



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

November 02, 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, November 2, 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 a Closed Session at 6:00 pm

A-1. Subject: Conference with Legal Counsel – Existing Litigation (§ 54956.9(d)(1))
Case Number.: 4A2210BMYH5-0001

A-2. Subject: Public employee performance evaluation (§54957)
Title: City Manager

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

Roll Call

Pledge of Allegiance

Adjustments to the Agenda

Action Taken in Closed Session

C. Public Appearances:

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

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

D. Consent Agenda:

All items appearing under “Consent Agenda” will be acted upon by the City Council 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 Claims and Warrants Report.**
- D-2. Appointment of Imperial Valley Telecommunication Authority Representative and Alternate.**
- D-3. Terminate Emergency Declared by Resolution 2022-23 Repair of Supply Line at The Aten Reservoir Tank Has Been Completed.**
- D-4. Terminate Emergency Declared by Resolution 2022-62. Repair/Replacement of Main Breaker at Water Treatment Plant Has Been Completed.**
- D-5. Approve Purchase of Two Influent Meters for The Wastewater Treatment Plant to Maintain Compliance with State Requirements in the Amount of \$14,959.21 (Not Including of Fees and Labor).**
- D-6. Approve Purchase of Parts for Vactor Truck Not to Exceed \$30,000.00**
- D-7. Approve Bulk Purchase of Crack Sealer for Street Maintenance in the Amount of \$36,342.00.**

E. Special Presentation

- E-1: Imperial Police Department – No Shave November Challenge**
- E-2: Proclamation: Family Court Awareness Month**

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

- F-1. Subject: The Surface Transportation Block Grant (STBG) Program for The Aten Boulevard Rehabilitation Project**
 - 1. Approval of Resolution 2022-69 A Resolution of the City Council Authorizing an Application Submission to Obtain Funding Through the FY 2025-2026 Surface Transportation Block Grant (STBG) Program for the Aten Boulevard Rehabilitation Project.
- F-2. Subject: A Resolution of the City Council Regarding Unallocated Funds Account**
 - 1. Approval of Resolution 2022-70 Regarding Treatment of an Unallocated Fund Account in the City of Imperial General Fund for Purposes of Reconciliation of the FY 19/20 Single Audit and Completion of FY 20-21 and FY 21-22 Municipal Audit.
- F-3. Subject: Agreement Between the City of Imperial and MuniTemps Municipal Staffing Solutions**
 - 1. Approval of Agreement Between the City of Imperial and MuniTemps Municipal Staffing Solutions for the Term of Six (6) Months Not to Exceed \$191,000.00.

**F-4. Subject: Continue Emergency Declared by Resolution 2022-06 For Repair Of
Suction Lines at Various Lift Stations.**

G. Adjournment:

**The Meeting of the City Council is Adjourned Until the Next Regularly Scheduled Meeting,
Wednesday, November 16, 2022, at 7:00 pm.**

Check Register Report

D-1

Date: 10/25/2022

Time: 4:59 pm

Page: 1

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								
107403	10/14/22	Printed			7933	AA ELECTRIC		1,743.86
107404	10/14/22	Printed			735	ACADEMI AWARDS & TROPHIES		173.20
107405	10/14/22	Printed			1021	AGGREGATE PRODUCTS, INC.		673.55
107406	10/14/22	Printed			195	ALLIED WASTE		123,255.36
107408	10/14/22	Printed			5956	AMAZON CAPITAL SERVICES		4,406.58
107409	10/14/22	Printed			2081	ARAMARK UNIFORM SERVICE		3,177.22
107410	10/14/22	Printed			7562	ARCTIC GLACIER, USA, INC.		7,820.22
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107412	10/14/22	Printed			6933	AT&T		45.03
107413	10/14/22	Printed			1851	AT&T LONG DISTANCE		1,030.90
107415	10/14/22	Printed			4400	BABCOCK LABORATORIES, INC.		4,234.35
107416	10/14/22	Printed			6811	BEVINS ROADSIDING, INC		2,500.00
107418	10/14/22	Printed			7158	BLUETARP FINANCIAL, INC.		954.37
107419	10/14/22	Printed			7928	BRYANNA DE LEON		71.68
107420	10/14/22	Printed			251	CALIFORNIA JPIA		2,954.00
107421	10/14/22	Printed			7924	CARLOS BERNAL		99.00
107422	10/14/22	Printed			2968	CARLOS NEON SIGNS		889.00
107423	10/14/22	Printed			1053	CITY OF IMPERIAL		1,000.00
107424	10/14/22	Printed			1109	CONSOLIDATED ELECTRICAL DIST.		141.37
107425	10/14/22	Printed			784	CONTROL PARTS		27,096.82
107426	10/14/22	Printed			514	CORE & MAIN LP		3,178.37
107427	10/14/22	Printed			7929	DEAN BROWN		97.61
107428	10/14/22	Printed			1573	DEPARTMENT OF JUSTICE		224.00
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107432	10/14/22	Printed			2019	DRISCOLLS		129.90
107433	10/14/22	Printed			5134	FORENSIC DRUG TESTING SERVICES		65.00
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107441	10/14/22	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,700.00
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107444	10/14/22	Printed			5033	INFO SEND INC.		5,927.48
107445	10/14/22	Printed			7925	JENNIFER WILSON		64.90
107446	10/14/22	Printed			7613	JON CAZARES		66.55
107447	10/14/22	Printed			7651	JOSEPH LOYD		164.57
107448	10/14/22	Printed			2868	JOSHUA RODRIGUEZ		145.67
107449	10/14/22	Printed			5580	KOPPEL & GRUBER PUBLIC FINANCE		14,226.70
107450	10/14/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		178.99
107451	10/14/22	Printed			696	LEONARD BARRA		353.01
107452	10/14/22	Printed			7931	MARIA MARQUEZ		186.69
107453	10/14/22	Printed			7927	MARIO HERNANDEZ		165.77
107454	10/14/22	Printed			6499	MARIO ROACHO		3,500.00

Check Register Report

Date: 10/25/2022

Time: 4:59 pm

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CITY OF IMPERIAL

BANK: UNION BANK

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107456	10/14/22	Printed			3897	QT SANITATION		2,150.00
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107458	10/14/22	Printed			7343	ROVE ENGINEERING INC		130,314.83
107459	10/14/22	Printed			979	SELLERS PETROLEUM		17,579.37
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107461	10/14/22	Printed			135	SOCALGAS		171.03
107462	10/14/22	Printed			2365	SPARKLETTS		465.38
107463	10/14/22	Printed			091	STAPLES CREDIT PLAN		211.77
107464	10/14/22	Printed			6193	STRADLING YOCCA CARLSON&RAUTH, TIMOTHY STRANGE		6,427.50
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107469	10/14/22	Printed			7926	VERIZON WIRELESS		3.54
107470	10/14/22	Printed			611	VICTOR & GUADALUPE FLORES		4,741.94
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107472	10/14/22	Printed			7930	WEBB AND ASSOCIATES		71.61
107473	10/14/22	Printed			1568	WELLS FARGO BANK		3,996.20
107474	10/14/22	Printed			1154	WILKINSON REAL ESTATE		5,000.00
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107597	10/19/22	Printed			1642	AIRWAVE COMMUNICATIONS		2,029.69
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107613	10/19/22	Printed			2318	EL CENTRO MOTORS		330.00
107615	10/19/22	Printed			207	ELMS EQUIPMENT RENTAL, INC.		1,355.20
107616	10/19/22	Printed			164	FERGUSON ENTERPRISES, INC.		103.84
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Check Register Report

Date: 10/25/2022

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CITY OF IMPERIAL

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107625	10/19/22	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH		650.00
107626	10/19/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		11,993.11
107627	10/19/22	Printed			1336	IMPERIAL LANDFILL- 4136		8,713.42
107628	10/19/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
107629	10/19/22	Printed			221	IMPERIAL PRINTERS 22-		91.59
107630	10/19/22	Printed			5033	INFO SEND INC.		2,903.37
107631	10/19/22	Printed			1927	IV TELECOMMUNICATIONS		17,325.00
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107633	10/19/22	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		1,361.44
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107635	10/19/22	Printed			868	K-C WELDING & RENTALS, INC.		422.16
107636	10/19/22	Printed			2901	KIMBALL MIDWEST		685.74
107637	10/19/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		854.99
107638	10/19/22	Printed			5230	LABOR COMPLIANCE CONSULTANTS		1,000.00
107639	10/19/22	Printed			1996	LEE TIRE CO.		3,177.47
107640	10/19/22	Printed			101	LINCOLN LIFE		1,279.67
107641	10/19/22	Printed			2028	MAD GRAPHIX INC.		323.25
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107643	10/19/22	Printed			2295	NEW BORDER TACTICAL, INC		98.91
107644	10/19/22	Printed			2295	NEW BORDER TACTICAL, INC		189.33
107645	10/19/22	Printed			2510	NTU TECHNOLOGIES, INC.		21,467.36
107646	10/19/22	Printed			4481	O'REILLY		615.66
107647	10/19/22	Printed			172	PYRAMID CONSTRUCTION		80.01
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107649	10/19/22	Printed			694	REXEL OF AMERICA, LLC		304.63
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107651	10/19/22	Printed			7622	ROBERT MARTINEZ		63.91
107652	10/19/22	Printed			1637	ROMEO'S CAR WASH		154.00
107653	10/19/22	Printed			3526	RSD		1,020.40
107654	10/19/22	Printed			957	SC FUELS		5,424.55
107655	10/19/22	Printed			979	SELLERS PETROLEUM		715.36
107656	10/19/22	Printed			1239	SHERWIN-WILLIAMS		290.52
107657	10/19/22	Printed			7937	SHINE INVESTMENTS		83.58
107658	10/19/22	Printed			3262	SIMNSA HEALTH PLAN		11,853.41
107659	10/19/22	Printed			7878	SIMPSON SANDBLASTING &		218,033.55
107660	10/19/22	Printed			5257	SKM ENGINEERING LLC		895.60
107661	10/19/22	Printed			091	STAPLES CREDIT PLAN		1,116.33
107662	10/19/22	Printed			7934	STEVEN YONAN		54.80
107663	10/19/22	Printed			1265	SUPERIOR READY MIX CONCRETE LP		267.92
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107671	10/19/22	Printed			5837	U.S. BANK		10,150.21
107672	10/19/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
107673	10/19/22	Printed			1100	USA BLUEBOOK		3,467.95
107674	10/19/22	Printed			611	VERIZON WIRELESS		965.20

Check Register Report

Date: 10/25/2022

Time: 4:59 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
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107677	10/19/22	Printed			1568	WEBB AND ASSOCIATES		52,465.09
107678	10/19/22	Printed			7885	WEST SIDE LENDING		100.00
107679	10/19/22	Printed			1827	WILKINSON REAL ESTATE		78.46
107680	10/19/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		13,033.45
107681	10/19/22	Printed			487	XPRESS LUBE		208.47

Total Checks: 152

Checks Total (excluding void checks): 1,011,939.99

Total Payments: 152

Bank Total (excluding void checks): 1,011,939.99

Total Payments: 152

Grand Total (excluding void checks): 1,011,939.99

DATE SUBMITTED November 2, 2022

SUBMITTED BY City Manager

DATE ACTION REQUIRED November 2, 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: Appointment of Imperial Valley Telecommunications Authority Representative and alternate.

DEPARTMENT INVOLVED:
City Manager

BACKGROUND/SUMMARY:

Imperial Valley Telecommunications Authority ("IVTA") is a joint powers authority ("JPA") made up of local cities, the county, IID, hospitals, school districts and special districts. The JPA calls for each member to annually designate a representative, an alternate, business contact, technology contact and facilities contact. Historically, it appears that the representative for the City of Imperial has been the City Manager with our IT Director as alternate. The IT Director has attended the monthly meetings. The staff recommendation is to continue the existing appointment of City Manager as the primary contact and IT Director as Alternate Contact and include the appointment on the list for council confirmation on an annual basis. Staff also recommends that you allow the City Manager to appoint the business, technology and facilities contacts.

FISCAL IMPACT: TO BE DETERMINED

FINANCE
INITIALS



STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION: Approve City Manager as representative, IT Director as alternate and authorize City Manager to make appointment of business contact, technology contact and facilities contact.

CITY
MANAGER's
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

Agenda Item**No.****D-3**

DATE SUBMITTED

10/26/2022

COUNCIL ACTION

()

PUBLIC HEARING

()

REQUIRED

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS



SUBMITTED BY

Public Services

DATE ACTION REQUIRED

11/02/2022**IMPERIAL CITY COUNCIL
AGENDA ITEM**SUBJECT: End
Emergency Repair
Aten Reservoir**DISCUSSION/ACTION:**

- I. End Emergency declared by Resolution 2022-23.

DEPARTMENT INVOLVED: Public Services - WTP

BACKGROUND/SUMMARY:

A supply line at the Aten Reservoir Tank developed a leak that was discovered in January of 2022, that could have comprised the water delivery and system if gone unrepaired.

Repairs were completed by A&R Construction in April 2022.

FISCAL IMPACT: N/A

FINANCE
INITIALS

STAFF RECOMMENDATION: Approve to End Emergency

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Agenda Item No. E-3

DATE SUBMITTED March 30, 2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED April 6, 2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Adopt resolution declaring emergency, ratifying action taken and authorizing payment.

BACKGROUND/SUMMARY:

On January 6 of this year, it was discovered that the supply line conveying potable water to the Aten Reservoir Tank developed a leak. Pictures are attached. Because of the age of the line and the cause of the leak being corrosion, there was concern that if the line were to fail completely, then water service to the area served by the tank would be compromised. The result would be impacts to public health and safety. Repair of the line was undertaken on an emergency basis with the approval of the City Manager. Parts were ordered and arrived on February 18. Replacement was completed on February 24, 2022. It is requested that the council approve the resolution which declares the emergency, ratifies action taken by staff to address the emergency and authorizes payment for the repair.

FISCAL IMPACT: \$49,428.12 to A & R Construction

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approve

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS DM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

RESOLUTION NO. 2022-23

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

WHEREAS, the City operates and maintains a water conveyance and storage system, a portion of which is commonly referred to as the Aten Reservoir Tank; and

WHEREAS, the sole source of potable water to the Aten Reservoir Tank developed a leak; and

WHEREAS, given the age and appearance of the supply line, there was concern that the supply line could fail; and

WHEREAS, if the supply line were to fail, potable water delivery to the Aten Reservoir Tank would cease and potable water delivery to the area of the city served by the Aten Reservoir Tank would be compromised thereby creating a public health and safety hazard; and

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

WHEREAS, in order to safeguard the public health and safety, it was necessary to take immediate action to repair the supply line; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager to cause the supply line to be repaired and authorize payment for the emergency repair.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

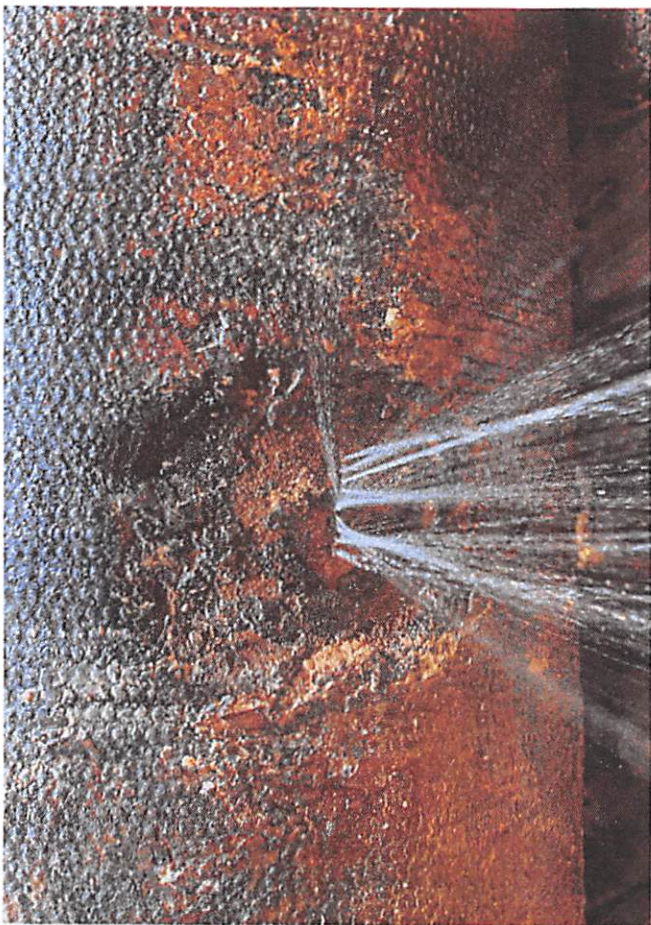
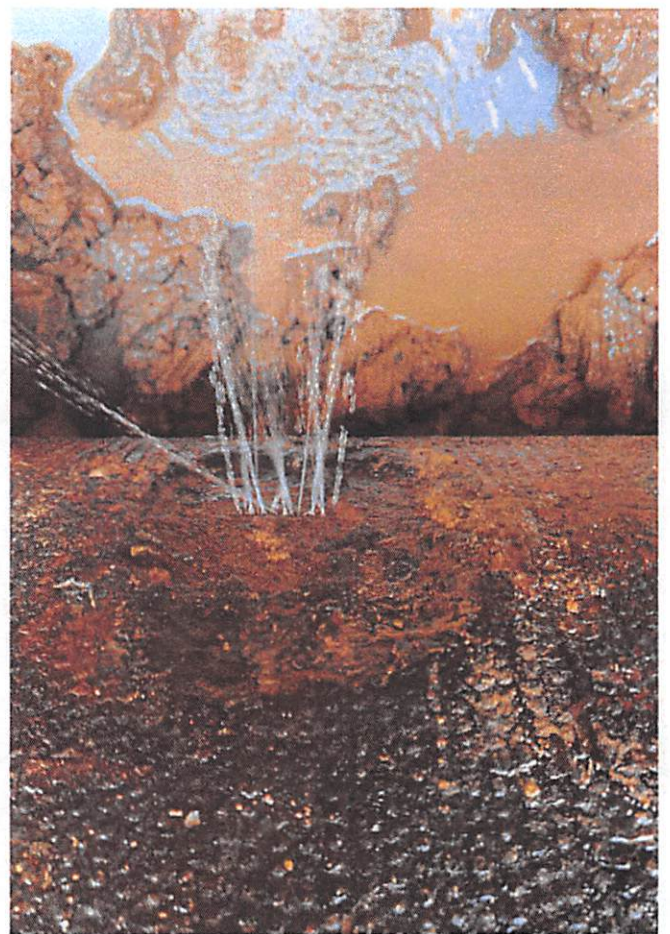
1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council declares that the public interest and necessity demanded the immediate expenditure of public money to safeguard life, health or property, and hereby ratifies action taken by staff and the City Manager to cause the supply line to be repaired on an emergency basis to safeguard life, health or property in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.
3. The City Council authorizes payment for repair of the supply line to A & R Construction in the sum of \$49,428.12.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council
this 6th day of April, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk





OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CONTRACT INVOICE

TO: City of Imperial
420 South Imperial Ave.
Imperial CA 92251

Invoice#: 2177
Invoice Date: 03/18/2022
Due Date: 04/17/2022
Phase# 0

Description	Amount
-------------	--------

JOB# 2022-20

JOB NAME: Water Tank Fill Line Repair

JOB LOCATION: Aten Storage Tank

JOB DESCRIPTION: Replace leaking 16 inch ductile iron pipe with new 16 inch C-905 for approximately 160 Ft. Make connections to existing C-905 and above ground tank piping with new fittings and thrust blocks.

Equipment:

Equipment Trucking In/Out 6 hrs @ \$110/hour	660.00
Backhoe 7 hrs @ \$135/hour	945.00
330 Excavator 17.5 hrs @ \$250/hour	4,375.00
938 Loader 1 hr @ \$165/hour	165.00
Service Truck 25.5 hrs @ \$65/hour	1,657.50

Labor:

Foreman 14.5 hrs @ \$100/hour	1,450.00
Labor 57.5 hrs @ \$90/hour	5,175.00

Non-Taxable Amount:	23,939.18
Taxable Amount:	23,655.63
Sales Tax:	1,833.31
Retention:	0.00
Amount Due:	49,428.12

Please Pay This Amount

\$49,428.12

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Please make check payable to Terry Robertson, Inc. dba: A&R Construction

Thank You for your prompt payment!

Contract Invoice

Continued...

Invoice # 2177
Page # 2 of 2

Description	Amount
Materials:	
Crusher Fines 100 Tons @ \$18	1,800.00
Concrete	848.88
Demo Haul Off	160.00
Pipe	14,317.56
Fittings and Hardware	9,338.07
Freight	694.78
15% Overhead & Profit	8,208.02



OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION:

Name of Claimant: Terry Robertson, Inc. dba: A&R Construction

Name of Customer: City of Imperial

Job Location: Water Tank Fill Line

Owner: City of Imperial

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn.

Maker of Check: City of Imperial

Amount of Check: 49,428.12

Check Payable To: Terry Robertson, Inc. dba: A&R Construction

EXCEPTIONS:

This document does not affect any of the following:

Disputed claims for extras in the amount of: _____

SIGNATURE:

Claimant's Signature: Melissa Plunkett

Claimant's Title: Office Personnel

Date of Signature: 03/13/22

		Agenda Item	
		No.	D-4
DATE SUBMITTED	<u>10/26/2022</u>	COUNCIL ACTION	()
		PUBLIC HEARING	()
SUBMITTED BY	<u>Public Services</u>	REQUIRED	
		RESOLUTION	()
DATE ACTION REQUIRED	<u>11/02/2022</u>	ORDINANCE 1 ST READING	()
		ORDINANCE 2 ND READING	()
		CITY CLERK'S INITIALS	<i>AB</i>

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: End Emergency Repair WTP Breaker	DISCUSSION/ACTION: 1. End Emergency declared by Resolution 2022-62
---	---

DEPARTMENT INVOLVED: Public Services - WTP

BACKGROUND/SUMMARY:

A main breaker tripped and deemed unrepairable at the Water Treatment Plant on Aug 24th, 2022 and declared an Emergency September 21st, 2022.

New breaker has been installed by Controlled Electric on September 21st, 2022.

FISCAL IMPACT: N/A

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approve to End Emergency

DEPT. INITIALS *[Signature]*

MANAGER'S RECOMMENDATION:

Approve

CITY
MANAGER'S
INITIALS *[Signature]*

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Agenda Item No. E-4

DATE SUBMITTED 09/14/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 09/21/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Emergency Purchase of 2000 AMP Breaker	DISCUSSION/ACTION: 1. Discuss and approve Emergency Purchase of 2000 AMP Main Breaker at WTP
DEPARTMENT INVOLVED: Public Services - WTP	
BACKGROUND/SUMMARY: On August 24 th , 2022 at approximately 8:00 PM. the main breaker tripped for no apparent reason after several attempts to reset before doing so. Watson Electric was called to respond to emergency trip, where they were able to indicate the breaker failure and could occur without further warning.	
FISCAL IMPACT: Estimated not to exceed \$45k for parts & labor	FINANCE INITIALS <i>DP</i>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <i>[Signature]</i>
MANAGER'S RECOMMENDATION: <i>Approve staff recommendation to repair emergency breakers</i>	CITY MANAGER'S INITIALS <i>AM</i>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

INVOICE

444 W. State Street

	Subtotal	\$24,500.00
	Sales Tax (8.25%)	\$2,021.25
Title to merchandise passes at point of shipment. Claims for short or damaged merchandise should be made to carrier. A service charge of 2 % per month, but not to exceed the highest amount lawfully allowed by contract in this state. Will be made on all past due accounts.	Payments/Credits	\$0.00
Remit payment to: Control Parts & Electrical Supplies 444 W State Street, EL Centro, CA 92243	Balance Due	\$26,521.25

RESOLUTION NO. 2022-62

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. The above-referenced recitals are true and correct; and**
- 2. All businesses and residents of the City of Imperial rely upon potable water and the failure of the Breaker risks the public access to potable water which is an emergency; and**
- 3. Based on substantial evidence that shall be set forth in the minutes of this meeting, the emergency would not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.**

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The above-referenced recitals are true and correct and are incorporated herein.**
- 2. The City Council declares that the public interest and necessity demands the immediate expenditure of public money to safeguard life, health or property, and hereby ratifies action taken by staff and the City Manager to procure a Breaker and arrange installation of same on an emergency basis to safeguard life, health or property in accordance with Public Contract Code Section 22050 and without otherwise complying with bid requirements required by law.**
- 3. The City Council authorizes payment for procurement of a Breaker, such cost to include taxes, shipping and related costs. Such cost is estimated to be in the range of \$30,000.00 and further authorizes payment for installation of same on an emergency basis.**

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

Geoff Dale, Mayor

ATTEST:

City Clerk

DATE SUBMITTED 10/26/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 11/02/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Purchase of Influent Meters I. Discuss, Approve/Disapprove purchase of Influent Meters

DEPARTMENT INVOLVED: Public Services - WW

BACKGROUND/SUMMARY:

Currently the Wastewater Treatment Plant has two meters; both are not supported and one is non-functioning. In order to be compliant with State reporting of influent flow, Public Services would like to purchase two influent flow meters and supporting equipment. This will ensure proper operational process and the City meet State requirements.

FISCAL IMPACT: \$14,959.21 + Labor & Fees

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approve

DEPT. INITIALS Jackson

MANAGER'S RECOMMENDATION:

Approve

CITY
MANAGER'S
INITIALS Atton

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Gold Coast Environmental



1868 Palma Drive, Suite I
Ventura, CA 93003
(805) 498-3811

Quote

Quote : 3761

BILL TO:	SHIP TO:
City of Imperial 420 S. Imperial Ave Imperial, CA 92251	WRF Attn: Chris Kemp

PROJECT	DUE DATE	TERMS
	11/16/2022	Net 30

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
		Sites:WRF		
2	Siemens	Siemens 12" Mag 5100W - EPDM 7ME6520-5DJ12-2AA2 SITRANS FM MAG 5100 W Electromagnetic flow sensor, flanged, diameter DN 15 to DN 1200 (1/2" to 48"). Suitable for volume flow measurement of liquids (conductive) , for applications in water abstraction, water & wastewater treatment, water distribution networks, custody transfer metering. 0 . 5D DN300, 12 Inch J ANSI B 16.5, class 150 1 Carbon steel flanges ASTM A 105, corrosion-resistant coating of category C4 2 Liner Material: EPDM 2 Hastelloy C-276 A Sensor for remote transmitter (order transmitter separately) A No bus communication 2 1/2 inch NPT Polyamid Terminal box or 6000 I compact.	4,505.24	9,010.48T
2	Siemens	Siemens MAG 5000 7ME6910-1AA10-1AA0 Lead time 22-24 ARO MAG 5000 IP67 PLASTIC 230V MAG 5000, IP67 / NEMA 4X/6, Polyamid enclosure, With display, 115-230V AC 50/60 Hz	1,860.93	3,721.86T

Thank you for your business.	Subtotal
Quotes valid for thirty (30) days from above date. Order will be placed upon receipt of PO or prepayment. 50% deposit may be required prior to order. **Credit Card transactions include a 3.25 % charge for all credit card transactions which is collected by the credit card processing company and will be added to the amount due. * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.	Sales Tax (7.75%)
Signature: _____	TOTAL CONT.

**Gold
Coast**



Environmental

1868 Palma Drive, Suite I
Ventura, CA 93003
(805) 498-3811

Quote

Quote : 3761

BILL TO:	SHIP TO:
City of Imperial 420 S. Imperial Ave Imperial, CA 92251	WRF Attn: Chris Kemp

PROJECT	DUE DATE	TERMS
	11/16/2022	Net 30

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2	Siemens	Siemens Mag Cable Kit - 10m A5E01181647 SITRANS F M Accessory MAG 5000/6000 2x 10 m (32.8 ft) Cable kit including standard coil cable, 3x 1.5 mm2 (3x 0.0024 inch2), gage 18, single shielded with PVC jacket, and special electrode cable, 3x 0.25 mm2 (3x 0.0004 inch2), double shielded with PVC jacket, temperature range: -30...+70 °C (-22...+ 158 °F)	250.47	500.94T
2	Siemens	Siemens Wall Mt Kit FDK:085U1053 Wall mounting unit, 4x 1/2 NPT cable glands Labor to be provided on a separate quote after GCE completes a site visit to evaluate installation scope.	324.99	649.98T

Thank you for your business.			Subtotal	\$13,883.26
Quotes valid for thirty (30) days from above date. Order will be placed upon receipt of PO or prepayment. 50% deposit may be required prior to order. **Credit Card transactions include a 3.25 % charge for all credit card transactions which is collected by the credit card processing company and will be added to the amount due. * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery. Signature: _____			Sales Tax (7.75%)	\$1,075.95
			TOTAL	\$14,959.21

DATE SUBMITTED 10/26/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 11/02/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT : DISCUSSION/ACTION:

Approve Parts &
Repair Vactor
Truck

1. Discuss, Approve/Disapproved purchase of parts repair for Vactor Service Truck

DEPARTMENT INVOLVED: Public Services- Water & Wastewater

BACKGROUND/SUMMARY:

Public Services would like to move forward with the repairs and service needed for the City's Vactor Truck. It is vital to maintain this piece of equipment to service distribution and collection systems and crucial for emergency responses.

FISCAL IMPACT: Not to Exceed \$30k

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS *[Signature]*

MANAGER'S RECOMMENDATION:

Approve

CITY
MANAGER'S
INITIALS *OTM*

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

HAAKER

EQUIPMENT COMPANY

Parts & Service Estimate Form

2070 N. White Ave La Verne CA 91750 Phone: 909-598-2706 Fax: 909-594-0498

Customer: CITY OF IMPERIAL Date: 10/26/2022

Equipment Type: VACTOR Serial Number: 13-04V-13801

Customer Contact: _____ Work Order Number: PENDING

Customer Email: _____ Estimate Revision: 0

Customer Phone: _____

Haaker Contact: Sara Irwin 619-569-1946

Shipping Method: _____ Shipping To: _____

Qty.	Stock No.	Description	Unit Price	Total
1	62180RP	REBUILT RODDER PUMP	\$13,500.00	\$13,500.00
5	32887D	QUICK CLAMPS FOR HOSE	\$27.00	\$135.00
1	510826	ORANGE RDB BELT	\$2,218.32	\$2,218.32
1	55580G	LAERAL HOSE REEL (RED ON BUMPER)	\$1,661.30	\$1,661.30
1	510934A	RDB HOSE	\$4,344.13	\$4,344.13

NOTES: *UPON ASSESMENT OF CORE CREDIT COULD BE ISSUED ON RODDER PUMP REBUILT*

TOTAL PARTS	\$21,858.75
FREIGHT	\$0.00
SALES TAX	7.75% \$1,720.14
HEC LABOR HOURS	18 @ \$ 187.00 \$3,366.00
SUBLET LABOR	
MISC PER DIEM	\$450.00
ENV CHARGES/SHOP SUPPLIES	10.0% \$336.60
TRAVEL	\$450.00
Grand Total:	\$28,181.49

Approved: ☐ By: ☐

Due to fluctuation in materials and components, all estimated prices are subject to change and are not guranteed.

After tear down additional parts and labor may be required to complete this repair due to unforeseen issues.

Sales tax will be calculated and charged based on current rates for the location of the sale at time of invoice.

Any sales tax shown is subject to change.

DATE SUBMITTED 10/26/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 11/02/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 Purchase of Crack Sealer

1. Approve purchase of crack sealer for regulatory street maintenance.

DEPARTMENT INVOLVED: Public Services - Streets

BACKGROUND/SUMMARY:

Crack sealer is used to help maintain and prolong street longevity and is used on a daily basis and is purchased in smaller amounts regularly. Due to price increases in the last few months and possible future increases, the Streets department would like to purchase this product in bulk. This will secure current pricing, product in-stock availability, save on shipping costs and to ensure the ability to continue the crack sealing maintenance program.

FISCAL IMPACT: \$36,342.00 - Asphalt Kingdom

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approve

DEPT. INITIALS [Signature]

MANAGER'S RECOMMENDATION:

Approve

CITY
MANAGER'S
INITIALS Don

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Imperial City Shop
Jisela Solorzano
igonzalez@cityofimperial.org
tel: 7605400723

Ship To :
720 E 14th St
Imperial, California
United States
92251

Bill To :
420 South Imperial Avenue
Imperial , California
United States
92251

	Item	Qty	Unit Price	Totals
	Deery Super Stretch Crack Filler- 300 Boxes / 9,000 lbs	4	\$8,200.00	\$32,800.00

Discount	: -\$0.00
Shipping	: \$1,000.00
Subtotal	: \$33,800.00
Tax	: \$2,542.00
Grand Total	: \$36,342.00

Comment :

Good day Isaiah, here is the quote for 16 pallets of crack filler, delivered to your location. Please call me if you have any questions and if you are ready to order. This is at a specially discounted rate, and we saved you a lot in shipping as well. Thank you for the opportunity to earn your business. Glenn EX T 33

Agenda Item No. F-1

DATE SUBMITTED 10/25/2022
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED 11/02/2022

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

THE SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM FOR THE ATEN BOULEVARD REHABILITATION PROJECT BETWEEN OLD SR-86 AND THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD TO BE PROGRAMMED IN THE FEDERAL FISCAL YEARS 2025-2026 VIA RESOLUTION NO. 2022-69.

1. **APPROVE RESOLUTION NO. 2022-69.**

DEPARTMENT COMMUNITY DEVELOPMENT
INVOLVED:

BACKGROUND/SUMMARY:

The Imperial County Transportation Commission (ICTC) conducted the 2022 Mini-Call for Projects for both the Congestion Mitigation and Air Quality (CMAQ) Program and the Surface Transportation Block Grant (STBG) Program to be programmed in the federal fiscal years **2025-2026**.

The City applied for **STBG** program funds for the Aten Boulevard Rehabilitation Project between Old SR-86 and the West Right-of-Way Line of the Southern Pacific Railroad. Project applications were rated and ranked by Imperial County Transportation Commission (**ICTC**) Committee and will be submitted to the Technical Advisory Committee (**TAC**) for approval. A resolution for each STBG application submittal is required by ICTC.

The Scope-of-work includes that the roadway will be grinded approximately 2", then an overlay system of a composite layering which includes a leveling course, ARAM (Asphalt-Rubber Aggregate Membrane) and a final hot mix asphalt will be installed and subsequently the project will be completed with the installation of all new thermoplastic striping, wayfinding markers and 4-foot wide bike lanes on both sides of the road to increase cyclist safety by reducing the number of crossings needed to travel down Aten Blvd. The proposed materials will provide safe anti-skid surface even during rainy conditions. Traffic signs will also be installed to increase motorist awareness and further increasing bicyclist safety.

The project is a continuation of the approved Aten Blvd Rehabilitation project from Vilore Way to Old SR-86 which is anticipated to be completed mid-2023. The goal is to rehabilitate the full length of Aten Blvd within its city limits.

The preliminary cost estimate is **\$598,667.12** to be paid with STBG and Local funds as follows:

STBG (88.53%) = \$ 530,000.00
City (11.47%) = \$ 68,667.12 (from Circulation and LTA Measure D funds)

See Attachments 1, 2 & 3 for details.

FISCAL IMPACT: The City is required to provide 11.47 % (\$68,667.12) local match funds in order to obtain the 88.53% State/Federal funding.	ADMIN SERVICES SIGN INITIALS <u>DD</u>
STAFF RECOMMENDATION: 1. Approval of Resolution No. 2022-69.	DEPT. INITIALS <u>DM</u>
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER's INITIALS <u>DM</u>
MOTION: SECONDE D: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

ATTACHMENT 1

BEFORE THE CITY OF IMPERIAL RESOLUTION NO. 2022-69

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING
AN APPLICATION SUBMISSION TO OBTAIN FUNDING THROUGH THE FY 2025-2026
SURFACE TRANSPORTATION BLOCK GRANT (STBG)

WHEREAS, the City of Imperial is able to apply for and receive Federal and State funding including Surface Transportation Block Grant (STBG) funds; and

WHEREAS, AB 1012 requires that state and federal funds be expended in a timely manner; and

WHEREAS, the City of Imperial desires to ensure that its project are delivered in a timely manner to avoid losing funds for non-delivery; and

WHEREAS, it is understood by the City of Imperial that failure for not meeting project milestone dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of Imperial will submit an application for *Aten Boulevard Rehabilitation Project between Old SR-86 and the West Right-of-Way Line of the Southern Pacific Railroad* with an estimated project cost of \$598,667.12; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Imperial hereby agrees to ensure that all project milestone schedules for all project phases will be met or exceeded, and:

- a. The opportunity for public comment was provided at a public meeting;
- b. Local funds in the amount of 11.47% from Circulation and LTA Measure D funds will be used to leverage the federal funds for the project;
- c. Project is consistent with circulation element of the agency's general plan planning process;
- d. Project is consistent with the adopted pavement management plan.
- e. The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

THE FOREGOING RESOLUTION was passed and adopted by the City Council of the City of Imperial on _____, 2022.

AYES:
NOES:
ABSTAIN:
ABSENT

Signed: _____
Geoffrey D. Dale, Mayor

ATTEST:

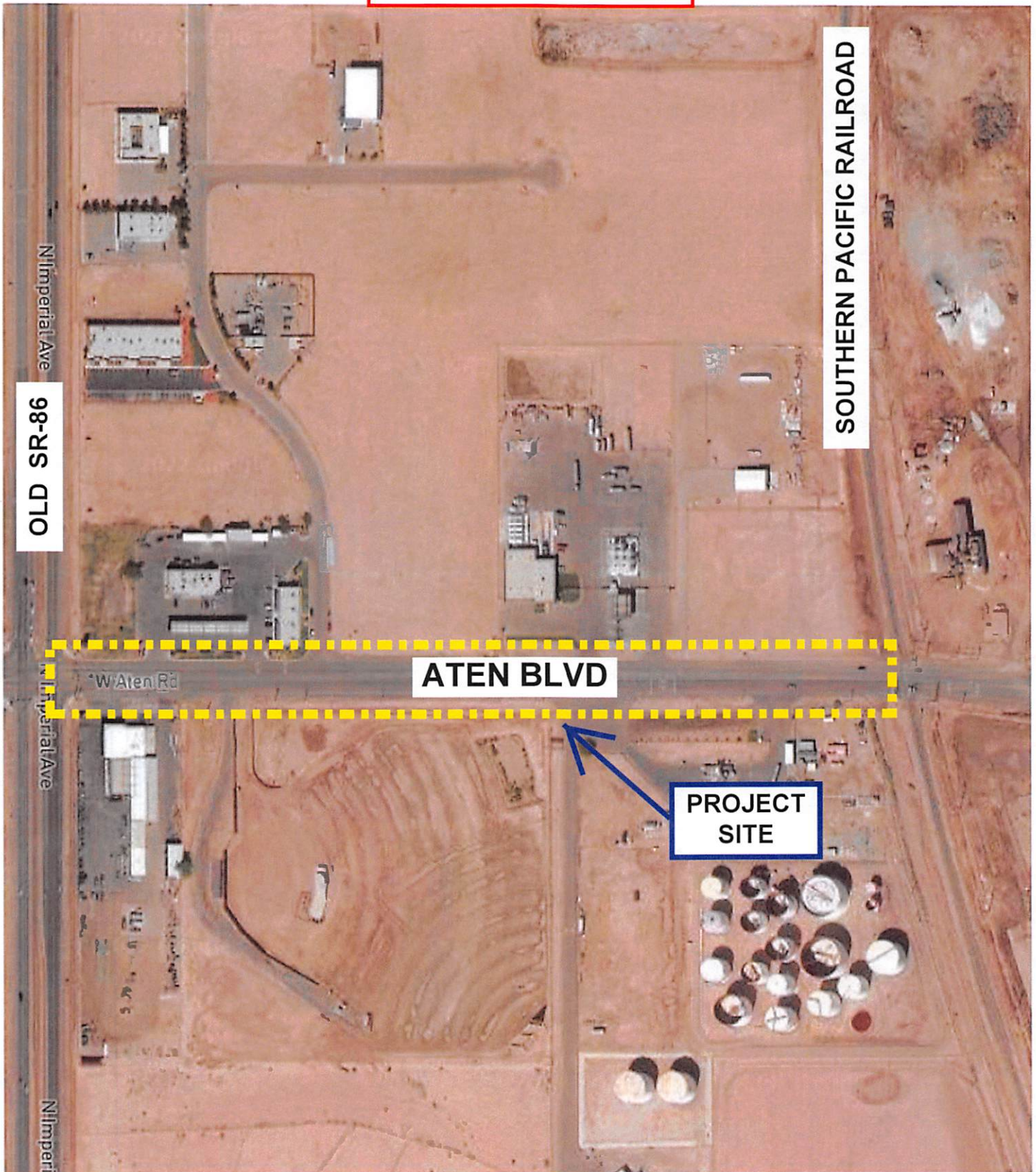
Signed: _____
Dennis H. Morita, City Clerk

ATTACHMENT 2

ICTC's Final Proposed STBG Distribution

DRAFT 2022 Mini Call For Projects STBG FUNDING APPORTIONMENTS			Proposed Funding Distribution FY2025/26 STBG	
Agency	Priority	Project	FY2025/2026	Total
Calexico	1	Cole Boulevard between Scaroni Road and Railroad Crossing Rehabilitation Project	\$ 519,000	\$ 519,000
				\$ 519,000
Calipatria	1	Main Street Roadway Rehabilitation Project between Lake Avenue and Sorenson Avenue/SR 111	\$ 497,000	\$ 497,000
				\$ 497,000
El Centro	1	Imperial Avenue Overlay, Orange Avenue to Adams Avenue	\$ 541,000	\$ 541,000
				\$ 541,000
Imperial	1	Aten Boulevard Rehabilitation Project between Old SR-86 and Southern Pacific Railroad	\$ 530,000	\$ 530,000
				\$ 530,000
County	1	Bowker Road Rehabilitation from Jasper Road to Calexico City Limits	\$ 511,000	\$ 511,000
				\$ 511,000
Programmed				\$ -
Proposed			\$2,598,000	\$2,598,000
Available			\$2,598,000	\$2,598,000
Over/Under programmed			\$0	

ATTACHMENT 3



SITE PLAN:
ATEN BOULEVARD REHABILITATION PROJECT BETWEEN
OLD SR-86 AND THE WEST RIGHT-OF-WAY LINE OF THE
SOUTHERN PACIFIC RAILROAD

DATE SUBMITTED 10/28/2022
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 11/02/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: A RESOLUTION OF THE CITY COUNCIL REGARDING
 UNALLOCATED FUNDS ACCOUNT

1. Approval of Resolution 2022-70 Regarding Treatment of an Unallocated Fund Account in the City of Imperial General Fund for Purposes of Reconciliation of the FY 19/20 Single Audit and Completion of FY 20-21 and FY 21-22 Municipal Audit.

DEPARTMENT INVOLVED: City Manager's Office & City Attorney

BACKGROUND/SUMMARY:

On August 31, 2022, it was brought to the City Manager's attention that the City had just over \$300,000 dollars in outstanding unreconciled funds. It was confirmed by our auditors, that this had been a growing state of affairs over the last two fiscal years. In an effort to maintain city operations and meet state and federal reporting deadlines, our Auditors are requesting the Council's consideration in adopting Resolution 2022-70.

FISCAL IMPACT: To Be Determined
 \$326,000.00 Unallocated/Unreconciled Fund

ADMIN SERV
 INITIALS _____

STAFF RECOMMENDATION: It is staff's recommendation to approve the resolution, contingent on conducting a forensic review of the general fund and reconciling to account through a third party.

DEPT. INITIALS AB

MANAGER'S RECOMMENDATION:

approve

CITY
 MANAGER'S
 INITIALS DJM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

RESOLUTION NO. 2022-70

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL REGARDING
TREATMENT OF AN UNALLOCATED FUND ACCOUNT IN THE CITY OF
IMPERIAL GENERAL FUND FOR PURPOSES OF RECONCILIATION OF FISCAL
YEAR 2019-2020 AUDIT AND COMPLETION OF AUDIT FOR FISCAL YEAR(S) 2020-
2021 AND 2021-2022**

WHEREAS, the City is required to conduct an independent audit of its financial activities on an annual basis; and

WHEREAS, the City has engaged Moss, Levy & Hartzheim, Certified Public Accountants for the purpose of performing an audit of the City's governmental activities, business-type activities, each major fund and the aggregate remaining fund information for the City; and

WHEREAS, amongst the funds maintained by the City is a fund referred to as the General Fund ("GF"); and

WHEREAS, the GF is the primary operating fund of the City and is supported by a variety of revenue sources including taxes, license fees, permit fees, charges for services, fines, forfeitures, investment earnings, rental income and other sources; and

WHEREAS, by virtue of the above referenced sources of revenue, the City, through its GF, supports public safety (police and fire), Public Services, Community Services (library, housing, human services and recreation), Community Development (planning and community development, streets), Parks, Information Technology, Administration (city manager's office, city attorney, human resources, city clerk, finance and human resources) and a variety of other services.

WHEREAS, on an annual basis, the City adopts a budget; and

WHEREAS, the budget is a significant policy document which describes how the City intends to finance its services and infrastructure. The budget reflects the policies, goals and priorities as determined by the Council; and

WHEREAS, The City budget currently contains an account referred to as "unallocated funds" ("UF"); and

WHEREAS, the UF contains entries which reflects funds that appear in accounting records, but do not have a corresponding entry in the City's bank statements; and

WHEREAS, the current amount contained in the UF currently stands at a sum in excess of \$326,000.00; and

WHEREAS, among other things, the City's auditors have advised that the amounts set forth in the UF account must be described in a fashion to allow for reconciliation to the bank statement and, in its current condition, precludes completion of the financial audits; and

WHEREAS, the City Council wishes to take such steps as may be necessary in order to facilitate reconciliation of the Single Audit for fiscal year 2019-2020, and the completion of the Single Audit(s) for fiscal year 2020-2021 and fiscal year 2021-2022 and further to take such steps as may be necessary such that future audits shall not be unduly impeded. In so doing, the City Council recognizes that audit reports will include a disclaimer associated with the UF.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council orders the UF shall be zeroed out and such fund by this or any name shall not be used in the future for the purposes described herein except as may be specifically authorized by the City Manager, in writing.
1. The City Council further orders a complete forensic review of the UF and reconciliation of the account with a report back to Council identifying the contents of said fund and further addressing such other matters as may be determined by city staff.
3. The City Council further orders all aspects of the City's financial practices to be conducted in accordance with generally accepted accounting principles; including, but not limited to, regular reconciliation of its bank accounts.

APPROVED, PASSED AND ADOPTED, at a regular meeting of the City Council this 2nd day of November, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk

DATE SUBMITTED 10/28/2022
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 11/02/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Agreement Between the City of Imperial and MuniTemps Municipal Staffing Solutions		
1. Approval of Agreement Between the City of Imperial and MuniTemps Municipal Staffing Solutions for the Term of Six (6) Months Not to Exceed \$191,000.00.		
DEPARTMENT INVOLVED: City Manager's Office		
BACKGROUND/SUMMARY: On August 31, 2022, it was brought to the City Manager's attention that the City had just over \$300,000 dollars in outstanding unreconciled funds. It was confirmed by our auditors, that this had been a growing state of affairs over the last two fiscal years. The City conducted a search and received several proposals relating to an interim solution. After review, and careful consideration, it is staff's recommendation to enter into an agreement with MuniTemps Municipal Staffing Solutions. The agreement will be for the term of six months, and not exceed \$191,000.00.		
FISCAL IMPACT: Not to Exceed \$191,000.00	ADMIN SERV INITIALS _____	
STAFF RECOMMENDATION: Staff recommends to approve the agreement between the City and MuniTemps to ensure continuity of operations, delivery of service to the City of Imperial, and conduct fiscal review of all accounts, department operations, and provide forensic review of unreconciled accounts.	DEPT. INITIALS <u>alb</u>	
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>VTM</u>	
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()		



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemps**, serving all municipalities from its principal offices at **14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638**, **MAILING ADDRESS: PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **City of Imperial**, with its principal office located at **420 S. Imperial Avenue Imperial, CA 92251** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "AGREEMENT").

Preamble

The execution of this Agreement does not, in and of itself, obligate the CITY to anything, unless and until after the CITY engages candidates or employees of STAFFING FIRM. The attached Exhibits are a part of this AGREEMENT and their purpose is explained below:

1. **Exhibit A (Interim): Quotes the hourly bill rate "range"** for the specific temporary position(s) requested by the CITY. Exhibit A (Interim) includes the CITY's promise not to "back door hire" any candidates presented by STAFFING FIRM.
2. **Exhibit A (Final): Approves "exact" hourly bill rate for Assigned Employee** selected by CITY. **Exhibit A (Final)** also includes the start date, work schedule, and expected length of assignment, which can be terminated at any time by the CITY.
3. **Exhibit B (Timesheet): Filled out by Assigned Employee(s)** showing the hours worked each day during the previous two weeks, and presented for approval to the CITY for biweekly payroll processing and billing by STAFFING FIRM.
4. **Exhibit C (Telecommuting Agreement): Prepared, "if applicable"**, for any Assigned Employees which CITY requests and approves to perform work remotely.
5. **Exhibit D (Position Titles & Bill Rates): Lists all temporary employee positions** available for hire from STAFFING FIRM and the hourly bill rate range for each.

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM is an independent contracting firm with its own employees and will:
 - a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work at the hourly bill rates described in **Exhibit A (Final)**, with all work performed under CITY's supervision at the locations specified on **Exhibit A (Final)**;
 - b. Pay Assigned Employees' wages every two weeks upon receipt of Employee Timesheet (see **Exhibit B**) as signed by CITY, and provide said Assigned Employee with the benefits that STAFFING FIRM offers to its temporary workforce;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:
 - a. Properly supervise Assigned Employees working remotely, or on-site at CITY offices, and be responsible for its municipal operations, systems, services, and intellectual property. Any Assigned Employees requested by the CITY to work remotely requires written approval as described in **Exhibit C**.



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Website: www.munitemps.com

- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and
- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.
- f. CITY shall approve Assigned Employee's biweekly timesheet by **5pm Friday** for payroll and billing for hours worked during the previous two-week pay period. *If Friday is a holiday, the timesheet would need to be approved on Thursday at 5pm.*

Payment Terms, Bill Rates, and Delinquent Invoice Charges

- 3. CITY authorizes its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks **due within 30 days** when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the **Exhibit A (Final)** attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a **biweekly** basis. CITY shall review and approve STAFFING FIRM timesheets as stated in 2.f above to allow Assigned Employees to be paid timely every two weeks. **CITY agrees to pay a LATE FEE of 10% of the invoice amount if STAFFING FIRM'S invoice is not paid within 30 days of the date of each invoice is presented to CITY.**
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other CITY Departments if so directed by the CITY, however, **CITY shall NOT prevent Accounts Payable or any CITY Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.**
- 5. STAFFING FIRM may assign two classes of Employees to CITY: (1) **Overtime Exempt**, which are employees exempt from overtime pay, and (2) **Overtime Eligible**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for exempt employee bills all hours at a flat rate as approved in the attached **Exhibit "A" (Final)**. The Bi-Weekly invoice for non-exempt employees is billed at an hourly rate as shown in the attached **Exhibit "A" (Final)**. The hourly bill rate for non-exempt employees will be **billed at premium bill rates only if CITY directs Assigned Employees to work "outside" the work schedule approved in advance and in writing by CITY and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached **Exhibit "A" (Final)**.

Confidential Information

- 6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated organizations and their CITYs. Both parties agree to hold such information in strict confidence and not to share such information with third parties, or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's



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confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's material breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective for 180 days after termination of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.



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16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and sup
17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
22. The provisions of this Agreement shall be entered into according to the laws of the State of California.

Term of Agreement

23. This Agreement shall remain valid until terminated by either party upon **7 days** notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF IMPERIAL

GOVERNMENT STAFFING SERVICES, INC.

Signature

Dennis H. Morita

Signature

John Herrera

Printed Name

City Manager

Printed Name

President / CEO

Title

Title

Date

Date

GOVERNMENT STAFFING SERVICES, INC.



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EXHIBIT "A" of Municipal Staffing Agreement

Municipality:	City of Imperial
Client Contact:	Alexis L. Brown
Temp Position 1:	Finance Director
Temp Position 2:	Accountant
Class of Assignment:	Exempt
Hourly Rate (Finance Director):	\$150 per hour
Hourly Rate (Accountant):	\$95 per hour
Work Schedule:	Hybrid
Start Date:	TBD
Expected Duration:	6 Months+

Assistant City Manager

John Herrera, CPA or Designee
 Monica Rueda

30 to 40 hours per week
 Not to exceed 25 hours per week

Accountant is 100% remote work

Depending on Needs of CITY.

PROPER SUPERVISION

CITY will properly supervise MuniTemp employee(s), whether they work at CITY's offices or remotely from home, and be responsible for its business operations, services, and intellectual property. CITY will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemp employees to operate any vehicle (see section 2.f. of municipal staffing agreement), or mobile equipment unless approved by MuniTemp in writing.

JOB DESCRIPTION

Position duties as provided for in CITY's job description for Finance Director and Accountant. The assignment is to focus on reconciling the books back to FY 2019/2020 (or last audited), and to clean up the books for FY 2020/2021 and 2021/2022 so the City's auditors can perform their independent audit. All work is performed under the direction and supervision of the City Manager and/or his designee.

OVERTIME / DOUBLETIME BILL RATES

Unless approved in advance in writing, CITY will NOT allow MuniTemp employee to work hours outside the above stated work schedule as this will trigger overtime or doubletime bill rates. The hourly bill rate will be billed at 150% for any overtime hours (more than 8 hours in one day or 40 in a week) and 200% for doubletime hours (more than 12 hours in a day) worked by MuniTemp employees. CITY agrees to pay for any overtime or doubletime hours as requested and pre-approved by the CITY and verified on the signed timesheets.

DIRECT HIRE / CONVERSION FEE OF MUNITEMPS ASSOCIATES

CITY may hire MuniTemp associate "directly" as Employee or as Independent contractor, or "indirectly" through a third party upon paying a direct hire / conversion as follows:

- (1) If MuniTemp associate has worked a "minimum of" 980 hours on this assignment at CITY (per this Exhibit A), CITY may convert the MuniTemp employee to become a permanent employee of CITY at zero buyout fee.
- (2) If MuniTemp associate has worked "less than" 980 hours on this assignment at CITY (per this Exhibit A), CITY shall pay a direct hire / conversion fee equal to 18% of the annualized hourly pay rate (pay rate x 2,080) offered by CITY to MuniTemp associate.

INVOICING & TIMESHEET APPROVER: TCA shall provide the information below for TCA representative who will sign the bi-weekly timesheet.

Note: A/P is primary contact to receive vendor invoices to pay MuniTemp invoices when accompanied by signed timesheet.

Name:

Title:

Email:

Authorized Signature: _____

Date

Exhibit C

MuniTemps Telecommuting Agreement

I. General Work Arrangement

1. This is an agreement between MuniTemps, MuniTemps employee **Assigned Employee(s)** ("employee"), and the **City of Imperial, CA ("the City")** to establish the terms and conditions for performing work at an alternate work site on a regular basis (e.g., on the same day every week, or on some routine basis) *if City approves such work arrangement.*

II. This agreement begins on _____ and serves as Exhibit C to the Municipal Staffing Agreement signed by City on _____, and continues on an on-going basis until terminated by any party. This agreement may be modified or cancelled immediately within one day's written notice. The following conditions apply:

- a. Employee's telecommuting schedule is the same as if they were working the **regular work schedule Monday through Friday** at City offices, and as mutually agreed to with Employee and City's designated supervisor.
- b. City and City's designated supervisor will continue to be responsible for the quantity and quality of work performed by Employee, including ensuring that City records and systems and internal controls are maintained to avoid loss of data or other records.
- c. Employee's regular telecommuting site location: **14241 E. Firestone Blvd, #400, La Mirada, CA 90638.**
- c. City and Employee agree to enter the hours worked and approve the biweekly timesheet via DocuSign by Monday at 10am following the two-week workweek for timely processing of payroll by MuniTemps.
- d. Employee's regular telecommuting phone number is **(866) 406-6864.**

III. While telecommuting, Employee will:

- a. remain accessible during the telecommute work schedule;
- b. check in with the City supervisor to discuss work assignments, issues, or questions.
- c. be available for teleconferences, scheduled on an as-needed basis by MuniTemps or the City;
- d. be available to come into the City's Offices if an urgent business need arises; and
- e. request MuniTemps approval in advance of working any overtime hours already approved by City supervisor.

IV. Employee's duties, obligations, responsibilities, and conditions of employment with MuniTemps remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular City Office work site. The City supervisor reserves the right to assign work as necessary at either City Offices or telecommuting work site.

V. The parties acknowledge that this agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein.

II. Safety & Equipment; Information Security

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to MuniTemps at the earliest reasonable opportunity. **Employee shall take pictures of the work area at alternate work site to demonstrate the standards of safe work environment expected by MuniTemps and send these via email to Payroll@munitemps.com** Employee agrees to hold MuniTemps and the City harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
 - a. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.
 - b. Employee agrees to protect MuniTemps-owned or City-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
 - c. Employee agrees to report to MuniTemps and City supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - d. Employee understands that all equipment, records, and materials provided by MuniTemps shall remain the property of MuniTemps.
2. Employee understands and agrees that they are not authorized to use their vehicle for any City business as they are not insured for this purpose either by the City or by MuniTemps.
3. With reasonable notice and at a mutually agreed upon time, MuniTemps may request updated photos of Employee's telecommute location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of MuniTemps property, and to maintain, repair, inspect, or retrieve MuniTemps property.
4. Employee agrees to return MuniTemps-owned or City-owned equipment, records, and materials within 10 days of termination of this agreement. Within 10 days of written notice, Employee must return company or client-owned equipment for inspection, repair, replacement, or repossession.
5. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all of its provisions.

Employee(s) TBD, MuniTemps Employee

Date

City of Imperial



Date

John Herrera, MuniTemps Branch Manager

Date

Please send this signed agreement to your Finance and HR Divisions for MuniTemps vendor file. The employee and the City representative should each keep a copy of this agreement for future reference.

**EXHIBIT "D"**

Position Titles & Bill Rates

Effective July 1, 2022 to June 30, 2023

FINANCE

Director of Finance	95.00 to 150.00
Principal Finance Analyst	95.00 to 150.00
Controller/Deputy	85.00 to 135.00
Accounting Manager	75.00 to 125.00
Senior Accountant	75.00 to 105.00
Financial/Budget Analyst	65.00 to 95.00
Accountant	55.00 to 95.00
Buyer	55.00 to 85.00
Payroll Technician	45.00 to 75.00
Accounting Technician	35.00 to 55.00
Clerical	25.00 to 45.00

ADMINISTRATION

Chief Executive Officer/CM/GM	150.00 to 200.00
Director of Administrative Services	95.00 to 175.00
Director of Human Resources	95.00 to 150.00
Principal Administrative Analyst	95.00 to 150.00
IT Manager	75.00 to 125.00
Human Resources Manager	75.00 to 125.00
Administrative Analyst	55.00 to 85.00
Human Resources Analyst	55.00 to 85.00
Human Resources Technician	35.00 to 55.00
Municipal Clerk / Clerk Advisor	65.00 to 115.00
Deputy City Clerk / Records Clerk	45.00 to 85.00
Executive Assistant	35.00 to 75.00
Sr. Administrative Assistant	45.00 to 65.00
Administrative Assistant	30.00 to 45.00
Clerical	25.00 to 45.00

ENGINEERING

Director of Engineering	95.00 to 150.00
City Engineer	95.00 to 150.00
Principal Engineer	85.00 to 105.00
Senior Engineer	75.00 to 95.00
Associate Engineer	65.00 to 85.00
Engineering Technician	35.00 to 55.00
Clerical	25.00 to 45.00

PUBLIC WORKS

Director of Public Works	95.00 to 150.00
Deputy Public Works Director	95.00 to 150.00
Wastewater Plant Manager	75.00 to 95.00
Project Manager (Public Works)	65.00 to 150.00
Maintenance Sup. / Supt.	55.00 to 75.00
Maintenance Worker	35.00 to 45.00
Wastewater Operator	55.00 to 75.00
Wastewater Mechanic	65.00 to 75.00
Electrician	65.00 to 75.00
Clerical	25.00 to 45.00

BUILDING & SAFETY

Building Official	95.00 to 150.00
Plan Check Engineer	85.00 to 125.00
Building Inspector	85.00 to 125.00
Code Manager	75.00 to 95.00
Code Enforce. Officer	45.00 to 65.00
Building Permit Tech	35.00 to 45.00
Clerical	25.00 to 45.00

PLANNING

Director of Planning	95.00 to 150.00
Planning Manager	85.00 to 115.00
Senior Planner	75.00 to 95.00
Associate Planner	65.00 to 85.00
Assistant Planner	60.00 to 75.00
Planning Technician	40.00 to 65.00
Clerical	25.00 to 45.00

CITY may hire an assigned Muni Temps employee as its direct employee, as an independent contractor, or through any third party by paying a buyout fee equal to (a) 9% of the annual salary offered by CITY to assigned Muni Temps employee if he/she has worked a minimum of 980 hours on Muni Temps' payroll at the CITY, or (b) 18% of the annual salary offered by CITY to assigned Muni Temps employee if he/she has worked less than 980 hours on Muni Temps' payroll at the CITY. *If City keeps Muni Temps employee on assignment 1,980 hours, or accepts a bill rate on the higher end of the range, the buyout fee may be waived entirely. The buyout fee will be as agreed to and approved in the Exhibit A (Final) by the CITY for each position for each position provided by STAFFING FIRM.*

Every temporary position requested must meet the 24 hours per week *minimum* schedule work requirement.

Rev. 04/27/22 (rates submit to change based on labor market data)



Attachment to Municipal Staffing Agreement

Exhibit "B" of MSA**Two-Week Timesheet**

Pay Period Ending:

MUNICIPALITY Name:

City of Imperial

Employee NAME:

John Herrera, CPA

SUPERVISOR's Name:

Alexis L. Brown

Position TITLE:

Finance Director

SUPERVISOR's Phone #:

(760) 355-1153

Wk#1	Date	Time In	Lunch Start	Lunch End	Time Out	Total Work Hours
Mon	10/10/22					
Tue	10/11/22					
Wed	10/12/22					
Thur	10/13/22					
Fri	10/14/22					
Sat	10/15/22					
Sun	10/16/22					
Wk#2						
Mon	10/17/22					
Tue	10/18/22					
Wed	10/19/22					
Thur	10/20/22					
Fri	10/21/22					
Sat	10/22/22					
Sun	10/23/22					

Reg	OT	DT
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Schedule Type **4/10 M-Th 7:15am - 6:15pm**
(e.g., 9/80, 4/10, 5/8, REMOTE, etc.)

2-WEEKS
TOTAL
HOURS

Scan/email timesheets to
Payroll@munitemps.com or FAX to
(866) 498-6678

<http://www.munitemps.com>

NOTES:

Your signature below authorizes Government Staffing Services, Inc. and MuniTemp's to pay our employee and bill your Agency for the number and type of hours worked as entered in the three columns above. Overtime (OT) hours are billed at 150% of the Regular bill rate you approved in Exhibit A and Doubletime (DT) hours are billed at 200% of the Regular bill rate that you also approved in Exhibit A. Should you decide to convert any MuniTemp's employee to serve your organization directly on your payroll or indirectly through any other third party arrangement, there shall be a conversion (buyout) fee that will be billed to your Agency at the rates you approved in the signed Exhibit A for the employee we assigned for this assignment as shown above. Note: *The conversion fee shall apply to indirect arrangements that include, but are not limited to, retaining our employee's services as an employee, as an independent contractor, or through any another staffing firm or other third party.*

Invoices are considered due and payable upon receipt with this signed timesheet as supporting documentation. If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. MUNITEMPS shall have the right to litigate in Civil Court in Los Angeles County, California all debt-collection matters on delinquent invoices. In the event collection action is initiated by MUNITEMPS to collect such a debt, or any portion thereof, Agency agrees to pay any additional sums, including but not limited to, collection costs, interest, and attorneys' fees.

By signing this timecard, I certify the reported hours are accurate and that I have reported all injuries that may have occurred at this job to MUNITEMPS. Submission of fraudulent timecard entries may subject employee to prosecution. If my assignment has ended and I do not wish to continue working for MUNITEMPS or another assignment, I will notify MUNITEMPS immediately so my payroll can be timely paid.

By signing below, I agree to be billed and to pay all hours as entered (R, OT, DT) on the above timesheet, at the hourly bill rates approved in Exhibit A for this assignment. AGENCY assumes responsibility for all hours approved by AGENCY representative who signs below on this timesheet as Authorized Agency Signature as MUNITEMPS relies on this signature for payroll processing and billing purposes.

Employee Signature (REQUIRED)

Authorized Agency Signature (REQUIRED)

Exhibit "B" of MSA**Two-Week Timesheet**

Pay Period Ending:

MUNICIPALITY Name:

City of Imperial

Employee NAME:

Monica Rueda

SUPERVISOR's Name:

Alexis L. Brown

Position TITLE:

Accountant

SUPERVISOR's Phone #:

(760) 355-1153

Wk#1	Date	Time In	Lunch Start	Lunch End	Time Out	Total Work Hours
Mon	10/10/22					
Tue	10/11/22					
Wed	10/12/22					
Thur	10/13/22					
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Sat	10/15/22					
Sun	10/16/22					
Wk#2						
Mon	10/17/22					
Tue	10/18/22					
Wed	10/19/22					
Thur	10/20/22					
Fri	10/21/22					
Sat	10/22/22					
Sun	10/23/22					

Reg	OT	DT
-	-	-
-	-	-
-	-	-
-	-	-
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-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Schedule Type

4/10 M-Th 7:15am - 6:15pm

2-WEEKS

(e.g., 9/80, 4/10, 5/8, REMOTE, etc.)

TOTAL
HOURS

Scan/email timesheets to
Payroll@munitemps.com or FAX to
(866) 498-6678

NOTES:
<http://www.munitemps.com>

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Employee Signature (REQUIRED)

Authorized Agency Signature (REQUIRED)



GOVESTA-02

TCROME

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/10/2022

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

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

PRODUCER License # 0F76001 CTK North American Insurance Services, LLC / INSURICA 1240 North Lakeview Avenue, #125 Anaheim, CA 92807	CONTACT NAME: PHONE (A/C, No, Ext): (714) 779-2000 FAX (A/C, No): (714) 779-4129 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Government Staffing Services Inc. dba. MuniTemps P.O. Box 718 Imperial Beach, CA 91933	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK2411615	5/10/2022	5/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSIVE ACTS \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2411615	5/10/2022	5/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB813764	5/10/2022	5/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			PHPK2411615	5/10/2022	5/10/2023	\$250,000 Ded \$2,500
A	Professional Liab.			PHPK2411615	5/10/2022	5/10/2023	\$1M per occur / Aggr 2,000,000

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

Employment Practices Liability
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Number: PHUB813764
 Effective Date: 5/10/2022 to 5/10/2023
 Limit of Liability: \$2,000,000/\$2,000,000 Deductible \$25,000
 Retroactive Date: 5/10/2009

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE CERTIFICATE IF A JOB IS AWARDED A CERTIFICATE WILL BE ISSUED UPON REQUEST	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Agenda Item No. F-4

DATE SUBMITTED 10/27/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 11/02/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: Declare Emergency at Hwy 86 & Aten Rd.**

1. Continue Emergency Action of Resolution NO. 2022-60

DEPARTMENT INVOLVED: Public Services – Waste Water

BACKGROUND/SUMMARY:

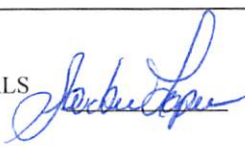
After replacing suction lines at three lift stations back in mid- June, Public Services inspected other pump & lift stations and found four other stations needing suction lines removed and replaced. Bracing and supports for these suctions line have also failed and will be replaced, as well. This is critical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

Public Services is continuing to work with A&R Construction to rectify issues.

FISCAL IMPACT: TBD

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Council continues approval of emergency action

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:



CITY
MANAGER's
INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

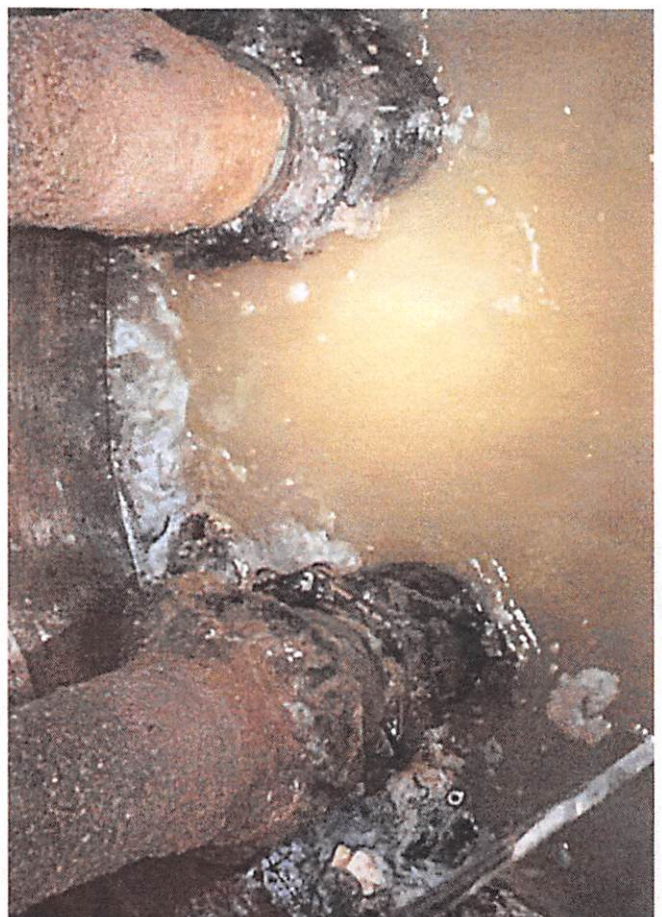
Agenda Item No. E-5

DATE SUBMITTED 09/14/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 09/21/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Emergency Replacement of Pump Station Suction Lines	DISCUSSION/ACTION: 1. Discuss and approve Emergency Replacement of Suction Lines at various Pump & Lift Stations
DEPARTMENT INVOLVED: Public Services – Waste Water Collections	
BACKGROUND/SUMMARY: After replacing suction lines at three lift stations back in mid- June, Public Services inspected other pump & lift stations and found four other stations needing suction lines removed and replaced. Bracing and supports for these suctions line have also failed and will be replaced, as well. This is critical and considered an emergency repair to continuing to provide sewer collection in the areas of: Sandalwood Glen, Sky Ranch, Cross & Colonia Pump/Lift Stations. If lines continue to fail, these lift stations will not be able to function; each one currently has a failed line and are running at 50%.	
FISCAL IMPACT: TBD	FINANCE INITIALS <u>DP</u>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>Jdp</u>
MANAGER'S RECOMMENDATION: <i>approve staff recommendation to repair on emergency basis</i>	CITY MANAGER'S INITIALS <u>SHZM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:



RESOLUTION NO. 2022-60

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

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

Geoff Dale, Mayor

ATTEST:

City Clerk