City Council Members

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

AGENDA

City Council
City of Imperial
220 West 9th Street
Imperial, CA 92251-1637
September 21, 2022
Closed Session at 6:00 pm
Open Session at 7:00 pm

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.

2. Email public comments to publicinformation@cityofimperial.org by 5:00 pm on Wednesday, September 21, 2022. Comments received by 5:00 pm will be read into the record during the regular meeting.

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

A. City Council Convenes to Closed Session at 6:00 pm

A-1. SUBJECT: Public Employee Performance Evaluation (GC 54954.5(e))

Title: City Manager

B. City Council Convenes to Open Session at 7:00 pm

Roll Call
Pledge of Allegiance
Adjustments to the Agenda
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. 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. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit on each person's presentation of three (3) minutes.

D. Consent Agenda:

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

D-1. Approval of the City Council meeting minutes from August 17, 2022 and August 23, 2022.
D-2. Reject all proposals received for RFP P2022-05 for Labor Compliance Services.
D-3. Approve purchase of Iteris Inc. signal light equipment.
D-4. Approve purchase of PLC control modules for WWTP.

E. Action Items: (Discussion/Action– Approve-Disapprove)

E-1. Subject: Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change and Subdivision Revision to the Victoria Ranch Unit 4B tentative Tract Map.

1. Introduction/ 1st reading by title only of Ordinance No. 822. Approving the zone change from R-1 (Single Family) to PUD (Planned Unit Development) within the Victoria Ranch specific plan.

2. Adoption of Resolution No. 2022-59, approving amendment to the Victoria Ranch specific plan, planned unit development zone change & subdivision revision to the Victoria Ranch unit 4B tentative tract map.

E-2. Subject: 2nd street rehabilitation and reconstruction project from old SR-86 to "P" street. BID 2021-05 / STBGK 5134(024).

1. Approval of balancing change order.

2. Acceptance of work completed.

3. Authorizing City Clerk to file notice of completion in the Imperial County Clerk/Recorders Office.

E-3. Subject: Approval of amended and restated Joint Powers Formation Agreement.

1. Approve the Imperial Valley Resource Management Agency (IVRMA) amended agreement.

E-4. **Subject: Discuss and approve emergency purchase and installation of 2000 AMP main breaker at WTP.**

1. Approve the purchase and installation of 2000 AMP main breaker at WTP.

E-5. **Subject: Discuss and approve emergency replacement of suction lines at various pump and lift stations.**

1. Approve the replacement of the suction's lines at pump and lift stations located at Sandalwood Glen and Aten, Colonia pump station, Cross and Aten and Sky Ranch pump station.

E-6. **Subject: Repairs to 6th Street Apartments**

1. Authorization to proceed with repairs to 6th Street Apartments with amount not to exceed $80,000.00.

E-7. **Subject: Enterprise Fleet Management Agreement**

1. Agreement between City of Imperial and Enterprise Fleet Management Not to Exceed $114,000.00 for Fiscal Year 2022-2023.

E-8. **Subject: Abusive Conduct Policy**

1. Resolution 2022 -61 to Adopt Abusive Conduct Policy

The Meeting of the City Council Adjourned Until the Next Regularly Scheduled Meeting, Wednesday, October 5, 2022, at 7:00 pm.

D-1

City Council Members

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

Minutes

Special Meeting of the City Council
City of Imperial
220 West 9th Street
Imperial, CA 92251-1637
August 23, 2022
Closed Session at 6:00 pm
Open Session at 7:00 pm

A. City Council Convenes to Closed Session at 6:00 pm

Council Members Present:
Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

City Staff Present:
Dennis Morita- City Manager
Alexis Brown- Assistant City Manager
Katie Turner- City Attorney
Laura Gutierrez-Administrative Services Director

A-1. **SUBJECT:** **Conference with real property Negotiators (Section 54956.8)**
Property: APN: 063-054-038, vacant parcel north of Belford Road and west of State Route Highway 86 (SR-86)
Agency Negotiator: City Manager
Negotiating Parties: 5th Street Development Imperial, LLC
Under Negotiation: Price and Terms

A-2. **SUBJECT:** **Conference with Legal Counsel – Existing Litigation.**
(Government Code Section 54959.9) One (1) case
Case No.: ECU 000568

A-3. **SUBJECT:** **Conference with Legal Counsel – Anticipated Litigation**
(Significant Exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9) One (1) potential case

A-4. **SUBJECT:** **Public Employee Performance Evaluation (GC 54954.5(e))**
Title: City Manager

B. City Council Convenes to Open Session at 7:00 pm

Mayor Dale called open session to order at 7:11pm

Roll Call:

Council Members Present:
Geoff Dale- Mayor, Katherine Burnworth-Mayor Pro Tem, Robert Amparano-Council Member Karin Eugenio- Council Member, and James Tucker-Council Member

City Staff Present: Dennis Morita-City Manager, Alexis Brown-Assistant City Manager, Katie Turner- City Attorney, Laura Gutierrez-Administrative Services Director, Othon Mora-Community Development Director, Ember Haller-Community Services Director, Jackie Loper-Public Services Director, Luis Anguiano-Information Technology Support Technician, and Jillian Mehdipour-Public Records Analyst.

Pledge of Allegiance:
Led by Robert Amparano

Adjustments to the Agenda:
Morita, requested the City Council allow an item to be added to the special meeting agenda, *approval of draw #7 to EAH, for pre-developments expenses.*

Brown, pulled item F-1 *Subject: Full-Time Limited Term Literacy Coordinator,* from the agenda.

Action:
Amparano, made a motion to approve the addition of agenda item, *approval of draw #7 to EAH, for pre-development expenses,* and the removal of item F-1 *Subject: Full-Time Limited- Term Literacy Coordinator* from the agenda. **Burnworth, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

Action Taken in Closed Session:

Turner, closed session items A-1, A-2, and A-3 were discussed, and A-4 was moved to the next meeting due to time restraints.

A-1: Direction by council were given to the negotiator on price and terms.
A-2: Litigation was discussed, direction was given, no reportable action.
A-3 Anticipated litigation was discussed, direction was given, no reportable action.

C. Public Appearances:

C-1. Matters not appearing on the agenda:

Michelle Hollinger, Victoria Homes addressed the council with an invitation to view and tour Victoria Ranch and see the plans.

C-2. Matters appearing on the agenda:
None.

D. Special Presentation:

Special Presentation: September Ovarian Cancer Awareness Month

Liz Nelson, from Clearity joined by Zoom and presented a slide show presentation. A proclamation was issued by the City Council proclaiming September Ovarian Cancer Awareness Month.

E. Consent Agenda:

E-1. Approval of the City of Imperial Treasurer`s Report for the month ending May 31, 2022

Action:

Tucker, made a motion to approve consent agenda item E-1 *Approval of the City of Imperial Treasurer`s Report for the month ending May 31, 2022.* **Burnworth, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

F. Action Items: (Discussion/Action– Approve-Disapprove)

F-1. Item Pulled from the Agenda

F-2. Subject: Purchase of a Hach Maintenance Service Contract Agreement.

Discussion:
Loper, presented the staff report.

Action:
Tucker, made a motion for *authorization for the purchase of a one-year maintenance service agreement with Hach for Controllers at Water and Wastewater plants.* **Burnworth, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0

Abstained: 0
Motion Passed 5-0

F-3. Subject: Labor Compliance Services for La Brucherie Road Widening Project.

Discussion:
Mora, presented the staff report. Burnworth, is this the cheapest proposal? Mora, yes.

Action:
Burnworth, made a motion to *award contract for labor compliance consulting services to Labor Compliance Consultants of Southern California LLC.* **Eugenio, seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 0
Abstained: 1
Motion Passed 4-0 with 1 abstention by Council Member Tucker

F-4. Subject: Morning Star Subdivision Unit 1B Final Map.

Discussion:
Mora, presented the staff report. Representative from the Morning Star Subdivision project was present and stated that he had a map reflecting the correct setting of the retention basin. The representative stated the plans they are currently working on the 1-A are the same, no changes to the 1-B. The representative asked Mora for clarification on the bond and deed of trust. Mora, explained the difference and process.

Action:
Burnworth, made a motion to *approve the final map and subdivision agreement for Morning Star Subdivision Unit 1B.* **Eugenio, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

Burnworth, made a motion to *authorize the City Clerk to record final maps and related documents.* **Eugenio, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

F-5. Subject: Cancellation of Regular Meeting and Continuation of Public Hearing.
Discussion:
Brown presented the staff report.

Action:
Eugenio, made a motion to *Cancel Regular Meeting of the City Council scheduled for September 7, 2022, and continue Public Hearing noticed for September 7th regarding Victoria Ranch Specific Plan.* **Burnworth seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

G. Successor Agency

G-1. Approval of Draw #7 to EAH, INC for Pre-Development Expenses.

Discussion:
Gutierrez, presented the staff report. Burnworth, do we have estimated completion time on this project? Mora, six to eight months. Eugenio, can you remind us of the location? Mora, its on Pearl avenue between 11th and 10th street on the west side of the barber shop.

Action:
Eugenio made a motion to approve *the # 7 draw to EAH INC for Pre-Development Expenses.* **Burnworth, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

At 7:40 pm Mayor Dale adjourned the meeting of the City Council until the next regularly scheduled meeting, Wednesday, September 21, 2022, at 7:00 pm.

City Council Members

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

Minutes

Regular Meeting of the City Council
City of Imperial
220 West 9th Street
Imperial, CA 92251-1637
August 17, 2022
Closed Session at 6:00 pm
Open Session at 7:00 pm

A. City Council Convenes to Closed Session at 6:00 pm

Mayor Dale called closed session to order at 6:00pm

Council Members Present:
Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member by Teleconference
Karin Eugenio- Council Member
James Tucker-Council Member

City Staff Present:
Alexis Brown- Assistant City Manager
Katie Turner- City Attorney

A-1. **SUBJECT:** **Conference with real property Negotiators (Section 54956.8)**
Property: APN: 063-054-038, vacant parcel north of Belford Road and west of State Route Highway 86 (SR-86)
Agency Negotiator: City Manager
Negotiating Parties: City of Imperial
Under Negotiation: Instructions to Negotiator Regarding Price and Terms

A-2. **SUBJECT:** **Conference with real property Negotiators (Section 54956.8)**
Property: Dahlia Drain; that portion of the Dahlia Drain located between Imperial Avenue and Ralph Road
Agency Negotiator: City Manager
Negotiating Parties: Imperial Irrigation District
Under Negotiation: Instructions to Negotiator Regarding Terms

A-3. **SUBJECT:** **Conference with Legal Counsel – Anticipated Litigation**
(Significant Exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9) One (1) potential case

A-4. **SUBJECT:** **Public Employee Performance Evaluation (GC 54954.5(e))**
Title: City Manager

B. City Council Convenes to Open Session at 7:00 pm

Mayor Dale called opened session to order at 7:15pm

Roll Call:
Council Members Present: Geoff Dale- Mayor, Katherine Burnworth-Mayor Pro Tem, Karin Eugenio- Council Member, James Tucker-Council Member

City Staff Present: Alexis Brown-Assistant City Manager, Katie Turner- City Attorney, Othon Mora-Community Development Project Manager, Ember Haller-Community Services Director, Jackie Loper- Public Services Director, Anthony Lopez- Parks Director, Alejandro Estrada-Information and Technology Director, Leonard Barra Police Chief, Alfredo Estrada- Fire Chief, Luis Anguiano-Information Technology Support Technician, Jillian Mehdipour-Public Records Analyst, and Max Sheffield- Police Captain.

Pledge of Allegiance:
Led by Anthony Lopez

Adjustments to the Agenda:
Burnworth, requested item E-2 "*Approval of the 2020 Stonegarden Memorandum of Understanding*" be moved to action items from consent.

Action Taken in Closed Session:
Item 1-A direction given to the City Manager on price and terms.
Item A-2 instructions on terms was given to the Negotiator.
One item of anticipated litigation was discussed, direction was given no reportable action.

C. Public Appearances:

C-1. Matters not appearing on the agenda:
Imperial Resident Charlene Valle, requested to speak. She was accompanied by other members of the community. The issue of concern is with ordinance warnings for violations issued at the Victoria Terrazas Community to all residents living on Saddleback and Meadowbrook Drive. The warning violations were for 13-8.1 obstructing the city right of way. Charlene stated that all of the residents' drive ways are not long enough for the vehicles to fit without obstructing the drive way, and the community streets do not allow parking. This is leaving residents to be fined daily or to park more than two blocks away from their homes.

Ester Frias, requested to speak. She was from the Victoria Terrazas Community. Ester, stated that the drive ways are to be 20 feet long, but her contract states that the driveway is 15 feet long, and some residents' contracts include measurements, while others do not. Ester, stated that she spoke with the code enforcer and asked if the code only applied to a normal driveway, to which he replied that it did. Ester, asked him if a 15-foot drive was not a normal driveway, why would she be cited? She stated she was told that it was not the code enforcer's concerns and that he was to enforce the law. Mayor Dale, advised all residents of Victoria Terrazas that the city is going to work out an action plan and no one will be issued fines for violations while their concerns are being addressed. Tuner, if anyone is issued a fine please contact the administration.

C-2. Matters appearing on the agenda:
None

F-5. **Subject:** **Memorandum of Understanding Between the City of Imperial and City of El Centro for the CAL Fire I.V. Urban Forest Tree Grant.**

Discussion:
Lopez, presented the staff report. Burnworth, how many trees is it? Lopez, it is 85. I believe it was a total of 500 distributed around the five cities. Based on our population, we received 85. Eugenio, where will most of the trees be planted? Lopez, we will be planting most of the trees at the Aten right away on the south side. You may recall we are phasing that in for improvements. The trees we are getting will be used for the improvement. Along with a few other parks will get trees. Dale, do we have a choice in the trees? Desert Rosewood stays green year-round. Lopez, the Arizona Rosewood is a first choice, and if they don't have it, we will go down the list from there. Eugenio, do we have enough trees left for the bike path? Lopez, no we don't.

Action:
Tucker, made a motion for *Approval of a memorandum of understanding between the City of Imperial and the City of El Centro for the Cal Fire I.V Urban Forest Tree Grant.* **Burnworth, seconded the motion.**

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

E-2. **Subject:** **Approval of the 2020 Stonegarden Memorandum of Understanding.**

Discussion:
Burnworth, I have a question about this dated 2020. Is this an extension of the contract? Sheffield, the federal government is two years behind on grant years. Burnworth, what is the grant used for? Sheffield, the grant is used to cover overtime for our officers. We assist Border Patrol in areas where they are unable to operate to assist with catching narcotics traffic.

Action:
Burnworth, made a motion to approve the *2020 Stonegarden Memorandum of Understanding.* **Tucker, seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

At 7:55 pm Mayor Dale adjourned the meeting of the City Council until the next regularly scheduled meeting, Wednesday, September 7, 2022, at 7:00 pm.

forward and make the request. Barra, that is correct, and we would like to collaborate with the school. Burnworth, is this a reimbursement of funds? Barra, I believe we do bill the school. Brown, Yes, that is correct. We bill based off of the time sheets.

Action:
Tucker, made a motion to approve the school resource officer agreement *between the City of Imperial and Imperial Unified School District for School Year 2022/2023.* **Burnworth, seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

F-3. **Subject:** **CPRS California Statewide Education and Funding Initiative Grant.**

Discussion:
Lopez, presented the staff reports.

Action:
Tucker, made a motion for *authorization to submit an application for the CPRS California Statewide Education and Funding Initiative Grant*. **Burnworth, seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

F-4. **Subject:** **Savanna Ranch Park Improvements.**

Discussion:
Lopez, presented the staff report. Eugenio, what was option two? Lopez, all three were variations of work out equipment. Option two had cardio, stationary, and swinging components for cross fit to include shading.

Action:
Tucker, made a motion for *Authorization to seek BIDS for Savanna Ranch Park Improvements.* **Burnworth, seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

D. Special Presentation

D-1. Teen Makers Summer Internship – Scholarship Presentation

Victoria Ceballos, introduced the four teen interns that participated in the Teen Makers Summer Internship. Each teen spoke about their experience with a side show. Each teen was presented a certificate and a scholarship of $500.00.

E. Consent Agenda:

E-1. Approval City Council Meeting Minutes August 3, 2022.

Action:
Tucker, made a motion to approve consent item E-1 *Approval of the City Council Meeting Minutes for August 3, 2022.* **Burnworth seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

F. Action Items: (Discussion/Action– Approve-Disapprove)

F-1. Subject: Bid #2022-05 Clearwell Pump Station Replacement & GAC Treatment Expansion and Filter Piping Replacement Project.

Discussion:
Loper, presented the staff report. Loper, stated the funding will come out of what is left from water bonds; the rest will come from capacity funds.

Action:
Tucker made a motion to *award Bid #2022-05 to Pyramid Building & Engineering Inc. for $6,060,623.00 with a 10% Contingency.* **Burnworth seconded** the motion.

Ayes: 4-0
Nays: 0
Absent: 1
Motion Passed 4-0

F-2. Subject: Approval of the School Resource Officer Agreement.

Discussion:
Barra, presented the staff report. Burnworth, is the school only requesting one or do we have an additional one, how would that process? Barra, at this time, they are only requesting one resource officer. Tucker, how is this being funded? Barra, the school has this in their budget. Tucker, so if they wanted a second officer, they would have to come

Agenda Item No. D-2

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	( )
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Public Services	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	AB

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: Reject Proposals for RFP P2022-05

DISCUSSION/ACTION:

1. Discuss and reject all proposals received for RFP P2022-05 for Labor Compliance Services.

DEPARTMENT INVOLVED: Public Services - Water

BACKGROUND/SUMMARY:

Public Services received two proposals for Labor Compliance Services for the Clearwell Pump Station Replacement & GAC Treatment Expansion & Filter Piping Replacement Project from:

- Cumming Management Group
- Contractor Compliance and Monitoring Inc

PFP was issued, requesting proposals based off engineers estimate of $4.9 million. Bid accepted for this project is $6,060,623.00.

FISCAL IMPACT: n/a

FINANCE INITIALS: DG

STAFF RECOMMENDATION: Reject Proposals

DEPT. INITIALS: [signature]

MANAGER'S RECOMMENDATION: Approve staff recommendation to reject

CITY MANAGER's INITIALS: [signature]

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

RECEIVED
SEP 09 2022
BY:

CONTRACTOR COMPLIANCE
AND MONITORING, INC.

Contractor Compliance and Monitoring Inc.'s

Statement of Qualifications

to the City of Imperial for

Labor Compliance Monitoring Services

P-2022-05

Contractor Compliance and Monitoring, Inc.
Deborah Wilder, President
635 Mariners Island Blvd. #200
San Mateo, CA 94404
Phone: 650-522-4403
www.ccmilcp.com
dwilder@ccmilcp.com

CONTRACTOR COMPLIANCE & MONITORING, INC.
www.ccmilcp.com
635 MARINERS ISLAND BLVD, SUITE 200, SAN MATEO CA 94404 - P 650-522-4403 - F 650-522-4402

Statement of Qualifications

Contractor Compliance and Monitoring, Inc. (CCMI) is submitting this Statement of Qualifications in response to the City of Imperial's RFQ for Labor Compliance Monitoring for the Clearwell Pump Station Replacement & GAC Treatment Expansion & Filter Pipeline Replacement Project.

CCMI has been a California corporation in good standing since 2002 and has provided labor compliance services to over 100 clients covering more than 1800 projects. We are the only third-party LCP which also has a licensed attorney with over 40 years of experience in this field as its principal owner and president. Thus, we bring a full understanding of the laws and regulations of labor compliance as well as the practical understanding of the construction industry from which CCMI's staff draws its experience. We believe that CCMI is uniquely qualified to perform this work for the following reasons:

- CCMI was an approved Third-Party Labor Compliance Program by the California Department of Industrial Relations (DIR) from March 2003 until September 2011 (when the DIR ceased "approving" Third Party Labor Compliance companies).

- CCMI has assisted over 50 agencies within the State is writing and obtaining approval of their DIR approved Labor Compliance Program.

- CCMI's staff comes from the construction industry itself with years of experience in working for general contractors/subcontractors or public agencies.

- CCMI has extensive experience with both California and Federal Davis Bacon compliance.

- CCMI has worked closely with the DIR and the U.S. Department of Labor (DOL) over the last two decades so that we are able to quickly contact those in authority to receive prompt and correct clarification on issues when necessary.

- CCMI has successfully represented public agencies, developers and contractors in DIR administrative hearings as well as DOL audits.

- CCMI is fully familiar with the electronic delivery systems of labor compliance and equity documents such as LCPtracker, Elations and others. CCMI President, Deborah Wilder, has been a featured speaker at every single one of LCPTracker' s annual conferences.

- CCMI believes in a proactive approach to labor compliance which is why we place special emphasis on a preconstruction conference to ensure that all contractors and subcontractors are aware of the requirements and expectations for labor compliance on the project.

- We create separate reports each month by subcontractor and then send these to the prime contractor so that the prime contractors can easily manage, direct and track the progress of its subcontractors on compliance issues.

- The depth of our knowledge also allows us to provide a contractor with the authority for our request or decision in a matter. i.e. We can reference the labor code by section which mandates overtime after 8 hours a day (disallowing a 4-10 workweek at straight time); we have a copy of the DIR decision and citation to the court case that mandates that all workers on the project (including sole proprietors and owners) be paid prevailing wages. When a contractor asks "where is it written", we are able to respond with confidence.

- We encourage contractors to call us with questions about labor compliance before it becomes a problem and we work with contractors to seek quick correction of errors and restitution of wages, while at all times maintaining a professional demeanor seeking strict compliance of the California Labor Code, regulations and other requirements.

- As CCMI's president, I am recognized as a leading authority in the field of prevailing wage, DBE, SBE and similar equity issues. I am the author of: *What Every Contractor Should Know About Prevailing Wages* © 3rd Edition 2021; *AGC of America's Davis Bacon Compliance Manual* 3rd Edition 2010, 4th Edition 2012, 5th Edition 2019; and, *Davis Bacon Handbook for Public Agencies* © 2nd Edition 2016.

CCMI's depth of knowledge and experience in prevailing wage and labor compliance cannot be met by any other labor compliance company in the country. CCMI is certified as a Small Business Enterprise (California Department of General Services) and DBE through CUCP, certified with the Supplier Clearinghouse as a WBE, and at www.sam.gov under the SBA's 8(m) program as an Economically Disadvantaged Women Owned Small Business (EDWOSB). We will perform all work under this agreement and will not subcontract out any work.

I have reviewed the RFP specifications, terms and conditions and CCMI is capable of performing the work. I am the main point of contact for this proposal and can be contacted at the address and phone number listed on the letterhead or via email at: dwilder@ccmilcp.com

Key Team Members for this project include: Jessica Finau, Manager; Erin Stous, Analyst; Carlos Hernandez (job walks)

For the last five years. CCMI's gross annual receipts exceeds a $1.5 million dollars. We also maintain a credit line at our bank in case of emergencies. We have a total of 15 full time employees and 3 part time employees. This gives us the stability and flexibility to assign staff based on the needs of our clients and the number of projects that need assistance.

I have reviewed the City's standard contract agreement (Attachment 1). I seek the following clarifications. Copyright: CCMI and I already have copyright protection over some of our materials and forms. We are happy to allow the City to have a limited license to use these materials, but need to be clear that our contractual relationship with the City will not in any way act to transfer any of those copyrights to the City. Indemnification. We agree to the defense provisions of this contract and we also agree to be financially responsible for any damage as the direct result of our own action, inaction or negligence. However, we will not assume liability for any proportional liability the trier of fact may find relating to any other party to the action, including the City.

We are unaware of any current or potential conflict of interest. All of our contractor clients have all signed agreements which include a statement that should they work on a project for which CCMI has been retained to implement the Labor Compliance requirements of a public agency, that the contractor will waive any conflict of interest (real or perceived) and allow CCMI to continue to perform work for the Agency.

We are submitting a detailed proposal for your review and encourage you to contact our references as they can certainly provide you with additional insight into the quality of our work. I am authorized to bind the company to this proposal. This proposal is a firm offer and will remain valid and open for 90 days after the due date of the proposal.

We look forward to having the opportunity to work with you.

Sincerely,

Deborah E G Wilder

Deborah E, G. Wilder, President

Relevant Experience and Qualifications

CCMI has been regularly and continuously engaged in providing prevailing wage monitoring services to public agencies, owners, developers and contractors for more than 19 years. We have represented over 100 different public agencies on over 1,800 projects. We have performed labor compliance monitoring for local, state and federally funded prevailing wages projects as small as $13,000 and as large as $2 billion dollars. Our largest project had over 175 subcontractors working on it.

Labor Compliance Program Experience

Contractor Compliance and Monitoring, Inc.'s staff works closely with the staff of the Department of Industrial Relations, whether through the OPRL, DLSE, DAS, Office of the Director or legal units. CCMI frequently attends meetings with the Director and DIR staff and also assists in the writing of regulations by contributing comments on proposed regulations impacting LCPs. CCMI has written over 50 Labor Compliance programs, all approved by the California Department of Industrial Relations, for public entities including the University of California, Livermore Valley Joint Unified School District, San Mateo County and the City of Campbell.

Experience with the Department of Industrial Relations

A substantial part of the CCMI's experience involves the monitoring of certified payrolls, including the proper use of wage determinations published by the Department of Industrial Relations (DIR) as well as the proper understanding and use of apprenticeship requirements, i.e. DAS-140 forms, training contributions and the requirements of Labor Code Section 1777.5 regarding the training of apprentices.

The firm's experience includes being involved with over one thousand audits with the Department of Industrial Relations. This includes both a "paper audit" of the certified payroll and related forms, as well as investigation of claims or charges of impropriety brought by the DIR and/or individual third parties against a contractor. CCMI has a good reputation with the DIR and has had several hundreds of its Request for Forfeitures approved without modification.

Experience with the Division of Apprenticeship Standards

CCMI is in contact with the Division of Apprenticeship Standards on a regular basis. Our staff has attended various training seminars offered by the DAS, as well as had individual meetings with them for clarification of updated regulations and procedures.

Experience with the Office of Policy, Research and Legislation

CCMI staff is constantly working with the OPRL (formerly the DLSR) and the information and data it publishes. Important notices are issued by the DIR frequently and ALL CCMI staff subscribe to this information. CCMI routinely contacts OPRL for coverage clarifications. CCMI is also in frequent contact with the DIR legal team relating to coverage and clarification of issues (at least monthly).

Experience with the Division of Labor Standards Enforcement

Deborah Wilder, president of CCMI, has over three decades of experience with the DLSE. This is the division which enforces the prevailing wage requirements and also conducts

Administrative Hearings on behalf of the DIR. Deborah has both prosecuted and defended hearings before the DLSE.

Davis-Bacon Experience

CCMI staff has worked on over 200 Davis-Bacon funded projects and successfully completed over four dozen federal audits, with the US Departments of Energy, Interior, Housing and Urban Development, Transportation and others. CCMI is familiar with CDBG requirements relating to prevailing wages and is prepared to comply with all CDBG requirements (Section 3, semi-annual and annual reporting as it relates to prevailing wage compliance). CCMI's expertise is recognized nationwide in part to Deborah Wilder's authoring the *AGC of America's Davis-Bacon Federal Compliance Manual* and Deborah's national presentation and training on the topic of prevailing wage, Davis-Bacon and related compliance.

Quality Control

CCMI staff attends all LCP training conducted by the DIR. CCMI staff regularly attends training conducted every year or two by the U.S. Department of Labor on Davis Bacon compliance. In addition, CCMI president Deborah Wilder conducts her own in-house staff training on new and updated regulations and implementations on a regular basis. Each staff member has his/her own Administrative Procedures manual (which is updated annually) to insure consistent implementation and compliance of LCP requirements.

Relevant Education and Staffing:

CCMI conducts training for its clients and for the public at large through various trade associations or Builder's Exchanges. CCMI publishes a newsletter once a month of recent prevailing wage changes and updates. Deborah updates her 3 books every few years to keep the public up to date on prevailing wage changes CCMI also attends and speaks at a variety of trade association functions: California Special District Association (CSDA); Alliance of California Water Agencies (ACWA); League of California Cities, NAHRO, PHADA and writes articles for a number of the associations' trade publications.

CCMI brings all of this expertise together to make sure we have the most up to date information relating to prevailing wage rules and enforcement.

Deborah Wilder, President

Deborah Wilder has been a practicing attorney in the field of construction and prevailing wage compliance for 40 years. She has represented scores of contractors in both State and Federal prevailing wage audits, apprentice issues and pension benefit issues. Her experience includes reviewing certified payrolls, interviewing employees and subcontractors regarding potential prevailing wage violations, calculating penalties and negotiating settlements with the DIR and DOL.

She has been hired as an "expert" in the field of prevailing wages and has made dozens of educational presentations to contractors and public agencies on the issue of prevailing wage compliance, including presentations before and in conjunction with: Women Construction Owners and Executives, USA, American Subcontractors Association, California Department of

Corrections, California Department of Transportation, and the U.S. Small Business Administration. Deborah is a much sought-after instructor in the field of prevailing wages consulting, conducting over a dozen seminars and webinars on the topic each year.

Deborah served on the Board of Directors of the Construction Craft Training Center from 1995-1997. CCTC is a licensed post-secondary educational facility which provides apprenticeship and training programs to both union and open shop training programs, including such companies as PG&E.

Deborah is the author of *What Every Contractor Should Know About Prevailing Wages 3rd Edition © 2021* focusing on federal and California prevailing wage requirements; *AGC of America's Davis-Bacon and Federal Contractor's Compliance Manual. 3rd Edition © 2010; 4th Edition © 2012 5th Edition 2019; and Davis Bacon Handbook for Public Agencies © 2014;2nd Ed. 2016.*

CCMI's employment of individuals with construction and prevailing wage experience is key to establishing good working relationships with the Client and the various contractors.

Jessica Finau- Manager:

Jessica is our most tenured employee, having joined the company in 2003. Her understanding of prevailing wage and public works contracting is extensive. She has worked with numerous agencies on bond funded projects and those with mixed funding where state and federal funding have created an overlap of prevailing wage compliance requirements.

Her projects include years of work with the University of California including UCLA, Irvine, and Riverside. She has worked on project as large as $160 million with over 175 different subcontractors.. She oversees all of our staff in our San Diego office. She is currently taking the lead on a wastewater treatment plant in eastern San Diego County. She is a graduate of California State University at San Diego

CCMI currently is auditing two desalter plants for two different Southern California cities. We have also worked on many repairs and upgrades to wastewater treatment plants throughout the state including new construction of such a plant near Davis, California.

Erin Stous, Analyst

While Erin has been with CCMI just a little more than a year, she comes to CCMI with over 10 years of prior experience in the field of prevailing wages. Her knowledge and experience in the field of prevailing wage is exceptional. Her attention to detail and ability to work with multiple contractors on complex prevailing wage projects is one of her strong suits.

Carlos Hernandez – Job Walks

Carlos conducts all onsite interviews for CCMI throughout the State each month. Carlos has previously worked in construction and is bilingual. Thus, he brings his safety conscious experience to the onsite visit as well as the ability to speak with workers in English or Spanish. He also checks the project site for required postings.

Technicians – Technicians typically perform routine tasks and data entry for the Analyst assigned to the project.

All of our Managers, Analysts and Technicians have completed the LCPtracker certification program relating to Labor Compliance proficiency.

Responsiveness to Project Requirements

Our responsiveness to project requirements can best to confirmed by contacting our references

References:

As CCMI has worked on hundreds of projects in the last three years, we are listing a sampling of public works districts for which we have performed work. The typical scope of work performed for each of these entities and project includes: Contract review, pre-construction conference, monthly interview of workers, monthly audit of prevailing wages, apprenticeship and training requirements (DAS-140, DAS-142, CAC 2), communication with the Agency/Client and contractors on a monthly basis, enforcement of deficiencies, review of all restitution and project closeout (Request for Forfeitures, Notice to Withhold, resolution of outstanding violations, etc.) and on many projects, compliance with federal Davis-Bacon requirements.

City of Sacramento
Project Description: 45 projects (CA and federal prevailing wage)
Status of Project: 2012-current
*Construction Cost: $*250,000-$11,000,000
Staffing: Yvonne Nickles, Erin Stous
Reference: Kirsten Wise, Labor Compliance Specialist
KWise@cityofsacramento.org
City of Sacramento, Department of Public Works
915 I Street, Room 2000
Sacramento CA 95814
P: 916.808.8195/C:916.600.7064

West Valley Community Services District
Project Description: 6 projects (CA, Prop 84 and Davis Bacon)
Status of Project: 2018-present
Construction Cost: $55,000-2 million
Staffing: Jessica Finau
Reference: Christine Nguyen, Operations Manager
10104 Vista Drive.
Cupertino, CA 95014
(Direct) 408.956.6112
christinen@wvcommunityservices.org

City of Camarillo

Project Description: *1 road project and 3 pipeline projects.*
Current project $40 million Desalter Plant.

Status of Project: 2013-current

Construction Costs: 5 projects $1.8 - $40 million

Staffing: Jessica Finau, Lynda Dubas

Reference: *CM of Desalter Plant:*
WSC, Inc.
Justin Pickard, P.E.
jpickard@wsc-inc.com
Phone: (805) 457-8833 ext. 124
Cell: (281) 300-8392

Christopher Malejan, PE, PMP
cmalejan@wsc-inc.com
Phone: (805) 457-8833 ext. 103
Cell: (805) 503-0611

Affirmative Action Policy

Contractor Compliance and Monitoring Inc. has long been an advocate of Affirmative Action and Equal Employment Opportunity. Our company AAP policy is set forth below;

CCMI through responsible managers shall recruit, hire, upgrade, train and promote in all job titles without regard to race, color, religion, ancestry, sex, gender, sexual orientation, marital status, national origin, age, handicap, physical or mental disability, medical condition, or status as a disabled veteran or a veteran of the Vietnam Era or any other prohibited category, except where sex and age are essential bona fide occupational qualifications (BFOQ) or where handicap is a bona fide occupational disqualification.

CCMI shall insure that all other personnel practices and procedures such as compensation, benefits, layoff, returns from lay off, firm-sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to any of the classifications stated above.

CCMI shall base employment practices and policies on the principles of Affirmative Action and Equal Employment Opportunity and with the intent to further the firm's commitment.

CCMI shall take affirmative action to ensure that minority group individuals, females, veterans of the Vietnam Era, and qualified handicapped/disabled/physically and mentally challenged persons and disabled veterans are included in the workforce and that these employees are encouraged to aspire for promotion and are considered as promotional opportunities arise.

Insurance:

CCMI can meet the insurance requirements set forth in the RFP.

Proposed Scope of Work

Our typical scope of work for project/work plan requiring California prevailing wage compliance is as follows:

1. Provide labor compliance under the requirements of the California Labor Code.

2. Review bid and contract documents as requested for California prevailing wage language.

3. Develop a project specific labor compliance plan under the requirements of California Labor Code and/or Davis Bacon Act.

4. Conduct a Preconstruction Conference meeting and provide training and information on LCP requirements including providing handout materials (labor compliance checklist) for all contractors and subcontractors.

5. Provide a phone line and e-mail contact where contractors and subcontractors can contact CCMI for clarification on prevailing wage, certified payrolls, apprenticeship and compliance issues. CCMI can also provide some assistance to contractors on the LCPtracker system.

6. License check and confirmation with California Contractor's State License Board of current and active license status, as well as worker's compensation coverage of all contractors and all listed subcontractors. Verify that contractors are registered as "public works contractors".

7. Verify contractor's eligibility to work by checking the contracting status with the California Department of Industrial Relations' (dir.ca.gov) debarment list.

8. Review and comparison of work classifications with California prevailing wage to ensure the contractor is paying the correct prevailing wage rate.

9. Provide assistance to contractors and subcontractors on the use of labor compliance software tracking system. CCMI prefers to use LCPtracker.

10. Monitoring of all Apprenticeship Requirements. Collection and review of all DAS-140 and DAS-142 forms. Review of applicable apprenticeship ratios employed, correct wages paid, training contributions (CAC2 forms). Verification that apprentices are properly supervised and employed in approved ratios as required by California apprenticeship regulations.

11. Monthly audit of certified payrolls forms. This includes obtaining the applicable prevailing wage determinations for each project. Auditing the payrolls incudes review and auditing of each weekly CPR, including but not limited to: checking proper trade classifications, checking for overtime, weekend, holiday or shift work, checking for **

increases, reviewing fringe benefit contributions (PW-26), verifying that amortization is correct (when used) and review of training contributions made (CAC-2). When appropriate, travel and subsistence is also reviewed.

12. Onsite interview of workers is not mandated by California prevailing wage law, but can be required by the awarding agency or if there is any Proposition 84 funding in the project. CCMI routinely conducts onsite interviews of about 50% of its jobsites. We also verify that proper postings are on the project and prevailing wages are available to the workers.

13. Additional detailed audit of contractors through review of cancelled checks, timecards, and related records (as needed).

14. Communication to City. CCMI will provide monthly reports identifying potential violations to the City with recommended action. In the event that potential paperwork or compliance issues with a contractor cannot be resolved quickly, the Client will be notified of this potential problem and a recommendation will be made to the Client to retain a certain portion of the scheduled progress payment until the issue is resolved.

15. Communications with Contractors. CCMI will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meetings and calls with contractors will be documented in the project folder maintained by CCMI.

16. Third Party Requests for documents. A project with a high profile oftentimes draws the attention of certain local watchdog groups who frequently request copies of certified payrolls and related "Public Documents". CCMI will provide the appropriate redacted copies (employees names, addresses and social security numbers are not given to the general public) of certified payroll and related LCP documentation to any third party who makes an appropriate request.

17. Close Out Documentation. CCMI shall provide a close out report for each project detailing work performed, violations identified and corrected, restitution confirmed. Should a contactor have outstanding wages and/or penalties, CCMI will assist with issuing the Notice of Withholding and shall represent the City, as needed , before the DIR in an administrative hearing upon appeal by the contractor. Should additional reports be required for HUD or DOL, those reports will also be completed as needed.

    As needed reporting of non-compliant contractors shall be made to the DIR- typically DAS violates and contractor registration. The City is authorized to deal with wage violations and penalties internally.

18. Maintain labor compliance files for the project for up to three years and provide to City upon request.

If the project had federal funding, we would provide the following additional services:

- Review of bid and contract documents to make sure correct federal wage determination was included (in full) in the documents as well as the federally mandated contract language;
- Confirm contractors are not listed on the federal excluded parties list (debarment list);
- Review and compare contractor's work classification with both California and federal Davis Bacon wage determinations to ensure proper classification and wage paid;
- Assist agency and contractor with conformance requests when classifications were absent from the wage determination;
- Mandated onsite interviews and verification that prevailing wage rates are available on the project site;
- Confirmation that any apprentices are also enrolled in a US DOL approved program and are properly supervised; and,
- File appropriate reports with HUD or DOL as required.

Project Personnel is set forth above under Relevant Education and Staffing.
Some of our employees work 7 a.m. to 4 p.m. while others work until 5 p.m.

A sample monthly report is included in this packet to demonstrate our organization and thoroughness of this process.

CONTRACTOR COMPLIANCE & MONITORING, INC
www.ccmilcp.com

635 MARINERS ISLAND BLVD. #200, SAN MATEO, CA 94404– P 650-522-440
Project Analyst: XXXXXXXXXX email: XXXXXX@ccmilcp.com

SAMPLE MONTHLY REPORT

Date: **XXX**
Public Agency: XXX
Project: **XXX**
Prevailing Wage Determination California: XXX
Prevailing Wage Determination Davis-Bacon: XXX
General Contractor: XXX
Subcontractor: **XXX**

Contractor Compliance and Monitoring, Inc. (CCMI) is under contract with the above named agency for the purpose of monitoring labor law compliance for the above referenced project. We completed a review of your certified payrolls and other compliance information for the weeks ending:

XXXX

We found the following items which need to be corrected:

- There appears to be a wage violation for:
Name of Employee/Classification for the weeks ending: dates.
It appears that the total hourly wage of X was paid for straight time and Y for overtime. This is less than the required prevailing wage rate for Classification of W for Straight Time and Q for Overtime.

- **Please provide corrected certified payroll**
- **Please provide copy of restitution check(s) issued**

-The Division of Apprenticeship Standards has posted a database showing the training contributions received within the last two years. According to the database no training contributions have been received in 2006 for this project. A copy of the letter from the DAS is included. Contact information for the DAS is listed on the bottom of their letter. Please send corrective documentation, including a copy of the canceled check or a letter of clearance from the DAS to our office. Without additional information your company may be subject to penalties. Thank you!

We found the following items were not submitted or incomplete:

_X_ A non-performance statement or certified payroll is required for each week since your company began work on this project.

- Please submit this documentation for the following week endings:

_X_ DAS 1 – State Approved Verification of Apprentice

_X_ Certification of Apprenticeship from the OOA (Office of Apprenticeship)-US DOL.

_X_ Apprenticeship Rates

_X DAS 140 – Register to Train Apprentices

_X_ DAS 142 or equivalent – documentation that your company has requested apprentices for this project.

_X CAC2 or equivalent- documentation that your company has paid the appropriate training contribution to an approved Apprentice program(s) or made the payments to the California Apprenticeship Council.

_X Fringe benefit statement detailing the benefits paid to workers on this project.

_X Please provide a proof of your current Public Works Registration with the DIR.

_X Please provide a copy of your current Contractors License and Workers Compensation certificate of insurance.

_X_ Other Deductions.

- Please provide the employee signed authorization for the "other" deductions.

_X_ In reviewing the electrician's classification on the certified payroll we are unable to determine if your electricians are certified or trainees. Please provide proof of their certification status.

_X_ Collective Bargaining Agreement. Please provide a copy of the collective bargaining agreement for all union affiliated trades listed on your payrolls.

_X_ Apprenticeship Standards Agreement. Please provide a copy of the Apprenticeship Standards for all trades of Apprentices onsite.

_X Please provide evidence of travel/subsistence paid for employee X, week ending Y, as the trade requires travel/subsistence pay if employees have traveled outside the coverage area listed online. Please see www.dir.ca.gov for further information regarding travel/subsistence regulations applicable to this trade for this determination noted above.

_X Please resubmit the certified payroll certification page that states the correct language applicable for this project as it is using California as well as Davis-Bacon funding.

_X_ In reviewing our records it was noticed that the final acknowledgement page verifying that your company received our preconstruction packet provided to you has not been returned to us.

- Please submit a signed copy of the acknowledgement form.

Please email the requested documentation to XXXXXXX@ccmilcp.com or fax to CCMI at XXX-XXX-XXXX and also provide hard copies to the general contractor.

Pursuant to Labor Code Section 1776, you have ten days from the date of this notice to provide this documentation to CCMI. If you fail to do so, the District is mandated by law to impose penalties of $100 per day per worker, even if the information you eventually submit is found to be correct.

You may fax the information (less than 15 pages) to CCMI. If you have been asked to resubmit certified payrolls, we ask that you deliver the originals to our office as soon as possible. As progress payments may be delayed while these documents are outstanding, it would be in your best interest to see that these documents are provided as soon as possible. If you have any additional questions, please do not hesitate to call.

Please be informed that pursuant to the Davis Bacon guidelines, the following penalties will be applicable to this project:

$27 per worker per day penalty for less than the appropriate overtime rate.

Each Report template is modified for each project depending on the funding source and whether only California or both California and Davis Bacon requirements apply.

Cost of Proposed Services

CCMI is always conscious of an agency's budget in trying to meet its labor compliance needs. Some cost saving measures should include:

- Obtaining the use of LCPtracker or similar web-based program for the delivery of CPRs. The use of LCPtracker (although a cost) actually will be offset by the efficiency and time savings it creates.

- Providing a standard audit process each month for the projects under LCP review.

- While CCMI's hourly pricing is oftentimes a bit higher than its competition, CCMI's overall fees for a project are oftentimes lower than a consultant with lesser hourly rates. This is because CCMI staff is more efficient. Over the years we have put into place protocols, created forms and processes that allow CCMI to respond to audits and questions more efficiently, so while we may bill $115 an hour for a particular task taking us one hour), which is less expensive overall than another consultant billing 1.5 hours at $85 per hour (total $127.50) to address the same task.

- Many times, CCMI will bill a project on a flat fee basis versus a per hourly base. This is sometimes more palatable to an agency which may be concerned about cost overruns. CCMI's flat fee pricing includes all services on a project for one flat fee (no change orders allowed) so long as the project is completed on time and within budget.

Our Hourly rates are set forth below:

$95 Technician
$115 Analyst
$135 Sr. Analyst
$150 Manager
$400 Principal (Wilder only)
$300 Onsite interviews- flat fee includes travel and interview time
$200 per month for LCPtracker. This cost is actually saved by the offset of more efficiency and thus less staff time.

CCMI does not perform legal work.

For a project with estimated construction costs of $4,900.00 to be completed within 9 months, we would anticipate labor compliance costs of up to $12,250 for a project requiring California prevailing wage only. For a project which also include federal Davis Bacon wages, we would anticipate pricing at up to $14,700. (periodic onsite jobsite visits)

Other Items:

Federal Requirements

CCMI can meet all of the federal requirements set forth in the RFP

DBE Status

CCMI is certified as a DBE through CUCP Certification number 38752. CCMI is certified as a Small Business Enterprise with the California Department of General Services Number 42083.

Testimonials: A number of CCMI clients have shared with us their opinions of the work we have performed for them. Here are two such testimonials.

> "If you don't want to worry about your labor compliance, CCMI are the people for you. They go the extra mile to make sure everyone understands what is required and takes the time to work with the large customers as well as the Mom and Pop shops. They are very hands on and I feel like they always have my best interest in mind. I feel well taken care of from the start of a job to the very end."
> *-Jan Shipley, Construction Supervisor, Livermore Valley Joint Unified School District*

> "Deborah is one of the most knowledgeable people I know when it comes to both Federal and California prevailing wage compliance. She is able to assist contractors, in a very easy to understand way, about the very complex requirements of prevailing wage. Her book, "What Every Contractor Should Know About Prevailing Wages", should be a staple resource in every contractor's library. I know it is for me. My copy is already well used."
> *-Anne Quick, former chair of the California Apprenticeship Council.*

Conclusion

Contractor Compliance and Monitoring, Inc. provides knowledgeable personnel with scores of years of experience in public works, prevailing wage and labor law compliance issues. We are a rare coalition of individuals with expertise in these areas and offer a practical and labor neutral solution for Labor Compliance. We seek to enforce full compliance with labor and employment laws with all parties regardless of union or labor affiliation. The systems we have set in place are created for quick turnaround time and communication with the Client, contractors and subcontractors to ensure both prompt compliance with the law as well as working within the Client's pay schedule and timelines to avoid hampering a contractor's ability to be paid in a timely manner. CCMI would appreciate the opportunity to work with you.

CUMMING
Building Value Through Expertise

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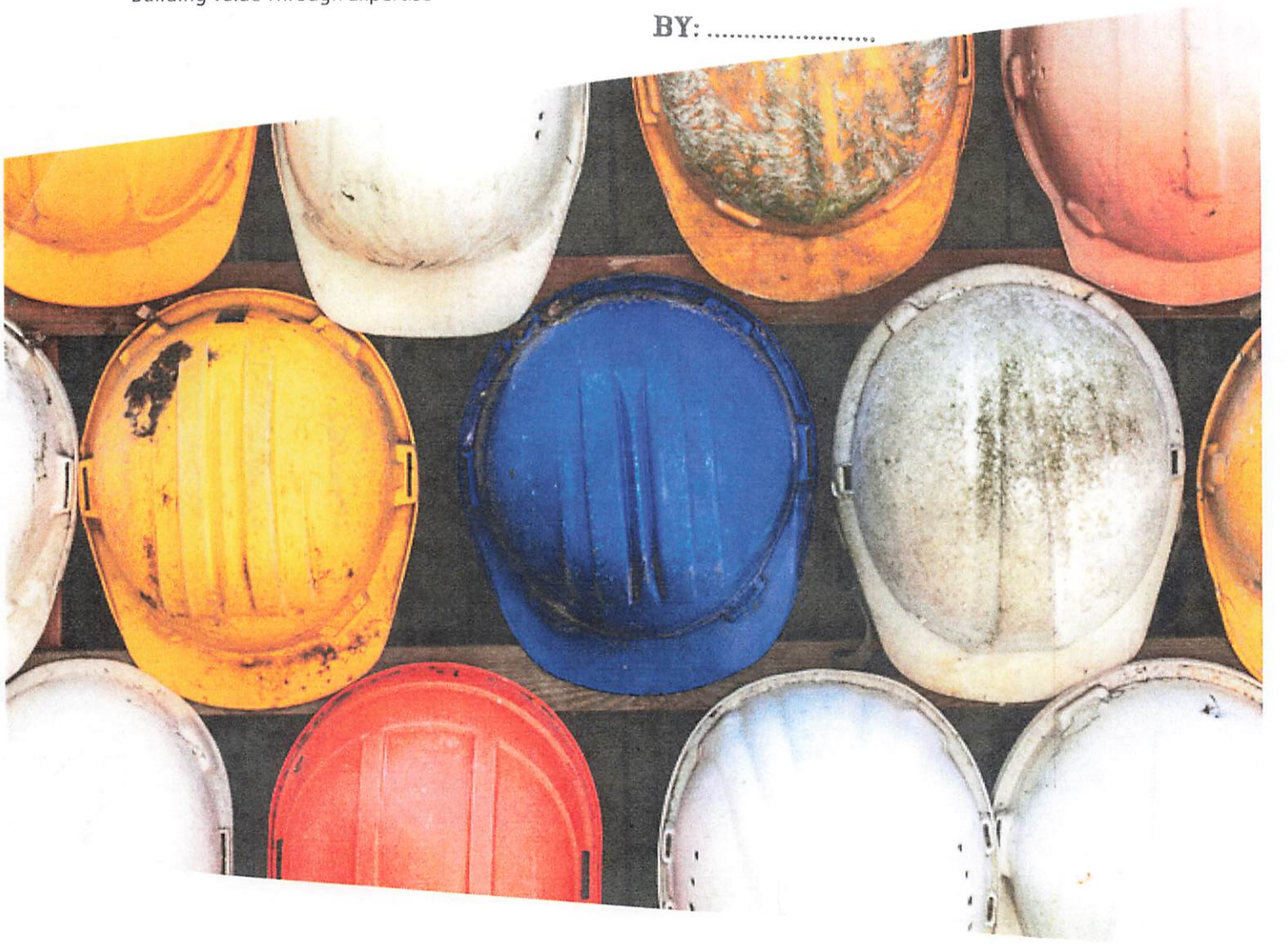


City of Imperial

Public Services Department
Labor Compliance Consulting Services Cost Proposal

Clearwell Pump Station Replacement & GAC Treatment Expansion
& Filter Piping Replacement Project

Response to RFP No. P2022-05

Submitted by Cumming Management Group, Inc.

September 9, 2022

Section 4 Cost of Proposed Services

11.4, Cost of Proposed Services..The cost of the Labor Compliance Services shall be based on the fee schedule proposed and work authorized. Describe your proposed fee schedule for determining the cost of the requested services for the term of the contract.

PROPOSED HOURLY RATES

Cumming has provided hourly rates below to provide Labor Compliance Consulting Services for Clearwell Pump Station Replacement & GAC Treatment Expansion & Filter Piping Replacement Project. We acknowledge that staffing will be determined based on the CITY's needs. Cumming's fees are typically determined by our recommended staffing plan, projected level of effort, and proposed hourly rates, which are subject to approval by the CITY.

CLASSIFICATION	HOURLY RATE
Compliance Director	$145
Compliance Officer	$135
Compliance Manager	$125
Compliance Analyst	$115

PROPOSED NOT-TO-EXCEED

Cumming proposes the following not-to-exceed fee[1] , based on our proposed hourly rates above and projected level-of-effort[2] to support the project with an estimated duration of 250 consecutive calendar days (including closeout efforts) and estimated construction value of $4.9M:

PROJECT	EST. COST	EST. DURATION	PROPOSED FEES
CLEARWELL PUMP STATION REPLACEMENT & GAC TREATMENT EXPANSION & FILTER PIPING REPLACEMENT PROJECT	$4.9M	250 CONSECUTIVE CALENDAR DAYS	$39,200
		PROPOSED NOT-TO-EXCEED TOTAL	$39,200

Cumming reserves the right to amend our fees should there be substantial changes to the construction budget and/or project schedule. **It is understood that the final cost is subject to final negotiations with the CITY -** Cumming supports several local public agencies and recognizes the need for the highest quality services at economical cost. **We are flexible, willing to work within your budget to provide these services** and would be happy to engage in a future discussion with the CITY regarding our proposed fees.

1 Proposed fees do not include any costs for reimbursable expenses associated in the performance of the scope of services. Reimbursable expenses are to be billed at 0% markup and are inclusive of any expenses within the scope of work that are requested and authorized in advance and in writing by the City, prior to incurring the expense. Mileage beyond 25-miles of the City is subject to the current IRS rate.

2 Cumming's anticipated level-of-effort is based on the projected construction cost estimate of $4.9M for the project, as well as the estimated service duration of 250 consecutive calendar days (including closeout efforts). Cumming reserves the right to amend our fees should there be substantial changes to the construction budget and/or project schedule.

Agenda Item No. D-3

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	( )
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Public Services	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	AB

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: Purchase Iteris Signal Light Equipment

DISCUSSION/ACTION:

1. Discuss and approve purchase of Iteris, Inc. Signal Light Equipment

DEPARTMENT INVOLVED: Public Services - Streets

BACKGROUND/SUMMARY:

Public Services would like to purchase budgeted equipment from Iteris, Inc. This equipment acts as an IP communication hub for the Vantage Edge2 processors. By purchasing Edgeconnect Modules, this will allow to proceed with integration of the traffic signal light management upgrade.

FISCAL IMPACT:

$28,284.38 – Iteris Inc

01-320-5442

FINANCE INITIALS: DC

STAFF RECOMMENDATION: Approve

DEPT. INITIALS: JH

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS: DM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

iteris®

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00011092

August 23, 2022

Agency: IMPERIAL CITY OF
Contractor:
Project Name: 2022082324 Imperial 7 Edgeconnect modules
Reference: 2022082324 Imperial 7 Edgeconnect modules

Delivery Term: FOB Destination
Payment Terms: NET 30 Days
Sales Rep:

Fax or email Purchase Orders to: 949-270-9441 or rsorders@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

01- Imperial 7 Edgeconnects

Product Name	Product Description	Qty	Unit Price	Ext. Price
EDGECONNECT-PAK	IP addressable module with scalable bandwidth and quad view capability. MPEG4 and h.264 video streaming formats. Acts as an IP communication hub for Vantage Edge2 processors. Package Includes: EdgeConnect Module, Edge Communication Module cables (4), RJ45 Ethernet patch cable, Multi-Video Cable Ethernet cross over cable, Null Modem serial cable. USB Mouse, Software installation disk with VRAS software, and Users Manual. NTSC / PAL Auto-sensing. Fits in NEMA/Caltrans detector racks. **Product is End of Life with a last order date of January 30,2023 and is to be quoted as Non-Cancellable-Non Returnable**	7	$3,750.00	$26,250.00
				$26,250.00

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf, which are incorporated herein by this reference.

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of $80,000 or less. Quotations that exceed $80,000 in total price must be approved by an Authorized Iteris Signature.

SUBTOTAL	$26,250.00
FREIGHT	
TAX	$2,034.38
TOTAL:	$28,284.38

Authorized Iteris Signature | **Date** | **Michael Girardot, RodefX**

Agenda Item No. D-4

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	( )
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Public Services	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	CB

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: Purchase PLC Control Modules

DISCUSSION/ACTION:

1. Discuss and approve purchase of PLC Control Modules for WWTP.

DEPARTMENT INVOLVED: Public Services - WWTP

BACKGROUND/SUMMARY:

Public Services would like to purchase spare PLC Control Modules. These components are critical in the SCADA operation and function for the WWTP.

FISCAL IMPACT: Not to exceed $43k with shipping & taxes

FINANCE INITIALS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS

MOTION:

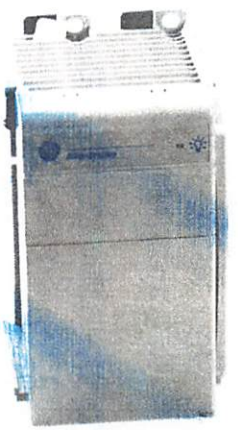
SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > CompactLogix > CompactLogix Power Supplies



Allen-Bradley 1769-PA4 Compactlogix Power Supply

Manufacturer: **Rockwell Automation** | Catalog # **1769-PA4** | OneSource Part # **1080904**

$633.51/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1769-PA4 Compactlogix Power Supply

PLC Power Supply

Technical Specs Features

Technical Information

Amperage	4 Amp, 25 Amp	Blade Dimensions	70 mm W x 87 mm D x 118 mm H
Display Type	Status LEDs	Frequency	47-63 Hz
Input Voltage	85 - 265 VAC at 50/60 Hz	Mounting Type	DIN Rail,Panel Mount
Operating Temperature	0 To 60 degrees C	Output Voltage	5 - 24 VDC
Split Crucible	S	Standard	C-TICK,CCC,CUL,KC,MARINE,UL
Type	Selectable		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	CompactLogix

General Product Info

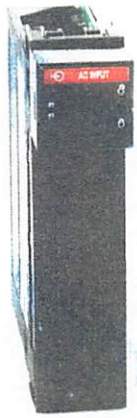
GTiN	00612598276882	Product UPC	61259827588

Dimensions

Depth	3.43 Inch	Height	4.65 Inch
Width	2.76 in		

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix I/O



Allen-Bradley 1756-IB32 Controllogix 32 I Sinking Point Module

Manufacturer: **Rockwell Automation** | Catalog # **1756-IB32** | OneSource Part # **157835**

$693.22/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-IB32 Controllogix 32 I Sinking Point Module

Technical Specs

Technical Information

Amperage	2 mA	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Input And Communication Status, Module Health	Input Voltage	10-31 V
Mounting Type	Chassis	Number of Channels	32
Operating Temperature	0 To 60 degrees C	Response Time	0.38 - 18 Millisecond
Split Crucible	5	Standard	CCC,CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL
TC Connection	Tension Clamp Spring	Type	Digital Input
Voltage	10 VDC Supply		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

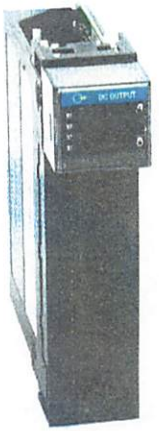
General Product Info

GTIN	00612598171309	Product UPC	61259817130

You may also like

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix I/O



Allen-Bradley 1756-OB32 Controllogix 32-Point D/O Module

Manufacturer: **Rockwell Automation** | Catalog # **1756-OB32** | OneSource Part # **62824**

$982.45/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-OB32 Controllogix 32-Point D/O Module

Technical Specs

Technical Information

Amperage	2 mA Input, 16 Amp Output	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Output And Communication Status, Module Health	Mounting Type	Chassis
Number of Channels	32	Operating Temperature	0 To 60 degrees C
Output	32 Digital	Output Signal	10-31 VDC
Output Voltage	10-31 V	Response Time	0.6 - 1 Millisecond
Split Crucible	S	Standard	CCC,CE,CSA,KC,MARINE,NRTL,RCM,UL
TC Connection	Tension Clamp Spring	Type	Digital Output
Voltage	10-31 VDC Supply, 10-31 VDC Output		

Manufacturer Information

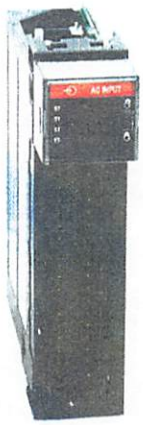
Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00662468702997	Product UPC	66246870299

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix I/O



Allen-Bradley 1756-IA32 Controllogix 32-Point D/I Module

Manufacturer: **Rockwell Automation** | Catalog # **1756-IA32** | OneSource Part # **2828571**

$1,264.66/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-IA32 Controllogix 32-Point D/I Module

Technical Specs

Technical Information

Amperage	2 mA	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Input And Communication Status, Module Health	Input Voltage	74-132 V
Mounting Type	Chassis	Number of Channels	32
Operating Temperature	0 To 60 degrees C	Response Time	1 - 18 Millisecond
Split Crucible	S	Standard	CCC,CE,CSA,KC,MARINE,NRTL,RCM,UL
TC Connection	Tension Clamp Spring	Type	Digital Input
Voltage	74-132 VAC at 50/60 Hz Supply		

Manufacturer Information

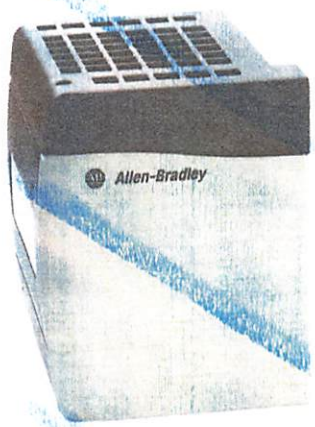
Brand	Allen-Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598171286	Product UPC	61259817128

You may also like

OneSource
A Sonepar Company



Allen-Bradley 1756-PB75 Controllogix DC Power Supply

Manufacturer: Rockwell Automation | Catalog # 1756-PB75 | OneSource Part # 2368667

$1,627.67/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-PB75 Controllogix DC Power Supply

Technical Specs

Technical Information

Amperage	30 Amp	Blade Dimensions	140 mm W x 112 mm D x 145 mm H
Display Type	Status LEDs	Enclosure	None (Open-Style)
Input Voltage	18 - 32 VDC	Mounting Type	Chassis
Operating Temperature	0 To 60 degrees C	Output Voltage	1.2 V
Split Crucible	S	Standard	CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL
Type	Power Supply	Wattage	75 Watt

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598206865	Product UPC	612598206865

You may also like

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix I/O

Allen-Bradley 1756-IF16 Controllogix 16-Point A/I Module

Manufacturer: Rockwell Automation | Catalog # 1756-IF16 | OneSource Part # 802976

$2,248.29/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-IF16 Controllogix 16-Point A/I Module

Technical Specs

Technical Information

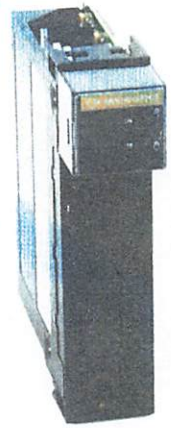
Applications	General Purpose I/O	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Module Health, In Calibration Mode	Input Voltage	0-10.25 V
Mounting Type	Chassis	Number of Channels	16
Operating Temperature	0 To 60 degrees C	Split Crucible	5
Standard	CCC,CE,CSA,KC,MARINE,NRTL,RCM,UL	TC Connection	Tension Clamp Spring
Type	Analog Input		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598171781	Product UPC	61259817178



Allen-Bradley 1756-OF8 Controllogix 8-Point A/O Module

Manufacturer: Rockwell Automation | Catalog # 1756-OF8 | OneSource Part # 802062

$2,927.46/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-OF8 Controllogix 8-Point A/O Module

Technical Specs

Technical Information

Applications	General Purpose I/O	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Module Health, In Calibration Mode	Mounting Type	Chassis
Number of Channels	8	Operating Temperature	0 To 60 degrees C
Output Signal	+/- 10.4V, 0-21 mA	Output Voltage	10.4 V
Split Crucible	S	Standard	CCC,CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL
TC Connection	Screw/Spring Clamp	Type	Analog Output

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

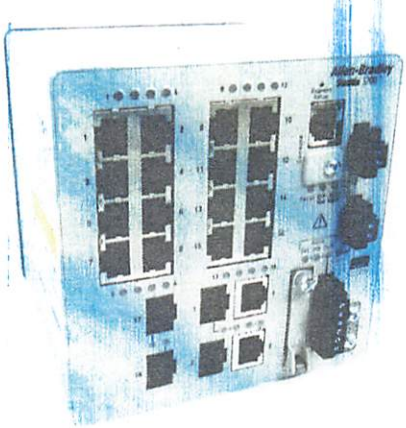
General Product Info

GTiN	00612598171897	Product UPC	61259817189

You may also like

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > Networks & Communications > Ethernet Stratix Switches



Allen-Bradley 1783-BMS20CGL Stratix 5700 20-Port Managed Switch

Manufacturer: Rockwell Automation | Catalog # 1783-BMS20CGL | OneSource Part # 4393665

$3,134.68/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1783-BMS20CGL Stratix 5700 20-Port Managed Switch

Technical Specs Features

Technical Information

Mounting Type	DIN Rail (Top Hat Rail)	Operating Temperature	-40 To 140 degrees F
Split Crucible	S	Standard	C-TICK,CE,CUL,KC,MARINE,UL
Type	Managed, 20-Port		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	Stratix 5700

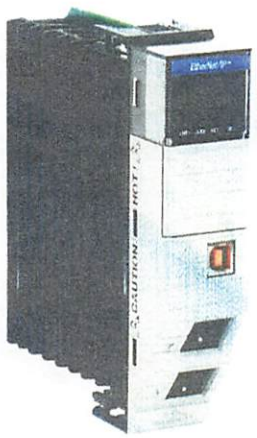
General Product Info

GTIN	00886739973552	Product UPC	88673997355

Dimensions

Height	130 mm	Length	128 mm
Width	127 mm		

OneSource
A Sonepar Company



Allen-Bradley 1756-EN2TR 10/100 Mb/Sec Dual Copper Media Ethernet/IP Communication Module

Manufacturer: **Rockwell Automation** | Catalog # **1756-EN2TR** | OneSource Part # **4030620**

$4,180.41/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-EN2TR 10/100 Mb/Sec Dual Copper Media Ethernet/IP Communication Module

Technical Specs

Technical Information

Applications	EtherNet/IP	Display Type	Digital Display
Mounting Type	Chassis	Number of Channels	2
Operating Temperature	0 To 60 degrees C	Split Crucible	S
Standard	CCC,CE,CUL,KC,MARINE,NRTL,RCM,UL	Type	High Capacity

Manufacturer Information

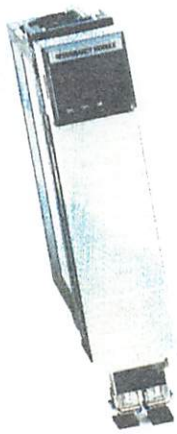
Brand	Allen Bradley	Sub Brand	CompactLogix

General Product Info

GTiN	00612598547739	Product UPC	61259854773

You may also like

OneSource
A Sonepar Company



Allen-Bradley 1756-RM2 Controllogix Redundancy Enhanced Module

Manufacturer: Rockwell Automation | Catalog # 1756-RM2 | OneSource Part # 4376370

$7,092.40/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-RM2 Controllogix Redundancy Enhanced Module

Technical Specs

Technical Information

Applications	Requires 2 modules per system	Display Type	4 Character Alpha/Numeric
Mounting Type	Chassis	Number of Channels	2
Operating Temperature	0 To 60 degrees C	Output Signal	Fiber Optic
Power Supply	1.16A @ 5.1VDC, 3.4ma @ 24VDC	Split Crucible	S
Standard	CCC,CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL	Type	Redundancy Module
Voltage	24 Volt		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

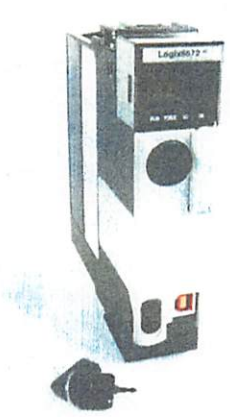
General Product Info

GTIN	00884951800434	Product UPC	88495180043

You may also like

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix PLC



Allen Bradley 1756-L72K ControlLogix5572 Conformally Coated Controller with 4 MB Memory

Manufacturer: **Rockwell Automation** | Catalog # **1756-L72K** | OneSource Part # **4793591**

$11,569.31/ea

Log in or register to view your price, purchase history, and more!

Allen Bradley 1756-L72K ControlLogix5572 Conformally Coated Controller with 4 MB Memory

Technical Specs

Technical Information

Applications	500 Controller Connections	Display Type	4 Character Alpha/Numeric
Memory	0.98 MB	Mounting Type	Chassis
Operating Temperature	140 degrees F	Power Supply	5ma @ 1.2VDC, 800ma @ 5.1VDC
Split Crucible	N	Standard	CCC,CE,CUL,KC,MARINE,RCM,UL
Type	Controller		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00885630734309	Product UPC	88563073430

You may also like

Agenda Item No. D-4

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	( )
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Public Services	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	CB

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: Purchase PLC Control Modules

DISCUSSION/ACTION:

1. Discuss and approve purchase of PLC Control Modules for WWTP.

DEPARTMENT INVOLVED: Public Services - WWTP

BACKGROUND/SUMMARY:

Public Services would like to purchase spare PLC Control Modules. These components are critical in the SCADA operation and function for the WWTP.

FISCAL IMPACT: Not to exceed $43k with shipping & taxes

FINANCE INITIALS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MANAGER'S RECOMMENDATION: Approve

CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > CompactLogix > CompactLogix Power Supplies

Allen-Bradley 1769-PA4 Compactlogix Power Supply

Manufacturer: **Rockwell Automation** | Catalog # **1769-PA4** | OneSource Part # **1080904**

$633.51/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1769-PA4 Compactlogix Power Supply

PLC Power Supply

Technical Specs Features

Technical Information

Amperage	4 Amp, 25 Amp	Blade Dimensions	70 mm W x 87 mm D x 118 mm H
Display Type	Status LEDs	Frequency	47-63 Hz
Input Voltage	85 - 265 VAC at 50/60 Hz	Mounting Type	DIN Rail,Panel Mount
Operating Temperature	0 To 60 degrees C	Output Voltage	5 - 24 VDC
Split Crucible	S	Standard	C-TICK,CCC,CUL,KC,MARINE,UL
Type	Selectable		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	CompactLogix

General Product Info

GTiN	00612598276882	Product UPC	61259827588

Dimensions

Depth	3.43 Inch	Height	4.65 Inch
Width	2.76 in		

OneSource
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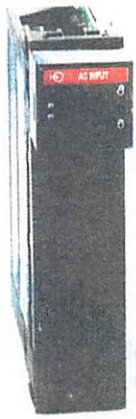

Allen-Bradley 1756-IB32 Controllogix 32 I Sinking Point Module

Manufacturer: **Rockwell Automation** | Catalog # **1756-IB32** | OneSource Part # **157835**

$693.22/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-IB32 Controllogix 32 I Sinking Point Module

Technical Specs

Technical Information

Amperage	2 mA	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Input And Communication Status, Module Health	Input Voltage	10-31 V
Mounting Type	Chassis	Number of Channels	32
Operating Temperature	0 To 60 degrees C	Response Time	0.38 - 18 Millisecond
Split Crucible	5	Standard	CCC,CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL
TC Connection	Tension Clamp Spring	Type	Digital Input
Voltage	10 VDC Supply		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598171309	Product UPC	61259817130

You may also like

OneSource
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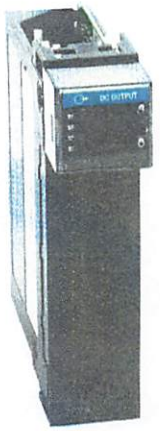

Allen-Bradley 1756-OB32 Controllogix 32-Point D/O Module

Manufacturer: **Rockwell Automation** | Catalog # **1756-OB32** | OneSource Part # **62824**

$982.45/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-OB32 Controllogix 32-Point D/O Module

Technical Specs

Technical Information

Amperage	2 mA Input, 16 Amp Output	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Output And Communication Status, Module Health	Mounting Type	Chassis
Number of Channels	32	Operating Temperature	0 To 60 degrees C
Output	32 Digital	Output Signal	10-31 VDC
Output Voltage	10-31 V	Response Time	0.6 - 1 Millisecond
Split Crucible	S	Standard	CCC,CE,CSA,KC,MARINE,NRTL,RCM,UL
TC Connection	Tension Clamp Spring	Type	Digital Output
Voltage	10-31 VDC Supply, 10-31 VDC Output		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTIN	00662468702997	Product UPC	66246870299

OneSource
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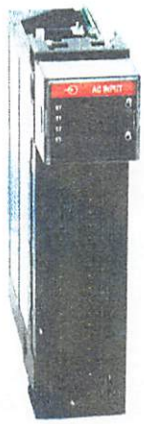
Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix I/O



Allen-Bradley 1756-IA32 Controllogix 32-Point D/I Module

Manufacturer: Rockwell Automation | Catalog # 1756-IA32 | OneSource Part # 2828571

$1,264.66/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-IA32 Controllogix 32-Point D/I Module

Technical Specs

Technical Information

Amperage	2 mA	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Input And Communication Status, Module Health	Input Voltage	74-132 V
Mounting Type	Chassis	Number of Channels	32
Operating Temperature	0 To 60 degrees C	Response Time	1 - 18 Millisecond
Split Crucible	5	Standard	CCC,CE,CSA,KC,MARINE,NRTL,RCM,UL
TC Connection	Tension Clamp Spring	Type	Digital Input
Voltage	74-132 VAC at 50/60 Hz Supply		

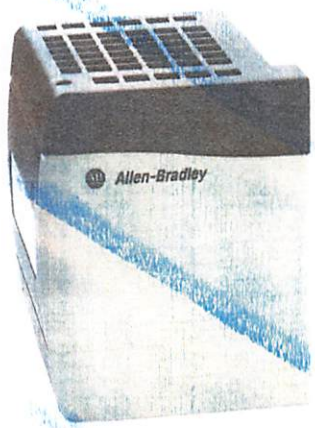
Manufacturer Information

Brand	Allen-Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598171286	Product UPC	61259817128

You may also like



Allen-Bradley 1756-PB75 Controllogix DC Power Supply

Manufacturer: Rockwell Automation | Catalog # 1756-PB75 | OneSource Part # 2368667

$1,627.67/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-PB75 Controllogix DC Power Supply

Technical Specs

Technical Information

Amperage	30 Amp	Blade Dimensions	140 mm W x 112 mm D x 145 mm H
Display Type	Status LEDs	Enclosure	None (Open-Style)
Input Voltage	18 - 32 VDC	Mounting Type	Chassis
Operating Temperature	0 To 60 degrees C	Output Voltage	1.2 V
Split Crucible	S	Standard	CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL
Type	Power Supply	Wattage	75 Watt

Manufacturer Information

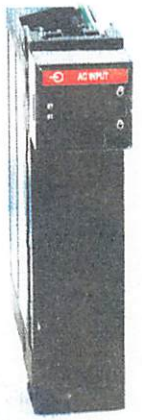
Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598206865	Product UPC	612598206865

You may also like

OneSource
A Sonepar Company



Allen-Bradley 1756-IF16 Controllogix 16-Point A/I Module

Manufacturer: Rockwell Automation | Catalog # 1756-IF16 | OneScurce Part # 802976

$2,248.29/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-IF16 Controllogix 16-Point A/I Module

Technical Specs

Technical Information

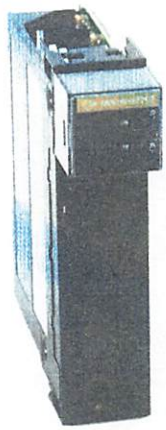
Applications	General Purpose I/O	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Module Health, In Calibration Mode	Input Voltage	0-10.25 V
Mounting Type	Chassis	Number of Channels	16
Operating Temperature	0 To 60 degrees C	Split Crucible	S
Standard	CCC,CE,CSA,KC,MARINE,NRTL,RCM,UL	TC Connection	Tension Clamp Spring
Type	Analog Input		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00612598171781	Product UPC	61259817178



Allen-Bradley 1756-OF8 Controllogix 8-Point A/O Module

Manufacturer: Rockwell Automation | Catalog # 1756-OF8 | OneSource Part # 802062

$2,927.46/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-OF8 Controllogix 8-Point A/O Module

Technical Specs

Technical Information

Applications	General Purpose I/O	Blade Dimensions	38.1 mm W x 111.25 mm D x 300 mm H
Display Type	Module Health, In Calibration Mode	Mounting Type	Chassis
Number of Channels	8	Operating Temperature	0 To 60 degrees C
Output Signal	+/- 10.4V, 0-21 mA	Output Voltage	10.4 V
Split Crucible	S	Standard	CCC,CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL
TC Connection	Screw/Spring Clamp	Type	Analog Output

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

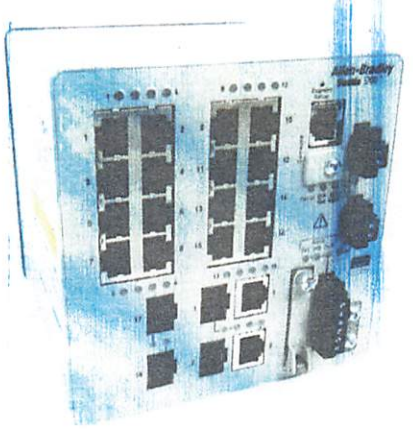
General Product Info

GTiN	00612598171897	Product UPC	61259817189

You may also like

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > Networks & Communications > Ethernet Stratix Switches



Allen-Bradley 1783-BMS20CGL Stratix 5700 20-Port Managed Switch

Manufacturer: Rockwell Automation | Catalog # 1783-BMS20CGL | OneSource Part # 4393665

$3,134.68/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1783-BMS20CGL Stratix 5700 20-Port Managed Switch

Technical Specs Features

Technical Information

Mounting Type	DIN Rail (Top Hat Rail)	Operating Temperature	-40 To 140 degrees F
Split Crucible	S	Standard	C-TICK,CE,CUL,KC,MARINE,UL
Type	Managed, 20-Port		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	Stratix 5700

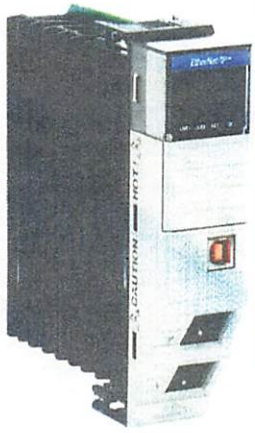
General Product Info

GTIN	00886739973552	Product UPC	88673997355

Dimensions

Height	130 mm	Length	128 mm
Width	127 mm		

OneSource
A Sonepar Company



Allen-Bradley 1756-EN2TR 10/100 Mb/Sec Dual Copper Media Ethernet/IP Communication Module

Manufacturer: Rockwell Automation | Catalog # 1756-EN2TR | OneSource Part # 4030620

$4,180.41/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-EN2TR 10/100 Mb/Sec Dual Copper Media Ethernet/IP Communication Module

Technical Specs

Technical Information

Applications	EtherNet/IP	Display Type	Digital Display
Mounting Type	Chassis	Number of Channels	2
Operating Temperature	0 To 60 degrees C	Split Crucible	S
Standard	CCC,CE,CUL,KC,MARINE,NRTL,RCM,UL	Type	High Capacity

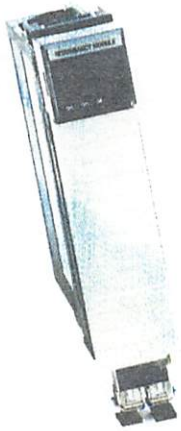
Manufacturer Information

Brand	Allen Bradley	Sub Brand	CompactLogix

General Product Info

GTiN	00612598547739	Product UPC	61259854773

You may also like



Allen-Bradley 1756-RM2 Controllogix Redundancy Enhanced Module

Manufacturer: Rockwell Automation | Catalog # 1756-RM2 | OneSource Part # 4376370

$7,092.40/ea

Log in or register to view your price, purchase history, and more!

Allen-Bradley 1756-RM2 Controllogix Redundancy Enhanced Module

Technical Specs

Technical Information

Applications	Requires 2 modules per system	Display Type	4 Character Alpha/Numeric
Mounting Type	Chassis	Number of Channels	2
Operating Temperature	0 To 60 degrees C	Output Signal	Fiber Optic
Power Supply	1.16A @ 5.1VDC, 3.4ma @ 24VDC	Split Crucible	S
Standard	CCC,CE,CSA,CUL,KC,MARINE,NRTL,RCM,UL	Type	Redundancy Module
Voltage	24 Volt		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

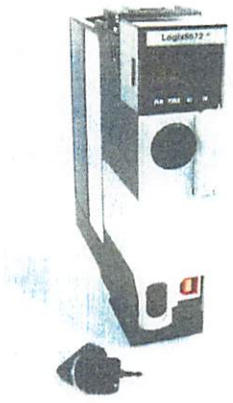
General Product Info

GTiN	00884951800434	Product UPC	88495180043

You may also like

OneSource
A Sonepar Company

Control & Automation > Rockwell Automation > PLC's, DeviceNet, & I/O > ControlLogix > ControlLogix PLC



Allen Bradley 1756-L72K ControlLogix5572 Conformally Coated Controller with 4 MB Memory

Manufacturer: **Rockwell Automation** | Catalog # **1756-L72K** | OneSource Part # **4793591**

$11,569.31/ea

Log in or register to view your price, purchase history, and more!

Allen Bradley 1756-L72K ControlLogix5572 Conformally Coated Controller with 4 MB Memory

Technical Specs

Technical Information

Applications	500 Controller Connections	Display Type	4 Character Alpha/Numeric
Memory	0.98 MB	Mounting Type	Chassis
Operating Temperature	140 degrees F	Power Supply	5ma @ 1.2VDC, 800ma @ 5.1VDC
Split Crucible	N	Standard	CCC,CE,CUL,KC,MARINE,RCM,UL
Type	Controller		

Manufacturer Information

Brand	Allen Bradley	Sub Brand	ControlLogix

General Product Info

GTiN	00885630734309	Product UPC	885630734309

You may also like

Agenda Item No. E-1

DATE SUBMITTED	9/14/2022	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	COMMUNITY DEVELOPMENT DIRECTOR	RESOLUTION	(X)
		ORDINANCE 1ST READING	(X)
DATE ACTION REQUIRED	9/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AMENDMENT TO THE VICTORIA RANCH SPECIFIC PLAN, PLANNED UNIT DEVELOPMENT ZONE CHANGE AND SUBDIVISION REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP

1. Introduction/1st reading by title only of Ordinance No. 822, Approving the zone change from R-1 (Single Family) to PUD (Planned Unit Development) within the Victoria Ranch Specific Plan

2. Adoption of Resolution No. 2022-59, Approving Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

See attached Staff Report.

FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS: DC
STAFF RECOMMENDATION: Staff recommends approval of ordinance and resolution subject to including a 20' (feet) driveway	DEPT. INITIALS: DM
CITY MANAGER'S RECOMMENDATION: Approve - agrees with staff's recommendation to include 20ft.	CITY MANAGER'S INITIALS: AB

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: September 14, 2022

Subject: **Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map**

Summary:

Applicant:	Las Victorias, Inc.
Project Location:	Southeast corner of Bernardi Street & Legakes Avenue Assessor's Parcel Number 044-220-105
Request:	**Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map** **Number of Lots:** 1,279 units at 5,000 sq. ft. minimum lots **Modification Requested:** 1,311 units including Planned Unit Development with minimum lot sizes of 3,000 sq. ft.
Zoning:	**Current:** R-1 Single Family Residential (Under approved Specific Plan) **Proposed:** PUD Planned Unit Development (Under proposed Specific Plan Amendment)
General Plan:	**Current:** Medium Low Density Residential (Under approved Specific Plan) **Proposed**: Planned Unit Development (Under proposed Specific Plan Amendment)
Environmental:	Mitigated Negative Declaration (certified December 17, 2003)
Recommendation:	Recommend the City Council approval of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map

Background/Discussion and Analysis

The Developer submitted a Specific Plan and Annexation Application in 2003 for a proposed 320-acre mixed use development project to include residential, commercial, and community facility land uses. The Specific Plan was adopted by the City of Imperial on December 17, 2003 with a subsequent conditional approval of a Subdivision Map for the project site on June 2, 2004. Final annexation was approved by LAFCo on July 22, 2004. The original Specific Plan and Subdivision proposal included 894 single family units, 405 multi-family units, 20± acres of commercial development and 42± acres of community facilities including the dedication of 12.84 acres for school facilities and 21± acres for recreational parks and open space areas. The applicant is proposing a Specific Plan Amendment and Tentative Tract Map revisions, for the City's consideration.

The proposed amendment to the originally adopted Victoria Ranch Specific Plan consists primarily of change in zoning designation for the Unit 4B development and updating the Plan with current information and conditions. The overall footprint of the project site remains the same (Aten Road to the north, Cross Road to the west, Dogwood Road to the east, and the Central Drain Canal to the south). There are no material changes as it relates to the project site's overall land use assignment and land use densities, which are the primary determining factors in assessing environmental impacts.
The proposed changes and revisions are notable as it relates to design, phasing and internal circulation for the proposed Unit 4B TTM. The overall housing units approved for the Victoria Ranch Subdivision was 1279. The revised total housing units increased to 1311, resulting in 32 additional units. The proposed modification of a 2.4% increase is considered minor and will not significantly change the land use densities. Unit 4B TTM includes a total of 102 housing units.

On Wednesday, July 27, 2022 the Planning Commission reviewed and recommended approval to City Council. One aspect of Planning Commission approval included a 15' (feet) driveway and a street width of 40', which allows parking on both sides, the Planning Commission recommended the proposal which included a 15' driveway. Subsequent to the planning commission adoption of its recommendation, it has come to light that a 15' (feet) driveway will not accommodate many vehicles and sidewalk intrusion is likely to occur, it should be noted that in the Victoria Ranch subdivision area a 15' (feet) driveway with a 40' (feet) street has not generated any complaints of sidewalk intrusion. Nevertheless, it is staff recommendation to approve the ordinance and resolution subject to including a 20' (feet) driveway.

Project Location

VR4B Models

Plan 1 Catalonia

Plan 2 Palmira

Plan 3 Valencia

General Plan Consistency

The current Land Use designation for the entire Victoria Ranch Subdivision is regulated by the adopted Victoria Ranch Specific Plan of 2003. The current minimum lot sizes within the Specific Plan area is 5,000 square feet. The proposed Planned Unit Development would incorporate a minimum lot size of 3,000 square feet. Objective 1 of the General Plan Land Use Element states that: "The land use distribution should be such, that the integrity of the existing land use is maintained and/or enhanced. Also, the new land uses should be distributed to encourage the development of residential uses at appropriate densities, to implement the quantified objectives for housing construction as contained in the General Plan Housing Element."

PUD Required Findings

The Planning Commission must adopt certain findings prior to the approval of any Planned Unit Development.

1. **Superior Design** – The proposed PUD must demonstrate a creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity. One of

the intents of the smaller lot sizes is to provide a more affordable housing product that maintains the look and feel of a standard single family residential development.

2. **Meets PUD Requirements** – The proposed PUD meets all of the property development standards with regards to density, dwelling unit size, and building. All other development standards are left to the discretion of the Planning Commission. The minimum dwelling unit size allowed by the PUD Ordinance is 2 bedrooms and 1,000 square feet of living space.

3. **Consistency with the General Plan** – As discussed in this Staff Report, the project is consistent with and in furtherance with the goals, objectives and policies of the Land Use and Housing Elements. The Developer will comply with the provisions of the Parks and Recreation Element and is consistent with the Circulation Element Goals. The proposed project is also consistent with all other elements of the General Plan.

4. **Compatible with Environs** – Surrounding land uses include single family residences in development to the north, and west; vacant rural land to the east and an agricultural field to the south. The project is a detached single-family residential development and is compatible with surrounding residential uses.

5. **Circulation** – The project incorporates roadway improvements to mitigate any impacts to surrounding traffic and circulation.

6. **Open Spaces and Landscaping** – The quality and quantity of common open space areas in PUD's must be of higher standards than conventional development projects.

7. **Public Services** – Sufficient capacity within the City's infrastructure system and public services exist to service the Victoria Ranch Tentative Map Unit 4B.

Compatibility with Surrounding Land Uses

The project site is located in an active agricultural field, and is surrounded by agricultural uses to the north, south and to the east. The area to the west of the Victoria Ranch Subdivision is the Border Patrol Headquarters and currently zoned R-1 Residential Single Family.

Environmental Discussion/Analysis

The Environmental Evaluation Committee (EEC) reviewed the Victoria Ranch Specific Plan and Subdivision Map in 2003 and found that the project, as proposed, would create potentially significant impacts to agricultural resources, air quality, biological resources, geology and soils, noise, public services, parks and recreation, transportation and traffic, utility and service systems. Mitigation measures were incorporated and the EEC determined that adoption of a Mitigated Negative Declaration (MND) would be appropriate. The environmental documents were circulated through the State Clearinghouse (SCH#2003111004) and a final Notice of Determination was officially filed with the County Clerk in December 2003. Each category of the initial MND from 2003 has been reviewed by staff and retains adequate informational value to the analysis. The proposed revision will not affect a change in the original findings and mitigation measures and will continue to be enforced.

Public Notification

The public hearing was duly noticed in the Holtville Tribune and Calexico Chronicle newspaper of general circulation on August 18 and September 8, 2022 and a Notice of Public Hearing was sent to all property owners within 300-feet of the property.

Recommendation

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, staff recommends approval of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map.

Attachments

- Tentative Map-Victoria Ranch
- Tentative Map Unit 4B
- RESO 2022-59
- Ordinance 822
- RESO PC2022-06
- Conditions of Approval

RESOLUTION NO. 2022-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVAL OF THE VICTORIA RANCH SUBDIVISION SPECIFIC PLAN AMENDMENT, PLANNED UNIT DEVELOPMENT ZONE CHANGE AND SUBDIVISION REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP (APN 044-220-105)

WHEREAS, Las Victorias Inc, has submitted an application for approval of Tentative Map Victoria Ranch Sub Unit 4B (APN 044-220-105), Specific Plan Amendment, Planned Unit Development Zone Change, Subdivision revision to the Victoria Ranch Unit 4B Tentative Tract Map; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on July 27, 2022; and

WHEREAS, a duly notified public hearing was held by the City Council on September 21, 2022; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map

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

A) That the foregoing recitations are true and correct; and

B) That based on the evidence presented at the public hearing, the City Council hereby recommends the City Council APPROVAL of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map subject to Conditions of Approval outlined in Exhibit A; and

C) All recommendations made by the City Council are based on the following findings:

1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.

2. The project is in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.

3. The initial environmental assessment shows that there is no substantial evidence that the proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map may have a significant impact on the environment.

4. That any sensitive resources located within the area of the project or adjacent to the area of the project will be protected and not be significantly impacted by the project.

5. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the intent of the City of Imperial's General Plan to maintain land use designation consistency within the incorporated area of the City and its sphere of influence.

6. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the policies and the land uses of the existing City of Imperial General Plan.

7. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the objective of the City of Imperial's Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 21st day of September, 2022.

_____
Mayor City Council

ATTEST:

_____
City Clerk

RESOLUTION 2022-59

EXHIBIT A
CONDITIONS OF APPROVAL
FOR
AMENDMENT TO THE VICTORIA RANCH SPECIFIC PLAN, PLANNED UNIT DEVELOPMENT ZONE CHANGE AND SUBDIVISION REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP
(APN 044-220-105)

1. The Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.

2. The tentative map shall be consistent with and conform to the approved Victoria Ranch Specific Plan Land Use and Circulation Maps.

3. All off-site improvement plans for streets, water and sewer, and other construction items, shall be approved by the City Engineer prior to the start of any construction on off-site improvements within the project.

4. All plants, trees, and other vegetation planted within the street rights-of-way shall be approved by the City Parks Director prior to being planted.

5. The project shall be subject to the use standards outlined in the Planned Unit Development Ordinance and site development standards as follows:

   The Applicant requests the same Building Setbacks as the approved Victoria Ranch 6A

Development Standards	Requirements
Front Setback	
Living Area/House	10' Minimum
Covered Porch	5' Minimum
Garage	20' Minimum
Rear Yard Setback	
Living Area	10' Minimum
Porches/Patios	5' Minimum
Side Yard Setback	
Living Area	5' Minimum
Street Side Yard Setback	10' Minimum
Driveway Curb-Cuts	20' Maximum
Distance between structures	5' Minimum

Architectural projections such as chimneys, overhangs, etc. may project onto any required setbacks subject to the approval of the Planning Director and the Fire Marshall.

6. The Developer/Applicant shall complete Legakes Avenue to the Southern tract boundary, as depicted in the Original TM Conditions of Approval.

7. Prior to issuing Certificates of Occupancy for homes in Victoria Ranch Unit 4B, the Developer must complete circulation improvements as established in the Specific Plan. The area between Legakes Avenue, Cross Road, Aten Boulevard and the southern City of Imperial boundary line, including their rights-of way. Class II bike lanes shall be consistent with bike lanes in the approved Legakes Striping Plan.

8. Class II bike lane improvements are necessary along the following roads:
   - A) Full length of eastern side of Cross Road
   - B) Full length of eastern side of Legakes Avenue
   - C) Additional bicycle facilities and improvements are shown in Figure 8 - Circulation and Alternative Transportation Mode of the project's Specific Plan
   - D) Class II bike lanes must be installed and shall have the following characteristics:
     1. Bike lanes shall have an overall width of 5 feet
     2. A 6-inch wide white line is to be installed separating the bike lane from the vehicle travel lane
     3. Bike stencils must be installed at approximately every 300 feet
     4. Bike path signs must be installed every 300 feet

9. The Developer/Applicant shall offer, for dedication, all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.

10. The Developer/Applicant shall pay all applicable impact and capacity fees prior to the issuance of any building permit.

11. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Tract Map shall record until such costs have been paid to the City.

12. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, the Department of Community Development and the Department of Public Services prior to submittal for approval to record any Tract Map.

13. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of any Tract Map.

14. Infrastructure improvements include on-site and off-site improvements such as curb, gutter, sidewalk, retention basins, park improvements, and required noise walls.

15. The Developer shall provide adequate financial assistance to offset the impacts to local law enforcement, fire and school services to ensure the level of service of these departments are not adversely affected by the estimated population increase as a result of the development of this project. The fee amount shall be a pro rata share of each subdivided lot and shall be paid prior to the issuance of a building permit.

16. The Developer/Applicant shall set aside two (2) public school sites to the El Centro Elementary School District for the whole Victoria Ranch Subdivision. The subject school sites shall be of adequate size, configuration and location and shall be approved by the School District prior to recordation of any Final Maps. In the event that adequate school sites are not available within the project site due to conflicts with State Department of Education requirements, the Developer shall pay the appropriate school fees as determined by the El Centro School District.

17. Landscaping around the retention basin to be completed with the completion of the retention basin construction, landscape of other areas including the parkway.

18. Active owl burrows on and adjacent to the project site area shall be identified, and physically marked before the start of any construction activities, including rough grading. They shall then be protected from destruction during any site construction activities. Active owl burrows shall not be disturbed by construction activities during the breeding season (February 15 to August 15). Inactive owl burrows identified in the project area after the breeding season shall then be destroyed, to prevent owls from reoccupying these same burrows in the disturbed project area in the future. A Department of Fish and Game wildlife biologist shall be consulted prior to relocating any owls from the project area.

19. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off- site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution. Prior to the recordation of a Tract Map, the Developer/Applicant shall provide the City with a letter from the Imperial Irrigation District (IID) stating that the plans have been reviewed and approved for the discharge of storm water onto IID facilities.

20. Storm drainage shall be designed to utilize catch basins at street intersections. Storm drain pipe lines, retention ponds with flow through systems shall be utilized if possible and the system shall pump out to public drains. Temporary drainage systems shall utilize this same criteria. Facilities must be capable of primary treatment such as de-siltation prior to discharge to public drain.

21. For each phase, storm water basin(s) must be constructed to retain 110 percent of the required volume for that particular phase. The full build out of all retention basins must be completed prior to issuance of any building permit for the last phase of the project, unless required earlier by the City Engineer. The ultimate retention basin capacity shall be according to the approved original Tentative Map drainage factor of 85%.

22. The Developer shall install new water mains, valves, and fire hydrants as required to serve the new development area.

23. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.

24. All utilities including power lines, telephone lines, and cable television lines shall be installed underground. All existing drains and canals within the project site shall be relocated as necessary and installed underground.

25. The Developer/Applicant shall provide a soils report indicating, among other things, suitability of the site for the proposed development, specifications for earthwork, design guidelines for slabs and foundations and recommended roadway sections.

26. The conditional approval of the Tentative Subdivision Map shall not constitute the waiver of any requirement of the City's ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.

27. The Developer/Applicant shall obtain, pay for, and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.

28. All Final Tract Maps shall provide for 10-foot public utility easements adjacent to all street rights of way for underground power, communications and cable television systems.

29. The Developer may construct the project in phases. However, the project phasing shall comply with the approved phasing plan, as contained in the Victoria Ranch Specific Plan, and as outlined below. Each portion or phase shall fully implement all mitigation measures outlined in the Mitigated Negative Declaration and other environmental documentation whether re-stated herein or not. All conditions set forth in this approval shall be implemented to the extent that each development phase can, together with any phase that preceded it, exist as an independent unit that minimizes all impacts identified in the environmental documentation and all other applicable regulations even if no subsequent phases are built.

30. All stationary mechanical equipment shall be properly screened with appropriate walls, building areas, and landscaping to prevent transmission of noise off of building site areas onto adjacent properties. No homes shall be constructed with skylights or other architectural features which could transmit noise from over- flying aircrafts.

31. The Tract Map shall include an aviation easement for all lots created. In addition, all lots will be developed and sold with a hold harmless agreement with the County of Imperial Airport.

32. For each phase of the project, the Developer shall provide a minimum 200 feet of open space buffer zone between new urban development and other private lands that are actively being farmed. The Developer shall record and inform homebuyers of agricultural easements to put new homeowners on notice regarding the noise, dust, odors, and other potential impacts associated with active farming of nearby lands. The Developer shall also inform homeowners of Imperial County's right to farm ordinance prior to the occupancy of each residence.

33. During the construction of Victoria Ranch Unit 4B improvements, the Developer shall complete the construction of Legakes Avenue to the full cross-section in accordance with the Victoria Ranch Phasing Map.

34. The Imperial County Fire Department shall review both, the Tentative Tract Map and improvement plans, and may provide additional Conditions of Approval. Such conditions may include, but not limited to the location and sizing of fire hydrants, premise identification numbers (address numbers), cul-de-sac radii, and roadway accesses.

35. In compliance with SB1383 State of California regulation and the City of Imperial's procurement requirement, applicant shall integrate compost and/or mulch from a CalRecycle certified composter in all retention basins and landscaped areas. Proof of eligible compost supplier must be submitted to the City prior to the issuance of Certificate of Occupancy for Victoria Ranch Unit 4B Phase 1.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO PUD (PLANNED UNIT DEVELOPMENT) WITHIN THE VICTORIA RANCH SPECIFIC PLAN FOR THE FOLLOWING APN: 044-220-105

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

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

SECTION 2: The property affected by this ordinance is shown in Exhibit A, specifically known as APN: 044-220-105

SECTION 3: The new zone for said property is hereby changed from R-1 (Residential Single Family) to PUD (Planned Unit Development).

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

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

_____
Geoffrey D. Dale, Mayor

ATTEST:

_____
Dennis H. Morita, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF IMPERIAL)

I, Dennis H. Morita, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____had its 1st reading on September 21st, 2022 and was passed by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN: **MOTION CARRIED**

I, Dennis H. Morita, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No_____ had its 2nd reading on M DD, 2022 and was passed by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN: **MOTION CARRIED**

_____

DENNIS H. MORITA, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

TENTATIVE MAP VICTORIA RANCH SUB UNIT 4B

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

GENERAL NOTES:

(1) WATER AND SEWER FACILITIES PER THE CITY OF IMPERIAL.
(2) A GRADING AND DRAINAGE PLAN TO BE APPROVED BY THE CITY OF IMPERIAL CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
(3) IMPROVEMENTS MUST COMPLY WITH ALL STANDARDS, CODES AND ORDINANCES OF THE CITY OF IMPERIAL.
(4) SEWER LINES SLOPE A MINIMUM OF 0.002 FT./FT.
(5) GUTTER FLOWLINE GRADES SLOPE A MINIMUM OF 0.002 FT. / FT.
(6) STREET NAMES ARE TO BE APPROVED BY THE CITY OF IMPERIAL.
(7) UNDERGROUND CONDUITS FOR ELECTRICAL POWER, CABLE, TELEVISION AND TELEPHONE TO BE LOCATED IN PARKWAYS BETWEEN SIDEWALKS AND PROPERTY LINE.
(8) ESTIMATED POPULATION EQUIVALENTS:
SINGLE FAMILY 4 PERSONS/LOT
ESTIMATED POPULATION AT FULL DEV. 408 PERSONS
(9) ESTIMATED AVERAGE DAY WATER DEMANDS:
SINGLE FAMILY 250 GAL/PER/DAY
ESTIMATED DEMAND AT FULL DEV. 0.102 MIL GAL/ DAY
PEAK FLOW AT FULL DEV. 177 GPM
FIRE DEMAND AT PEAK FLOW AND 1500 GPM AT ONE HYDRANT AND 1000 GPM AT TWO SIMULTANEOS HYDRANT.
(10) ESTIMATED AVERAGE DAY SEWAGE DEMANDS:
SINGLE FAMILY 100 GAL/PER/DAY
ESTIMATED DEMAND AT FULL DEV. 0.0408 MIL. GAL/DAY
PEAK FLOW AT FULL DEV. 0.0816 MIL. GAL/ DAY
(11) FOR STORM WATER RETENTION BASIN SEE VICTORIA RANCH SUBDIVISION MASTER DRAINAGE DRAINAGE STUDY, RETENTION BASIN IS SIZED TO STORE THE 100-YEAR FREQUENCY STORM (3" OF RAIN). CONVEYANCE SYSTEM IS DESIGNED FOR A 25 YEAR STORM.
(12) BUILDING SETBACKS:
FRONT YARD SETBACK: (TO GARAGE) 15'
SIDE YARD SETBACK: 5'
REAR YARD SETBACK: 10'
(13) STREET PAVING, CURBS AND GUTTERS, SIDEWALKS, STORM WATER DITCHES AND INLETS AND STORM WATER PIPELINES, LYING WITHIN STRIZT RIGHT- OF- WAY, TO BE OWNED, OPERATED AND MAINTAINED BY THE CITY OF IMPERIAL.
(14) IMPROVEMENTS CALLED FOR OUTSIDE OF THE BOUNDARIES OF THIS SUBDIVISION SHALL BE SUBJECT TO ACQUISITION OF RIGHTS-OF-WAY AS PROVIDED BY SECTION 66456.1 OF THE SUBDIVISION MAP ACT
(15) THE EXACT DESIGN AND LOCATION OF IMPROVEMENTS INDICATED ON THIS MAP SHALL BE DETERMINED BY THE DESIGN PROCESS AND APPROVED BY THE CITY ENGINEER
(16) FINAL DESIGN OF THE STRUCTURAL PAVEMENT SECTION WILL BE DETERMINED BY THE SOILS ENGINEER
(17) STREET SIGNAGE TO BE LOCATED PER THE CITY'S STANDARDS AND PAID BY THE DEVELOPER
(18) THE FINAL LOCATION AND NUMBER OF STORM DRAIN LINES AND INLETS/OUTLETS SHALL BE DETERMINED IN FINAL ENGINEERING AND APPROVED BY THE CITY ENGINEER
(19) 1" WATER SERVICE & 4" SEWER LATERAL WILL BE PROVIDED PER LOT
(20) GROSS AREA: 14.65 ACRES
(21) NET LOT AREA: + /- 13.05 ACRES
(22) TOTAL NUMBER OF LOTS: 103
(23) MINIMUM LOT SIZE: 3528 SQ FT
(24) AVERAGE LOT SIZE: 3909.34 SQ FT
(25) MINIMUM LOT WIDTH: 49 FT
(28) MINIMUM LOT LENGTH: 72 FT

RECORDED EASEMENTS:

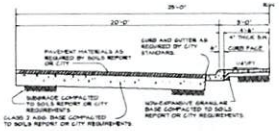
(1) IMPERIAL IRRIGATION DISTRICT: AN EASEMENT FOR DRAIN CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 14, 1929 IN BOOK 224, PAGE 200 OF OFFICIAL RECORDS.
PLOTTED HEREON.

(2) IMPERIAL IRRIGATION DISTRICT: AN EASEMENT FOR LATERAL DRAIN, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 12, 1936, IN BOOK 419, PAGE 427 AND RE-RECORDED APRIL 16, 1936 AS FILE NO. 9 IN BOOK 428, PAGE 114 OF OFFICIAL RECORDS.
PLOTTED HEREON.

(3) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR DRAINAGE DITCHES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 1, 1924 IN BOOK 88, PAGE 184 OF OFFICIAL RECORDS.
PLOTTED HEREON.

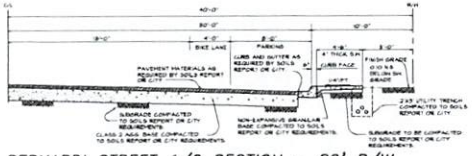
(4) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR DRAIN CANAL, TELEPHONE LINES, POWER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 14, 1929 IN BOOK 224, PAGE 199 OF OFFICIAL RECORDS.
PLOTTED HEREON.

(5) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR POWER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 22, 1948 IN BOOK 704, PAGE 404 OF OFFICIAL RECORDS.
ONLY APPROXIMATE LOCATION PLOTTED HEREON.



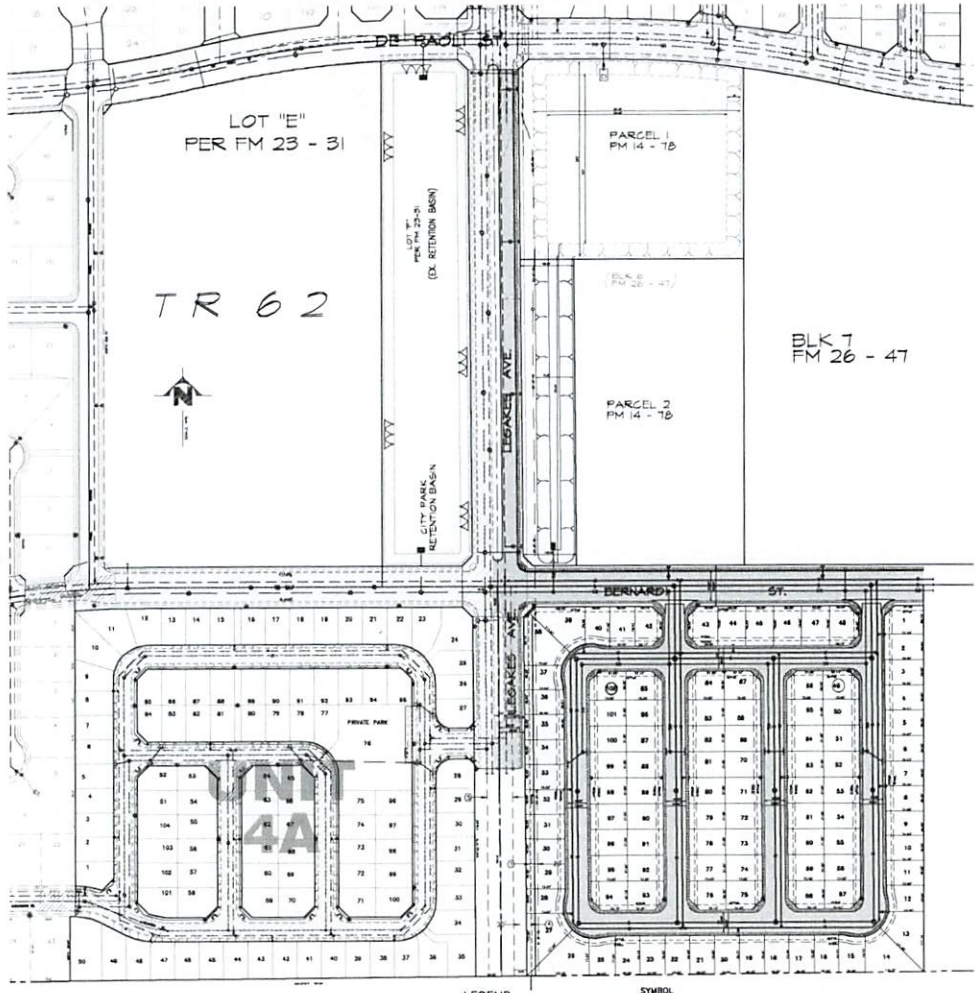
TYPICAL INTERIOR STREET 1/2 SECTION – 50' R/W

NO SCALE



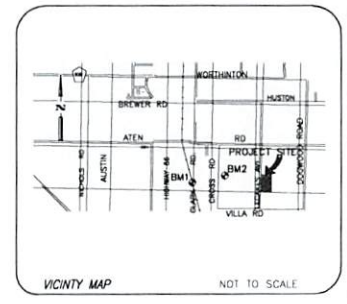
BERNARDI STREET 1/2 SECTION – 80' R/W

NO SCALE



LEGEND

	SYMBOL EXISTING	SYMBOL PROPOSED
CURB AND GUTTER AND SIDEWALK		
STREET LIGHT	☼	✷
CATCH BASIN		
PAVEMENT		
DRAIN PIPE		
WATER LINE		
SEWER LINE		
LOT NUMBER	49	
PUBLIC UTILITY EASEMENT		
BUILDING SETBACK LINE		
RIGHT OF WAY		



VICINTY MAP NOT TO SCALE

LEGAL DESCRIPTION

A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION UNIT No. 3C, IN THE CITY OF IMPERIAL, AS SHOWN BY MAP ON FILE IN BOOK 26 PAGES 47-54 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

OWNER/DEVELOPER

LAS VICTORIAS INC.
2089 N. MARSHALL AVE.
EL CAJON, CA 92020

ENGINEER

L C ENGINEERING CONSULTANTS INC.
1065 STATE STREET
EL CENTRO, CA 92243
(760) 353-8110

SOILS ENGINEER

LANDMARK CONSULTANTS, INC.
780 N 4TH STREET
EL CENTRO, CA 92243
(760) 320-3000

ASSESSORS PARCEL NUMBER

A.P.N. 044-220-105-00 AREA: 14.65 AC.

FLOOD ZONE

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP PANEL 0625C1725C OF SEPTEMBER 26, 2008, THE SITE IS LOCATED IN FLOOD ZONE "X"

LAND USE DATA

PRESENT ZONING: A2U (URBAN)
PRESENT LAND USE: VACANT
PROPOSED LAND USE: SINGLE FAMILY DWELLINGS

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF THE WORK OF THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION OF 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BRAWLEY IS CONFINED TO REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITY FOR PROJECT DESIGN.

CARLOS CORRALES
LC ENGINEERING CONSULTANTS INC.
1065 STATE STREET
EL CENTRO, CALIFORNIA 92243
(760)353-8110

BY: _____ DATE: _____
CARLOS CORRALES
R.C.E. No. 55,432
EXPIRATION DATE: 12/31/22

BENCH MARK

BM # 1
COUNTY BENCHMARK No. 63
ALONG THE SPRR 288 FT. NORTH OF THE INTERSECTION WITH CLARK ROAD
ELEVATION = 946.30

BM # 2
TOP OF EXISTING F.H. LOCATED AT THE NE CORNER OF THE INTERSECTION OF BERNARDI & LISARAS AVE.
ELEVATION = 946.77

LC ENGINEERING CONSULTANTS INC
1065 State Street
El Centro CA 92243

BENCHMARK:

TENTATIVE MAP
VICTORIA RANCH
UNIT NO. 4B

SHEET 1 OF 3

IMPERIAL, CALIFORNIA
DATE 7/17/22 BY STAFF
CLIENT LAS VICTORIAS INC.
FILE NAME C21017-00TM JOB NUMBER C21017-00

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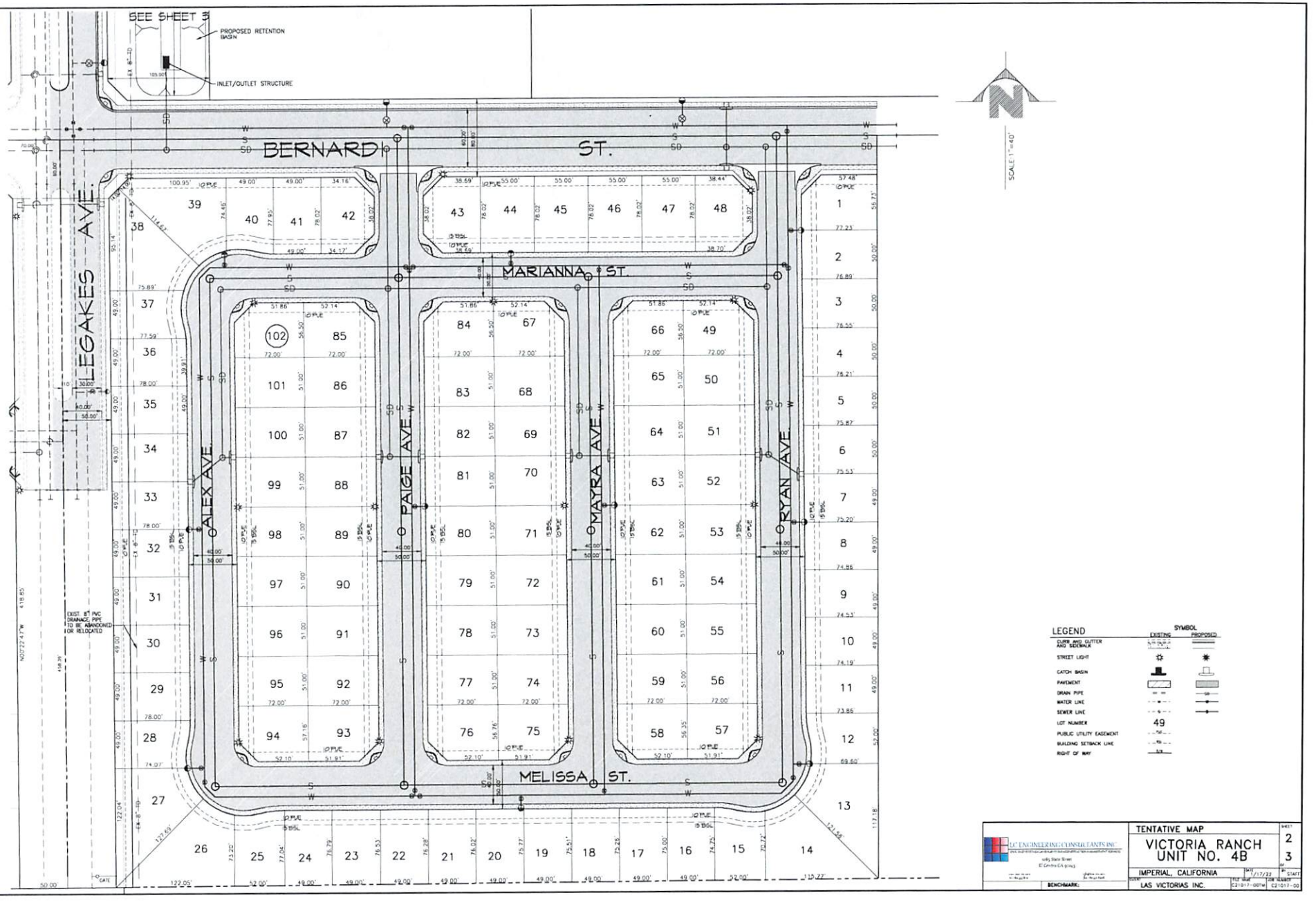

LC ENGINEERING CONSULTANTS INC

TENTATIVE MAP

VICTORIA RANCH UNIT NO. 4B

IMPERIAL, CALIFORNIA

DATE 1/17/22

SHEET 2 OF 3

CLIENT LAS VICTORIAS INC.

FILE NAME C21017-00TM

JOB NUMBER C21017-00

BENCHMARK:

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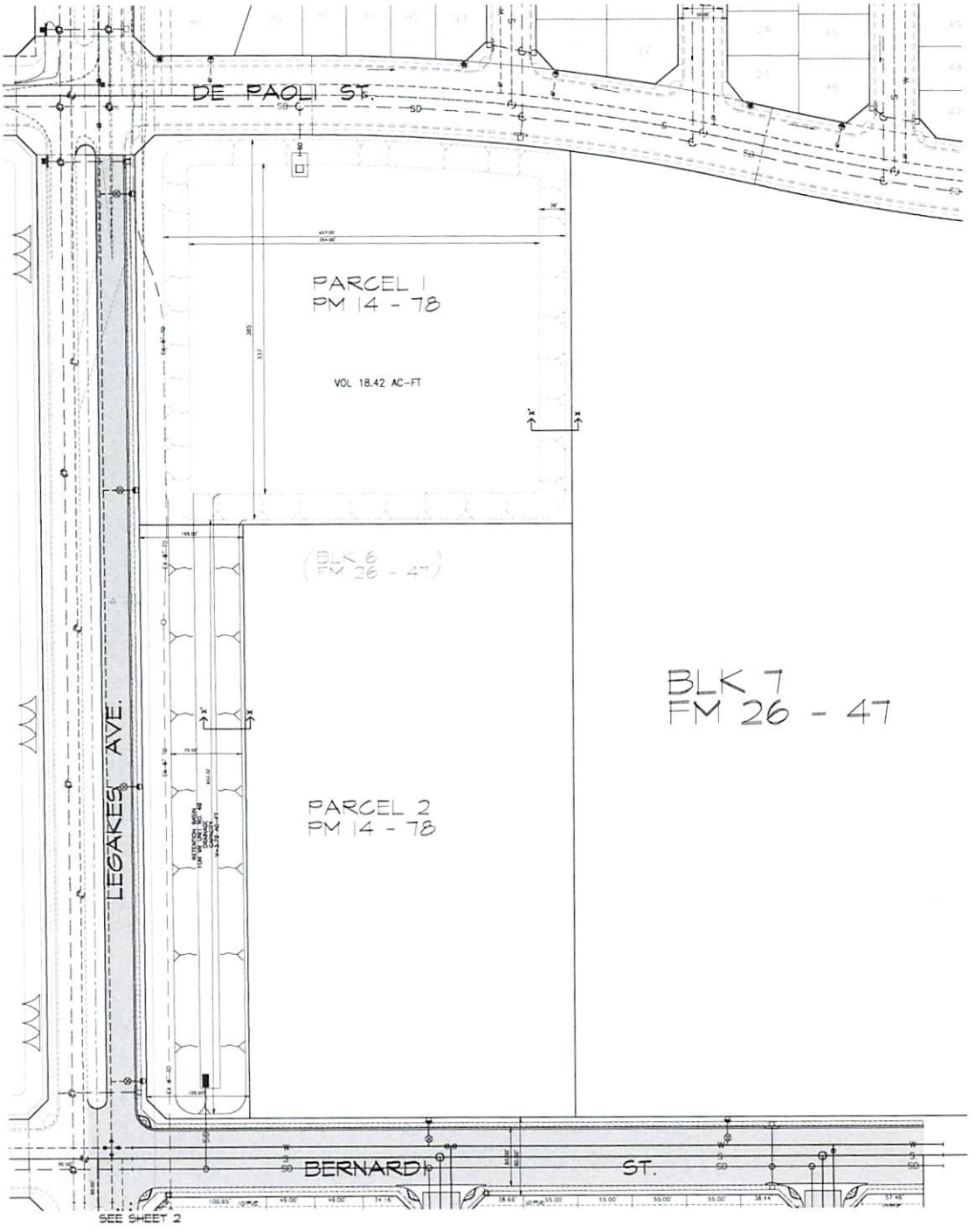
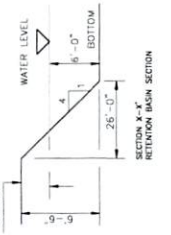


SCALE: 1"=50'

DRAINAGE:

A) RETENTION BASIN (STORAGE REQUIRED)
DETENTION BASIN DESIGN TO STORE 85% OF 100 YEAR STORM (3 HOUR RAIN)
WESTERLY 180-13.20 = 146.80 AC.
VICTORIA RANCH UNIT 5A 18.31 AC.
VICTORIA RANCH UNIT 5B 12.07 AC.
VICTORIA RANCH UNIT 4B 14.65 AC.
TOTAL 191.83 AC.
V= 191.83 X 0.85 = 40.77 AC-FT

B) RETENTION BASIN (TOTAL STORAGE PROVIDED)
TOP OF WATER AREA = 4.42 AC
BOTTOM AREA = 2.38 AC
AVERAGE = 3.69 AC
DEPTH = 6.0 FEET
VOL. = 3.69 X 6 = 22.14 AC-FT
VOL. FOR THE EXISTING WESTERLY PORTION OF RETENTION BASIN = 19.54 AC-FT
TOTAL RET. PROVIDED = 41.68 AC-FT



TENTATIVE MAP
VICTORIA RANCH
UNIT NO. 4B
SHEET 3 OF 3
IMPERIAL, CALIFORNIA
LAS VICTORIAS INC.
BENCHMARK:
ENGINEERING CONSULTANTS, INC.

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Agenda Item No. E-2

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	COMMUNITY DEVELOPMENT DIRECTOR	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

2ND STREET REHABILTITATION AND RECONSTRUCTION PROJECT FROM OLD SR-86 TO "P" STREET - BID No. 2021-05 / STBGL 5134(024)

1. APPROVAL OF BALANCING CHANGE ORDER.
2. ACCEPTANCE OF WORK COMPLETED
3. AUTHORIZING CITY CLERK TO FILE NOTICE OF COMPLETION IN THE IMPERIAL COUNTY CLERK/RECORDER OFFICE.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The Community Development Department was directed by City Council to conduct a competitive BID process for the 2nd Street Rehabilitation and Reconstruction Project from Old SR-86 to "P" Street. The project consists of PCC Curb & Gutters, PCC driveways, PCC Sidewalks, ADA Ramps, Asphalt Paving, Thermoplastic Striping, Fire Hydrants, Catch Basins and Storm Drain Sewer Pipeline.

See attached Exhibit 3 (Photo Report) for details.

This project was funded through Caltrans' Surface Transportation Block Grant (STBG) and LTA Measure D Programs.

An individual contract was awarded to Pyramid Construction and Aggregates, Inc. through said BID process in the amount of $ 1,769,655.06.

City Council authorized 15% ($ 265,448.26) Contingency.

The construction project was successfully completed on May 2, 2022.

Staff continued working with Pyramid Construction and Aggregates, Inc. on finalizing quantities finalizing quantities to determine final contract amount. See attached Exhibit 1 for details.

Minor changes in the scope of work were made mainly due to unforeseen existing water lines at "M" Street intersection was found to be in conflict with the new storm drain system, as well as associated miscellaneous Time & Material tasks. Final quantities have been accounted in the balancing change order.
See attached Exhibit 2 for review and approval.

FISCAL IMPACT:

Original Contract Sum:	$ 1,769,655.06
Net Change by C.O. :	$ 59,598.24 **(3.368%)**
Total Amount Including C.O.:	***$ 1,829,253.30***
Contingency:	$ 22,841.88 **(1.291%)**
Additional Quantities:	$ 43,256.36 **(2.444%)**
Deduction :	($ 6,500.00) **(0.367%)**

ADMIN SERVICES SIGN INITIALS

STAFF RECOMMENDATION: Staff recommends City Council A. Approval of balancing change order and final contract amount. B. Acceptance of work completed. C. Authorizing City Clerk to file "Notice of Completion" in the Imperial County Clerk/Recorder office.	DEPT. INITIALS DM
MANAGER'S RECOMMENDATION: approve staff recommendation	CITY MANAGER's INITIALS DHM

MOTION:

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

Exhibit 1

2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street

Contractor: Pyramid Construction & Aggregates, Inc.

BID 2021-05 • STBGL 5134(024)

Invoice Backup Information (09/13/2022)

Final Contract: Increased (+) & Decreased (-) Amounts

A	Original Contract Amount =	**1,769,655.06**
B	Change Order - Incidental Items per Payment Application #7 (See Sheet 2 of 5) =	22,841.88
C	Additional Quantities of Contract Items per Payment Application #8 (See Sheet 3 of 5) =	56,193.52
D	Decreased Quantities of Contract Items per Payment Application #8 (See Sheet 4 of 5) =	**(113,492.16)**
E	Change Order - Fire Hydrants Financed with LTA Funds Only per Payment Application #10 (See Sheet 5 of 5) =	100,555.00
F	New Contract Amount Including Change Orders (Incidental Items) and Balancing Change Order (Additional/Decreased Quantities) up to Pay Application #10 =	**1,835,753.30**
G	Deduction from Retainage =	**(6,500.00)**
H	**FINAL Contract Amount =**	**1,829,253.30**

2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street

Contractor: Pyramid Construction & Aggregates, Inc.

BID 2021-05 • STBGL 5134(024)

Invoice Backup Information (09/13/2022)

Change Order (Incidental Items)					
Item No.	Description of Work	Unit	Unit Price	Estimated Quantity	Change Order Increased (+) / Decreased (-) Amount
39	Relocate 8" Water Line in Conflict with Storm Drain	LS	8,136.54	1	8,136.54
40	Miscellaneous Time & Materials: Potholing to locate buried 2-inch water service lines, regrading areas with base material due to changes in elevation, removal of Curb & Gutter, Sidewalk and Driveways	LS	14,705.34	1	14,705.34

Total = **22,841.88**

2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street

Contractor: Pyramid Construction & Aggregates, Inc.

BID 2021-05 • STBGL 5134(024)

Invoice Backup Information (09/13/2022)

Additional Quantities of Contract Items							
Item No.	Description	Unit	Contract Quantities	As-Built Quantities	Quantities Over Contract	Unit Price	Total
21	New 4" thick of AC pavement, compact per soils report	SF	106,261.00	110,900.00	4,639.00	2.66	12,339.74
22	New 18" thick of Class 2 base for roadway, compact per soil report	SF	106,261.00	108,365.00	2,104.00	1.86	3,913.44
23	New 6" p.c.c curb and gutter with 6" of class 2 base, compact per city of imperial standard detail no. 400	LF	3,923.00	4,217.00	294.00	33.27	9,781.38
24	Install new 6" barrier curb with 6" of class 2 base, compact per city of imperial standard detail no. 401	LF	51.00	53	2.00	37.15	74.30
25	New 4" pcc sidewalk over 6" of sand per city of imperial standard detail no. 407	SF	10,920.00	12,073.00	1,153.00	9.85	11,357.05
26	New s" pcc handicap ramp w/ truncated domes over 8" of sand per city of imperial standard detail no. 409	SF	3,514.00	3,891.00	377.00	20.32	7,660.64
27	New 6" thick pcc driveway approach over 9" of class 2 base per city of imperial standard detail no. 403	SF	7,120.00	7,188.00	68.00	13.23	899.64
28	Install new pcc spandrel/cross gutter over 9" of class 2 base, compact per city of imperial standards.	SF	3,900.00	4,581.00	681.00	14.93	10,167.33

Total = 56,193.52

2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street

Contractor: Pyramid Construction & Aggregates, Inc.

BID 2021-05 • STBGL 5134(024)

Invoice Backup Information (09/13/2022)

Decreased Quantities of Contract Items							
Item No.	Description	Unit	Contract Quantities	As-Built Quantities	Quantities Over Contract	Unit Price	Total
11	Existing Manhole Frame/Cover to be lowered	EA	5.00	4.00	(1.00)	2,176.16	(2,176.16)
34	New PCC Storm Water Catch Basin	EA	5.00	4.00	(1.00)	10,761.00	(10,761.00)
37	New Fire Hydrants	EA	7.00	0.00	(7.00)	14,365.00	(100,555.00)

Total = **(113,492.16)**

2nd Street Rehabilitation & Reconstruction from Old SR-86 to "P" Street

Contractor: Pyramid Construction & Aggregates, Inc.

BID 2021-05 • STBGL 5134(024)

Invoice Backup Information (09/13/2022)

Change Order - Fire Hydrants (Financed with LTA Funds Only.)					
Item No.	Description of Work	Unit	Unit Price	Estimated Quantity	Change Order Increased (+) / Decreased (-) Amount
37	New Fire Hydrants (Financed with LTA Funds Only). This item was removed from list of items eligible to be paid with Caltrans Funds due to it was not possible to get a "Buy America" waiver for purchasing non-domestic Bury Ls and Saddles needed for the installation of said fire hydrants. This component is part of the original Scope-of-Work.	EA	14,365.00	7	100,555.00

Total = **100,555.00**

City of Imperial
Community Development Department
420 South Imperial Avenue
Imperial, CA 92251
Phone: (760) 355-1152
Fax: (760) 355-4718

Exhibit 2

CONSTRUCTION BALANCING CHANGE ORDER

Distribution to: 09-14-2022

- ☐ OWNER
- ☐ ENGINEER
- ☒ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

CHANGE ORDER NO. 1

PROJECT: City of Imperial
2ND STREET REHABILTITATION AND RECONSTRUCTION PROJECT
FROM OLD SR-86 TO "P" STREET
BID No. 2021-05 / STBGL 5134(024)

TO: ***Pyramid Construction and Aggregates, Inc.***
Ryan Dickerson, Project Manager
839 Dogwood Road, Heber, CA 92249
Phone: (760) 337-5839

Contractor is directed to make the following change(s) to the original contract:

1) Original Contract: _____ **$ 1,769,655.06**

2) Contingency - Relocate 8" Water Line in Conflict with Storm Drain & Miscellaneous Time & Materials. See Exhibit A's Sheet 2 of 5 _____ $ 22,841.88

3) Additional Quantities of Contract Items. See Exhibit A's Sheet 3 of 5 _____ $ 56,193.52

4) Decreased Quantities of Contract Items. See Exhibit A's Sheet 4 of 5 _____ $ (113,492.16)

5) New Fire Hydrants (Financed with LTA Funds Only).
This item was removed from list of items eligible to be paid with Caltrans Funds due to it was not possible to get a "Buy America" waiver for purchasing non-domestic Bury Ls and Saddles needed for the installation of said fire hydrants. This component is part of the original Scope-of-Work. See Exhibit A's Sheet 4 of 5 _____ $ 100,555.00

6) Deduction from 5% Retainage to cover additional expenses incurred by the City because of the delay in completion. _____ $ (6,500.00)

New Contract Amount: _____ **$ 1,829,253.30**

Percentage difference calculation:

Contingency (See Item 2)	**1.291%**	**= $ 22,841.88**
Additional Quantities (See Items 3, 4 & 5)	**2.444%**	**= $ 43,256.36**
Deduction (See Item 6)	**(0.367%)**	**= ($ 6,500.00)**
Total Contract Increase	**3.368%**	**= $ 59,598.24**

Not valid until signed by both the Owner and the Contractor.

Signature indicates his agreement herewith, including any adjustment in the contract sum or contract time.

Authorized by:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
By: Date:

_____ _____
Dennis Morita
City Manager

Pyramid Construction and Aggregates, Inc.
839 Dogwood Road
Heber, CA 92249

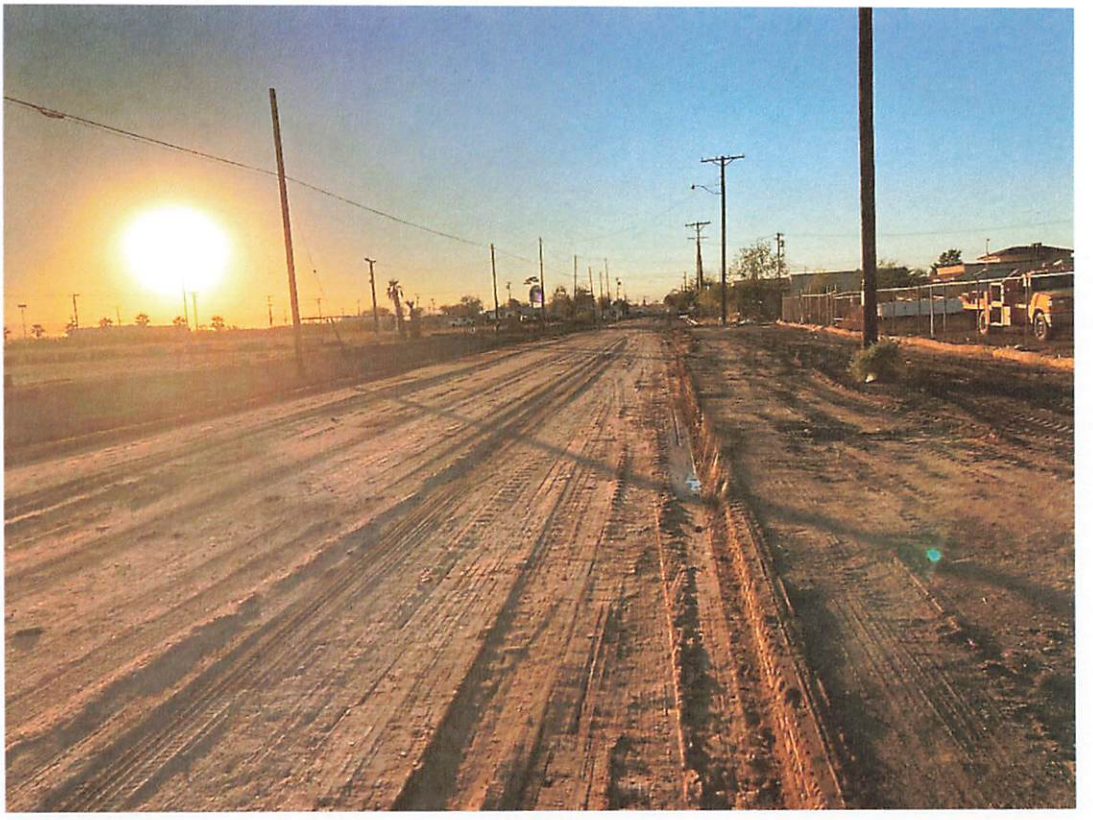
By: Date:

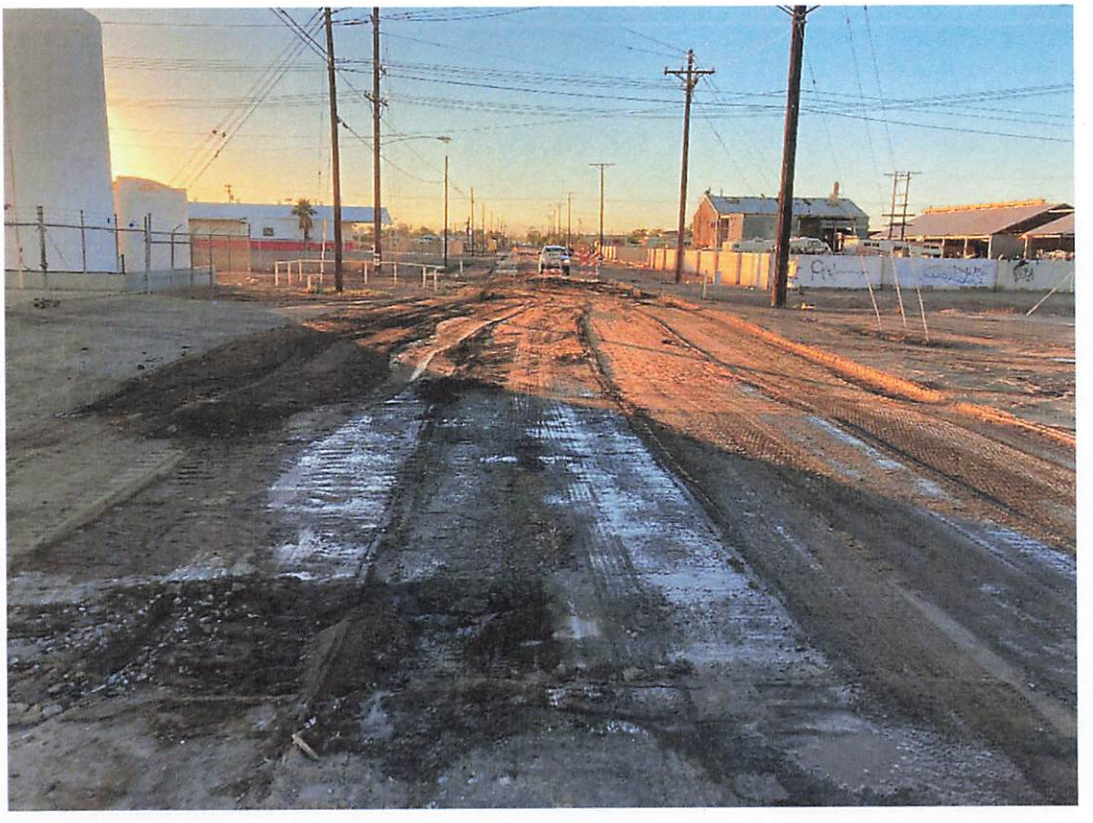
_____ _____
Ryan Dickerson
Project Manager

EXHIBIT 3
Photo Report – BID 2021-05 • STBGL 5134(024)

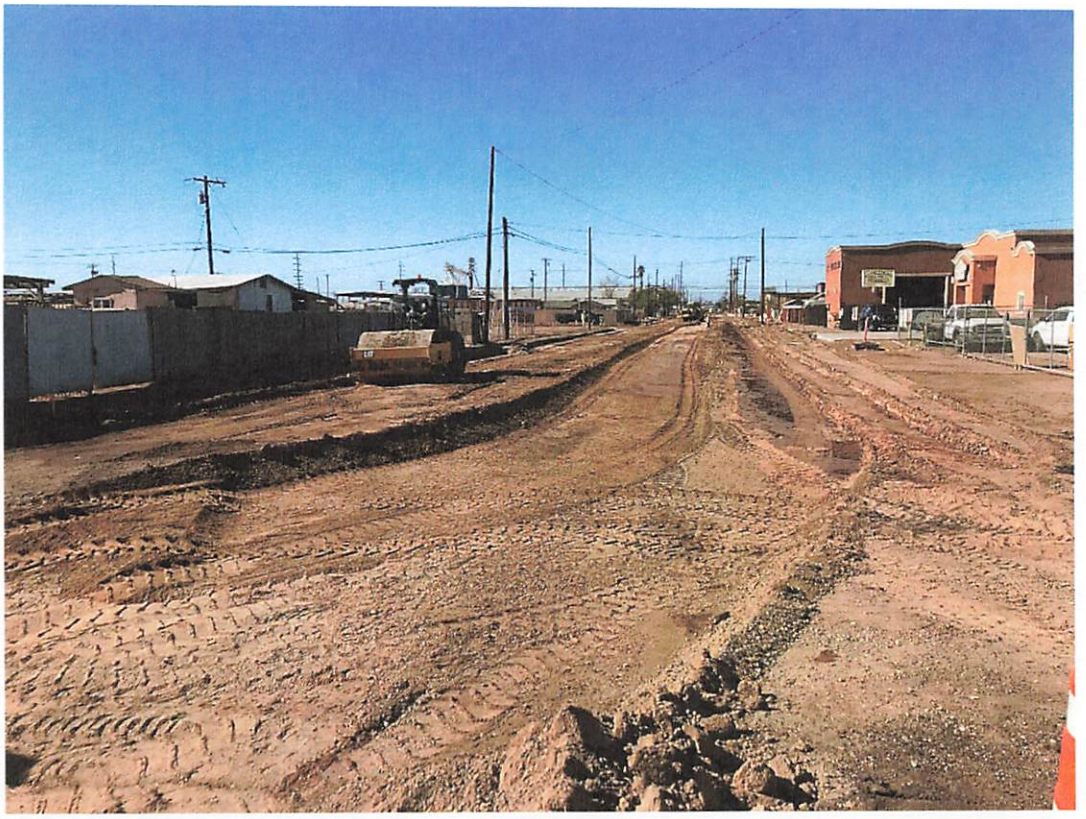
Final Conditions After Completion of Improvements.

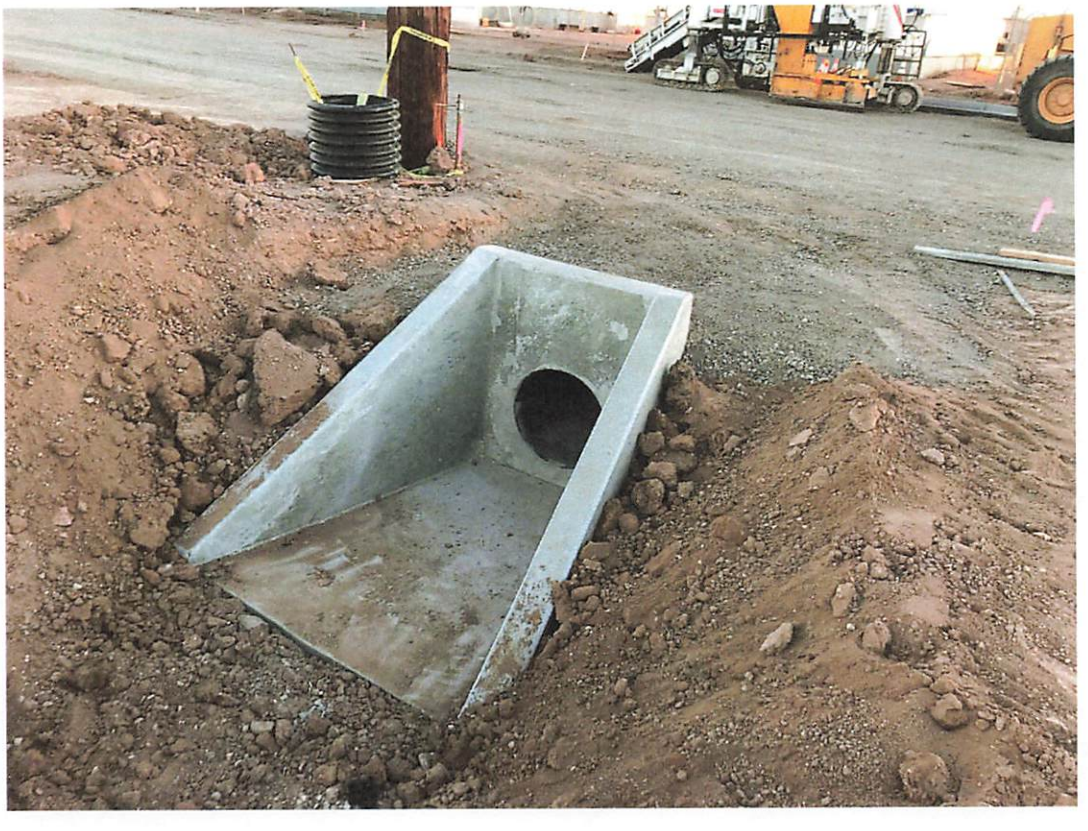
Project Site During Construction Phase.





IV FAIRGROUNDS
ROTO-ROOTER
STOP





140H
VHP

Use South entrance
during construction

STOP

Agenda Item No. E-3

DATE SUBMITTED	September 14, 2022	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Community Development	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	September 21, 2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISSCUSION/ACTION: Approval of Amended and Restated Joint Powers Formation Agreement

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

The Imperial Valley Resource Management Agency ("IVRMA") was formed in 2008 by way of a joint powers arrangement between Imperial County and the seven cities in the County. With the adoption of SB1383 and other State mandated recycling laws, various requirements associated with organic waste collection, public education and outreach, reporting and recordkeeping, capacity planning and procurement and other related functions are now in play. The cities and county have determined that the most efficient way of achieving compliance is by way of amendment to the joint powers agreement.

FISCAL IMPACT: To be determined based upon budget approved by the participating agencies.	FINANCE INITIALS DP
STAFF RECOMMENDATION: approve	DEPT. INITIALS DM
MANAGER'S RECOMMENDATION: Approve Imperial's participation in the amended and restated joint powers agreement.	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY (IVRMA) AMENDED AND RESTATED JOINT POWERS FORMATION AGREEMENT

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IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY AMENDED AND RESTATED JOINT POWERS FORMATION AGREEMENT

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("AGREEMENT") of the IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY (IVRMA) is made and entered into with an effective date of ----------, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, the CITY OF BRAWLEY, the CITY OF CALEXICO, the CITY OF CALIPATRIA, the CITY OF EL CENTRO, the CITY OF HOLTVILLE, the CITY OF IMPERIAL, and the CITY OF WESTMORLAND, municipal corporations, referred to hereinafter as "MEMBER (S)" and IVRMA will be referred to hereinafter as "AGENCY".

RECITALS

WHEREAS, MEMBERS are responsible for the health and safety of their citizens, and to that end regulate Solid Waste, Recyclable Material, and Organic Material Collection in areas under their jurisdiction, they award franchises for Collection to private organizations, all of which are referred to as Hauler.

WHEREAS, MEMBERS find it in their mutual economic interest to address Solid Waste and Recycling issues on a regional level so that the costs for planning and implementing Solid Waste and Recycling programs are based on a fair and equitable allocation system that considers all the relevant factors and shares Solid Waste Diversion percentages to meet the waste reduction mandates of the California Department of Resources, Recycling and Recovery (CalRecycle) formerly known as the California Integrated Waste Management Board CIWMB, as a region.

WHEREAS, the California Joint Exercise of Powers Law (Government Code section 6500, et seq.) permits two or more public agencies to exercise jointly any power that the agencies could exercise separately and also grants certain additional powers to a Joint Powers Authority.

WHEREAS, MEMBERS desire to establish and confer upon a separate legal entity, the AGENCY, the powers necessary to enable coordination of economical and regional source reduction recycling of SOLID WASTE to meet the diversion requirements mandated by the California Integrated Waste Management Act (ACT), including the monitoring and reporting of source reduction recycling information. to achieve their waste Diversion goals, to comply with the California Integrated Waste Management Act, and arrange for the Disposal of remaining Solid Waste.

WHEREAS, on February 6, 2008 an agreement was executed by and between the Imperial Valley Resource Management Agency Members (Members) forming a joint powers authority pursuant to the

provisions of the Joint Exercise of Powers Act (Government Code Sections 6500 et. seq for the purpose of providing coordination of economical and regional source reduction recycling of solid waste (hereinafter referred to as the "2008 IVRMA Agreement"); and

WHEREAS, pursuant to the 2008 IVRMA Agreement the power to perform the responsibilities of the joint powers authority was vested in the Agency Board of Directors (BOARD); and

WHEREAS, each of the parties expressly represents and acknowledges that it desires to amend the 2008 IVRMA Agreement as provided herein and that the terms of this amendment are incorporated by reference into this AGREEMENT ; and

WHEREAS, the parties expressly designate the Agency Board the authority to ensure and oversee compliance with and enforcement of Senate Bill 1383, on behalf of each party hereto; and

WHEREAS, the MEMBERS also expressly designate and desire for the Agency to ensure and oversee compliance with Assembly Bill 1826 and Assembly Bill 341 on behalf of each party hereto.

WHEREAS, Senate Bill 1383 (Lara, 2016) was signed into law and establishes methane emissions reduction goals of 50 percent in the level of the statewide landfill disposal of organic waste from the 2014 level by 2020 and 75 percent by 2025; and,

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) has developed regulations in Title 14 Division 7, Chapter 12 of the California Code of Regulations to implement the goals in Senate Bill 1383 (Senate Bill 1383 regulations;) and

WHEREAS, Senate Bill 1383 regulations require jurisdictions to implement an organic waste diversion program that includes providing organic waste collection services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

WHEREAS, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste (MORe)) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert commercial organic waste; and

WHEREAS, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste (MCR)) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste; and

WHEREAS, CalRecycle developed regulations in Title 14, Division 7, Chapter 9.1 to implement the goals of the MCR law; and

WHEREFORE, the Agency continues the Joint Powers Authority now known as the Imperial

Valley Resource Management Agency to own, finance, administer, monitor, and operate based on the compliance under the ACT.

SECTION 1. DEFINITIONS

The terms defined in this Section that are capitalized in this AGREEMENT have the following meanings:

"ACT" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"AGREEMENT" means this joint exercise of powers agreement, as it may be amended from time to time.

"AGENCY" means the Imperial Valley Resource Management Agency, a joint exercise of powers authority created by the MEMBERS pursuant to this AGREEMENT.

"AUDITOR" means the auditor for the agency.

"BOARD" means the BOARD of DIRECTORS of the AGENCY consisting of one member from the cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, Westmorland and two members of the County of Imperial Board of Supervisors.

"CALRECYCLE" means the California Department of Resources, Recycling and Recovery previously known as the CIWMB.

"CIWMB" means the California Integrated Waste Management Board created under the provisions of the CIWMA, whose duties include implementing the CIWMA.

"DIRECTOR" means the Agency representative appointee of a MEMBER of the BOARD

"DISPOSAL" means the ultimate disposition of Solid Waste received by HAULER at a Facility in Full Regulatory Compliance.

"DIVERSION" means the separation of materials from the overall Solid Waste stream and whose disposition is for reuse or Recycling and not landfill disposal.

"FACILITY/FACILITIES" means any site, existing or planned, owned or leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Facility.

"FISCAL YEAR" means the period commencing on each July 1 and ending on the following June 30.

"GOVERNMENT CODE" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"HAULER" means an Exclusive Franchised Hauler, Permitted Haulers and/or Licensed Haulers providing Residential, Commercial, and/or Industrial Waste collection services to generators within the service areas.

"HOUSEHOLD HAZARDOUS WASTE ELEMENT" or "HHWE" means the element prepared pursuant to the ACT, which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households within a jurisdiction and which should be separated from the SOLID WASTE stream.

"LANDFILL" means any parcel of duly licensed and certified as a sanitary landfill which may be owned or leased or to which the member agencies contribute, including any accessory facilities related thereto.

"LEGISLATION" means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may here as be adopted which constitutes law or regulation.

"MANAGER" means the person, MEMBER agency of firm hired or contracted by the BOARD as the AGENCY's administrative officer to manage the affairs of the AGENCY and to affect the policies of the BOARD.

"MEMBER" means any of the governing bodies of the signatories to this AGREEMENT and "MEMBERS" means all of the governing bodies of the signatories to this AGREEMENT.

"NON-DISPOSAL FACILITY ELEMENT" or NDFE means the element that describes new facilities and the expansion of existing facilities, which will be needed to implement a jurisdiction's SRRE.

"SERVICE AREA" means those incorporated areas within the cities of Brawley, Calexico, Calipatria, El Centro, Imperial, Holtville and Westmorland and those unincorporated areas within the County of Imperial.

"SOLID WASTE" refers to garbage, refuse, sludges and other discarded solid materials resulting from residential activities, and industrial and commercial operations. This term generally includes used oil. This term generally does not include solids or dissolved material in domestic sewage or other significant pollutants in water such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants. However, if any of these materials are separated from the water that carries them, then they generally are considered SOLID WASTE. For regulatory purposes, hazardous waste is a subset of SOLID WASTE.

"SOURCE REDUCTION AND RECYCLING ELEMENT" or "SRRE" means the element prepared pursuant to the ACT, which includes a program for management of SOLID WASTE generated within a jurisdiction, consistent with the California Integrated Waste Management Board's waste management hierarchy.

"TERM" means the period of time

SECTION 2. PURPOSE

2.1 General. The AGENCY is formed for the purpose of providing coordination of economical and regional source reduction recycling of SOLID WASTE to meet the diversion requirements mandated by the ACT, including the monitoring and reporting of source reduction recycling information.

2.2 Regional Agency Pursuant to Section 40970 et al. of the ACT. The AGENCY shall act as a regional agency as defined in the ACT to implement the ACT within the SERVICE AREA. The AGENCY, and not the MEMBERS, is responsible for compliance with Article I (commencing with Section 41780) of Chapter 6 of the ACT.

2.3 Common and Additional Powers. The AGENCY's purpose also includes the establishment of the AGENCY as an independent joint powers entity to enable the MEMBERS to jointly exercise the common powers of the MEMBERS set forth in Section 2.1 and for the exercise of such additional powers as are conferred under Section 7 or conferred by the GOVERNMENT CODE upon all joint powers' authorities.

2.4 This AGREEMENT is entered into pursuant to the Act for the purpose of the Members maintaining an existing Regional Agency to collectively monitor post-collection services and disposal and diversion of Hazardous Waste for determining compliance with the Act and (i) plan, study, recommend, and have the authority to recommend proper solid waste management activities and programs consistent with the Act, (ii) to enable it to report and track programs under the Act on a regional basis, (iii) address future diversion mandates, to allow for efficient operation of diversion programs on a region-wide basis, and (iv) to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Non-Disposal Facility Element (NDFE).

2.5 The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this AGREEMENT.

SECTION 3. CONTINUATION OF AUTHORITY

3.1 Continuation. Pursuant to the Act, the MEMBERS continue the public entity known as the Imperial Valley Resource Management Agency.

3.2 Separate Entity. The AGENCY shall be a public entity separate from the MEMBERS.

3.3 Assets, Rights, and Liabilities. The assets, rights, debts, liabilities, and obligations of the Agency shall not constitute assets, rights, debts, liabilities, or obligations of any of the Members. However, nothing in this AGREEMENT shall prevent the Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the AGENCY, provided that both the Board and that Agency approve such contract or assumption.

SECTION 4. BOUNDARIES

4.1 Service Area. The AGENCY shall exercise its powers within its Service Area. If a MEMBER withdraws from the AGENCY, the boundary of the AGENCY shall be modified to exclude the area of the withdrawing MEMBER. Such withdrawal and redrawing of boundaries shall not prevent any Facilities from being located outside of the boundary of the Service Area.

SECTION 5. FORMATION/ORGANIZATION

5.1 The MEMBERS, pursuant to the GOVERNMENT CODE, do hereby form, establish and create the Imperial Valley Resource Management Agency, it being understood that the BOARD shall be entitled to change the AGENCY's name from time to time if it so chooses. The AGENCY shall constitute a public entity separate and distinct from the MEMBERS thereof.

5.2 Composition. The AGENCY shall be composed of the Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, Westmorland and the County of Imperial (those unincorporated areas within the County of Imperial).

5.3 Name. The official name of the AGENCY shall be the "Imperial Valley Resource Management Agency whose address shall be 300 S. Imperial Avenue Suite 6, El Centro CA 92243

5.4 Board. The AGENCY shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on its behalf. The Board shall meet not less than once yearly and all meetings shall be called, noticed, and conducted subject to the Brown Act. The power of the AGENCY is vested in its BOARD. The composition, and voting power of the members of the BOARD shall be as follows:

	Directors	Voting Ballots	**Population**
City of Brawley	1	1	**27,320**
City of Calexico	1	1	**40,714**
City of Calipatria	1	1	**3,646**
City of El Centro	1	1	**44,693**
City of Holtville	1	1	**6,779**
City of Imperial	1	1	**19,929**
City of Westmorland	1	1	**2,461**
County of Imperial	2	2	**35,331**
TOTAL	**9**	**9**	**180,873**

5.5 Member Agency Directors.

a. Member Agency Directors. Each MEMBER shall appoint its representative(s) to the BOARD and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed DIRECTOR. Each DIRECTOR and alternate shall be an elected or managerial officer appointed by the governing body of the MEMBER. **Unless otherwise determined by the governing body of the Member, the representative to the Board shall be the same person(s) that represents the Member on the Imperial County Transportation Commission.**

b. If a DIRECTOR or alternate ceases holding any such elected or managerial position, he or she shall then cease to serve as a DIRECTOR or alternate.

c. The appointing MEMBER shall fill vacancies within thirty (30) days of the occurrence thereof. The AGENCY and the BOARD shall be entitled to rely on a written notice from the City Clerk (in the case of the cities) and the Clerk of the Board of Supervisors (in the case of the County) as conclusive evidence of the appointment and removal of the DIRECTORS and/or alternates representing that MEMBER. All designations must be placed on file with the Clerk of the AGENCY to be effective. All DIRECTORS serve solely at the pleasure of the appointing MEMBERS.

5.6 Voting. The affirmative vote of a majority of the voting power of the AGENCY as a whole **(five** (5) affirmative votes) shall be required to approve an act of the AGENCY.

5.7 Quorum. A majority of the DIRECTORS present **(five (5))** shall constitute a quorum for the transaction of business of the BOARD except that if there is less than a majority of DIRECTORS present to constitute a quorum, then a quorum may consist of the MEMBERS present if the total populations of the MEMBERS present total fifty-one percent (51%) of the entire MEMBER

population. If neither roll call results in a quorum. then the DIRECTOR(s) who are present, or the MANAGER, must adjourn any meeting for lack of a quorum.

5.8 Officers, Committees, Rules. The AGENCY may designate such officers, establish such committees and adopt such rules as may be necessary or convenient to conduct its affairs.

5.9 Meetings. Regular meetings of the AGENCY shall be held at least four (4) times each FISCAL YEAR, at such times and places as may be established by the AGENCY by resolution. All meetings of the AGENCY, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of The Ralph M. Brown Act (California Government Code Section 54950 et seq.).

5.10 Compensation. No member of the AGENCY's BOARD shall receive any compensation unless expressly provided by resolution of the AGENCY and with approval of a majority of the MEMBERS' governing bodies.

5.11 By laws. The BOARD, from time to time, may adopt bylaws for the conduct of the AGENCY's affairs, provided that they are not inconsistent with this AGREEMENT.

SECTION 6. PERSONNEL AND ADMINISTRATION

6.1 Employees. The AGENCY may have its own employees or may contract with a MEMBER or firm for the furnishing of any necessary staff services associated with or required by the AGENCY.

6.2 MANAGER. Except and until the AGENCY exercises its option to obtain other employees or contractors, the MANAGER of the AGENCY shall be the Executive Director of the-Imperial County Transportation Commission or his/her designee. The Executive Director of the, Imperial County Transportation Commission or his/her designee, shall contract with the AGENCY for services and shall serve until such time as the AGENCY exercises its option to obtain other employees or contractors. The MANAGER shall serve as the Purchasing Agent of the AGENCY.

6.3 Support Services. Except and until the AGENCY exercises its option under the GOVERNMENT CODE and Section 6.1 of the AGREEMENT, the Imperial County Transportation Commission will provide support services to the AGENCY including all legal, financial, accounting, audits, data processing, secretarial, purchasing and personnel services. The Imperial County Transportation Commission Auditor's shall be the Auditor and Treasurer for the AGENCY pursuant to the GOVERNMENT CODE. The AGENCY's MEMBERS shall mutually establish the scope of support services to be provided by the Imperial County Transportation Commission annually. The cost for such services shall be included in the AGENCY's annual budget referred to in Section 8.1 and shall be in a not-to-exceed amount to be determined mutually by the MEMBERS.

SECTION 7. POWERS

7.1 Approved Powers. To the full extent permitted by applicable law (including specifically the ACT and the GOVERNMENT CODE), the AGENCY is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the ACT or that each MEMBER could exercise separately including, without limitation, any and all of the following:

a. To provide for the implementation of the requirements of the ACT for the MEMBERS, as a regional agency pursuant to the ACT, including the following:

i. Acquire, improve, hold, lease, and dispose of real and personal property of all types.
ii. Review local ordinances and resolutions to ensure consistency with the ACT;
iii. Adopt, review, revise and recommend updates, including those necessary due to any additions or changes to State or Federal law, of the SRRE, HHWE, and NDFE of the AGENCY to meet the requirements of the ACT;
iv. Monitor and implement the AGENCY SRRE, HHWE and NDFE and make findings as to nonconformance as required by the ACT;
v. Each MEMBER shall be responsible to implement the AGENCY SRRE, HHWE, SLCP and NDFE as stated in the AGENCY SRRE, HHWE, and NDFE which are incorporated by reference;

b. To assist with the development and implementation of a countywide Integrated Waste Management Plan and other documents representing the interests of all Members, and in that regard is empowered by the MEMBERS to:

i. Review and recommend updates to the countywide siting element and the countywide summary plan.
ii. Inform the MEMBERS of new or revised planning criteria adopted for use within each of the: MEMBER's jurisdiction;
iii. Review the countywide hazardous waste management plan;
iv. Participate in any other regional waste management efforts, such as household hazardous waste collection events;
v. Plan, design, and implement programs that address the Processing and Diversion requirements of the CIWMA.
vi. Educate the public about Solid Waste, Organic Waste, Compost Diversion, and Recycling matters
vii. To sue and be sued;
viii. To employ agents, employees and to contract professional services
ix. To incur debts, liabilities and obligations
x. To reimburse the: MEMBER(S) for the costs of special services provided to the AGENCY
xi. To make and enter into contracts, including contracts with any: MEMBER, and to assume existing contracts made by any MEMBER
xii. To apply for and accept grants, advances, and contributions
xiii. To make plans and conduct studies
xiv. To coordinate efforts with established local, regional, and State waste management agencies
xv. To provide annual reporting to each of the MEMBERS
xvi. To review and make recommendations on pending SOLID WASTE and household hazardous waste legislation
xvii. To represent the AGENCY in all source reduction recycling and hazardous waste issues affecting the MEMBERS
xviii. To assist with the development of local markets for recycled products and provide resources for information concerning product availability; and
xix. To conduct or contract for household hazardous waste events and activities
xx. Coordinate with CalRecycle as required.
xxi. Operate Household Hazardous Waste Programs ("HHWP"), including the

following:

1. Act as the HHWP public agency permittee;
2. Determine the desired level of service after consultation with Members and communicate desired levels to all HHWP contractors;
3. Manage HHW budget and monitor Contractor's HHW costs for consistency with the approved budget;
4. Manage contract for HHW Facility and any satellite or mobile events;
5. Confirm and report that expected levels of service are being maintained;
6. Operate a motor oil recycling program, design and distribute all related public information in English and Spanish, ensure compliance and coordinate events;

xxii. Implementation of outreach, monitoring, and reporting for Integrated Waste Management Act AB939, which includes, SREE, HHWE, AB341 MCR, AB1826 MORe, and SB1383, as further defined in this AGREEEMENT.

c. To act as the delegate on behalf of each party to this AGREEMENT for the responsibilities for compliance with the provisions of Senate Bill 1383 (Public Resources Code section 42652-42654) and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12 and "Assembly Bill 1826 (Public Resources Code sections 42649.8-24649.87" to the extent allowed by law, except as noted below. These delegated responsibilities, include, but are not limited to:

i. Advisor to MEMBERS in support of MEMBERS establishing, administering, implementing and/or operating all state mandated Senate Bill 1383 programs. The programs are to be managed by the MEMBERS within their jurisdiction. Such programs include, but are not limited to organic waste management, education and outreach, monitoring. Inspection, and record keeping programs. Such compliance shall also include conducting organic waste capacity planning, as required by law and compliance with CalGreen Building Standards and the Model Water Efficient Landscape Ordinance. AGENCY shall report to CalRecycle on MEMBER programs as required by law.

ii. Establishing, administering, and implementing the edible food recovery requirements of Senate Bill 1383 regulations. Such duties shall include, but are not limited to, coordination with MEMBERS: assessment of existing capacity for edible food recovery, assist with establishing a food recovery program, and education and outreach to all businesses, residents, commercial edible food generators, and any other entities or parties required by law.

iii. Coordinating with CalRecycle and any other state or federal entities in assessing, and ensuring compliance with the CalRecycle procurement and pollution reduction targets for each party.

iv. AGENCY will not perform any duties under Senate Bill (SB) 1383 Lara, Chapter 395, Statutes of 2016, Inspection and Enforcement.

d. To act as delegate on behalf of each party to this Agreement for compliance with Assembly Bill 341, (Public Resources Code sections 42649-42649.7) and the corresponding regulations in Title 14, Division 7, Chapter 9.1 Such compliance shall be on behalf of each party to this AGREEMENT to the extent allowed by law and shall include, but is not limited to:

i. Advisor to MEMBERS on requirements of identification and monitoring of businesses, education and outreach, notification of non-compliant businesses.

ii. AGENCY shall report the progress achieved in implementing the program in the Annual Report required by Public Resources Code Section 41821, et seq.

7.2 Limitations. Such powers shall be exercised subject only to the limitations set forth in this AGREEMENT, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the MANAGER for the AGENCY in the exercise of similar powers.

7.3 Possible Future Responsibilities and Duties. Upon future approval and agreement by all of the MEMBERS, the AGENCY may conduct other related waste management responsibilities and duties as amended or developed outside agreement, Section 10 and/or Section 11.

7.4 Individual MEMBER Services. Upon approval of the AGENCY and the governing body of a MEMBER, the AGENCY may contract to provide services individually for that MEMBER, pursuant to Section 10 of this AGREEMENT.

SECTION 8. FINANCIAL MATTERS

8.1 Budget. A budget for the AGENCY shall be adopted by the BOARD for the ensuing FISCAL YEAR prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the AGENCY including, but not limited to, actions related to implementing the ACT. Approval of the budget by the BOARD shall constitute authority for the MANAGER to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand as determined by the Auditor; provided that this shall not be construed to limit the power of the BOARD to modify the budget in whatever manner it deems appropriate and instruct the MANAGER accordingly.

8.2 Membership. Membership in the AGENCY is contingent upon timely payment of membership fees and other fees, as determined by the AGENCY. If a MEMBER hereto fails to pay its fees, as determined by the AGENCY, said MEMBER shall be deemed to have withdrawn from the AGENCY.

8.3 Membership Fees. Twenty-five percent (25%) of the annual project cost will be distributed in **eight (8)** equal parts. Seventy-five percent (75%) of the annual project cost will be distributed based upon the MEMBERS' percentage of population to the total population within the County of Imperial. Total population will include the population of the **seven** (7) cities and the unincorporated area of the County of Imperial. The population figures to be utilized will be those as determined by the State Department of Finance in May of each FISCAL YEAR.

8.4 Membership Penalties and Delinquency. A ten percent (10%) penalty shall be assessed to a MEMBER for failure to pay membership fee within ninety (90) days of receiving invoice from the AGENCY. A MEMBER shall be deemed delinquent for failure to pay membership fees within six (6) months of receiving invoice from the AGENCY and shall be withdrawn from AGENCY at that time.

8.5 Competitive Purchases. The BOARD shall establish procedures and policies to ensure competitive prices for the purchase of goods and services to the extent necessary. Formal bidding shall not be necessary except to the extent required by law for general law counties.

8.6 Accountability. The AGENCY shall be strictly accountable to all MEMBERS for all receipts and disbursements. The AGENCY may not obligate itself beyond the monies due to it under

this AGREEMENT plus any monies on hand or irrevocably pledged to its support from other sources.

8.7 Debts, Liabilities and Obligations. The debts, liabilities and obligations of the AGENCY shall be solely the obligation of the AGENCY and not the debts, liabilities and obligations of the MEMBERS or its officers or employees except as required by the GOVERNMENT CODE.

8.8 Audit. The AGENCY shall cause an annual audit to be prepared and filed to the extent required by the GOVERNMENT CODE.

8.9 Regional Agency Planning Civil Penalties. Any civil penalties that are imposed pursuant to the ACT will be apportioned by the AGENCY. The AGENCY shall review the civil penalty and determine one of the following concerning the payment of the penalty:

a. That the AGENCY shall pay the entirety of the penalty; or

b. That an individual MEMBER is responsible for the assessment of the civil penalty and that the penalty shall be therefore imposed upon that MEMBER for payment of the penalty; or

c. That multiple MEMBERS, but not all MEMBERS, are responsible for the assessment of the civil penalty and that the penalty shall be therefore allocated equally and imposed upon those responsible MEMBERS.

d. Before assessing the MEMBER or MEMBERS with any civil penalty as provided in this Section 8.9, the AGENCY shall provide the MEMBER or MEMBERS determined to be responsible for the assessment with at least fifteen (15) days written notice regarding the MEMBER's or MEMBERS' responsibility, which notice shall include the basis for determining the MEMBER's or MEMBERS' proportional responsibility and the opportunity for a hearing before the BOARD. Such notice shall be made to the MEMBER or MEMBERS and deemed complete as provided in Section 12.6 of this AGREEMENT.

SECTION 9. WITHDRAWAL AND/OR TERMINATION

9.1 Withdrawal. A MEMBER may not withdraw from the AGENCY unless it has entered into an agreement with the AGENCY, at least ninety (90) days prior to the end of the fiscal year permitting a MEMBER to withdraw and specifying the terms and impact of its withdrawal, which approval shall not be unreasonably withheld. No withdrawal shall be effective unless and until the AGENCY and the MEMBER comply with any then-applicable requirements of law relating to changes in the composition of entities such as the AGENCY.

a. A MEMBER which has withdrawn from the AGENCY shall not be liable for the payment of further membership fees falling due beyond the date of withdrawal and shall have no right to reimbursement on any monies including membership fees and grant funding previously paid to the AGENCY on their behalf. The AGENCY may authorize a reimbursement if in its judgement such reimbursement is fair and equitable and can be done without jeopardy to the operation of the AGENCY.

9.2 Continuance of AGENCY Upon a Withdrawal. Upon withdrawal of any MEMBER, the remaining MEMBERS shall determine, by majority vote, whether the AGENCY shall continue in existence or be terminated.

9.3 Member Re-Admission Into AGENCY. A MEMBER which has withdrawn from the AGENCY may request re-admission into the AGENCY. The MEMBER shall be liable for all applicable membership fees and other fees as determined by the AGENCY. Re- admission into the AGENCY is contingent upon affirmative vote of a majority of the voting power of the AGENCY as a whole (four (4) affirmative votes).

9.4 Physical Asset Distribution Upon Termination. In the event that the AGENCY is terminated, any physical assets remaining shall be sold and, after all liabilities, encumbrances and liens have been paid, the proceeds of the sale shall be allocated proportionately to the MEMBERS based on their percentage of population to the total population within the County of Imperial. The population figures to be utilized will be those as determined by the State Department of Finance in May of each fiscal year.

9.5 Funds of the AGENCY. All revenues shall become funds of the AGENCY. No revenues shall be returned to a withdrawing MEMBER unless the AGENCY as a whole dissolve, in which case, any remaining funds shall be distributed according to Section 9.6.

9.6 Assets. Subject to the then-applicable requirements of the ACT and/or the GOVERNMENT CODE, upon termination of the AGENCY, the assets of the AGENCY remaining after payment of or adequate provision for all debts, liabilities and obligations of the AGENCY shall be divided among the MEMBERS in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of SOLID WASTE each MEMBER generated. Any assets that are not conveniently divisible shall be sold at a duly- noticed public auction, in which case the net proceeds from the sale shall be divided among the MEMBERS in accordance with that agreement or, in the absence of such an agreement, those same proportions. In-kind contributions shall be returned to the donating MEMBER.

9.7 Effective Date of Termination. No termination shall be effective unless and until the AGENCY and MEMBERS comply with any then-applicable requirements of the GOVERNMENT CODE and/or the ACT relating to changes in the composition of entities such as the AGENCY.

9.8 Regional Agency Compliance Upon termination, each MEMBER shall be responsible for implementing Senate Bill 1383, Assembly Bill 1826 and/or Assembly Bill 341 and corresponding regulations. Each MEMBER shall also be responsible for complying with the requirements of the ACT within their respective jurisdictional boundaries in accordance with the programs set out in the AGENCY SRRE, HHWE, and NDFE.

SECTION 10. AMENDMENTS

10.1 Amendments: Amendments to this AGREEMENT shall be made only with the consent of two-thirds (2/3) existing MEMBERS at the time of the amendment without regard to voting power; any such consent shall be in the form of duly authorized resolutions of the MEMBERS' respective governing bodies. Notwithstanding the foregoing, no amendment shall require any MEMBER to contribute any funds to the AGENCY or become directly or contingently liable for any debts, liabilities or obligations of the AGENCY without the consent of that MEMBER evidenced in a written instrument signed by a duly authorized representative of that MEMBER.

SECTION 11. CONTRACTS OUTSIDE THIS AGREEMENT

11.1 This document contains the complete AGREEMENT concerning the implementation of the Regional AGENCY and the pertaining MEMBERS and shall, as of the effective date hereof, shall not supersede all other agreements between the parties. Parties may develop outside agreements to provide AGENCY with additional powers in relation to this AGREEMENT. All outside agreements between different jurisdictions MEMBERS and AGENCY will not supersede this AGREEMENT and shall remain in effect as is. All Outside agreements shall remain between the AGENCY and the pertaining jurisdiction MEMBERS. The parties stipulate that neither of them has made any representation with respect to the subject matter of this AGREEMENT or any representations including the execution and delivery hereof, except such representations are specifically set forth herein and each of the parties hereto acknowledges that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon upon connection with him or its dealings with the other.

SECTION 12. MISCELLANEOUS

12.1 Term and Continuance. The AGENCY became effective **February 6, 2008** and this AGREEMENT shall continue until rescinded, renegotiated according to Section 10.1, or terminated.

12.2 Severability. Should any part, term or provision of this AGREEMENT be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall be not be affected.

12.3 No Conflicts. Unless otherwise required by law, during the term of this AGREEMENT, no MEMBER shall exercise any power or undertake any act that conflicts with or is inconsistent with the powers or objectives of the AGENCY.

12.4 Effective Dates. The term of any amendment to this AGREEMENT becomes effective as of the date that the BOARD, by resolution, adopts the amendment.

12.5 Filings. The MANAGER shall file all required notices with the Secretary of State in accordance with the GOVERNMENT CODE and any other applicable State and Federal laws, as such may be amended from time to time.

12.6 Notices. All notices which any MEMBER or the AGENCY may wish to give in connection with this AGREEMENT shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the MEMBER or AGENCY, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the MEMBER or AGENCY at its principal office, or to such other address as the AGENCY or MEMBER may designate from time to time by written notice given to the other MEMBERS in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the BOARD) or three (3) days after mailing if deposited in the United States mail.

Until changed by written notice to the AGENCY and the MEMBERS, notice shall be delivered as follows:

COUNTY OF IMPERIAL:	Clerk of the Board of Supervisors 940 Main Street, El Centro, CA 92243
CITY OF BRAWLEY:	Clerk of the Brawley City Council 383 Main Street Brawley, CA 92227
CITY OF CALEXICO:	Clerk of the Calexico City Council 608 Heber Avenue Calexico, CA 92231
CITY OF CALIPATRIA:	Clerk of the Calipatria City Council 125 North Park Avenue Calipatria, CA 92233
CITY OF EL CENTRO:	Clerk of the El Centro City Council 1275 Main Street El Centro, CA 92243
CITY OF HOLTVILLE:	Clerk of the Holtville City Council 121 West 5th Street Holtville, CA 92250
CITY OF IMPERIAL:	Clerk of the Imperial City Council 420 South Imperial Avenue Imperial, CA 92251
CITY OF WESTMORLAND:	Clerk of the Westmorland City Council 355 South Center Street Westmorland, CA 92281
AGENCY:	Imperial Valley Resource Management Agency Executive Director 1503 N. Imperial Ave., Suite 104 El Centro CA 92243

12.7 Successors and Assigns. This AGREEMENT shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the MEMBERS. However, no MEMBER shall assign any of its rights under this AGREEMENT except to a duly-formed public entity organized and existing under the laws of the State of California and then only when approved in accordance with this AGREEMENT. No assignment shall be effective unless and until the AGENCY, the MEMBERS and the proposed assignee comply with all then-applicable requirements of the GOVERNMENT CODE and the ACT relating to changes in the composition of entities such as the AGENCY.

12.8 Section Headings. All section headings contained in this AGREEMENT are for convenience and reference. They are not intended to define or limit the scope of any provision of this AGREEMENT.

12.9 Dispute Resolution. All disputes that arise in connection with the interpretation or performance of this AGREEMENT shall be resolved in a court of law. Any action brought by any MEMBER with respect to this AGREEMENT shall be brought in a court of competent jurisdiction within Imperial County.

12.10 Law to Govern. It is understood and agreed by the MEMBERS that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this AGREEMENT and shall govern the interpretation of this AGREEMENT.

12.11 Entirety. The MEMBERS agree that this AGREEMENT represents the full and entire agreement between the MEMBERS hereto with respect to matters covered herein. This AGREEMENT supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the MEMBERS hereto with respect to such subject matter.

12.12 Waiver. A waiver of any breach of any provision of this AGREEMENT shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

12.13 Indemnification. Each AGENCY indemnifies and holds the others harmless in proportion to their comparative fault as established under California law.

12.14 Counterparts. This AGREEMENT may be executed in counterparts, providing that each MEMBER receives an AGREEMENT originally executed by each other MEMBER.

12.15 Execution. Each MEMBER shall execute and return two copies of this AGREEMENT to the MANAGER within sixty (60) days of the date first hereinabove written. No MEMBER shall be bound by this AGREEMENT unless and until all MEMBERS comply with this provision. In the event that less than all MEMBERS execute and return two copies of this AGREEMENT within the time required herein, the MANAGER shall poll all complying MEMBERS to determine they agree to assume the proportionate share of the non-complying MEMBER's share of the costs apportioned to such non-complying MEMBER. Failure of each complying MEMBER to agree to assume its proportionate share of the non-complying MEMBER's share of costs within fifteen (15) days of being polled shall void all signatures and this AGREEMENT shall be no force and effect.

IN WITNESS WHEREOF, the MEMBERS have executed this Amendment on the days and years written hereinbelow and approved by the IVRMA Board on the day and year first written above.

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

_____
By: MARIA NAVA-FROELICH
Chair of the Board of Directors

ATTEST:

_____
By: CRISTI LERMA
Secretary to IVRMA

APPROVED AS TO FORM:

_____
Eric Havens
County Counsel

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

Signature Page

By:_____
Name:
City of El Centro
Date:_____

By:_____
Name:
City of Calexico
Date:_____

By:_____
Name:
City of Brawley
Date:_____

By:_____
Name:
County of Imperial
Date:_____

By:_____
Name:
City of Calipatria
Date:_____

By:_____
Name:
City of Westmorland
Date:_____

By:_____
Name:
City of Holtville
Date:_____

By:_____
Name:
City of Imperial
Date:_____

Agenda Item No. E-4

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	( )
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Public Services	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	amz

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: Emergency Purchase of 2000 AMP Breaker

DISCUSSION/ACTION:

1. Discuss and approve Emergency Purchase of 2000 AMP Main Breaker at WTP

DEPARTMENT INVOLVED: Public Services - WTP

BACKGROUND/SUMMARY:

On August 24th, 2022 at approximately 8:00 PM. the main breaker tripped for no apparent reason after several attempts to reset before doing so. Watson Electric was called to respond to emergency trip, where they were able to indicate the breaker failure and could occur without further warning.

FISCAL IMPACT: Estimated not to exceed $45k for parts & labor	FINANCE INITIALS
STAFF RECOMMENDATION: Approve	DEPT. INITIALS
MANAGER'S RECOMMENDATION: Approve staff recommendation to repair on emergency basis	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

RESOLUTION NO. _____

RESOLUTION DECLARING AN EMERGENCY, RATIFYNG ACTION TAKEN TO ADDRESS THE EMERGENCY AND AUTHORIZING PAYMENT

WHERES, the City operates and maintains a water treatment, conveyance and storage system which results in delivery of potable water; and

WHEREAS, the various systems associated with the above referenced functions are powered by electricity; and

WHEREAS, an integral part of the electrical system is an electromagnetic 2000 amp main breaker ("Breaker"); and

WHEREAS, on August 24, 2022, at approximately 8:00 p.m. the Breaker tripped and staff was not able to diagnose the reason for the Breaker to trip; and

WHEREAS, it required multiple attempts to reset the Breaker; and

WHEREAS, Breaker had tripped on prior occasions where staff could not diagnose a cause; and

WHEREAS, Watson Electric responded on an emergency basis and advised this and prior unexplained trips were indications that Breaker failure could occur without further warning; and

WHEREAS, when the Breaker is in the tripped position, the water treatment facility is without electrical energy to perform water treatment and delivery functions; and

WHEREAS, the water treatment facility has a diesel generator that would provide electricity to critical parts of the water treatment facility during times of a power outage; and

WHEREAS, while diesel electrical generation is expected and designed to provide electricity in the event of an electrical power loss, should an unanticipated event interfere with the operation of the diesel generator, the water treatment facility would be without electrical energy and could not produce nor deliver potable water: and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions taken herein were necessary to respond to the emergency; and

WHEREAS, in order to safeguard the public health and safety, it was necessary to take immediate action to procure a replacement Breaker; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager to cause a replacement Breaker to be procured and to make arrangement for installation of the Breaker.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. The City Council declares that the public interest and necessity demands the immediate expenditure of public money to safeguard life, health or property, and hereby ratifies action taken by staff and the City Manager to procure a Breaker and arrange installation of same on an emergency basis to safeguard life, health or property in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

3. The City Council authorizes payment for procurement of a Breaker, such cost to include taxes and shipping. Additionally, City Council authorizes payment for costs associated with installation of the breaker by a contractor and costs associated with Imperial Irrigation District de-energizing the Breaker, inspecting its equipment and restoring power. Such total cost is estimated to be in the range of $45,000.00, but could exceed that amount in the event of unforeseen circumstances. The City Council authorizes payment for all of such expenses on an emergency basis.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 21st day of September, 2022.

_____
Geoff Dale, Mayor

ATTEST:

_____
City Clerk

CONTROL PARTS & ELECTRICAL SUPPLIES

INVOICE

(760)353-2572
444 W. State Street

Date	Invoice #
9/13/2022	202204421

Bill To	Ship To
CITY OF IMPERIAL 420 S IMPERIAL IMPERIAL, CA 92251 PO # 72438	CITY OF IMPERIAL 420 S IMPERIAL IMPERIAL, CA 92251

P.O. No.	Project	Terms
PO # 72438		Net 30

Item	Description	Ship Qty #	Rate	Amount
MISC	EATON # RDC320T36W - 2000A - 600VAC - 3 POLE - 65KAIC@600VAC - LSIG ELECTRONIC TRIP WITH GROUND	1	24,500.00	24,500.00T

Title to merchandise passes at point of shipment. Claims for short or damaged merchandise should be made to carrier.

A service charge of 2 % per month, but not to exceed the highest amount lawfully allowed by contract in this state. Will be made on all past due accounts.

Remit payment to: Control Parts & Electrical Supplies
444 W State Street, EL Centro, CA 92243

Subtotal	$24,500.00
Sales Tax (8.25%)	$2,021.25
Payments/Credits	$0.00
Balance Due	**$26,521.25**

RESOLUTION NO. 2022-62

RESOLUTION DECLARING AN EMERGENCY REPAIR OF THE WATER TREATMENT, CONVEYANCE AND STORAGE SYSTEM, RATIFYNG ACTION TAKEN TO ADDRESS THE EMERGENCY AND AUTHORIZING PAYMENT

WHERES, the City operates and maintains a water treatment, conveyance and storage system which results in delivery of potable water; and

WHEREAS, the various systems associated with the above referenced functions are powered by electricity; and

WHEREAS, an integral part of the electrical system is an electromagnetic 2000-amp main breaker ("Breaker"); and

WHEREAS, on August 24, 2022, at approximately 8:00 p.m. the Breaker tripped, and staff was not able to diagnose the reason for the Breaker trip; and

WHEREAS, it required multiple attempts to reset the Breaker; and

WHEREAS, Breaker had tripped on prior occasions where staff could not diagnose a cause; and

WHEREAS, Tom Watson, Inc., an expert in electric matters located at 1199 Industry Way, El Centro, in the County of Imperial for over 30 years, responded to the City on an emergency basis and advised this and prior unexplained trips were indications that Breaker failure could occur without further warning; and

WHEREAS, when the Breaker is in the tripped position, the water treatment facility is without electrical energy to perform water treatment and delivery functions; and

WHEREAS, the water treatment facility has a diesel generator that would provide electricity to critical parts of the water treatment facility during times of a power outage for a limited period of time; and

WHEREAS, while diesel electrical generation is expected and designed to provide electricity in the event of an electrical power loss on a temporary, emergency basis, should an unanticipated event interfere with the operation of the diesel generator, the water treatment facility would be without electrical energy and could not produce nor deliver potable water: and

WHEREAS, all residents and businesses in the City of Imperial drink and rely upon delivery of potable water and failure of the Breaker and diesel generator would create a serious risk to the public's health and safety and ability to access any potable water; and

WHEREAS, California Public Contract Code section 22050 authorizes the emergency repair or replacement of a public facility or immediate action required by that emergency; and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions taken herein were necessary to respond to the emergency; and

WHEREAS, in order to safeguard the public health and safety, it was necessary to take immediate action to procure a replacement Breaker; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager to cause a replacement Breaker to be procured and to make arrangement for installation of the Breaker.

NOW, THEREFORE, THE CITY OF IMPERIAL COUNCIL FINDS AS FOLLOWS:

1. The above-referenced recitals are true and correct; and

2. All businesses and residents of the City of Imperial rely upon potable water and the failure of the Breaker risks the public access to potable water which is an emergency; and

3. Based on substantial evidence that shall be set forth in the minutes of this meeting, the emergency would not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. The City Council declares that the public interest and necessity demands the immediate expenditure of public money to safeguard life, health or property, and hereby ratifies action taken by staff and the City Manager to procure a Breaker and arrange installation of same on an emergency basis to safeguard life, health or property in accordance with Public Contract Code Section 22050 and without otherwise complying with bid requirements required by law.

3. The City Council authorizes payment for procurement of a Breaker, such cost to include taxes, shipping and related costs. Such cost is estimated to be in the range of $30,000.00 and further authorizes payment for installation of same on an emergency basis.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 21st day of September, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk

Agenda Item No. E-5

DATE SUBMITTED	09/14/2022	COUNCIL ACTION	( )
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Public Services	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	09/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: Emergency Replacement of Pump Station Suction Lines

DISCUSSION/ACTION:

1. Discuss and approve Emergency Replacement of Suction Lines at various Pump & Lift Stations

DEPARTMENT INVOLVED: Public Services – Waste Water Collections

BACKGROUND/SUMMARY:

After replacing suction lines at three lift stations back in mid- June, Public Services inspected other pump & lift stations and found four other stations needing suction lines removed and replaced. Bracing and supports for these suctions line have also failed and will be replaced, as well. This is critical and considered an emergency repair to continuing to provide sewer collection in the areas of: Sandalwood Glen, Sky Ranch, Cross & Colonia Pump/Lift Stations. If lines continue to fail, these lift stations will not be able to function; each one currently has a failed line and are running at 50%.

FISCAL IMPACT: TBD	FINANCE INITIALS
STAFF RECOMMENDATION: Approve	DEPT. INITIALS
MANAGER'S RECOMMENDATION: approve staff recommendation to repair on emergency basis	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

Sandlewood Glen

Skyranch

Cross

Colonia

RESOLUTION NO. 2022-60

RESOLUTION DECLARING AN EMERGENCY, RATIFYNG ACTION TAKEN TO ADDRESS THE EMERGENCY AND AUTHORIZING PAYMENT

WHERES, the City operates and maintains a wastewater collection system ("System"); and

WHEREAS, the System includes lift stations at various locations including Sandalwood Glen and Aten, Colonia pump station, Cross and Aten and Sky Ranch pump station; and

WHEREAS, it has been discovered that a pipe in the above referenced pump stations is in a deteriorated condition; and

WHEREAS, if the pipe were to fail, a sewer spill could occur and such sewer spill could pose a threat to the public health and safety; and

WHEREAS, the above described condition constitutes an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions taken herein were necessary to respond to the emergency; and

WHEREAS, in order to safeguard the public health and safety, it was necessary to take immediate action to repair/replace the pipe in the above described lift stations; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager to cause the above described lift stations to be repaired.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. The City Council declares that the public interest and necessity demands the immediate expenditure of public money to safeguard life, health or property, and hereby ratifies action taken by staff and the City Manager to repair/replace the pipe in the above described lift stations on an emergency basis to safeguard life, health or property in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

3. The City Council authorizes payment for repair/replacement of the pipe in the above described lift stations. The City Council authorizes payment for all of such expenses on an emergency basis.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 21st day of September, 2022.

_____
Geoff Dale, Mayor

ATTEST:

_____
City Clerk

Agenda Item No. E-6

DATE SUBMITTED	9/16/2022	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	ACM	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	9/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Repairs to 6th Street Apartments

1. Authorization to proceed with repairs to 6th Street Apartments in the amount (not to exceed) $80,000.00

DEPARTMENT INVOLVED: Community Development, Parks and Public Services

BACKGROUND/SUMMARY:

Whereas the City of Imperial is responsible for a 10-unit apartment complex on the corner of 6th and H street in Imperial, CA. Upon inspection of the apartments during Hurricane Kay it was found that several units had water damage due to inadequate roofing. Several residents were temporarily relocated while staff inspected their apartments. Attached you will find estimates provided by staff that will make the necessary repairs to the roof. Labor will be performed by Parks and Public Services staff.

FISCAL IMPACT: Estimate Between $63,100 – $76,100; i.e. not to exceed $80,000.00.

No negative impact to budget.

ADMIN SERV INITIALS DG

STAFF RECOMMENDATION: It is staff's recommendation to authorize the repairs to 6th street apartments.

DEPT. INITIALS AB

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS DHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

CITY APARTMENTS ROOF REPLACEMENT COST ESTIMATE

September 12,2022

15,000 SF OF ROOFING MATERIALS= $ 13,500.00

15,000 SF INSULATION = $20,300

436LF OF FACIA BOARD = $800.00

7,500SF OF ¾ PLYWOOD = $13,000 **(ONLY IF ½ SUB FLOOR NEEDS REPLACEMENT)**

15,000SF OF ¾ PLYWOOD =$26,000 (IF ALL SUBFLOOR NEEDS REPLACING)

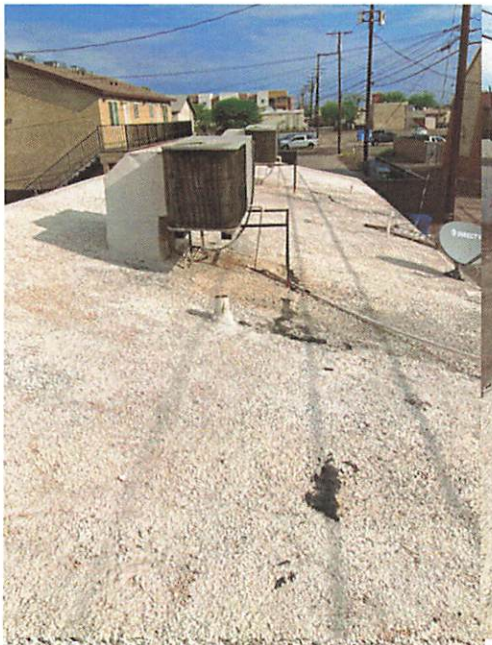
SAFETY EQUIPMENT AND VARIOUS TOOLS NEEDED =$1,000.00

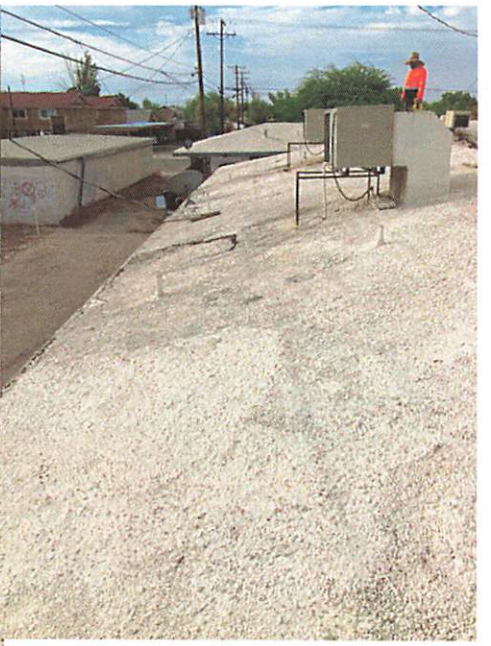
TRASH BIN $600 For Bin rental $280 per swap $63 per ton for disposal = Approx. $ 4,000

A/C Units removal/ reinstall= $10,000

Estimate approx. $63,100-$76,100

This estimate does not include staff time and is subject to change if any additional damage is found. Some A/C units and ducts are recommended to be replaced as well





Agenda Item No. E-7

DATE SUBMITTED	9/16/2022	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	ACM	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	9/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Enterprise Fleet Management

1. Agreement between City of Imperial and Enterprise Fleet Management not to exceed $114,000.00 for fiscal year 2022-2023.

DEPARTMENT INVOLVED: City Manager's Office, Administrative Services

BACKGROUND/SUMMARY:

During the budget process the City engaged in negotiations with Enterprise Fleet Management. In an effort to proactively address our aging fleet, and account for vehicle depreciation, the City has completed negotiations puts for the recommended agreement for fiscal year 2022-2023. Future acquisitions through enterprise will become part of the budget process for each fiscal year.
Enterprise Fleet Management services address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, registration, delivery, and reporting. This means the City of Imperial will receive constant evaluation of your holding costs to ensure minimal operating expenses and a proper replacement strategy.

FISCAL IMPACT:

Replacement of 11 Vehicles – Not to Exceed $114,000.00

Municipal Budget FY 22-23

Departments Affected: Parks, IT, Administrative Services, Community Services, Public Services, Community Development and Police. Costs to be distributed appropriately

ADMIN SERV INITIALS

STAFF RECOMMENDATION: It is staff's recommendation to approve the agreement with Enterprise Fleet Management and begin the acquisition process in an effort to implement a sustainable replacement strategy.

DEPT. INITIALS

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

Equity Lease Menu Pricing - 60 Month Term

Proposed Vehicle Purchase Budget	$114,000.00
Lease Cost Year 1	$129,494.40
Estimated Vehicle Sales Gains*	($24,300.00)
Total Year 1 Cost	$105,194.40
Current Annual Maintenance Spend 11 Vehilces	$9,900.00
Maintenance Savings on EFM Program	($4,096.08)
Current Annual Fuel Spend 11 Vehilces @ 14MPG	$12,855.71
Fuel Savings with 3 MPG Improvement	($2,243.95)

Total Savings Year 1 Replacing 11 Vehicles	$15,145.63

Vehicle Type	Year	Make	Model	Trim Level	Year One Quantity	Term	Annual Mileage	Monthly Cost (Lease Rate)**	Full Maintenance Per Month ***	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	Capped Aftermarket Cost
1/2 Ton Pickup Quad 4x2	2023	RAM	1500	Classic Tradesman 4x2 Quad Cab 6.3 ft box 140 in WB	2	60	7500	$874.67	$46	$11,050.80	$20,992.08	$1,109.52	$1,500.00
SUV	2023	Ford	Edge	SE AWD	2	60	4800	$866.28	$40	$10,872.60	$20,790.72	$954.48	$500.00
3/4 Ton Pickup Ext 4x2	2023	RAM	2500	Tradesman 4x4 Crew Cab 6.3ft box 149in WB	3	60	7500	$1,236.16	$48	$15,409.92	$44,501.76	$1,728.00	$5,000.00
1 Ton Pick Up Service Bod	2023	RAM	3500 Chassis	Tradesman 4x4 Crew Cab 172.4 in WB	1	60	8000	$1,423.33	$50	$17,679.96	$17,079.96	$600.00	$15,000.00
Full-Size Sedan	2023	Chevy	Malibu	LT FWD	3	60	5000	$564.61	$39	$7,245.96	$20,325.96	$1,411.92	$500.00

*Conservative remarketing values projected for Sept 2023 of 11 replacements
**Cost based on 12% above Factory Order Pricing to account for Stock Acquisition if needed
***Maintenance does not include brakes and tires
Pricing does not include any applicable taxes or vehicle registrations
Pricing does not include expected return on equity at end of lease

enterprise
FLEET MANAGEMENT

City of Imperial Annual Light Duty Replacement Worksheet

Year	Make	Model	Current Odometer	Estimated Value 12 Month Value	Assigned Category	Recommended Replacement Year	Replacement Vehicle	New Replacement Category
1999	Ford	F-350	186,974	$500.00	1 Ton Pickup Quad 4x4	2022	RAM 3500	1 Ton Pickup Quad 4x4
2000	Chevrolet	Silverado 1500	157,804	$500.00	1/2 Ton Pickup Ext 4x2	2022	RAM 1500	1/2 Ton Pickup Ext 4x2
2001	Ford	F-250	136,270	$500.00	3/4 Ton Pickup Reg 4x2	2022	RAM 2500	3/4 Ton Pickup Quad 4x4
2003	Ford	F-150 SuperCrew	111,291	$500.00	1/2 Ton Pickup Ext 4x2	2022	RAM 1500	1/2 Ton Pickup Ext 4x2
2004	Dodge	Ram 2500	196,772	$4,500.00	3/4 Ton Pickup Quad 4x4	2022	RAM 2500	3/4 Ton Pickup Quad 4x4
2004	Ford	F-250	98,613	$3,350.00	3/4 Ton Pickup Ext 4x2	2022	RAM 2500	3/4 Ton Pickup Ext 4x2
2006	Pontiac	G6	46,921	$500.00	Full-size Sedan	2022	Chevy Malibu	Full-size Sedan
2007	Honda	Accord Hybrid	60,686	$1,500.00	Full-size Sedan	2022	Chevy Malibu	Full-size Sedan
2009	Toyota	Highlander Hybrid	59,904	$6,000.00	Hybrid SUV	2022	Ford Edge	Mid Size SUV 4x4
2009	Toyota	Highlander Hybrid	69,010	$6,000.00	Hybrid SUV	2022	Ford Edge	Mid Size SUV 4x4
2010	Chrysler	300	42,677	$3,632.00	Full-size Sedan	2022		Full-size Sedan
2007	Dodge	Ram 3500 Heavy Duty Chassis	47,940	$8,000.00	1 Ton Cab Chassis	2023		1 Ton Cab Chassis
2010	Nissan	Frontier	71,315	$6,000.00	Compact Pickup Quad 4x4	2023		Compact Pickup Quad 4x2
2011	Toyota	Tacoma	128,775	$12,000.00	Compact Pickup Quad 4x4	2023		Compact Pickup Quad 4x2
2004	Ford	F-350	147,465	$2,250.00	1 Ton Pickup Quad 4x4	2023		1 Ton Pickup Quad 4x4
2013	RAM	3500 HD Chassis	45,996	$28,800.00	1 Ton Cab Chassis	2023		1 Ton Cab Chassis
2013	RAM	3500 HD Chassis	50,247	$28,250.00	1 Ton Cab Chassis	2023		1 Ton Cab Chassis
2014	RAM	1500	47,621	$17,025.00	1/2 Ton Pickup Quad 4x2	2023		1/2 Ton Pickup Quad 4x2
2014	Chevrolet	Silverado 1500	134,460	$5,189.00	1/2 Ton Pickup Ext 4x2	2023		1/2 Ton Pickup Ext 4x2
2017	Ford	F-350 Chassis	10,680	$36,737.50	1 Ton Cab Chassis	2023		1 Ton Cab Chassis
2013	Dodge	Durango	53,137	$11,500.00	Full Size SUV 4x4-ERV	2024		Full Size SUV 4x4-ERV
2013	RAM	3500	45,617	$20,337.50	1 Ton Pickup Reg 4x2	2024		1 Ton Pickup Reg 4x2
2014	RAM	3500	36,567	$23,000.00	1 Ton Pickup Reg 4x2	2024		1 Ton Pickup Reg 4x2
2014	RAM	3500	37,474	$23,000.00	1 Ton Pickup Reg 4x2	2024		1 Ton Pickup Reg 4x2
2014	Chevrolet	Tahoe	71,172	$15,925.00	Full Size SUV 4x4-ERV	2024		Full Size SUV 4x4-ERV
2009	Mercury	Grand Marquis	89,293	$500.00	Full-size Sedan	2025		Full-size Sedan
2014	RAM	2500	27,795	$21,350.00	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2
2015	Ford	F-250	15,674	$22,787.50	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2
2015	Ford	F-250	20,235	$23,512.50	3/4 Ton Pickup Ext 4x2	2025		3/4 Ton Pickup Ext 4x2
2016	Ford	F-250	21,322	$28,650.00	3/4 Ton Pickup Ext 4x2	2025		3/4 Ton Pickup Ext 4x2
2017	Ford	F-250	10,606	$30,362.50	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2
2017	Ford	F-250	19,665	$29,487.50	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2
2018	Ford	F-250	3,505	$32,425.00	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2
2018	Ford	F-250	7,105	$31,875.00	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2
2018	Ford	F-250	9,047	$31,875.00	3/4 Ton Pickup Reg 4x2	2025		3/4 Ton Pickup Reg 4x2

Agenda Item No. E-8

DATE SUBMITTED	9/16/2022	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	ACM	RESOLUTION	(**X**)
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	9/21/2022	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Abusive Conduct Policy

1. Approval of Resolution No. 2022-61 Adopting Abusive Conduct Policy for All City of Imperial Employees.

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

In an effort to promote a positive and healthy working environment, the City recommends the adoption of the attached Abusive Conduct Policy. The City expects all employees and officials to behave professionally and treat all other employees, interns, contractors, vendors, visitors and/or members of the public with courtesy, dignity and respect. Conduct prohibited by this policy will be treated as a disciplinary matter and could result in discipline, up to and including termination.

FISCAL IMPACT: N/A	ADMIN SERV INITIALS
STAFF RECOMMENDATION: It is staff's recommendation that the City Council adopt the policy.	DEPT. INITIALS
MANAGER'S RECOMMENDATION: approve	CITY MANAGER's INITIALS DHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

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

REFERRED TO:

RESOLUTION 2022-61

RESOLUTION OF THE CITY COUNCIL ADOPTING ABUSIVE CONDUCT POLICY GOVERNING ALL CITY EMPLOYEES

WHEREAS the City of Imperial maintains a workforce of over one hundred employees; and

WHEREAS the City believes in promoting a safe and healthy working environment; and

WHEREAS the City Council wishes to establish consistent standards and a policy that promotes such standards.

NOW, THEREFORE, BE IT RESOLVED:

1. The above-referenced recitals are true and correct; and
2. It is expected that all employees and officials to behave professionally and treat all other employees, interns, contractors, vendors, visitors and/or members of the public with courtesy, dignity and respect.
3. Conduct prohibited by this policy will be treated as a disciplinary matter and could result in discipline, up to and including termination.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 21st day of September, 2022.

_____

Geoff Dale, Mayor

ATTEST:

_____

City Clerk

POLICY NAME: ABUSIVE CONDUCT	AUTHORITY: CITY OF IMPERIAL
APPLICATION: ALL EMPLOYEES	DATE APPROVED:

City of Imperial is committed to having a positive working environment. The City of Imperial expects all employees to behave professionally and treat all other employees, interns, contractors, vendors, visitors and/or members of the public with courtesy, dignity and respect.

Likewise, abusive conduct towards others in the workplace is prohibited. Abusive conduct is the conduct of an employer or employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include, but is not limited to, repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Legitimate, reasonable, and constructive criticism of a worker's performance or behavior, reasonable instructions given to workers in the course of their employment, or good faith employment actions do not amount to conduct prohibited by this policy.

It is recommended that, whenever possible, employees address incidents of incivility or abusive conduct towards them directly with the individual responsible for the behavior. If the employee is not comfortable or able to do that, conduct believed to be in violation of this policy should be reported to a supervisor, manager and/or Human Resources.

The City of Imperial takes all allegations of abusive treatment and conduct seriously, and will address them promptly. The City will not take any adverse employment action against an employee who makes a good faith report of a violation of this policy.

Conduct prohibited by this policy will be treated as a disciplinary matter and could result in discipline, up to and including termination.

Nothing in this policy is intended to restrict an employee's rights to engage in legally protected conduct, such as concerted activity.

Pursuant to AB 2053, training on prevention of abusive conduct in the workplace will be provided to all employees every two years, in addition to the harassment training requirement for supervisory employees.

Employee Name	Employee Signature	Date