



## Imperial City Council

*Ida Obeso-Martinez – Mayor Pro-Tem  
Stacy Mendoza – Mayor Pro-Tem  
Katherine Burnworth – Council Member  
Robert Amparano – Council Member  
James Tucker – Council Member*

# AGENDA

## Regular Meeting of the Imperial City Council

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

**February 18, 2026**

**Closed Session at 06:00 pm**

**Open Session at 07:00 pm**

*The City Council meetings are live-streamed on the City's Facebook page at [www.facebook.com/cityofimperial](http://www.facebook.com/cityofimperial) by remaining in the room, you are giving permission to be recorded.*

**Public Comments:** Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to [CityClerk@imperial.ca.gov](mailto:CityClerk@imperial.ca.gov) no later than 5:00 p.m., the day of the meeting.

**Americans with Disabilities Act:** Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing [CityClerk@imperial.ca.gov](mailto:CityClerk@imperial.ca.gov). Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting [www.https://cityofimperial.org/cc-agenda-archive](https://cityofimperial.org/cc-agenda-archive). Supplemental writing distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

### **6:00 P.M. CLOSED SESSION**

#### **ROLL CALL**

**PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:** At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

**CITY COUNCIL ADJOURNS INTO CLOSED SESSION:** The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the city in existing and anticipated litigation.

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** (Gov. Code §54956.9(d)(1).)

- i. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457
- ii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**  
Significant exposure to litigation (Gov. Code §54956.9(d)(2)) – 1 Potential Case

**CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6**

Agency Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

**7:00 P.M. REGULAR MEETING**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADJUSTMENTS TO THE AGENDA:** The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

**CITY ATTORNEY REPORT ON CLOSED SESSION**

**PUBLIC COMMENT:** If you wish to address the City Council concerning any item within the City 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 of three (3) minutes on each person’s presentation.

**A. PRESENTATIONS:**

- A-1.** Presentation and discussion of the draft Environmental Justice Element outline, including a determination of whether specific areas of the city should be designated as disadvantaged.

**B. CONSENT AGENDA:** All items appearing under the “Consent Agenda” will be acted upon by the City Council with 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.

- B-1.** Approval of Warrants Report.
- B-2.** Approve the City Council regular meeting minutes for January 7, 2026, January 21, 2026, and February 4, 2026.
- B-3.** Authorization to reject claim CJP 3055909 submitted by M. Gomez.
- B-4.** Approve a one-year extension with Moss, Levy, Hartzheim, LLP for auditing services.
- B-5.** Approve letters of support for SB 887, Good Neighbor Data Centers Leadership Project, and SB 886 Ratepayer and Technological Innovation Protection Act.

**C. PUBLIC HEARING (DISCUSSION/ACTION):**

- C-1.** Public hearing to discuss the vacation of the public right-of-way portion of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, as recommended by the Planning Commission.

**Presenter:** Othon Mora, Community Development Director

**Recommendation:** Adopt Resolution No. 2026-04, RESOLUTION APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2<sup>ND</sup> STREET AND 3<sup>RD</sup> STREET WITHIN THE CITY OF IMPERIAL.

**D. ACTION ITEMS (DISCUSSION/ACTION):**

- D-1.** Approve Change Order 2 for the Aten Sewer Line Replacement Project.

**Presenter:** Jenell Guerrero, Interim Public Services Director

**Recommendation:** Approve Change Order No. 2 for the Aten Sewer Line Replacement Project in the amount of \$150,000 (CIP 848, Bid 2025-06)

- D-2.** Approve the surplus and disposal of Public Services equipment that is inoperative.

**Presenter:** Jenell Guerrero, Interim Public Services Director

**Recommendation:** Approve the surplus and disposal

- D-3.** Approve Haaker Equipment to provide repair services for the 2013 Kenworth Vactor.

**Presenter:** Jenell Guerrero, Interim Public Services Director

**Recommendation:** Approve Haaker Equipment to provide repair services for the 2013 Kenworth Vactor.

- D-4.** Approval to establish a Police Recruit job description.

**Presenter:** Kristen Smith, Human Resources Director

**Recommendation:** Approve the creation of the Police Recruit job description.

**D-5.** Approve the revised job description for the Organic Waste Specialist and replace the current job description.

**Presenter:** Kristen Smith, Human Resources Director

**Recommendation:** Approve the revised job description for the Organic Waste Specialist and replace the current job description.

**D-6.** Discussion and review of a letter of demand regarding alleged Brown Act Violations.

**Presenter:** Katherine Turner, City Attorney

**Recommendation:** Approve and adopt the following actions for added transparency:

- i. Ratify and approve all actions associated with the filing of the City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County, Superior Court Case ECU004457.
- ii. Ratify and approve the City Manager in hiring Alene Taber and executing the contract.

**E. REPORTS:**

- Department Reports
- City Manager Report
- Mayor and Councilmember Reports

**ADJOURNMENT:** The next regular meeting of the Imperial City Council will be held on Wednesday, March 4, 2026.

DATE SUBMITTED February 11, 2026  
 SUBMITTED BY Community Development Director  
 DATE ACTION REQUIRED February 18, 2026

COUNCIL ACTION ( )  
 PUBLIC HEARING ( )  
 REQUIRED RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: WORK-STUDY SESSION: (DISCUSSION/DIRECTION ONLY): Environmental Justice Element Study Session	
DEPARTMENT INVOLVED: Community Development Department	
BACKGROUND/SUMMARY: The Environmental Justice (EJ) Element's goal is to identify disadvantaged communities and to set policies and programs to address factors influencing health outcomes, including pollution burden, access to transportation, access to open spaces, housing conditions and affordability, and civic engagement. Ascent Environmental completed the draft EJ Element Outline and Policy Framework and will present a condensed overview of the draft document for the City's review and discussion. This document is intended to be a bridge between existing conditions and the EJ Element. It identifies the requirement of state law, highlights key issues from the existing conditions report, acknowledges priority issues and topics from the online survey, public feedback, and identifies existing general plan policies.	
FISCAL IMPACT: N/A	ADMIN SERV INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Staff is seeking the City Council's direction on whether to position the City as a disadvantaged community from the draft document's findings.	DEPT. INITIALS <u>OW</u>
MANAGER'S RECOMMENDATION: <i>consider elements of "disadvantaged" and determine whether areas of the city should be so designated</i>	CITY MANAGER'S INITIALS <u>OTM</u>
MOTION:	
SECONDED: APPROVED ( ) REJECTED ( )	

B-1

Check Register Report

Date: 02/13/2026  
Time: 3:08 pm  
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CITY OF IMPERIAL

BANK: US BANK

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130517	02/05/26	Reconciled		02/11/26	2357	ALL VALLEY FENCE AND MATERIALS	25-2492 86596	304.93
130518	02/05/26	Reconciled		02/11/26	195	ALLIED WASTE	TRASH- JANUARY 2026 86133	189,594.05
130521	02/05/26	Reconciled		02/11/26	5956	AMAZON CAPITAL SERVICES	1W6D-39MN-G6LJ 86517	3,797.85
130522	02/05/26	Printed			8969	ANALLELY BATIZ	9925-0513/2529 VALLE VERDE	33.75
130523	02/05/26	Printed			3012	ANTUNEZ AUTO BODY PARTS	124147 86504	238.15
130524	02/05/26	Reconciled		02/12/26	1700	ASCAP	500584818 -2026 FEE 86500	458.00
130525	02/05/26	Reconciled		02/10/26	1851	AT&T LONG DISTANCE	760-355-1158 2/2/26	2,848.67
130526	02/05/26	Printed			4400	BABCOCK LABORATORIES, INC.	CA61440-8203 86590	607.00
130527	02/05/26	Reconciled		02/10/26	6370	BIG STATE INDUSTRIAL SUPPLY	1618231 86556	469.80
130528	02/05/26	Reconciled		02/12/26	7158	BLUETARP FINANCIAL, INC.	J56141 86389	238.49
130529	02/05/26	Reconciled		02/09/26	7808	BOOT BARN INC.	207626 R. BASTIDAS 85678	370.15
130530	02/05/26	Reconciled		02/12/26	8296	BRAWLEY ANALYTICAL, INC.	001756 86587	1,169.00
130531	02/05/26	Printed			110	CALIFORNIA LIBRARY ASSOCIATION	300016415 86464	205.00
130532	02/05/26	Reconciled		02/11/26	455	CALIFORNIA STATE DISBURSEMENT	2/6/26	1,605.66
130533	02/05/26	Printed			6222	CODE EXPERTS, LLC	2026-0002 86392	1,900.00
130534	02/05/26	Printed			8732	CONNIE ESCOBAR	9981-0620/412 S E #101	34.68
130535	02/05/26	Reconciled		02/09/26	784	CONTROL PARTS	202609127 86563	162.38
130536	02/05/26	Reconciled		02/11/26	514	CORE & MAIN LP	Y393339 86578	736.01
130537	02/05/26	Printed			132	COSTCO WHOLESALE	48005 86234	82.81
130538	02/05/26	Printed			8977	DANIEL CORREA	9925-0546/2512 VISTA DEL MAR	20.73
130539	02/05/26	Reconciled		02/10/26	1302	DAVID TURCH & ASSOCIATES	FEBRUARY 2026	5,000.00
130540	02/05/26	Reconciled		02/12/26	3872	DEANGELO CONTRACTING SERVICES	INV-041435 86555	12,946.75
130541	02/05/26	Reconciled		02/10/26	7094	DOOLEY ENTERPRISES, INC	71206 86403	633.79
130542	02/05/26	Reconciled		02/09/26	1123	EMPIRE SOUTHWEST, LLC	EPWK0694155 86580	5,209.90
130543	02/05/26	Printed			2058	FASTENAL COMPANY	CAEL1109947 86601	15.91
130544	02/05/26	Printed			8972	FIDEL GONZALEZ	9325-0014/642 W BREWER#41	29.24
130545	02/05/26	Printed			1480	FILTER SERVICE & SUPPLY	90679 86600	861.00
130546	02/05/26	Printed			314	FRANCHISE TAX BOARD	2/6/26	75.00
130547	02/05/26	Printed			8973	GABRIEL RIVERA	9986-1780/122 W 9TH #308	86.59
130548	02/05/26	Reconciled		02/10/26	710	GRAINGER	9746955583 86593	489.12
130549	02/05/26	Reconciled		02/11/26	7720	GREEN RUBBER-KENNEDY AG	I-109697 86515	286.72
130550	02/05/26	Printed			8683	HARTZOG & CRABILL INC.	26-0024 (HCI#3808) 86569	250.00
130551	02/05/26	Reconciled		02/10/26	1349	HDL COREN & CONE	SIN058848 86130	2,062.50
130552	02/05/26	Printed			2096	HOME DEPOT CREDIT SERVICES	901647 86559	552.28
130553	02/05/26	Printed			4377	HUBER TECHNOLOGY INC	CD10030169 86577	13,928.89
130554	02/05/26	Printed			8040	IDA OBESO-MARTINEZ	2/19/26 - 2/20/26 CAL CITIES BOD MEETING	314.50
130556	02/05/26	Reconciled		02/06/26	222	IMPERIAL COUNTY AIR POLLUTION	4807 PTO 2026 86605	4,114.50
130557	02/05/26	Printed			120	IMPERIAL COUNTY FIRE DEPT.	DECEMBER 2025 85737	285,987.53
130558	02/05/26	Reconciled		02/11/26	4637	IMPERIAL COUNTY PUBLIC HEALTH	25381 86591	1,638.00
130559	02/05/26	Reconciled		02/11/26	028	IMPERIAL IRRIGATION DISTRICT	JANUARY 30, 2026	18,694.83
130560	02/05/26	Reconciled		02/12/26	1336	IMPERIAL LANDFILL- 4136	4136-000022969 86576	703.96
130561	02/05/26	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	2/6/26	1,367.50
130562	02/05/26	Reconciled		02/12/26	221	IMPERIAL PRINTERS	26-48 86136	518.28
130564	02/05/26	Reconciled		02/11/26	3187	IMPERIAL TRUSS & LUMBER CO.	B82190 86519	2,898.34

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130570	02/05/26	Reconciled		02/12/26	6472	INGRAM LIBRARY SERVICES	94016458 86064	1,313.95
130571	02/05/26	Printed			8970	JAMES & ALEXIS VILLA	9823-0356/609 GARNET	13.83
130572	02/05/26	Reconciled		02/10/26	8644	JESSICA HURTADO	2/6/26	394.62
130573	02/05/26	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	2119 85739	3,000.00
130574	02/05/26	Printed			008	JIM REITER'S LOCKSMITH & SAFE	279824 86391	339.80
130575	02/05/26	Printed			6365	JOHN DEERE FINANCIAL	P0157643 86604	4,932.97
130576	02/05/26	Reconciled		02/11/26	868	K-C WELDING & RENTALS, INC.	223821 86520	1,821.03
130577	02/05/26	Reconciled		02/09/26	1647	LA BRUCHERIE IRRIGATION SUPPLY	319750 86514	676.55
130578	02/05/26	Printed			5230	LABOR COMPLIANCE CONSULTANTS	4141 86553	3,855.00
130579	02/05/26	Reconciled		02/10/26	8971	LAURA STEED	9720-0271/173 SAMPSON	93.03
130580	02/05/26	Reconciled		02/11/26	6596	LC ENGINEERING CONSULTANTS INC	2771 85694	2,100.00
130581	02/05/26	Reconciled		02/09/26	1996	LEE TIRE CO.	409883 86418	1,362.90
130582	02/05/26	Reconciled		02/10/26	8974	LEGACY REMEDIATION INC	9958-0894/307 N IMPERIAL	1,933.71
130583	02/05/26	Reconciled		02/11/26	788	LIEBERT CASSIDY WHITMORE	313896 86179	5,190.00
130584	02/05/26	Reconciled		02/10/26	101	LINCOLN LIFE	2/6/26	480.00
130585	02/05/26	Reconciled		02/11/26	1190	MISSIONSQUARE - 304257	1/23/26	451.40
130587	02/05/26	Reconciled		02/10/26	8669	NAPA AUTO PARTS	572244 86518	587.76
130588	02/05/26	Reconciled		02/12/26	8633	NC CHILD SUPPORT CENTRALIZED	2/6/26	264.00
130589	02/05/26	Printed			2510	NTU TECHNOLOGIES, INC.	13460 86564	12,476.08
130591	02/05/26	Reconciled		02/11/26	4481	O'REILLY	2687-191232 86417	711.84
130592	02/05/26	Reconciled		02/10/26	079	ONE SOURCE DISTRIBUTORS	S008166177.001 86594	1,252.84
130593	02/05/26	Reconciled		02/09/26	4507	PACIFIC PIPELINE SUPPLY	S100483746.001 85984	32,038.98
130594	02/05/26	Printed			8975	PEDRO GASPAR	9968-3060/498 TRESHILL #259	76.00
130595	02/05/26	Reconciled		02/12/26	084	PITNEY BOWES BANK INS	21257183 1/23/26 86129	400.00
130596	02/05/26	Reconciled		02/09/26	354	PREECE OVERHEAD DOOR,	0000775 86586	4,500.00
130597	02/05/26	Reconciled		02/09/26	8911	PRIMO'S PARTY RENTALS	11894 86505	250.00
130598	02/05/26	Reconciled		02/09/26	8911	PRIMO'S PARTY RENTALS	BALLOON ARCH 2/7/26 86506	300.00
130599	02/05/26	Reconciled		02/09/26	3897	QT SANITATION	3396 86512	1,627.00
130600	02/05/26	Reconciled		02/10/26	8516	QUICK QUACK CAR WASH	ARB250335 86135	208.89
130601	02/05/26	Printed			3843	RETURN TO WORK PARTNERS INC	29619 86184	1,280.00
130602	02/05/26	Printed			3786	RINGCENTRAL INC	CD_001336016 86381	1,398.22
130603	02/05/26	Printed			559	ROTO-ROOTER	218920 86579	1,600.00
130604	02/05/26	Reconciled		02/10/26	979	SELLERS PETROLEUM	CL48939	16,859.54
130605	02/05/26	Printed			8976	SELMA & JUAN PULIDO	9620-0249/2335 FELIPE	22.73
130606	02/05/26	Printed			5706	SHI INTERNATIONAL CORP	B20649271 86019	16,468.83
130607	02/05/26	Printed			135	SOCALGAS	701 E 14TH 12/11-1/12/26 86575	72.44
130608	02/05/26	Printed			2365	SPARKLETT'S	24671719 013126	388.39
130609	02/05/26	Reconciled		02/12/26	7623	STERICYCLE, INC.	8013159045 86131	397.90
130610	02/05/26	Printed			6416	SUN DATA SUPPLY	INV0307463 86454	90.67
130611	02/05/26	Reconciled		02/10/26	1265	SUPERIOR READY MIX CONCRETE LP	2601-107315 86562	730.91
130612	02/05/26	Reconciled		02/11/26	1385	SWRCB ACCOUNTING OFFICE	SW-0337333 86582	33,898.00
130613	02/05/26	Reconciled		02/12/26	104	TEAMSTERS, LOCAL 542	1/23/26	2,213.00
130614	02/05/26	Reconciled		02/11/26	024	THE HOLT GROUP, INC.	25-12-006 86557	25,200.00
130615	02/05/26	Reconciled		02/10/26	1239	THE SHERWIN-WILLIAMS CO.	2928-6 86513	420.89
130616	02/05/26	Printed			5774	TOTAL INDUSTRIES INC.	PAY APP #2-R1 86554	514,460.15
130617	02/05/26	Reconciled		02/12/26	7708	TUCKER MINI STORAGE	FEBRUARY 2026- UNIT 358 86465	250.00

Check Register Report

Date: 02/13/2026  
 Time: 3:08 pm  
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CITY OF IMPERIAL

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130620	02/05/26	Reconciled		02/09/26	7467	V & V MANUFACTURING, INC.	63818 86420	158.49
130621	02/05/26	Reconciled		02/11/26	2081	VESTIS GROUP, LLC	FEBRUARY 2026	3,018.40
130622	02/05/26	Reconciled		02/10/26	5674	WAGeworks, INC	INV8557276 DEC 2025 86185	152.00
130623	02/05/26	Reconciled		02/11/26	1715	WAXIE SANITARY SUPPLY	83702093 86561	65.57
130624	02/05/26	Printed			1568	WEBB AND ASSOCIATES	ARIV0010863 86581	1,209.83
130625	02/05/26	Reconciled		02/10/26	7695	WINNCOM TECHNOLOGIES CORP	90011757 86383	145.31

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<b>Total Payments: 102</b>	<b>Bank Total (excluding void checks):</b>	<b>1,279,169.39</b>
<b>Total Payments: 102</b>	<b>Grand Total (excluding void checks):</b>	<b>1,279,169.39</b>

Imperial City Council

*Ida Obeso-Martinez – Mayor  
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# MINUTES

## Regular Meeting of the Imperial City Council

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

**January 7, 2026**

**Closed Session at 06:00 pm**

**Open Session at 07:00 pm**

### 6:00 P.M. CLOSED SESSION

The regularly scheduled closed session was rescheduled to be held immediately after the open session.

### 7:00 P.M. REGULAR MEETING

**CALL TO ORDER:** Mayor Obeso-Martinez called the meeting to order at 7:00 p.m.

**ROLL CALL:** Council Members Burnworth, Tucker, and Mayor Obeso-Martinez.

**ABSENT:** Council Member Amparano and Mayor Pro Tem Mendoza.

**PLEDGE OF ALLEGIANCE:** A member of the Soroptimist Club led the Pledge of Allegiance.

**ADJUSTMENTS TO THE AGENDA:** There were none.

### **PUBLIC COMMENT:**

Kelly Jordan, Michelle Hollinger, and Robert Powell were present regarding the Data Center.

### **A. PRESENTATIONS:**

A-1. STEAM WARS Presentation by Soroptimist President Ivonne Sotomayor.

### **B. CONSENT AGENDA:**

B-1. Approval of Warrants Report.

B-2. Ratify Letter of Support regarding SB 58 Hydrogen Sulfide Standard.

B-3. Authorization to reject claim CW CJP-3052942 D. Islas, as recommended by Carl Warren & Co.

**Moved by Tucker, seconded by Burnworth,** to approve the Consent Agenda.

AYES: Burnworth, Tucker, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Amparano, Mendoza

**MOTION CARRIES: 3-0**

**C. PUBLIC HEARING (DISCUSSION/ACTION):**

**C-1.** Conduct a public hearing for the purpose of approving the vacation of a public right-of-way portion of O Street between 1<sup>st</sup> Street and 2<sup>nd</sup> Street as recommended by the Planning Commission.

Mayor Obeso-Martinez opened the public hearing at 7:19 p.m. Yvonne Cordero, Planner, presented the information to Council. Mayor Obeso-Martinez closed the public hearing at 7:20 p.m.

**Presenter:** Yvonne Cordero, Planner

**Recommendation:** Adopt Resolution No. 2026-01, A RESOLUTION APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 1<sup>ST</sup> STREET AND 2<sup>ND</sup> STREET WITHIN THE CITY OF IMPERIAL.

**Moved by Burnworth, seconded by Tucker,** to approve Resolution No. 2026-01.

AYES: Burnworth, Tucker, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Amparano, Mendoza

**MOTION CARRIES: 3-0**

**C-2.** Conduct a public hearing for the purpose of approving Tentative Tract Map 24-02 for Monterrey Park Subdivision #2 Unit 3D.

Mayor Obeso-Martinez opened the public hearing at 7:21 p.m. Yvonne Cordero, Planner, presented the information to Council. Mayor Obeso-Martinez closed the public hearing at 7:22 p.m.

**Presenter:** Yvonne Cordero, Planner

**Recommendation:** Adopt Resolution No. 2026-02, A RESOLUTION APPROVING TENTATIVE TRACT MAP 24-02 FOR MONTERREY PARK SUBDIVISION #2 UNIT 3D APN 064-295-084 AND APN 064-281-068.

**Moved by Burnworth, seconded by Tucker,** to approve Resolution No. 2026-02.

AYES: Burnworth, Tucker, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Amparano, Mendoza

**MOTION CARRIES: 3-0**

**D. ACTION ITEMS (DISCUSSION/ACTION):**

**D-1.** Update regarding the 6<sup>th</sup> Street & H Street Imperial Apartments Window Replacement Project and authorization to seek bids for kitchen and bathroom rehabilitation.

**Presenter:** Thomas Garcia, Assistant to the City Manager

**Recommendation:** Authorize staff to seek bids for kitchen and bathroom rehabilitation.

**Moved by Tucker, seconded by Burnworth,** to approve and authorize staff to seek bids for kitchen and bathroom rehabilitation.

**AYES:** Burnworth, Tucker, Obeso-Martinez

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Amparano, Mendoza

**MOTION CARRIES: 3-0**

**D-2.** Approval of accepting updates to the Imperial Police Department Policy Manual through Lexipol.

**Presenter:** Aaron Reel, Police Chief

**Recommendation:** Approve the Lexipol updates to the Imperial Police Department Policy Manual.

**Moved by Burnworth, seconded by Tucker,** to approve the Lexipol updates to the Imperial Police Department Policy Manual.

**AYES:** Burnworth, Tucker, Obeso-Martinez

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Amparano, Mendoza

**MOTION CARRIES: 3-0**

**E. REPORTS:**

**E-1.** Department heads reported on their activities since the last city council meeting.

**E-2.** City Manager Report: None

**E-3.** The Mayor and Council members reported on their activities since the last city council meeting and upcoming events.

**ADJOURNMENT:**

Seeing no further business before the Council, Mayor Obeso-Martinez ended this meeting and adjourned into closed session from 7:45 p.m. to 9:30 p.m., with the next council meeting on January 21, 2026, at 7:00 p.m.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 18th day of February 2026.

**7:45 P.M. CLOSED SESSION**

**ROLL CALL:** Council Members Burnworth, Tucker, Mayor Obeso-Martinez, City Manager Morita, Assistant to the City Manager Garcia, City Attorney Turner.

**ABSENT:** Council Member Amparano and Mayor Pro Tem Mendoza.

**PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:** There were none.

**CITY COUNCIL ADJOURNS INTO CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNCIL – EXISTING LITIGATION G.C §54956.9**

City of Imperial v. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457 and Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL

**CONFERENCE WITH LEGAL COUNCIL ANTICIPATED LITIGATION**

Initiation of Litigation pursuant to California Government Code §54956.9(c)  
Potential Cases: 1 item.

**CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6**

Agency Representatives: City Manager  
Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

**CITY ATTORNEY REPORT ON CLOSED SESSION:** City Attorney Turner stated that directions were given to council on Existing Litigation and Anticipated Litigation, no action. Direction given to negotiators on Labor Negotiators.

Imperial City Council



- Ida Obeso-Martinez – Mayor Pro-Tem*
- Stacy Mendoza – Mayor Pro-Tem*
- Katherine Burnworth – Council Member*
- Robert Amparano – Council Member*
- James Tucker – Council Member*

# MINUTES

## Regular Meeting of the Imperial City Council

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

**January 21, 2026**

**Closed Session at 06:00 pm**

**Open Session at 07:00 pm**

### 6:00 P.M. CLOSED SESSION

The closed session meeting was called to order at 6:05 p.m.

**ROLL CALL:** Council Members Amparano, Tucker, Mayor Obeso-Martinez, City Manager Morita, Assistant to the City Manager Garcia, City Attorney Turner.

Mayor Pro Tem Mendoza arrived at 6:30 p.m.

**ABSENT:** Council Member Burnworth.

### PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:

Andrew Rauch was present regarding a proposal for some city-owned property.

### CONFERENCE WITH LEGAL COUNSEL:

#### **CONFERENCE WITH LEGAL COUNCIL ANTICIPATED LITIGATION**

Initiation of Litigation pursuant to California Government Code §54956.9(c)  
 Potential Cases: 1 item.

#### **CONFERENCE WITH LEGAL COUNCIL – EXISTING LITIGATION G.C §54956.9(d)(1)**

- i. Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL
- ii. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457
- iii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS- G.C.§ 54956.8**

Property Address: 063-054-038 Agency Negotiator: City Manager

Negotiating Parties: entity controlled by Minerva Kelada, Under Negotiation: Price and Terms

**CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6**

Agency Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee

Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

**7:00 P.M. REGULAR MEETING**

**CALL TO ORDER:** Mayor Obeso-Martinez called the meeting to order at 7:07 p.m.

**ROLL CALL:** Council Members Amparano, Tucker, Mayor Pro Tem Mendoza, and Mayor Obeso-Martinez.

**ABSENT:** Council Member Burnworth.

**PLEDGE OF ALLEGIANCE:** James Tucker led the Pledge of Allegiance.

**ADJUSTMENTS TO THE AGENDA:** There were none.

**CITY ATTORNEY REPORT ON CLOSED SESSION:** City Attorney Turner stated that directions were given to the council on Anticipated Litigation and Existing Litigation. Directions were given to the Negotiators for Real Property and Labor.

**PUBLIC COMMENT:** There were none.

**A. PRESENTATIONS**

**A-1.** Q1 Budget Presentation by Finance Director Victor Manriquez.

**B. CONSENT AGENDA:**

**B-1.** Approval of Warrants Report.

**B-2.** Approve City Council Minutes for the regular meeting of December 17, 2025.

**B-3.** Receive and file the attached Fiscal Year 2024 Independent Audit Report.

**B-4.** Acceptance of an 80-ft reservation of portion of Belford Rd and SR-86, APN 063-054-038.

**Moved by Amparano, seconded by Tucker, to approve the Consent Agenda.**

**AYES:** Amparano, Tucker, Mendoza, Obeso-Martinez

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Burnworth

**MOTION CARRIES: 4-0**

**C. ACTION ITEMS (DISCUSSION/ACTION):**

**C-1.** City Council Committee Appointments for the 2026 calendar year.

**Presenter:** Mayor Obeso-Martinez

**Recommendation:** Consider and approve the appointments as recommended by Mayor Obeso-Martinez for the 2026 calendar year.

**Moved by Mendoza, seconded by Amparano,** to approve the following appointments for the 2026 Calendar year.

AYES: Amparano, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Burnworth

**MOTION CARRIES: 4-0**

Personnel Committee – Primary: Burnworth & Amparano, Alternate: Obeso-Martinez

Ad Hoc Committee – Primary: Obeso-Martinez, Mendoza, Alternate: Burnworth

Regional Park Ad Hoc – Primary: Obeso-Martinez, Mendoza, Alternate: Amparano

Imperial Art District Committee – Primary: Obeso-Martinez, Alternate: Burnworth

Friends of Imperial Parks – Primary: Obeso-Martinez, Alternate: Burnworth

Airport Land Use Committee – Primary: Yvonne Cordero, Alternate: Tommy Garcia

Air Pollution Control District – Primary: Tucker, Alternate: Amparano

Centinela Advisory Committee – Tucker, Alternate: Capt. Sheffield

CJPIA – Primary: Mendoza, Alternate: Amparano

IVRCC – Primary: Obeso-Martinez, Alternate: Jenell Guerrero

ICTC- Primary: Amparano, Alternate: Mendoza

SCAG – Primary: Mendoza, Alternate: Obeso-Martinez

**C-2.** Reject all bids for the Wastewater Treatment Plant Demolition Project and authorize re-bidding.

**Presenter:** Jenell Guerrero, Public Services Manager

**Recommendation:** Reject all bids for the Wastewater Treatment Plant Demolition Bid 2025-19, CIP 849, and authorize staff to re-bid the project.

**Moved by Tucker, seconded by Mendoza,** to reject all bids for the Wastewater Treatment Plant Demolition Bid 2025-19, CIP 849, and authorize staff to re-bid the project.

AYES: Amparano, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: Burnworth

**MOTION CARRIES: 4-0**

**D. REPORTS:**

**D-1.** Department heads reported on their activities since the last city council meeting.

**D-2.** City Manager Report: None

**D-3.** The Mayor and Council members reported on their activities since the last city council meeting and on upcoming events.

**ADJOURNMENT:**

Seeing no further business before the Council, Mayor Obeso-Martinez ended this meeting and adjourned into closed session from 7:37 p.m. to 9:30 p.m., with the next council meeting on February 4, 2026, at 7:00 p.m.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 18th day of February 2026.

---

KRISTINA SHIELDS, City Clerk

Imperial City Council

*Ida Obeso-Martinez – Mayor Pro-Tem  
 Stacy Mendoza – Mayor Pro-Tem  
 Katherine Burnworth – Council Member  
 Robert Amparano – Council Member  
 James Tucker – Council Member*

**MINUTES****Regular Meeting of the Imperial City Council**

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

**February 4, 2026****Closed Session at 06:00 pm****Open Session at 07:00 pm**

*The City Council meetings are live-streamed on the City's Facebook page at [www.facebook.com/cityofimperial](http://www.facebook.com/cityofimperial) by remaining in the room, you are giving permission to be recorded.*

**Public Comments:** Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to [CityClerk@imperial.ca.gov](mailto:CityClerk@imperial.ca.gov) no later than 5:00 p.m., the day of the meeting.

**Americans with Disabilities Act:** Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing [CityClerk@imperial.ca.gov](mailto:CityClerk@imperial.ca.gov). Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting [www.https://cityofimperial.org/cc-agenda-archive](https://cityofimperial.org/cc-agenda-archive). Supplemental writing distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

**6:00 P.M. CLOSED SESSION**

Closed session was called to order at 6:03 p.m.

**ROLL CALL:** Council Members Amparano, Burnworth, Tucker, Mayor Pro Tem Mendoza, Mayor Obeso-Martinez, City Manager Morita, City Attorney Turner.

**PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:** There were none.

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** (Gov. Code §54956.9(d)(1).)

- i. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457
- ii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation (Gov. Code §54956.9(d)(2)) – 1 Potential Case  
Initiation of Litigation (Gov. Code §54956.9(d)(4)) – 1 Case

**CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6**

Agency Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

**7:00 P.M. REGULAR MEETING**

**CALL TO ORDER:** Mayor Obeso-Martinez Called the meeting to order at 7:13 p.m.

**ROLL CALL:** Council Members Amparano, Burnworth, Tucker, Mayor Pro Tem Mendoza, and Mayor Obeso-Maritnez.

**PLEDGE OF ALLEGIANCE:** Geoff Dale led the Pledge of Allegiance.

**ADJUSTMENTS TO THE AGENDA:** There were none.

**CITY ATTORNEY REPORT ON CLOSED SESSION:** City Attorney Turner stated directions were given to City Council on Existing Litigation with no action. Direction was also given on Anticipated Litigation.

**PUBLIC COMMENT:**

Geoff Dale expressed concerns about a citation he received by Imperial Police Department.

Several members of the Imperial Valley were present to thank the City of Imperial and let the City Council know that they stand behind them regarding the Data Center.

**A. CONSENT AGENDA:**

- A-1. Approval of Warrants Report.
- A-2. Approval of the 2026 Memorandum of Understanding with the High Intensity Drug Trafficking Areas (HIDTA) Program.
- A-3. Authorization to reject claim CW file number CJP-3055815 SDV N. Valdez as recommended by Carl Warren.
- A-4. Receive and file the Q1 budget report for FY25-26 and approve Resolution No. 2026-07.

**Moved by Amparano, seconded by Burnworth, to approve the Consent Agenda.**

**AYES:** Amparano, Burnworth, Tucker, Mendoza, and Obeso-Martinez

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**MOTION CARRIES: 5-0**

## **B. PUBLIC HEARING (DISCUSSION/ACTION):**

- B-1.** Public hearing to discuss the intent to vacate a public right-of-way portion of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street.

Mayor Obeso-Martinez opened the Public Hearing at 7:40 p.m. Yvonne Cordero, Planner, Presented the information to Council. Seeing no other comments, Mayor Obeso-Martinez closed the public Hearing at 7:41 p.m.

**Presenter:** Yvonne Cordero, Planner

**Recommendation:** Adopt Resolution No. 2026-03, RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY.

**Moved by Amparano, seconded by Mendoza, to approve Resolution No. 2026-03.**

**AYES:** Amparano, Burnworth, Tucker, Mendoza, and Obeso-Martinez

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**MOTION CARRIES: 5-0**

## **C. ACTION ITEMS (DISCUSSION/ACTION):**

- C-1.** Adopt Resolution No. 2026-05, approving a Military Equipment Use Policy for the Imperial Police Department.

**Presenter:** Aaron Reel, Police Chief

**Recommendation:** Adopt Resolution No. 2026-05, A RESOLUTION APPROVING MILITARY EQUIPMENT USE POLICY FOR THE IMPERIAL POLICE DEPARTMENT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075 AB481.

**Moved by Mendoza, seconded by Amparano, to approve Resolution No. 2026-05.**

**AYES:** Amparano, Burnworth, Tucker, Mendoza, and Obeso-Martinez

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**MOTION CARRIES: 5-0**

## **D. REPORTS:**

- D-1.** Departments have reported on their activities since the last city council meeting.

**D-2.** City Manager Report: None

**D-3.** The mayor and council members have reported on their activities since the last city council meeting and upcoming events.

**ADJOURNMENT:**

Seeing no further business before the Council, Mayor Obeso-Martinez ended this meeting at 7:50 p.m. and adjourned until the next council meeting on February 18, 2026.




**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 18<sup>th</sup> day of February 2026.

KRISTINA SHIELDS, City Clerk

DATE SUBMITTED 02/11/2026  
 SUBMITTED BY Human Resources  
 DATE ACTION REQUIRED 02/18/2026

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 1. Authorization to reject claim Athens File Number CJP-3055909 as recommended by Athens.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Recommendation from Athens to reject claim Athens File Number CJP-3055909 submitted by Magdaleno Gomez on January 29, 2026.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS 
STAFF RECOMMENDATION: Staff recommends approval to reject claim.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:



February 6, 2026

TO: City of Imperial

ATTENTION: Alyssa Ferrell, Kristen Smith

### **RECOMMENDATION TO REJECT**

RE:

Claimant:	Magdaleno Gomez
Our Client:	City of Imperial
Date of Loss:	01-29-2026
Our File Number:	CJP-3055909

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

❖ **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the city's notice of rejection and a copy of the proof of mailing. If you have any questions, please feel free to contact the assigned adjuster or the undersigned claims specialist.

Janice Bartlett  
Claims Examiner II Property & Casualty  
**Athens Program Insurance Services, LLC**  
p: 714.912.0242 | f: 1714.464.4465  
e: [jbartlett@athensadmin.com](mailto:jbartlett@athensadmin.com) | w: [www.athensadmin.com](http://www.athensadmin.com)  
Athens Program Insurance Services CA License No.: 2L60159



CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence. (Gov. Code, Sec. 911.2)

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Magdaleno Gomez
Name of Claimant Address Zip 92243 Phone Age

SCIME
Address to which Claimant wishes notices sent

WHEN did damage or injury occur? Thurs. Jan. 29, 2026

WHERE did damage or injury occur? Going south on Highway 86

HOW and under what circumstances did damage or injury occur? approximately time 8:15 AM in front of Toyota auto dealer one of your employees using a STIHL weed eater on loose rocks (or pebbles) - the action of the machine force hitting these pebbles hit my front windshield. Employee was wearing a yellow and orange vest.

WHAT particular action by the City, or its employees, caused the alleged damage or injury? (Include Names of Employees, if known)

one of your crew workers using Stihl weed eater with a pebble. Hit my rear front windshield

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible)

\$
\$
Total Amount Claimed \$ 400.00

NAMES and addresses of witnesses, Doctors and Hospitals:

Magdaleno Gomez
Signature of Claimant

Jan. 29, 2026
Date

DATE SUBMITTED 02/11/2026  
 SUBMITTED BY Victor Manriquez  
 DATE ACTION REQUIRED 2/18/26

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:  
 1. Approval of a One (1) year contract extension with Moss, Levy, Hartzheim, LLP for professional auditing services for the City fiscal year ended June 30, 2025.

DEPARTMENT INVOLVED: Administration Services Department

BACKGROUND/SUMMARY:

Staff received the attached engagement letter proposal for auditing services from the current firm Moss, Levy & Hartzheim, LLP. At this time, it is in the best interest of the City that we extend for one(1) additional year; the firm is familiar with the City's operation and internal systems limitations and would facilitate an Audit. The Audit proposal includes City and Successor Agency Audit, State Controller Financial Transaction Report, TDA, and Sigle Audit (one program).

FISCAL IMPACT: NOT TO EXCEED

Total Audit amout not to Exceed \$65,000.  
 01-141-5210

FINANCE INITIALS JMS

STAFF RECOMMENDATION:

Staff recommends approval of extension.

DEPT. INITIALS JMS

MANAGER'S RECOMMENDATION:

*approve*

CITY MANAGER'S INITIALS Atm

MOTION:

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



# MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

## **PARTNERS**

RONALD A. LEVY, CPA  
CRAIG A. HARTZHEIM, CPA  
HADLEY Y. HUI, CPA  
ADAM GUISE, CPA  
TRAVIS HOLE, CPA  
ALEXANDER HOM, CPA

## **COMMERCIAL ACCOUNTING & TAX SERVICES**

433 N. CAMDEN DR. SUITE 730  
BEVERLY HILLS, CA 90210  
TEL: 310.273.2745  
FAX: 310.670.1689  
[www.mlhcpas.com](http://www.mlhcpas.com)

## **GOVERNMENTAL AUDIT SERVICES**

5800 HANNUM, SUITE E  
CULVER CITY, CA 90230  
TEL: 310.670.2745  
FAX: 310.670.1689  
[www.mlhcpas.com](http://www.mlhcpas.com)

February 2, 2026

To the City Council and Management  
City of Imperial  
Imperial, CA

We are pleased to confirm our understanding of the services we are to provide the City of Imperial for the fiscal year ended June 30, 2025. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Imperial as of and for the fiscal year ended June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Imperial's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Imperial's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) General and Major Special Revenue Fund Budgetary Comparison Schedules
- 3) OPEB Trend Information
- 4) Schedule of Proportionate Share of NPL and Schedule of Pension Contributions- last 10 years

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Imperial's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and Individual Statements and Schedules for non-major Governmental, Enterprise, Internal Service, and Agency Funds.

**OFFICES:** BEVERLY HILLS · CULVER CITY · SANTA MARIA

### 3) Budgetary Comparison Schedules for Major Capital projects and Debt Service Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

2) Statistical Section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council and Management of the City of Imperial. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Imperial's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Imperial's major programs. The purpose of these procedures will be to express an opinion on the City of Imperial's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Imperial in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on February 3, 2026.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is

stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Imperial; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Moss, Levy & Hartzheim LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be

made available upon request and in a timely manner to HUD or DOT or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moss, Levy & Hartzheim LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the HUD, DOT, or CA State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 3, 2026 and to issue our reports no later than June 30, 2026. Craig A Hartzheim is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$65,000. This fee includes the audit of one major program under the Single Audit Act. If more than 1 major program is required to be audited the fee for each additional major program will be \$3,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Imperial and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Moss, Levy & Hartzheim LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Imperial.

Management signature: \_\_\_\_\_

Title: City Manager.

Date: 02/11/26



CITY COUNCIL  
Ida Obeso-Martinez – Mayor  
Stacy Mendoza – Mayor Pro-Tem  
Katie Burnworth – Councilmember  
Robert Amparano – Councilmember  
James Tucker – Councilmember

CITY CLERK  
Kristina M. Shields

CITY MANAGER  
Dennis H. Morita

CITY ATTORNEY  
Katherine Turner

February 18, 2026

Senator Catherine Blakespear  
Senate Environmental Quality  
1021 O Street, Room 3230  
Sacramento, CA 95814

**Re: Senate Bill 887: Good Neighbor Data Centers Leadership Project**

Dear Senator Blakespear,

On behalf of the City of Imperial, I am pleased to offer our strong support of SB 887 which would clarify that data centers are not ministerial projects exempt from CEQA and allow data centers to be eligible for Environmental Leadership Development Project (ELDP) certification if it meets the criteria as well as some additional requirements specific to data centers regarding water use, clean energy, and paying full infrastructure costs.

The City of Imperial is a rapidly growing community at the heart of the Imperial Valley. As a regional hub for critical infrastructure and facilities, including the Imperial County Airport, the Imperial Irrigation District, and the Imperial Valley Expo, home to the California Mid-Winter Fair & Fiesta. The City has a strong interest in responsible development that supports economic growth while protecting public health, natural resources, and community well-being.

The AI boom is powered by massive data centers which consume large amounts of energy and water 24/7. Many states are seeing the surging demand for energy from data centers which are forcing them to increase the energy supply as quickly as possible, often utilizing fossil fuel power plants to meet the demand. The Department of Energy reports data centers are expected to consume 12% of total US electricity by 2028, nearly three times the 2023 electricity demand of 4.4%.

Data centers run 24/7, requiring backup generators in the event of a power outage. The backup generators often utilize diesel or other fossil fuels, estimated to create public health costs of more than 5.4 billion dollars from air pollution, linking these facilities to cancer, asthma, and other health issues. Between the years 2019 and 2023, the healthcare costs of data centers surged from 44.68 to 155.44 million. Unless these data centers utilize clean energy, the public health impacts of data centers will dramatically increase.

Data centers also need large amounts of water to cool the systems and prevent overheating. While waterless methods for cooling exist, the industry is not adopting waterless cooling due to energy costs. Developers have focused siting data centers where they can get the fastest interconnection and cheapest electricity rate, and water usage has not been a central consideration. In California, researchers found water consumption by data centers doubled between 2019-2023, equaling 49.9 billion liters. The water shortages caused by data center development is being felt across the US and exacerbates drought conditions, and these issues will continue as 40% of new data centers are located in areas of high or extremely high water stress. Absent rational standards, the rapid expansion of data centers presents one of the nation's largest energy and environmental challenges.

SB 887 would state data centers are not ministerial projects exempt from CEQA and do not qualify as an advanced manufacturing facility. Data centers would be eligible for ELDP certification if they meet additional requirements on water use, clean energy, and infrastructure costs. This would grant data centers an accelerated CEQA litigation procedure, allowing data center to be built faster and protecting surrounding communities from health and environmental impacts.

The City finds that SB 887 provides clarity and consistency for local governments by establishing clear standards for how data centers are reviewed and approved, reducing uncertainty and litigation risk while preserving meaningful environmental oversight. By affirming that data centers are subject to CEQA review yet offering an expedited pathway for projects that meet higher environmental performance standards, the bill encourages responsible development without sacrificing public health or environmental protections. This balanced approach ensures that economic growth proceeds in a manner that is transparent, sustainable, and aligned with California's long-term energy, water, and climate objectives.

For these reasons, SB 887 (Padilla) would further the City of Imperial's goal of promoting responsible economic development, safeguarding limited water resources, protecting public health, and ensuring that growth does not come at the expense of local communities, and we are proud to support SB 887 (Padilla)/and encourage your "aye" vote when it is heard in your committee.

Sincerely,

Ida Obeso-Martinez  
Mayor  
City of Imperial



CITY COUNCIL  
Ida Obeso-Martinez – Mayor  
Stacy Mendoza – Mayor Pro-Tem  
Katie Burnworth – Councilmember  
Robert Amparano – Councilmember  
James Tucker – Councilmember

CITY CLERK  
Kristina M. Shields

CITY MANAGER  
Dennis H. Morita

CITY ATTORNEY  
Katherine Turner

February 18, 2026

Senator Benjamin Allen  
Senate Energy, Utilities and Communications Committee  
1021 O Street, Room 3350  
Sacramento, CA 95814

**Re: Senate Bill 886: Ratepayer and Technological Innovation Protection Act**

Dear Senator Allen,

On behalf of the City of Imperial, I am pleased to offer our strong support of SB 886 which would require the PUC to develop a tariff for large energy users.

The City of Imperial is a rapidly growing community at the heart of the Imperial Valley. As a regional hub for critical infrastructure and facilities, including the Imperial County Airport, the Imperial Irrigation District, and the Imperial Valley Expo, home to the California Mid-Winter Fair & Fiesta. Imperial depends on a reliable, affordable, and forward-looking energy system. With a population of just over 22,000 residents and ranking among the top ten fastest-growing cities in California, while also being recognized as one of the safest, the City has a strong interest in policies like SB 886 that protect ratepayers, support responsible growth, and ensure energy infrastructure investments are equitable and sustainable.

The AI boom is powered by massive data centers which consume large amounts of energy and water 24/7. This puts an enormous strain on the electrical grid and requires massive investments into transmission infrastructure. Many states are seeing the surging demand for energy from data centers which are forcing them to increase the energy supply as quickly as possible, often utilizing fossil fuel power plants to meet the demand. The Department of Energy reports data centers are expected to consume 12% of total US electricity by 2028, nearly three times the 2023 electricity demand of 4.4%.

These high energy demands strain California's aging transmission grid and threaten California's aggressive clean energy and climate goals. Incentivizing clean energy adoption and establishing a special rate structure in this rapidly growing space is necessary to protect ratepayers from footing the bill as utilities are racing to build transmission infrastructure. Moreover, a report by Wood MacKenzie in the New York Times found large energy users did not pay enough to cover the full cost of interconnection, other customers had to make up for it. The current rapid buildout

of data centers along with innovations in energy efficiency increase the possibility that data centers shut down early. PJM, the grid operator for much of the east coast has seen the average energy bill to jump 5% in a year. Three PJM states, one of which is Virginia, the state with the highest concentration of data centers, saw rates rise 11-16%. Without protections, other ratepayers will be forced to pay for their cost of interconnection. California must take steps to protect ratepayers from bearing the brunt of the financial burden.

SB 886 would require the Public Utilities Commission (PUC) to establish a special tariff to protect other ratepayers from transmission costs that supply large load customers. The PUC must also consider prioritized interconnection for large load customers utilizing zero carbon resources. The tariff will ensure electrical grid investments for data centers are fully recovered to ensure other ratepayers do not end up footing the bill. This will ensure ratepayers do not have skyrocketing costs without increasing the state's reliance on fossil fuels.

City of Imperial finds that SB 886 promotes fairness, grid reliability, and responsible development by ensuring that large energy users bear the true costs of the infrastructure required to serve them. By preventing cost shifts onto residential customers, small businesses, and local governments, the bill protects ratepayer equity, particularly in rural and disadvantaged communities that often host transmission infrastructure without receiving proportional benefits. Establishing a clear tariff and interconnection framework provides greater planning certainty for utilities, reduces the risk of stranded assets from speculative or short-lived projects, and strengthens long-term grid reliability.

For these reasons, SB 886 (Padilla) would further the City of Imperial's goal of promoting equitable infrastructure investment, protecting local ratepayers, and supporting California's clean energy initiative, and we are proud to support SB 886 (Padilla) and encourage your "aye" vote when it is heard in your committee.





Sincerely,

Ida Obeso-Martinez  
Mayor  
City of Imperial

DATE SUBMITTED February 10, 2026  
Community  
Development  
 SUBMITTED BY Director  
 DATE ACTION February 18, 2026  
 REQUIRED

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: Public hearing of the City Council to discuss the vacation of the public right-of-way portion of O Street between 2 <sup>nd</sup> Street and 3 <sup>rd</sup> Street		
	1. Adoption of Resolution No 2026-04, APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2 <sup>ND</sup> STREET AND 3 <sup>RD</sup> STREET WITHIN THE CITY OF IMPERIAL		
DEPARTMENT INVOLVED:	Community Development Department		
BACKGROUND/SUMMARY:	See attached staff report		
FISCAL IMPACT: N/A	ADMIN SERV INITIALS		
STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 2026-04.	DEPT. INITIALS		
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS	 	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( ) DISAPPROVED ( ) REFERRED TO:	REJECTED ( ) DEFERRED ( )	



# Staff Report

Agenda Item No.

**To:** City of Imperial City Council

**From:** Yvonne Cordero

**Date:** February 10, 2026

**Subject:** Vacation of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street

## Summary:

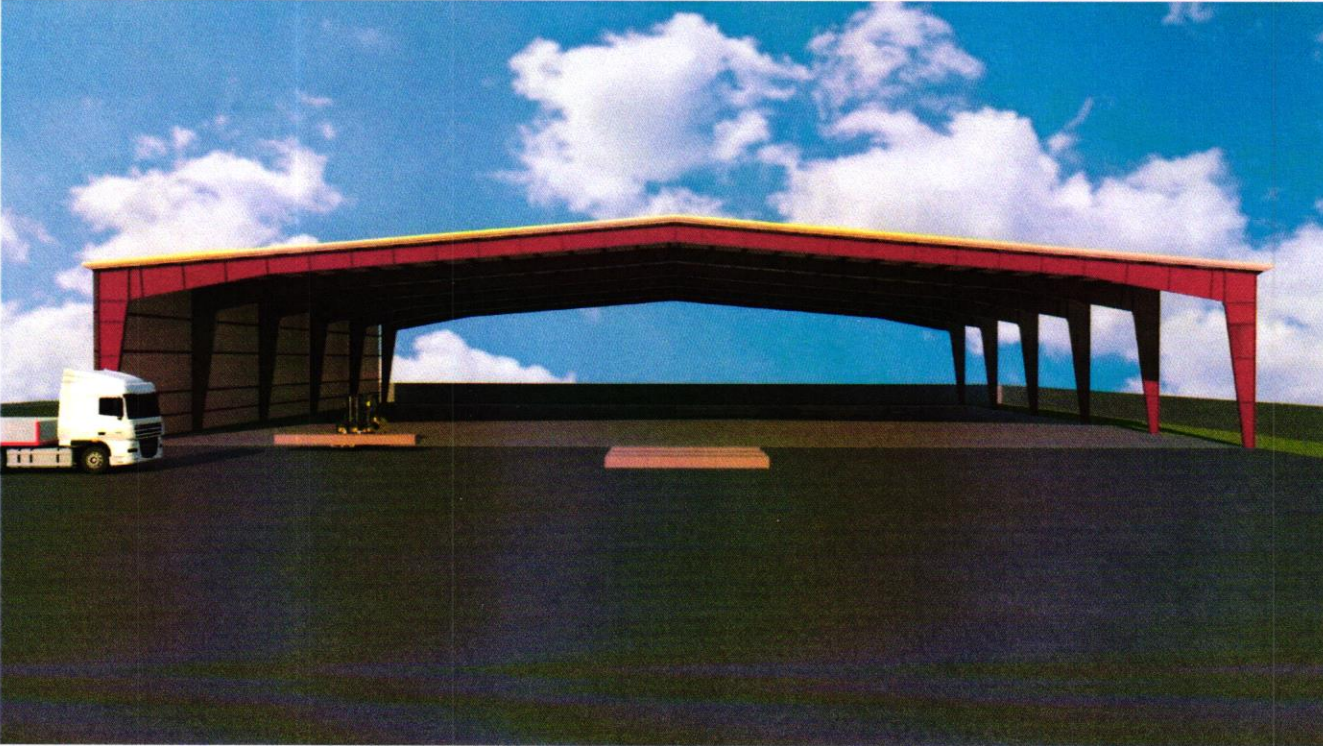
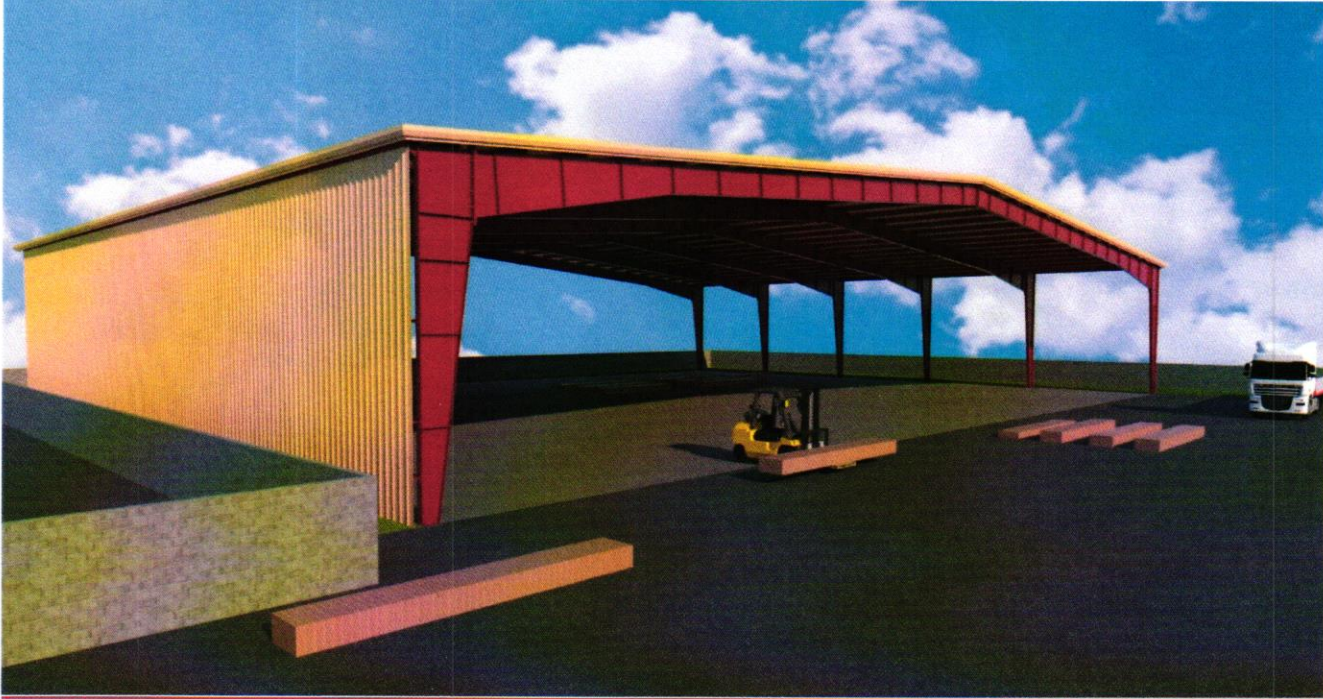
<b>Applicant:</b>	Raul Parra
<b>Project Description:</b>	Vacation of O Street between 2nd Street and 3rd Street
<b>Zoning:</b>	Rail Served Industrial (I-2)
<b>General Plan:</b>	Industrial Zone
<b>Environmental:</b>	Categorically Exempt – 15305 Minor Alterations in Land Use Limitations Facilities
<b>Recommendation:</b>	Approve, subject to conditions.

## **Background**

Raul Parra, owner of Imperial Truss & Lumber, is requesting the vacation of a portion of O Street between 2nd Street and 3rd Street, covering approximately .55 acres, to support his expansion plans. This street vacation is the second phase of Mr. Parra's development project, which includes office suites and a future lumber storage yard, and is a key component of the overall development plan. Mr. Parra owns the parcels abutting the east and west sides of O Street, with the exception of the southwest corner parcel owned by Tobias Peres Huerta. Staff has confirmed with Mr. Huerta that he has knowledge of the vacation and that half of that portion of O Street abutting his corner property will be merged to his parcel and paid by Mr. Parra. Mr. Huerta is in agreement with the vacation.

This project investment is part of a larger effort to revitalize and modernize the Rail-Served Industrial Zone. The project aligns with the City's goals of promoting economic growth, attracting new professional services, and enhancing the district's overall functionality and appearance.

**Future Lumber Storage**



## Project Location



## Discussion/Analysis

California Government Code 65402 stipulates that the City of Imperial cannot vacate or abandon streets unless such actions align with the General Plan. The vacation of O Street between 2nd Street and 3rd Street has been confirmed to comply with the Land Use and Circulation Elements of the General Plan. According to the City of Imperial General Plan Circulation Element, streets are classified based on the traffic levels they are designed to serve. O Street as a whole is not designated as a Major or Secondary Arterial and has not been built to its full capacity. All parts of O Street are classified as local streets, meaning they are not critical for traffic flow. P Street, to the East of O Street, is classified as a secondary arterial and has enough capacity to handle any increased traffic resulting from the vacation of any portion of O Street, and will not disrupt local circulation.

The project aligns with the General Plan's Land Use Element by promoting economic growth and development within the Rail-Served Industrial Zone. The vacation of the proposed portion of O Street ensures adequate parking spaces for the planned office suites. Once the development is finalized, it will help attract a more diverse business community, encourage redevelopment and revitalization, and foster economic prosperity while also enhancing the area's aesthetics.

The City of Imperial's Planning Commission held a public hearing on December 10, 2025, and adopted Resolution PC2025-16, confirming its conformance with the City's General Plan. Resolution 2026-03, declaring its intention to vacate the public right-of-way, was approved by City Council at the February 4, 2026, City Council meeting.

### **Environmental Compliance**

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15305 (Class 5) – Minor Alterations in Land Use Limitations.

### **Public Notification**

The public hearing scheduled for February 18, 2026 was duly noticed in the IV Weekly and Calexico Chronicle, newspapers of general circulation, on February 5, 2026. A Public Hearing Notice was sent to all property owners within 300 feet of the proposed vacation site, and an Notice of Public Hearing was posted at the proposed vacation site.

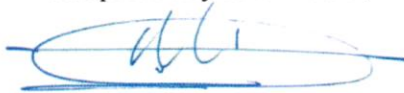
### **Recommendation**

Staff recommends that the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, staff recommends the adoption of Resolution 2026-04, approving the City of Imperial's vacation of the public right-of-way portion of O Street between 2nd Street and 3rd Street.

### **Attachments**

- Attachment A - Draft Resolution 2026-04
- Attachment B - Legal Description and Map

Respectfully submitted,



Othon Mora, MCM, CBO  
Community Development Director

## **ATTACHMENT A**

### ***DRAFT* RESOLUTION NO. 2026-04**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2<sup>ND</sup> STREET AND 3<sup>RD</sup> STREET WITHIN THE CITY OF IMPERIAL**

**WHEREAS**, the City of Imperial declared its intention to vacate the right-of-way portion of O Street between 2nd Street and 3rd Street witnessed for economic growth pursuant to the provisions of the Streets and Highways Code Section 8308 thereof; and

**WHEREAS**, the City of Imperial Planning Commission adopted Resolution PC2025-16 and concluded that the right-of-way vacation of the portion of O Street between 2nd Street and 3rd Street is in conformity with the City's adopted Circulation Element of the General Plan; and

**WHEREAS**, the City of Imperial City Council approved Resolution 2026-03 affirming the city's intention to vacate the public right-of-way portion of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street; and

**WHEREAS**, the finding of conformance with the General Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15305 (Class 5) for Minor Alterations in land Use Limitations; and

**WHEREAS**, pursuant to the provisions of the California Streets and Highway Code, Section 8320 et seq., the City Clerk of the City of Imperial has administratively scheduled a hearing for the City Council to consider ordering the vacation of the portion of O Street between 2nd Street and 3rd Street; and

**WHEREAS**, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the project; and

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

- A) The City Council proposes to vacate the portion of the right-of-way described herein, subject to the Conditions of Approval provided in Exhibit A; and
- B) A public hearing was duly noticed in accordance with the Streets and Highway Code Sections 8322 and 8323 and held at the City Council Chambers located at 200 West 9<sup>th</sup> Street, Imperial, California, on February 18, 2026, at 7:00 P.M., or as soon thereafter; and
- C) The City Council finds, from all the evidence submitted, that the vacation of the right-of-way portion of O Street between 2nd Street and 3rd Street is consistent with the City's adopted General Plan and is unnecessary for present and prospective public use.
- D) That based on the evidence presented, the City Council hereby **APPROVES the vacation of the right-of-way portion of O Street between 2nd Street and 3rd Street.**

**PASSED, ADOPTED, AND APPROVED** by the City Council of the City of Imperial, this  
18<sup>th</sup> day of February 2026.

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Ida Obeso-Martinez  
Mayor

ATTEST:

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Kristina Shields  
City Clerk

**EXHIBIT A**  
**CONDITIONS OF APPROVAL**  
**FOR O STREET ABANDONMENT**  
**2nd Street to 3rd Street**

1. The Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Developer/Applicant shall pay all applicable impact and capacity fees.
3. The Right of Way Abandonment does not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
4. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Right of Way Abandonment. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Right of Way Abandonment, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
5. All conditions of approval for this Right of Way Abandonment shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Community Development Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
6. All storage of materials waiting or to be worked on shall be stored within the building during the time that the business is not open for business. There shall be no outdoor storage of materials.
7. If the Community Development Department finds and determines that the Applicant or successor-in-interest has not complied or cannot comply with the terms and conditions of approval, or the Planning/Building Department determines that the permitted activities constitute a nuisance, the City shall provide the Applicant with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) the Applicant fails to comply, and/or (2) the Applicant cannot comply with the conditions of approval, then the matter shall be referred to the Planning Commission for modification, suspension, or termination, or to the appropriate enforcement authority.
8. Department Comments

**Public Services**

- a) Right of Way Abandonment of O Street between 1<sup>st</sup> and 2<sup>nd</sup> Street and between 2<sup>nd</sup> and 3<sup>rd</sup> Street is recommended at the requester's expense.

**Community Development**

- b) Prior to recordation of the street abandonment, any parcel(s) that would become landlocked or otherwise lose legal access as a result of the abandonment shall be legally merged with an adjoining parcel under the same ownership, or otherwise provided legal access, to the satisfaction of the City. Proof of the recorded merger or access instrument shall be submitted to the City prior to the recordation of the abandonment.
- c) The abandoned right-of-way reverting to an adjacent property owner shall be legally merged with that owner's adjoining parcel prior to the recording of the street abandonment. Proof of all required mergers or legal access instruments shall be submitted to the City prior to recordation.

**Imperial County Fire Department**

- d) Abandonment of any public street presents concerns to the ICFD. Any time a right-of-way is abandoned, it leads to operational challenges in emergency situations and could cause unforeseen issues in the future. The abandonment of portions of O Street between 1<sup>st</sup> and 2<sup>nd</sup> Street and between 2<sup>nd</sup> and 3<sup>rd</sup> Streets does not currently present an issue since it will be used for private enterprise.

9. As between the City and the Applicant, any violation of this permit may be a "nuisance per se". The City may enforce the terms and conditions of this permit in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
10. The Applicant shall not be permitted to maintain a "nuisance", which is anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the business.

ATTACHMENT B

EXHIBIT "A"  
RIGHT OF WAY ABANDONMENT  
LEGAL DESCRIPTION

A PORTION OF "O" STREET DEDICATION TO THE TOWN OF IMPERIAL MAP, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 7, ON FILE IN BOOK 1, PAGE 6 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF BLOCK 134 OF SAID MAP NO. 7, WHICH IS THE TRUE POINT OF BEGINNING (TPOB);

THENCE EAST 80.00 FEET ALONG THE SOUTH LINE OF THIRD STREET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 133 OF SAID MAP NO. 7;

THENCE SOUTH 300.00 FEET ALONG THE EAST LINE OF "O" STREET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 133;

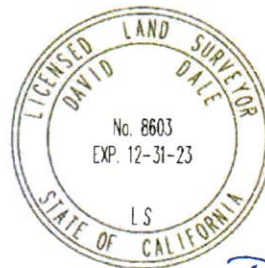
THENCE WEST 80.00 FEET ALONG THE NORTH LINE OF FIRST STREET TO THE SOUTHEAST CORNER OF LOT 12 OF BLOCK 134;

THENCE NORTH 300.00 FEET ALONG THE WEST LINE OF "O" STREET TO THE NORTHEAST CORNER OF LOT 7 OF BLOCK 134 AND ALSO BEING THE TRUE POINT OF BEGINNING.

THE ABOVE LAND DESCRIBED AREA CONTAINS 24,000 SQ. FT. (0.55 ACRES MORE OR LESS).

SUBJECT TO ALL COVENANTS, EASEMENTS, AND AGREEMENTS OF RECORDS.

SHOWN ON EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.



*David Dale*

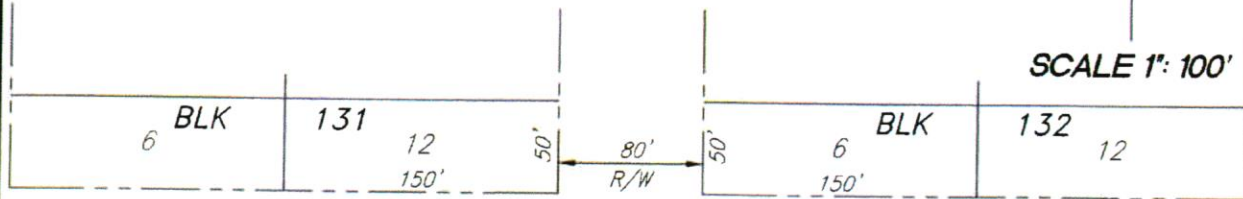
ATTACHMENT B

**EXHIBIT "B"**

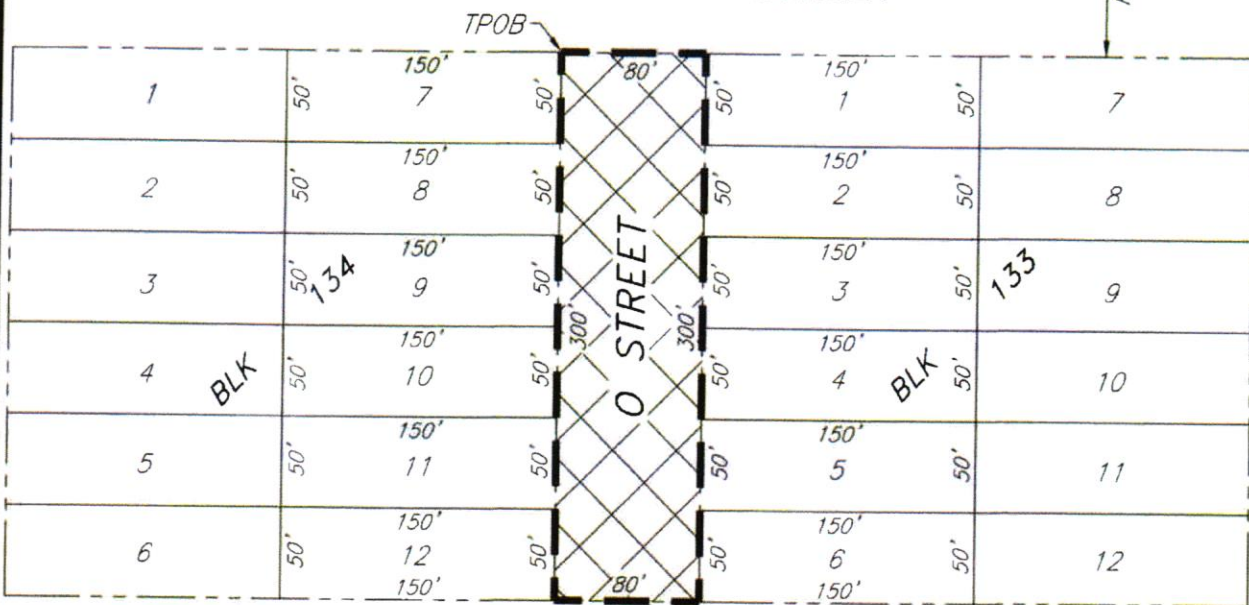
**ABANDONMENT OF A PORTION OF "O" STREET  
FROM SECOND ST. TO THIRD ST.**



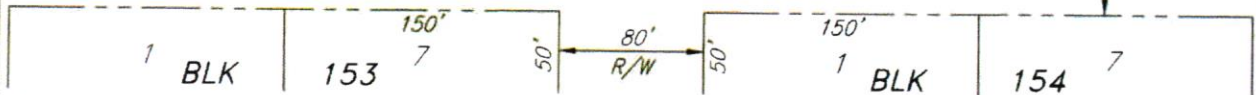
SCALE 1" = 100'



THIRD STREET



SECOND STREET



**LEGEND:**

- RIGHT OF WAY LINE
- LOT LINE

AREA TO BE ABANDONMENT

RIGHT OF WAY WIDTH PER MAP NO. 7, ON FILE IN THE OFFICE OF COUNTY RECORDER OF IMPERIAL COUNTY (OM 1-6), (MAP 883).

**NOTE:**

AREA TO BE ABANDONMENT= 24,000 S.F. (0.55 MORE OR LESS)

DATE SUBMITTED 2/11/26  
 SUBMITTED BY PUBLIC SERVICES  
 DATE ACTION REQUIRED 2/18/26

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

<b>SUBJECT:</b>	<b>DISCUSSION/ACTION:</b>  Approve Change Order No. 2 in the amount of \$150,000 for the Aten Sewer Line Replacement Project; Bid No. 2025-06; CIP #848		
<b>BACKGROUND/SUMMARY:</b> The project team conducted a site review and confirmed that additional construction activities are necessary to complete the pump station portion of this project. The required work includes installation of the pump station motors, pumps, and related appurtenances supplied by the vendor.  In addition, the Contractor will furnish and install materials not included in the vendor's scope, including additional force main pipe, electrical conduits, gas line pipe, water line pipe, and other components necessary to ensure the pump station's full operational functionality.  The Change Order No. 2 packet, including the independent estimate, is attached for review. The independent estimate is based on the Contractor's request for 21 days of installation work. Material quantities reflect the best available estimate of conduit, piping, and hardware required beyond the vendor-supplied components, as complete assembly drawings were not available to perform a precise quantity takeoff.  Change Order No. 2 is proposed for \$150,000. The proposed amount is within 5% of the independent estimate, which is considered acceptable.  All additional work will be compensated in accordance with Section 9-1.04, Force Account, which provides for payment based on verified actual labor, materials, and equipment costs when the scope and quantities of work cannot be accurately predetermined.			
<b>FISCAL IMPACT:</b>  Total Cost = \$150,000.00 -To be funded through CIP Account No. 54- <del>848</del> -5210. Costs will be covered by the applicable enterprise funds (i.e. Water and Wastewater).		FINANCE INITIALS	<u>JMS</u>
<b>STAFF RECOMMENDATION:</b>  Staff recommends that the City Council approve Change Order No. 2 in the amount of \$150,000 for the additional work project and authorize the City Manager to execute all necessary documents related to this change order.		DEPT. INITIALS	<u>Jmg</u>
<b>MANAGER'S RECOMMENDATION:</b>  <u>approve</u>		CITY MANAGER'S INITIALS	<u>JHm</u>
<b>MOTION:</b>			
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( ) DISAPPROVED ( ) REFERRED TO:	REJECTED ( ) DEFERRED ( )	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**CONTRACT CHANGE ORDER MEMORANDUM**

CEM-4903 (REV 06/2006)

DATE  
01/16/2026

TO Dennis Morita, City Manager			FILE E. A. <u>Aten Rd Sewer Line Rehab Phase II</u>	
FROM Phillip A. Ramirez, P.E. Resident Engineer			CO-RTE-PM <u>Int - Imperial Avenue and Aten Road</u>	
FED NO. _____				
CCO NO. <u>2</u>	SUPPLEMENT NO.	CATEGORY CODE	CONTINGENCY BALANCE (Including this change): \$	
CCO AMOUNT \$ <u>150,000.00</u>			HEADQUARTERS APPROVAL REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED \$			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ORIGINAL CONTRACT TIME: <u>110</u> DAY(S)	TIME ADJUSTMENT THIS CHANGE: <u>64</u> DAY(S)	PREVIOUSLY APPROVED CCO TIME ADJUSTMENTS: <u>14</u> DAY(S)	PERCENTAGE TIME ADJUSTED (Including this change) <u>70.90</u> %	TOTAL # OF UNRECONCILED DEFERRED TIME CCOs (Including this change) <u>0</u>

THIS CHANGE ORDER PROVIDES FOR (Use additional pages as needed):

**Reason for Added Scope:**

Resident Engineer (Nicklaus), Contractor (Rove Eng), and City of Imperial verified onsite the additional construction activities needed to complete the pump station site. These activities include installation of pump station motors, pumps, and appurtenances from vendor (Gorman Rupp) as approved by the City in submittal package dated October 31, 2025. In addition, any items not covered by the vendor provided materials are to be supplied by contractor (Rove Eng.) such as additional force main pipe, conduits, gas line pipe, water line pipe, and any other materials necessary for pump station operation. All construction activities necessary for completion of pump station site are to be paid in accordance with section 9-1.04 Force Account.

**Time Adjustment Due to Added Scope:**

The additional time for pump station materials vendor to deliver equipment could take 43 working days and execution of added work could take 21 working days for a combined 64 working day extension. Revised completion day would be extended from January 16, 2026 though April 20, 2026. Time adjustment is recommended by Resident Engineer (Nicklaus).

**Attachments:**

Pump Station Site Plan

Approved Submittal from Vendor (Gorman Rupp) dated October 21, 2025

<b>CONCURRED BY:</b>		<b>ESTIMATE OF COST</b>	
CONSTRUCTION ENGINEER/BRIDGE ENGINEER	DATE	<b>THIS REQUEST</b>	<b>TOTAL TO DATE</b>
PROJECT ENGINEER	DATE	ITEMS	
PROJECT MANAGER	DATE	FORCE ACCOUNT	\$150,000.00
FHWA REP.	DATE	AGREED PRICE	\$68,301.00
ENVIRONMENTAL	DATE	ADJUSTMENT	
OTHER (SPECIFY)	DATE	<b>TOTAL</b>	\$218,301.00
HQ OR DISTRICT PRIOR APPROVAL BY	DATE	<b>FEDERAL PARTICIPATION</b>	
RESIDENT ENGINEER SIGNATURE	DATE	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (Maintenance) <input type="checkbox"/> NON-PARTICIPATING	
		<b>FEDERAL SEGREGATION (If more than one funding source or P.I.P. type)</b>	
		<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS FEDERAL FUNDING SOURCE      PERCENT	

**CHANGE ORDER**

DOT CEM-4900 (REV 09/2025)

Change Requested By:  Contractor  Engineer

TO Frank Duffy, Rove Engineering		CONTRACT NUMBER Aten Rd Sewer Line Rehabilitation Phase II
FROM Phillip A. Ramirez, P.E.		COUNTY - ROUTE - Begin Postmile / End Postmile Intersection - Imperial Avenue and Aten Road
RESIDENT ENGINEER		PROJECT IDENTIFIER NUMBER
CHANGE ORDER NUMBER 2	SUPPLEMENT NUMBER	FEDERAL NUMBER

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.*

In accordance with CALTRANS standard specifications sections 9-1.04 Force Account and 4-1.05 Changes and Extra Work the contractor shall be awarded compensation and time extension for additional scope of work to install pump station components as approved by City of Imperial from vendor.

Extra Work at Force Account

In accordance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, furnish the resources and activities required to complete the extra work described in this change order and as determined by the engineer. Extra work includes: Installation of pump station components not covered as part of the original scope such as conduits, wiring, connection, pump installations, and any items required for pump station start up.

You will be paid for all resources and activities to complete this work as specified in Section 9-1.04, "Force Account", of the Standard Specifications.

Estimate of Extra Work at Force Account not to exceed: \$150,000.00.

Consideration of a time adjustment for a critical delay is deferred until completion of the work described in this change order.

The amount of the time adjustment in accordance with Section 8-1.07, "Delays," of the *Standard Specifications* will grant additional 64 working days. Extending contract from January 16, 2025 through April 20, 2026 for completion of additional work and delays.

**CHANGE ORDER**

DOT CEM-4900 (REV 09/2025)

Change Requested By:  Contractor  Engineer

TO Frank Duffy, Rove Engineering		CONTRACT NUMBER Aten Rd Sewer Line Rehabilitation Phase II
FROM Phillip A. Ramirez, P.E.		COUNTY - ROUTE - Begin Postmile / End Postmile Intersection - Imperial Avenue and Aten Road
RESIDENT ENGINEER		PROJECT IDENTIFIER NUMBER
CHANGE ORDER NUMBER 2	SUPPLEMENT NUMBER	FEDERAL NUMBER

**CHANGE ORDER SUMMARY**

Estimated Cost: \$ 150,000.00	For this order, the time of completion will be adjusted as follows:
<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Cost	64 days <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Time Adjustment <input type="checkbox"/> Time Adjustment Deferred

**REQUIRED FOR ALL CHANGE ORDERS**

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

**SUBMITTED BY**

SIGNATURE	PRINT NAME AND TITLE Phillip A. Ramirez, P.E., Resident Engineer	DATE
-----------	---	------

**RECOMMENDED APPROVAL BY**

SIGNATURE	PRINT NAME AND TITLE Phillip A. Ramirez, P.E., Resident Engineer	DATE
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**CONTRACTOR ACCEPTANCE BY**

We, the undersigned Contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above.

SIGNATURE	PRINT NAME AND TITLE Barbara Beltran, CFO Rove Engineering	DATE
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**This change order is not effective until approved by the Engineer. If you do not sign this order and you receive an approved change order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

**CHANGE ORDER APPROVAL****ENGINEER APPROVAL BY**

SIGNATURE	PRINT NAME AND TITLE Dennis Morita, City Manager	DATE
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Change Order Request No. 2 Independent Estimate  
 Aten Road Sewer Rehabilitation Phase II  
 Claypool Drive Pump Station - City of Imperial

Date:2/10/2026

PUMP STATION INSTALLATION						
Labor						
ITEM	Classification	Rate	Unit	Quantity	Days	Cost
1	(3) LABORER	\$62.73	HR	24.0	21.0	\$31,615.92
2	(1) OPERATOR GROUP 12	\$95.91	HR	8.0	21.0	\$16,112.88
3	(2) ELECTRICIAN SPLICER	\$75.24	HR	16.0	21.0	\$25,280.64
<b>SUBTOTAL</b>						\$47,728.80
<b>PROFIT (10%)</b>						\$ 4,772.88
<b>OVERHEAD (5%)</b>						\$ 2,386.44
<b>TOTAL</b>						\$ 54,888.12

EQUIPMENT (Rates obtained from local vendor and/or CALTRANS 2025 Equipment Rates)								
Item	EQUIPMENT CLASSIFICATION	TYPE	QTY	Rate	Hour	Cost/day	Days	Total
1	MINI EXCAVATOR	HEAVY	1	\$54.54	8.0	\$436.32	10	\$4,363.20
2	LOADER	HEAVY	1	\$72.81	8.0	\$582.48	11	\$6,407.28
4	F-250 TRUCK	SERVICE	2	\$52.44	8.0	\$839.04	21	\$17,619.84
5	F-150 TRUCK	SERVICE	2	\$40.51	8.0	\$648.16	21	\$13,611.36
<b>SUBTOTAL</b>								\$42,001.68
<b>PROFIT (10%)</b>								\$ 4,200.17
<b>OVERHEAD (5%)</b>								\$ 2,100.08
<b>TOTAL</b>								\$48,301.93

MATERIAL (DELIVERY INCLUDED)					
Item	Material	UNIT	QTY	UNIT PRICE	COST
1	CONDUIT PIPING	LS	1	\$ 9,500.00	\$ 9,500.00
2	FITTINGS AND ELBOWS	LS	1	\$ 2,500.00	\$ 2,500.00
3	ELECTRICAL HARDWARE	LS	1	\$ 5,000.00	\$ 5,000.00
4	FORCE MAIN LINE	LS	1	\$ 15,000.00	\$ 15,000.00
5	WATER SERVICE LINE	LS	1	\$ 4,500.00	\$ 4,500.00
<b>SUBTOTAL</b>					\$ 36,500.00
<b>DELIVERY (8%)</b>					\$ 2,920.00

Change Order Request No. 2 Independent Estimate  
Aten Road Sewer Rehabilitation Phase II  
Claypool Drive Pump Station - City of Imperial

Date:2/10/2026

TAX (8%)	\$	2,920.00
PROFIT (10%)	\$	3,650.00
OVERHEAD (5%)	\$	1,825.00
TOTAL	\$	47,815.00

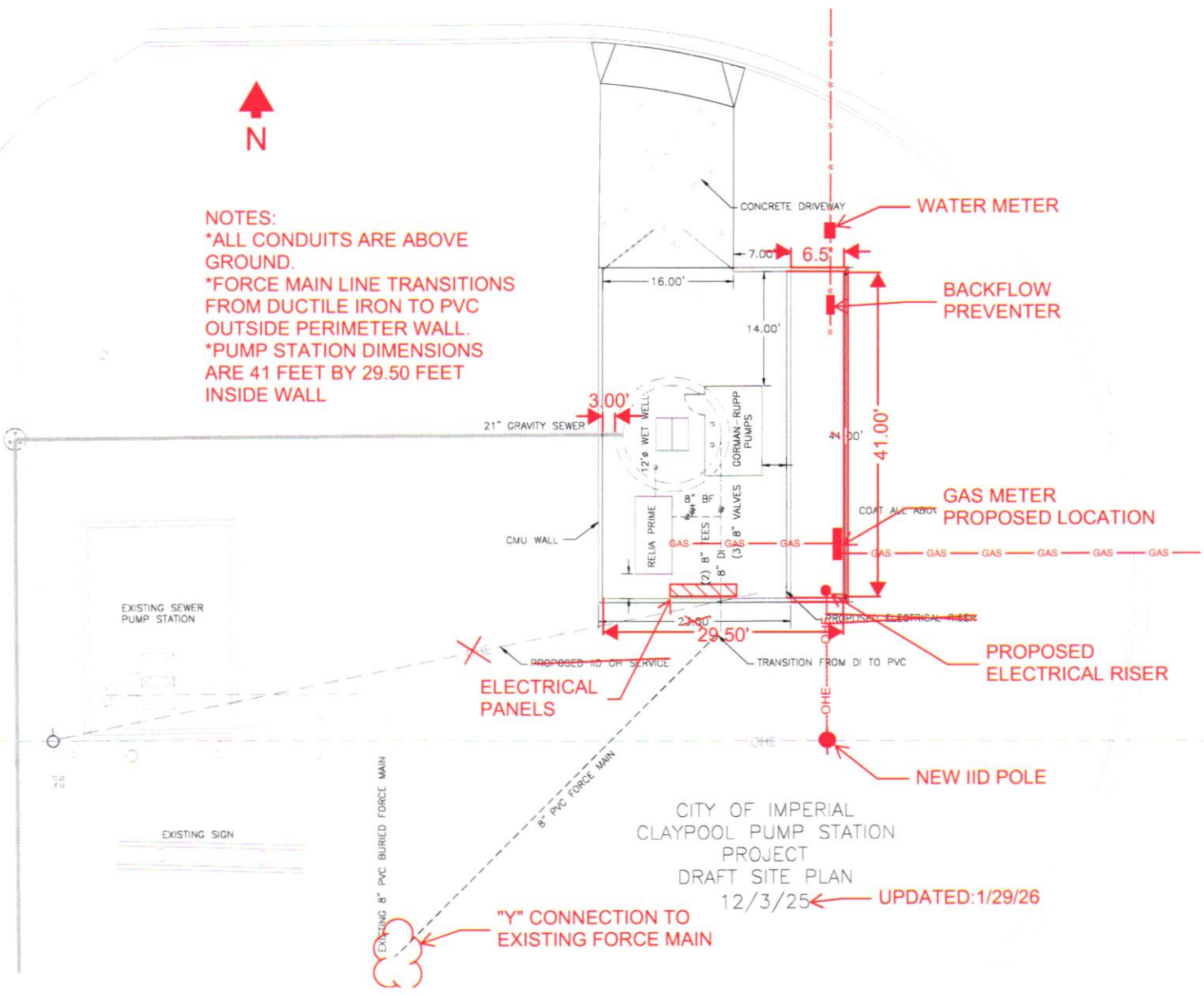
TOTAL INDEPENDENT ESTIMATE	\$151,005.05
CCO#2 TOTAL	\$150,000.00

**NOTE:**

Quantities include a markup for contractor profit and overhead totaling an additional 15% on unit and itemized price totals. Estimate is based upon contractor request for 21 working days of pump station installation work. Change Order #2 proposed budget is within 5% of independent estimate which is acceptable upon City of Imperial review and approval.



**NOTES:**  
 \*ALL CONDUITS ARE ABOVE GROUND.  
 \*FORCE MAIN LINE TRANSITIONS FROM DUCTILE IRON TO PVC OUTSIDE PERIMETER WALL.  
 \*PUMP STATION DIMENSIONS ARE 41 FEET BY 29.50 FEET INSIDE WALL



CITY OF IMPERIAL  
 CLAYPOOL PUMP STATION  
 PROJECT  
 DRAFT SITE PLAN  
 12/3/25 ← **UPDATED: 1/29/26**

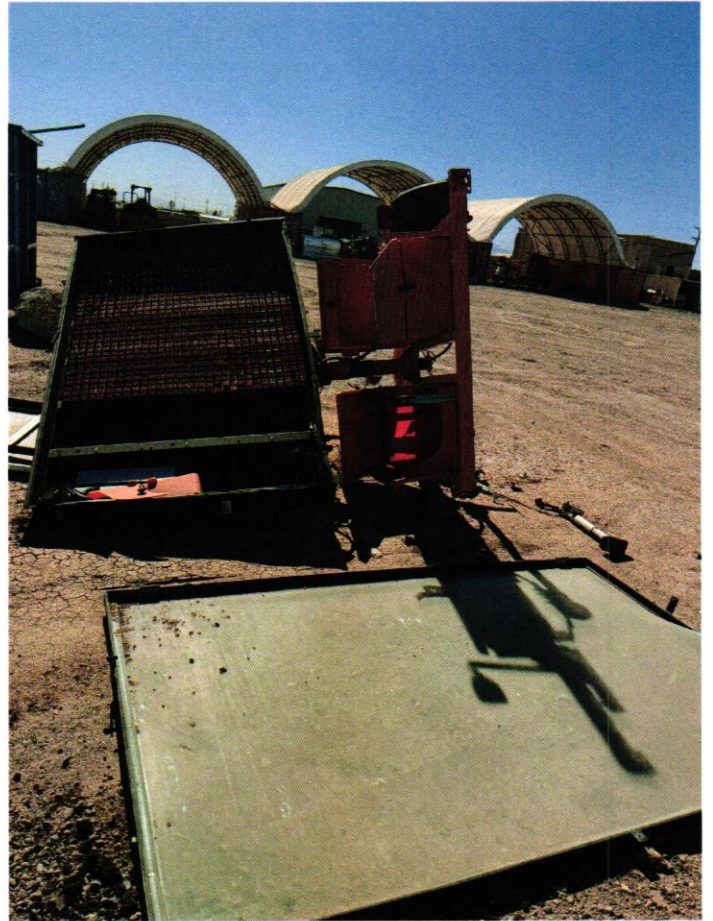
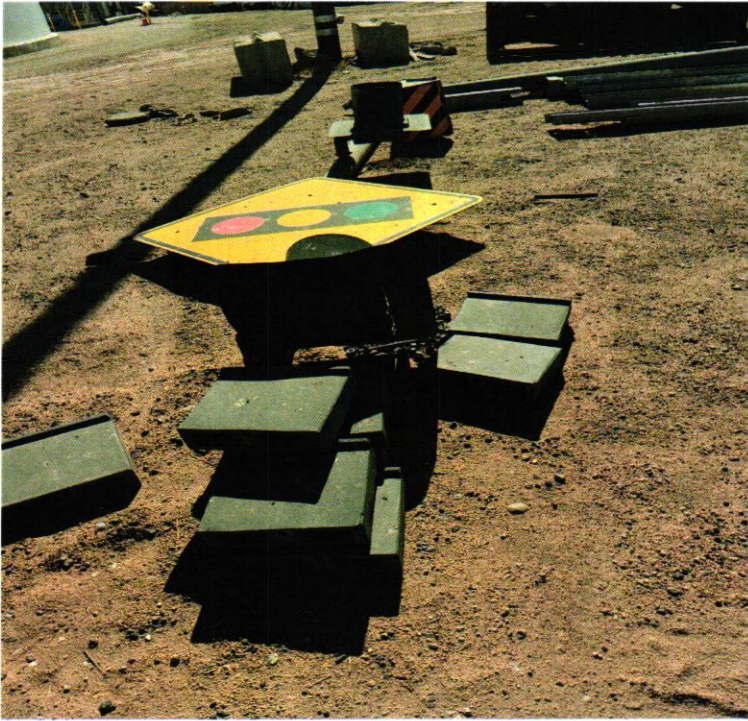
**"Y" CONNECTION TO EXISTING FORCE MAIN**

DATE SUBMITTED 2/11/26  
 SUBMITTED BY PUBLIC SERVICES  
 DATE ACTION REQUIRED 2/18/26

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

<p><b>SUBJECT:</b> DISCUSSION/ACTION:                  Approval to surplus and dispose of equipment that is inoperative and irreparable</p>									
<p><b>BACKGROUND/SUMMARY:</b>                  The Public Services Department is requesting approval to surplus and dispose of city-owned equipment that is inoperative and irreparable. The items include a traffic signal post with associated signage and light(s), as well as a Portable Changeable Message Sign (PCMS) board. These assets have been evaluated and deemed unserviceable due to damage and non-functionality, making them unsuitable for continued use. Disposal will be conducted in accordance with applicable rules, regulations, and policies for handling obsolete and unserviceable property.</p>									
<p><b>FISCAL IMPACT:</b>                  There is no significant fiscal impact associated with this action. The items have no remaining market value and will be disposed of through appropriate surplus procedures.</p>	<p>FINANCE INITIALS <u>JMS</u></p>								
<p><b>STAFF RECOMMENDATION:</b>                  Staff recommends that the City Council approve the request to surplus and dispose of the inoperative and irreparable equipment.</p>	<p>DEPT. INITIALS <u>Jng</u></p>								
<p><b>MANAGER'S RECOMMENDATION:</b></p>	<p>CITY MANAGER'S INITIALS _____</p>								
<p><b>MOTION:</b></p> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>SECONDED:                              AYES:                              NAYES:                              ABSENT:</p> </td> <td style="width: 50%; border: none;"> <table style="width:100%; border: none;"> <tr> <td style="width: 50%;">APPROVED ( )</td> <td style="width: 50%;">REJECTED ( )</td> </tr> <tr> <td>DISAPPROVED ( )</td> <td>DEFERRED ( )</td> </tr> <tr> <td>REFERRED TO:</td> <td></td> </tr> </table> </td> </tr> </table>		<p>SECONDED:                              AYES:                              NAYES:                              ABSENT:</p>	<table style="width:100%; border: none;"> <tr> <td style="width: 50%;">APPROVED ( )</td> <td style="width: 50%;">REJECTED ( )</td> </tr> <tr> <td>DISAPPROVED ( )</td> <td>DEFERRED ( )</td> </tr> <tr> <td>REFERRED TO:</td> <td></td> </tr> </table>	APPROVED ( )	REJECTED ( )	DISAPPROVED ( )	DEFERRED ( )	REFERRED TO:	
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APPROVED ( )	REJECTED ( )								
DISAPPROVED ( )	DEFERRED ( )								
REFERRED TO:									



DATE SUBMITTED 2/11/26  
 SUBMITTED BY PUBLIC SERVICES  
 DATE ACTION REQUIRED 2/18/26

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

<p><b>SUBJECT:</b> DISCUSSION/ACTION:</p> <p style="margin-left: 40px;">Approval to authorize Haaker Equipment to perform necessary services and repairs on the 2013 Kenworth Vactor</p>	
<p><b>BACKGROUND/SUMMARY:</b></p> <p>The Public Services Department is requesting approval to proceed with Haaker Engineering to perform necessary service and repairs on the 2013 Kenworth Vactor truck. When first acquired, this unit was the only Vactor truck in the City's fleet and was heavily utilized by multiple departments. During its service life, a full 360-degree inspection had not been conducted, resulting in deferred maintenance and wear on critical components.</p> <p>The requested comprehensive services will address critical repairs and restore the truck to optimal working condition. With these repairs and continued routine maintenance, the unit's lifespan is expected to be extended by an additional 5+ years, providing significant value and cost savings compared to replacement.</p>	
<p><b>FISCAL IMPACT:</b></p> <p>Total Cost = \$45,278.81.</p> <p>Funding for this expenditure is available in the Public Services Department budget. Cost will be split between the Water, Wastewater, and Streets divisions.</p>	<p>FINANCE INITIALS <u>JMS</u></p>
<p><b>STAFF RECOMMENDATION:</b></p> <p>Staff recommends that the City Council approve the request to perform necessary services and repairs on the 2013 Kenworth Vactor.</p>	<p>DEPT. INITIALS <u>Jmg</u></p>
<p><b>MANAGER'S RECOMMENDATION:</b></p> <p style="text-align: center;"><u>approve</u></p>	<p>CITY MANAGER'S INITIALS <u>JTM</u></p>
<p><b>MOTION:</b></p> <p>SECONDED: APPROVED ( ) REJECTED ( )                  AYES: DISAPPROVED ( ) DEFERRED ( )                  NAYES:                  ABSENT: REFERRED TO:</p>	



**SERVICE ESTIMATE**  
3408 City of Imperial

**BRANCH:**

03 - Santee  
9465 Mission Park Place Santee CA 92071 US  
(619) 569-1946

<b>ESTIMATE #:</b>	EST5230
<b>CUSTOMER PO:</b>	
<b>DATE:</b>	1/19/2026
<b>TERMS &amp; EXPIRES :</b>	Net 30 & 2/18/2026 4/12/26
<b>ESTIMATE TOTAL: 45,278.81</b>	

**BILL TO:**

City of Imperial  
Admin. Service Department  
420 S Imperial Ave  
Imperial CA 92251  
United States

**SHIP TO:**

City of Imperial  
9465 Mission Park Place  
Santee CA 92071  
United States

<b>SERIAL NUMBER:</b> 1304V13801	<b>CUSTOMER UNIT#:</b>	<b>VIN:</b> 6041
<b>BRAND:</b> Vactor	<b>MODEL YEAR:</b> 2012	<b>TYPE:</b> New
<b>MODEL:</b> Vactor 2115 PD-100	<b>MILES:</b> 25,942	<b>HOURS:</b> 25,942

OPERATION 1	DESCRIPTION					EXT. PRICE
001-General	001-General					14625.00
PARTS LIST	DESCRIPTION	QTY	UOM	PRICE	EXT. PRICE	
Service Sales - Shop Supplies	Service Sales - Shop Supplies	1	Unit	300.00	300.00	
60900	BRONZE BRG	4	Ea	33.54	134.16	
60901	BRONZE BRG	4	Ea	41.46	165.84	
61232	BRONZE BRG	4	Ea	64.03	256.12	
61233	BRONZE BRG	4	Ea	43.19	172.76	
60896	SHIM .048 X 2 X 3.5	4	Ea	6.81	27.24	
60899	SHIM .048 X 2 X 2	4	Ea	10.74	42.96	
45548H	ROTEK BEARING 2100	1	Ea	890.00	890.00	
45551	AIR CYLINDER	2	Ea	67.52	135.04	
61297D	STOP TOOTH BLK	2	Ea	100.00	200.00	
45552	BRKT, AIR CYL	2	Ea	7.70	15.40	
81766B	SPACER, ROTATING HOS	2	Ea	67.80	135.60	
16399B	PILLOW BLOCK BEARING	1	Ea	155.39	155.39	
43923A	CHAIN DBL, 51"	1	Ea	56.88	56.88	
43920C	SPROCKET DOUBLE 16T,	1	Ea	109.25	109.25	
49379A	SEAL KIT FOR 49379 P	1	Ea	469.83	469.83	
49526C	SHAFT SEAL FOR 49526	1	Ea	132.99	132.99	
42633B	KUNKLE VALVE 16"	1	Ea	848.74	848.74	
45358	STRAINER, 3"NPT FEM	1	Ea	54.22	54.22	
54550	SPROCKET DOUBLE 72TO	1	Ea	378.71	378.71	
510336	MOTOR, HYD, GEROTER, 11	1	Ea	2,454.91	2454.91	
49439BC	CARTRIDGE VALVE, COUN	2	Ea	287.49	574.98	
510826	DRIVE BELT, 10 X 15	1	Ea	2,710.02	2710.02	
510835B	BLADDER RDB	1	Ea	790.44	790.44	
38278	GASKET, 10" RED	2	Ea	15.67	31.34	
45B72	TRAFFIC ADVISOR 21I	1	Ea	2,987.08	2987.08	
510934D	7" X 279" RDB HOSE	1	Ea	6,605.32	6605.32	
40019	3" GATE VALVE, ROUND	1	Ea	350.66	350.66	

*\*Note: After tear down additional parts and labor may be required to complete this repair due to unforeseen issues.  
Any sales tax shown is subject to change. Sales tax will be calculated and charged based on current rates for the location of the sale at time of invoice.*

Service Sales - Shop Supplies	Hydraulic Pump Suction Hoses x 2	1	Unit	1,000.00	1000.00
Service Sales - Shop Supplies	Hydraulic Shut Off Valves x 2	1	Unit	650.00	650.00
508122YA	IQAN MD5-5" DISPLAY	1	Ea	3,361.47	3361.47
Parts Freight - Recovery	Parts Sales - Freight	1	Ea	500.00	500.00
515983	MD3-MD5 DISPLAY ADAPTER	1	Ea	1,787.62	1787.62

**COMPLAINT:**

ESTIMATE SUBTOTAL LABOR					\$14625.00
ESTIMATE SUBTOTAL PART					\$26034.97
ESTIMATE SUBTOTAL OTHER CHARGES					\$2450.00
ESTIMATE SUBTOTAL TRAVEL					\$0.00
ESTIMATE SUBTOTAL					\$43109.97

**CUSTOMER MEMO:**

TOTAL LABOR:	14625.00
TOTAL PARTS:	26034.97
TOTAL OTHER CHARGES:	500.00
TOTAL SUBLET:	0.00
TOTAL TRAVEL:	0.00
TOTAL SHOP SUPPLIES:	1950.00
ESTIMATE SUBTOTAL:	43,109.97
TAX TOTAL:	\$2,168.84
<b>ESTIMATE TOTAL:</b>	<b>45,278.81</b>

*\*Note: After tear down additional parts and labor may be required to complete this repair due to unforeseen issues.  
Any sales tax shown is subject to change. Sales tax will be calculated and charged based on current rates for the location of the sale at time of invoice.*



## Police Recruit Agenda Item

### Additional Information

#### PROGRAM OVERVIEW

The Police Recruit position targets candidates who have already demonstrated commitment to the field by completing significant training milestones.

#### 1. Eligibility Requirements

Candidates are eligible for the Police Recruit position once they have:

- Successfully completed POST Level III and Level II modules.
- Maintained active enrollment and progress toward completing a POST Level I Academy.

#### 2. Screening Process

To ensure the highest-caliber individuals are selected, recruits must pass:

- A thorough background check and security investigation, including LiveScan.
- A polygraph examination and psychological evaluation.
- A pre-employment physical examination and City employment standards.

#### 3. Employment Status & Advancement

- **At-Will Status:** The Police Recruit is an at-will, part-time (average 24 hours per week), non-sworn position and does not carry union rights or peace officer powers.
- **Benefits:** As a part-time role, the position is not subject to City-provided benefits.
- **Promotion:** Upon successful completion of all requirements and the academy, recruits are promoted to full-time Police Officer.
- **Contingency:** Participation in the program does not guarantee a permanent position; advancement is strictly dependent on meeting all legal, physical, and certification standards.



## **CITY OF IMPERIAL**

### **JOB DESCRIPTION**

## **POLICE RECRUIT**

### **SALARY: RANGE 66**

FLSA Non-Exempt –Unrepresented At-Will/Part-Time  
Department: Police Department

### **DEFINITION**

A non-sworn position to allow training of Police Recruits. New hires will have Police Recruit status until successful completion of the basic POST Police Academy.

Participates in a structured training program designed to prepare for the role of a full-time Police Officer; observes experienced officers in day-to-day law enforcement activities, completing academy training requirements, and gaining practical field experience while paired with a Training Officer, focuses on learning departmental procedures, and performs related training responsibilities as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives immediate supervision from a designated training officer. Exercises no direct supervision over staff.

### **CLASS CHARACTERISTICS**

This is a non-sworn classification that is in the process of completing academy training requirements.

Upon successful completion of the POST Academy, field training program, and all requirements, the Police Recruit is eligible for promotion to a sworn Police Officer classification. Participation does not guarantee promotion.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the typical functions of the job.*

- Police Recruits are required to be enrolled and successfully graduate from a California POST Basic Law Enforcement Academy.
- Attend and successfully complete all required POST Academy classes, testing, and training modules.
- Participate in departmental orientation, daily physical fitness training, and basic skill-building exercises (such as defensive tactics and firearms safety).
- Learn and practice emergency first aid and CPR techniques to assist injured persons until medical professionals arrive.
- Accompany sworn officers to calls for service in a ride-along capacity to observe how to handle investigations, citizen requests, and incident scenes.
- Learn how to identify and report safety hazards, such as traffic problems, roadblocks, or abandoned vehicles.

- Watch the process of how officers issue warnings or citations for parking and traffic violations.
- Practice preparing basic incidents and traffic reports as part of the learning process.
- Learn to recognize and report suspicious conditions that could lead to crime.
- Attend community events and meetings to learn about the department's role in crime prevention and public relations.
- Follow all academy and departmental rules and regulations.
- Perform other training-related duties as assigned

## **QUALIFICATIONS**

### **Knowledge of:**

- Basic principles of police science.
- Police department policies, practices, and procedures.
- State motor vehicle codes and traffic safety regulations.
- Municipal ordinances.
- First Aid techniques.
- Safety rules and procedures.
- Radio codes and basic communications procedures.

### **Ability to:**

- Enroll in and successfully graduate from a California POST Basic Law Enforcement Academy.
- Pass all required physical, psychological, and agility examinations.
- Demonstrate progress in learning firearms proficiency and defensive tactics during training.
- Communicate clearly and effectively, both orally and in writing.
- Relate tactfully and effectively with diverse populations, accounting for various cultures, languages, socioeconomic backgrounds, and special needs.
- Establish and maintain cooperative working relationships with co-workers, supervisors, and the general public.
- Read, comprehend, and interpret codes, departmental rules, and law enforcement literature.
- Learn City geography, street layouts, and crime patterns; interpret maps.
- Perform basic mathematical calculations (addition, subtraction, multiplication, and division) quickly and accurately.
- Understand and operate strictly within the assigned scope of authority and follow all oral and written instructions.
- Comply with safety standards and regulations while maintaining alertness and self-control in challenging or high-stress situations.
- Work effectively in variable weather conditions and maintain performance during extended or changing shifts.

### **Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

#### **Education:**

- Equivalent to high school graduation.

Experience:

- None.

**Licenses and Certifications:**

- Possession of a valid California Driver's License, to be maintained throughout employment.
- Successful completion of a POST-certified Police Academy Level I and Level II modules.
- Maintained active enrollment and progress toward completing a POST Level III Academy (with confirmation from the Academy).

**PHYSICAL DEMANDS**

Must possess physical endurance, good balance, hearing, and vision to maintain POST physical standards.

**ENVIRONMENTAL CONDITIONS**

Incumbents will be in an academic setting for the majority of their work. When scheduled for practical experience training, incumbents may be exposed to gunfire, toxic chemicals, communicable diseases, physical abuse from hostile or disoriented individuals, traffic hazards, occasional driving at high speeds, and adverse weather conditions. Employees may work in indoor and outdoor environments; be subject to shift-work, evenings, and variable hours; and drive a vehicle to conduct work.

**WORKING CONDITIONS**

The employee may be required to respond during off-duty hours for training purposes.

City employees are expected to work overtime, weekends, evenings, and holidays as required to accommodate the City's needs, in addition to responding as a Disaster Services Emergency Worker (California Government Code Section 3100-3109).

**City of Imperial**  
**Classification and Compensation Schedule**

<b><u>CLASSIFICATION TITLE</u></b>	<b><u>BARGAINING UNIT NAME</u></b>	<b><u>RANGE</u></b>
Accountant	Unrepresented MSPC	75
Accounting Assistant I	Teamsters	57
Accounting Assistant II	Teamsters	61
Accounting Technician	Teamsters	69
Administrative Assistant	Teamsters	60
Administrative Specialist	Teamsters	72
Animal Control Officer	IPOA	57
Assistant City Clerk	Unrepresented MSPC	78
Assistant City Manager	Unrepresented MSPC	102
Assistant to the City Manager	Unrepresented MSPC	98
Assistant Planner	Teamsters	80
Associate Planner	Unrepresented MSPC	85
Building Inspection and Code Enforcement Supervisor	Unrepresented MSPC	85
Building Inspector I	Teamsters	75
Building Inspector II	Teamsters	77
Building Official	Unrepresented MSPC	92
City Manager	Contract	Contract
Code Enforcement Inspector I	Teamsters	66
Code Enforcement Inspector II	Teamsters	70
Collection System Worker I	Teamsters	62
Collection System Worker II	Teamsters	66
Community Development Director	Unrepresented MSPC	102
Community Development Project Coordinator	Unrepresented MSPC	69
Community Development Project Manager	Unrepresented MSPC	92
Community Development Technician I	Teamsters	61
Community Development Technician II	Teamsters	66
Construction Project Coordinator	Unrepresented MSPC	76
Criminal Analyst	IPOA	73
Cybersecurity Program Manager	Unrepresented MSPC	92
Electrician	Teamsters	78
Engineering Technician I	Teamsters	67
Engineering Technician II	Teamsters	74
Equipment Mechanic	Teamsters	67
Executive Assistant	Unrepresented MSPC	74
Facilities Maintenance Worker	Teamsters	60

**City of Imperial**  
**Classification and Compensation Schedule**

Finance Director	Unrepresented MSPC	102
Finance Manager	Unrepresented MSPC	98
Fleet and Facilities Supervisor	Unrepresented MSPC	85
Geographic Information Systems (GIS) Analyst	Unrepresented MSPC	78
Geographic Information Systems (GIS) Program Manager	Unrepresented MSPC	92
Human Resources Analyst	Unrepresented MSPC	78
Human Resources and Risk Management Director	Unrepresented MSPC	102
Human Resources Specialist	Unrepresented MSPC	80
Human Resources Technician	Unrepresented MSPC	68
HVAC/Electrical Technician	Teamsters	68
Information Technology Analyst	Unrepresented MSPC	78
Information Technology Director	Unrepresented MSPC	102
Information Technology Technician I	Teamsters	63
Information Technology Technician II	Teamsters	69
Librarian	Unrepresented MSPC	78
Library Assistant	Unrepresented MSPC	66
Library Clerk	Teamsters	60
Library Grant Coordinator	Unrepresented MSPC	75
Library Manager	Unrepresented MSPC	98
Library Page	Unrepresented Part-Time	55
Library Support Services Worker	Unrepresented Part-Time	55
Library Technician	Teamsters	63
Lifeguard	Unrepresented Seasonal	55
Lifeguard/Swim Instructor	Unrepresented Seasonal	56
Literacy Coordinator	Unrepresented MSPC	75
Lunch at the Library Intern	Unrepresented Part-Time	55
Management Analyst	Unrepresented MSPC	78
Network Specialist	Teamsters	78
Organic Waste Specialist	Teamsters	65
Parks and Recreation Director	Unrepresented MSPC	102
Park Maintenance Coordinator	Unrepresented MSPC	75
Park Maintenance Worker I	Teamsters	57
Park Maintenance Worker II	Teamsters	60
Police Captain	Unrepresented MSPC	98
Police Chief	Contract	102
Police Chief's Administrative Assistant	IPOA	60

**City of Imperial**  
**Classification and Compensation Schedule**

Police Corporal	IPOA	82
Police Officer	IPOA	76
Police Recruit	Unrepresented At-Will/Part-Time	66
Police Sergeant	IPOA	87
Police Services Officer I	IPOA	60
Police Services Officer II	IPOA	62
Police Services Officer III	IPOA	67
Public Services Director	Unrepresented MSPC	102
Public Services Maintenance Worker I	Teamsters	57
Public Services Maintenance Worker II	Teamsters	60
Public Services Manager	Unrepresented MSPC	98
Public Services Supervisor	Unrepresented MSPC	85
Purchasing Technician	Teamsters	65
Recreation and Event Specialist I	Teamsters	62
Recreation and Event Specialist II	Teamsters	66
Recreation/Special Events Coordinator	Unrepresented MSPC	75
Recreation Leader I	Unrepresented Seasonal	55
Recreation Leader II	Unrepresented Seasonal	56
Senior Collection System Worker	Unrepresented MSPC	72
Senior Equipment Mechanic	Unrepresented MSPC	70
Senior Lifeguard/Swim Instructor	Unrepresented MSPC	57
Senior Maintenance and Utility Worker	Unrepresented MSPC	68
Senior Parks Maintenance Worker	Unrepresented MSPC	68
Senior Planner	Unrepresented MSPC	92
Senior Recreation and Event Specialist	Unrepresented MSPC	72
Senior Recreation Leader	Unrepresented MSPC	57
Senior Wastewater Treatment Plant Operator	Unrepresented MSPC	82
Senior Water Meter/Distribution Operator	Unrepresented MSPC	72
Senior Water Treatment Plant Operator	Unrepresented MSPC	82
Utility Billing Technician	Teamsters	66
Utility Maintenance Worker I	Teamsters	62
Utility Maintenance Worker II	Teamsters	66
Wastewater Operator in Training	Teamsters	60
Wastewater Plant Chief Operator	Unrepresented MSPC	85
Wastewater Treatment Plant Operator I	Teamsters	71
Wastewater Treatment Plant Operator II	Teamsters	74

**City of Imperial**  
**Classification and Compensation Schedule**

Wastewater Treatment Plant Operator III	Teamsters	80
Water Meter/Distribution Operator I	Teamsters	64
Water Meter/Distribution Operator II	Teamsters	67
Water Operator In Training	Teamsters	60
Water Plant Chief Operator	Unrepresented MSPC	85
Water Treatment Plant Operator I	Teamsters	71
Water Treatment Plant Operator II	Teamsters	74
Water Treatment Plant Operator III	Teamsters	80

DATE SUBMITTED 02/09/2026  
 SUBMITTED BY Human Resources  
 DATE ACTION REQUIRED 02/18/2026

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Approve and Adopt the revised job description for Organic Waste Specialist and replace the current job description.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: The City of Imperial is requesting the Council's authorization to approve and adopt the revised job description for Organic Waste Specialist and replace the current job description. This revised job description will add two job functions to enhance the scope of administrative work required for this position to better fit the needs of the department and the City.	
FISCAL IMPACT: NOT TO EXCEED Position is fully budgeted for FY 25-26. There is no fiscal impact as the salary remains at the same range.	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Recommendation to approve and adopt the revised job description for Organic Waste Specialist and replace the current job description.	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>DM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:



## CITY OF IMPERIAL

### JOB DESCRIPTION

## ORGANIC WASTE SPECIALIST

### **SALARY: RANGE 65**

FLSA Non-Exempt – Teamsters  
Department: Community Development

### **DEFINITION**

Under general supervision, supports the City's waste management program by performing education and outreach to commercial and multi-family residents; and performs related duties as assigned.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Community Development Director or Building Inspection and Code Enforcement Supervisor. Exercises no direct supervision over staff.

### **CLASS CHARACTERISTICS**

This journey-level classification is responsible for independently performing technical duties in support of the City's waste management program. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the typical functions of the job.*

- Encourages commercial and multi-family residents to reduce organic waste and consumption of resources in accordance with the Zero Waste lifestyle movement to minimize landfill contributions; promotes finding ways to use organic waste products to benefit the environment.
- Develops communitywide strategies to effectively manage current and future challenges and opportunities; develops recommendations and actionable plans.
- Conducts routine inspections of residential, commercial, and municipal waste bins to ensure proper separation and disposal of organic waste, educates the public on compliance standards, and issues non-compliance notices and citations, when necessary.
- Documents findings and maintains detailed records of inspections, including photographic evidence when necessary.
- Identifies entities that are out of compliance with organic waste disposal regulations; issues non-compliance notices and educational materials to violators, explaining the importance of proper waste separation and the steps required to comply; follows up on non-compliance notices to ensure corrective actions are taken.
- Issues citations and fines to repeat or egregious offenders in accordance with City regulations.

- Defines issues and focus on achieving workable solutions; generates innovative ideas to develop or improve existing systems; schedules community meetings; listens to and builds resident relationships; increases resident satisfaction; and ensures commitments are met.
- Develops and delivers presentations, activities, and events to educate, promote, and advise commercial and multi-family residents on methods to reduce, recycle, or compost organic resources to increase sustainability and minimize the reliance on new organic materials.
- Coordinates and performs administrative work in grants administration and reporting, including preparing grant applications and disseminating funding opportunities; ensures achievement of grant objectives; reviews, approves, and tracks requisition and reimbursement documents for grant-funded projects; assists in preparing grant budgets and interpreting funding agency regulations and requirements.
- Compiles, analyzes, and interprets organic waste data and long-range waste reduction efforts; develops conclusions in report form; maintains logs on resident interactions.
- Performs routine administrative, fiscal, and customer service support tasks in support of Community Development Department operations, including answering and directing phone calls, assisting the public at the front counter, processing payments, tracking fees, maintaining records, and supporting departmental reporting and workflow coordination.
- Assists in monitoring changes to environmental laws, regulations, and regulatory guidance; supports updates to departmental procedures, educational materials, and internal workflows to ensure continued compliance with evolving requirements.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Presentation, activity, and event planning and implementation.
- Principles and terminology related to organic waste reduction.
- Federal, state, and local planning and environmental laws, regulations and ordinances related to organic waste and environmental laws.
- Public speaking techniques.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

### **Ability to:**

- Plan, organize, promote, direct, and support program presentations, activities, and events.
- Serve as a technical resource concerning organic waste reduction.

- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, various business, professional, and regulatory organizations, and in meetings with individuals.
- Prepare clear and concise technical documents, reports, correspondence, and other written materials.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Education:

- Equivalent to completion of the twelfth (12th) grade.

Experience:

- One (1) year experience in the development and coordination of presentations, activities, and events.

**Licenses and Certifications:**

- Possession of a valid California Driver's License, to be maintained throughout employment.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Use of personal protective equipment (PPE) as required.

**WORKING CONDITIONS**

City employees are expected to work overtime, weekends, evenings, and holidays as required to accommodate the City's needs, in addition to responding as a Disaster Services Emergency Worker (California Government Code Section 3100-3109).

DATE SUBMITTED 2/13/26  
SUBMITTED BY CITY ATTORNEY  
DATE ACTION REQUIRED 2/18/2026

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

**IMPERIAL CITY COUNCIL  
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: DISCUSS DEMAND LETTER FROM SEBASTIAN RUCCI REGARDING ALLEGED BROWN ACT VIOLATIONS. TAKE RECOMMENDED ACTIONS FOR ADDED TRANSPARENCY.

DEPARTMENT INVOLVED: CITY ATTORNEY

BACKGROUND/SUMMARY:

On January 21, 2026, Mr. Rucci sent the City of Imperial a letter alleging that the City violated the Brown Act. See **Exhibit 1**. Under California law, the City of Imperial is afforded the opportunity to respond by February 20, 2026. Cal. Gov. Code § 54960.2.

After thorough review, the City of Imperial did not violate the Brown Act in any way. See **Exhibit 2**, Turner Declaration. Details and justification for each action raised are addressed below.

Despite the City's actions being in full compliance with the law, I recommend that this Council take action to openly discuss and ratify or newly approve all previous action taken on each disputed item. This will help avoid unnecessary litigation costs related for baseless claims or assist in obtaining attorney fees for any baseless ligation filed against the City. If Mr. Rucci finds any of these responses unsatisfactory, I formally request notification of any unresolved matters to give the City an opportunity to cure.

(1) **Data Center Workshop:** The City of Imperial has not planned or hosted any data center workshop. These allegations are completely false and merit no response.

a. **RECOMMENDED TRANSPARENT ACTION TO AVOID UNNECESSARY LITIGATION:** There is no action recommended to take as there has been no workshop.

(2) **CEQA Litigation:** The City of Imperial properly listed initiation of litigation and the safe harbor language required by the Brown Act prior to filing the CEQA Writ related to the data center. At the conclusion of this matter, I reported out "direction given to Counsel, no reportable action." As set forth in my declaration, this report is in full compliance with the Brown Act. See Turner Declaration, **Exhibit 2**, Paragraphs 3-6.

a. **RECOMMENDED TRANSPARENT ACTION TO AVOID UNNECESSARY LITIGATION:** I recommend that this Council take action to ratify and openly vote to approve all actions associated with the filing of the City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County, Superior Court Case No ECU004457.

(3) **Hiring of Outside Counsel, Alene Taber:** Pursuant to California Government Code sections 37103 and 53060 as well as local City Ordinances, the City Manager is authorized to enter into a contract with outside counsel. A copy of that executed agreement is attached as **Exhibit 3**.

a. **RECOMMENDED TRANSPARENT ACTION TO AVOID UNNECESSARY LITIGATION:** I recommend that this Council take action to ratify the actions of the City



## Exhibit 1

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### **LAW OFFICE OF SEBASTIAN RUCCI, LLC**

16400 Pacific Coast Highway, Suite 212

Huntington Beach, CA 92649

Phone: (562) 901-0199

Fax: (562) 249-6910

Email: Sebastian@RucciLaw.com

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JTucker@imperial.ca.gov

IObeso-martinez@imperial.ca.gov

RAmparano@imperial.ca.gov

KBurnworth@imperial.ca.gov

SMendoza@imperial.ca.gov

CityClerk@imperial.ca.gov

KTurner@cityofimperial.org

January 21, 2026

Dear Mayor Obeso-Martinez Mayor Obeso-Martinez and Members of the City Council:

Pursuant to Government Code § 54960.2, this letter serves as a formal demand that the City cease and desist from actions taken in violation of the Ralph M. Brown Act.

#### **MEETINGS MUST BE OPEN AND PUBLIC**

The California Constitution commands that the “people have the right of access to information concerning the conduct of the people’s business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.” (California Constitution, Art. I § 3, subd. (b)(1)). The Ralph M. Brown Act (§ 54950 *et seq.*), enacted 73 years ago, declares that,

“public agencies in this State exist to aid in the conduct of the people’s business. It is the intent of the law that their actions be taken openly and that **their deliberations be conducted openly**. [¶] The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” (Gov. Code § 54950).

To achieve this aim, the Brown Act dictates that “[a]ll meetings of the legislative body of a local agency shall be open and public” except as otherwise provided. (§ 54953, subd. (a).) “No legislative body shall take action by **secret ballot**, whether preliminary or final.” (§ 54953, subd. (d)(1).) The city council “**shall publicly report** any action taken and the vote or abstention on that action of each member present for the action.” (§ 54953, subd. (d)(2).)

“A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.” (§ 54952.2, subd. (b)(1)).

“At least 72 hours before a regular meeting,” the city “shall post an agenda that ... shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session.” (§ 54954.2, subd. (a)(1)). “No action or discussion shall be undertaken on any item not appearing on the posted agenda...” (§ 54954.2, subd. (a)(3)).

### **CLOSED SESSIONS CONCERNING PENDING LITIGATION**

“Except as expressly authorized by this chapter ... no closed session may be held by any legislative body of any local agency.” (§ 54962). The city council may seek the “advice of its legal counsel” by “**holding a closed session** to confer with, or receive advice from, its legal counsel regarding pending litigation ...” (§ 54956.9, subd. (a)).

Litigation is pending if “[b]ased on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to **initiate litigation.**” (§ 54956.9, subd. (d)(4)). “Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session...” (§ 54956.9, subd. (g)).

The Brown Act requires, that an agenda be posted at “least 72 hours before a regular meeting.” (§ 54954.2, subd. (a)(1)). The “agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session.” (§ 54954.2, subd. (a)(1)(A)). “No action or discussion shall be undertaken on any item not appearing on the posted agenda ...” (§ 54954.2, subd. (a)(3)).

“Prior to holding any closed session” the city council “shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement.” (§ 54957.7, subd. (a)).

The “agenda may describe closed sessions ... in substantial compliance with this section ... by including.” (§ 54954.5). “With respect to every item of business to be discussed in closed session pursuant to Section 54956.9: CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION ... Initiation of litigation pursuant to paragraph (4) of subd. (d) of § 54956.9: (Specify number of potential cases).” (§ 54954.5, subd. (c)).

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### PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION

The Brown Act requires that “[a]fter any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by § 54957.1 of action taken in the closed session.” (§ 54957.7, subd. (b)). The city council “**shall publicly report any action taken in closed session and the vote**” of any “[a]pproval given to its legal counsel to ... seek ... any form of litigation ... **shall be reported in open session at the public meeting during which the closed session is held.** The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that **the direction to initiate or intervene in an action has been given ...**” (§ 54957.1, subd. (a)(2)).

### CEQA LITIGATION AGAINST THE COUNTY WAS AUTHORIZED IN VIOLATION OF THE BROWN ACT

“Except as expressly authorized by this chapter ... no closed session may be held by any legislative body of any local agency.” (§ 54962). The city council may seek the “advice of its legal counsel” by “**holding a closed session** to confer with, or receive advice from, its legal counsel regarding pending litigation ...” (§ 54956.9, subd. (a)).

“Prior to holding any closed session” the city council “shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement.” (§ 54957.7, subd. (a)).

The agenda must identify the statutory authority, substantially comply with § 54954.5, and specify the number of potential cases. (§§ 54956.9, subds. (d)(4), (g); 54954.5, subd. (c).) The “agenda may describe closed sessions ... in substantial compliance with this section ...” (§ 54954.5). “With respect to every item of business to be discussed in closed session pursuant to § 54956.9: CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION ... Initiation of litigation pursuant to paragraph (4) of subd. (d) of § 54956.9: (Specify number of potential cases).” (§ 54954.5, subd. (c)).

The Brown Act requires a posted agenda at “72 hours” before the meeting and the agenda to contain a description of each item to be discussed “including items to be discussed in closed session.” (§ 54954.2, subd. (a)(1)). “In the closed session, the legislative body may consider only those matters covered in its statement.” (§ 54957.7, subd. (a)).

“Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session...” (§ 59456.9, subd. (g)). The agenda for the Imperial City Council’s regular meeting of November 19, 2025, states that a closed session will occur at 6 pm, but publicly announces the paragraph that authorizes the closed session as follows:

“CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION.  
Initiation of Litigation pursuant to California Government Code § 54956.9(c).  
Potential Cases: 1 item.”

Government Code § 54956.9(c) which is cited as the statutory authority for the closed session states: “For purposes of this section, ‘litigation’ includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.” (§ 54956.9, subd. (c)).

This section does not appear to be the right statutory authority to initiate litigation. The correct provision to initiate litigation is § 59456.9 subd. (d)(4) which states:

“litigation shall be considered pending when ... (4) Based on existing facts and circumstances, the legislative body of the local agency has **decided to initiate** or is deciding whether to **initiate litigation**.” (§ 59456.9, subd. (d)(4)).

The Brown Act provides examples of how the “agenda may describe closed sessions... by including the information provided below, irrespective of its format.” (§ 59454.5). “With respect to every item of business to be discussed in closed session pursuant to Section 54956.9: CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION ... Initiation of litigation pursuant to paragraph (4) of subd. (d) of § 54956.9: (Specify number of potential cases).” (§ 59454.5, subd. (c)).

None of the agendas for the Imperial City Council’s regular meetings prior to December 4, 2025, when the CEQA lawsuit was filed, show that the Imperial City Council would be holding a closed session under Government Code § 54956.9, subdivision (d) paragraph (4) to consider whether to initiate litigation.

The Brown Act also requires that “[a]fter any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by § 54957.1 of action taken in the closed session.” (§ 54957.7, subd. (b)).

The city council “shall publicly report any action taken in closed session and the vote” of any “approval given to its legal counsel” to “seek ... litigation” in “open session at the public meeting during which the closed session is held. The report shall identify, if known,

the adverse party or parties and the substance of the litigation ... shall specify that **the direction to initiate** or intervene in an action has been given ..." (§ 59457.1, subd. (a)(2)).

The video of the Nov. 19, 2025, meeting of the City Council provides as follows:

"Mayor James Tucker: City Attorney report on closed session?"

"City Attorney: The council met in closed session and only discussed one item on the agenda, which is conference with legal counsel, anticipated litigation, initiation of litigation pursuant to Government Code Section 54956.9(c), one item. Direction was given to council, and that concludes my report."

There was no disclosure in open session as to the vote by each member of the City Council for the action requested. Under the Brown Act, the city council "**shall publicly report** any action taken and **the vote** or abstention on that action **of each member present for the action.**" (§ 54953, subd. (d)(2).)

The city council "shall publicly report any action taken in closed session and the vote" of any "approval given to its legal counsel" to initiate litigation "shall be reported in open session." (§ 59457.1, subd. (a)(2)).

The report in open session by the City Attorney that "direction was given to council" is not the same as "**direction to initiate** or intervene in an action has been given." (§ 59457.1, subd. (a)(2)). The statement that "Direction was given to council" does not explain what direction? Was this a direction to negotiate? Was this direction to seek a tolling agreement (which is what occurred)? Was this direction to hire outside counsel and file a lawsuit against the county? The decision to file the CEQA lawsuit is a violates the Brown Act and is null and void.

### **Hiring of Outside CEQA Counsel Was Not Authorized in an Open Meeting**

On a unknown date, likely in early November 2025, the City hired attorney, Alene Taber to handle CEQA litigation about the data center, against the County. The decision to hire the attorney, Alene Taber, was a backroom deal, orchestrated by Katherine Burnworth (picture of attorney Taber with councilwoman Burnworth). It occurred in private, not in public, in violation of California's Open Meeting Law.

The decision to hire attorney Alene Taber was not done in public as legally required. There are no agenda items, no minutes of the City Council, nor any closed session records of attorney Taber's employment being discussed by the City Council. The back room decision, done in secret, violates the Brown Act and is null and void.

**REJECTION OF THE RECLAIMED WATER AGREEMENT  
WAS DECIDED OUTSIDE A PUBLIC MEETING**

The video of the February 19, 2025 city council meeting included Agenda Item to replace failed a washer at the wastewater treatment plant. City Engineer David Dale explained that the washer failed and needs to be replaced, and the wastewater plant remains a “very expensive” asset that requires protection. Councilman Amparano expressed frustration that the equipment installed in 2021 had failed. David Dale explained that the plant was designed with advanced capabilities and is ready to produce recycled water right now, requiring very little additional effort to reach that standard. The City Engineer stated: “We’ve already had a few talks with some developers interested in recycled water, it wouldn’t take much to get this plant to that level.” The market for recycled water is a strategic investment. The treatment plant is a high-value asset with revenue-generating potential (via developers), which justifies the cost of the necessary repairs.

On March 5, 2025, the City Engineer, David Dale, with knowledge of the City, agreed to provide reclaimed water, as documented in dozens of emails, under the following terms: The developer agreed to pay for all engineering studies by the City’s selected consultant; pay for all plant upgrades (\$10 million) and purchase the reclaimed water (\$3 million per year). This progressed for eight months, the developer paid the consultants’ bills, and the reclaimed water report showed waste lines from the City’s treatment center to the data center.

Eight months later, on November 26, 2025, the City secretly decided not to honor its reclaimed water agreement. The City manager stated in one text: “We are working on the reclaimed water will-serve. You indicated that you would provide us with a copy of the El Centro will-serve letter. We are also contacting El Centro.” The City Manager approached El Centro to block their reclaimed water agreement with the developer.

The reclaimed water agreement provided economic benefits to the public and a decision to breach the agreement had to be done in public, listed on an agenda and minutes of the city council. If the water agreement was breached in closed session, after each closed session, the city council must reconvene in open session and publicly report any action taken, including the vote. (§§ 54957.7, subd. (b); 54957.1, subd. (a)(2).)

There are no agenda records or minutes of the city council regarding breaching the reclaimed water agreement. This decision had significant economic and policy consequences and therefore required action by the City Council in a noticed public meeting. There are no agenda items, minutes, or public reports reflecting Council approval to breach or reject the reclaimed water agreement. Any such decision made in closed session was required to be publicly reported, including the vote. (§§ 54957.7, 54957.1.) Because no such public action occurred, the decision violates the Brown Act and is null and void.

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**DATA CENTER WORKSHOP WAS SCHEDULED  
WITHOUT COUNCIL ACTION IN AN OPEN MEETING**

On December 11, 2025, the City held a general data center workshop. The workshop was synchronized with IID's two days prior, and is a clear sign that the City and IID were coordinating the attacks on the data center under purported "transparency."

The scheduling of a workshop addressing a matter of major public policy constitutes legislative action and may not be taken informally or privately. The decision to hold a data center workshop was a secret backroom deal, most likely orchestrated with Karin Eugenio and Alex Cardenas of the IID, who held their workshop two days prior. The City joined IID to oppose the data for Z-Global's benefit.

The decision for the data center workshop is not listed on any agenda item, in any City Council minutes, or in any minutes of a closed session, as legally required. Without any public records, it is clear this was a back-room decision made in secret. Absent lawful authorization in an open meeting, the decision violates the Brown Act and is null and void.

**CITY COUNCIL'S ANTI-DATA-CENTER STATEMENTS  
WERE NOT AUTHORIZED IN PUBLIC**

The Brown Act dictates that "[a]ll meetings of the legislative body of a local agency shall be open and public." (§ 54953, subd. (a).) "No legislative body shall take action by **secret ballot**, whether preliminary or final." (§ 54953, subd. (d)(1).) On November 26, 2025, the City's Website/Facebook states:

Notice Regarding County of Imperial's Potential Approval Associated with a Large-Scale DataCenter Complex at the Southeast Corner of Aten & Clark: **The City of Imperial has recently become aware** that the County of Imperial has approved ... Because this project is unprecedented in its magnitude and use, **the City Council feels** it is critical to notify our residents of this project. **While the City Council supports** development, economic progress and job creation - it is important to empower our residents to provide feedback to the County when such large projects are built in our neighborhoods."

The Agendas and Minutes for the City of Imperial's Meetings from January 2025 to the November 19, 2025 meeting (1,285 pages) and all video's of the meetings to that date (32 hours) were reviewed for any public discussion about the "data center." Notwithstanding that multiple data center application were before the City. Not a single agenda or video's of the open public meetings prior to November 26, 2025 show that the Imperial City Council discussed the data center in open session.

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If the City discussed the data center in closed session, for example on November 19, 2025, this was a violation of the Brown Act. There is no agenda about the data center. Not any discussion from anyone, prior to November 19, 2025. The authorization to use public employees to place “notes on doors the day before Thanksgiving” is an aggressive act against the data center. After all, the purported “unprecedented” data center was of the same magnitude when applications were made to the City.

“No legislative body shall take action by **secret ballot**, whether preliminary or final.” (§ 54953, subd. (d)(1).) All action by the City Council must be publicly reported, including the vote each member present. (§ 54953, subds. (d)(2).) The multiple statements on the City’s website that the statement was by the “City Council” confirms that the statement seeking to empower residents, was undertaken in secret in violation of the Brown Act and is null and void.

When statements are attributed to the City Council, they constitute collective action and must be authorized in compliance with the Brown Act. (§ 54953.) Actions taken through undisclosed serial communications or private direction violate § 54952.2 of the Brown Act and are null and void.

#### **DISTRIBUTION OF ANTI-DATA-CENTER MATERIALS WERE NOT AUTHORIZED IN PUBLIC**

Francisco Leal, an IID employee which has hidden his connection to IID, stated in a recent article in the Imperial Valley Weekly: “It happened so quick; **the city of Imperial left notes on doors the day before Thanksgiving** [November 26, 2025]. It was overwhelming to see all the negatives you get, and it’s impossible not to worry...When there’s fear and harm, you have to step up to the plate and call out the lies of the developers ...”

A majority of the city council may not use serial communications, including electronic or social-media communications, to discuss, deliberate, or take action on matters within the body’s jurisdiction outside a properly noticed meeting. (§ 54952.2, subds. (b)(1), (b)(3)(A).)

There are no agenda records, nor any minutes of the City Council discussing the data center on, or prior, to November 26, 2025. The statement on the website that this was from the “City Council” is not from any public discussion. It is believed that this decision was orchestrated by Katherine Burnworth. It was a back-room decision, made in secret and in violation of the Brown Act, and is null and void.

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**DEMAND TO CURE AND CORRECT (Gov. Code § 54960.2)**

Pursuant to Government Code §§ 54960.1 and 54960.2, the City is hereby demanded to cure and correct the violations described above by taking the following actions:

1. Rescind and nullify any authorization to initiate CEQA litigation against the County and any related retention of outside counsel that was not lawfully approved and reported in compliance with the Brown Act;
2. Rescind and nullify any decision to reject or breach the reclaimed water agreement that was not approved in a noticed public meeting;
3. Publicly disclose and ratify or rescind, in a properly noticed open meeting, any actions taken regarding the data center workshop and City Council communications attributed to the Council;
4. Disclose all votes, directions, and actions previously taken in closed session as required by Government Code § 54957.1; and
5. Commit in writing to future compliance with all Brown Act agenda, disclosure, and reporting requirements.

The City is required to respond in writing within 30 days of receipt of this demand, stating whether it will cure and correct the challenged actions. (Gov. Code, § 54960.2, subd. (b).) Failure to timely and fully cure and correct will result in legal action without further notice, including a petition for writ of mandate, injunctive relief, declaratory relief, and recovery of attorneys' fees and costs as authorized by law.

Sincerely,



Sebastian Rucci

Exhibit 2

**DECLARATION OF KATHERINE TURNER**

I, Katherine Turner, declare as follows:

1. I am the City Attorney for the City of Imperial. During the times addressed in the January 21, 2026 letter from Sebastian Rucci, I have served in this role and advised the City of Imperial related to Brown Act matters.
2. I have personal knowledge of each matter stated herein, and if called upon to do so, I could and would competently testify to each matter set forth herein.
3. Seventy-two hours before each meeting that the data center project was discussed in closed session, the City provided notice as required by California Government Code. These notices included listing the recommended safe harbor language of: (1) anticipation of litigation, (2) initiation of litigation and (3) the active litigation - both City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County, Superior Court Case No ECU004457 and Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.
4. In my legal opinion, any announcements (other than “direction given to counsel” on each item) would “jeopardize the agency’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.” California Government Code section 54956.9.
5. In addition to statements, I received a written communication from Mr. Rucci on November 26, 2025 that he would sue the City of Imperial related to the data center. His statement was “However, we remain of the legal opinion that the City of Imperial improperly halted our project before the City, costing well over a million dollars in expenses, and we will not allow

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a public process to commence where one does not exist.” In my opinion, this is justification of a significant exposure of litigation.

6. Based on the aforesaid, each of the allegations raised in Mr. Rucci’s January 21, 2026 demand was properly agendized, discussed and reported and actions were in full compliance with the Brown Act.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: February 13, 2026



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Katherine Turner

## Exhibit 3



November 24, 2025

VIA EMAIL ONLY ([dmorita@imperial.ca.gov](mailto:dmorita@imperial.ca.gov) & [kturner@cityofimperial.org](mailto:kturner@cityofimperial.org))

Dennis Morita  
City Manager  
Katherine Turner, Esq.  
City Attorney

City of Imperial  
420 S. Imperial Avenue  
Imperial, CA 92251

RE: Engagement Letter & Fee Agreement

Dear Mr. Morita and Ms. Turner:

Thank you for the opportunity to represent the City of Imperial. This letter will confirm your engagement of Alene Taber Law, A Professional Corporation ("Firm") to provide legal services to the City regarding a proposed data center project to be located within the unincorporated County are within the City's sphere of influence.

The scope of Firm's work will be guided by your direction and may involve County of Imperial administrative proceedings and litigation. My billing rate is \$550.00 per hour. Billing rates are reviewed annually and may be adjusted with advance notice to you.

Services are invoiced monthly. Invoices contain a detailed narrative of the services rendered, the time spent, and the amount charged. I recommend that you treat the Firm's invoices as confidential documents and safeguard them appropriately. Invoices will be directed to your attention and emailed to the above email address.

Please refer to the attached Billing and Policy Summary for additional details regarding the Firm's representation, including an agreement to arbitrate disputes. The effective date of this letter agreement is the date on which our services commenced; the date of this letter on page 1 is for convenience of reference only. I encourage you to consult with other counsel or advisors of its choice regarding the terms of this representation and, by agreeing to the terms of this letter agreement, you acknowledge that you have had the opportunity to do so.

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Mr. Morita and Ms. Turner  
November 24, 2025  
Page 2

Thank you for choosing this Firm to assist you with your matter. You are a valued client, and I am committed to supporting you in reaching your goals.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Alene Taber".

Alene Taber  
President

*Attachment*

Mr. Morita and Ms. Turner  
November 24, 2025  
Page 3

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Alene Taber Law, A Professional Corporation, to represent in accordance with its terms.

*Dennis H. Morita*

Dennis Morita

On Behalf of the City of Imperial

Date: *November 25, 2025*

### **Billing and Policy Summary**

1. **Billing Practices.** The attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. This "Billing and Policy Summary" sets forth the principles underlying the Firm's fees and other charges. Please review it and let me know if you have any questions about the Firm's billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
2. **Fees.** Except as otherwise agreed with a client, the Firm bills for services on an hourly basis. Time is accounted for in tenth-of-an-hour increments, and fees calculated by applying the hourly rate. On occasion with your prior approval, the Firm may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
3. **Other Charges.** Depending on the matter, the Firm may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to the Firm in advance of the engagement. Such charges are billed to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. In some matters with your prior approval, the Firm may retain outside vendors, such as experts, consultants or other third-party vendors, to assist in your representation. The Firm may require you to pay the invoices of any such outside vendors directly, or require you to pay the Firm an additional retainer that will be held in the Firm's client trust account and used to pay any third- party vendor expenses incurred on your behalf. The Firm may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of the Firm's representation, any outstanding vendor expenses incurred on your behalf will be deducted from the vendor expenses retainer and refund the remaining balance to you.
4. **Fee Estimates.** From time to time, the Firm may be asked to provide estimates of anticipated fees. Although the Firm will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless the Firm expressly confirm so in writing.

### **Billing and Policy Summary**

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- 3. Other Charges.** Depending on the matter, the Firm may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to the Firm in advance of the engagement. Such charges are billed to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. In some matters with your prior approval, the Firm may retain outside vendors, such as experts, consultants or other third-party vendors, to assist in your representation. The Firm may require you to pay the invoices of any such outside vendors directly, or require you to pay the Firm an additional retainer that will be held in the Firm's client trust account and used to pay any third-party vendor expenses incurred on your behalf. The Firm may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of the Firm's representation, any outstanding vendor expenses incurred on your behalf will be deducted from the vendor expenses retainer and refund the remaining balance to you.
- 4. Fee Estimates.** From time to time, the Firm may be asked to provide estimates of anticipated fees. Although the Firm will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless the Firm expressly confirm so in writing.

5. **Billing Procedures.** Clients are billed on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although the Firm seeks to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Client authorizes the Firm to withdraw the funds from Client Trust Account to pay Attorneys' fees and costs. Client acknowledges that the deposit in the Client Trust Account is not an estimate of total fees and costs to be charged by Firm, but merely an advance.

6. **Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees. The Firm's invoices include instructions for paying fees and charges. Please contact me via telephone to verify wire instructions before wiring funds. Our payment options, including our wire instructions, will not change unless you receive a formal notification from the Firm.

7. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. The Firm recommends that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

8. **Conflicts Review.** The Firm has performed a computerized check of potential conflicts of interest that might have prevented the Firm from providing representation in this matter. Based on information provided by you, as well as the information available in the Firm's files, we are not aware of any conflicts of interest

at this time. If you later learn of any additional parties with an interest in this matter, you should notify the Firm immediately so that we can be certain that they create no problem with this representation. The Firm will conduct a similar search with respect to each new matter you may refer to the Firm.

9. **Identity of Client.** The Firm's engagement is with the City of Imperial. Unless otherwise agreed to in writing, the Firm does not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. The Firm does not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

10. **Cooperation.** To perform our services effectively, the Firm requires the support of each client. The Firm will keep you informed of the status of your matter, and will consult with you regarding our representation as appropriate. The Firm will provide copies of significant correspondence and documents to you during the course of our representation. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in the Firm's withdrawal as legal counsel.

11. **No Warranty of Result.** We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

12. **Return and Disposition of Files.** After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of one year after the matter is closed. At the end of the one-year period, we will have no further obligation to retain the files.

13. **Dispute Resolution.** While we certainly do not anticipate a dispute between us, in the event we are unable to mutually resolve a dispute between us, we both agree that we will submit any such dispute, as soon as practicable, to final and binding arbitration in Los Angeles or Orange County, California, before a single neutral arbitrator who is a retired judge or justice. This agreement to arbitrate includes any and all disputes between us which arise out of or relate in any way to this Agreement, our relationship, the services performed by us, or the attorney fees

and costs charged. Each party shall bear its own costs, expenses, attorney's fees and an equal share of the arbitrators' and administrative fees.

Before agreeing to arbitrate disputes as set forth above, you should consider how arbitration differs from having a dispute resolved in a court of law. For example, by agreeing to arbitrate any and all disputes between us, you will be giving up your legal right to have such disputes heard and determined by a judge or jury in a courtroom open to the public. Unlike public court proceedings, arbitration proceedings are conducted privately and the outcome in most instances remains confidential. You will be responsible, in part, to share the costs of the arbitration proceeding, including payments to the arbitrator. Discovery in arbitration may be more limited than permitted in a court of law, including limitations on the number of depositions, and more limited discovery of third parties. A judicial forum generally does not permit reasonable attorney fees to be imposed against a non-prevailing client in a non-frivolous malpractice action, whereas an arbitral forum may permit an award that imposes costs of the arbitration, expenses and reasonable attorney fees against the non-prevailing party. The right to appeal an arbitrator's decision or have it reviewed is limited; in most instances, the arbitrator's decision will be final and all parties will be bound by it, although there may be very limited circumstances under which the arbitrator's decision can be appealed or reviewed. If an arbitration award is confirmed by a trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

We both agree that the arbitrator, not any federal or state court judge, will have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.

If you have any questions about the significance of your decision to arbitrate, we encourage you to raise them with an attorney who is independent of this law firm before you sign this engagement agreement.

**14. Mandatory Fee Arbitration.** Notwithstanding Section 13 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed

under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 13 above.

**15. Termination.** Clients may terminate our legal services at any time effective upon delivery of written notice to the Firm. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination. Whether you terminate our legal services or we withdraw from the representation as allowed by the Rules of Professional Conduct, you agree to pay all fees and costs incurred for our work up to the date of our termination or withdrawal.

Unless you terminate our services or we withdraw as provided in the preceding paragraph, our representation of you will be deemed concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, you agree that our attorney-client relationship with you will have been terminated if we have performed no work on your behalf for twelve consecutive months. Your obligation to pay our fees and charges will survive the conclusion of our representation.

**16. Consent to Use of Technology.** During the course of our work together, we may exchange emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, the Firm uses a cloud computing service with servers located in a facility other than the Firm's office. Most of Firm's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

Consistent with our ethical obligations, we may also use artificial intelligence ("AI") technology to better represent your interests. We will be in touch with you if we believe our proposed use of AI technology, or our use of a particular AI tool, requires additional discussion or disclosures.

17. **Miscellaneous.** From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Our agreement will be governed by California law.

18. **Entire Agreement; Notice.** This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.

19. **Professional Liability Insurance Disclosure.** Pursuant to California Rule of Professional Conduct 1.4.2.(a), I am informing you in writing that I have professional liability insurance.

20. **No Tax Advice.** Firm has not been retained to provide Client with any tax advice concerning any of the services to be provided. Any documents prepared by the Firm may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

# The City of Imperial Environmental Justice Element Development



**Wednesday, February 18**  
**7:00 pm**





**Matthew Gelbman**  
Senior Urban Planner



**Hanna Stelmakhovych**  
Program Manager



# WHAT IS ENVIRONMENTAL JUSTICE?

The fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins with respect to environmental laws, regulations, and policies.

Gov. Code 65040.12

# THE ENVIRONMENTAL JUSTICE (EJ) ELEMENT

**Senate Bill 1000** (Leyva, 2016) requires that both cities and counties that have disadvantaged communities incorporate EJ policies into their general plans.

An EJ Element is a plan that will identify underserved neighborhoods in Imperial and set **policies and programs** to address inequalities caused by environmental burdens.

The EJ Element will focus on **improving** overall **community health** through broad, citywide policies that focus on health, equity, and removing barriers to healthy living.

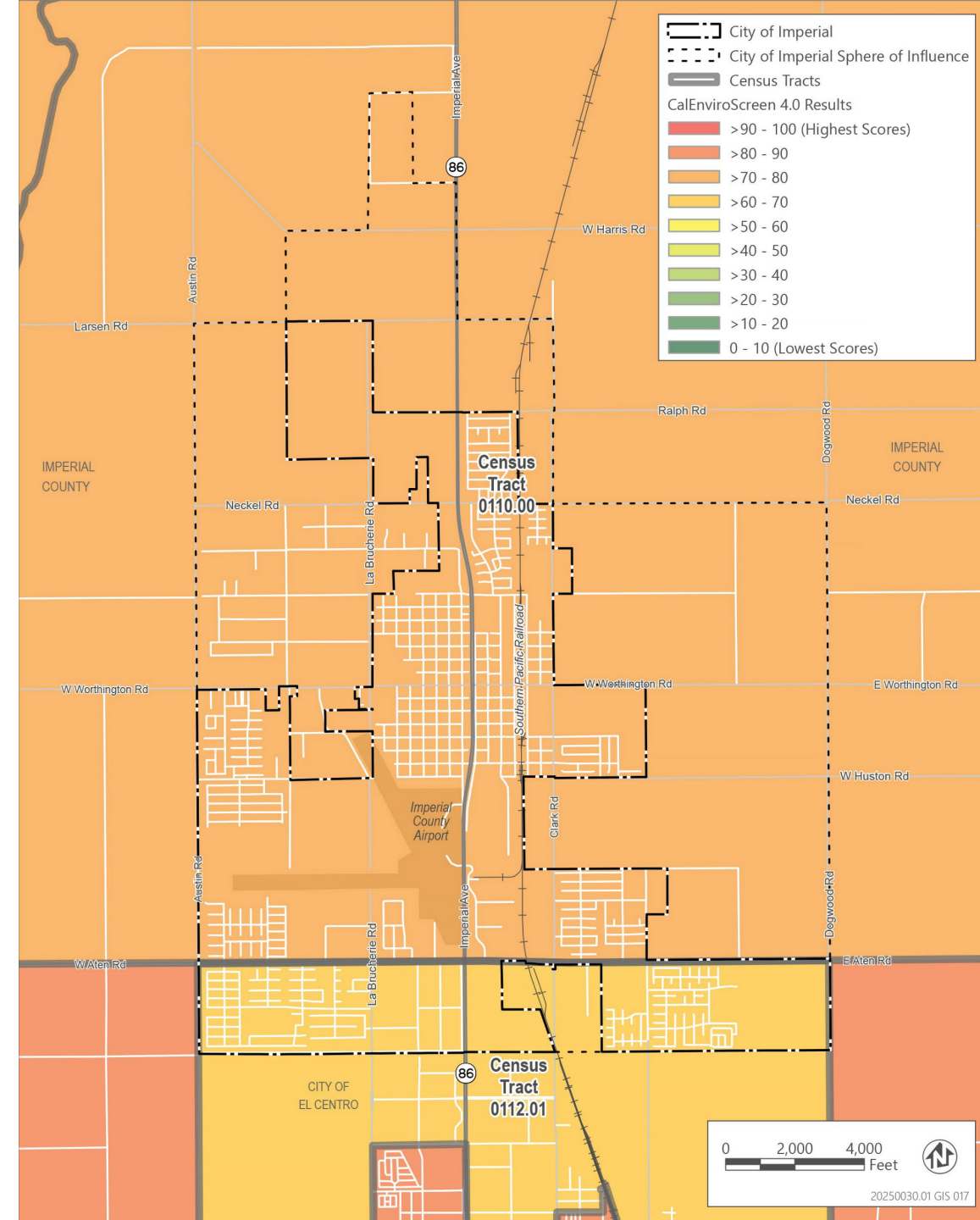


# DISADVANTAGED COMMUNITIES DEFINED

- Areas identified by CalEPA (via CalEnviroScreen).
- Low-income areas disproportionately affected by environmental pollution and health hazards.

**The Environmental Justice Existing Conditions Report** for the City of Imperial (November 2025) was prepared to analyze environmental justice issues and data in the City of Imperial.

<https://www.cityofimperial.org/EJ>



# EJ POLICY REQUIREMENTS

- **Reduce Pollution Exposure and Health Risks:** Policies to reduce exposure to pollution, improve air quality, and reduce unique or compounded environmental health risks in disadvantaged communities.
- **Promote Public Facilities:** Ensure access to public improvements, services, food access, safe homes, and physical activity opportunities.
- **Civic Engagement:** Policies to promote meaningful participation in public decision-making processes.
- **Prioritize Improvements:** Programs and projects that address the needs of disadvantaged communities.

# EJ DEVELOPMENT: PROCESS & TIMELINE

EJ ELEMENT DEVELOPMENT	PUBLIC ENGAGEMENT
EJ Existing Conditions Research & Report	Outreach materials, webpage, committee recruitment
	Survey #1, first monthly advisory committee meeting
Outline & Policy Framework	Interviews, tabling/workshops
Draft EJ Element	Survey #2, follow-up interviews, tabling/workshops, public comment
Final EJ Element	Public comment, last advisory committee meeting



**ANY  
QUESTIONS?**

THANK YOU



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LOCAL GOVERNMENT<sup>SM</sup>  
*Promoting Good Government at the Local Level*

