



AGENDA

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

December 21, 2022

Closed Session at 6:00 p.m.

Open Session at 7:00 p.m.

City Council Members

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

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. Email public comments to publicinformation@cityofimperial.org by 5:00 pm on Wednesday, December 21, 2022. Comments received by 5:00 pm will be read into the record during the regular meeting.

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

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

A-1. Public Employee Performance Evaluation (§54957)

Title: City Manager

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

Case Number.: 4A2210BMYH5-0001

A-3. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(d)(2): One (1) Potential Case

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

Roll Call

Pledge of Allegiance

Adjustments to the Agenda

Action Taken in Closed Session

C. Public Appearances:

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

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

D. Consent Agenda:

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

D-1. Approval of City Council meeting minutes from December 7, 2022.

D-2. Approval of agreement between Flock Group INC. and the City of Imperial.

D-3. Approval of continued emergency action of resolution No. 2022-60, HWY 86 and Aten Rd.

D-4. Approval of Claims and Warrants Report.

D-5. 2022 California Building Codes, Adoption/2nd Reading of Ordinance NO. 823.

D-6. Approve Final Map for Victoria Ranch Unit 4B & Authorize the City Clerk to Record Final Map and Documents

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

E-1. Subject: Results of General Election Held November 8, 2022.

1. Adoption of Resolution 2022-80; declaring the results of the November 8, 2022 General Municipal Election.

E-2. Subject: Administration of Oath of Office and Presentation of Certificates of Elections to Those Officers Who Were Elected to Office.

1. City Clerk Dennis Morita to Administer Oath of Office to Elected City Clerk, Kristina Shields.
2. City Clerk Shields to Administer Oath of Office to Elected Council Members Stacy Mendoza, Ida Obeso-Martinez, and Reelected Council Member James Tucker.

E-3. Subject: Reorganization of the City Council Members for 2023.

1. Selection of Mayor
2. Selection of Mayor Pro Tempore

E-4. Subject: Reorganization of Successor Agency to the Redevelopment Agency Board for 2023.

1. Selection of Chairman
2. Selection of Vice-Chairman

E-5. Subject: Recognition of Departing City Council Members.

1. Recognition of Council Member Karin Eugenio
2. Recognition of Mayor Geoff Dale.

F. Adjournment

F-1. Subject: Adjournment of this Regular Meeting of the City Council is Until the Next Regularly Scheduled Meeting, Wednesday, January 4, 2023, at 7:00 p.m.



Minutes

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

December 7, 2022

Closed Session at 5:30 p.m.

Open Session at 7:00 p.m.

City Council Members

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

A. City Council Convenes to Closed Session at 5:30 p.m.

Mayor Dale called close session to order at 5:30 p.m.

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

City Staff Present: Dennis Morita-City Manager, Alexis Brown- Assistant City Manager, Katie Turner-City Attorney.

A-1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(d)(2): Three (3) Potential Cases

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

Case Number.: 4A2210BMYH5-0001

A-3. Conference with Real Property Negotiators (§ 54956.8)

Property: APN 064-230-015000 (located at 451 W. Aten Road)

Agency Negotiator: City Manager

Negotiating Parties: County of Imperial

Under Negotiation: Instructions to Agency Negotiator Regarding Lease, Price and Terms

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

Mayor Dale Called Open Session to Order at 7:08 p.m.

Roll Call:

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

City Staff Present: Dennis Morita- City Manager, Alexis Brown-Assistant City Manager, Katie Turner- City Attorney, Othon Mora-Community Development Director, Jackie Loper- Public Services Director, Anthony Lopez-Parks Director, Alex Estrada-Information Technology Director, Luis Anguiano-Information Technology Support Technician, Jillian Mehdipour-Public Records Analyst, Max Sheffield -Police Captain, Cody Cole- Community Development Building Inspector.

Pledge of Allegiance:

Led by Robert Amparano

Adjustments to the Agenda:

Morita, former Council Member Eugenio has vacated her position and the record shall reflect there is now only four council members. We request that an item be added to the agenda; it was brought to our attention after the agenda was posted, there is additional COPS funding that needs to be expended by the end of the year. The item would be added as F-12 with resolution 2022-077 to accept the funding.

Action:

Amparano made a motion to approve adding “*Item F-12 for discussion and approval, Resolution 2022-077 COPS Program Funding for Fiscal Year 2020-2021.*” **Tucker seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 4-0

Action Taken in Closed Session:

Turner, Item A-1, the council discussed three potential cases of anticipated litigation. Direction was given to the council; no reportable action was taken. Item A-2 direction was given to the council. A-3, with Real Property located at 451 W. Aten Road, terms were given to the negotiator. There is no reportable action to report.

C. Public Appearances:**C-1. Matters not appearing on the agenda:**

Christian, Imperial Market Days Participating Vendor, addressed the Council requesting more allowed time for vendors to vacate the market days area after the event closure.

C-2. Matters appearing on the agenda:

None

D. Special Presentations**D-1. Imperial Public Library Scholarship Awards:**

The awardees presented a slide show. Mayor Dale recognized the awardees and presented scholarship awards.

E. Consent Agenda:

E-1. City Council Meeting Minutes for October 19, 2022, November 2, 2022, and November 16, 2022.

E-2. Continuation of Emergency at HWY 86 and Aten Road.

E-3. Adoption of Resolution 2022-74 Ceasing the Emergency for Water Leak at Wall Road.

- E-4. Continuation of Emergency for 6th Street Apartments.
- E-5. Authorization to File Annual Reports in Accordance with SB 165 for Community Facility Districts Bratton 2004-3, Mayfield 2004-2, Monterrey Park 2006-1, Savanna Ranch 2006-2, Springfield 2005-1, and Victoria 2004-1.
- E-6. 2nd Amendment to City Manager Contract

Action:

Burnworth made a motion to approve “*items E1, E2, E3, E4, E5, and E6, on the consent agenda.*”
Amparano seconded the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

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

F-1. Subject: Purchase of Equipment for Waste Water Treatment Plant

Discussion:

Loper presented the staff report. Burnworth, the new one will be purchased, will the current one be repaired and become the backup? Loper, yes. Amparano, what is the time frame we are looking at? Loper, we will not know the time it will take until we order the parts and they give us an expected delivery time.

Action:

Tucker made a motion to approve, “*The Authorization to Purchase a Submersible Pump for the Waste Water Treatment Plant in the amount not to exceed \$6,000.00.*” **Amparano seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-2. Subject: Award of Engineering Design Services in Response to RFP 2022-07

Discussion:

Mora presented the staff report. Amparano, is this for the striping? Mora, it’s for the thermo plastic bike lane, the design. Amparano, so this is to ensure the project is completed correctly. Is this something we can do in house? Mora, that is correct. At the current time we do not have the capabilities to take care of this inhouse. In the future, we will be able to take care of this in house. Burnworth, do you have a professional engineer to stamp the completed plans? Mora, we do not, and for this project we would not need it since there are no significant changes. We also have consultants on hand we can hire if needed.

Action:

Amparano made a motion to approve the *“Award of Engineering Design Services for RFP 2022-07 to LC Engineering Consultants Inc. for the Class II Bike Lane on Aten Blvd., Between Vilore Way to Austin Road in The Amount Of \$20, 240.00.”* **Burnworth, seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-3. Subject: Award of Engineering Design Services in Response to RFP 2022-08.

Discussion:

Mora present the staff report. Amparano, this is half of what the other bids were at, is there going to be changes? Mora, we have worked with them in the past, and the work was very successful.

Action:

Burnworth made a motion to *“Award of Engineering Design Services for RFP 2022-08 to Vexer Engineering for the Aten Blvd. Rehabilitation Project Between Vilore Way to HWY 86 in the amount of \$37,534.00.”* **Tucker seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-4. Subject: Imperial Police Department Equipment Purchase.

Discussion:

Sheffield, presented the staff report.

Action:

Tucker made a motion to *“Authorization to Purchase Equipment and Supplies for Patrol and Investigations Unit(s) in the Amount Not to Exceed \$12,000.00.”* **Amparano seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-5. Subject: Improvements to Sunset Park

Discussion:

Lopez presented the staff report with a power point. Amparano, I like the red clay. What would that do to the DG that we put in there? Lopez, we would need to regrade the area first, then install additional drain boxes. This will help keep the new improvements from deteriorating. Tucker, where does the water go after the storms? Lopez, with the grade working properly, it will go to the southeast corner. Currently it's not working properly it needs to be regraded. Currently the water just pools. We want to install 12x12 suction boxes with a regrading this will allow us to pump the water out right away. Amparano, does this price include the materials, labor, and regrading? Lopez, we would be working with Public Services to complete this as an in-house project. If needed we can also look to our non-profit organization for help with donations of labor work if there is work that would need to be outsourced. Dale, is there a way we can get some lights installed? Lopez, Public Service has sent me the cost for the past installed lights. I know we will have funds to do some extra things, like the lights. Dale, I can buy the light in a pair on Amazon for \$600.00. I would buy the lights and donate them if they could be put on a pole and mounted just so the kids and those wanting to use the park when its dark out can. Lopez, we will have some extra funds and have some options that we can look into for this. Loper, if you can get me the specification of the lights I can look in to what we can do for installing lights.

Action:

Tucker made a motion to approve “*Proposed Park Improvements to Sunset Park Not to Exceed \$150,000.00, to include Park lighting.*” **Burnworth seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-6. Subject: Community Development Department Safety Standards.

Discussion:

Mora presented the staff report. Amparano, how is the code enforcement officer protecting themselves? What are we doing to take care of them? I have had this conversation before with Mr. Morita. I ask what is being done for the staff's safety. Morita, although data has been collected on situations that a code enforcement officer would face,

ultimately, it's up to us at the end of the day on what measures to implement. According to our information, we do not have anything that would put our code enforcement officer in danger. The PD would be engaged if a situation would arise. My recommendation is to proceed with a non-tactical uniform: a polo shirt and pants. This may change in the future with new data. Amparano, what do ICC, CA, and CEO stand for? Mora, International Code Counts, and the California Association of Code Enforcement Officers. Amparano, how much training does our staff have? We give them all the training, but nothing to protect themselves. Dale, I don't believe the code enforcement officer should escalate the situation; if it gets to the point where it's escalating, the PD should be involved. I am all for education on both sides. I have an issue with the word officer on the title code enforcement; when someone thinks they are an officer when they are not, it can create issues when they approach someone. This creates escalation.

Action:

Tucker made a motion to “*Approve of Resolution No. 2022-73 Adopting Safety Standards for the Community Development Department Divisions of Engineering and Building and Safety in Accordance with California State Bill 296.*” **Burnworth seconded** the motion.

Ayes: 3 Burnworth, Dale, Tucker

Nays: 1 Amparano

Absent:0

Abstained: 0

Motion Passed 3-1

F-7. Subject: Imperial Public Art Program.

Discussion:

Brown presented the staff report. Tucker, will this include a Welcome to Imperial sign? Brown, it could.

Action:

Amparano made a motion for “*Approval of Resolution 2022-75 Establishing the City of Imperial Public Art Program.*” **Tucker seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-8. Subject: 2022 California Building Codes.

Discussion:

Cole presented the staff report.

Action:

Tucker made a motion for the “*Introduction/ 1st reading by title only of Ordinance No. 823, Amending Imperial Municipal Code Chapter 6 to Adopt 2022 California Building Codes.*”

Burnworth seconded the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

Amparano made a motion to “*Provide Directions to Staff to Prepare a Summary of Ordinance No. 823 for Publication Purposes.*” **Tucker seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-9. Subject: Beautification of HWY 86 Between 2nd and 15th Street.

Discussion:

Brown presented the staff report. Amparano, if this goes through next week, what is our time frame? Brown, we will not be able to secure a timeline until we secure the materials.

Action:

Amparano made a motion to “*Authorization for the Purchase and Installation of Materials for the Beautification of HWY 86 Between 2nd and 15th Street in the Amount of \$910,000.00.*”

Burnworth seconded the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-10. Subject: Establishment of Full Time Classifications and Ranges for the Imperial Public Library.

Discussion:

Brown presented the staff report.

Action:

Tucker made a motion to approve the “*Establishment of Full Time Literacy Coordinator Classification at Range 75 of the MSPC Salary Schedule*”. **Amparano seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

Amparano made a motion for the “*Establishment of Full Time Library Assistant Classification at Range 60 of the Teamsters Local Union 542 Salary Schedule.*” **Tucker seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-11. Subject: Imperial Community Grant Program

Discussion:

Brown presented the staff report. Amparano, how does this come back to council? Brown, this is passed through committees for approval and recommendation of the funding. Burnworth, who is the developmental committee? Brown, this committee is all of City Department heads. Tucker, grants are people who ask for money. So, we are asking for money because we don't have any? Brown, what happens is that the parameters will be set for the gift of public funds that will go into improving the City of Imperial. Burnworth, is this only open a couple times during the year? Brown, we can change that to once a quarter or twice a year? Burnworth, can we make it every quarter?

Action:

Burnworth made a motion for the “*Approval of Resolution 2022-76 Establishing the City of Imperial Community Grant Program.*” *With the amendment of open period will be awarded quarterly.* **Amparano seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

F-12. Subject: Approval of COPS funding.

Discussion:

Sheffield presented the staff report.

Action:

Tucker made a motion to approve the “*Authorization of the use of COPS Funding Resolution 2022-077.*” **Amparano seconded** the motion.

Ayes: 4 Amparano, Burnworth, Dale, Tucker

Nays: 0

Absent:0

Abstained: 0

Motion Passed 4-0

G. Adjournment

G-1. Subject: Adjournment of this Regular Meeting of the City Council is Until the Next Regularly Scheduled Meeting, Wednesday, December 21, 2022, at 7:00 pm.

Action:

8:31 p.m. Mayor Dale adjourned the City Council meeting until 7:00 p.m. on December 21, 2022.

DATE SUBMITTED 12/14/22

SUBMITTED BY Capt. Max Sheffield

DATE ACTION REQUIRED 12/21/22

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPROVAL OF AGREEMENT BETWEEN FLOCK GROUP INC. AND THE CITY OF IMPERIAL

DEPARTMENT INVOLVED:
Police

BACKGROUND/SUMMARY:

This agreement is between Flock Group Inc. and the City of Imperial for four license plate reader (LPR) cameras. The cameras will be placed near busy intersections for investigative use through the Imperial Valley Regional License Plate Reader Program. The cameras will be funded through HIDTA for a term of two years and there will be no fiscal impact to the City of Imperial.

FISCAL IMPACT:

None, full costs inquired will be covered by HIDTA funding sources.

FINANCE
INITIALS

DP

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

DEPT. INITIALS

EF

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DTM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

FLOCK GROUP INC.
ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: Imperial Police Department Legal Entity Name: Imperial Police Department	Contact Name: Leonard J. Barra
Address: Imperial Police Department 424 S. Imperial Ave Imperial, California 92251	Phone: (760) 355-4327 E-Mail: barra@cityofimperial.org
Expected Payment Method:	Billing Contact: CADFY Accounts Receivable 9665 Granite Ridge Dr, Suite 100 San Diego, CA 92123 cadfyinc@gmail.com 619-557-6848
Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions

Sales tax will be added to all fees as applicable. If your organization is tax exempt, please check this box:
and email your Sales Tax Exemption Certificate to billing@flocksafetv.com.

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Advanced Implementation Fee	\$750.00	4.00	\$3,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	4.00	\$10,000.00

Subtotal Year 1:	\$13,000.00
Subscription Term:	24 Months
Annual Recurring Total:	\$10,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$23,000.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Imperial PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of

any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or

emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or

hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or

the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation

to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well

as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or

before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- c. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection

and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10.

MISCELLANEOUS

10.1. Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3. Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6. Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is

located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7.Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8.Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9.Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10.Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

Max Sheffield

From: Guzman, Elsa <Elsa.Guzman@ivlecc.hidta.org>
Sent: Thursday, November 3, 2022 12:27 PM
To: Branch, Forrest; Cloud, Chuck; Diana Diaz; Emmet Fried - ICSO-DEA (efried@icso.org); Erik Corona; Fred Miramontes - Alternate; Forrest Branch; George Figueroa; James Thompson (jthompson@ecpd.org); Jeff Malcolm; Jesus J Serrano (serranoj@calexico.ca.gov); Jimmy Duran (Jduran@brawley-ca.gov); Gallegos, John; Jonathan Blackstone (jblackstone@brawley-ca.gov); Jordan Rose Ivlecc (Jordan.Rose@ivlecc.hidta.org); Leonard Barra; Maldonado, Frank; Marcelino Velasco (MARCELINO.VELASCO@cbp.dhs.gov); Max Sheffield; Lopez, Michelle; Perry Monita - Westmorland PD (pmonita@cityofwestmorland.net); Rene McNish (rmcnish@brawley-ca.gov); Robert Sawyer (Info Copy); Ryan Kelley (ryankelley@co.imperial.ca.us); Scott Pagel (Scott.Pagel@usdoj.gov); Sergio A. Beltran (Sergio.a.Beltran@cbp.dhs.gov); Stewart Harvey - IVLECC (Stewart.Harvey@hsi.dhs.gov); Victor Legaspi (vlegaspi@calexico.ca.gov)
Cc: Eilers, Tom
Subject: FW: LPR Mangers Group

CAUTION: This email originated from outside the City of Imperial. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To All:

For those agencies that are purchasing Flock Safety cameras I will be working directly with Flock representative Anton Benbalit to have the quotes sent directly to me in a format that CADFY will accept. You will still work with Anton Benbalit to sign the Flock agreement and DEASIL access agreement, however the quotes will be sent to me based on the allocations and funding designated from the October 13, 2022 meeting.

If you have any questions, please give me a call. Thank you.

Tom Eilers

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

DATE SUBMITTED

12/14/2022

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

12/21/2022

COUNCIL ACTION

()

PUBLIC HEARING REQUIRED

()

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Continue

Emergency Lift

Stations

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

DEPARTMENT INVOLVED:

Public Services – Waste Water

BACKGROUND/SUMMARY:

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

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

FISCAL IMPACT: TBD

FINANCE
INITIALS


STAFF RECOMMENDATION: Council continues approval of emergency action

DEPT. INITIALS



MANAGER'S RECOMMENDATION:


CITY
MANAGER'S
INITIALS


MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED

()

DISAPPROVED

()

REJECTED

()

DEFERRED

()

REFERRED TO:

Check Register Report

Date: 12/14/2022

Time: 2:52 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
107689	10/27/22	Printed			4207	ALEXIS BROWN		374.02
107691	10/27/22	Printed			5956	AMAZON CAPITAL SERVICES		898.30
107693	10/27/22	Printed			250	BLUE SHIELD OF CALIFORNIA		37,764.23
107694	10/27/22	Printed			7158	BLUETARP FINANCIAL, INC.		662.57
107696	10/27/22	Printed			2738	CARROT - TOP INDUSTRIES INC.		959.14
107697	10/27/22	Printed			1053	CITY OF IMPERIAL		500.00
107698	10/27/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		82.72
107699	10/27/22	Printed			7943	DARREN & TINA ROSS		447.93
107700	10/27/22	Printed			1056	DELL MARKETING L.P.		1,747.09
107702	10/27/22	Printed			4203	DUDLEYS		907.80
107703	10/27/22	Printed			517	DYNAMIC CONSULTING ENGINEERS		25,500.78
107704	10/27/22	Printed			2096	HOME DEPOT CREDIT SERVICES		740.96
107705	10/27/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		2,975.20
107706	10/27/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		468.62
107707	10/27/22	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M		210.00
107710	10/27/22	Printed			2245	JULIAN PIE COMPANY		2,840.00
107711	10/27/22	Printed			868	K-C WELDING & RENTALS, INC.		69.16
107712	10/27/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		175.99
107713	10/27/22	Printed			6596	LC ENGINEERING CONSULTANTS INC		4,950.00
107714	10/27/22	Printed			6499	MARIO ROACHO		3,500.00
107717	10/27/22	Printed			1426	MUSCO SPORTS LIGHTING, LLC		42,453.50
107719	10/27/22	Printed			081	PETTY CASH		20.00
107720	10/27/22	Printed			084	PITNEY BOWES BANK INS		426.99
107721	10/27/22	Printed			6710	PREMIER RENTALS		1,124.15
107722	10/27/22	Printed			2782	PRINCIPAL LIFE INSURANCE COMP		11,453.45
107723	10/27/22	Printed			3897	QT SANITATION		2,150.00
107724	10/27/22	Printed			694	REXEL OF AMERICA, LLC		24.80
107727	10/27/22	Printed			091	STAPLES CREDIT PLAN		144.99
107728	10/27/22	Printed			7944	SURE-CLOSE INC.		3,000.00
107729	10/27/22	Printed			6699	SYNCB-AMAZON		8,444.68
107730	10/27/22	Printed			7708	TUCKER MINI STORAGE		125.00
107731	10/27/22	Printed			1475	TXL, INC.		102.90
107732	10/27/22	Printed			5837	U.S. BANK		1,139.95
107733	10/27/22	Printed			275	UNDERGROUND SERVICE ALERT OF		428.65
107734	10/27/22	Printed			2008	UNITED PARCEL SERVICE		196.37
107735	10/27/22	Printed			5674	WAGeworks, INC		129.20
107736	10/27/22	Printed			7695	WINNCOM TECHNOLOGIES CORP		864.87
107866	11/01/22	Printed			1119	ALBERT VALENZUELA		129.37
107867	11/01/22	Printed			4207	ALEXIS BROWN		239.45
107868	11/01/22	Printed			7941	ALISSA ULLOA		129.37
107869	11/01/22	Printed			7947	ANEL MUNOZ VEYNA		281.25
107870	11/01/22	Printed			6474	ANTHONY LOPEZ		129.37
107871	11/01/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
107873	11/01/22	Printed			7929	DEAN BROWN		86.78
107874	11/01/22	Printed			6812	DIANA QUINTANA		129.37
107875	11/01/22	Printed			7945	DIEGO VALENCIA		281.25
107876	11/01/22	Printed			7955	ELIZABETH JULIA HIDALGO		75.92

Check Register Report

Date: 12/14/2022

Time: 2:52 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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107878	11/01/22	Printed			7953	FRANCES NEWELL		81.24
107879	11/01/22	Printed			314	FRANCHISE TAX BOARD		200.00
107880	11/01/22	Printed			7950	HALEIGH WYATT		281.25
107881	11/01/22	Printed			7956	IGNACIO JIMENEZ		168.27
107882	11/01/22	Printed			120	IMPERIAL COUNTY FIRE DEPT.		124,179.05
107883	11/01/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		2,800.80
107884	11/01/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
107885	11/01/22	Printed			4139	ISAIAH GONZALEZ		129.37
107886	11/01/22	Printed			7545	JILLIAN MEHDIPOUR		129.37
107887	11/01/22	Printed			7613	JON CAZARES		112.23
107888	11/01/22	Printed			7946	LILLIGH STANDIFORD		281.25
107889	11/01/22	Printed			101	LINCOLN LIFE		1,179.67
107890	11/01/22	Printed			7954	MARIO TORREZ		147.37
107891	11/01/22	Printed			6779	MARTIN TORRES		129.37
107892	11/01/22	Printed			2689	MAX SHEFFIELD		129.37
107893	11/01/22	Printed			3444	OTHON MORA		129.37
107894	11/01/22	Printed			7951	PAUL GRAJEDA		281.25
107895	11/01/22	Printed			7940	RICARDO ARGUELLEZ		129.37
107896	11/01/22	Printed			7622	ROBERT MARTINEZ		129.37
107897	11/01/22	Printed			7952	SAMANTHA LOPEZ		281.25
107898	11/01/22	Printed			7923	SERGIO NORIEGA		116.29
107899	11/01/22	Printed			7937	SHINE INVESTMENTS		90.06
107900	11/01/22	Printed			4473	TRACTOR SUPPLY CO		15.48
107901	11/01/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
107902	11/01/22	Printed			7885	WEST SIDE LENDING		100.00
107903	11/01/22	Printed			7949	YADIRAH CHAVEZ		281.25
107904	11/01/22	Printed			7942	YVONNE CORDERO		129.37
108037	11/18/22	Printed			1119	ALBERT VALENZUELA		80.86
108038	11/18/22	Printed			7969	ALEJANDRO HUEZO		6.47
108039	11/18/22	Printed			2357	ALL VALLEY FENCE AND MATERIALS		538.75
108040	11/18/22	Printed			195	ALLIED WASTE		147,566.83
108042	11/18/22	Printed			5956	AMAZON CAPITAL SERVICES		2,038.59
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108045	11/18/22	Printed			7621	ASLM GAS INC		130.00
108046	11/18/22	Printed			1066	AT & T		3,563.44
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108051	11/18/22	Printed			2905	BMI		391.00
108052	11/18/22	Printed			7808	BOOT BARN HOLDINGS		3,391.38
108053	11/18/22	Printed			7478	C & R ASSOCIATES, INC		15,050.90
108054	11/18/22	Printed			1747	CALIFORNIA ASSOCIATION OF		100.00
108055	11/18/22	Printed			2853	CALIFORNIA PARK & RECREATION		150.00
108056	11/18/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
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108058	11/18/22	Printed			6222	CODE EXXPERTS, LLC		769.00
108063	11/18/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		4,036.49

Check Register Report

Date: 12/14/2022

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
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108067	11/18/22	Printed			2725	CREDIT BUREAU OF IMPERIAL		35.00
108068	11/18/22	Printed			7958	CRYSTAL MCSEE		52.80
108069	11/18/22	Printed			569	DESERT VETERINARY GROUP		521.17
108070	11/18/22	Printed			7094	DOOLEY ENTERPRISES, INC		773.65
108071	11/18/22	Printed			4203	DUDLEYS		889.60
108072	11/18/22	Printed			517	DYNAMIC CONSULTING ENGINEERS		42,124.87
108073	11/18/22	Printed			207	EL CENTRO MOTORS		171.06
108074	11/18/22	Printed			7966	FELIX DE LEON		66.42
108075	11/18/22	Printed			5134	FORENSIC DRUG TESTING SERVICES		65.00
108076	11/18/22	Printed			314	FRANCHISE TAX BOARD		200.00
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108078	11/18/22	Printed			1423	GREEN PATCH LANDSCAPING INC.		2,373.20
108079	11/18/22	Printed			7960	HALIMA NAKIBUUKA		95.46
108080	11/18/22	Printed			7092	HELENA AGRI-ENTERPRISES, LLC		161.63
108081	11/18/22	Printed			3039	HOLTVILLE TRIBUNE		672.00
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108083	11/18/22	Printed			7460	HOME GROWN APPAREL		2,804.41
108084	11/18/22	Printed			1190	ICMA RC		600.00
108085	11/18/22	Printed			1190	ICMA RC		600.00
108086	11/18/22	Printed			203	IMPERIAL COUNTY ADMIN OFFICE		2,100.00
108087	11/18/22	Printed			3205	IMPERIAL COUNTY SHERIFFS DEPT.		60,335.31
108088	11/18/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		74,640.88
108089	11/18/22	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,998.00
108090	11/18/22	Printed			1171	IMPERIAL IRRIGATION DISTRICT -		1,500.00
108091	11/18/22	Printed			1336	IMPERIAL LANDFILL- 4136		5,029.58
108092	11/18/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
108093	11/18/22	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M		315.00
108094	11/18/22	Printed			5033	INFO SEND INC.		2,773.00
108095	11/18/22	Printed			7967	JACQUELINE & ANGEL VALADEZ		205.81
108096	11/18/22	Printed			1587	JADE SECURITY SYSTEMS, INC.		59.99
108097	11/18/22	Printed			7965	JEANNIE WALKER		27.10
108098	11/18/22	Printed			7119	JEREMY SCHAFER		96.00
108099	11/18/22	Printed			6365	JOHN DEERE FINANCIAL		185.34
108100	11/18/22	Printed			7882	JOSHUA QUINTERO		112.11
108101	11/18/22	Printed			2245	JULIAN PIE COMPANY		3,905.00
108102	11/18/22	Printed			3245	JUPITER VENTURES I, LP		1,000.00
108103	11/18/22	Printed			868	K-C WELDING & RENTALS, INC.		432.91
108104	11/18/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		697.76
108105	11/18/22	Printed			7971	LADISLAO RAMIREZ		51.62
108106	11/18/22	Printed			1716	LANTELLIGENCE INC.		436.00
108107	11/18/22	Printed			101	LINCOLN LIFE		1,179.67
108108	11/18/22	Printed			7962	LOREAN TATIAN ERWIN		50.78

Check Register Report

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CITY OF IMPERIAL

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
108109	11/18/22	Printed			2028	MAD GRAPHIX INC.		1,077.50
108110	11/18/22	Printed			7963	MAYRA IBARRA		39.69
108111	11/18/22	Printed			7972	MICHAEL BROWN		53.30
108112	11/18/22	Printed			2295	NEW BORDER TACTICAL, INC		519.60
108113	11/18/22	Printed			2295	NEW BORDER TACTICAL, INC		75.76
108114	11/18/22	Printed			2295	NEW BORDER TACTICAL, INC		298.55
108115	11/18/22	Printed			2295	NEW BORDER TACTICAL, INC		492.16
108116	11/18/22	Printed			2295	NEW BORDER TACTICAL, INC		209.95
108117	11/18/22	Printed			2295	NEW BORDER TACTICAL, INC		191.44
108118	11/18/22	Printed			079	ONE SOURCE DISTRIBUTORS		20,479.02
108119	11/18/22	Printed			7974	ORALIA LARIOS		5.21
108120	11/18/22	Printed			7964	PATRICIA ANAYA		5.42
108121	11/18/22	Printed			156	PITNEY BOWES		1,209.00
108122	11/18/22	Printed			694	REXEL OF AMERICA, LLC		2,291.82
108123	11/18/22	Printed			1637	ROMEO'S CAR WASH		187.00
108124	11/18/22	Printed			7957	ROSALINA CABANILLAS		160.10
108125	11/18/22	Printed			7968	ROSWITHA YEARGAIN		93.69
108126	11/18/22	Printed			7343	ROVE ENGINEERING INC		673,843.83
108127	11/18/22	Printed			3526	RSD		279.66
108128	11/18/22	Printed			957	SC FUELS		4,622.80
108129	11/18/22	Printed			979	SELLERS PETROLEUM		15,860.86
108130	11/18/22	Printed			135	SOCALGAS		110.90
108131	11/18/22	Printed			2365	SPARKLETTES		530.97
108132	11/18/22	Printed			091	STAPLES CREDIT PLAN		89.41
108133	11/18/22	Printed			7623	STERICYCLE, INC.		217.30
108134	11/18/22	Printed			7934	STEVEN YONAN		95.59
108135	11/18/22	Printed			6193	STRADLING YOCCA CARLSON&RAUTH,		6,114.00
108136	11/18/22	Printed			104	TEAMSTERS, LOCAL 542		1,037.00
108137	11/18/22	Printed			7443	TEXAS LIFE INSURANCE COMPANY		1,224.72
108138	11/18/22	Printed			7975	TITO BARRIENTOS		139.85
108139	11/18/22	Printed			7539	TOM'S HAY FARM, INC.		160.00
108140	11/18/22	Printed			4473	TRACTOR SUPPLY CO		14.60
108145	11/18/22	Printed			5837	U.S. BANK		20,653.22
108146	11/18/22	Printed			275	UNDERGROUND SERVICE ALERT OF		197.95
108147	11/18/22	Printed			2008	UNITED PARCEL SERVICE		53.59
108148	11/18/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
108149	11/18/22	Printed			1100	USA BLUEBOOK		4,030.25
108150	11/18/22	Printed			1529	VALLEY CHRISTIAN CHURCH MYRTLE		151.51
108152	11/18/22	Printed			615	VALLEY PEST SERVICES, INC		1,322.00
108153	11/18/22	Printed			611	VERIZON WIRELESS		5,455.56
108154	11/18/22	Printed			1715	WAXIE SANITARY SUPPLY		862.12
108155	11/18/22	Printed			1568	WEBB AND ASSOCIATES		39,190.84
108156	11/18/22	Printed			1132	WELLS FARGO BANK MN, N.A.		1,117,961.63
108157	11/18/22	Printed			7885	WEST SIDE LENDING		100.00
108158	11/18/22	Printed			7976	WILEY JAWHARY		30.30
108159	11/18/22	Printed			1827	WILKINSON REAL ESTATE		60.40
108160	11/18/22	Printed			487	XPRESS LUBE		432.56
108161	11/18/22	Printed			7959	ZAID BAKKO		40.96
108278	12/05/22	Printed			2646	4 IMPRINT		5,538.26
108279	12/05/22	Printed			7984	ABC SUPPLY CO.		8,897.47
108280	12/05/22	Printed			1021	AGGREGATE PRODUCTS, INC.		624.52
108281	12/05/22	Printed			023	AIRWAVE COMMUNICATIONS		130.00

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
108282	12/05/22	Printed			2357	ALL VALLEY FENCE AND MATERIALS		107.75
108283	12/05/22	Printed			195	ALLIED WASTE		142,961.10
108285	12/05/22	Printed			5956	AMAZON CAPITAL SERVICES		3,674.78
108286	12/05/22	Printed			6306	AMERICAN FIDELITY ASSURANCE		17,443.80
108287	12/05/22	Printed			3115	AMERICAN WATER WORKS ASSOC		311.00
108288	12/05/22	Printed			6485	ANDREA BARKER		180.00
108289	12/05/22	Printed			2671	ANTHONY MORENO		78.74
108290	12/05/22	Printed			656	AQUA METRIC		13,679.42
108291	12/05/22	Printed			2081	ARAMARK UNIFORM SERVICE		4,379.01
108292	12/05/22	Printed			7562	ARCTIC GLACIER, USA, INC.		7,820.23
108293	12/05/22	Printed			7621	ASLM GAS INC		64.00
108294	12/05/22	Printed			7130	ASPHALT KINGDOM		36,342.00
108295	12/05/22	Printed			5994	AUTOZONE INC.		47.83
108298	12/05/22	Printed			4400	BABCOCK LABORATORIES, INC.		4,199.59
108299	12/05/22	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		40.63
108300	12/05/22	Printed			6370	BIG STATE INDUSTRIAL SUPPLY		1,130.30
108301	12/05/22	Printed			250	BLUE SHIELD OF CALIFORNIA		36,107.33
108304	12/05/22	Printed			7158	BLUETARP FINANCIAL, INC.		2,657.66
108305	12/05/22	Printed			7808	BOOT BARN HOLDINGS		399.43
108306	12/05/22	Printed			674	BRENNTAG		6,832.73
108307	12/05/22	Printed			1382	BROWNELLS, INC.		10.72
108308	12/05/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,000.60
108309	12/05/22	Printed			3669	CANON		2,598.49
108310	12/05/22	Printed			3029	CLAIREMONT EQUIPMENT		563.22
108311	12/05/22	Printed			6222	CODE EXXPERTS, LLC		769.00
108312	12/05/22	Printed			1109	CONSOLIDATED ELECTRICAL DIST.		307.63
108313	12/05/22	Printed			2676	CONSTANCIO S. TORRES		507.50
108314	12/05/22	Printed			784	CONTROL PARTS		11,919.12
108315	12/05/22	Printed			514	CORE & MAIN LP		15,819.53
108318	12/05/22	Printed			6857	COUNTY MOTOR PARTS CO,		1,792.14
108319	12/05/22	Printed			3315	INC CRAIG'S CRANE & SERVICE,		740.00
108320	12/05/22	Printed			3403	INC. DANIELS TIRE CORPORATE		874.67
108321	12/05/22	Printed			1302	DAVID TURCH & ASSOCIATES		5,000.00
108323	12/05/22	Printed			1573	DEPARTMENT OF JUSTICE		98.00
108324	12/05/22	Printed			1084	DISPLAY SALES		3,187.80
108325	12/05/22	Printed			2019	DRISCOLLS		4,546.40
108326	12/05/22	Printed			207	EL CENTRO MOTORS		232.95
108327	12/05/22	Printed			164	ELMS EQUIPMENT RENTAL, INC.		561.26
108328	12/05/22	Printed			7977	EMILIANO VALENZUELA		60.00
108329	12/05/22	Printed			6250	ENVIRONMENTAL WATER SOLUTIONS,		3,647.54
108330	12/05/22	Printed			7987	ERIK VASQUEZ		95.82
108331	12/05/22	Printed			7982	ESMERALDA SWARTHOUT		114.76
108332	12/05/22	Printed			019	FERGUSON ENTERPRISES, INC.		960.90
108333	12/05/22	Printed			314	FRANCHISE TAX BOARD		200.00
108334	12/05/22	Printed			7979	GABRIELA LOZA		155.56
108335	12/05/22	Printed			5574	GRACE CONNOR		91.01
108336	12/05/22	Printed			710	GRAINGER		1,515.31

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
108337	12/05/22	Printed			7720	GREEN RUBBER-KENNEDY AG		7.60
108338	12/05/22	Printed			117	HAAKER EQUIPMENT COMPANY		6,925.24
108339	12/05/22	Printed			2096	HOME DEPOT CREDIT SERVICES		8,849.04
108340	12/05/22	Printed			1190	ICMA RC		600.00
108341	12/05/22	Printed			120	IMPERIAL COUNTY FIRE DEPT.		114,452.29
108342	12/05/22	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		500.00
108343	12/05/22	Printed			2333	IMPERIAL COUNTY PUBLIC HEALTH		452.00
108344	12/05/22	Printed			3205	IMPERIAL COUNTY SHERIFFS DEPT.		44.00
108345	12/05/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		6,494.17
108346	12/05/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		900.00
108349	12/05/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		11,156.40
108350	12/05/22	Printed			7777	IMPERIAL VALLEY AIR CONDITIONI		10,200.00
108351	12/05/22	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		520.48
108352	12/05/22	Printed			7122	ITERIS INC		28,284.38
108353	12/05/22	Printed			1587	JADE SECURITY SYSTEMS, INC.		59.99
108354	12/05/22	Printed			7985	JAIME BLANCO		48.56
108355	12/05/22	Printed			7119	JEREMY SCHAFFER		720.26
108356	12/05/22	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		39.94
108357	12/05/22	Printed			7988	JTB SUPPLY CO, INC		1,485.25
108358	12/05/22	Printed			868	K-C WELDING & RENTALS, INC.		1,916.54
108359	12/05/22	Printed			2901	KIMBALL MIDWEST		4,436.18
108360	12/05/22	Printed			7983	KRISTEN SMITH		229.00
108361	12/05/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		174.16
108362	12/05/22	Printed			5230	LABOR COMPLIANCE CONSULTANTS		1,000.00
108363	12/05/22	Printed			3283	LANDSCAPE ROCK SUPPLY		32.32
108364	12/05/22	Printed			7687	LAW OFFICE OF KATHERINE TURNER		8,000.00
108365	12/05/22	Printed			1996	LEE TIRE CO.		597.41
108366	12/05/22	Printed			7978	LEUNAM FLORES		100.28
108367	12/05/22	Printed			101	LINCOLN LIFE		1,204.67
108368	12/05/22	Printed			7921	MAPLE SYSTEMS INC.		2,595.93
108369	12/05/22	Printed			6499	MARIO ROACHO		5,310.00
108370	12/05/22	Printed			7986	MICHAEL LOZANO		95.95
108371	12/05/22	Printed			7981	MILANA PARKER		43.30
108372	12/05/22	Printed			4475	MOTOROLA SOLUTIONS, INC		16,673.16
108373	12/05/22	Printed			2295	NEW BORDER TACTICAL, INC		32.59
108374	12/05/22	Printed			2295	NEW BORDER TACTICAL, INC		5.00
108375	12/05/22	Printed			2295	NEW BORDER TACTICAL, INC		25.00
108376	12/05/22	Printed			2510	NTU TECHNOLOGIES, INC.		24,986.85
108377	12/05/22	Printed			999	OCTAVIO AYALA		111.00
108378	12/05/22	Printed			079	ONE SOURCE DISTRIBUTORS		5,508.39
108379	12/05/22	Printed			219	PADRE USA		1,416.74
108380	12/05/22	Printed			4562	PET WASTE ELIMINATOR		172.40
108381	12/05/22	Printed			084	PITNEY BOWES BANK INS		800.00
108382	12/05/22	Printed			3179	PITNEY BOWES GLOBAL FINANCIAL		491.91

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
108383	12/05/22	Printed			2782	PRINCIPAL LIFE INSURANCE		5,481.57
108384	12/05/22	Printed			7824	COMP		1,433.25
108385	12/05/22	Printed			3526	REXIN EQUIPMENT		46.56
108386	12/05/22	Printed			6805	RSD		1,673.00
108388	12/05/22	Printed			1239	SALVADOR GONZALEZ		562.73
108389	12/05/22	Printed			3262	SHERWIN-WILLIAMS		11,853.41
108390	12/05/22	Printed			091	SIMNSA HEALTH PLAN		332.46
108391	12/05/22	Printed			7991	STAPLES CREDIT PLAN		183.00
108392	12/05/22	Printed			6416	STORWISE-IMPERIAL		159.00
108393	12/05/22	Printed			068	SUN DATA SUPPLY		2,178.46
108394	12/05/22	Printed			1265	SUNBELT RENTALS, INC.		500.12
108395	12/05/22	Printed			7980	SUPERIOR READY MIX		3,600.00
108396	12/05/22	Printed			7708	CONCRETE LP		125.00
108400	12/05/22	Printed			5837	TIMOTHY EDWARD DALEY		10,474.64
108401	12/05/22	Printed			6883	TUCKER MINI STORAGE		585.70
108402	12/05/22	Printed			275	U.S. BANK		341.05
108403	12/05/22	Printed			2008	ULINE		29.68
108404	12/05/22	Printed			944	UNDERGROUND SERVICE		6.00
108407	12/05/22	Printed			615	ALERT OF		2,247.00
108408	12/05/22	Printed			7567	UNITED PARCEL SERVICE		1,800.00
108409	12/05/22	Printed			611	UNITED WAY OF IMPERIAL		4,630.36
108410	12/05/22	Printed			7990	COUNTY		9.72
108411	12/05/22	Printed			7885	VALLEY PEST SERVICES, INC		100.00
108412	12/05/22	Printed			7695	VERITONE, INC.		6,991.82
108413	12/05/22	Printed			487	VERIZON WIRELESS		393.08
108414	12/08/22	Printed			7286	VR6A, INC		225.00
108415	12/08/22	Printed			5956	WEST SIDE LENDING		1,102.95
108416	12/08/22	Printed			6933	WINNCOM TECHNOLOGIES		43.65
108417	12/08/22	Printed			1851	CORP		1,030.07
108418	12/08/22	Printed			7993	XPRESS LUBE		300.00
108419	12/08/22	Printed			8002	ALL VALLEY URGENT CARE		158.72
108420	12/08/22	Printed			2003	AMAZON CAPITAL SERVICES		1,521.03
108421	12/08/22	Printed			5134	AT&T		394.70
108422	12/08/22	Printed			3039	AT&T LONG DISTANCE		594.00
108423	12/08/22	Printed			028	REBECCA J.THOMAS		53,235.26
108424	12/08/22	Printed			221	DANIEL OLIVAS		719.60
108425	12/08/22	Printed			1555	DEMCO MEDIA TURTLEBACK		163.46
108426	12/08/22	Printed			7997	BOOKS		71.16
108427	12/08/22	Printed			7119	FORENSIC DRUG TESTING		50.66
108428	12/08/22	Printed			7995	SERVICES		60.31
108429	12/08/22	Printed			6681	HOLTVILLE TRIBUNE		111.96
108430	12/08/22	Printed			5658	IMPERIAL IRRIGATION		2,316.63
108431	12/08/22	Printed			5571	DISTRICT		22.11
108432	12/08/22	Printed			8003	IMPERIAL PRINTERS		62.17
108433	12/08/22	Printed			3897	IMPERIAL VALLEY PRESS		3,050.00
108436	12/08/22	Printed			7999	JEFTE ABENCERRAJE		180.98
108437	12/08/22	Printed			8001	JEREMY SCHAFER		1,101.60
108438	12/08/22	Printed			7998	JERRY LOPEZ		92.14
108439	12/08/22	Printed			7994	SALT CEDAR BARBECUE		29.33
108440	12/08/22	Printed			979	SAMANTHA SPRINGER		10,352.73
108441	12/08/22	Printed			2365	SANDRA MARIE VALENZUELA		251.44
108442	12/08/22	Printed			7996	SELLERS PETROLEUM		176.40

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
108443	12/08/22	Printed			1154	WELLS FARGO BANK		2,500.00
108444	12/09/22	Printed			7158	BLUETARP FINANCIAL, INC.		20.74
108445	12/09/22	Printed			674	BRENNTAG		4,094.25
108446	12/09/22	Printed			7989	CAL OES		129.30
108447	12/09/22	Printed			3329	CI- SOLUTIONS		2,485.80
108448	12/09/22	Printed			3029	CLAIREMONT EQUIPMENT		505.64
108449	12/09/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		243.24
108450	12/09/22	Printed			6105	DELL FINANCIAL SERVICES		10,926.40
108451	12/09/22	Printed			2229	EDGAR SELF		443.44
108453	12/09/22	Printed			8000	FRIENDS OF IMPERIAL PARKS, INC		500.00
108454	12/09/22	Printed			2096	HOME DEPOT CREDIT SERVICES		3,752.19
108455	12/09/22	Printed			3205	IMPERIAL COUNTY SHERIFFS DEPT.		250.00
108456	12/09/22	Printed			3075	IMPERIAL STEEL		140.08
108457	12/09/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		103.42
108458	12/09/22	Printed			7302	IMPERIAL VALLEY VOLKSWAGEN		13,843.70
108459	12/09/22	Printed			868	K-C WELDING & RENTALS, INC.		418.83
108460	12/09/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		345.32
108461	12/09/22	Printed			6875	LOS VIGILANTES		600.00
108462	12/09/22	Printed			8005	SOUTHWEST HIGH SCHOOL		1,000.00
108463	12/09/22	Printed			091	STAPLES CREDIT PLAN		202.40
108464	12/09/22	Printed			4473	TRACTOR SUPPLY CO		24.84
108465	12/12/22	Printed			6499	MARIO ROACHO		5,310.00

Total Checks: 359

Checks Total (excluding void checks): 3,420,134.22

Total Payments: 359

Bank Total (excluding void checks): 3,420,134.22

Total Payments: 359

Grand Total (excluding void checks): 3,420,134.22

**Agenda Item
No.****D-5**

DATE SUBMITTED

12/14/22COMMUNITY
DEVELOPMENT
DIRECTOR

SUBMITTED BY

DATE ACTION REQUIRED

12/21/22

COUNCIL ACTION

(X)

PUBLIC HEARING

(X)

REQUIRED

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

(X)

CITY CLERK'S INITIALS

()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT:

DISCUSSION/ACTION: 2022 CALIFORNIA BUILDING CODES

1. Adoption/2nd reading by title only of Ordinance No. 823, Amending Imperial Municipal Code Chapter 6 to Adopt 2022 California Building Codes

DEPARTMENT INVOLVED:

BUILDING AND SAFETY DIVISION

BACKGROUND/SUMMARY:

The Ordinance sets forth requirements for the establishment of construction standards to protect the public welfare and provide uniformity in building laws for residential and non-residential buildings. This Ordinance authorizes the City to inspect, investigate, and enforce compliance with its provisions.

FISCAL IMPACT: \$1,450

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION: Staff recommends adoption by title only of Ordinance No 823 to adopt the 2022 California Building Codes

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

ORDINANCE NO. 823

ORDINANCE OF THE CITY OF IMPERIAL, CALIFORNIA, REPEALING AND REENACTING CHAPTER 6 RELATING TO BUILDING REGULATIONS

The City Council of the City of Imperial does ordain as follows:

SECTION 1: Articles I through Article IV of Chapter 6 of the Imperial Municipal Code are hereby repealed.

SECTION 2: Chapter 6 of the Imperial Municipal Code is hereby amended as follows.

BUILDING REGULATIONS

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Article I. In General

6-1 Purposes of Chapter

The Purposes of this Chapter are to provide minimum standards to safeguard life, health, property, in the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the incorporated areas of the City; to encourage and instruct people to build safely and economically, rather than to discourage building, and to provide a minimum of restrictive enforcement and a maximum of good building information and encouragement.

6-2 Creation of Building and Safety Division, a Division of Community Development Department

There is hereby established in the City the Building and Safety Division, which is a Division of Community Development Department.

6-3 Building Official Generally;

The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

6-4 Duties of Building Official

The Building Official is authorized and directed to enforce the provisions contained herein and is further charged with enforcement of the provisions contained in Part 1.5 of Division 13 of the Health and Safety Code of the State of California and the California Building Code latest adoption. The Building Official shall maintain public office hours necessary to efficiently administer the provisions of this ordinance, and amendments thereto, and shall perform the following duties:

- 1) Require submission of, examine and check plans and specifications, drawings, descriptions, and/or diagrams necessary to show clearly the character, kind and extent of work covered by applications for permit and upon approval thereof shall issue the requested permit.
- 2) Keep a permanent, accurate account of all fees for permits issued and other monies collected and received as provided by this ordinance, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of premises to which they relate.
- 3) Administer and enforce the provisions of this ordinance in a manner consistent with the intent thereof and inspect all work authorized by any permit to assure compliance with provisions of this ordinance or amendments thereto, approving or disapproving said work in whole or in part as conditions require.
- 4) Issue upon request a "Certificate of Approval" for any work approved by him.

- 5) Disapprove and reject all work done or being done or materials used or being used which do not in all respects comply with the provisions of this ordinance and amendments thereto.
- 6) Order changes in workmanship and/or materials essential to obtain compliance with all provisions of this ordinance.
- 7) Investigate any construction or work required by this ordinance and issue such appropriate notices and orders as provided in Sec. 6-6 and elsewhere in this ordinance.
- 8) Keep a complete record of all the essential transactions of his office.
- 9) Transfer all fees collected by him to the proper authority provided by law to receive such funds.

6-5 Right of Entry

The Building Official and his duly appointed assistants shall carry proper credentials and upon exhibiting the same shall have the right of entry, during usual business hours to inspect any and all buildings and premises in the performance of their duties.

6-6 Dangerous, Unsanitary and Unlawful Construction

- 1) Whenever the building official receives a complaint or report that any construction or work regulated by this ordinance is dangerous, unsafe, and insanitary, a nuisance or a menace to life, health, or property or otherwise in violation of this ordinance, said Building Official shall investigate such report or complaint. If said investigation results in a determination by the Building Official that one or more violations of the regulations contained in this ordinance; he shall order the person using and/or maintaining and/or responsible for the use of maintenance thereof to discontinue such use and/or maintenance. The building official shall further order such person to make all repairs, alterations, and/or perform such acts of demolition and removal as said Building Official deems necessary for the protection of life, health or property. The Building Official may order the supplier of gas or electricity to cease supplying the same when necessary to the preservation of life, health and/or property.
- 2) Every order referred to herein shall be in writing addressed to the person responsible for maintaining such condition, including among other persons, the owner of the property upon which said condition or conditions exist and shall post an appropriate placard at each entry point to a building or structure upon completion of a safety assessment.
 - a. The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures.

1. **INSPECTED** Lawful Occupancy Permitted is to be posted on any building or structure wherein no apparent structural hazards have been found. This placard is to intend to mean that there is no damage to the building.
 2. **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
 3. **UNSAFE- DO NOT Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placards shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time, this placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
- 3) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section. Refusal and/or failure to comply with any such notice or orders within a reasonable time after such notice or order has been presented by the Building Official pursuant to this section shall constitute a violation of this ordinance.

6-7 Permits Required

Unless otherwise provided herein, it shall be unlawful for any person, firm, business, partnership, corporation or association to erect, construct, enlarge, alter, repair, move, improve, convert or demolish any building, structure or facility or to install, alter, move, replace or cause to be installed any plumbing, gas, or drainage work or any fixtures or water heating equipment or electrical equipment within the incorporated area of the City of Imperial without first obtaining a permit to do such work from the Building Official. The permits described by this section are required in addition to any other permits

required herein. A separate permit shall be obtained for the work herein described for each building or structure or facility wherein said work is to be performed.

Exception: In lieu of the above, and at the option of the Building Official, any person, firm, or corporation, regularly employing (30 hrs/week or more) one or more person(s) qualified for the purpose of maintenance, making installations, additions, repairs, etc. on his/her or it's premises, shall file with the Building Official at least semi-annually, a report or reports, describing all such maintenance, repairs alterations, installations or additions (reporting may be quarterly if required by building official).

At the time said report is filled, such person, firm or corporation shall pay the permit fee that may be required as provided within this ordinance. All work shall have been done and installed in accordance with the provisions of this ordinance and such work shall be subject to inspection by the Building Official to the extent as determined by the Building Official.

6-8 Applications for permit

- 1) All application for permits provided herein shall be made upon the appropriate forms provided by the City of Imperial. The application shall contain the following information; location, legal description, assessor's parcel number, ownership, occupancy and use of the premises upon which the proposed work relates, and a detailed description of the character and amount of work proposed. The Building Official shall require plans, specifications or drawings and such other information as deemed necessary. A detailed site plan shall be required with each permit application where the value of the work exceeds \$1,000.00, except that plans for routine minor maintenance, minor repairs, etc. may be exempt by the Building Official.
- 2) A site plan may not be required for permits involving routine maintenance, remodeling or alteration of existing industrial or commercial facilities that are subject to section 6-7.
- 3) A copy of each application filed with the City of Imperial shall be transmitted to the Imperial County Assessor.

6-9 Compliance with Title 8 of the Codified Ordinance of Imperial County

The Building Official may require that applications made pursuant to this ordinance contain satisfactory proof of compliance with the provisions contained in Title 8 of the Codified Ordinances of Imperial County.

6-10 Permit Fees

- 1) Except as otherwise set forth in this ordinance, fees for each permit issued by the building official pursuant to this ordinance shall be paid upon application (s) for such permit.
- 2) Where work for which a permit is required by this ordinance, other than emergency work as defined in Section 6-11, is commenced prior to obtaining such permit, the fees required hereby shall be doubled, but the payment of such double fees shall not relieve any person from compliance with the requirements hereof or the penalties prescribed herein.
- 3) All fees collected by the building department shall be turned over to the City Treasurer and shall be deposited in the general fund of the City of Imperial, unless fees are collected and paid to another agency pursuant to Section 6-3 of this ordinance.
- 4) The building valuation used to determine permit fees shall be based upon the latest "Valuation Date" as printed in the bi-yearly issues of "Building Standards". The building official may accept a legal construction contract signed by both owner and contractor provided it includes all work, materials, engineering and usual profit/overhead.

6-11 Emergency Work

Any person who commences any work for which a permit is required by this Division without first obtaining a permit therefore shall, if subsequently granted a permit to perform such work, pay double the permit fee fixed herein. The provisions of this subparagraph do not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore prior to the Commencement of work. However, if the person responsible for performing said emergency work fails to obtain a permit within a reasonable time after said emergency work is commenced, the double fee as herein provided shall be charged. The provisions of this subparagraph are to apply in addition to the imposition of any other penalties, sanctions, or legal remedies provided elsewhere in the Code for violation thereof.

6-12 Fee Refunds

- 1) The recipient of a permit issued pursuant to the provisions of this chapter shall be entitled to a refund in the amount of 70% of the fees he has actually paid for such permit if all the provisions of subparagraphs (a), (b) and (c) hereunder are complied with:
 - a) The permit is cancelled prior to the commencement of work or construction covered by the permit and no on-site inspections have been made;

- b) A written request for a refund is received by the division not more than 180 days from the date said permit was issued, and
 - c) After receipt of the permittee's application for refund, the Building Official is satisfied that said permittee is entitled to such refund.
- 2) The payment of refunds as provided in paragraph (1) above shall be made in the manner provided for payment of claims against the City of Imperial. Refunds shall not be made for plan checking fee paid pursuant to this chapter.

6-13 Expiration of permit

Every permit issued by the Building Official pursuant to the provisions of this Division shall expire and become null and void upon the occurrence of either of the following, except that no permit shall continue to be active for more than 12 consecutive months.

- 1) If the work authorized by the permit has not been commenced within one hundred eighty (180) days from the date of issuance of said permit; or
- 2) If, after the work authorized by said permit has been commenced, such work has been commenced, and such work has been suspended or abandoned for a period of one hundred eighty (180) days.
- 3) A 180 extension may be granted subject to determination and approval by the Building Official.

6-14 Fees for Issuance of Renewal of Expired Permit

In the event a permit expires and becomes null and void pursuant to the provisions contained in Sec. 6-13, and/or a permit is suspended or revoked by the Building Official, the following renewal fees shall be required:

- 1) If a permit expires pursuant to Section 6-13; the renewal fee shall be one half the original total fee, provided:
 - a) The suspension described in Section 6-13 has not exceeded one year duration; and
 - b) The plans and specifications submitted for the original permit are resubmitted without any changes made thereto.
- 2) If a permit is suspended, revoked or voided by the Building Official, the renewal fee shall be twice the original fee.
- 3) If work commences without a permit then it is considered a violation of this code and subject to the penalty outline in 6-25. The subsequence to be issue will be charge to the double fee.

6-15 Board of Appeals

There is hereby created a Board of Appeals, which members shall be qualified in accordance by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

These members shall be appointed by the City Council or governing body of the agency providing the services under Sec. 6-3 of this chapter. The Building Official shall act as secretary to the Board of Appeals. The secretary shall maintain or cause to be maintained minutes of meetings and shall record all proceedings before said Board of Appeals by mechanical means.

The Board of Appeals may from time to time make written recommendations to the City Council as to changes or additions relating to the suitability of materials and types of construction other than those specified herein.

The City Council may, in its sole discretion, appoint itself as the Board of Appeals. In the event of such appointment, the decision of the City Council sitting as the Board of Appeals shall be final.

6-16 Appeals

Any applicant for a permit aggrieved by a decision of the Building Official as to a matter with the preview of this chapter shall have the right to appeal such decision to the Board of appeals in accordance with rules and regulations relating to appeal procedures adopted by the said Board of Appeals and approved by the City Council.

An appeal may be made by filing an application therefore. Such application must be accompanied by a filing fee of five hundred dollars (\$500.00) and provide the following written appeal:

- A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
- A brief Statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
- A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
- The signature of all parties named as appellants and their official mailing address.
- The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or

structure is in such condition as to make it immediately dangerous to life, limb, property or safety of the public or adjacent property and is ordered to vacated and is posted in accordance to this ordinance, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

6-17 Appeals to City Council

The decisions of the Board of Appeals on any appeal shall be final, unless within ten (10) days after said decision, a written appeal to the City Council is filed by the applicant with the Clerk of the council. Said appeal shall state the ground upon which the appeal is made. The appeal shall be accompanied by a filing fee of One Thousand Dollars (1,000.00). Said appeal shall be heard at a scheduled public hearing by the City Council following the date of the filing of said appeal. Notice of the time and place of said hearing shall be given to the applicant by mailing such notice to him, postage prepaid, at his last known address, at least five (5) days prior to the date set for such hearing. A copy of said notice shall also be sent to the Building Official and to all members of the Board of Appeals.

6-18 Non – Liability of the City Officers and Employees

This ordinance shall not be construed as imposing upon the City of Imperial, or upon any agency, or upon any if its officers or employees any liability or responsibility for injury or damage resulting from any building, plumbing or electrical work approved or performed pursuant to this ordinance, or by reason of any inspection performed hereunder.

6-19 Buildings and structures to which Division is not Applicable

Provisions of this ordinance are not applicable to livestock feed pen.

6-120 Location of California Building Code

One copy of all uniform codes incorporated by reference or otherwise made a part of this ordinance shall be placed on file in the Building Division and City Clerk's Office for examination and use by the public.

6-21 Conflict with State Law

Notwithstanding any other provisions of this ordinance, nothing herein contained shall be construed in a manner contrary to the provisions and requirements of Part 1.5 of Division 13 of the Health and Safety Code of the State of California, or any other applicable statute, law, rule or regulation of the State of California.

6-22 Owner Construction

Nothing in this ordinance shall be construed as prohibiting any person from doing his work or from employing any person to work on a building or structure to which the provisions of this ordinance apply, provided there is compliance with Section 3800 of the California Labor Code. However, the reasonable value of such labor shall be included in the permit valuation.

6-23 Prefabricated Buildings

Prefabricated buildings, which are to be located in the City of Imperial are subject to all the provisions of this ordinance regulating the construction of new buildings, unless such factory-built housing is manufactured in accordance with requirements contained in Part 6 of Division 13, Health and Safety Code (commencing with Section 19960) and Chapter 3, Title 25 of the California Administrative Code.

6-24 Cargo Containers

Portable cargo containers, “seatainers” and the like shall be installed on foundations designed by California Registered Engineers; or use standard design for garages; or shall be set as a portable unit with the floor elevated to provide six inch separation between untreated wood, or metal and the ground. Cargo containers shall be limited to storage use only and shall not be used as habitable structure.

The permit fee for containers shall be based on the valuation as set forth in Section 6-10.

6-25 Fees

Each applicant for a permit that is subject to the provisions of Sec. 6-23 shall, in addition to the fees provided for elsewhere in this ordinance, pay a fee of one-tenth of 1% of the total valuation of the construction for which the building is issued, as determined by the Building Official.

6-26 Violations and Penalties

Any person, firm, or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not to exceed \$500.00 or by imprisonment in County Jail for not to exceed six (6) months, or by both fine and imprisonment. Each separate day or any portion thereof.

Article II – California Building Code, 2022 Edition Title

6-27 Adoption of the California Building Code, 2022 Edition Title

The California Building Standards Code, 2022 edition, as published by the International Code Council, is hereby adopted as the Building Code of the City of Imperial. Said Code is comprised of the following elements:

- 2022 California Administrative Code

- 2022 California Building Code
- 2022 California Residential Code
- 2022 California Electrical Code
- 2022 California Mechanical Code
- 2022 California Plumbing Code
- 2022 California Energy Code
- 2022 California Historical Code
- 2022 California Fire Code
- 2022 California Building Standards Commission Code
- 2022 California Green Building Standards Code
- 2022 California Referenced Standard Code
Appendix Chapters A, B, C, and Resource A
- 2021 International Property Maintenance Code
- 1997 Uniform Code for the Abatement of Dangerous Buildings

Article III. Mobile Home Parks

6-28 Finding and Purpose

The purpose of this article is to provide for local enforcement of statutes and regulations relating to mobile home parks. In doing so, the City Council of the City of Imperial intends that by providing a more efficient means of enforcing said statutes and regulations, the life, health and property of the citizens of the City of Imperial might be better protected.

6-29 Assumption of Responsibility

Pursuant to the California Code of Regulations As the lead agency for the State of California under the California Code of Regulations, Title 25 Housing and Community Development, Chapter 2 Mobile Home Parks Act, Subchapter 1 Mobile Home Parks Article 1 Administration and Enforcement, the Imperial County Planning / Building Department oversees the construction, use, maintenance and occupancy of mobile home parks, mobile home lots, permanent buildings, accessory buildings and structures.

6-30 Enforcement

The Building Official is responsible for enforcement of the provisions of this Article. However, the City Council may, by agreement, contract for the provision of such services with another public agency in accord with Section 6-3.

Article IV. Certificate of Occupancy

6-31 Use and Occupancy

No building or structure may be lawfully used or occupied until the Certificate of Occupancy has been issued. A Certificate of Occupancy will be issued by the City Building Official after all

final inspections have been approved and it is found that the building or structure complies with all code provisions of the City of Imperial.

Pursuant to Section 111 of the California Building Code, the Building and Safety Division may consider issuing a Temporary Certificate of Occupancy (TCO) which allows a portion or the entire building to be occupied prior to the completion of all construction and/or all required improvement.

The following describes the provisions required to obtain a Temporary Certificate of Occupancy. The applicant shall submit a letter to the Building Official requesting a Temporary Certificate of Occupancy which contains the following:

- a. Project identification including, but not limited to, name, building description, address, and permit number.
- b. Desired date of early occupancy
- c. The necessity for early occupancy
- d. Date the project will be ready for final occupancy
- e. A non-refundable payment of \$500 to cover the cost of additional inspection by city staff.
- f. A \$20,000 for commercial projects deposit and \$10,000 for residential projects to guarantee the date of final occupancy. The letter shall acknowledge that this deposit will be forfeited to the city should the applicant fail to obtain a final Certificate of Occupancy on the date specified in above, unless an extension of time is granted by the Building Official in writing.

All departments must approve the project for a Temporary Certificate of Occupancy before it can be issued. If the building/project is not approved for Temporary Certificate of Occupancy, the deposit will be immediately returned to the applicant. However, if a second letter requesting a Temporary Certificate of Occupancy is submitted, and additional non-refundable \$500 along with the \$20,000 forfeitable deposit shall be paid to the City. Once all construction is completed and all improvements are made, the applicant shall submit another written request to the Building Official for a Final Certificate of Occupancy.

SECTION 3. Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

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

Geoffrey D. Dale, Mayor

ATTEST:

Dennis H. Morita, City Clerk

STATE OF CALIFORNIA)

COUNTY OF IMPERIAL)

CITY OF IMPERIAL)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

I, Dennis H. Morita, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____ had its 2nd reading on M DD, 2022 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

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

DATE SUBMITTED

12/13/2022

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

12/21/2022

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION: VICTORIA RANCH UNIT 4B FINAL MAP

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR VICTORIA RANCH SUBDIVISION - UNIT 4B
2. AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Staff completed its review of the Final Map for Victoria Ranch Subdivision - Unit 4B and finds all items acceptable. The approved cost estimate for required off-site improvements for said Unit 4B is \$3,046,105.15, which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of a First Lien position in specified real estate property and a personal guaranty, similar to those approved in other subdivisions. There is sufficient value in the property involved to secure the required amount.

See Exhibits 1 & 2 attached herewith for details.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

DD

STAFF RECOMMENDATION:

Staff recommends approval of the Final Map and Subdivision Agreement for Victoria Ranch Subdivision - Unit 4B.

DEPT. INITIALS

DM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

EXHIBIT 1

SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY (CITY OF IMPERIAL)

(Government Code §§ 66462 and 66463)

(S1) Subdivision: Victoria Ranch Subdivision - Unit No. 4B
(S2) Effective Date: December 21, 2022
(S3) Completion Period: December 21, 2022– December 21, 2023

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Geoffrey D. Dale, Mayor

SUBDIVIDER

By: _____
Tory Lessley, Vice-President
VR4B, Inc., a California Corporation

APPROVAL RECOMMENDED:

By: _____
Othon Mora
Community Development Director

FORM APPROVED - CITY ATTORNEY:

By: _____
Katherine Turner
City Attorney

(NOTE: All signatures to be acknowledged.
If Subdivider is incorporated, signatures
must conform with the designated
representative groups pursuant to
Corporations Code section 313).

.....

1. PARTIES, DATE AND LEGAL DESCRIPTION

Effective on the above date, the City of Imperial, California, (hereinafter "City"), and the above-named Subdivider, enter into this Subdivision Agreement ("Agreement") and mutually promise and agree as follows concerning this Subdivision. The legal description for this Subdivision is attached hereto as Exhibit A.

2. IMPROVEMENTS

Subdivider agrees to construct, install, and complete certain improvements (both public and private), including but not limited to the following: road, drainage, signs, (including appurtenant equipment), water, sewer, and such other improvements as required by City ordinance or regulation, conditions of approval for the Subdivision, mitigation measures set

forth in environmental documentation, engineer's estimates and as shown on improvement plans for this Subdivision as reviewed and on file with the City of Imperial, Public Services Department (including future amendments thereto), (hereinafter "Work").

Subdivider shall complete all of said Work and improvements within the above completion period as required by the California Subdivision Map Act (Government Code §§ 66410, *et seq.*), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City Code and rulings made thereunder; and where there is a conflict between the improvement plans, City Code, or conditions of approval, the stricter requirements shall govern.

3. **IMPROVEMENT SECURITY:**

Upon executing this Agreement, the Subdivider shall, pursuant to Government Code § 66499, and the City Code, provide as security to the City a first lien ("First Lien") on the real property described in Exhibit A ("Property"), which Property is free and clear of all encumbrances and liens having priority over or on a parity with this First Lien, in the sum of six million, ninety-two thousand, two-hundred and ten dollars and thirty cents (\$6,092,210.30), which represents the combined amount of the security described below:

- A. **For Performance and Guarantee of the Work:** Subdivider shall provide security in the sum of three million, forty-six thousand, one-hundred and five dollars and fifteen cents (\$3,046,105.15), which represents the estimated cost of the Work.

Pursuant to Government Code § 66499.3(a), with this security the Subdivider guarantees performance of all Work under this Agreement and maintenance of the Work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance. Engineer's estimates are for the purpose of estimating the cost of the Work for establishing the dollar value of the security and shall not define or limit the scope of the Subdivider's obligation to perform all of the Work under this Agreement. The warranty period begins to run only upon completion of all of the Work called for by this Agreement and acceptance of such Work as complete by the City.

City agrees to subordinate its first position on the Property to a second position on portions of the Property in favor of a construction lender as Subdivider develops and constructs improvements required by the Agreement—as depicted on the attached Exhibit B; provided that a fund control is in place to assure payment directly to contractors for installation of such improvements and provided further that City receive a personal guarantee from the Owner for performance, labor and materials, and monumentation related to the subordinated amounts, and provided further that the City determines, in its sole discretion, that the City's remaining first lien position on the Property is sufficient to secure Subdivider's performance called for by this Agreement.

- B. For Payment: Subdivider shall provide security in the sum of three million, forty-six thousand, one-hundred and five dollars and fifteen cents (\$3,046,105.15), which represents one hundred percent (100%) of the estimated cost of the Work

Pursuant to Government Code § 66499.3(b), with this security the Subdivider guarantees payment to the contractor, his subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

City agrees to subordinate its first position in the Property to a second position on portions of the Property in favor of a construction lender as Subdivider develops and constructs improvements required by the Agreements as depicted on the attached Exhibit B; provided that a fund control is in place to assure payment directly to contractors for installation of such improvements and provided further that City receive a personal guarantee from the Owner for performance, labor and materials and monumentation related to the subordinated amounts and provided further that the City determines, in its sole discretion, that the City's remaining first lien position on the Property is sufficient to secure Subdivider's performance called for by this Agreement.

- C. Reduction of Security: Upon acceptance of the Work as complete by the City Council and upon request of the Subdivider, the amount of the securities may be reduced in accordance with Government Code §§ 66497, *et. seq.* "Acceptance" as used in this subparagraph is solely for the purpose of considering whether security can be reduced. The improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month, as the Work of improvement is completed. Further, the market value of the First Lien position must not be less than 100% of the estimated cost (including payment of prevailing wage) associated with completion of the Work remaining to be completed. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines the Work in fact has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of Work or improvement and the amount by which the security shall be reduced shall be conclusive. The performance security shall not be reduced to an amount less than ten percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied. Payment security may be reduced only in accordance with Government Code § 66499.7.

4. GUARANTEE AND WARRANTY OF WORK

Subdivider guarantees that said Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council accepts the Work as complete in accordance with Government Code § 66499.7. Subdivider

agrees to correct, repair, or replace, at its expense, any defects in said Work.

5. PLANT ESTABLISHMENT WORK

Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control, and other work determined by the Public Services Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the City Council accepts the work as completed.

6. IMPROVEMENT PLAN WARRANTY

Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2. If, at any time before the City Council accepts the Work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY CITY

Inspection of the Work and/or materials, or approval of Work and/or materials, or statement by any officer, agent or employee of the City indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this Agreement as prescribed; nor shall the City thereby be estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY

Subdivider shall defend, hold harmless, and indemnify the indemnitees from the liabilities as defined in this section:

- A. The indemnitees benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents, and employees.
- B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred, or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before the City reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s) or other proceeding(s) concerning said liabilities and claims, excepting only those claims arising from the sole negligence of City.
- C. The actions causing liability are any act or omission (negligent or non-negligent) in

connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor or any officer, agent, or employee of one or more of these.

- D. Non-Conditions. The promises and Agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or reviewed any plans or specifications in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS

Subdivider shall pay when due all the costs of the Work including inspections thereof and relocating existing utilities required thereby

10. SURVEYS

Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the City Engineer before acceptance of any Work as complete by the City Council.

11. NON-PERFORMANCE AND COSTS

If Subdivider fails to complete the Work within the time specified in this Agreement and subsequent extensions, or fails to maintain the Work, the City may proceed to complete and/or maintain the Work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the City (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Subdivider hereby consents to entry on the Subdivision property by the City and its forces, including contractors, in the event the City proceeds to complete and/or maintain the Work.

Once action is taken by City to complete or maintain the Work, Subdivider agrees to pay all costs incurred by the City, even if Subdivider subsequently completes the Work. Should City sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by City in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. RECORD MAP

In consideration hereof, City shall allow Subdivider to file and record the Final Map for said Subdivision.

13. MONUMENTATION SECURITY

Subdivider shall file or deposit with the City a monument bond or security as applicable in an amount specified by the City Engineer pursuant to Government Code §§ 66496 and 66499.

14. ENGINEERING FEES

Subdivider shall pay such fees as have been duly established by City.

15. DATE OF COMPLETION

The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

16. FEES

Subdivider shall pay such fees as have been duly established by City.

EXHIBIT "A"

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

**A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION – UNIT NO. 3C,
IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Imperial)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit B

**CITY OF IMPERIAL
VICTORIA RANCH SUBDIVISION UNIT 4B
ENGINEER'S COST ESTIMATE
FOR ON-SITE IMPROVEMENTS**

Date: September 26, 2022

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Water				
12" DIA. PVC PIPE	L.F.	823.00	\$45.00	\$37,035.00
8" DIA. PVC PIPE	L.F.	3,650.00	\$36.00	\$131,400.00
12" X 8" TEE	EA.	2	\$1,500.00	\$3,000.00
8" X 8" TEE	EA.	5	\$1,250.00	\$6,250.00
8" X 45° ELBOW	EA.	6	\$750.00	\$4,500.00
12" WATER VALVE	EA.	1	\$3,200.00	\$3,200.00
8" WATER VALVE	EA.	14	\$2,040.00	\$28,560.00
6" FIRE HYDRANT ASSEMBLY	EA.	16	\$5,500.00	\$88,000.00
CONNECTION TO EXISTING 12" WATER LINE	EA.	1	\$1,600.00	\$1,600.00
WATER SERVICE	EA.	102	\$1,100.00	\$112,200.00
Sewer				
12" DIA. PVC SDR 35 PIPE	L.F.	50.00	\$50.00	\$2,500.00
8" DIA. PVC SDR 35 PIPE	L.F.	4210	\$40.00	\$168,400.00
4" DIA. SEWER SERVICE	EA.	102	\$700.00	\$71,400.00
SEWER MANHOLE	EA.	14	\$5,500.00	\$77,000.00
CONNECTION TO EXISTING 8" SEWER LINE	EA.	1	\$1,000.00	\$1,000.00
Storm Drain				
42" DIA. PVC STORM DRAIN	L.F.	84	\$120.00	\$10,080.00
36" DIA. PVC STORM DRAIN	L.F.	823	\$105.00	\$86,415.00
24" DIA. PVC STORM DRAIN	L.F.	143	\$75.00	\$10,725.00
18" DIA. PVC STORM DRAIN	L.F.	1425	\$55.00	\$78,375.00
SD JUNCTION BOX	EA.	3	\$6,930.00	\$20,790.00
SD MANHOLE	EA.	8	\$5,500.00	\$44,000.00
SD CATCH BASIN	EA.	10	\$4,800.00	\$48,000.00
SD INLET/OUTLET STRUCTURE	EA.	1	\$8,000.00	\$8,000.00
CONNECTION TO EXISTING 36" SD LINE	EA.	1	\$1,000.00	\$1,000.00
Curb & Sidewalk				
6" CURB & GUTTER	L.F.	1610	\$18.00	\$28,980.00
PCC ROLLED CURB	L.F.	6160	\$15.00	\$92,400.00
DRIVEWAY ACCESS (80 SF)	SQ.FT.	8160	\$16.00	\$130,560.00
HANDICAP CURB RETURNS (270 SF)	SQ.FT.	5870	\$7.00	\$41,090.00
SIDEWALK	SQ.FT.	89220	\$5.00	\$446,100.00
CROSS GUTTER	SQ.FT.	3867	\$12.00	\$46,404.00
Subtotal				\$785,534.00
Storm Drain				
Subtotal				\$307,385.00
Sewer				
Subtotal				\$317,800.00
Water				
Subtotal				\$415,745.00

Electrical

STREET LIGHTS	EA.	14	\$5,000.00	\$70,000.00
UNDERGROUND ELECTRIC	EA.	102	\$1,750.00	\$178,500.00
				\$248,500.00

Earthwork

CUT	CYD	30585	\$2.00	\$61,170.00
FILL	CYD	103	\$2.25	\$231.75
IMPORT	CYD		\$2.50	
				\$61,401.75

A.C. Pavement

4" AC/14" CL II BASE/12" SUBGRADE	SF	46005	\$4.15	\$190,920.75
3" AC/10" CL II BASE/12" SUBGRADE	SF	123800	\$3.00	\$371,400.00
				\$562,320.75

Miscellaneous

MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	9	\$375.00	\$3,375.00
INSTALL STREET NAME SIGN	EA	11	\$375.00	\$4,125.00
STREET STRIPING	L.S.	1	\$5,000.00	\$5,000.00
WOOD BARRICADE	EA	2	\$4,000.00	\$8,000.00
STAKING	L.S.	1	\$30,000.00	\$30,000.00
SOIL TESTING	L.S.	1	\$10,000.00	\$10,000.00
				\$70,500.00

SUB-TOTAL	\$2,769,186.50
10% Contingency	276,918.65
TOTAL	\$3,046,105.15



12/08/2022

NOTES:

Since the engineer has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost or construction cost provided for herein are to be made on the basis of our experience and qualifications and represent our best judgement as design professionals familiar with the construction industry, but the engineer cannot, and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by the firm.

www.lcec-inc.com
tel 760.353.8110

1065 State Street
El Centro CA 92243

info@lcec-inc.com
fax 760.352.6408

EXHIBIT 2

VICTORIA RANCH SUBDIVISION - UNIT NO. 4B

A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

PASEO DEL SOL SUB.
UNIT NO. 1 - PHASE I
FM 14-44

ATEN RD.

PM 11-6

CROSS ROAD SUBDIVISION
FM 21-15

TR 98

TR 97

TR 96

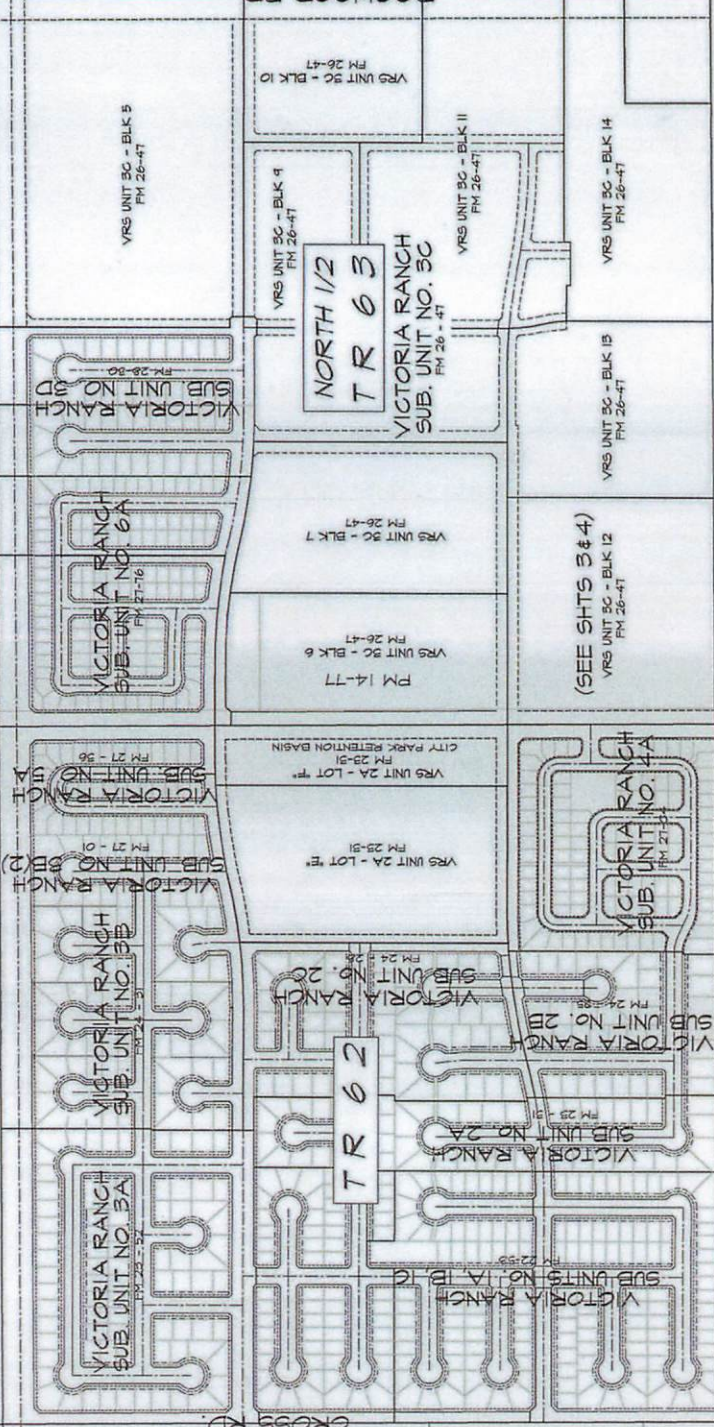
TR 91

ATEN RD.

TR 65

TR 64

DOCKWOOD RD.

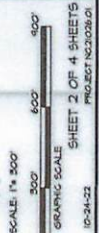


NORTH 1/2
TR 63

VICTORIA RANCH
SUB. UNIT NO. 3C
FM 26-47

SOUTH 1/2
TR 63

TR 60



DESERT SURVEYING AND ENGINEERING
P:\PROJECTS\2004\OFFICIAL MAP\2004\1 PENDING
PROJECT NO. 2004-01
SHEET 2 OF 4 SHEETS
10-24-02

DATE SUBMITTED 12/14/2022
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 12/21/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Results of General Municipal Election Held November 8, 2022

1. Adoption of Resolution 2022-80; A Resolution of the City Council of the City of Imperial Reciting the Facts of the General Municipal Election Held on November 8, 2022, and Declaring the Results and Such Other Matters Provided by Law.

DEPARTMENT INVOLVED: City Manager's Office

BACKGROUND/SUMMARY:

On June 29, 2022, the Imperial City Council adopted Resolutions 2022-38, 2022-39, and 2022-40 calling for a General Election to be consolidated with the Statewide General Election to be held on November 8, 2022. The election was called for the purposes of electing certain officers and for submitting a ballot measure regarding the City's Transient Occupancy Tax. On Tuesday, December 6, 2022 the County of Board of Supervisors certified the results of the November 8th Election. Resolution 2022-80 is put before the City Council to accept the results of the General Election as certified by the Registrar of Voters. A summary of the results are as follows:

City Council (3) Seats/Votes

James Tucker – 1,849

Ida Obeso Martinez – 1,756

Stacy Mendoza – 1,680

City Clerk (Qualified Write- In Candidate)

Kristina Shields – 168 votes

Measure G – TOT *Passed*

Yes – 2,137 (56.02%)

No- 1,678 (43.98%)

FISCAL IMPACT: N/A

ADMIN SERV
INITIALS



STAFF RECOMMENDATION: It is staff's recommendation to adopt Resolution 2022-80 accepting and declaring the results as certified by the County of Imperial Board of Directors for the City of Imperial City Council, City Clerk and TOT Measure G.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:



CITY
MANAGER'S
INITIALS



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

RESOLUTION 2022-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Imperial, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established, that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received by the provisions of the Elections Code of the State of California for holding of elections in general law cities; and

WHEREAS, the County of Imperial Registrar of Voters, canvassed the returns of the election and has certified the results to the City Council, the results are received, attached and made a part hereof as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Imperial Declares and Determines as follows:

Section 1. That the whole number of votes cast by mail and in-person ballots in the City of Imperial is 4,030.

Section 2. That the names of the persons voted for at the election for Member of the City Council are as follows:

James Tucker
Ida Obeso-Martinez
Stacy Mendoza
Luis Garcia
Elia Valdez
David Escobar

Section 3. That the names of persons voted for at the election for City Clerk are as follows:

Kristina Shields

Section 4. That the Measure voted for at the election for Transient Occupancy Tax is as follows:

Shall the City of Imperial amend the current Transient Occupancy Tax (TOT) paid only by hotel/motel/all other transient occupancies guests visiting the city from 8% to 12%, to support general municipal services such as street and road repair, parks and recreation, police and fire services, providing an estimated \$600,000.00 annually, until repealed by voters, all funds benefiting Imperial residents?	YES
	NO

Section 5. The City Council of the City of Imperial does hereby declare and determine that the following individuals were elected to the offices of City Council for the term of four (4) years:

James Tucker
 Ida Obeso-Martinez
 Stacy Mendoza

Section 6. The City Council of the City of Imperial does declare and determine that Kristina Shields was elected to the Office of the City Clerk for the term of four (4) years.

Section 7. The City Council of the City of Imperial does declare and determine that as a result of the election to majority of voters voting on "Measure G" amending Transient Occupancy Tax (TOT) in the City from eight (8) percent (%) to twelve (12) percent (%) shall be deemed adopted and ratified.

Section 8. The City Clerk shall enter in the records of the City Council of the City, a statement of the result of the election, annexed hereto as Exhibit A showing:

1. The whole number of votes (ballots) cast in the City of Imperial;
2. The names of the persons voted for; and
3. For what office(s) each person was voted for; and
4. The number of votes given at each precinct to each person; and
5. The total number of votes given to each person; and
6. The total number of votes given to each person, and for and against the measure.

Section 9. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the Registrar of Voters and authenticated; that the City Clerk shall also administer to each person the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribed to it and file it in the Office of the City Clerk. Each and all of the persons

elected shall then be inducted into the respective office to which they have been elected.

Section 10. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial at its regular meeting held the 21st day of December, 2022.

ATTEST:

El Centro City Council (Vote for 2)

Precincts Reported: 29 of 29 (100.00%)

		Vote by Mail	Early Voting	Election Day	Total	
Times Cast		5,769	11	2,371	8,151 / 22,811	35.73%
Candidate	Party	Vote by Mail	Early Voting	Election Day	Total	
TOMÁS OLIVA		2,755	5	969	3,729	31.49%
SONIA CARTER		2,393	6	901	3,300	27.87%
JASON JACKSON		1,847	3	862	2,712	22.90%
DANIELLE FLORES		1,540	2	559	2,101	17.74%
Total Votes		8,535	16	3,291	11,842	

Holtville City Council (Vote for 2)

Precincts Reported: 4 of 4 (100.00%)

		Vote by Mail	Early Voting	Election Day	Total	
Times Cast		786	5	393	1,184 / 2,846	41.60%
Candidate	Party	Vote by Mail	Early Voting	Election Day	Total	
MICHAEL GOODSELL		498	1	267	766	42.48%
JOHN MUNGER		225	0	132	357	19.80%
ROSS DANIELS		258	1	95	354	19.63%
STACY BRITSCHGI		211	2	113	326	18.08%
Total Votes		1,192	4	607	1,803	

Imperial City Council (Vote for 3)

Precincts Reported: 10 of 10 (100.00%)

		Vote by Mail	Early Voting	Election Day	Total	
Times Cast		2,641	5	1,384	4,030 / 11,181	36.04%
Candidate	Party	Vote by Mail	Early Voting	Election Day	Total	
JAMES TUCKER		1,160	2	687	1,849	21.53%
IDA S. OBESO MARTINEZ		1,160	3	593	1,756	20.45%
STACY MENDOZA		1,146	1	533	1,680	19.56%
LUIS GARCIA		944	3	446	1,393	16.22%
ELIA VALDEZ		699	1	330	1,030	11.99%
DAVID ESCOBAR		636	0	243	879	10.24%
Total Votes		5,745	10	2,832	8,587	

Measure E (Vote for 1)

Precincts Reported: 25 of 25 (100.00%)

	Vote by Mail	Early Voting	Election Day	Total	
Times Cast	5,029	12	1,983	7,024 / 20,546	34.19%

Candidate	Party	Vote by Mail	Early Voting	Election Day	Total	
BONDS, YES		2,854	8	1,043	3,905	58.39%
BONDS, NO		1,947	3	833	2,783	41.61%
Total Votes		4,801	11	1,876	6,688	

Measure G (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Vote by Mail	Early Voting	Election Day	Total	
Times Cast	2,641	5	1,384	4,030 / 11,181	36.04%

Candidate	Party	Vote by Mail	Early Voting	Election Day	Total	
Yes		1,496	2	639	2,137	56.02%
No		1,023	3	652	1,678	43.98%
Total Votes		2,519	5	1,291	3,815	

CERTIFICATE OF ELECTION RESULTS

November 8, 2022
CALIFORNIA GENERAL ELECTION

Imperial City Council

I, LINSEY J. DALE, Registrar of Voters, County of Imperial, State of California, having jurisdiction over the conduct of the election held in the County of Imperial, hereby certify that commencing at 9:00 am on Wednesday November 9, 2022, at the Imperial County Administration Center, Room 206, Elections Department, being the day, hour and place specified in the Notice of Election, the returns of the election held in said County at the November 8, 2022 California General Election were publicly canvassed in the manner prescribed by law; and that the following are the results of votes cast:

<u>Candidate</u>	<u>Votes</u>	<u>Percentage</u>
James Tucker	1,849	21.53%
Ida S. Obeso Martinez	1,756	20.45%
Stacy Mendoza	1,680	19.56%
Luis Garcia	1,393	16.22%
Elia Valdez	1,030	11.99%
David Escobar	879	10.24%

I further certify that the statement of votes cast, to which this certificate is attached shows the whole number of votes cast at said election in said County and in each precinct therein, and that the totals are full, true and correct. I further certify that one copy of this certificate and the results have been placed in the permanent files of my office.

Date: December 1, 2022



Linsey J. Dale
Registrar of Voters

CERTIFICATE OF ELECTION RESULTS

November 8, 2022
CALIFORNIA GENERAL ELECTION

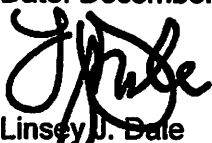
Imperial City Clerk

I, LINSEY J. DALE, Registrar of Voters, County of Imperial, State of California, having jurisdiction over the conduct of the election held in the County of Imperial, hereby certify that commencing at 9:00 am on Wednesday November 9, 2022, at the Imperial County Administration Center, Room 206, Elections Department, being the day, hour and place specified in the Notice of Election, the returns of the election held in said County at the November 8, 2022 California General Election were publicly canvassed in the manner prescribed by law; and that the following are the results of votes cast:

<u>Candidate</u>	<u>Votes</u>	<u>Percentage</u>
Kristina Shields	168	100%

I further certify that the statement of votes cast, to which this certificate is attached shows the whole number of votes cast at said election in said County and in each precinct therein, and that the totals are full, true and correct. I further certify that one copy of this certificate and the results have been placed in the permanent files of my office.

Date: December 1, 2022



Linsey J. Dale
Registrar of Voters

CERTIFICATE OF ELECTION RESULTS

November 8, 2022
CALIFORNIA GENERAL ELECTION

Measure G

I, LINSEY J. DALE, Registrar of Voters, County of Imperial, State of California, having jurisdiction over the conduct of the election held in the County of Imperial, hereby certify that commencing at 9:00 am on Wednesday November 9, 2022, at the Imperial County Administration Center, Room 206, Elections Department, being the day, hour and place specified in the Notice of Election, the returns of the election held in said County at the November 8, 2022 California General Election were publicly canvassed in the manner prescribed by law; and that the following are the results of votes cast:

	<u>Votes</u>	<u>Percentage</u>
YES	2,137	56.02%
NO	1,678	43.98%

I further certify that the statement of votes cast, to which this certificate is attached shows the whole number of votes cast at said election in said County and in each precinct therein, and that the totals are full, true and correct. I further certify that one copy of this certificate and the results have been placed in the permanent files of my office.

Date: December 1, 2022



Linsey J. Dale
Registrar of Voters

ORDINANCE NO. 824

**ORDINANCE OF THE CITY OF IMPERIAL, CALIFORNIA AMENDING CHAPTER 21,
ARTICLE IV, SECTION 21-19 OF THE IMPERIAL MUNICIPAL CODE RELATING TO
TRANSIENT OCCUPANCY TAX**

THE PEOPLE OF THE CITY OF IMPERIAL DO ORDAIN AS FOLLOWS:

SECTION 1. SECTION 21-19 of the Imperial Municipal Code is hereby amended to read as follows:

“For the privilege of occupancy in any Hotel, each transient is subject to and shall pay a tax in the sum of twelve (12) percent (%) on the rent charged by the operator. Such tax constitutes a debt owned by the transient to the City which is extinguished only by payment to the operator or to the city. The transient shall pay tax to the operator of the hotel in the sum of twelve (12) percent (%) at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient’s ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the tax administrator may require that such tax shall be paid directly to the tax administrator.”

SECTION 2. This ordinance shall take effect as provided in Section 9217 of the Elections Code of the State of California.

SECTION 3. The City Clerk shall publish this ordinance according to law.

PASSED, APPROVED, AND ADOPTED this 8th day of November, 2022.