial or industrial facility, that may include businesses; charitable or nonprofit organizations, including hospitals, educational institutions, and civic or religious organizations; governmental

organizations, agencies, or entities; and nonresidential tenants or entities that lease or occupy space. "Commercial generator" also includes the city and its facilities and nonresidential properties. The entity that is the commercial generator is the commercial generator and account holder.

Composting means the controlled biological decomposition of organic wastes that are source separated from the solid waste stream.

Composting center, station or facility a facility the principal function of which is to receive and to process organic waste through composting.

Construction and demolition debris and C&D and construction waste means solid waste generated at a premises that is directly related to construction or demolition activities occurring thereon.

Container means any and all types of receptacles, including carts, bins and roll-off boxes.

Contamination means (A) all materials other than those defined as recyclable and/or organic materials that were placed in a container designated for recyclable materials or were collected by a solid waste collector with recyclable materials; (B) all materials other than those defined as organic materials that were placed in a container designated for organic materials or were collected by solid waste collector with organic materials; or (C) recyclable materials, and organic materials in the case of a food service establishment, that were placed in a container designated for refuse or were collected by a solid waste collector with refuse.

Council means the City Council of the City of Imperial.

Disposal means the ultimate disposition of solid waste collected at a landfill or otherwise in full regulatory compliance. "Disposal" does not include recycling or organic materials processing.

Food wastes means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with food waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been source separated from other solid waste. Food waste is a subset of organic materials and excludes hazardous materials.

Franchisee means any solid waste collector authorized by the city council pursuant to the procedures established in this chapter.

Green waste means leaves, grass clippings, brush, branches, and other forms of organic materials generated from landscapes or gardens, which have been source separated from other solid waste. Green waste is a subset of organic materials and excludes hazardous materials.

Hazardous material means is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "hazardous material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a

"hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

Mixed waste processing means the separation and sorting of recyclables and other recoverable materials from refuse at a material recovery facility where commingled loads of solid waste are processed.

Multi-family dwelling means a residential structure with five or more residences including apartment buildings, mobile home parks, trailer parks, and condominium buildings. Multi-family dwelling units generally receive refuse collection service through the use of shared bins.

Multi-family generator means tenants, residents, other occupants, and custodians or janitors of multi-family dwellings. Except as otherwise determined, as for condominium units, the owner of the multi-family generator is the customer and account holder.

Occupant includes every owner of, and every tenant or person in possession of, is the inhabitant of, or has the care and control of, an inhabited residence.

Organic materials means food wastes, green wastes, wood wastes, and yard wastes, and other organic material as defined by CalRecycle, collectively or individually.

Organic materials collector means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection or transportation of organic materials generated in the city.

Organic materials processing facility means a permitted facility where organic material is sorted, mulched, or separated for the purposes of recycling, reuse or composting in compliance with applicable law and regulations.

Owner means the person holding legal title to the real property constituting the premises to which solid waste, targeted recyclable materials, and/or organic materials collection service is provided.

Permit means written authority granted by the city to any solid waste collector as evidenced by contract, franchise, certificate or other writing issued pursuant to this chapter.

Person means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Imperial, cities, and special purpose districts.

Premises means any land or building where solid waste, recyclable materials, or organic materials are generated or accumulated.

Receptacle means a container used for the temporary collection and storage of solid waste, whose contents are periodically transferred to a larger container from which a solid waste collector directly collects the solid waste.

Recyclable material or recyclables means solid waste that is source separated, segregated, or recovered through mixed waste processing, has some potential economic value, and is set aside, handled, packaged, or offered for collection in a manner different from refuse in order to allow it to be processed for recycling.

Recycle or recycling means the processing of recyclable materials for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The collection, transportation or disposal of solid waste not intended for, or capable of, reuse is not recycling.

Recycling center, station or facility means a permitted or licensed facility whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing in compliance with applicable law and regulations.

Recycling collector means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and transportation of recyclable materials generated in the city.

Recycling operator means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of recyclable materials.

Refuse means solid waste or debris, except sewage, construction and demolition debris, recyclables, and/or organic materials placed in source-separated containers for collection.

Refuse collector means synonymous with solid waste collector.

Residential premises means premises upon which dwelling units exist, including, without limitation, single-family and multi-family dwellings, apartments, boarding or rooming houses, condominiums, mobile homes and accessory dwelling units. Notwithstanding any provision to the contrary in this ordinance or the City Code, premises upon which the following uses are occurring shall not be deemed to be residential premises, and rather shall be deemed to be commercial premises: adult residential facilities, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, hotels, motels, and any other businesses not specifically listed that may be classified as commercial premises (as opposed to residential) as determined by city on a case by case basis.

Roll-off box means solid waste collection containers of 10-yards or larger.

Rubbish includes, but is not restricted to, all non-biodegradable waste or debris such as paper, cardboard, grass, tree or shrub trimmings, rugs, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction waste and debris and other similar materials.

Rubbish disposal operator means refuse collector.

Salvage means to obtain, either for compensation or other consideration, directly from the transferor thereof, any recyclable material prior to the placement of the same in the solid waste stream or the disposal or discarding thereof whether by collecting, or causing to be collected, the same from the transferor thereof or by the transferor thereof transporting the same to the salvager.

Salvager includes any person engaged in salvaging recyclable material prior to the disposal or discarding of the same in the solid waste stream and includes the person generating the recyclable material if done by such person's own employees or any subsidiary thereof. Salvager does not include a nonprofit entity including, but not limited to, churches, schools, community organizations or groups obtaining recyclable materials for purposes such as, but not limited to, fundraising activities, rehabilitation and training programs.

Scavenging means the uncontrolled and/or unauthorized removal of solid waste, designated recyclable material or recoverable materials, and/or organic materials. Such activity is unlawful and is a misdemeanor and is punishable by fines under Chapter 10, Resolution No. 2009-48, and Section 41950 of the California Integrated Waste Management Act of 1989.

Segregate means source separation of any of the following: the placement of recyclable materials, organic materials, and refuse each in separate and designated containers; the binding of recyclable materials separately from other waste material; the physical separation from each other of recyclable materials, organic materials, and refuse.

Self-haul means to transport one's own recyclable materials to a recycling facility or organic materials to an organic materials processing facility by using a vehicle owned by the transporting entity rather than using the hauling services of a solid waste collector.

Self-hauler means a solid waste customer, commercial generator, multi-family generator, or special event that transports its own recyclable materials to a recycling facility or organic materials to an organic materials processing facility by using a vehicle owned by that transporting entity rather than using the hauling services of a solid waste collector.

Solid waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes including refuse, paper, rubbish, ashes, demolition and construction waste, industrial wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes and other solid and semi-solid wastes and recyclable materials discarded or placed for

disposal in bins, containers or at curbside for collection, whether segregated by type or commingled. Solid waste does not include hazardous material as defined herein and in Section 40141 of the Public Resources Code.

Solid waste collector means any person or persons, firm, partnership, joint venture, association, or corporation engaged in the collection or transportation, disposal, refuse disposal, recycling, or organic materials processing of solid waste generated within all or part of the jurisdictional boundaries of the agency, including franchisees, recycling collectors, and organic materials collectors.

Solid waste customer means the legal entity responsible for managing solid waste at any residential premise, commercial premises or multi-family dwelling, including subscribing to solid waste collection services with a solid waste collector or where allowed, self-hauling solid waste, or the entity to whom the solid waste collector submits billing invoices for collection.

Solid waste disposal includes the collecting, transporting and disposal of solid waste generated within the city.

Solid waste facility means any recycling center, materials recovery facility, intermediate processing center, incineration facility or landfill where solid waste may be taken for immediate processing or final disposal. "Solid waste facility" includes a solid waste transfer or processing station and a composting, transformation or disposal facility.

Solid waste stream means the placement of items, including recyclable and organic material, into authorized receptacles for collection by an authorized solid waste collector.

Source separation or source separate means the segregation into separate containers by the solid waste customer of individual components of material which otherwise would become refuse (such as glass bottles, metal cans, newspapers, plastic containers, organic materials, etc.) into separate container(s) for the sole purpose of recycling of such materials.

Special event means a community, public, commercial, recreational, or social event which may serve food or drink, and which may require a permit from the city. "Special events" may include the temporary or periodic use of a public street, publicly owned site or facility, privately owned site or facility, or public park. "Special event" includes the legal entity responsible for the special event, including but not limited to the owner, manager, or organizer, which may be the city.

Streets means the public and private streets, ways and alleys, except interstate highways, as the same now or may hereafter exist within the city.

Transferor includes any person generating recyclable material who, for compensation or other consideration, donates, sells or otherwise conveys or transfers title thereto and possession thereof to a salvager and does not discard the same as solid waste. Transferor does not include a resident who conveys or transfers residential recyclable, or organic material, whether for consideration or as a donation, to a salvager or any nonprofit entity including, but not limited to, churches, schools, community organizations or groups.

Truck means any truck, trailer, semi-trailer, conveyance or vehicle used, or intended to be used, for the purpose of collecting solid waste and/or recyclable or organic material or to haul or transport solid waste and/or recyclable or organic material.

Wood wastes means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure-treated wood. Wood waste is a subset of organic materials and excludes hazardous materials.

Yard wastes means leaves, grass clippings, brush, branches, and other forms of organic materials generated from landscapes or gardens, which have been source separated from other solid waste. Yard waste is a subset of organic materials and excludes hazardous materials.

Sec. 10-42. - Mandatory residential, commercial and industrial collection.

Except as otherwise provided in this chapter, all residential, commercial and industrial generators shall provide for solid waste collection from one (1) or more haulers with a city franchise or permit.

Sec. 10-43. - Authority of city council to issue permits or franchises for solid waste collection.

- (a) Pursuant to California Public Resources Code Section 40059, as the same may be amended from time to time, or any successor provision or provisions thereto, and the police power, pursuant to Article II, § 7 of the California Constitution, the city shall have, and hereby retains, the authority to issue permits, including exclusive permits or franchises, for solid waste collector services, as provided for in this chapter and may, as a condition for issuing such permits, require a bond from the solid waste collector in an amount determined by the city council to insure the faithful performance of such collection, transportation and disposal in accordance with this chapter and the terms and conditions imposed by the city council. In the event that any solid waste collector shall fail or refuse to conform to the conditions of the permit or this chapter or any regulations promulgated hereunder, the council, at its option and after a hearing called upon at least ten (10) days' prior written notice to the solid waste collector, may revoke such permit. In issuing permits for refuse collector services, the city shall not be required to issue the same based upon the offer of lowest rates, but shall be free to issue such permits to the person deemed best suited to comply with the provisions of this chapter, and City Code Sections 10-43 through 10-47, and such other terms and conditions imposed by the city council.
- (b) Excepting existing rights that the city reserves to itself, while an exclusive permit is in effect, may be granted the exclusive right to gather, collect and remove solid waste, recyclables, and organic materials from premises within the city, subject to such terms and conditions as the council may apply to the issuance of such permit and set out in the written franchise agreement.
- (c) No person shall act as a solid waste collector within the city unless such person is a solid waste collector, as defined in this chapter, or is exempt in accordance with subsection 10-46 below. No person shall permit, allow or enter into any agreement whatsoever for the collection or transportation of solid waste, recyclable material, organic material, or hazardous material from any residential premises, multi-family dwelling, industrial or commercial premises except as otherwise provided by this chapter.

Sec. 10-44. - Fees and charges.

Fees and charges for such solid waste collector services shall be those the city council may from time to time hereafter approve by resolution. The solid waste collector shall pay a franchise fee as determined by agreement in lieu of any business license tax imposed generally by city.

Customers shall pay an additional fee based on the size of the container for recyclable materials and organic materials containers that are collected for refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination as defined in this chapter.

Sec. 10-45. - Scavenging and salvaging not allowed.

- (a) It shall be unlawful for any person other than authorized city personnel or the solid waste collector to remove any designated recyclable or organic materials, or salvageable commodity after placement in any designated recycling collection or storage location, or solid waste container.
- (b) Notwithstanding, the generator of the designated recyclable or organic materials, for any reason, may otherwise dispose of the recyclable or organic materials or may remove the designated recyclable or organic materials after placement in the generator's container or designated recycling or organics collection or storage location.
- (c) It shall be unlawful for any person to disturb, modify, harm, or otherwise tamper with any container or designated recycling collection or storage location containing designated recyclable or organic materials, or the contents thereof, or to remove any such container from the location where placed by the generator thereof, or to remove the contents of any such container, unless authorized by the generator of such designated recyclable or organic materials or duly authorized city personnel or solid waste collector.

Sec. 10-46. - Exemptions.

- (a) Yard waste and/or green waste removed from a premises by a gardening, landscaping or tree trimming contractor having a city business license and as an incidental part of a total service offered by that contractor rather than as a disposal service, and tree trimmings, clippings and all similar materials generated at parks and other publicly maintained premises;
- (b) Demolition debris removed from a premises by a licensed contractor as an incidental part of a total service offered by that contractor rather than as a disposal service;
- (c) The collection of hazardous material or dangerous waste as part of a hazardous material collection activity authorized by the imperial county environmental health department, including, without limitation, liquid and dry caustics, acids, bio-hazardous, flammable or explosive materials, insecticides and similar substances;
- (d) Recyclable and organic materials which are generated at any residential premises or place of business and which are transported personally by the owner or occupant of such premises (or by his or her full-time employees) to a licensed solid waste or recycling facility in a manner consistent with this chapter and other applicable laws.

Sec. 10-47. - Hazardous material collection.

- (a) A solid waste collector shall not be required to collect hazardous material as part of its regular collection activity. Liquid and dry caustics acids, flammable materials, explosive materials, insecticides, and similar substances shall not be deposited in collection receptacles. Any person collecting such substances shall, in addition to any requirements of state or federal law, obtain a permit therefore pursuant to the provisions of this chapter.
- (b) Biohazardous and/or medical waste (as defined in California Health and Safety Code Section 25117.5, as amended from time to time, or any successor provision or provisions thereto) shall not be collected by a solid waste collector as part of its regular collection activity. Anyone producing such wastes shall store, handle and dispose of such materials only in the manner approved by the county health officer or designated deputy, and in accordance with the California Health and Safety Code. Disposal of biohazardous and/or medical waste shall be conducted pursuant to a permit issued under this chapter in addition to any requirements imposed by state law.

Sec. 10-48. - Collection in emergencies.

In emergencies, such as the breakdown of equipment, or other unforeseen or unpreventable circumstances, where in the judgment of the city manager the particular situation justifies such action, the city manager may issue limited or temporary permits to private persons or corporations to perform any of the services regulated by this chapter subject to such reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon; provided that such fees and charges received from or paid to any private persons or corporations under this section for any period exceeding twenty (20) days' duration shall be approved by the city council.

Sec. 10-49. - Hours of collection.

All solid waste collection from residential areas and areas immediately adjacent to residential areas shall be made between the hours of 7:00 a.m. and 8:00 p.m., and collections from commercial and industrial locations may start at 5:00 a.m.; provided, however, that the peace and quiet of residential neighborhoods is not disrupted.

The city manager may require a solid waste collector to change hours of operation in commercial and industrial areas if, in the city manager's sole opinion, disruption of residential neighborhoods occurs.

In the event that more than one (1) refuse collector is permitted to operate in the city, whether by area or premises, the city manager may, in his or her discretion, require that all refuse collection activities take place on the same day of the week in the specified area in order to minimize the traffic in any given area.

Sec. 10-50. - Solid waste, recyclable and organic materials collection—Exception.

Solid waste collectors shall exercise all reasonable care and diligence in collection activities so as to prevent spilling, scattering or dropping solid waste, organic and recyclable materials, and shall immediately, at the time of occurrence, clean up any such spillage.

Sec. 10-51. - Solid waste, organic and/or recyclable material containers.

It shall be the duty of every solid waste customer or his/her its designee to utilize the containers provided by the solid waste collector and, on the date and during the times designated for collection, place such containers in the area designated for collection. Except when placed for collection, such receptacles shall be kept and maintained only in storage locations prescribed by provisions of the City Code or otherwise in an inconspicuous location on the premises, as the same presently exists or as may be amended from time to time, or as specified by use permit or other entitlement for use.

The solid waste collector shall provide each solid waste customer with sufficient numbers of containers, specifically designed for the containment of various types of solid waste, organic and/or recyclable materials, each of which shall have suitable bales or handles and a tightfitting cover which shall prevent leakage or escape of odors, and which, when filled within four (4) inches of the top shall contain all solid waste, organic and/or recyclable materials which would ordinarily accumulate on such premises between collections. The exterior of such receptacles, including covers, shall be kept clean from accumulated grease or decomposing materials. The container colors must meet the applicable container color requirements and the city will have the final approval on container color specifications.

Sec. 10-52. - Placement of receptacles for collection.

- (a) *Residential premises* . It shall be the duty of every person having charge and control of any residential premises to set out or place receptacles for the collection of refuse, rubbish, miscellaneous debris and combined rubbish and/or other solid waste, organic and/or recyclable materials, as follows:

Receptacles shall be at the edge of the street in the curb-area in front of the dwelling, provided that the solid waste collector may designate some other location for the placement of receptacles when such placement will expedite collection, as approved by the city manager.

- (b) Commercial premises, multi-family dwelling and special event receptacles shall be placed in areas designed for such containers.

Sec. 10-53. - Time and date of placement of receptacles.

No person shall place, or cause to be placed, any solid waste container in any public highway or in any place or in any manner other than that set out in this article; provided, or at any time other than the days established by the city for the collection thereof on the particular route involved, no earlier than sunset of the day preceding the day designated for collection, and all receptacles shall be removed from the place of collection prior to 10:00 p.m. of the day the receptacles have been emptied.

If the containers or receptacles are not emptied and the contents removed on the date and time scheduled by the solid waste collector, such person shall immediately notify the solid waste collector or the city, and it shall be the duty of the solid waste collector to forthwith arrange for the collection and disposal thereof.

Refuse, rubbish, organic and recyclable materials, and other solid waste which exceeds the limitations set forth may, in the discretion of the solid waste collector, be scheduled for special collection upon the application of the owner or occupant of the premises. Special collection charges may be assessed by the solid waste collector for this service.

No person, other than the owner thereof, the owner's agents or employees or an officer or employee of the city or a solid waste collector's agents or employees authorized for such purposes, shall tamper or meddle with any solid waste, organic recyclable materials receptacle or the contents thereof, or remove the contents thereof, or remove any receptacle.

Sec. 10-54. - Solid waste removal.

Pursuant to the requirements of the California Administrative Code Section 17331(H) of Article 5 of Chapter 3 of Division 7 of Title 14, as those may be amended from time to time, all solid waste, organic and recyclable materials created, produced or accumulated in or about a residential premises (including multi-family) or commercial premises in the city shall be removed at least once each week. No person who is the occupant of any of the above-described premises shall fail or neglect to provide for the removal of such material at least as often as prescribed in this section.

Sec. 10-55. - Refuse disposal.

The solid waste collector shall dispose of collected wastes, at solid waste collector's sole expense, at a city approved landfill, transfer station (as defined in California Public Resources Code Section 40200) or other appropriate facility in a manner satisfactory to the city and in accordance with all federal, state and local laws and regulations.

Sec. 10-56. - Special provisions regarding method of disposal.

The removal of wearing apparel, bedding or other refuse from residential premises or other places where highly infectious or contagious diseases have been present shall be performed under the supervision and direction of the county health officer and such refuse shall neither be placed in receptacles nor left for regular collection and disposal.

Highly flammable or explosive or radioactive refuse shall not be placed in receptacles for regular collection and disposal, but shall be removed as permitted by law at the expense of the owner or possessor of the material.

Refuse or other solid waste containing water or other liquids shall be drained before being placed in a container or receptacle. Matter that is subject to decomposition shall be wrapped in paper or other material before being placed in a container or receptacle.

No hazardous material, battery acid, poisonous, caustic or toxic material or any other substance capable of damaging clothing or causing injury to the person shall be mixed or placed with any rubbish, solid waste or other refuse which is to be collected, removed or disposed of by a solid waste collector. Such items shall be removed at the occupant's expense only after arrangements have been made with the solid waste collectors or city for such removal.

With the exception of packaged domestic animal waste and packaged animal waste associated with permitted on premises temporary raising of livestock for programs such as 4-H Clubs, animal waste, as defined in section 10-42, shall not be placed in receptacles for regular collection and disposal, but shall be removed at the occupant's expense.

Sec. 10-57. - Burning, burial or dumping.

No person shall burn, bury or dispose of solid waste or hazardous material of any kind within the city except as provided in this chapter.

Sec. 10-58. - Disposition of recyclable material—Green waste.

Refuse collectors shall sell, give, donate or otherwise transfer recyclable material to a recycling center, station or facility and all green waste shall be sold, given, donated or otherwise transferred to a composting center, station or facility or to a landfill authorized and permitted to accept green waste as and for refuse cover. In no event shall the refuse collector dispose of recyclable material or green waste in a landfill or solid waste facility (as defined by California Public Resources Code Section 40194) except upon written approval of the city manager.

Sec. 10-59. - Use of trucks.

Any person who desires to operate privately owned vehicles for transportation of solid waste, hazardous waste, green waste and/or recyclable material under provisions of this chapter shall utilize vehicles which are reasonably watertight and are provided with a tight cover to the reasonable satisfaction of the city manager. The city manager shall require the permittee to remove from service or

repair any vehicle that allows or permits offensive odors to escape and/or material to be blown, dropped or spilled therefrom.

Sec. 10-60. - No parking of trucks on any city street.

- (a) No person, between the hours of 8:00 p.m. and 5:00 a.m., shall leave a truck utilized pursuant to section 10-59 hereof parked on any city street.
- (b) No person, between the hours of 5:00 a.m. and 8:00 p.m., shall leave a truck utilized pursuant to section 10-59 hereof parked on any city street for more than one hour unless the city manager is notified that a breakdown or emergency exists.

Sec. 10-61. - Trucks—Equipment required.

Each truck of a solid waste collector shall at all times have in the cab thereof the registration of the truck, a copy of the permit, a certificate of insurance, and an identification card with the name of a person to telephone in case of an accident or emergency. Each truck shall also be equipped with a minimum five-pound fire extinguisher certified by the California State Fire Marshal and recharged as needed, but not less than once annually. Each truck shall meet the requirements of state and federal law.

All trucks used for solid waste collection within the city shall be required to be completely enclosed with a nonabsorbent cover while transporting solid waste, organic or recyclable materials in or through the city. "Completely enclosed with a nonabsorbent cover" means that refuse, or rubbish shall not be visible from the street, nor shall any of the substances be permitted to leak, spill or become deposited along the public streets.

All trucks used in the course of solid waste, organic and/or recyclable materials collection shall be painted in colors approved by the city manager and identified by truck numerals, a company logo, and local telephone number and shall be kept clean and in good repair at all times.

Sec. 10-62. - Specifications and restrictions on solid waste collection trucks.

All trucks used for solid waste collection within the city shall be required:

- (1) To be completely enclosed with a nonabsorbent cover while transporting solid waste, green waste or recyclable materials in or through the city. "Completely enclosed with a nonabsorbent cover" means that refuse, trash or rubbish shall not be visible from the street, nor shall any of the substances be permitted to leak, spill or become deposited along the public streets.
- (2) All trucks used in the course of solid waste, green waste and/or recyclable material collection shall be painted in colors approved by the city manager and identified by truck numerals, a company logo, and local telephone number and shall be kept clean and in good repair at all times.

Sec. 10-63. - Truck inspection.

- (a) All trucks shall be maintained in safe mechanical condition.
- (b) Each of the solid waste collector's trucks shall be made available for inspection at the discretion of the city manager at any point of operation.
- (c) A decal may be issued by the city for each truck complying with provisions of this article, which shall be placed on the truck in a conspicuous place.

Sec. 10-64. - Solid waste collector's contact information.

Each solid waste collector must maintain a local telephone number which shall be staffed for personal contact between 8:00 a.m. and 5:00 p.m. on normal working days, and at all other times with some type of mechanism for the purpose of taking messages. Each solid waste collector shall maintain and keep updated a website which provides information on solid waste collection and rules. Each solid waste collector must review and respond to messages within one working day, if not sooner.

Sec. 10-65. - Solid waste collector's employees.

Each solid waste collector shall provide high quality service to industry standards and supply competent, qualified, identifiable and uniformed personnel who serve the residents and businesses of Imperial in a courteous, helpful and impartial manner.

- (1) The city may, at its option, require fingerprinting of the solid waste collector's employees whose services will cause them to enter onto or work in close proximity to private property.
- (2) The solid waste collector shall be required to hire employees without regard to race, religion, color, national origin, sex, political affiliation, or any other non-merit factor.
- (3) Any employee driving solid waste collector's trucks shall at all times have in his or her possession a valid and appropriate vehicle operator's license issued by the State of California.
- (4) Solid waste collector's employees shall be required to wear clean, identifiable uniforms when engaged in solid waste or organic waste collection services within the city.

Sec. 10-66. - Requirements for solid waste collector franchise.

(a) *Procedure and required information for refuse collector permit.* The applicant shall file a letter with the city manager, executed under penalty of perjury of the laws of the State of California, containing the following information:

- (1) Name and description of the applicant;
- (2) Permanent business address and address of local office of the applicant;
- (3) Trade and firm name;
- (4) If a joint venture or a partnership or limited partnership, the names of all partners of the firm, and the names of the officers and their percentage or participation interest and their permanent addresses;
- (5) Facts indicating that the applicant has arranged for solid waste disposal in an area where the same may be legally accepted and disposed of as approved by the city;
- (6) Desired collection area to be served and type of service to be provided;
- (7) Facts indicating that applicant is qualified to render efficient refuse collection service;
- (8) Facts indicating that trucks and equipment conform to all applicable provisions of this chapter;
- (9) Satisfactory evidence that applicant is in existence as a going concern and that the principals thereof possess not less than two (2) years actual operating experience in residential and/or commercial refuse collection and disposal;
- (10) Satisfactory evidence that applicant's experience as a going concern in residential and/or commercial refuse collection and disposal derives from operations of comparable size to that contemplated by the applicant; details shall include length of other contracts, name and size of municipality, nature of service provided, and the name of the contact person at the municipality being served;
- (11) Evidence that applicant is in good standing in the State of California and, in the case of a corporation organized under the laws of any other state, evidence that applicant is licensed to do business in the State of California;
- (12) A detailed inventory of the applicant's equipment available for use in refuse collection area;
- (13) A written statement that applicant has complied, or is capable of complying, with all regulations imposed by the city, the county and the state for the collection and disposal of solid waste;
- (14) Facts indicating that the applicant owns or has under his or her control, in good mechanical condition, sufficient equipment to conduct the business of refuse collection adequately if granted

a permit, and that applicant owns or has access to suitable facilities for maintaining his or her equipment in a safe, clean and sanitary condition;

- (15) Satisfactory evidence that the issuance of a permit is in the public interest and convenience in that there is an available market for solid waste collection which can be legally served by the applicant;
 - (16) Such other pertinent facts or information as the city manager may require, including evidence of state certification, if applicable;
 - (17) Any of the above provisions in conflict with certification requirements imposed by state law shall not be required.
- (b) *Fees and requirements for permit.*
- (1) Upon consideration of the information supplied by the applicant contained in the above-mentioned letter and following a public hearing conducted by the city council upon at least ten (10) days prior written notice to the applicant, the city council may issue a permit.
 - (2) Each permit granted shall apply to solid waste collection for an area of the city specified therein or, in the case of hazardous material or bio-hazardous and/or medical waste operations, specified commercial premises, and may be exclusive.
 - (3) A fee for processing permit applications shall be set by resolution of the city council, with review on a regular basis.
- (c) *Bonding of solid waste collector.* Before granting a refuse collector permit under the provisions of this chapter, the council shall require the solid waste collector as a condition of the permit, to post with the city clerk a cash bond or surety bond in an amount determined by the council and furnished by a corporate surety authorized to do business in the State of California, payable to the city. The bond shall be conditioned upon the full and faithful performance by the solid waste collector of obligations under the applicable provisions of this chapter, and shall be kept in full force and effect by the solid waste collector throughout the life of the permit and all renewals thereof.
- (d) *Indemnification by solid waste collector.*
- (1) *Indemnification of city.* Solid waste collector shall agree to protect, defend with counsel approved by the city, indemnify and hold harmless the city, its elected and appointed officials, officers, employees and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorney's fees, arising out of or resulting in any way from solid waste collector's exercise of its responsibilities under this chapter unless such claim is due to the sole negligence or willful act of the city, its officers, employees, agents or contractors, including the city's grant of a permit to solid waste collector or is otherwise not allowed by law. Subject to the scope of this indemnification and upon demand of the city, made by and through the city attorney, the solid waste collector shall appear in and defend the city and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise, arising out of the exercise of this chapter.
 - (2) *Hazardous materials indemnification.* Solid waste collector shall indemnify, defend with counsel approved by the city, protect and hold harmless the city, its elected and appointed officials, officers, employees, agents, assigns and any successor or successors to the city's interest from and against all claims, actual damages (including, but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, city or its officers, employees, agents or solid waste collector arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or

hazardous material at any place where solid waste collector stores or disposes of municipal solid waste pursuant to this chapter. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 USC § 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify from liability.

- (e) *Liability insurance.* The solid waste collector shall obtain, and keep in force during the term of the permit, public liability and bodily injury insurance in amounts determined by the city council, and workers' compensation insurance covering all employees of the solid waste collector. Copies of such policies, or endorsements evidencing such policies, shall be filed with the city clerk prior to the commencement of activities authorized by the permit. The city and its officers, elected officials, employees and agents shall be named as additional insureds on all such policies. All such policies shall contain at a minimum a provision requiring a thirty (30) day notice to be given to the city prior to cancellation, modification or reduction of limits. The amounts of public liability insurance for bodily injury and property damage shall be subject to review and adjustment by the council.
- (f) *Compliance with federal, state and local laws and regulations.* The solid waste collector shall agree to perform under the terms of the permit in such a manner so as to comply with all applicable local and state laws and regulations pertaining to the collection, storage and transportation of solid waste. The solid waste collector shall also comply with all other ordinances and regulations of the city and applicable laws and regulations of the County of Imperial, State of California and the United States, and shall obtain and keep in force all required permits and business licenses throughout the life of the permit and all renewals thereof as well as with any and all other requirements specified by the city.

Sec. 10-67. - Permit provisions.

- (a) *Fees.* Any franchise issued pursuant to this chapter shall provide for the payment of franchise fees to the city, may contain additional provisions agreed to by and between the city and solid waste collector, and shall constitute the written agreement of those parties.
- (b) *Assignment or transfer of franchise.* Except as otherwise specified in the franchise agreement, no assignment or transfer of a franchise issued pursuant to this chapter or any right accruing under such permit shall be made in whole or in part by the solid waste collector without the prior express written consent of the city council. In the event any assignment or transfer is authorized hereunder, the assignee shall assume, without qualification, the liability and all other obligations of the solid waste collector. Each solid waste collector shall file, on or before July 1 of each calendar year, with the city clerk, a statement of ownership and shall verify the same as being true and correct under penalty of perjury under the laws of the State of California.
- (c) *Revocation.*
 - (1) A permit may be revoked at the option of the city council in the event there is a change of ownership of any kind or nature of the operating company, unless approval therefor has been obtained hereunder. If it is determined by the city manager that solid waste collector has not complied with the provisions of this chapter, the permit, and all other applicable statutes, ordinances, rules and regulations, the city manager shall notify the solid waste collector in writing of noncompliance and shall order compliance within thirty (30) calendar days.
 - (2) If noncompliance is not corrected within the above-prescribed thirty-day period, the city council, following a public hearing upon at least ten (10) calendar days' prior written notice to the solid waste collector, may terminate the permit. The city council's decision shall be final.

Sec. 10-68. - Charges for refuse collector service.

- (a) *Rate adjustments.* Except as otherwise provided by the franchise agreement, all revisions in charges levied must be submitted to the city council for review and action and must be approved by

resolution of the city council following a public hearing upon at least ten (10) calendars days' prior written notice to the solid waste collector and others as required by law.

Sec. 10-69. - Recyclable material and organic material collection services.

Refuse collectors shall:

- (a) Provide an original and any replacement organic materials and/or recyclable materials receptacle(s) to each solid waste customer. The color of receptacle(s) may be approved by the city council and shall not cause health or safety hazards to solid waste customers or refuse collector personnel. The receptacle(s) shall be provided without charge and remain the refuse collector's property.
- (b) Collect recyclable and/or organic materials at least once a week, on the same day, and during the hours specified for regular solid waste collection. No alternate collection schedule is permitted unless pre-approved in writing by the city manager. Refuse collectors may collect such receptacles in the same manner as regular solid waste collection.
- (c) Provide recyclable and/or organic materials collection services to each location within the area(s) that the refuse collector serves for regular solid waste collection. Such service shall be provided at nondiscriminatory rates approved by the city council.

Sec. 10-70. - Solid waste collector reports.

Upon issuance of a franchise hereunder, the solid waste collector shall submit the following, except as otherwise provided in the franchise agreement:

- (1) *Annual reports.* The solid waste collector shall prepare and submit an annual report, using a tabular and/or graphic format, or other commonly used data base management program (e.g., Excel, etc.) as approved by the city, within sixty (60) calendar days after the close of each calendar year. The report shall include, but is not limited to, the following information:
 - a. A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of solid waste customers for each class of services;
 - b. A report, in a form satisfactory to the city, on the city's progress in meeting and maintaining its ability to meet its goals under the Acts as applied to the solid waste collector's service area, along with any recommended changes;
 - c. A revenue statement, setting forth quarterly compliance fees, and the basis for the calculation thereof, certified for accuracy, under penalty of perjury under the laws of the state by an officer of the solid waste collector.
- (2) *Monthly reports.* Solid waste collector shall prepare monthly reports, using a tabular and/or graphic format or other commonly used data base management program as approved by the city, during the term of the franchise monthly reports shall be submitted to the city on a quarterly basis, within twenty (20) days from the end of the quarter. At a minimum, the reports shall include:
 - a. Summaries of tonnage collected and disposed of by generator type, disposal and/or recycling facilities used, and disposal fees paid;
 - b. Summaries of tonnage of recyclable material and organic material collected, by material, and by route;
 - c. Summaries of tonnages of non-recyclables and contaminants disposed;
 - d. Summaries of tonnages, using an approved sampling methodology, of each material sold or otherwise exchanged for processing, by material type;
 - e. Average market process for each material sold, and processing charges or acceptance fees for organic waste to other applicable materials;

- f. Participation rates for each route in terms of set out counts and average pounds collected per solid waste customer;
 - g. Description of progress in meeting the implementation schedule, including the problems encountered and how they were resolved;
 - h. Summaries of the number of service complaints by route, including the date, nature of complaint, and how it was resolved.
- (3) *Ad hoc reports*. Solid waste collector shall provide all required reports of varying detail and format, as specifically requested by the city, to meet unforeseeable information queries of the California Integrated Waste Management Board, Imperial County Integrated Waste Management Task Force, or other public agencies or as otherwise requested by the city.

Sec. 10-71. - Adverse information.

Solid waste collector shall provide the city two (2) copies of all reports, or other material adversely affecting the solid waste collector submitted by solid waste collector to the EPA, to CalRecycle or any other federal or state agency. Copies shall be submitted to the city simultaneously with solid waste collector's filing of such matters with said agencies. Solid waste collector's routine correspondence to said agencies need not be automatically submitted to the city, but shall be made available to the city upon written request.

- (1) Solid waste collector shall submit to the city copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the solid waste collector to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other governmental bodies relating specifically to solid waste collector's performance of services pursuant to the permit. Any confidential data exempt from public disclosure shall be retained in confidence by the city and its authorized agents and shall not be made available for public inspection.
- (2) Solid waste collector shall submit to the city such other information or reports in such forms and at such times as the city may reasonably request or require.
- (3) All reports and records required under this or any other section shall be furnished at the sole expense of the solid waste collector.
- (4) A copy of each solid waste collector's annual and other periodic public financial reports and those of its parent, subsidiary and affiliated corporations and other entities, as the city requests, shall be submitted to the city within thirty (30) days after receipt of a request.

Sec. 10-72. - Failure to report.

The refusal, failure or neglect of the solid waste collector to file any of the reports required, or to provide adverse information, or the inclusion of any materially false or misleading statement or representation made knowingly by the solid waste collector in such report shall be deemed a material default under the franchise, and shall subject the solid waste collector to all remedies, legal or equitable, which are available to the city under the permit or otherwise.

Sec. 10-73. - Additional requirements of solid waste collectors (authorized haulers).

- (a) Solid waste collectors other than the exclusive franchisee shall obtain and maintain a business license with the city.
- (b) Solid waste collectors shall keep separate in separate containers those refuse, recyclable materials, and organic materials that have been source-separated by commercial generators multi-family generators, residential premises, or special events.
- (c) Solid waste collectors shall ensure that segregated recyclable materials are delivered to a recycling facility and that segregated organic materials are delivered to an organic materials processing facility, except that a container that contains unacceptable levels of contamination may be delivered for refuse disposal if the solid waste collector notifies the city of the occurrence; the date of the

occurrence; and the account name, primary contact, phone number, billing address, and service address for the solid waste customer at which the container is located.

- (d) Within five days of a written request by the city, solid waste collector(s) shall provide progress reports providing the following information, at a minimum:
 - (1) Total number of solid waste customers to whom the solid waste collector currently provides refuse, recyclable materials, and organic materials collection service within the city's boundaries;
 - (2) For each solid waste customer, the account name, identifying number, primary contact, phone number, billing address, and service address;
 - (3) Information on the type of collection service provided, such as refuse, recyclable materials, or organic materials services;
 - (4) The weekly volume and type of collection service provided, including the number, type, and size of containers serviced and the days of service for each container;
 - (5) Name and location of the solid waste facilities where materials are delivered for processing;
 - (6) List of accounts not in compliance with this chapter, including whether they are excluded or exempt based on the exemptions in sections 12-34 below.

ARTICLE II. - MANDATORY COMMERCIAL AND MULTI-FAMILY RESIDENTIAL RECYCLING

Sec. 10-74. - Application of this article.

- (a) *Exclusions* . Commercial solid waste customers, multi-family dwelling solid waste customers and entities responsible for special events who generate fewer than four cubic yards of refuse for collection service per week shall be excluded from the requirements of this article.
- (b) *Exemptions* . Multi-family generators, commercial generators, and special events that can document using the methods described in subsection (g) of this section that the circumstances described in subsections (f)(1) and (2) of this section pertain to their operations shall be exempt from the requirements of this chapter:
- (c) *No generation of recyclable materials and/or organic materials*. Solid waste customers, commercial generators, and special events may be exempt from the requirements of this chapter if the solid waste customer, commercial generator, or special event unless that customer demonstrates to the sole satisfaction of the city manager or her designee that based upon the criteria set out in this chapter, no recyclable materials or organic materials are generated on site.
- (d) *Space constraints and zoning considerations*.
- (e) Residential solid waste customers may be exempt from the requirements of this chapter if the city determines that either:
 - (1) There is inadequate space for a solid waste customer to store containers for recyclable materials or organic materials on site and that it is infeasible for the solid waste customer to share recyclable materials or organic materials containers with adjacent commercial premises or multi-family dwellings; or
 - (2) Compliance with this chapter will result in violating city zoning or other regulations.
- (f) Commercial generators, multi-family generators, and special events may be exempt from the requirements of this chapter if the city determines that either:
 - (1) The solid waste customer that is responsible for managing solid waste for the commercial generator, multi-family generator, or special event is excluded or exempt from providing containers for recyclable materials or organic materials; or
 - (2) There is inadequate space for the commercial generator or special event to store receptacles for recyclable materials or organic materials on site and that it is infeasible for the commercial

generator or special event to deposit recyclable or organic materials directly into containers without an intermediate receptacle; or

- (3) Compliance with this chapter will result in violating city zoning or other regulations.
- (g) *Verification of exemption*. The solid waste customer, commercial generator, or special event shall petition the city manager with a written request for an exemption documenting the circumstances of a claimed exemption. The city manager through her designee may visit the solid waste customer's, commercial generator's, or special event's site; examine the receptacles for refuse, recyclable materials, or organic materials; or take other actions to verify the circumstances identified in the petition. The solid waste customer, commercial generator, or special event requesting an exemption shall not be granted an exemption from the requirements of this chapter if the city determines that (1) recyclable materials or organic materials are generated on site, (2) it is feasible for containers and receptacles for recyclable materials and, as necessary, for organic materials to be placed on site, and (3) it is feasible to share recycling containers with an adjacent commercial premises or multi-family dwelling.
- (h) The city by resolution may impose an administrative fee on petitioning entities to cover the costs of processing such petitions. The city may require the solid waste customer, commercial generator, or special event that is granted an exemption from the requirements of this chapter to submit a renewal of its petition for an exemption every two years from the date the exemption was granted by the city.

Sec. 10-75. - Solid waste customers.

Each commercial customer, multi-family dwelling or entity responsible for a special event, shall be responsible for ensuring and demonstrating its compliance with the requirements of this chapter and specifically this article II. Each solid waste customer shall:

- (a) Subscribe to an adequate level of service for recyclable materials and, when applicable, organic materials generated at the commercial premises, multi-family dwelling, or special event if the customer does not self-haul those recyclable materials or organic materials to a recycling or organics materials processing facility pursuant to the provisions of section 10-78 of this article.
- (b) Provide, directly or through the solid waste collector, appropriate and sufficient containers, placed in appropriate and accessible locations with adequate signage, to ensure maximum segregation of recyclable materials by all commercial generators, multi-family generators, and special events and to ensure maximum segregation of organic materials by food service providers.
- (c) Provide, post and maintain signs containing information and instructions on the proper segregation and storage of recyclable materials and organic materials in areas where containers are located. The signs shall meet the requirements of CalRecycle when available and the hauler shall provide sample signs.
- (d) Ensure that all containers used for collecting and storing recyclable materials and organic materials (1) are labeled with or have adjacent to the container signs that display the appropriate information to enable users to clearly differentiate which containers are used for recyclable materials, organic materials, and refuse; (2) display the name of the solid waste collector that provides collection service of the container; and (3) ensure that users of the containers make efforts to minimize the contamination of material placed in the containers.
- (e) Distribute this chapter 10 and appropriate educational materials to all commercial generators, multi-family generators, and legal entities responsible for special events at the commercial premises or multi-family dwelling at least once each year by mail or personal delivery. All new commercial generators, multi-family generators, and special events shall receive this information upon occupancy or contracting for service.
- (f) Educational materials shall include (1) the requirement and procedures to ensure the accurate segregation of recyclable materials and organic materials from refuse; (2) the commercial generator's, multi-family generators, or special event's responsibilities regarding compliance

with this chapter; and (3) the types and location of recyclable materials, organic materials, and refuse containers.

- (g) Ensure that instructions or training materials provided to commercial generators, multi-family generators, and special events are promptly made available to the city upon request.
- (h) Ensure that the contents of the recyclable materials and organic materials containers are not collected for refuse disposal unless the contents of these containers include unacceptable levels of contamination.
- (i) Customers shall pay an additional fee based on the size of the container for recyclable materials and organic materials containers that are collected for refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination as defined pursuant to section 10-41.

Sec. 10-76. - Commercial generators.

In addition to the requirements of section 10-75, each commercial generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this chapter. Each commercial generator shall:

- (a) Ensure the segregation of recyclable materials and organic materials from refuse by placing each type of material in a separate designated receptacle or container, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic materials.
- (b) Provide an adequate number and type of labeled receptacles needed for segregating and storing recyclable materials and organic materials and provide adequate access to those receptacles.
- (c) Post and maintain signs containing information and instructions on the proper segregation and storage of recyclable materials and organic materials in areas where receptacles are located.
- (d) Ensure that all receptacles used for collecting and storing recyclable materials, organic materials, and refuse are labeled with signs or labels that display the appropriate information to enable users to clearly differentiate which receptacles are used for recyclable materials, organic materials, and refuse, to minimize the contamination of material placed in receptacles.
- (e) Provide adequate instructions to employees, contractors, and volunteers of the requirements of this chapter, including (1) the requirement and procedures to ensure the segregation of recyclable materials and organic materials from refuse; (2) the employee's, contractor's, and volunteer's responsibilities regarding compliance with this chapter; and (3) the types and location of receptacles and containers for recyclable materials, organic materials, and refuse.
- (f) Ensure that instructions or training materials provided to employees, contractors, and volunteers are promptly made available to the city upon request.
- (g) Ensure that the contents of receptacles are deposited in the proper container and ensure that the contents of the receptacles for recyclable materials and organic materials are not delivered to refuse containers.
- (h) Commercial generators may be assessed an additional fee based on the size of the container for recyclable materials and organic materials containers that are collected for refuse disposal by the franchisee if the contents of their recyclable materials and organic materials containers contain unacceptable levels of contamination.

Sec. 10-77. - Special events.

The entity responsible for a special event shall be responsible for ensuring and demonstrating compliance with the requirements of this chapter. In addition to other requirements in this chapter and the Municipal Code, each special event shall:

- (a) Segregate recyclable materials and, for special events that include food service or use food service establishments, organic materials from refuse by placing each type of material in a separate designated receptacle or container, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic materials.
- (b) Ensure the special event has access to an adequate number and type of containers needed for collecting and storing recyclable materials and, when applicable, organic materials generated at and by the special event.
- (c) Provide or ensure the provision of adequate receptacles throughout the special event location to make the segregation of recyclable materials and organic materials convenient for employees, volunteers, contractors, vendors, exhibitors, presenters, visitors, attendees, customers, and other persons on site.
- (d) Provide or ensure the provision of an equal or greater number of receptacles for recyclable materials and, when applicable, organic materials to receptacles for refuse. Individual receptacles for recyclable materials, organic materials, and refuse shall be placed as close together as possible throughout the special event location in order to provide equally convenient access to receptacles for recyclable materials and organic materials as to receptacles for refuse.
- (e) Ensure that all receptacles used for segregating and storing recyclable materials, organic materials, and refuse are affixed with signs or labels that display the appropriate information to enable users to accurately segregate solid waste and to clearly differentiate which receptacles are used for recyclable materials, organic materials, and refuse, to minimize the contamination of material placed in receptacles.
- (f) Require food vendors and food service establishments to have at least one separate receptacle each for recyclable materials, organic materials, and refuse for use by employees, contractors, custodians, customers, visitors, and other persons on site.
- (g) Distribute chapter requirements and appropriate informational materials to all vendors, exhibitors, and other commercial generators during event planning and setup.
- (h) Ensure that the contents of the receptacles for recyclable materials and organic materials are not delivered to refuse containers unless they include unacceptable levels of contamination.

Sec. 10-78. - Self-haulers.

- (a) Nothing in this chapter shall preclude any person, solid waste customer, commercial generator, multi-family generator, or special event from self-hauling recyclable materials or organic materials generated by that entity to a recycling or organics materials processing facility before placement in the solid waste stream.
- (b) Self-haulers shall:
 - (1) Comply with the requirements in this chapter by delivering for recycling those items that can be recycled by local recycling facilities and establishments and shall comply by delivering for organic materials processing those items that are accepted by local organic materials processing facilities.
 - (2) Provide proof of compliance with this chapter, upon request by the city; proof includes but is not limited to a receipt from a recycling or organic materials processing facility that clearly identifies the type and quantity of material delivered and an application for exemption from the necessity for refuse collection.
- (c) Notwithstanding, self-haulers shall not dispose of any solid waste in any manner not permitted by this chapter. To do so is a violation of this chapter punishable as set out in section 10-82.

Sec. 10-79. - Reserved.

Sec. 10-80. - City authority.

The Community Development Department Director may designate staff to act as a Code Enforcement Officer and is authorized to administer and enforce the provisions of this chapter. To the extent permitted by law, the appointed Code Enforcement Officer per the Community Development Department Directors Discretion, may inspect any collection container and any solid waste collector's load for refuse, recyclable materials, or organic materials. To the extent permitted by law, the city or its designee may also inspect the premises of any residential premise, commercial premises, multi-family dwelling, or special event or self-hauler's load to determine compliance with the provisions of this chapter.

Sec. 10-81 - Enforcement.

The city shall enforce this chapter with the goal of maximizing the amount of recyclable materials and organic materials properly segregated and ensuring that recyclable materials and organic materials that have been properly segregated by the solid waste customer, commercial premise, multi-family generator, or special event are correctly collected and delivered to recycling and organics materials processing facilities. The city shall require the solid waste collector to conduct the following activities to enforce this chapter:

- (a) Provide details on the requirements of this chapter to affected solid waste customers, commercial premises, multi-family generators, and special events;
- (b) Develop and disseminate public education and promotional materials relating to the importance of recycling and organic materials processing and the availability of recycling and organic materials processing opportunities available to solid waste customers, commercial generators, multi-family generator, and special events;
- (c) Provide technical assistance and training to solid waste customers, commercial generator, multi-family generators, and special events to increase recycling;
- (d) Enforce provisions of the franchise agreement for collection of recyclable materials, organic materials, and refuse with the franchisee to stimulate demand for recyclable materials and organic materials collection service.

Sec. 10-82. - Penalties.

- (a) The city may issue administrative fines for violating this chapter or any rule or regulation adopted pursuant to this chapter, except as otherwise provided in this chapter. The city's procedures on imposition of administrative fines are hereby incorporated in their entirety and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter; provided, however, that the city may adopt regulations providing for lesser penalty amounts for solid waste customers, commercial premises, or special events.
- (b) A violation notice shall be issued and served upon the solid waste collector, solid waste customer, commercial premises, or special event for violations of this chapter. When a violation notice is served, public nuisance proceedings and/or code enforcement proceedings under the city's code shall apply.
- (c) All administrative civil penalties collected from actions brought pursuant to this chapter shall be paid to the city and shall be deposited into an earmarked account that is available to fund activities to implement the applicable provisions of this chapter.
- (d) Notwithstanding, the city attorney may seek injunctive relief or civil penalties in the superior court or may pursue any other remedy legally available to the city.
- (e) Violations and Administrative Citation Regulation Service Fines are outlined in Resolution No. 2009-48.

Sec. 10-83. - No effect on other powers.

- (a) This chapter does not do any of the following:
- (1) Otherwise affect the authority of the city or its designee to take any other action authorized by any other provisions of law or regulations.
 - (2) Restrict the power of a city attorney, district attorney, or the attorney general to bring in the name of the people of California any criminal proceeding otherwise authorized by law.
 - (3) Prevent the city from cooperating with, or participating in, any proceeding.
 - (4) Affect in any way existing contractual arrangements including franchises, permits, or licenses previously granted or entered into between the solid waste collectors and city.
- (b) *Cumulative remedies* . Any remedy provided under this chapter is cumulative to any other remedy provided in equity or at law. Nothing in this chapter shall be deemed to limit the right of the city or its solid waste operators to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the city or its solid waste operators. The fees and penalties imposed under this chapter shall constitute a civil debt and liability owing to the city from the persons, firms, or corporations using or chargeable for such services and shall be collectible in the manner provided by law.
- (c) *Liability* . Nothing in this chapter shall be deemed to impose any liability upon the city or upon any of its officers or employees including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

Sec. 10-84. - Disclaimer of liability.

The degree of protection required by this chapter is considered to be reasonable for regulatory purposes. The standards set forth in this chapter are minimal standards and do not imply that compliance will ensure safe handling of recyclable materials, organic materials, or refuse. This chapter shall not create liability on the part of the city, or any of its officers or employees, for any damages that result from reliance on this chapter or any administrative decision lawfully made in accordance with this chapter. All persons handling solid waste within the boundaries of the city should be and are advised to conduct their own inquiry as to the handling of such materials. In undertaking the implementation of this chapter, the city is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

Sec. 10-55. - Duties discretionary.

Subject to the limitations of due process and applicable requirements of state or federal laws, and notwithstanding any other provisions of this chapter, whenever the words "shall" or "must" are used in establishing a responsibility or duty of the city, its elected or appointed officers, employees or agents, it is the legislative intent that such words establish a discretionary responsibility or duty requiring the exercise of judgment and discretion.

City of Imperial Planned Activities as of December 2020

For Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics (AB 1826)

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments
Program Development				
Mandatory Commercial Recycling (MCR) and Mandatory Commercial Organics Recycling (MORE)				
Franchise amendments	Contract needs to be amended to include monitoring program	The City of Imperial	February 2021	-Informational Item during January 6 th , 2021 City Council Meeting. -Tentative Action item during January 20 th 2021 City Council Meeting.
Municipal code updates	Modify or amend solid waste disposal and recycling requirements for food waste under the State law (AB1826 & SB1383)	The City of Imperial	February 2021	-Draft ordinance reading- January 6 th , 2021 -1 st Reading of Draft ordinance by City Council- January 20 th 2021 -2 nd Reading of Ordinance by City Council- February 3 rd 2021.
Identify technical Assistance Team	Resources for site visits, data management methods	The City of Imperial in conjunction with Republic Services	March/April 2021	The City will be utilizing the Code Enforcement Officer to conduct site visits and collect data. The City will also establish a contact point regarding site visits from Republic Services
Commence educational Campaign to covered commercial generators	Develop Educational Materials Identify communication approaches with Commercial Property Owners and Managers Provide education/training.	City of Imperial, Republic Services, and IVRMA	March/April 2021	Imperial will use hauler customer lists and business license lists. <i>Emails/Letters/Visits/virtual meetings with business owners</i>
Initial Visits to Covered Generators	Determine # of recycling bins needed, location of bins, and frequency of service	Republic Services	February 2021	Republic Services and IVRMA have began site visits and outreach. It would be a continuation of efforts once the ordinance has been approved by the City of Imperial.
Commence bin roll-out to covered generators	Republic Services to roll-out bins once ordinance is adopted by the City.	Republic Services	March 2021	Once the City of Imperial Approves the Ordinance, in during the tentative February 17, 2020 City Council Meeting, Republic Services can begin signing businesses up and delivering bins.
Ongoing Education	Communication of Requirements and how to comply locally. Educational Material and Recycling Guide Services mailed to residents and businesses.	City of Imperial, Republic Services, and IVRMA	Ongoing	IVRMA Monthly On-Site contacts is provided to all subject entities Educational material & Recycling Guide on recycling requirements on AB341 & AB1826 with free blue recycling waste baskets for tenants Follow-up monthly calls commercial and multifamily dwelling owners

City of Imperial Planned Activities as of December 2020

For Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics (AB 1826)

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments
				Introduction to Recycling Presentations is provided to multifamily dwellings and elementary schools. City of Imperial to: Send out reminders to operators in compliance and not in compliance. Along with providing information on the City website, Facebook page, and Instagram page.
Finalize service adjustments	Internal Audit of services	City of Imperial and Republic Services	June 2021	Meeting with Republic Services to follow-up on any adjustments regarding services.
Commercial & Multifamily Education & Outreach				
Electronic (e.g., website, newsletter, videos, social media, etc.)				
Education and Outreach	City introduces Recycling City Program	City of Imperial	Begin February 2021 and Ongoing after introduction	City Website updated and maintained with CalRecycle Mandates and Requirements, Facebook page, Instagram page to share information
Education and Outreach	Jurisdiction hauler establishes all commercial and multifamily organic generators with recycling service	Republic Services and City of Imperial	Ongoing by IVRMA and Republic Services. City of Imperial to commence outreach during February 2021	
Print (e.g., flyers, brochures, bill inserts, mailers, signage, etc.)				
	City provides SB1826 Outreach to introduce City and State Recycling Requirements and information on educational materials to all subject covered generators	City of Imperial	March-June 2021	City of Imperial to provide businesses and residents with information on locations that can provide sign services for required recycling material needed onsite.
				Updated December 2020: IVRMA http://ivrma.org/ Print (Please provide flyers and other educational materials available) Franchised Hauler: Flyers and bill inserts City educational material provided to residents (not from the franchised hauler) February 2021: IVRMA: Recycling Guide

City of Imperial Planned Activities as of December 2020

For Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics (AB 1826)

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments
Direct Outreach (e.g., presentations to business groups, booths, etc.)				
	Electronic Print Direct Outreach	IVRMA, Republic Services, City of Imperial- Code Enforcement Officer	February 2021-June 2021	City will conduct meetings and workshops with businesses. The City will be looking at various interfaces to share information- Youtube, City website, City Facebook and Instagram pages. Websites are updated with education and information on AB341 & AB1826 (provide link and date of when it will be/was last up Franchised Hauler City Website Updated December 2020: IVRMA http://ivrma.org/ Print (Please provide flyers and other educational materials available) Franchised Hauler: Flyers and bill inserts City educational material provided to residents (not from the franchised hauler) February 2021: IVRMA: Recycling Guide AB 827 Signage (TBD due date) Currently researching resources available *City please provide a timeline on when food businesses are expected to comply with this mandate considering the setback we have had with COVID-19. Newsletters Franchise Hauler provide all educational material to City and IVRMA City: Display of educational material in lobby Direct Outreach Franchised Hauler Franchise Hauler direct on-site contact and phone calls providing recycling services according to State and City requirements IVRMA On-Site and Door to Door outreach Introduction to Recycling AB341 & AB1826 Presentations

City of Imperial Planned Activities as of December 2020

For Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics (AB 1826)

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments
				Free recycling waste baskets to tenants and businesses
Monitoring of Covered Entities				
The City should consider monitoring follow-up methods that will be effective in increasing compliance, such as direct contact, enforcement, etc.				
Communication of Requirements (letters, emails, phone calls, site visits, etc.)				
	Franchised Hauler	Franchised Hauler		Provides direct onsite contact and phone calls Conducts annual audit on waste assessment and right sizing Compiles data of non-compliant commercial and MCR generators with AB341 & SB1826 Send list of Non-Compliant entities to City
		City		Sends Non-Compliant Letters to subject entities (draft sample to be discussed at the next IVRMA TAC Meeting- January 2021) Enforcement – notices of violations Provides 1-year Exemption letter upon request and approval (draft sample and process to be discussed at the next IVRMA TAC Meeting- January 2021) Reports approved exempt properties to IVRMA via email
Site Visits: Commercial (waste assessments, right sizing, provide education, etc.)				
	On-Site Outreach	IVRMA	Ongoing	Monthly follow up phone calls Educational Material and Presentation provided Monitors compliant and non-compliant entities Tracks exempt properties Monitors and tracks 3 rd Party and Self-Haulers Provides Monthly Compliance Status to City Ongoing media/video at the Brawley and El Centro DMV on AB341 Identifies edible food donators

City of Imperial Planned Activities as of December 2020

For Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics (AB 1826)

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments
Site Visits: Multifamily (waste assessments, right sizing, provide education, etc.)				
	On-Site Outreach	IVRMA	Ongoing	Monthly follow up phone calls Educational Material and Presentation provided Monitors compliant and non- compliant entities Tracks exempt properties Monitors and tracks 3 rd Party and Self-Haulers Provides Monthly Compliance Status to City Ongoing media/video at the Brawley and El Centro DMV on AB341 Identifies edible food donators
Identification (back haul, self-haul, edible food donations, etc.)				
	Identify locations conducting said activities (back haul, self- haul, edible food donations, etc.)	Republic Services IVRMA Code Enforcement- City of Imperial	March 2021- Ongoing	3 rd Party Self Haulers will be identified after ordinance is approved by the City.
Enforcement (if needed and applicable, such as notices of violations)				
	Code Enforcement	City of Imperial Republic Services IVRMA	June 2021-ongoing	Once the City approved the ordinance, it can begin conducting outreach & education. There will be a grace period while we educate users. The City will rely on reports from IVRMA and Republic Services in conjunction with the City conducting Code Enforcement of users Actively via the Code Enforcement officer.
MISC (exemptions, barriers etc.)				

City of Imperial Planned Activities as of December 2020

**For Mandatory Commercial Recycling (AB 341) and
Mandatory Commercial Organics (AB 1826)**

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments

City of Imperial Planned Activities as of December 2020

For Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics (AB 1826)

Action Item(s)	Description	Responsible Party	Date of Completion/ Frequency	Progress Comments
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MCR Businesses		As of 10/1/20	As of 1/1/21	As of 4/1/21	As of 7/1/21
Total Number Subject to AB 341		44			
- Recycling with (name hauler)		34			
- Self-Haul or 3 rd Party Recycling		IVRMA			
- Verified Exemptions		0			
Total Number Not Recycling		10			
Percent Not Recycling		23%			
MCR Multifamily		As of 10/1/20	As of 1/1/21	As of 4/1/21	As of 7/1/21
Total Number Subject to AB 341		37			
- Recycling with (name hauler)		32			
- Verified Exemptions		0			
Total Number Not Recycling		5			
Percent Not Recycling		14%			
MORe Businesses		As of 10/1/20	As of 1/1/21	As of 4/1/21	As of 7/1/21
Total Number Subject to AB 1826		11			
- Recycling with (name hauler)		0			
- Self-Haul or 3 rd Party Recycling		IVRMA			
- Verified Exemptions		11			
Total Number Not Recycling		36			
Percent Not Recycling		100%			
MORe Multifamily		As of 10/1/20	As of 1/1/21	As of 4/1/21	As of 7/1/21
Total Number Subject to AB 1826		7			
- Recycling with (name hauler)		0			
- Verified Exemptions		0			
- Self-Haul or 3 rd Party Recycling		IVRMA			
Total Number Not Recycling		7			
Percent Not Recycling		100%			



3354 Dogwood Rd, Imperial, CA 92251
(760) 337-2418 republicservices.com



State Recycling Requirements for Businesses and Multi-Family Customers

To Our Valued Commercial Businesses and Multifamily Customers,

The State of California has passed Assembly Bill AB 1826 in a requirement that businesses and apartment complexes which generate organic waste must arrange for organic waste recycling. Immediately affected are those that generate 2 or more cubic yards of organic waste per week.

Republic Services will be offering an organic cart full-service program with a monthly cost of \$45 per cart. Each business would be provided with one-65-gallon cart that would be replaced weekly with a clean cart. Businesses have the option to request additional carts should they need to.

For businesses that are interested in implementing on-site recycling, Republic Services offers recycling at a reduced rate. In the next few weeks, the experts from Republic Services will contact you to conduct FREE waste & recycling assessments and technical assistance and training. This will help us determine your trash and recycling needs and to provide guidance to develop the right program for you.

We appreciate your continued support, and look forward to building a more sustainable City of Imperial. If you have any questions, please contact Republic Services (760) 337-2418.

Regards,

Republic Services



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Requisitos Estatales de Reciclaje para Negocios y Clientes de Multi-Familiares

A Nuestros Valiosos Negocios y Multifamiliar Clientes,

El Estado de California ha aprobado el proyecto de ley AB 1826 de la Asamblea en el que exige que las empresas y los complejos de apartamentos que generan desechos orgánicos deben organizar el reciclaje de desechos orgánicos. Se ven inmediatamente afectados aquellos que generan 2 o más yardas cúbicas de residuos orgánicos por semana.

Republic Services ofrecerá un programa de servicio completo de bote orgánico con un costo mensual de \$45 por bote. A cada negocio se le proporcionaría un bote de 65 galones que sería reemplazado semanalmente con un bote limpio. Las empresas tienen la opción de solicitar botes adicionales en caso de que sea necesario.

Para las empresas que están interesadas en implementar el reciclaje, Republic Services ofrece reciclaje a un precio reducido. En las próximas semanas, los expertos de Republic Services se pondrán en contacto con usted para realizar evaluaciones GRATUITAS de residuos y reciclaje y asistencia técnica y capacitación. Esto nos ayudará a determinar sus necesidades de recolección de residuos y reciclaje y a proporcionar orientación para desarrollar el programa adecuado para usted.

Agradecemos su continuo apoyo, y esperamos construir una ciudad más sostenible de Imperial. Si tiene alguna pregunta, comuníquese con Republic Services (760) 337-2418.

Respetablemente,

Republic Services