

AGENDA
CITY COUNCIL
And
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
JANUARY 15, 2020
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM

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

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

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:00 PM

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

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Section 54956.9(a))

Case No. 5989759919

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9

One Case (No. 18-2)

A-3. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION. (Section 54956.9 (c))

One Case

A-4. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT (54954.5 (e))

TITLE: Interim City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. SPECIAL PRESENTATIONS:

D-1. Presentation to be made by members of Imperial High School FFA.

E. CONSENT AGENDA:

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

E-1. Approval of claims/warrants report.

E-2. Approval of Treasurers' Report for the months of October 2019 and November 2019.

E-3. Approval of minutes for Regular & Special meetings of October 2, 2019 and Regular & Special Meetings of November 6, 2019.

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

F-1. SUBJECT: DISCUSSION/ACTION: SAVANNA RANCH RETENTION BASIN FENCE PROJECT.

1. ACCEPT PROJECT AS COMPLETED BY AB FENCE COMPANY.
2. AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION

F-2. SUBJECT: DISCUSSION/ACTION: ATEN BOULEVARD & "P" STREET (CLARK ROAD) INTERSECTION IMPROVEMENTS.

1. AUTHORIZATION TO SUBMIT APPLICATION TO LAFCO FOR ANNEXATION OF A SEGMENT OF CLARK ROAD TO THE CITY.
2. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS.

F-3. SUBJECT: DISCUSSION/ACTION: ON-CALL ENVIRONMENTAL CONSULTING SERVICES.

1. AWARD CONTRACT TO EGI CONSULTING.
2. AWARD CONTRACT TO WEBB CONSULTING
3. AWARD CONTRACT TO RECON CONSULTING
4. AWARD CONTRACT TO RINCON CONSULTING

F-4. SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION.

1. ADOPTION OF RESOLUTION NO.2020-01, AUTHORIZING THE JOINT APPLICATION BETWEEN CRP AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT COMPANY TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM OF THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY.

F-5. SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA INFILL INFRASTRUCTURE GRANT PROGRAM APPLICATION.

1. ADOPTION OF RESOLUTION NO. 2020-02, AUTHORIZING THE JOINT APPLICATION BETWEEN EAH HOUSING TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY THROUGH INFILL INFRASTRUCTURE GRANT FUNDS.

F-6. SUBJECT: DISCUSSION/ACTION: STATUS OF EMERGENCY OF THE SANDALWOOD GLEN LIFT STATION.

1. CONTINUE OR SUSPEND EMERGENCY AS NECESSARY FOR THE REPAIRS TO THE LIFT STATION.

F-7. SUBJECT: DISCUSSION/ACTION: CENSUS 2020.

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND COUNTY OF IMPERIAL FOR SERVICES TO ADMINISTER CENSUS 2020 GRANT FUNDS.

F-8. SUBJECT: DISCUSSION/ACTION: MEDICAL CANNABIS.

1. DISCUSS AND PROVIDE DIRECTION TO CITY STAFF REGARDING ORDINANCE NO. 795 RELATING TO MEDICAL CANNABIS IN THE CITY OF IMPERIAL.

G. SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY

G-1, SUBJECT: DISCUSSION/ACTION: RECOGNIZED OBLIGATION PAYMENTS SCHEDULE (ROPS)

1. REVIEW AND APPROVE THE ROPS FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021 FOR SUBMITTAL TO THE STATE OF CALIFORNIA DEPARTMENT OF FINANCE.

H. REPORTS:

- H-1. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.**
H-2. SUBJECT: INTERIM CITY MANAGER REPORT.
H-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, FEBRUARY 5, 2020 AT 7:00 P.M.

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

MINUTES
CITY COUNCIL
CITY OF IMPERIAL
OCTOBER 2, 2019

CITY ATTORNEY MORITA announced that an item needing action arose subsequent to the posting of the agenda. Added as item A-4 for Closed Session.

Motion by PECHTL, second by DALE to add the item to the agenda.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

A. CITY COUNCIL CONVEND IN CLOSED SESSION AT 6:00 PM

A-1. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)

Agency Negotiator: City Manager

Employee Organization: Management, Supervisory, Professional, Confidential, and Police Captain.

**A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)**

City of Imperial vs. Delinquent CFD property owners (CFD 2004-3 Bratton)

A-3. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54954.5(e))

Title: City Manager

**A-4. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO
LITIGATION**

1 CASE

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL CONVENED IN OPEN SESSION

**COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, TUCKER, AND
AMPARANO**

**OTHER OFFICIALS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN,
PUBLIC SERVICES DIRECTOR LOPER, POLICE CHIEF**

**BARRA, COMMUNITY SERVICES DIRECTOR HALLER,
IT DIRECTOR ESTRADA, FINANCE MANAGER
GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR
MORA, CITY CLERK JACKSON, PIO CHALUPNIK, AND
BATTALION CHIEF STAUF.**

MAYOR AMPARANO called the meeting to order at 7:05 P.M. and the Pledge of Allegiance was led by Othon Mora, Community Development Director.

ADJUSTMENTS TO THE AGENDA:

Staff requested that item E-3 approval of minutes be tabled to a future agenda and to discuss item F-18 from the special agenda before item F-17.

Motion by PECHTL, second by TUCKER, second to approve adjustments as requested.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney MORITA announced that no reportable action was taken.

C. PUBLIC APPEARANCES:

C-1. Non agenda items: None

C-2. Agenda items: Susan Paradis, Imperial Chamber of Commerce requested to be able to address Council during discussion of Item F-1.

D. SPECIAL PRESENTATION:

D-1. **SUBJECT: PRESENTATION – PROCLAMATION DESIGNATING OCTOBER 6-12, 2019 AS “FIRE PREVENTION WEEK”.**

MAYOR AMPARANO read the proclamation and presented it Battalion Chief Stauf.

E. CONSENT AGENDA:

E-1. Approval of claims/warrants report.

E-2. Approval of Treasurers' Reports for the month of July 2019.

E-3. Approval of minutes for Regular meetings of August 7, 2019 and September 4, 2019 and Special workshop of September 4, 2019.

E-4. Approval of Community Facilities District (CFD) Disbursement Request as request by Victoria Ranch (CFD 2004-1). Payment Request No. 11-2019.

E-5. Approval of Community Facilities District (CFD) Disbursement Request as requested by Victoria Ranch (CFD 2004-1). Payment Request No. 12-2019.

Motion by PECHTL, second by DALE to approve items E-1, E-2, E-4 and E-5.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F. ACTION ITEMS:

F-1. SUBJECT: IMPERIAL CHAMBER OF COMMERCE TO HOLD SPECIAL EVENT ON CITY STREETS.

1. AUTHORIZATION OF IMPERIAL CHAMBER OF COMMERCE TO HOLD "CHRISTMAS IN A SMALL TOWN" EVENT ON CITY STREETS ON DECEMBER 7, 2019 FROM 9AM UNTIL 4PM.
2. AUTHORIZATION OF STREET CLOSURES AFFECTING IMPERIAL AVENUE FROM 6TH STREET THROUGH 9TH STREET AND BARIONI BOULEVARD FROM "H" STREET THROUGH IMPERIAL AVENUE ON DECEMBER 7TH 2019 FROM 6AM TO 5PM.
3. AUTHORIZATION OF BEER SALES AND CONSUMPTION DURING "CHRISTMAS IN A SMALL TOWN" EVENT ON CITY STREETS ON DECEMBER 7TH 2019 FROM 9 AM UNTIL 4PM.
4. AUTHORIZATION TO PROVIDE CITY RESOURCES REQUESTED BY THE IMPERIAL CHAMBER OF COMMERCE TO HOLD THE "CHRISTMAS IN A SMALL TOWN" ON CITY STREETS ON DECEMBER 7, 2019 FROM 9AM UNTIL 4PM.

Those present on behalf of the Chamber of Commerce are Susan Paradis and board members Mark Gran, Michelle Hollinger and Laura Goodsell.

Motion by PECHTL, second by TUCKER to approve the application for Christmas in a Small Town to take place on the 7th during the hours submitted; that the city will provide the Chamber in advance estimates of any personnel costs or material costs that are related to supporting that event from the outside; that we do deny the request that the city pay for in its entirety that we pay for those in-kind or in cash; that we deny that city personnel be required to check in with the Chamber and again that we provide estimates upfront.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-2. SUBJECT: FAITH ASSEMBLY, FAITH ACADEMY, AND IT'S A SMALL WORLD PRESCHOOL'S HARVEST FESTIVAL AND TRUNK OR TREAT EVENT.

1. AUTHORIZATION OF STREET CLOSURE FOR FAITH ASSEMBLY, FAITH ACADEMY, AND IT'S A SMALL WORLD PRESCHOOL TO HOST THEIR ANNUAL HARVEST FESTIVAL AND TRUNK OR TREAT ON OCTOBER 24, 2019.

Motion by DALE, second by PECHTL to authorize the closure of the street for the event.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-3. SUBJECT: MONTERREY PARK UNIT 4B FINAL MAP.

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MONTERREY PARK UNIT 4B.

Motion by PECHTL, second by TUCKER to approve Final Map and Subdivision Agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

2. AUTHORIZE CITY CLERK TO RECORD FINAL MAP AND RELATED DOCUMENTS.

Motion by TUCKER, second by PECHTL to authorize City Clerk to record Final Map and documents.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-4. SUBJECT: RUSSELL COURT UNIT 2 FINAL MAP.

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR RUSSELL COURT UNIT 2.

Motion by PECHTL, second by DALE to approve the Final Map and Subdivision Agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

2. AUTHORIZE CITY CLERK TO RECORD FINAL MAP AND RELATED DOCUMENTS.

Motion by TUCKER, second by PECHTL to authorize City Clerk to record Final Map and documents.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-5. SUBJECT: REFUNDING OF THE LOCAL TRANSPORTATION AUTHORITY (LTA) SALES TAX REVENUE BONDS (MEASURE D SALES TAX).

1. ADOPT RESOLUTION No. 2019-48, APPROVING A PLEDGE AGREEMENT AND THE ISSUANCE OF REFUNDING BONDS AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO.

Motion by PECHTL, second by DALE, to adopt Resolution No. 2019-48.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-6. SUBJECT: REQUEST BY CARLOS BELTRAN TO UTILIZE SEWER SEPTIC TANK SYSTEMS WITHIN THE CITY LIMITS.

1. APPROVE OR DENY THE INSTALLATION OF SEWER SEPTIC TANK SYSTEMS WITH THE CITY LIMITS FOR APN: 064-300-018.

Motion by PECHTL, second by DALE to deny the request for installation of sewer septic tank systems within the city limits.

AYES: DALE, EUGENIO, PECHTL, AND AMPARANO

NOES: TUCKER

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 4-1

F-7. SUBJECT: CITY HALL SEWER LINE

1. CONTINUE OR SUSPEND EMERGENCY AS NECESSARY FOR THE REPAIRS/REPLACEMENT TO THE SEWER LINES AT CITY HALL.

Motion by PECHTL, second by DALE to continue the emergency.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

COUNCIL MEMBER DALE STEPPED OUT OF THE COUNCIL CHAMBERS.

F-8. SUBJECT: CONSTRUCTION OF STORM DRAIN SYSTEM AND ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG 11TH STREET FROM NORTH "D" STREET TO OLD SR-86 (BID NO. 2019-05).

1. REJECT ALL BIDS RECEIVED.

Motion by PECHTL, second by TUCKER to reject all bids received.

AYES: EUGENIO, PECHTL, TUCKER,, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: DALE

MOTION CARRIED 4-0

2. AUTHORIZATION TO REBID THE PROJECT.

Motion by TUCKER, second by PECHTL to authorize the rebidding of the project.

AYES: EUGENIO, PECHTL, TUCKER, AND AMPRANO

NOES: NONE

ABSTAIN: NONE

ABSENT: DALE

MOTION CARRIED 4-0

DALE RETURNED TO DAIS.

F-9. SUBJECT: ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO VALLARTA AVENUE FROM FONZIE AVENUE TO ROSARITO DRIVE (BID NO. 2019-007)

1. AWARD BID TO AGGREGATE PRODUCTS, INC. IN THE AMOUNT OF \$234,292.50.

Motion by; DALE, second by PECHTL to award bid to Aggregate Products, Inc.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-10. SUBJECT: MAINTENANCE OF EQUIPMENT – VACTOR TRUCK - PUBLIC SERVICES DEPARTMENT.

1. APPROVE QUOTE FROM HAAKER EQUIPMENT COMPANY IN THE AMOUNT OF \$52,370.79 FOR VACTOR RDB BOOM UPGRADE.

Motion by PECHTL, second by DALE to accept quote from Haaker Equipment Company.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-11. SUBJECT: PREPARATION OF RECORD OF SURVEY OF SOUTH COLONIA DEVELOPMENT TRACT B, DAVIS SUBDIVISION (RFP NO. 2019-07)

1. AWARD CONTRACT TO DYNAMIC CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$20,625.00.

Motion by PECHTL, second by TUCKER to award the contract to Dynamic Consulting Engineers, Inc.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-12. SUBJECT: STATE OF CALIFORNIA SB 2 PLANNING GRANTS PROGRAM APPLICATION.

1. ADOPTION OF RESOLUTION NO. 2019-49, AUTHORIZING THE APPLICATION TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY THROUGH SB 2 PLANNING GRANT FUNDS.

Motion by PECHTL, second by EUGENIO to approve Resolution No. 2019-49.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-13. SUBJECT: RANGE RECLASSIFICATIONS WITHIN MSPC COLLECTIVE BARGAINING UNIT

1. APPROVAL OF RANGE RECLASSIFICATION FOR POLICE CAPTAIN FROM RANGE 96 TO 98 ON MSPC SALARY SCHEDULE;

Motion by PECHTL, second by TUCKER to approve the range reclassification for Police Captain.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

2. APPROVAL OF RANGE RECLASSIFICATION FOR FINANCE DIRECTOR FROM RANGE 98 TO 101 ON MSPC SALARY SCHEDULE.

Motion by DALE, second by PECHTL to approve the range reclassification Finance Director.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-14. SUBJECT: COMMISSION ON CALIFORNIA-MEXICO AFFAIRS.

1. SUPPORT SB 558 TO ESTABLISH A COMMISSION ON CALIFORNIA-MEXICO AFFAIRS.

Motion by PECHTL second by DALE to table the item and request that Senator Hueso be present at future meeting.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-15. SUBJECT: RESOLUTIONS TO BE PRESENTED FOR CONSIDERATION BY THE MEMBERSHIP AT THE LEAGUE OF CALIFORNIA CITIES CONFERENCE.

1. TAKE NECESSARY ACTION/GIVE DIRECTION TO VOTING DELEGATE REGARDING THE CITY'S POSITION ON THE PROPOSED 2019 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS.

Direction given to voting delegate Eugenio to oppose resolution calling on amending Rule 20A and support resolution addressing international pollution flows into southern regions of California.

F-16. SUBJECT: REGULAR CITY COUNCIL MEETING OF \OCTOBER 16, 2019.

1. CANCEL OR POSTPONE MEETING AS NECESSARY DUE TO THE LACK OF A QUORUM.

Motion by PECHTL second by DALE to cancel the meeting.

AYES: DALE, EUGENIO, PECHTL, TUCKER AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-17. SUBJECT: DISCUSSION: CITY AND PUBLIC SAFETY FACILITIES.

1. DISCUSSION REGARDING NEW ADMINISTRATIVE AND PUBLIC SAFETY FACILITIES FOR THE CITY OF IMPERIAL.

ANALYST CHALUPNIK provided a power-point highlighting current city facilities, projected growth, and financing options to construct new facilities. No action or direction given at this time.

G. REPORTS:

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

EUGENIO would like to see some type of "Welcome to City of Imperial" signage installed and requested that we look into an ordinance regarding building/development aesthetics for projects located along high visibility thoroughfares within the city

AMPARANO reported on participating in the "Walk to School" event and the "Coffee with a Cop" event.

G-2. SUBJECT: CITY MANAGER REPORT

None.

G-3. SUBJECT: DEPARTMENT REPORTS.

HALLER announced that sponsorships in the amount of \$26,000.00 has been received so for our Market Day events.

LOPER reported on 3rd quarter TTHM test results.

CITY COUNCIL MEETING ADJOURNED AT 9:38 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, OCTOBER 16, 2019 AT 7:00 P.M.

Check Register Report

ITEM E-1

Date: 01/09/2020

Time: 5:13 pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
90875	12/20/2019	Void	12/20/2019				0.00
90876	12/20/2019	Void	12/20/2019				0.00
90877	12/20/2019	Printed		001	ATS LABS, INC.		3,953.00
90878	12/20/2019	Printed		735	ACADEMI AWARDS & TROPHIES		638.68
90879	12/20/2019	Printed		1642	ACME SAFETY & SUPPLY CORP		10,907.63
90880	12/20/2019	Printed		1021	AGGREGATE PRODUCTS , INC.		214,030.25
90881	12/20/2019	Printed		2357	ALL VALLEY FENCE		1,308.34
90882	12/20/2019	Printed		6181	ALLIANT CONSULTING, INC		3,225.00
90883	12/20/2019	Printed		5956	AMAZON CAPITAL SERVICES		1,326.56
90884	12/20/2019	Printed		6306	AMERICAN FIDELITY ASSURANCE		6,093.04
90885	12/20/2019	Printed		5287	ANDREA STIFF-RIOS		20.00
90886	12/20/2019	Printed		5287	ANDREA STIFF-RIOS		14.00
90887	12/20/2019	Printed		6872	ANTHONY GASTELUM		165.38
90888	12/20/2019	Printed		656	AQUA METRIC		28,045.84
90889	12/20/2019	Printed		2081	ARAMARK UNIFORM SERVICE		2,843.34
90890	12/20/2019	Printed		1066	AT&T		1,831.72
90891	12/20/2019	Printed		1851	AT&T LONG DISTANCE		880.56
90892	12/20/2019	Printed		5994	AUTOZONE INC.		46.31
90893	12/20/2019	Printed		4400	BABCOCK LABORATORIES, INC.		2,127.00
90894	12/20/2019	Printed		5522	BARTLE WELLS ASSOCIATES		2,887.69
90895	12/20/2019	Printed		6370	BIG STATE INDUSTRIAL SUPPLY		1,869.52
90896	12/20/2019	Printed		109	BJ ENGINEERING & SURVEYING		15,587.50
90897	12/20/2019	Printed		674	BRENNTAG		10,807.97
90898	12/20/2019	Printed		6871	BRICKHOUSE DELI		437.46
90899	12/20/2019	Printed		3341	BROADCAST MUSIC INC.		358.00
90900	12/20/2019	Printed		6286	BURKE, WILLIAMS & SORENSEN, LL		11,446.00
90901	12/20/2019	Printed		5809	CA DEPARTMENT OF JUSTICE		66.00
90902	12/20/2019	Printed		3029	CLAIREMONT EQUIPMENT		144.16
90903	12/20/2019	Printed		6222	CODE EXXPERTS, LLC		1,138.36
90904	12/20/2019	Printed		514	CORE & MAIN LP		8,120.22
90905	12/20/2019	Printed		132	COSTCO WHOLESALE		173.08
90906	12/20/2019	Void	12/20/2019				0.00
90907	12/20/2019	Void	12/20/2019				0.00
90908	12/20/2019	Printed		6857	COUNTY MOTOR PARTS CO, INC		2,828.34
90909	12/20/2019	Printed		6880	DAVID TRUEBA		107.01
90910	12/20/2019	Printed		1970	DC FROST ASSOCIATES, INC		35,980.67
90911	12/20/2019	Printed		1623	DENNIS H. MORITAAPC		28,781.25
90912	12/20/2019	Printed		1573	DEPARTMENT OF JUSTICE		32.00
90913	12/20/2019	Printed		2815	DEVELOPMENT MANAGEMENT GROUP		8,000.00
90914	12/20/2019	Printed		517	DYNAMIC CONSULTING ENGINEERS		3,600.00
90915	12/20/2019	Printed		6878	EDGAR MORENO		134.72
90916	12/20/2019	Printed		6426	EFR ENVIRONMENTAL		850.00
90917	12/20/2019	Printed		5417	ELISA GALLEGOS		200.00
90918	12/20/2019	Printed		2191	EMBER HALLER		107.46
90919	12/20/2019	Printed		1307	EXECUTIVE LANDSCAPE INC		27,775.00
90920	12/20/2019	Printed		6881	FIDENCIO GUZMAN		92.00
90921	12/20/2019	Printed		5134	FORENSIC DRUG TESTING SERVICES		352.75
90922	12/20/2019	Printed		5664	GREAT WESTERN RECREATION		181.23
90923	12/20/2019	Printed		896	GROSSMAN PSYCHOLOGICAL		325.00
90924	12/20/2019	Printed		117	HAAKER EQUIPMENT COMPANY		2,077.42
90925	12/20/2019	Printed		264	HINDERLITER, DE LLAMAS &		3,162.16

Check Register Report

Date: 01/09/2020

Time: 5:13 pm

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
90926	12/20/2019	Printed		2096	HOME DEPOT CREDIT SERVICES		445.58
90927	12/20/2019	Printed		1485	HOWES, WEILER & ASSOCIATES		5,513.45
90928	12/20/2019	Printed		2041	ICMA		787.90
90929	12/20/2019	Printed		469	IIMC		170.00
90930	12/20/2019	Printed		4271	IMPERIAL COUNTY HUMANE SOCIETY		380.00
90931	12/20/2019	Printed		213	IMPERIAL HIGH SCHOOL		35.00
90932	12/20/2019	Printed		4264	IMPERIAL IRRIGATION DISTRICT		7,920.00
90933	12/20/2019	Printed		221	IMPERIAL PRINTERS		159.16
90934	12/20/2019	Void	12/20/2019				0.00
90935	12/20/2019	Printed		122	IMPERIAL STORES		409.86
90936	12/20/2019	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		260.96
90937	12/20/2019	Printed		2099	IMPERIAL VALLEY OCCUPATIONAL M		290.00
90938	12/20/2019	Printed		1555	IMPERIAL VALLEY PRESS		393.76
90939	12/20/2019	Printed		6876	ISELA VALDEZ		132.74
90940	12/20/2019	Printed		1195	IVROPT		25.00
90941	12/20/2019	Printed		191	JACKIE LOPER		250.00
90942	12/20/2019	Printed		1587	JADE SECURITY SYSTEMS, INC.		119.98
90943	12/20/2019	Printed		6046	JNE POLYGRAPH		325.00
90944	12/20/2019	Printed		6873	JOSEPH CASTRO		92.00
90945	12/20/2019	Printed		868	K-C WELDING & RENTALS, INC.		250.00
90946	12/20/2019	Printed		5776	KAESER COMPRESSORS, INC		10,555.57
90947	12/20/2019	Printed		035	KISCO SALES, INC.		99.13
90948	12/20/2019	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		1,123.11
90949	12/20/2019	Printed		5230	LABOR COMPLIANCE CONSULTANTS		1,800.00
90950	12/20/2019	Printed		6596	LC ENGINEERING CONSULTANTS INC		6,325.00
90951	12/20/2019	Printed		1996	LEE TIRE CO.		89.95
90952	12/20/2019	Printed		6784	LEGION CONSULTING		500.00
90953	12/20/2019	Printed		6875	LOS VIGILANTES		600.00
90954	12/20/2019	Printed		401	LOWE'S		1,053.65
90955	12/20/2019	Printed		260	MALLORY SAFETY AND SUPPLY LLC		255.91
90956	12/20/2019	Printed		6879	MARIA BELLO		74.87
90957	12/20/2019	Printed		6877	MARISSA HUEREQUE		155.58
90958	12/20/2019	Printed		3998	NAPA		311.76
90959	12/20/2019	Printed		2295	NEW BORDER TACTICAL, INC		126.02
90960	12/20/2019	Printed		079	ONE SOURCE DISTRIBUTORS		196.72
90961	12/20/2019	Printed		3308	PREMIER PRODUCE CO.		6.00
90962	12/20/2019	Printed		2782	PRINCIPAL-SBD GRAND ISLAND		4,700.44
90963	12/20/2019	Printed		133	RAIN FOR RENT		25.70
90964	12/20/2019	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		1,612.22
90965	12/20/2019	Printed		6882	RUTH OCZKOWSKI		358.44
90966	12/20/2019	Printed		957	SC FUELS		1,680.66
90967	12/20/2019	Printed		979	SELLERS PETROLEUM		8,040.64
90968	12/20/2019	Printed		1367	SHRED-IT		67.00
90969	12/20/2019	Printed		5922	SILVIA ROACHO		89.75
90970	12/20/2019	Printed		3262	SIMNSA HEALTH PLAN		12,215.86
90971	12/20/2019	Printed		6874	SPECIALIZED PIPE TECHNOLOGIES		37,635.00
90972	12/20/2019	Printed		091	STAPLES CREDIT PLAN		258.51

Check Register Report

Date: 01/09/2020

Time: 5:13pm

Page: 3

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
90973	12/20/2019	Printed		6193	STRADLING YOCCA		565.00
90974	12/20/2019	Printed		068	CARLSON&RAUTH,		
90975	12/20/2019	Printed		6858	SUNBELT RENTALS, INC.		1,075.33
					THE BUBBLE ROLLERS & EMERALD		30.00
90976	12/20/2019	Printed		024	THE HOLT GROUP, INC.		1,815.00
90977	12/20/2019	Printed		4136	THE RENTAL SHOP		315.00
90978	12/20/2019	Printed		4533	TINA MICHELLE PACE		280.00
90979	12/20/2019	Void	12/20/2019				0.00
90980	12/20/2019	Void	12/20/2019				0.00
90981	12/20/2019	Void	12/20/2019				0.00
90982	12/20/2019	Void	12/20/2019				0.00
90983	12/20/2019	Void	12/20/2019				0.00
90984	12/20/2019	Void	12/20/2019				0.00
90985	12/20/2019	Printed		5837	U.S. BANK		17,166.18
90986	12/20/2019	Printed		275	UNDERGROUND SERVICE ALERT OF		94.23
90987	12/20/2019	Printed		863	UNIVERSITY OF SOUTHERN CA		120.00
90988	12/20/2019	Printed		1100	USA BLUEBOOK		221.65
90989	12/20/2019	Void	12/20/2019				0.00
90990	12/20/2019	Printed		615	VALLEY PEST SERVICES, INC		1,197.00
90991	12/20/2019	Printed		5639	WAGEWORKS, INC		50.00
90992	12/20/2019	Printed		1715	WAXIE SANITARY SUPPLY		337.64
90993	12/20/2019	Printed		355	WYMORE, INC.		485.35
90994	12/20/2019	Printed		487	XPRESS LUBE		307.15
90995	12/20/2019	Printed		250	BLUE SHIELD OF CALIFORNIA		30,950.03

Total Checks: 121

Checks Total (excluding void checks):

608,007.06

Total Payments: 121

Bank Total (excluding void checks):

608,007.06

Total Payments: 121

Grand Total (excluding void checks):

608,007.06

**MINUTES
FOR A SPECIAL MEETING OF THE
CITY COUNCIL
CITY OF IMPERIAL
OCTOBER 2, 2019**

A. CITY COUNCIL CONVENED IN OPEN SESSION AT 5:30 P.M.

COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, AND AMPARANO

COUNCIL MEMBERS ABSENT: TUCKER

**OTHERS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN,
POLICE CHIEF BARRA, AND CITY CLERK JACKSON**

PLEDGE OF ALLEGIANCE was led by CHIEF BARRA.

B. PUBLIC APPEARANCES:

None

C. SPECIAL PRESENTATION:

**C-1. SUBJECT: INTRODUCTION, OATH OF OFFICE, AND PINNING OF BADGE FOR
NEW IMPERIAL POLICE OFFICER CUAUHEMOC KEMP.**

Chief BARRA introduced officer Kemp to the Council followed by Sgt. SHEFFIELD presenting a brief bio on Mr. Kemp.

Mr. Kemp introduced his family and friends along with Pastor Nunn who offered a prayer of blessing for Cuauhtemoc.

City Clerk Jackson administered the Oath of Office after which family members pinned the badge on his uniform.

SPECIAL CITY COUNCIL MEETING ADJOURNED AT 5:46 PM

**MINUTES FOR A
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF IMPERIAL
OCTOBER 2, 2019**

THIS SPECIAL MEETING RAN CONCURRENT WITH THE REGULAR MEETING

F. NEW BUSINESS:

**F-18. SUBJECT: IMPERIAL POLICE DEPARTMENT ANNUAL KINDER TOUR ON
THURSDAY, OCTOBER 17, 2019.**

- 1. AUTHORIZATION TO CLOSE IMPERIAL AVENUE FROM 4TH STREET TO 5TH
STREET ON OCTOBER 17, 2019 FROM 6:30 AM – 12:00 PM.**

Motion by TUCKER, seconded by PECHTL to authorize the closure of Imperial Avenue as requested.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

ADJOURNED SPECIAL CITY COUNCIL MEETING.

MINUTES
CITY COUNCIL
CITY OF IMPERIAL
OCTOBER 2, 2019

CITY ATTORNEY MORITA announced that an item needing action arose subsequent to the posting of the agenda. Added as item A-4 for Closed Session.

Motion by PECHTL, second by DALE to add the item to the agenda.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE MOTION CARRIED 5-0

A. CITY COUNCIL CONVEND IN CLOSED SESSION AT 6:00 PM

A-1. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)

Agency Negotiator: City Manager

Employee Organization: Management, Supervisory, Professional, Confidential, and
Police Captain.

**A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)**

City of Imperial vs. Delinquent CFD property owners (CFD 2004-3 Bratton)

A-3. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54954.5(e))

Title: City Manager

**A-4. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO
LITIGATION**

1 CASE

CITY COUNCIL ADJOURNED CLOSED SESSION

B. CITY COUNCIL CONVENED IN OPEN SESSION

**COUNCIL MEMBERS PRESENT: DALE, EUGENIO, PECHTL, TUCKER, AND
AMPARANO**

**OTHER OFFICIALS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN,
PUBLIC SERVICES DIRECTOR LOPER, POLICE CHIEF**

**BARRA, COMMUNITY SERVICES DIRECTOR HALLER,
IT DIRECTOR ESTRADA, FINANCE MANAGER
GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR
MORA, CITY CLERK JACKSON, PIO CHALUPNIK, AND
BATTALION CHIEF STAUF.**

MAYOR AMPARANO called the meeting to order at 7:05 P.M. and the Pledge of Allegiance was led by Othon Mora, Community Development Director.

ADJUSTMENTS TO THE AGENDA:

Staff requested that item E-3 approval of minutes be tabled to a future agenda and to discuss item F-18 from the special agenda before item F-17.

Motion by PECHTL, second by TUCKER, second to approve adjustments as requested.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney MORITA announced that no reportable action was taken.

C. PUBLIC APPEARANCES:

C-1. Non agenda items: None

C-2. Agenda items: Susan Paradis, Imperial Chamber of Commerce requested to be able to address Council during discussion of Item F-1.

D. SPECIAL PRESENTATION:

D-1. **SUBJECT: PRESENTATION – PROCLAMATION DESIGNATING OCTOBER 6-12, 2019 AS “FIRE PREVENTION WEEK”.**

MAYOR AMPARANO read the proclamation and presented it Battalion Chief Stauf.

E. CONSENT AGENDA:

E-1. Approval of claims/warrants report.

E-2. Approval of Treasurers' Reports for the month of July 2019.

E-3. Approval of minutes for Regular meetings of August 7, 2019 and September 4, 2019 and Special workshop of September 4, 2019.

E-4. Approval of Community Facilities District (CFD) Disbursement Request as request by Victoria Ranch (CFD 2004-1). Payment Request No. 11-2019.

E-5. Approval of Community Facilities District (CFD) Disbursement Request as requested by Victoria Ranch (CFD 2004-1). Payment Request No. 12-2019.

Motion by PECHTL, second by DALE to approve items E-1, E-2, E-4 and E-5.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F. ACTION ITEMS:

F-1. SUBJECT: IMPERIAL CHAMBER OF COMMERCE TO HOLD SPECIAL EVENT ON CITY STREETS.

1. AUTHORIZATION OF IMPERIAL CHAMBER OF COMMERCE TO HOLD "CHRISTMAS IN A SMALL TOWN" EVENT ON CITY STREETS ON DECEMBER 7, 2019 FROM 9AM UNTIL 4PM.
2. AUTHORIZATION OF STREET CLOSURES AFFECTING IMPERIAL AVENUE FROM 6TH STREET THROUGH 9TH STREET AND BARIONI BOULEVARD FROM "H" STREET THROUGH IMPERIAL AVENUE ON DECEMBER 7TH 2019 FROM 6AM TO 5PM.
3. AUTHORIZATION OF BEER SALES AND CONSUMPTION DURING "CHRISTMAS IN A SMALL TOWN" EVENT ON CITY STREETS ON DECEMBER 7TH 2019 FROM 9 AM UNTIL 4PM.
4. AUTHORIZATION TO PROVIDE CITY RESOURCES REQUESTED BY THE IMPERIAL CHAMBER OF COMMERCE TO HOLD THE "CHRISTMAS IN A SMALL TOWN" ON CITY STREETS ON DECEMBER 7, 2019 FROM 9AM UNTIL 4PM.

Those present on behalf of the Chamber of Commerce are Susan Paradis and board members Mark Gran, Michelle Hollinger and Laura Goodsell.

Motion by PECHTL, second by TUCKER to approve the application for Christmas in a Small Town to take place on the 7th during the hours submitted; that the city will provide the Chamber in advance estimates of any personnel costs or material costs that are related to supporting that event from the outside; that we do deny the request that the city pay for in its entirety that we pay for those in-kind or in cash; that we deny that city personnel be required to check in with the Chamber and again that we provide estimates upfront.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-2. SUBJECT: FAITH ASSEMBLY, FAITH ACADEMY, AND IT'S A SMALL WORLD PRESCHOOL'S HARVEST FESTIVAL AND TRUNK OR TREAT EVENT.

1. AUTHORIZATION OF STREET CLOSURE FOR FAITH ASSEMBLY, FAITH ACADEMY, AND IT'S A SMALL WORLD PRESCHOOL TO HOST THEIR ANNUAL HARVEST FESTIVAL AND TRUNK OR TREAT ON OCTOBER 24, 2019.

Motion by DALE, second by PECHTL to authorize the closure of the street for the event.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-3. SUBJECT: MONTERREY PARK UNIT 4B FINAL MAP.

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MONTERREY PARK UNIT 4B.

Motion by PECHTL, second by TUCKER to approve Final Map and Subdivision Agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

2. AUTHORIZE CITY CLERK TO RECORD FINAL MAP AND RELATED DOCUMENTS.

Motion by TUCKER, second by PECHTL to authorize City Clerk to record Final Map and documents.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-4. SUBJECT: RUSSELL COURT UNIT 2 FINAL MAP.

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR RUSSELL COURT UNIT 2.

Motion by PECHTL, second by DALE to approve the Final Map and Subdivision Agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

2. AUTHORIZE CITY CLERK TO RECORD FINAL MAP AND RELATED DOCUMENTS.

Motion by TUCKER, second by PECHTL to authorize City Clerk to record Final Map and documents.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-5. SUBJECT: REFUNDING OF THE LOCAL TRANSPORTATION AUTHORITY (LTA) SALES TAX REVENUE BONDS (MEASURE D SALES TAX).

1. ADOPT RESOLUTION No. 2019-48, APPROVING A PLEDGE AGREEMENT AND THE ISSUANCE OF REFUNDING BONDS AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO.

Motion by PECHTL, second by DALE, to adopt Resolution No. 2019-48.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED 5-0

F-6. SUBJECT: REQUEST BY CARLOS BELTRAN TO UTILIZE SEWER SEPTIC TANK SYSTEMS WITHIN THE CITY LIMITS.

1. APPROVE OR DENY THE INSTALLATION OF SEWER SEPTIC TANK SYSTEMS WITH THE CITY LIMITS FOR APN: 064-300-018.

Motion by PECHTL, second by DALE to deny the request for installation of sewer septic tank systems within the city limits.

AYES: DALE, EUGENIO, PECHTL, AND AMPARANO

NOES: TUCKER

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 4-1

F-7. SUBJECT: CITY HALL SEWER LINE

1. CONTINUE OR SUSPEND EMERGENCY AS NECESSARY FOR THE REPAIRS/REPLACEMENT TO THE SEWER LINES AT CITY HALL.

Motion by PECHTL, second by DALE to continue the emergency.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

COUNCIL MEMBER DALE STEPPED OUT OF THE COUNCIL CHAMBERS.

F-8. SUBJECT: CONSTRUCTION OF STORM DRAIN SYSTEM AND ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG 11TH STREET FROM NORTH "D" STREET TO OLD SR-86 (BID NO. 2019-05).

1. REJECT ALL BIDS RECEIVED.

Motion by PECHTL, second by TUCKER to reject all bids received.

AYES: EUGENIO, PECHTL, TUCKER,, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: DALE

MOTION CARRIED 4-0

2. AUTHORIZATION TO REBID THE PROJECT.

Motion by TUCKER, second by PECHTL to authorize the rebidding of the project.

AYES: EUGENIO, PECHTL, TUCKER, AND AMPRANO

NOES: NONE

ABSTAIN: NONE

ABSENT: DALE

MOTION CARRIED 4-0

DALE RETURNED TO DAIS.

F-9. SUBJECT: ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG PUERTO VALLARTA AVENUE FROM FONZIE AVENUE TO ROSARITO DRIVE (BID NO. 2019-007)

1. AWARD BID TO AGGREGATE PRODUCTS, INC. IN THE AMOUNT OF \$234,292.50.

Motion by; DALE, second by PECHTL to award bid to Aggregate Products, Inc.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-10. SUBJECT: MAINTENANCE OF EQUIPMENT – VACTOR TRUCK - PUBLIC SERVICES DEPARTMENT.

1. APPROVE QUOTE FROM HAAKER EQUIPMENT COMPANY IN THE AMOUNT OF \$52,370.79 FOR VACTOR RDB BOOM UPGRADE.

Motion by PECHTL, second by DALE to accept quote from Haaker Equipment Company.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-11. SUBJECT: PREPARATION OF RECORD OF SURVEY OF SOUTH COLONIA DEVELOPMENT TRACT B, DAVIS SUBDIVISION (RFP NO. 2019-07)

1. AWARD CONTRACT TO DYNAMIC CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$20,625.00.

Motion by PECHTL, second by TUCKER to award the contract to Dynamic Consulting Engineers, Inc.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-12. SUBJECT: STATE OF CALIFORNIA SB 2 PLANNING GRANTS PROGRAM APPLICATION.

1. ADOPTION OF RESOLUTION NO. 2019-49, AUTHORIZING THE APPLICATION TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY THROUGH SB 2 PLANNING GRANT FUNDS.

Motion by PECHTL, second by EUGENIO to approve Resolution No. 2019-49.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-13. SUBJECT: RANGE RECLASSIFICATIONS WITHIN MSPC COLLECTIVE BARGAINING UNIT

1. APPROVAL OF RANGE RECLASSIFICATION FOR POLICE CAPTAIN FROM RANGE 96 TO 98 ON MSPC SALARY SCHEDULE;

Motion by PECHTL, second by TUCKER to approve the range reclassification for Police Captain.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

2. APPROVAL OF RANGE RECLASSIFICATION FOR FINANCE DIRECTOR FROM RANGE 98 TO 101 ON MSPC SALARY SCHEDULE.

Motion by DALE, second by PECHTL to approve the range reclassification Finance Director.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-14. SUBJECT: COMMISSION ON CALIFORNIA-MEXICO AFFAIRS.

1. SUPPORT SB 558 TO ESTABLISH A COMMISSION ON CALIFORNIA-MEXICO AFFAIRS.

Motion by PECHTL second by DALE to table the item and request that Senator Hueso be present at future meeting.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-15. SUBJECT: RESOLUTIONS TO BE PRESENTED FOR CONSIDERATION BY THE MEMBERSHIP AT THE LEAGUE OF CALIFORNIA CITIES CONFERENCE.

1. TAKE NECESSARY ACTION/GIVE DIRECTION TO VOTING DELEGATE REGARDING THE CITY'S POSITION ON THE PROPOSED 2019 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS.

Direction given to voting delegate Eugenio to oppose resolution calling on amending Rule 20A and support resolution addressing international pollution flows into southern regions of California.

F-16. SUBJECT: REGULAR CITY COUNCIL MEETING OF \OCTOBER 16, 2019.

1. CANCEL OR POSTPONE MEETING AS NECESSARY DUE TO THE LACK OF A QUORUM.

Motion by PECHTL second by DALE to cancel the meeting.

AYES: DALE, EUGENIO, PECHTL, TUCKER AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

F-17. SUBJECT: DISCUSSION: CITY AND PUBLIC SAFETY FACILITIES.

1. DISCUSSION REGARDING NEW ADMINISTRATIVE AND PUBLIC SAFETY FACILITIES FOR THE CITY OF IMPERIAL.

ANALYST CHALUPNIK provided a power-point highlighting current city facilities, projected growth, and financing options to construct new facilities. No action or direction given at this time.

G. REPORTS:

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

EUGENIO would like to see some type of "Welcome to City of Imperial" signage installed and requested that we look into an ordinance regarding building/development aesthetics for projects located along high visibility thoroughfares within the city

AMPARANO reported on participating in the "Walk to School" event and the "Coffee with a Cop" event.

G-2. SUBJECT: CITY MANAGER REPORT

None.

G-3. SUBJECT: DEPARTMENT REPORTS.

HALLER announced that sponsorships in the amount of \$26,000.00 has been received so for our Market Day events.

LOPER reported on 3rd quarter TTHM test results.

CITY COUNCIL MEETING ADJOURNED AT 9:38 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, OCTOBER 16, 2019 AT 7:00 P.M.

DATE SUBMITTED 01/08/20
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 01/15/20

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

[Handwritten signature]

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: SAVANNA RANCH RETENTION BASIN FENCE CONSTRUCTION 1. ACCEPT PROJECT AS COMPLETED; 2. APPROVAL TO FILE NOTICE OF COMPLETION.	
DEPARTMENT INVOLVED: PARKS & RECREATION	
BACKGROUND/SUMMARY: On November 6, 2019, City Council accepted the bid in the amount of \$17,652.50 from AB Fence Company for the construction of a fence at the Savanna Ranch Retention Basin. On December 19, 2019, the project was deemed complete. Please reference the attached Invoice and Letter of Completion submitted by AB Fence Company. Actual project cost was \$15,702.50.	
FISCAL IMPACT: \$15,702.50 CFD	FINANCE INITIALS <u><i>DD</i></u>
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the project completion and filing of the Notice of Completion.	DEPT. INITIALS <u><i>[Signature]</i></u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u><i>ab</i></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:
REJECTED () DEFERRED ()	

AB Fence Company

1440 BEAUMONT AVE STE A2 #324

Beaumont, CA 92223

844-707-0007

WWW.ABFENCECOMPANY.COM

**INVOICE****BILL TO**

CITY OF IMPERIAL

420 SOUTH IMPERIAL AVE.

IMPERIAL, CA 92251

INVOICE # 1997**DATE** 12/20/2019**DUE DATE** 12/20/2019**TERMS** Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
SAVANNA RANCH RETENTION BASIN FENCE CONSTRUCTION	1	1,000.00	1,000.00
- MOBILIZATION, BONDS, GENERAL LIABILITY INSURANCE, WORKMAN'S COMPENSATION INSURANCE, VEHICLE INSURANCE, TAXES, PERMITS, AND MISCELLANEOUS FEES.			
- 72" COMMERCIAL GRADE BROWN PRIVACY CHAIN LINK FENCE AS PER APPENDIX D-PLAN SPECIFICATION/DRAWING CHL-01	400	30.00	12,000.00
- CITY OF IMPERIAL BUSINESS LICENSING	1	100.00	100.00
- TEMPORARY CONSTRUCTION FENCING	1	300.00	300.00
- 15% CONTINGENCY	1	2,302.50	2,302.50

Subtotal: 15,702.50

SAVANNA RANCH RETENTION BASIN FENCE CONSTRUCTION

BALANCE DUE

\$15,702.50Make all checks payable to
AB Fence Company, Inc.



1440 BEAUMONT AVE. STE. A2 #324 BEAUMONT, CA 92223
OFFICE:(844)707-0007 FAX:(909)453-3254
LIC # 995035 C-13

12/20/2019

Attn. City of Imperial

Tony Lopez
Park Superintendent
City Of Imperial Community Services

Re: Savanna Ranch Retention Basin Fence construction

This is a letter confirming that AB Fence company, Inc. Started this project on Wednesday, December 18, 2019. and completed on Thursday, December 19, 2019. If you any further questions, please feel free to contact me at any time.

Sincerely,

Mari Bedolla-Quinonez

(844)707-0007

Thank you.

DATE SUBMITTED

01/08/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

12/18/2019

COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()

ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS ()

B

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

ATEN BLVD. AND P STREET (CLARK RD) INTERSECTION IMPROVEMENTS

1. AUTHORIZATION TO SUBMIT APPLICATION TO LAFCO FOR ANNEXATION OF A SEGMENT OF CLARK RD TO THE CITY.
2. AUTHORIZATION TO SEEK BIDS FOR THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial has secured funds through LTA Measure 'D', the principal funding source to make the majority of road repairs for local cities and the County, for the road improvements at Aten Boulevard & P Street (Clark Rd) intersection. Besides improving rideability across the intersection, the project includes new right-turn lanes along the eastbound of Aten Blvd. and the northbound of Clark Rd. to improve safety, increase mobility and offer additional route options for our community.

The improvement plans are being completed with a 95% progress.

In order to accommodate said right-turn lane along the northbound of Clark Rd. we are proposing the annexation of a segment of approximately 215' of Clark Road. See Exhibit "A" attached herewith.

Meetings with County and LAFCO representatives have been held to discuss the project. Both agencies have expressed satisfactory comments and want to cooperate to make this project happen. In addition, potential cost savings for construction are anticipated as County has express willingness to pay for the improvements completed with said 215' of Clark Road as part of the agreement.

FISCAL IMPACT:

1. LAFCO Fees for Annexation Process – \$5,000 Deposit
2. Construction of Road Improvements - \$375,000 from LTA Measure "D" funds

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

1. Authorization to Annex a segment of Clark Rd.
2. Authorization to seek bids for Construction.

DEPT. INITIALS *DM*

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS *DTM*

MOTION:

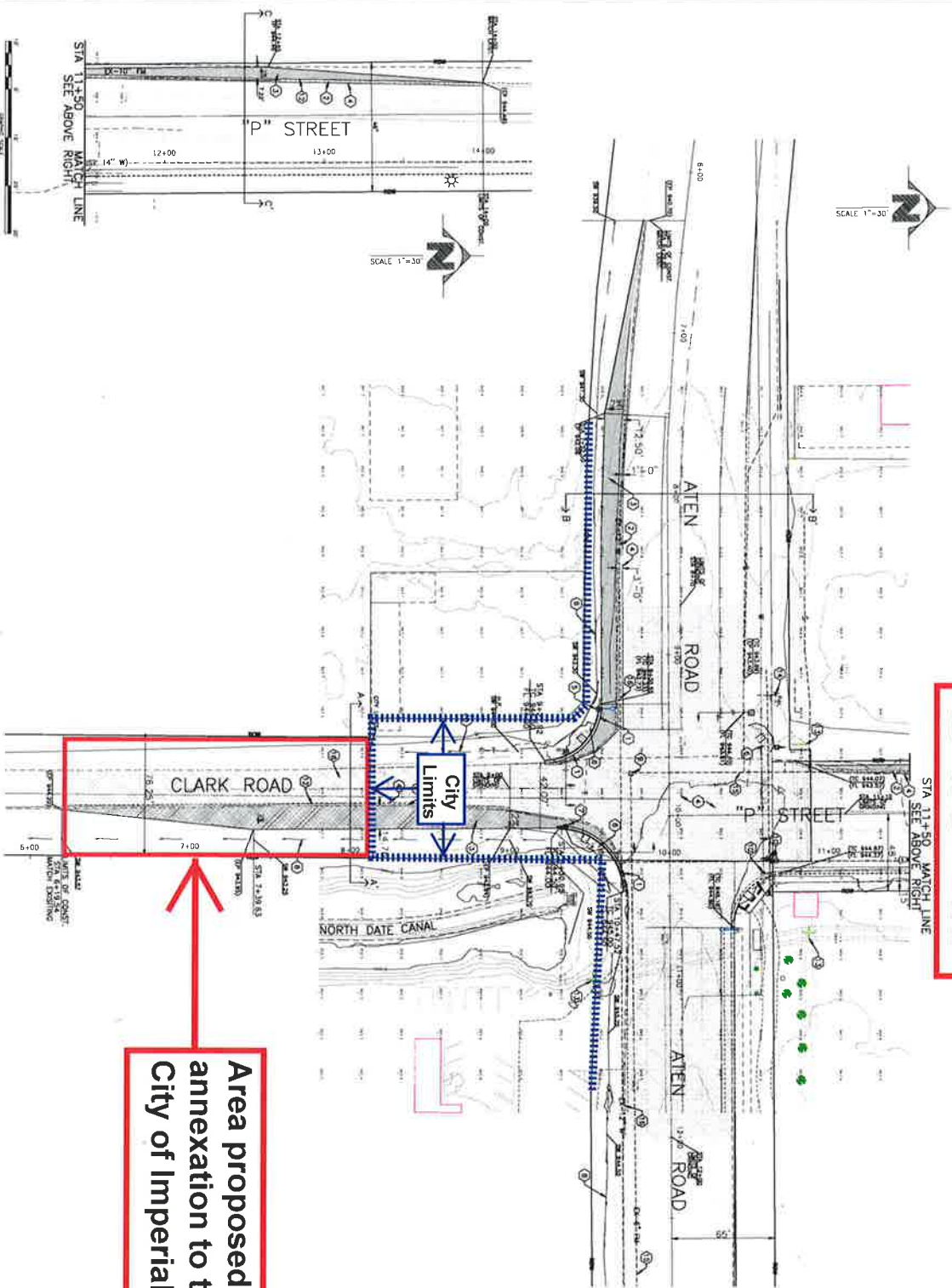
SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()

REJECTED ()
DEFERRED ()

REFERRED TO:

Exhibit "A"



- [illegible]

UNDERGROUND SERVICES ALTERNATIVE QAL: TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG			
DATE: _____ TIME: _____ LOCATION: _____ CITY: _____		APPROVED BY ACTING CITY ENGINEER _____ CITY OF IMPERIAL, CA	
BR: _____ DATE: _____ R.C.E. NO.: _____		ENGINEER OF RECORD _____ PLANS PROVIDED UNDER THE SUPERVISION OF CARLOS COMALAS DATE: _____ R.C.E. NO.: 54152	
DATE: OCTOBER 16, 2011 BY: BENJAMIN, SEE SHEET NO. 1 62% SIGHTLY			
CITY OF IMPERIAL IMPROVEMENT PLANS 2020 OVERLAY IMPROVEMENTS PROJECT AT THE INTERSECTION OF 40th STREET & 5th STREET 408 NO.		LC ENGINEERING CONSULTANTS INC. 4045 Dale Street El Centro, CA 92526 951-755-1111 951-755-1112 951-755-1113 951-755-1114 951-755-1115 951-755-1116 951-755-1117 951-755-1118 951-755-1119 951-755-1120 951-755-1121 951-755-1122 951-755-1123 951-755-1124 951-755-1125 951-755-1126 951-755-1127 951-755-1128 951-755-1129 951-755-1130 951-755-1131 951-755-1132 951-755-1133 951-755-1134 951-755-1135 951-755-1136 951-755-1137 951-755-1138 951-755-1139 951-755-1140 951-755-1141 951-755-1142 951-755-1143 951-755-1144 951-755-1145 951-755-1146 951-755-1147 951-755-1148 951-755-1149 951-755-1150 951-755-1151 951-755-1152 951-755-1153 951-755-1154 951-755-1155 951-755-1156 951-755-1157 951-755-1158 951-755-1159 951-755-1160 951-755-1161 951-755-1162 951-755-1163 951-755-1164 951-755-1165 951-755-1166 951-755-1167 951-755-1168 951-755-1169 951-755-1170 951-755-1171 951-755-1172 951-755-1173 951-755-1174 951-755-1175 951-755-1176 951-755-1177 951-755-1178 951-755-1179 951-755-1180 951-755-1181 951-755-1182 951-755-1183 951-755-1184 951-755-1185 951-755-1186 951-755-1187 951-755-1188 951-755-1189 951-755-1190 951-755-1191 951-755-1192 951-755-1193 951-755-1194 951-755-1195 951-755-1196 951-755-1197 951-755-1198 951-755-1199 951-755-1200 951-755-1201 951-755-1202 951-755-1203 951-755-1204 951-755-1205 951-755-1206 951-755-1207 951-755-1208 951-755-1209 951-755-1210 951-755-1211 951-755-1212 951-755-1213 951-755-1214 951-755-1215 951-755-1216 951-755-1217 951-755-1218 951-755-1219 951-755-1220 951-755-1221 951-755-1222 951-755-1223 951-755-1224 951-755-1225 951-755-1226 951-755-1227 951-755-1228 951-755-1229 951-755-1230 951-755-1231 951-755-1232 951-755-1233 951-755-1234 951-755-1235 951-755-1236 951-755-1237 951-755-1238 951-755-1239 951-755-1240 951-755-1241 951-755-1242 951-755-1243 951-755-1244 951-755-1245 951-755-1246 951-755-1247 951-755-1248 951-755-1249 951-755-1250 951-755-1251 951-755-1252 951-755-1253 951-755-1254 951-755-1255 951-755-1256 951-755-1257 951-755-1258 951-755-1259 951-755-1260 951-755-1261 951-755-1262 951-755-1263 951-755-1264 951-755-1265 951-755-1266 951-755-1267 951-755-1268 951-755-1269 951-755-1270 951-755-1271 951-755-1272 951-755-1273 951-755-1274 951-755-1275 951-755-1276 951-755-1277 951-755-1278 951-755-1279 951-755-1280 951-755-1281 951-755-1282 951-755-1283 951-755-1284 951-755-1285 951-755-1286 951-755-1287 951-755-1288 951-755-1289 951-755-1290 951-755-1291 951-755-1292 951-755-1293 951-755-1294 951-755-1295 951-755-1296 951-755-1297 951-755-1298 951-755-1299 951-755-1300 951-755-1301 951-755-1302 951-755-1303 951-755-1304 951-755-1305 951-755-1306 951-755-1307 951-755-1308 951-755-1309 951-755-1310 951-755-1311 951-755-1312 951-755-1313 951-755-1314 951-755-1315 951-755-1316 951-755-1317 951-755-1318 951-755-1319 951-755-1320 	

Agenda Item No. F- 3

DATE SUBMITTED

1/8/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/15/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS AB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ON-CALL ENVIRONMENTAL CONSULTING SERVICES

1. Award Contract to EGI Consulting, Webb Consulting, Recon Consulting, and Rincon Consulting.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Staff released an RFP for On-Call Environmental Services. The RFP was sent to known consultants and advertised on the City's website. Ten (10) proposals were received. The City of Imperial requests to have an On-call Environmental Consultant to review environmental documents submitted by private development or for the preparation of environmental documents for City projects. The costs associated with review of environmental documents by private development will be paid by the applicants as part of the application fees. The On-Call Environmental Consultant will provide environmental consulting services for one or more proposed projects including, but not limited to, general plan amendments, rezones, plot plans, tentative subdivision maps, conditional use permits, transportation plans and specific plans.

All proposals received have a vast knowledge of environmental consulting services; however, the following four (4) consulting proposals seem to be the most advantageous to the city(Please see "Attachment A"):

1. EGI Consulting
2. Webb Consulting
3. Recon Consulting
4. Rincon Consulting

FISCAL IMPACT: The applicant responsible for the proposed project will be responsible for the fees incurred by the consultant for the specific project.

ADMIN
SERVICES
SIGN
INITIALS

VS

STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Resolution 2020-_____

DEPT.
INITIALS

DM

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REJECTED ()

DEFERRED ()

REFERRED

TO:

Attachment A: Scoring Summary Table



Community Development Department

On-Call Environmental Services Scoring Summary Table	
Project Title:	On-Call Environmental Services
RFP No.:	2019-10
Date:	December 4, 2019

Company	Total	Proposal Cost
First Carbon	252	N/A: All Consultants have a Cost of Service Scale-Hourly Rates.
EGI	268	
Recon	258	
Altum	253	
Meridians	197	
Rincon	258	
LC Engineering	160	
Webb	267	
Holt Group	230	
Chambers	229	

DATE SUBMITTED

1/8/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

1/15/2020

COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION (X)

ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS (X)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION

1. ADOPTION OF RESOLUTION NO. 2020-01 AUTHORIZING THE JOINT APPLICATION BETWEEN CRP AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT COMPANY TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM OF THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Notice of Funding Availability through The California Department of Housing and Community Development (is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200. The Developers of the Worthington Road Apartments are applying for funding for their proposed 114 Unit Apartment Complex located at the corner of Worthington and Nance Road in the City of Imperial, more specifically Assessor Parcel Number: 064-013-003(See Exhibit A). If HOME funds are awarded to the City, they will be used for the financing of the Worthington Road Apartment Project.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

VS

STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Resolution 2020-01

DEPT.
INITIALS

DM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REFERRED

TO:

REJECTED ()

DEFERRED ()

RESOLUTION NO. 2020- 01

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF IMPERIAL AUTHORIZING THE APPLICATION FOR, AND RECEIPT OF,
THE SUBMISSION OF THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM
APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT FOR FUNDING IN THE AMOUNT OF
\$4,000,000.00; AND IF AWARDED, THE EXECUTION OF A STANDARD AGREEMENT,
ANY AMENDMENTS THERTO, AND OTHER RELATED DOCUMENTS NECESSARY TO
PARTICIPATE AND COMPLY WITH IN THE HOME INVESTMENT PARTNERSHIPS
PROGRAM.**

WHEREAS,

- A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On 10/31/2019, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").
- C. In response to the October 2019 HOME NOFA, City of Imperial a Municipal Corporation, wishes to apply to the Department for, and receive an allocation of, HOME funds.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES
HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

- 1. In response to the October 2019 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed four million Dollars (\$4,000,000.00) for the following activities and/or programs: Affordable Housing to be located in the City of Imperial-Worthington and Nance Roads.
- 2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The applicant authorizes Othon Mora or his/her designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED on January 15, 2020, by the City Council of the City of Imperial; of the County of Imperial by the following vote:

AYES:

NOES:

ABSENT:

The undersigned _____ [title of officer] of the applicant does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing board of the applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed.

_____ Darrell Pechtl, Mayor

_____ City Executive

ATTEST: APPROVED AS TO FORM:

_____ City Attorney

_____ City Clerk

01/08/2020



This map may **represent** a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.

Agenda Item No. F-5

DATE SUBMITTED 1/8/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 1/15/2020

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA INFILL INFRASTRUCTURE GRANT PROGRAM APPLICATION 1. ADOPTION OF RESOLUTION NO. 2020- <u>02</u> AUTHORIZING THE JOINT APPLICATION BETWEEN EAH HOUSING TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY THROUGH INFILL INFRASTRUCTURE GRANT FUNDS.	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: Notice of Funding Availability through Infill Infrastructure Planning grant funds is being offered by the State of California's Department of Housing and Community Development. The IIG is grant assistance, available as gap funding to infrastructure improvements required for specific residential or mixed-use infill development. The City will be partnering with EAH Housing for the application of this grant which is intended to fund City infrastructure needs related to the Imperial Senior Apartment Project. Capital Improvement Project must be an integral part of, or necessary for the development of either a Qualifying Infill Project or housing designated within a Qualifying Infill Area. Eligible costs include the construction, rehabilitation, demolition, relocation, preservation, and acquisition of infrastructure. The Imperial Senior Apartment Project is proposed to be a 69 unit apartment complex for senior citizens within the City of Imperial. The proposed project is located at North Imperial between 10 th and 11 th Street (See Exhibit A).	
FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS <u>VS</u>
STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Resolution 2020- <u>02</u>	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>AB</u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVE () D REFERRED TO:	
REJECTED () DEFERRED ()	

RESOLUTION NO. 2020- 02

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF IMPERIAL AUTHORIZING
APPLICATION FOR, AND RECEIPT OF,
INFILL INFRASTRUCTURE GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (the "Department") has issued a Notice of Funding Availability under its Infill Infrastructure Grant Program ("IIG Program") issued on **October 30, 2019** ("NOFA") and established under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established under Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53545.12. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the IIG Program Guidelines; and

WHEREAS, EAH Inc., a California nonprofit corporation in partnership with the **City of Imperial** (Applicant) desire to apply for IIG Program funds and submit the Application Package released by the Department for the IIG Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE **CITY OF IMPERIAL** DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. Applicant is hereby authorized and directed to apply for and submit to the Department the IIG Program Application as detailed in the NOFA in a total amount not to exceed **\$1,000,000** (the "IIG Grant") for development of eligible infrastructure activities in the manner presented in the application as approved by HCD and in accordance with IIG Program Guidelines; If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed **\$1,000,000**, and any and all other documents required or deemed necessary or appropriate to secure the IIG Grant from the Department, and all amendments thereto (collectively, the "IIG Documents").

SECTION 2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible infrastructure work in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

SECTION 3. In partnership with the EAH Inc. , the City Manager, Dennis Morita, and his designee – Othon Mora, Community Development Director, are authorized to execute in the name of Applicant the IIG Program Application Package and the IIG Program Documents as required by the Department for participation in the IIG Program.

PASSED AND ADOPTED on January 15, 2020, by the City Council of the City of Imperial; of the County of Imperial by the following vote:

AYES:

NOES:

ABSENT:

_____ Darrell Pechtl, Mayor

_____ City Executive

ATTEST: APPROVED AS TO FORM:

_____ City Attorney

_____ City Clerk

1" = 94 ft	City of Imperial	01/08/2020		
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This map may represent a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.

DATE SUBMITTED

01-09-2020

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

01-15-2020

Agenda Item No

F-6

CITY COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

**SUBJECT: DISCUSSION/ACTION: STATUS OF EMERGENCY SANDALWOOD
GLEN LIFT STATION**

1. CONTINUE OR SUSPEND EMERGENCY AS NECESSARY FOR
THE REPAIRS TO THE LIFT STATION.

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

City Council initially declared an emergency for the repairs to the failing wastewater pump station located at Sandalwood Glen/Aten Rd on December 18, 2019. The declaration authorizes the City Manager to take such action as necessary in response to the emergency. Repairs were completed by A & R Construction and city crew. The lift station is back on line and operating normally. Final invoices for repairs have not been received at this time.

Staff is requesting that council suspend the emergency.

FISCAL IMPACT Unknown at this time pending receipt of invoices.

STAFF RECOMMENDATION: Suspension of the emergency.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED

1/9/19

SUBMITTED BY

AB

DATE ACTION REQUIRED

1/15/19

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

AB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: CENSUS 2020

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL AND COUNTY OF IMPERIAL FOR SERVICES TO ADMINISTER CENSUS 2020 GRANT FUND;

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial, along with all other agencies, have partnered with the County of Imperial to participate in the US Census 2020. Based on the City's "hard to count" index, the City of Imperial is eligible to receive \$6,992. Based on our budget proposal, we have been awarded \$6700.00 to facilitate Count Kiosks in our City facilities and Market Days events. Attached for your review is the agreement, proposal, and budget narrative.

FISCAL IMPACT: \$6700.00 Awarded

ADMIN
SERVICES
INITIALS

AB

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION: It is our recommendation to approve the agreement for the city to participate in the Census 2020.

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into effective the
4 _____ day of _____, 2019, by and between the **County of Imperial**, a political subdivision of
5 the State of California, by and through its Executive Office ("COUNTY") and the City of
6 _____, a municipal corporation of the state of California ("CONSULTANT")
7 (individually, "Party;" collectively, "Parties") shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified city to provide professional services to
10 provide community outreach in the incorporated cities of the County of Imperial for the 2020 census
11 ("Project"); and

12 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the
13 Project services; and

14 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its
15 qualifications and experience for performing such services, and CONSULTANT has offered to provide
16 the services required for the Project.

17 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and
18 CONSULTANT have and hereby agree to the following:

19 **1. RECITALS.**

20 **1.1.** Parties hereby certify that to the best of their knowledge, the above recitals are true and
21 correct.

22 **1.2.** The above recitals are hereby adopted and incorporated within this Agreement.

23 **2. DEFINITIONS.**

24 **2.1.** "Request for Proposals" or "RFP" shall mean that document that describes the Project and
25 project requirements to prospective bidders entitled, "Request for Proposals – To Conduct
26 A Census 2020 Community Outreach In The Incorporated Cities of Imperial County,"
27 dated August 2, 2019. The Request for Proposal is attached hereto as **Exhibit "A"** and
28 incorporated herein by this reference.

1 **2.2.** “Proposal” shall mean CONSULTANT’s document entitled,
2 “
3 _____
4 _____,”
5 dated _____, and submitted to COUNTY’s Executive Office.
6 The Proposal is attached hereto as **Exhibit “B”** and incorporated herein this by reference.

7 **3. CONTRACT COORDINATION.**

8 **3.1.** COUNTY’s Executive Officer, or his/her designee, shall be the representative of
9 COUNTY for all purposes under this Agreement. COUNTY’s Executive Officer, or
10 his/her designee, is hereby designated as the Contract Manager for COUNTY. He/she
11 shall supervise the progress and execution of this Agreement.

12 **3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
13 the progress and execution of this Agreement. Should circumstances or conditions
14 subsequent to the execution of this Agreement require a substitute Contract Manager for
15 any reason, the Contract Manager designee shall be subject to the prior written acceptance
16 and approval of COUNTY’s Contract Manager.

17 **4. DESCRIPTION OF WORK.**

18 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with
19 the RFP and the Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict amongst this
20 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this
21 Agreement shall take precedence over both.

22 **5. WORK TO BE PERFORMED BY CONSULTANT.**

23 **5.1.** CONSULTANT shall comply with all terms, conditions, and requirements of the RFP, the
24 Proposal, and this Agreement.

25 **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
26 performance of the obligations assumed by CONSULTANT hereunder.

27 **5.3.** CONSULTANT shall:

28 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
 that may be necessary and incidental to the due and lawful prosecution of the

services to be performed by CONSULTANT under this Agreement;

5.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement;

5.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

5.3.4. Immediately report to COUNTY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

6. **REPRESENTATIONS BY CONSULTANT.**

6.1. CONSULTANT understands and agrees that COUNTY has limited knowledge in the multiple areas specified in the Proposal and the RFP. CONSULTANT has represented itself to be an expert in these fields and understands that COUNTY is relying upon such representation.

6.2. CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the state of California and perform all aspects of this Agreement.

6.3. CONSULTANT shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONSULTANT has received written authorization from COUNTY's Contract Manager to do so.

6.4. CONSULTANT represents and warrants that the people executing this Agreement on behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

6.5. CONSULTANT represents and warrants that any employee, subcontractor, and/or agent who will be performing any of the duties and obligations of CONSULTANT herein

possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

6.6. CONSULTANT represents and warrants that the allegations contained in the RFP are true and correct.

6.7. CONSULTANT understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONSULTANT if such representations were not made.

6.8. CONSULTANT understands and agrees not to discuss this Agreement or work performed pursuant to this Agreement with anyone not a party to this Agreement without the prior permission of COUNTY. CONSULTANT further agrees to immediately advise COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to this Agreement.

6.9. Prior to accepting any work under this Agreement, CONSULTANT shall perform a due diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT may have with respect to the work requested.

6.10. CONSULTANT understands and agrees that in the course of performance of this Agreement, CONSULTANT may be provided with information or data considered by the owner or the COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as confidential. CONSULTANT shall take all necessary steps necessary to maintain such confidentiality including but not limited to restricting the dissemination of all material received to those required to have such data in order for CONSULTANT to perform under this Agreement.

6.11. CONSULTANT represents that the personnel dedicated to this project, as identified in CONSULTANT's Proposal, will be the people to perform the tasks identified therein. CONSULTANT will not substitute other personnel or engage any contractors to work on any tasks identified herein without prior written notice to COUNTY.

7. TERM OF AGREEMENT.

This Agreement shall commence on the date first written above and shall remain in effect for a

period of eight (8) months, unless otherwise modified or terminated as provided for in this Agreement.

8. COMPENSATION.

8.1. The total compensation payable under this Agreement shall not exceed _____ (\$ _____), unless otherwise previously agreed to in writing by COUNTY.

8.2. Except as provided under Paragraph 8.1, COUNTY shall not be responsible to pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or other remuneration.

9. PAYMENT.

9.1. CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit "B."** COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing.

9.2. COUNTY may retain up to five percent (5%) of the total of amount of each invoice, not to exceed five percent (5%) of the total compensation amount of the completed Project. "Completion of the Project" is when the work to be performed has been completed in accordance with this Agreement, as determined by COUNTY, and all subcontractors, if any, have been paid in full by CONSULTANT. Upon completion of the Project, CONSULTANT shall bill COUNTY the retention for payment by COUNTY.

10. METHOD OF PAYMENT.

CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY a written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by COUNTY's Contract Manager or his/her designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

11. TIME FOR COMPLETION OF THE WORK.

The Parties agree that time is of the essence in the performance of this Agreement. Project scheduling shall be as described in **Exhibits "A" and "B"** unless revisions are approved by both

COUNTY's Contract Manager and CONSULTANT's Contract Manager. Time extensions may be allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.

CONSULTANT shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

12.1. CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to CONSULTANT's charges for services or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

12.2. CONSULTANT shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

12.3. Any records or documents required to be maintained by CONSULTANT pursuant to this Agreement shall be made available to COUNTY for inspection or audit at any time during CONSULTANT's regular business hours provided that COUNTY provides CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONSULTANT's address indicated for receipt of notices under this Agreement.

13. SUSPENSION OF AGREEMENT.

COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of suspension.

14. TERMINATION.

COUNTY retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due
2 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of
3 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
4 CONSULTANT's services which are of benefit to COUNTY.

5 **15. INSPECTION.**

6 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
7 ascertain that the services of CONSULTANT are being performed in accordance with the requirements
8 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
9 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not
10 relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

11 **16. OWNERSHIP OF MATERIALS.**

12 All original drawings, videotapes, studies, sketches, computations, reports, information, data
13 and other materials given to or prepared or assembled by or in the possession of CONSULTANT
14 pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered
15 to COUNTY upon demand, whether or not completed, and shall not be made available to any
16 individual or organization without the prior written approval of COUNTY.

17 **17. INTEREST OF CONSULTANT.**

18 **17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or
20 degree with the performance of the services hereunder.

21 **17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
22 contractor or person having such an interest shall be employed.

23 **17.3.** CONSULTANT certifies that no one who has or will have any financial interest under
24 this Agreement is an officer or employee of COUNTY.

25 **18. INDEMNIFICATION.**

26 CONSULTANT shall hold harmless, defend, and indemnify COUNTY and its officers,
27 officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs
28 (including without limitation costs and fees of litigation) of every nature arising out of or in connection

1 with CONSULTANT's performance of work hereunder or its failure to comply with any of its
2 obligations contained in this Agreement, except such loss or damage which was caused by the sole
3 negligence or willful misconduct of COUNTY.

4 **19. INDEPENDENT CONTRACTOR.**

5 **19.1.** In all situations and circumstances arising out of the terms and conditions of this
6 Agreement, CONSULTANT is an independent contractor, and as an independent
7 contractor, the following shall apply:

8 **19.2.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for
9 the requirements and results specified by this Agreement or any other agreement.

10 **19.3.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
11 specified by this Agreement and except as specifically provided in this Agreement, shall
12 not be subject to COUNTY's control with respect to the physical actions or activities of
13 CONSULTANT in fulfillment of the requirements of this Agreement.

14 **19.4.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
15 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with
16 Workers' Compensation coverage or any other type of employment or worker insurance
17 or benefit coverage required or provided by any Federal, State or local law or regulation
18 for, or normally afforded to, an employee of COUNTY.

19 **19.5.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
20 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to
21 the Social Security Old Age Pension Program, Social Security Disability Program, or
22 any other type of pension, annuity, or disability program required or provided by any
23 Federal, State or local law or regulation.

24 **19.6.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
25 make any claim against any COUNTY fringe program, including, but not limited to,
26 COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,
27 or any other type of benefit program, plan, or coverage designated for, provided to, or
28 offered to COUNTY's employees.

1 **19.7.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,
2 or local tax, including, but not limited to, any personal income tax, owed by
3 CONSULTANT.

4 **19.8.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
5 and conduct itself as an independent contractor, not as an employee of COUNTY.

6 **19.9.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
7 bind or obligate COUNTY in any way without the written consent of COUNTY.

8 **20. INSURANCE.**

9 Parties hereby agree, at their respective cost and expense, to obtain and maintain in full force
10 during the entire term of this Agreement (or extended term thereof) insurance sufficient to cover their
11 respective risks associated with the work to be performed under this Agreement.

12 **21. PREVAILING WAGE.**

13 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within
14 the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its
15 sub-consultants, to comply with the provisions of California Labor Code sections 1775
16 et seq.

17 **21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at
18 COUNTY’s Department of Public Works and available to CONSULTANT and any
19 other interested party upon request. CONSULTANT shall post copies of the prevailing
20 wage rate of per diem wages at the Project site.

21 **21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

22 **21.3.1.** CONSULTANT has reviewed and agrees to comply, when applicable, with the
23 provisions of Labor Code section 1776 regarding retention and inspection of
24 payroll records and noncompliance penalties; and

25 **21.3.2.** CONSULTANT has reviewed and agrees to comply, when applicable, with the
26 provisions of Labor Code section 1777.5 regarding employment of registered
27 apprentices; and

28 **21.3.3.** CONSULTANT has reviewed and agrees to comply, when applicable, with the

provisions of Labor Code section 1810 regarding the legal day's work; and

21.3.4. CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

21.3.5. CONSULTANT has reviewed and agrees to comply, when applicable, with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/PublicWorks/PublicWorksEnforcement.html>.

22. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other specialists to perform services as required with prior approval by COUNTY.

23. NON-DISCRIMINATION.

23.1. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.

23.2. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

23.3. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et

seq.).

23.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23.6. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

23.7. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

24. **NOTICES AND REPORTS.**

24.1. Any notice and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

COUNTY

County Executive Office
Attn: Contract Manger
940 Main Street, Suite 208
El Centro, CA 92243

CONSULTANT

County of Imperial
Clerk of the Board of Supervisors
940 W. Main Street, Suite 209
El Centro, CA 92243

24.2. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight carrier.

24.3. The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written

notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

25. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

26. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

27. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

28. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes the Agreement.

30. WAIVER.

1 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
2 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
3 the same or any other covenant or condition.

4 **31. CHOICE OF LAW.**

5 This Agreement shall be governed by the laws of the State of California. This Agreement is
6 made and entered into in Imperial County, California. Any action brought by either party with respect
7 to this agreement shall be brought in a court of competent jurisdiction within said County.

8 **32. AUTHORITY.**

9 **32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
10 warrants that:

11 **32.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
12 CONSULTANT;

13 **32.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT
15 and;

16 **32.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

17 **32.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
18 foregoing within thirty (30) days of execution of this Agreement.

19 **33. COUNTERPARTS.**

20 This Agreement (as well as any amendments hereto) may be executed in any number of
21 counterparts, each of which when executed shall be an original, and all of which together shall
22 constitute one and the same Agreement. No counterparts shall be effective until all Parties have
23 executed a counterpart hereof.

24 **34. REVIEW OF AGREEMENT TERMS.**

25 **34.1.** Each Party has had the opportunity to receive independent legal advice from its
26 attorneys with respect to the advisability of making the representations, warranties,
27 covenants and agreements provided for herein, and with respect to the advisability of
28 executing this Agreement.

1 **34.2.** Each Party represents and warrants to and covenants with the other Party that:

2 **34.2.1.** This Agreement in its reduction to final written form is a result of extensive
3 good faith negotiations between the Parties and/or their respective legal counsel;
4 and

5 **34.2.2.** The Parties and their legal counsel have had the opportunity to carefully review
6 and examine this Agreement for execution by said Parties.

7 **34.3.** Any statute or rule of construction that ambiguities are to be resolved against the
8 drafting party shall not be employed in the interpretation of this Agreement.

9 **35. NON-APPROPRIATION.**

10 This Agreement is based upon the availability of public funding. In the event that public funds
11 are unavailable and not appropriated for the performance of the services set forth in this Agreement,
12 the Agreement shall be terminated without penalty after written notice to CONSULTANT of the
13 unavailability and/or non-appropriation of funds.

14 **IN WITNESS WHEREOF,** the Parties have executed this Agreement on the day and year first
15 above written.

16
17 **County of Imperial**

18
19 By: _____
20 Ryan E. Kelley, Chairman
21 Imperial County Board of Supervisors

By: _____

22 **ATTEST:**

23
24 By: _____
25 Blanca Acosta, Clerk of the Board
26 County of Imperial, State of California

27 **APPROVED AS TO FORM:**

28 Katherine Turner,
County Counsel

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By: _____
Adam G. Crook,
Assistant County Counsel

The information being provided in this proposal for funding is numbered in a manner to correlate with the Imperial County Complete Count Committee's Request for Proposals.

12.0 Proposal Elements

12.1 Qualifications:

- A. **Incorporation:** The City of Imperial was incorporated in 1904.
- B. **Ability to complete key activities within an 5-month timeline:** The City has an aggressive schedule that is detailed on pages 12-15 of the Strategic Plan. The timeline is summarized as follows:
- o Education Phase: December 2019 – April 2020
Note: In the Strategic Plan, the Education Phase starts in September 2019. The City will begin the education phase associated with the Plan prior to the availability of any funding resulting from the submission of this proposal.
 - o Activation Phase: January 2020 – April 2020
 - o Follow-up Phase: April 2020
Note: In the Strategic Plan, the Follow-up Phase will continue into June 2020. Any activities done within this month will be conducted outside the boundaries of this proposal.
- C. **Organizational capacity to implement the project, including staff, operational and fiscal management:** The City of Imperial will carry out the planned outreach activities through a combination of effort by both city staff and our CITY OF IMPERIAL partners. The Census 2020 outreach activities will be administered by the City's Community Services Department and City Manager's Office.

The City will have two people dedicated to the administration of the activities to be undertaken for the Census Complete Count as well as two additional staff members assisting. The overall outreach efforts to be conducted will be done through a combination of City staff and the CITY OF IMPERIAL. The members of the CITY OF IMPERIAL who will help in spreading the message to the community, particularly the HTC areas, are trusted partners that come from a wide variety of community segments including religious organizations, school districts, non-profits, utilities, community representatives, business, public service organizations, and various city departments. The ongoing interaction they have with their respective organization members and clientele makes them accessible and trusted partners.

The funds being administered for the activities that result from this proposal will be administered by the City of Imperial Finance Department. The

Department is led by Finance Manager, Laura Gutierrez, who has over 15 years in administering public funds.

D. Applicants must include a detailed budget along with a brief budget narrative that makes clear the breakdown of line items. The budget shown on Attachment 2 to this proposal is an expanded version of the budget contained in the Strategic Plan. It provides more details of the proposed expenses for each component of the City's outreach efforts.

E. Awardees must agree to attend CCC meetings, which allow for community-based organizations to coordinate outreach efforts, share resources, and discuss lessons learned with each other to strengthen their reach to HTC communities in the 2020 Census. Staff members from the City of Imperial coordinating the activities that result from this funding are members of the Imperial County Complete Count Committee and have been attending CCC meetings since the beginning of this process. These staff members will continue to attend CCC meetings.

12.2 Proposed Scope of Work

The City has reviewed the Scope of Work required to obtain funding from the California Census 2020 Funding Allocation. We propose to address the six tasks required in the following manner.

Task 1 – The City of Imperial currently has one appointed member, City Treasurer Stacy Cox, to the Imperial County Complete Count Committee (CCC). City staff will continue working closely with the CCC staff to ensure that expectations and desired outcomes are understood and achieved. City staff will also review with the CCC our proposed schedule, budget and format of deliverables to receive input. During these meetings, clarification of the responsibility of each party will be established.

Task 2 – Specific information on the Hard-to-Count population is provided in "Table 1 – Hard-to-County Census Tracts Within Imperial" on pages 4-5 of the Strategic Plan. A map showing the locations of these areas is shown on "Figure 1 – Imperial Hard-to-Count Census Tracts" on page 6 of the Plan.

The CITY OF IMPERIAL includes trusted partners of these HTC areas who will work alongside the City on outreaching to the HTC population. The members and the proposed targeted population is as follows.

- Members of religious organizations – Outreach will be done to their congregations through newsletters, flyers, posters, and their respective church groups.

- Education districts – Information will be provided to the students about the importance of the Census and how it will help them throughout their school years. The students will be encouraged to ensure that their household participates in the Census and flyers will be provided to the students for dissemination at home. This flyer will be provided in both English and Spanish and will include contact information for the CITY OF IMPERIAL should any further information or assistance be needed.
- City departments – The CITY OF IMPERIAL staff will be working closely with City departments to take advantage of their relationship and interaction with various members of the HTC community. Training will be provided to City departments about the Census process and timeline so that they are able to answer any questions from members of the community that come into City offices to conduct business, receive services, or participate in activities. Most particularly, employees from City Hall and Library will be focused on as they have the highest level of interaction with members of the HTC areas. The Library has close interaction with members from the HTC areas as well as the Spanish speaking population. The Adult Center and Library are identified as locations for QACs during the timeframe when Census responses are being accepted.

During the training provided to City staff, information will be provided on the importance of the Census, the process of submitting Census responses, the availability of QACs during the Census response period, as well as applicable timelines so that they can provide assistance to any community members who seek this information during their interaction with City staff.

The City anticipates taking on a campaign that utilizes various forms of media to attempt to reach as many segments of the community as possible. The activities are summarized as follows.

- Campaign development -. The information and materials will include flyers, banners, posters and all material will be created in both Spanish and English.
- Social media – The City plans to utilize all of its available social media pages as well as engaging with our CITY OF IMPERIAL members and other community organizations to utilize their pages in an attempt to reach as much of the population as possible. We will also be utilizing the option to do Facebook 'buys' to push our message to a larger audience. Facebook 'ads' will be pursued as budget allows; however, as the market for Facebook advertising is competitive and done on an auction basis, this cannot be guaranteed.

Task 3 – The City will be setting up QACs at various City offices as well as working with our CITY OF IMPERIAL members to identify sites within the HTC areas for mobile QACs. The staff working at the QACs will be bilingual in both English and Spanish and will have information on hand to assist them in utilizing the translation services available through the Census for languages other than Spanish and English. All staff members working the QAC will be trained in the 'how-to' of completing Census submittals in paper, online, and phone formats so that they can provide assistance to any community member needing help to participate in the count. They will also be versed in the overall Census process and have Census timeline information available for the public. All QAC sites will be handicap accessible.

Task 4 – In an effort to promote online response to the Census, all flyers created will provide website information where the Census can be completed (if available by production time). The QAC's being provided to the public will have computers with Wi-Fi capabilities available to the public at both its City Hall and Imperial Public Library.

From mid-March 2020 to mid-April 2020, the City proposes to set up QACs at the Adult Center, City Library, Branch Library, and trusted partner locations. The quantity of QAC set up and availability will be dependent on the amount of funding awarded. The finalized schedule will be included on flyers that will be distributed in both Spanish and English.

The City plans to attend a variety of events being held in the City of Imperial to reach as wide a variety of the community and HTC populations as possible. In addition to the two staff members dedicated to the complete count effort, a variety of staff members who generally work these events as well as CITY OF IMPERIAL members who will be volunteering, will be trained in the various aspects of the CITY OF IMPERIAL's outreach efforts and Census information.

When estimating the attendance of the HTC community at various events in the City. While attending events within the City conducting outreach, CITY OF IMPERIAL members will not only be reaching HTC segments of the City, but also HTC communities from throughout the County. At a minimum, the City proposes to reach out to the community at the following locations and events.

- City of Imperial Market Day's Events
 - December to Remember – December 14, 2019
 - Blues, Brews & BBQ's – February 15, 2020
 - Festival of Colors – April 18, 2020

These events attract a high attendance of those considered part of the HTC population. The events are hosted in Downtown Imperial and is attended largely by members of the Hispanic communities throughout the Imperial County.

- **California Mid-Winter Fair** - This event is held in March each year and is well attended by the County as a whole. The target of this outreach will be families, youth, and the Hispanic population. It is anticipated that this event will be a joint effort of all members of the Imperial County CCC.

Task 5 – All materials developed under this proposal will be created in both English and Spanish. If space on promotional materials does not permit information in both languages, the item will be produced in both English and Spanish versions.

Task 6 – Based on the schedule for this funding, City staff will have already begun its outreach efforts prior to receiving any funding associated with the California Census 2020 Funding Allocation. The City has an aggressive schedule that is detailed within the Strategic Plan in section 1.10 Activities Timeline on pages 12-15. It is summarized as follows:

- Education Phase: December 2019

Note: In the Strategic Plan, the Education Phase starts in December 2019. The City will begin the education phase associated with the Plan prior to the availability of any funding resulting from the submission of this proposal.

- Activation Phase: January 2020 – April 2020

- Follow-up Phase: April 2020 – May 2020

Note: In the Strategic Plan, the Follow-up Phase will continue into April 2020. Any activities done within this month will be conducted outside the boundaries of this proposal.

Within the Strategic Plan the activities to be undertaken within each phase are identified in detail.

12.3 Project Personnel and Their Availability

The point of contact for this project is Stacy Cox, who is the elected Treasurer for the City of Imperial. She will be performing all day-to-day activities associated with the Census outreach efforts. Ms. Cox also conducted the Local Update of Census Addresses (LUCA) for both 2010 and 2020, as well as community outreach activities associated with the 2010 Census. She has an 18-year background with the City in project administration, budgeting, and grant reporting. Her full resume is provided in Attachment 3.

Assisting in the Census 2020 outreach will be Alexis Brown, Management Analyst and Public Information Officer with the City Manager's Office. She currently administers the media and marketing efforts for the City of Imperial and has six (6) years working with the promotion of various City projects and programs.

Oversight of the project will be done by the City Manager of Imperial, Stefan Chatwin. Mr. Chatwin has eighteen (18) years' experience in local government. She has worked closely with the community through her program and project delivery efforts.

12.3 Cost of Proposed Services

As mentioned above, the budget shown on Attachment 2 to this proposal is an expanded version of the budget contained in the Strategic Plan. It provides more details of the proposed expenses for each component of the City's outreach efforts. The expenses are identified as being paid by either the City's automatic allocation or a request for funds from the competitive portion of the funding.

Based on the detailed budget, the City has outlined the use of the **\$6,700.00** of the automatic California Census 2020 Funding Allocation.

Budget Narrative:

The City has identified key activities to be funded to assist in the outreach areas. The budget includes funding requests to carry out the following activities:

- Campaign Development
- Creation of flyers and posters for handout, mailer inserts, church bulletin boards, City offices, and various events.
- Production of items for attendance at various events including booth set up, staff shirts, and promotional items.
- Set up of "Assistance Centers" including purchase of iPads, privacy booths, and stipends for volunteers.

In conclusion, the City understands the importance of a complete count on April 1, 2020, to not only our City, but the region as a whole. We look forward to working with the Imperial County Complete County Committee to reach every member of the County to ensure that they participate in Census 2020.

The City thanks you for your consideration. If any additional or clarifying information is needed, please do not hesitate to contact Alexis Brown at (760) 355-4373 or email abrown@cityofimperial.org.

Sincerely,



Stefan T. Chatwin
City Manager

Attachments:

Attachment 1 – Imperial County Complete Count Committee Strategic Plan

Attachment 2 – City of Imperial Detailed Budget

Addendums 1-5 to the Request for Proposals



CITY COUNCIL
Robert Amparano – Mayor
Darrell Pechtl – Mayor Pro Tem
Geoff Dale – Councilmember
Karin Eugenio – Councilmember
James Tucker – Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morita

CITY MANAGER
Stefan T. Chatwin

December 10, 2019

Imperial County Purchasing Department
Attn: Esperanza Colio Warren, Deputy County Executive Officer
1125 Main Street
Imperial, CA 92243

Re: Request for Proposal to Conduct a Census 2020 Community
Outreach in an Incorporated City in Imperial County

Dear Ms. Colio,

In its efforts to ensure a complete count of its population, the City of Imperial is pleased to submit this proposal for funding through the California Census 2020 Funding Allocation. The City aims to reach, educate, motivate, and activate individuals who are traditionally excluded and undercounted in the Census. For this reason, as recommended by the U.S Census Bureau and the Complete Count Committee (CCC) Office, the City of Imperial seeks to implement a robust local campaign focusing on outreach in the Hardest-to-Count (HTC) populations in trusted locations, with culturally aware organizations and trusted messengers.

The City of Imperial understands the long term effects of having such a large portion of our population going uncounted in the Census 2020 and further understands the reward to be gained by not only local governments, but also by stakeholders such as businesses, developers, transportation planners, and citizen organizations. As part of our efforts, City staff has been working with Dr. Arturo Hernandez of the Federal Census to establish the “**Imperial Counts 2020**” Complete County Committee (CITY OF IMPERIAL). The Strategic Plan that has been prepared by the CITY OF IMPERIAL is included as Attachment 1 and incorporated as part of this proposal. The Plan details the committee’s proposed strategy for the outreach and partnering efforts to reach the Hard-to-Count areas of our community.

City of Imperial
Census 2020 Budget Narrative

Census Materials & Promotional Items		Cost	City Allocation
Printing Costs for Census Material			
	10,000 color, two sided	Flyers	\$ 800
Bilingual Utility Bill Inserts- February & March	Insert #1 8.5x11, color two sided \$943.94 ea	Utility Billing Insert	\$ 1,900
Promotional Items for Special Events	Reusable bags, wrist bands, pens Branded Pop up tent \$550-800		\$ 1,000
	Branded Table Cloth - \$100 Staff shirts \$300 (10 polos)	Banner & Shirts	\$ 1,500
Special Event set up w/Census 2020 logo	Short event stipend \$50 Long event stipend \$75 At least 2 per event		
Stipend for Attendance at Citywide events			
*Blues Brews & BBQ (February)	2 people	Short Event	\$ 150
*Festival of Colors (April)	2 people	Short Event	\$ 150
Question Assistance Centers	December 2019- April 2020		
Ipads for QAC			
***City Hall			\$ 400
***Imperial Public Library			\$ 400
***Mobile Center (special events pop-up booth)			\$ 400
Census Assistance Kiosks			
Imperial Public Library			
Imperial City Hall			

\$ 6,700

Total amount
available \$6,992

DATE SUBMITTED 01/09/2020

SUBMITTED BY ALEXIS BROWN

DATE ACTION REQUIRED 1/15/2020

COUNCIL ACTION ☒

PUBLIC HEARING REQUIRED ☐

RESOLUTION ☐

ORDINANCE 1ST READING ☐

ORDINANCE 2ND READING ☐

CITY CLERK'S INITIALS AB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/DIRECTION: MEDICAL CANNABIS IN THE CITY OF IMPERIAL 1. DISCUSS AND PROVIDE DIRECTION TO CITY STAFF REGARDING ORDINANCE NO. 795 RELATING TO MEDICAL CANNABIS IN THE CITY OF IMPERIAL				
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE				
BACKGROUND/SUMMARY: During the November 20, 2019 meeting it was requested that the City consider amending Ordinance No. 795- Medical Cannabis in the City of Imperial to include recreational. As such, this item is placed on the City Council's agenda for discussion, and to provide staff direction on how to proceed.				
FISCAL IMPACT: Unknown	ADMIN SERVICES INITIALS <u>VB</u>			
STAFF RECOMMENDATION:	DEPT. INITIALS _____			
MANAGER'S RECOMMENDATION: Manager has no recommendation at this time.	CITY MANAGER'S INITIALS <u>AB</u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED ☐ DISAPPROVED ☐ REFERRED TO: </td> <td style="width: 33%;"> REJECTED ☐ DEFERRED ☐ </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐		

ORDINANCE NO. 796

AN ORDINANCE OF THE CITY OF IMPERIAL, CALIFORNIA AMENDING THE ZONING CODE RELATED TO MEDICAL CANNABIS DISPENSARIES

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

SECTION 1: Section 24.01.180 of the Imperial Municipal Code is hereby amended to include the following definitions:

- A.** "Medical Cannabis dispensary" or "Cannabis Dispensary" or "Dispensary" shall mean a facility where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical cannabis and medical cannabis products as part of a retail sale.
- B.** "Uses Outlined" as used only in this ordinance and chapter shall refer to the following terms: "cultivate, distribute, manufacture, test or transport".
 - (a) All cultivation, distribution, manufacturing, testing and transporting permits shall be required to obtain business permits and shall be issued for a term of one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure the benefit of such permit holder.
 - (b) "Cultivate" as used only in this Chapter shall mean to plant, grow, harvest, dry, cure, grade or trim more than forty-eight (48) ounces of dried cannabis and/or to plant, grow, harvest, dry, cure, grade or trim cannabis in an area greater than ninety-six (96) square feet of total area within one parcel of land.
 - (c) "Distribute" as used only in this Chapter shall mean the procurement, sale, and transport of medical cannabis and medical cannabis products between State licensed medical cannabis entities.
 - (d) "Manufacture" as used only in this Chapter shall mean to produce, prepare, propagate, or compound manufactured medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.
 - (e) "Test" as used only in this Chapter shall mean the conducting of analytical testing of cannabis, cannabis-derived products, hemp, or hemp-derived products.
 - (f) "Transport" as used only in this Chapter means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity, as defined by State law.
 - (g) Cultivation, distribution, manufacturing, testing, and transporting permits shall only be granted to entities operating legally according to State law.

SECTION 2: Section 24.05.120.B of the Imperial Municipal Code is hereby amended as follows:

B. General Commercial Uses (cont.)	C-1	C-2	VC
58. Medical Cannabis Dispensaries and other uses outlined in Chapter 15, Article XII "Medical Cannabis Dispensaries"	X	C	X

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 17th day of January, 2018.


Geoff Dale, Mayor

ATTEST:


Debra Jackson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 796 had its 1st reading on January 3, 2018 and was passed by the following roll call vote:

AYES: PECHTL, TUCKER, AND DALE
NOES: AMPARANO AND SAMPSON
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED 3-2

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 796 had its 2nd reading on January 17, 2018 and was passed by the following roll call vote:

AYES: PECHTL, TUCKER, AND DALE
NOES: AMPARANO AND SAMPSON
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED 3-2



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

ORDINANCE NO 795

**AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING
THE CODIFIED ORDINANCES TO PROVIDE FOR
MEDICINAL CANNABIS DISPENSARIES**

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

Section 1: Article XII (Regulation of Marijuana Under Proposition 64) is hereby renumbered to be Article XIII.

Section 2: Article XII (Medical Marijuana Dispensaries) is hereby repealed and reenacted to read as follows:

**Chapter 15, Article XII
Medical Cannabis Dispensaries**

Section 15-85.1.	Definitions.
Section 15-85.2.	Business Permit Required.
Section 15-85.3.	On-Site Consumption Permit.
Section 15-85.4.	Regulations.
Section 15-85.5	Performance and Operating Standards.
Section 15-85.6.	Regulatory Fees; Seller's Permit.
Section 15-85.7	Sales.
Section 15-85.8	Revocation, Suspension and Appeals.
Section 15-85.9.	Prohibited Operations; Non-comforming Uses.
Section 15-85.10.	Liability and Indemnification.
Section 15-85.11.	Examination of Books, Records, Witnesses-Penalty.

15-85.1. Definitions.

The following words or phrases, whenever used in this Chapter, shall be given the following definitions:

(a). "Cannabis" or "Marijuana" shall have the same definition as Business and Professions Code Section 19300.5(f), as may be amended, which, as of March 2016, defines "cannabis" as all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Health and Safety Code Section 11018, "Cannabis" does not include the

mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant which is incapable of germination. "Cannabis" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

(b). "Cannabis dispensary" or "Dispensary" shall mean a facility where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical cannabis and medical cannabis products as part of a retail sale.

(c). "City Manager" means the City Manager of the City of Imperial or his/her designee.

(d). "Collective" means any association, affiliation, or establishment jointly owned and operated by its members that facilitate the collaborative efforts of qualified patients and primary caregivers, as described in State law.

(e) "Delivery" means the commercial transfer of medical cannabis or medical cannabis products from a dispensary to a primary caregiver or qualified patient as defined in Section 11362.7 of the Health and Safety Code, or a testing laboratory. "Delivery" also includes the use by a dispensary of any technology platform that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.

(f). "Delivery only dispensary" means a cannabis dispensary that provides medical cannabis or medical cannabis products to primary caregivers or qualified patients as defined in Section 11362.7 of the Health and Safety Code exclusively through delivery.

(g). "E-Cigarettes" or "Electronic cigarette" means a device used to simulate the experience of smoking, having a cartridge with a heater that vaporizes liquid instead of burning.

(h). "Medical marijuana" or "Medical cannabis" means marijuana authorized in strict compliance with Health and Safety Code Sections 11362.5, 11362.7 et seq., as such sections may be amended from time to time.

(i). "Parcel of land" means one piece of real property as identified by the county assessor's parcel number (APN) that is one contiguous parcel of real property, which is used to identify real property, its boundaries, and

all the rights contained therein.

(j). "Primary caregiver" shall have the same definition as California Health and Safety Code Section 11362.7, as may be amended, which, as of March 2016, defines "Primary Caregiver" as an individual designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include a licensed health care facility, a residential care facility, a hospice, or a home health agency as allowed by California Health and Safety Code Section 11362.7(d)(1)-(3)

(k). "Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as may be amended, which, as of March 2016, means a person who is entitled to the protections of California Health and Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with an identification card, as that term is defined by California Health and Safety Code Section 11362.7 et seq.

(l). "Smoking" shall have the same definition as in the Imperial Municipal Code which as of March 2016 includes "inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, weed, or other combustible substance." (l) "Youth Center" means a community or recreation facility that primarily serves persons eighteen (18) years or younger.

(m). "General Application permit" shall mean all applications issued under the Imperial Municipal Code.

15-85.2. Business Permit Required and Application for Permit

(a). Except for hospitals, research facilities, or an entity authorized pursuant to this Ordinance, it is unlawful for any owner, operator, or association to own, conduct, operate or maintain, or to participate therein, or to cause or to allow to be conducted, operated, or maintained, any dispensary, delivery or delivery only dispensary in or into the City unless there exists a valid business permit in compliance with the provisions of this Ordinance and a permit issued under this Chapter. This Chapter, and the requirement to obtain a business permit, does not apply to the individual possession or cultivation of medical marijuana for personal use, nor does this Chapter apply to the usage, distribution, cultivation or processing of medical marijuana by qualified patients or primary caregivers when such group is of three (3) or less individuals, and distributing, cultivating or processing the marijuana from a residential unit or a single non-residential parcel of land. Associations of three (3) or less qualified patients or primary caregivers shall not be required to obtain a permit under this Ordinance, but must comply with applicable State law.

(b). The City Manager shall issue no more than 1 (one) new valid permits for the operation of dispensaries in the City per year. Delivery only dispensaries shall not be subject to this limit.

(c). In addition to the requirements specified in this ordinance for business permits, the permit application for a dispensary shall set forth the following information:

Unless the City Manager in his/her discretion determines that the location will not impact the peace, order and welfare of the public evidence that the proposed location of such dispensary is not within six hundred (600) feet of a public or private school providing instruction in kindergarten or grades 1 to 12, inclusive (but not including any private school in which education is primarily conducted in private homes), or youth centers, churches/places of assembly, other medical cannabis facilities, daycare services and residential zoning districts. The proposed dispensary or delivery only dispensary must be located in a zone designated as C-2 by the City Ordinance, or its equivalent as may be amended, of the City. In addition to the other requirements of this Ordinance, a dispensary must also obtain a conditional use permit.

A plan of operations that will describe how the dispensary or delivery only dispensary will operate consistent with State law and the provisions of this Chapter, including but not limited to:

- i. Controls to ensure medical marijuana will be dispensed only to qualified patients and primary caregivers, and
- ii. Controls to acquire, possess, transport and distribute marijuana to and from State-licensed medical cannabis entities.

A security plan, as a separate document, outlining the proposed security arrangements to deter and prevent unauthorized entrance into areas containing medical cannabis or medical cannabis products and theft of medical cannabis or medical cannabis products at the dispensary, in accordance with minimum security measures required by State law. The security plan shall be reviewed by the Police Department and the Office of the City Manager and shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

Confirmation of the following criteria:

- i. That the dispensary or delivery only dispensary will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable, with consideration to be given to the area's function and character, problems of crime and loitering, and traffic problems and capacity;
- ii. That the dispensary or delivery only dispensary will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds;
- iii. That the dispensary or delivery only dispensary will not interfere with the movement of people;
- iv. That the dispensary or delivery only dispensary will be of an

architectural and visual quality and character which harmonizes with, or where appropriate enhances, the surrounding area;

v. That the design will avoid unduly large or obtrusive signs, bleak unlandscaped parking areas, and an overall garish impression. All proposed signs and methods of on-site advertisement are to be formally submitted via application to the Community Development Department. All proposed signs and methods of on-site advertisement will be reviewed by the Development Review Committee and then taken to the Planning Commission for final approval;

vi. That adequate litter receptacles will be provided where appropriate;

vii. That where the dispensary or delivery only dispensary is in close proximity to residential uses, and especially to bedroom windows, it will be limited in hours of operation, or designed or operated, so as to avoid disruption of residents' sleep;

viii. That where the "delivery only" dispensary operator is in close proximity to residential uses it follow the rules set forth in this ordinance and rules set forth in Section 24.11.200 "Home Occupations" on a case by case basis.

ix. That no cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

Such other information deemed necessary to conduct any investigation or background check of the applicant, and for the City Manager to determine compliance with this Chapter, the City's Municipal Code and Zoning Code.

(d) Applications for dispensaries shall be subject to a hearing and must provide public notice of the hearing in accordance with City Ordinance. Applications for delivery only dispensaries shall not be subject to a hearing requirement. The City Manager shall be the investigating official referred to in this Ordinance to whom the application shall be referred. In recommending the granting or denying of such permit and in granting or denying the same, the City Manager shall give particular consideration to the capacity, capitalization, and complaint history of the applicant and any other factors that in the City Manager's discretion he/she deems necessary to the peace, order and welfare of the public. All applicants shall pay an application fee, a permit fee, and all inspection fees that may be required as part of the application process, as specified in the City's Fee Schedule.

(e) At the time of submission of dispensary permit application, the applicant shall pay a dispensary permit application fee. The fee amount shall be set in the City's Fee Schedule.

15-85.3. Onsite Consumption Permit.

(a). An applicant must obtain a secondary onsite consumption permit in order for cannabis to be consumed on the premises of the dispensary.

(b). An onsite consumption permit may be issued at the discretion of the City Manager to a dispensary in good standing following a public hearing conducted according to the requirements of this Ordinance. The City Manager shall take into consideration the operating history and business practices of the applicant, and any other factors that are deemed necessary to promote the peace, order and welfare of the public. An application for an onsite consumption permit may be denied for failure to meet requirements of the City Building Code, City Fire Code, City Planning Code, this Chapter, and/or any violation of State or local law relevant to the operation of dispensaries.

(c). The City Manager shall establish conditions of approval for each onsite consumption permit, including but not limited to a parking plan, ventilation plan, anti-drug driving plan, and set hours of operation. Set hours of operation may only be adjusted by submitting a written request to and obtaining approval from the City Manager's Office.

(d).The permit shall be subject to suspension or revocation in accordance with this Ordinance, and the owner/operator shall be liable for excessive police costs related to enforcement.

(e).The application fee and annual fee for the onsite consumption permit shall be specified in the City's Fee Schedule.

15-85.4. Regulations.

The City Manager shall establish administrative regulations for the permitting of dispensaries and delivery only dispensaries, and may set further standards for operation of dispensaries and delivery only dispensaries. The dispensary shall meet all the operating criteria for the dispensing of medical marijuana required pursuant to State law, the City Manager's administrative regulations, and this Chapter.

15-85.5. Performance and Operating Standards.

The City Manager shall develop and implement performance, operating and shall modify such Guidelines from time to time as required by applicable law and consistent with public health, welfare and safety. Noncompliance of such operating standards shall constitute a breach of the permit issued hereunder and may render such permit suspended or revoked based upon the City Manager's determination.

The following performance standards shall be included in the City Administrative regulations:

(a). The dispensary shall not hold or maintain a license from the State

Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.

(b). Dispensaries and delivery only dispensaries must implement a track and trace program that records the movement of medical cannabis and medical cannabis products in their custody and make these records available to the City Manager upon request.

Section 15-85.6. Regulatory Fees; Seller's Permit.

(a). In addition to the dispensary application fee, the dispensary shall pay an annual regulatory fee at the same as applying for the business tax certificate or renewal thereof. The dispensary shall post a copy of the business tax certificate issued pursuant to this Ordinance together with a copy of the dispensary permit and onsite consumption permit (if applicable) issued pursuant to this Chapter and this ordinance in a conspicuous place in the premises approved as a dispensary at all times.

(b). The State Board of Equalization has determined that medical marijuana transactions are subject to sales tax, regardless of whether the individual or group makes a profit, and those engaging in transactions involving medical marijuana must obtain a seller's permit from the State Board of Equalization.

(c). The fees referenced herein shall be set by the Fee Schedule, as modified from time to time.

15-85.7. Sales.

Retail sales of medical marijuana that violate California law or this Ordinance are expressly prohibited.

15-85.8. Revocation, Suspension and Appeals.

Any decision by the City Manager, except for the suspensions or revocations of permits, shall be final and conclusive, and there shall be no right of appeal to the City Council or any other appellate body.

For suspensions or revocations the City shall follow the procedures set forth in the City Ordinance involving appeals to City Council related to conditional use permits. Such request for appeal must be made in writing within fourteen (14) days of the City Manager's decision. The decision of the City Council shall be final and conclusive.

15-85.9. Prohibited Operations; Nonconforming Uses.

(a). All dispensaries in violation of California Health and Safety Code Section 11326.7, et seq., 11362.5, and this Chapter are expressly prohibited. It is unlawful for any dispensary in the City, or any agent, employee or representative of such dispensary, to permit any breach of peace therein or any disturbance of public order or decorum by any tumultuous, riotous or disorderly conduct on the premises of the dispensary or during the delivery of medical cannabis.

(b). No use which has not been duly permitted under this Ordinance shall be deemed to have been a legally established use under the provisions of the Imperial Planning Code, this Code, or any other local ordinance, rule or regulation, and such use shall not be entitled to claim legal nonconforming status.

(c). Any violations of this Chapter, including administrative regulations authorized by this Chapter, may be subject to administrative citation and other applicable legal, injunctive or equitable remedies.

15-85.10. Liability and Indemnification.

(a). To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Chapter shall not become a personal liability of any public officer or employee of the City.

(b). To the maximum extent permitted by law, the permittees under this Chapter shall defend (with counsel acceptable to the City), indemnify and hold harmless the City of Imperial, the Imperial City Council, and its respective officials, officers, employees, representatives, agents and volunteers (hereafter collectively called City) from any liability, damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings or judgment (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "action") against the City to attack, set aside, void or annul any medical cannabis related approvals and actions and comply with the conditions under which such permit is granted, if any. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys' fees.

(c). Within ten (10) calendar days of the service of the pleadings upon the City of any action as specified in Subsection B. above, the permittee shall execute a letter of agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the letter of agreement shall survive termination, extinguishment or invalidation of the medical cannabis-related approval. Failure to timely execute the letter of agreement does not relieve the applicant of any of the obligations contained in this section or any other requirements or performance or operating standards that may be imposed by the City.

Section 15-85.11. Examination of Books, Records and Witnesses-Penalty.

(a). Permittees must provide the City Manager with access to any licensed dispensary during normal business hours to verify compliance with this Chapter.

(b). Permittees must provide the City Manager with access to any and all financial information regarding the dispensary at any time, as needed to conduct an audit of the permittees under this Chapter to verify tax compliance under this ordinance and/or gross receipts tax requirements.

(c). The City Manager is authorized to examine the books, papers, tax returns and records of any permittee for the purpose of verifying the accuracy of any declaration made, or if no declaration was made, to ascertain the business tax due.

(d). The City Manager is authorized to examine a person under oath, for the purpose of verifying the accuracy of any declaration made, or if no declaration was made, to ascertain the business tax, registration or permit fees due under this Chapter. In order to ascertain the business tax, registration or permit fees due under this Chapter, the City Manager may compel, by administrative subpoena, the production of relevant books, papers and records and the attendance of all persons as parties or witnesses.

(e). Every permittee is directed and required to furnish to the City Manager, the means, facilities and opportunity for making such financial examinations and investigations.

(f). Any permittee refusal to comply with this section shall be deemed a violation of this Chapter, and administrative subpoenas shall be enforced pursuant to applicable law.

Section 3. Article XII.1 of Chapter 15 is hereby enacted to read as follows:

Chapter 15, Article XII.1

MEDICAL CANNABIS CULTIVATION, MANUFACTURING AND OTHER FACILITY
PERMITS

Section 15-85.12.	Findings and Purpose.
Section 15-85.13.	Definitions.
Section 15-85.14	Permit Required.

Section 15.85.15.	Cultivation, Distribution, Testing and Transporting of Medical Cannabis
Section 15.85.16	Manufacturing of Medical Marijuana
Section 15.85.17.	Application for Permit
Section 15.85.18.	Operating and Performance Standards.
Section 15.85.19	Examination of Books, Records, Witnesses-Information Confidential-Penalty
Section 15.85.20	Liability and Indemnification

15-85.12. Findings and Purpose.

(a). The City Council finds that the lack of regulation of medical cannabis facilities other than medical cannabis dispensaries, including unregulated cultivation, manufacturing and processing of medical cannabis in the City could cause impacts to the community. These impacts could include damage to buildings containing indoor medical cannabis cultivation facilities, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and similar crimes, and that many of these impacts could fall disproportionately on residential neighborhoods. These impacts could create an increase in response costs, including code enforcement, building, fire, and police staff time and expenses.

(b). The City Council further finds that the creation of a permitting process implementing public health and safety standards for medical cannabis facilities other than dispensaries will not only improve public health and safety but provide a measure of certainty for legitimate businesses and thus encourage them to situate in Imperial.

(c). The City acknowledges that the voters of the State have provided an exemption to prosecution for the cultivation, possession of cannabis for medical purposes under the Compassionate Use Act (CUA), but that the CUA does not address land use or building code impacts or issues arising from the resulting increase in cannabis cultivation within the City.

(d). The City acknowledges that sales of medical marijuana are subject to taxation by both the City and the State and that the California State Board of Equalization (BOE) is also requiring that businesses engaging in such retail transactions hold a seller's permit.

(e). The primary purpose and intent of this Chapter is to regulate non-dispensary medical cannabis facilities, including the cultivation of medical cannabis, in a manner that protects the public health, safety and welfare of the community, as authorized by the Medical Marijuana Regulation and Safety Act.

15-85.13 Definitions.

The following words or phrases, whenever used in this Chapter, shall be given the following definitions:

(a). "Applicant" as used only in this Chapter shall be any industrial cannabis cultivation, processing, manufacturing facility that applies for a permit required under this Chapter.

(b). "Batch" as used only in this Chapter shall be defined by the City Manager to mean a discrete quantity of dried cannabis produced and sold together.

(c). "Cannabis" or "Marijuana" as used only in this Chapter shall be the same, and as may be amended, as is defined in this Ordinance.

(d). "Cannabis concentrate" as used only in this Chapter shall mean manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency.

(e). "Cannabis Dispensary" as used only in this Chapter shall be the same, and as may be amended, as is defined in this Ordinance and is also referred to herein as "dispensary."

(f). "City Manager" as used only in this Chapter shall mean the City Manager for the City of Imperial and his or her designee.

(g). "Cultivate" as used only in this Chapter shall mean to plant, grow, harvest, dry, cure, grade or trim more than forty-eight (48) ounces of dried cannabis and/or to plant, grow, harvest, dry, cure, grade or trim cannabis in an area greater than ninety-six (96) square feet of total area within one parcel of land.

(h). "Distribute" as used only in this Chapter shall mean the procurement, sale, and transport of medical cannabis and medical cannabis products between State licensed medical cannabis entities.

(i). "Edible cannabis product" as used only in this Chapter shall mean manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum.

(j). "Manufactured cannabis" as used only in this Chapter shall mean raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

(k). "Manufacture" as used only in this Chapter shall mean to produce, prepare, propagate, or compound manufactured medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and

chemical synthesis.

(l). "Medical cannabis collective" as used only in this Chapter shall be the same, and as may be amended, as is defined in Section 5.80.010.

(m). "Medical marijuana" or "Medical cannabis" as used only in this Chapter shall be the same, and as may be amended, as is defined in this ordinance.

(n). "Parcel of land" as used only in this Chapter shall be the same, and as may be amended, as is defined in this Ordinance.

(o). "Permittees" as used only in this Chapter are individuals or businesses that have obtained a permit under this Chapter to cultivate, distribute, manufacture, test or transport.

(p). "Primary caregiver" as used only in this Chapter shall be the same, and as may be amended, as is defined in this Ordinance.

(q). "Qualified patient" as used only in this Chapter shall be the same, and as may be amended, as is defined in this Ordinance.

(r). "Testing" as used only in this Chapter shall mean the conducting of analytical testing of cannabis, cannabis-derived products, hemp, or hemp-derived products.

(s). "Topical cannabis" as used only in this Chapter shall mean a product intended for external use such as with cannabis-enriched lotions, balms and salves.

(t). "Transport" as used only in this Chapter means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity, as defined by State law.

(u). "Transporter" as used only in this Chapter means a person licensed to transport medical cannabis or medical cannabis products between State licensed medical cannabis facilities.

(v). "Volatile solvents" as used only in this Chapter shall mean those solvents used in the cannabis manufacturing process determined to be volatile by the California Department of Public Health or Imperial Fire Department.

15-85.14. Permit Required.

(a). Except for hospitals and research facilities that obtain written permission for cannabis cultivation under federal law, it is unlawful to cultivate, distribute, manufacture, test or transport without a valid business permit issued pursuant to the provisions of this Chapter. Possession of other types of State or City permits or licenses does not exempt an applicant from the requirement of obtaining a permit under this Chapter.

(b).The City Manager shall issue, as detailed below, special business permits for medical cannabis cultivation, distributing, manufacturing, testing and transporting. All applicants shall pay any necessary fees including without limitation application fees, inspection fees and regulatory fees that may be required hereunder.

(c). All cultivation, distribution, manufacturing, testing and transporting permits shall be special business permits and shall be issued for a term of one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with our without cause by the City Manager subject to this ordinance.

(d). Cultivation, distribution, manufacturing, testing, and transporting permits shall only be granted to entities operating legally according to State law.

(e). More than one medical cannabis operator may situate on a single parcel of land, however, each operator will be required to obtain a permit for their applicable permit category.

(f). No proposed use under this Chapter shall be located within a 600-foot radius of any public or private school providing instruction in kindergarten or grades 1 to 12, inclusive (but not including any private school in which education is primarily conducted in private homes) nor situate in an area near "daycare facilities" unless the City Manager in his/her discretion determines that the location will not impact the peace, order and welfare of the public.

15-85.15. Cultivation, Distribution, Testing and Transporting of Medical Marijuana.

(a). Proposed cultivation, distribution, testing or transporting locations shall be in areas where "light manufacturing industrial," "research and development," or their equivalent use, is permitted by right under the Imperial Planning Code, as may be amended; provided, however, that no vested or other right shall inure to the benefit of any cultivation, distribution, testing or transporting facility permittee.

(b). The aforementioned location restrictions shall not apply to existing dispensary cultivation facilities located at a retail location if the City Manager

in his/her discretion determines that the location will not impact the peace, order and welfare of the public.

(c).The maximum size of any areas of cultivation shall not exceed any limitations or restrictions set forth in State law.

15-85.16. Manufacturing of Medical Marijuana.

(a). Proposed locations for manufacturing of medical cannabis products using nonvolatile solvents shall be in areas where "custom manufacturing industrial," or its equivalent use, is permitted by right under the Imperial Planning Code, as may be amended, or in residential zones if the manufacturing is compliant with the restrictions imposed on cottage food operators under the California Homemade Food Act, Chapter 6.1 (commencing with Section 51035) of Part 1 of Division 1 of Title 5 of the Government Code.

(b). Proposed locations for manufacturing of medical cannabis products using volatile solvents shall be in areas where C-2, or its equivalent use, is permitted by right pursuant to the acquisition of a Conditional Use Permit or other designations under the Imperial Zoning code, as may be amended.

15-85.17 Application for Permit.

(a). All applicants shall pay an application fee as specified in the Fee Schedule.

(b). All applicants shall submit written information to the City Manager that shall include, as applicable, plans for security, odor mitigation, waste disposal, pest management, product testing, worker safety and compensation, local hiring, non-diversion of product, facility location, capitalization, business plans, applicant complaint history, criminal background checks, plan for minimizing environmental impacts, compliance with City building and fire codes, and any additional information deemed necessary by the City Manager. The City Manager may design application forms specific to each permitted category and require inspections of proposed facilities before issuing a permit under this Chapter.

(c). The City Manager shall establish criteria for minimizing the carbon footprint, environmental impact and resource needs of permitted facilities. Applicants that demonstrate they can satisfy the environmental criteria, such as cultivators seeking to operate greenhouse facilities, will be given preference in the processing of their application.

(d). All applicants shall demonstrate compliance with State law, during the course of the permit application procedure described under this section, prior to issuing any permit, and upon the issuance of a permit, thereafter.

15-85.18. Operating and Performance Standards.

(a). Facilities permitted under this Chapter shall not be open to the public. The City Manager shall establish operating and performance standards for permittees. The intent of these operating and performance standards is to minimize any negative effects and enhance the benefits of permitted facilities on the surrounding community.

(b). The following standards shall be included in the City Manager's regulations:

No cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

Permitted facilities must install security cameras capable of documenting activity inside and outside the facility, as determined by the Imperial Police Department. Permitted facilities must implement a track and trace program that records the movement of medical cannabis and medical cannabis products in their custody and make these records available to the City Manager upon request. Noncompliance of such operating standards shall constitute a breach of the permit issued hereunder and may render such permit suspended or revoked based upon the City Manager's determination.

15-85.19 Examination of Books, Records, Witnesses-Information Confidential-Penalty

(a). The City Manager shall be provided access to any licensed medical cannabis cultivation, manufacturing, and other facility during normal business hours to verify compliance with this Chapter.

(b). The City Manager shall be provided access to any and all financial information at any time, as needed to conduct an audit of the permittees under this Chapter to verify tax compliance under this Ordinance and/or gross receipts tax requirements.

(c). The City Manager is authorized to examine the books, papers, tax returns and records of any permittee for the purpose of verifying the accuracy of any declaration made, or if no declaration was made, to ascertain the business tax due.

The City Manager is authorized to examine a person under oath, for the purpose of verifying the accuracy of any declaration made, or if no declaration was made, to ascertain the business tax, registration or permit fees due under this Chapter. In order to ascertain the business tax, registration or permit fees due under this Chapter, the City Manager may compel, by administrative subpoena, the production of relevant books, papers and records and the attendance of all persons as parties or witnesses.

(d). Every permittee is directed and required to furnish to the City Manager, the means, facilities and opportunity for making such financial

examinations and investigations.

(e). Any permittee refusal to comply with this Section shall be deemed a violation of this Chapter, and administrative subpoenas shall be enforced pursuant to applicable law.

15-85.20. Liability and Indemnification.

(a). To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Chapter shall not become a personal liability of any public officer or employee of the City.

(b). To the maximum extent permitted by law, the permittees under this Chapter shall defend (with counsel acceptable to the City), indemnify and hold harmless the City of Imperial, the Imperial City Council, and its respective officials, officers, employees, representatives, agents and volunteers (hereafter collectively called "City") from any liability, damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings, or judgment (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "action") against the City to attack, set aside, void or annul, any medical cannabis-related approvals and actions and strictly comply with the conditions under which such permit is granted, if any. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys' fees.

(c). Within ten (10) calendar days of the service of the pleadings upon the City of any action as specified in Subsection (b) above, the permittee shall execute a letter of agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the letter of agreement shall survive termination, extinguishment or invalidation of the medical cannabis-related approval. Failure to timely execute the letter of agreement does not relieve the applicant of any of the obligations contained in this section or any other requirements or performance or operating standards that may be imposed by the City.

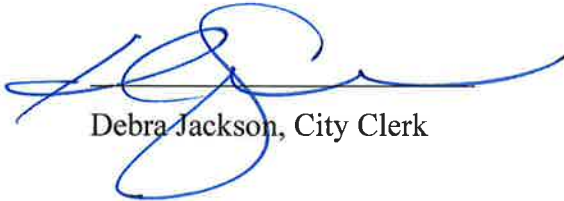
Section 4: Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 3rd day of January, 2018.



Geoff Dale, Mayor

ATTEST:



Debra Jackson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)ss
CITY OF IMPERIAL)

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 795 had its 1st reading on December 20, 2017 and was passed by the following roll call vote:

AYES: DALE, PECHTL, AND TUCKER
NOES: AMPARANO AND SAMPSON
ABSENT: NONE
ABSTAIN: NONE MOTION CARRIED 3-2

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 795 had its 2nd reading on January 3, 2018 and was passed by the following roll call vote:

AYES: PECHTL, TUCKER, AND DALE
NOES: AMPARANO AND SAMPSON
ABSENT: NONE
ABSTAIN: NONE MOTION CARRIED 3-2



DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

DATE SUBMITTED January 10, 2020
 SUBMITTED BY L. Gutierrez
 DATE ACTION REQUIRED January 15, 2020

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

SUCCESSOR AGENCY BOARD AGENDA ITEM

SUBJECT: **DISCUSSION/ACTION: REVIEW AND APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR FISCAL YEAR 20/21.**

Review and approve the ROPS for the period of July 1, 2020 through June 30, 2021 for submittal to the DOF (Department of Finance).

DEPARTMENT INVOLVED: Administrative Services Department

BACKGROUND/SUMMARY:

On January 8, 2020 the County Oversight Board approved the attached ROPS schedule for the period of July 1, 2020 through June 30, 2021. The report is due to the Department of Finance by February 1, 2020. The schedule is required to list all of a redevelopment agency's monetary obligations that are "enforceable" within the meaning of the Dissolution Act and must include, for each obligation:

- a. The project name associated with the obligation;
- b. The payee;
- c. A short description of the nature of the work, product, service, facility or other items of value for which payment is to be made;
- d. The amount of payment obligated to be made, by month; and
- e. The funding source for the obligation.

The Successor Agency may only pay the obligations listed on the ROPS.

FISCAL IMPACT: ROPS Schedule is attached.

F.O. INITIALS JS

STAFF RECOMMENDATION:

Approval of the attached ROPS 20-21.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period

Successor Agency: Imperial

County: Imperial

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	20-21A Total (July - December)	20-21B Total (January - June)	ROPS 20-21 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 100,000	\$ 283,172	\$ 383,172
B Bond Proceeds	100,000	283,172	383,172
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,219,353	\$ 468,053	\$ 1,687,406
F RPTTF	1,094,353	343,053	1,437,406
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 1,319,353	\$ 751,225	\$ 2,070,578

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Imperial
Recognized Obligation Payment Schedule (ROPS 20-21) - ROPS Detail
July 1, 2020 through June 30, 2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)					20-21A Total	ROPS 20-21B (Jan - Jun)					20-21B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$19,094,572		\$2,070,578	\$100,000	\$-	\$-	\$1,094,353	\$125,000	\$1,319,353	\$283,172	\$-	\$-	\$343,053	\$125,000	\$751,225
3	Successor Agency Admin Fee	Admin Costs	09/17/2013	06/30/2015	City of Imperial Successor Agency	Per Section 34171 (b)		250,000	N	\$250,000	-	-	-	-	125,000	\$125,000	-	-	-	-	125,000	\$125,000
6	North Imperial Avenue Senior Apartments	Bond Funded Project - Pre-2011	03/27/2013	12/31/2015	EAH Housing Corporation	Bonds issued to fund projects Low Moderate Funds		383,172	N	\$383,172	100,000	-	-	-	-	\$100,000	283,172	-	-	-	-	\$283,172
30	2016 Series (A) Refunding Bonds	Bonds Issued On or Before 12/31/10	05/25/2016	12/01/2036	Wells Fargo Bank, N.A.	Refunding of Bonds		5,165,000	N	\$407,550	-	-	-	317,400	-	\$317,400	-	-	-	90,150	-	\$90,150
31	2016 Series (B) Refunding Bonds	Bonds Issued On or Before 12/31/10	05/25/2016	12/01/2037	Wells Fargo Bank, N.A.	Refunding of Bonds		13,270,000	N	\$1,003,456	-	-	-	776,953	-	\$776,953	-	-	-	226,503	-	\$226,503
32	2016 Series (A) Refunding Bonds	Fees	05/25/2016	12/01/2036	Wells Fargo Bank, N.A.	Bond Trustee Fees		4,500	N	\$4,500	-	-	-	-	-	\$-	-	-	-	4,500	-	\$4,500
33	2016 Series (B) Refunding Bonds	Fees	05/25/2016	12/01/2037	Wells Fargo Bank, N.A.	Bond Trustee Fees		4,500	N	\$4,500	-	-	-	-	-	\$-	-	-	-	4,500	-	\$4,500
34	2016 Series (A) Refunding Bonds	Fees	05/25/2016	12/01/2036	Urban Futures, Inc	Bond Continuing Disclosure Annual Report		3,700	N	\$3,700	-	-	-	-	-	\$-	-	-	-	3,700	-	\$3,700
35	2016 Series (B) Refunding Bonds	Fees	05/25/2016	12/01/2037	Urban Futures, Inc	Bond Continuing Disclosure Annual Report		3,700	N	\$3,700	-	-	-	-	-	\$-	-	-	-	3,700	-	\$3,700
37	6th Street Apartments	Bond Funded Project - Housing	07/01/2017	06/30/2018	City of Imperial Successor Agency	Improvements/renovation to property		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
39	Property Appraisal(s)	Miscellaneous	01/04/2021	06/30/2021	Apprasial Company	To update the Property Value	All Successor	10,000	N	\$10,000	-	-	-	-	-	\$-	-	-	-	10,000	-	\$10,000