

**AGENDA
REGULAR MEETING OF THE
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
APRIL 4, 2018
7:00 PM**

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 OPEN SESSION AT 7:00 PM

**ROLL CALL
PLEDGE OF ALLEGIANCE
ADJUSTMENTS TO THIS AGENDA**

B. PUBLIC APPEARANCES:

B-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.

B-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.

C. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

C-1. PROCLAMATION – DECLARING APRIL AS AUTISM AWARENESS MONTH AND APRIL 2, 2018 AS WORLD AUTISM AWARENESS DAY IN THE CITY OF IMPERIAL presented to Autism Support of Imperial County

D. 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**.

- D-1.** Approval of claims/warrants report.
- D-2.** Approval to waive reading in full and adopt Ordinance No. 797, An Ordinance of the City of Imperial Amending the Imperial City Code to Change the Zoning Designation of a Specified Property Formerly Owned by State of California Department of Transportation from R-1 Single Family to C-2 General Commercial.
- D-3.** Approval to waive reading in full and adopt Ordinance No. 798, An Ordinance of the City of Imperial

Amending the Imperial City Code to Change the Zoning Designation of the Victoria Ranch Subdivision Specific Plan Unit 6A from MF-Multifamily Dwelling to Planned Unit Development R-1 Single Family Residential.

- D-4.** Approval to waive reading in full and adopt Ordinance No. 799, An Ordinance of the City of Imperial Amending the Imperial Municipal Code to Allow for Sales and Discharge of Safe and Sane Fireworks During Specified Periods of Time.
- D-5** Approval of Minutes for Regular Meetings of February 21, 2018 and March 7, 2018 and Special Meeting of February 21, 2018.

E. NEW BUSINESS: (DISCUSSION/ACTION – APPROVE-DISAPPROVE)

- E-1. SUBJECT: DISCUSSION/ACTION: STREET AND SIDEWALK IMPROVEMENT
PROJECT 15-CDBG-10577, BID #2018-02**

1. AWARD BID TO PYRAMID CONSTRUCTION & AGGREGATES, INC. IN THE AMOUNT OF \$976,642.35.

- E-2. SUBJECT: DISCUSSION/ACTION: IMPERIAL TRANSIT PARK, FEDERAL AID
PROJECT CA04-244.**

1. AUTHORIZATION TO SEEK BIDS

- E-3. SUBJECT: DISCUSSION/ACTION: AGREEMENT FOR SERVICES BETWEEN THE
CITY OF IMPERIAL AND HDL COMPANIES**

1. APPROVAL OF AGREEMENT FOR SALES AND USE TAX SERVICES BETWEEN HDL COMPANIES AND CITY OF IMPERIAL
2. APPROVAL OF AMENDMENT TO THE AGREEMENT BETWEEN HDL COMPANIES AND CITY OF IMPERIAL FOR CANNABIS MANAGEMENT SERVICES

- E-4. SUBJECT: DISCUSSION/ACTION: ICMA DEFERRED COMPENSATION LOAN
PROGRAM.**

1. APPROVE RESOLUTION NO. 2018-10, A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL AMENDING THE CITY OF IMPERIAL ICMA 457 DEFERRED COMPENSATION PLAN TO PERMIT LOANS

- E-5. SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF DIRECTOR OF
INFORMATION TECHNOLOGY.**

1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND ALEJANDRO ESTRADA FOR DIRECTOR OF INFORMATION TECHNOLOGY SERVICES
2. APPOINTMENT OF ALEJANDRO ESTRADA TO DIRECTOR OF INFORMATION TECHNOLOGY FOR THE CITY OF IMPERIAL

- E-6 SUBJECT: DISCUSSION/ACTION: CITY REPRESENTATION AT THE SOUTHERN
CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL
CONFERENCE & GENERAL ASSEMBLY TO BE HELD MAY 3 – 4, 2018, IN
INDIAN WELLS, CALIFORNIA.**

1. APPOINTMENT OF DELEGATE AND ALTERNATE FOR CITY REPRESENTATION AT THE REGIONAL CONFERENCE & ASSEMBLY.

**E-7. SUBJECT: DISCUSSION/ACTION: DECLARE EQUIPMENT AS SURPLUS AND
AUTHORIZE DISPOSAL**

1. DECLARE MODEL JT9 DITCH WITCH AS SURPLUS PROPERTY AND AUTHORIZE DISPOSAL

F. REPORTS:

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

F-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

F-3. SUBJECT: CITY MANAGER REPORT.

**ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING,
WEDNESDAY, APRIL 18, 2018 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.

**PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL
HONORING
AUTISM AWARENESS MONTH APRIL 2018
WORLD AUTISM AWARENESS DAY APRIL 2, 2018**

WHEREAS, autism is the result of a neurological disorder that affects the normal functioning of the human brain, and can affect anyone, regardless of race, ethnicity, gender, or socioeconomic background; and

WHEREAS, symptoms and characteristics of autism may present themselves in a variety of combinations and can result in significant lifelong impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal as well as nonverbal communication; and

WHEREAS, more children are being diagnosed on the Autism Spectrum resulting in rates as high as one (1) in sixty eight (68) children nationally, in which five (5) of every six (6) children are boys, the effort to address autism continues, doctors, therapists, and educators can help persons with autism overcome or adjust to its challenges and provide early, accurate diagnosis and the resulting appropriate education intervention, and therapy that are vital to future growth and development; and

WHEREAS, the County of Imperial proudly supports the annual observance of Autism Awareness Month and World Autism Awareness Day in the hope that it will lead to a better understanding of the Autism Spectrum Disorder, celebrating the work of advocates, professionals and family members, and all who work to build a brighter tomorrow alongside those with autism.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Imperial hereby proclaims April 2018 as Autism Awareness Month and April 2, 2018 as World Autism Awareness Day in the City of Imperial, to raise public awareness and acceptance of autism and the myriad of issues surrounding the disorder, as well as to increase knowledge of the programs that have been and are being developed to support individuals with autism and their families.

PROCLAIMED this 4th day of April, 2018.

***Geoff Dale, Mayor
Imperial City Council***

Check Register Report

Date: 03/29/2018

Time: 5:31 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							
81025	03/19/2018	Printed		001	ATS LABS, INC.		4,725.00
81026	03/19/2018	Printed		002	AFLAC		1,010.39
81027	03/19/2018	Printed		023	AIRWAVE COMMUNICATIONS		342.50
81028	03/19/2018	Printed		6156	ALEXES ROMERO		108.69
81029	03/19/2018	Printed		147	ALLSTATE INSURANCE		133.00
81030	03/19/2018	Printed		6163	ANDREA JURADO		138.40
81031	03/19/2018	Printed		656	AQUA METRIC		34,815.32
81032	03/19/2018	Printed		1009	ARCTIC AIR		425.00
81033	03/19/2018	Printed		2559	ARGELIA M GADDIS		178.94
81034	03/19/2018	Printed		1066	AT&T		1,786.73
81035	03/19/2018	Printed		1851	AT&T LONG DISTANCE		119.29
81036	03/19/2018	Printed		674	BRENNTAG		5,228.90
81037	03/19/2018	Printed		613	CALIFORNIA CONTRACTORS		1,343.89
81038	03/19/2018	Printed		455	CALIFORNIA STATE DISBURSEMENT		1,080.44
81039	03/19/2018	Printed		6161	CARLOS SALORIO		55.93
81040	03/19/2018	Printed		4085	CENTRAL VALLEY TOXICOLOGY		76.00
81041	03/19/2018	Printed		3029	CLAIREMONT EQUIPMENT		8,331.20
81042	03/19/2018	Printed		096	COLONIAL LIFE & ACCIDENT		854.89
81043	03/19/2018	Printed		663	CONTROL SYSTEMS ENGINEERING		1,008.87
81044	03/19/2018	Printed		1744	CONVEYOR GROUP		13,231.25
81045	03/19/2018	Printed		514	CORE & MAIN LP		107.94
81046	03/19/2018	Printed		3403	DANIELS TIRE CORPORATE ADMIN		168.09
81047	03/19/2018	Printed		1302	DAVID TURCH & ASSOCIATES		5,000.00
81048	03/19/2018	Printed		1623	DENNIS H. MORITA APC		10,162.50
81049	03/19/2018	Printed		569	DESERT VETERINARY GROUP		54.00
81050	03/19/2018	Printed		2752	DUFLOCK & ASSOCIATES		154.82
81052	03/19/2018	Printed		164	ELMS EQUIPMENT RENTAL, INC.		950.26
81053	03/19/2018	Printed		2059	ESTRADA SYSTEMS GROUP, INC.		7,383.98
81054	03/19/2018	Printed		5134	FORENSIC DRUG TESTING SERVICES		143.75
81055	03/19/2018	Printed		314	FRANCHISE TAX BOARD		157.18
81056	03/19/2018	Printed		4027	GOLDEN BEAR DEVELOPMENT, LLC		127.75
81057	03/19/2018	Printed		896	GROSSMAN PSYCHOLOGICAL		300.00
81058	03/19/2018	Printed		117	HAAKER EQUIPMENT COMPANY		341.25
81059	03/19/2018	Printed		6166	HUNG JOO PARK		85.24
81060	03/19/2018	Printed		1190	ICMARC		1,742.64
81061	03/19/2018	Printed		120	IMPERIAL COUNTY FIRE DEPT.		78,188.49
81062	03/19/2018	Printed		1403	IMPERIAL COUNTY SHERIFF'S OFFI		676.74
81063	03/19/2018	Printed		028	IMPERIAL IRRIGATION DISTRICT		33,119.76
81064	03/19/2018	Printed		4264	IMPERIAL IRRIGATION DISTRICT		7,392.00
81065	03/19/2018	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		520.00
81066	03/19/2018	Printed		221	IMPERIAL PRINTERS		27.48
81067	03/19/2018	Printed		122	IMPERIAL STORES		49.32
81068	03/19/2018	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		335.35
81069	03/19/2018	Printed		2099	IMPERIAL VALLEY OCCUPATIONAL M		378.90
81070	03/19/2018	Printed		5033	INFO SEND INC.		3,576.44
81071	03/19/2018	Printed		320	INTERNAL REVENUE SERVICE		50.00
81073	03/19/2018	Printed		6158	JOSE DELGADO		30.16
81074	03/19/2018	Printed		2901	KIMBALL MIDWEST		104.60
81075	03/19/2018	Printed		1996	LEE TIRE CO.		2,020.94
81076	03/19/2018	Printed		2673	LEGALSHIELD		31.90

TY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
1077	03/19/2018	Printed		696	LEONARD BARRA		419.50
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1079	03/19/2018	Printed		401	LOWE'S		123.75
1080	03/19/2018	Printed		6159	LUCIA GONZALEZ		17.28
1082	03/19/2018	Printed		3998	NAPA		573.59
1083	03/19/2018	Printed		079	ONE SOURCE DISTRIBUTORS		1,361.15
1084	03/19/2018	Printed		5177	ORANGE COMMERCIAL CREDIT		750.00
1085	03/19/2018	Printed		6157	OSCAR GUARDADO		93.70
1086	03/19/2018	Printed		081	PETTY CASH		1.00
1087	03/19/2018	Printed		3179	PITNEY BOWES		602.64
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1091	03/19/2018	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		86.20
1092	03/19/2018	Printed		1637	ROMEO'S CAR WASH		99.00
1093	03/19/2018	Printed		6160	ROSA MERAZ		20.62
1094	03/19/2018	Printed		801	RUBEN MIRELES		1,760.00
1095	03/19/2018	Printed		979	SELLERS PETROLEUM		5,841.89
1096	03/19/2018	Printed		5706	SHI INTERNATIONAL CORP		939.69
1097	03/19/2018	Printed		1367	SHRED-IT		54.99
1098	03/19/2018	Printed		2365	SPARKLETT'S		286.51
1099	03/19/2018	Printed		091	STAPLES CREDIT PLAN		1,151.50
1100	03/19/2018	Printed		104	TEAMSTERS, LOCAL 542		1,325.60
1101	03/19/2018	Printed		095	TERMINIX OF IMPERIAL VALLEY		710.00
1102	03/19/2018	Printed		957	THE SOCO GROUP, INC		2,046.93
1103	03/19/2018	Printed		4024	TORI ROLLINS		116.29
1104	03/19/2018	Printed		1934	TYLER TECHNOLOGIES, INC.		2,515.25
1105	03/19/2018	Printed		275	UNDERGROUND SERVICE		46.30
1106	03/19/2018	Printed		ALERT OF 944	UNITED WAY OF IMPERIAL COUNTY		7.00
1107	03/19/2018	Printed		6164	USE TAX ADMINISTRATION	SECTION	266.00
1108	03/19/2018	Printed		611	VERIZON WIRELESS		574.86
1109	03/19/2018	Printed		6165	VERONICA OCHOA		3.06
1110	03/19/2018	Printed		4572	VEXER ENGINEERING		4,290.00
1111	03/19/2018	Printed		1568	WEBB AND ASSOCIATES		11,825.40
1112	03/19/2018	Printed		1132	WELLS FARGO BANK MN, N.A.		352,642.96
1113	03/19/2018	Printed		1968	WESTAIR GASES & EQUIPMENT		112.75
1114	03/19/2018	Printed		487	XPRESS LUBE		110.44
				Total Checks: 87		Checks Total (excluding void checks):	626,279.46
				Total Payments: 87		Bank Total (excluding void checks):	626,279.46
				Total Payments: 87		Grand Total (excluding void checks):	626,279.46

DATE SUBMITTED 3/26/2018
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 4/4/2018

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ZONE CHANGE FROM R-1(RESIDENTIAL SINGLE FAMILY) TO C-2 (COMMERCIAL GENERAL) AT HWY 86 PARCEL EAST OF NORTH IMPERIAL AVENUE, NORTH OF 15TH STREET.

1. 2nd READING BY TITLE ONLY OF ORD. NO. 797 APPROVING THE ZONE CHANGE FROM R-1(RESIDENTIAL SINGLE FAMILY) TO C-2(COMMERCIAL GENERAL).

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City of Imperial recently acquired "excess land" from the State of California-Department of Transportation. The envisioned zoning for this newly acquired land is R-1 (Residential Single Family), in 2014 a "Highest and Best Use" analysis was done for the location and the analysis determined that the best physical use of the land would be for Commercial Developments (please see attached analysis). The land is currently vacant and is 3.78 acres in size. There are no specific projects proposed with this application at the time. Any future developments will be reviewed internally prior to any form of construction. This zone change was initiated by City staff in efforts to attract developments that will help benefit the citizens and evolution of the City from an "Economic Development" standpoint. Staff has determined the proposed zone change from R-1 to C-2 designation would be consistent with the location of the parcel (HWY 86), the surrounding environment, developments and the future growth envisioned for that area.

Planning Commission recommended the zone change to City Council on January.10.2018.
 City Council Conducted the 1st Reading of the Zone Change Ordinance on March.7.2018.

Please see attachments.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS



STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 797.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

ORDINANCE NO. 797

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION OF A SPECIFIED PROPERTY FORMERLY OWNED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FROM R-1 SINGLE FAMILY TO C-2 GENERAL COMMERCIAL

Pursuant to Section 24.19.600 et seq. of Chapter 24 of the Imperial Municipal Code, the City Council of the City of Imperial, State of California, does hereby ordain as follows:

SECTION 1: The “Official Zoning Map” of the City of Imperial, Imperial County, adopted at Section 24.01.140B of Chapter 24 of the Imperial City Code is hereby amended pursuant to Section 24.19.600 et seq. as set forth in this ordinance.

SECTION 2: The property affected by this ordinance is formerly known as Department of Transportation Number DD1999-01-01 located north of 15th Street, west of Highway 86 and east of Imperial Avenue and is described in Exhibit A.

SECTION 3: The new zone for said property is hereby changed from R-1 Single Family Residential to C-2 General Commercial.

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 4th day of April, 2018.

Geoff Dale, Mayor of the City of Imperial

ATTEST:

Debra Jackson, City Clerk

EXHIBIT A

THAT PORTION of real property in the City of Imperial, T. 15 S., R. 14 E., S.B.M. conveyed to the State of California by deed recorded February 24, 1945, as Book 638, Page 2, in the Office of the County Recorder of Imperial County;

TOGETHER WITH all right, title and interest in that portion of that real property in the City of Imperial, T. 15 S., R. 14 E., S.B.M. according to Government Survey thereof conveyed to the State of California by deed recorded July 17, 1941, Book 571, Page 548, in the Office of the County Recorder of Imperial County;

TOGETHER WITH that portion of that real property in the City of Imperial, T. 15 S., R. 14 E., S.B.M. according to Government Survey thereof conveyed to the State of California by deed recorded April 16, 1948, as Book 704, Page 163, in the Office of the County Recorder of Imperial County;

All lying westerly of the following described line:

BEGINNING at the southwest corner of Tract 133, T. 15 S., R. 14 E., S.B.M., said point bears S.00°22'46"E., 2654.16 feet from the northwest corner of said tract;

- Thence (1) S.89°35'42"E., 185.06 feet along the south line of said Tract 133;
- Thence (2) N.00°22'46"W., 41.97 feet;
- Thence (3) N.89°35'42"E., 13.47 feet to the beginning of a non-tangent 4930.69 foot radius curve concave southwesterly, a radial to which bears N.86°51'26"E.
- Thence (4) northerly along said curve, through a central angle of 09°14'31", an arc distance of 795.32 feet;
- Thence (5) N.12°23'05"W., 752.80 feet to the beginning of a 5070.92 foot radius curve concave northeasterly;
- Thence (6) northerly along said curve through a central angle of 04°15'31", an arc distance of 376.91 feet to a point on the westerly right of way line of State Highway 11-IMP-86 according to Record of Survey 12-67 on file in the office of the County Recorder of Imperial County, and also being the **POINT OF TERMINUS.**

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Multiply all distances in the above description by 0.99999605 to obtain ground level distances.

(Caltrans Number: DD1999-01-01)

DATE SUBMITTED 3/26/2018
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 4/4/2018

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING (X)
 CITY CLERK'S INITIALS 42

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ZONE CHANGE AND SPECIFIC PLAN AMENDMENT FROM VR-MF (MULTIFAMILY DWELLING) TO A PLANNED UNIT DEVELOPMENT (P.U.D) FOR 113 R-1 (SINGLE FAMILY RESIDENTIAL) HOMES FOR VICTORIA RANCH SUBDIVISION UNIT 6A FOR APN: 044-220-094 LEGALLY KNOWN AS: BLK 1 VICTORIA RANCH SUB UNIT NO 3C CITY OF IMPERIAL 11.68AC.

1. 2nd READING BY TITLE ONLY OF ORD. NO. 798 APPROVING THE ZONE CHANGE AND SPECIFIC PLAN AMENDMENT FROM VR-MF (MULTIFAMILY DWELLING) TO P.U.D (PLANNED UNIT DEVELOPMENT) SINGLE FAMILY RESIDENTIAL.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Victoria Homes Inc. (applicant) is requesting a Zone Change, General Plan Amendment and Tentative Tract Map for the proposed Unit 6A. The parcel in question is currently zoned VR-MF (Multifamily Dwelling) is 507,836 sqft./11.68 acres in size and the parcel is currently vacant. The parcel was previously proposed to be 405 Multifamily Dwelling units (apartments) when the original plans were approved in 2005. The applicant is requesting a Zone Change and Specific Plan Amendment to allow for a "Planned Unit Development" for 113 R-1 Single Family Residential homes. The proposed use is a decrease in density and consistent with the current and proposed (future) surrounding land uses envisioned for that area.

- o Planning Commission recommended this item for approval to City Council on February 14, 2018.
- o City Council conducted a 1st Reading for the proposed Zone Change and Specific Plan Amendment on March.7.2018.
- o The Tentative Map and Conditions of Approval for Victoria Ranch Unit 6A-Planned Unit Development were approved on March.7.2018 by City Council.

Please see attachments.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN SERVICES SIGN INITIALS 1/8

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance _____.

DEPT. INITIALS OM

MANAGER'S RECOMMENDATION:

CITY MANAGER'S INITIALS 81

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()
 DISAPPROVED ()

REJECTED ()
 DEFERRED ()

REFERRED TO:

ORDINANCE NO. 798

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION OF THE VICTORIA RANCH SUBDIVISION UNIT 6A SUBDIVISION FROM R-A RESIDENTIAL APARTMENTS TO PLANNED UNIT DEVELOPMENT R-1 SINGLE FAMILY RESIDENTIAL

Pursuant to Section 24.19.600 et al, the City Council of the City of Imperial, State of California, does hereby ordain as follows:

SECTION 1: The “Official Zoning Map” of the City of Imperial, Imperial County, adopted at Section 24.01.140 of Chapter 24 of the Imperial City Code is hereby conditionally amended pursuant to Section 24.19.600, et seq. as set forth in this ordinance.

SECTION 2: The property affected by this ordinance is shown in Exhibit A, located approximately on the northeast corner of Aten Road and the future Legakes Road-more specifically known as APN: 044-220-094.

SECTION 3: The new zone for said property is hereby changed from R-1 Single Family Residential to Planned Unit Development.

SECTION 4: Section 24.09.270 of Chapter 24 of the Imperial Municipal Code is hereby amended to read as follows:

Section 24.09.270 Planned Unit Development (Victoria Ranch Subdivision Unit 6A) Property Development Standards

The following property development standards shall apply to all land and structures within the Victoria Ranch Unit 6A Planned Unit Development. No further subdivisions or lot line adjustments shall be allowed.

Development Standards

Requirements

Front Yard Setback

Living Area/House	10' minimum
Covered Porch	5' minimum
Garage	15' minimum

Rear Yard Setback

Living Area	10' minimum
Porches/Patios	5' minimum*
Side Yard Setback	5' minimum*

Street Side Yard Setback	10' minimum
Driveway Curb-Cuts	20' maximum
Distance between structures	5' minimum*

*Architectural features as such as chimneys, pilasters, etc. may project into these required setbacks subject to the approval of the Building and Fire Department.

Front Yard Setback - for the purposes of this Planned Unit Development, the front yard setback shall be measured from the property line

Rear Yard Setback - for the purposes of this Planned Unit Development, the rear yard setback shall be measured from the rear property line.

- B. All mechanical equipment and air conditioning equipment shall be installed a minimum of five feet (5') from any property line.
- C. All ducts, vents, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, shall be screened with materials architecturally compatible with the main structure. Screening details shall be shown on the plans submitted for issuance of building permits, the adequacy of which shall be determined by the Planning Director.

SECTION 5: 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 4th day of April 2018.

Geoff Dale, Mayor

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED 03/27/2018
SUBMITTED BY _____
DATE ACTION REQUIRED 04/04/2018

Agenda Item No **P-4**
CITY COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS **DP**

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL TO WAIVE READING IN FULL AND ADOPT ORDINANCE 799, AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL MUNICIPAL CODE TO ALLOW FOR SALES AND DISCHARGE OF SAFE AND SANE FIREWORKS DURING SPECIFIED PERIODS OF TIME.

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

At the meeting of March 21, 2018 Council discussed and approved the 1st reading by title only of Ordinance 799. The ordinance amends chapters eight and twelve of the Municipal Code to allow for the sale and discharge of safe and sane fireworks within Imperial city limits. A summary of the ordinance was prepared for publication as directed. Said summary was published in the IV Press on Thursday, March 29, 2018.

FISCAL IMPACT:

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

ORDINANCE NO. 799

**AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING CHAPTERS 8
AND 12 OF THE IMPERIAL MUNICIPAL CODE TO ALLOW FOR SALES
AND DISCHARGE OF SAFE AND SANE FIREWORKS DURING SPECIFIED
PERIODS OF TIME**

THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 8-2 OF Article II of Chapter 8 of the Imperial Municipal Code is hereby amended to read as follows:

Section 8-2. Prohibited Generally. It shall be unlawful for any person in the City to burn any brush, grass, weeds paper or other rubbish or material or vegetation of any kind whatsoever, or to make, build or burn any material within any street, alley, park, private property or place in the City.

SECTION 2: Sections 8-30 through 8-51 of Article V of Chapter 8 of the Imperial Municipal Code are hereby enacted to read as follows:

ARTICLE V

FIREWORKS

Section 8-30. Purpose and Authority.

Section 8-31. Title.

Section 8-32. Administration.

Section 8-33. Definitions.

Section 8-34. Fireworks unlawful

Section 8-35. Permits for public fireworks displays.

Section 8-36. Application fee for public fireworks displays.

Section 8-37. Defense and indemnity of City.

Section 8-38. Liability insurance.

Section 8-39. Discharge of safe and sane fireworks permitted.

Section 8-40. Sale of safe and sane fireworks.

Section 8-41. Applications for fireworks sales permits.

Section 8-42. Fireworks sales permit requirements.

Section 8-43. Denial of permit and appeals process.

Section 8-44. Fireworks stands requirements..

Section 8-45. Sales to minors.

Section 8-46. Revocation of fireworks sales permits and appeal.

Section 8-47. Seizure of fireworks.

Section 8-48. Public education.

Section 8-49. Administrative regulations.

Section 8-50. Violation unlawful-Administrative citations.

Section 8-51. Conflict with Imperial Municipal Code.

Section 8-52. Severability.

Section 8-30. Purpose and authority.

The purpose of this chapter is to regulate the discharge and sale of fireworks within the City of Imperial. The city council enacts this chapter pursuant to its general police powers and the State of California Fireworks Law, Sections 12500 through 12728 of the California Health and Safety Code, and State of California Fireworks Regulations, Chapter 6 of Title 19 of the California Code of Regulations.

Section 8-31. Title.

This Article may be cited as the "Imperial Fireworks Ordinance."

Section 8-32. Administration.

This chapter shall be administered by the Imperial Fire Department.

Section 8-33. Definitions.

For the purposes of this chapter, the following definitions shall apply:

"City" means the City of Imperial.

"City Clerk" means the city clerk of the City or the City Clerk's designee.

"City Manager" means the city manager of the City or the City Manager's designee.

"Dangerous fireworks" means dangerous fireworks as defined in Health and Safety Code Section 12505.

"Fire Chief" means the Fire Chief of the City or the Fire Chief's designee.

"Fireworks sales permit" means a permit issued in accordance with Article.

"Fireworks stand" means a structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

"Fireworks wholesaler" means any person who sells fireworks to other persons for resale by such persons.

"Nonprofit organization" means any nonprofit association, charity or corporation organized primarily for veterans, patriotic, welfare, civic betterment, educational, youth development or charitable purposes which is tax exempt pursuant to Internal Revenue Code Sections 501(c)3, 4, 6, 7, 8, 9, 10, 19, 23, or 26, that serves, in whole or in part, the residents of the City of Imperial. The City will issue permits for up to, and not to exceed, three (3) non-profit organizations per year. A nonprofit organization having its principal place of business in the City of Imperial will have priority in the issuance of a permit, all other factors being equal. All qualified applicants will be subject to a lottery selection process.

"Police Chief" means the Police Chief of the City or the Police Chief's designee.

"Qualified applicant" means any nonprofit organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a fireworks sales permit and which continues to meet the criteria for the duration of the fireworks sales permit.

- (a). The nonprofit organization must have a minimum bona fide membership of at least ten adult members who either reside in the City, are employed in the City or who are owners or operators of a business located in the City. The organization shall upon request provide documentation demonstrating the minimum bona fide membership to the satisfaction of the Fire Chief.
- (b). The nonprofit organization shall not have been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law relating to fireworks, including this Article within thirty-six months prior to the nonprofit organization's submittal of an application for a fireworks sales permit.
- (c). The nonprofit organization must not have had a permit to sell fireworks revoked by any jurisdiction within thirty-six months prior to the nonprofit organization's submittal of an application for a fireworks sales permit.

"Safe and sane fireworks" means safe and sane fireworks as defined in Health and Safety Code Section 12529 and 12562.

"Responsible person" means a person who causes a violation of this chapter to occur or who allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur or allows a violation to exist or continue. Provided, that:

- (a). There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and any lessee of a residential parcel, has notice of any violation existing on said property.
- (b). More than one person may be a responsible person for a single violation.
- (c). Any person, regardless of age may be a responsible person. However, every parent, guardian or other person, having the legal care, custody or control of any minor person (defined as any person under eighteen years of age) is a responsible person for violations committed by such minor, in addition to the minor him or herself, if such parent, guardian or other person knows or reasonably should know that a minor is in violation of this Article. There is a rebuttable presumption that any such parent, guardian or other person having the legal care custody or control of a minor person knows or reasonably should know whether such minor is in violation of this Article.

Section 8-34. Fireworks unlawful.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode any "dangerous fireworks," within the City of Imperial.

Section 8-35. Permits for public fireworks displays.

It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of "dangerous fireworks" (including a public display) or any use of special effects without having first obtained a permit from the Fire Chief as provided herein.

The Fire Chief may grant permits for those activities enumerated in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a public agency, fair association, amusement park, or other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code), and shall be of such character and so located, discharged or fired following the receipt of the recommendation by the fire chief, will not be hazardous or endanger any property or persons.

Section 8-36. Application fee for public fireworks displays.

Every application for permit to conduct a public display of fireworks or for other use of fireworks as permitted by ordinance shall be accompanied by a nonrefundable fee.

Section 8-37. Defense and indemnity of City.

Every applicant for a permit to conduct a public display of fireworks or for other use of fireworks as permitted by Section 8-35 shall agree to defend, indemnify and hold the City of Imperial, its officers and employees, harmless from any and all claims for damages or other costs arising out of the activity authorized by the permit.

Section 8-38. Liability insurance.

Every recipient of a permit to conduct a public display of fireworks or for other use of fireworks as permitted by section 8-35 shall maintain a corporate surety bond or policy of public liability and property damage insurance. The policy shall provide coverage for bodily injury (including death) and property damage with policy limits of not less than \$5,000,000.00 combined single limits. Such policies shall contain a provision which includes the City, its officers, officials, agents, and employees as additional insured's and provides that said insurance provides primary coverage as to the City without contribution by other City policies or self-insured retentions. Such policies shall also contain an endorsement that the company issuing such policy or policies will not allow the same to be cancelled without serving, by first class mail, ten days' notice of cancellation upon the City Clerk.

Following approval of the permit by the Fire Chief as provided in section 8-35, no permit shall be issued until the permittee furnishes the City Clerk a "certificate of insurance" for each insurance policy required by this Section, in a form approved by the city attorney.

Notwithstanding any other provision of this chapter, the failure of the permittee to carry such policy or policies in force shall result in the automatic revocation of the permit as of the date of expiration of such insurance policy or policies. Should a permit be automatically revoked as a consequence of this provision, the payment of the full amount of the permit fee required by this Article shall be made to the City before the revoked permit may be reinstated.

Section 8-39. Possession and discharge of safe and sane fireworks permitted.

Notwithstanding any provisions of this Article to the contrary, the possession of safe and sane fireworks shall be lawful during the period of 12:00 noon on the 28th of June through 12:00 noon on the 6th of July of the same calendar year; provided, however, that it shall be unlawful to possess any modified or altered safe and sane fireworks. It shall be lawful to use or discharge any safe and sane fireworks; provided, however such use and discharge shall only take place on private property with permission of the owner of the property. Discharge may also take place on publicly owned, controlled and maintained rights of way. Discharge shall not occur in or about public parks or other public property. The discharger of the safe and sane fireworks shall be responsible for removal of all trash and debris associated with the discharge and it shall be unlawful to fail to remove such debris.

Section 8-40. Sale of safe and sane fireworks.

Notwithstanding any provisions of this chapter to the contrary, the possession and retail sale to the public of safe and sane fireworks is permitted between 12:00 noon and 10:00 p.m. on the 28th of June of each year and from 9:00 a.m. through 10:00 p.m. on June 29th through the 4th of July of the same calendar year, by those nonprofit organizations possessing a current firework sales permit.

Section 8-41. Applications for fireworks sales permits and lotteries.

- (a) Submission of applications by qualified applicants.
 - 1. No nonprofit organization shall submit more than one application for a fireworks sales permit. If the City receives two or more applications containing the same tax identification number, only one application shall be accepted.
 - 2. Each application will be screened by the Fire Chief to determine if the nonprofit organization submitting it meets the criteria to be classified as a "qualified applicant."
- (b) Every application for a fireworks sales permit shall be accompanied by a nonrefundable pyrotechnics and special effects California Fire Code permit application fee.
- (c) All applications for fireworks sales permits shall be submitted in writing to the Community Development Department on forms supplied by the City. Applications may be filed from, May 1 through May 30, inclusive. Applications filed before or after these periods will not be accepted.
 - 1. If there are more qualified applicants than the maximum number of fireworks sales permits available, then the Fire Chief shall conduct a random drawing to determine to whom the available fireworks sales permits shall be issued.

The drawing shall occur in March of each year. Those qualified applicants which have been successful in being awarded a fireworks sales permit shall have up to thirty calendar days to submit all information required by the fire chief.
 - 2. Applications for fireworks sales permits will be reviewed by the Fire Department, Police Department and the City Clerk, as needed, pursuant to this chapter. Fireworks sales permits shall be issued by the Fire Chief.

Section 8-42. Fireworks sales permit requirements.

- (a) Each fireworks sales permit recipient may operate only one fireworks stand. The maximum number of fireworks sales permits which may be issued during any one calendar year shall be no greater than five.
- (b) Other provisions regarding fireworks sales permit applications.
 - 1. After the maximum number of fireworks sales permit recipients has been chosen, the remaining qualified applicants shall be drawn and assigned as alternates according to the order drawn. Each alternate, according to the order drawn, shall be offered a fireworks sales permit if one of the original permittees fails to meet the requirements of this Article, or if a permittee voluntarily surrenders its fireworks sales permit, or if a fireworks sales permit is revoked.
 - 2. Two or more eligible nonprofit organizations may jointly submit an application pursuant to this chapter and may receive a single fireworks sales permit to jointly sell fireworks, provided that each must be a qualified applicant. Fireworks sales permit recipients may select one or more other qualified applicants to join it in a joint venture operation of the fireworks stand, provided that any such joint venture must have been a qualified applicant that applied unsuccessfully for a fireworks sales permit that same year.
 - 3. Fireworks sales permits are valid only during the calendar year issued.

- (c) Each nonprofit organization receiving a fireworks sales permit must have a least one representative attend a fireworks stand operator safety seminar, approved by the Fire Chief, for the same year in which the fireworks sales permit is issued. Failure of a nonprofit organization to attend the seminar shall result in the revocation of the fireworks sales permit.
- (d) Subsequent to selection for issuance of fireworks sales permit, but prior to the issuance of a fireworks sales permit, and in addition to those other requirements set forth in this Article or on the permit application, each permittee shall provide or demonstrate compliance with all of the following:
 - 1. A copy of the permittee's retail fireworks license issued by the office of the California State Fire Marshal.
 - 2. A copy of the permittee's California State Board of Equalization Temporary Sellers Permit.
 - 3. Payment of a refundable City of Imperial fireworks sales permit application fee.
 - 4. Insurance coverage as required by the provisions of this Article.
 - 5. Pyrotechnics and Special Effects California Fire Code Permit issued by the Imperial Fire Department.

Section 8-43. Denial of permit and appeals process.

- (a) After conducting an investigation consistent with Health and Safety Code Section 12640 et seq., the Fire Chief shall issue a fireworks sales permit to qualified applicants chosen unless:

The Fire Chief finds, in writing, that the applicant has failed to provide sufficient plans, information or data necessary to safely and/or responsibly achieve compliance with the requirements of this Article.

The Fire Chief finds, in writing, that the applicant is not in compliance with any of the requirements of this Article.
- (b) Any denial of a fireworks sales permit application to sell fireworks issued pursuant to the fireworks code may be appealed to the City Council consistent with Health and Safety Code Section 12647 within ten calendar days in writing.

Section 8-44. Fireworks stands.

- (a) All retail sales of safe and sane fireworks shall be permitted from within a temporary fireworks stand only. The retail sale of fireworks from any other building or structure is prohibited.
- (b) No fireworks stand may be erected more than seven calendar days prior to July 4 by any person not affiliated with a nonprofit organization to which a fireworks sales permit has been issued.
- (c) Fireworks stands must be located on lots that have an all-weather surface and adequate off-street parking to meet the requirement of any existing use or uses as well as the fireworks stand.
- (d) Fireworks stands are permitted only in the following zoning districts, as defined and delineated in the Imperial City Code:
 - 1. Neighborhood Commercial (C1).
 - 2. Medium Commercial (C2).
 - 3. Heavy Commercial (C3).
 - 4. Light Manufacturing (M1).
 - 5. Heavy Manufacturing (M2).
- (e) Each fireworks stand must post each of the following in a prominent place inside the fireworks stand:
 - 1. Fireworks sales permit issued by the City of Imperial Fire Department.
 - 2. Temporary seller's permit issued by California State Board of Equalization.

3. Retail fireworks license issued by California State Fire Marshal.
 4. Proof of insurance.
 5. "No Smoking" signs.
-
- (f) Fireworks stands shall not be located closer than three hundred feet apart, unless separated by a major arterial roadway.
 - (g) Fireworks stands shall comply with current National Fire Protection Association standard NFPA 1124 for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles.
 - (h) Fireworks stands shall not be located within twenty-five feet of any other building or structure.
 - (i) No fireworks shall be located within one hundred feet of a location where gasoline or any other flammable liquids are stored or dispensed.
 - (j) Each fireworks stand shall comply with fire prevention standards as adopted and enforced by the Fire Chief.
 - (k) All fireworks stands shall be inspected and approved by the Fire Chief prior to the sale of any fireworks.
 - (l) All weeds or other vegetation, and combustible material shall be cleared from the location of the fireworks stand to at least a twenty-five-foot radius surrounding the fireworks stand.
 - (m) No fireworks stand shall have a floor area in excess of five hundred square feet or a length greater than fifty feet.
 - (n) Each fireworks stand shall have at least two exits. Each fireworks stand in excess of forty feet in length shall have at least three exits, equally spaced. In no case shall the distance between exits required by this section exceed twenty feet. Exit doors shall be not less than twenty-four inches wide, six feet in height and must open in the direction of exit travel.
 - (o) "NO SMOKING" signs shall be prominently displayed on all sides of the fireworks stand. Smoking is prohibited within fifty feet any fireworks stand.
 - (p) Each fireworks stand shall have two, currently certified, dry chemical fire extinguishers in good working order that are easily accessible in case of fire.
 - (q) Each fireworks stand must have an adult in attendance and in charge thereof when the fireworks stand is open to the public for sale or dispensing of fireworks and when fireworks are being delivered to, or taken from, the fireworks stand.
 - (r) No person may remain inside the fireworks stand after close of business.
 - (s) When the fireworks stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:
 1. Within a reinforced, heavy metal, fully-enclosed container, a walk-in type drop box, or equivalent, as approved by the fire chief.
 2. Returned daily to a fireworks wholesaler for storage at an approved and properly zoned location.
 - (t) No fuel-powered generator or similar equipment shall be allowed within fifty feet of a fireworks stand.
 - (u) No person other than individuals who are bona fide members of the nonprofit organization which holds the fireworks sales permit, and/or joint venture nonprofit organization(s), or the spouses, registered domestic partners, parents or adult children of such members, shall sell or otherwise participate in the sale of fireworks.
 - (v) No minor (defined as any person under the age of eighteen years) shall sell or participate in the sale of safe and sane fireworks or handle any fireworks.

- (w) Drinking or possession of alcoholic beverages in a fireworks stand or within one hundred feet of a fireworks stand is prohibited, except within a permanent business establishment unaffiliated with the fireworks stand and which preexisted the fireworks stand.
- (x) No person shall be paid any consideration by the permittee or any fireworks wholesaler for selling or otherwise participating in the sale of safe and sane fireworks. Notwithstanding the foregoing, compensation may be paid for licensed security personnel and to any person permitting or leasing the location of the fireworks stand on its property as a payment for such permit or lease.
- (y) All fireworks shall be retained at the fireworks stand. In no event shall unsold fireworks be removed from the approved location to any other place without written approval of the Fire Chief.
- (z) All unsold stocks of fireworks in the hands of the permittee after 10:00 P.M. on the 4th day of July shall be returned to the fireworks wholesaler by 12:00 P.M. on July 6 of the same calendar year.
- (aa) No later than July 10 of each calendar year, each fireworks stand shall be completely removed and the premises upon which it was located shall be cleared of all debris and restored to the condition it was in prior to the establishment of the fireworks stand.
- (bb) Fireworks stands shall be permitted to have no more than two double-sided signs with a maximum area of sixty-four square feet per side. All such signs shall be located on the same site as the fireworks stand they identify or advertise. Signs may not be placed in such a manner as to interrupt the normal flow of vehicle or pedestrian traffic or to cause any sight distance problems for such traffic. Placement of such signs shall be subject to the review and approval of the fire chief, the community development department and the police department. In no case shall the sign placement interfere with traffic or any other safety related concern. The above-described signs may be displayed seven calendar days prior to July 4.

Section 8-45. Sales to minors.

It is unlawful to sell fireworks to minors.

Section 8-46. Revocation of fireworks sales permits and appeal.

- (a) The Fire Chief may revoke the fireworks sales permit of any permittee who violates any of the provisions of this Article. The Fire Chief shall inform the permittee that it may seek review of the decision by the City Manager on the next business day. The decision of the City Manager, or his or her designee, shall be final.
- (b) Any permittee whose fireworks sales permit has been revoked shall be barred from receiving a future fireworks sales permit under this Article or under any subsequent ordinance establishing a fireworks sales permit for up to three years from the date of the revocation.

Section 8-47. Seizure of fireworks.

The Fire Chief or Police Chief may seize, take, remove or cause to be removed, at the expense of the holder of a fireworks sales permit or licensed fireworks wholesaler, all stock of fireworks offered or exposed for sale, stored or held in violation of this Article when such violation creates an imminent danger and a grave threat to public health or safety. The official removing such fireworks shall provide written notice to the owner thereof, and an opportunity within two business days to be heard by the Fire Chief with respect to such seizure.

In the event the violation does not pose imminent danger and a grave threat, the Fire Chief or Police Chief shall provide written notice and an opportunity to be heard prior to any seizure.

Section 8-48. Public education.

Each fireworks wholesaler supplying one or more permittees under this article shall annually submit a public education plan to the Fire Chief no later than 5:00 p.m. on June 1. Said public education plan shall outline the public safety and education efforts for that year that have been initiated, supported and/or delivered, by each fireworks wholesaler within the City.

Section 8-49. Administrative regulations.

The Fire Chief is authorized to promulgate administrative regulations and procedures necessary for the successful and effective implementation of this Article including, but not limited to, rules and procedures governing the submission and random selection of applications to sell safe and sane fireworks and rules and procedures governing situations where two or more fireworks sales permit recipients propose to establish fireworks stands within three hundred feet of each other, in violation of section 8-44(f) of this Article.

Section 8-50. Violation unlawful—Administrative citations.

- (a) It is unlawful, and a misdemeanor, to violate any provision of this chapter, provided, however, that a violation of this chapter may, at the discretion of the Police Chief, Fire Chief or prosecuting attorney, be charged and prosecuted as an infraction.
- (b) In addition to any other enforcement mechanism prescribed by law, this chapter may be enforced by the issuance of administrative citations pursuant to the Imperial Municipal Code.

Section 8-51. Conflict with Imperial Municipal Code.

In the event that any provision of this chapter conflicts with any provision of the Imperial Municipal Code, the provisions of this Article shall prevail.

Section 8-52. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this chapter for any reason shall be held to be invalid or unconstitutional, the decision shall not affect the remaining portions of the Article. The Council of the City of Imperial hereby declares that it would have passed this chapter and each article, section, subsection, paragraph, sentence, clause or phrase which is a part thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences, clauses or phrases are declared to be invalid or unconstitutional.

SECTION 3: Section 12-49(b) of Article I of Chapter 12 of the Imperial Municipal Code is hereby amended to include Safe and Sane Fireworks Sales

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 4th day of April, 2018

Mayor of the City of Imperial

ATTEST:

by _____

City Clerk

MINUTES
CITY COUNCIL
CITY OF IMPERIAL
FEBRUARY 21, 2018

A. CITY COUNCIL CONVENED TO OPEN SESSION

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

COUNCIL MEMBERS ABSENT: TUCKER

OTHER OFFICIALS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN, PUBLIC SERVICES DIRECTOR LOPER, FIRE CHIEF ESTRADA, COMMUNITY SERVICES DIRECTOR HALLER, HUMAN RESOURCES DIRECTOR GADDIS, FINANCE DIRECTOR GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR MORA, CITY CLERK JACKSON, AND POLICE CAPTAIN LUNA,

MAYOR DALE called the meeting to order at 7:05 PM and the Pledge of Allegiance was led by MR. JACKIE LOPER

ADJUSTMENTS TO THIS AGENDA:

It was requested by staff to table item D-5.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

There was no reportable action taken.

B. PUBLIC APPEARANCES:

MR. ROBINSON, Imperial resident addressed council in regards to law enforcement in Imperial. He would like to see more law enforcement at local schools in light of recent threat at the high school. He would like to see more officers hired overall.

MR. GASTELUM, Imperial resident also addressed the need for more officers and inquired about a Neighborhood Watch program in his neighborhood. Staff informed him that he could attend the Neighborhood Watch meeting at TL Waggoner Elementary School to obtain information about the program in that area.

MR. METELSKI, Imperial resident questioned council on the Cambria Park project and the EB 5 Visa program for the unfinished hotel project. Staff provided updates for both.

C. CONSENT AGENDA:

- C-1.** Approval of claims/warrants report.
- C-2.** Approval of Treasurers' Report for the month of January 2018.
- C-3.** Approval of Minutes for Regular Meetings of December 20, 2017 and January 3, 2018.

Motion by SAMPSON, seconded by AMPARANO to approve the Consent Agenda as presented.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE

NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER

MOTION CARRIED 4-0

D. NEW BUSINESS:

D-1. SUBJECT: WATER TREATMENT PLANT – GAC TREATMENT SYSTEM – BID NO. 2018-01

1. AWARD OF BID TO PYRAMID BUILDING & ENGINEERING, INC., IN THE AMOUNT OF \$1,374,500.

Motion by AMPARANO, seconded by PECHTL to award the bid to Pyramid Building & Engineering, Inc. for the installation of the GAC Treatment System.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER
MOTION CARRIED 4-0

D-2. SUBJECT: IMPERIAL POLICE DEPARTMENT - POLICE SERGEANT POSITION

1. APPROVAL OF REVISED JOB DESCRIPTION FOR POSITION OF POLICE SERGEANT.

Motion by AMPARANO, seconded by SAMPSON to approve the job description for Police Sergeant.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER
MOTION CARRIED 4-0

D-3. SUBJECT: IMPERIAL POLICE DEPARTMENT – RECLASSIFICATION OF POLICE OFFICER II TO POLICE CORPORAL POSITION

1. APPROVAL OF REVISED JOB DESCRIPTION FOR POSITION OF CORPORAL
2. APPROVE SALARY RANGE 74 OF IPOA SALARY SCHEDULE FOR CORPORAL POSITION
3. APPROVE RECLASSIFICATION OF POLICE OFFICER II TO CORPORAL.

Motion by PECHTL, seconded by AMPARANO to approve the revised job description for Corporal, approve salary range of 74 and approve reclassification of police officer II to Corporal.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER
MOTION CARRIED 4-0

D-4. SUBJECT: HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) MEMORANDUM OF UNDERSTANDING (MOU)

1. APPROVE AMENDMENT NO. 1 TO HIDTA MOU.

Motion by PECHTL, seconded by AMPARANO to approve amendment No. 1 to HIDTA MOU.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER
MOTION CARRIED 4-0

D-5. SUBJECT: COMMANDER, NAVY REGION SOUTHWEST (CNRSW) MEMORANDUM OF UNDERSTANDING (MOU)

1. APPROVE MOU BETWEEN COMMANDER, NAVY REGION SOUTHWEST AND IMPERIAL POLICE DEPARTMENT FOR LAW ENFORCEMENT SUPPORT.

Item tabled at this time.

D-6. SUBJECT: ALLOCATION OF FISCAL YEAR 2014-2015, FISCAL YEAR 2015-2016, AND FISCAL YEAR 2016-2017 CITIZENS OPTION FOR PUBLIC SAFETY (COPS) FUNDING.

1. APPROVE RESOLUTION NO. 2018-02, ACCEPTANCE OF STATE COPS PROGRAM FUNDING FOR FISCAL YEAR 2014-2015

Motion by AMPARANO, seconded by SAMPSON to approve Resolution No. 2018-02.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER MOTION CARRIED 4-0

2. APPROVE RESOLUTION NO. 2018-03, ACCEPTANCE OF STATE COPS PROGRAM FUNDING FOR FISCAL YEAR 2015-2016

Motion by SAMPSON, seconded by AMPARANO to approve Resolution No. 2018-03.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN; NONE
ABSENT: TUCKER MOTION CARRIED 4-0

3. APPROVE RESOLUTION NO. 2018-04, ACCEPTANCE OF STATE COPS PROGRAM FUNDING FOR FISCAL YEAR 2016-2017.

Motion by PECHTL, seconded by SAMPSON to approve Resolution No. 2018-04.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER MOTION CARRIED 4-0

E. REPORTS:

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

AMPARANO reported on attending El Centro State of City and Brawley State of City events, will attend the Chamber of Commerce Winter Wonderland on February 25th and looking forward to Mayor DALE's State of the City on March 17th.

PECHTL commented on coyote at the edge of town and inquired as to what can be done about them, reported on attending the ribbon cutting for Odds and Ends and looking forward to the tri-tip cook off.

DALE reported that he attended the League of California Cities meeting recently held in El Centro.

E-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

HALLER informed all that there are 16 teams registered to compete in the Tri-tip cook-off and over 100 vendors to be on hand as well. In addition provided an update on the repairs to the wall at Sky Ranch subdivision

NAF El Centro, PAO HAUGH invited everyone to attend the Blue Angles Air Show on March 10th and the Food Fest on March 9th.

E-3. SUBJECT: CITY MANAGER REPORT.

None.

CITY COUNCIL MEETING ADJOURNED AT 8:02 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, MARCH 7, 2018 AT 7:00 P.M.

**MINUTES
SPECIAL MEETING
CITY COUNCIL
FEBRUARY 21, 2018
CLOSED SESSION**

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:30 P.M

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

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

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9 (One potential case)

ADJOURNED CLOSED SESSION AND CONVENED IN OPEN SESSION

**MINUTES
CITY COUNCIL
CITY OF IMPERIAL
MARCH 7, 2018**

**DUE TO THE LACK OF A QUORUM, THE CITY COUNCIL
MEETING WAS ADJOURNED TO WEDNESDAY,
MARCH 21, 2017 AT 7:00 PM**

The following items are to appear on the next agenda:

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

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9 (One potential case)

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

D. CONSENT AGENDA:

D-1. Approval of claims/warrants report.

D-2. Approval of Minutes for Regular Meetings of January 17, 2018 and February 7, 2018.

E. PUBLIC HEARING:

E-1. SUBJECT: PUBLIC HEARING/DISCUSSION/ACTION: VICTORIA RANCH UNIT 6A – ZONE CHANGE, GENERAL PLAN AMENDMENT FROM RA (RESIDENTIAL APARTMENTS) TO A PLANNED UNIT DEVELOPMENT (PUD) FOR 113 SINGLE FAMILY HOMES, TENTATIVE TRACT MAP AND NEGATIVE DECLARATION.

- 1.** INTRODUCTION/IST READING BY TITLE ONLY OF ORDINANCE NO. 798, APPROVING THE ZONE CHANGE FROM RA (RESIDENTIAL APARTMENT) TO P.U.D. (PLANNED UNIT DEVELOPMENT).
- 2.** ADOPT RESOLUTION NO. 2018-05, CERTIFYING A NEGATIVE DECLARATION AND APPROVING THE VICTORIA RANCH SUBDIVISION UNIT 6A PLANNED UNIT DEVELOPMENT TENTATIVE TRACT MAP AND SPECIFIC PLAN AMENDMENT

**F-1. SUBJECT: DISCUSSION/ACTION: SUNRUNNERS CAR CLUB CRUISE NIGHT AND
34TH ANNUAL CARNE ASADA RUN**

- F-2. SUBJECT: DISCUSSION/ACTION: IMPERIAL POLICE DEPARTMENT - POLICE
 SERVICE OFFICER I/II/III.**

- F-3. SUBJECT: DISCUSSION/ACTION: ORDINANCE RELATED TO THE SALES AND DISCHARGE OF FIREWORKS IN THE CITY OF IMPERIAL**

- G-1. **SUBJECT:** MAYOR AND COUNCIL MEMBER REPORTS.
G-2. **SUBJECT:** DEPARTMENT HEAD AND STAFF REPORTS
G-3. **SUBJECT:** CITY MANAGER REPORT.

2

DATE SUBMITTED

03/28/2018

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR MORA

DATE ACTION REQUIRED

04/04/2018

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:

CDBG STREET AND SIDEWALK IMPROVEMENT PROJECT 15-CDBG-10577

1. Award of contract to Pyramid Construction & Aggregates, Inc. in the amount of **\$976,642.35** (nine hundred seventy six thousand, six hundred forty two dollars and thirty five cents) for the construction services related to the CDBG Street Improvement Project on 'F' and 'G' Streets from Barioni Blvd. to 15th Street.

City of Imperial BID NO. 2018-02

DEPARTMENT

COMMUNITY DEVELOPMENT

INVOLVED:

BACKGROUND/SUMMARY:

The City was able to secure a CDBG grant for street and sidewalk improvements in the amount of \$1,395,349. Staff released RFPs published in the Imperial Valley Press and our City website starting on February 18, 2018 to solicit Proposals from contractors to complete the construction work as specified in the improvement plans for the project. Bid openings were held March 16, 2018. Project is scheduled to be completed by July 2018. The following three (3) companies submitted proposals to complete the construction as Prime Contractor (see attached proposal bid sheets for each):

1. LC Paving – \$950,083.00
2. Pyramid Construction & Aggregates, Inc. – \$976,642.35
3. Granite Construction – \$1,062,336.00

Although LC Paving was the lowest bidder, they are considered non-responsive due to not including the \$30,000 as a line item for permit fees, additional work, furnishings, and equipment as stated in Addendum #4 of the bid document, as well as not including Addendums 1, 2, and 4, thus making their bid proposal package incomplete. Due to the above, the next lowest bid is Pyramid Construction & Aggregates, Inc.

FISCAL IMPACT: \$976,642.35 from \$1,395,349 California Development Block Grant (CDBG)

ADMIN
SERVICES
SIGN INITIALS



STAFF RECOMMENDATION: Staff recommends City Council award of contract as follows:

Pyramid Construction & Aggregates, Inc. for \$976,642.35

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

**CITY OF IMPERIAL
PROPOSAL BID SHEET (BID NO. 2018-02) Page 1 of 3**

**FOR
CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-CDBG-
10577 'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET**

**Funded by: The State of California
Community Development Block Grant (CDBG) Program**

BID NO. 2018-02

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Mobilization / Bonds / Insurances	LS	1	\$ 25,000.00	\$ 25,000.00
2.	Preparation/Implementation Traffic Control Plan	LS	1	\$ 10,000.00	\$ 10,000.00
3.	Water Pollution Control	LS	1	\$ 2,000.00	\$ 2,000.00
4.	Remove and dispose Existing PCC Curb & Gutter	LF	960	\$ 9.00	\$ 8,640.00
5.	Remove and dispose PCC Apron	SF	1,404	\$ 9.00	\$ 12,636.00
6.	Remove and dispose Existing PCC Sidewalk	SF	31,144	\$ 5.00	\$ 155,720.00
7.	Remove and dispose Existing PCC ADA Ramp	EA	48	\$ 1,000.00	\$ 48,000.00
8.	Remove/Trim Interfering Shrubs and Trees at City R/W	LS	1	\$ 2,500.00	\$ 2,500.00
9.	Install New 6" PCC Curb & Gutter (City. Std. No. 21)	LF	1,040	\$ 52.00	\$ 54,080.00
10.	Install New 6" PCC Spandrel (City. Std. No. 27)	SF	1,404	\$ 16.00	\$ 22,464.00
11.	Install New PCC 4.5' wide Sidewalk (City. Std. No. 25)	SF	29,450	\$ 8.00	\$ 235,600.00
12.	Install New 5" PCC ADA Ramp (City Std. No. 23-A, 23-B, 23-C and Modified-23)	LS	52	\$ 5,400.00	\$ 280,800.00
13.	Install 3" Min. Asphalt Hot Mix Patch	SF	5,620	\$ 4.00	\$ 22,480.00
14.	Install New Driveway Approach Back Portion (Only) (City. Std. No. 22)	SF	5,619	\$ 9.00	\$ 50,571.00
15.	Install New PCC Ramp-Sidewalk Taper (City Std. No. 25-A)	SF	216	\$ 12.00	\$ 2,592.00
16.	Adjust Electrical Box / Covers	EA	10	\$ 500.00	\$ 5,000.00
17.	Adjust Water Meter Box / Covers	EA	10	\$ 500.00	\$ 5,000.00
18.	Geotechnical Quality Control & Material Testing Services	LS	1	\$ 7,000.00	\$ 7,000.00
	TOTAL BID PROPOSAL			\$	\$ 950,083.00

CITY OF IMPERIAL
PROPOSAL BID SHEET (BID NO. 2018-02) Page 2 of 3
FOR
CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-
CDBG-10577 'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET

BID NO. 2018-02

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT LEGAL DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES FOR THE FULL EXTENT OF THE PROJECT AS DEPICTED ON THE CONSTRUCTION SET OF PLANS.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \$950,083.00

TOTAL AMOUNT OF BID PROPOSAL (WORDS) _____

NINE HUNDRED FIFTY THOUSAND EIGHT THREE DOLLARS AND ZERO CENTS

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

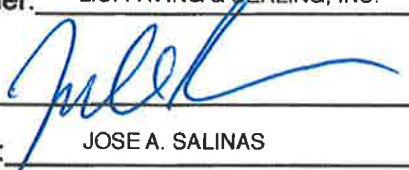
L.C. PAVING & SEALING, INC. 760-752-1743

Bidder's Name and Telephone Number

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this 8TH day of MARCH, 2018.

Bidder: L.C. PAVING & SEALING, INC.

By: 

Title: JOSE A. SALINAS

Subscribed and sworn to this see attached day of _____, 2018.

NOTARY PUBLIC _____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

CITY OF IMPERIAL
PROPOSAL BID SHEET (BID NO. 2018-02) Page 1 of 3
FOR

**CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-CDBG-
10577 'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET**
Funded by: The State of California
Community Development Block Grant (CDBG) Program

BID NO. 2018-02

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Mobilization / Bonds / Insurances	LS	1	\$ 16,197.20	\$ 16,197.20
2.	Preparation/Implementation Traffic Control Plan	LS	1	\$ 25,000.00	\$ 25,000.00
3.	Water Pollution Control	LS	1	\$ 12,000.00	\$ 12,000.00
4.	Remove and dispose Existing PCC Curb & Gutter	LF	960	\$ 6.20	\$ 5,952.00
5.	Remove and dispose PCC Apron	SF	1,404	\$ 3.20	\$ 4,492.80
6.	Remove and dispose Existing PCC Sidewalk	SF	31,144	\$ 1.75	\$ 54,502.00
7.	Remove and dispose Existing PCC ADA Ramp	EA	48	\$ 342.50	\$ 16,440.00
8.	Remove/Trim Interfering Shrubs and Trees at City R/W	LS	1	\$ 11,500.00	\$ 11,500.00
9.	Install New 6" PCC Curb & Gutter (City. Std. No. 21)	LF	1,040	\$ 71.90	\$ 74,776.00
10.	Install New 6" PCC Spandrel (City. Std. No. 27)	SF	1,404	\$ 21.90	\$ 30,747.60
11.	Install New PCC 4.5' wide Sidewalk (City. Std. No. 25)	SF	29,450	\$ 12.00	\$ 353,400.00
12.	Install New 5" PCC ADA Ramp (City Std. No. 23-A, 23-B, 23-C and Modified-23)	LS	52	\$ 2,630.00	\$ 136,760.00
13.	Install 3" Min. Asphalt Hot Mix Patch	SF	5,620	\$ 14.50	\$ 81,490.00
14.	Install New Driveway Approach Back Portion (Only) (City. Std. No. 22)	SF	5,619	\$ 29.60	\$ 166,322.40
15.	Install New PCC Ramp-Sidewalk Taper (City Std. No. 25-A)	SF	216	\$ 18.50	\$ 3,996.00
16.	Adjust Electrical Box / Covers	EA	10	\$ 138.00	\$ 1,380.00
17.	Adjust Water Meter Box / Covers	EA	10	\$ 138.00	\$ 1,380.00
18.	Geotechnical Quality Control & Material Testing Services	LS	1	\$ 36,000.00	\$ 36,000.00
19.	Permit Fees / Additional Work	LS	1	\$ 30,000.00	\$ 30,000.00
	TOTAL BID PROPOSAL			\$	\$

\$ 1,062,336.00

CITY OF IMPERIAL
PROPOSAL BID SHEET (BID NO. 2018-02) Page 2 of 3
FOR
**CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-
CDBG-10577 'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET**

BID NO. 2018-02

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT LEGAL DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES FOR THE FULL EXTENT OF THE PROJECT AS DEPICTED ON THE CONSTRUCTION SET OF PLANS.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \$1,062,336.00

TOTAL AMOUNT OF BID PROPOSAL (WORDS) \$ One Million, Sixty
Two Thousand, Three Hundred Thirty Six Dollars and zero cents.

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Granite Construction Company (760) 337-3030
Bidder's Name and Telephone Number

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this 16 day of March, 2018.

Bidder: Granite Constructon Company

By: Jeff J. Mercer

Title: Regional Construction Manager

Subscribed and sworn to this 16th day of March, 2018.

NOTARY PUBLIC

Carolyn Maness



AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

CITY OF IMPERIAL
PROPOSAL BID SHEET (BID NO. 2018-02) Page 1 of 3
FOR
CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-CDBG-
10577 'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET
Funded by: The State of California
Community Development Block Grant (CDBG) Program

BID NO. 2018-02

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1.	Mobilization / Bonds / Insurances	LS	1	\$ 22,530	\$ 22,530
2.	Preparation/Implementation Traffic Control Plan	LS	1	\$ 9,180	\$ 9,180
3.	Water Pollution Control	LS	1	\$ 10,200	\$ 10,200
4.	Remove and dispose Existing PCC Curb & Gutter	LF	960	\$ 24.17	\$ 23,203.20
5.	Remove and dispose PCC Apron	SF	1,404	\$ 16.17	\$ 22,702.68
6.	Remove and dispose Existing PCC Sidewalk	SF	31,144	\$ 3.10	\$ 96,546.40
7.	Remove and dispose Existing PCC ADA Ramp	EA	48	\$ 1,122	\$ 53,856
8.	Remove/Trim Interfering Shrubs and Trees at City R/W	LS	1	\$ 5,100	\$ 5,100
9.	Install New 6" PCC Curb & Gutter (City. Std. No. 21)	LF	1,040	\$ 44.82	\$ 46,612.80
10.	Install New 6" PCC Spandrel (City. Std. No. 27)	SF	1,404	\$ 23.19	\$ 32,558.76
11.	Install New PCC 4.5' wide Sidewalk (City. Std. No. 25)	SF	29,450	\$ 10.61	\$ 312,464.50
12.	Install New 5" PCC ADA Ramp (City Std. No. 23-A, 23-B, 23-C and Modified-23)	LS	52	\$ 2,332	\$ 121,264
13.	Install 3" Min. Asphalt Hot Mix Patch	SF	5,620	\$ 6	\$ 33,720
14.	Install New Driveway Approach Back Portion (Only) (City. Std. No. 22)	SF	5,619	\$ 17.03	\$ 95,691.57
15.	Install New PCC Ramp-Sidewalk Taper (City Std. No. 25-A)	SF	216	\$ 16.84	\$ 3,637.44
16.	Adjust Electrical Box / Covers	EA	10	\$ 816	\$ 8,160
17.	Adjust Water Meter Box / Covers	EA	10	\$ 816	\$ 8,160
18.	Geotechnical Quality Control & Material Testing Services	LS	1	\$ 41,055	\$ 41,055
19.	Allowance	LS	1	\$ 30,000	\$ 30,000
	TOTAL BID PROPOSAL			\$	\$ 976,642.35

CITY OF IMPERIAL
PROPOSAL BID SHEET (BID NO. 2018-02) Page 2 of 3
FOR
CITY OF IMPERIAL CDBG STREET AND SIDEWALK IMPROVEMENTS 15-
CDBG-10577 'F' AND 'G' STREETS FROM BARIONI BLVD. TO 15TH STREET

BID NO. 2018-02

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT LEGAL DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES FOR THE FULL EXTENT OF THE PROJECT AS DEPICTED ON THE CONSTRUCTION SET OF PLANS.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) \$976,642.35

TOTAL AMOUNT OF BID PROPOSAL (WORDS) _____

Nine hundred seventy six thousand six hundred forty two dollars and thirty five cents

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Ryan Dickerson 760-337-5839
Bidder's Name and Telephone Number

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this 9th day of March, 2018.

Bidder: Ryan Dickerson

By: Ryan Dickerson

Title: Project Manager

Subscribed and sworn to this 9 day of March, 2018.

NOTARY PUBLIC * See attached jmat



AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

Agenda Item No. E-2

DATE SUBMITTED 3/28/2018
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR MORA
 DATE ACTION REQUIRED 4/4/2018

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 IMPERIAL TRANSIT PARK, FEDERAL AID PROJECT CA 04-244
 1. AUTHORIZATION TO SEEK BIDS

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

In 2012, the City applied for a Department of Transportation Federal Transit Administration (FTA) grant to design and construct a Transit Park. The Imperial County Transportation Commission (ICTC) has entered into an MOU with the City of Imperial to assist with the delivery of this project. The Transit Park is a transfer station that will provide access for pedestrians and bicyclist to travel to regional and local bus stations.

The location of the Transit Park is on a vacant lot on Barioni Boulevard between 'L' and 'M' Streets. The lot was purchased in early September 2014. The project is anticipated to be completed by December 2018. See the attached proposed project timeline and cost estimate spreadsheet, along with the Imperial Transit Park Plans.

We are requesting authorization to seek bids for the transit park.

FISCAL IMPACT: \$186,250,000.00 from the Public Transportation Modernization Improvement, and Service Enhancement Account Program (PTMISEA), \$747,000.00 from FTA, \$259,411.00 LTA MES 'D', and \$33,246.00 Park Impact Fees, for a total of \$1,225,907.00

ADMIN SERVICES SIGN INITIALS [Signature]

STAFF RECOMMENDATION: Authorization to seek bids.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION:

CITY MANAGER'S INITIALS [Signature]

MOTION:

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

AT BARIONI BLVD. BETWEEN L ST. TO M ST.

IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

GENERAL NOTES:

1. CITY ENGINEER REVIEW CONTRACTS AND PERMITS SHALL TAKE PRECEDENCE OVER THE CONTRACTOR'S REQUIREMENTS FOR ANY CONFLICTS.
2. THE CITY ENGINEER SHALL REVIEW ALL PERMITS FOR CONFORMANCE WITH THE CITY OF IMPERIAL (OR CALIFORNIA) AND AS REQUIRED BY THE CALIFORNIA STATE ENGINEERING BOARD (OR CALIFORNIA).
3. APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONTRACTOR'S DESIGN OR THE PROJECT DESIGN.
4. ALL UNDERGROUND UTILITIES WITHIN THE STREET RIGHT-OF-WAY SHALL BE CONSTRUCTED, CONNECTED TO THE CITY OF IMPERIAL WATER MAIN, GAS, CABLE, CROSS-CUTTERS AND FANS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
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16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.

GENERAL NOTES (CONT.):

16. UNLESS SPECIFICALLY INDICATED OTHERWISE, METHODS EMPLOYED AND MATERIAL USED IN THE CONSTRUCTION OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE ENGINEERING BOARD (OR CALIFORNIA) AND AS REQUIRED BY THE CALIFORNIA STATE ENGINEERING BOARD (OR CALIFORNIA).
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.
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SURVEY MONUMENTS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.

BASIS OF BEARINGS FOR THIS SURVEY ARE ISSUED BY A FIELD SURVEY PERFORMED ON 5/23/2013.

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS THE MOST EASTERN STAKE MARKED AS SHOWN ON PLAT NO. 184-134-004.

SOURCE OF TOPOGRAPHY

THE TOPOGRAPHY FOR THIS SURVEY IS THE MOST EASTERN STAKE MARKED AS SHOWN ON PLAT NO. 184-134-004.

TRAFFIC CONTROL PLAN NOTE:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT THE TRAFFIC CONTROL PLAN FOR THIS PROJECT AT THE TIME OF REQUEST OF THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

WATER POLLUTION CONTROL PLAN NOTE:

THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF A WATER POLLUTION CONTROL PLAN FOR CITY APPROVAL.

SHEET INDEX:

CIVIL	LANDSCAPE	ELECTRICAL
C10	L1-1	E1-1
C11	L1-2	E1-2
C12	L1-3	E1-3
C13	L1-4	E1-4
C14	L1-5	E1-5
C15	L1-6	E1-6
C16	L1-7	E1-7
C17	L1-8	E1-8
C18	L1-9	E1-9
C19	L1-10	E1-10
C20	L1-11	E1-11
C21	L1-12	E1-12
C22	L1-13	E1-13
C23	L1-14	E1-14
C24	L1-15	E1-15
C25	L1-16	E1-16

LANDSCAPE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.

ELECTRICAL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL, THE CALIFORNIA STATE ENGINEERING BOARD, AND ANY OTHER AGENCIES REQUIRED BY THE CITY OF IMPERIAL.



VICINITY MAP



LOCATION MAP



TITLE SHEET

IMPERIAL TRANSIT PARK
SHEET 1
DATE: 2/27/2018

PSOMAS
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

IMPERIAL TRANSIT PARK
SHEET 1
DATE: 2/27/2018

SHEET 1
DATE: 2/27/2018

EXCAVATION	X,XXX CY	(EXCAVATE/REMOVE EXIST. PAVERSMENTS & SOILS)
FILL	0 CY	
IMPORT	0 CY	(IMPORT/PLACE NON-EXPANSIVE GRANULAR MATERIAL)

GEOTECHNICAL REPORT
A GEOTECHNICAL REPORT ENTITLED "GEOTECHNICAL INVESTIGATION REPORT, STAGT STREET, MIDDLE CALIFORNIA," SUBMITTED BY JACKSON SOO, 1410 16TH STREET, SUITE 207, AND NEW PREPARED FOR THE PROJECT, AND IS AVAILABLE FOR REVIEW BY THE CONSULTING FOR REFERENCE AT THE CITY OF MANTONA.

[illegible]

THE DESIGN AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUESTED TO TAKE DUE PRECAUTIONS TO MARK, EXPOSE AND PROTECT ANY UTILITY LINES SHOWN AND AVOID THEM. THERE IS NO RECORD OR NOT SHOWN ON THESE PLANS.

CONTRACTOR CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERAL ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION RESPONSIBILITY FOR THE DESIGN OF THE PROJECT DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THIS AGREEMENT SHALL BE MADE TO APPLY CONTINUALLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE OR ALLEGED, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF PROFESSIONAL.

2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO

THE AGREEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS LISTED BELOW:

STANDARD SPECIFICATIONS

1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 EDITION)

2. CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF MATERIALS CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK" (2007 EDITION) (CDDOT 1A107)

STANDARD DRAWINGS

CITY OF WATFORD STANDARD DETAILS CURRENT EDITION (2002)

NEW IMPROVEMENTS

ITEM	DESCRIPTION	SITTING NO. OF THE JOB	SYMBOL
1	IF PCC DAM AND CUTTER	3350 NO. 21	
2	IF PCC BARRIER CURB	3350 NO. 21	
3	VERTICAL CURB/RETAINMENT	3350 NO. 21	
4	PARALLEL CURB/RETAINMENT	3350 NO. 21	
5	IF X IN CATCH BASIN	3350 NO. 21	
6	IF X IN STORM DRAIN INLET	3350 NO. 21	
7	ADJ. SLOPE	3350 NO. 21	
8	CONTRACT TYPE C WORKED	3350 NO. 21	
9	PERMISSIVE CONCRETE PAVEMENT	3350 NO. 21	
10	NO. CHOICE BUTTER	3350 NO. 21	
11	NO. CHOICE BUTTER	3350 NO. 21	
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ITEM

ITEM	SYMBOL
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SYNOPSIS

IMPERIAL TRANSIT PARK

420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4711

1000

SECTION 4216/4217 OF THE GOVERNMENT CODE
REQUIRES A DCG ALERT IDENTIFICATION NUMBER
BE ISSUED BEFORE A "PERMIT TO EXCAVATE"
WILL BE VALID FOR YOUR DCG ALERT ID NUMBER.
CALL UNDERGROUND SERVICE ALERT
TOLL FREE 1-800-422-4133
TWO WORKING DAYS BEFORE YOU DCG

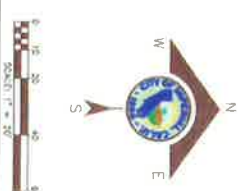
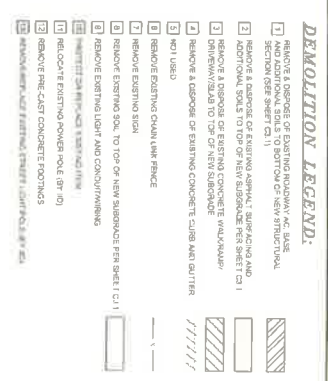


Ph: (760) 355-3840 • Fax: (760) 355-4711

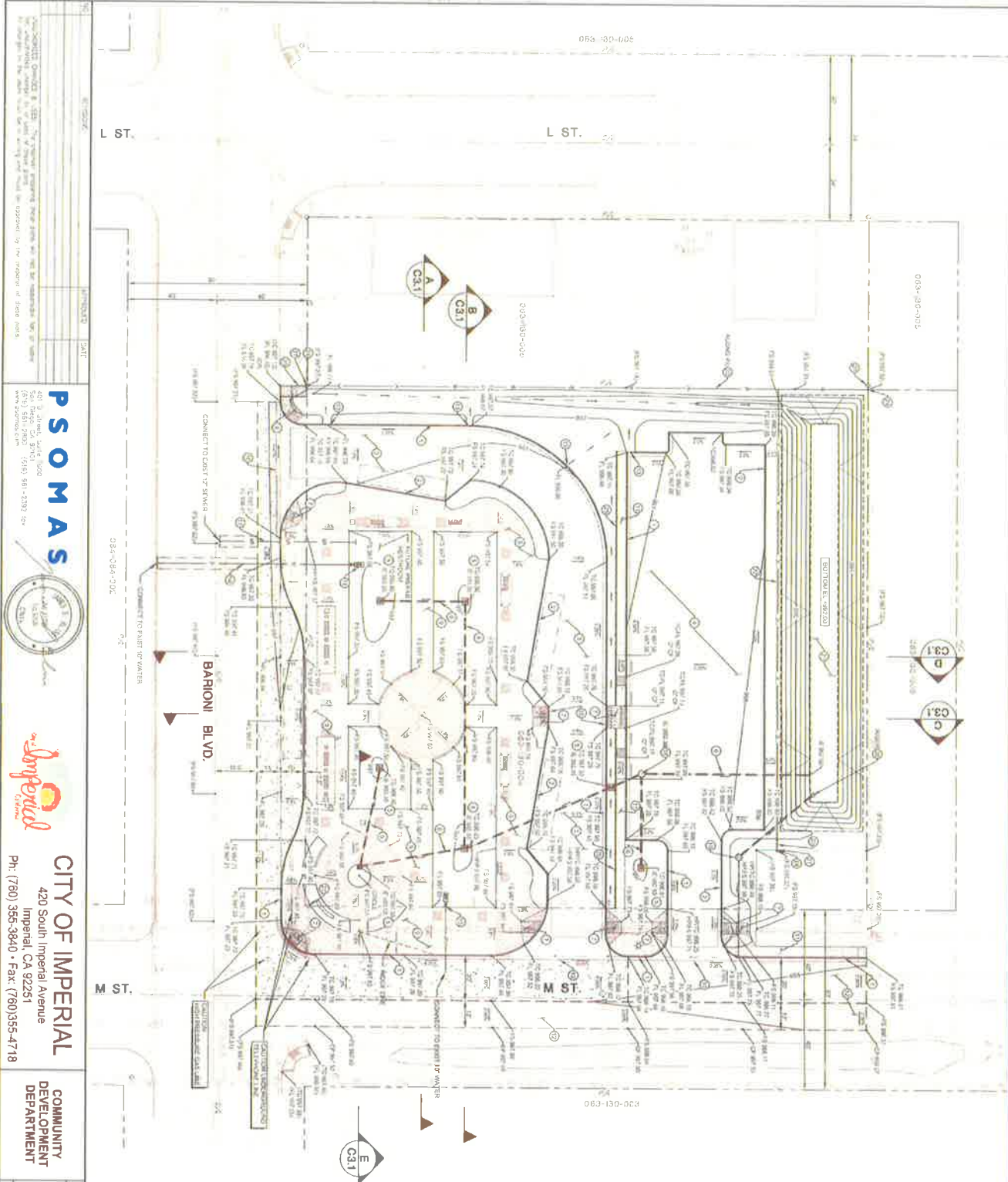
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401 B Street, Suite 1600
San Diego, CA 92101
(619) 561-2800 (fax) 438-7327
www.palomar.com

4015 Street, Suite 600
San Diego, CA 92161
(619) 567-2800 (619) 567-2342 fax
www.primus.com



SHEET
3
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SHEET 3



CONSTRUCTION NOTES:

1. CONSTRUCT 1" PCC CURB AND GUTTER PER CSD NO. 24
2. CONSTRUCT 1" PCC CURB AND GUTTER PER CSD NO. 24
3. VEHICLE CATCH BASIN PER CSD NO. 24
4. MANHOLE 15" DIA. PER CSD NO. 24
5. 12" X 12" CATCH BASIN PER CSD NO. 24
6. 6" STORM DRAIN PER CSD NO. 24
7. CONSTRUCT 15" DIA. MANHOLE PER CSD NO. 24
8. CONSTRUCT 15" DIA. MANHOLE PER CSD NO. 24
9. PERMITMAN CONSTRUCT 15" DIA. MANHOLE PER CSD NO. 24
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PSOMAS

420 S. JIMENEZ, SUITE 1000
IMPERIAL, CA 92251
PH: (760) 365-3840 • FAX: (760) 365-4718

CITY OF IMPERIAL

420 South Imperial Avenue
Imperial, CA 92251
PH: (760) 365-3840 • FAX: (760) 365-4718

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: 2/27/2018

SCALE: 1" = 20'

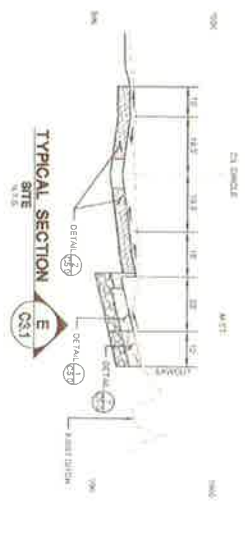
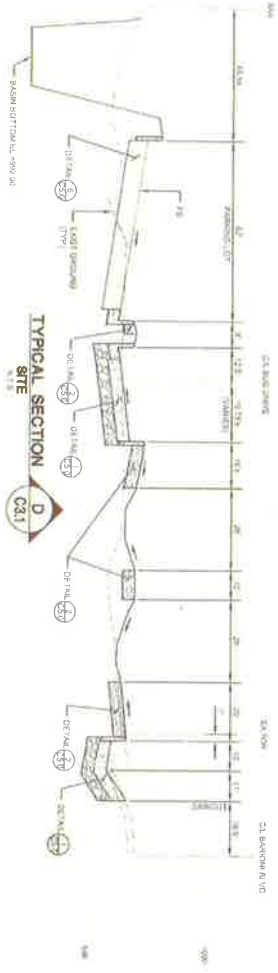
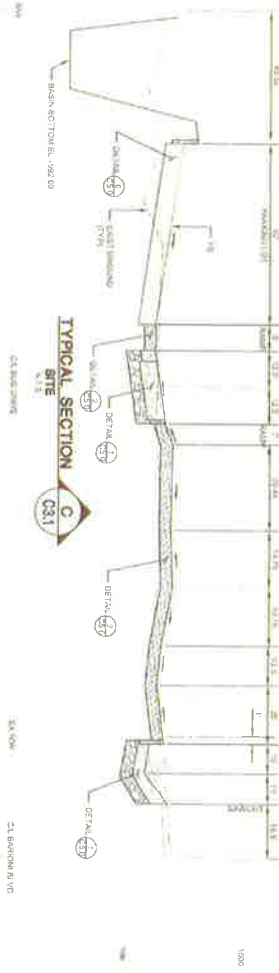
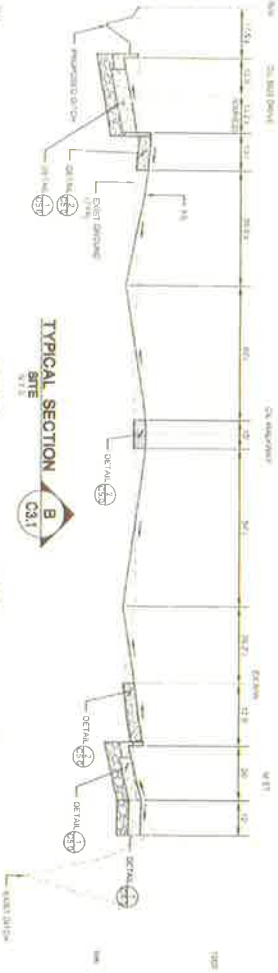
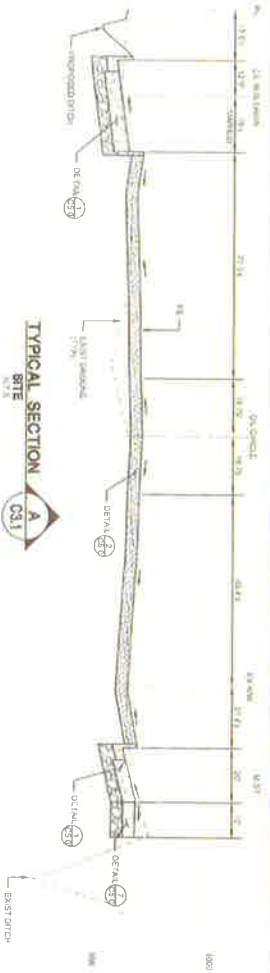
GRADING, PAVING AND UTILITY PLAN

IMPERIAL TRANSIT PARK

SHEET 4

C3.0

CLEARING AND GRUBBING

[illegible]

PSOMAS
401 E Street, Suite 1600
San Diego, CA 92101
(619) 951-7800 (619) 951-7192 fax



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY
DEVELOPMENT
DEPARTMENT

SECTIONS

C3.1

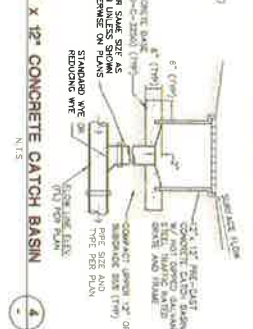
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DATE: 2/27/2014

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DETAIL $\frac{10}{1}$ FOR COVER

FOR
BRAIN

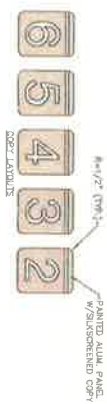
1.4" DIA. FPC 300#
 APPROXIMATE EQUIV. WALL
 THICKNESS

SWAP PUMP WILL BE LIBERTY
 PUMPS MODEL 450 OR CITY
 APPROVED EQUIVALENT

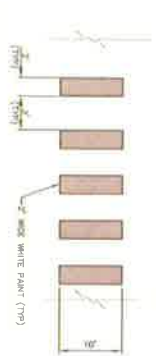
Site plan of the proposed development. The plan shows a main square building, a parking lot, and a road. The building is labeled 'MAIN SQ. BUILDING'. The parking lot is labeled 'PARKING LOT'. The road is labeled 'ROAD'. A drainage ditch is labeled 'DRAINAGE DITCH'. A north arrow is present in the upper right corner.

[illegible]

412



2



NOTE: CROSSWALK MARKING SHALL BE COMPLIANT WITH CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR RETROREFLECTIVITY AND SKID RESISTANCE

100

proceeding these items are not for issuance for a cash price.
and must be approved by the authority of state power.

PSOMAS
401 B Street, Suite 1600
San Diego, CA 92101
(619) 961-2800 (619) 461-2352 fax
www.psomas.com

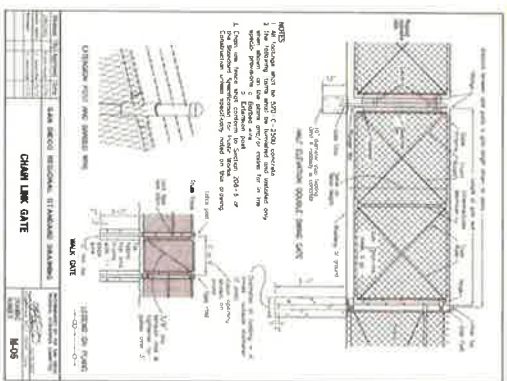
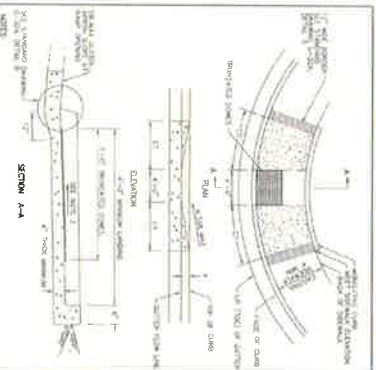


CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4711

COMMUNITY
DEVELOPMENT
DEPARTMENT

IMPERIAL TRANSIT PARK

SHEET
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1



13



212



C5.1

GENERAL SPECIFICATIONS

1. All local, municipal and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications and their provisions shall be deemed to be by Contractor.
2. Contractor shall have a valid contractor's license required by the applicable work being done.
3. Contractor shall allow the contractor to locate during the entire period.
4. Contractor shall verify the location of all existing utilities, structures, and services before commencing work. The locations of utilities, structures and services shown in title plans are approximate only. Any discrepancies between these plans and actual field conditions shall be reported to the City of Imperial, California.
5. Contractor shall protect all existing utilities and features to remain on and adjacent to the project area during construction. Contractor shall "cover" all its own exposure of damage resulting from its operations or negligence.
6. Contractor shall obtain the permit engineering survey or structural plans before beginning work.
7. Contractor shall obtain all necessary permits required to perform the work indicated herein before beginning work.
8. Contractor shall arrange to pay for any permit fees and related expenses with the Owner's authorized representative.
9. Current Contractor shall obtain all necessary permits before beginning work. Earthwork specifications shall have precedence over these specifications.
10. Contractor must check all dimensions, bearing conditions and site conditions before starting work. All dimensions shall be verified by the Contractor's surveyor. All dimensions shall be verified by the Contractor's surveyor. All dimensions shall be verified by the Contractor's surveyor.
11. Contractor shall not willfully install any materials at shown on the plans when it is obvious to the Contractor that the materials are not suitable for the work. If the Contractor is in doubt as to the suitability of any materials, the Contractor shall consult with the City of Imperial's representative before installing any materials.
12. Contractor shall be responsible for any coordination with subcontractors as required to accomplish all construction operations. All permit, conduit, sleeves, etc. shall be set in place prior to installation of construction items.
13. Contractor shall be responsible for reducing any existing materials that are damaged during construction.
14. The drawings and specifications represent the finished structure. All bearing, temporary supports, shoring, bracing, etc. and the "old" responsibility of Contractor.
15. Contractor shall be responsible for the safety of all persons and property. The Contractor shall protect all construction and existing structures and when required provide guards or covering. Any damage shall be repaired or replaced at the Contractor's expense.
16. All items and equipment of paving shall be reviewed and approved by the Landscape Architect or City prior to paving. A minimum of 48 hours notice is required.
17. All proposed surfaces shall meet existing surfaces with smooth and continuous transition and shall be fully sloped to the edge.
18. All dimensions are from outside face of paving, wall, curb, post steel, etc. unless otherwise noted on plan. All angles are 90 or 45 degrees unless otherwise noted.
19. Contractor shall maintain a suitable English speaking supervisor on site at all times during installation. Supervisor shall keep and make available a current copy of the drawings and original construction plans on which the work shall be based.
20. Contractor shall assume sole and complete responsibility for the job site conditions during construction of the project, including the safety of all persons and property. The Contractor shall protect all construction and existing structures and when required provide guards or covering. Any damage shall be repaired or replaced at the Contractor's expense.
21. Contractor shall report, promptly and to the City of Imperial, California, any and all accidents, including any claims arising out of the operations of the project or any of its subcontractors, material suppliers, or agents accepting for liability, arising from the site regardless of the City of Imperial's position.



DATE: 2-1-18

TSD JOB NO. 16-07

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	2-1-18
2	ISSUED FOR PERMIT	2-1-18
3	ISSUED FOR PERMIT	2-1-18
4	ISSUED FOR PERMIT	2-1-18
5	ISSUED FOR PERMIT	2-1-18
6	ISSUED FOR PERMIT	2-1-18
7	ISSUED FOR PERMIT	2-1-18
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21	ISSUED FOR PERMIT	2-1-18
22	ISSUED FOR PERMIT	2-1-18
23	ISSUED FOR PERMIT	2-1-18
24	ISSUED FOR PERMIT	2-1-18

LANDSCAPE PLANS PREPARED FOR: IMPERIAL TRANSIT PARK AT BARIONI BLVD. BETWEEN L ST. TO M ST. CITY OF IMPERIAL IMPERIAL COUNTY, CALIFORNIA



VICINITY MAP

SHEET INDEX:

LANDSCAPE TITLE SHEET	9 (L-1)
HARDSCAPE PLAN, SITE AMENITIES AND FLAT WORK SCHEDULES	10 (L-2)
HARDSCAPE PLAN	11 (L-3)
HARDSCAPE DETAILS	12 (L-4)
HARDSCAPE DETAILS	13 (L-5)
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IRRIGATION PLAN AND SCHEDULE	16 (L-8)
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IRRIGATION LEGEND AND WATER USE CALCULATION	18 (L-10)
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IRRIGATION DETAILS	21 (L-13)
IRRIGATION DETAILS	22 (L-14)
IRRIGATION DETAILS	23 (L-15)
IRRIGATION DETAILS	24 (L-16)

PREPARED FOR:
CITY OF IMPERIAL
Phone: (760) 355-3840

PREPARED BY:
TESHIMA DESIGN GROUP
Contact: Mark Stempniak
9903 Businesspark Avenue, Suite 100
San Diego, CA 92131
858.693.8824

PSOMAS
401 B Street, Suite 100
Imperial, CA 92251
(659) 561-2822 (918) 461-2321 fax



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: 09/31/2017

LANDSCAPE TITLE SHEET
IMPERIAL TRANSIT PARK

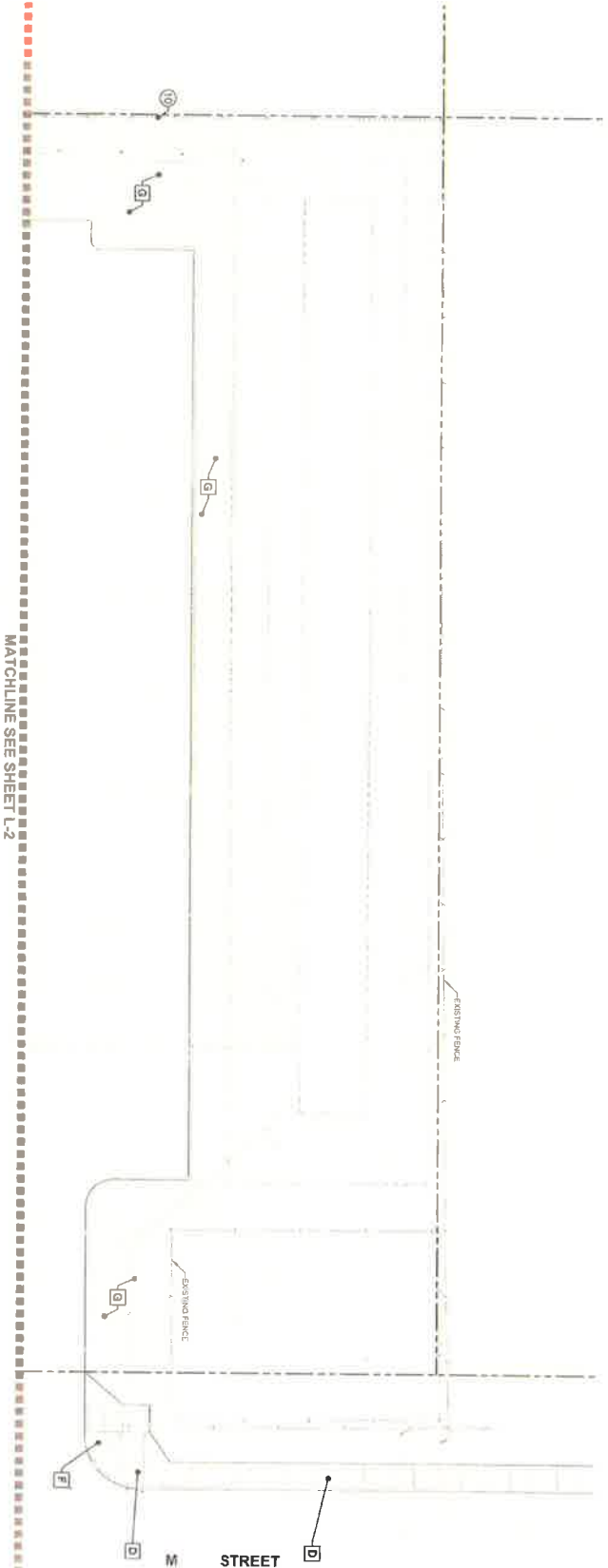
SHEET 9
30
SHEETS



QUALITY CONTROL CHANGES & USES
The information contained herein is for informational purposes only and is not intended to be used for any other purpose. It is the responsibility of the user to verify the accuracy of the information and to use it only for the intended purpose. The information is provided for informational purposes only and is not intended to be used for any other purpose. It is the responsibility of the user to verify the accuracy of the information and to use it only for the intended purpose.

MATCHLINE SEE SHEET L-3

[illegible]



SCALE: 1"=10'-0"

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 10000 S. 10TH AVE., SUITE 100
 DENVER, CO 80231
 TEL: 303.733.1000
 FAX: 303.733.1001
 WWW.TESHIMADSG.COM



SEE SHEET L-4, L-5, L-6 AND L-7 FOR HARDSCAPE DETAILS
 SEE SHEET L-2 FOR SITE AMENITIES SCHEDULE
 SEE SHEET L-2 FOR SITE FLAT WORK SCHEDULE

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	09/21/2017
2	ISSUED FOR PERMIT	09/21/2017
3	ISSUED FOR PERMIT	09/21/2017
4	ISSUED FOR PERMIT	09/21/2017
5	ISSUED FOR PERMIT	09/21/2017
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7	ISSUED FOR PERMIT	09/21/2017
8	ISSUED FOR PERMIT	09/21/2017
9	ISSUED FOR PERMIT	09/21/2017
10	ISSUED FOR PERMIT	09/21/2017

PSOMAS
 401 B Street, Suite 550
 San Diego, CA 92101
 (619) 581-2500 (619) 581-2527 fax
 www.psomas.com



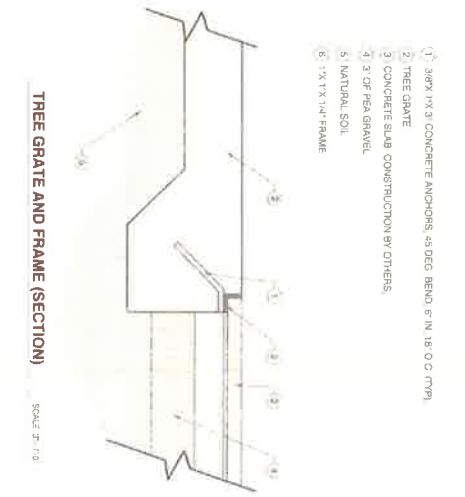
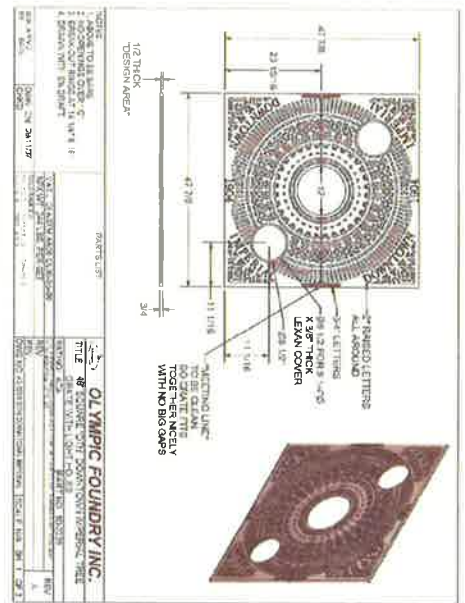
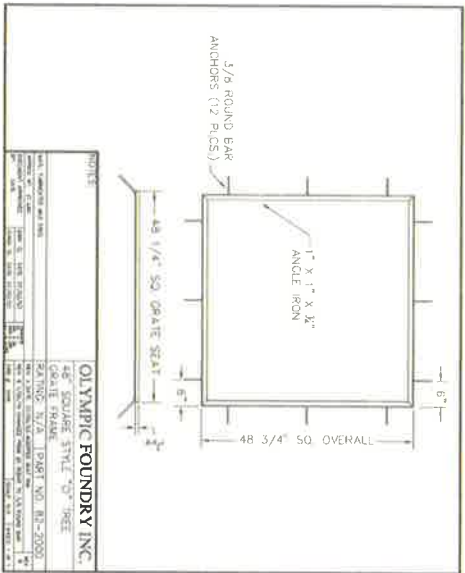
CITY OF IMPERIAL
 420 South Imperial Avenue
 Imperial, CA 92251
 Ph: (760) 365-3840 • Fax: (760) 365-4718

COMMUNITY DEVELOPMENT DEPARTMENT

HARDSCAPE PLAN
IMPERIAL TRANSIT PARK

L-3
 SHEET 11 OF 30 SHEETS

DESIGNED BY: TESHIMA DESIGN GROUP
 CHECKED BY: TESHIMA DESIGN GROUP
 IN CHARGE: TESHIMA DESIGN GROUP
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM TESHIMA DESIGN GROUP.
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5

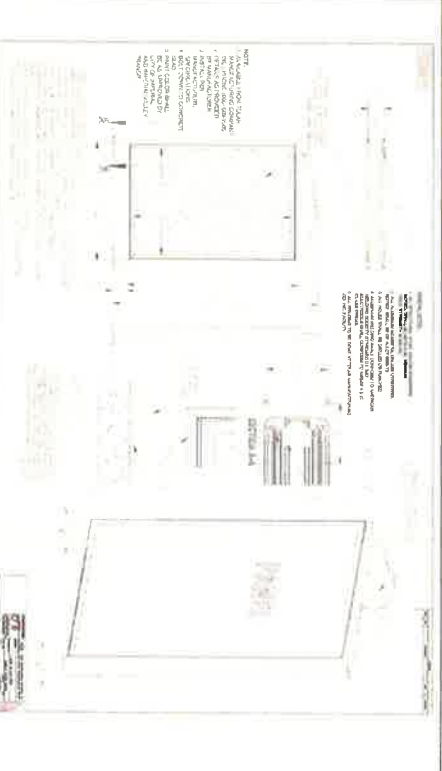
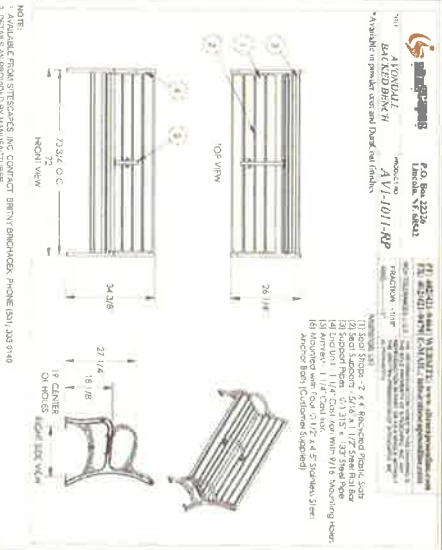
TREE GRATE AND FRAME

NOTE:
1. AVAILABLE FROM OLYMPIC FOUNDRY, INC. CONTACT REMARKS FROM 100% (10/14/10)
2. METALLIC FINISHES SPECIFICATIONS
3. METALLIC FINISHES SHALL BE APPROVED BY THE CITY OF IMPERIAL PRIOR TO ORDERING
4. COLOR AND FINISH SHALL BE APPROVED BY THE CITY OF IMPERIAL PRIOR TO ORDERING

6

SEATWALL

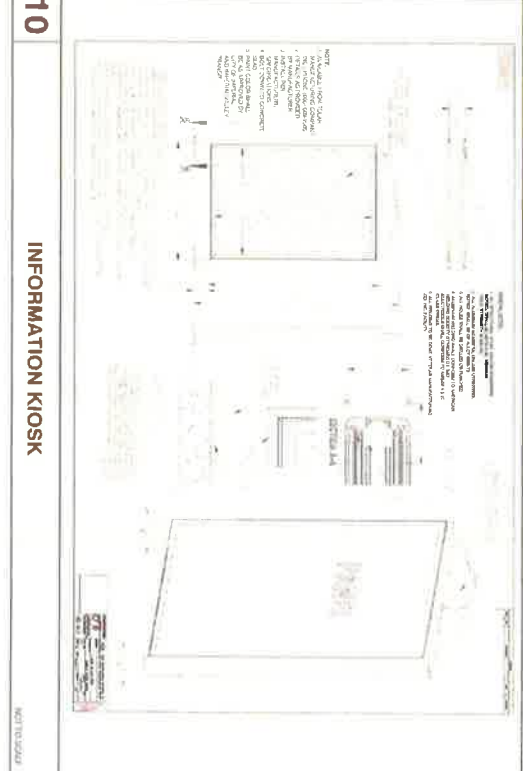
SCALE: 1/4\"/>



7

BACKED BENCH

SCALE: 1/4\"/>



TESHIMA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
1000 S. MICHIGAN AVE. SUITE 200
SAN DIEGO, CA 92108
TEL: 619.594.1100
WWW.TESHIMADG.COM

TDC JOB NO. B-07
DATE: 2-2-18

DATE: 09/13/2017

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San Diego, CA 92101
TEL: 619.594.1100
WWW.PSOMAS.COM

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760)355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

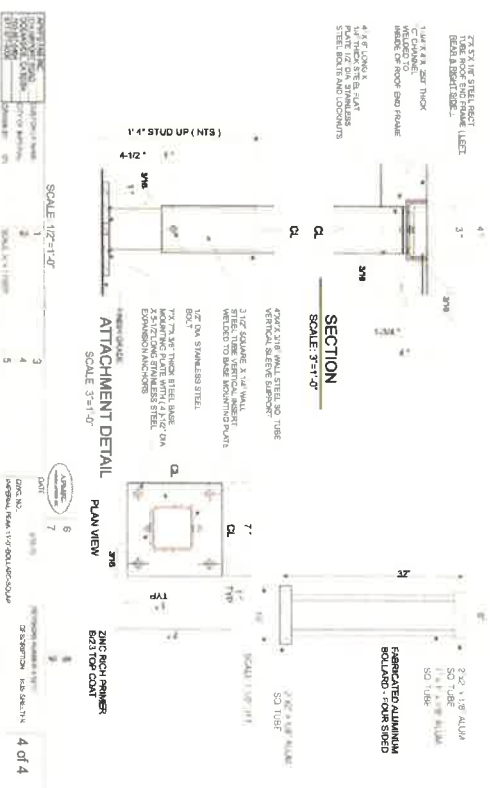
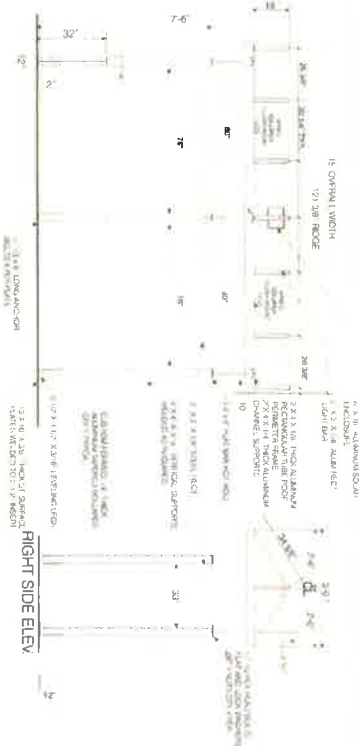
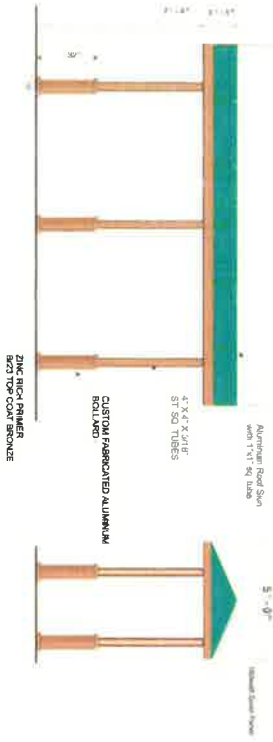
HAROSCAPE DETAILS

IMPERIAL TRANSIT PARK

SHEET **13**
OF **30**

City of Imperial
Custom Peak Solar LED Bus Shelter

15'



8

BUS SHELTER

NO. 12 SCALE



TDS NO. 15-07

DATE: 3-3-8

UNLAWFUL TO CHANGE OR USES: The engineer preparing these plans will not be responsible for or alter the design of the project which is not within the scope of the project.

P S O M A S

420 South Imperial Avenue
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CITY OF IMPERIAL

420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

**COMMUNITY
DEVELOPMENT
DEPARTMENT**

HARDSCAPE DETAILS

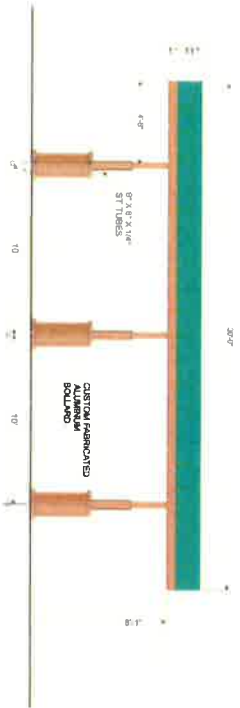
IMPERIAL TRANSIT PARK

DATE: 09/23/2017

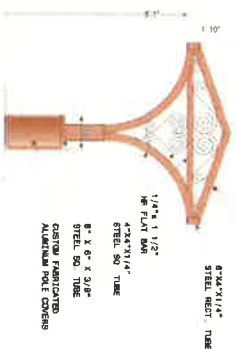
SHEET
14
OF
30
SHEETS

L-6

City of Imperial
Custom 30th Peak x 8ft Walking Path Shade Shelter



NOTE: STRUCTURAL ROOF



NOTE: STRUCTURAL ROOF



REVISION	DATE	BY	DESCRIPTION
1	09/21/2017	TS	ISSUED FOR PERMIT
2	09/21/2017	TS	REVISED TO ADD 30' x 8' CANOPY
3	09/21/2017	TS	REVISED TO ADD 4x8 STEEL POSTS
4	09/21/2017	TS	REVISED TO ADD 8' x 8' x 1/4\"/>
5	09/21/2017	TS	REVISED TO ADD 30' x 8' CANOPY

9

SHADE STRUCTURE



TSDB JOB NO. 15-07

DATE 1-1-18

UNAPPROVED CHANGES & USES: The engineer preparing these plans will not be responsible for or liable for any changes or uses of these plans that are not approved by the engineer of record. All changes to the plans must be in writing and must be approved by the engineer of record.

PSOMAS
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www.psomas.com



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
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COMMUNITY DEVELOPMENT DEPARTMENT

HARDSCAPE DETAILS

IMPERIAL TRANSIT PARK

SHEET
15
OF
30
SHEETS

DATE: 09/21/2017

DATE: 09/21/2017

IRRIGATION SCHEDULE



POINT OF CONNECTION INFORMATION

IRRIGATION CONTROLLER
 IRRIGATION CONTROLLER SHALL INSTALL 1" MINUTE CONNECTION PIPES CONTROLLER IN A STAINLESS STEEL PEEDED TIE ENCLOSURE INSTALL IN THE DECK/WALK OR DRIVE AREA ADJACENT TO CONCRETE WALK. FINAL LOCATION OF TIE REPRESENTATIVE SHALL BE APPROVED BY AUTHORIZED CITY REPRESENTATIVE PRIOR TO INSTALLATION. CONTROLLER SHALL PROVIDE 120 VOLT ELECTRICAL SUPPLY TO CONTROLLER AND INSTALL WITH MANUFACTURER RECOMMENDATIONS. INSTALL WITH MINUTE SOLAR SENSING DEVICE.

POINT OF CONNECTION INFORMATION	
Order Date:	7/13/2006 10:56 AM by Carl B. Quinn
Order Type:	New Order - Computer, Monitor, C-200, PC-355
Ordering Office:	Neurology - Johns Hopkins Health System
Ordering Physician:	1117 Francis Drive
Order Frequency:	48 Days
Order Date:	1/17/2006
Ordering Physician:	C
Ordering Office:	
Ordering User:	DB

SEE SHEET L-10 FOR IRRIGATION LEGEND
SEE SHEET L-9 FOR IRRIGATION NOTES
SEE SHEET L-11, L-12 AND L-13 FOR DETAILS



BOULEVARD

PERSONAS

401 B Street, Suite 1600
San Diego, CA 92101
(619) 961-2800 (619) 961-2392 fax
www.promos.com



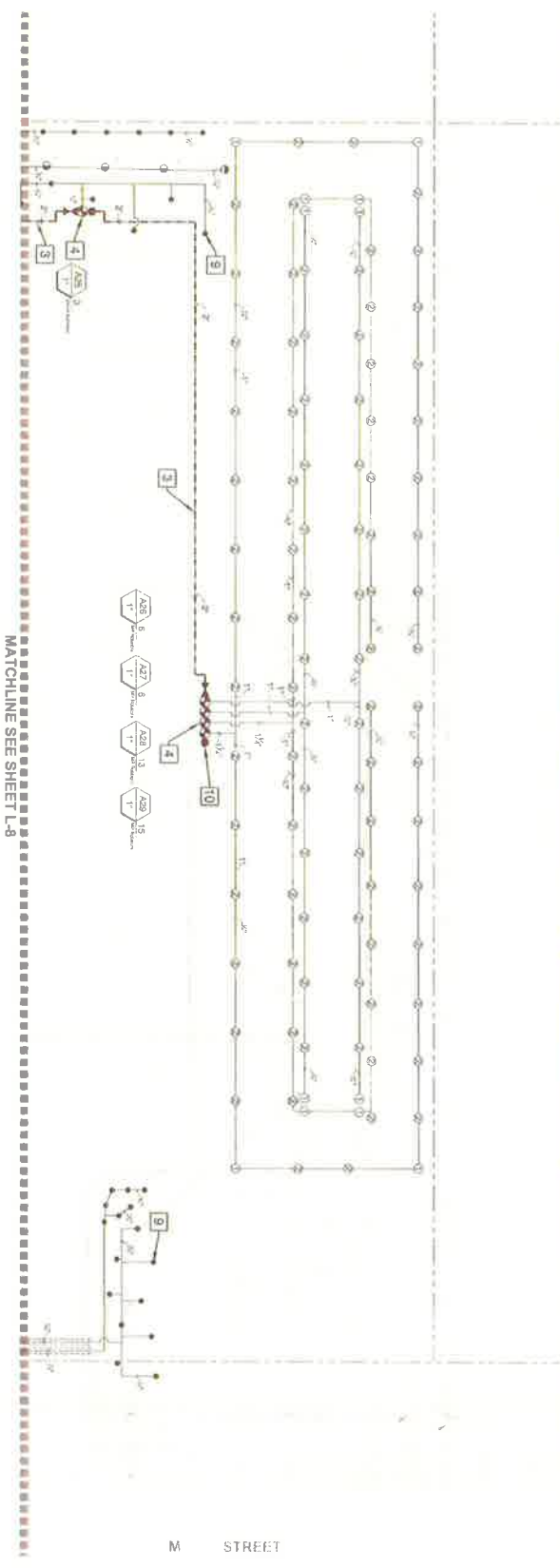
CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3640 • Fax: (760) 355-4741

**COMMUNITY
DEVELOPMENT
DEPARTMENT**

DATE: 09/31/2017

IMPERIAL TRANSIT PARK

L-8
SHEET
16
30
SHEETS



IRRIGATION NOTES

1. ALL LOCAL, NATIONAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR AFFECTING THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL BE COMPLIED WITH AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES OF ALL TYPES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, ELECTRIC, CABLE, AND TELEPHONE LINES, PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE APPROPRIATE AGENCIES.
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SEE SHEET L-10 FOR IRRIGATION LEGEND
SEE SHEET L-8 FOR IRRIGATION SCHEDULE
SEE SHEET L-11, L-12 AND L-13 FOR DETAILS

TESHIMA DESIGN GROUP
LANDSCAPE ARCHITECTS & ENGINEERS
1000 S. GARDEN AVENUE, SUITE 100
DENVER, CO 80202
(303) 733-1100
www.teshimadg.com

Professional Engineer Seal for Teshima Design Group, State of Colorado, License No. 12345.

TS-100 NO. 1-07

DATE: 2-2-18

PSOMAS

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Imperial, CA 92251
(619) 961-2300 (619) 961-2392 fax
www.psomas.com

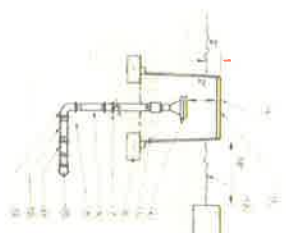
CITY OF IMPERIAL
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Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760)355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

IRRIGATION PLAN AND NOTES

IMPERIAL TRANSIT PARK

SHEET **17** OF **30** SHEETS



1. STAINLESS STEEL ENCLOSURE SEE LISTING
2. 1/2" SCH 40 GARY CONDUIT
3. CONTROLLER SEE LISTING AND TYPE
4. 1/2" SCH 40 GARY CONDUIT
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QUICK COUPLER

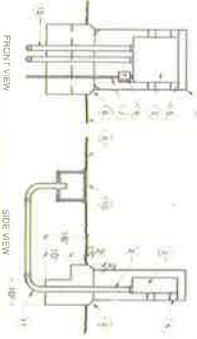
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TRENCHING

NOT TO SCALE

WIRE CONNECTOR

NOT TO SCALE



1. RAIN SENSOR
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3. CONTROLLER SEE LISTING AND TYPE
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RAIN SENSOR MOUNTING DETAIL

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POP-UP SPRAY HEAD

NOT TO SCALE

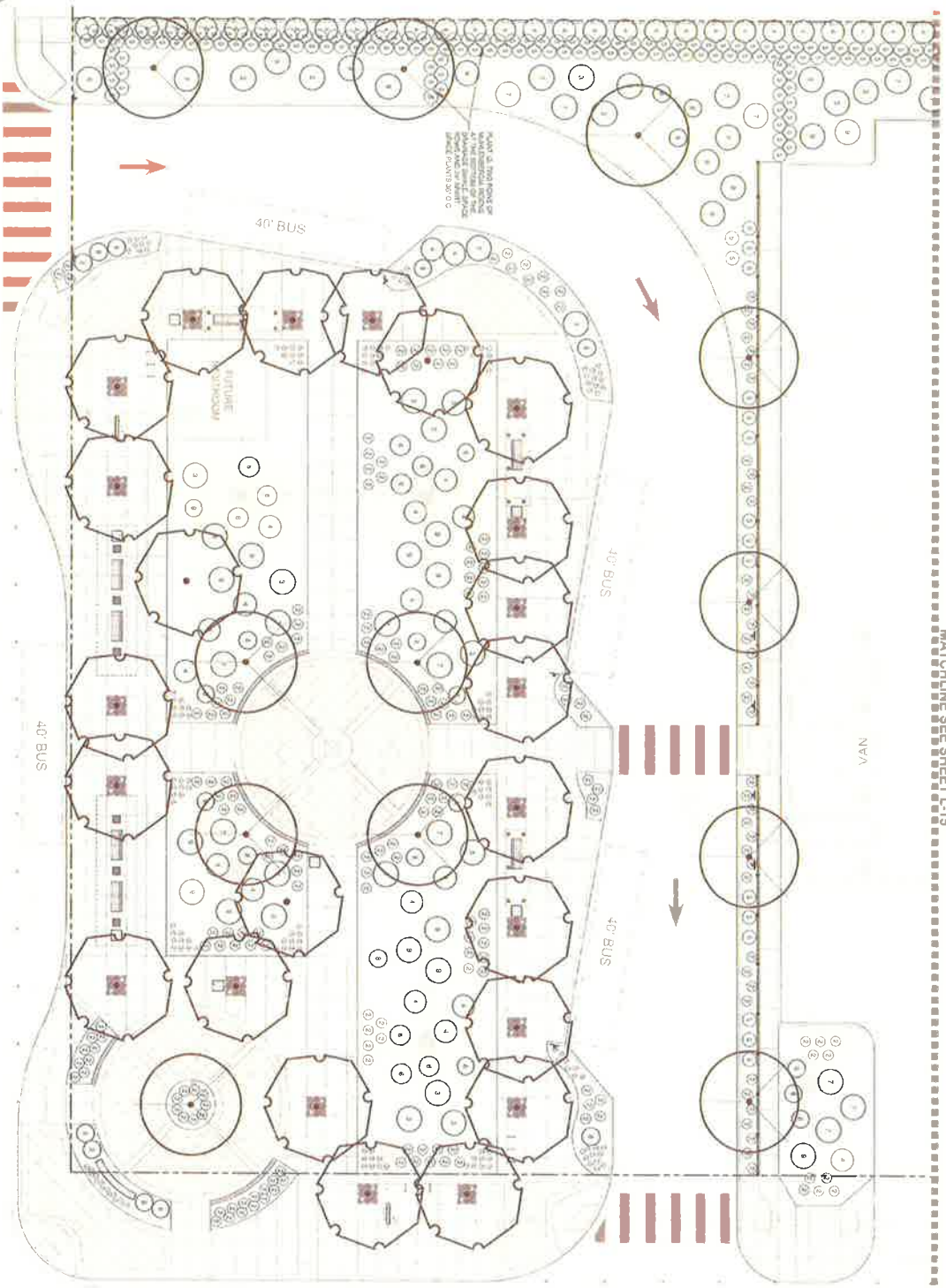


TESHIMA DESIGN GROUP, INC.
 1000 N. 10TH AVE., SUITE 100
 DENVER, CO 80202
 TEL: (303) 733-1234
 FAX: (303) 733-1235
 WWW.TESHIMADSG.COM

P S O M A S
 420 South Imperial Avenue
 Imperial, CA 92251
 Ph: (760) 355-3840 • Fax: (760) 355-4718

CITY OF IMPERIAL
 COMMUNITY DEVELOPMENT DEPARTMENT
 IMPERIAL TRANSIT PARK
 SHEET 20 OF 30
 DATE: 08/23/2017

MATCHLINE SEE SHEET L-15



SEE SHEET L-5 FOR PLANT LIST
SEE SHEET L-16 FOR PLANTING NOTES
SEE SHEET L-16 FOR PLANTING DETAILS



TESHIMA DESIGN GROUP
ARCHITECTS
10000 WILLOW AVENUE, SUITE 200
LOS ANGELES, CA 90024
TEL: (310) 355-1234
WWW.TESHIMADSG.COM

DATE: 7-7-18
TDC JOB NO: L-07

NO.	REVISIONS	DATE
1	ISSUED FOR PERMIT	7/7/18
2	ISSUED FOR CONSTRUCTION	

PSOMAS
401 B Street, Suite 1500
Imperial, CA 92251
(619) 355-1234 • (619) 355-1235 fax
www.psomas.com

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

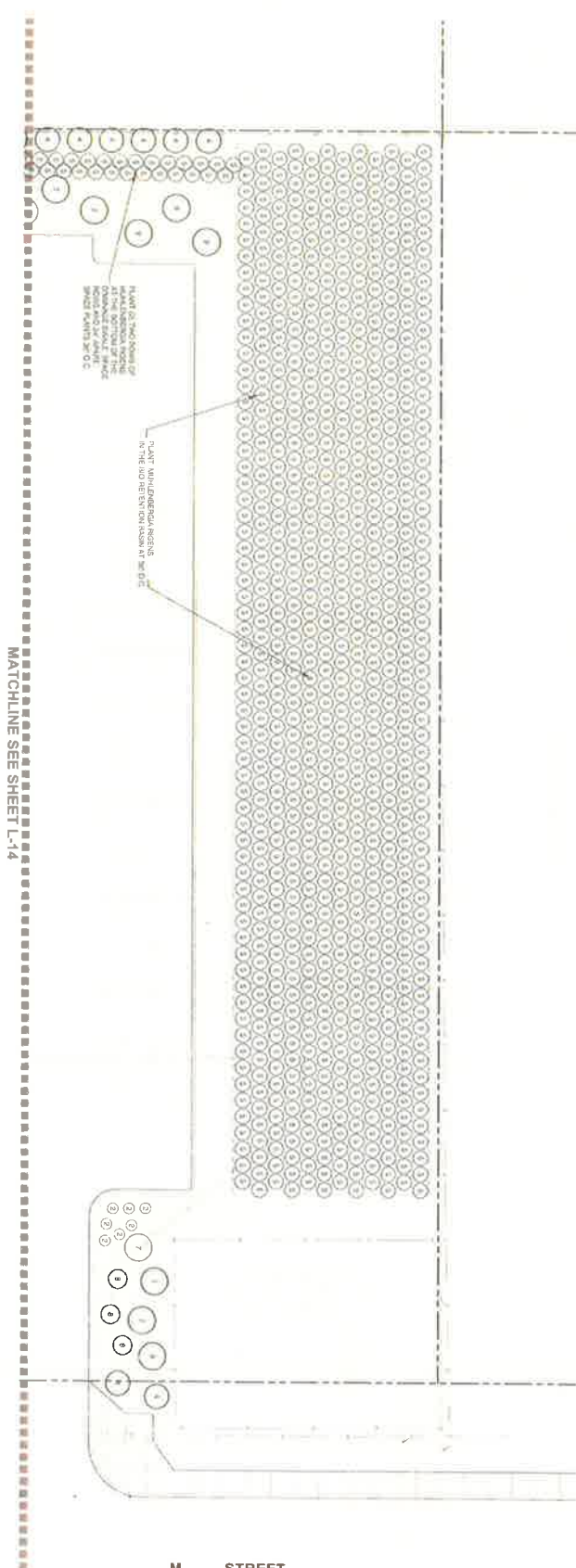
IMPERIAL TRANSIT PARK

DATE: 06/21/2017

SHEET **22** OF **30** SHEETS

L-14

M STREET



PLANT LIST

TREES			
CODE	BOTANICAL NAME	COMMON NAME	QTY / SIZE
1	Parsonsia Desert Museum	Parsonsia	23 24' Box
2	Prosopis juliflora	Mesquite	12 24' Box

NOTE: ALL TREES LOCATED WITHIN 5 FEET OF ANY LANDSCAPE SHALL BE INSTALLED WITH ROOT BARRIER. ROOT BARRIER SHALL BE BID BARRIER. SEE DETAIL P3 ON SHEET L-16

SHRUBS			
CODE	BOTANICAL NAME	COMMON NAME	QTY / SIZE
1	Ficus sp.	Blue Ficus	196 1' Gallon
2	Lantana camara	Purple Trailing Lantana	220 1' Gallon
3	Desfontainia	Desert Spoon	20 5 Gallon
4	Larrea tridentata	Tridentate Yucca	59 5 Gallon
5	Muhlenbergia	Deer Grass	967 1' Gallon
6	Yucca elata	Yucca	9 5 Gallon
7	Ceanothus	Blue Bird of Paradise	27 5 Gallon
8	Agave americana	Winged Century Plant	31 5 Gallon
9	Agave americana	Winged Century Plant	31 5 Gallon

NOTES:
1. MANY OF THE SHRUBS LISTED TREES AND SHRUBS ARE AVAILABLE FROM MOUNTAIN STATES WHOLESALE NURSERY
2. ALL PLANTS FOR THIS PROJECT SHALL COME FROM NURSERIES LOCATED IN THE SAME CLIMATE ZONE AS CITY OF
IMPERIAL. CONTRACTOR SHALL PROVIDE NAME AND LOCATION OF THE NURSERY WITH THE PLANTING TO SUBMITTALS
FOR APPROVAL BY LANDSCAPE ARCHITECT



TESHIMA DESIGN GROUP
LANDSCAPE ARCHITECTS
1000 S. MICHIGAN AVE. SUITE 100
SAN DIEGO, CA 92101
TEL: 619-594-1234
FAX: 619-594-1235
WWW.TESHIMADG.COM

TDG JOB NO. L-16

DATE: 2-2-25



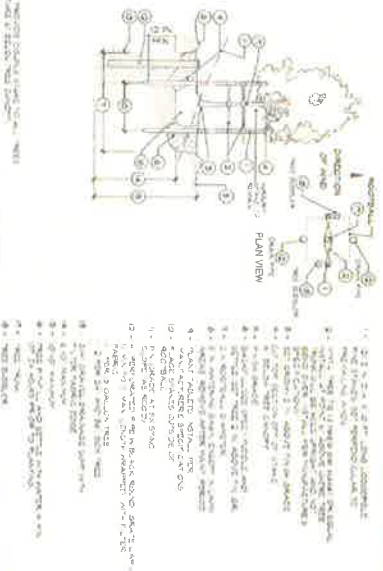
PSOMAS
401 B Street, Suite 1000
San Diego, CA 92101
(619) 594-1234



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

PLANTING PLAN AND PLANT LIST
IMPERIAL TRANSIT PARK



TREE / SHRUB PLANTING

TREE DOUBLE STAKING AND DRAINAGE

THE SAME SPECIES, QUANTITY AND SIZE AND MEETING A

A technical drawing of a rectangular building plan. The overall width is labeled as 2.7 N. VARIOUS. The height is labeled as 1.5 M. There are several smaller dimensions and labels around the perimeter, including 0.5 M, 0.8 M, 1.2 M, and 1.5 M. A central area is shaded in light brown.

ROOT BARRIER

MANUSCRIPT
REJECTED BY
THE PROJECT



San Diego CA 92101
(619) 961-2800 (ext) 961-2397 fax
www.pscmms.com



**COMMUNITY
DEVELOPMENT
DEPARTMENT**

24
30 SHEETS

ENT, REINFORCED AND CASTING OVER 50 IN. IN THICKNESS AND PLACING TO SMOOTH AND FINISH. PLACE ALL REINFORCING BARS TO COVER ALL BARS SHALL BE 60X60 TO ELIMINATE WATER AND SOL WATER ON TO BARS AND INCREASE ALL UNDESIRABLE REINFORCING. PROVIDE POSITIVE DRAINAGE. (2" SLOPED AWAY FROM STRUCTURES AND TERMINATING IN AN APPROVED DRAINAGE SYSTEM)

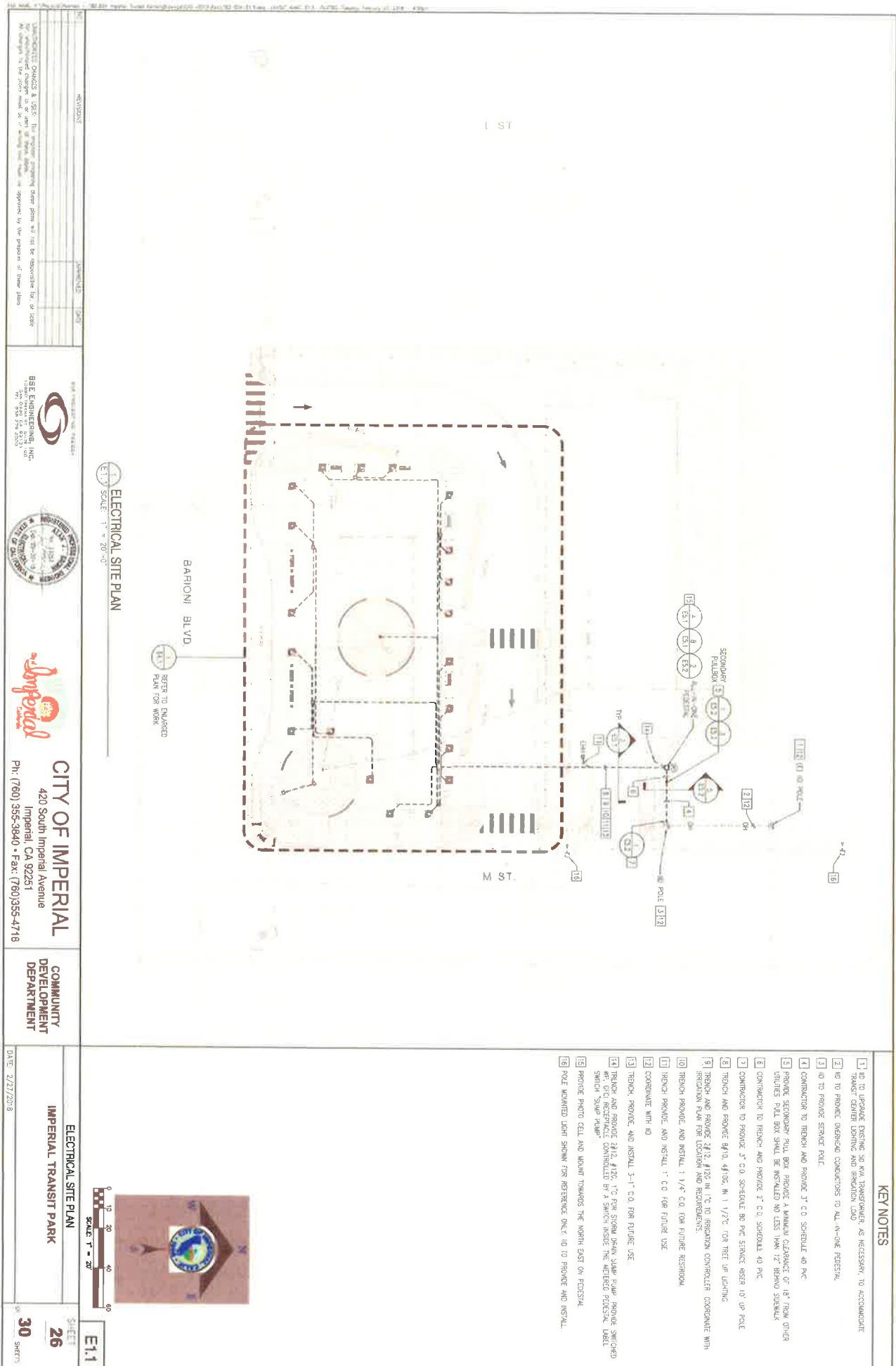
ELECTRICAL GENERAL NOTES

THE FOLLOWING GENERAL NOTES APPLY TO ALL ELECTRICAL DRAWINGS

- INSTALLATION OF ELECTRICAL SHALL CONFORM WITH LOCAL, STATE AND FEDERAL REQUIREMENTS, THE 2014 CALIFORNIA ELECTRICAL CODE (C.E.C.), NFPA 70E, ARTICLE 2016 GREEN BOOK (UPDATED), SAE J220 2012 WHITE BOOK AND OTHER GOVERNMENT CODES AND ORDINANCES.
- THE ELECTRICAL EQUIPMENT SHALL BE RATED VOLTAGE 240.
- ALL ELECTRICAL SHALL MEET THE SET INCLUDING ALL WEBS MOUNTED ON THE EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EXISTING CONDITIONS AND IF SUBMITTING A BID ACCEPTS CONDITIONS UNDER WHICH HE SHALL BE REQUIRED TO PERFORM HIS WORK.
- IT SHALL BE THE ELECTRICAL CONTRACTORS RESPONSIBILITY TO OBTAIN A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS. HE SHALL CHECK THE COMPLETENESS OF THE DRAWINGS AND SPECIFICATIONS. HE SHALL BE RESPONSIBLE FOR THE OTHER TRADES AND SHALL CAREFULLY READ THE ENTIRE SPECIFICATION AND DRAWINGS. HE SHALL BE RESPONSIBLE TO DO SO AND TO BE AWARE OF ANY CHANGES THAT MAY OCCUR. HE SHALL BE RESPONSIBLE TO COORDINATE WITH THE DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EXISTING CONDITIONS AND IF SUBMITTING A BID ACCEPTS CONDITIONS UNDER WHICH HE SHALL BE REQUIRED TO PERFORM HIS WORK.
- AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
ASSOCIATED POWER CABLE ENGINEERS ASSOCIATION (APCA)
NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
NATIONAL ELECTRICAL ASSOCIATION (NECA)
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
CALIFORNIA ELECTRICAL CODE (C.E.C.) - LATEST EDITION
CARPENTERS CODE OF REGULATIONS (C.C.R.) - LATEST EDITION
NATIONAL OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
UL STANDARDS (UL94) AND SUBORDINATE
- WHERE THE CODES HAVE DIFFERENT LEVELS OF REQUIREMENTS, THE MOST STRINGENT RULE SHALL PREVAIL.

ABBREVIATIONS

A	ADRESSES, AMBERT	I	LDG
B	ADRESSES, AMBERST	II	LDG
C	ADRESSES, AMHERST	III	LDG
D	ADRESSES, AMHERST	IV	LDG
E	ADRESSES, AMHERST	V	LDG
F	ADRESSES, AMHERST	VI	LDG
G	ADRESSES, AMHERST	VII	LDG
H	ADRESSES, AMHERST	VIII	LDG
I	ADRESSES, AMHERST	IX	LDG
J	ADRESSES, AMHERST	X	LDG
K	ADRESSES, AMHERST	XI	LDG
L	ADRESSES, AMHERST	XII	LDG
M	ADRESSES, AMHERST	XIII	LDG
N	ADRESSES, AMHERST	XIV	LDG
O	ADRESSES, AMHERST	XV	LDG
P	ADRESSES, AMHERST	XVI	LDG
Q	ADRESSES, AMHERST	XVII	LDG
R	ADRESSES, AMHERST	XVIII	LDG
S	ADRESSES, AMHERST	XIX	LDG
T	ADRESSES, AMHERST	XX	LDG
U	ADRESSES, AMHERST	XXI	LDG
V	ADRESSES, AMHERST	XXII	LDG
W	ADRESSES, AMHERST	XXIII	LDG
X	ADRESSES, AMHERST	XXIV	LDG
Y	ADRESSES, AMHERST	XXV	LDG
Z	ADRESSES, AMHERST	XXVI	LDG
AA	ADRESSES, AMHERST	XXVII	LDG
AB	ADRESSES, AMHERST	XXVIII	LDG
AC	ADRESSES, AMHERST	XXIX	LDG
AD	ADRESSES, AMHERST	XXX	LDG
AE	ADRESSES, AMHERST	XXXI	LDG
AF	ADRESSES, AMHERST	XXXII	LDG
AG	ADRESSES, AMHERST	XXXIII	LDG
AH	ADRESSES, AMHERST	XXXIV	LDG
AI	ADRESSES, AMHERST	XXXV	LDG
AJ	ADRESSES, AMHERST	XXXVI	LDG
AK	ADRESSES, AMHERST	XXXVII	LDG
AL	ADRESSES, AMHERST	XXXVIII	LDG
AM	ADRESSES, AMHERST	XXXIX	LDG
AN	ADRESSES, AMHERST	XL	LDG
AO	ADRESSES, AMHERST	XLI	LDG
AP	ADRESSES, AMHERST	XLII	LDG
AQ	ADRESSES, AMHERST	XLIII	LDG
AR	ADRESSES, AMHERST	XLIV	LDG
AS	ADRESSES, AMHERST	XLV	LDG
AT	ADRESSES, AMHERST	XLVI	LDG
AU	ADRESSES, AMHERST	XLVII	LDG
AV	ADRESSES, AMHERST	XLVIII	LDG
AW	ADRESSES, AMHERST	XLIX	LDG
AX	ADRESSES, AMHERST	L	LDG
AY	ADRESSES, AMHERST	LI	LDG
AZ	ADRESSES, AMHERST	LII	LDG
BA	ADRESSES, AMHERST	LIII	LDG
BB	ADRESSES, AMHERST	LIV	LDG
BC	ADRESSES, AMHERST	LV	LDG
BD	ADRESSES, AMHERST	LVI	LDG
BE	ADRESSES, AMHERST	LVII	LDG
BF	ADRESSES, AMHERST	LVIII	LDG
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BN	ADRESSES, AMHERST	LXVI	LDG
BO	ADRESSES, AMHERST	LXVII	LDG
BP	ADRESSES, AMHERST	LXVIII	LDG
BQ	ADRESSES, AMHERST	LXIX	LDG
BR	ADRESSES, AMHERST	LXX	LDG
BS	ADRESSES, AMHERST	LXXI	LDG
BT	ADRESSES, AMHERST	LXXII	LDG
BU	ADRESSES, AMHERST	LXXIII	LDG
BV	ADRESSES, AMHERST	LXXIV	LDG
BW	ADRESSES, AMHERST	LXXV	LDG
BX	ADRESSES, AMHERST	LXXVI	LDG
BY	ADRESSES, AMHERST	LXXVII	LDG
BZ	ADRESSES, AMHERST	LXXVIII	LDG
CA	ADRESSES, AMHERST	LXXIX	LDG
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CH	ADRESSES, AMHERST	LXXXVI	LDG
CI	ADRESSES, AMHERST	LXXXVII	LDG
CJ	ADRESSES, AMHERST	LXXXVIII	LDG
CK	ADRESSES, AMHERST	LXXXIX	LDG
CL	ADRESSES, AMHERST	LXXXX	LDG
CM	ADRESSES, AMHERST	LXXXXI	LDG
CN	ADRESSES, AMHERST	LXXXXII	LDG
CO	ADRESSES, AMHERST	LXXXXIII	LDG
CP	ADRESSES, AMHERST	LXXXXIV	LDG
CQ	ADRESSES, AMHERST	LXXXXV	LDG
CR	ADRESSES, AMHERST	LXXXXVI	LDG
CS	ADRESSES, AMHERST	LXXXXVII	LDG
CT	ADRESSES, AMHERST	LXXXXVIII	LDG
CU	ADRESSES, AMHERST	LXXXXIX	LDG
CV	ADRESSES, AMHERST	LXXXXX	LDG
CW	ADRESSES, AMHERST	LXXXXXI	LDG
CX	ADRESSES, AMHERST	LXXXXXII	LDG
CY	ADRESSES, AMHERST	LXXXXXIII	LDG
CZ	ADRESSES, AMHERST	LXXXXXIV	LDG
DA	ADRESSES, AMHERST	LXXXXXV	LDG
DB	ADRESSES, AMHERST	LXXXXXVI	LDG
DC	ADRESSES, AMHERST	LXXXXXVII	LDG
DD	ADRESSES, AMHERST	LXXXXXVIII	LDG
DE	ADRESSES, AMHERST	LXXXXXIX	LDG
DF	ADRESSES, AMHERST	LXXXXXX	LDG
DE	EXISTING TO REMAIN	U	UNDERGROUND
EH	ELECTRICAL WIRE HOLE	UC	UNDER CEMENT W/OTD
F	GROUND PA GENERATOR	VA	W/OTD - AIRPERS
G	GRAVIMETER	WB	W/OTD - WEATHERBORO
H	GRUNDO		
IA	INTERFAL, BRICKTON DISTRICT		
JB	JUNCTION BOX		
KA	KALOTRI, AMBERST		
KB	KALOTRI, AMBERST		
KC	KALOTRI, AMBERST		
KD	KALOTRI, AMBERST		
KE	KALOTRI, AMBERST		
LF	KALOTRI, AMBERST		
LG	KALOTRI, AMBERST		
LH	KALOTRI, AMBERST		
LI	KALOTRI, AMBERST		
LJ	KALOTRI, AMBERST		
LK	KALOTRI, AMBERST		
LL	KALOTRI, AMBERST		
LM	KALOTRI, AMBERST		
LN	KALOTRI, AMBERST		
LO	KALOTRI, AMBERST		
LP	KALOTRI, AMBERST		
LQ	KALOTRI, AMBERST		
LR	KALOTRI, AMBERST		
LS	KALOTRI, AMBERST		
LT	KALOTRI, AMBERST		
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LV	KALOTRI, AMBERST		
LV	K		



UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (PUC). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (DTP). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) AND THE CALIFORNIA DEPARTMENT OF LABOR (DL). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF REVENUE AND TAXATION (CDRT) AND THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (CDHCS). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REFORMATION (CDCR) AND THE CALIFORNIA DEPARTMENT OF PRISON INDUSTRIES (CDPI). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES (CDANR) AND THE CALIFORNIA DEPARTMENT OF PEST MANAGEMENT (CDPM). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF FISH AND GAME (CDFG) AND THE CALIFORNIA DEPARTMENT OF WILDLIFE (CDWL). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (CDPR) AND THE CALIFORNIA DEPARTMENT OF CULTURAL HERITAGE (CDCH). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF HISTORICAL HERITAGE (CDHH) AND THE CALIFORNIA DEPARTMENT OF ARCHITECTURE (CDA). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PLANNING AND DEVELOPMENT (CDPD) AND THE CALIFORNIA DEPARTMENT OF REGIONAL DEVELOPMENT (CDRD). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF ENVIRONMENTAL AFFAIRS (CDEA) AND THE CALIFORNIA DEPARTMENT OF CLIMATE CHANGE (CDCC). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF ENERGY (CDEE) AND THE CALIFORNIA DEPARTMENT OF WATER (CDW). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES (CDANR) AND THE CALIFORNIA DEPARTMENT OF PEST MANAGEMENT (CDPM). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF FISH AND GAME (CDFG) AND THE CALIFORNIA DEPARTMENT OF WILDLIFE (CDWL). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (CDPR) AND THE CALIFORNIA DEPARTMENT OF CULTURAL HERITAGE (CDCH). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF HISTORICAL HERITAGE (CDHH) AND THE CALIFORNIA DEPARTMENT OF ARCHITECTURE (CDA). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PLANNING AND DEVELOPMENT (CDPD) AND THE CALIFORNIA DEPARTMENT OF REGIONAL DEVELOPMENT (CDRD). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF ENVIRONMENTAL AFFAIRS (CDEA) AND THE CALIFORNIA DEPARTMENT OF CLIMATE CHANGE (CDCC). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF ENERGY (CDEE) AND THE CALIFORNIA DEPARTMENT OF WATER (CDW).

SEE ELECTRICAL SPECIFICATIONS FOR ALL ELECTRICAL WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IMPERIAL AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION (PUC). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (DTP). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) AND THE CALIFORNIA DEPARTMENT OF LABOR (DL). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF REVENUE AND TAXATION (CDRT) AND THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (CDHCS). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REFORMATION (CDCR) AND THE CALIFORNIA DEPARTMENT OF PRISON INDUSTRIES (CDPI). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES (CDANR) AND THE CALIFORNIA DEPARTMENT OF PEST MANAGEMENT (CDPM). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF FISH AND GAME (CDFG) AND THE CALIFORNIA DEPARTMENT OF WILDLIFE (CDWL). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (CDPR) AND THE CALIFORNIA DEPARTMENT OF CULTURAL HERITAGE (CDCH). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF HISTORICAL HERITAGE (CDHH) AND THE CALIFORNIA DEPARTMENT OF ARCHITECTURE (CDA). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PLANNING AND DEVELOPMENT (CDPD) AND THE CALIFORNIA DEPARTMENT OF REGIONAL DEVELOPMENT (CDRD). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF ENVIRONMENTAL AFFAIRS (CDEA) AND THE CALIFORNIA DEPARTMENT OF CLIMATE CHANGE (CDCC). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF ENERGY (CDEE) AND THE CALIFORNIA DEPARTMENT OF WATER (CDW).



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4716

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: 2/27/2018

ELECTRICAL SITE PLAN
IMPERIAL TRANSIT PARK

SHEET **26**
30 SHEETS

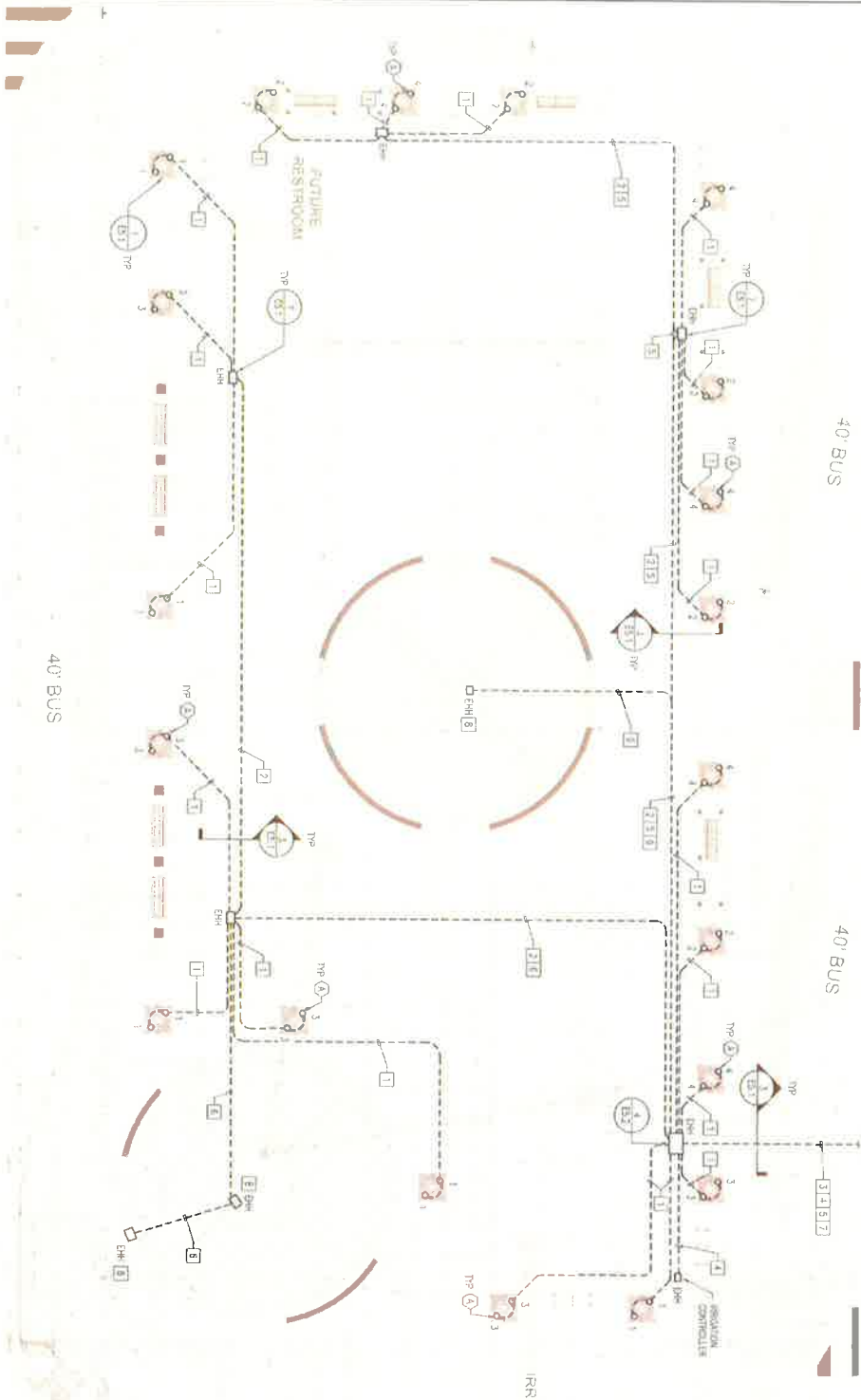
- ### KEY NOTES
1. UP TO UPGRADE EXISTING 30 KVA TRANSFORMER, AS NECESSARY, TO ACCOMMODATE TRANSFORMER CENTER LOADING AND PROVISION LOAD.
 2. UP TO PROVIDE OVERHEAD CONDUCTORS TO ALL IN-ONE FEEDS.
 3. UP TO PROVIDE SERVICE POLE.
 4. CONTRACTOR TO TRENCH AND PROVIDE 3" C.O. SCHEDULE 40 PVC.
 5. PROVIDE SECONDARY RAIL BOX PROVIDE A MINIMUM CLEARANCE OF 8" FROM OTHER UTILITIES. RAIL BOX SHALL BE INSTALLED NO LESS THAN 12" BEYOND SCHEDULE.
 6. CONTRACTOR TO TRENCH AND PROVIDE 2" C.O. SCHEDULE 40 PVC.
 7. CONTRACTOR TO PROVIDE 3" C.O. SCHEDULE 40 PVC SERVICE RISER TO UP POLE.
 8. TRENCH AND PROVIDE 8410, 4" DIA. IN 1" DIA. FOR TREE UP LIGHTING.
 9. TRENCH AND PROVIDE 8412, 4" DIA. IN 1" DIA. TO REGULATOR CONTROLLER COORDINATE WITH IRRIGATION PLAN FOR LOCATION AND REQUIREMENTS.
 10. TRENCH PROVIDE AND INSTALL 1 1/4" C.O. FOR FUTURE RESTROOM.
 11. TRENCH PROVIDE AND INSTALL 1" C.O. FOR FUTURE USE.
 12. COORDINATE WITH ID.
 13. TRENCH PROVIDE AND INSTALL 3" C.O. FOR FUTURE USE.
 14. TRENCH AND PROVIDE 8412, 4" DIA. IN 1" DIA. FOR STORM DRAIN. PROVIDE SWITCHED SWITCH "STORM DRAIN" CONTROLLED BY A SWITCH INSIDE THE METEOROLOGICAL LABEL.
 15. PROVIDE PHOTO CELL AND MOUNT TOWARDS THE NORTH EAST ON PEDestal.
 16. POLE MOUNTED LIGHT SHOWN FOR REFERENCE ONLY. UP TO PROVIDE AND INSTALL.

GENERAL NOTES

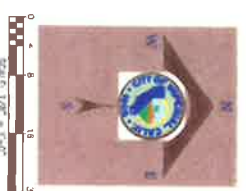
1. REFER TO LUMINAIRE SCHEDULE 1/1-C-451 FOR TYPES OF LUMINAIRES

KEY NOTES

1. TRENCH AND PROVIDE 2410, 4'100, 1" C.O. FOR HALL UP LIGHTING
2. TRENCH AND PROVIDE 4410, 24'100, IN 1" C.O. FOR HALL UP LIGHTING
3. TRENCH AND PROVIDE 4410, 44'100, IN 1" C.O. FOR HALL UP LIGHTING
4. TRENCH AND PROVIDE 2412, 4'100, IN 1" C.O. FOR ASSOCIATION CONTROLLER COORDINATE WITH IRRADIATION DATA FOR LOCATION AND REQUIREMENTS
5. TRENCH, PROVIDE, AND INSTALL 1 1/4" C.O. FOR SQUARE RESTROOM
6. TRENCH, PROVIDE, AND INSTALL 1" C.O. FOR FUTURE USE
7. TRENCH, PROVIDE, AND INSTALL 3-1" C.O. FOR FUTURE USE
8. COORDINATE HANDHOLE LOCATION WITH HARDSCAPE PATTERNS



ENLARGED ELECTRICAL SITE PLAN
SCALE 1/8" = 1'-0"



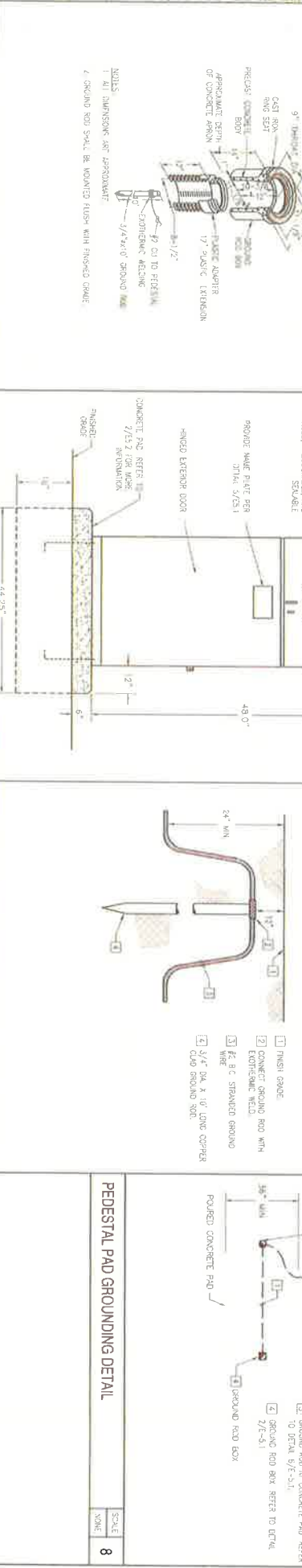
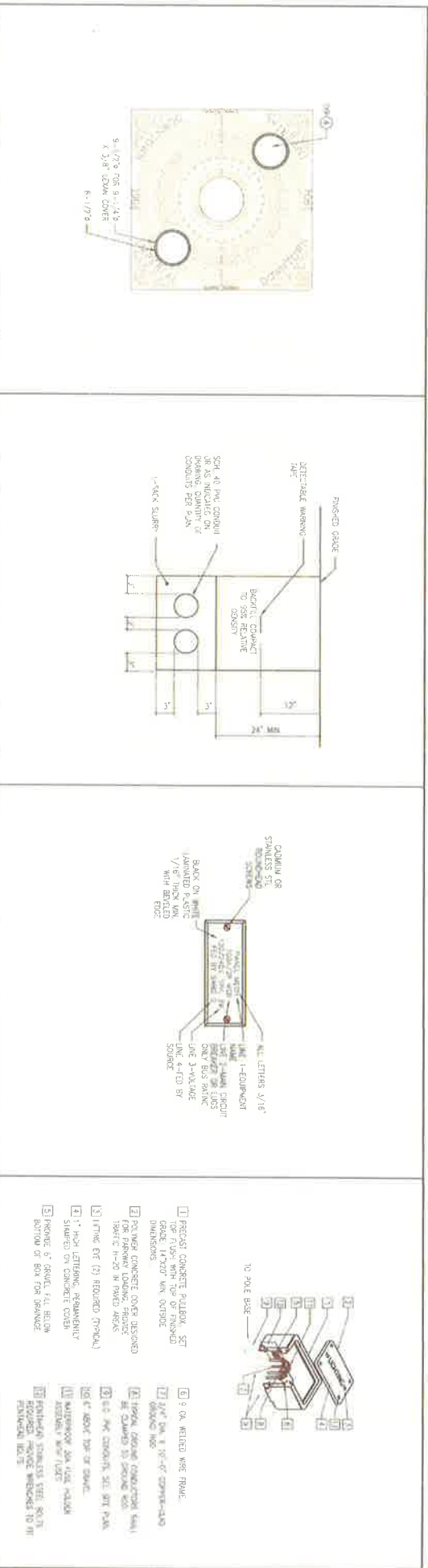
NO.	REVISION	DATE
1	APPROVED	DATE

NOTES: CHANGES & USES: The engineer preparing these notes and not be responsible for, or liable for, any errors or omissions in this drawing. The engineer shall not be held responsible for any errors or omissions in this drawing. The engineer shall not be held responsible for any errors or omissions in this drawing.



CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT



GROUND ROD BOX DETAIL

SCALE: NONE

DATE: 1/2/2018

DUCT BANK SECTION

SCALE: NONE

DATE: 1/2/2018

NAME PLATE DETAIL

SCALE: NONE

DATE: 1/2/2018

METERED PEDESTAL DETAIL

SCALE: NONE

DATE: 1/2/2018

GROUND ROD INSTALLATION

SCALE: NONE

DATE: 1/2/2018

LIGHTING PULLBOX DETAIL

SCALE: NONE

DATE: 1/2/2018

PEDESTAL PAD GROUNDING DETAIL

SCALE: NONE

DATE: 1/2/2018

BS&E ENGINEERING, INC.

420 South Imperial Avenue

Imperial, CA 92251

PH: (760) 355-3840 • FAX: (760) 355-4718

CITY OF IMPERIAL

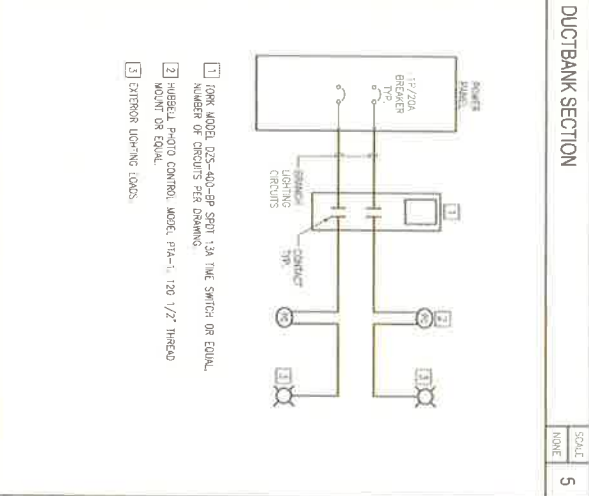
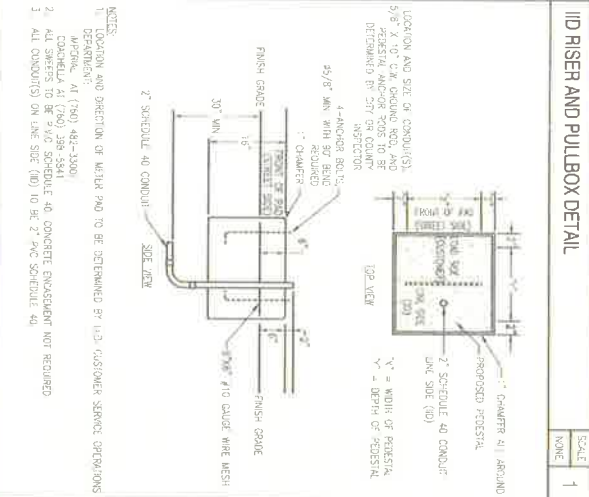
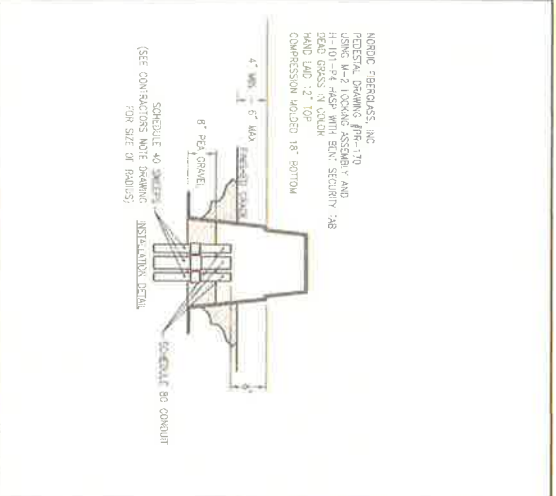
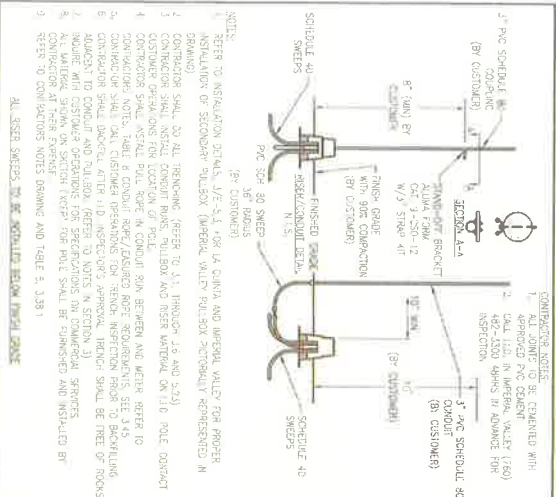
COMMUNITY DEVELOPMENT DEPARTMENT

ELECTRICAL DETAILS

IMPERIAL TRANSIT PARK

SHEET 28

30



UNWARRANTED CHARGES & FEES: The engineer presenting these plans will not be responsible for or liable for any damages or losses of any kind resulting from the use of these plans. The engineer will not be responsible for any damages or losses of any kind resulting from the use of these plans.

SCALE: NONE

DATE: 4/27/2015

SHEET: 29

OF SHEETS: 30

CITY OF IMPERIAL
420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-9840 • Fax: (760) 355-4718

COMMUNITY DEVELOPMENT DEPARTMENT

IMPERIAL TRANSIT PARK

LUMINAIRE SCHEDULE						
CATALOG#	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL
6	(1) 7W LED 1000M		LED TRAC GRATE UP - PLAT MTL-MACHINED STAINLESS STEEL TREE GRAIL MANUFACTURER COORDINATE WITH TREE GRAIL MANUFACTURER HIGH HEAT SHOCK RESISTANT TYPED BROS-SICILE PLAT GLASS-INS INTERGRAVED POLYESTER COMPOSITE GLASS-INS CORROSION-FREE COMPOSITE HIGH-STRENGTH POLYESTER MATERIAL LUMINAIRE DIAMETER TO MATCH GRAIL DIA.METER PER DETAIL 1/25; DARK BRONZE FINISH TL USED FOR WET LOCATION.	ELECTRONIC	SOUND	BR-LIGHTING-166-AFET 7 WITH TREE GRAIL COLLAR
						INPUT KVAHRS VOLTS

KEY NOTES

- [illegible]

VOLTAGE DROP SCHEDULE					
DEVICE	FEEDER		BRANCH CIRCUIT		TOTAL VOLTAGE DROP
	WIRE SIZE	LENGTH	MAX VOLTAGE DROP	WIRE SIZE	
#2	#9	0.09%	0.1% (C.A. 3)	#12	52.5
					0.52%

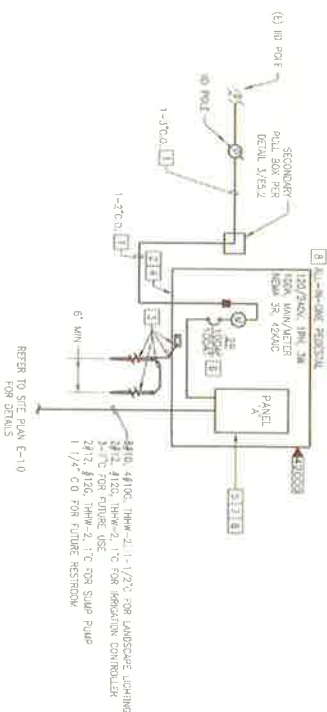
FAULT CURRENT SCHEDULE				
DEVICE	FAULT RATING	FBI FROM DEVICE	FEEDER	
			SIZE	LENGTH
A	42,015	42,000	#2	B9

SHORT CIRCUIT CALCULATION

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S		T		U		V		W		X		Y		Z																																																																																																																																																					
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100	
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100	
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100	
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PANEL SCHEDULE

SINGLE LINE DIAGRAM



CITY OF INDEPENDIA

420 South Imperial Avenue
Imperial, CA 92251
Ph: (760) 355-3840 • Fax: (760) 355-4718

SINGLE LINE DIAGRAM AND CALCULATIONS

IMPERIAL TRANSIT PARK



Proposed Project Timeline

Imperial Transit Park
CA-04-0248-00
Northwest Corner of Barioni Blvd & M Street

Plans & Bid Documents Completion	Tuesday	3/6/18	City Hall
City Council Agenda Item Due	Wednesday	3/28/18	City Hall
City Council Meeting Notice to Seek Bids	Wednesday	4/4/18	City Council
Send Notice to IV Press for Invitation to Bid	Wednesday / Wednesday	5/16/18 5/23/18	Publication Period
Publish Invitation to Bid IV Press	Sunday/Sunday	5/20/18 5/27/18	City Hall
Pre-Bid Meeting	Tuesday	6/5/18	City Hall 10:00 a.m.
Bid Opening	Thursday	6/28/18	City Hall 3:00 p.m.
Review Bids	Monday – Friday	7/9/18 - 7/13/18	City Hall
City Council Agenda Item Due	Wednesday	7/11/18	City Hall
City Council Meeting to Award Project	Wednesday	7/18/18	City Council
Notify Contractor	Thursday	7/19/18	Mail & phone
Send Notification to Residents of Project	Friday	7/20/18	US Mail
Notice to Proceed	Wednesday	8/1/18	City Hall (10 days after Award)
Pre-Con Meeting	Thursday	8/2/18	City Hall 10:00 a.m.
Start Project	Monday	8/6/18	City Hall
Completion of Project 120 calendar days	Monday	12/3/18	City Hall

City of Imperial
Community Development Department

420 South Imperial Avenue • Imperial, CA 92251 • Phone: (760)355-1152 • Fax: (760)355-4718

ONSITE

Description	Quantity	Unit	Unit Price	Total
Mobilization				
Traffic Control/Detour Safety	1	LS	\$25,000.00	\$25,000.00
	1	LS	\$30,000.00	\$30,000.00
Stormwater Compliance	1	LS	\$10,000.00	\$10,000.00
Demolition & Site Preparation				
Clearing & Grubbing	0.2	AC	\$5,000.00	\$803.00
Unclassified Excavation	3,000	CY	\$5.00	\$15,000.00
Export	3,000	CY	\$15.00	\$45,000.00
Remove Concrete Footings	1	LS	\$1,000.00	\$1,000.00
Subgrade Preparation	31,460	SF	\$0.50	\$15,730.00
Site Improvements				
Vehicular Pavement (8" Conc)	201	CY	\$400.00	\$80,413.00
Parking Lot Pavement (4" Asphalt)	278	TON	\$120.00	\$33,330.00
Roadway Pavement (4" Asphalt)	0	TON	\$120.00	\$0.00
Plaza Pavement (4" Concrete)	135	Cy	\$400.00	\$54,188.00
Sand Base (4")	135	CY	\$50.00	\$6,774.00
Aggregate Base	625	CY	\$65.00	\$40,610.00
Concrete Sidewalk	600	SF	\$10.00	\$6,000.00
Concrete Curb & Gutter	563	LF	\$15.00	\$8,445.00
Concrete Curb	560	LF	\$12.00	\$6,720.00
Pedestrian Ramp	4	EA	\$2,500.00	\$10,000.00
6' High Chain Link Fencing/Gate	470	LF	\$25.00	\$11,750.00
42" High Chain Link Fencing	190	LF	\$25.00	\$4,750.00
Storm Drain Cleanout w/ Sump Pump and Piping to Curb	1	EA	\$10,000.00	\$10,000.00
Storm Drain Cleanout	2	EA	\$5,000.00	\$10,000.00
Catch Basin- 12" x 12"	7	EA	\$1,500.00	\$10,500.00
6" PVC Storm Drain Pipe	480	LF	\$30.00	\$14,400.00
Storm Drain Cleanout	1	EA	\$500.00	\$500.00
Stormwater Storage/ Infiltration System	1	LS	\$10,000.00	\$10,000.00

Sidewalk Under-Drain	0	LS	\$2,000.00	\$0.00
Traffic Signage	1	LS	\$1,000.00	\$1,000.00
Traffic Striping/Markings	1	LS	\$1,000.00	\$1,000.00
Station Striping/ Markings	1	LS	\$1,000.00	\$1,000.00
Site Amenities				
Prefab Bus Shelter (15' long by 5' wide)	3	EA	\$9,000.00	\$27,000.00
Prefab Shade Structure (30' long by 8' wide)	2	EA	\$32,350.00	\$64,700.00
Backed Bench	7	EA	\$1,350.00	\$9,450.00
Trash Receptical	7	EA	\$1,060.00	\$7,420.00
Tree Gate	18	EA	\$1,300.00	\$23,400.00
Bike Rack	9	EA	\$350.00	\$3,150.00
Signage Monument	1	LS	\$5,953.00	\$5,953.00
Seatwall with Pre-cast Concrete Cap	1	LS	\$20,000.00	\$20,000.00
Kiosk (2-sided)	2	EA	\$5,000.00	\$10,000.00
Landscaping/ Irrigation				
Irrigation System	1	LS	\$70,500.00	\$70,500.00
Decomposed Granite with Weed Barrier	1	LS	\$34,000.00	\$34,000.00
Weed Abatement	1	LS	\$2,500.00	\$2,500.00
Soil Prep & Final Grading	23,500	SF	\$0.40	\$9,400.00
Trees with Root Barrier (24" Box)	33	EA	\$490.00	\$16,170.00
Shrubs (1 Gallon)	1,346	EA	\$8.00	\$10,768.00
Shrubs (5 Gallon)	163	EA	\$24.00	\$4,056.00
Electrical/ Lighting				
Handhole 14x20	6	EA	\$300.00	\$1,800.00
Handhole 2"x3"	1	EA	\$750.00	\$750.00
Type A - Tree Lights	36	EA	\$1,000.00	\$36,000
Conduit 1" PVC	1	LS	\$3,200.00	\$3,200.00
Conduit 3" PVC	1	LS	\$500.00	\$500.00
Cabel	1	LS	\$4,500.00	\$4,500.00

Trenching Secondary Pull Box All-In-One Pedestal	1	LS	\$4,000.00	\$4,000.00
	1	EA	\$300.00	\$300.00
	1	LS	\$7,000.00	\$7,000.00
Total - Construction Costs				\$840,430.00
Contingency (15%)				\$126,064.50
Total Construction				\$966,495

OFFSITE

Description	Quantity	Unit	Unit Price	Total
Demolition & Site Preparation				
Clearing & Grubbing	0.14	AC	\$5,000.00	\$689.00
Remove Conc Walk/Ramp/Driveway/Slab/Sidewalk	1,300	SF	\$2.00	\$2,600.00
Remove Conc Curb & Gutter	260	LF	\$2.00	\$520.00
Remove Light	3	ES	\$500.00	\$1,500.00
Remove Sign	1	ES	\$100.00	\$100.00
Remove Concrete Footings (49)	0	LS	\$1,000.00	\$0.00
Remove Chain Link Fence	500	LF	\$5.00	\$2,500.00
Remove Individual Fence Posts (3)	1	LS	\$500.00	\$500.00
Subgrade Preparation	19,500	SF	\$0.50	\$9,750.00
Survey Monument	2	EA	\$1,000.00	\$2,000.00
Site Improvements				
Vehicular Pavement (8" Conc)	176	CY	\$400.00	\$70,547.00
Parking Lot Pavement (4" Asphalt)	9	TON	\$120.00	\$1,037.00
Roadway Pavement (4" Asphalt)	139	TON	\$120.00	\$16,667.00
Plaza Pavement (4" Concrete)	34	CY	\$400.00	\$13,532.00
Sand Base (4")	34	CY	\$50.00	\$1,692.00
Aggregate Base	446	CY	\$65.00	\$29,012.00
Concrete Sidewalk	650	SF	\$10.00	\$6,500.00
Concrete Cross Gutter	1,125	SF	\$12.00	\$13,500.00
Concrete Curb & Gutter	170	LF	\$15.00	\$2,550.00
Concrete Curb	175	LF	\$12.00	\$2,100.00
Pedestrian Ramp	7	EA	\$2,500.00	\$17,500.00
Sidewalk Under-Drain	1	LS	\$2,000.00	\$2,000.00
Water Service/Meter/BFD	1	EA	\$7,000.00	\$7,000.00
Irrigation Service/Meter/BFD	1	EA	\$7,000.00	\$7,000.00
Sewer Lateral	1	LS	\$7,000.00	\$7,000.00

Sewer Cleanout	1	EA	\$200.00	\$200.00
	0			
Site Amenities				
Tree Grate	2	EA	\$1,300.00	\$2,600.00
Landscaping/ Irrigation				
	2	EA	\$490.00	\$980.00
Trees with Root Barrier (24" Box)				
Electrical/ Lighting				
	4	EA	\$1,000.00	\$4,000.00
Type A- Tree Lighs				
Total- Construction Costs				\$225,576.00
Contingency (15%)				\$33,836.00
Total Construction				\$259,412.00

DATE SUBMITTED 3/29/2018
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 4/4/2018

COUNCIL ACTION 10
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 28

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AGREEMENT FOR SERVICES BETWEEN THE CITY OF IMPERIAL AND HDL COMPANIES

1. APPROVAL OF AGREEMENT FOR SALES AND USE TAX SERVICES BETWEEN HDL COMPANIES AND THE CITY OF IMPERIAL;
2. APPROVAL OF ADDENDUM TO THE AGREEMENT BETWEEN HDL COMPANIES AND THE CITY OF IMPERIAL FOR CANNABIS MANAGEMENT SERVICES;

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, and transient occupancy taxes. The City of Imperial has partnered with HdL Companies for over ten (10) years for services regarding sales and use tax. Over the last ten years, the City's economic base and sales tax revenue has grown over 48%.

Additionally, the City of Imperial would like to contract with HdL for their Cannabis Management Services. Their team of professionals have direct knowledge and experience in the establishment and implementation of Cannabis Regulatory Programs including establishing land-use regulations, registration processes, application reviews, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits. It is the City's intent to utilize HdL as the third party review during our cannabis application/selection process. Also, to establish a cannabis sales tax measure on the November 2018 ballot.

FISCAL IMPACT:

Annual Contract : \$4200

Cannabis Addendum: (not to exceed) \$16,000

*Please note, the \$16K is a direct pass through cost to cannabis applicants.

Total Cost: \$20,200

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is my recommendation to approve the contract with HdL Companies for their continued sales and use tax services. As well as approve the addendum for Cannabis Management Services.

CITY
MANAGER'S
INITIALS ad

MOTION:

CITY OF IMPERIAL
FIRST AMENDMENT TO
AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Sales, Use and Transactions Tax Services ("First Amendment") is entered into on the ____ day of _____, 2018, by and between the CITY of IMPERIAL organized under the laws of the State of California, with its principal place of business at 420 South Imperial Avenue, Imperial CA 92251 ("CITY") and HINDERLITER de LLAMAS AND ASSOCIATES, a California corporation, with its principal place of business at 1340 Valley Vista Drive, Suite 200, Diamond Bar, CA 91765 ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Sales, Use and Transaction Tax Services dated April 19, 2006 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement for ongoing consultation for Sales, Use and Transactions Tax Audit Services and Cannabis Services.

Adding the Cannabis Management Program – See Exhibit A for Scope of Services.
Increasing compensation for Sales, Use and Transactions Tax Audit and Information Services.

2.3 Compensation. Section V Consideration of the Agreement is hereby amended as follows:

A. CONTRACTOR shall provide the sales tax and economic analysis Services described in Section II-A for a fee of **\$350** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONTRACTOR.

B. 1. CONTRACTOR shall be further paid 15% of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund and any point of sale

misallocations.

2. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the Board of Equalization or the taxpayer.
3. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONTRACTOR's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR's Services.

For Cannabis Services: HdL's fee is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined in Objectives 1 through 3 for a fee not to exceed \$16,000. This fee is based on the current requirements presented to HdL by City staff to meet these requirements and the following assumptions:

Scope of Service Objectives	Estimated Hours of Labor/Budget
Objective 1 – Application Review and Ranking Up to Eight Applicants	48 Hours/\$12,000*
Objective 2 – Develop Tax Ordinance, Ballot Measure and Fiscal Analysis	10 Hours/\$3,000
Objective 3 – Travel Cost to Attend One Council Meeting	Flat Rate \$1,000
Total	58 Hours/\$16,000

***Objective 1: Cost Assumptions – Application Review and Ranking**

- The cost associated with this objective is based on the assumption that the City will receive at least eight (8) applications. Should the City receive a lesser number they shall only be charged \$1,500 per application reviewed by the Consultant. Furthermore, should the City receive more than eight applications they will be charged an additional \$1,500 for each additional application in which the Consultant is requested to review and rank.

Objective 2: Cost Assumptions- Develop Tax Ordinance, Ballot Initiative and Fiscal Analysis

- The Consultant will develop a tax ordinance and tax resolution which will be approved by the City Council and the voters.

- HdL will not incur any cost associated with the City filing the ballot initiative with the County Registrar or marketing to promote the ballot initiative.
- Prepare a fiscal revenue analysis identifying tax options for the various types of cannabis businesses which will be operating in the City to develop a tax strategy which maximizes the economic benefit for the City.

Objective 3: Cost Assumptions- Travel Cost

- Travel cost shall be billed at \$1,000 per day to attend on-site meetings, workshops and City Council meetings. It is anticipated that the Consultant will be required to attend one (1) meeting. Should the City request additional meeting it will be billed at the travel cost rate. Once on site the City will be billed at the hourly rate of the Consultant staff requested for the duration of time they are on-site.

2.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF IMPERIAL

HINDERLITER DE LLAMAS & ASSOC.

By: _____
City Manager

By: _____
Andrew Nickerson, President

APPROVED AS TO FORM:

By: _____
City Clerk

EXHIBIT A – SCOPE OF SERVICES

The regulation, compliance and taxation of cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA), Proposition 64, Adult Use Marijuana Act (AUMA), and SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Kick off conference call with City Staff, or City Sub Committees;
- Conduct cannabis application reviews which will be scored in compliance with the application procedures and regulatory ordinance in the City of Imperial;
- Identify issues which City staff needs to mitigate related to the application process and
- procedures prior to issuing regulatory permits to the cannabis businesses;
- Provide City staff with technical and policy expertise related to the operations and understanding of the Cannabis Industry to ensure compliance with the Medical Cannabis and Safety Act (MCRSA), Adult Use Marijuana Act (AUMA), SB 94, the Medicinal Adult- Use Cannabis Regulation and Safety Act ("MAUCRSA"), and all applicable local ordinances;
- Develop a tax measure and ordinance which will provide the City maximum economic
- benefits but at the same time ensure long term stability for the cannabis business operators.

Objective 1: Application Review and Ranking

Objective 1.1 Application Review and Initial Ranking

HdL will review all applications to identify incomplete submissions for immediate disqualification, omissions of live scan submissions and background checks of all business partners, and applications which do not conform to zoning requirements for their perspective permit specifically authorized by the RFP. The best submissions will be forward thinking and deploy solutions that identify the best "green" practices, while employing "sustainable" energy and waste solutions, and implement the "best practices" available in the cannabis industry. Consideration will be given to applications designed to reduce and address actual or potential concerns the City may have regarding nuisance behavior, environmental issues, or product safety.

The specific criteria which will be used in evaluating and rating the applications shall include the following:

- Overall quality of the proposal including responsiveness and conformance to the RFP requirements for content and format;
- Quality and appropriateness of proposed applicant team, professional experience and background of primary applicants and key sub leases;

- Key personnel, project location, and other management staff with required experience and skills relevant to this project;
- Primary applicants experience and ability to manage operations of proposed facility, scheduling of work, cost estimating and budget management;
- Primary makeup of applicant's corporate board, and prior experience working with local government agencies;
- Patient tracking, product inventory management and recordkeeping;
- Quality and appropriateness of proposed site, business model, organization, and knowledge and experience working with specific legal codes and regulations;
- Transportation plan describing the procedures for safely and securely transporting cannabis products and currency;
- Applicants use, and implementation of solutions designed to reduce or address any actual or potential concerns of the City and its residents; and
- Any other additional information which the City would like to incorporate into the selection process which they deemed necessary.

Objective 1.2 Scoring Results and Recommendations:

All applications will be scored by HdL staff and maintained on a spreadsheet. The scoring spreadsheet will be provided to the City, along with HdL's recommendations. Those applicants which have passed Phase II in accordance with the City requirements as determined by the application guideline for each permitted category, will move on to Phase III.

Each of the applicants from each category will be reviewed and rated based on fourteen (14) categories established by the City. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in the fourteen (14) categories. Applicants must provide information on how they plan to meet these point categories. Such action will become a mandatory condition of their permit. Failure to meet or comply with these requirements will subject the applicants to penalties and/or revocation proceedings. The fourteen (14) categories are as follows:

1. Qualifications of Principals
2. Business Plan
3. Community Benefits
4. Site and Floor Plan
5. Security Plan
6. Proof of Living Wage
7. Employee Handbook
8. Standard Operating Procedures
9. Disposal Procedures
10. Inventory Control
11. Odor Management Plan
12. Signage Plan
13. Preference in Clinic or Academic Research
14. Cash Management

Objective 2: Develop Tax Ordinance, Ballot Measure and Fiscal Analysis

Objective 2.1 Create and Design Ballot Measure

- Design in the ordinance an administrative procedure policy related to delinquencies, payment process, appeals, exemptions and other administrative requirements which will be utilized by the city for the implementation and collection of the tax upon adoption;
- Establish language in the ballot measure which will capture the taxation of cannabis to provide the city flexibility to adapt to various economic conditions in the cannabis industry; and
- Create and design a ballot measure to tax the various cannabis licensed activities which are permitted in the city.
- Prepare a fiscal revenue analysis identifying tax options for the various types of cannabis businesses which will be operating in the City to develop a tax strategy which maximizes the economic benefit for the City.

City of Imperial

Cannabis Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
David McPherson
909.861.4335
dmcpherson@hdlcompanies.com



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I. LETTER OF TRANSMITTAL

March 24, 2018

Stefan Chatwick
City Manager
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

Re: Proposal – Conduct Application Review and Create a Cannabis Tax Measure for the City of Imperial

Dear Mr. Chatwick,

Thank you for the opportunity to present this proposal to conduct cannabis application reviews and to develop a tax measure for the City of Imperial. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

Of interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Cannabis Regulatory Programs including establishing land-use regulations, registration processes, application reviews, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

Enclosed please find our detailed scope of services for HdL's Cannabis Management Program. We agree to adhere to the deliverable requirements for a total cost not to exceed \$16,000. However, this will be subject to an agreed upon project schedule between Imperial and HdL.

We look forward to the opportunity to partner with the City of Imperial in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact Andy Nickerson at 909.861.4335 or by email at anickerson@hdlcompanies.com or David McPherson at 909.861.4335 or by email at dmcpherson@hdlcompanies.com.

Sincerely,



Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of cannabis is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Cannabis Regulation and Safety Act (MCRSA), Proposition 64, Adult Use Marijuana Act (AUMA), and SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

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- Prepare a fiscal revenue analysis identifying tax options for the various types of cannabis businesses which will be operating in the City to develop a tax strategy which maximizes the economic benefit for the City.

III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined in Objectives 1 through 3 for a fee not to exceed \$16,000. This fee is based on the current requirements presented to HdL by City staff to meet these requirements and the following assumptions:

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V. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 299 cities and 79 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advance methodology provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available.

Our team of professionals has over 20 years of direct experience with establishing and implementing medical and retail cannabis regulatory and taxation programs which include establishing land-use regulations, permit processes, staffing plans, cost recovery fees, structuring cannabis business tax fees, regulatory compliance, financial audits and law enforcement training. Our team has conducted over 11,000 cannabis compliance inspections and investigations in Colorado, California and Nevada.

Key Personnel

David McPherson, Cannabis Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining the firm, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax

administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the Country to successfully tax, regulate and audit medical marijuana businesses. David has over 7 years of experience working with Cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities and lobbyists on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the Cannabis Industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Tim Cromartie, Senior Cannabis Advisor

Tim Cromartie, is the Senior Cannabis Advisor at HdL, in which his primary role is providing policy expertise related to cannabis regulatory and tax policies at the state and local level. Prior to joining the HdL team Tim served as the legislative representative covering public safety issues for the League of California Cities since 2013, with a heavy emphasis on shaping legislation governing state and local regulation of marijuana. He has been actively involved in educating cities on changes in the law resulting from the Medical Cannabis Regulation and Safety Act, as well as Proposition 64, the Adult Use of Marijuana Act. When these two Acts were merged into a single regulatory structure in 2017, Tim successfully advocated for clarification of local government's regulatory and enforcement authority in the cannabis context, and for related environmental safeguards in cultivation operations, protections against over-concentration of businesses, regulation of testing labs, and the inclusion of fire safety standards and a definition of volatile solvents in state law governing cannabis manufacturing operations. Since then he has been engaged in educating local governments on the more recent Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), as well as advocating for a reduction in the

cumulative state tax rate for cannabis, improvements in the state's track-and-trace program, and the restoration of a statewide cultivation cap.

Prior to the League, he held a variety of positions in the Legislature and state government, including legislative representative for CalPERS Governmental Affairs, legislative director and public safety consultant to former state Senator Gloria Romero, and field representative for Congresswoman Barbara Lee during her term in the state Senate. Mr. Cromartie holds degrees from the University of California at Berkeley (B.A. Political Science) and UC Hastings College of the Law. Tim is an ardent aviation buff and a member of the California Aerospace Museum at the site of the former McClellan Air Force Base in Sacramento.

Matt Eaton, Cannabis Compliance Manager

Matt Eaton is the Cannabis Compliance Manager at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was also responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado. Matt is well known for his ability to maintain working relationships with Cannabis Industry leaders and external stakeholders in resolving issues.

Matt received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College In Greeley, Colorado.

Mark Lovelace, Cannabis Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis,

including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-county regional summit on cannabis issues in 2015 which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Medical Cannabis Regulation, state legislators, the Department of Justice, members of Congress and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science Degree in Industrial and Product Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

Kami Miller, Cannabis Senior Auditor

Kami Miller is the Cannabis Senior Auditor at HdL who's primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

While working as a Marijuana Compliance Manager for the DPBH for the State of Nevada Kami Managed Compliance Auditors and support staff in the Las Vegas Office. During her three-year tenure at the DPBH, she conducted approximately 1,000 compliance and financial inspections in which she developed the documentation for the inspection protocols in order to establish comprehensive reports. In addition, her experience in Nevada provided her the opportunity to learn the various track and trace systems that allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelors of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

Stephanie Martin, Cannabis Outreach Coordinator

With over 28 years of diversified law enforcement experience, Stephanie has used her training and expertise to develop community-based partnerships, create and implement outreach programs and apply her communication skills for media relations. Stephanie's public service career included working as a Police Officer, Program Manager, and Community Affairs Officer for the Manhattan Beach Police Department. In these roles, Stephanie had supervisory responsibilities, managed budgets, performed training and interviewed/selected applicants. Stephanie also served as a DARE program coordinator for the City of Redondo Beach. Stephanie earned her Bachelor of Science degree from Chapman University in Orange California.

Elizabeth Eumurian, Cannabis Senior Analyst

Elizabeth Eumurian is a Senior Analyst in HdL's Audit Department. Elizabeth previously worked for a large financial institution analyzing data for reporting anomalies and performing financial audits. She has also worked as a senior auditor in the entertainment industry. In this role, Elizabeth executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. Elizabeth earned her Bachelor of Arts degree in History from California State University, Fullerton.

Adam Crabtree, CEO of Nationwide Compliance Specialists (HdL Strategic Partner)

Adam Crabtree is the Founder and CEO of Nationwide Compliance Specialists, Inc. (NCS), headquartered in Denver, Colorado. After graduation, Adam began his career in banking, managing sales, operations and compliance for a Tier 1 bank. It was there that he recognized the inherent flaws and systemic disconnect between banks, state government, and the Cannabis Industry. Relying on his background in banking, his education, and his analytical acumen, he began to dig into the pain points that are at the center of these issues. It was at this point that the core of the NCS platform, the patent-pending predictive analytical algorithm, was born. The algorithm was written to gather numerous, seemingly unrelated, data points and analyze the interplay between them. After a successful testing period, NCS transformed the algorithm into a high-powered, near-real time, analytics engine capable of aggregating and analyzing tens of millions of data points that are then transformed into clear, concise, detailed reports. These reports are used to assist in decision-making and resource allocation in the financial, regulatory and governmental sectors. The NCS partnership with HdL has established a "one of a kind" financial auditing program which will help ensure that cannabis businesses are properly reporting taxes, fees and other data required by state and local agencies.

Adam's expertise with identifying and recognizing financial banking issues has given him the opportunity to work collaboratively with state and local officials as well as financial institutions in Colorado and California. He is often requested to conduct presentations about the current challenges for the Cannabis Industry and how the use of advanced analytics can help

government overcome them. In addition, he has conducted presentations to the California State Assembly, Alaska Bar Association, State Board of Equalization, Native Nation, and numerous elected officials spanning from Hawaii to Massachusetts. Adam is a proud three-time graduate of the University of Colorado (BA, MBA, MSF).

VI. REFERENCES

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DATE SUBMITTED 3/29/2018
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 4/4/2018

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: RESOLUTION NO. 2018-10 TO AMEND CITY OF IMPERIAL'S RETIREMENT BENEFIT PROGRAM.

1. APPROVE AND ADOPT RESOLUTION NO. ____ TO AMEND THE CITY OF IMPERIAL'S RETIREMENT BENEFIT PROGRAM THROUGH ICMA-RC TO PERMIT LOANS

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE/HUMAN RESOURCES

BACKGROUND/SUMMARY:

The City of Imperial currently offers two retirement benefit providers to employees through Lincoln and ICMA-RC. Currently, only the City's Lincoln Retirement Plan offers (hardship) loans to employees. As an added benefit the City is requesting to amend the current plan with ICMA-RC for it also to allow loans.

FISCAL IMPACT: None

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation to approve and adopt the resolution so employees may take advantage of this added benefit.

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

RESOLUTION NO. 2018-10

**A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL AMENDING THE CITY OF IMPERIAL
ICMA-RC 457 DEFERRED COMPENSATION PLAN TO PERMIT LOANS**

WHEREAS, the City of Imperial has employees rendering valuable services; and

WHEREAS, the City of Imperial has established a retirement plan (457 Deferred Compensation Plan) for such employees which serves the interest of the City of Imperial by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City of Imperial has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF IMPERIAL that the Plan will permit loans.

PASSED AND APPROVED this 4th day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ABSTAIN:

Mayor

ATTEST:

City Clerk



Loan Implementation Package for 457/401 Plan Sponsors

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Introduction and Summary Instructions for 457 and 401 Plan Sponsors

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, ICMA-RC will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to ICMA-RC.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your ICMA-RC 457 or 401 plan.

STEP 1: Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.

STEP 2: Complete the *Loan Guidelines Agreement*.

STEP 3: Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.

STEP 4: Complete the following documents (*if applicable*)

- **457 Plan Loan Administration Agreement** — If you have multiple 457 plan providers, you must complete and return this document to ICMA-RC.
- **Loan Amendment (401 Plans Only)** — If you are amending your existing 401 plan to add loan provisions, you must complete and return this document to ICMA-RC.

STEP 5: Return copies of the following documents to ICMA-RC (please be sure to submit all pages and retain the originals for your records):

- *Loan Guidelines Agreement*
- Loan Amendment to the 401 Plan Adoption Agreement (*if applicable*)
- 457 Plan Loan Administration Agreement (*if applicable*)
- Suggested Resolution (*if applicable*)

FAX TO:
Workflow Management Team
202-682-6439

OR

MAIL TO:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

STEP 6: Please allow 5–7 business days for ICMA-RC to establish your plan's loan program.

Please retain original copies of any documents you return to ICMA-RC for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

Loan Guidelines Agreement Instructions

The information in this packet is intended to assist you with implementing a loan program within your ICMA-RC 457 or 401 plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in hardship situations?
- How many loans will participants be allowed to have outstanding at one time? (up to five)
- How long will participants have to repay a loan used to purchase a new primary residence? (up to 30 years)
- How will participants repay their loans? (payroll deduction, ACH payments from their bank accounts, or both)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section I: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your ICMA-RC plan number.

Section II: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source — Use this section to specify the sources that will be available for participant loans.

Section III: Loan Purpose

Specify whether loans may be taken for (A) all purposes or (B) only in the case of hardship. If you choose the "all purposes" option, more of your employees are likely to request loans than if you select the "hardship only" option.

(A) All Purposes

(B) Hardship Only

401 Plans: Under the Code, only employers can authorize a loan for hardship purposes. Generally, for loan purposes, the IRS defines "hardship" situations for these purposes to include, but not to be limited to: unreimbursed medical expenses, buying or rehabilitating the participant's principal residence, and paying for college education for the participant or his/her qualified dependents. Car loan, car repairs, and the purchase or repair of a vacation or rental property would not be included in the hardship definition.

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section IV: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section V: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: If you select Payroll Deduction as a repayment option for your participants in Section VIII, *each loan repayment for each pay period must be accounted for separately*. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

Section VI: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on ICMA-RC's Account Access website can also be used to calculate a participant's maximum loan amount.

Section VII: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to ICMA-RC. *Loan repayments may not be made directly to ICMA-RC by the participant, unless you choose ACH debit as a repayment option in Section VIII.*

Section VIII: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method — You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** — With this option, you will include the loan repayment detail when you remit contribution detail to ICMA-RC via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **ACH** — With this option, participants authorize ICMA-RC to debit loan repayments directly from the participant's bank account via Automated Clearing House (ACH). This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction.

ADDITIONAL LOAN REPAYMENTS AND EARLY PAY-OFF

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section IX: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section X: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section XI: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by ICMA-RC as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section XII: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section XIII: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section XIV: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section XV: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

TIMING

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (EMPLOYERS)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs — a high occurrence of deemed distributed loans, and/or program participants in default, for example — may be disqualified (in the case of 401 plans) or classified as ineligible (for 457 plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program

associated with their retirement plan, regardless of the provisions governing the loan program.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (PARTICIPANTS)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section XVI: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section XVII: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals (457 Plans Only)

457 Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal

regulations under Section 457 of the Code require that an emergency withdrawal be a resource of the “last resort.” If the participant is able to take a loan or refinance a current loan from your ICMA-RC 457 plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457 regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity (Applies to Some 401 Plans Only)

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including “co-administered” or “co-provider” plans, ICMA-RC will administer your loan program in your plan(s) with ICMA-RC, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457 deferred compensation and section 401 qualified plan). The degree of your involvement will depend on your situation.

1. MULTIPLE PLANS

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by

itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

If you elect online loans, participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the “honor system” when they enter other loan amounts; ICMA-RC is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by ICMA-RC, our online program will take them into account.

2. SINGLE RETIREMENT PLAN/MULTIPLE PROVIDERS

If you have adopted a single retirement plan with one master plan document under which ICMA-RC and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. MULTIPLE TYPES OF RETIREMENT PLANS/MULTIPLE PROVIDERS

If you make loans available to your employees from all of your retirement plans (e.g. Section 457 deferred compensation plan and Section 401 qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401 and 457 plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401 or 457 plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.



LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program ☐ Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): _____

Plan Type: ☒ 457 Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401 Profit-Sharing Plan

ICMA-RC Plan Number: _____

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401 Plans — If your 401 plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ **Employer Contribution Account** (vested balances only)
- ☒ **Participant Contribution Accounts** (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) — If your 457 or 401(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☐ A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)
- ☒ A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☒ **All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Hardship Only** — With this option, loans shall only be granted in the event of a participant's hardship or for the purpose of enabling a participant to meet certain specified financial situations. Participants will need to complete the loan application form for your plan and obtain your approval (Online Loans is not available).

The employer shall approve the participant's loan application after determining, based on all relevant facts and circumstances that the amount of the loan is not in excess of the amount required to relieve the financial need, as defined by the employer. For this purpose, financial need shall include, but not be limited to: unreimbursed medical expenses of the participant or members of the participant's immediate family, establishing or substantially rehabilitating the principal residence of the participant, or paying for a college education (including graduate studies) for the participant or his/her dependents.

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- **Online Loans** — Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org (*Online Loans*).
- **Direct Check Issuance** — ICMA-RC sends loan documents with the loan check to the participant. When the participant endorses the check, that endorsement signifies acceptance of loan terms.

(B) HARDSHIP ONLY

- **Paper Application** — A loan application must be completed, signed by the participant and approved by you, the employer.
- **Check Issuance** — Upon receipt of an approved loan application, ICMA-RC will prepare the required loan documents (i.e., the promissory note and loan disclosure statement), and send them to the employer with the loan check.
 - The loan check may not be given to the participant until the loan documents have been signed by the participant. Because the promissory note is considered a plan asset, all loan documents must be completed and preserved for at least the life of the loan. The employer should retain the original loan documents and send copies of all documents to ICMA-RC.

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check for an all purpose loan is generally issued on the next business day following redemption, and will be mailed directly to the employee. The loan check for a hardship loan will be sent to the employer. The employee's presentation of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per calendar year. Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time.

- ☒ **One (1).** Participants may have only one (1) outstanding loan at a time.
- ☐ **Five (5).** Participants may have up to five (5) loans outstanding at one time.
- ☐ **Other.** Participants may have up to _____ (enter 2, 3, or 4) loans outstanding at one time.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a) plans) shall not exceed *the lesser of:*

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's **highest** outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

LOAN GUIDELINES AGREEMENT

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 30 (Enter a number of years, up to 30)

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457) or quarterly (401).

Repayment Method (Select One):

- ☐ Payroll deduction only.
- ☒ ACH debit only.*
- ☐ Employee may choose either payroll deduction or ACH debit.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency (Select One):

Repayments through payroll deduction will be sent via check or wire by the Employer to ICMA-RC on the following cycle (choose one):

- ☐ Weekly (52 per year)
- ☐ Bi-weekly (26 per year)
- ☐ Semi-monthly (24 per year)
- ☐ Monthly (12 per year)

Initiating Repayments:

- ACH debits from the employee's designated bank account will begin approximately one month following the date the employee's signed ACH authorization form is received and processed by ICMA-RC, or, in the case of online loans, approximately one month following the date the loan check has been cleared for payment. Debits will normally be made on a monthly basis.
- Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments

All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

VIII. LOAN REPAYMENT PROCESS *(CONTINUED)*

Loans in Default

Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans

If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence

Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue

In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using www.moneycafe.com/library/primerate.htm (prime rate) and www.citimortgage.com (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

XI. ACCELERATION *(SELECT ONE)*

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ Separation from service. All loan repayments must stop following an employee separating from service.
- ☒ Distribution of his/her entire account balance. Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan amortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants with one (1) outstanding loan may elect to refinance the outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants with multiple outstanding loans, and those who are no longer employed, are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

XV. DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, ICMA-RC will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. ICMA-RC is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

LOAN GUIDELINES AGREEMENT

XVI. FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

XVII. SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this 22 Day of this Month day of March Month, 20 18 Year.

EMPLOYER

By: 

Title: Stefan T. Chatwin, City Manager

Attest: _____

Maximum Loan Amount Worksheet

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457 or qualified 401 plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000.

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

MAXIMUM LOAN AMOUNT WORKSHEET

Worksheet Template		Example (using numbers from Example 3 above)
1) Enter 50% of the participant's total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter the participant's highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount the participant is eligible to receive as a new loan.	4) \$ _____ (maximum loan amount)	4) \$35,000



457 PLAN LOAN ADMINISTRATION AGREEMENT

This Agreement is not required if you have 1) only one 457 plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. **The Agreement only applies if you have adopted a single 457 plan document under which ICMA-RC and one or more other provider(s) must operate.** Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the ICMA Retirement Corporation (ICMA-RC) and the Employer.

The Employer currently sponsors a section 457 deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by ICMA-RC will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the ICMA-RC administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's ICMA-RC-administered account balance.
- (3) All loan repayments must be made to the participant's ICMA-RC-administered account for the life of the loan.

AGREED as of the 22 day of March, 20 18.

Name of Employer: City of Imperial

State: CA

Employer Plan Number: 304257

Authorized Official (Print Name): Stefan T. Chatwin, City Manager

Signature of Authorized Official: 

Mail or fax copies of all completed documents to ICMA-RC.

Fax to:
Workflow Management Team
202-682-6439

OR

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

DATE SUBMITTED 3/29/18
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 4/4/2018

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF DIRECTOR OF INFORMATION TECHNOLOGY FOR THE CITY OF IMPERIAL;

1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND ALEJANDRO ESTRADA FOR DIRECTOR OF INFORMATION TECHNOLOGY SERVICES;
2. APPOINTMENT OF ALEJANDRO ESTRADA TO DIRECTOR OF INFORMATION TECHNOLOGY FOR THE CITY OF IMPERIAL;

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial wishes to appoint Alejandro Estrada as the City's Director of Information Technology (IT). Mr. Estrada has provided IT administration and services to the City over the last eighteen years. It is in the best interest of the City to contract and appoint Mr. Estrada as an (FTE) employee. The services provided in this contract are already managed and administered by Mr. Estrada. They include but are not limited to: management of servers, wireless infrastructure, technical support for local users and workstations, information technology security services, water and wastewater SCADA system(s), online and infrastructure services, website content and programming updates service, iWeb content and programming updates, service programming consulting services, AMI backbone monitoring, maintenance and troubleshooting and video surveillance monitoring service.

FISCAL IMPACT: \$123,500.00 annual contract

Contract with benefits: \$149,801.00

Current Budget \$177,000.00

Cost Savings: \$27,199.00

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is my recommendation to approve the contract for Mr. Estrada appointing him as the Director of IT for the City of Imperial.

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

**CITY OF IMPERIAL INFORMATION TECHNOLOGY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of April, 2018, by and between the City of Imperial, a municipal corporation of the State of California, hereinafter called "Employer," and Alejandro Estrada, hereinafter called "Employee."

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee for the purpose of providing information technology services and employee wishes to be so employed; and

WHEREAS, services to be provided by Employee include, but are not limited to management of servers, wireless infrastructure, technical support for local users and workstations, information technology security services, water and wastewater SCADA system(s), online and infrastructure services, website content and programming updates service, iWeb content and programming updates, service programming consulting services, AMI backbone monitoring, maintenance and troubleshooting and video surveillance monitoring service; and,

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ Employee as its Director of Information Technology as described in the recitals hereto. Such duties include such other services as may be assigned from time to time by the City Manager so long as such duties are consistent with those normally associated with this position and are consistent with Employee's training and experience. Employee shall devote his full-time, attention and energies to his duties. Employee may, from time to time engage in activities for compensation for persons or entities other than Employer; provided, however that Employee shall obtain written permission, in advance, from the City Manager. City Manager may, in his sole discretion, grant, deny or impose conditions on such outside employment. Where Employee engages in outside employment, he shall indemnify, defend and hold Employer harmless from any claims arising from such outside employment.

Section 2: Termination and Severance Pay

Employee is at-will and serves at the pleasure of the City Manager. Employer may terminate Employee at any time without cause. In the event this Agreement is terminated without cause, then Employee shall receive three (3) month's base salary, payable upon the effective date of termination. Pursuant to California Government Code Section 53243.2, regardless of the term of this Agreement, if it is terminated, any cash settlement related to the termination shall be fully reimbursed to Employer if Employee is convicted of a crime involving an abuse of his office or position.

Section 3: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer one (1) month notice unless the parties agree otherwise.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement and applicable law.

Section 5: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of one hundred twenty-three thousand, five hundred dollars (\$123,500.00). Pay periods shall coincide with other unrepresented management employees. Employer and Employee agree that, based upon budget considerations and an annual performance review by the City Manager of Employee's performance, the Employee's salary may be adjusted in the sole discretion of the City Manager in accordance with the City's unrepresented management salary administration plan.

Section 6: Benefits

Retirement: Employee will participate in the City's California Public Employees Retirement System ("CalPERS"). Contributions to the plan by Employer and Employee shall be on the same terms and conditions as other members of the plan.

Other Benefits: Except for salary, which will be managed in accordance with Section 5, Employee shall receive the same benefits as unrepresented management employees. It is recognized that the Employee must devote a great deal of time outside normal business hours of the Employer. As such, the Employee will be allowed to take up to eighty (80) hours of Administrative Leave per fiscal year as he shall deem appropriate during normal business hours.

Section 7: Ownership of Inventions

The Parties hereto acknowledge that Employee has served Employer as a consultant and, in that capacity, has developed various systems and programs to assist Employer in the conduct of its business. Employer shall have "shop rights" to any invention or system developed by Employee for Employer's use prior to the date of this Agreement. Such "shop rights" include a non-exclusive, royalty-free, non-transferable license to such invention or system. As to inventions developed after the date of this Agreement for Employer's use, Employee hereby assigns to the Employer all of Employee's right, title and interest in and to Employee's intellectual property rights therein.

Section 8: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:

City of Imperial
420 South Imperial Avenue
Imperial, California 92251
ATTN: City Manager

Employee:

Alejandro Estrada
689 Bahia Street
Imperial, California 92251

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 10: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective on the date noted above.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the City of Imperial has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, on the day and year first above written.

EMPLOYER:

City of Imperial, California

EMPLOYEE:

By _____
Stefan T. Chatwin, City Manager

Alejandro Estrada

ATTEST:

By _____
Debra Jackson, City Clerk

APPROVED AS TO FORM:

By _____
Dennis H. Morita, City Attorney

DATE SUBMITTED 03/29/18
SUBMITTED BY City Clerk
DATE ACTION REQUIRED 04/04/18

Agenda Item No **E-4**
CITY COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS **40**

SUBJECT: DISCUSSION/ACTION: CITY REPRESENTATION AT THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE & GENERAL ASSEMBLY TO BE HELD MAY 3 -4, 2018 IN INDIAN WELLS, CALIFORNIA

- 1. APPOINTMENT OF DELEGATE AND ALTERNATE FOR CITY REPRESENTATION AT THE REGIONAL CONFERENCE & ASSEMBLY**

DEPARTMENT INVOLVED: City Council

BACKGROUND/SUMMARY:

SCAG will be holding its Annual Conference & General Assembly in Indian Wells, CA May 3 & 4, 2018. The program consists of expert panels, keynote presentations and technical demonstrations to share insights on how our local governments and civic partners can work together to make the most of new technologies to enhance mobility, economic opportunity and quality of life. This event is free for Council members and city managers. Please see the draft schedule for meeting details.

FISCAL IMPACT:

STAFF RECOMMENDATION:
Council appoint a Delegate and Alternate

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED () REJECTED ()
DISAPPROVED () DEFERRED ()

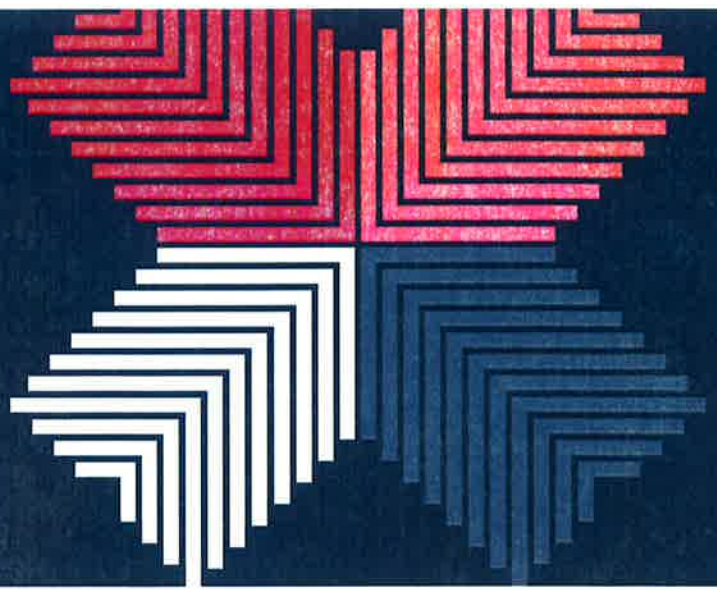
REFERRED TO:



2018

REGIONAL CONFERENCE & GENERAL ASSEMBLY

SOUTHERN CALIFORNIA AT A CROSSROADS



DRAFT CONFERENCE SCHEDULE

WEDNESDAY, MAY 2



11:00 a.m. – 4:00 p.m.	FUTURE COMMUNITIES FORUM
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THURSDAY, MAY 3



8:00 a.m. – 10:00 a.m.	NETWORKING & CONTINENTAL BREAKFAST
9:00 a.m. – 10:00 a.m.	REGIONAL COUNCIL MEETING
10:15 a.m. – 11:00 a.m.	WELCOME & OPENING KEYNOTE
11:00 a.m. – 12:00 p.m.	GENERAL ASSEMBLY MEETING
12:15 p.m. – 1:45 p.m.	SUSTAINABILITY AWARDS LUNCHEON
2:00 p.m. – 3:15 p.m.	BREAKOUT SESSION I
3:15 p.m. – 3:30 p.m.	BREAK & NETWORKING
3:30 p.m. – 4:45 p.m.	BREAKOUT SESSION II
5:30 p.m. – 7:30 p.m.	EVENING RECEPTION

MAY 3-4

Renaissance Indian Wells
Resort & Spa
44400 Indian Wells Lane
Indian Wells, CA 92210

scag.ca.gov/ga2018

FRIDAY, MAY 4



8:30 a.m. – 9:00 a.m.	BREAKFAST
9:00 a.m. – 9:30 a.m.	WELCOME KEYNOTE
9:30 a.m. – 10:30 a.m.	PLENARY SESSION 1
10:30 a.m. – 11:30 a.m.	PLENARY SESSION 2
11:30 a.m.	CONFERENCE WRAP-UP

DRAFT CONFERENCE SCHEDULE



THURSDAY, MAY 3

2:00 p.m. BREAKOUT SESSION I

Risk, Resilience, and Avoiding Economic Disaster

This past year, we've seen numerous natural disasters hit the region, and their economic impacts continue to reverberate. But one threatening us every day is a major earthquake along the San Andreas Fault. This panel session would build on the previous work of SCAG's Earthquake Preparedness Initiative, zeroing in on the best practices cities and counties can employ to protect local communities and economies from the disruption that a major earthquake, fire or other natural disaster would cause. What other tools can cities use to ensure that natural disasters will not turn into catastrophes? What are local utilities doing to prepare as well? And how can we better coordinate with one another?

At a Crossroads: Our Transportation Future

Southern California has a complex transportation system with equally complex challenges. The region is also a hotbed of innovative thinking and emerging technologies that aim to address those challenges. This panel will identify a path for meeting ambitious goals for easing congestion, reducing climate impacts and improving mobility access for all, and address opportunities for today's civic leaders to define the future of transportation in the region, and set the path for meeting ambitious goals for easing congestion, reducing climate impacts and improving mobility access for all. So how do we rethink our approach to infrastructure and land use to make the most of our existing transportation environment? How can cities and counties be successful in piloting projects that require major change?

Student Showcase

This session will feature the work of students in the region, sharing research projects in the form of sustainability planning posters and GIS Story Maps selected through a competitive application process. These displays represent some of the strongest student work in the region, demonstrating innovative solutions to sustainability-related planning issues and illustrating the value of applied data to address regional issues. One project from each category will also be designated as the "best in show" by a panel of judges and receive a \$1,000 cash prize.

3:30 p.m. BREAKOUT SESSION II

Adapt and Re-Adapt: The Future of City Finance

Traditional sources of city and county revenue have seen sizable shifts in recent years, thanks in large part to new technologies, changing consumer habits, and certain legislative policies. Online shopping is outpacing sales at brick-and-mortar stores and local governments are missing out on sales tax revenues that end up going to the state instead. Meanwhile potential funding opportunities have become available with the legalization of recreational marijuana use. Now more than ever, local governments need to adapt to the shifting economy by being creative, innovative, and resourceful. What land use policies can local governments employ to keep their operations stable and effective? How does the changing face of retail stand to impact local businesses and economic development? What new partnerships, practices, and programs have been implemented to meet these current challenges?

Housing and the Shrinking Middle Class

An expanding middle class is an important indicator for a prospering region. However, Southern California's housing affordability problem continues to worsen, paving the way for an exodus of new businesses and top talent to other regions. An unprecedented housing shortage is at the root of the problem, as cities and counties all over the state have long been falling short of meeting their housing needs reflected in the Regional Housing Needs Assessment (RHNA). This session will address new policy measures and planning strategies from the state & local levels, as well as the important role the RHNA will need to play in the push for a solution to the housing crisis. This panel will also include perspectives of those who have left the region – and the state – to humanize the effect of our housing affordability crisis.

DATE SUBMITTED 3-28-18
SUBMITTED BY Public Services
DATE ACTION REQUIRED 4-4-18

Agenda Item No E-7
CITY COUNCIL ACTION (X)---11-1
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS (Signature)

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: declaring equipment surplus

DEPARTMENT INVOLVED: Public Services

BACKGROUND/

Staff is requesting the council to declare the ditch witch model JT9 serial number CMEJT9XXEGOOOO342 surplus and authorize the sale by sealed bids with a minimum bid value of \$60,000 less the trailer

FISCAL IMPACT

STAFF RECOMMENDATION: Approval

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL (Signature)

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()