

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
APRIL 6, 2022
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. Email public comments to publicinformation@cityofimperial.org by 5:00 pm on Wednesday, April 6, 2022. Comments received by 5:00 pm will be read into the record during the regular meeting.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT (760) 355-4373. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

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

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

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.
(Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Section 54956.9). One (1) potential case Government Code Section 54957(b)(1)

A-2. 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 (2) potential case

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. SPECIAL PRESENTATIONS:

- D-1.** Special Recognition – Imperial High School Varsity Boys Soccer Team
- D-2.** Special Recognition – Imperial High School Varsity Girls Basketball Team
- D-3.** Special Recognition – Daniel Lemus, Frank Wright Middle School
- D-4.** Autism Awareness Fair

E. CONSENT AGENDA:

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

- E-1.** Approval of Minutes from Regular Meeting March 16, 2022
- E-2.** Approval of Claims & Warrants Report
- E-3.** Resolution 2022-23 Declaring Emergency, Ratification of Action Taken and Authorization of Payment for Aten Reservoir Tank Supply Line.
- E-4.** Purchase of Maintenance Equipment Parts for UV System at Waste Water Treatment Plant
- E-5.** Approval of Amendment to Victoria Ranch Unit 3D Final Map Subdivision Agreement and Authorization to Record Final Documents.
- E-6.** Approval of Remote Access Policy
- E-7.** Approval of Public Safety Camera System Policy

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

F-1. SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION/HERITAGE AT DAHLIA RANCH, LLC.

- 1. AUTHORIZATION TO SIGN THE ENCROACHMENT PERMIT APPLICATION NO. A-2021-0053 TO IMPERIAL IRRIGATION DISTRICT FOR THE INSTALLATION OF A NEW DISCHARGE INLET CONNECTION TO NEW SIDE DRAIN.

F-2. SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION/HERITAGE AT DAHLIA RANCH, LLC.

- 1. AUTHORIZATION TO SIGN THE ENCROACHMENT PERMIT APPLICATION NO. A-2022-003 TO IMPERIAL IRRIGATION DISTRICT FOR THE CONSTRUCTION OF SURFACE IMPROVEMENTS OVER DAHLIA LATERAL 8 ALONG THE NORTH SIDE OF NECKEL ROAD

F-3. SUBJECT: DISCUSSION/ACTION: REPLACEMENT OF PARK AMENITIES AT SAVANNA RANCH AND VICTORIA PARK

- 1. APPROVAL OF PURCHASE OF NEW PICNIC TABLES AND BENCHES FOR SAVANNA RANCH PARK AND VICTORIA PARK FROM BENSON OUTDOORS IN THE AMOUNT OF \$35,000.00

F-4. SUBJECT: DISCUSSION/ACTION: AN URGENCY ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES RELATED TO THE USE AND POSSESSION OF FIREWORKS

1. INTRODUCTION, FIRST READING BY TITLE ONLY, AND ADOPTION OF ORDINANCE 816 ON AN URGENCY BASIS AMENDING THE CODIFIED ORDINANCE RELATED TO THE USE AND POSSESSION OF FIREWORKS.
2. PROVIDE DIRECTION TO STAFF TO PREPARE A SUMMARY OF ORDINANCE NO. 816 FOR PUBLICATION PURPOSES.

F-5. SUBJECT: DISCUSSION/ACTION: AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES RELATED TO THE USE AND POSSESSION OF FIREWORKS

1. INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE 817 THE CODIFIED ORDINANCE RELATED TO THE USE AND POSSESSION OF FIREWORKS.
2. PROVIDE DIRECTION TO STAFF TO PREPARE A SUMMARY OF ORDINANCE NO. 817 FOR PUBLICATION PURPOSES.

F-6. SUBJECT: DISCUSSION/ACTION: DECLARATION OF SURPLUS ITEMS AT IMPERIAL PUBLIC LIBRARY

1. DECLARATION OF SHELVING AS SURPLUS;
2. AUTHORIZE THE SALE OR DISPOSAL OF SURPLUS ITEMS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, APRIL 20, 2022, AT 7:00 P.M.

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
MARCH 16, 2022

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

MAYOR DALE CONVENED TO CLOSED SESSION AT 6:30 PM.

COUNCIL PRESENT: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

STAFF PRESENT: MORITA, BROWN, HOLBROOK, AND MORA

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 (1) potential case

A-2. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957(b)(1)

Title: City Attorney

MAYOR DALE ADJOURNED CLOSED SESSION AT 6:58 PM

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

MAYOR DALE CALLED THE MEETING TO ORDER AT 7:04 PM

COUNCIL PRESENT: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

STAFF PRESENT: MORITA, BROWN, HOLBROOK, GUTIERREZ, MORA, HALLER, CHIEF ESTRADA, ESTRADA, LOPEZ, CHIEF BARA,

PLEDGE OF ALLEGIANCE LED BY TONY LOPEZ

ADJUSTMENTS TO THIS AGENDA

MORITA explained that a third action to item F-1 would be added to the agenda. The third action would be to amend Mr. Holbrook's existing contract in name Ms. Turner as an Assistant Attorney for the remainder of Mr. Holbrook's agreement ending May 1, 2022. **MORITA** explained that the need for this arose after the agenda was posted. **AMPARANO** asked to move items F6, F10, F11, F12 and F13 to the Consent Calendar. **MORITA** stated it would be best for the City Council to take action separately to make the various adjustments to the agenda.

ACTION #1

AMPARANO MOTIONED TO ADD THE THIRD ACTION ITEM TO F-1 AS AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY OF IMPERIAL AND GEOFFREY P. HOLBROOK FOR CITY ATTORNEY SERVICES. SECONDED BY BURNWORTH.

AYES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

ACTION #2

AMPARANO MOTIONED TO MOVE ITEMS F-6, F-10, F-11, F-12, AND F-13 TO THE CONSENT AGENDA. SECONDED BY BURNWORTH.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

NONE

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.

NONE

C-2. Matters appearing on the agenda.

NONE

D. SPECIAL PRESENTATIONS:

D-1. PROCLAMATION – APRIL 2022 AUTISM AWARENESS MONTH

MAYOR DALE presented parent advocates and representatives of Autism Support Imperial County with a Proclamation declaring April as Autism Awareness Month in the City of Imperial. Following the Presentation, LOPEZ invited the community to attend the City's Inaugural Autism Awareness Fair at Eager Park on April 9, 2022.

E. CONSENT AGENDA:

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

E-1. Approval of Minutes from Regular Meeting March 02, 2022

E-2. Claims & Warrants Report

F-6. CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) PROGRAM

F-10. Imperial Public Library Mobile Device Agreement

F-11. Imperial Public Library Children's Area Furnishings

F-12. Approval of Invoicecloud Electronic Payment Portal

F-13. Municode Recodification Services and Annual Subscription.

ACTION:

MOTIONED BY AMPARANO TO APPROVE THE CONSENT AGENDA AS AMENDED BY EARLIER ACTION. SECONDED BY BURNWORTH.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

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

F-1. SUBJECT: DISCUSSION/ACTION: CITY ATTORNEY APPOINTMENT

DISCUSSION:

HOLBROOK presented the item to the Imperial City Council. HOLBROOK stated that the City received four proposals as part of the competitive process. The City Council held interviews and has selected a candidate which is Ms. Katherine Turner. HOLBROOK reviewed the three actions presented this evening. TURNER introduced herself to the City Council and Community and expressed her excitement to work with the City of Imperial.

ACTION #1:

BURNWORTH MOTIONED BY ONE ACTION TO APPOINT OF KATHERINE TURNER AS CITY ATTORNEY FOR CITY OF IMPERIAL EFFECTIVE MAY 1, 2022. SECONDED BY AMPARANO

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

ACTION #2:

BURNWORTH MOTIONED TO APPROVE THE AGREEMENT BETWEEN CITY OF IMPERIAL AND KATHERINE TURNER FOR CITY ATTORNEY PROFESSIONAL SERVICES. SECONDED BY EUGENIO.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

ACTION #3:

BURNWORTH MOTIONED TO AMEND THE EXISTING AGREEMENT BETWEEN THE CITY OF IMPERIAL AND GEOFFREY P. HOLBROOK DESIGNATING MS. TURNER AS ASSISTANT ATTORNEY FOR THE CITY OF IMPERIAL. SECONDED BY EUGENIO.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

F-2. SUBJECT: DISCUSSION/ACTION: SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM

DISCUSSION:

MORA presented the item on behalf of the City Council. MORA reviewed the project that would rehab Aten Blvd. from Vilore to Cross Ave. MORA provided the cost overview to the City Council. No discussion was held with the City Council.

ACTION:

MOTION BY AMPARANO TO APPROVE RESOLUTION 2022-16 AUTHORIZING THE SUBMISSION OF STBG PROGRAM GRANT APPLICATION FOR THE REHABILITATION OF ATEN BLVD FROM VILORE WAY TO CROSS AVE AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL ASSOCIATED DOCUMENTS. SECONDED BY BURNWORTH.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

F-3. SUBJECT: DISCUSSION/ACTION: WATER SERVICE TO PROPERTIES OUTSIDE CITY BOUNDARIES

DISCUSSION:

MORA presented the item to the City Council. MORA reviewed Mr. Meza's application and confirmed that he has completed the LAFCO process. BURNWORTH asked if this was for a single residence or a new subdivision. MORA confirmed that it was for a single-family residence. BURNWORTH ask MORA to explain what the process was if others were interested. MORA provided the information and stated that Staff does inspect and perform the connection into our utilities. AMPARANO asked if the new connection was going to tear into our road. MORA stated yes, and that the applicant was responsible for the costs. DALE expressed that it is a fairly simple process for anyone interested. No further discussion was held by the Council.

MOTION BY BURNWORTH TO APPROVE THE EXTENSION OF WATER SERVICE TO REAL PROPERTY LOCATED OUTSIDE THE CITY OF IMPERIAL AT APN 064-020-044 ON NANCE ROAD. SECONDED BY AMPARANO.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 5-0

F-4. SUBJECT: DISCUSSION/ACTION: CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROGRAM

DISCUSSION:

MORA presented the item to the City Council. MORA provided an overview of the project to install a bike path along Aten Road from Vilore Way to Austin Road. AMPARANO asked for clarification on what we paid for the other bike line from Cross to Dogwood. MORA clarified that the price is due to the cost in materials and the difference in striping for the bike lane. BURNWORTH stated that the cost to the City is minimal. EUGENIO asked what the life span is for thermoplastic verses regular paint. MORA stated that regular paint will show wear and tear as soon as three months after it is put down; thermoplastic can last several years. DALE asked if there is a study that is being completed to who actually uses this? BURNWORTH stated that having the bike lane there will make it more accessible for others. AMPARANO is concerned about the cost of the project, even though it is funded through a grant. EUGENIO expressed that it is part of the bigger picture with HWY 86, and believes it is more cost effective to have thermoplastic that is easier to maintain rather than painting every three to six months. No further discussion was held by the City Council.

ACTION:

MOTIONED BY TUCKER TO APPROVE RESOLUTION 2022-18 AUTHORIZING THE SUBMISSION OF CMAQ PROGRAM GRANT APPLICATION FOR THE INSTALLATION OF THE ATEN BLVD CLASS II BIKE LANE FROM VILORE WAY TO AUSTIN ROAD AND AUTHORIZATION FOR CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL ASSOCIATED DOCUMENTS. SECONDED BY BURNWORTH

YES: EUGENIO, TUCKER, AND BURNWORTH
NOES: AMPARANO AND DALE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED: 3-2

F-5. SUBJECT: DISCUSSION/ACTION: SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM

DISCUSSION:

MORA presented the item to the City Council. MORA provided an overview of the project for the rehabilitation of P Street. AMPARANO expressed his appreciation for the project and wanted to confirm that we would not rehabbing the portion that belongs to the County. BURNWORTH asked if curb and gutter were apart of this project. MORA confirmed that curb and gutter were in the project scope. No further discussion was had by the City Council.

ACTION

MOTION BY BURNWORTH TO APPROVE RESOLUTION 2022-16 AUTHORIZING THE SUBMISSION OF STBG PROGRAM GRANT APPLICATION FOR THE REHABILITATION OF “P” STREET BETWEEN BARIONI BLVD AND ATEN BLVD. AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL ASSOCIATED DOCUMENTS. SECONDED BY AMPARANO.

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED: 5-0

**F-7. SUBJECT: DISCUSSION/ACTION: WILDFLOWER NORTH RETENTION BASIN
BLOCK WALL REPLACEMENT**

DISCUSSION:

LOPEZ presented the item to the City Council. LOPEZ stated that the quotes seen are in response to the City Council direction provided last meeting. AMPARANO asked if the quote comparisons are based on staff's estimation, or if we went out to gather these? LOPEZ stated that this were obtained from third parties. EUGENIO was hoping the costs difference wouldn't be as much as they are. LOPEZ stated that to construct a similar wall at Skyranch is \$450 per linear foot. BURNWORTH stated that there was a \$100,000.00 difference between chain link and block wall. No further discussion was held by the City Council.

ACTION:

AMPARANO MOTIONED TO AUTHORIZE THE PARKS DEPARTMENT TO SEEK BIDS FOR DEMOLITION AND REPLACEMENT OF WILDFLOWER NORTH RETENTION BASIN BLOCK WALL WITH CHAIN-LINK FENCING AS PRESENTED. SECONDED BY TUCKER

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED: 5-0

**F-8. SUBJECT: DISCUSSION/ACTION: RETIREMENT OF IMPERIAL POLICE
DEPARTMENT K-9 OFFICER JUDY**

DISCUSSION:

CAPT. SHEFFIELD presented the item to the City Council. SHEFFIELD reviewed K9 Judy's history with the Department. BURNWORTH asked if we would be getting another K9. SHEFFIELD stated that the Department would not be seeking to replace Judy, as they still have a dog K9 Kaya. No further discussion was held by the City Council.

ACTION:

MOTIONED BY AMPARANO TO APPROVE THE MEDICAL RETIREMENT FOR K9 JUDY AND AUTHORIZE THE ADOPTION BY HER HANDLER OFFICER STIFF. SECONDED BY EUGENIO

YES: AMPARANO, EUGENIO, TUCKER, BURNWORTH AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

MOTION CARRIED: 5-0

F-9. SUBJECT: DISCUSSION/ACTION: DECLARATION OF SURPLUS LAND

DISCUSSION:

BROWN presented the item to the City Council. BURNWORTH asked if the Council could get a list or GIS map of available properties that the City currently owns. AMPARANO asked if we were planning to sell the property or if we could keep it. BROWN explained it is the City's intent to sell the property pending the completion of notice of availability in compliance with the State of CA Surplus Land Act. The City has determined that the highest and best use for the property would be commercial use and currently the City is using it as storage.

ACTION:

MOTION BY TUCKER TO ADOPT RESOLUTION 2022-20 DECLARING REAL PROPERTY OWNED BY THE CITY OF IMPERIAL LOCATED AT 401 E. BARIONI BLVD AS SURPLUS LAND. SECONDED BY BURNWORTH.

YES: EUGENIO, TUCKER, BURNWORTH AND DALE

NOES: AMPARANO

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED: 4-1

MAYOR DALE ADJOURNED THE CITY COUNCIL MEETING AT 7:48 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, APRIL 6, 2022, AT 7:00 P.M.

Check Register Report

E-2

Date: 04/01/2022

Time: 2:28 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
103696	03/14/22	Printed			172	PYRAMID CONSTRUCTION		188,095.54
103697	03/14/22	Printed			172	PYRAMID CONSTRUCTION		465,600.04
103699	03/14/22	Printed			5837	U.S. BANK		2,552.87
103700	03/18/22	Printed			391	A & R CONSTRUCTION		3,302.85
103701	03/18/22	Printed			7574	ADAM VALLUZZI		94.49
103702	03/18/22	Printed			7644	ALBERT & ANGELICA GODINEZ		42.45
103703	03/18/22	Printed			2357	ALL VALLEY FENCE AND MATERIALS		2,191.91
103704	03/18/22	Printed			7639	ANAHI GALLEGOS		148.61
103705	03/18/22	Printed			7641	ANDREA LAVENDER		27.65
103706	03/18/22	Printed			656	AQUA METRIC		2,589.91
103707	03/18/22	Printed			1066	AT & T		3,818.90
103708	03/18/22	Printed			1851	AT&T LONG DISTANCE		122.33
103709	03/18/22	Printed			7652	AYSHAH DURRANI		82.20
103711	03/18/22	Printed			4400	BABCOCK LABORATORIES, INC.		3,091.81
103712	03/18/22	Printed			7657	BARKING DOG EXHIBITS STORYWALK		5,136.64
103714	03/18/22	Printed			7158	BLUETARP FINANCIAL, INC.		1,020.50
103715	03/18/22	Printed			674	BRENNTAG		5,310.21
103716	03/18/22	Printed			7648	CARLOTA HERNANDEZ		33.40
103717	03/18/22	Printed			7650	CHARLES & TUNIKKA BROWN		213.18
103718	03/18/22	Printed			7654	CHRIS GARCIA		119.85
103719	03/18/22	Printed			7640	CHRIS MAYS		119.10
103720	03/18/22	Printed			3029	CLAIREMONT EQUIPMENT		1,621.08
103721	03/18/22	Printed			6222	CODE EXXPERTS, LLC		845.79
103722	03/18/22	Printed			1109	CONSOLIDATED ELECTRICAL DIST.		24.78
103723	03/18/22	Printed			784	CONTROL PARTS		644.09
103724	03/18/22	Printed			514	CORE & MAIN LP		1,017.52
103725	03/18/22	Printed			7638	CORTNEY WRIGHT		332.31
103726	03/18/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		192.53
103727	03/18/22	Printed			3315	CRAIG'S CRANE & SERVICE, INC.		740.00
103728	03/18/22	Printed			6841	DANIEL AGUILAR		85.55
103729	03/18/22	Printed			1287	DEMCO, INC.		2,256.50
103730	03/18/22	Printed			2019	DRISCOLLS		37.89
103731	03/18/22	Printed			207	EL CENTRO MOTORS		48,427.21
103732	03/18/22	Printed			2191	EMBER HALLER		488.16
103733	03/18/22	Printed			1123	EMPIRE SOUTHWEST, LLC		2,048.90
103734	03/18/22	Printed			019	FERGUSON ENTERPRISES, INC.		521.73
103735	03/18/22	Printed			7145	FERGUSON WATERWORKS #1083		866.13
103736	03/18/22	Printed			7647	FERNANDO ESQUER		81.32
103737	03/18/22	Printed			7658	FLASHPANTS		2,500.00
103738	03/18/22	Printed			7642	FRANCISCO AVILES		63.01
103739	03/18/22	Printed			710	GRAINGER		1,289.32
103740	03/18/22	Printed			117	HAAKER EQUIPMENT COMPANY		1,600.66
103741	03/18/22	Printed			331	HACH COMPANY		127.65
103742	03/18/22	Printed			4377	HUBER TECHNOLOGY INC		860.56
103743	03/18/22	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH		1,040.00
103744	03/18/22	Printed			028	IMPERIAL IRRIGATION DISTRICT	3/1/22	26,704.05

Check Register Report

Date: 04/01/2022

Time: 2:28 pm

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
103745	03/18/22	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,392.00
103746	03/18/22	Printed			221	IMPERIAL PRINTERS		532.06
103747	03/18/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		167.97
103748	03/18/22	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		856.84
103749	03/18/22	Printed			350	IMPERIAL VALLEY PAINT CENTER		9.69
103750	03/18/22	Printed			1195	IVROP		56.00
103751	03/18/22	Printed			1587	JADE SECURITY SYSTEMS, INC.		59.99
103752	03/18/22	Printed			7646	JAIME LICON		95.72
103753	03/18/22	Printed			7651	JOSEPH LOYD		166.43
103754	03/18/22	Printed			868	K-C WELDING & RENTALS, INC.		228.40
103755	03/18/22	Printed			2901	KIMBALL MIDWEST		358.87
103756	03/18/22	Printed			7645	KRISTINE CHACON		51.93
103757	03/18/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		355.76
103758	03/18/22	Printed			1716	LANTELLIGENCE INC.		1,536.57
103759	03/18/22	Printed			7300	LAW OFFICE OF		8,000.00
103760	03/18/22	Printed			1919	MALLORY FIRE		271.64
103761	03/18/22	Printed			7649	MARIANA CASTANEDA		69.85
103762	03/18/22	Printed			7655	MARK RODRIGUEZ		84.08
103763	03/18/22	Printed			2295	NEW BORDER TACTICAL, INC		38.86
103764	03/18/22	Printed			2295	NEW BORDER TACTICAL, INC		768.58
103765	03/18/22	Printed			4481	O'REILLY		510.43
103766	03/18/22	Printed			079	ONE SOURCE DISTRIBUTORS		6,879.99
103767	03/18/22	Printed			4562	PET WASTE ELIMINATOR		344.80
103768	03/18/22	Printed			7495	POLYDYNE INC.		8,426.05
103769	03/18/22	Printed			694	REXEL OF AMERICA, LLC		406.36
103770	03/18/22	Printed			3526	RSD		330.46
103771	03/18/22	Printed			2983	RUSH STEEL SUPPLY		84.44
103772	03/18/22	Printed			957	SC FUELS		1,344.25
103773	03/18/22	Printed			7636	SEDGWICK CLAIMS MANAGEMENT		526.38
103774	03/18/22	Printed			1239	SHERWIN-WILLIAMS		98.21
103775	03/18/22	Printed			4569	SIERRA MATERIAL TESTING		11,190.00
103776	03/18/22	Printed			7643	SKYE HANAN		59.29
103777	03/18/22	Printed			091	STAPLES CREDIT PLAN		16.87
103778	03/18/22	Printed			7653	STEVEN ESTRADA		223.29
103779	03/18/22	Printed			068	SUNBELT RENTALS, INC.		2,016.81
103780	03/18/22	Printed			7443	TEXAS LIFE INSURANCE COMPANY		962.84
103781	03/18/22	Printed			5774	TOTAL INDUSTRIES INC.		1,475.00
103782	03/18/22	Printed			1100	USA BLUEBOOK		2,093.82
103783	03/18/22	Printed			615	VALLEY PEST SERVICES, INC		347.00
103784	03/18/22	Printed			611	VERIZON WIRELESS		955.78
103785	03/18/22	Printed			7656	VICTORIA ROJAS		51.41
103786	03/18/22	Printed			1715	WAXIE SANITARY SUPPLY		37.39
103787	03/18/22	Printed			1568	WEBB AND ASSOCIATES		32,004.20
103788	03/18/22	Printed			1132	WELLS FARGO BANK MN, N.A.		590,986.62
103789	03/18/22	Printed			7459	WESTERN SYSTEMS, INC		4,250.00
103790	03/18/22	Printed			487	XPRESS LUBE		270.07
103903	03/23/22	Printed			735	ACADEMI AWARDS & TROPHIES		140.73
103905	03/23/22	Printed			5956	AMAZON CAPITAL SERVICES		618.02
103906	03/23/22	Printed			6306	AMERICAN FIDELITY ASSURANCE		6,406.44

Check Register Report

Date: 04/01/2022

Time: 2:28 pm

Page: 3

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
103907	03/23/22	Printed			966	AMERICAN LIBRARY ASSOCIATION		289.00
103908	03/23/22	Printed			4400	BABCOCK LABORATORIES, INC.		1,272.97
103909	03/23/22	Printed			250	BLUE SHIELD OF CALIFORNIA		33,127.36
103910	03/23/22	Printed			7158	BLUETARP FINANCIAL, INC.		581.21
103911	03/23/22	Printed			7659	BRANDAN LEON		73.44
103912	03/23/22	Printed			4029	CABLES PLUS		3,356.71
103913	03/23/22	Printed			455	CALIFORNIA STATE DISBURSEMENT		1,495.37
103914	03/23/22	Printed			3669	CANON		647.97
103915	03/23/22	Printed			6579	CURRICULA		2,340.00
103916	03/23/22	Printed			607	DAVE BANG & ASSOCIATES, INC.		17,714.83
103917	03/23/22	Printed			7661	EAGLE FRESH INC.		1,302.19
103918	03/23/22	Printed			7658	FLASHPANTS		2,500.00
103919	03/23/22	Printed			314	FRANCHISE TAX BOARD		200.00
103920	03/23/22	Printed			7092	HELENA AGRI-ENTERPRISES, LLC		689.60
103921	03/23/22	Printed			7342	HYLAN WEST, INC.		17,544.72
103922	03/23/22	Printed			1190	ICMA RC		850.00
103923	03/23/22	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		925.00
103924	03/23/22	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		57.90
103925	03/23/22	Printed			5033	INFO SEND INC.		2,880.23
103926	03/23/22	Printed			320	INTERNAL REVENUE SERVICE		150.00
103927	03/23/22	Printed			868	K-C WELDING & RENTALS, INC.		117.26
103928	03/23/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		440.88
103929	03/23/22	Printed			5230	LABOR COMPLIANCE CONSULTANTS		1,000.00
103930	03/23/22	Printed			3283	LANDSCAPE ROCK SUPPLY		4,094.50
103931	03/23/22	Printed			1996	LEE TIRE CO.		119.09
103932	03/23/22	Printed			101	LINCOLN LIFE		1,287.35
103933	03/23/22	Printed			081	PETTY CASH		550.00
103934	03/23/22	Printed			2782	PRINCIPAL LIFE INSURANCE COMP		5,519.14
103935	03/23/22	Printed			7660	ROLANDO TREVINO		131.34
103936	03/23/22	Printed			104	TEAMSTERS, LOCAL 542		1,251.00
103937	03/23/22	Printed			7443	TEXAS LIFE INSURANCE COMPANY		962.84
103938	03/23/22	Printed			2008	UNITED PARCEL SERVICE		51.94
103939	03/23/22	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
103941	03/23/22	Printed			615	VALLEY PEST SERVICES, INC		2,297.00
103942	03/23/22	Printed			7624	WEST COAST CONSTRUCTION		1,050.47
103943	03/30/22	Printed			5911	ABRAHAM VANDIVER		33.00
103944	03/30/22	Printed			2357	ALL VALLEY FENCE AND MATERIALS		391.13
103945	03/30/22	Printed			7663	ANA HOLGUIN		223.67
103946	03/30/22	Printed			7657	BARKING DOG EXHIBITS STORYWALK		660.08
103947	03/30/22	Printed			7665	CARMEN NEIDIFFER		159.04
103948	03/30/22	Printed			6857	COUNTY MOTOR PARTS CO, INC		341.77
103950	03/30/22	Printed			2228	DEKRA-LITE		1,648.51

Check Register Report

Date: 04/01/2022

Time: 2:28 pm

Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
103951	03/30/22	Printed			2191	EMBER HALLER		1,704.05
103952	03/30/22	Printed			7670	HEATHER WHITE		88.29
103953	03/30/22	Printed			2096	HOME DEPOT CREDIT SERVICES		746.05
103954	03/30/22	Printed			2914	IMPERIAL COUNTY TRANSPORTATION		2,291.07
103955	03/30/22	Printed			202	IMPERIAL COUNTY TREASURER		27,985.18
103956	03/30/22	Printed			028	IMPERIAL IRRIGATION DISTRICT		14,163.89
103957	03/30/22	Printed			868	K-C WELDING & RENTALS, INC.		110.36
103958	03/30/22	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		1,488.34
103959	03/30/22	Printed			7667	LUIS PITONES		99.24
103960	03/30/22	Printed			7662	MICHAEL BENNETT		136.78
103961	03/30/22	Printed			7664	MICHAEL HURTADO		31.94
103962	03/30/22	Printed			7254	MICHAEL LANKFORD		40.42
103963	03/30/22	Printed			7666	NAYELLI GARCIA		105.79
103964	03/30/22	Printed			085	POSITIVE PROMOTIONS		2,343.45
103965	03/30/22	Printed			172	PYRAMID CONSTRUCTION		746,031.56
103966	03/30/22	Printed			091	STAPLES CREDIT PLAN		69.66
103967	03/30/22	Printed			7668	STATE WATER RESOURCES CONTROL		17,043.50
103968	03/30/22	Printed			2008	UNITED PARCEL SERVICE		32.36
103969	03/30/22	Printed			5674	WAGEWORKS, INC		95.00
					Total Checks: 156			Checks Total (excluding void checks): 2,397,231.81
					Total Payments: 156			Bank Total (excluding void checks): 2,397,231.81
					Total Payments: 156			Grand Total (excluding void checks): 2,397,231.81

DATE SUBMITTED

March 30, 2022

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

April 6, 2022

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION (X)

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION: Adopt resolution declaring emergency, ratifying action taken and authorizing payment.

BACKGROUND/SUMMARY:

On January 6 of this year, it was discovered that the supply line conveying potable water to the Aten Reservoir Tank developed a leak. Pictures are attached. Because of the age of the line and the cause of the leak being corrosion, there was concern that if the line were to fail completely, then water service to the area served by the tank would be compromised. The result would be impacts to public health and safety. Repair of the line was undertaken on an emergency basis with the approval of the City Manager. Parts were ordered and arrived on February 18. Replacement was completed on February 24, 2022. It is requested that the council approve the resolution which declares the emergency, ratifies action taken by staff to address the emergency and authorizes payment for the repair.

FISCAL IMPACT: \$49,428.12 to A & R Construction

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approve

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: Approve

CITY
MANAGER'S
INITIALS DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

RESOLUTION NO. 2022-23

**RESOLUTION DECLARING AN EMERGENCY,
RATIFYING ACTION TAKEN TO ADDRESS THE
EMERGENCY AND AUTHORIZING PAYMENT**

WHEREAS, the City operates and maintains a water conveyance and storage system, a portion of which is commonly referred to as the Aten Reservoir Tank; and

WHEREAS, the sole source of potable water to the Aten Reservoir Tank developed a leak; and

WHEREAS, given the age and appearance of the supply line, there was concern that the supply line could fail; and

WHEREAS, if the supply line were to fail, potable water delivery to the Aten Reservoir Tank would cease and potable water delivery to the area of the city served by the Aten Reservoir Tank would be compromised thereby creating a public health and safety hazard; and

WHEREAS, the above described conditions constitute an emergency under applicable law and such emergency would not reasonably permit delays associated with a competitive solicitation for bids and the actions taken herein were necessary to respond to the emergency; and

WHEREAS, in order to safeguard the public health and safety, it was necessary to take immediate action to repair the supply line; and

WHEREAS, the City Council wishes to ratify action taken by staff and the City Manager to cause the supply line to be repaired and authorize payment for the emergency repair.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.

2. The City Council declares that the public interest and necessity demanded the immediate expenditure of public money to safeguard life, health or property, and hereby ratifies action taken by staff and the City Manager to cause the supply line to be repaired on an emergency basis to safeguard life, health or property in accordance with Public Contracts Code Sections 20168 and 22050 and without otherwise complying with bid requirements required by law.

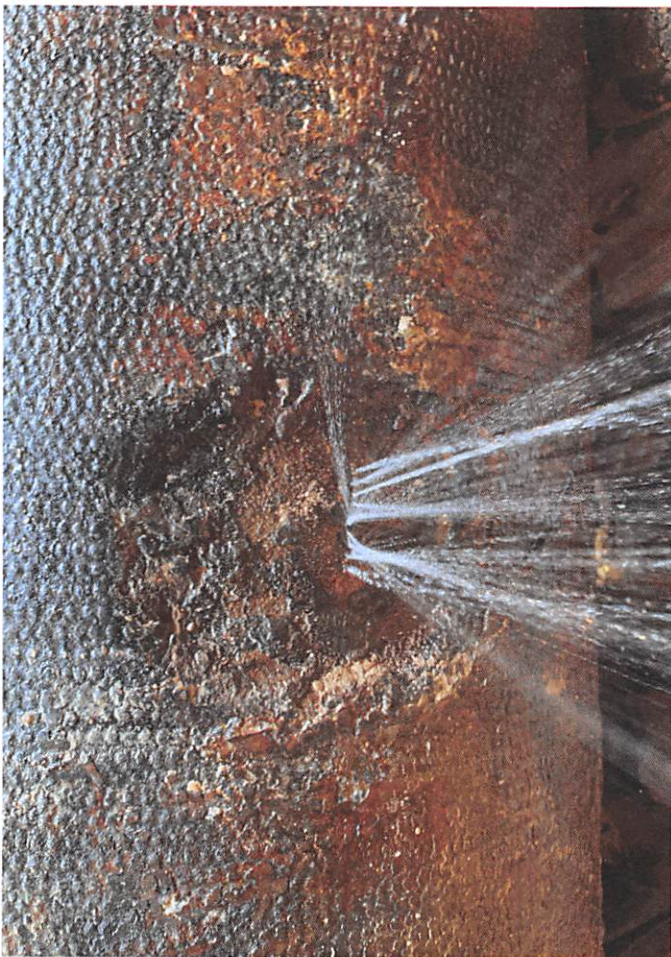
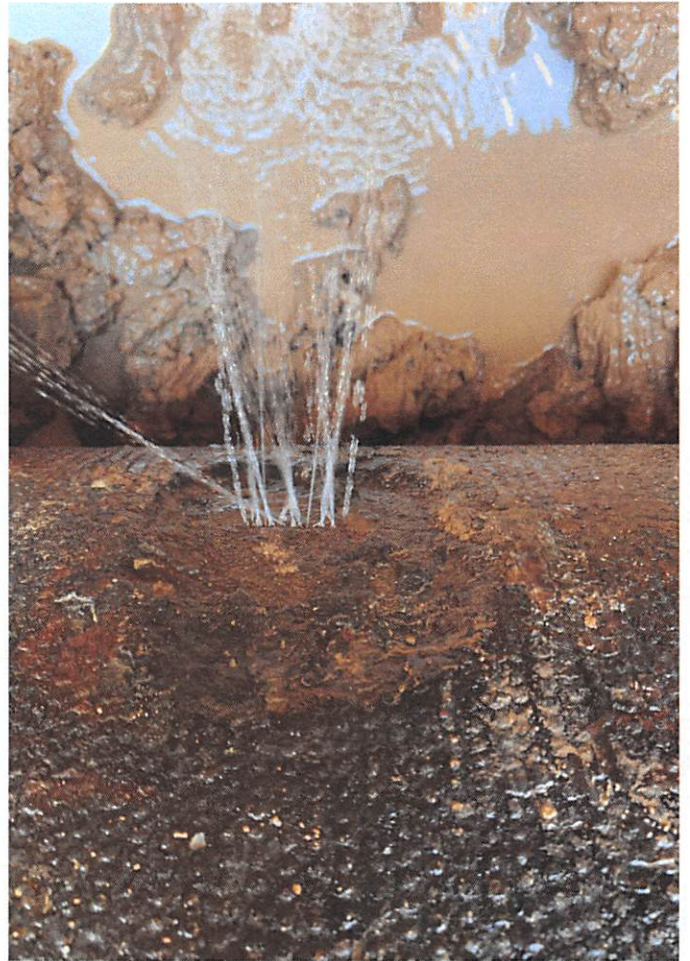
3. The City Council authorizes payment for repair of the supply line to A & R Construction in the sum of \$49,428.12.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council
this 6th day of April, 2022.

Geoff Dale, Mayor

ATTEST:

City Clerk





OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CONTRACT INVOICE

TO: City of Imperial
420 South Imperial Ave.
Imperial CA 92251

Invoice#: 2177
Invoice Date: 03/18/2022
Due Date: 04/17/2022
Phase# 0

Description	Amount
-------------	--------

JOB# 2022-20

JOB NAME: Water Tank Fill Line Repair

JOB LOCATION: Aten Storage Tank

JOB DESCRIPTION: Replace leaking 16 inch ductile iron pipe with new 16 inch C-905 for approximately 160 Ft. Make connections to existing C-905 and above ground tank piping with new fittings and thrust blocks.

Equipment:

Equipment Trucking In/Out 6 hrs @ \$110/hour	660.00
Backhoe 7 hrs @ \$135/hour	945.00
330 Excavator 17.5 hrs @ \$250/hour	4,375.00
938 Loader 1 hr @ \$165/hour	165.00
Service Truck 25.5 hrs @ \$65/hour	1,657.50

Labor:

Foreman 14.5 hrs @ \$100/hour	1,450.00
Labor 57.5 hrs @ \$90/hour	5,175.00

Non-Taxable Amount:	23,939.18
Taxable Amount:	23,655.63
Sales Tax:	1,833.31
Retention:	0.00
Amount Due:	49,428.12

Please Pay This Amount

\$49,428.12

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Please make check payable to Terry Robertson, Inc. dba: A&R Construction

Thank You for your prompt payment!

Contract Invoice

Continued...

Invoice # 2177

Page # 2 of 2

Description	Amount
Materials:	
Crusher Fines 100 Tons @ \$18	1,800.00
Concrete	648.88
Demo Haul Off	160.00
Pipe	14,317.56
Fittings and Hardware	9,338.07
Freight	694.78
15% Overhead & Profit	6,208.02



OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION:

Name of Claimant: Terry Robertson, Inc. dba: A&R Construction

Name of Customer: City of Imperial

Job Location: Water Tank Fill Line

Owner: City of Imperial

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn.

Maker of Check: City of Imperial

Amount of Check: 49,428.12

Check Payable To: Terry Robertson, Inc. dba: A&R Construction

EXCEPTIONS:

This document does not affect any of the following:

Disputed claims for extras in the amount of: _____

SIGNATURE:

Claimant's Signature: _____

Claimant's Title: Office Personnel

Date of Signature: _____

Melina Plunkett
03/18/22

Agenda Item No. 24

DATE SUBMITTED March 30, 2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED April 6, 2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WW UV System DISCUSSION/ACTION:

1. Discuss, Approve/Disapprove purchase of maintenance equipment parts for UV System at Waste Water Plant.

DEPARTMENT INVOLVED:
Public Services Waste Water

BACKGROUND/SUMMARY:

Requesting to purchase budgeted parts & items for semi-annual maintenance on UV system for Wastewater Plant.

FISCAL IMPACT: \$38,007.01 – Trojan Technologies Group

100% Maintenance Waste Water – GL: 55-520-5430

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approval

DEPT. INITIALS [Signature]

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REJECTED ☐

DEFERRED ☐

REFERRED TO:



A TROJAN TECHNOLOGIES BUSINESS

A division of Trojan Technologies Group ULC
3020 GORE ROAD
LONDON, ONTARIO, CANADA N5V 4T7
T 519.457.3400 F 519.457.3030 www.trojanuv.com

QUOTE

Original

QUOTE FOR: CITY OF IMPERIAL
420 S. IMPERIAL AVENUE
IMPERIAL, CA
92251-1637
UNITED STATES

SHIP TO: CITY OF IMPERIAL
ATTN Chris Kemp
701 East 14th St
IMPERIAL, CA
92251
UNITED STATES

FOR CUSTOMER SERVICE, CONTACT HEATHER CONINE
VOICE - 760-848-3289
FAX -
EMAIL - westernus@trojantechnologies.c

FORWARD AGENT:
CUSTOMER #: 090118
QUOTE #: 126997
QUOTE DATE: 03-18-2022
REFERENCE: PJ#511222
LOB: D97 AFTERMARKET

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
25.00	EA	794447-ORD LAMP, GA64T6HE ANGLE BASE Patent No. 8,167,654 and Canadian Patent No. 2,613,147	398.00	EA CAT	9950.00
50.00	EA	794447-OYW LAMP, GA64T6HE FLAT BASE	398.00	EA CAT	19900.00
2.00	EA	316136-004 SLEEVE, QTZ UV3+ 28x25x19504PK	540.50	EA CAT	1081.00
72.00	EA	327021 SEAL, WIPER UV3+	11.50	EA CAT	828.00
4.00	EA	316144P O-RING, SLEEVE SEAL UV3+	2.00	EA CAT	8.00
3.00	EA	917341-100 LAMP DRIVER KIT, SMD W/PLS EC	1011.00	EA CAT	3033.00
1.00	EA	FREIGHT	510.00	EA CAT	510.00



A TROJAN TECHNOLOGIES BUSINESS

A division of Trojan Technologies Group ULC
3020 GORE ROAD
LONDON, ONTARIO, CANADA N5V 4T7
T 519.457.3400 F 519.457.3030 www.trojanuv.com

QUOTE

Original

QUOTE FOR: CITY OF IMPERIAL
420 S. IMPERIAL AVENUE
IMPERIAL, CA
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SHIP TO: CITY OF IMPERIAL
ATTN Chris Kemp
701 East 14th St
IMPERIAL, CA
92251
UNITED STATES

FOR CUSTOMER SERVICE, CONTACT HEATHER CONINE
VOICE - 760-848-3289
FAX -
EMAIL - westernus@trojantechnologies.c

FORWARD AGENT:
CUSTOMER #: 090118
QUOTE #: 126997
QUOTE DATE: 03-18-2022
REFERENCE: PJ#511222
LOB: D97 AFTERMARKET

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
-----	------	------	-------	------	--------

FREIGHT

GOODS	COSTS	TOTAL TAX	TOTAL USD
34800.00	510.00	2697.01	38007.01

DELIVERY TERMS: NO URGENCY FOR DELIVERY

PAYMENT TERMS:

FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.

SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.

GST# R105405385

THIS QUOTE EXPIRES: 04-17-2022

**U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s
FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.**

SOLD:

SHIP:

DATE SUBMITTED

03/30/2022

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

DATE ACTION REQUIRED

04/06/2022ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()CITY CLERK'S INITIALS AB**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT:

DISCUSSION/ACTION: VICTORIA RANCH UNIT 3D FINAL MAP

1. AMMENDMENT OF FINAL MAP AND SUBDIVISION AGREEMENT FOR VICTORIA RANCH UNIT 3D
2. AUTHORIZE CITY CLERK TO RECORD FINAL MAP AND RELATED DOCUMENTS IN THE IMPERIAL COUNTY CLERK-RECORDER'S OFFICE.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

This Final Map and its Subdivision Agreement were previously approved by City Council on October 06, 2021 via Agenda Item No. E-2. Those documents reflected the then owners Chris Legakes & Elizabeth Legakes. See Attachment 1 for details.

Recently an updated version of said documents was received to be amended due to the new owner is VR3D, Inc./Tory Lessley.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

Staff recommends

1. Approval of an amendment for both, the Final Map and the Subdivision Agreement regarding Victoria Ranch Unit 3D.
2. Authorize City Clerk to record final maps and related documents in the Imperial County Clerk-Recorder's Office.

DEPT. INITIALS AM

MANAGER'S RECOMMENDATION:

approveCITY
MANAGER'S
INITIALS AM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

PAGE 1671, OF OFFICIAL RECORDS, (PLOTTED HEREON)

CITY OF IMPERIAL: EASEMENTS AS SHOWN AND/OR DEDICATED UPON THE VICTORIA RANCH SUBDIVISION - UNIT NO. 36, FILED IN BOOK 26, PAGE 47, OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, (PLOTTED HEREON)

[illegible]

PAGE 1671, OF OFFICIAL RECORDS, (PLOTTED HEREON)

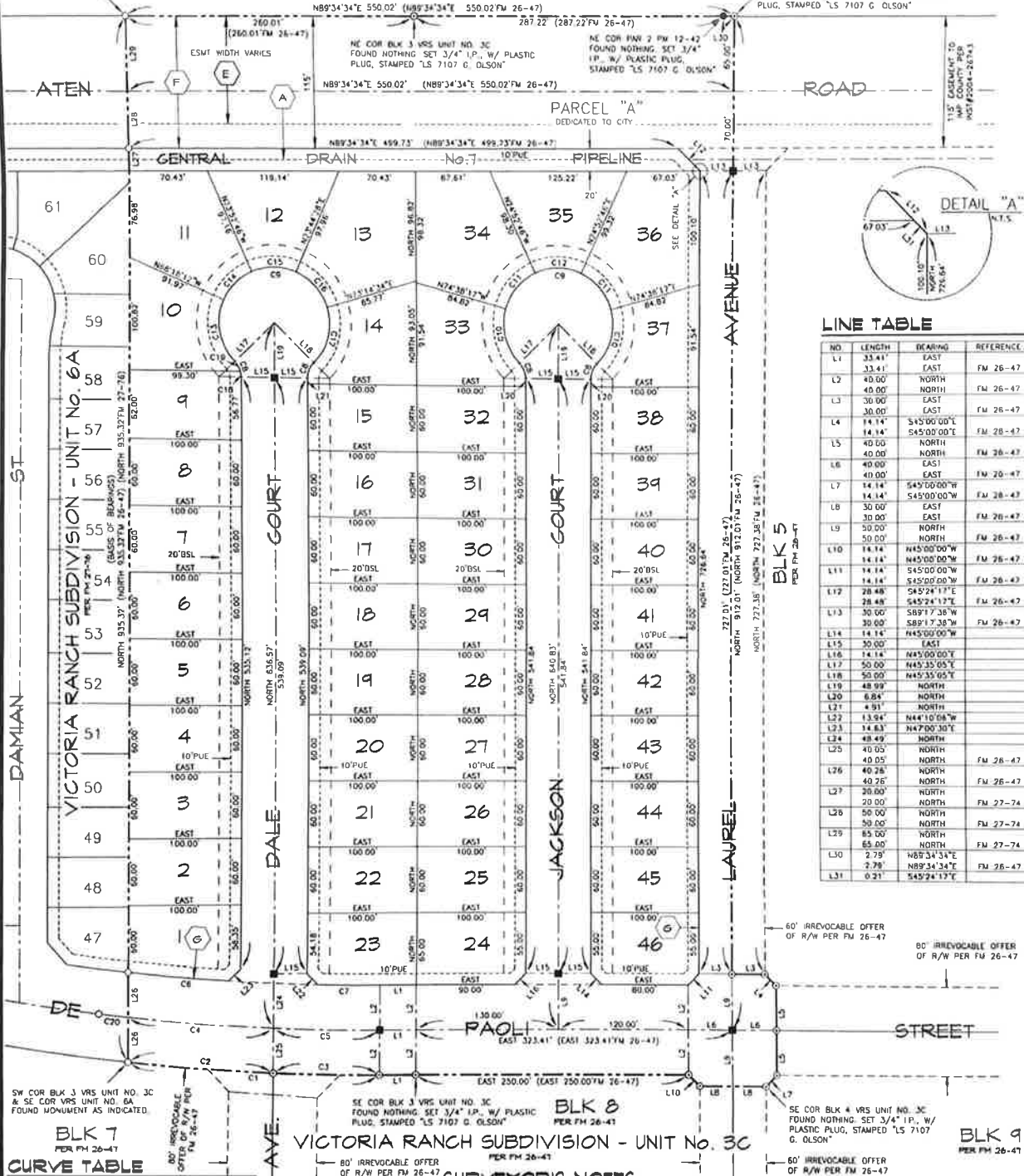
CITY OF IMPERIAL: EASEMENTS AS SHOWN AND/OR DEDICATED UPON THE VICTORIA RANCH SUBDIVISION - UNIT NO. 36, FILED IN BOOK 26, PAGE 47, OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, (PLOTTED HEREON)

VICTORIA RANCH SUBDIVISION - UNIT No. 3D

A RE-SUBDIVISION OF BLOCKS 3 AND 4 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C
IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

NW COR BLK 3 VRS UNIT NO. 3C
& NE COR VRS UNIT NO. 6A
FOUND MONUMENT AS INDICATED

NE COR BLK 4 VRS UNIT NO. 3C
FOUND NOTHING SET 3/4" I.P. W/ PLASTIC
PLUG, STAMPED "LS 7107 G. OLSON"



LINE TABLE

NO.	LENGTH	BEARING	REFERENCE
L1	33.41'	EAST	FM 26-47
L2	40.00'	NORTH	FM 26-47
L3	40.00'	NORTH	FM 26-47
L4	36.00'	EAST	FM 26-47
L5	14.14'	S45°00'00"E	FM 26-47
L6	40.00'	NORTH	FM 26-47
L7	40.00'	NORTH	FM 26-47
L8	40.00'	EAST	FM 26-47
L9	30.00'	EAST	FM 26-47
L10	50.00'	NORTH	FM 26-47
L11	14.14'	S45°00'00"W	FM 26-47
L12	14.14'	S45°00'00"W	FM 26-47
L13	28.48'	S45°24'17"E	FM 26-47
L14	30.00'	S89°17'38"W	FM 26-47
L15	30.00'	S45°24'17"E	FM 26-47
L16	14.14'	N45°00'00"W	FM 26-47
L17	14.14'	N45°00'00"W	FM 26-47
L18	50.00'	N45°35'05"E	FM 26-47
L19	48.98'	NORTH	FM 26-47
L20	6.84'	NORTH	FM 26-47
L21	9.91'	NORTH	FM 26-47
L22	13.94'	N44°10'08"W	FM 26-47
L23	14.63'	N47°00'30"E	FM 26-47
L24	48.49'	NORTH	FM 26-47
L25	40.05'	NORTH	FM 26-47
L26	40.25'	NORTH	FM 26-47
L27	20.00'	NORTH	FM 26-47
L28	20.00'	NORTH	FM 26-47
L29	50.00'	NORTH	FM 26-47
L30	65.00'	NORTH	FM 26-47
L31	2.79'	N89°34'34"E	FM 26-47
L32	0.21'	N89°34'34"E	FM 26-47

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	REFERENCE
C1	227.06'	7040.00'	6°22'38"	FM 26-47
C2	130.43'	2040.00'	3°29'48"	FM 26-47
C3	98.63'	2040.00'	2°42'50"	FM 26-47
C4	130.44'	2040.00'	3°44'13"	FM 26-47
C5	98.63'	2040.00'	2°46'08"	FM 26-47
C6	69.64'	1960.00'	2°37'18"	FM 26-47
C7	56.88'	1960.00'	1°30'37"	FM 26-47
C8	15.50'	20.00'	44°24'55"	FM 26-47
C9	234.60'	50.00'	268°49'50"	FM 26-47
C10	52.12'	50.00'	58°46'38"	FM 26-47
C11	43.42'	50.00'	49°45'31"	FM 26-47
C12	43.42'	50.00'	49°45'31"	FM 26-47
C13	59.44'	50.00'	68°06'43"	FM 26-47
C14	37.62'	50.00'	42°25'26"	FM 26-47
C15	41.56'	50.00'	47°37'14"	FM 26-47
C16	43.20'	50.00'	49°30'08"	FM 26-47
C17	53.36'	50.00'	61°10'21"	FM 26-47
C18	5.29'	20.00'	15°09'22"	FM 26-47
C19	10.31'	20.00'	39°15'33"	FM 26-47

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS "NORTH" WHICH IS THE BEARING OF THE EAST LINE OF VICTORIA RANCH SUBDIVISION UNIT 6-A PER FM 26-47.

VICTORIA RANCH SUBDIVISION - UNIT No. 3C

SURVEYOR'S NOTES:

- A 3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G. OLSON" WILL BE SET AT ALL LOT CORNERS, UNLESS SAID CORNERS ARE INDICATED AS MONUMENTED OTHERWISE WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCRETE OR PAVEMENT A LEAD & BRASS TAG STAMPED "LS 7107 G. OLSON" WILL BE PLACED INSTEAD OF THE MENTIONED IRON PIPE. ADDITIONALLY, CONCRETE CYLINDERS SHOWN HERE WILL LIKEWISE BE SET WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS.
- THE IRON CORNERS OF LOTS 11 THRU 12 ARE TO BE MONUMENTED WITH A 3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G. OLSON", ALONG THE SIDE YARD LOT LINES FOR EACH SAID LOT, AT AN OFFSET OF 1.00' OFFSET EASTERLY.
- THE INCIDENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERROR.
- REFER TO VICTORIA RANCH SPECIFIC PLAN & PLANNED UNIT DEVELOPMENT ORDINANCE FOR BUILDING FULL SET-BACK REQUIREMENTS.

LEGEND:

- SET 4" CONCRETE CYLINDER IN MONUMENT HELL BOX WITH BRASS TAG STAMPED "LS 7107 G. OLSON"
- FOUND 3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G. OLSON" PER VICTORIA RANCH SUBDIVISION - UNIT NO. 6A - FM 27-16 UNLESS NOTED OTHERWISE
- SET 3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G. OLSON"
- DID NOT FIND MONUMENT SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - FM 26-47. BELIEVE MONUMENTS DESTROYED BY FARMING OPERATIONS SET 3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G. OLSON"
- (FM) RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- (B) RECORDED EASEMENT PER SHEET
- L3 DATA PER LINE DATA TABLE
- C4 DATA PER CURVE TABLE TABLE

**SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY
(CITY OF IMPERIAL)**

(Government Code §§ 66462 and 66463)

(S1) Subdivision: Victoria Ranch Subdivision Unit 3D
(S2) Effective Date: April 6 , 2022
(S3) Completion Period: April 6, 2022– April 6, 2023

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

SUBDIVIDER

By: _____
Geoffrey Dale, Mayor

By: _____
VR3D, Inc, Tory Lessley

APPROVAL RECOMMENDED:

FORM APPROVED - CITY ATTORNEY:

By: _____
Othon Mora, Community Development Director

By: _____
Geoffrey P. Holbrook, City Attorney

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

.....

1. PARTIES, DATE AND LEGAL DESCRIPTION

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

2. IMPROVEMENTS

Subdivider agrees to construct, install, and complete certain improvements (both public and private), including but not limited to the following: road, drainage, signs, (including appurtenant equipment), water, sewer, and such other improvements as required by City ordinance or regulation, conditions of approval for the Subdivision, mitigation measures set forth in environmental documentation, engineer's estimates and as shown on improvement plans for this Subdivision as reviewed and on file with the City of Imperial, Public Services

Department (including future amendments thereto), (hereinafter "Work").

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

3. IMPROVEMENT SECURITY:

Upon executing this Agreement, the Subdivider shall, pursuant to Government Code § 66499, and the City Code, provide as security to the City a first lien ("First Lien") on the real property described in Exhibit A ("Property"), which Property is free and clear of all encumbrances and liens having priority over or on a parity with this First Lien, in the sum of two million, eight hundred two thousand, two hundred sixty-seven dollars and ninety-four cents (\$2,802,267.94), which represents the combined amount of the security described below:

- A. For Performance and Guarantee of the Work: Subdivider shall provide security in the sum of one million, four hundred one thousand, one hundred thirty-three dollars and ninety-seven cents (\$1,401,133.97), which represents the estimated cost of the Work.

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

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

- B. For Payment: Subdivider shall provide security in the sum of one million, four hundred one thousand, one hundred thirty-three dollars and ninety-seven cents (\$1,401,133.97), which represents one hundred percent (100%) of the estimated cost of the Work

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

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

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

4. GUARANTEE AND WARRANTY OF WORK

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

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

5. PLANT ESTABLISHMENT WORK

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

6. IMPROVEMENT PLAN WARRANTY

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

7. NO WAIVER BY CITY

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

8. INDEMNITY

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

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

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

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

9. COSTS

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

10. SURVEYS

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

11. NON-PERFORMANCE AND COSTS

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

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

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

12. RECORD MAP

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

13. MONUMENTATION SECURITY

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

14. ENGINEERING FEES

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

15. DATE OF COMPLETION

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

16. FEES

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

EXHIBIT "A"

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

PARCEL 1:

BLOCK 3 OF VICTORIA RANCH SUBDIVISION UNIT NO. 3C, IN THE CITY OF
IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA PER FINAL MAP 26-47.

PARCEL 2: BLOCK 4 OF VICTORIA RANCH SUBDIVISION UNIT NO. 3C, IN THE CITY
OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA PER FINAL MAP 26-47

ACKNOWLEDGMENT

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

State of California
County of Imperial)

On _____ before me, **Laura B. Gutierrez, Public Notary**
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment 1

Agenda Item No. E-2

DATE SUBMITTED 09/29/2021
SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
DATE ACTION REQUIRED 10/06/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH UNIT 3D FINAL MAP	
1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR VICTORIA RANCH UNIT 3D	
2. AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: Staff completed its review of the Final Map for Victoria Ranch Unit 3D and finds all items acceptable. The approved cost estimate for required off-site improvements for Unit 3D is \$1,401,133.97, which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of a First Lien position in specified real estate property and a personal guaranty, similar to those approved in other subdivisions. There is sufficient value in the property involved to secure the required amount.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>JS</u>
STAFF RECOMMENDATION: Staff recommends approval of the Final Map for Victoria Unit 3D.	DEPT. INITIALS <u>DM</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>DM</u>
MOTION:	
SECONDED:	APPROVED ()
AYES:	DISAPPROVED ()
NAYES:	REJECTED ()
ABSENT:	DEFERRED ()
REFERRED TO:	

**SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY
(CITY OF IMPERIAL)**

(Government Code §§ 66462 and 66463)

(S1) Subdivision: Victoria Ranch Subdivision Unit 3D
(S2) Effective Date: October 6, 2021
(S3) Completion Period: October 6, 2021 – October 6, 2022

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Karin Eugenio, Mayor

SUBDIVIDER

By: _____
Chris Legakes

By: _____
Elizabeth Legakes

APPROVAL RECOMMENDED:

By: _____
Othon Mora, Community Development Director

FORM APPROVED - CITY ATTORNEY:

By: _____
Geoffrey P. Holbrook, City Attorney

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

.....
1. PARTIES, DATE AND LEGAL DESCRIPTION

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

2. IMPROVEMENTS

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

plans for this Subdivision as reviewed and on file with the City of Imperial, Public Services Department (including future amendments thereto), (hereinafter "Work").

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

3. IMPROVEMENT SECURITY:

Upon executing this Agreement, the Subdivider shall, pursuant to Government Code § 66499, and the City Code, provide as security to the City a first lien ("First Lien") on the real property described in Exhibit A ("Property"), which Property is free and clear of all encumbrances and liens having priority over or on a parity with this First Lien, in the sum of two million, eight hundred two thousand, two hundred sixty-seven dollars and ninety-four cents (\$2,802,267.94), which represents the combined amount of the security described below:

- A. For Performance and Guarantee of the Work: Subdivider shall provide security in the sum of one million, four hundred one thousand, one hundred thirty-three dollars and ninety-seven cents (\$1,401,133.97), which represents the estimated cost of the Work.

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

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

- B. For Payment: Subdivider shall provide security in the sum of one million, four hundred one thousand, one hundred thirty-three dollars and ninety-seven cents (\$1,401,133.97), which represents one hundred percent (100%) of the estimated cost of the Work

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

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

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

4. GUARANTEE AND WARRANTY OF WORK

Subdivider guarantees that said Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council

accepts the Work as complete in accordance with Government Code § 66499.7. Subdivider agrees to correct, repair, or replace, at its expense, any defects in said Work.

5. PLANT ESTABLISHMENT WORK

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

6. IMPROVEMENT PLAN WARRANTY

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

7. NO WAIVER BY CITY

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

8. INDEMNITY

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

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

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor or any officer, agent, or employee of one or more of these.

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

9. COSTS

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

10. SURVEYS

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

11. NON-PERFORMANCE AND COSTS

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

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

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

12. RECORD MAP

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

13. MONUMENTATION SECURITY

Subdivider shall file or deposit with the City a monument bond or security as applicable in an

amount specified by the City Engineer pursuant to Government Code §§ 66496 and 66499.

14. ENGINEERING FEES

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

15. DATE OF COMPLETION

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

16. FEES

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

EXHIBIT "A"

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

PARCEL 1:

**BLOCK 3 OF VICTORIA RANCH SUBDIVISION UNIT NO. 3C, IN THE CITY OF
IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA PER FINAL MAP 26-47.**

**PARCEL 2: BLOCK 4 OF VICTORIA RANCH SUBDIVISION UNIT NO. 3C, IN THE CITY
OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA PER FINAL MAP 26-47**

ACKNOWLEDGMENT

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

State of California
County of Imperial)

On _____ before me, **Laura B. Gutierrez, Public Notary**
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

A.P.N: 044-220-096, 044-220-097

ABOVE SPACE FOR RECORDER'S USE ONLY

**GRANT OF AVIGATION EASEMENT
AND NOTICE OF AIRCRAFT ENVIRONMENTAL IMPACTS**

Chris Legakes (hereinafter referred to as "Grantor", hereby grants to the County of Imperial, State of California, (hereinafter referred to as "Grantee"), a perpetual easement on the following terms:

1. Description: The easement shall be an easement on, over, across, and upon all that certain real property situated in the City of Imperial, County of Imperial, State of California, described below and shown in Exhibit "A" and all the air space above said real property.

Parcel 1:

Block 3 of Victoria Ranch Subdivision Unit No. 3C, in the City of Imperial, State of California per Final Map 26-47

Parcel 2:

Block 4 of Victoria Ranch Subdivision Unit No. 3C, in the City of Imperial, State of California per Final Map 26-47

2. Benefit: The easement shall be appurtenant to and for the benefit of all of the real property comprising the Imperial County Airport ("Airport") and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors as constituting a part of the Airport.

3. Use and Purpose: The easement shall be used for the existence on, over, upon, and within the described easement of all noise, vibration, air currents, natural or artificial illumination, and such matter, emissions, activities, or other events that may occur or result directly or indirectly from the operations of the Airport, now and in the future, including, but in no way limited to, ground and flight operations of aircraft at, over, on, or about the Airport. The easement shall also be used for the passage and flight of aircraft; provided, however, this easement shall not affect such rights for the passage and flight of aircraft as such rights existed prior to the date of easement and as are now or may be provided or permitted by law.

4. Restrictions on Use of Land: Grantor will not use nor permit any use of the land above described above, or any of the air space above it at any height whatever, for any purpose which will interfere with the use, operation, maintenance, and further development of the airport, and, in addition, will not use nor permit any use of such land and of any structures thereon for purposes which will create or result in a hazard of flight, such as, but not limited to, those which will (a) produce electrical interference with radio or other electronic communications, (b) make it difficult for pilots to distinguish between airport lights

and other lights, (c) project glare into the eyes of pilots, (d) impair visibility in the vicinity of the Airport, or (e) otherwise endanger the landing, takeoff, and maneuvering of aircraft, or in any manner whatever adversely affect the accuracy of any devices or apparatus used in the operation of, or to promote, safe landings and takeoffs from the Airport.

Grantee shall, after thirty (30) days written notice to Grantor, have the right to come on the property herein described and correct the proper use, with right of passage over the land described in Exhibit "A" for those purposes.

5. Liability: All of such uses shall be without any liability of Grantee or of any other person or entitled to the benefits of this easement to Grantor, Grantor's heirs, assigns, or successors in interest to all or any part of the property or any interest therein, or to any other person or entity using or located on or in the area subject to the easement for damage to property or physical or emotional injury to persons, animals, or any other living thing the diminution in value of any personal or real property, discomfort or inconvenience of any type or kind to any person or thing, or interference with television, radio, or other types or kinds of electrical reception transmissions, or activities in the easement; and Grantor, for itself and on behalf of the Grantor's heirs, assigns, or successors in interest to all or any part of the property, or any interest therein and each person or entity using or located on or in the area subject to this easement, hereby releases and discharges Grantee and all persons and entities to the benefits of the easement for all claims, demands, actions, and causes of action of all types or kinds, known or unknown, existing or which might be created hereafter by statute or case decision arising out of any of the foregoing described injuries or damages resulting from the use of this easement by Grantee and any person or entity to the benefits of this easement.

6. Covenants Run With the Land: All rights, easements, releases, benefits, and estates granted hereunder shall be covenants running with the land described above, of which land Grantor will be the servient tenement, and Grantee and the beneficiaries of such rights, easements, releases, benefits, and estates shall be the dominant tenement.

7. Scope: This agreement and conveyance shall bind the parties hereto, their heirs, administrators, executors, successors, and assigns, and each and every one of them as though specifically named herein, and is joined in by Grantee by the acceptance and recording thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 17 day of August, 2021.

"GRANTOR"

Chris Legakes

Trustee of the Legakes Family Living Trust

By:

Chris Legakes

Chris Legakes

Print Name

OWNER

Title

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

(By Individual, Partnership or Corporation)

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

State of California

County of Imperial

On August 17 2021 before me, Shawna Yescas, Notary

(insert name of the officer)

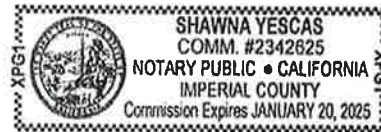
Public, Personally appeared Chris Legales

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

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

WITNESS my hand and official seal.

Signature



(Seal)

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

A.P.N: 044-220-096, 044-220-097

ABOVE SPACE FOR RECORDER'S USE ONLY

**GRANT OF AVIGATION EASEMENT
AND NOTICE OF AIRCRAFT ENVIRONMENTAL IMPACTS**

Elizabeth Legakes (hereinafter referred to as "Grantor", hereby grants to the County of Imperial, State of California, (hereinafter referred to as "Grantee"), a perpetual easement on the following terms:

1. **Description:** The easement shall be an easement on, over, across, and upon all that certain real property situated in the City of Imperial, County of Imperial, State of California, described below and shown in Exhibit "A" and all the air space above said real property.

Parcel 1:

Block 3 of Victoria Ranch Subdivision Unit No. 3C, in the City of Imperial, State of California per Final Map 26-47

Parcel 2:

Block 4 of Victoria Ranch Subdivision Unit No. 3C, in the City of Imperial, State of California per Final Map 26-47

2. **Benefit:** The easement shall be appurtenant to and for the benefit of all of the real property comprising the Imperial County Airport ("Airport") and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors as constituting a part of the Airport.

3. **Use and Purpose:** The easement shall be used for the existence on, over, upon, and within the described easement of all noise, vibration, air currents, natural or artificial illumination, and such matter, emissions, activities, or other events that may occur or result directly or indirectly from the operations of the Airport, now and in the future, including, but in no way limited to, ground and flight operations of aircraft at, over, on, or about the Airport. The easement shall also be used for the passage and flight of aircraft; provided, however, this easement shall not affect such rights for the passage and flight of aircraft as such rights existed prior to the date of easement and as are now or may be provided or permitted by law.

4. **Restrictions on Use of Land:** Grantor will not use nor permit any use of the land above described above, or any of the air space above it at any height whatever, for any purpose which will interfere with the use, operation, maintenance, and further development of the airport, and, in addition, will not use nor permit any use of such land and of any structures thereon for purposes which will create or result in a hazard of flight, such as, but not limited to, those which will (a) produce electrical interference with radio or other electronic communications, (b) make it difficult for pilots to distinguish between airport lights

and other lights, (c) project glare into the eyes of pilots, (d) impair visibility in the vicinity of the Airport, or (e) otherwise endanger the landing, takeoff, and maneuvering of aircraft, or in any manner whatever adversely affect the accuracy of any devices or apparatus used in the operation of, or to promote, safe landings and takeoffs from the Airport.

Grantee shall, after thirty (30) days written notice to Grantor, have the right to come on the property herein described and correct the proper use, with right of passage over the land described in Exhibit "A" for those purposes.

5. Liability: All of such uses shall be without any liability of Grantee or of any other person or entitled to the benefits of this easement to Grantor, Grantor's heirs, assigns, or successors in interest to all or any part of the property or any interest therein, or to any other person or entity using or located on or in the area subject to the easement for damage to property or physical or emotional injury to persons, animals, or any other living thing the diminution in value of any personal or real property, discomfort or inconvenience of any type or kind to any person or thing, or interference with television, radio, or other types or kinds of electrical reception transmissions, or activities in the easement; and Grantor, for itself and on behalf of the Grantor's heirs, assigns, or successors in interest to all or any part of the property, or any interest therein and each person or entity using or located on or in the area subject to this easement, hereby releases and discharges Grantee and all persons and entities to the benefits of the easement for all claims, demands, actions, and causes of action of all types or kinds, known or unknown, existing or which might be created hereafter by statute or case decision arising out of any of the foregoing described injuries or damages resulting from the use of this easement by Grantee and any person or entity to the benefits of this easement.

6. Covenants Run With the Land: All rights, easements, releases, benefits, and estates granted hereunder shall be covenants running with the land described above, of which land Grantor will be the servient tenement, and Grantee and the beneficiaries of such rights, easements, releases, benefits, and estates shall be the dominant tenement.

7. Scope: This agreement and conveyance shall bind the parties hereto, their heirs, administrators, executors, successors, and assigns, and each and every one of them as though specifically named herein, and is joined in by Grantee by the acceptance and recording thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 17 day of August, 2021.

"GRANTOR"

Elizabeth Legakes

Trustee of the Legakes Family Living Trust

By: Elizabeth Legakes
Elizabeth Legakes
Print Name

owner
Title

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

(By Individual, Partnership or Corporation)

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

State of California

County of Imperial

On August 17 2021 before me, Shawna Yescas, Notary

(insert name of the officer)

Public, Personally appeared Elizabeth Yescas

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

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

WITNESS my hand and official seal.



Signature

A handwritten signature in blue ink, appearing to be "Elizabeth Yescas", written over a horizontal line.

(Seal)



CLTA SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO
AND MADE A PART OF THIS GUARANTEE,

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the Assured by reason of
any incorrectness in the Assurances set forth in Schedule A.

Cathy L. Maxwell
Authorized Countersignature
Stewart Title of California, Inc.
11870 Pierce Street, Ste 100
Riverside, CA 92505
Agent ID: 05060A



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
David Hisey
Secretary

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File No: 1212712-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1857

Page 1 of 7

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in

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File No: 1212712-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1857

Page 2 of 7

Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that

were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability

is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) **Choice of Law:** The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**CLTA FORM NO. 14 SUBDIVISION GUARANTEE
SCHEDULE A**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

File No.: 1212712-2

Customer Reference:

Guarantee No.: G-2910-1857

Amount of Liability: \$1,000.00

Date of Guarantee: June 30, 2021 at 7:30AM

Fee: \$400.00

1. Name of Assured:

Chris Legakes and Elizabeth Legakes, Trustee

2. Subdivision Map Reference:

Victoria Ranch Subdivision – Unit No. 3D

3. The map referred to above recites that it is a subdivision of the following described Land:

See Exhibit "A" Attached Hereto

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Owner: Chris Legakes and Elizabeth Legakes, Trustee

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File No: 1212712-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1857

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**CLTA FORM NO. 14 SUBDIVISION GUARANTEE
EXHIBIT "A"
LEGAL DESCRIPTION**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

File No.: 1212712-2

Guarantee No.: G-2910-1857

The Map hereinbefore referred to is a subdivisoin of land described as follows:

Parcel 1:

Block 3 of Victoria Ranch Subdivision Unit No. 3C, in the City of Imperial, County of Imperial, State of California per Final Map 26-47.

Parcel 2:

Block 4 of Victoria Ranch Subdivision Unit No. 3C, in the City of Imperial, County of Imperial, State of California per Final Map 26-47.

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File No: 1212712-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1857

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LC ENGINEERING CONSULTANTS INC.
CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES

**CITY OF IMPERIAL
VICTORIA RANCH SUBDIVISION UNIT 3D
ENGINEER'S COST ESTIMATE
FOR ON-SITE IMPROVEMENTS**

Date: August 2, 2021

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>Water</u>				
12" DIA. PVC PIPE	L.F.	740.00	\$35.00	\$25,900.00
8" DIA. PVC PIPE	L.F.	1,305.00	\$26.00	\$33,930.00
12" X 12" CROSS	EA.	1	\$2,000.00	\$2,000.00
12" X 8" TEE	EA.	2	\$1,500.00	\$3,000.00
12" WATER VALVE	EA.	8	\$3,200.00	\$25,600.00
8" WATER VALVE	EA.	2	\$2,040.00	\$4,080.00
6" FIRE HYDRANT ASSEMBLY	EA.	6	\$5,500.00	\$33,000.00
2" AIR VACUUM RELEASE ASSEMBLY	EA.	1	\$1,250.00	\$1,250.00
CONNECTION TO EXISTING 12" WATER LINE	EA.	1	\$1,600.00	\$1,600.00
WATER SERVICE	EA.	46	\$700.00	\$32,200.00
				\$162,560.00
<u>Sewer</u>				
12" DIA. PVC SDR 35 PIPE	L.F.	125	\$30.00	\$3,750.00
8" DIA. PVC SDR 35 PIPE	L.F.	1871	\$28.00	\$52,388.00
4" DIA. SEWER SERVICE	EA.	46	\$700.00	\$32,200.00
SEWER MANHOLE	EA.	7	\$5,500.00	\$38,500.00
CONNECTION TO EXISTING 12" SEWER LINE	EA.	1	\$1,000.00	\$1,000.00
				\$127,838.00
<u>Storm Drain</u>				
42" DIA. PVC STORM DRAIN	L.F.	114	\$120.00	\$13,680.00
36" DIA. PVC STORM DRAIN	L.F.	385	\$105.00	\$40,425.00
30" DIA. PVC STORM DRAIN	L.F.	35	\$85.00	\$2,975.00
24" DIA. PVC STORM DRAIN	L.F.	102	\$75.00	\$7,650.00
18" DIA. PVC STORM DRAIN	L.F.	60	\$45.00	\$2,700.00
SD MANHOLE	EA.	1	\$5,500.00	\$5,500.00
SD JUNCTION BOX	EA.	2	\$6,930.00	\$13,860.00
SD CATCH BASIN	EA.	2	\$4,800.00	\$9,600.00
CONNECTION TO EXISTING 42" SD LINE	EA.	1	\$1,000.00	\$1,000.00
				\$97,390.00
<u>Curb & Sidewalk</u>				
6" CURB & GUTTER	L.F.	5261	\$12.00	\$63,132.00
DRIVEWAY ACCESS	SQ.FT.	11868	\$8.00	\$94,944.00
HANDICAP CURB RETURNS	SQ.FT.	1310	\$5.00	\$6,550.00
SIDEWALK	SQ.FT.	10421	\$5.00	\$52,105.00
CROSS GUTTER	SQ.FT.	3840	\$12.00	\$46,080.00
				\$262,811.00

Electrical

STREET LIGHTS	EA	6	\$5,000.00	\$30,000.00
UNDERGROUND ELECTRIC	EA	46	\$1,750.00	\$80,500.00
				<u>\$110,500.00</u>

Earthwork

CUT	CYD	15700	\$2.00	\$31,400.00
FILL	CYD	17831	\$2.25	\$40,119.75
IMPORT	CYD	8181	\$2.50	\$20,452.50
				<u>\$91,972.25</u>

A.C. Pavement

4" AC/14" CL II BASE/12" SUBGRADE	SF	35076	\$3.75	\$131,535.00
3" AC/11.5" CL II BASE/12" SUBGRADE	SF	80311	\$2.90	\$232,901.90
				<u>\$364,436.90</u>

Miscellaneous

MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	4	\$375.00	\$1,500.00
INSTALL STREET NAME SIGN	EA	4	\$375.00	\$1,500.00
STREET STRIPING	L.S.	1	\$4,000.00	\$4,000.00
WOOD BARRICADE	EA	3	\$3,750.00	\$11,250.00
STAKING	L.S.	1	\$20,000.00	\$20,000.00
SOIL TESTING	L.S.	1	\$8,000.00	\$8,000.00
				<u>\$66,250.00</u>

SUB-TOTAL	\$1,273,758.15
10% Contingency	<u>127,375.82</u>
TOTAL	\$1,401,133.97

**NOTES:**

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

www.lcec-inc.com
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1065 State Street
El Centro CA 92243

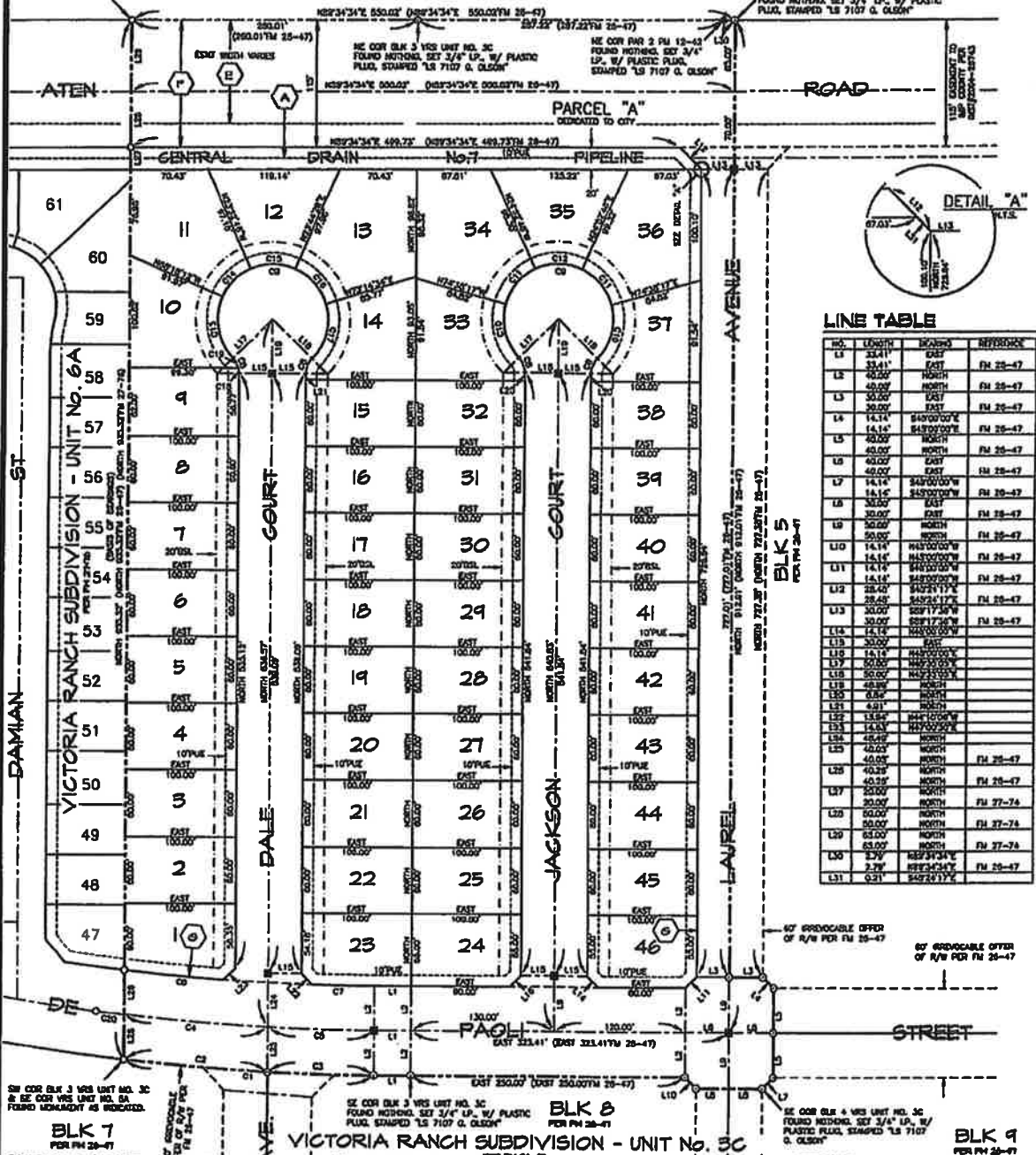
info@lcec-inc.com
fax 760.352.6408

VICTORIA RANCH SUBDIVISION - UNIT No. 3D

A RE-SUBDIVISION OF BLOCKS 3 AND 4 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C
IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

NE COR BLK 3 VRS UNIT NO. 3C
FOUND MONUMENT SET 3/4" I.P., W/ PLASTIC
PLUG, STAMPED "LS 7107 Q. OLSON"

NE COR BLK 4 VRS UNIT NO. 3C
FOUND MONUMENT SET 3/4" I.P., W/ PLASTIC
PLUG, STAMPED "LS 7107 Q. OLSON"



LINE TABLE

LINE	LENGTH	BEARING	REFERENCE
L1	33.41'	EAST	FM 25-47
L2	40.00'	NORTH	FM 25-47
L3	30.00'	EAST	FM 25-47
L4	20.00'	EAST	FM 25-47
L5	14.14'	S45°00'00"E	FM 25-47
L6	40.00'	NORTH	FM 25-47
L7	40.00'	EAST	FM 25-47
L8	40.00'	EAST	FM 25-47
L9	40.00'	EAST	FM 25-47
L10	40.00'	EAST	FM 25-47
L11	40.00'	EAST	FM 25-47
L12	40.00'	EAST	FM 25-47
L13	40.00'	EAST	FM 25-47
L14	40.00'	EAST	FM 25-47
L15	40.00'	EAST	FM 25-47
L16	40.00'	EAST	FM 25-47
L17	40.00'	EAST	FM 25-47
L18	40.00'	EAST	FM 25-47
L19	40.00'	EAST	FM 25-47
L20	40.00'	EAST	FM 25-47
L21	40.00'	EAST	FM 25-47
L22	40.00'	EAST	FM 25-47
L23	40.00'	EAST	FM 25-47
L24	40.00'	EAST	FM 25-47
L25	40.00'	EAST	FM 25-47
L26	40.00'	EAST	FM 25-47
L27	40.00'	EAST	FM 25-47
L28	40.00'	EAST	FM 25-47
L29	40.00'	EAST	FM 25-47
L30	40.00'	EAST	FM 25-47
L31	40.00'	EAST	FM 25-47

CURVE TABLE

NO.	LENGTH	BEARING	REFERENCE
C1	227.06'	S24°00'00"E	FM 25-47
C2	130.43'	S24°00'00"E	FM 25-47
C3	130.43'	S24°00'00"E	FM 25-47
C4	130.43'	S24°00'00"E	FM 25-47
C5	130.43'	S24°00'00"E	FM 25-47
C6	130.43'	S24°00'00"E	FM 25-47
C7	130.43'	S24°00'00"E	FM 25-47
C8	130.43'	S24°00'00"E	FM 25-47
C9	130.43'	S24°00'00"E	FM 25-47
C10	130.43'	S24°00'00"E	FM 25-47
C11	130.43'	S24°00'00"E	FM 25-47
C12	130.43'	S24°00'00"E	FM 25-47
C13	130.43'	S24°00'00"E	FM 25-47
C14	130.43'	S24°00'00"E	FM 25-47
C15	130.43'	S24°00'00"E	FM 25-47
C16	130.43'	S24°00'00"E	FM 25-47
C17	130.43'	S24°00'00"E	FM 25-47
C18	130.43'	S24°00'00"E	FM 25-47
C19	130.43'	S24°00'00"E	FM 25-47
C20	130.43'	S24°00'00"E	FM 25-47

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS "NORTH" WHICH IS THE BEARING OF THE EAST LINE OF VICTORIA RANCH SUBDIVISION UNIT 6-A PER FM 25-47.

SURVEYOR'S NOTES:

- A 5/8" I.P. IRON PEG, STAMPED "LS 7107 Q. OLSON" WILL BE SET AT ALL LOT CORNERS, UNLESS SAID CORNERS ARE DESIGNATED AS INDICATED OTHERWISE, WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN, INSIDE OF OR ON A ROAD OR HIGHWAY, A LEAD & GRADE TAG STAMPED "LS 7107 Q. OLSON" WILL BE PLACED AT THE POINT OF THE ROAD OR HIGHWAY. ADDITIONALLY, CONCRETE CYLINDERS SHOWN HERE WILL BE SET WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS.
 - THE IRON CORNERS OF LOTS 1 THRU 12 AND 14 THRU 16 WILL BE SET WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS. THE 5/8" I.P. IRON PEG, STAMPED "LS 7107 Q. OLSON", ALONG THE SIDE YARD LOT LINES FOR EACH SAID LOT, AT AN OFFSET OF 10'00" EASTWARD.
 - THE INCIDENTAL DISTANCES SHOWN ON THIS MAP MAY NOT BE SET TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERROR.
 - REFER TO VICTORIA RANCH SPECIFIC PLAN & PLANNED UNIT DEVELOPMENT ORDINANCE FOR CELESTIAL FULL SET-BACK REQUIREMENTS.
- LEGEND:**
- SET 4" CONCRETE CYLINDER, IN MONUMENT HELL BOX, WITH BRASS TAG STAMPED "LS 7107 Q. OLSON".
 - FOUND 5/8" I.P. IRON PEG, STAMPED "LS 7107 Q. OLSON" PER VICTORIA RANCH SUBDIVISION - UNIT NO. 6A - FM 25-47 UNLESS NOTED OTHERWISE.
 - SET 3/4" I.P. IRON PEG, STAMPED "LS 7107 Q. OLSON".
 - DID NOT FIND MONUMENT SET FOR VICTORIA RANCH SUBDIVISION - UNIT NO. 6C - FM 25-47. BELIEVE MONUMENTS DESTROYED BY PARKING OPERATIONS. SET 5/8" I.P. IRON PEG, STAMPED "LS 7107 Q. OLSON".
 - FM RECORD DATA FOR FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED.
 - RECORDING BASEMENT FOR SHEET 1
 - SUBDIVISION BOUNDARY
 - L2 DATA FOR LINE TABLE
 - C4 DATA FOR CURVE TABLE



1. Overview

Remote access to our corporate networks is essential to maintain our team's productivity, but in many cases, this remote access originates from networks that may already be compromised or are at a significantly lower security posture than our corporate networks. While these remote networks are beyond the control of the City of Imperial's policy, we must mitigate these external risks to the best of our ability.

2. Purpose

The purpose of this policy is to define rules and requirements for connecting to the City of Imperial's networks which include but are not limited to Enterprise, Wastewater, and Water treatment networks from any host. These rules and requirements are designed to minimize the potential exposure to the City of Imperial from damages which may result from unauthorized use of the City of Imperial resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical City of Imperial internal systems, and fines or other financial liabilities incurred as a result of those losses.

3. Scope

This policy applies to all City of Imperial employees, contractors, vendors, and agents with a City of Imperial-owned or personally-owned computer or workstation used to connect to the City of Imperial networks. This policy applies to remote access connections used to do work on behalf of the City of Imperial, including reading or sending email and viewing intranet web resources. This policy covers any and all technical implementations of remote access used to connect to City of Imperial networks.

4. Policy

It is the responsibility of the City of Imperial employees, contractors, vendors, and agents with remote access privileges to the City of Imperial's corporate networks to ensure that their remote access connection is given the same consideration as the user's on-site connection to the City of Imperial.

Access to the City of Imperial networks is strictly limited to the City of Imperial employees, contractors, vendors, and agents (hereafter referred to as "Authorized Users"). When accessing the City of Imperial networks from a personal computer, Authorized Users are responsible for preventing access to any City of Imperial computer resources or data by non-Authorized Users. Performance of illegal activities through the City of Imperial networks by any user (Authorized User or otherwise) is prohibited. The Authorized User bears responsibility for and consequences of misuse of the Authorized User's access. For further information and definitions, see the *Acceptable Use Policy*.

Authorized Users will not use City of Imperial networks to access the Internet for outside business interests.



Remote Access Policy

Department of Information Technology

4.1 Requirements

- 4.1.1 Secure remote access must be strictly controlled with encryption (i.e., Virtual Private Networks (VPNs)) and strong pass-phrases.
- 4.1.2 Authorized Users shall protect their login and password, even from family members.
- 4.1.3 While using a City-owned computer to remotely connect to the City of Imperial's corporate networks, Authorized Users shall ensure the remote host is not connected to any other network at the same time, except for personal networks that are under their complete control or under the complete control of an Authorized User or Third Party.
- 4.1.4 Use of external resources to conduct City of Imperial business must be approved in advance by the Department of Information Technology (DoIT) and the appropriate business unit manager.
- 4.1.5 All hosts that are connected to the City of Imperial's internal networks via remote access technologies must use the most up-to-date anti-virus software, this includes personal computers.
- 4.1.6 Authorized users should only remotely connect to the City of Imperial's corporate networks during business hours and with an operator request unless special authorization is granted by the DoIT.
- 4.1.7 All remote access tools or systems that allow communication to the City of Imperial's resources from the Internet or external partner systems must require multi-factor authentication. Examples include authentication tokens and smart cards that require an additional PIN or password.
- 4.1.8 Only DoIT approved and configured remote access tools may be used. Connection to the City of Imperial networks will be limited to 7 days, and if more time is needed, it will have to be approved by the DoIT.
- 4.1.9 VPN users will be automatically disconnected from the City of Imperial's networks after fifteen minutes of inactivity. The user must then log on again to reconnect to the network. Pings or other artificial network processes must not be used to keep the connection open.
- 4.1.10 By using VPN technology with personal equipment, users must understand that their machines are an extension of the City of Imperial's networks, and as such are subject to the same rules and regulations that apply to the City of Imperial-owned equipment, i.e. their machines must be configured to comply with the City of Imperial's security policies.



Remote Access Policy

Department of Information Technology

5. Policy Compliance

5.1 Compliance Measurement

The DoIT will verify compliance to this policy through various methods, including but not limited to, periodic walk-throughs, video monitoring, business tool reports, internal and external audits, and inspection, and will provide feedback to the policy owner and appropriate business unit manager.

5.2 Exceptions

Any exception to the policy must be approved by the DoIT in advance.

5.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

ACKNOWLEDGMENT

If you have additional questions about this policy, please contact Human Resources and/or DoIT before signing the following agreement.

I have read the City of Imperial's Cybersecurity Incident Response Plan and agree to abide by it. I understand that violation of any of the above policies may result in discipline, up to and including termination.

User Name (Printed)

User Signature

Date



1. Overview

The City of Imperial collectively operate, monitor, and maintain a Public Safety Camera System (PSCS) for the purpose of creating a safer environment for all those who live, work, and visit the City. The City of Imperial operation of a PSCS complements its anti-crime strategy to effectively allocate and deploy personnel, and to enhance public safety and security in public areas.

2. Purpose and Scope

This policy explains the purpose of the cameras and includes operational procedures for their operation, for the storage of captured images by the City, and transmittal of captured images to law enforcement or other public agency for evidentiary purposes.

While it is recognized that video surveillance will not prevent all incidents, its potential deterrent effect, and resources as a means of identifying and prosecuting offenders is considered valuable.

Video monitoring in public places will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

3. Policy

3.1 Placement and Monitoring

These high definition cameras will be placed in strategic locations (interior and exterior public locations) throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.

The City Manager or the authorized designee shall approve all proposed locations for the use of video monitoring technology and should consult with and be guided by legal counsel as necessary in making such determinations.

Contributing factors shall be taken into consideration including but not limited to lighting, alignment of buildings, existing vegetation, or other obstructions when selecting camera placement.

3.2 Operational Procedures

Only the DoIT (Department of Information Technology)-approved video monitoring equipment shall be utilized. The Imperial Police, DoIT, and vendors as approved by the City Manager and



Public Safety Camera System

Department of Information Technology

DoIT, shall be authorized to view video monitoring equipment, and shall only examine public areas and activities where no reasonable expectation of privacy exists.

3.3 Specific Policies

- A. The City of Imperial shall comply with all Federal and California State law applicable to the use of closed-circuit television (CCTV) cameras in public places.
- B. The technology will not be used to replace current policing techniques.
- C. Under no circumstances shall the PSCS be used for the purpose of infringing upon First Amendment and/or Fourth Amendment rights.
- D. Operators of the PSCS shall not target/observe individuals based solely on their race, gender, ethnicity, sexual orientation, disability or other classifications protected by law.
- E. The City of Imperial shall not use audio in conjunction with the PSCS unless appropriate court orders and/or warrants are obtained.
- F. When a residential property is clearly, and knowingly in alignment with the PSCS's line of sight, black-out masking technology will be applied for privacy reasons to eliminate potential unintended intrusions.
- G. When property of a neighboring city or unincorporated area of the county is in alignment with the PSCS's line of sight, black-out technology will be applied, unless the neighboring city or county, as applicable, agrees to allow use of the cameras on their property.
- H. When a business property is clearly, and knowingly in alignment with the PSCS's line of sight, a written request may be submitted by the business to the City Manager's Office to apply black-out masking technology for privacy reasons to eliminate potential unintended intrusions.

3.4 Recording and Use

The cameras shall only record images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity of high-value or high-threat areas. The PSCS may be useful for the following purposes:

- A. To deter and identify criminal activity.
- B. To target identified areas of gang and narcotics complaints or activity.



Public Safety Camera System

Department of Information Technology

- C. To respond to incidents.
- D. To assist in identifying, apprehending, and prosecuting offenders.
- E. To document officer and offender conduct during interactions to safeguard the rights of the public and officers.
- F. To augment resources in a cost-effective manner.
- G. To monitor pedestrian and vehicle traffic activity.

Images from each camera shall be recorded in a manner consistent with the underlying purpose of the particular camera. Images shall be transmitted to monitors installed in a location approved by the City Manager or authorized designee. When activity warranting further investigation is reported or detected at any camera location, the available information shall be provided or made available to responding officers in a timely manner.

The City Manager or authorized designee may approve video feeds from the PSCS to be viewed by police, emergency management, public safety, or traffic management. Viewing by other staff or outside agencies will require authorization, including supervision by city staff. Unauthorized recording, viewing, reproduction, dissemination, or retention is prohibited.

3.5 Camera Notification and Public Outreach

It is the City's commitment to provide ample notification and public outreach with the PSCS. Signs will be placed in order to notify the public that a public safety camera system will be monitoring driving and pedestrian activities in public places. A map of all locations with cameras will be posted on the city website. Additionally, the City will provide regular updates and receive input from the public on the PSCS.

3.6 Integration with Other Technology

The Police Department and/or City of Imperial may decide to integrate its PSCS with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, facial recognition, audio, and other video-based analytical systems may be considered based upon availability and the nature of Police Department strategy.

3.7 Video Supervision



The authorized designee shall oversee video monitoring access and usage to ensure members are within the City of Imperial and/or contract public safety personnel policy and applicable laws. The City Manager or authorized designee shall ensure such use and access is appropriately documented.

3.8 Video Log

A log shall be maintained at the designated video monitoring center. The log shall be used to document City personnel (Imperial Police, DoIT, and vendors as approved by the City Manager) viewing or monitoring images provided by the PSCS. The logs at a minimum should record the:

- A. Date and time access was given.
- B. Name and agency of the person being provided access to the images.
- C. Name of person authorizing access.
- D. Identifiable portion of images viewed.

The log shall record a request for, and shall record the transmittal of, any images to law enforcement or other public agency requested or required for evidentiary purposes. "For evidentiary purposes" or "for evidence" means for the purpose(s) of an official investigation, claim, or other legal proceeding, either criminal or civil, conducted by a law enforcement or other public agency with authority for such purpose, including in response to a warrant, subpoena, or a court order.

3.9 Storage and Retention of Media

All captured images that are downloaded to media shall be stored on a dedicated server in a secured area at a City of Imperial facility with access restricted to authorized persons. A recording of images downloaded to media that is requested or required for evidentiary purposes shall be copied to a suitable medium and documented in the official log (above). The recording needed for evidentiary purposes shall be transmitted to law enforcement or other public agency and should be safely secured in accordance with that law enforcement or other public agency's official policies and procedures for the retention of evidence.

All actions taken by City personnel with respect to retention of media shall be appropriately documented. A checks and balance has been established where the recordings have limited built in authorizations for deletion of material at the Manager and Director level.

Documentation of a reason for deletion is required in writing and is submitted from Supervisor level to the Manager, Director and City Manager level for authorization.



The type of video monitoring technology employed and the manner in which recordings are used and stored by the City may affect retention periods. The recordings shall be stored and retained by the City at City facilities in accordance with the established records retention schedule for a minimum of one year, or such longer period as may be established by state law. Prior to destruction, written consent shall be obtained as in the ordinary course for destruction of City documents or records, before images that are downloaded to media stored on a dedicated server in a secured area at a City facility will be deleted or destroyed. If the City has stored images that are recordings for evidentiary purposes in any claim filed or any pending criminal or civil proceeding, they will be preserved until pending litigation is resolved (Government Code§ 34090.6).

3.9 Evidentiary Integrity

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

3.10 Release of Video Images

All recorded video images gathered by the PSCS are for the official use of the City of Imperial and its authorized agencies.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for City public records consistent with the California Public Records Act (Government Code§ 6250 et seq.).

3.11 Training

All staff members authorized to operate or access PSCS shall receive appropriate training on an annual basis. Training shall include guidance on the use of cameras, and a review regarding relevant policies and procedures, including this policy. Training shall also address state and federal law related to the use of video monitoring equipment and privacy.

3.12 Video Monitoring Audit



Public Safety Camera System

Department of Information Technology

The City Manager or other authorized designee will conduct an annual review of the PSCS. The review shall include:

- A. Analysis of the cost, benefit and effectiveness of the system.
- B. Any public safety issues that were effectively addressed.
- C. Any significant prosecutions that resulted.
- D. Any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.
- E. Retention of Longitudinal Data to be able to evaluate trends, costs, apprehensions, on a long-term basis.

The results of each review shall be appropriately documented and maintained by the City Manager or authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly and reasonably addressed.

4. Policy Compliance

4.1 Compliance Measurement

The DoIT team will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

4.2 Exceptions

Any exception to the policy must be approved by the DoIT and City Manager's Office in advance.

4.3 Non-Compliance

An employee found to have violated this policy after having been provided a copy of this policy may be subject to disciplinary action, up to and including termination of employment.



Public Safety Camera System

Department of Information Technology

ACKNOWLEDGMENT

If you have additional questions about this policy, please contact Human Resources and/or DoIT before signing the following agreement.

I have read the City of Imperial's Public Safety Camera System and agree to abide by it. I understand that violation of any of the above policies may result in discipline, up to and including termination.

User Name (Printed)

User Signature

Date

DATE SUBMITTED 03/30/2022
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 04/06/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:
 MORNING STAR SUBDIVISION/HERITAGE @ DAHLIA RANCH, LLC
 1. AUTHORIZATION TO SIGN THE ENCROACHMENT PERMIT APPLICATION NO. A-2021-0053 TO IID FOR THE INSTALLATION OF A NEW DISCHARGE INLET CONNECTION TO NEW SIDE DRAIN.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

For the proper discharge of storm water from the retention basin of Morning Star Subdivision No. 1 Unit No. 1 (as recorded on FM 28/04) to the IID's New Side Drain, a new maintenance access discharge inlet connection should be constructed per IID DWG. NO. 12F-6265 at approximately 68' to the East of LaBrucherie Road as illustrated on Attachments 2 & 3.

The developer (Heritage at Dahlia Ranch, LLC/Russell Roben) has been notified by IID the following:

1. IID will accept said storm drain discharge inlet connection via an IID encroachment permit.
2. The City will take over the ownership and O&M (Operations & Maintenance) of the storm drain discharge inlet connection after its construction.
3. The City will need to also sign the Encroachment Permit Application No. A-2021-0053 as owner of the storm drain discharge inlet connection. See Attachment 1 for details.

Morning Star Subdivision No. 1 Unit No. 1 is currently under construction with approximately 40% of the Scope-of-Work completed so far.

FISCAL IMPACT: NONE.

The developer (Heritage at Dahlia Ranch, LLC/Russell Roben) will be financially responsible to pay in full for all the costs associated with the construction of the new storm drain discharge inlet connection and permit fees regarding IID's Encroachment Permit Application No. A-2021-0053.

ADMIN SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

1. Authorize to sign and submit Encroachment Permit Application No. A-2021-0053 to IID for the installation of the new discharge inlet connection to IID's New Side Drain.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION:

approve

CITY MANAGER'S INITIALS JKM

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

ENCROACHMENT PERMIT APPLICATION**APPLICANT INFORMATION – Please Print Clearly**

1. Applicant Name or Agency (City/County/Governmental (if applicable): ☐ Exempt: Heritage @ Dahlia Ranch, LLC.		E-Mail: russell@dugginsconstruction.com
Address: 341 Crown Court, Imperial, CA. 92251	Phone No: (760)427-6426	Fax No: (760)355-6756
2. Owner or Operator Name (If Different From Applicant):		E-Mail:
Address:	Phone No:	Fax No:

TYPE OF ENCROACHMENT

3. Type of Encroachment (Check all that apply)

- ☒ Parallel ☐ Waste Discharge ☐ Private Crossing /Crossing ☐ NPDES Permit # _____ ☐ Other (specify): _____
☒ Drainage Outlet ☐ Tile Line Outlet ☐ Tailwater Discharge ☐ Temporary/Term #days _____
☐ Power Facility ☐ Farm Entrance ☐ Water Supply ☐ Compliance/Violation _____

☐ Service Pipe: Pipe Size: Use: ☐ Ag ☒ Residential ☐ Commercial ☐ Industrial ☐ City Water Available

4. Encroachment Affecting Other Agency? ☐ Caltrans ☐ Railroad ☐ County ☐ Municipal ☐ Other _____

PROJECT INFORMATION

5. Project Description (Describe work or activity within Right of Way – Use backside of sheet if more room is needed):

Strom drain connection to New Side Drain.

6. Estimated Construction Start Date: 03/16/2022		Completion Date: 05/05/2023	
7. Address: Northeast corner of La Brucherie Rd. & Neckel St.		City: Imperial, CA. 92251	
8. Assessor Parcel Number(s): 063-010-079			
9. Legal Description (may be attached): See Attachment			
Section: 12	Tract:	Township: 15	Range: 13
Subdivision Name: Morningstar Subdivision Unit 1A		Block:	Lot:
10. Canal: Dahlia Lat.8	Delivery Gate: 71	Drain:	
IID Drawing No.:	IID Drawing No.:	IID Drawing No.:	
11. Distance to Closest Canal delivery gate (feet): 710 ft. East of Delivery Gate 71		12. Distance to Closest County Road/City Street (feet):	

FEE SCHEDULE:

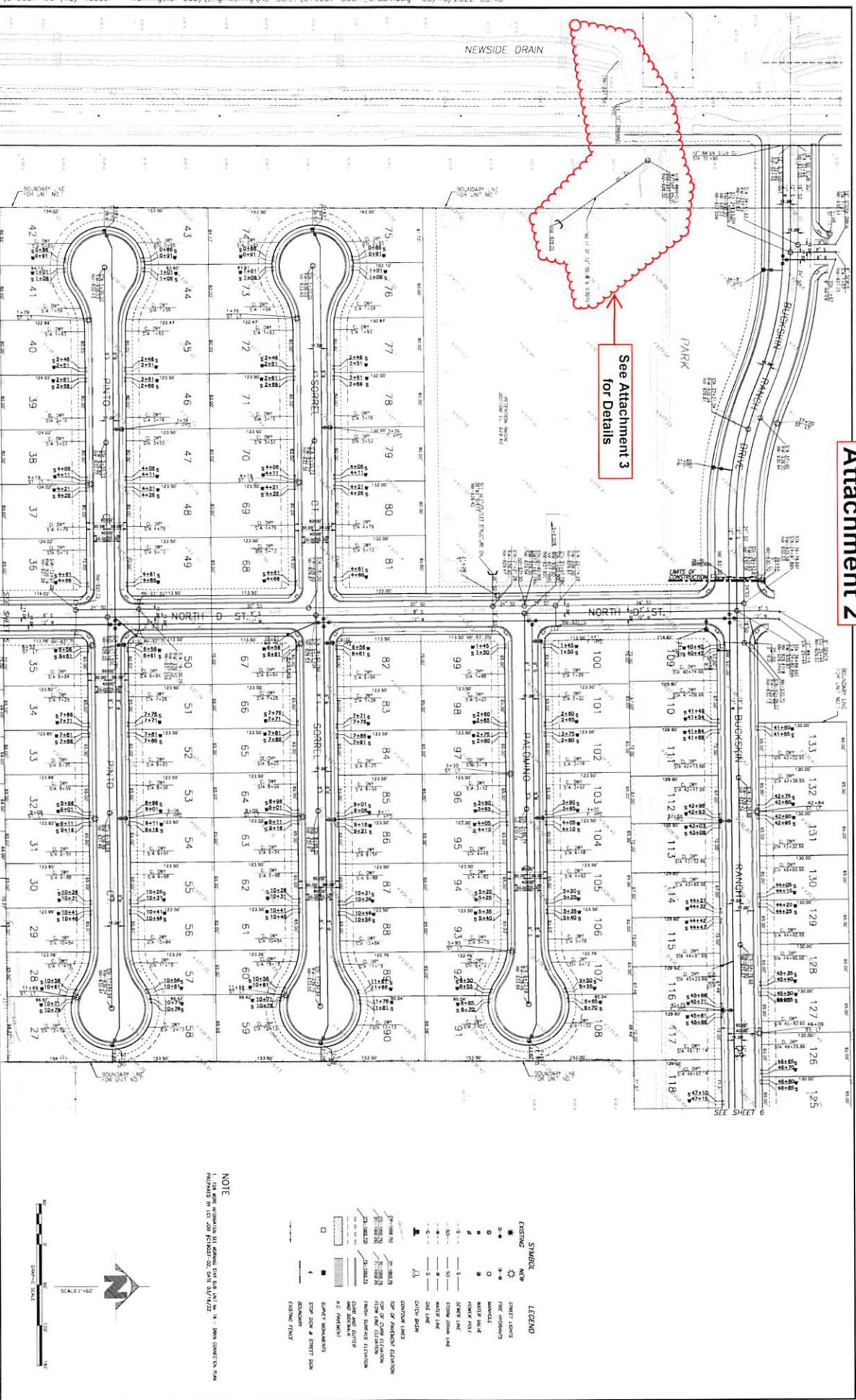
- ☒ **Non-refundable \$250 Application Fee (Exempt agencies excluded)**
☐ **Estimated Fees.** Includes review, inspection and as-built/record drawing fees. Review, inspection and as-built fees will be determined after review of the application. *Additional fees may be due after resolution of costs.*
☐ **Penalty Fees:** A fee will be assessed when encroaching facilities are installed without prior permit authorization. The fee shall be double the total normal fees noted above and would increase by a factor of 1 for each offense thereafter. Fee exempt agencies and facilities may be subject to this fee. If the fee is applied to such an agency or facility, the fee would be applied at the same rate as if the fee exemption were not in place.

PROJECT SUBMITTALS

- ☐ **Eight (8) drawing sets** (each set must include plan and profile views) Note: Plan sheets that pertain to District facilities
 - All drawings must include: a) Project location b) Elevation with benchmark used and tied to the District's datum c) Distance from District facilities both vertically and horizontally.
 - Large project submittals:** In addition to the above, all plan pages containing information regarding encroachment(s) shall be tabbed. Encroachments shall be clearly highlighted in fluorescent marker for further clarification. District standard facility drawings must be submitted when applicable including Utility Crossing (L-3086), Tail water or Storm water Discharge into Drains (12F-6855), and Service Pipe (20F-1394), and must meet the minimum requirements specified in those drawing details. The appropriate data must be filled in where indicated on the standard drawing detail. Provide copies of the following: a) Right of way documents (either existing or required for the country roads b) County road access permits c) California Regional Water Quality Control Board (CRWQCB) permits for point source discharge into IID's system d) California Environmental Quality Act (CEQA) documents e) National Environmental Protection Act (NEPA) documents and f) other relevant documents as necessary.
 - Provide copies of construction survey field notes relevant to encroachment, including a) benchmark and stationing used and tied to the District's datum b) as-built plans. Please note that after construction of any encroachment, the applicant is required to submit as-built plans.

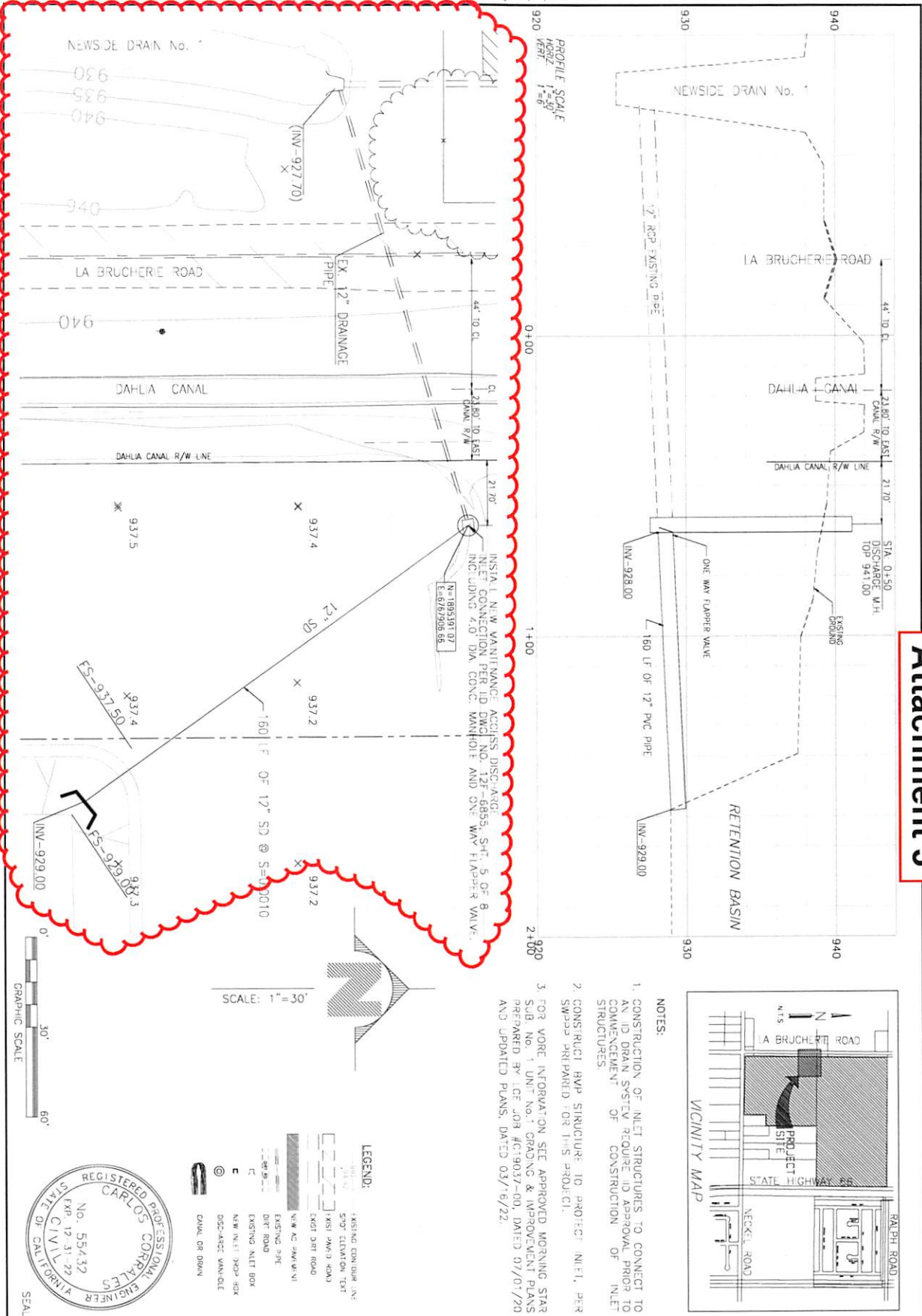
The undersigned applicant and owner/operator hereby applies for permission to encroach on Imperial Irrigation District (District) right of way or District owned property in the County of Imperial or County of Riverside and agrees to do the work in accordance with District permitting requirements, Rules and Regulations. The undersigned owner/operator acknowledges that the issuance of the permit will not occur until all conditions and requirements have been met. If approved, the applicant will comply with the "General Provisions" attached hereto and "Special Provisions" to be determined from the processing of the permit application.

13. Applicant Signature: 	14. Print or Type Name: Russell Rober	15. Title: President/owner	16. Dated: 12-30-21
17. Owner or Operator Signature:	18. Print or Type Name:	19. Title:	20. Dated:



Attachment 2

Attachment 3



PREPARED UNDER THE DIRECTION OF:

CARLOS CORRALES
03/16/22
DATE

55,432
R.C.E. No.
12/31/22
EXP. DATE

LC ENGINEERING CONSULTANTS INC.
CONSULTING ENGINEERING AND SURVEYING/CONSTRUCTION MANAGEMENT SERVICES
1065 State Street
El Centro CA 92243

DRAINAGE CONNECTION

**MORNING STAR SUBD. No.1
UNIT NO. 1**

IMPERIAL, CALIFORNIA

BARIONI & ROBBEN LAND CO.

03/16/22
DATE

03/16/22
DATE

03/16/22
DATE

DATE SUBMITTED 03/30/2022
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 04/06/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION/HERITAGE @ DAHLIA RANCH, LLC 1. AUTHORIZATION TO SIGN THE ENCROACHMENT PERMIT APPLICATION NO. A-2022-003 TO IID FOR THE CONSTRUCTION OF SURFACE IMPROVEMENTS OVER DAHLIA LATERAL 8 ALONG THE NORTH SIDE OF NECKEL ROAD.																
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT																
BACKGROUND/SUMMARY: For the proper construction of surface improvements (Sub-Grade Preparation, installation of 18" Water Pipeline, Street Lights, Class II Base, Curb & Gutter, Sidewalks and AC Pavement) over IID's Dahlia Lateral 8 along the north side of Neckel Road as part of Morning Star Subdivision No. 1 Unit No. 1 (as recorded on FM 28/04), IID has requested that the City of Imperial should sign the Encroachment Permit Application No. A-2022-003 as owner of said improvements as illustrated on Attachments B & C. The developer (Heritage at Dahlia Ranch, LLC/Russell Roben) has been notified by IID the following: 1. IID will accept that said surface improvements be constructed via an IID encroachment permit. 2. The City of Imperial will take over the ownership and O&M (Operations & Maintenance) of said improvements after their construction. 3. The City of Imperial will need to also sign the Encroachment Permit Application No. A-2022-003 as owner of said surface improvements. See Attachment A for details. Morning Star Subdivision No. 1 Unit No. 1 is currently under construction with approximately 40% of the Scope-of-Work completed so far.																
FISCAL IMPACT: NONE. The developer (Heritage at Dahlia Ranch, LLC/Russell Roben) will be financially responsible to pay in full for all the costs associated with said surface improvements and permit fees regarding IID's Encroachment Permit Application No. A-2022-003.	ADMIN SERVICES SIGN INITIALS _____															
STAFF RECOMMENDATION: 1. Authorize to sign and submit Encroachment Permit Application No. A-2022-003 to IID for the construction of surface improvements over IID's Dahlia Lateral 8 along the north side of Neckel Road.	DEPT. INITIALS <u>OM</u>															
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>Jtm</u>															
<table style="width: 100%;"> <tr> <td style="width: 33%;">MOTION:</td> <td style="width: 33%;">APPROVED ()</td> <td style="width: 33%;">REJECTED ()</td> </tr> <tr> <td>SECONDED:</td> <td>DISAPPROVED ()</td> <td>DEFERRED ()</td> </tr> <tr> <td>AYES:</td> <td></td> <td></td> </tr> <tr> <td>NAYES:</td> <td></td> <td></td> </tr> <tr> <td>ABSENT:</td> <td>REFERRED TO:</td> <td></td> </tr> </table>		MOTION:	APPROVED ()	REJECTED ()	SECONDED:	DISAPPROVED ()	DEFERRED ()	AYES:			NAYES:			ABSENT:	REFERRED TO:	
MOTION:	APPROVED ()	REJECTED ()														
SECONDED:	DISAPPROVED ()	DEFERRED ()														
AYES:																
NAYES:																
ABSENT:	REFERRED TO:															

ENCROACHMENT PERMIT APPLICATION**APPLICANT INFORMATION – Please Print Clearly**

1. Applicant Name or Agency (City/County/Governmental (if applicable): ☐ Exempt: Heritage @ Dahlia Ranch, LLC.		E-Mail: russell@dugginsconstruction.com
Address: 341 Crown Court, Imperial, CA. 92251	Phone No: (760)427-6426	Fax No: (760)355-6756
2. Owner or Operator Name (If Different From Applicant):		E-Mail:
Address:	Phone No:	Fax No:

TYPE OF ENCROACHMENT

3. Type of Encroachment (Check all that apply)					
☒ Parallel	☐ Waste Discharge	☐ Private Crossing /Crossing	☐ NPDES Permit # _____	☐ Other (specify): _____	
☒ Drainage Outlet	☐ Tile Line Outlet	☐ Tailwater Discharge	☐ Temporary/Term #days _____		
☐ Power Facility	☐ Farm Entrance	☐ Water Supply	☐ Compliance/Violation		
☐ Service Pipe:	Pipe Size:	Use:	☐ Ag ☒ Residential	☐ Commercial	☐ Industrial
				☐ City Water Available	
4. Encroachment Affecting Other Agency? ☐ Caltrans ☐ Railroad ☐ County ☐ Municipal ☐ Other _____					

PROJECT INFORMATION

5. Project Description (Describe work or activity within Right of Way – Use backside of sheet if more room is needed): Surface Improvements for Neckel Rd. over Dahlia Lat.8, along the project frontage including: Sub-Grade preparation, Class II base installation, Curb & Gutter installation, Sidewalk installation, AC pavement installation, Street Light installation, and an 18" water line installation. Per as-built plans.	
6. Estimated Construction Start Date: 03/16/2022	Completion Date: 05/05/2023
7. Address: Northeast corner of La Brucherie Rd. & Neckel St.	City: Imperial, CA. 92251
8. Assessor Parcel Number(s): 063-010-079	
9. Legal Description (may be attached): See Attachment	
Section: 12	Tract: _____ Township: 15 Range: 13
Subdivision Name: Morningstar Subdivision Unit 1A	
10. Canal: Dahlia Lat.8	Delivery Gate: 71
IID Drawing No.: _____	IID Drawing No.: _____
11. Distance to Closest Canal delivery gate (feet): 710 ft. East of Delivery Gate 71	12. Distance to Closest County Road/City Street (feet):

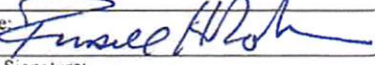
FEE SCHEDULE:

- ☒ **Non-refundable \$250 Application Fee (Exempt agencies excluded)**
- ☐ **Estimated Fees.** Includes review, inspection and as-built/record drawing fees. Review, inspection and as-built fees will be determined after review of the application. *Additional fees may be due after resolution of costs.*
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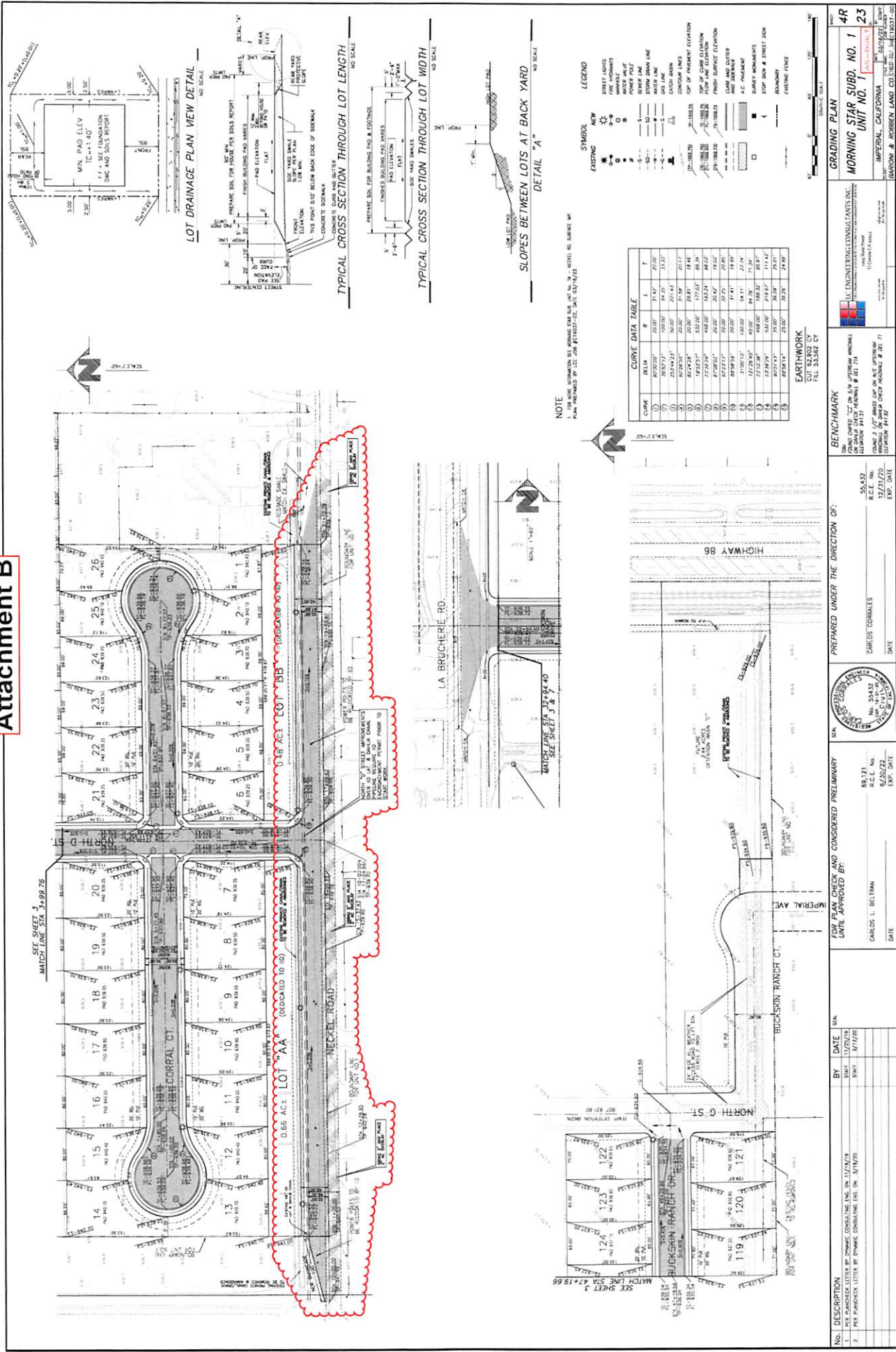
PROJECT SUBMITTALS

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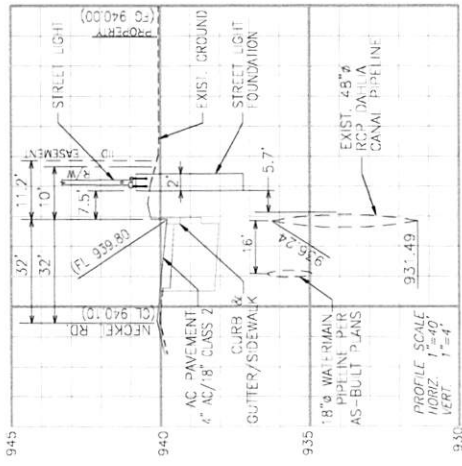
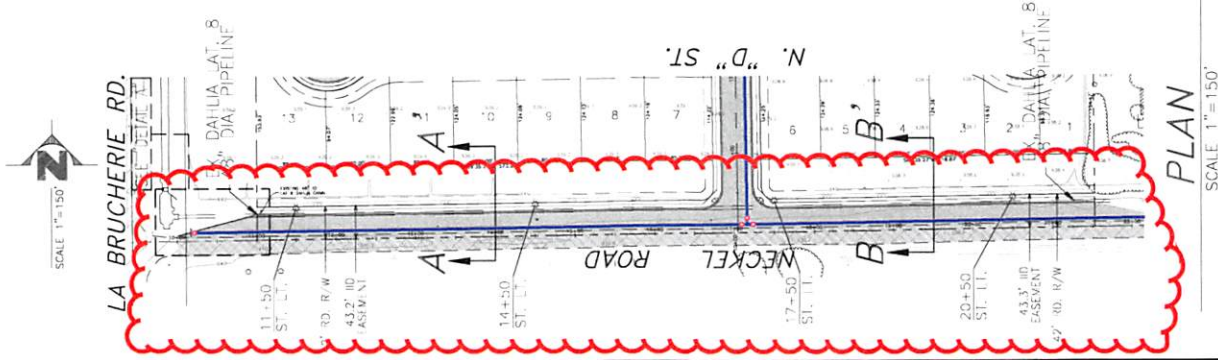
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13. Applicant Signature: 	14. Print or Type Name: Russell E. Boben	15. Title: President/owner	16. Dated: 12-30-21
17. Owner or Operator Signature:	18. Print or Type Name:	19. Title:	20. Dated:

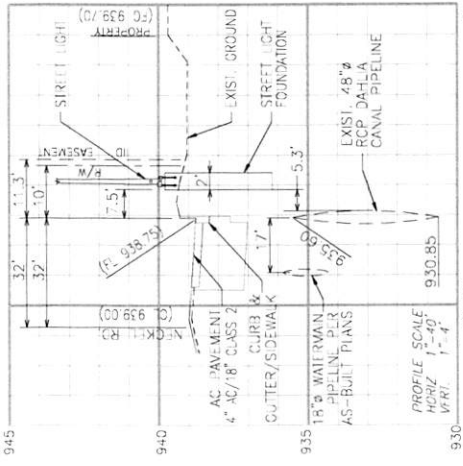
Attachment B



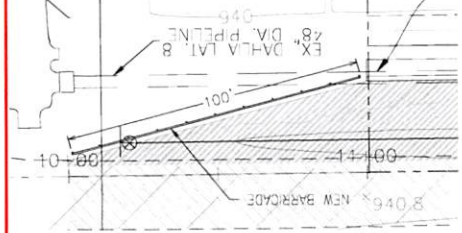
Attachment C



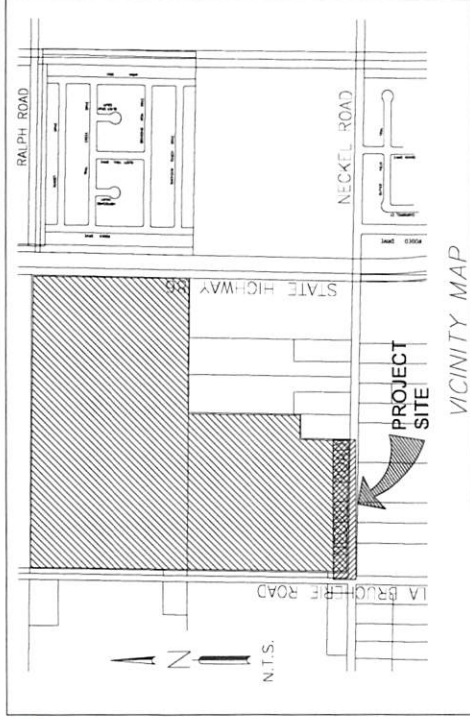
SECTION A-A'
SCALE 1"=40'



SECTION B-B'
SCALE 1"=40'



DETAIL "A"
SCALE 1"=40'



VICINITY MAP

LEGAL DESCRIPTION:

A RE-SUBDIVISION OF:
PARCELS 2 AND 3 OF PARCEL MAP NO. M-2013, N AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, SAIL OF CALIFORNIA, ACCORDING TO MAP ON FILE N BOOK 8, PAGE 61 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

OWNER/DEVELOPER:

RUSSELL H. ROSEN
341 W. CROWN COURT
IMPERIAL, CA 92251
(760) 335-5600

ENGINEER:

CARLOS CORRALES
LC ENGINEERING CONSULTANTS, INC
1065 STATE STREET
EL CENTRO, CA 92243

BENCHMARK:

BM
FOUND CHIPPED "X" ON S/W UPSTREAM WINGWALL
ON DAHLIA CHECK HEADWALL @ DEL 7+4
ELEVATION: 941.51
FOUND 3 1/2" BRASS CAP ON N/E UPSTREAM
WINGWALL ON DAHLIA CHECK HEADWALL @ DEL 7+
ELEVATION: 941.92
ELEVATION: 938.91 (110 DATUM)

NOTE:

FOR MORE INFORMATION SEE APPROVED MORNING STAR SUB NO. 1 UNIT NO. 1 GRADING & IMPROVEMENT
PLANS PREPARED BY LCE JOB #C-9037-00, DATED 07/01/20 AND AS-BUILT PLANS, DATED 03/16/22.



PREPARED UNDER THE DIRECTION OF:

CARLOS CORRALES
03/16/22
DATE

SHEET	1	NECKEL RD. SURFACE IMP.
	2	MORNING STAR SUB.
UNIT No.	1A	
	1A	
CLIENT	IMPERIAL CALIFORNIA	DATE 03/16/22
	RUSSELL ROSEN	FILE NO. 1A
DRAWN BY	IMPERIAL CALIFORNIA	DATE 03/16/22
	RUSSELL ROSEN	FILE NO. 1A



DATE SUBMITTED 03/30/22
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 04/6/22

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: REPLACEMENT OF PARK AMENITIES AT SAVANNA RANCH PARK AND VICTORIA PARK

1. APPROVE THE PURCHASE OF NEW PICNIC TABLES AND BENCHES FOR SAVANNA RANCH PARK AND VICTORIA PARK FROM BENSON OUTDOORS IN THE AMOUNT NOT TO EXCEED 35,000.00

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

Staff has identified the park picnic tables and benches at both Savanna Ranch park and Victoria park in need of replacement. The current park amenities are over 10 years old and are in poor condition. Staff is seeking City Council's approval to purchase 26 new thermoplastic coated metal picnic tables and benches to replace existing.

Please see attached quotes and info

FISCAL IMPACT: LANDSCAPE DISTRICT FUNDS AND
 COMMUNITY FACILITIES DISTRICT FUNDS
 NOT TO EXCEED 35,000.00

FINANCE
 INITIALS _____

STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the purchase of new amenities for Savanna Ranch and Victoria park from Benson Outdoors

DEPT. INITIALS 

MANAGER'S RECOMMENDATION: approve

CITY
 MANAGER'S
 INITIALS ATM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

REFERRED TO:

Quote #
WQ 304031

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.



627 Amersale Drive
Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 304031

Expires 4/12/2022

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
TRT8P-EA	8' Rectangular Picnic Table, Portable, Expanded Metal - Advantage Coating Choose Top/Seats Color Choose Frame Color *Discount Applied*	257	5	\$1,065.00	\$5,325.00
TRT8AP-EA	8' Rectangular Picnic Table, Portable, Accessible Alt (Double Overhang), Expanded Metal - Advantage Coating Choose Top/Seats Color Choose Frame Color *Discount Applied*	230	4	\$1,037.00	\$4,148.00
BMW6S-ES	6' MOD Style Bench With Back, Surface Mount, Expanded Metal - Standard Thermoplastic Coating	142	17	\$987.00	\$16,779.00
Subtotal		4,619		Subtotal	\$26,252.00
			☒	7.7500% Tax	\$2,034.54
				Shipping	\$2,107.64
				Grand Total	\$30,394.18

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First/Last Name Tony Lopez

Company City Of Imperial Parks Department

Address 1 101 E. 4th St.

Address 2

City Imperial

State CA

Zip Code 92251

Country USA

Phone 760-355-3134

Fax

Email tlopez@cityofimperial.org

Ship To City Of Imperial Parks Department

Address 1 101 E. 4th St.

Address 2

City Imperial

State CA

Zip Code 92251

Country USA

Phone 760-355-3134

Contact Tony

Email tlopez@cityofimperial.org

Additional Delivery Services

- ☒ Phone Call 24 Hours Prior to Delivery
- ☒ Delivery to Residential or Non-Commercial Truck Route Addresses
- ☒ Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)

Proposal for

City of Imperial

Prepared by



02-11-2022
Job # 101292-01

Savanna Park Site Amenities Option 2A



Great Western Recreation
 975 S. State Hwy 89
 Logan, UT 84321
 Cell: 619-876-6623
 Office: 435-245-5055
 Fax: 435-245-5057
 kj@gwpark.com
 www.gwpark.com

02/11/2022
 Quote #
 101292-01-03

Savanna Park Site Amenities Option 2A

City of Imperial
 Attn: Tony Lopez
 101 West 4th St.
 Imperial, CA 92251
 Phone: 760-355-3134
 tlopez@cityofimperial.org

Ship to Zip 92251

Quantity	Part #	Description	Unit Price	Amount
9	P965SM-S6	UltraSite - 6' Contour Bench W/Back Surface Mount, Slat	\$1,318.00	\$11,862.00
2	P238H-P8	UltraSite - 8' Double Sided Extra Heavy Duty ADA Table, Perforated	\$1,270.00	\$2,540.00
2	P238-P8	UltraSite - 8' Extra Heavy Duty Table, Perforated	\$1,270.00	\$2,540.00
1	SC	UltraSite - Surcharge	\$2,795.43	\$2,795.43
			Sub Total	\$19,737.43
			Discount	(\$1,002.00)
			Freight	\$1,715.00
			Tax	\$1,529.65
			Total	\$21,980.08

Comments

Your Sales Rep is KJ LeCesne. Please reach out to KJ at 619-876-6623 if you should have any questions regarding this quote.

***Quotes are not valid after 30 days. Must get updated pricing to order if past 30 days from date of the quote.

Material Surcharge reflects raw material price increase

Shipping To:
 101 West 4th St.
 Imperial, CA 92251

Site To:
 264 W Playa Del Carmen Dr.
 Imperial, CA 92251

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Customer is responsible for offloading.

Installation not Included

Proposal for

City of Imperial

Prepared by



02-11-2022
Job # 101291-01

Victoria Park Site Amenities Option 2A



Great Western Recreation
 975 S. State Hwy 89
 Logan, UT 84321
 Cell: 619-876-6623
 Office: 435-245-5055
 Fax: 435-245-5057
 kj@gwpark.com
 www.gwpark.com

02/11/2022
 Quote #
 101291-01-03

Victoria Park Site Amenities Option 2A

City of Imperial
 Attn: Tony Lopez
 101 West 4th St.
 Imperial, CA 92251
 Phone: 760-355-3134
 tlopez@cityofimperial.org

Ship to Zip 92251

Quantity	Part #	Description	Unit Price	Amount
8	P965SM-S6	UltraSite - 6' contour benches W/Back, Surface mount, Slat	\$1,318.00	\$10,544.00
2	P238H-P8	UltraSite - 8' Double Sided Extra Heavy Duty ADA Table, Perforated	\$1,270.00	\$2,540.00
3	P238-P8	UltraSite - 8' Extra Heavy Duty Table, Perforated	\$1,270.00	\$3,810.00
1	SC	UltraSite - Surcharge	\$2,787.51	\$2,787.51
			Sub Total	\$19,681.51
			Freight	\$1,715.00
			Tax	\$1,525.32
			Total	\$22,921.83

Comments

Your Sales Rep is KJ LeCesne. Please reach out to KJ at 619-876-6623 if you should have any questions regarding this quote.

***Quotes are not valid after 30 days. Must get updated pricing to order if past 30 days from date of the quote.

Material Surcharge reflects raw material price increase

Shipping to:
 101 W. 4th St.
 Imperial, CA 92251

Site Address:
 264 W Playa Del Carmen Dr.
 Imperial, CA 92251

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Customer is responsible for offloading

Installation not Included.



Model # 238-EV6 | E-Series Rectangular Picnic Table | 6' Length

[Print](#) | [Close Window](#)





DATE SUBMITTED 4/1/2022
 SUBMITTED BY acm
 DATE ACTION REQUIRED 4/6/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AN URGENCY ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES RELATED TO THE USE AND POSSESSION OF FIREWORKS

1. INTRODUCTION, FIRST READING BY TITLE ONLY, AND ADOPTION OF ORDINANCE 816 ON AN URGENCY BASIS AMENDING THE CODIFIED ORDINANCE RELATED TO THE USE AND POSSESSION OF FIREWORKS.
2. PROVIDE DIRECTION TO STAFF TO PREPARE A SUMMARY OF ORDINANCE NO. 816 FOR PUBLICATION PURPOSES.

DEPARTMENT INVOLVED: CITY ATTORNEY/CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

At the direction of the City Council, the City Attorney and City Manager's Office have prepared the following Ordinance 816 to be adopted on an urgency basis. Ordinance 816 will amend the codified ordinances of the City's municipal code as it relates to the use and possession of illegal fireworks in the City of Imperial.

FISCAL IMPACT: To be determined

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION: To approve Ordinance 816 as presented to be adopted on an urgency basis.

DEPT. INITIALS AB

MANAGER'S RECOMMENDATION: Approve as presented

CITY
MANAGER'S
INITIALS _____

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

REFERRED TO:

ORDINANCE NO 816

**AN URGENCY ORDINANCE OF THE CITY OF IMPERIAL
AMENDING THE CODIFIED ORDINANCES RELATED TO
THE USE AND POSSESSION OF FIREWORKS AND
DECLARING THE URGENCY THEREOF**

Section 1: The City Council of the City of Imperial finds as follows:

- A. Dangerous and unregulated fireworks are a health and safety concern to all residents of the City of Imperial; and
- B. Thousands of injuries are caused by fireworks across this country every year; and
- C. Fireworks can cause significant anxiety in adults and children, especially veterans and others with post-traumatic stress, as well as pets; and
- D. Fireworks also pose a serious risk of fire under conditions that continue to demonstrate extraordinary risk of damaging fire; and
- E. There is a demonstrated need for enforcement tools with which emergency responders can hold those posing a significant risk to public health and safety through the possession and detonation of fireworks in this city; and
- F. Historically, the City of Imperial has seen increased instances of use of fireworks beginning in May and continuing into the summer months and specifically on and around the Fourth of July holiday; and
- G. With the serious risk of firework-related injuries stemming from increased use of fireworks, there is an urgent and immediate need to provide additional enforcement tools within the City in order to protect the threat to public health, safety and welfare; and
- H. The City Council has determined that this ordinance must take effect immediately to continue to protect the health, welfare and safety of the City and its residents.

Section 2: The City Council of the City of Imperial does ordain as follows:

Sections 8-53 through 8-57 of Article VI of Chapter 8 of the Imperial City Code are hereby enacted to read as follows:

ARTICLE VI

FIREWORKS – HOST LIABILITY

Section 8-53. Host Defined.

Section 8-54. Host Liability.

Section 8-55. Violation-Penalty.

Section 8-56 Conflict With Imperial City Code.

Section 8-57 Severability.

Section 8-53. Host Defined.

For purpose of Chapter 8 of this Code, “Host” means a person who either:

- a. Owns or controls private property, including, but not limited to, an owner, tenant, landlord, or property manager of the property; or
- b. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property.

Section 8-54. Host Liability.

- a. No host shall allow any person to violate a provision of Article V of Chapter 8 of the Imperial City Code relating to fireworks on the host’s private property, except as provided below in subsection (a)(2).
 1. Whenever a host is present at the private property while another person violates a provision of this chapter, there shall be a rebuttable presumption that the host knew or should have known of the violation.
 2. The provisions of this section shall not apply to:
 - A. The possession, manufacture, storage, display, sale, use, or discharge of fireworks as permitted under federal, state, or local law;
 - B. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.
- b. No host shall aid or abet another person’s violation of a provision of this chapter in a public right of way adjacent to the host’s private property. A host aids and abets another person’s violation of a provision of this chapter if he or she knows of the

other person's unlawful purpose and the host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

///

Section 8-55. Violation-Penalty.

- a. In addition to any other remedy allowed by law, any person who violates a provision of Articles V and VI of Chapter 8 of the Imperial City Code is subject to criminal sanctions, civil actions, and administrative penalties.
- b. Notwithstanding any provisions of the Imperial City Code to the contrary, the amount of an administrative penalty for a violation of any provision of Articles V and VI of Chapter 8 of the Imperial City Code is:
 1. \$1,000.00 for the first violation;
 2. \$2,500.00 for the second violation within one year of the first violation;
and
 3. \$5,000.00 for each additional violation within one year of the first violation.
- c. Any host who violates Articles V and VI of Chapter 8 of the Imperial City Code is liable for the response costs relating to the violation. All hosts who violate Articles V and VI of Chapter 8 in the same incident are jointly and severally liable for the response costs relating to the violation. The amount of the response costs constitutes a legal debt owed to the City.
 1. Notice of the response costs shall be served by first-class mail on the hosts liable for such costs. The notice shall contain the following information:
 - A. The name of the host who is liable for the response costs;
 - B. The address if the private property where the incident occurred;
 - C. The date and time of the response;
 - D. The law enforcement, fire, or other emergency response personnel who responded; and
 - E. An itemized list of the response costs.
 2. Payment for response costs shall be remitted to the City of Imperial within thirty (30) calendar days of the date of the notice. The payment of any such costs shall be stayed upon the filing of a timely appeal.

3. A host charged with response costs may, within ten (10) calendar days of the date of the notice of response costs, appeal the response costs in accordance with section 15.82 of the Imperial City Code. The appeal hearing shall be scheduled and conducted in the manner prescribed therein. Failure to timely file an appeal constitutes a failure to exhaust available administrative remedies and bars any further review or administrative appeal of the response costs.
- d. Violation of Articles V and VI of Chapter 8 of the Imperial City Code are hereby declared to be a public nuisance.
- e. 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.
- f. All remedies prescribed under Articles V and VI of Chapter 8 of the Imperial City Code are cumulative and the election of one or more remedies does not bar the City of Imperial from the pursuit any other remedy available to the City.

Section 8-56 Conflict With Imperial City Code.

In the event that any provision of this article conflicts with any provision of the Imperial City Code, the provisions of this article shall prevail.

Section 8-57 Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this article 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 article and each section, subsection, paragraph, sentence, clause, or phrase which is a part thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases are declared to be invalid or unconstitutional.

Section 3: Effective Date. This ordinance shall take effect immediately upon adoption to preserve the public health, safety, and welfare.

PASSED, ADOPTED AND APPROVED as an Urgency Ordinance at a regular meeting of the City Council of the City of Imperial, this ____ day of _____, 2022.

Geoff Dale, Mayor

ATTEST:

Dennis Morita, City Clerk

DATE SUBMITTED 4/1/2022
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 4/3/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: AN ORDINANCE OF THE CITY OF IMPERIAL
 AMENDING THE CODIFIED ORDINANCES RELATED TO THE USE
 AND POSSESSION OF FIREWORKS

1. INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE 817 THE CODIFIED ORDINANCE RATED TO THE USE AND POSSESSION OF FIREWORKS.
2. PROVIDE DIRECTION TO STAFF TO PREPARE A SUMMARY OF ORDINANCE NO. 817 FOR PUBLICATION PURPOSES.

DEPARTMENT INVOLVED: City Attorney/City Manager's Office

BACKGROUND/SUMMARY:

At the direction of the City Council, the City Attorney and City Manager's Office have prepared the following Ordinance 817 to amend the codified ordinances of the City's municipal code as it relates to the use and possession of illegal fireworks on a permanent basis. Please see the attached ordinance for further information.

FISCAL IMPACT: To Be Determined

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION: Staff recommends to proceed in amending the codified ordinances of the City's municipal code as it relates to the possession and use of illegal fireworks in City limits.

DEPT. INITIALS AB

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

CITY
MANAGER's
INITIALS _____

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

ORDINANCE NO 817

**AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING
THE CODIFIED ORDINANCES RELATED TO THE USE
AND POSSESSION OF FIREWORKS**

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

Section 1: Sections 8-53 through 8-57 of Article VI of Chapter 8 of the Imperial City Code are hereby enacted to read as follows:

ARTICLE VI

FIREWORKS – HOST LIABILITY

Section 8-53. Host Defined.

Section 8-54. Host Liability.

Section 8-55. Violation-Penalty.

Section 8-56 Conflict With Imperial City Code.

Section 8-57 Severability.

Section 8-53. Host Defined.

For purpose of Chapter 8 of this Code, “Host” means a person who either:

- a. Owns or controls private property, including, but not limited to, an owner, tenant, landlord, or property manager of the property; or
- b. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property.

Section 8-54. Host Liability.

- a. No host shall allow any person to violate a provision of Article V of Chapter 8 of the Imperial City Code relating to fireworks on the host’s private property, except as provided below in subsection (a)(2).
 1. Whenever a host is present at the private property while another person violates a provision of this chapter, there shall be a rebuttable presumption that the host knew or should have known of the violation.
 2. The provisions of this section shall not apply to:

- A. The possession, manufacture, storage, display, sale, use, or discharge of fireworks as permitted under federal, state, or local law;
 - B. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.
- b. No host shall aid or abet another person's violation of a provision of this chapter in a public right of way adjacent to the host's private property. A host aids and abets another person's violation of a provision of this chapter if he or she knows of the other person's unlawful purpose and the host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

Section 8-55. Violation-Penalty.

- a. In addition to any other remedy allowed by law, any person who violates a provision of Articles V and VI of Chapter 8 of the Imperial City Code is subject to criminal sanctions, civil actions, and administrative penalties.
- b. Notwithstanding any provisions of the Imperial City Code to the contrary, the amount of an administrative penalty for a violation of any provision of Articles V and VI of Chapter 8 of the Imperial City Code is:
 - 1. \$1,000.00 for the first violation;
 - 2. \$2,500.00 for the second violation within one year of the first violation; and
 - 3. \$5,000.00 for each additional violation within one year of the first violation.
- c. Any host who violates Articles V and VI of Chapter 8 of the Imperial City Code is liable for the response costs relating to the violation. All hosts who violate Articles V and VI of Chapter 8 in the same incident are jointly and severally liable for the response costs relating to the violation. The amount of the response costs constitutes a legal debt owed to the City.
 - 1. Notice of the response costs shall be served by first-class mail on the hosts liable for such costs. The notice shall contain the following information:
 - A. The name of the host who is liable for the response costs;
 - B. The address of the private property where the incident occurred;
 - C. The date and time of the response;

- D. The law enforcement, fire, or other emergency response personnel who responded; and
 - E. An itemized list of the response costs.
- 2. Payment for response costs shall be remitted to the City of Imperial within thirty (30) calendar days of the date of the notice. The payment of any such costs shall be stayed upon the filing of a timely appeal.
 - 3. A host charged with response costs may, within ten (10) calendar days of the date of the notice of response costs, appeal the response costs in accordance with section 15.82 of the Imperial City Code. The appeal hearing shall be scheduled and conducted in the manner prescribed therein. Failure to timely file an appeal constitutes a failure to exhaust available administrative remedies and bars any further review or administrative appeal of the response costs.
- d. Violation of Articles V and VI of Chapter 8 of the Imperial City Code are hereby declared to be a public nuisance.
 - e. 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.
 - f. All remedies prescribed under Articles V and VI of Chapter 8 of the Imperial City Code are cumulative and the election of one or more remedies does not bar the City of Imperial from the pursuit any other remedy available to the City.

Section 8-56 Conflict With Imperial City Code.

In the event that any provision of this article conflicts with any provision of the Imperial City Code, the provisions of this article shall prevail.

Section 8-57 Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this article 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 article and each section, subsection, paragraph, sentence, clause, or phrase which is a part thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases are declared to be invalid or unconstitutional.

Section 2: Effective Date. This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the

members of the City Council voting for and against the same.

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

Geoff Dale, Mayor

ATTEST:

Dennis Morita, City Clerk

**Agenda Item
No.**

F-6

DATE SUBMITTED 04/01/2022
SUBMITTED BY COMMUNITY SERVICES
DATE ACTION REQUIRED 04/20/2022

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

AB

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: DECLARATION OF SUPPLUS ITEMS

1. DECLARE REMOVED SHELVING ITEMS AS SURPLUS
2. AUTHORIZE THE SALE OR DISPOSAL OF SURPLUS ITEMS

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

The Community Services Department is requesting the Imperial City Council's consideration to declare the department's current inventory of old metal shelving as surplus; the metal shelving was removed from the library to install new shelving. Declared inventory includes 65 pieces of removed shelving in addition to 18 pieces to be removed as additional furnishings for the library are funded and installed. If declared, items will be sold and items in disrepair will be discarded.

FISCAL IMPACT: None

FINANCE
INITIALS _____

STAFF RECOMMENDATION: It is the department's recommendation to approve all items as surplus

DEPT. INITIALS

AK

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ()
DISAPPROVED ()
REFERRED TO:

REJECTED ()
DEFERRED ()

Minutes
REGULAR MEETING OF THE CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
APRIL 06, 2022
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM

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

MAYOR DALE CONVENED TO CLOSED SESSION AT 06:00PM.

COUNCIL PRESENT: AMPARANO, EUGENIO, TUCKER, BURNWORTH, AND DALE

COUNCIL MEMBERS ABSENT: NONE

STAFF PRESENT: MORITA, BROWN, HOLBROOK, AND MORA

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.
(Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Section 54956.9). One (1) potential case Government Code Section 54957(b)(1)

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
(Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Section 54956.9). One (1) potential case Government Code Section 54957(b)(1)

MAYOR DALE ADJOURNED CLOSED SESSION AT 06:57PM

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

MAYOR DALE CALLED THE MEETING TO ORDER AT 06:59PM

COUNCIL PRESENT: AMPARANO, EUGENIO, TUCKER, BURNWORTH, AND DALE

STAFF PRESENT: MORITA, BROWN, HOLBROOK, MORA, GUTIERREZ, LOPEZ, LOPER, HALLER, ESTRADA, MEHDIPOUR, CHIEF BARRA, BC GARCIA, AND ANGUIANO.

PLEDGE OF ALLEGIANCE LED BY WILLIAM QUAN.

ADJUSTMENTS TO THIS AGENDA:
NONE

C. PUBLIC APPEARANCES:

C-1. Matters not appearing on the agenda.
NONE

C-2. Matters appearing on the agenda.
NONE

D. SPECIAL PRESENTATIONS:

- D-1. Special Recognition – Imperial High School Varsity Boys Soccer Team**
- D-2. Special Recognition – Imperial High School Varsity Girls Basketball Team**
- D-3. Special Recognition – Daniel Lemus, Frank Wright Middle School**
- D-4. Autism Awareness Fair**

MAYOR DALE recognized members of the Imperial High School Varsity Boys Soccer Team, Varsity Girls Basketball Team for their accomplishments during the 21-22 season. DALE recognized Frank Wright Middle School 8th Grade Student Daniel Lemus as the Regional Spelling Bee Championship. BROWN and Autism Awareness of Imperial County President James Gonzalez presented an overview of the upcoming Inaugural Autism Awareness Fair at Eager Park on April 9, 2022.

E. CONSENT AGENDA:

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

- E-1. Approval of Minutes from Regular Meeting March 16, 2022**
- E-2. Approval of Claims & Warrants Report**
- E-3. Resolution 2022-23 Declaring Emergency, Ratification of Action Taken and Authorization of Payment for Aten Reservoir Tank Supply Line.**
- E-4. Purchase of Maintenance Equipment Parts for UV System at Waste Water Treatment Plant**
- E-5. Approval of Amendment to Victoria Ranch Unit 3D Final Map Subdivision Agreement and Authorization to Record Final Documents.**
- E-6. Approval of Remote Access Policy**
- E-7. Approval of Public Safety Camera System Policy**

ACTION:

BURNWORTH MOTIONED TO APPROVE CONSENT AGENDA AS PRESENTED, SECONDED BY AMPARANO.

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

MOTION CARRIED 5-0

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

- F-1. SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION/HERITAGE AT DAHLIA RANCH, LLC.**

DISCUSSION:

MORA, presented the staff report. AMPARANO, wanted clarification on area of the work that was clarified by MORA. MORA provided clarification. No further discussion was held by the City Council.

ACTION:

TUCKER MOTIONED TO AUTHORIZE STAFF TO SIGN THE ENCROACHMENT PERMIT APPLICATION NO. A-2021-0053 TO IMPERIAL IRRIGATION DISTRICT FOR THE INSTALLATION OF A NEW DISCHARGE INLET CONNECTION TO NEW SIDE DRAIN. SECONDED BY AMPARANO

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

MOTION PASSED 5-0

F-2. SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION/HERITAGE AT DAHLIA RANCH, LLC.

DISCUSSION:

MORA, present the staff report. AMPARANO, asked who is the encroachment permit under? MORA, stated the developer. AMPARANO, it states the city will take over the ownership. Does this mean the city will maintain? MORA, yes just the road improvements.

ACTION:

AMPARANO MOTIONED TO AUTHORIZE STAFF TO SIGN THE ENCROACHMENT PERMIT APPLICATION NO. A-2022-003 TO IMPERIAL IRRIGATION DISTRICT FOR THE CONSTRUCTION OF SURFACE IMPROVEMENTS OVER DAHLIA LATERAL 8 ALONG THE NORTH SIDE OF NECKEL ROAD. SECONDED BY TUCKER

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

MOTION PASSED 5-0

F-3. SUBJECT: DISCUSSION/ACTION: REPLACEMENT OF PARK AMENITIES AT SAVANNA RANCH AND VICTORIA PARK

DISCUSSION:

LOPEZ presented the staff report to the City Council. LOPEZ provided an overview of the amenities and maintenance at Savanna Ranch and Victoria Parks. No discussion was held by the City Council.

ACTION:

BURNWORTH MOTIONED TO APPROVE THE PURCHASE OF NEW PICNIC TABLES AND BENCHES FOR SAVANNA RANCH PARK AND VICTORIA PARK FROM BENSON OUTDOORS IN THE AMOUNT OF \$35,000.00. SECONDED BY TUCKER

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

MOTION PASSED 5-0

F-4. SUBJECT: DISCUSSION/ACTION: AN URGENCY ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES RELATED TO THE USE AND POSSESSION OF FIREWORKS

DISCUSSION:

BROWN, presented the staff report to the City Council. AMPARANO commented he was happy to see this item. No further discussion was held by the City Council.

ACTION

TUCKER MOTIONED TO INTRODUCE BY TITLE ONLY AND ADOPT ORDINANCE 816 ON AN URGENCY BASIS, AND GAVE STAFF DIRECTION TO PREPARE A SUMMARY OF THE ORDINANCE FOR PUBLICATION PURPOSES.

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

MOTION PASSED 5-0

F-5. SUBJECT: DISCUSSION/ACTION: AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE CODIFIED ORDINANCES RELATED TO THE USE AND POSSESSION OF FIREWORKS.

DISCUSSION:

BROWN presented the staff report to the City Council. AMPARANO asked for clarification on the types of fireworks mentioned. BROWN confirmed the fireworks in reference were the ones deemed illegal and not defined as “safe and sane” in our existing ordinance. No further discussion was held by the City Council.

ACTION:

AMPARANO MOTIONED TO INTRODUCE ORDINANCE 817 BY FIRST READING OF TITLE ONLY TO AMEND THE CODIFIED ORDINANCES RELATED TO THE USE AND POSSESSION OF FIREWORKS, AND DIRECTED STAFF TO PREPARE A SUMMARY OF ORDINANCE 817 FOR PUBLICATION PURPOSES. SECONDED BY TUCKER

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

MOTION PASSED 5-0

F-6. SUBJECT: DISCUSSION/ACTION: DECLARATION OF SURPLUS ITEMS AT IMPERIAL PUBLIC LIBRARY

DISCUSSION:

HALLER presented the staff report to the City Council. No further discussion was held by the City Council.

ACTION:

AMPARANO MADE A MOTION TO DECLARE THE LIBRARY SHELVING AS SURPLUS AND AUTHORIZE THE SALE OR DISPOSAL OF THE SURPLUS ITEMS. SECONDED BY TUCKER.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION PASSED 5-0

MAYOR DALE ADJOURNED THE CITY COUNCIL MEETING AT 7:40 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, APRIL 20, 2022, AT 7:00 P.M