



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

October 19, 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, October 19, 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. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(d)(2): Two (2) Potential Cases

A-2. Conference with Legal Counsel – Existing Litigation (§ 54956.9(d)(1))

Case Number.: 4A2210BMYH5-0001

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 in 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 October 5, 2022

D-2. Approval of claims and warrants

D-3. Approval of lease extension with Imperial Ag LLC.

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

E-1. Subject: Deputy Anthony Redondo Memorial Park Proposed Park Improvements

1. Approve the purchase of inclusive playground, fitness equipment, and shades from Game Time in an amount not to exceed \$150,000.00.
2. Authorization to seek bids.

E-2. Subject: Discuss, approve/deny acceptance of RFP for Labor Compliance Services for Clearwell, filter piping and GAC expansion project.

1. Approve Labor Compliance Consultants of Southern California-hourly pricing of \$90+ fees; not to exceed \$13,200.00.

E-3. Subject: Surplus items at the Imperial Public Library.

1. Declaration of certain books, materials and equipment as surplus at the Imperial Public Library and authorization to donate and/or dispose of said materials.

E-4. Subject: Imperial Public Library Code of Conduct Policy.

1. Approve resolution 2022-67, adopting Imperial Public Library patron code of conduct.

E-5. Subject: Discussion Only – La Brucherie Widening Project

E-6. Subject: Discussion Only – Northpointe Development Project

The Meeting of the City Council is Adjourned Until the Next Regularly Scheduled Meeting, Wednesday, November 2, 2022, at 7:00 pm.



Minutes

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

October 5, 2022

Closed Session at 6:00 p.m.

Open Session at 7:00 p.m.

City Council Members

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

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

Mayor Dale called the closed session to order at 6:00 p.m.

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

Attending by Zoom: Karin Eugenio-Council Member

City Staff Attending by Zoom: Dennis Morita- City Manager, Alexis Brown-Assistant City Manager, Katie Turner-City Attorney

A-1. SUBJECT: Conference with real property Negotiators (Section 54956.8)

Property: APN: 064-315-013
Agency Negotiator: City Manager
Negotiating Parties: Precept Wireless Consultants
Under Negotiation: Price and Terms

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

Mayor Dale called the meeting to order at 6:56 p.m.

Roll Call:

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

Attending by Zoom: Karin Eugenio-Council Member

City Staff Present: Othon Mora-Community Development Director, Yvonne Cordero-Community Development Planner, Jackie Loper- Public Services Director, Anthony Lopez-Parks Director, Alex Estrada-Information Technology Director, Luis Anguiano-Information Technology Support Technician, Jillian Mehdipour-Public Records Analyst, Leonard Barra-Police Chief, Oscar Robles-Fire Battalion Chief.

Attending by Zoom: Dennis Morita- City Manager, Alexis Brown- Assistant City Manager, Katie Turner-City Attorney

Pledge of Allegiance:

Led by Anthony Lopez

Adjustments to the Agenda:

None

Action Taken in Closed Session:

Discussion of one property item, direction given, no reportable action.

C. Public Appearances:

C-1. Matters not appearing on the agenda:

None

C-2. Matters appearing on the agenda:

None

D. Consent Agenda:

D-1. Approval of the City Council Meeting Minutes from September 21, 2022.

D-2. Approve Rejection of Claim (Case 3038286 JBV).

Action:

Burnworth, made a motion to approve consent agenda items D-1 and D-2. **Tucker, seconded** the motion.

Roll Call Vote:

Geoff Dale- Aye

Katherine Burnworth- Aye

Robert Amparano- Aye

James Tucker- Aye

Karin Eugenio- Aye

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

E. Special Presentations:

E-1. Proclamation of October as Breast Cancer Awareness Month

Mayor Dale presented a proclamation declaring October as Breast Cancer Awareness Month. Imperial Police Department staff volunteering to represent the Cancer Society accepted the proclamation and provided information about the Coffee with a COP event to help support Breast Cancer Awareness.

E-2. Proclamation for Fire Prevention Week.

Mayor Dale presented a proclamation to fire staff, declaring October 9 – 15, 2022, Fire Prevention Week.

E-3. Special presentation from IVC (Imperial Valley College).

IVC representatives presented a slide show and information about new things coming to IVC.

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

F-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.

Discussion:

Mora, presented the staff report.

Action:

Tucker, made a motion to *“Adopt the second 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.”* **Burnworth, seconded** the motion.

Roll Call Vote:

Geoff Dale- Aye
Katherine Burnworth- Aye
Robert Amparano- Aye
James Tucker- Aye
Karin Eugenio- Aye

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

F-2. Subject: A resolution approving a two-year time extension for the Encanto Estates, vesting tentative tract map.

Discussion:

Cordero, presented the staff report. Amparano, do we have a time frame when this will all start? This started in 2008? Cordero, the applicant has just renewed their annexation application. The applicant is here if you would like to ask any questions. Amparano, the question is when are they going to start the project? Alex (the applicant), we purchased the property in 2019. We are asking for the two-year extension to allow us time to have a developer develop it, or we will be hiring to create our own construction team. This is what will happen in the next two years. Since 2019, it has been hard to get going with the pandemic and multiple phases will be needed due to the size of the property.

Action:

Burnworth made a motion to approve the “*Adoption of Resolution 2022-62, approving a two-year time extension for the Encanto Estates vesting tentative tract map.*” **Tucker, seconded** the motion.

Roll Call Vote:

Geoff Dale- Aye
Katherine Burnworth- Aye
Robert Amparano- Aye
James Tucker- Aye
Karin Eugenio- Aye

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

F-3. Subject: Purchase and sale agreement between City of Imperial and 5th Street Development, LLC.

Discussion:

Brown, presented the staff report.

Action:

Amparano made a motion for the “*Approval of Resolution 2022-65, City Council of the City of Imperial approving the sale of approximately 20,000.00 square feet of right of way on Imperial Avenue and authorizing City Manager and /or His designee to enter into a purchase and sale agreement to effectuate said sale.*” **Tucker, seconded** the motion.

Roll Call Vote:

Geoff Dale- Aye
Katherine Burnworth- Aye
Robert Amparano- Aye
James Tucker- Aye
Karin Eugenio- Aye

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

At 7:35 p.m. Mayor Dale adjourned the meeting of the City Council until the next regularly scheduled meeting, Wednesday, October 19, 2022, at 7:00 p.m.

Check Register Report

Date: 10/14/2022

Time: 10:35 am

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CITY OF IMPERIAL

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104831	05/16/22	Printed			7721	AURORA ESCALERA		10.13
104887	05/26/22	Printed			7725	DAVID FERNANDEZ		500.00
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105091	06/09/22	Printed			3901	DON T. NGUYEN		43.29
						JESUS VILLEGAS		110.00
105103	06/09/22	Printed			7738	SHANE CHASE		57.50
105244	06/16/22	Printed			4626	ALBERTO HERNANDEZ		259.00
105246	06/16/22	Printed			3012	ANTUNEZ AUTO BODY PARTS		203.25
105248	06/16/22	Printed			7621	ASLM GAS INC		88.00
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105264	06/16/22	Printed			7749	EUGENE H ROBINSON		85.61
105266	06/16/22	Printed			314	FRANCHISE TAX BOARD		200.00
105267	06/16/22	Printed			4989	GEMINI GROUP LLC		6,181.72
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105282	06/16/22	Printed			7751	JUNIOR'S CAFE INC.		999.43
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105284	06/16/22	Printed			7747	KEISHA GREEN		33.23
105287	06/16/22	Printed			5230	LABOR COMPLIANCE		3,200.00
105291	06/16/22	Printed			4498	CONSULTANTS		
105293	06/16/22	Printed			7099	MARIA GARCIA		140.39
105294	06/16/22	Printed			7746	NANCE HOMES, INC.		500.00
105295	06/16/22	Printed			7746	NORMANDO CASTRO		178.07
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105297	06/16/22	Printed			7750	RAUL AGUNDEZ		3.10
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105335	06/23/22	Printed			2815	DEVELOPMENT		11,209.15
105337	06/23/22	Printed			517	MANAGEMENT GROUP		
105342	06/23/22	Printed			7758	DYNAMIC CONSULTING		750.00
						ENGINEERS		
105343	06/23/22	Printed			513	G4 CONSTRUCTION		500.00
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105353	06/23/22	Printed			7754	OCCUPATIONAL M		
105354	06/23/22	Printed			868	JORGE TANORI		105.69
						JOSEPH ASPEGREN		130.03
105356	06/23/22	Printed			2510	K-C WELDING & RENTALS, INC.		292.83
105361	06/23/22	Printed			7760	NTU TECHNOLOGIES, INC.		20,026.65
						RUBEN MAGOS		100.00
105363	06/23/22	Printed			091	STAPLES CREDIT PLAN		130.35
105365	06/23/22	Printed			7756	TAILA DELGADILLO		120.14
105370	06/23/22	Printed			393	WATER ENVIRONMENT		664.00
						FEDERATION		
105609	06/30/22	Printed			1599	ACE UNIFORMS & ACCESSORIES		1,190.45
105610	06/30/22	Printed			023	AIRWAVE COMMUNICATIONS		289.83
105611	06/30/22	Printed			638	ALL AMERICAN CLEANING		329.18

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105626	06/30/22	Printed			7158	BLUETARP FINANCIAL, INC.		762.95
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105653	06/30/22	Printed			314	FRANCHISE TAX BOARD		565.40
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105661	06/30/22	Printed			221	IMPERIAL PRINTERS		182.82

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105683	06/30/22	Printed			2295	NEW BORDER TACTICAL, INC		27.11
105684	06/30/22	Printed			2295	NEW BORDER TACTICAL, INC		25.00
105685	06/30/22	Printed			2295	NEW BORDER TACTICAL, INC		25.00
105686	06/30/22	Printed			2295	NEW BORDER TACTICAL, INC		50.00
105687	06/30/22	Printed			7765	NORMA MEJIA		90.39
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105689	06/30/22	Printed			079	ONE SOURCE DISTRIBUTORS		126.25
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105694	06/30/22	Printed			3526	RSD		882.10
105695	06/30/22	Printed			957	SC FUELS		3,899.19
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105700	06/30/22	Printed			091	STAPLES CREDIT PLAN		74.33
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Check Register Report

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CITY OF IMPERIAL

BANK: UNION BANK

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105733	06/30/22	Printed			1851	AT&T LONG DISTANCE		864.05
105734	06/30/22	Printed			7767	BRYCE BROWN		90.39
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105740	06/30/22	Printed			6301	IMPERIAL BRATTON, LP		100,000.00
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105745	06/30/22	Printed			6596	LC ENGINEERING CONSULTANTS INC		1,910.00
105746	06/30/22	Printed			1996	LEE TIRE CO.		178.13
105747	06/30/22	Printed			3928	MARTHA OLEA		41.70
105748	06/30/22	Printed			4481	O'REILLY		269.18
105749	06/30/22	Printed			7622	ROBERT MARTINEZ		9.55
105750	06/30/22	Printed			1637	ROMEO'S CAR WASH		176.00
105751	06/30/22	Printed			979	SELLERS PETROLEUM		18,578.42
105752	06/30/22	Printed			2008	UNITED PARCEL SERVICE		43.63
105753	06/30/22	Printed			1529	VALLEY CHRISTIAN CHURCH		1,865.61
105888	07/11/22	Printed			436	AARON GARCIA		241.50
105889	07/11/22	Printed			4093	CHRIS KEMP		241.50
105890	07/11/22	Printed			2229	EDGAR SELF		241.50
105891	07/11/22	Printed			4139	ISAIAH GONZALEZ		241.50
105892	07/11/22	Printed			191	JACKIE LOPER		241.50
105893	07/11/22	Printed			6461	KARIN EUGENIO		265.84
105894	07/11/22	Printed			788	LIEBERT CASSIDY WHITMORE		5,785.00
105895	07/11/22	Printed			2689	MAX SHEFFIELD		178.50
105896	07/11/22	Printed			3080	NOBEL SYSTEMS, INC.		3,149.78
105897	07/11/22	Printed			4324	ROBERT EMMETT		241.50
105898	07/11/22	Printed			095	TERMINIX OF IMPERIAL VALLEY		781.00
105899	07/11/22	Printed			7769	THE COMPUTING TECHNOLOGY		1,000.00
105902	07/21/22	Printed			7791	ABIGALE COE AND TUCKER VOGEL		62.86
105903	07/21/22	Printed			7771	AHMAD HAMAD		154.42
105904	07/21/22	Printed			5201	AIR MED CARE NETWORK		5,352.00
105905	07/21/22	Printed			023	AIRWAVE COMMUNICATIONS		67.50
105906	07/21/22	Printed			1119	ALBERT VALENZUELA		632.18

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UNION BANK Checks								
105907	07/21/22	Printed			638	ALL AMERICAN CLEANING		7,311.50
105908	07/21/22	Printed			195	ALLIED WASTE		132,250.25
105909	07/21/22	Printed			7778	ALMARELI RENDON RENDON		475.00
105910	07/21/22	Printed			5956	AMAZON CAPITAL SERVICES		1,546.68
105911	07/21/22	Printed			7537	AMERICAN BACKFLOW PRODUCTS CO.		258.46
105912	07/21/22	Printed			7789	ANA MENDOZA		44.00
105913	07/21/22	Printed			7621	ASLM GAS INC		130.00
105914	07/21/22	Printed			1066	AT & T		3,115.52
105918	07/21/22	Printed			4400	BABCOCK LABORATORIES, INC.		8,292.13
105919	07/21/22	Printed			7781	BERLYN HERNANDEZ		22.81
105921	07/21/22	Printed			7158	BLUETARP FINANCIAL, INC.		1,776.13
105922	07/21/22	Printed			674	BRENNTAG		5,716.22
105923	07/21/22	Printed			7773	BROOKE RALEY		136.89
105924	07/21/22	Printed			7478	C & R ASSOCIATES, INC		313,521.37
105925	07/21/22	Printed			4029	CABLES PLUS		1,005.67
105926	07/21/22	Printed			1505	CALIFORNIA LAW ENFORCEMENT		50.00
105927	07/21/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		861.22
105928	07/21/22	Printed			3669	CANON		1,420.15
105929	07/21/22	Printed			7782	CASSANDRA MARRS		144.79
105930	07/21/22	Printed			3895	CHARLES SCHREIBER		143.57
105931	07/21/22	Printed			3329	CI- SOLUTIONS		102.20
105932	07/21/22	Printed			7803	CIVICPLUS, LLC		4,530.00
105933	07/21/22	Printed			6222	CODE EXXPERTS, LLC		845.79
105934	07/21/22	Printed			7802	COMMSCOPE TECHNOLOGIES,LLC		5,100.00
105935	07/21/22	Printed			1109	CONSOLIDATED ELECTRICAL DIST.		344.05
105936	07/21/22	Printed			514	CORE & MAIN LP		8,567.67
105937	07/21/22	Printed			132	COSTCO WHOLESALE		24.97
105938	07/21/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		655.72
105939	07/21/22	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,824.00
105940	07/21/22	Printed			7787	DANIELA MACIEL		126.00
105941	07/21/22	Printed			1302	DAVID TURCH & ASSOCIATES		5,000.00
105942	07/21/22	Printed			1056	DELL MARKETING L.P.		1,689.72
105943	07/21/22	Printed			1573	DEPARTMENT OF JUSTICE		512.00
105944	07/21/22	Printed			4063	DLT SOLUTIONS		2,636.20
105945	07/21/22	Printed			207	EL CENTRO MOTORS		209.41
105946	07/21/22	Printed			7472	ELADIO REYES		237.44
105947	07/21/22	Printed			7790	ELVA VELAZQUEZ		55.00
105948	07/21/22	Printed			1644	ENVIRONMENTAL SYSTEMS RESEARCH		4,000.00
105949	07/21/22	Printed			019	FERGUSON ENTERPRISES, INC.		80.25
105950	07/21/22	Printed			7779	FERNANDA ROLDAN		75.00
105951	07/21/22	Printed			5134	FORENSIC DRUG TESTING SERVICES		223.99
105952	07/21/22	Printed			314	FRANCHISE TAX BOARD		565.13
105953	07/21/22	Printed			7776	GABRIELA HERNANDEZ		55.65
105954	07/21/22	Printed			161	GEORGE T. HALL COMPANY, INC.		1,957.13
105955	07/21/22	Printed			117	HAAKER EQUIPMENT COMPANY		2,093.58

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UNION BANK Checks								
105956	07/21/22	Printed			6388	HARRINGTON INDUSTRIAL PLASTICS		2,972.77
105957	07/21/22	Printed			2096	HOME DEPOT CREDIT SERVICES		4,347.29
105958	07/21/22	Printed			1190	ICMA RC		800.00
105959	07/21/22	Printed			1190	ICMA RC		800.00
105960	07/21/22	Printed			3160	IMPERIAL COUNTY AUDITOR-CONTRO		16,304.01
105961	07/21/22	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		680.00
105962	07/21/22	Printed			1403	IMPERIAL COUNTY		54.00
105963	07/21/22	Printed			028	SHERIFF'S OFFI		7,716.00
105964	07/21/22	Printed			102	IMPERIAL IRRIGATION DISTRICT		925.00
105965	07/21/22	Printed			221	IMPERIAL POLICE OFFICERS ASSN.		49.25
105966	07/21/22	Printed			3187	IMPERIAL PRINTERS		263.71
105967	07/21/22	Printed			7777	IMPERIAL TRUSS & LUMBER CO.		2,500.00
105968	07/21/22	Printed			7147	IMPERIAL VALLEY AIR CONDITIONI		854.45
105969	07/21/22	Printed			2099	IMPERIAL VALLEY CHRYSLER DODGE		865.12
105970	07/21/22	Printed			350	IMPERIAL VALLEY OCCUPATIONAL M		91.96
105971	07/21/22	Printed			7780	IMPERIAL VALLEY PAINT CENTER		10,000.00
105972	07/21/22	Printed			1315	IMPERIAL VALLEY REGIONAL RESOURCE		46,791.33
105973	07/21/22	Printed			5033	INFO SEND INC.		2,903.37
105974	07/21/22	Printed			1195	IVROP		420.00
105975	07/21/22	Printed			1587	JADE SECURITY SYSTEMS, INC.		59.99
105976	07/21/22	Printed			008	JIM REITER'S LOCKSMITH & SAFE		25.76
105978	07/21/22	Printed			868	K-C WELDING & RENTALS, INC.		1,894.80
105979	07/21/22	Printed			7801	KARLA BONILLA		36.00
105980	07/21/22	Printed			7770	KARLA MALDONADO		64.82
105981	07/21/22	Printed			7785	KAYLA ESTRADA		20.00
105982	07/21/22	Printed			2901	KIMBALL MIDWEST		287.55
105983	07/21/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		823.04
105984	07/21/22	Printed			5230	LABOR COMPLIANCE CONSULTANTS		2,000.00
105985	07/21/22	Printed			1716	LANTELLIGENCE INC.		2,428.00
105986	07/21/22	Printed			1996	LEE TIRE CO.		1,376.61
105987	07/21/22	Printed			7798	LILIA ARAMBULA		22.00
105988	07/21/22	Printed			101	LINCOLN LIFE		1,287.92
105989	07/21/22	Printed			7793	MANDY DIAZ		30.15
105990	07/21/22	Printed			7800	MARIA GOMEZ		110.00
105991	07/21/22	Printed			7774	MARIA PALAZUELOS		2.88
105992	07/21/22	Printed			5208	MARIA SONICO		472.50
105993	07/21/22	Printed			7796	MAURAAGUILAR		200.00
105994	07/21/22	Printed			7795	MICHAEL CHATTERTON		59.92
105995	07/21/22	Printed			6578	MISAC		130.00
105996	07/21/22	Printed			7772	MONTY MCGEE		78.70
105997	07/21/22	Printed			776	MOSS, LEVY & HARTZHEIM LLP		4,000.00

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UNION BANK Checks								
105998	07/21/22	Printed			2295	NEW BORDER TACTICAL, INC		1,179.84
105999	07/21/22	Printed			2295	NEW BORDER TACTICAL, INC		15.00
106000	07/21/22	Printed			2295	NEW BORDER TACTICAL, INC		290.11
106001	07/21/22	Printed			2295	NEW BORDER TACTICAL, INC		511.30
106002	07/21/22	Printed			4481	O'REILLY		29.22
106003	07/21/22	Printed			7788	OLGA SALGADO		325.00
106004	07/21/22	Printed			4507	PACIFIC PIPELINE SUPPLY		4,175.48
106005	07/21/22	Printed			219	PADRE USA		1,157.42
106006	07/21/22	Printed			4562	PET WASTE ELIMINATOR		172.40
106007	07/21/22	Printed			1776	PRECISION ELECTRIC CO. INC.		1,189.55
106008	07/21/22	Printed			133	RAIN FOR RENT		79.38
106009	07/21/22	Printed			7775	RANDALL FINK		51.47
106010	07/21/22	Printed			3662	REYNA ACOSTA		55.00
106011	07/21/22	Printed			559	ROTO-ROOTER		110.00
106012	07/21/22	Printed			3526	RSD		1,580.48
106013	07/21/22	Printed			6609	RUBIN SEEDS LLC		375.00
106014	07/21/22	Printed			957	SC FUELS		2,914.07
106015	07/21/22	Printed			3975	SEAL MASTER OF SOUTHERN		5,348.12
106016	07/21/22	Printed			1239	SHERWIN-WILLIAMS		69.05
106017	07/21/22	Printed			3262	SIMNSA HEALTH PLAN		11,898.77
106018	07/21/22	Printed			5955	SITEIMPROVE, INC		3,796.47
106019	07/21/22	Printed			135	SOCALGAS		84.63
106020	07/21/22	Printed			4028	SOUTHEN CA ASSOCIATION OF GOV.		2,441.00
106021	07/21/22	Printed			7797	STACI STRATTON		200.00
106022	07/21/22	Printed			091	STAPLES CREDIT PLAN		81.64
106023	07/21/22	Printed			6193	STRADLING YOCCA		3,367.50
106024	07/21/22	Printed			6416	CARLSON&RAUTH, SUN DATA SUPPLY		299.22
106025	07/21/22	Printed			7686	SUNSHINE FILTERS OF PINELLAS,		3,274.46
106026	07/21/22	Printed			1265	SUPERIOR READY MIX CONCRETE LP		557.46
106027	07/21/22	Printed			3570	SWANK MOTION PICTURES, INC		465.00
106028	07/21/22	Printed			6699	SYNCB-AMAZON		2,540.42
106029	07/21/22	Printed			104	TEAMSTERS, LOCAL 542		1,073.00
106030	07/21/22	Printed			7443	TEXAS LIFE INSURANCE COMPANY		1,224.72
106031	07/21/22	Printed			6608	THE LIBRARY STORE		986.24
106032	07/21/22	Printed			1425	THE REINALT-THOMAS CORPORATION		1,282.19
106033	07/21/22	Printed			7783	TIM PITTMAN		14.36
106034	07/21/22	Printed			5774	TOTAL INDUSTRIES INC.		1,658.95
106035	07/21/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
106036	07/21/22	Printed			611	VERIZON WIRELESS		976.62
106037	07/21/22	Printed			7799	VERONICA GALVAN		36.00
106038	07/21/22	Printed			1715	WAXIE SANITARY SUPPLY		500.69
106039	07/21/22	Printed			1568	WEBB AND ASSOCIATES		72,543.70
106040	07/21/22	Printed			1154	WELLS FARGO BANK		20,000.00
106041	07/21/22	Printed			1154	WELLS FARGO BANK		21,516.00
106042	07/21/22	Printed			1154	WELLS FARGO BANK		29,326.00

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UNION BANK Checks								
106043	07/21/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		3,526.09
106044	07/21/22	Printed			7784	YVONNE SALGADO		55.00
106045	07/21/22	Printed			7792	ZACKORY LANG		115.04
106173	08/01/22	Printed			7805	AARON STIRLING		73.00
106174	08/01/22	Printed			1599	ACE UNIFORMS & ACCESSORIES		2,154.54
106175	08/01/22	Printed			4626	ALBERTO HERNANDEZ		259.00
106176	08/01/22	Printed			7817	ALEXA CAMPOS		22.00
106177	08/01/22	Printed			5956	AMAZON CAPITAL SERVICES		1,734.02
106178	08/01/22	Printed			7812	AMBAR MORENO		500.00
106179	08/01/22	Printed			6306	AMERICAN FIDELITY ASSURANCE		12,428.94
106180	08/01/22	Printed			6984	ANA AMAYA		30.30
106181	08/01/22	Printed			7762	ANGIE GASTELUM		22.00
106182	08/01/22	Printed			656	AQUA METRIC		20,142.91
106183	08/01/22	Printed			2081	ARAMARK UNIFORM SERVICE		3,281.09
106184	08/01/22	Printed			7820	ASHLEY OLIVARES		180.00
106185	08/01/22	Printed			6745	ASSOCIATION FOR RURAL & SMALL		275.00
106186	08/01/22	Printed			1851	AT&T LONG DISTANCE		121.49
106187	08/01/22	Printed			7816	BELSON OUTDOORS, LLC		29,993.34
106188	08/01/22	Printed			250	BLUE SHIELD OF CALIFORNIA		41,924.72
106189	08/01/22	Printed			7158	BLUETARP FINANCIAL, INC.		273.90
106190	08/01/22	Printed			7808	BOOT BARN HOLDINGS		1,100.85
106191	08/01/22	Printed			7478	C & R ASSOCIATES, INC		14,660.57
106192	08/01/22	Printed			1747	CALIFORNIA ASSOCIATION OF		38.00
106193	08/01/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
106194	08/01/22	Printed			7821	CLAUDIA CORTEZ		44.00
106195	08/01/22	Printed			4602	COMPLETE METAL FABRICATION		2,078.40
106196	08/01/22	Printed			132	COSTCO WHOLESALE		308.48
106197	08/01/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		34.89
106198	08/01/22	Printed			1603	CPRS		555.00
106199	08/01/22	Printed			1302	DAVID TURCH & ASSOCIATES		5,000.00
106200	08/01/22	Printed			1056	DELL MARKETING L.P.		460.69
106201	08/01/22	Printed			2815	DEVELOPMENT MANAGEMENT GROUP		3,393.75
106202	08/01/22	Printed			7100	DISCOUNT SCHOOL SUPPLY		205.38
106203	08/01/22	Printed			4049	DIVISION OF THE STATE		46.00
106204	08/01/22	Printed			2019	DRISCOLLS		1,283.85
106205	08/01/22	Printed			2558	EFILE CABINET		509.82
106206	08/01/22	Printed			314	FRANCHISE TAX BOARD		284.32
106207	08/01/22	Printed			7809	FRANCISCO VERDUGO		153.39
106208	08/01/22	Printed			570	GAMETIME		9,736.23
106209	08/01/22	Printed			7826	GONZALO ESTRADA		212.91
106210	08/01/22	Printed			7806	HILLARY COX		55.00
106211	08/01/22	Printed			7807	HOLLIE SALINAS		24.95
106212	08/01/22	Printed			3039	HOLTVILLE TRIBUNE		1,778.00
106213	08/01/22	Printed			2096	HOME DEPOT CREDIT SERVICES		1,184.65
106214	08/01/22	Printed			1190	ICMA RC		600.00
106215	08/01/22	Printed			120	IMPERIAL COUNTY FIRE DEPT.		86,394.15
106216	08/01/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		12,964.13

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UNION BANK Checks								
106217	08/01/22	Printed			5033	INFO SEND INC.		2,978.90
106218	08/01/22	Printed			7813	ISABELLA GUTIERREZ		500.00
106219	08/01/22	Printed			7768	IV UNIVERSAL AUTO GLASS		211.00
106220	08/01/22	Printed			7794	JOHN MENDEZ		44.87
106221	08/01/22	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		9.06
106222	08/01/22	Printed			7822	JORGE NUNEZ		55.00
106223	08/01/22	Printed			868	K-C WELDING & RENTALS, INC.		3,583.01
106224	08/01/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		597.80
106225	08/01/22	Printed			7819	LAURA BOHANNAN		100.00
106226	08/01/22	Printed			7687	LAW OFFICE OF KATHERINE TURNER		8,000.00
106227	08/01/22	Printed			4464	LESLIE'S POOLMART, INC.		463.45
106228	08/01/22	Printed			101	LINCOLN LIFE		1,087.09
106229	08/01/22	Printed			7825	LUIS PERDOMO		80.55
106230	08/01/22	Printed			7814	MADISON TAYLOR		500.00
106231	08/01/22	Printed			7365	MICHAEL FRAUENTHAL &		4,500.00
106232	08/01/22	Printed			7811	PERLINA LAMADRID		69.82
106233	08/01/22	Printed			2782	PRINCIPAL LIFE INSURANCE COMP		5,799.37
106234	08/01/22	Printed			1518	PROFORCE LAW ENFORCEMENT		1,374.44
106235	08/01/22	Printed			694	REXEL OF AMERICA, LLC		15.50
106236	08/01/22	Printed			7824	REXIN EQUIPMENT		1,971.27
106237	08/01/22	Printed			3662	REYNA ACOSTA		55.00
106238	08/01/22	Printed			7810	RUSSELL HINSDALE		200.00
106239	08/01/22	Printed			7815	SAMMY COUCHMAN		500.00
106240	08/01/22	Printed			281	SERRA COOPERATIVE		406.00
106241	08/01/22	Printed			5706	SHI INTERNATIONAL CORP		3,061.37
106242	08/01/22	Printed			7684	SRK ENGINEERING, INC		57,715.00
106243	08/01/22	Printed			7818	STEPHANIE WILLIAMS		106.00
106244	08/01/22	Printed			7708	TUCKER MINI STORAGE		125.00
106245	08/01/22	Printed			5837	U.S. BANK		362.55
106246	08/01/22	Printed			7468	UC REGENTS		350.00
106247	08/01/22	Printed			275	UNDERGROUND SERVICE ALERT OF		191.60
106248	08/01/22	Printed			2008	UNITED PARCEL SERVICE		76.87
106249	08/01/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
106251	08/01/22	Printed			5639	WAGeworks, INC		50.00
106252	08/01/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		5,096.27
106253	08/01/22	Printed			7823	YUSHAN ZHONG		55.00
106254	08/03/22	Printed			7726	DUSTIN NICHOLS		1,610.00
106255	08/03/22	Printed			2229	EDGAR SELF		358.44
106376	08/11/22	Printed			1021	AGGREGATE PRODUCTS, INC.		550.17
106377	08/11/22	Printed			023	AIRWAVE COMMUNICATIONS		67.50
106378	08/11/22	Printed			6965	AISSLYNN CASSIO		22.00
106379	08/11/22	Printed			1119	ALBERT VALENZUELA		105.58
106380	08/11/22	Printed			195	ALLIED WASTE		145,962.48
106381	08/11/22	Printed			7867	ALYSSA CAMPOS		100.00
106382	08/11/22	Printed			5956	AMAZON CAPITAL SERVICES		545.71
106383	08/11/22	Printed			7537	AMERICAN BACKFLOW PRODUCTS CO.		236.39
106384	08/11/22	Printed			7858	ANA LLAMAS		145.00
106385	08/11/22	Printed			7875	ANGELA GARCIA		40.00
106386	08/11/22	Printed			656	AQUA METRIC		3,644.76

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BANK: UNION BANK

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UNION BANK Checks								
106387	08/11/22	Printed			7856	ARLENE HERNANDEZ		198.00
106388	08/11/22	Printed			1066	AT & T		3,161.43
106389	08/11/22	Printed			6933	AT&T		45.03
106390	08/11/22	Printed			1851	AT&T LONG DISTANCE		866.46
106391	08/11/22	Printed			7852	AURORA SERRANO		305.00
106393	08/11/22	Printed			4400	BABCOCK LABORATORIES, INC.		2,865.47
106394	08/11/22	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		37.26
106395	08/11/22	Printed			6370	BIG STATE INDUSTRIAL SUPPLY		1,357.21
106396	08/11/22	Printed			7876	BLANCA CASTELLANOS		66.00
106398	08/11/22	Printed			7158	BLUETARP FINANCIAL, INC.		586.22
106399	08/11/22	Printed			7808	BOOT BARN HOLDINGS		1,423.48
106400	08/11/22	Printed			674	BRENNTAG		6,279.65
106401	08/11/22	Printed			6752	CALGON CARBON CORPORATION		95,509.00
106402	08/11/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
106403	08/11/22	Printed			7843	CARINA GONZALEZ		22.00
106404	08/11/22	Printed			2968	CARLOS NEON SIGNS		160.00
106405	08/11/22	Printed			7846	CECILIA DORANTES		22.00
106406	08/11/22	Printed			3895	CHARLES SCHREIBER		27.19
106407	08/11/22	Printed			7830	CHRISTIAN ADAME		171.82
106408	08/11/22	Printed			3029	CLAIREMONT EQUIPMENT		1,269.19
106409	08/11/22	Printed			6222	CODE EXXPERTS, LLC		845.79
106410	08/11/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		814.43
106411	08/11/22	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,840.54
106412	08/11/22	Printed			2725	CREDIT BUREAU OF IMPERIAL		35.00
106413	08/11/22	Printed			7872	DAISY BEDOLLA & OMAR VASQUEZ		200.00
106414	08/11/22	Printed			7865	DALLAS BURCH		55.00
106415	08/11/22	Printed			7861	DANIELA GUARDADO		45.00
106416	08/11/22	Printed			7832	DAVID CARLSON		80.05
106417	08/11/22	Printed			7848	DENISSE AGUILAR		77.00
106418	08/11/22	Printed			7456	DIANA MARTINEZ-LONGORIA		22.00
106419	08/11/22	Printed			2019	DRISCOLLS		636.51
106420	08/11/22	Printed			7602	EARTH SCIENCE LABORATORIES, IN		6,899.47
106421	08/11/22	Printed			207	EL CENTRO MOTORS		820.27
106422	08/11/22	Printed			7853	EMMANUEL GONZALEZ		220.00
106423	08/11/22	Printed			6250	ENVIRONMENTAL WATER SOLUTIONS,		2,257.18
106424	08/11/22	Printed			7850	ERICA MARTINEZ		231.00
106425	08/11/22	Printed			7827	ERIK POTTER		82.92
106426	08/11/22	Printed			7860	ESTHER SALAZAR		110.00
106427	08/11/22	Printed			019	FERGUSON ENTERPRISES, INC.		27.70
106428	08/11/22	Printed			5134	FORENSIC DRUG TESTING SERVICES		293.00
106429	08/11/22	Printed			314	FRANCHISE TAX BOARD		509.32
106430	08/11/22	Printed			7579	GGOV, INC		3,840.00
106431	08/11/22	Printed			710	GRAINGER		74.33
106432	08/11/22	Printed			6839	HILDAANGELICA PARKHILL		176.20
106433	08/11/22	Printed			2096	HOME DEPOT CREDIT SERVICES		1,297.58
106434	08/11/22	Printed			1190	ICMA RC		600.00
106435	08/11/22	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		680.00

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106436	08/11/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		64,800.30
106437	08/11/22	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,544.00
106438	08/11/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		950.00
106439	08/11/22	Printed			221	IMPERIAL PRINTERS		429.41
106441	08/11/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		645.80
106442	08/11/22	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		1,498.07
106443	08/11/22	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M		525.00
106444	08/11/22	Printed			1195	IVROP		112.00
106445	08/11/22	Printed			6728	JEANNETTE NOLASCO		220.00
106446	08/11/22	Printed			7877	JESSICA ALVARADO		22.00
106447	08/11/22	Printed			7864	JESUS VALDEZ		55.00
106448	08/11/22	Printed			6365	JOHN DEERE FINANCIAL		79.29
106449	08/11/22	Printed			7828	JOVANNI HURTADO		166.38
106450	08/11/22	Printed			7844	JUDIT MADUENO		44.00
106451	08/11/22	Printed			6606	JULIAN LOPEZ & CYNTHIA LOPEZ		158.80
106452	08/11/22	Printed			868	K-C WELDING & RENTALS, INC.		2,791.97
106453	08/11/22	Printed			7842	KARLA ANGUIANO		99.00
106454	08/11/22	Printed			7801	KARLA BONILLA		22.00
106455	08/11/22	Printed			7847	KARYCIA ABUNDIS		22.00
106456	08/11/22	Printed			2901	KIMBALL MIDWEST		241.84
106457	08/11/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		1,839.57
106458	08/11/22	Printed			1996	LEE TIRE CO.		32.00
106459	08/11/22	Printed			6985	LESLIE AGUIRRE		22.00
106460	08/11/22	Printed			7845	LEXANDRA CARMELO		44.00
106461	08/11/22	Printed			7859	LICI MOFFATT		242.00
106462	08/11/22	Printed			7855	LILLY BOLTON		99.00
106463	08/11/22	Printed			101	LINCOLN LIFE		1,289.16
106464	08/11/22	Printed			7829	LINDA WRIGHT		79.86
106465	08/11/22	Printed			7833	LUZ NATHALIA TERAN		157.80
106466	08/11/22	Printed			260	MALLORY SAFETY AND SUPPLY LLC		228.87
106467	08/11/22	Printed			7862	MARIANA FELIX		55.00
106468	08/11/22	Printed			7869	MARIBEL HERNANDEZ		90.00
106469	08/11/22	Printed			7841	MARISOL SANCHEZ		22.00
106470	08/11/22	Printed			7838	MARK JOHNSON		55.00
106471	08/11/22	Printed			7839	MELISSA SUNDAHL		200.00
106472	08/11/22	Printed			7836	MIGUEL DIAZ		176.12
106473	08/11/22	Printed			776	MOSS, LEVY & HARTZHEIM LLP		6,050.00
106475	08/11/22	Printed			2295	NEW BORDER TACTICAL, INC		54.07
106476	08/11/22	Printed			2295	NEW BORDER TACTICAL, INC		194.69
106477	08/11/22	Printed			2295	NEW BORDER TACTICAL, INC		18.40
106478	08/11/22	Printed			2510	NTU TECHNOLOGIES, INC.		21,473.55
106479	08/11/22	Printed			079	ONE SOURCE DISTRIBUTORS		877.41
106480	08/11/22	Printed			7837	PATRICIA ROBINSON		109.72
106481	08/11/22	Printed			084	PITNEY BOWES BANK INS		400.00
106482	08/11/22	Printed			896	POLICE AND FIRE PSYCHOLOGY		425.00
106483	08/11/22	Printed			1776	PRECISION ELECTRIC CO. INC.		10,702.31
106484	08/11/22	Printed			5117	RECDESK LLC		3,900.00
106485	08/11/22	Printed			694	REXEL OF AMERICA, LLC		7,203.90

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UNION BANK Checks								
106486	08/11/22	Printed			3526	RSD		91.76
106487	08/11/22	Printed			7854	RUT SOTO		17.60
106488	08/11/22	Printed			7434	SANDY ESTRADA		44.00
106489	08/11/22	Printed			7834	SARAH MENDENHALL		145.71
106490	08/11/22	Printed			957	SC FUELS		2,838.82
106491	08/11/22	Printed			1239	SHERWIN-WILLIAMS		12.59
106492	08/11/22	Printed			5706	SHI INTERNATIONAL CORP		3,050.00
106493	08/11/22	Printed			2365	SPARKLETTS		423.91
106494	08/11/22	Printed			091	STAPLES CREDIT PLAN		307.43
106495	08/11/22	Printed			7868	STEPHANIE ZARAGOZA		90.00
106496	08/11/22	Printed			7873	SUMMER ROMO		18.00
106497	08/11/22	Printed			1265	SUPERIOR READY MIX CONCRETE LP		418.93
106498	08/11/22	Printed			7863	TARYN JOHNSON		55.00
106499	08/11/22	Printed			7870	TERESA SANTOS		55.00
106500	08/11/22	Printed			2804	THE REGENTS OF THE UNIVERSITY		518.06
106505	08/11/22	Printed			5837	U.S. BANK		11,702.84
106506	08/11/22	Printed			2008	UNITED PARCEL SERVICE		20.95
106507	08/11/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
106508	08/11/22	Printed			1100	USA BLUEBOOK		14,495.45
106509	08/11/22	Printed			7840	VAIOLETTE NIEVES		180.00
106511	08/11/22	Printed			615	VALLEY PEST SERVICES, INC		1,322.00
106512	08/11/22	Printed			7871	VALLEY TRAILER SALES		14,729.00
106513	08/11/22	Printed			611	VERIZON WIRELESS		4,189.60
106514	08/11/22	Printed			7849	VERONICA BAUTISTA		77.00
106515	08/11/22	Printed			7866	VERONICA VALENZUELA		110.00
106516	08/11/22	Printed			7835	VICTORIA ESCALANTE		42.93
106517	08/11/22	Printed			5639	WAGEWORKS, INC		50.00
106518	08/11/22	Printed			1568	WEBB AND ASSOCIATES		29,667.45
106519	08/11/22	Printed			1132	WELLS FARGO BANK MN, N.A.		1,651,836.04
106520	08/11/22	Printed			7874	WILLIAM JAMES		17.60
106521	08/11/22	Printed			7831	WILLIAMS AUTOMATION INC		4,310.00
106522	08/11/22	Printed			7851	YIZZA BURGUEÑO		305.00
106523	08/11/22	Printed			7857	ZORAIDA HERNANDEZ		129.00
106646	08/25/22	Printed			5201	AIR MED CARE NETWORK		179.00
106647	08/25/22	Printed			023	AIRWAVE COMMUNICATIONS		31.25
106648	08/25/22	Printed			4626	ALBERTO HERNANDEZ		259.00
106649	08/25/22	Printed			5956	AMAZON CAPITAL SERVICES		327.11
106650	08/25/22	Printed			966	AMERICAN LIBRARY ASSOCIATION		832.00
106651	08/25/22	Printed			6984	ANA AMAYA		206.00
106652	08/25/22	Printed			656	AQUA METRIC		7,765.66
106653	08/25/22	Printed			7621	ASLM GAS INC		104.00
106654	08/25/22	Printed			1851	AT&T LONG DISTANCE		122.33
106655	08/25/22	Printed			5994	AUTOZONE INC.		108.35
106656	08/25/22	Printed			4400	BABCOCK LABORATORIES, INC.		882.67
106657	08/25/22	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		1,878.31
106658	08/25/22	Printed			6370	BIG STATE INDUSTRIAL SUPPLY		2,945.03
106659	08/25/22	Printed			250	BLUE SHIELD OF CALIFORNIA		37,530.81
106660	08/25/22	Printed			7808	BOOT BARN HOLDINGS		164.85
106661	08/25/22	Printed			674	BRENNTAG		6,252.71
106662	08/25/22	Printed			7478	C & R ASSOCIATES, INC		8,180.47
106663	08/25/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60

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106665	08/25/22	Printed			6222	CODE EXXPERTS, LLC		720.00
106666	08/25/22	Printed			1109	CONSOLIDATED ELECTRICAL		5,407.79
						DIST.		
106667	08/25/22	Printed			514	CORE & MAIN LP		3,174.44
106669	08/25/22	Printed			6857	COUNTY MOTOR PARTS CO,		7,336.71
						INC		
106670	08/25/22	Printed			7442	DEANNA CALDWELL		206.00
106671	08/25/22	Printed			1056	DELL MARKETING L.P.		1,172.59
106672	08/25/22	Printed			4197	EAH, INC.		383,172.20
106673	08/25/22	Printed			314	FRANCHISE TAX BOARD		284.32
106674	08/25/22	Printed			1349	HDL COREN & CONE		1,875.00
106675	08/25/22	Printed			7445	HELL'S KITCHEN		1,208.00
						GEOTHERMAL, LLC		
106676	08/25/22	Printed			264	HINDERLITER, DE LLAMAS &		2,077.93
106677	08/25/22	Printed			2096	HOME DEPOT CREDIT		393.28
						SERVICES		
106678	08/25/22	Printed			1190	ICMA RC		600.00
106679	08/25/22	Printed			4637	IMPERIAL COUNTY PUBLIC		520.00
						HEALTH		
106680	08/25/22	Printed			2914	IMPERIAL COUNTY		2,592.19
						TRANSPORTATION		
106681	08/25/22	Printed			028	IMPERIAL IRRIGATION		10,442.86
						DISTRICT		
106682	08/25/22	Printed			102	IMPERIAL POLICE OFFICERS		900.00
						ASSN.		
106683	08/25/22	Printed			221	IMPERIAL PRINTERS		227.33
106684	08/25/22	Printed			3075	IMPERIAL STEEL		748.86
106685	08/25/22	Printed			3187	IMPERIAL TRUSS & LUMBER		429.13
						CO.		
106686	08/25/22	Printed			2099	IMPERIAL VALLEY		210.00
						OCCUPATIONAL M		
106687	08/25/22	Printed			350	IMPERIAL VALLEY PAINT		383.38
						CENTER		
106688	08/25/22	Printed			7302	IMPERIAL VALLEY		10,791.95
						VOLKSWAGEN		
106689	08/25/22	Printed			5033	INFO SEND INC.		2,983.19
106690	08/25/22	Printed			2175	IVECA		108,848.02
106691	08/25/22	Printed			1587	JADE SECURITY SYSTEMS,		59.99
						INC.		
106692	08/25/22	Printed			7884	JOHANNA RAMIREZ		22.00
106693	08/25/22	Printed			642	JORDAN CENTRAL		716.34
						IMPLEMENT CO.		
106694	08/25/22	Printed			7882	JOSHUA QUINTERO		22.77
106695	08/25/22	Printed			868	K-C WELDING & RENTALS,		800.00
						INC.		
106696	08/25/22	Printed			1409	KAMAN INDUSTRIAL		504.54
						TECHNOLOGIES		
106697	08/25/22	Printed			7883	KARLA LOPEZ		233.79
106698	08/25/22	Printed			2901	KIMBALL MIDWEST		67.81
106699	08/25/22	Printed			1647	LA BRUCHERIE IRRIGATION		797.42
						SUPPLY		
106700	08/25/22	Printed			5230	LABOR COMPLIANCE		2,000.00
						CONSULTANTS		
106701	08/25/22	Printed			7687	LAW OFFICE OF KATHERINE		8,000.00
						TURNER		
106702	08/25/22	Printed			1996	LEE TIRE CO.		2,154.68
106703	08/25/22	Printed			101	LINCOLN LIFE		1,287.92
106704	08/25/22	Printed			7881	MOLLY LIPTAK		36.00
106705	08/25/22	Printed			5989	NORMAN ORGEL		61.02
106706	08/25/22	Printed			2510	NTU TECHNOLOGIES, INC.		12,521.25
106707	08/25/22	Printed			4481	O'REILLY		435.07
106708	08/25/22	Printed			079	ONE SOURCE DISTRIBUTORS		158.37

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UNION BANK Checks								
106709	08/25/22	Printed			2782	PRINCIPAL LIFE INSURANCE		5,876.05
106710	08/25/22	Printed			1518	COMP PROFORCE LAW ENFORCEMENT		1,148.53
106711	08/25/22	Printed			7880	REC WATER SOLUTIONS, LLC		6,871.05
106712	08/25/22	Printed			694	REXEL OF AMERICA, LLC		4,833.35
106713	08/25/22	Printed			2151	RICHARD PEDRIN		76.70
106714	08/25/22	Printed			3526	RSD		6,546.52
106715	08/25/22	Printed			6709	S & S WORLDWIDE, INC		110.02
106716	08/25/22	Printed			979	SELLERS PETROLEUM		15,410.77
106717	08/25/22	Printed			5706	SHI INTERNATIONAL CORP		128,299.88
106718	08/25/22	Printed			3262	SIMNSA HEALTH PLAN		11,254.00
106719	08/25/22	Printed			7878	SIMPSON SANDBLASTING &		149,302.95
106720	08/25/22	Printed			091	STAPLES CREDIT PLAN		140.71
106721	08/25/22	Printed			7189	SUMMIT SAFETY LLC		1,712.88
106722	08/25/22	Printed			7879	SUNNEST SERVICES LLC		45.63
106723	08/25/22	Printed			1265	SUPERIOR READY MIX CONCRETE LP		551.65
106724	08/25/22	Printed			104	TEAMSTERS, LOCAL 542		1,029.00
106725	08/25/22	Printed			7443	TEXAS LIFE INSURANCE COMPANY		1,224.72
106730	08/25/22	Printed			5837	U.S. BANK		12,016.96
106731	08/25/22	Printed			275	UNDERGROUND SERVICE ALERT OF		79.30
106732	08/25/22	Printed			2008	UNITED PARCEL SERVICE		16.31
106733	08/25/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
106734	08/25/22	Printed			1100	USA BLUEBOOK		2,052.33
106735	08/25/22	Printed			611	VERIZON WIRELESS		976.62
106736	08/25/22	Printed			1715	WAXIE SANITARY SUPPLY		414.85
106737	08/25/22	Printed			1827	WILKINSON REAL ESTATE		143.69
106738	08/25/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		10,176.87
106739	08/25/22	Printed			487	XPRESS LUBE		215.55
106740	09/02/22	Printed			1021	AGGREGATE PRODUCTS, INC.		540.26
106741	09/02/22	Printed			4207	ALEXIS BROWN		1,168.00
106742	09/02/22	Printed			638	ALL AMERICAN CLEANING		1,271.53
106743	09/02/22	Printed			2357	ALL VALLEY FENCE AND MATERIALS		537.45
106744	09/02/22	Printed			195	ALLIED WASTE		145,300.74
106745	09/02/22	Printed			5956	AMAZON CAPITAL SERVICES		1,980.80
106747	09/02/22	Printed			656	AQUA METRIC		9,808.24
106748	09/02/22	Printed			2081	ARAMARK UNIFORM SERVICE		3,817.78
106749	09/02/22	Printed			1851	AT&T LONG DISTANCE		1,153.28
106751	09/02/22	Printed			4400	BABCOCK LABORATORIES, INC.		2,330.74
106753	09/02/22	Printed			7158	BLUETARP FINANCIAL, INC.		1,075.50
106754	09/02/22	Printed			7808	BOOT BARN HOLDINGS		1,992.23
106755	09/02/22	Printed			674	BRENNTAG		3,746.24
106756	09/02/22	Printed			3579	CALIFORNIA RURAL WATER ASSOCIA		1,435.00
106757	09/02/22	Printed			7889	CARLOS RAMIREZ		274.35
106758	09/02/22	Printed			3029	CLAIREMONT EQUIPMENT		15,039.56
106759	09/02/22	Printed			6222	CODE EXXPERTS, LLC		2,000.00
106760	09/02/22	Printed			1109	CONSOLIDATED ELECTRICAL DIST.		438.95
106761	09/02/22	Printed			784	CONTROL PARTS		107.06
106762	09/02/22	Printed			514	CORE & MAIN LP		10,395.46
106763	09/02/22	Printed			132	COSTCO WHOLESALE		129.89

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BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
106765	09/02/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		690.83
106766	09/02/22	Printed			7890	DANIEL ORTEGA		108.67
106767	09/02/22	Printed			1056	DELL MARKETING L.P.		721.13
106769	09/02/22	Printed			1573	DEPARTMENT OF JUSTICE		128.00
106770	09/02/22	Printed			7887	DEREK DAVIS		60.06
106771	09/02/22	Printed			2019	DRISCOLLS		411.35
106772	09/02/22	Printed			164	ELMS EQUIPMENT RENTAL, INC.		855.05
106773	09/02/22	Printed			6250	ENVIRONMENTAL WATER SOLUTIONS,		58.50
106774	09/02/22	Printed			1480	FILTER SERVICE & SUPPLY		440.00
106775	09/02/22	Printed			117	HAAKER EQUIPMENT COMPANY		4,271.65
106776	09/02/22	Printed			331	HACH COMPANY		3,040.64
106777	09/02/22	Printed			886	HERTZ FURNITURE		479.28
106778	09/02/22	Printed			2096	HOME DEPOT CREDIT SERVICES		256.07
106779	09/02/22	Printed			120	IMPERIAL COUNTY FIRE DEPT.		76,667.48
106780	09/02/22	Printed			2333	IMPERIAL COUNTY PUBLIC HEALTH		520.00
106781	09/02/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		2,798.76
106782	09/02/22	Printed			1336	IMPERIAL LANDFILL- 4136		3,683.83
106783	09/02/22	Printed			3075	IMPERIAL STEEL		302.40
106784	09/02/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		245.46
106785	09/02/22	Printed			008	JIM REITER'S LOCKSMITH & SAFE		11.50
106786	09/02/22	Printed			7891	JOE NIEBLA		249.87
106787	09/02/22	Printed			868	K-C WELDING & RENTALS, INC.		1,859.72
106788	09/02/22	Printed			6461	KARIN EUGENIO		508.40
106789	09/02/22	Printed			7499	KATIE BURNWORTH		508.40
106790	09/02/22	Printed			2901	KIMBALL MIDWEST		337.58
106792	09/02/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		1,977.85
106793	09/02/22	Printed			2028	MAD GRAPHIX INC.		646.50
106794	09/02/22	Printed			260	MALLORY SAFETY AND SUPPLY LLC		992.87
106795	09/02/22	Printed			2510	NTU TECHNOLOGIES, INC.		12,521.25
106796	09/02/22	Printed			3179	PITNEY BOWES GLOBAL FINANCIAL		491.91
106797	09/02/22	Printed			084	PITNEY BOWES BANK INS		400.00
106798	09/02/22	Printed			1776	PRECISION ELECTRIC CO. INC.		523.55
106799	09/02/22	Printed			133	RAIN FOR RENT		77.80
106800	09/02/22	Printed			694	REXEL OF AMERICA, LLC		933.37
106801	09/02/22	Printed			5637	ROBERT AMPARANO		259.00
106802	09/02/22	Printed			3526	RSD		298.47
106803	09/02/22	Printed			979	SELLERS PETROLEUM		3,126.97
106804	09/02/22	Printed			1239	SHERWIN-WILLIAMS		1,533.34
106805	09/02/22	Printed			5706	SHI INTERNATIONAL CORP		2,604.45
106806	09/02/22	Printed			135	SOCALGAS		75.68
106807	09/02/22	Printed			6790	SOUTHWEST EQUIPMENT & SUPPLY		992.56
106808	09/02/22	Printed			091	STAPLES CREDIT PLAN		1,022.48
106809	09/02/22	Printed			7623	STERICYCLE, INC.		76.72
106810	09/02/22	Printed			6416	SUN DATA SUPPLY		148.33
106811	09/02/22	Printed			7888	THE HATCH GROUP		808.15
106812	09/02/22	Printed			7886	TNEMEC COMPANY INC		1,170.21

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106814	09/02/22	Printed			2008	UNITED PARCEL SERVICE		111.05
106815	09/02/22	Printed			1100	USA BLUEBOOK		1,868.65
106817	09/02/22	Printed			615	VALLEY PEST SERVICES, INC		1,322.00
106818	09/02/22	Printed			611	VERIZON WIRELESS		4,355.00
106819	09/02/22	Printed			7835	VICTORIA ESCALANTE		123.81
106820	09/02/22	Printed			1715	WAXIE SANITARY SUPPLY		422.53
106821	09/02/22	Printed			1827	WILKINSON REAL ESTATE		7.21
106822	09/02/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		2,783.57
106931	09/08/22	Printed			1599	ACE UNIFORMS & ACCESSORIES		850.05
106932	09/08/22	Printed			7892	ALAN BARRAZA		179.05
106933	09/08/22	Printed			1119	ALBERT VALENZUELA		238.34
106934	09/08/22	Printed			6287	ARCHIVE SOCIAL		2,988.00
106935	09/08/22	Printed			7621	ASLM GAS INC		140.00
106936	09/08/22	Printed			6933	AT&T		45.03
106937	09/08/22	Printed			7158	BLUETARP FINANCIAL, INC.		179.10
106938	09/08/22	Printed			7808	BOOT BARN HOLDINGS		400.00
106939	09/08/22	Printed			1382	BROWNELLS, INC.		132.98
106940	09/08/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
106941	09/08/22	Printed			3029	CLAIREMONT EQUIPMENT		295.92
106942	09/08/22	Printed			6222	CODE EXXPERTS, LLC		720.00
106943	09/08/22	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,881.00
106944	09/08/22	Printed			2935	CRISTINA SINGH		20.00
106945	09/08/22	Printed			7897	CYNTHIA MENDIVIL		20.00
106946	09/08/22	Printed			1302	DAVID TURCH & ASSOCIATES	9/1/22	5,000.00
106947	09/08/22	Printed			569	DESERT VETERINARY GROUP		436.65
106948	09/08/22	Printed			2815	DEVELOPMENT MANAGEMENT GROUP		4,223.41
106949	09/08/22	Printed			2019	DRISCOLLS		281.45
106951	09/08/22	Printed			314	FRANCHISE TAX BOARD		284.32
106952	09/08/22	Printed			6327	GALLS, LLC		168.61
106953	09/08/22	Printed			1190	ICMA RC		600.00
106954	09/08/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		55,825.75
106955	09/08/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
106956	09/08/22	Printed			221	IMPERIAL PRINTERS		62.29
106957	09/08/22	Printed			7893	JERIKA FINNELL		171.70
106958	09/08/22	Printed			7651	JOSEPH LOYD		20.21
106959	09/08/22	Printed			7894	JOSHUA ZAVALA		39.23
106960	09/08/22	Printed			3245	JUPITER VENTURES I, LP		500.00
106961	09/08/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		92.14
106962	09/08/22	Printed			1996	LEE TIRE CO.		369.06
106963	09/08/22	Printed			101	LINCOLN LIFE		1,279.67
106964	09/08/22	Printed			776	MOSS, LEVY & HARTZHEIM LLP		11,000.00
106965	09/08/22	Printed			2295	NEW BORDER TACTICAL, INC		525.00
106966	09/08/22	Printed			2295	NEW BORDER TACTICAL, INC		162.27
106967	09/08/22	Printed			2295	NEW BORDER TACTICAL, INC		976.47
106968	09/08/22	Printed			2295	NEW BORDER TACTICAL, INC		441.21
106969	09/08/22	Printed			085	POSITIVE PROMOTIONS		1,315.03
106970	09/08/22	Printed			1637	ROMEO'S CAR WASH		473.00
106971	09/08/22	Printed			7898	SAMANTHA HERRERA		86.38
106972	09/08/22	Printed			979	SELLERS PETROLEUM		16,893.59
106973	09/08/22	Printed			2365	SPARKLETTS		407.11

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UNION BANK Checks								
106974	09/08/22	Printed			7189	SUMMIT SAFETY LLC		277.52
106975	09/08/22	Printed			7786	TAVCO SERVICES, INC		889.50
106976	09/08/22	Printed			7896	TERESA PINUELAS		20.00
106977	09/08/22	Printed			7895	TIMOTHY STRANGE		46.03
106982	09/08/22	Printed			5837	U.S. BANK		10,637.50
106983	09/08/22	Printed			2008	UNITED PARCEL SERVICE		14.16
106984	09/08/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
106985	09/08/22	Printed			7804	VERONICA OCHOA		63.00
106986	09/08/22	Printed			5674	WAGEWORKS, INC		490.20
106987	09/08/22	Printed			7885	WEST SIDE LENDING		215.63
106988	09/16/22	Printed			4207	ALEXIS BROWN		397.04
106989	09/16/22	Printed			7899	ALICIA QUIJADA		37.49
106990	09/16/22	Printed			7907	AMANDA CORREA		125.10
106991	09/16/22	Printed			6984	ANAAMAYA		761.26
106992	09/16/22	Printed			6474	ANTHONY LOPEZ		396.50
106993	09/16/22	Printed			1066	AT & T		3,944.27
106994	09/16/22	Printed			5994	AUTOZONE INC.		14.00
106995	09/16/22	Printed			3029	CLAIREMONT EQUIPMENT		1,243.64
106996	09/16/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		221.11
106997	09/16/22	Printed			7442	DEANNA CALDWELL		761.26
106998	09/16/22	Printed			1573	DEPARTMENT OF JUSTICE		64.00
106999	09/16/22	Printed			7100	DISCOUNT SCHOOL SUPPLY		209.92
107000	09/16/22	Printed			5134	FORENSIC DRUG TESTING SERVICES		388.70
107001	09/16/22	Printed			3039	HOLTVILLE TRIBUNE		972.00
107002	09/16/22	Printed			2096	HOME DEPOT CREDIT SERVICES		25.24
107003	09/16/22	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,744.00
107004	09/16/22	Printed			1171	IMPERIAL IRRIGATION DISTRICT -		1,500.00
107005	09/16/22	Printed			221	IMPERIAL PRINTERS		164.69
107006	09/16/22	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M		945.00
107007	09/16/22	Printed			7905	JANICE COTERO		166.70
107008	09/16/22	Printed			7906	JIM DUGGINS		357.49
107009	09/16/22	Printed			868	K-C WELDING & RENTALS, INC.		83.29
107010	09/16/22	Printed			3283	LANDSCAPE ROCK SUPPLY		177.79
107012	09/16/22	Printed			7901	LINDA GILSTRAP		48.01
107013	09/16/22	Printed			7902	MICHAEL ISAACSON		155.81
107014	09/16/22	Printed			7458	MUHAMMAD NASIR		55.00
107015	09/16/22	Printed			1518	PROFORCE LAW ENFORCEMENT		20,980.55
107016	09/16/22	Printed			7904	ROSEANA CALDERON		60.91
107017	09/16/22	Printed			7900	SHELLIANE HINDMAN		14.85
107018	09/16/22	Printed			6193	STRADLING YOCCA CARLSON&RAUTH,		2,933.50
107019	09/16/22	Printed			7708	TUCKER MINI STORAGE		125.00
107020	09/16/22	Printed			5837	U.S. BANK		9,186.52
107021	09/16/22	Printed			2008	UNITED PARCEL SERVICE		33.82
107022	09/16/22	Printed			611	VERIZON WIRELESS		976.62
107023	09/16/22	Printed			7903	VICTOR & GUADALUPE FLORES		9.99
107024	09/16/22	Printed			1154	WELLS FARGO BANK		2,000.00
107025	09/16/22	Printed			1132	WELLS FARGO BANK MN, N.A.		1,717,026.00

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UNION BANK Checks								
107141	09/23/22	Printed			3078	ALBERT RUBIO		259.00
107142	09/23/22	Printed			3669	CANON		1,227.70
107143	09/23/22	Printed			7119	JEREMY SCHAFER		259.00
107144	09/23/22	Printed			7880	REC WATER SOLUTIONS, LLC		6,928.77
107145	09/27/22	Printed			1021	AGGREGATE PRODUCTS, INC.		4,088.21
107146	09/27/22	Printed			5201	AIR MED CARE NETWORK		27.00
107147	09/27/22	Printed			023	AIRWAVE COMMUNICATIONS		67.50
107148	09/27/22	Printed			4207	ALEXIS BROWN		320.72
107149	09/27/22	Printed			4207	ALEXIS BROWN		172.00
107151	09/27/22	Printed			5956	AMAZON CAPITAL SERVICES		2,426.40
107152	09/27/22	Printed			6306	AMERICAN FIDELITY ASSURANCE		5,925.78
107153	09/27/22	Printed			3012	ANTUNEZ AUTO BODY PARTS		519.34
107154	09/27/22	Printed			656	AQUA METRIC		3,869.16
107155	09/27/22	Printed			1851	AT&T LONG DISTANCE		122.33
107156	09/27/22	Printed			5994	AUTOZONE INC.		12.79
107157	09/27/22	Printed			7197	AXON ENTERPRISE, INC		52,010.93
107159	09/27/22	Printed			4400	BABCOCK LABORATORIES, INC.		4,473.63
107160	09/27/22	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		69.07
107161	09/27/22	Printed			250	BLUE SHIELD OF CALIFORNIA		38,327.35
107163	09/27/22	Printed			7158	BLUETARP FINANCIAL, INC.		1,449.74
107164	09/27/22	Printed			7909	BOOKS BY THE BUSHEL, LLC		828.92
107165	09/27/22	Printed			674	BRENNTAG		12,334.70
107166	09/27/22	Printed			7478	C & R ASSOCIATES, INC		9,018.99
107167	09/27/22	Printed			4029	CABLES PLUS		3,519.42
107168	09/27/22	Printed			1747	CALIFORNIA ASSOCIATION OF		525.00
107169	09/27/22	Printed			7910	CALIFORNIA BUILDING OFFICIALS		600.00
107170	09/27/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
107171	09/27/22	Printed			3329	CI- SOLUTIONS		296.29
107172	09/27/22	Printed			3029	CLAIREMONT EQUIPMENT		1,343.91
107173	09/27/22	Printed			6222	CODE EXXPERS, LLC		720.00
107174	09/27/22	Printed			1109	CONSOLIDATED ELECTRICAL DIST.		190.29
107175	09/27/22	Printed			2676	CONSTANCIO S. TORRES		507.50
107176	09/27/22	Printed			514	CORE & MAIN LP		6,071.24
107177	09/27/22	Printed			132	COSTCO WHOLESALE		168.64
107178	09/27/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		534.65
107179	09/27/22	Printed			1056	DELL MARKETING L.P.		1,719.38
107180	09/27/22	Printed			7257	DENNIS MORITA		172.00
107181	09/27/22	Printed			1077	DETROIT INDUSTRIAL TOOL		1,377.63
107182	09/27/22	Printed			4203	DUDLEYS		1,193.75
107183	09/27/22	Printed			7912	DULCE RIVERA		112.86
107184	09/27/22	Printed			207	EL CENTRO MOTORS		1,275.40
107185	09/27/22	Printed			226	EL CENTRO REGIONAL		37.00
107186	09/27/22	Printed			164	ELMS EQUIPMENT RENTAL, INC.		15.49
107187	09/27/22	Printed			2133	ENTHALPY ANALYTICAL, LLC		775.00
107188	09/27/22	Printed			314	FRANCHISE TAX BOARD		219.08
107189	09/27/22	Printed			7914	GABRIELA CEJA		35.00
107190	09/27/22	Printed			7915	GILBERTO MONTES		589.84
107191	09/27/22	Printed			331	HACH COMPANY		258.18
107192	09/27/22	Printed			2181	HARRIS COMPUTER SYSTEMS		156.24

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UNION BANK Checks								
107193	09/27/22	Printed			2096	HOME DEPOT CREDIT SERVICES		930.70
107194	09/27/22	Printed			1485	HOWES, WEILER LANDY		2,702.50
107195	09/27/22	Printed			1190	ICMA RC		600.00
107196	09/27/22	Printed			1334	IMPERIAL COUNTY ASSESSOR		189.00
107197	09/27/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		11,061.86
107198	09/27/22	Printed			1336	IMPERIAL LANDFILL- 4136		6,828.88
107199	09/27/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
107200	09/27/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		213.64
107201	09/27/22	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		178.43
107202	09/27/22	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M		115.00
107203	09/27/22	Printed			7122	ITERIS INC		592.63
107204	09/27/22	Printed			1195	IVROP		56.00
107205	09/27/22	Printed			191	JACKIE LOPER		43.08
107206	09/27/22	Printed			1587	JADE SECURITY SYSTEMS, INC.		104.99
107207	09/27/22	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		85.14
107208	09/27/22	Printed			2245	JULIAN PIE COMPANY		3,550.00
107209	09/27/22	Printed			7908	JUNIOR LIBRARY GUILD		4,896.31
107210	09/27/22	Printed			7751	JUNIOR'S CAFE INC.		534.28
107211	09/27/22	Printed			868	K-C WELDING & RENTALS, INC.		54.96
107212	09/27/22	Printed			6461	KARIN EUGENIO		524.64
107213	09/27/22	Printed			2901	KIMBALL MIDWEST		447.00
107214	09/27/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		3,258.59
107215	09/27/22	Printed			5230	LABOR COMPLIANCE CONSULTANTS		1,315.00
107216	09/27/22	Printed			1996	LEE TIRE CO.		1,107.40
107217	09/27/22	Printed			101	LINCOLN LIFE		1,279.67
107218	09/27/22	Printed			6499	MARIO ROACHO		3,500.00
107219	09/27/22	Printed			7913	MARTHA FABIOLA FAVILA		90.82
107220	09/27/22	Printed			2689	MAX SHEFFIELD		172.00
107221	09/27/22	Printed			3574	NEOGOV		4,328.59
107222	09/27/22	Printed			2295	NEW BORDER TACTICAL, INC		1,195.95
107223	09/27/22	Printed			2295	NEW BORDER TACTICAL, INC		28.13
107224	09/27/22	Printed			4481	O'REILLY		264.08
107225	09/27/22	Printed			079	ONE SOURCE DISTRIBUTORS		92.20
107226	09/27/22	Printed			3444	OTHON MORA		320.72
107227	09/27/22	Printed			7495	POLYDYNE INC.		9,268.66
107228	09/27/22	Printed			172	PYRAMID CONSTRUCTION		21,699.79
107229	09/27/22	Printed			172	PYRAMID CONSTRUCTION		53,383.84
107230	09/27/22	Printed			172	PYRAMID CONSTRUCTION		7,229.50
107231	09/27/22	Printed			172	PYRAMID CONSTRUCTION		100,555.00
107232	09/27/22	Printed			172	PYRAMID CONSTRUCTION		80,259.92
107233	09/27/22	Printed			5117	RECDESK LLC		3,200.00
107234	09/27/22	Printed			694	REXEL OF AMERICA, LLC		1,563.68
107235	09/27/22	Printed			3526	RSD		702.73
107236	09/27/22	Printed			979	SELLERS PETROLEUM		922.88
107237	09/27/22	Printed			5706	SHI INTERNATIONAL CORP		4,783.49
107238	09/27/22	Printed			3262	SIMNSA HEALTH PLAN		11,853.41
107239	09/27/22	Printed			7878	SIMPSON SANDBLASTING &		222,171.75
107240	09/27/22	Printed			7911	SONIA BERNAL		90.58

Check Register Report

Date: 10/14/2022

Time: 10:35 am

Page: 20

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
107241	09/27/22	Printed			091	STAPLES CREDIT PLAN		711.36
107242	09/27/22	Printed			7623	STERICYCLE, INC.		158.80
107243	09/27/22	Printed			6416	SUN DATA SUPPLY		84.89
107244	09/27/22	Printed			104	TEAMSTERS, LOCAL 542		1,031.50
107245	09/27/22	Printed			095	TERMINIX OF IMPERIAL VALLEY		133.00
107246	09/27/22	Printed			7443	TEXAS LIFE INSURANCE COMPANY		1,224.72
107247	09/27/22	Printed			7886	TNEMEC COMPANY INC		60.00
107248	09/27/22	Printed			7708	TUCKER MINI STORAGE		135.00
107249	09/27/22	Printed			2008	UNITED PARCEL SERVICE		53.63
107250	09/27/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
107251	09/27/22	Printed			1100	USA BLUEBOOK		782.65
107253	09/27/22	Printed			615	VALLEY PEST SERVICES, INC		1,322.00
107254	09/27/22	Printed			5674	WAGeworks, INC		133.00
107255	09/27/22	Printed			1715	WAXIE SANITARY SUPPLY		415.95
107256	09/27/22	Printed			1568	WEBB AND ASSOCIATES		60,823.96
107257	09/27/22	Printed			7885	WEST SIDE LENDING		100.00
107258	09/27/22	Printed			487	XPRESS LUBE		298.18
107259	09/27/22	Printed			7916	YOLANDA OLIVAS		578.04
107260	09/30/22	Printed			6811	BEVINS ROADSIDING, INC		2,500.00
107368	10/07/22	Printed			5956	AMAZON CAPITAL SERVICES		1,556.57
107369	10/07/22	Printed			1719	ANTONIO ARELLANO		186.32
107370	10/07/22	Printed			7158	BLUETARP FINANCIAL, INC.		92.10
107371	10/07/22	Printed			7920	CAITLIN BRUCE		38.20
107372	10/07/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
107373	10/07/22	Printed			3029	CLAIREMONT EQUIPMENT		1,393.57
107374	10/07/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		8.59
107375	10/07/22	Printed			5397	DEFOREST TECH SOLUTIONS		8,248.90
107376	10/07/22	Printed			314	FRANCHISE TAX BOARD		200.00
107377	10/07/22	Printed			7918	FRIDA MACEDO		91.97
107378	10/07/22	Printed			1423	GREEN PATCH LANDSCAPING INC.		715.07
107379	10/07/22	Printed			2096	HOME DEPOT CREDIT SERVICES		100.75
107380	10/07/22	Printed			1334	IMPERIAL COUNTY ASSESSOR		189.00
107381	10/07/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
107382	10/07/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		27.50
107383	10/07/22	Printed			7919	JANIE ALMENDARIZ		19.04
107384	10/07/22	Printed			3245	JUPITER VENTURES I, LP		500.00
107385	10/07/22	Printed			868	K-C WELDING & RENTALS, INC.		1,818.44
107386	10/07/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		250.08
107387	10/07/22	Printed			1996	LEE TIRE CO.		638.54
107388	10/07/22	Printed			101	LINCOLN LIFE		1,279.67
107389	10/07/22	Printed			7917	LITERACYWORKS		4,000.00
107390	10/07/22	Printed			3296	MUNIMETRIX SYSTEMS CORP.		499.00
107391	10/07/22	Printed			219	PADRE USA		723.54
107392	10/07/22	Printed			4562	PET WASTE ELIMINATOR		172.40
107393	10/07/22	Printed			1239	SHERWIN-WILLIAMS		28.47
107394	10/07/22	Printed			4569	SIERRA MATERIAL TESTING		3,010.00

Check Register Report

Date: 10/14/2022

Time: 10:35 am

Page: 21

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
107395	10/07/22	Printed			3570	SWANK MOTION PICTURES, INC		465.00
107396	10/07/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
107397	10/07/22	Printed			7885	WEST SIDE LENDING		100.00
107398	10/07/22	Printed			1968	WESTAIR GASES & EQUIPMENT		86.29
107399	10/07/22	Printed			1827	WILKINSON REAL ESTATE		222.77
107400	10/07/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		2,157.63
107401	10/07/22	Printed			5287	ANDREA STIFF-RIOS		133.50
107402	10/07/22	Printed			4695	CARMEN FIERRO-GONZALEZ		133.50

Total Checks: 943

Checks Total (excluding void checks): 8,459,725.39

Total Payments: 943

Bank Total (excluding void checks): 8,459,725.39

Total Payments: 943

Grand Total (excluding void checks): 8,459,725.39

DATE SUBMITTED

October 19, 2022

SUBMITTED BY

City Manager

DATE ACTION REQUIRED

October 19, 2022

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

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

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION:

Approval of lease extension with Imperial Ag LLC.

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

The current lease expires in early November, 2022. The proposed extension, if approved, would run through June 30, 2024. Current rent is effectively \$265 per acre. Rent through June 30, 2023 would be \$300 per acre. From July 1, 2023 through June 30, 2024, rent would be \$350. There are also provisions in the lease that would address potential contingencies related to IID allocation.

FISCAL IMPACT: Rent in the stated amounts

FINANCE
INITIALS

STAFF RECOMMENDATION: Approve lease extension

DEPT. INITIALS

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

LEASE AGREEMENT

This Lease Agreement ("Agreement"), dated as of October __, 2022, between the Successor Agency of the Former Redevelopment Agency for the City of Imperial ("Landlord"), and C.B.M. Ginning Company, Inc. ("Tenant"), an active California corporation. (Landlord and Tenant shall also be collectively referred to as the "Parties," and each individually as a "Party".)

Background

Landlord is the owner of property located in the City of Imperial, County of Imperial, California comprising approximately 145.6 acres, which is described in more detail in Exhibit "A", (the "Property"). Landlord and Tenant desire that Tenant lease the Property for agricultural use on the terms and conditions set forth in this Agreement.

Landlord and Tenant agree as follows:

1. Lease, Term, and Rent

1.1 Lease. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, upon the terms and conditions set forth in this Agreement, the Property, together with all appurtenant rights and services incident thereto, including easements, licenses and rights of way, subject to the section below regarding water rights.

- A. **Reservations.** Landlord reserves for itself all oil, gas, and other hydrocarbon substances, hot water, steam, thermal and geothermal energy, and extractable minerals on, under, and/or that might be produced from the Property, together with a right to drill into, through and across and to produce, have and take oil, gas and other hydrocarbon substances, hot water, steam, thermal and geothermal energy, and extractable minerals from, through and across the Property, and/or from wells located in or on property outside the boundaries of the Property. Landlord further reserves the right to reasonable access to, from, and through the premises, for purposes of extracting and obtaining oil, gas, hydrocarbon substances, hot water, steam, thermal and geothermal energy, and extractable minerals from the Property, including the construction of any and all facilities, structures, and installation necessary to extract and transport the same for production, treatment, storage, or transportation of said products from the Property ("Reservations").
- B. Notwithstanding the foregoing Reservations (as set forth in Section 1.1 A, above), in the event Tenant has crops growing on all or any portion of the Property affected by such reservations, that portion or, as appropriate, those portions so that any crop located thereon can be cultivated and harvested in accordance with applicable custom and practice, or, in the alternative, Landlord shall pay or cause to be paid to Tenant the market value of the crop or crops less expenses associated with any incomplete cultivation or harvesting activities so that Tenant is made whole for the loss occasioned by the exercise of such Reservations.

1.2 **Term.** Tenant has the right to use the Property for one year, starting on November 1, 2022, and ending June 30, 2023 ("Term"). This Agreement terminates without further notice at the expiration of the Term. Tenant acknowledges and agrees that Landlord may assume immediate and lawful possession of the Property at the expiration of the Term, including possession and ownership of any and all crops then growing at that time on the Property.

1.3 **Rent.** Tenant will pay Landlord rent in the amount of \$300 per acre ("Rent") per year for use of the Property through June 30, 2022 and \$350 per acre per year for use of the Property for July 1, 2023 through June 30, 2023. Tenant will pay the following amounts on the following dates:

Payment #1: upon signing of this Agreement: _____

Payment #2: January 1, 2022 _____.

Payment #2: July 1, 2022 _____.

Payment #2: January 1, 2023 _____.

Tenant may mail the Rent or deliver it in person to Landlord.

- A. Late Rent Payment. If any Rent payment is not received by the Landlord within ten (10) days after it is due, Tenant shall pay to Landlord a late charge of One Hundred Dollars (\$100.00) per day that said Rent payment remains late, as liquidated damages, in lieu of actual damages (other than interest, attorney's fees and costs, which may also be recoverable). The Parties acknowledge that this late charge represents a reasonable estimate of the expenses that Landlord will incur because of any late Rent payment (other than attorney's fees and costs). Landlord's acceptance of any liquidated damages shall not constitute a waiver by Landlord for the default of Tenant with respect to the overdue Rent payment or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Agreement.
- B. Interest. In addition to the provisions of Section 1.3(a) above, Tenant further agrees to pay Landlord interest on all past due Rent and any other amounts at the maximum lawful rate from the date such amounts become due until the date Landlord receives payment of the same.

2. Use and Operations

2.1 **Tenant Use.** The Property is being leased to Tenant solely for agricultural purposes, which may include planting, growing and harvesting crops. Tenant shall not use, nor permit to be used, any part of the Property for residential or any other non-agricultural purposes without Landlord's prior written consent, which shall be given in the

Landlord's sole and absolute discretion. Tenant is solely responsible for the means, methods and techniques used on the Property by Tenant, its employees, agents, contractors and invitees. Tenant is solely responsible for instituting proper safety procedures and programs and for taking all steps necessary to prevent loss or injury of persons or property.

- A. No crops with harvest dates after the termination date set forth in Paragraph 1.2 will be planted without the prior written approval of Landlord.

2.2 Farming Practices. Tenant will cultivate the Property in a timely, diligent, thorough, and farmer-like manner in accordance with good farming practices. Tenant will take care to not cause waste or damage to the Property or create a nuisance. Tenant is responsible for weeding, managing pests, preventing soil degradation, and irrigating responsibly. Tenant shall not utilize the property for fallowing purposes. In the event that Tenant seeks to obtain money from IID for any fallowing or conservation, such agreement to do so shall only be permissible upon agreed upon terms and written permission from the City Manager.

2.3 Maintenance. Tenant will maintain the Property in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment. Tenant shall make reasonable efforts to eradicate and prevent the spread of all noxious weeds and rodents and other vertebrate pests on the Property during the term of this Agreement, and to take reasonable measures to protect the Property from infestations of insects and other such pests. Tenant shall make reasonable efforts to prevent and/or correct infestations of organisms that may come onto or develop on the Property during the Term and produce disease in plants or damage crops or animals grown or maintained on the Property during the Term or create a condition or situation which would allow such development thereafter. Tenant shall take reasonable measures to keep all ditches, canals, roadsides, and other such areas in good operating condition, and free of weeds and debris either by cultivation or through the application of appropriate Chemicals consistent with the restrictions on use thereof as provided herein.

Subject to the foregoing, Tenant shall continuously farm, cultivate, maintain, and operate the Property with diligence, consistent with the agricultural practices generally employed in the farming industry in the area in which the Property is located for crops of the type and variety planted on the Property, in order to maintain normal production, to protect and preserve the soils and crops located on the Property, and to achieve and maintain maximum long-term economic production from the Property; provided, that, notwithstanding any provision of this Agreement to the contrary.

2.4 Improvements. Tenant may not place sheds, hoop houses, or otherwise install permanent or moveable structures on the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.5 Management Responsibility. Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Property. Tenant will pay all expenses, fees,

and charges Tenant incurs in the process of maintaining and using the Property. Tenant is responsible for procuring necessary tools and equipment, seeds, and fertilizers, and for hiring, monitoring, and paying for any labor Tenant uses on the Property.

2.6 Storage. Tenant may store on the Property farming equipment and other personal property used for normal farming operations on the Property. Tenant may not store any materials that may be hazardous or that may cause damage to the Property (other than fuel for equipment), or that are not used for such farming operations. Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Property. Landlord will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Property.

2.7 Compliance with Law. Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting Tenant's use, operation or occupancy of the Property and shall faithfully observe in the use, maintenance or occupancy of the Property all laws, rules, and regulations of such governmental authorities, whether federal, state, county or local, in force either now or in the future relating to Tenant's use of the Property. Tenant shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, safety programs and other employer/employee related subjects. Tenant shall be solely responsible for assuring that all of its invitees, licensees, contractors, agents, employees and sublessees comply with all applicable laws, ordinances, rules and regulations.

2.8 Prohibited Uses. Tenant may not conduct any non-production activities on the Property, including, without limitation, selling produce from a farm stand, camping, cookouts, renting out for events, or engaging in or hosting other recreational or income-generating activities, or do any burning on the Property, without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval. Tenant shall not utilize the property for fallowing purposes. In the event that Tenant seeks to obtain money from IID for any fallowing or conservation, such agreement to do so shall only be permissible upon agreed upon terms and written permission from the City Manager.

A. Waste. Tenant shall not commit or suffer to be committed any waste on the Property; provided that, the use or application of Chemicals, as defined below, on the Property or to any crops, in accordance with all federal, state, county or local laws and regulations, shall not constitute waste. Tenant shall not maintain any nuisance on the Property and shall not use the Property for any unlawful purposes.

B. Chemicals and Other Substances. No fertilizer, herbicide, pesticide, fungicide, poison, chemical, or other foreign substance (collectively, "Chemicals"), except those approved or authorized by such federal, state, county or local agency that has regulatory jurisdiction over such Chemicals, shall be applied to the Property or crops growing thereon or brought onto or stored on the Property by the Tenant, or any

employee or agent of Tenant, or person acting on Tenant's behalf. No experimental Chemicals shall be applied to the Property or to the crops growing thereon except with the Landlord's prior written consent.

- i. Tenant shall prepare and maintain complete and accurate records in accordance with all pertinent governmental regulations respecting the time, place, quality, quantity, kind, and method of application of all Chemicals that may be utilized by the Tenant on or about the Property, including without limitation, the pesticide use reports required pertinent statutes or regulations, and shall furnish to the Landlord, upon request, true and correct copies thereof.
- ii. All gasoline, diesel fuel, fuel oil, motor oil and lubricants (collectively, "Gas and Oil"), Chemicals and containers in which they are shipped, stored, used, mixed, transported, dispensed or applied, shall be used, stored, handled, maintained and disposed of in compliance with the manufacturer's label and instructions and all applicable statutes and governmental regulations including regulations concerning notice and posting.
- iii. Tenant hereby expressly indemnifies and holds Landlord harmless from and against all loss, cost, damage, claims, penalties, expense or liability, including investigations or remedial costs and attorneys' fees, arising from or related to (i) the handling, mixing, storing, transporting, applying or disposing of any Gas and Oil or Chemicals on or about the Property by Tenant or any of its employees or agents, (ii) any breach by Tenant of any covenant contained herein, (ii) any violation of any environmental or health and safety laws by Tenant or its agents, representatives, employees, consultants and contractors and (iii) if caused by Tenant or any of its employees or agents, any condition on the Property requiring investigation or remediation under any environmental or health and safety laws, even if arising from the lawful uses.

2.9 Inspection. Tenant hereby grants to landlord and its agents, representatives, employees, consultants and contractor the right to enter upon and inspect the Property, at any reasonable time, to ascertain the condition thereof.

3. Water Use and Utilities

3.1 Irrigation System.

- A. Tenant shall irrigate and cultivate the Property in a good and farmer-like manner.
- B. Tenant shall have the right to use all water available to the Property for the irrigation of crops to be grown on the Property during the Term. Tenant may only use such water on the Property and only in connection with the production of crops. Tenant shall not export water from the Property to lands not part of the Property. Tenant is aware that the Imperial Irrigation District ("IID") is the government entity managing the water for the property and IID is implementing an Equitable Distribution Plan. Landlord shall not be responsible for coordination of, negotiation of or decisions

related to water service to the Property. In the event that the IID reduces or changes the water allocation, Landlord shall not be liable for damages, or any liability related to water allocation. Landlord requires that the Property be farmed and continue to utilize water on the Property for farming purposes.

3.2 Utilities. Tenant is responsible for arranging for utilities and paying all utility costs relating to Tenant's use and possession of the Property, including, without limitation, water, electricity, gas, propane, water, sewer, waste removal, recycling, and garbage pickup.

A. Water Related Assessments. Landlord shall pay, prior to delinquency, any assessment levied against the Property by the water district in which the Property or any portion is located to the extent such assessment is for payment of (i) capital improvements constructed by or on behalf of such water district within such water district's boundaries (the "Capital Assessment Amount") and (ii) fixed annual charges for making irrigation water available to the Property, regardless of whether irrigation water is actually delivered to the Property (the "Water Availability Charge").

4. Other Property Matters

4.1 No Representations. Landlord is not making any representations or warranties to Tenant about the Property including the suitability of the Property for Tenant's farming activities. Tenant is responsible for making Tenant's own inspection of farming conditions on the Property before entering into this Agreement. Tenant accepts the Property on an "as-is", with all faults, in its present condition, subject to any representations and warranties of Landlord set forth herein. Tenant has farmed the Property over a number of years and had the opportunity to perform due diligence and evaluate the physical condition of the Property. Landlord makes no representations or warranties, whatsoever, as to (i) the precise number of acres comprising the Property; (ii) the Property corners or boundaries of the Property; (iii) the suitability of the soils or the quality or quantity of the irrigation water for growing crops on the Property; (iv) the surface and subsurface drainage of the Property; (v) the condition or sufficiency of improvements on the Property; (vi) the fitness or merchantability of the Property or the crops, or any portion thereof or any particular use, or; (vii) whether any of the Property contains any substance or material which is or may be in violation of any environmental, health or safety law.

4.2 Assignment, Subleasing, and Licensing. Tenant may not assign, sublease, or license all or any part of the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

4.3 Liens and Encumbrances. Tenant shall not allow or agree to the placement by any third party of any lien on the Property; provided, that Tenant may grant a lien on the crops to any lender providing financing to Tenant.

If, in connection with any activity by Tenant, or any work performed by or at the request of Tenant, or in connection with any materials being furnished to Tenant, any lien shall be filed or made against the Property, or any part thereof, or if any such lien or charge shall be filed or made against Landlord as owner, unless Landlord has agreed in writing to pay the cost of such work or materials, then Tenant, at Tenant's sole cost and expense, shall cause the same to be cancelled and discharged of record by payment thereof or by filing a bond or otherwise within thirty (30) days after such lien or charge shall have been filed or made, and shall also defend any action, suit or proceeding which may be brought for the enforcement of such lien or charge, and shall pay any damages, costs, and expenses, including attorneys' fees, suffered or incurred therein by Landlord, and shall satisfy and discharge any judgment by payment thereof or filing of a bond or otherwise.

Tenant shall have the right to consent the correctness or validity of any such lien, if immediately upon demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1.5) times the amount of claim of lien. The bond shall provide for the payment of any sum that the claimant may recover on the claim (together with the costs of suit, if the claimant recovers in such action) and shall satisfy the requirements of California Civil Code Section 3143.

In the event of the failure of Tenant to discharge any lien, charge or judgment herein required to be paid or discharged by Tenant within such thirty (30) day period, Landlord may pay such items or discharge such liability by payment or bond or both, and Tenant will repay to Landlord, upon demand, any and all amounts paid by Landlord therefor, or by reason of any liability on any such bond, and also any and all incidental expenses, including attorneys' fees, incurred by Landlord in connection therewith.

4.4 Taxes. Tenant is responsible for all tax returns and payments arising from Tenant's occupation and use of the Property, including without limitation, income, sales, and personal property taxes.

4.5 Possessory Interest. Under this Agreement a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.

5. Indemnification, Release and Insurance

5.1 To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents and officials, from any liability, claims, suits or actions; alternative dispute resolution, losses, expenses, fees, or costs of any kind, whether actual or alleged or threatened; administrative, and regulatory proceedings; and

any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the performance of this Agreement. This indemnification applies to water distribution by the IID. All obligations under this provision are to be paid by Tenant as they are incurred by Landlord.

- 5.2 Waiver and Release of Claims by Tenant.** To the fullest extent permitted by law, Tenant waives any and all claims against Landlord, its employees, agents and officials, resulting from death of or injury to Tenant or any other person arising directly or indirectly from Tenant's use and occupancy of the Property, regardless of the cause and even if caused by negligence, whether passive or active. Tenant agrees not to sue any Landlord Party on the basis of these waived and released claims. Tenant understands that the releases and waivers in this Agreement extend to claims that Tenant does not know of or does not expect to exist at the time Tenant signs this Agreement. Tenant waives the protections of Section 1542 of the California Civil Code.

TENANT SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Tenant's Initials: _____

- 5.3** To the fullest extent permitted by law, Landlord shall defend, indemnify and hold harmless Tenant, its employees, agents and officials, from any liability, claims, suits or actions; alternative dispute resolution, losses, expenses, fees, or costs of any kind, whether actual or alleged or threatened; administrative, and regulatory proceedings; and any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the performance of this Agreement. All obligations under this provision are to be paid by Landlord as they are incurred by Tenant.

5.4 Insurance. Throughout the Term, Tenant shall maintain a general liability insurance policy (covering both bodily injury and property damage) in an amount of at least \$2,000,000 combined single limit. This insurance shall be with a company and include coverage reasonably satisfactory to Landlord, shall name Landlord as an additional insured, shall be the primary coverage for Landlord with respect to this Agreement, and shall provide that the insurance cannot be cancelled or the coverage reduced or amended without at least thirty (30) days' prior notice to Landlord.

5.5 Worker's Compensation. Tenant shall also carry worker's compensation insurance as required by law. Tenant acknowledges that it is not covered by Landlord's worker's compensation insurance policy, the doctrine of respondent superior shall not apply between the Landlord and Tenant. Nothing herein shall be construed as creating a partnership or joint enterprise between Landlord and Tenant.

6. Termination

6.1 Termination by Landlord. Landlord may terminate this Agreement if: (a) Tenant fails to make a Rent payment within three (3) days of when payment is due; (b) Tenant abandons or vacates the Property for fifteen (15) consecutive days; or (c) Tenant breaches any other provision of this Agreement, including those defaults as set forth in section 6.2 below, and the breach continues for more than ten (10) days after Tenant receives written notice of the breach from Landlord, it being understood that if the breach cannot by its nature be cured within such ten-day period, then Tenant will have an additional reasonable period (which will not in any case exceed twenty (20) days) to attempt to cure the breach.

Such a termination will be effective ten (10) days after delivery by Landlord to Tenant of a notice of termination. Tenant must then immediately leave, quit, and surrender the Property to Landlord, but Tenant will remain liable for damages to the extent permitted by law. Landlord retains all rights to recover damages to the extent permitted by law and permissible under Section 1951.2 of the California Civil Code including, without limitation, unpaid Rent for use of the Property until termination, Rent to be paid for the remainder of the Term, and any amount necessary to compensate Landlord for charges incurred by reason of Tenant's failure to perform its obligations under this Agreement. All of Landlord's rights and remedies under this Agreement are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landlord at law or in equity.

A. In the event Landlord exercises its Paragraph 6.1 termination rights, Tenant acknowledges and agrees that Landlord may assume without further notice the immediate and lawful possession of the Property. Landlord and Tenant will meet and confer in good faith to discuss the disposition of the crops currently growing at that time on the Property.

6.2 Default by Tenant. The occurrence of any one or more of the following events at any time during the Term of this Agreement shall constitute a default under this Agreement by Tenant:

A. Tenant shall assign, mortgage, or encumber this Agreement, or sublet the whole or any part of the Property, other than as expressly permitted hereunder, or if this Agreement or the estate of Tenant hereunder shall be transferred, or passed to, or devolve upon, any person or entity other than the Tenant herein named by operation of law or otherwise, except in the manner permitted hereunder;

- B. Tenant shall fail to obtain or renew insurance required under this Agreement within fifteen (15) days after written notice and demand;
- C. Tenant shall have filed by or against it in any court or other tribunal pursuant to any statute or other rule of law, either of the United States or of any State or of any other authority now or hereafter exercising jurisdiction, a petition in bankruptcy or insolvency proceedings ("Proceedings") or for the reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's property, or for any other form of debtor relief, unless such petition be filed against Tenant and if in good faith Tenant shall promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within ninety (90) days after the date of filing or the commencement of such Proceedings;
- D. Tenant shall make an assignment of this Agreement for the benefit of creditors;
- E. Tenant shall fail to observe or perform any other covenant, condition or provision of this Agreement to be observed or performed by Tenant, where such failure continues for a period of thirty (30) days after written notice from Landlord to Tenant.

6.3 Termination by Tenant. Tenant may terminate this Agreement at any time. Such termination will be effective sixty (60) days after delivery by Tenant to Landlord of a notice of termination. Tenant may also terminate this Agreement upon (a) a failure of the water supply, whether in terms of quantity, reliability or quality, or occurrence of fire, flood or other similar physical event, that materially interferes with Tenant's ability to farm the Property, or (b) a material breach of this Agreement by Landlord.

6.4 No Holdover. This Agreement terminates without further notice at the expiration of the Term. Tenant's continued occupation of the Property after the expiration of the Term is unlawful. Tenant expressly agrees such occupation after the expiration of the Term shall not constitute a renewal or extension of the Term.

- A. If Tenant continues to occupy the Property after the effective date of termination described in Paragraph 1.2, then Tenant shall immediately owe Landlord an amount equal to two hundred percent (200%) of the otherwise normally applicable Rent as liquidated damages, in lieu of actual damages (other than interest, attorney's fees and costs, which may also be recoverable). This amount shall be calculated on a per day basis. The Parties acknowledge that this charge represents a reasonable estimate of the expenses that Landlord will incur because of any occupation of the Property after the effective date of termination (other than attorney's fees and costs). Landlord's acceptance of any liquidated damages shall not constitute a waiver by Landlord prevent Landlord from exercising any of the rights and remedies available to Landlord under this Agreement.

- B. Nothing in this Paragraph shall preclude the Landlord from any of its remedies including ejecting Tenant for holding over or terminating the Agreement for failure by the Tenant to timely Rent.
- C. To the extent allowed by law, Landlord agrees that after the expiration of the Term of the Agreement as provided for in Section 1.2, if Landlord should decide to sell or lease the Property, it shall provide Tenant a right of first refusal ("ROFR") to either purchase or lease the Property. This ROFR is expressly conditioned on all of the following:
 - i) The ROFR only applies if Landlord decides to sell or lease the Property. The decision to sell or lease the Property is in the sole discretion of Landlord. If Landlord decides to not sell or lease the Property, then Tenant shall have no ROFR.
 - ii) If Landlord opts to sell or lease the Property, the terms under which the Property is offered for sell or lease shall be in Landlord's sole discretion.
 - iii) The ROFR shall not apply to the portion of the Property identified by Landlord for future use by the Imperial Unified School District and Landlord may transfer or otherwise encumber a portion of the Property to the Imperial Unified School District.
 - iv) Notwithstanding this ROFR, Tenant remains obligated to comply with all provisions of the Agreement, including the provisions related No Holdovers (Section 6.4) and Surrender of the Property (Section 6.5). Tenant may not occupy the Property during the ROFR Period and if Tenant fails to comply with the terms of this Agreement, including Sections 6.4 and 6.5, Tenant shall forfeit its ROFR.

6.5 Surrender of the Property. Immediately upon the expiration or early termination of the Term, Tenant shall surrender possession of the Property, including any and all growing crops, to Landlord and the Property shall then be in the same condition as when received, reasonable use, wear, and damage by fire, act of God or the elements, excepted, and shall remove all of Tenant's personal property therefrom, except to the extent such personal property shall have become the property of Landlord as provided herein. Landlord, in its sole and absolute discretion, shall determine whether any alterations shall remain on the Property or, upon Landlord's written instruction, said alterations shall be removed by Tenant, at Tenant's sole cost and expense, at the end of the Term.

6.6 Personal Property Tenant. In the event that any personal property, trade fixtures, inventory, equipment or alterations of Tenant remain at the Property after Landlord has regained possession they shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980 and 1981 et seq. or any subsequent procedures established by law regarding the disposition of Tenant's

personal property remaining on the Property. Landlord has no obligation to protect or preserve any such personal property, trade fixtures, inventory, equipment or alterations.

7. General Provisions

- 7.1 Entire Agreement.** This Agreement, together with its exhibits, is the entire agreement between Tenant and Landlord and supersedes all prior or contemporaneous written and oral agreements. This Agreement may be amended only by a document signed by both Tenant and Landlord and reciting that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and its exhibits, this Agreement will control.
- 7.2 Severability; Waiver.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
- 7.3 Relationship.** Tenant and Landlord are independent contracting parties. Nothing contained in this Agreement will create a partnership, joint venture, fiduciary, or employment relationship between Tenant and Landlord. Neither Tenant nor Landlord have the power or authority to act on behalf of the other or in the other's name directly or indirectly in any manner. Landlord will not be responsible for any debts, liabilities, or obligations Tenant contracts or incurs in carrying out Tenant's farming operations on the Property or otherwise.
- 7.4 No Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of Tenant and Landlord and not for the benefit of any third party.
- 7.5 Binding on Heirs.** This Agreement will be binding upon the heirs, executors, administrators, and permitted assignees or successors in interest of Landlord and Tenant.
- 7.6 Notices.** Notices and consents under this Agreement must be in writing and delivered by mail, hand, fax, or e-mail to the addresses set out on the signature page of this Agreement or other addresses given by one party to the other in writing. Notices given in the manner will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier, delivery by fax or transmission by e-mail.
- 7.7 Governing Law; Jurisdiction.** This Agreement will be governed by California law. Tenant and Landlord consent to the exclusive jurisdiction of the state and federal courts for Imperial County, California

|

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LANDLORD

**SUCCESSOR AGENCY OF THE
FORMER REDEVELOPMENT AGENCY
FOR THE CITY OF IMPERIAL**

TENANT

C.B.M. GINNING COMPANY, INC.

BY: _____

Dennis Morita

City Manager

BY: _____

Donald V. Barioni, CEO

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

APNs: 06-010-083; 06-010-084; 06-010-085; 06-010-086; 06-010-087; 06-010-088

DATE SUBMITTED 10/12/22

SUBMITTED BY PARKS

DATE ACTION REQUIRED 10/19/22

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: DEP. ANTHONY REDONDO MEMORIAL PARK
PROPOSED PARK IMPROVEMENTS

1. APPROVE THE PURCHASE OF INCLUSIVE PLAYGROUND, FITNESS EQUIPMENT AND SHADES FROM GAME TIME IN THE AMOUNT NOT TO EXCEED \$150,000.00
2. AUTHORIZATION TO SEEK BIDS

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

In August staff applied for the CPRS Education Initiative Grant. The City was awarded a 50% percent match towards procurement of the inclusive play structure. Staff is seeking City Council's approval to purchase the playground, fitness equipment and shades before the price surge for materials happens in mid November. Staff is also seeking council's authorization to seek bids for construction and installation once the equipment is received.

Please see attached quotes and design

FISCAL IMPACT: NOT TO EXCEED \$150,000
LANDSCAPE DISTRICT FUNDS

FINANCE
INITIALS



STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the purchase of new park play equipment amenities for Redondo park and allow staff to seek bids .

DEPT. INITIALS



MANAGER'S RECOMMENDATION: *Approve & Authorize*

CITY
MANAGER'S
INITIALS

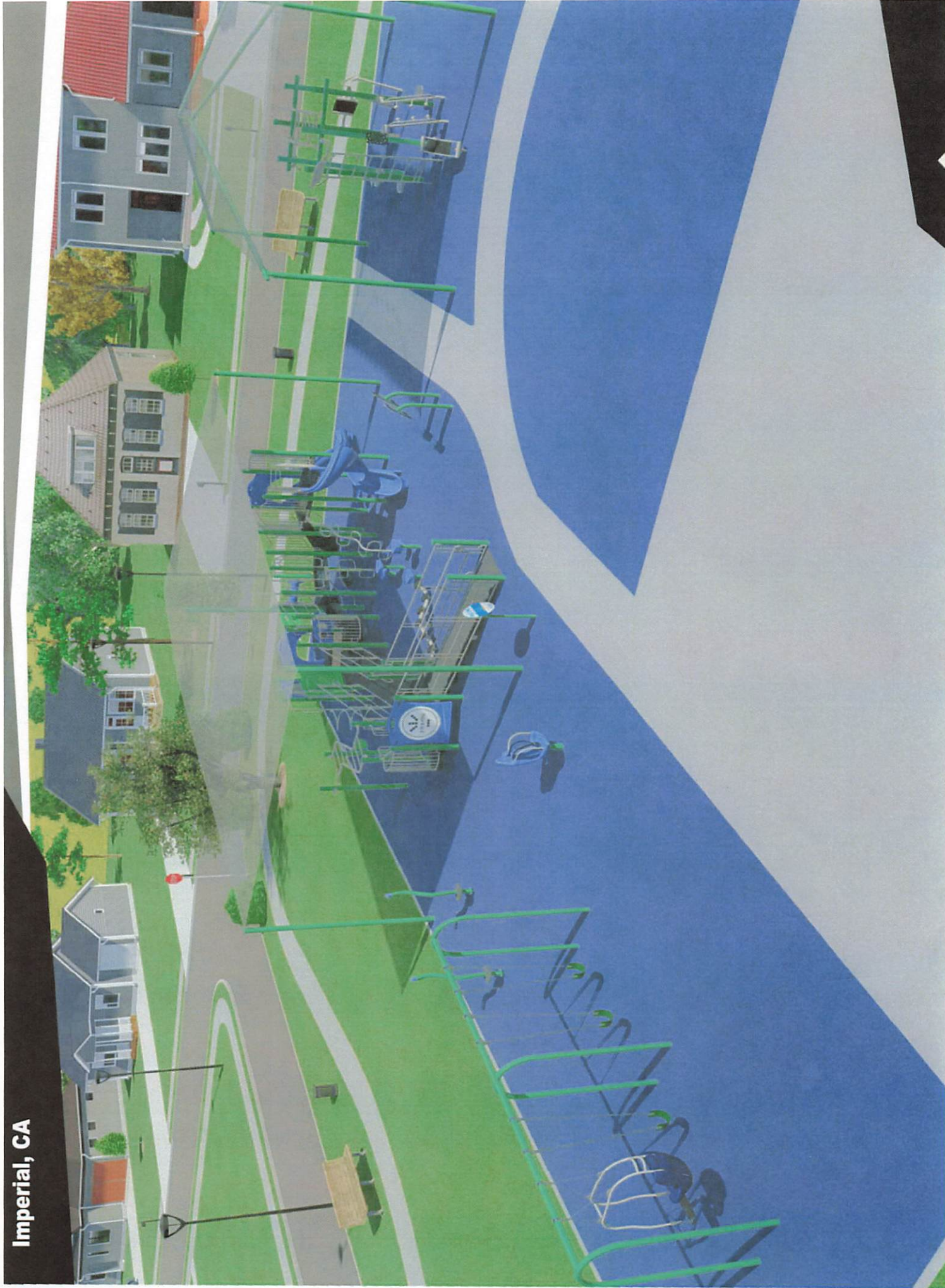


MOTION:

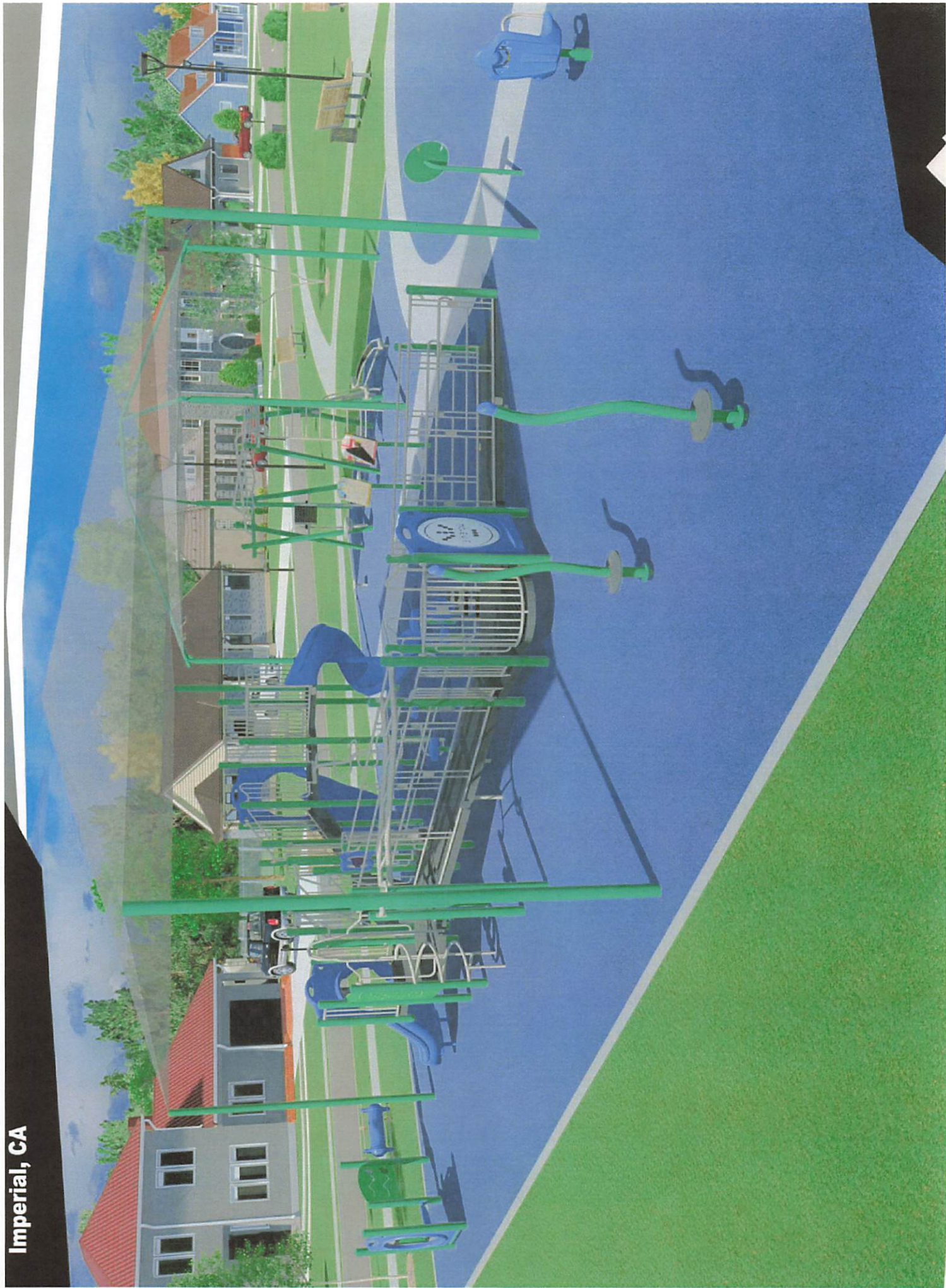
SECONDED:
AYES:
NAYES:
ABSENT:

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

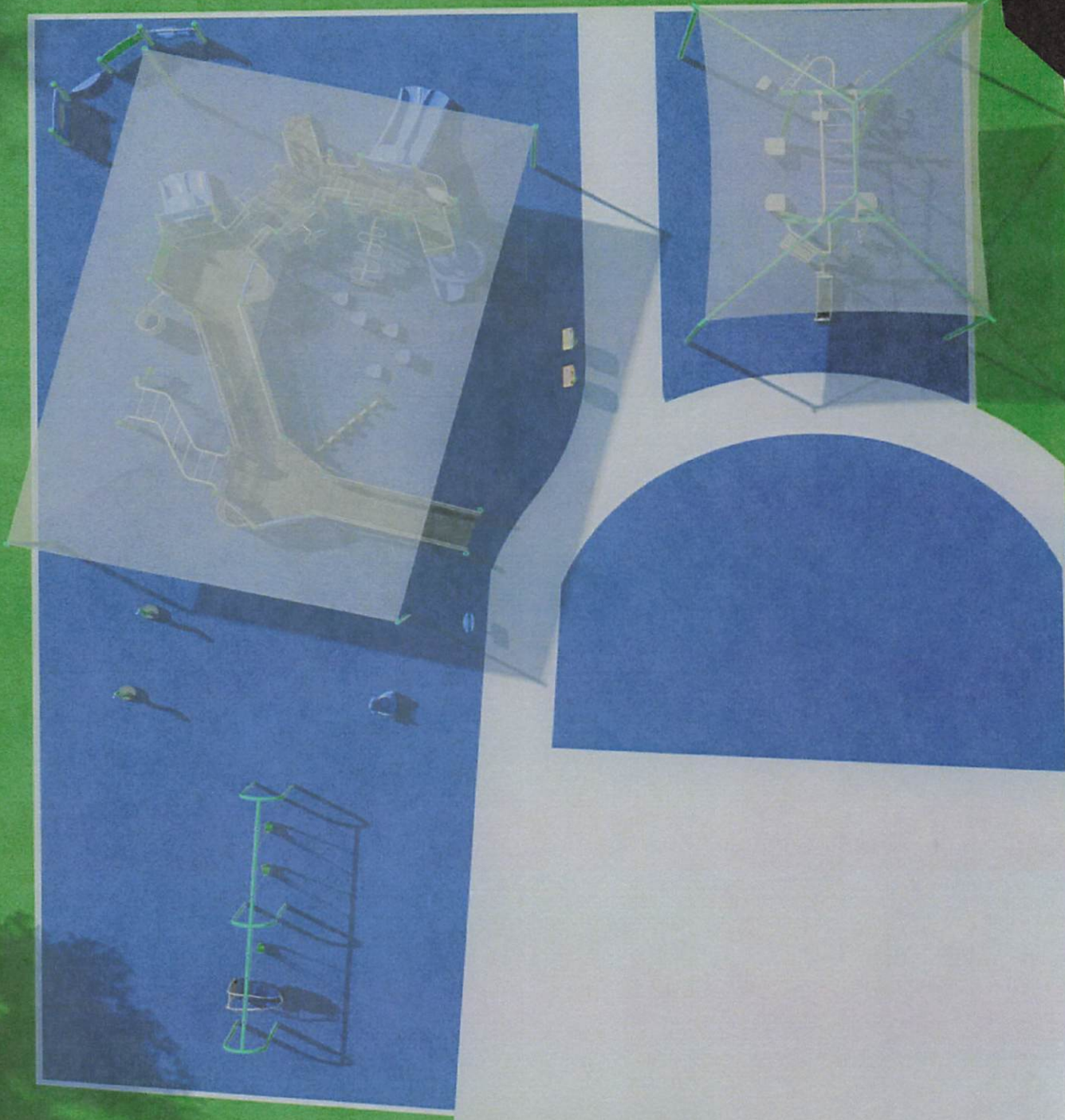
Imperial, CA













GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

07/19/2022
Quote #
106774-01-04

Sky Ranch Park Inclusive Play Area Option 4 - 2022 CPRS Grant

City of Imperial
Attn: Tony Lopez
101 West 4th St.
Imperial, CA 92251
Phone: 760-355-3134
tlopez@cityofimperial.org

Ship to Zip 92251

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 5-12 Inclusive Play Structure- Reference drawing #106774-01 Option 4	\$81,511.00	\$81,511.00
1	SHADE	Superior International - Rectangle Shade- 1 DOME: 1 L:42 x W:28 x H:12 PROFILE: Rectangle (Shade: 42x28x12) 4 COLUMNS: Embedded AS PER ENGINEER SPECIFICATION: 8040	\$12,989.00	\$12,989.00
1	DWGS	Superior International - Signed and Sealed Drawings	\$1,250.00	\$1,250.00
1	SCHARGE	Superior International - Steel Surcharge	\$1,682.02	\$1,682.02
1	3274	GameTime - Sensory Wave Seat	\$1,999.00	\$1,999.00
1	17257	GameTime - Sensory Wave Safety Belt	\$203.00	\$203.00
2	6246	GameTime - Solo Spinner	\$1,818.00	\$3,636.00
1	90188	GameTime - Calabazo Panel	\$798.00	\$798.00
1	90721	GameTime - Frog Slide Puzzle-Gadget Pnl Below Dk	\$2,474.00	\$2,474.00
1	81666	GameTime - Fun Seat	\$347.00	\$347.00
1	91580	GameTime - Animal Race Half Panel	\$1,094.00	\$1,094.00
1	RDU	GameTime - Swings- Reference drawing #106774-01 Option 4	\$5,465.00	\$5,465.00
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	14927	GameTime - NDS Play On Sign Package		
1	5179	GameTime - Welcome Sign (5-12)	\$561.00	\$561.00
1	14912	GameTime - Thrive 450	\$23,807.00	\$23,807.00
1	QRI097	GT-Shade - GTRD202612IG 20X26X12 REC HIP W/GL IG	\$7,611.00	\$7,611.00
4485	PIP	GT-Impax - Poured in Place Surfacing delivered and installed- 4485 Total sf, 8' CFH (2 areas) Area 1 = 3680 sf Area 2 = 805 sf Includes 50/50 std epdm and black - tbd No Design, No tta pads Aromatic Binder Prevailing Wages Based on good job access, no design	\$20.17	\$90,462.45
1	SECURITY	GT-Impax - Site Security- Prevailing wage	\$1,885.00	\$1,885.00
			Sub Total	\$237,774.47





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

07/19/2022
Quote #
106774-01-04

Sky Ranch Park Inclusive Play Area Option 4 - 2022 CPRS Grant

Quantity	Part #	Description	Unit Price	Amount
			Grant	(\$35,189.89)
			Material Surcharge	\$18,137.33
			Estimated Freight	\$13,995.65
			Tax	\$9,949.02
			Total	\$244,666.58

Comments

Your Sales Rep is KJ LeCesne. Please reach out to KJ at 619-876-6623 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

To include a Payment and Performance Bond, please add \$3,750.00

****Material Surcharge reflects raw material price increase****

*****Pricing is based on Grant 2022 pricing. Orders MUST be place before November 2, 2022, and MUST be shipped by December 31, 2022 to qualify for Grant Pricing.**

*****Not all equipment is eligible for Grant Pricing.**

Shipping to:
101 W. 4th St.
Imperial, CA 92251

Site Address:
118 Boley Field Dr W
Imperial, CA 92251

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Installation of equipment not included.

Surfacing installed at Prevailing wages.



CONTRACT



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CONTRACT						
Customer	Contractor	Project	Sky Ranch Park			
City of Imperial Imperial, CA 92251 ATTN: Anthony Lopez	Pacific Play Systems, Inc.	Date	9/30/2022			
	Contractor Lic. # 957776	Terms	Net 30			
	Class A/B/C61/D34/D12	Valid for	30 Days			
	Phone (760) 599-7355	Est. No.	2022-1209			
Description				Qty	Rate	Total
Scope of Work: Provide, equipment, materials and services as outlined per below. Cost is based on 2022 prices. Expires October 30th, 2022. Treehouse Theme Option 1						
Playcraft SN#R50EC386A, Custom 5" OD Steel Play System, 5-12 age-group				1	77,818.00	77,818.00T
Playcraft PC2496-SL Inclusive Merry-go-round				1	6,098.00	6,098.00T
Playcraft PC2120-8ft Arch with three bays (2-Belt, 2-Bucket, 2-Playshare seat)				1	9,967.00	9,967.00T
Custom 45'x40'x13' entry height Hip Roof Canopy Shade Structure with rebar cages and engineering calculations				1	36,800.00	36,800.00T
2.5" thick PIP (poured-in-place) rubberized surfacing, 50% color/50% black mix, aromatic. Structure area: 3010SF with fall height of 6' Swings area: 1700SF with fall height of 8'				4,710	14.50	68,295.00
Sub-total of equipment and materials						198,978.00
Special 10% Co-op Discount					-19,900.00	-19,900.00
Steel & plastics surcharge: rapid increases in the cost of commodities has caused the manufacturer to add an emergency surcharge to its products to cover the increased cost of raw materials.				1	12,156.00	12,156.00T
Install (poured-in-place) PIP rubberized surfacing, 50% color/50% black mix, aromatic, cost per SF				4,710	13.00	61,230.00
Freight & delivery costs, playground equipment (does not include unloading)				1	5,899.45	5,899.45
Freight & delivery costs, PIP rubberized surfacing				1	1,579.43	1,579.43
Freight & delivery costs, shade (does not include unloading)				1	2,150.00	2,150.00
Project administration, overhead costs, mobilization, equipment rental, insurance costs, general conditions, etc.				1	2,500.00	2,500.00
Additional Services: None						
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.				Total		

CONTRACT



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CONTRACT				 www.pacificplayinc.com		
Customer	Contractor	Project	Sky Ranch Park			
City of Imperial Imperial, CA 92251 ATTN: Anthony Lopez	Pacific Play Systems, Inc.	Date	9/30/2022			
	Contractor Lic. # 957776	Terms	Net 30			
	Class A/B/C61/D34/D12	Valid for	30 Days			
	Phone (760) 599-7355	Est. No.	2022-1209			
Description			Qty	Rate	Total	
Payment Terms: Net 30 after delivery of equipment to the job site						
Balance, Net 30 after completion of project, unless if monthly progress payments are allowed						
EXCLUSIONS: This Contract only covers the cost of equipment, materials and services that are clearly outlined in the Scope of Work. All other equipment, materials and/or services that are not clearly outlined in this quotation are excluded. Exclusions include, but are not limited to the following:						
1. Additional services, installation of playground equipment and shade, site work (demo, hauling, grading, drainage, site drains, curbing, border, sidewalks, pavement, striping, etc.), sub-base for rubber surfacing, site materials, site furnishings, receiving and unloading of equipment (unless installation is included), ADA accessible path of travel, payment and performance bond, builders risk insurance, furnishing plans, obtaining permits, dealing with inspections and/or permit agencies, stamped engineered or architectural drawings, etc.						
2. Inspection costs, testing and outside testing agencies, CPSI Inspection/audit/report, surfacing HIC test, survey work of any kind, fencing, swpps, barricades, traffic control, flagging, erosion control, dust control, removal of hazardous materials or contaminated soils, digging through rock and rocky soils.						
3. Customer shall hire a utility locating service to mark all underground utilities prior to the start of our work, in order to minimize any damage to utilities. Modifications and/or repairs to any existing or damaged utilities as a result of this work is excluded. If owner would like us to hire a utility locating company, additional cost will be \$1,000. Initial here to authorize this additional service _____.						
4. Customer shall be responsible for keeping traffic away from the PIP rubberized surfacing area for at least 24 hours after it is poured so that surface can cure properly. PIP must be cured for a minimum of 2 weeks before any testing is performed.						
5. Additional move-in costs, if required (only one move-in cost is included in this quote), dealing with unforeseen conditions and extra work required as a result of these conditions and anything else that is not clearly outlined in this Contract. See Exhibit A, Terms and Conditions for a description of Unforeseen Conditions.						
LABOR RATES: Prevailing Wage Rates.						
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.			Total			

CONTRACT



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Customer		Contractor		Project	Sky Ranch Park		
City of Imperial Imperial, CA 92251 ATTN: Anthony Lopez		Pacific Play Systems, Inc.	Date	9/30/2022			
		Contractor Lic. # 957776	Terms	Net 30			
		Class A/B/C61/D34/D12	Valid for	30 Days			
		Phone (760) 599-7355	Est. No.	2022-1209			
Description					Qty	Rate	Total
Required Statement for California Projects: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. This Contract is executed between Pacific Play Systems, Inc., a California corporation and Customer (also referred to as Owner), identified in the Customer section of this Contract. Either Customer or Pacific Play Systems, Inc. may be referred to as Party, together as Parties. The purpose of this Contract is for Pacific Play Systems, Inc. to provide Customer with equipment, materials and/or services as outlined in the Scope of Work section of this Contract in exchange for the sum of money as outlined in this Contract. By signing below, both Parties acknowledge that they are entering into a legally binding Contract, which includes Exhibit A. Customer acknowledges the receipt and review of Exhibit A (Terms and Conditions) which shall be made a part of this Contract and enforceable to the full extent allowed by law. ACCEPTED BY CUSTOMER: Customer's Name: _____ Date accepted: _____ Signature: _____ Signed By: _____ ACCEPTED BY PACIFIC PLAY SYSTEMS, INC.: Federal Tax I.D. #: 27-4620108 - DIR No. 1000012253 Date accepted: _____ California Contractors License #957776, Classifications: A, B, C61-D12, C61-D34 Signature: _____ Signed By: _____ CA Sales Tax, San Diego County						7.75%	10,057.12
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.					Total	\$274,650.00	

CONTRACT



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CONTRACT				 www.pacificplayinc.com			
Customer	Contractor	Project	Sky Ranch Park				
City of Imperial Imperial, CA 92251 ATTN: Anthony Lopez	Pacific Play Systems, Inc.	Date	9/2/2022				
	Contractor Lic. # 957776	Terms	Net 30				
	Class A/B/C61/D34/D12	Valid for	30 Days				
	Phone (760) 599-7355	Est. No.	2022-1112				
Description				Qty	Rate	Total	
Scope of Work: Provide, equipment, materials and services as outlined per below. Cost is based on 2022 prices. Farm Theme Option 2							
Playcraft SN#R50EC386A, Custom 5" OD Steel Play System, 5-12 age-group				1	99,640.00	99,640.00T	
ID Sculpture, SC165 Custom Corn Climber				1	18,950.00	18,950.00T	
ID Sculpture, TC007 Custom Cow				1	14,800.00	14,800.00T	
Custom 43'X33'x13' entry height Hip Roof Canopy Shade Structure with rebar cages and engineering calculations				1	35,300.00	35,300.00T	
2.5" thick PIP (poured-in-place) rubberized surfacing, 50% color/50% black mix, aromatic, max fall height of 6' cost per SF, materials cost.				3,200	13.00	41,600.00	
Sub-total of equipment and materials						210,290.00	
Special 10% Co-Op Discount					-21,029.00	-21,029.00	
Steel & plastics surcharge: rapid increases in the cost of commodities has caused the manufacturer to add an emergency surcharge to its products to cover the increased cost of raw materials.				1	14,842.00	14,842.00T	
Install (poured-in-place) PIP rubberized surfacing, 50% color/50% black mix, aromatic, cost per SF				3,200	12.00	38,400.00	
Freight & delivery costs, playground equipment (does not include unloading)				1	8,465.62	8,465.62	
Freight & delivery costs, PIP rubberized surfacing				1	1,400.00	1,400.00	
Freight & delivery costs, shade (does not include unloading)				1	2,100.00	2,100.00	
Project administration, overhead costs, mobilization, equipment rental, insurance costs, general conditions, etc.				1	2,500.00	2,500.00	
Additional Services: None							
PAYMENT TERMS: Net 30							
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.				Total			

CONTRACT



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Customer	Contractor	Project	Sky Ranch Park
City of Imperial Imperial, CA 92251 ATTN: Anthony Lopez	Pacific Play Systems, Inc.	Date	9/2/2022
	Contractor Lic. # 957776	Terms	Net 30
	Class A/B/C61/D34/D12	Valid for	30 Days
	Phone (760) 599-7355	Est. No.	2022-1112

Description	Qty	Rate	Total
EXCLUSIONS: This Contract only covers the cost of equipment, materials and services that are clearly outlined in the Scope of Work. All other equipment, materials and/or services that are not clearly outlined in this quotation are excluded. Exclusions include, but are not limited to the following: 1. Additional services, installation of playground equipment and shade, site work (demo, hauling, grading, drainage, site drains, curbing, border, sidewalks, pavement, striping, etc.), site materials, site furnishings, receiving and unloading of equipment (unless installation is included), ADA accessible path of travel, payment and performance bond, builders risk insurance, furnishing plans, obtaining permits, dealing with inspections and/or permit agencies, stamped engineered or architectural drawings, etc. 2. Inspection costs, testing and outside testing agencies, CPSI Inspection/audit/report, surfacing HIC test, survey work of any kind, fencing, swpps, barricades, traffic control, flagging, erosion control, dust control, removal of hazardous materials or contaminated soils, digging through rock and rocky soils. 3. Customer shall hire a utility locating service to mark all underground utilities prior to the start of our work, in order to minimize any damage to utilities. Modifications and/or repairs to any existing or damaged utilities as a result of this work is excluded. If owner would like us to hire a utility locating company, additional cost will be \$1,000. Initial here to authorize this additional service _____. 4. Customer shall be responsible for keeping traffic away from the PIP rubberized surfacing area for at least 24 hours after it is poured so that surface can cure properly. PIP must be cured for a minimum of 2 weeks before any testing is performed. 5. Additional move-in costs, if required (only one move-in cost is included in this quote), dealing with unforeseen conditions and extra work required as a result of these conditions and anything else that is not clearly outlined in this Contract. See Exhibit A, Terms and Conditions for a description of Unforeseen Conditions. LABOR RATES: Prevailing Wage Rates.			
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.		Total	

CONTRACT



www.pacificplayinc.com

Customer		Contractor		Project	Sky Ranch Park		
City of Imperial Imperial, CA 92251 ATTN: Anthony Lopez		Pacific Play Systems, Inc.		Date	9/2/2022		
		Contractor Lic. # 957776		Terms	Net 30		
		Class A/B/C61/D34/D12		Valid for	30 Days		
		Phone (760) 599-7355		Est. No.	2022-1112		
Description					Qty	Rate	Total
Required Statement for California Projects: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. This Contract is executed between Pacific Play Systems, Inc., a California corporation and Customer (also referred to as Owner), identified in the Customer section of this Contract. Either Customer or Pacific Play Systems, Inc. may be referred to as Party, together as Parties. The purpose of this Contract is for Pacific Play Systems, Inc. to provide Customer with equipment, materials and/or services as outlined in the Scope of Work section of this Contract in exchange for the sum of money as outlined in this Contract. By signing below, both Parties acknowledge that they are entering into a legally binding Contract, which includes Exhibit A. Customer acknowledges the receipt and review of Exhibit A (Terms and Conditions) which shall be made a part of this Contract and enforceable to the full extent allowed by law. ACCEPTED BY CUSTOMER: Customer's Name: _____ Date accepted: _____ Signature: _____ Signed By: _____ ACCEPTED BY PACIFIC PLAY SYSTEMS, INC.: Federal Tax I.D. #: 27-4620108 - DIR No. 1000012253 Date accepted: _____ California Contractors License #957776, Classifications: A, B, C61-D12, C61-D34 Signature: _____ Signed By: _____ CA Sales Tax, San Diego County						7.75%	12,916.38
Attached Exhibit A (Terms and Conditions) shall be made a part of this Contract.					Total	\$269,885.00	

DATE SUBMITTED

10/12/2022

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

10/19/2022

COUNCIL ACTION

()

PUBLIC HEARING REQUIRED

()

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

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IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: RFP P2022-10
Acceptance

DISCUSSION/ACTION:

1. Discuss, Approve/Deny acceptance of RFP for Labor Compliance Services for Clearwell, Filter Piping & GAC Expansion Project

DEPARTMENT INVOLVED:
Public Services – Water Dept.

BACKGROUND/SUMMARY:

The City has received 1 Quote for Labor Compliance Services for the Airport Clearwell, Filter Piping & GAC Expansion Project

- Labor Compliance Consultants of Southern California – Hourly Pricing of \$90 + Fees; not to exceed \$13,200.00

Recommendation is to go with lowest quote, price per hourly rate and exceedance amount, Labor Compliance Consultants of Southern California.

FISCAL IMPACT: not to exceed \$13,200.00

FINANCE
INITIALS

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

Approve staff recommendation

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Copy

**Labor Compliance
Consulting Services**

**City of Imperial
Clearwell Pump Station Replacement & GAC Treatment
Expansion & Filter Piping Replacement Project**

P2022-05

September 30, 2022

Prepared by: Crystal Ransdell

Labor Compliance Consultants Of
Southern California LLC

P.O. Box 2660

Imperial Centro, CA 92244

Phone: 996-1961

Requested by:

Jisela Solorzano

City of Imperial

420 So. Imperial Avenue

Imperial, CA 92251

Consulting Services
Labor Compliance

City of Imperial
Clearwell Pump Station Replacement & GAC Treatment
Expansion & Filter Piping Replacement Project

P2023-05

September 30, 2023

I. EXECUTIVE SUMMARY

HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

Labor Compliance Consultants of Southern California (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

PRIMARY CONTACT

Mrs. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 15937
San Diego, CA 92175
(760) 791-6914
cransdell@lccsc.net

ORGANIZATIONAL CHART

Ms. Crystal Ransdell, CFO
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist
Section 3 Specialist

Ms. Jennifer Dupont, Office Manager
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist
Section 3 Specialist

PROJECT TEAM HIGHLIGHTS:

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC's labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California and Western Arizona.

LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an

applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

II. PROJECT APPROACH & SCOPE OF WORK

LCCSC shall be responsible for assisting **City of Imperial** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all

applicable State and Federal Laws. Mrs. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

The project consists of the Labor Compliance Monitoring for

City of Imperial Clearwell Pump Station Replacement & Granulated Activated Carbon Columns Treatment Expansion & Filter Piping Replacement Project approximately 250 calendar days under construction with an estimated cost of \$6,000,000.

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Mrs. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

The estimated construction time is two hundred fifty calendar days (250) from the date on the notice to proceed. The labor standards activities are expected to extend for a total of 11 months. One (1) month prior to construction activities, eight (8) months of construction activities and two (2) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.

Labor Standards Compliance Services will include the following:

A. Wage Decisions Monitoring

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **City of Imperial** of any modifications made to worker wage decisions.

B. Contractor Eligibility, Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.
2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.
3. LCCSC shall make available to the contractors and sub-contractors the required forms, documentation and contract language requirements.

C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews:** LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to **City of Imperial** and the Prime Contractor promptly.

2. **Review of Employee Reviews:** LCCSC will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.
3. **Request for Information:** LCCSC shall inform **City of Imperial** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **City of Imperial**, the Prime Contractor, and all subcontractors.
4. **Progress Payment Review Assistance:** LCCSC shall assist **City of Imperial** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **City of Imperial** and Prime Contractor informing of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **City of Imperial** department so they may withhold progress payment as needed.

D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **City of Imperial** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.
2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **City of Imperial** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to under paid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

E. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.

2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **City of Imperial** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **City of Imperial** shall keep and store for 5 years as required by law.
3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **City of Imperial** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

F. Reports

1. LCCSC shall prepare and submit all monthly, semi-annual and final reports, so that the **City of Imperial** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

FEE SCHEDULE FOR SERVICES

Our 2022 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **City of Imperial** prior to implementation on this project.

VI. FEE SCHEDULE

I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined in within the contents of this proposal. In the event completion of the project extends beyond the six (6) months, additional services will be billed at the hourly rate per the schedule attached.

II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately October 2022 and the construction is scheduled for two hundred fifty (250) calendar days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **City of Imperial** with the Labor Standards Compliance Services requirements with a not to exceed amount of **\$13,200.00**

LCCSC's services shall be invoiced in eleven (11) monthly installments of \$1200.00 the end of each month beginning with the notice to proceed.

Not to Exceed Costs: \$13,200.00

In the event the construction time exceeds the 250 calendar days or delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions causing the labor compliance monitoring to exceed the estimated eleven (11) months of monitoring, the monthly rate will adjust to hourly and the **"not to exceed" amount will no longer apply.**

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES

Effective January 1, 2022 through December 31, 2023

Labor Standards Services	
Senior Labor Compliance Officer	\$90.00/hour
Bilingual Interviewer	\$75.00/hour

Prepared by:

September 30, 2022



Crystal A. Ransdell
Labor Compliance Consultants of Southern California
P.O. Box 15937
San Diego, CA 92175

Crystal Ransdell

P.O. Box 2660
El Centro, CA 92244
cransdell@lccsc.net

Objective

Provide labor compliance consulting and contractor monitoring service to clients of LCCSC for various Public Works projects.

Skills

- Over 9 years of HUD/CDBG and Section 3 Implementation/monitoring experience
- Over 9 years of prevailing wage monitoring experience in the Construction Industry
- Knowledge of Davis Bacon and Related Acts and Wage Guidelines
- Knowledge of Department of Industrial Relations prevailing wage requirements
- Skilled in LCP Tracker application
- Excellent language and communication skills

Education & Training

- March 2, 2021 - Completion of Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)
- September 25, 2019 – Completion of Department of Industrial Relations Awarding Agencies and Contractor Compliance by the Center for Contract Compliance and DIR
- August 15, 2019 – Completion of Prevailing Wage Seminar by the Department of Labor
- June 11, 2019 – Completion of Davis Bacon and Related Acts certified payroll reporting training by the Department of Labor
- May 1, 2019 - Completion of Labor Compliance for Public Works refresher course training by Cal Trans
- February 8, 2018 - Completion of Prevailing Wage, Certified payroll & Labor Compliance Training by Associated Builders and Contractors, Inc.
- February 9, 2018 - Completion of New Laws Affecting Contractors Changes for 2018 Training by Associated Builders and Contractors, Inc.
- May 18, 2016 - Completion of Prevailing Wage, Certified payroll & Labor Compliance Training by Associated General Contractors of America San Diego Chapter, Inc.
- September 18, 2015 - Completion of Prevailing Wage, Certified payroll & Labor Compliance Training by Associated General Contractors of America San Diego Chapter, Inc.
- July 15, 2015 - Completion of course in New Public Works Contractor Registration Law [SB 854]
- January 13, 2015 – Completion of Section 3 Training by the San Diego Housing Commission
- August 15, 2012 – Completion of Course in Davis Bacon and Related Acts/Department of Industrial Relations Prevailing Wage Requirements for Public Works Project

Experience

Senior Labor Compliance Consultant, LCCSC

- Provided Prevailing Wage Monitoring for seven large construction projects that totaled over \$90,000,000 in subcontract activity
- Prevailing Wage Monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, ensuring payment of apprenticeship contributions, and Section 3 new hire compliance
- Provided prevailing wage training to contractors and awarding agencies

PROFESSIONAL REFERENCES

Antonio Alvarez Nicklaus Engineering 804 State Street El Centro, CA 92243 (760) 425-0841	City of El Centro Community Development Ms. Stacy Mendoza 1249 Main Street El Centro, CA 92243 (760) 335-3538
Abraham Campos City of El Centro 1275 W. Main Street El Centro, CA 92243 (760) 337-9031	Cesia Bautista Imperial County Public Works Department 155 S. 11 th Street El Centro, CA 92243 (442) 265-1857
Carlos Beltran Dynamic Consulting Engineers, Inc 2415 Imperial Business Park Dr., Ste B Imperial, CA 92251	The Holt Group, Inc. Mr. Jack Holt, P.E. CFO 1601 N. Imperial Avenue El Centro, CA 92243 (760) 337-3883
Mauricio Lam LC Engineering Consultants, Inc 1065 State Street El Centro, CA 92243	City of Imperial Mr. Jesus Villegas, Project Manager 420 South Imperial Avenue Imperial, CA 92251

RELEVANT PROJECT EXPERIENCE

The partial list of public works projects below demonstrates LCCSC's experience as it pertains to the coordination and enforcement of labor compliance services for Public Works projects subject to the Department of Industrial Relations and/or Davis-Bacon regulations in the recent past.

Date	Project	Responsible Jurisdiction	Contract Amount	Status
2018	El Centro WWTP Aeration & Blowers	El Centro Public Works		Completed
2018	El Centro WWTP List Station	El Centro Public Works		Completed
2019	Imperial WWTP	City of Imperial	\$20,000,000	Completed
2019	Desert Shores Townsite Roadway Improvements	Imperial County Department of Public Works	\$1,376,000	Completed
2019	Heber Townsite Roadway Improvement	Imperial County Department of Public Works	\$1,371,00	Completed
2019	Hawk Street Improvements	Imperial County Department of Public Works	\$325,000	Completed
2019	City of Holtville Citywide Street Improvements	City of Holtville	\$2,156,000	Completed
2019	Clark Road Improvements at Union Pacific Railroad Crossing	Imperial County Department of Public Works	\$403,000	Completed
2019	2018 El Centro Overlay and Parking Lots Resurfacing	City of El Centro	\$3,000,000	Completed
2020	Imperial Clark Station and Wet Well	City of Imperial		Completed
2020	El Centro 2020 Streets Maintenance & Rehabilitation	City of El Centro	\$1808,000	Completed
2020	Imperial Barioni Blvd Waterline Improvements	City of Imperial	\$408,500	Completed
2020	Imperial Overlay Improvements at Aten Blvd and Clark Road	City of Imperial	\$456,688	Completed
2020	Calipatria Date Street Roadway and Pedestrian Improvements	City of Calipatria	\$497,065	Completed
2020	Seeley Road Improvements	Imperial County Department of Public Works	\$961,829	Completed

2020	Holtville 9 th Street Improvements	City of Holtville	\$388,240	Completed
2021	Calexico New River Parkway	City of Calexico	\$1,663,368	Working
2021	Holtville Orchard Road Improvements	City of Holtville	\$334,679	Completed
2021	Imperial Class I and Class II Bike Facility Along Aten Road	City of Imperial	\$584,596.50	Working
2021	Picacho Road Overlay	Imperial County Department of Public Works	\$673,893	Working
2021	Clark Road Improvements at Wahl Road and at Heber Road Imperial County	Imperial County Department of Public Works		Working
2021	Borrego WWTP Upgrade	Borrego Water District		Working
2022	Heber Avenue Sidewalk	Imperial County Department of Public Works	\$953,375	Working
2022	El Centro WWTP Clarifiers	City of El Centro	\$1,819,643	Working
2022	14 th & Commercial Affordable Apartments	14 th & Commercial, CIC, LP / Chelsea Investments	\$160,581,815	Completed

DATE SUBMITTED 10/14/22
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 10/19/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Surplus Items at the Imperial Public Library

1. Declaration of certain Books, Materials and Equipment as Surplus at the Imperial Public Library and Authorization to Donate and/or Dispose of Said Materials.

DEPARTMENT INVOLVED: City Manager's Office/Community Services Department

BACKGROUND/SUMMARY:

In review of department operations, staff has found a large number of books, materials and equipment that can no longer be utilized to facilitate library services, or are damaged beyond repair. Staff is requesting Council's consideration in declaring these items as surplus, and authorization for the donation or disposal of these items. Removal of these items will better assist staff in facilitating community service programs at the Imperial Public Library. Attached you will find photos of the areas within the library currently used as storage for the aforementioned items.

It is the recommendation of the Board of Trustees to declare these items as surplus. The Board will also be providing a list of organizations for the donation of these materials.

FISCAL IMPACT: NONE

ADMIN SERV
INITIALS



STAFF RECOMMENDATION: Declare said items as surplus for smoother operations and services at the Imperial Public Library.

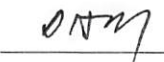
DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED 10/14/2022
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 10/19/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: IMPERIAL PUBLIC LIBRARY CODE OF CONDUCT POLICY

1. Approve Resolution 2022 – 67 Adopting Imperial Public Library Patron Code of Conduct.

DEPARTMENT INVOLVED: City Manager's Office/Community Services Department/City Attorney

BACKGROUND/SUMMARY:

In an effort to provide a safe and comfortable environment for both library patrons and staff, the City asks Council's consideration in adopting the attached Patron Code of Conduct to be enforced at the Imperial Public Library. The Code of Conduct has been reviewed and recommended by the Imperial Public Library Board of Trustees and focuses on the disruptive and unsafe behavior that can take place in libraries.

FISCAL IMPACT: NONE

ADMIN SERV
INITIALS

DP

STAFF RECOMMENDATION: Approve and Adopt the Code of Conduct to provide a safe and comfortable environment for staff and our patrons.

DEPT. INITIALS

AB

MANAGER'S RECOMMENDATION:

approve staff and library board recommendation

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

RESOLUTION NO. 2022-67

A RESOLUTION OF THE IMPERIAL CITY COUNCIL ADOPTING THE PATRON CODE OF CONDUCT AT THE IMPERIAL PUBLIC LIBRARY

WHEREAS, the City of Imperial strives to provide a safe and comfortable environment for Imperial Public Library Patrons and staff; and

WHEREAS, the City works to ensure all residents and patrons have equal access to library facilities and resources; and

WHEREAS, the City recognizes certain behaviors can be disruptive and interfere with patrons use and access to library services; and

WHEREAS, the Imperial City Council believes in providing effective delivery of library services, resources and establishing procedures to address such behaviors that infer with municipal operations and create an unsafe environment for City Staff and Imperial Residents.

NOW, THEREFORE, BE IT RESOLVED that the Imperial City Council adopts the following Code of Conduct, and hereby authorizes the City Manager or their designee to enforce such rules in order to allow library patrons and staff to use the library facilities to the fullest extent without disturbance or undue interference, and to provide a safe, welcoming and comfortable environment.

The following actions are not allowed on library property:

1. Engaging in any activity prohibited by law.
2. Entering the library facility without garments covering the upper and lower torso of body or without shoes. This includes removal, lifting, or lowering garments to expose skin.
3. Interfering with another person's use of the library or the library staff's performance of their duties.
4. Creating unnecessary noise, including using electronic devices that disturbs others. Exception to this rule include approved library activities that may involve loud noises.
5. Monopolizing library space, furniture, electrical outlets or equipment to the exclusion of other patrons or staff.
6. Preventing free flow of pedestrian traffic into and throughout the library.
7. Disturbing, offending, intimidating, annoying or harassing of others which includes the use of profanity.
8. Entering the library with hygiene conditions, including but not limited to, clothing odor, or with unsanitary belongings.
9. Engaging in any disruptive or unsafe behavior.
10. Engaging in activities that result in damage to library property.
11. Defecating or urinating on library property, other than a toilet in a restroom.
12. Neglecting to provide proper supervision of children and dependent adults at all times.
13. Adults using areas designated for children or teens without being accompanied by a child

or teen or without a need to use resources in those areas.

14. Bringing any animal into library facilities, except for service animals that are individually trained to do work or perform tasks for an individual with a disability in compliance with ADA (Americans Disability Act) regulations. Animals that are a part of a library program may be allowed in library facilities with the consent of library staff.
15. Smoking, vaping, sleeping, eating, or bringing open containers of food or drink in the library. Water in resealable liquid containers are permitted.
16. Using restrooms for bathing, shampooing, shaving, doing laundry, or any activity not intended for public restroom use.
17. Possessing or consuming alcohol or illicit drugs, or exhibiting signs of being under the influence of alcohol or controlled substances.
18. Possession of weapons. Law enforcement officers are exempt to this prohibition.
19. Refusing to leave the library premises at closing time or trespassing at any time.

Enforcement of Code of Conduct

To preserve the peace and provide public access to library facilities, the library may suspend access to library privileges for persons who fail to follow the library's code of conduct as identified above.

PASSED AND ADOPTED by the Imperial City Council this 19th day of October, 2022.