

AGENDA

**CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
DECEMBER 18, 2019
CLOSED SESSION 6:30 PM
OPEN SESSION 7:00 PM**

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

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

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

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

A-1. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT (54954.5 (e))

TITLE: City Manager

A-2. SUBJECT: REAL PROPERTY NEGOTIATORS

PROPERTY: South Access Road to Imperial County Airport/FedEx

AGENCY NEGOTIATORS: City Manager, City Attorney, Community Development Director

UNDER NEGOTIATION: Instructions to negotiators will include potential acquisition and terms

A-3 SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54954.5 (f))

AGENCY NEGOTIATOR: City Manager

UNREPRESENTED EMPLOYEES: Planner

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. SPECIAL PRESENTATIONS:

D-1. Imperial Police Department "No Shave November" Campaign with Cancer Resource Center of the Desert.

D-2. Recognition of Outgoing Planning Commissioners:
Robert McDade
Charlie Lucas
Geoff Holbrook

E. CONSENT AGENDA:

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

E-1. Approval of claims/warrants report.

E-2. Approval of Treasurers' Report for the month of October 2019.

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

F-1. SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF INTERIM CITY MANAGER.

1. APPOINTMENT OF DENNIS MORITA TO INTERIM CITY MANAGER POSITION.
2. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AS INTERIM CITY MANAGER BETWEEN THE CITY OF IMPERIAL AND DENNIS MORITA.

F-2. SUBJECT: DISCUSSION/ACTION: IMPERIAL COMMUNITY PARK PROJECT.

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR IMPERIAL COMMUNITY PARK PROJECT.
2. AUTHORIZATION TO SEEK BIDS FOR DESIGN AND ENGINEERING OF IMPERIAL COMMUNITY PARK PROJECT.

F-3. SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL LITTLE LEAGUE.

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL VALLEY CHALLENGER LEAGUE FOR THE TERM OF SIX MONTHS.

F-4. SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL LITTLE LEAGUE.

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL LITTLE LEAGUE FOR THE TERM OF SIX MONTHS.

F-5. SUBJECT: DISCUSSION/ACTION: RANGE RECLASSIFICATION WITHIN MSPC COLLECTIVE BARGAINING UNIT.

1. APPROVAL OF RANGE RECLASSIFICATION FOR PLANNER FROM RANGE 84 TO RANGE 92.

F-6. SUBJECT: DISCUSSION/ACTION: LA BRUCHERIE ROAD WIDENING PROJECT FROM ATEN BLVD. TO TRESHILL ROAD.

1. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF THE WIDENING PROJECT.
2. AUTHORIZATION TO SUBMIT APPLICATION TO IMPERIAL IRRIGATION DISTRICT TO COMPLETE DETAILED DESIGN AND CONSTRUCTION TO PIPELINE A PORTION OF DAHLIA CANAL IN THE AMOUNT OF \$550,000.

F-7. SUBJECT: DISCUSSION/ACTION: PURCHASE OF EQUIPMENT - PUBLIC SERVICES DEPARTMENT

1. APPROVE PURCHASE OF NEW HOLLAND HIGH FLOW COLD PLANER FROM SCOTT EQUIPMENT IN THE AMOUNT OF \$24,039.03

F-8. SUBJECT: RE-ORGANIZATION OF THE CITY COUNCIL FOR CALENDAR YEAR 2020.

1. SELECTION OF MAYOR
2. SELECTION OF MAYOR-PRO-TEMPORE

F-9. SUBJECT: RECOGNITION OF OUTGOING MAYOR ROBERT AMPARANO.

G. REPORTS:

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

G-2. SUBJECT: CITY MANAGER REPORT

G-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, JANUARY 15, 2020 AT 7:00 P.M.

NOTE: Any documents produced by the City and distributed to a majority of the City Council/Agency Board regarding any item on this agenda will be made available at the front counter at City Hall, located at 420 S. Imperial Avenue, during normal business hours

DATE SUBMITTED 12/10/19
 SUBMITTED BY Sgt. Max Sheffield
 DATE ACTION REQUIRED 12/18/19

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: PRESENTATION: IMPERIAL POLICE DEPARTMENT "NO SHAVE NOVEMBER" CAMPAIGN IN PARTNERSHIP WITH CANCER RESOURCE CENTER OF THE DESERT

DEPARTMENT INVOLVED: POLICE

BACKGROUND/SUMMARY:
 The No Shave November campaign to promote cancer awareness has proven to be a success. The Cancer Resource Center of the Desert and the Imperial Police Department partnered up to help raise money and promote awareness. Officers, and other City Staff, along with members of the City Council actively participated, and shared personal stories of loved ones which have been posted on social media. All proceeds from this event will be donated to the Cancer Resource Center of the Desert.

FISCAL IMPACT: NONE	FINANCE INITIALS _____
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STAFF RECOMMENDATION:	DEPT. INITIALS <u><i>MS #4/51</i></u>
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MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u><i>ab</i></u>
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MOTION:

SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
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12/12/2019

CITY MANAGER'S
OFFICE

12/18/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: PRESENTATION: RECOGNITION OF OUTGOING PLANNING COMMISSIONERS		
DEPARTMENT INVOLVED: CITY MANAGER’S OFFICE		
BACKGROUND/SUMMARY: The City of Imperial would like to recognize the following out going Planning Commissioner’s for their years of service to the City of Imperial residents. Commissioner Robert McDade, 1986-2019 Commissioner Charlie Lucas, 2007-2019 Commissioner Geoff Holbrook, 2017-2019		
FISCAL IMPACT: N/A	FINANCE INITIALS _____	
STAFF RECOMMENDATION: N/A	DEPT. INITIALS _____	
MANAGER’S RECOMMENDATION:	CITY MANAGER’S INITIALS	
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()		

Check Register Report

Date: 12/16/2019
Time: 10:49am
Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
90663	12/09/2019	Printed		4533	TINA MICHELLE PACE		1,000.00
90664	12/09/2019	Printed		001	ATS LABS, INC.		1,536.00
90665	12/09/2019	Printed		735	ACADEMI AWARDS & TROPHIES		362.64
90666	12/09/2019	Printed		1618	ADLERHORST INTERNATIONAL LLC		800.00
90667	12/09/2019	Printed		5201	AIRMEDCARE NETWORK		41.00
90668	12/09/2019	Printed		023	AIRWAVE COMMUNICATIONS		471.38
90669	12/09/2019	Printed		6865	ALEXANDER MEDINA		79.10
90670	12/09/2019	Printed		6859	ALL VALLEY BACKFLOW		4,810.25
90671	12/09/2019	Printed		2357	ALL VALLEY FENCE		84.05
90672	12/09/2019	Printed		195	ALLIED WASTE		11,442.44
90673	12/09/2019	Printed		195	ALLIED WASTE		105,041.63
90674	12/09/2019	Printed		195	ALLIED WASTE		100,560.42
90675	12/09/2019	Printed		5956	AMAZON CAPITAL SERVICES		935.37
90676	12/09/2019	Printed		5287	ANDREA STIFF-RIOS		41.99
90677	12/09/2019	Printed		656	AQUA METRIC		12,307.87
90678	12/09/2019	Printed		4400	BABCOCK LABORATORIES, INC.		938.00
90679	12/09/2019	Printed		674	BRENNTAG		4,188.50
90680	12/09/2019	Printed		1382	BROWNELLS, INC.		101.26
90681	12/09/2019	Printed		455	CALIFORNIA STATE DISBURSEMENT		618.46
90682	12/09/2019	Printed		6867	CARMELITA HERNANDEZ		56.26
90683	12/09/2019	Printed		3029	CLAIREMONT EQUIPMENT		3,793.73
90684	12/09/2019	Printed		6222	CODE EXXPERTS, LLC		778.36
90685	12/09/2019	Printed		1109	CONSOLIDATED ELECTRICAL DIST.		34.71
90686	12/09/2019	Printed		514	CORE & MAIN LP		2,979.61
90687	12/09/2019	Void	12/09/2019				0.00
90688	12/09/2019	Printed		6857	COUNTY MOTOR PARTS CO, INC		615.13
90689	12/09/2019	Printed		3403	DANIELS TIRE CORPORATE ADMIN		350.05
90690	12/09/2019	Printed		6863	DINA MORENO		57.93
90691	12/09/2019	Printed		4197	EAH, INC.		198,932.27
90692	12/09/2019	Printed		6642	EDD		100.00
90693	12/09/2019	Printed		2191	EMBER HALLER		469.65
90694	12/09/2019	Printed		6856	FAMOUS DAVE'S		2,907.49
90695	12/09/2019	Printed		019	FERGUSON ENTERPRISES, INC.		157.80
90696	12/09/2019	Printed		314	FRANCHISE TAX BOARD		200.00
90697	12/09/2019	Printed		4604	FRANCISCO GUERRERO		1,800.00
90698	12/09/2019	Printed		710	GRAINGER		107.44
90699	12/09/2019	Printed		2096	HOME DEPOT CREDIT SERVICES		407.05
90700	12/09/2019	Printed		4377	HUBER TECHNOLOGY INC		2,986.39
90701	12/09/2019	Printed		1190	ICMARC		2,140.19
90702	12/09/2019	Printed		028	IMPERIAL IRRIGATION DISTRICT		38,953.12
90703	12/09/2019	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		800.00
90704	12/09/2019	Printed		221	IMPERIAL PRINTERS		281.01
90705	12/09/2019	Printed		122	IMPERIAL STORES		611.91
90706	12/09/2019	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		139.38
90707	12/09/2019	Printed		1555	IMPERIAL VALLEY PRESS		652.92
90708	12/09/2019	Printed		535	IMPERIAL VALLEY TRUCK & AUTO		324.00
90709	12/09/2019	Printed		5033	INFO SEND INC.		2,648.66
90710	12/09/2019	Printed		320	INTERNAL REVENUE SERVICE		150.00
90711	12/09/2019	Printed		6870	JEA YOUNG PARK		80.40
90712	12/09/2019	Printed		2901	KIMBALL MIDWEST		1,205.14
90713	12/09/2019	Printed		035	KISCO SALES, INC.		58.47

Check Register Report

Date: 12/16/2019

Time: 10:49am

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
90714	12/09/2019	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		952.95
90715	12/09/2019	Printed		1996	LEE TIRE CO.		818.22
90716	12/09/2019	Printed		101	LINCOLN LIFE		826.00
90717	12/09/2019	Printed		401	LOWE'S		115.46
90718	12/09/2019	Printed		2028	MAD GRAPHIX INC.		107.75
90719	12/09/2019	Printed		4475	MOTOROLA SOLUTIONS, INC		16,217.19
90720	12/09/2019	Void	12/09/2019				0.00
90721	12/09/2019	Void	12/09/2019				0.00
90722	12/09/2019	Printed		3998	NAPA		876.25
90723	12/09/2019	Printed		6869	NICHOLAS SINGH		32.73
90724	12/09/2019	Printed		4481	O'REILLY		282.46
90725	12/09/2019	Printed		6861	OMAR AVENA AHUMADA		72.30
90726	12/09/2019	Printed		079	ONE SOURCE DISTRIBUTORS		1,181.33
90727	12/09/2019	Printed		219	PADRE USA		425.02
90728	12/09/2019	Printed		3179	PITNEY BOWES		474.87
90729	12/09/2019	Printed		084	PITNEY BOWES PURCHASE POWER		400.00
90730	12/09/2019	Printed		1776	PRECISION ELECTRIC CO. INC.		354.22
90731	12/09/2019	Printed		3308	PREMIER PRODUCE CO.		377.50
90732	12/09/2019	Printed		1455	PRIMO CONSTRUCTION & SERVICES		5,572.98
90733	12/09/2019	Printed		6855	PROMOTION PLUS SIGN CO.		25.00
90734	12/09/2019	Printed		172	PYRAMID CONSTRUCTION		66.49
90735	12/09/2019	Printed		3897	QT SANITATION		1,540.00
90736	12/09/2019	Printed		694	REXEL OF AMERICA, LLC		2,345.77
90737	12/09/2019	Printed		3121	ROBERT MARTINEZ		14.00
90738	12/09/2019	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		1,064.31
90739	12/09/2019	Printed		6864	ROLANDO BELTRAN JR.		188.53
90740	12/09/2019	Printed		1637	ROMEO'S CAR WASH		66.00
90741	12/09/2019	Printed		6862	ROSALINDA CLARKE		97.26
90742	12/09/2019	Printed		6860	ROSAURA ORTEGA		73.46
90743	12/09/2019	Printed		6868	SAMUEL COOPER		1.98
90744	12/09/2019	Printed		957	SC FUELS		956.48
90745	12/09/2019	Printed		5706	SHI INTERNATIONAL CORP		9,997.50
90746	12/09/2019	Printed		6633	SOCAL SEALCOAT SOLUTIONS, LLC		5,728.88
90747	12/09/2019	Printed		135	SOCALGAS		67.10
90748	12/09/2019	Printed		6369	SOUTH BAY REGIONAL PUBLIC		1,506.00
90749	12/09/2019	Printed		2365	SPARKLETTS		292.79
90750	12/09/2019	Printed		091	STAPLES CREDIT PLAN		532.52
90751	12/09/2019	Printed		1265	SUPERIOR READY MIX CONCRETE LP		22.69
90752	12/09/2019	Printed		1385	SWRCB ACCOUNTING OFFICE		11,564.00
90753	12/09/2019	Void	12/09/2019	6858	THE BUBBLE ROLLERS & EMERALD		0.00
90754	12/09/2019	Printed		4533	TINA MICHELLE PACE		2,550.00
90755	12/09/2019	Printed		5774	TOTAL INDUSTRIES INC.		8.40
90756	12/09/2019	Printed		2008	UNITED PARCEL SERVICE		16.50
90757	12/09/2019	Printed		944	UNITED WAY OF IMPERIAL COUNTY		6.00
90758	12/09/2019	Printed		1100	USA BLUEBOOK		1,444.34
90759	12/09/2019	Printed		611	VERIZON WIRELESS		4,128.20
90760	12/09/2019	Printed		6866	VERVA GILBERT		69.93
90761	12/09/2019	Printed		1715	WAXIE SANITARY SUPPLY		432.24
90762	12/09/2019	Printed		6573	YOLANDA ROBLES		4.37
90763	12/09/2019	Printed		219	PADRE USA		126.27
90764	12/09/2019	Printed		6858	THE BUBBLE ROLLERS & EMERALD		4,000.00
90765	12/09/2019	Printed		6858	THE BUBBLE ROLLERS & EMERALD		9,150.00

Check Register Report

Date: 12/16/2019
Time: 10:49am
Page: 3

CITY OF IMPERIAL

BANK: UNIONBANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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Total Checks: 103	Checks Total (excluding void checks):	597,313.67
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Total Payments: 103	Bank Total (excluding void checks):	597,313.67
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Total Payments: 103	Grand Total (excluding void checks):	597,313.67
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DATE SUBMITTED 12/12/2019
 SUBMITTED BY ASSISTANT CITY MANAGER
 DATE ACTION REQUIRED 12/18/2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF INTERIM CITY MANAGER

1. APPOINTMENT OF DENNIS MORITA TO INTERIM CITY MANAGER POSITION;
2. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AS INTERIM CITY MANAGER BETWEEN THE CITY OF IMPERIAL AND DENNIS MORITA.

DEPARTMENT INVOLVED: CITY COUNCIL/CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial entered into contract negotiations with City Attorney Dennis Morita for professional services as Interim City Manager for the City of Imperial. Attached for your review is the contract. Mr. Morita will serve as Interim City Manager during the executive search and recruitment of a new city manager.

FISCAL IMPACT: Projected Fiscal Impact \$26,000.00
 ***Fiscal Impact based on the Scope of Work as defined in the attached agreement.

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is the recommendation that the City Council approve the agreement between Dennis Morita and the City of Imperial for Interim City Manager Services.

CITY
MANAGER'S
INITIALS AB

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered by and between the City of Imperial, a municipal corporation of the State of California ("City"), and Dennis H. Morita, A Professional Corporation ("Morita").

RECITALS

WHEREAS, City desires to engage Morita to serve as its interim City Manager during the period of time required to recruit and retain a full-time city manager; and

WHEREAS, the parties hereto wish to set forth the terms upon which Morita will serve as interim city manager for City.

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement**

The parties to this Agreement are:

- A. City:
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
- B. Dennis H. Morita, A Professional Corporation
3205 South Dogwood Road, Suite B
El Centro, CA 92243

2. **Service of Notices**

The representatives of the parties are as follows:

- A. The principal representative of the City shall be:
Alexis L. Brown, Assistant City Manager
- B. Dennis H. Morita is principal of Dennis H. Morita,
A Professional Corporation
- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by first class mail, postage prepaid.

3. Description of Work

City hereby engages Morita, and Morita accepts such engagement, to perform such duties as may be associated with City's Interim City Manager position. At minimum, Morita will be present at city hall Monday through Thursday, 8:00 a.m. through 12:00 p.m. Such schedule is subject to change in order to best serve City's requirements.

4. Independent Contractor

Morita is an independent contractor and not an employee of the City.

5. Compensation.

City shall pay Morita for services rendered pursuant to this Agreement at \$125.00 per hour payable in arrears and within 30 days of the presentation of an invoice by Morita unless City notifies Morita in writing of any dispute, in which case City shall pay any undisputed portion.

6. Term and Termination for Convenience.

The intent of this Agreement is for Morita to serve as Interim City Manager until such time as City hires a City Manager. Upon such hiring, this Agreement shall end without any action required on the part of either party. City may terminate this Agreement at any time without cause by giving Morita ten (10) written notice. Morita may terminate this Agreement at any time without cause by giving City not less than thirty (30) days written notice. City shall pay Morita for all work satisfactorily performed through the date of termination. Morita shall turn over to City all work product generated under this Agreement and shall also provide such information and data as may be necessary for City to properly and seamlessly transition to a full-time city manager.

7. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasibly, be resolved through good faith negotiations between the parties.

B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees; cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

8. Governing Law.

This Agreement shall be governed by the laws of the State of California

9. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Morita, executes same.

15. Assignment.

This agreement shall not be assigned by either party without the prior written approval of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY

Dated: _____

DENNIS H. MORITA,
A PROFESSIONAL CORPORATION

By: Dennis H. Morita

Dated: _____

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED

12/12/2019

SUBMITTED BY

CITY MANAGER'S
OFFICE

DATE ACTION REQUIRED

12/18/2019

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 COMMUNITY PARK PROJECT

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR IMPERIAL COMMUNITY PARK PROJECT;
2. AUTHORIZATION TO SEEK BIDS FOR DESIGN AND ENGINEERING OF IMPERIAL COMMUNITY PARK PROJECT.

DEPARTMENT INVOLVED: CITY MANAGERS OFFICE/COMMUNITY DEVELOPMENT/PARKS

BACKGROUND/SUMMARY:

In April 2019, the City of Imperial requested a SCOPE change from their application to National Parks Service regarding their application for funding project Regional Park & Equestrian Center. On September 23, 2019, the City received notice that the revised project would be funded through the Land Water Conservation Fund in the amount of \$750,000.00. Attached for Council's review you will find the contract administered by the State of California Department of Parks and Recreation. The performance period has been assigned as of September 23, 2019, through June 30, 2022. Additionally, staff is seeking authorization to seek bids for the design and engineering of the Imperial Community Park Project.

FISCAL IMPACT:

Awarded Funds \$750,000.00

Fiscal Impact Park Impact Fee's: \$2,000,000.00

Total Project Cost: \$2.8 million

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is the City's recommendation to enter into the agreement with the State of California and authorize staff to proceed with seeking bids for the design and engineering of the project.

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

GRANTEE City of Imperial

PROJECT NUMBER 06-01780

CONTRACT NO C8963017	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012460				PROJECT NO. 06-01780	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$750,000.00		FUND. Federal Trust Fund					
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0890(2)	CHAPTER 29		STATUTE 18		FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 750,000.00		INDEX. 1091	OBJ. EXPEND 702		ACTIVITY CODE 69025		PROJECT / WORK PHASE 091012-00
T.B.A. NO.		I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
B.R.. NO.		ACCOUNTING OFFICER'S SIGNATURE				DATE.	

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

B. The State agrees that the property described in the project agreement and the NPS signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the Code of Federal Regulations).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as

the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:

- (1) Place minority and women business firms on bidder's mailing lists.
- (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
- (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
- (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the

applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

DATE SUBMITTED 12/12/2019
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 12/18/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: FACILITY USE AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL LITTLE LEAGUE;

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL VALLEY CHALLENGER LEAGUE FOR THE TERM OF SIX MONTHS

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

The Imperial Valley Challenger Little League is an adaptive baseball program for individuals with physical and intellectual challenges. The Little League Challenger Division accommodates players ages 4 to 18; or up to 22 if still enrolled in school. The league traditionally serves 25 players who reside throughout the Imperial County. To serve the public interest and to provide the program in accordance with the terms of its charter, a facility use agreement is recommended in order to guarantee the league use of the City's baseball facilities identified.

FISCAL IMPACT: N/A

FINANCE
INITIALS _____

STAFF RECOMMENDATION: It is recommended that the City Council approves the agreement between the Challenger League and City to better serve youth programs in our community.

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: Agrees with staff's recommendation.

CITY
MANAGER'S
INITIALS AB

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

CITY OF IMPERIAL

**FACILITY USE AGREEMENT FOR IMPERIAL VALLEY CHALLENGER
LITTLE LEAGUE**

THIS AGREEMENT, made and entered into this 18th day of December, 2019, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and Imperial Valley Challenger Little League, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is the AGENCY's desire to serve the public interest of the community by facilitating a program of organized youth sports; and
- B. ORGANIZATION has been duly chartered for the 2020 Little League season by Little League International. The goal and purpose of the ORGANIZATION is to provide a little league season in accordance with the terms of its charter.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use Evans Park (hereinafter "Subject Facility"), for a period of time, commencing January 1, 2020 and terminating June 1, 2020.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. 501(c)(3) designation from the IRS or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Master calendar of events.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID LEAGUES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Community Services Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Community Services Department (or applicable department).
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Community Services Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages

occurring to the field and termination of this Agreement and the ability to use the Subject Facility.

- F. NO altering of sprinklers without authorization.
- G. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. All leagues are responsible for cleaning areas used, including daily trash produced by league or ORGANIZATION.
- J. Leagues are responsible for controlling their players and parents while using the Subject Facility.
- K. Any violation of this Agreement by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
 - 1. The conduct of any offensive, noisy or dangerous activity.
 - 2. The creation or maintenance of a public nuisance.
 - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.

4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

VIII. MAINTENANCE

- B. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- C. All maintenance such as field preparation, lining of the fields; marking of the fields, and set up of temporary equipment will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- F. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facility utilized

hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Community Services Director. Sponsor recognition signs may be installed at locations approved by AGENCY. All signs shall be removed upon termination of the 2019 little league season.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days in advance of the effective date of such termination.

XIV. NOTICE

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To AGENCY: City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251
Attention: Community Services Director

C. To ORGANIZATION: Imperial Little League
580 Sunflower Way, Imperial, CA 92251
Attention: I.V. Challenger Little League
President

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIV. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

XX. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this

Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement has been made by the parties. Modification of this Agreement can only be made in writing, signed by both parties to this Agreement.

ORGANIZATION: Imperial Valley Challenger Little League

By: _____
Tony Ojeda, President

AGENCY: City of Imperial
A Municipal Corporation

City Manager

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____
Dennis H. Morita, APC
City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

General liability insurance. Organization shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Organization shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Organization shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Organization shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Organization shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of event. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Organization shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the event hereunder by Organization, his agents, representatives, employees or volunteers.

Primary/noncontributing. Coverage provided by Organization shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Organization. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Organization hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

Enforcement of contract provisions (non estoppel). Organization acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Organization of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Organization maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Organization agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that (Organization's/sub-organization's) insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Organization agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Organization agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Organization ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Organization, the Agency and Organization may renegotiate Organization's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Organization shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Organization shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

DATE SUBMITTED 12/12/2019

SUBMITTED BY PARKS

DATE ACTION REQUIRED 12/18/2019

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: FACILITY USE AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL LITTLE LEAGUE;

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL LITTLE LEAGUE FOR THE TERM OF SIX MONTHS

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

The Imperial Little League is an organized sports program serving over 270 youths ages 4 through 14. The 2020 baseball season begins this coming month of January. Games will run through February and end in June. The facility use agreement, attached, between the City and Imperial Little League will provide the league the right to use the City's four baseball fields.

FISCAL IMPACT: Not to exceed \$15,000.00

FINANCE
INITIALS _____

STAFF RECOMMENDATION: It is recommended that the City Council approves the agreement between the Imperial Little League and City to better serve youth programs in our community.

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: Agrees with staffs recommendation.

CITY
MANAGER's
INITIALS AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

CITY OF IMPERIAL

FACILITY USE AGREEMENT FOR IMPERIAL LITTLE LEAGUE

THIS AGREEMENT, made and entered into this 18th day of December, 2019, by and between the City of Imperial, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY" and Imperial Little League, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is the AGENCY's desire to serve the public interest of the community by facilitating a program of organized youth sports; and
- B. ORGANIZATION has been duly chartered for the 2020 Little League season by Little League International. The goal and purpose of the ORGANIZATION is to provide a Little League season in accordance with the terms of its charter.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The AGENCY grants ORGANIZATION the right to use CA Irving Park, Evans Park, Freddie White Park, and Joshua Park (hereinafter "Subject Facility"), for a period of time commencing January 1, 2020 and terminating July 31, 2020.

II. USE OF FACILITY

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Use Form.
- B. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of the ORGANIZATION.
- C. 501(c)(3) designation from the IRS or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Master calendar of events.

- E. One copy of the Certificate of Insurance listing the AGENCY as an additional insured and a copy of all applicable endorsements.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the Subject Facility.

III. RESPONSIBILITY FOR ACTIVITIES

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility. Athletic Field Lining and Marking - Permanent marking of athletic fields must be done with prior written approval of the AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this Agreement.

IV. RESPONSIBILITY FOR SAID LEAGUES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Community Services Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Community Services Department (or applicable department).
- D. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Community Services Departments.
- E. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this Agreement and the ability to use the Subject Facility.

- F. NO altering of sprinklers without authorization.
- G. Any damages to the Subject Facility or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. All leagues are responsible for cleaning areas used, including daily trash produced by league or ORGANIZATION.
- J. Leagues are responsible for controlling their players and parents while using the Subject Facility.
- K. Any violation of this Agreement by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

V. LEGAL RESPONSIBILITIES

The ORGANIZATION shall keep itself informed of Agency, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

VI. USE OF PREMISES

- A. The Subject Facility shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
 - 1. The conduct of any offensive, noisy or dangerous activity.
 - 2. The creation or maintenance of a public nuisance.
 - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.

4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

VII. EXCLUSIVE RIGHT

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

VIII. MAINTENANCE

- B. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- C. All maintenance such as field preparation, lining of the fields; marking of the fields, and set up of temporary equipment will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.

IX. INSPECTION

- F. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facility utilized

hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the Subject Facility for defects or hazards under Section A herein.

X. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from the AGENCY.

Furthermore, all requests for removal, alteration, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the AGENCY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as specified in section

XI. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the AGENCY.

XII. SIGNS

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Community Services Director. Sponsor recognition signs may be installed at locations approved by AGENCY. All signs shall be removed upon termination of the 2019 little league season.

XIII. TERMINATION OF THIS AGREEMENT

ORGANIZATION or AGENCY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days in advance of the effective date of such termination.

XIV. NOTICE

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To AGENCY: City of Imperial
420 S. Imperial Ave.
Imperial, CA 92251
Attention: Community Services Director

C. To ORGANIZATION: Imperial Little League
2374 Nicholas Court, Imperial, CA 92251
Attention: Imperial Little League President

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

XV. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

XVI. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of the State of California.

XVII. ASSIGNMENT

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

XVIII. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

XIV. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its Board or City Council, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its Board or City Council, or its officers, agents employees, and volunteers except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend the AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

XX. INDEPENDENT CONTRACTOR

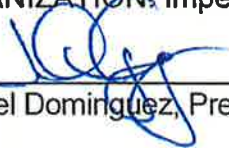
Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this Agreement.

XXI. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this

Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement has been made by the parties. Modification of this Agreement can only be made in writing, signed by both parties to this Agreement.

ORGANIZATION: Imperial Little League

By: 
Joel Dominguez, President

AGENCY: City of Imperial
A Municipal Corporation

Mayor

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Agency Attorney

By: _____
Dennis H. Morita, APC
City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

ORGANIZATION shall provide the following types and amounts of insurance:

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Automobile liability insurance. Organization shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required]. Organization shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
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- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Organization shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Organization shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Organization shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of event. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Organization shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the event hereunder by Organization, his agents, representatives, employees or volunteers.

Primary/noncontributing. Coverage provided by Organization shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Organization. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Organization hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

Enforcement of contract provisions (non estoppel). Organization acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Organization of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Organization maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Organization agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that (Organization's/sub-organization's) insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Organization agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Organization, provide the same minimum insurance coverage and endorsements required of Organization. Organization agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Organization agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Organization ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Organization, the Agency and Organization may renegotiate Organization's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Organization shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Organization's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Organization shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

DRAFT

12/11/2019

COMMUNITY
DEVELOPMENT
DIRECTOR

(x)

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12/18/2019

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(4)

SUBJECT: DISCUSSION/ACTION: RANGE RECLASSIFICATION WITHIN MSPC COLLECTIVE BARGAIN UNIT		
1. APPROVAL OF RANGE RECLASSIFICATION FOR PLANNER FROM RANGE 84 TO RANGE 92		
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT		
BACKGROUND/SUMMARY: The Planner has obtained a Specialized Certificate in CEQA Practice, demonstrating the knowledge and practical skills vital for this position. The credential shows mastery of essential skills required to serve the community effectively. Also, the Planner position exercises a broad range of independence within policy parameters while performing responsible and innovative administrative and division management in support of the City's goals and objectives and Acts on behalf of the Community Development Director in his absence as required.		
FISCAL IMPACT: \$4,669.60 GF	ADMIN SERVICES SIGN INITIALS	
STAFF RECOMMENDATION: Recommends to approve the above range reclassification	DEPT. INITIALS	OM
MANAGER'S RECOMMENDATION: It is my recommendation to approve the above range reclassification	CITY MANAGER'S INITIALS	ab
MOTION:		
SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

UNIVERSITY OF CALIFORNIA, SAN DIEGO EXTENSION

hereby awards

Lisa N. Tylenda

the Specialized Certificate in

CEQA Practice

a curriculum of 100 hours of study

November 16, 2019

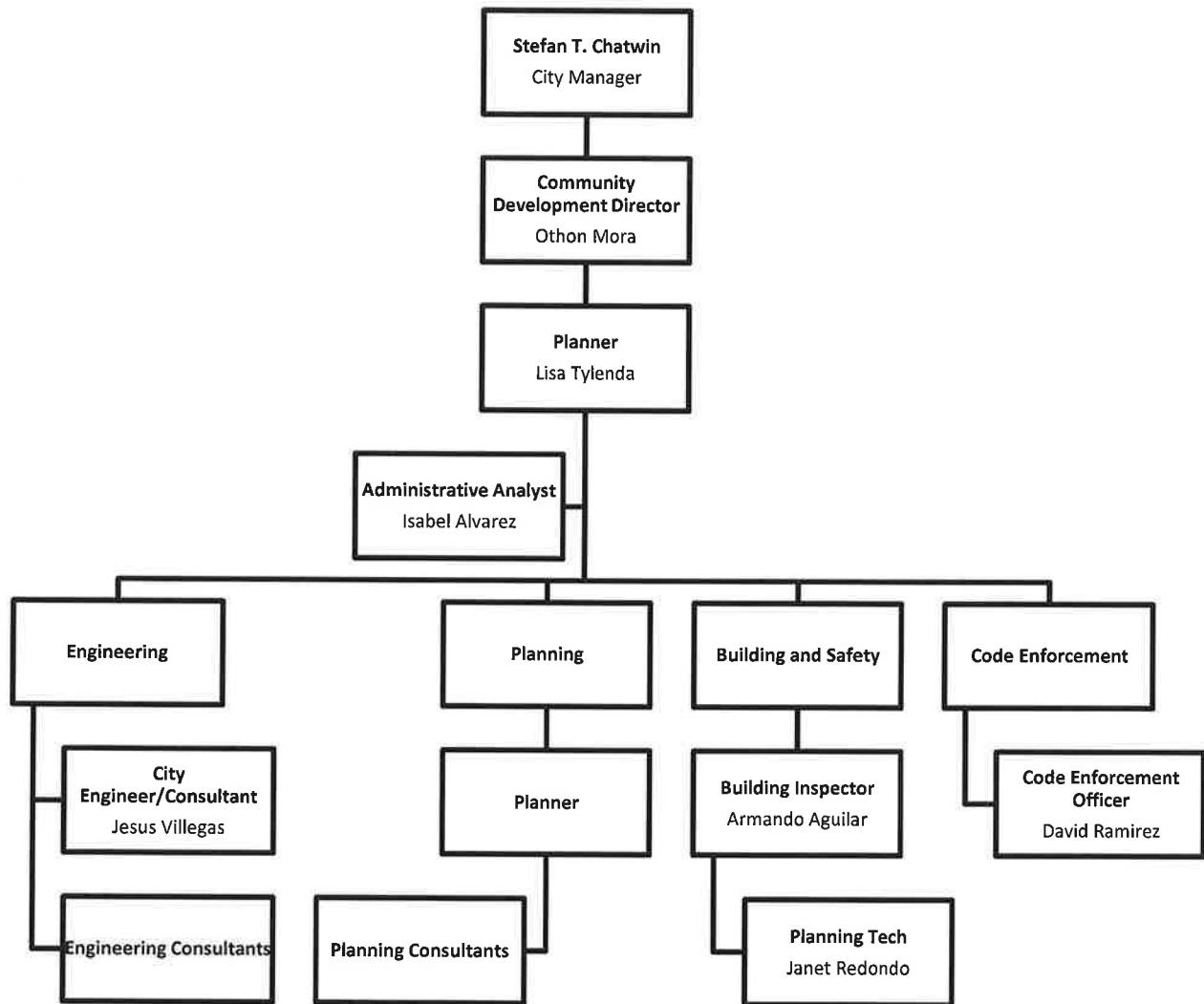


MARY L. WALSHOK
ASSOCIATE VICE CHANCELLOR
EXTENDED STUDIES AND PUBLIC PROGRAMS
AND DEAN, UC SAN DIEGO EXTENSION



ANDREW KAPLAN
REGISTRAR

COMMUNITY DEVELOPMENT ORGANIZATIONAL CHART



CITY OF IMPERIAL

JOB DESCRIPTION

PLANNER

DEFINITION:

Under the direction of the Community Development Director, conduct planning research and analysis on moderate to difficult and complex projects to ensure the best use of the City's land and resources; serve as a technical resource concerning planning and building permits, zoning information, growth policies and planning strategies; collaborate in the planning of construction of new building and housing; monitor the compliance of city zoning regulations; review, process and assist the public with completing applications for planning and building permits; prepare planning studies and reports on short- and long-range, well-defined assignments; train and provide assistance with the work instruction or project direction of lower-level professional and para-professional staff members. This is a journey level position.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform a variety of planning, research and special project review duties in support of assigned Community Development projects and to comply with zoning ordinances; review building permit applications for zoning and planning compliance as directed; enforce zoning ordinances and conduct field investigations regarding ordinance violations; prepare inspection reports and issue citations as appropriate.
- Serve as a technical resource to outside organizations, governmental agencies and the public; respond to inquiries and provide technical information concerning planning and building permits, zoning information, growth policies, land use ordinances and planning strategies; provide assistance concerning plans and local, State and Federal land use and environmental laws and regulations; research information concerning established laws, codes and regulations as needed.
- Participate in the review, development or revision of the various elements of the General Plan, Environmental Impact Reports, ordinances and other policies and procedures; coordinate GIS implementation and use.
- Review development proposals for conformance with city zoning codes; determine conformity with codes, policies, regulations and procedures; recommend approval or identify problems and assess alternatives for projects.
- Review, analyze and make recommendations on applications such as Conditional Use Permits, Variances, Tentative Parcel Maps and Design Review Permits; review drawings or blueprints for structural conformity, proposed use and aesthetics; conduct site evaluations and analysis.
- Receive, review and process various building, planning, land use and a variety of planning and specialized permit applications; ensure proposed projects comply with zoning requirements, growth policies and established local, State and Federal laws, codes and regulations related to building and planning projects; issue permits as appropriate.
- Assist the public with completing applications for planning and building permits; explain required information; ensure appropriate fees are attached; notify applicants of environmental requirements and appeal procedures as necessary; respond to public and governmental inquiries concerning environmental requirements and regulations and related issues.
- Research prepare and present reports concerning land use regulations and current and long-range planning issues including changes to the organization's development plan and land development policies and standards; prepare graphic presentations and maps utilizing appropriate techniques and computer software as assigned; prepare and deliver oral presentations; prepare support materials.
- Participate in the preparation, review and updating of local planning strategies; prepare and process various short- and long-term plans; prepare and process amendments to local planning

strategies, community and urban plans and various others; review new and modify existing specific plans as directed; assist with revisions to land use ordinances as required.

- Train and provide assistance with the work instruction or project direction of lower-level professional and para-professional staff members.
- Conduct a variety of special projects and surveys to determine impact of proposed building, zone change and planning projects; compile and assemble a variety of information in support of assigned studies and projects; research property locations, zoning requirements and legal descriptions for assigned projects.
- Perform a variety of clerical duties related to assigned activities; type, duplicate and file materials as needed; prepare a variety of correspondence including notices, memoranda and replies to public inquiries concerning land use, project applications, fees and other project or planning-related matters.
- Maintain records, logs and files related to projects, permits, plans and assigned activities; prepare a variety of mandated and requested environmental, land use and other reports as directed; submit mandated reports to appropriate agency or personnel according to established timelines.
- Operate standard office equipment including a computer and assigned software; drive a vehicle to conduct work.
- Communicate with personnel, consultants, developers, property owners, the public and elected officials and various outside agencies to exchange information and resolve issues or concerns regarding laws, policies, regulations, standards and procedures with respect to the submission of plans, processing of applications and implementation requirements.
- Coordinate the preparation of meeting agendas for various committees, commissions, and community groups; review draft materials and prepare comments; organize conferences and work sessions; ensure timely notification of appropriate parties.
- Attend a variety of assigned meetings, public hearings and trainings including Planning Commission meetings; serve on committees to facilitate citizen input into the planning process; serve as a liaison with other governmental agencies and supervises assigned personnel.
- The Planner position exercises a broad range of independence within policy parameters while performing responsible and innovative administrative and division management in support of the City's goals and objectives and Acts on behalf of the Community Development Director in his absence as required

OTHER DUTIES:

- Perform related duties as assigned.
- Assist with Community Development projects as directed.

REQUIRED QUALIFICATIONS:

Education and Experience:

- Any combination equivalent to: Bachelor's degree in planning, geography, economics, law, public administration or closely related field and four (4) years of professional planning experience in a municipal setting.

Licenses and other Requirements:

- Valid California Class C driver's license.

Desirable Qualifications:

- AICP – American Institute of Certified Planners Certification.

Knowledge of:

- Principles and terminology related to planning and building permits, land use theory and zoning requirements.
- Objectives, principles, procedures, standards, practices and information sources of City planning.
- Federal, State and local planning and environmental laws and ordinances including regulations pertaining to land use, building and development including the California Environmental Quality Act and the Subdivision Map Act.
- Implementation of zoning and other municipal ordinances.
- Permit review and issuance procedures.
- Methods used in developing information for General Plan modifications.
- Application of land use, physical design, economic, environmental, and/or social concepts to the planning process.
- Economic, population and land use trend analysis.
- Public speaking techniques.
- Interpersonal skills using tact, patience and courtesy.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Telephone techniques and etiquette.
- Research methodology as applied to the collection and analysis of planning data.
- Record-keeping and report preparation techniques.
- Community trends and market analysis techniques.

Ability to:

- Perform a variety of responsible and complex current and long-term planning, research and project review duties in support of assigned building and planning projects.
- Understand and apply those aspects of Federal, State and local laws, regulations, policies, procedures and standards pertaining to the planning process.
- Serve as a technical resource concerning planning and building permits, zoning information, growth policies and planning strategies.
- Interpret maps, site and building plans and specifications, graphs and statistical data.
- Interpret, apply and explain laws, rules, regulations, policies and procedures.
- Review, process and assist the public with completing applications for planning and building permits.
- Participate in the preparation, review and updating of local planning strategies including various short- and long-term plans.
- Conduct a variety of special projects and surveys to determine impact of proposed projects.
- Interpret and understand engineering and architectural plans, concepts and methodologies.
- Prepare and maintain a variety of records, reports and visual displays.
- Prepare clear and concise technical documents, reports, correspondence and other written materials, including staff reports to commissions, boards and the City Council.
- Train and provide work direction to assigned staff.
- Establish and maintain cooperative and effective working relationships with others.
- Communicate effectively both orally and in writing.
- Meet schedules and timelines.
- Work independently with little direction.
- Plan and organize multiple projects.
- Prepare and deliver oral presentations.
- Perform clerical duties related to assigned activities.
- Operate standard office equipment including a computer and assigned software.
- Perform arithmetic calculations.

WORKING CONDITIONS:

Work Environment:

Planner

- Indoor/Office environment.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information.
- Seeing to read a variety of materials.
- Sitting for extended periods of time.
- Bending at the waist, kneeling or crouching.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

DATE SUBMITTED

12/11/2019

COUNCIL ACTION (X)

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

DATE ACTION REQUIRED

12/18/2019

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS JB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

LABRUCHERIE RD WIDENING PROJECT FROM ATEN BLVD TO TRESHILL RD

1. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF THE WIDENING PROJECT.
2. AUTHORIZATION TO SUBMIT APPLICATION TO IID TO COMPLETE DETAILED DESIGN AND CONSTRUCTION TO PIPELINE A PORTION OF DAHLIA CANAL IN THE AMOUNT OF \$550,000.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial has secured Surface Transportation Block Grant (STBG) funding for the widening a segment of LaBrucherie Road between Aten Boulevard & Treshill Road. LTA Measure D funds will be used to leverage the federal funds for the construction of the project. Said segment of LaBrucherie Road currently has a two-lane cross-section configuration which capacity is not enough to properly handle the travelers between Imperial and El Centro. This widening project will not only provide a full four-lane cross-section configuration, but also will allow to accommodate concrete curb & gutter, sidewalk and bike paths to improve safety, increase mobility and offer additional route options for our community. For details see Exhibits 1 & 2 attached herewith.

In addition, the City has worked with IID to include in their Indirect Pipeline Program Fund a project for undergrounding a portion of approximately 2,600 feet long of Dahlia Canal located within the above-referenced segment of LaBrucherie Road. Working in collaboration with IID's Water Department has already given immediate results due to the inclusion of this project was approved by their Board of Directors last December 3rd. This project falls under IID's local public entity project category with a 75 percent indirect pipeline fund of eligible pipelining costs. Therefore the City will be responsible to match 25 percent of these costs and pay 100 percent of the ineligible costs, which typically include import/export of soils, backfill compaction, power line and other utility and encroachment relocation work, as well as street repairs. IID's preliminary high-level cost estimate to complete said undergrounding construction is approximately \$1.9 million. Also, City has to pay costs associated with the preparation of construction plans and encroachment permit. For details see Exhibits 3 & 4 attached herewith.

FISCAL IMPACT:

1. Widening Project – \$2,401,750

\$1,841,000 from STBG funds

\$ 560,750 from Measure "D" funds

2. Pipeline Dahlia Canal - \$550,000 from LTA Measure "D" and Circulation funds

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

1. Authorization to seek bids for Widening Project.
2. Authorization to Pipeline Dahlia Canal.

DEPT. INITIALS

OM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

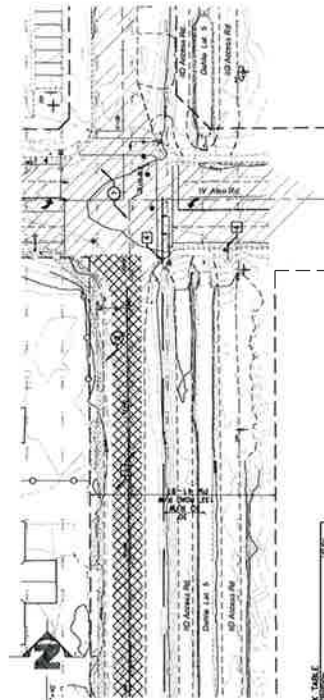
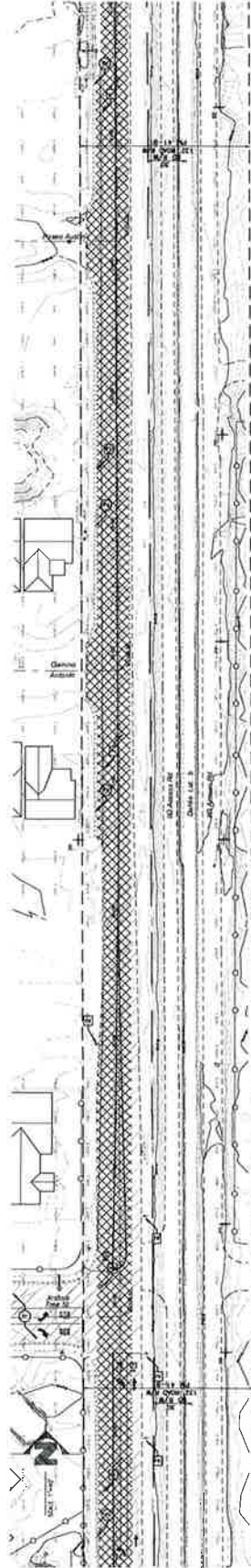
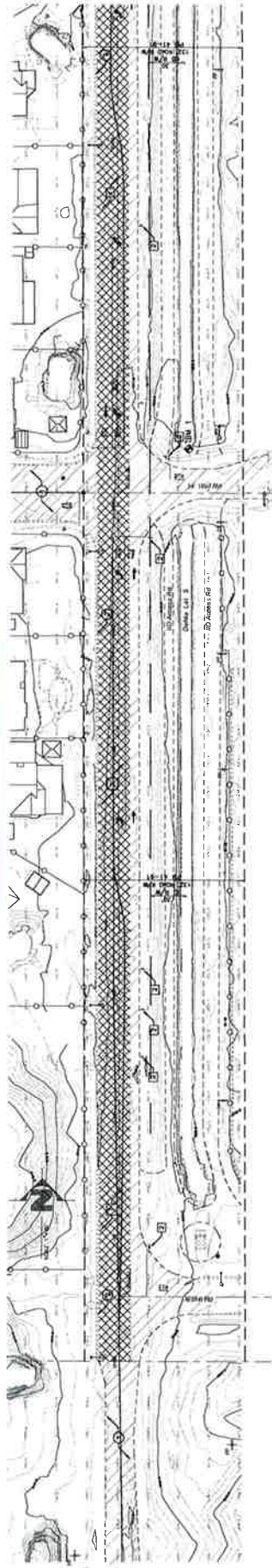
DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

EXHIBIT 1



EXISTING NOTES:

- EXISTING A/C PRESENT TO REMAIN
- EXISTING CURB AND GUTTER TO REMAIN

DEMOLITION NOTES:

- DEMOLISH EXISTING SIDEWALK AND GUTTER TO BE REPLACED WITH NEW SIDEWALK AND GUTTER
- DEMOLISH EXISTING STREET SIGN
- EXISTING MANHOLE FRAME/COVER TO BE REMOVED 3' DIA. BEFORE PAVING. AFTER PAVING NEW SIDEWALK AND GUTTER, MANHOLE FRAME/COVER TO BE REPLACED WITH NEW 3' DIA. MANHOLE FRAME/COVER AND 12" DIA. MANHOLE COVER. MANHOLE FRAME/COVER TO BE SET IN 12" DIA. CONCRETE AND 12" DIA. MANHOLE COVER TO BE SET IN 12" DIA. CONCRETE
- EXISTING 12" DIA. MANHOLE COVER TO BE REPLACED WITH NEW 12" DIA. MANHOLE COVER
- EXISTING 12" DIA. MANHOLE COVER TO BE REPLACED WITH NEW 12" DIA. MANHOLE COVER

REVISIONS		DATE	BY	REVISIONS

INDIVIDUALS SERVICE ALERT	
CALL TOLL FREE	811
TWO WORKING DAYS BEFORE YOU GO	

APPROVED BY ACTING CITY ENGINEER	
CITY OF IMPERIAL, CA	DATE: _____
BY: _____	DATE: _____
R.C.E. NO. _____	R.C.E. NO. _____

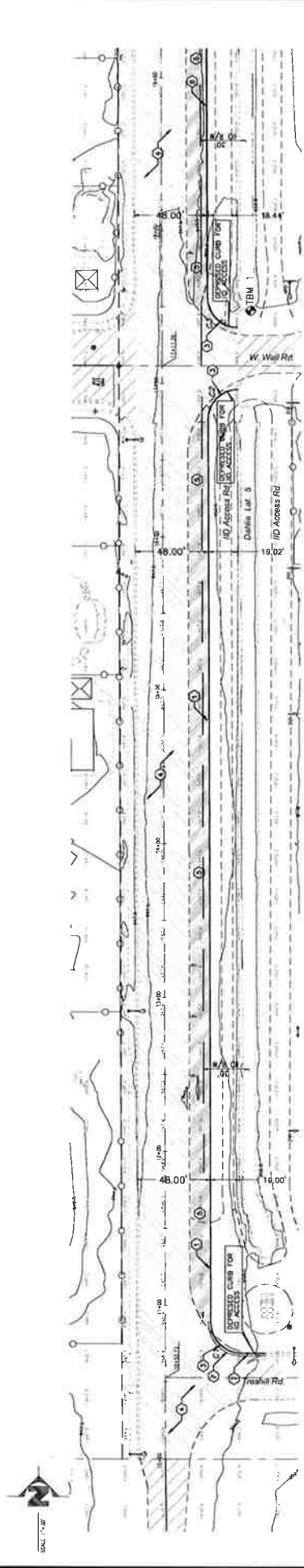
ENGINEER OF RECORD	
PLANS PREPARED UNDER THE SUPERVISION OF	DATE: _____
BY: CARLOS CORRALES	DATE: _____
R.C.E. NO. 55430	R.C.E. NO. 55430



LC ENGINEERING CONSULTANTS INC.	
11100 N. MISSION AVE., SUITE 100	IRVINE, CA 92618
DATE: SEP 08, 2018	BENCHMARK: SEE SHEET NO. 1

CITY OF IMPERIAL	
IMPROVEMENT PLANS	
TOPO & DEMOLITION PLAN	
FROM APTEN BLVD TO PRESIDENT	
SHEET 2 OF 11	SHEETS 11
C19033-00	C19033-00

EXHIBIT 1



CONSTRUCTION NOTES:

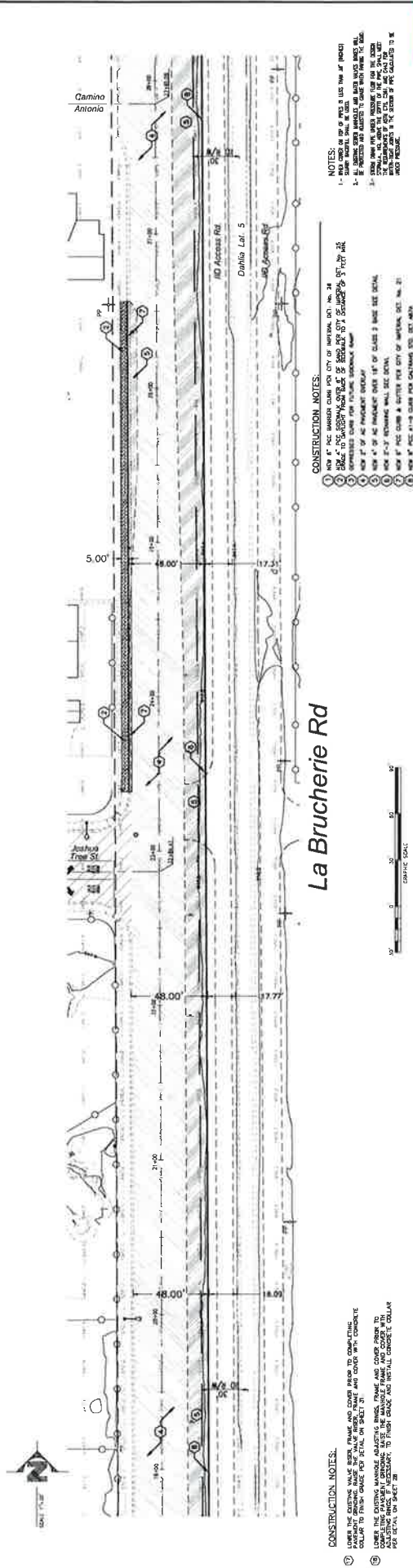
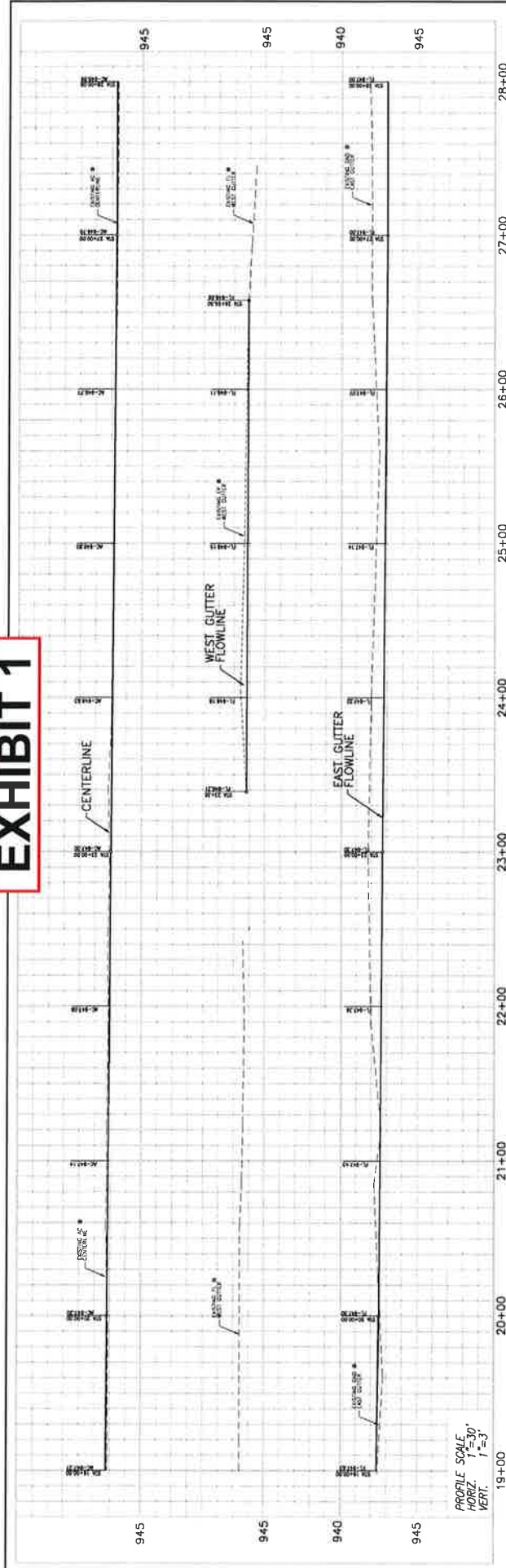
1. LOWER THE EXISTING CURB, FRAME, AND CHAIR IRON TO COMPLETING COLLAR TO FINISH GRADE FOR SETBACK OF SLOPE 2:1.
2. LOWER THE EXISTING MANHOLE ADJUSTING BRICK, FRAME AND CHAIR IRON TO FINISH GRADE FOR SETBACK OF SLOPE 2:1.
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CONSTRUCTION NOTES:

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CITY OF IMPERIAL IMPROVEMENT PLANS PLAN & PROFILE FROM LATER SAID TO FRESH RD.		SHEET 3 of 11 11 SHEETS 11 SHEETS
DATE: SEP 09, 2019 BY: CARLOS CORREAS R.C.E. NO.: 55431		BENCHMARK: SEE SHEET NO. 1 W.O.
ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF BY: CARLOS CORREAS DATE:		SEAL PROFESSIONAL ENGINEER CIVIL NO. 14422 STATE OF CALIFORNIA
APPROVED BY ACTING CITY ENGINEER CITY OF IMPERIAL, CA BY:		R.C.E. NO.:
UNDERGROUND SERVICE ALERT CALL TOLL FREE 811 THIS WARNING DIALS BEFORE YOU DIG		REVISIONS DATE BY NAME CHANGES

EXHIBIT 1



NOTES:

- 1- SEE SHEET 10 OF 10 FOR LAYOUT OF ROAD
- 2- SEE SHEET 11 OF 10 FOR LAYOUT OF ROAD
- 3- SEE SHEET 12 OF 10 FOR LAYOUT OF ROAD
- 4- SEE SHEET 13 OF 10 FOR LAYOUT OF ROAD
- 5- SEE SHEET 14 OF 10 FOR LAYOUT OF ROAD
- 6- SEE SHEET 15 OF 10 FOR LAYOUT OF ROAD
- 7- SEE SHEET 16 OF 10 FOR LAYOUT OF ROAD
- 8- SEE SHEET 17 OF 10 FOR LAYOUT OF ROAD
- 9- SEE SHEET 18 OF 10 FOR LAYOUT OF ROAD
- 10- SEE SHEET 19 OF 10 FOR LAYOUT OF ROAD

CONSTRUCTION NOTES:

- 1- SEE SHEET 10 OF 10 FOR LAYOUT OF ROAD
- 2- SEE SHEET 11 OF 10 FOR LAYOUT OF ROAD
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- 10- SEE SHEET 19 OF 10 FOR LAYOUT OF ROAD

LA BRUCHERIE RD

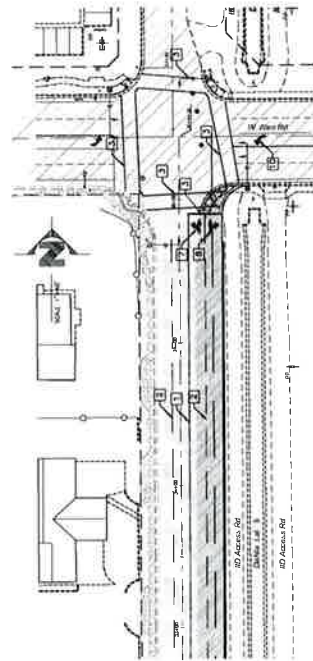
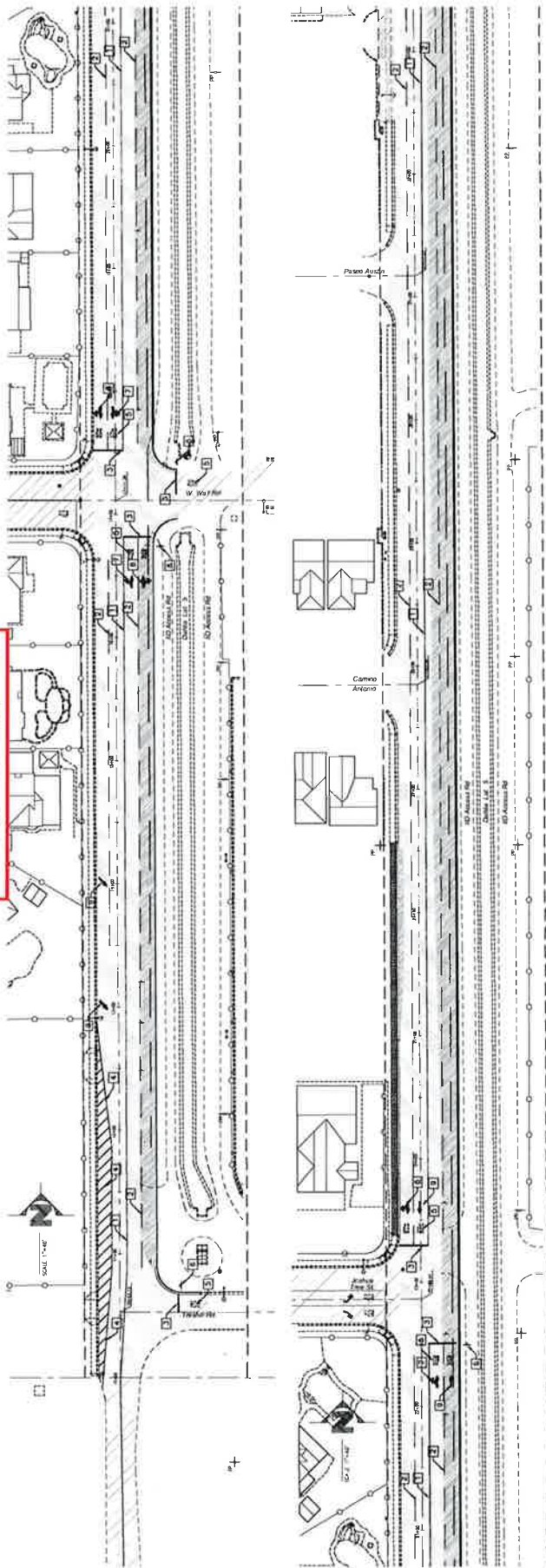
ENGINEER OF RECORD

APPROVED BY ACTING CITY ENGINEER

UNDERGROUND SERVICE ALLEY

ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF BY: CARLOS CORRALES DATE: 05/05/2015 R.C.E. NO.: 55430		APPROVED BY ACTING CITY ENGINEER CITY OF IMPERIAL, CA DATE: 05/05/2015 R.C.E. NO.: 55430		UNDERGROUND SERVICE ALLEY 811 THE WORKING DAYS BEFORE YOU DIG	
SEAL REGISTERED PROFESSIONAL ENGINEER NO. 34433 EXPIRATION DATE: 05/05/2018		CITY OF IMPERIAL IMPROVEMENT PLANS PLAN & PROFILE LA BRUCHERIE RD FROM STATION 19+00 TO STATION 28+00		SHEET 4 OF 11 SHEETS 11 SHEETS 200' SCALE C15003-00	

EXHIBIT 1



LEGEND:

— EXISTING STRIPING

— PROPOSED STRIPING

STRIPING & SIGNAGE NOTES:

1. INSTALL 4' YELLOW LINE PER CALTRANS STANDARD PLAN A24 DETAIL 1B.
2. INSTALL 1/2" WHITE STOP BAR LINE ON CROSSWALK LINE PER CALTRANS STANDARD PLAN A24 DETAIL 1B.
3. INSTALL 8" WHITE DELINEATION STRIPING LINES.
4. INSTALL STOP SECOND PER CALTRANS STANDARD PLAN A24.
5. INSTALL STOP AND STREET NAME SIGN.
6. INSTALL TYPE VI "LEFT" ARROW PER CALTRANS STD. PLAN A24.
7. INSTALL TYPE VII "RIGHT" ARROW PER CALTRANS STD. PLAN A24.
8. INSTALL TYPE I 10'-0" ARROW PER CALTRANS STD. PLAN A24.
9. INSTALL TYPE IV "LEFT" ARROW PER CALTRANS STD. PLAN A24.

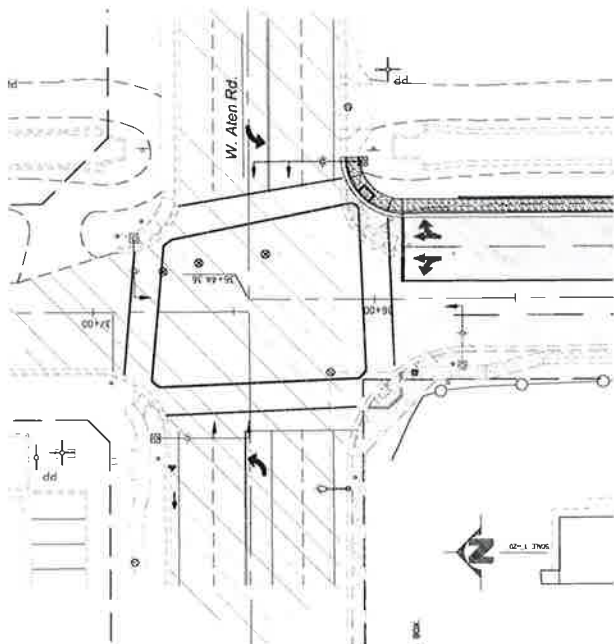
- NOTES:**
1. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL DURING THE INSTALLATION. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT.
 2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT.
 3. IN ADDITION TO THE GUIDELINES PROVIDED BY THE ABOVE REFERENCED MANUAL, OF THE CALIFORNIA STANDARD PLANS 2015 EDITION SHALL BE USED IN SITUATION 1-17 THROUGH 1-19. THE TRAFFIC CONTROL DETAIL DESCRIBED IN SHEET NO. 1-17 THROUGH 1-19 SHALL BE USED IN SITUATION 1-17 THROUGH 1-19.
 4. CHANNELIZATION TYPE SHALL CONFORM TO CALTRANS TRAFFIC MANUAL, SECTION 8-71, FIGURE 8-48, CONSISTENT WITH FIELD CONDITIONS DURING CONSTRUCTION.
 5. CONTRACTOR SHALL REMOVE AND SALVAGE ALL EXISTING CONFLICTING SIGNS, FURNISH MARKERS AND HYDROBLAST ALL EXISTING STRIPING AND PAVEMENT MARKINGS.
 6. ALL MARKINGS AND STRIPING SHALL BE PAINTED AND WITH EMBEDED GLASS BEADS PER CALTRANS 2015 EDITION STD. SPEC. SEC. 8-4.2.00.

UNDERGROUND SERVICE ALERT CALL TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG		APPROVED BY ACTING CITY ENGINEER CITY OF IMPERIAL, CA DATE: _____ BY: _____ R.C.E. NO.: _____		ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF DATE: _____ BY: CARLOS CORRALES R.C.E. NO.: 3543D		SEAL 		LJC ENGINEERING CONSULTANTS, INC. 11770 N. 15TH AVE., SUITE 100 DENVER, CO 80242 TEL: (303) 751-1100 FAX: (303) 751-1101 WWW.LJCENG.COM		CITY OF IMPERIAL IMPROVEMENT PLANS STRIPING & SIGNAGE PLAN FROM MATIN B.D. TO IMPERIAL RD. SHEET NO. 6 OF 11 SHEETS C19033-00	
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EXHIBIT 1

[illegible]

(E) DUNSTER EXISTING
R S N S REPLACES 20 STREET NAME SIGN
NEW MODEL 522 OPTICAL DETECTOR

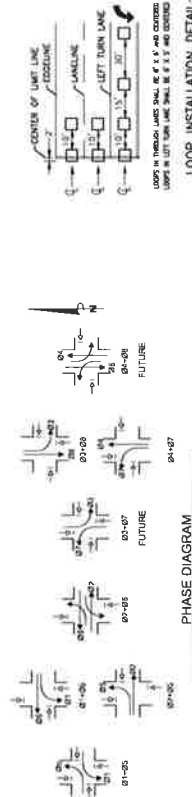


LEGEND:

- | | |
|--------------------------|----------------------------|
| ☐ | EXISTING LOOP DETECTOR |
| ☐ | PROPOSED LOOP DETECTOR |
| == | EXISTING TRAFFIC PULL SIDE |
| TO | PROPOSED TRAFFIC PULL SIDE |
| --- | EXISTING CONDUIT |
| --- | PROPOSED CONDUIT |

GENERAL SIGNAL NOTES

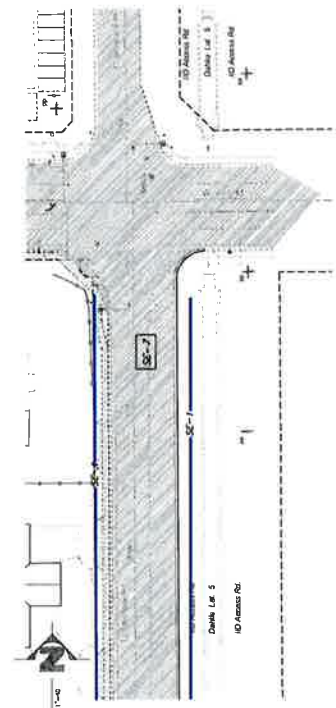
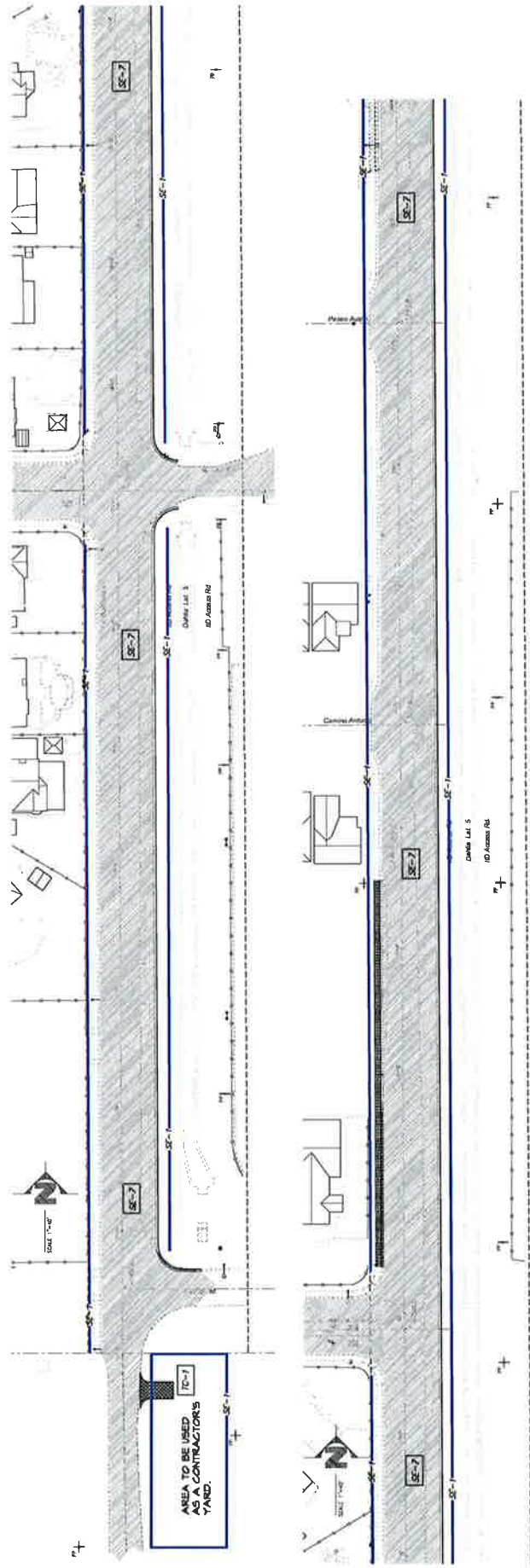
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PHASE DIAGRAM

[illegible][illegible]

EXHIBIT 1



CONTRACTOR'S YARD AREA WILL BE THE 100' DRIVING STRIP PER 10' WIDE DRIVEWAY AND 10' WIDE DRIVEWAY PER 10' WIDE DRIVEWAY.

SE-1 SILT FENCE
SE-2 EROSION CONTROL MAT
SE-3 EROSION CONTROL MAT WITH STAPLES
SE-4 EROSION CONTROL MAT WITH STAPLES AND STAPLES
SE-5 EROSION CONTROL MAT WITH STAPLES AND STAPLES
SE-6 EROSION CONTROL MAT WITH STAPLES AND STAPLES
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SE-9 EROSION CONTROL MAT WITH STAPLES AND STAPLES
SE-10 EROSION CONTROL MAT WITH STAPLES AND STAPLES

LEGEND:

- SE-1 SILT FENCE
- SE-2 EROSION CONTROL MAT
- SE-3 EROSION CONTROL MAT WITH STAPLES
- SE-4 EROSION CONTROL MAT WITH STAPLES AND STAPLES
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- SE-9 EROSION CONTROL MAT WITH STAPLES AND STAPLES
- SE-10 EROSION CONTROL MAT WITH STAPLES AND STAPLES
- TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT
- SE-11 STREET SUSPENSION AND VACUATING (ON EXISTING ROADS AND ON NEW STREETS ONCE CONSTRUCTED)
- SE-12 SANDBAG BARRIER (ACROSS IMPAVED DITCHES AND STREAMS AND AS SHOWN)
- EC-3 EROSION CONTROL MAT WITH STAPLES
- EC-4 EROSION CONTROL MAT WITH STAPLES
- EC-5 EROSION CONTROL MAT WITH STAPLES
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- EC-99 EROSION CONTROL MAT WITH STAPLES
- EC-100 EROSION CONTROL MAT WITH STAPLES

UNDERGROUND SERVICE ALERT CALL TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG		APPROVED BY ACTING CITY ENGINEER CITY OF IMPERIAL, CA BY: _____ DATE: _____ R.E.C. NO.: _____		ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF BY: _____ DATE: _____ R.E.C. NO.: _____		SEAL 		LC ENGINEERING CONSULTANTS, INC. 1000 N. MICHIGAN AVE., SUITE 100 EL CERRILLO, CA 94530 TEL: (925) 433-1100 FAX: (925) 433-1101 E-MAIL: info@lcei.com DATE: SEP 08, 2018 BENCHMARK: SEE SHEET NO. 1		CITY OF IMPERIAL IMPROVEMENT PLANS EROSION CONTROL PLAN FROM I&D TO TRESHILL RD		SHEET 8 OF 11 C15003-00	
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CITY OF IMPERIAL STD DWG No. 66 NO SCALE

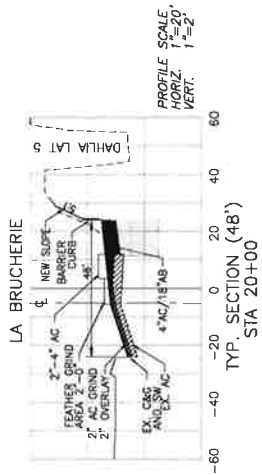
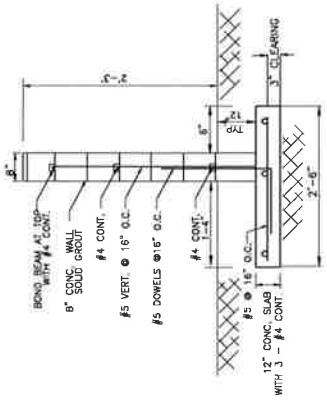
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CITY OF IMPERIAL STD DWG No. 66 NO SCALE

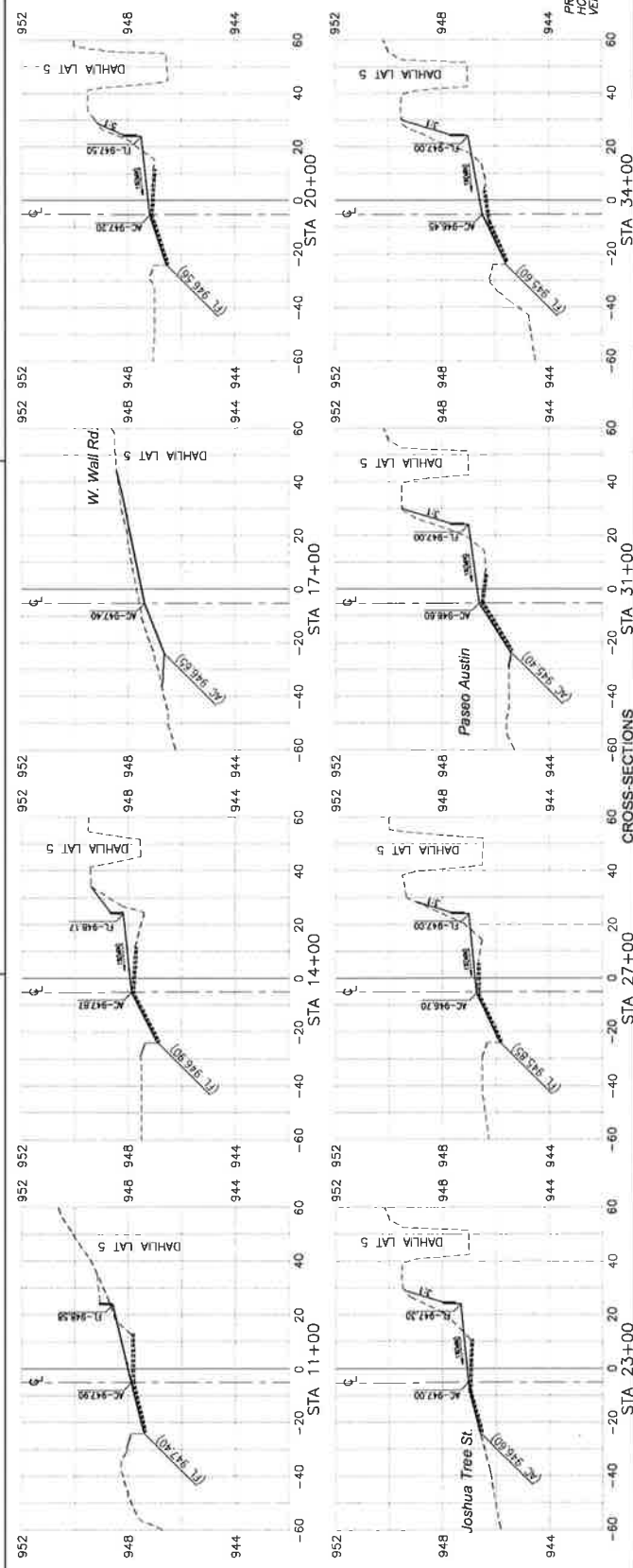
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CITY OF IMPERIAL STD DWG No. 66 NO SCALE

EXHIBIT 1



NO SCALE



UNDERSTANDING SERVICE ALERT CALL TOLL FREE 811 BEFORE YOU DIG		APPROVED BY ACTING CITY ENGINEER CITY OF IMPERIAL, CA DATE: _____ BY: _____		ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF R.T. CARLOS CORRALES DATE: _____ R.C.E. NO.: 55432		SEAL REGISTERED PROFESSIONAL ENGINEER No. 55432 State of California (C) Carlos Corrales DATE: SEP 09, 2019 BENCHMARK: SEE SHEET NO. 1		CITY OF IMPERIAL IMPROVEMENT PLANS DETAILS & CROSS-SECTIONS 11 SHEETS 11 OF 11		SHEET C19033.00	
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Exhibit 2

CITY OF IMPERIAL LaBRUCHERIE RD WIDENING PROJECT FROM ATEN BLVD TO TRESHILL ROAD

March 1, 2019

Item No.	DESCRIPTION	Est. Qty.	Unit	Unit Cost	Total Cost
1	Mobilization, Bonds, General Liability Insurance, Workman's Compensation Insurance, Vehicle Insurance, Taxes, Permits, project signs and Miscellaneous Fees	1	L.S.	\$ 15,000.00	\$ 15,000.00
2	Implement Storm Water Pollution Prevention Plan (SWPPP), Dust Control Program	1	L.S.	\$ 8,000.00	\$ 8,000.00
3	Traffic Control	1	L.S.	\$ 12,000.00	\$ 12,000.00
4	Retaining Wall	2500	L.F.	\$ 400.00	\$ 1,000,000.00
5	Curb & Gutter	2,500	L.F.	\$ 40.00	\$ 100,000.00
6	4.5' PCC Sidewalk	11,250	S.F.	\$ 12.00	\$ 135,000.00
7	12" Subgrade Prep	2,800	C.Y.	\$ 10.00	\$ 28,000.00
7	Furnish, grade and compact Aggregate Class II Base	4,000	TON	\$ 100.00	\$ 400,000.00
9	Installation of 4" AC Pavement	2,000	TON	\$ 200.00	\$ 400,000.00
10	Overlay Existing Asphalt	62,500	S.F.	\$ 3.50	\$ 218,750.00
9	Striping	1	L.S.	\$ 13,000.00	\$ 13,000.00
10	Street Lights	8	EACH	\$ 9,000.00	\$ 72,000.00
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
				TOTAL =	\$ 2,401,750.00



IID

A century of service.

Exhibit 3

www.iid.com

Since 1911

December 3, 2019	BOARD AGENDA MEMORANDUM	Action
SUBJECT	IID Proposed 2020 Budget	
DEPARTMENT	Executive/Energy/Water/Finance	
PRESENTER	Department managers	

Background

The proposed operating, capital and staffing budget plans for Energy, Water and Support services were reviewed with the board in public as workshop items during the month of October (October 8, 2019 in El Centro; October 15, 2019 in La Quinta).

There are no anticipated rate increases in 2020.

The 2020 proposed budget includes staffing of 1,418 positions and the departmental details can be found on pages H-13 and H-14.

The draft budget includes new borrowings of \$8 million for electric capital projects, \$16.6 million for the water system as well as new borrowing of \$16.9 million for support services capital.

This was an informational item before the board on November 5, 2019 and November 19, 2019.

Financial Impact

Proposed 2020 operating and capital budgets of \$558,060,900 for Energy Department and \$263,251,700 for Water Department, which include the Support Services operating and capital budgets.

Recommendation

Staff recommends the adoption of the attached resolution approving the 2020 IID proposed budget and staffing plan for the Water, Energy, and Support Services departments.

Additional City Pipeline Projects & Equipment

Project Name & Equipment

- Dahlia Canal Pipeline (City of Imperial)
- North Date Canal Pipeline (City of El Centro)
- Pear 9th Street Pipeline (City of Holtville)
- AAC Hoist Upgrade, 5 Gates
- Dozer, Short-Reach Excavator, Long-Reach Excavator, Water Truck, Dump Truck

- ✓ Additional City Pipeline \$4.3 million
- ✓ Additional Automation \$0.5 million
- ✓ Additional Equipment \$1.5 million



IID

A culture of service



IID

A century of service.

Exhibit 4

www.iid.com

Since 1911

September 11, 2019

Mr. Stefan T. Chatwin, City Manager
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Dear Mr. Chatwin:

Subject: City of Imperial Request for IID Indirect Pipeline Program Fund Inclusion - Dahlia Canal Pipeline, La Brucherie Road, Imperial

This letter is in response to your letter (copy attached) received by email on July 9, 2019 requesting the Dahlia Canal Pipeline project from Treshill Road to Aten Road be placed on the IID's indirect pipeline program fund. The Dahlia Canal in this portion is approximately 2,600 feet long, concrete lined canal several feet above the existing adjacent two-lane La Brucherie Road.

The pipelining request will allow the city to provide full four-lane widening of La Brucherie Road to accommodate sidewalk and bike paths for improved safety, mobility and a healthier community.

It is also understood that long-term interim road improvements are proposed along La Brucherie Road which will require an IID encroachment permit and that both Imperial and IID staff are currently engaged in that separate process.

1. The IID's pipeline indirect fund was established by IID Board resolution in 1990 under an agreement with the MWD to address indirect costs of a 1988 water conservation program. These indirect costs related to the conservation of water included lateral canal pipelining as well as other measures. Subsequent amendments to the original resolution was made and Resolution No. 14-2002 (copy attached) is currently being followed with respect to the indirect pipeline fund. The indirect fund outlines the eligibility of projects and the process by which pipelining projects may be funded, including conformance to IID Regulation No. 51 (copy attached).
2. The Dahlia Canal pipelining proposed is within a developed area and the city is the requesting entity. Under the IID's Regulation No. 51 the pipelining falls under the local public entity project category with a 75 percent indirect pipeline fund of eligible pipelining costs.

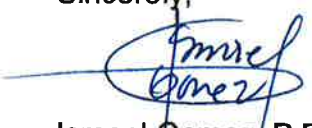
Exhibit 4

The city would therefore have to match 25 percent of these costs and pay 100 percent of the ineligible pipelining costs as outlined in Regulation 51. Typical non-eligible project costs may include import/export of soils, backfill compaction, power line and other utility and encroachment relocation work, and any street repairs.

3. A high-level budget cost to pipeline the Dahlia Canal along the portion from Treshill Road to Aten Road with a 60 inch RGRCP in 2019 dollars is approximately \$1.9 million. A more detailed cost estimate would be provided once actual detailed design is started. A detailed cost estimate would itemize eligible and non-eligible project costs so that the city's share can be determined and payment by the city can be deposited with IID.
4. As requested in your letter, staff is in the process of placing the Dahlia Canal onto the list of projects to be pipelined using the IID's indirect pipeline program fund. IID staff will prepare the documentation needed and present to the IID Board in an upcoming public meeting, tentatively prior to January 2020.
5. The current list of indirect pipeline fund projects have been prioritized by IID Board and the Dahlia Canal pipeline priority would be after the remaining projects are constructed. At this time there are several projects ahead of this one. It may be at least ten years before this project could be ready for funding availability. You will be notified when this item is scheduled for the IID Board of Directors.

If you have any questions, please do not hesitate to contact Claudia Beltran, Engineer, at (760) 339-9003 or by email at cbeltran@iid.com.

Sincerely,



Ismael Gomez, P.E.,
Assistant Manager, Chief Engineer
Engineering Services

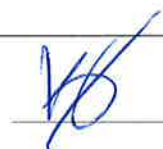
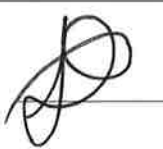
FF: cm

cc: Cindy Matejovsky, IID Water Finance Controller
Othon Mora, City of Imperial Community Development Director
Manuel Ortiz, Engineer Principal, Water
Juan Maturino, Engineer Assistant, Water

DATE SUBMITTED 11/22/2019
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 12/04/2019

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: New Holland Street Planer DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove the purchase of New Holland High Flow Cold Planer.				
DEPARTMENT INVOLVED: Public Services- Streets				
BACKGROUND/SUMMARY: Public Services is need of a street Planer that helps with leveling and has obtained 2 quotes from the following vendors: • Torrence's Farm Implements \$30,062.25 • Scott Equipment \$24,039.03 We recommend purchasing from Scott Equipment - the lowest quote.				
FISCAL IMPACT: \$24, 039.03 Scott Equipment GL 01-320-5442	FINANCE INITIALS <u></u>			
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u></u>			
MANAGER'S RECOMMENDATION: n/a	CITY MANAGER'S INITIALS <u></u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center;"> APPROVED (DISAPPROVED (REFERRED TO: </td> <td style="width: 33%; text-align: center;"> REJECTED (DEFERRED (</td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED (DISAPPROVED (REFERRED TO:	REJECTED (DEFERRED (
SECONDED: AYES: NAYES: ABSENT:	APPROVED (DISAPPROVED (REFERRED TO:	REJECTED (DEFERRED (		



Torrence's Farm Implements

190 East Hwy 86
Heber, Ca. 92249
760-352-5355 Phone

Quotation

November 21, 2019

To: City Of Imperial
Attn: Jisella Solorazano

New Holland High Flow Cold Planer Attachment	\$24,000.00
---	--------------------

Model HP 24 24" Cold Planer attachment for Skid Steer Loader
31-44 GPM Hi Flow Hydraulic Flow

Universal Electronic Control Kit for units without (Multi Function Handle) Required if unit does not have compatible Multi Function handle	\$1,100.00
---	------------

Water Kit 40 Gallon Rear Mount	\$2,500.00
--------------------------------	------------

Water Nozzle and Hose kit for Cold Planer Attachment	\$300.00
--	----------

Subtotal	\$27,900.00
Sales Tax @ 7.75%	\$2,162.25

Total	\$30,062.25
--------------	--------------------

Prices include inbound freight and delivery to City Of Imperial
Prices are valid for 30 days from date of Quote.

(Optional 30 Gallon roof mounted 30 gallon water kit available in lieu of 40 gallon for \$1,500.00 plus tax)

Quote Prepared by Matthew Hester 760-455-9780 matt.hester@torrences.net

Serving The Agricultural, Light Industrial and Turf Industries Since 1939
www.torrences.net

**14635 VALLEY BLVD
FONTANA, CA 92335**

DATE:

10/31/2019

CUSTOMER:	City of Imperial 420 S. Imperial Ave Imperial CA 92251
CONTACT:	Isaiah Gonzales
EMAIL:	lgonzales@cityofimperial.org
OFFICE:	760-540-0723
FAX:	
CELL:	

DOOSAN**KOBELCO**

SALESPERSON: Brendan Ramos
OFFICE: (909) 822-2200
FAX: (909) 822-4850
CELL: (909) 721-9840

SHIP VIA: F.O.B. FONTANA, CA

PRICES BELOW ARE GOOD FOR 10 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<i>Description</i>		
	<i>Equip and/or Serial Number</i>		
1	24" New Holland Planner	\$20,935.00	\$20,935.00
1	Water Kit	\$1,375.00	\$1,375.00
See Attached for Specs			
**FULL LINE OF PARTS, SERVICE & ON SITE SERVICE TRUCKS			

Purchase Order # _____ Company _____

Date: _____ Signature/ Title: _____



SUBTOTAL	\$ 22,310.00
TAX	\$ 1,729.03
CREDIT CARD	\$ -
DMV EXEMPT	\$ -
DEP / DN PYMT	\$ -
TOTAL	\$ 24,039.03



COLD PLANER, HIGH FLOW

SKID STEER LOADERS/COMPACT TRACK LOADERS

For specified skid-steer loaders equipped with optional high flow, auxiliary boom hydraulics. Includes drum, hydraulic depth, tilt, hydraulic sideshift, hoses, fittings and quick couplers.

	PART NUMBER	WEIGHT LB
Cold Planer HP16* - 16" with hydr controls (26-30 gpm)	84539370	2150
Cold Planer HP18 - 18" with hydr. controls (26-30 gpm)	84539371	2200
Cold Planer HP16* - 16" with hydr controls (31-44 gpm)	84539372	2150
Cold planer HP18 - 18" with hydr. controls (31-44 gpm)	84539373	2200
Cold planer HP24 - 24" with hydr. controls (31-44 gpm)	84539374	2400
Cold planer HP30 - 30" with hydr. controls (31-44 gpm)	84539375	2600
Cold planer HP40 - 40" with hydr. controls (31-44 gpm)	84539376	3100
EHF Cold planer HP24 - 24" with hydr. controls (31-44 gpm)	84523773	2400
EHF Cold planer HP30 - 30" with hydr. controls (31-44 gpm)	84523774	2600
EHF Cold planer HP40 - 40" with hydr. controls (31-44 gpm)	84523775	3100

*16" drum installed in 18" housing.

ADDITIONAL COMPONENTS (Order as Needed)

2.5" Slot Cutting Drum for HP16, HP18, HP24, HP30, HP40	87045459	120
4" Slot Cutting Drum for HP16, HP18, HP24, HP30, HP40	87045460	135
6" Slot Cutting Drum for HP16, HP18, HP24, HP30, HP40	87045461	150
Universal electric control kit for units without MFH (not for EHF planers)	47403651	4
Water nozzle kit, includes 3 spray nozzles, tubing and fitting to reach coupler on loader boom fo SP12 - HP30	87045462	10
Water nozzle kit, includes 3 spray nozzles, tubing and fitting to reach loader boom on HP40	87326406	12

Pressurized Water Kit available. See "Water Kit" page for details

MODEL COMPATIBILITY	L213	L215	L216	L218	L220	L221	L223	L225	L228	L230	L234	C227	C232	C237	C234	C238	C245	REQ'D EQUIPMENT							
	L150	L160	L170	L175	L180	L185	L190	C175	C185	C190	STD FLOW	HIGH FLOW	EHF	CASE DRAIN	MFH	DEMO DOOR	2ND AUX								
16" COLD PLANER (26-30)			•					•										R		R	R				
18" COLD PLANER (26-30)			•					•										R		R	R				
16" COLD PLANER (31-44)				•		•	•	•	•	•	•	•	•	•	•			R		R	R				
18" COLD PLANER (31-44)				•		•	•	•	•	•	•	•	•	•	•			R		R	R				
24" COLD PLANER (31-44)				•		•	•	•	•	•	•	•	•	•	•			R		R	R				
30" COLD PLANER (31-44)					•	•	•	•	•	•	•	•	•	•	•			R		R	R				
40" COLD PLANER (31-44)							•	•	•	•	•	•	•	•	•			R		R	R				
EHF 24" COLD PLANER (31-44)								•							•	R		R		R	R				
EHF 30" COLD PLANER (31-44)								•							•	R		R		R	R				
EHF 40" COLD PLANER (31-44)								•							•	R		R		R	R				

Cold Planers, High Flow (Continued next page)

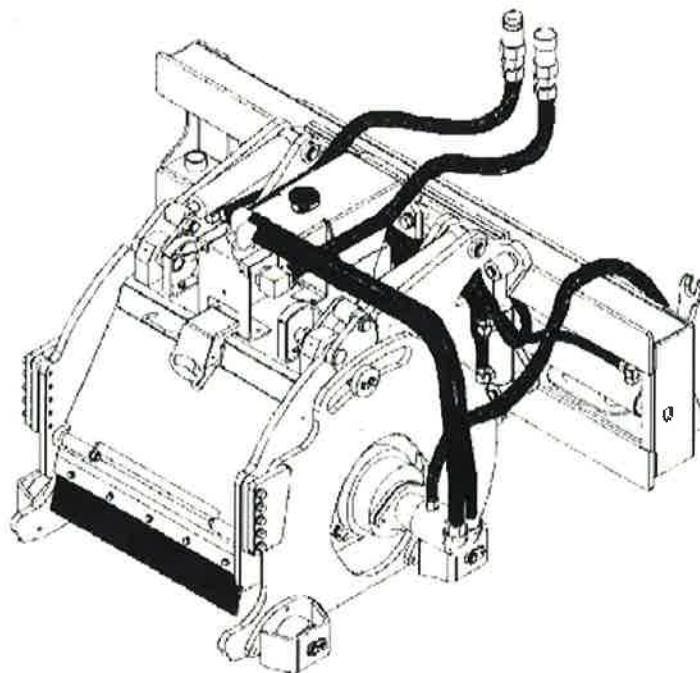


COLD PLANER, HIGH FLOW

SKID STEER LOADERS/COMPACT TRACK LOADERS

FEATURES

- Independent pivoting head for better contour tracking
- Removable wheels for planing next to curbs and obstructions
- Hinged cover for pick maintenance access
- Pick maintenance tool included
- Solid steel wheel construction (hardened) with greasable manifold pins and secluded zerks
- Plated and powder-coated surfaces offer resistance to harsh environments
- High rear spoil clearance to prevent recirculation of material
- T1 steel construction in high wear areas
- $\pm 8^\circ$ tilt capability
- 0-5" cutting depth, 0-19" sideshift center to right
- Convenient, fully electro-hydraulic, in-cab control for depth, tilt, and sideshift
- Depth and tilt position indicators
- Protective shields for hydraulic and electrical components
- Independent self-leveling depth adjustment shoe allows for precise lapping cuts and taper cuts (i.e. multiple pass and approaches to RR crossings)
- Efficient piston drive motor
- Planetary drive delivers high torque
- Universal, general purpose picks standard



APPLICATIONS

- For heavy duty planing jobs, including milling transition and repair areas, frost heaves and expansion joints

REQUIREMENTS FOR OPERATION

- High flow auxiliary hydraulics (EHF for specified units)
- Multi function control kit or universal electric control kit
- Case drain

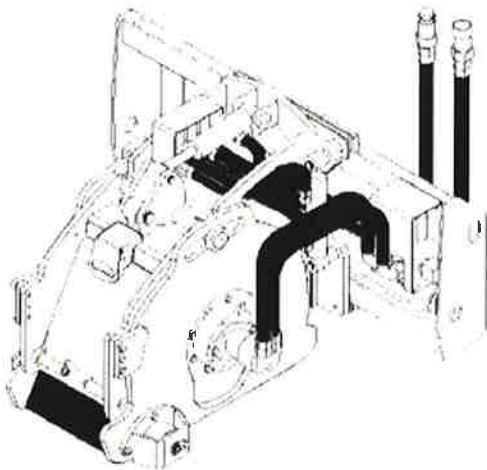


COLD PLANER – SPECIFICATIONS

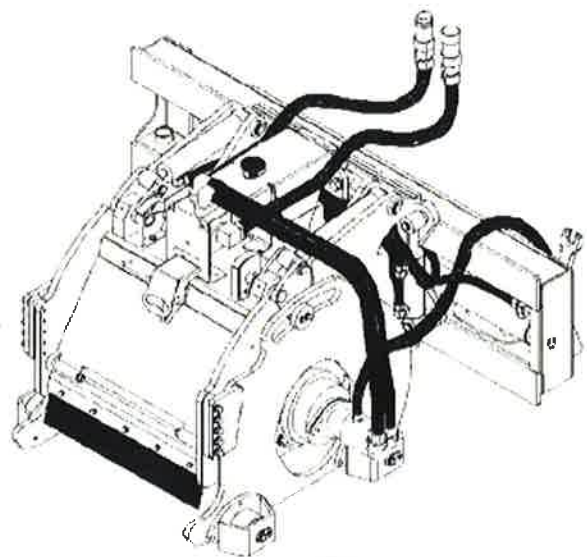
SKID STEER LOADERS/COMPACT TRACK LOADERS

SPECIFICATIONS						
MODEL	SP12	HP16*	HP18	HP24	HP30	HP 40
Operating Weight - lb. (kg)	1400 (635)	2100 (952)	2150 (975)	2350 (1066)	2550 (1157)	3100 (1338)
Cutting Depth - in. (mm)	0-5 (0-127)	0-5 (0-127)	0-5 (0-127)	0-5 (0-127)	0-5 (0-127)	0-5 (0-127)
Cutting Width - in. (mm)	12 (305)	16 (450)	18 (450)	24 (600)	30 (762)	40 (1016)
Drum Diameter - in. (mm)	19 (482)	22 (559)	22 (559)	22 (559)	22 (559)	22 (559)
Tilt	± 11°	± 8°	± 8°	± 8°	± 8°	± 8°
Sideshift - in. (mm)	0-19 (0-483) center to right	3-22 (76-560) center to right	3-22 (76-560) center to right	3-22 (76-560) center to right	3-22 (76-560) center to right	3-22 (76-560) center to right
Hydraulic requirement- gpm (l/m)	12- 22 (45-83)	26-30 or 31-44 (98-115 or 116-166)	26-30 or 31-44 (98-115 or 116-166)	31-44 (116-166)	31-44 (116-166)	31-44 (116-166)
Hydraulic requirement - psi (bar)	2500-3000 (172-206)	2500-3000 (172-206)	2500-3500 (172-241)	2500-3500 (172-241)	2500-3500 (172-241)	2500-3500 (172-241)
EHF Hydraulic requirement -psi (bar)				4000 (275)	4000 (275)	4000 (275)
Wheels/shoes	Both with independent left/right control	Both with independent left/right control	Both with independent left/right control	Both with independent left/right control	Both with independent left/right control	Both with independent left/right control
Drive	Planetary	Planetary	Planetary	Planetary	Planetary	Planetary
Controls	Manual - SP12 Hyd. - SP12H hydraulic optional	Full hydraulic with in-cab controls	Full hydraulic with in-cab controls	Full hydraulic with in-cab controls	Full hydraulic with in-cab controls	Full hydraulic with in-cab controls
No. of Carbide Picks	37	43	45	57	69	89

*16" drum installed in 18" housing.



SP12



HP24



WATER KIT

SKID STEER LOADERS/COMPACT TRACK LOADERS

Water kit may be used with pick-up sweepers, angle brooms, cold planers, rock wheels, vibratory rollers and other attachments where dust control is important.

REQUIRES TUBING AND NOZZLE KIT FOR INDIVIDUAL ATTACHMENTS	PART NUMBER	WEIGHT LB
Water Kit, Rear Mount for L/C100 Series	86619370	300
Water Kit, Roof Mount for L/C200 Series	84399981	50

COMPLETING PACKAGES (Order as Needed)

Mounting Adapter Kit - Required for LS140, LS150, L140, L150 only	86619371	40
Water Nozzle Kit for brooms, other attachments - includes 4 nozzles, tubing, mounting brackets, hose and quick disconnect coupling	86619372	15
Water Nozzle Kit - includes 3 spray nozzles, tubing, and fitting to reach coupler on loader boom for SP12 - HP30 cold planers.	87045462	10
Water Nozzle Kit - includes 4 spray nozzles, tubing, and fitting to reach coupler on loader boom for HP40 cold planers.	87326406	12

MODEL COMPATIBILITY																	REQ'D EQUIP	
	L150	L160 L170	L175	L180 L185	L190	C175	C185 C190	L213 L215 L216	L218 L220 L221	L223 L225	L228 L230 L234	C227	C232 C234 C237	C238 C245			STD FLOW	MFH
Water Kit, Rear Mount for L/C100 Series - 86619370	•	•	•	•	•	•	•											○
Water Kit, Roof Mount for L/C200 Series - 84399981								•	•	•	•	•		•				○

FEATURES

REAR MOUNT

- 40 gallon capacity
- Rear-mounted, dual tanks
- Includes pump, tubing to end of loader boom, wiring harness, control box
- Water tanks mount to rear counterweight brackets on loader – order from CNH Industrial Parts & Service if required

ROOF MOUNT

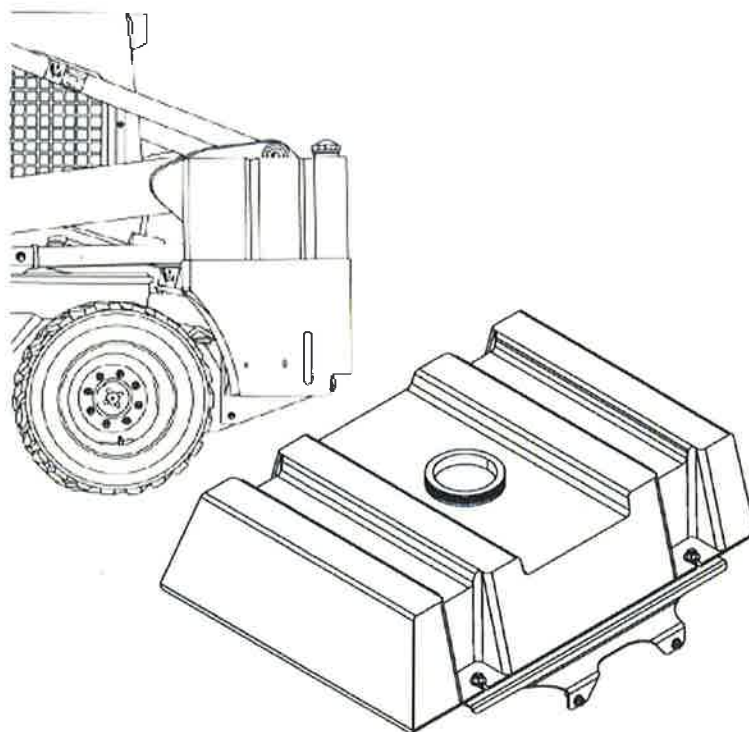
- 30 gallon capacity
- Roof mounted, low-profile tank
- Includes mounting brackets, pump, tubing to end of loader boom, wiring harness, control box

APPLICATIONS

- Pick-up brooms, angle brooms, cold planers, rock saws, vibratory rollers and other attachments requiring dust control

REQUIREMENTS FOR OPERATION

- Nozzle kit for specific applications



DATE SUBMITTED 12/13/19
 SUBMITTED BY City Clerk
 DATE ACTION REQUIRED 12/18/19

Agenda Item No R - 8
 CITY 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: RE-ORGANIZATION OF CITY COUNCIL
 FOR CALENDAR YEAR 2020.**

1. CITY CLERK TO OPEN NOMINATIONS FOR MAYOR.
2. NEWLY SELECTED MAYOR ASSUMES CHAIR AND OPENS
 NOMINATIONS FOR MAYOR PRO-TEMPORE.

DEPARTMENT INVOLVED: City Council and City Clerk

BACKGROUND/SUMMARY: Per Government Code Section 36802 the Mayor shall preside at the meetings of the Council. If he is absent or unable to act, the Mayor Pre-tempore shall serve until the Mayor returns or is able to act. The Mayor Pre-tem has all of the powers and duties of the Mayor.

The Mayor represents the City at ceremonial and civic events. The Mayor executes documents and agreements on behalf of the City Council, makes recommendations for appointments to City boards and commissions and may represent the City on various county and regional boards, committees and commissions.

To assist in the procedure of nominating and selecting a Mayor and Mayor Pre-tempore, the following protocol is recommended:

1. The City Clerk to open nominations for Mayor by asking for nomination by motion. (Nominations cannot be accepted from members of the public). And a second to confirm the nomination.
 2. If there is a second, the matter will be taken to a vote. If there is no second, the Clerk will ask for another nomination by motion and a second.
 3. A vote will be taken to appoint the Mayor.
 4. The newly selected Mayor assumes chair and opens nominations for Mayor Pro-tem.
- The Mayor and Mayor Pre-tem will serve for a one (1) year term. The office of Mayor and Mayor Pro-tem receives the same monthly stipend as other members of the City Council.

FISCAL IMPACT None.

STAFF RECOMMENDATION: Council act accordingly to select a Mayor and Mayor Pro-tempore.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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