

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
April 7, 2021
CLOSED SESSION 5:30 PM
OPEN SESSION 7:00 PM**

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE
GOVERNOR'S EXECUTIVE ORDER N-29-20**

To protect our constituents, City officials and City staff, the City requests all members of the public to follow the California Department of Health Services' guidance and the County of Imperial Public Health Office Order for the control of COVID-19 restricting group events and gatherings and maintaining physical distancing. Additional information regarding COVID-19 is available on the City's website at www.cityofimperial.org

1. If you choose to attend the Council meeting in person, you will be required to maintain appropriate physical distance, i.e. maintain a 6-foot distance between yourself and other individuals. Please note seating is limited.
2. You are strongly encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
3. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday April 7, 2021. Comments received by 4:00 pm will be read into the record.

TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020 and to the extent applicable Government Code Section 54953(b), this City Council Meeting may include teleconference participation by the City Council Members and City staff. Consistent with Executive Order N-29-20 teleconference locations utilized by City Council Members shall not be accessible to the public and are not subject to special posting requirements.

The City of Imperial thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

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.

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

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 5:30 PM.

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

A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Case Number 18-2

- A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
(Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9)

One potential case
- A-3. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
(Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9)

Two Potential Cases
- A-4. SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC 54956.8)**
Property: APN 044-200-012

Agency Negotiators: City Manager

Negotiating Parties: Imperial Irrigation District

Under Negotiation: Pricing and Terms
- A-5. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)**
Agency Negotiators: City Manager

Employee Organization: Management, Supervisory, Professional, Confidential, and Police Captain
- A-6. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)**
Agency Negotiators: City Manager

Employee Organization: Imperial Police Officers Association
- A-7. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)**
Agency Negotiators: City Manager

Employee Organization: Teamsters Local No. 542
- A-8. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54954.5 (e)**
TITLE: City Manager

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. CONSENT AGENDA:

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

D-1. Approval of Claims/Warrants Report.

D-2. Continue Emergency Action for Repairs at The Barioni Waterline Improvement Project as Declared by Resolution 2021-05.

D-3. Declaration of Public Services Vehicles as Surplus Equipment

D-4. Approval of Final Map and Subdivision Agreement for Morning Start Subdivision Unit 1A, And Authorization for City Clerk to Record Final Maps and Related Documents.

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

**E-1. SUBJECT: DISCUSSION/ACTION: CORONAVIRUS RELIEF UTILITY BILL
DELINQUENCY GRANT PROGRAM**

1. APPROVAL TO FORGIVE PENALTY FEES IN THE AMOUNT OF \$1,301.04.

**E-2. SUBJECT: DISCUSSION/ACTION: IMPERIAL VALLEY LAW ENFORCEMENT
RELAY RUN**

1. AUTHORIZATION FOR EL CENTRO SECTOR US CUSTOMS AND BORDER PROTECTION TO HOLD ITS ANNUAL IMPERIAL VALLEY LAW ENFORCEMENT RELAY RUN WITHIN CITY LIMITS.

E-3. SUBJECT: DISCUSSION/ACTION: ASSEMBLY BILL NO. 1021

1. SUPPORT/OPPOSE ASSEMBLY BILL NO. 1021, AN ACT TO ADD SECTION 56378.2 AND 21562.6 TO THE GOVERNMENT CODE RELATING TO IRRIGATION DISTRICTS.

E-4. SUBJECT: DISCUSSION/ACTION: FURNISHINGS FOR IMPERIAL PUBLIC LIBRARY

1. AUTHORIZATION TO PURCHASE FURNISHINGS FOR THE IMPERIAL PUBLIC LIBRARY

E-5. SUBJECT: DISCUSSION/ACTION: COVID-19 UPDATE

F. REPORTS:

F-1. SUBJECT: DEPARTMENT REPORTS.

F-2. SUBJECT: CITY MANAGER REPORT.

F-3. SUBJECT: MAYOR AND COUNCIL MEMBER REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, APRIL 21, 2021 AT 7:00 P.M.

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

Check Register Report

Date: 04/02/2021

Time: 11:36 am

Page: 1

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								
97634	03/12/21	Reconciled		03/31/21	4058	ACE INDUSTRIAL SUPPLY INC.		1,614.35
97635	03/12/21	Reconciled		03/31/21	1021	AGGREGATE PRODUCTS, INC.		3,826.77
97636	03/12/21	Reconciled		03/31/21	7347	ALEXANDER CALDERA		149.50
97637	03/12/21	Reconciled		03/31/21	638	ALL AMERICAN CLEANING		25.86
97638	03/12/21	Reconciled		03/31/21	195	ALLIED WASTE		118,229.41
97639	03/12/21	Reconciled		03/31/21	5956	AMAZON CAPITAL SERVICES		1,925.44
97640	03/12/21	Reconciled		03/31/21	656	AQUA METRIC		4,660.85
97641	03/12/21	Reconciled		03/31/21	2081	ARAMARK UNIFORM SERVICE		157.27
97643	03/12/21	Reconciled		03/31/21	4400	BABCOCK LABORATORIES, INC.		3,999.00
97644	03/12/21	Reconciled		03/31/21	7158	BLUETARP FINANCIAL, INC.		366.68
97645	03/12/21	Reconciled		03/31/21	674	BRENNTAG		2,107.72
97646	03/12/21	Reconciled		03/31/21	514	CORE & MAIN LP		19,945.62
97647	03/12/21	Reconciled		03/31/21	1302	DAVID TURCH & ASSOCIATES		5,000.00
97648	03/12/21	Printed			7344	DEERE & COMPANY		42,411.72
97649	03/12/21	Reconciled		03/31/21	1056	DELL MARKETING L.P.		431.82
97650	03/12/21	Reconciled		03/31/21	1287	DEMCO, INC.		12,950.77
97651	03/12/21	Reconciled		03/31/21	5134	FORENSIC DRUG TESTING SERVICES		55.00
97652	03/12/21	Reconciled		03/31/21	710	GRAINGER		1,849.24
97653	03/12/21	Reconciled		03/31/21	2096	HOME DEPOT CREDIT SERVICES		515.94
97654	03/12/21	Reconciled		03/31/21	7342	HYLAN WEST, INC.		333,349.98
97655	03/12/21	Reconciled		03/31/21	6065	IER ENVIRONMENTAL SERVICES INC		3,689.23
97656	03/12/21	Reconciled		03/31/21	1336	IMPERIAL LANDFILL- 4136		1,116.78
97657	03/12/21	Reconciled		03/31/21	3187	IMPERIAL TRUSS & LUMBER CO.		38.72
97658	03/12/21	Reconciled		03/31/21	7147	IMPERIAL VALLEY CHRYSLER DODGE		1,446.89
97659	03/12/21	Reconciled		03/31/21	7302	IMPERIAL VALLEY VOLKSWAGEN		12,435.15
97660	03/12/21	Reconciled		03/31/21	7122	ITERIS INC		13,781.24
97661	03/12/21	Reconciled		03/31/21	601	JT TOWING & AUTO REPAIR		95.00
97662	03/12/21	Reconciled		03/31/21	5230	LABOR COMPLIANCE CONSULTANTS		2,800.00
97663	03/12/21	Reconciled		03/31/21	6596	LC ENGINEERING CONSULTANTS INC		38,602.00
97664	03/12/21	Reconciled		03/31/21	1482	ROBBIE'S FLOOR COVERINGS, INC		1,200.00
97665	03/12/21	Reconciled		03/31/21	7343	ROVE ENGINEERING INC		33,423.90
97666	03/12/21	Reconciled		03/31/21	089	SAFEWAY SIGN COMPANY		3,020.37
97667	03/12/21	Reconciled		03/31/21	1239	SHERWIN-WILLIAMS		257.94
97668	03/12/21	Reconciled		03/31/21	2201	SPIESS CONSTRUCTION CO., INC		183,492.50
97669	03/12/21	Reconciled		03/31/21	2293	TOM WATSON, INC		1,010.80
97675	03/12/21	Reconciled		03/31/21	5837	U.S. BANK		13,552.80
97676	03/12/21	Reconciled		03/31/21	7346	VERONICA OCHOA		44.08
97677	03/12/21	Reconciled		03/31/21	1568	WEBB AND ASSOCIATES		46,252.78
97678	03/12/21	Reconciled		03/31/21	1132	WELLS FARGO BANK MN, N.A.		612,369.02
97780	03/24/21	Printed			5201	AIR MED CARE NETWORK		30.00
97781	03/24/21	Printed			023	AIRWAVE COMMUNICATIONS		4,235.04
97782	03/24/21	Reconciled		03/31/21	2357	ALL VALLEY FENCE		4,050.86
97783	03/24/21	Printed			7286	ALL VALLEY URGENT CARE		1,925.00
97784	03/24/21	Reconciled		03/31/21	6306	AMERICAN FIDELITY ASSURANCE		5,719.29
97785	03/24/21	Printed			5287	ANDREA STIFF-RIOS		144.68
97786	03/24/21	Reconciled		03/31/21	2081	ARAMARK UNIFORM SERVICE		271.39

Check Register Report

Date: 04/02/2021

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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								
97787	03/24/21	Reconciled		03/31/21	1066	AT & T		2,257.03
97788	03/24/21	Reconciled		03/31/21	1851	AT&T LONG DISTANCE		120.06
97789	03/24/21	Printed			2173	ATEN EXPRESS INC		170.00
97790	03/24/21	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		7.40
97791	03/24/21	Printed			7146	BEAR ELECTRICAL SOLUTIONS		8,255.60
97792	03/24/21	Printed			1185	BIG J FENCING		183.07
97793	03/24/21	Reconciled		03/31/21	250	BLUE SHIELD OF CALIFORNIA		31,305.98
97794	03/24/21	Reconciled		03/31/21	7158	BLUETARP FINANCIAL, INC.		510.19
97795	03/24/21	Reconciled		03/31/21	6286	BURKE, WILLIAMS & SORENSEN, LL		3,270.00
97796	03/24/21	Printed			455	CALIFORNIA STATE DISBURSEMENT		618.46
97797	03/24/21	Reconciled		03/31/21	3669	CANON		647.97
97798	03/24/21	Printed			6222	CODE EXXPERTS, LLC		795.66
97799	03/24/21	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,824.00
97800	03/24/21	Reconciled		03/31/21	2725	CREDIT BUREAU OF IMPERIAL		35.00
97801	03/24/21	Printed			1287	DEMCO, INC.		320.62
97802	03/24/21	Reconciled		03/31/21	569	DESERT VETERINARY GROUP		80.00
97803	03/24/21	Printed			517	DYNAMIC CONSULTING ENGINEERS		6,950.00
97804	03/24/21	Printed			7352	ERIC FROMM		119.56
97805	03/24/21	Printed			7350	ERIK FREEMAN		12.95
97806	03/24/21	Printed			314	FRANCHISE TAX BOARD		286.59
97807	03/24/21	Reconciled		03/31/21	7132	FRESNO FIRST BANK		73,294.24
97808	03/24/21	Reconciled		03/31/21	2096	HOME DEPOT CREDIT SERVICES		43.54
97809	03/24/21	Printed			203	IMPERIAL COUNTY ADMIN OFFICE		6,319.62
97810	03/24/21	Reconciled		03/31/21	028	IMPERIAL IRRIGATION DISTRICT		9,242.08
97811	03/24/21	Reconciled		03/31/21	4264	IMPERIAL IRRIGATION DISTRICT		7,344.00
97812	03/24/21	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		775.00
97815	03/24/21	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		845.52
97816	03/24/21	Printed			350	IMPERIAL VALLEY PAINT CENTER		286.46
97817	03/24/21	Reconciled		03/31/21	7302	IMPERIAL VALLEY VOLKSWAGEN		9,525.00
97818	03/24/21	Printed			320	INTERNAL REVENUE SERVICE		150.00
97819	03/24/21	Reconciled		03/31/21	1587	JADE SECURITY SYSTEMS, INC.		59.99
97820	03/24/21	Printed			7349	JENNIFER CORDOVA		27.28
97821	03/24/21	Printed			7334	JESSE NORWOOD		103.94
97822	03/24/21	Printed			7348	JITENDRA GOYAL		142.47
97823	03/24/21	Reconciled		03/31/21	642	JORDAN CENTRAL IMPLEMENT CO.		900.73
97824	03/24/21	Printed			7345	JOSE FLORES		299.11
97825	03/24/21	Reconciled		03/31/21	1409	KAMAN INDUSTRIAL TECHNOLOGIES		252.76
97826	03/24/21	Reconciled		03/31/21	2901	KIMBALL MIDWEST		169.25
97827	03/24/21	Reconciled		03/31/21	035	KISCO SALES, INC.		66.63
97828	03/24/21	Reconciled		03/31/21	1647	LA BRUCHERIE IRRIGATION SUPPLY		2,699.75
97829	03/24/21	Reconciled		03/31/21	5230	LABOR COMPLIANCE CONSULTANTS		5,000.00
97830	03/24/21	Reconciled		03/31/21	6596	LC ENGINEERING CONSULTANTS INC		10,695.00
97831	03/24/21	Reconciled		03/31/21	1996	LEE TIRE CO.		2,112.07

Check Register Report

Date: 04/02/2021

Time: 11:36 am

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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								
97832	03/24/21	Reconciled		03/31/21	101	LINCOLN LIFE		1,167.67
97833	03/24/21	Reconciled		03/31/21	401	LOWE'S		648.85
97834	03/24/21	Reconciled		03/31/21	6601	LUIS MARCELES		132.63
97835	03/24/21	Printed			7351	MANUEL GODINEZ		55.20
97836	03/24/21	Reconciled		03/31/21	776	MOSS, LEVY & HARTZHEIM LLP		5,000.00
97837	03/24/21	Printed			7353	NATASHA BURGOS		106.52
97838	03/24/21	Reconciled		03/31/21	4481	O'REILLY		197.93
97839	03/24/21	Printed			084	PITNEY BOWES PURCHASE POWER		400.00
97840	03/24/21	Printed			1776	PRECISION ELECTRIC CO. INC.		1,975.41
97841	03/24/21	Reconciled		03/31/21	2782	PRINCIPAL-SBD GRAND ISLAND		4,885.90
97842	03/24/21	Reconciled		03/31/21	133	RAIN FOR RENT		77.58
97843	03/24/21	Reconciled		03/31/21	694	REXEL OF AMERICA, LLC		1,431.38
97844	03/24/21	Printed			1637	ROMEO'S CAR WASH		132.00
97845	03/24/21	Reconciled		03/31/21	957	SC FUELS		1,507.75
97846	03/24/21	Reconciled		03/31/21	1239	SHERWIN-WILLIAMS		7,170.24
97847	03/24/21	Reconciled		03/31/21	3262	SIMNSA HEALTH PLAN		11,710.76
97848	03/24/21	Reconciled		03/31/21	4561	STATEWIDE TRAFFIC SAFETY AND		24,328.73
97849	03/24/21	Printed			104	TEAMSTERS, LOCAL 542		1,627.00
97850	03/24/21	Printed			6883	ULINE		7,948.69
97851	03/24/21	Printed			275	UNDERGROUND SERVICE ALERT OF		130.59
97852	03/24/21	Reconciled		03/31/21	944	UNITED WAY OF IMPERIAL COUNTY		7.00
97853	03/24/21	Reconciled		03/31/21	6313	US AIR CONDITIONING		2,904.35
97854	03/24/21	Printed			1100	USA BLUEBOOK		2,875.31
97855	03/24/21	Printed			7242	VALLEY DRY CLEANING		60.00
97856	03/24/21	Printed			611	VERIZON WIRELESS		830.09
97857	03/24/21	Reconciled		03/31/21	6900	W.M. LYLES CO.		1,392,590.53
97858	03/24/21	Reconciled		03/31/21	1715	WAXIE SANITARY SUPPLY		558.13
97859	03/24/21	Printed			355	WYMORE, INC.		497.73
97860	04/01/21	Printed			1808	CESAR AGREDANO		675.00
97861	04/01/21	Printed			1190	ICMA RC		1,313.35
97862	04/01/21	Printed			1171	IMPERIAL IRRIGATION DISTRICT -		250.00
97863	04/01/21	Printed			135	SOCALGAS		60.60

Total Checks: 121

Checks Total (excluding void checks): 3,199,959.90

Total Payments: 121

Bank Total (excluding void checks): 3,199,959.90

Total Payments: 121

Grand Total (excluding void checks): 3,199,959.90

DATE SUBMITTED

03/31/2021

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

04/07/2021

COUNCIL ACTION

PUBLIC HEARING REQUIRED

RESOLUTION

ORDINANCE 1ST READING

ORDINANCE 2ND READING

CITY CLERK'S INITIALS

(X)
()
()
()
()
()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: EMERGENCY FOR THE BARIONI BOULEVARD
WATERLINE IMPROVEMENT PROJECT

1. CONTINUE THE EMERGENCY AT THE BARIONI BOULEVARD WATERLINE
IMPROVEMENT PROJECT

DEPARTMENT INVOLVED: CITY COUNCIL

BACKGROUND/SUMMARY:

The City Council acted during their regular meeting on February 17th to declare an emergency at the Barioni Blvd. Waterline Improvement Project. During the March 3rd meeting action was taken to amend the resolution for additional unknown damages including signalization.

FISCAL IMPACT: Unknown

FINANCE
INITIALS

STAFF RECOMMENDATION: Council continue emergency action

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED March 31, 2021
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED April 7, 2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Discuss, Approve/Disapprove declaration of vehicles as surplus.

DEPARTMENT INVOLVED:
Public Services

BACKGROUND/SUMMARY:

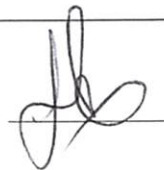
After completing department inventory of fleet, the following vehicles are inoperable and no longer of use to the City and would like to declare them as surplus:

- 2003 Ford F150 Vin: 1FTRX17W23NB15919 - Blown Motor
- Year Unknown Ford F150 Vin: 1FTRF12255NB44759 – Electrical, Motor Issues

FISCAL IMPACT: N/A

FINANCE
INITIALS _____

STAFF RECOMMENDATION: Approval

DEPT. INITIALS 

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ☐
 DISAPPROVED ☐
 REFERRED TO:

REJECTED ☐
 DEFERRED ☐

**Agenda Item
No.**

D-4

DATE SUBMITTED

03/31/2021

COMMUNITY
DEVELOPMENT
DIRECTOR

SUBMITTED BY

DATE ACTION REQUIRED

04/07/2021

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: MORNING STAR SUBDIVISION UNIT 1A FINAL MAP

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MORNING STAR SUBDIVISION UNIT 1A
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 Morning Star Subdivision Unit 1A and finds all items acceptable. The approved cost estimate for required off-site improvements for said Unit 1A is \$2,227,038.35 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of Corporate Surety Bond, similar to those approved in other subdivisions. See Appendix A for details.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

Staff recommends approval of the Final Map for Morning Star Subdivision Unit 1A.

DEPT. INITIALS OM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Appendix A

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

(Government Code sections 66462 and 66463)

(S1) Subdivision: Morning Star Subdivision Unit 1A
(S2) Effective Date: April 7, 2021
(S3) Completion Period: April 7, 2021– April 7, 2022

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Karin Eugenio, Mayor

SUBDIVIDER

By: _____
Heritage Ranch, LLC

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).

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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 sections 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 section 66499, and the City Code, provide as security to the City:

- A. For Performance and Guarantee of the Work: Corporate surety bond in a form acceptable to City in the sum of two million two hundred twenty-seven thousand thirty-eight dollars and thirty-five cents (\$2,227,038.35), which represents the estimated cost of the Work.

Pursuant to Government Code section 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.

- B. For Payment: Corporate surety bond in a form acceptable to City in the sum of two million two hundred twenty-seven thousand thirty-eight dollars and thirty-five cents (\$2,227,038.35), which represents one hundred percent (100%) of the estimated cost of the Work.

Pursuant to Government Code section 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.

- 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 sections 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. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines 1.) that the

Work in fact has been completed and 2.) 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 section 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 section 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 Sections 66496 and 66499 of the Government Code of the State of California.

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.

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)

Clear Form

Print Form

THE BASIS OF SEPARING FOR THIS SURVEY IS S 24°55'21" N W 1/4 15
THE BEARING OF THE SOUTH LINE OF TRACT 15S T15 S R13 E
ACCORDING TO THE RECORD OF SURVEY FILED IN BOOK 4 PAGE 32
OF RECORDS OF SURVEY IN THE COUNTY RECORDS OFFICE.

SURVEYORS' NONVENTATION NOTES:

- [illegible]

9 FOUND 1-1/2" IRON PIPE, TAG ILLEGIBLE, BELIEVED TO BE MONUMENT SET PER PM 2-17 AND ACCEPTED FOR SAID CONER

SOUTHEAST CORNER PARCEL 2 OF PM 6-61

STATE HIGHWAY R/W MONUMENT - HWY 86 - STA 56+79.00

X: 11-00-56 PM 12.00

POUND 3/4" ROD W/ NO 1 AS TOP BROKEN OFF, PUSH WITH SURFACE ORIGIN UNKNOWN ACCEPTED AS RP ONLY AS SHOWN

DOWN (C)
MSTRAND

RECEIVED AS TO DATE: 10/24/2010

FOR SAND CONCRETE

POINT ON WEST R/W LINE OF STATE HWY 66 - STA 50+00 CO
FOUND 6IN SPIKE WITH 1-1/2" BRASS WASHER STAMPED "BARTON"

卷之四

195071 FLIGHT WITH SURFACE. PER 001415

15 FOUND GUN SPIKE WITH 1-1/2" BRASS MASTER STAMPED "ACTION
15 1947" PLUSH WITH SURFACE, PER RS 14-73

LOT CORNER TO PARCEL FOR PM 3-17
SEARCH FOUND NOTHING. SET MONUMENT AS INDICATED

(20) NORTH QUARTER CONSER. TRACT 155
SEARCH FOUND NOTHING. SET MONUMENT AS INDICATED

21
21
NORTHEAST CORNER T AND 2 OF PM BOLD
SEARCH FOUND NOTHING SET MOVEMENT AS INDICATED

36

TO SCALE

0035
512

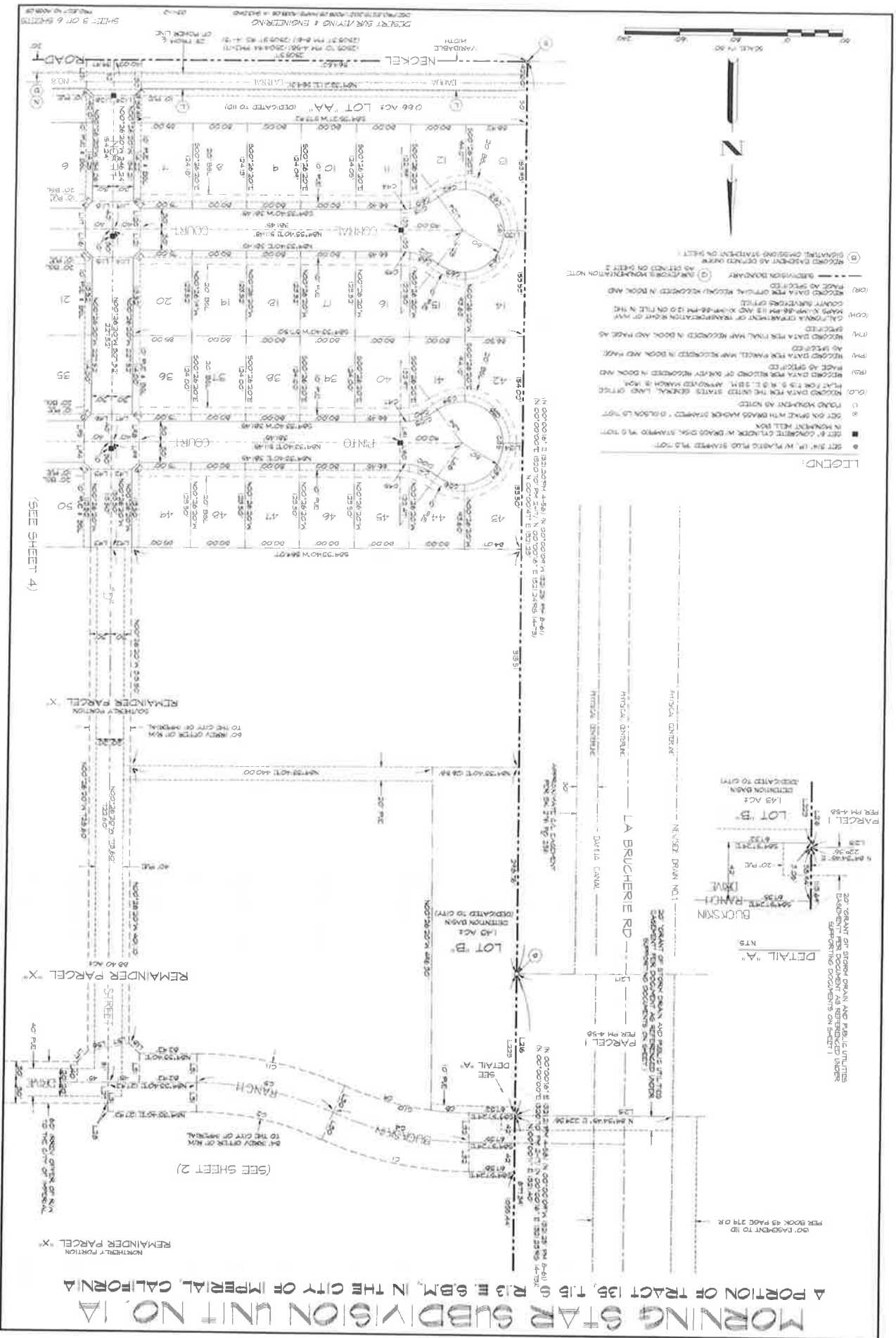
0035
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5/3
53
1.77
90

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(13)
(13)
(13)

88

DATE	DESCRIPTION	AMOUNT	BALANCE
10-1-77	SALES	100.00	100.00
10-2-77	SALES	100.00	200.00
10-3-77	SALES	100.00	300.00
10-4-77	SALES	100.00	400.00
10-5-77	SALES	100.00	500.00
10-6-77	SALES	100.00	600.00
10-7-77	SALES	100.00	700.00
10-8-77	SALES	100.00	800.00
10-9-77	SALES	100.00	900.00
10-10-77	SALES	100.00	1000.00
10-11-77	SALES	100.00	1100.00
10-12-77	SALES	100.00	1200.00
10-13-77	SALES	100.00	1300.00
10-14-77	SALES	100.00	1400.00
10-15-77	SALES	100.00	1500.00
10-16-77	SALES	100.00	1600.00
10-17-77	SALES	100.00	1700.00
10-18-77	SALES	100.00	1800.00
10-19-77	SALES	100.00	1900.00
10-20-77	SALES	100.00	2000.00
10-21-77	SALES	100.00	2100.00
10-22-77	SALES	100.00	2200.00
10-23-77	SALES	100.00	2300.00
10-24-77	SALES	100.00	2400.00
10-25-77	SALES	100.00	2500.00
10-26-77	SALES	100.00	2600.00
10-27-77	SALES	100.00	2700.00
10-28-77	SALES	100.00	2800.00
10-29-77	SALES	100.00	2900.00
10-30-77	SALES	100.00	3000.00
10-31-77	SALES	100.00	3100.00
11-1-77	SALES	100.00	3200.00
11-2-77	SALES	100.00	3300.00
11-3-77	SALES	100.00	3400.00
11-4-77	SALES	100.00	3500.00
11-5-77	SALES	100.00	3600.00
11-6-77	SALES	100.00	3700.00
11-7-77	SALES	100.00	3800.00
11-8-77	SALES	100.00	3900.00
11-9-77	SALES	100.00	4000.00
11-10-77	SALES	100.00	4100.00
11-11-77	SALES	100.00	4200.00
11-12-77	SALES	100.00	4300.00
11-13-77	SALES	100.00	4400.00
11-14-77	SALES	100.00	4500.00
11-15-77	SALES	100.00	4600.00
11-16-77	SALES	100.00	4700.00
11-17-77	SALES	100.00	4800.00
11-18-77	SALES	100.00	4900.00
11-19-77	SALES	100.00	5000.00
11-20-77	SALES	100.00	5100.00
11-21-77	SALES	100.00	5200.00
11-22-77	SALES	100.00	5300.00
11-23-77	SALES	100.00	5400.00
11-24-77	SALES	100.00	5500.00
11-25-77	SALES	100.00	5600.00
11-26-77	SALES	100.00	5700.00
11-27-77	SALES	100.00	5800.00
11-28-77	SALES	100.00	5900.00
11-29-77	SALES	100.00	6000.00
11-30-77	SALES	100.00	6100.00
12-1-77	SALES	100.00	6200.00
12-2-77	SALES	100.00	6300.00
12-3-77	SALES	100.00	6400.00
12-4-77	SALES	100.00	6500.00
12-5-77	SALES	100.00	6600.00
12-6-77	SALES	100.00	6700.00
12-7-77	SALES	100.00	6800.00
12-8-77	SALES	100.00	6900.00
12-9-77	SALES	100.00	7000.00
12-10-77	SALES	100.00	7100.00
12-11-77	SALES	100.00	7200.00
12-12-77	SALES	100.00	7300.00
12-13-77	SALES	100.00	7400.00
12-14-77	SALES	100.00	7500.00
12-15-77	SALES	10	

MORNING STAR SUBDIVISION UNIT NO. 1A
A PORTION OF TRACT 135, T. 5 S. R. 3 E. S. 34,
IN THE CITY OF IMPERIAL, CALIFORNIA



NORTHERLY PORTION
REMAINDER PARCEL "X"

(SEE SHEET 2)

SEE DETAIL A

60 FREE OFFER ON R/W
TO THE CITY OF IMPERIAL

THE UNIVERSITY OF CHICAGO

REMAINDER PARCEL "X"

SOUTHERLY PORTION
REMAINDER PARCEL "X"

(S) (S) (S)

PARCEL 2
NEW YORK

PARCEL 1

LEGEND:

- 8 SET 3/4" I.P. PLASTIC PLUG STAMPED "PLS TGT"
 9 SET OF CONCRETE CYLINDER W/ BRASS DISK STAMPED "PLS TGT"
 (10) MONUMENT WEL. BOX
 9 SET GIN SPIKE WITH BRASS WASHER STAMPED "GOLDEN L5 TGT"
 10 FOUND MONUMENT AS NOTED
 (10) RECORD DATA PER THE UNITED STATES' GENERAL LAND OFFICE
 PLAT FOR T.B.S. 1816, 1817, 1818, APPROVED MARCH 8, 1868.
 (RS) RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK AND
 PAGE AS SPECIFIED
 (PM) RECORD DATA PER PARCEL MAP RECORDED IN BOOK AND PAGE AS
 SPECIFIED
 (TM) RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS
 SPECIFIED
 (CDM) CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY
 MAPS 30-38P-86 PM (15) AND 30-38P-86 PM (20) ON FILE IN THE
 COUNTY SURVEYING OFFICE
 (GR) RECORD DATA PER OFFICIAL RECORD RECORDED IN BOOK AND
 PAGE AS SPECIFIED
 --- SUBSEQUENT DOCUMENT: (12) SURVEYOR'S MONUMENTATION NOTE
 AS SET FORTH ON SHEET 2
 (B) RECORD EASEMENT AS DEFINED UNDER
 SIGNATURE CROSBYING STATEMENT ON SHEET 1

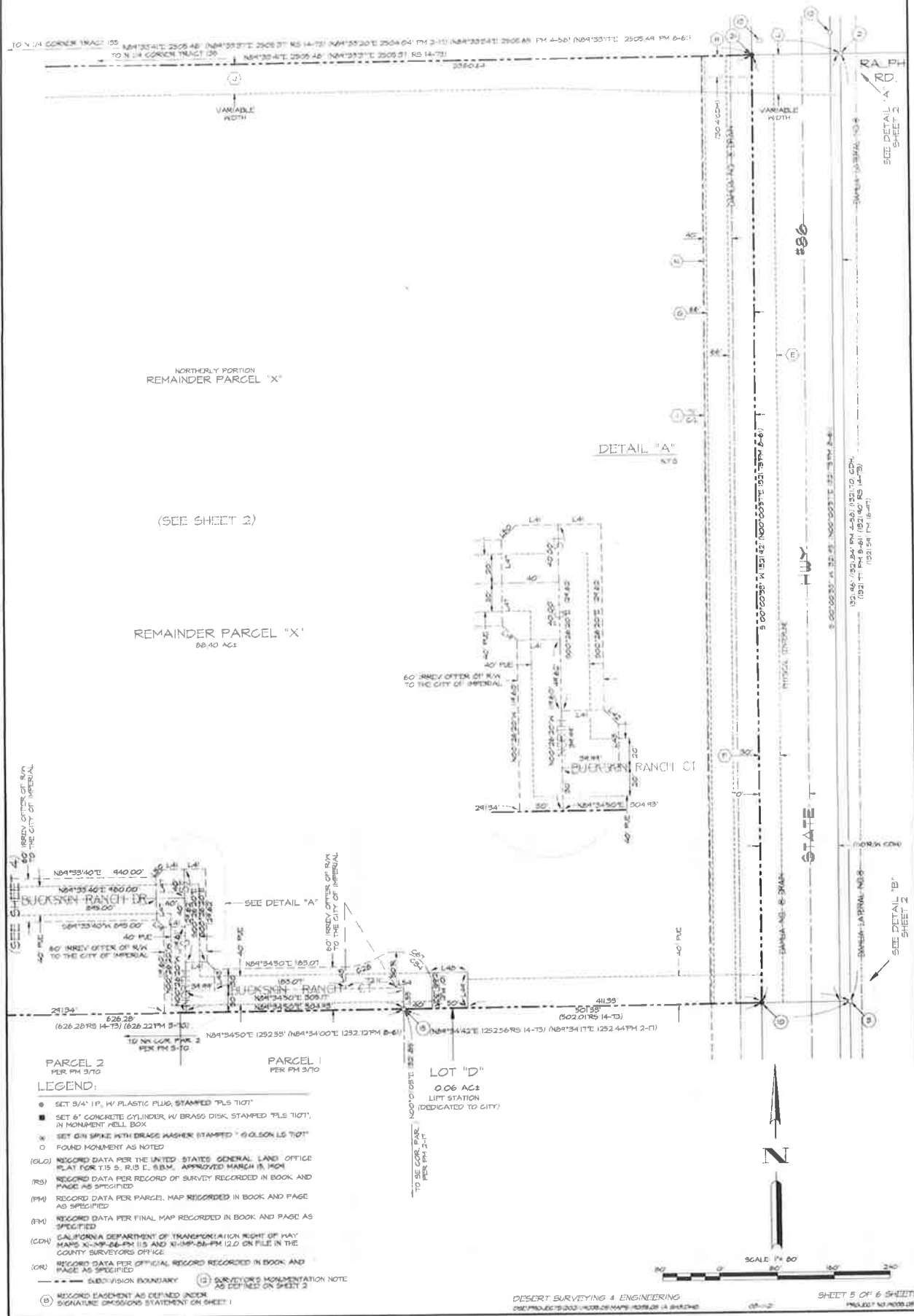
PARCEL
PER OM 0/61

N

SCALE: 1" = 80'

MORNING STAR SUBDIVISION UNIT NO. 1A

A PORTION OF TRACT 135, T.15 S., R.13 E. S.B.M., IN THE CITY OF IMPERIAL, CALIFORNIA



MORNING STAR SUBDIVISION UNIT NO. 1A

A PORTION OF TRACT 135, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, CALIFORNIA

LINE	LENGTH	BEARING	REF	LINE	LENGTH	BEARING	REF	LINE	LENGTH	BEARING	REF	LINE	LENGTH	BEARING	REF
L1				L144	30.00	N 00°26'20" E		L181				L181			
L2				L145	30.00	N 00°26'20" E		L182				L182			
L3				L146	30.00	N 00°26'20" E		L183				L183			
L4				L147	30.00	N 00°26'20" E		L184				L184			
L5				L148	30.00	N 00°26'20" E		L185				L185			
L6				L149	30.00	N 00°26'20" E		L186				L186			
L7				L150				L187				L187			
L8	18.14	S 44°54'20" E		L151				L188				L188			
L9	18.14	S 44°54'20" E		L152				L189				L189			
L10	18.14	S 44°54'20" E		L153				L190				L190			
L11	18.14	S 44°54'20" E		L154	30.00	N 00°26'20" E		L191				L191			
L12	18.14	S 44°54'20" E		L155	30.00	N 00°26'20" E		L192				L192			
L13	18.14	S 44°54'20" E		L156	30.00	N 00°26'20" E		L193				L193			
L14	18.14	S 44°54'20" E		L157	30.00	N 00°26'20" E		L194				L194			
L15	18.14	S 44°54'20" E		L158	30.00	N 00°26'20" E		L195				L195			
L16	18.14	S 44°54'20" E		L159	30.00	N 00°26'20" E		L196				L196			
L17	18.14	S 44°54'20" E		L160	30.00	N 00°26'20" E		L197				L197			
L18	18.14	S 44°54'20" E		L161	30.00	N 00°26'20" E		L198				L198			
L19	18.14	S 44°54'20" E		L162	30.00	N 00°26'20" E		L199				L199			
L20	18.14	S 44°54'20" E		L163	30.00	N 00°26'20" E		L200				L200			
L21	18.14	S 44°54'20" E		L164	30.00	N 00°26'20" E		L201				L201			
L22	18.14	S 44°54'20" E		L165	30.00	N 00°26'20" E		L202				L202			
L23	18.14	S 44°54'20" E		L166	30.00	N 00°26'20" E		L203				L203			
L24	18.14	S 44°54'20" E		L167	30.00	N 00°26'20" E		L204				L204			
L25	18.14	S 44°54'20" E		L168	30.00	N 00°26'20" E		L205				L205			
L26	18.14	S 44°54'20" E		L169	30.00	N 00°26'20" E		L206				L206			
L27	18.14	S 44°54'20" E		L170	30.00	N 00°26'20" E		L207				L207			
L28	18.14	S 44°54'20" E		L171	30.00	N 00°26'20" E		L208				L208			
L29	18.14	S 44°54'20" E		L172	30.00	N 00°26'20" E		L209				L209			
L30	18.14	S 44°54'20" E		L173	30.00	N 00°26'20" E		L210				L210			
L31	18.14	S 44°54'20" E		L174	30.00	N 00°26'20" E		L211				L211			
L32	18.14	S 44°54'20" E		L175	30.00	N 00°26'20" E		L212				L212			
L33	18.14	S 44°54'20" E		L176	30.00	N 00°26'20" E		L213				L213			
L34	18.14	S 44°54'20" E		L177	30.00	N 00°26'20" E		L214				L214			
L35	18.14	S 44°54'20" E		L178	30.00	N 00°26'20" E		L215				L215			
L36	18.14	S 44°54'20" E		L179	30.00	N 00°26'20" E		L216				L216			
L37	18.14	S 44°54'20" E		L180	30.00	N 00°26'20" E		L217				L217			
L38	18.14	S 44°54'20" E		L181	30.00	N 00°26'20" E		L218				L218			
L39	18.14	S 44°54'20" E		L182	30.00	N 00°26'20" E		L219				L219			
L40	18.14	S 44°54'20" E		L183	30.00	N 00°26'20" E		L220				L220			
L41	18.14	S 44°54'20" E		L184	30.00	N 00°26'20" E		L221				L221			
L42	18.14	S 44°54'20" E		L185	30.00	N 00°26'20" E		L222				L222			
L43	18.14	S 44°54'20" E		L186	30.00	N 00°26'20" E		L223				L223			
L44	18.14	S 44°54'20" E		L187	30.00	N 00°26'20" E		L224				L224			
L45	18.14	S 44°54'20" E		L188	30.00	N 00°26'20" E		L225				L225			
L46	18.14	S 44°54'20" E		L189	30.00	N 00°26'20" E		L226				L226			
L47	18.14	S 44°54'20" E		L190	30.00	N 00°26'20" E		L227				L227			
L48	18.14	S 44°54'20" E		L191	30.00	N 00°26'20" E		L228				L228			
L49	18.14	S 44°54'20" E		L192	30.00	N 00°26'20" E		L229				L229			
L50	18.14	S 44°54'20" E		L193	30.00	N 00°26'20" E		L230				L230			
L51	18.14	S 44°54'20" E		L194	30.00	N 00°26'20" E		L231				L231			
L52	18.14	S 44°54'20" E		L195	30.00	N 00°26'20" E		L232				L232			
L53	18.14	S 44°54'20" E		L196	30.00	N 00°26'20" E		L233				L233			
L54	18.14	S 44°54'20" E		L197	30.00	N 00°26'20" E		L234				L234			
L55	18.14	S 44°54'20" E		L198	30.00	N 00°26'20" E		L235				L235			
L56	18.14	S 44°54'20" E		L199	30.00	N 00°26'20" E		L236				L236			
L57	18.14	S 44°54'20" E		L200	30.00	N 00°26'20" E		L237				L237			
L58	18.14	S 44°54'20" E		L201	30.00	N 00°26'20" E		L238				L238			
L59	18.14	S 44°54'20" E		L202	30.00	N 00°26'20" E		L239				L239			
L60	18.14	S 44°54'20" E		L203	30.00	N 00°26'20" E		L240				L240			
L61	18.14	S 44°54'20" E		L204	30.00	N 00°26'20" E		L241				L241			
L62	18.14	S 44°54'20" E		L205	30.00	N 00°26'20" E		L242				L242			
L63	18.14	S 44°54'20" E		L206	30.00	N 00°26'20" E		L243				L243			
L64	18.14	S 44°54'20" E		L207	30.00	N 00°26'20" E		L244				L244			
L65	18.14	S 44°54'20" E		L208	30.00	N 00°26'20" E		L245				L245			
L66	18.14	S 44°54'20" E		L209	30.00	N 00°26'20" E		L246				L246			
L67	18.14	S 44°54'20" E		L210	30.00	N 00°26'20" E		L247				L247			
L68	18.14	S 44°54'20" E		L211	30.00	N 00°26'20" E		L248				L248			
L69	18.14	S 44°54'20" E		L212	30.00	N 00°26'20" E		L249				L249			
L70	18.14	S 44°54'20" E		L213	30.00	N 00°26'20" E		L250				L250			
L71	18.14	S 44°54'20" E		L214	30.00	N 00°26'20" E		L251				L251			
L72	18.14	S 44°54'20" E		L215	30.00	N 00°26'20" E		L252				L252			
L73	18.14	S 44°54'20" E		L216	30.00	N 00°26'20" E		L253				L253			
L74	18.14	S 44°54'20" E		L217	30.00	N 00°26'20" E		L254				L254			
L75	18.14	S 44°54'20" E		L218	30.00	N 00°26'20" E		L255				L255			
L76	18.14	S 44°54'20" E		L219	30.00	N 00°26'20" E		L256				L256			
L77	18.14	S 44°54'20" E		L220	30.00	N 00°26'20" E		L257				L257			
L78	18.14	S 44°54'20" E		L221	30.00	N 00°26'20" E		L258				L258			
L79	18.14	S 44°54'20" E		L222	30.00	N 00°26'20" E		L259				L259			
L80	18.14	S 44°54'20" E		L223	30.00	N 00°26'20" E		L260				L260			
L81	18.14	S 44°54'20" E		L224	30.00	N 00°26'20" E		L261				L261			
L82	18.14	S 44°54'20" E		L225	30.00	N 00°26'20" E		L262				L262			
L83	18.14	S 44°54'20" E		L226	30.00	N 00°26'20" E		L263				L263			
L84	18.14	S 44°54'20" E		L227	30.00	N 00°26'20" E		L264				L264			
L85	18.14	S 44°54'20" E		L228	30.00	N 00°26'20" E		L265				L265			
L86	18.14	S 44°54'20" E		L229	30.00	N 00°26'20" E		L266				L266			
L87	18.14	S 44°54'20" E		L230	30.00	N 00°26'20" E		L267				L267			
L88	18.14	S 44°54'20" E		L231	30.00	N 00°26'20" E		L268				L268			
L89	18.14	S 44°54'20" E		L232	30.00	N 00°26'20" E		L269				L269			
L90	18.14	S 44°54'20" E		L233	30.00	N 00°26'20" E		L270				L270			
L91	18.14	S 44°54'20" E		L234	30.00	N 00°26'20" E		L271				L271			
L92	18.14	S 44°54'20" E		L235	30.00	N 00°26'20" E		L272				L272			
L93	18.14	S 44°54'20" E		L236	30.00	N 00°26'20" E		L273				L273			
L94	18.14	S 44°54'20" E		L237	30.00	N 00°26'20" E		L274				L274			
L95	18.14	S 44°54'20" E		L238	30.00	N 00°26'20" E		L275				L275			
L96	18.14	S 44°54'20" E		L239	30.00	N 00°26'20" E		L276				L276			
L97	18.14	S 44°54'20" E		L240	30.00	N 00°26'20" E		L277				L277			
L98	18.14	S 44°54'20" E		L241	30.00	N 00°26'20" E		L278				L278			
L99	18.14	S 44°54'20" E		L242	30.00	N 00°26'20" E		L279				L279			
L100	18.14	S 44°54'20" E		L243	30.00	N 00°26'20" E		L280				L280			
L101	18.14	S 44°54'20" E		L244	30.00</										



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 R. 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

Denise Carraux

Denise Carraux
Secretary

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

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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 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

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.: 1015026-2

Customer Reference:

Guarantee No.: G-2910-1847

Amount of Liability: \$1,000.00

Date of Guarantee: February 17, 2021 at 7:30AM

Fee: \$400.00

Name of Assured:

Heritage At Dahlia Ranch, LLC , a California limited liability company, and Coast Imperial Partners, LLC, a California limited liability company and Barioni & Roben Land Co., LLC, a California limited liability company

1. Subdivision Map Reference:

Morning Star Subdivision Unit No. 1A

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

See Exhibit "A" Attached Hereto

3. 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: Heritage At Dahlia Ranch, LLC, a California limited liability company, as to Parcel 2 and Coast Imperial Partners, LLC, a California limited liability company, as to an undivided 82% interest and Barioni & Roben Land Co., LLC, a California limited liability company, as to an undivided 18% interest as to Parcel 3

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1015026-2

Guarantee No.: G-2910-1847

Parcels 2 and 3 of Parcel Map No. M-2013, in the City of Imperial, County of Imperial, State of California,
as shown by Map on File in Book 8 Page 61 of Parcel Maps, Records of Imperial County, California.

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

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Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4443873
Premium: \$36,406.00

WHEREAS, Heritage at Dahlia Ranch, LLC (herein designated as "Principal"), and City of Imperial (herein designated as "Obligee") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, and identified as project On-Site Improvements - Morningstar Phase 1A, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Two Million Two Hundred Twenty-Seven Thousand Thirty-Eight and 35/100 dollars (\$ 2,227,038.35) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

3131 Camino del Rio N. ■ Suite 1450 ■ San Diego, CA 92108
619-400-4100 ■ Toll Free 800-288-0351 ■ Fax 619-400-4101

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on March 8, 2021.

Principal

Address of Principal:

341 W. Crown Court

Imperial, CA 92251

Heritage at Dahlia Ranch, LLC

By:

 Pres.

Address of Surety:

3131 Camino del Rio N., Suite 1450

San Diego, CA 92108

619-400-4100

Surety

SureTec Insurance Company

By:


Daniel Huckabay, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

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 Orange)

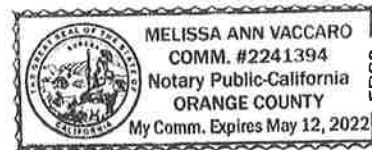
On 03/08/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS; That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Seal at the County of Henrico, the day and year first above written.



By:

Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of March, 2021.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Richard R. Grinnan, Vice President and Secretary



LABOR AND MATERIAL'S BOND

(Subdivision Improvements)

Bond No. : 4443873

Premium: Included in Performance Bond

WHEREAS, Heritage at Dahlia Ranch, LLC (herein designated as "principal"), and City of Imperial (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, and identified as project On-Site Improvements - Morningstar Phase 1A, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Imperial to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Imperial and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of Two Million Two Hundred Twenty-Seven Thousand Thirty-Eight and 35/100 dollars (\$2,227,038.35), for materials furnished or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on March 8, 2021.

Principal

Address of Principal:

**341 W. Crown Court
Imperial, CA 92251**

Heritage at Dahlia Ranch, LLC

By:



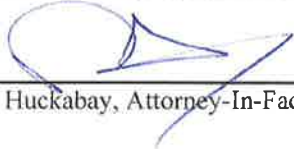
Address of Surety:

**3131 Camino del Rio N., Suite 1450
San Diego, CA 92108
619-400-4100**

Surety

SureTec Insurance Company

By:


Daniel Huckabay, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

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 Orange)

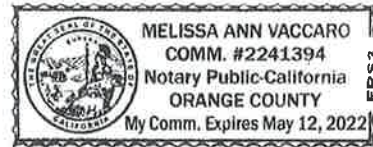
On 03/08/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:

Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of March, 2021.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Richard R. Grinnan, Vice President and Secretary



SureTec Insurance Company
3131 Camino del Rio N., Suite 1450 San Diego CA 92108
Phone (800) 288-0351
www.SureTec.com

Bond No. 4443874
Premium: \$375.00

MONUMENT BOND

Subdivision Map Act Bond Format

WHEREAS, **Heritage at Dahlia Ranch, LLC**, hereinafter designated as "Principal", desires to record a final map for the development identified as: **On-Site Improvements - Morningstar Phase 1A**

WHEREAS, pursuant to Article 9, Chapter 1, Division 2, SUBDIVISION, of the Government Code of the State of California, the interior monuments shown on said final map need not be set at the time the map is recorded and said "Principal" wishes to have the interior monuments set after the time the map is recorded. Said "Principal" agrees to furnish a security guaranteeing the cost of setting such monuments.

NOW, THEREFORE, We, the "Principal" and **SureTec Insurance Company**, as Surety, are held and firmly bound unto the **City of Imperial** in the penal sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation is such that if the monuments are set, and the engineer or surveyor setting the final monuments shall have been paid, then this obligation shall become null and void. Otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the amount of deposit specified above, it is agreed that we shall pay the costs and reasonable expenses and fees, including reasonable attorney's fees, if any, incurred by the City in successfully enforcing such obligation against us, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **March 8, 2021**.

Principal

Heritage at Dahlia Ranch, LLC

By: _____

Surety

SureTec Insurance Company

By: _____

Daniel Huckabay, Attorney-in-fact

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 Orange

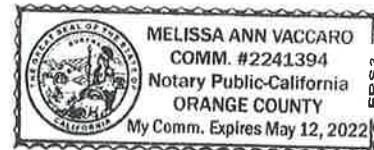
On March 8, 2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By:


Michael C. Keimig, President



Markel Insurance Company

By:


Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:


Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of March, 2021.

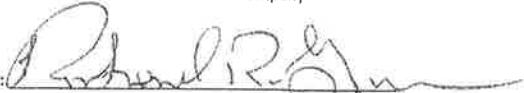
SureTec Insurance Company

By:


M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:


Richard R. Grinnan, Vice President and Secretary

**Agenda Item
No.** _____

DATE SUBMITTED

03/31/2021
COMMUNITY
DEVELOPMENT
DIRECTOR

SUBMITTED BY

DATE ACTION REQUIRED

04/07/2021

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: MORNING STAR SUBDIVISION UNIT 1A FINAL MAP

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MORNING STAR SUBDIVISION UNIT 1A
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 Morning Star Subdivision Unit 1A and finds all items acceptable. The approved cost estimate for required off-site improvements for said Unit 1A is \$2,227,038.35 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of Corporate Surety Bond, similar to those approved in other subdivisions.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

Staff recommends approval of the Final Map for Morning Star Subdivision Unit 1A.

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

Appendix A

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: 063-010-079-000

AND 063-010-080-000

ABOVE SPACE FOR RECORDER'S USE ONLY

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

Coast Imperial Partners, LLC A California Limited-Liability Company, (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.

Final Map of Moring Star Subdivision - Unit No. 1A, a subdivision of Parcels 2 and 3 of Parcel Map No. M-2013, in the City of Imperial, County of Imperial, State of California, as shown by map on file in Book 8, Page 61 of Parcel Maps on file in the Office of the County Recorder of Imperial County.

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.

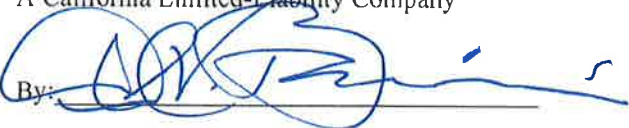
7. Scope: This agreement and conveyance shall bind the parties hereto, their heirs, administrators, executors, successors, and assigns, and each and every one of them as though specifically named herein, and is joined in by Grantee by the acceptance and recording thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 12th day of May, ~~2019~~ 2020

"GRANTOR"

Coast Imperial Partners, LLC

A California Limited-Liability Company

By: 

Donald Vick Barioni

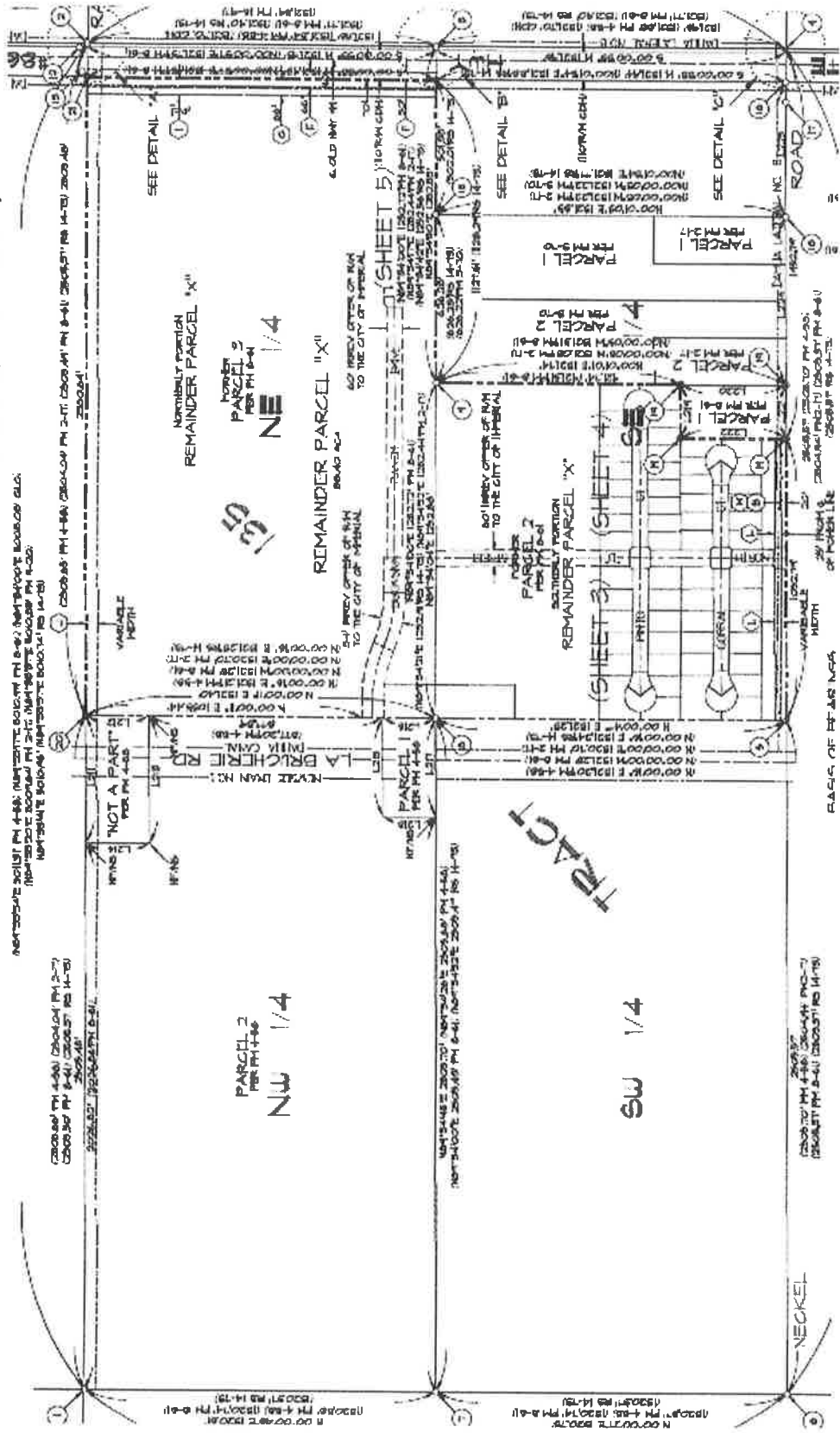
Print Name

Title

(Attach appropriate notary acknowledgment)

MORNING STAR SUBDIVISION UNIT NO. 1A

A PORTION OF TRACK 135, T.15 S., R.13 E., SBM, IN TH CITY OF IMPERIAL, CALIFORNIA,



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 San Diego

On May 12, 2020 before me, Amanda N. Fogg
(insert name and title of the officer)

Personally appeared Donald Vick Barioni
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)



CERTIFICATE OF ACCEPTANCE
(Section 27281, Government Code, 1990)

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE OVERFLIGHT EASEMENT DATED May 12, 2020 FROM COAST IMPERIAL PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO THE COUNTY OF IMPERIAL, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, IS HEREBY ACCEPTED BY THE PLANNING DIRECTOR IN HIS CAPACITY AS A SECRETARY TO THE AIRPORT LAND USE COMMISSION, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF THE BOARD OF SUPERVISORS ADOPTED ON MAY 11, 1993, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED: 6-16-2020

By: 
MICHAEL ABRAHAM FOR
JIM MINNICK, PLANNING DIRECTOR
COUNTY OF IMPERIAL

RECORDING REQUESTED BY:

City of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, Ca. 92251

AND WHEN RECORDED MAIL TO:

City of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, Ca. 92251

Grant of Storm Drain and Public Utilities Easement

Documentary Transfer Tax: Exempt (R&T Code Section 11922)

Recording Fee: Exempt (Government Code 11922)

Coast Imperial Partners, LLC, a California limited liability company (**Grantor**), does(do) hereby grant, convey and offers to dedicate to the **City of Imperial (Grantee)**, an easement and incidents thereto for a Storm Drain and Public Utilities upon, over and across that certain real property in the City of Imperial, County of Imperial, State of California, described as:

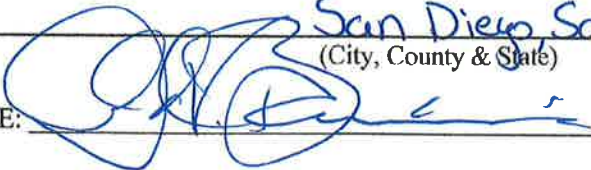
See attached Exhibit "A"

The Grantor(s), for himself(herself)(themselves), his (her)(their) successors and assigns hereby waive(s) any claim for any and all damages to grantors remaining property contiguous to the easement hereby conveyed by reason of the location, construction, landscaping or maintenance of said Storm Drain and and/or Public Utilities.

In witness whereof, said Grantor(s) has (have) caused his (her) (their) name(s)

To be hereunto subscribed this 12th day of May, 2020 at

San Diego, San Diego, California
(City, County & State)

SIGNATURE: 

(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 San Diego

On May 12, 2020 before me, Amanda N. Fogg
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



Exhibit "A"

That portion of Parcel 2 of Parcel Map No. M-1125, in the City of Imperial, County of Imperial, State of California, shown by map on file in Book 4, Page 58 of Parcel Maps, Records of Imperial County, California, described as follows:

The south 20' of that portion of said Parcel 2 lying immediately north of and adjacent to the north line of Parcel 1 of said PM No. M-1125 and east of the centerline of Newside Drain No.1.



Aug 22, 2019



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

**ENGINEER'S COST ESTIMATE
FOR ON-SITE IMPROVEMENTS
MORNINGSTAR PHASE 1A**

Date: March 24, 2021

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>Water</u>				
18" DIA. PVC PIPE	L.F.	1,934	\$90.00	\$174,090.60
12" DIA. PVC PIPE	L.F.	696	\$70.00	\$48,726.30
8" DIA. PVC PIPE	L.F.	2,076	\$55.00	\$114,199.25
18" X 12" TEE	EA.	1	\$2,400.00	\$2,400.00
8" X 6" TEE	EA.	5	\$1,200.00	\$6,000.00
8" X 45° ELBOW	EA.	4	\$1,200.00	\$4,800.00
12" X 8" CROSS	EA.	2	\$2,400.00	\$4,800.00
18" WATER VALVE	EA.	3	\$5,900.00	\$17,700.00
12" WATER VALVE	EA.	5	\$3,200.00	\$16,000.00
8" WATER VALVE	EA.	4	\$2,040.00	\$8,160.00
6" FIRE HYDRANT ASSEMBLY	EA.	9	\$5,500.00	\$49,500.00
2" BLOW OFF ASSM.	EA.	1	\$865.00	\$865.00
CONNECTION TO EXISTING 18" WATER LINE	EA.	1	\$5,000.00	\$5,000.00
WATER SERVICE	EA.	58	\$700.00	\$40,600.00
				\$492,841.15
<u>Sewer</u>				
12" DIA. PVC SDR 35 PIPE	L.F.	-	\$88.00	
8" DIA. PVC SDR 35 PIPE	L.F.	2,424	\$70.00	\$169,680.00
4" DIA. SEWER SERVICE	EA.	58	\$700.00	\$40,600.00
6" DIA FORCE MAIN	L.F.	1,416	\$70.00	\$99,137.50
SEWER MANHOLE	EA.	10	\$5,500.00	\$55,000.00
LIFT STATION	EA.	1	\$200,000.00	\$200,000.00
				\$564,417.50
<u>Storm Drain</u>				
36" DIA. PVC STORM DRAIN	L.F.	-	\$105.00	
30" DIA. PVC STORM DRAIN	L.F.	107	\$91.00	\$9,737.00
24" DIA. PVC STORM DRAIN	L.F.	93	\$75.00	\$6,975.00
18" DIA. PVC STORM DRAIN	L.F.	80	\$45.00	\$3,600.00
12" DIA. PVC STORM DRAIN	L.F.	-	\$30.00	
SD MANHOLE	EA.	4	\$5,500.00	\$22,000.00
SD JUNCTION BOX	EA.	-		
SD CATCH BASIN	EA.	4	\$4,800.00	\$19,200.00
SD INLET/OUTLET STRUCTURE	EA.	1	\$8,000.00	\$8,000.00
CONNECTION TO EXISTING 18" SD LINE	EA.	1	\$1,000.00	\$1,000.00
				\$70,512.00
<u>Curb & Sidewalk</u>				
6" CURB & GUTTER	L.F.	6,159	\$12.00	\$73,905.84
DRIVEWAY ACCESS	SQ.FT.	15,370	\$8.00	\$122,960.00
HANDICAP CURB RETURNS	SQ.FT.	2,554	\$5.00	\$12,768.00
SIDEWALK	SQ.FT.	9,791	\$5.00	\$48,955.45
CROSS GUTTER	SQ.FT.	843	\$12.00	\$10,116.24
				\$268,705.53

Electrical

STREET LIGHTS	EA.	9	\$5,000.00	\$45,000.00
UNDERGROUND ELECTRIC	EA.	58	\$1,750.00	\$101,500.00
				\$146,500.00

Earthwork (RAW)

CUT	CYD	27,677	\$2.00	\$55,353.76
FILL	CYD	23,567	\$2.25	\$53,026.38
IMPORT	CYD			
				\$108,380.14

A.C. Pavement

4" AC/18" CL II BASE/12" SUBGRADE	SF	11,917	\$6.50	\$77,459.14
4" AC/12" CL II BASE/12" SUBGRADE	SF	9,035	\$6.00	\$54,209.76
3" AC/10" CL II BASE/12" SUBGRADE	SF	22,828	\$5.50	\$125,555.10
2" GRIND & OVERLAY	SF	26,000	\$2.25	\$58,500.00
				\$315,724.00

Miscellaneous

MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	5	\$375.00	\$1,875.00
INSTALL STREET NAME SIGN	EA	5	\$375.00	\$1,875.00
STREET STRIPING	L.S.	1	\$5,000.00	\$5,000.00
WOOD BARRICADE	EA	1	\$3,750.00	\$3,750.00
STAKING	L.S.	1	\$25,000.00	\$25,000.00
SOIL TESTING	L.S.	1	\$10,000.00	\$10,000.00
				\$57,500.00

SUB-TOTAL	\$2,024,580.32
10% Contingency	202,458.03
TOTAL	\$2,227,038.35



3/24/2021

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.

[t] 760.353.8110
[f] 760.352.6408

1065 State St.
El Centro, CA 92243

info@lcec-inc.com
lcec-inc.com

DATE SUBMITTED 4/2/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 4/7/2021

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: UTILITY BILL DELINQUENCY GRANT PROGRAM

1. APPROVAL TO FORGIVE PENALTY FEES IN THE AMOUNT OF \$1,301.04.

DEPARTMENT INVOLVED: City Manager's Office and Administrative Services

BACKGROUND/SUMMARY:

The City has completed our second round of utility bill delinquency grant awards. We ask the City Council to waive penalties assessed on those accounts in the amount of \$1,304.04. The total amount to be awarded to City utility account holders is \$14,850.33.

FISCAL IMPACT: \$16,151.37

ADMIN SERV
INITIALS _____

STAFF RECOMMENDATION: It is staff's recommendation to forgive the penalty fees assessed on the approved accounts.

DEPT. INITIALS AB

MANAGER'S RECOMMENDATION: Agrees with staff's recommendation

CITY
MANAGER'S
INITIALS _____

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

CORONAVIRUS RELIEF ASSISTANCE PROGRAM- 2nd Round

	APPLICATION	ID	PROOF	BILL	PAST DUE AMOUNT	LATE FEE	TOTAL
1	X	X	X	X	\$1,000.00	\$121.28	\$1,121.28
2	X	X	X	X	\$708.02	\$67.44	\$775.46
3	X	X	X	X	\$440.22	\$40.72	\$480.94
4	X	X	X	X	\$750.00	\$0.00	\$750.00
5	X	X	X	X	\$702.40	\$48.43	\$750.83
6	X	X	X	X	\$268.25	\$36.93	\$305.18
7	X	X	X	X	\$1,000.00	\$244.22	\$1,244.22
8	X	X	X	X	\$750.00	\$37.53	\$787.53
9	X	X	X	X	\$1,000.00	\$13.05	\$1,013.05
10	X	X	X	X	\$265.95	\$0.00	\$265.95
11	X	X	X	X	\$809.88	\$19.87	\$829.75
12	X	X	X	X	\$243.95	\$9.55	\$253.50
13	X	X	X	X	\$1,000.00	\$125.39	\$1,125.39
14	X	X	X	X	\$345.31	\$18.04	\$363.35
15	X	X	X	X	\$184.86	\$0.00	\$184.86
16	X	X	X	X	\$1,000.00	\$208.09	\$1,208.09
17	X	X	X	X	\$507.03	\$45.56	\$552.59
18	X	X	X	X	\$636.41	\$59.95	\$696.36
19	X	X	X	X	\$1,000.00	\$121.54	\$1,121.54
20	X	X	X	X	\$1,000.00	\$0.00	\$1,000.00
21	X	X	X	X	\$1,000.00	\$61.04	\$1,061.04
22	X	X	X	X	\$238.05	\$22.41	\$260.46
					<u>\$14,850.33</u>	<u>\$1,301.04</u>	<u>\$16,151.37</u>

Agenda Item
No.

E-2

DATE SUBMITTED 03/31/21
SUBMITTED BY Community Services
Department - Haller
DATE ACTION REQUIRED 04/7/21

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:
CONSIDERATION TO ALLOW THE "IMPERIAL VALLEY LAW
ENFORCEMENT RELAY RUN" TO HOLD ITS EVENT WITHIN CITY LIMITS
1. AUTHORIZATION FOR EL CENTRO SECTOR U.S. CUSTOMS AND BORDER
PROTECTION TO HOLD ITS ANNUAL IMPERIAL VALLEY LAW ENFORCEMENT
RELAY RUN WITHIN CITY LIMITS

DEPARTMENT INVOLVED: COMMUNITY SERVICES

BACKGROUND/SUMMARY:

El Centro Sector U.S. Customs and Border Protection is scheduled to hold its Annual "Imperial Valley Law Enforcement Relay Run" on Saturday, May 15, 2021 during National Police Week. The run starts at 6AM and ends at approximately 10AM. The border patrol acquires a County encroachment permit for the run and requests approval from City Council to hold its relay within city limits. Safety vehicles are required for each team.

The 24-mile relay is run by co-ed teams consisting of 10 law enforcement officers with approximately 15 teams participating; 10-15 officers run at each leg. Each team runs in honor of a fallen officer with the officer's name engraved on the baton that is carried throughout the race. This baton is presented to the surviving family following the run.

Legs

Leg 1- 3 mi/NE side of BP station to Aten and Old Highway 111
Leg 2- 1.5 mi Aten/Old 111 to Worthington
Leg 3- 2.5 mi Worthington/Old 111 to Harris
Leg 4- 3 mi Harris/Old 111 to Carey Road
Leg 5- 2 mi Carey Rd/Old 111 to Mead
Leg 6- 2 mi Mead/Old 111 to Carey Rd
Leg 7- 3 mi Carey/Old 111 to Harris
Leg 8- 2.5 mi Harris/Old 111 to Worthington
Leg 9- 1.5 mi Worthington/Old 111 to Aten
Leg 10= 3 mi Aten/Old 111 to ECBP station

FISCAL IMPACT:

There is no significant impact.

FINANCE
INITIALS _____

STAFF RECOMMENDATION:

Staff recommends authorization for the U.S. Customs and Border Protection to hold its Annual I. V. Law Enforcement Relay Run within city limits.

DEPT. INITIALS AKL

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED 4/2/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 4/7/2021

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: ASSEMBLY BILL 1021 1. SUPPORT/OPPOSE ASSEMBLY BILL NO. 1021, AN ACT TO ADD SECTION 56378.2 AND 21562.6 TO THE GOVERNMENT CODE RELATING TO IRRIGATION DISTRICTS.	
DEPARTMENT INVOLVED: City Manager's Office	
BACKGROUND/SUMMARY: Please see the attached assembly bill summary regarding the proposed additions of Section(s) 56378.2 and 21562.6 to the Water Code, relating to Irrigation Districts.	
FISCAL IMPACT: N/A	ADMIN SERV INITIALS _____
STAFF RECOMMENDATION: It is staff's recommendation to oppose AB 1021, unless amended, and recommend that Assemblymember Aguiar-Curry work directly with IID and CVWD.	DEPT. INITIALS <u>AB</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____
MOTION:	
SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

AMENDED IN ASSEMBLY MARCH 18, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL

No. 1021

Introduced by Assembly Member Mayes

February 18, 2021

~~An act to amend Section 21550 of the Water Code, relating to irrigation districts. An act to add Section 56378.2 to the Government Code, and to add Section 21562.6 to the Water Code, relating to irrigation districts.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 1021, as amended, Mayes. ~~Irrigation districts; divisions. Imperial Irrigation District.~~

(1) The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the authority and procedure for the initiation, conduct, and completion of changes of organization, reorganization, and sphere of influence changes for cities and districts, as specified. Under the act, each local agency formation commission is required to initiate and make studies of existing governmental agencies, including, but not limited to, studies to determine each local agency's maximum service area and service capacities.

This bill would require the commissions for the County of Imperial and the County of Riverside to conduct and publish on their internet websites, by December 1, 2022, a joint study of voting rights, and options for providing electricity, in the Imperial Irrigation District. The bill would require the joint study to include a description of voting rights in the district and a determination of whether and how the district can extend voting rights to its residents, as well as options for providing electricity in the district's jurisdiction and other affected service areas,

in the circumstance that the district desires to no longer provide electrical service in its jurisdiction. By imposing new duties on the specified local agency formation commissions, the bill would impose a state-mandated local program.

(2) Existing law, the Irrigation District Law, with certain exceptions, requires a director on the board of an irrigation district that provides electricity for residents of the district to be a voter of the district and a resident of the division that the director represents. Existing law authorizes an irrigation district to sell, dispose of, and distribute electricity for use outside of the district's boundaries.

This bill would require the membership of the board of directors of the Imperial Irrigation District to increase from 5 to 8 members, with the 3 additional directors being nonvoting members with all of the other rights as the existing directors, and meeting certain qualifications. The bill would require the 3 nonvoting directors to be appointed by the county supervisor who represents the Fourth District on the Board of Supervisors of the County of Riverside, thereby imposing a state-mandated local program.

(3) This bill would make legislative findings and declarations as to the necessity of a special statute for the Imperial Irrigation District.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law, the Irrigation District Law, provides for the formation of irrigation districts with prescribed powers. The law authorizes an irrigation district to control, distribute, store, spread, sink, treat, purify, recapture, and salvage any water, as specified. Existing law provides that each district shall contain 5 divisions unless otherwise specified.~~

~~This bill would make a nonsubstantive change to the law providing for those 5 divisions.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

1 *SECTION 1. Section 56378.2 is added to the Government Code,*
2 *to read:*

3 *56378.2. Notwithstanding any other law, the commissions for*
4 *the County of Imperial and the County of Riverside shall conduct*
5 *and publish on their internet websites, by December 1, 2022, a*
6 *joint study of both of the following:*

7 *(a) Voting rights in the Imperial Irrigation District. The joint*
8 *study shall include a description of voting rights in the district and*
9 *a determination of whether and how the district can extend voting*
10 *rights to its residents.*

11 *(b) Options for providing electricity in the Imperial Irrigation*
12 *District's jurisdiction and other affected service areas, in the*
13 *circumstance that the district desires to no longer provide electrical*
14 *service in its jurisdiction.*

15 *SEC. 2. Section 21562.6 is added to the Water Code, to read:*

16 *21562.6. (a) This section applies to the Imperial Irrigation*
17 *District.*

18 *(b) Notwithstanding Sections 21100 and 21550 and Division 3*
19 *(commencing with Section 56000) of Title 5 of the Government*
20 *Code, the membership of the board of directors shall increase*
21 *from five to eight.*

22 *(c) The directors of the board added pursuant to subdivision*
23 *(b) shall be nonvoting directors with all of the other rights as*
24 *existing directors.*

25 *(d) The nonvoting directors shall be appointed by the county*
26 *supervisor who represents the Fourth District on the Board of*
27 *Supervisors of the County of Riverside and shall be appointed*
28 *subject to the following conditions:*

29 *(1) One director shall be a representative of local cities and be*
30 *an elected member of city government.*

31 *(2) One director shall be a representative of the County of*
32 *Riverside.*

33 *(3) One director shall be a representative of the environmental*
34 *justice community.*

35 *(e) The nonvoting directors shall represent the electrical service*
36 *area and shall live in the service area at the time of their*
37 *appointment.*

1 (f) For the purposes of this section, “electrical service area”
2 means the area where the district provides retail electrical service
3 that is outside of the district’s boundaries.

4 SEC. 3. The Legislature finds and declares that a special statute
5 is necessary and that a general statute cannot be made applicable
6 within the meaning of Section 16 of Article IV of the California
7 Constitution because of the conditions unique to the Counties of
8 Imperial and Riverside and the Imperial Irrigation District.

9 SEC. 4. If the Commission on State Mandates determines that
10 this act contains costs mandated by the state, reimbursement to
11 local agencies and school districts for those costs shall be made
12 pursuant to Part 7 (commencing with Section 17500) of Division
13 4 of Title 2 of the Government Code.

14 SECTION 1. ~~Section 21550 of the Water Code is amended to~~
15 ~~read:~~

16 ~~21550. Each district shall contain five divisions unless~~
17 ~~otherwise provided by the more recent of any of the following:~~

18 ~~(a) The order on final hearing on the formation petition.~~

19 ~~(b) An order made pursuant to this article.~~

20 ~~(c) An order made pursuant to Article 2 of this chapter.~~

April 7, 2021

Honorable Cecilia M. Aguiar-Curry, Chair
Assembly Local Government Committee
1020 N Street, Room 157
Sacramento, CA 95814

RE: AB 1021 - Strongly Opposed

Dear Chair Aguiar-Curry,

The City of Imperial submits this letter in strong opposition to AB 1021 authored by Assemblymember Mayes. The concerns raised by the bill's author as they relate to the Imperial Irrigation District and the customers they serve electric service to in the Coachella Valley should be addressed at the local government level.

It is our understanding the rights which allow IID to serve customers in the Coachella Valley are tied to complex water and energy legal agreements with the Coachella Valley Water District and Southern California Edison. The agreement with CVWD, for example, dates back to 1934 and requires IID to make annual lease payments that it estimates have reached approximately \$50 million to date. AB 1021 could have a direct impact on these beneficial agreements.

While there are some who publicly have said the Coachella Valley has no representation on the IID, this is not the case. IID's customer service record and its ratepayer focused programs are tailored to all its customers. IID has permanent offices in the city of La Quinta complete with a customer service center and full-time staff. The Board of Directors holds public meetings in both the Imperial and Coachella Valleys and its Energy Consumers Advisory Committee is comprised of ratepayers from both Valleys.

In closing, we ask you to closely consider the unintended negative impacts of AB 1021 and instead urge Assemblymember Mayes to work directly with IID and CVWD, the principal parties, to understand the existing agreements but also learn more about the efforts and discussions currently taking place between IID and Coachella Valley stakeholders regarding this matter.

Should you have any questions, please contact the City of Imperial at (760) 355-4373 or email City Manager Dennis Morita at dmorita@cityofimperial.org.

Sincerely,

Karin Eugenio
Mayor

Geoff Dale
Mayor Pro Tem

James Tucker
Councilperson

Robert Amparano
Councilperson

Katie Burnworth
Councilperson

DRAFT

Agenda Item No. E-4

DATE SUBMITTED 03/31/2021
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED 04/07/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: FURNISHINGS FOR LIBRARY
 1. AUTHORIZATION TO PURCHASE FURNISHINGS FOR THE IMPERIAL PUBLIC LIBRARY

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

The department requests authorization to purchase furnishings for the Library. A design has been created to revitalize the library and make a welcoming and innovative community space for all ages and to serve the needs of the community. The City does not have a community center and the library serves its citizens as a safe place to visit to access resources. The department strives to provide our community a safe place to stay to access resources and quality experiences.

To date, \$44,000.00 from the March and Ash Cannabis Conditional Use Permit has been authorized to purchase teen, tween and children's furnishings included in the design. Remaining items in the design are quoted at \$64,000.00. Due to limited funding, phases of the design will be presented for authorization to purchase as funds become available. The 2020-21 Budget includes \$18,000.00 in the general fund and \$3,336.00 in Library Donations that qualify as sources of funding of library furnishings included in the design.

The department requests authorization to purchase furnishings for the Imperial Public Library not to exceed \$21,000.00.

Please see attached documentation for more information.

FISCAL IMPACT:

Not to exceed \$21,000.00

FINANCE
INITIALS

STAFF RECOMMENDATION:

The department requests Council to authorize the purchase of furnishings for the Imperial Public Library.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

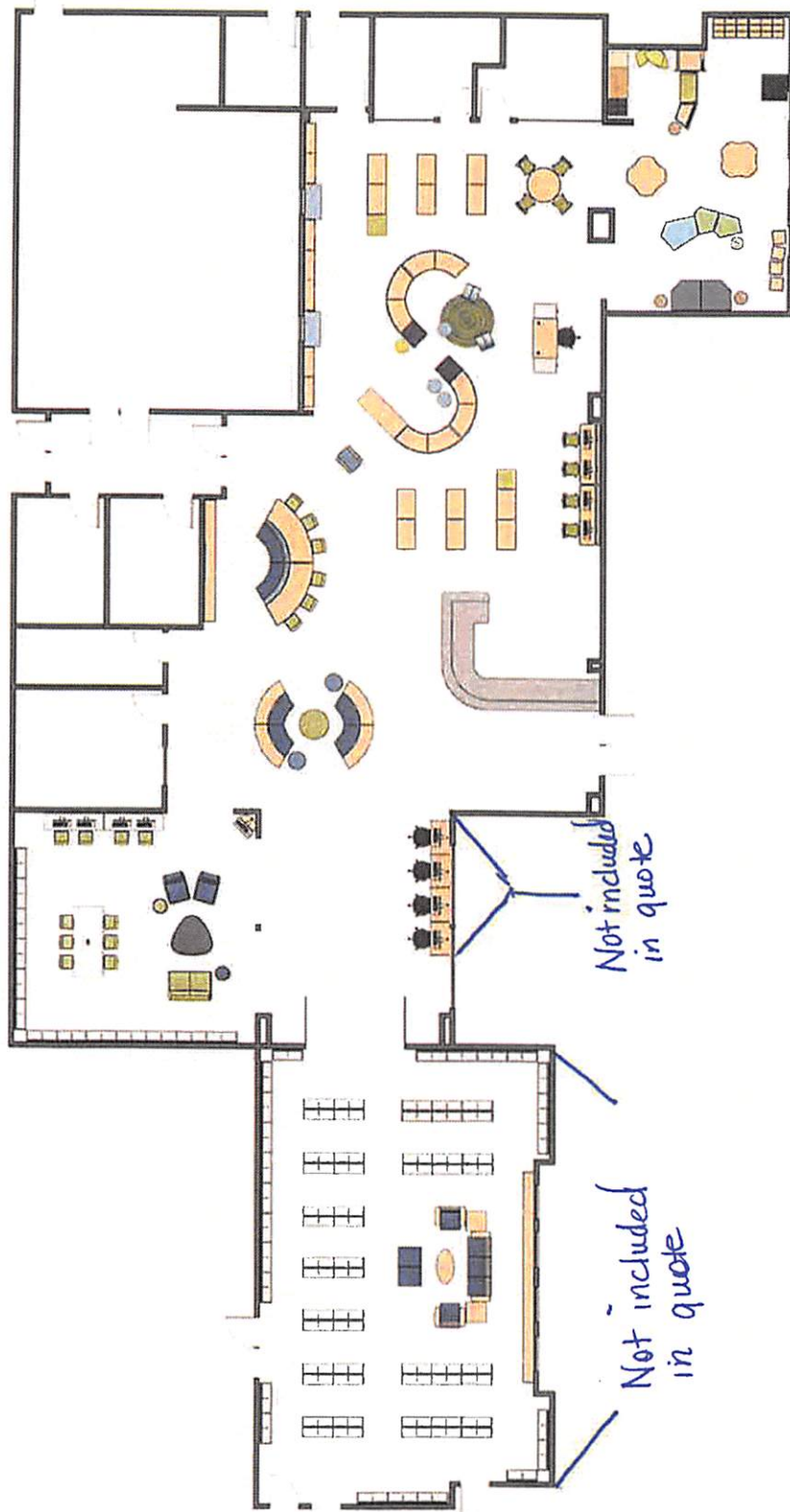
APPROVED ☐

DISAPPROVED ☐

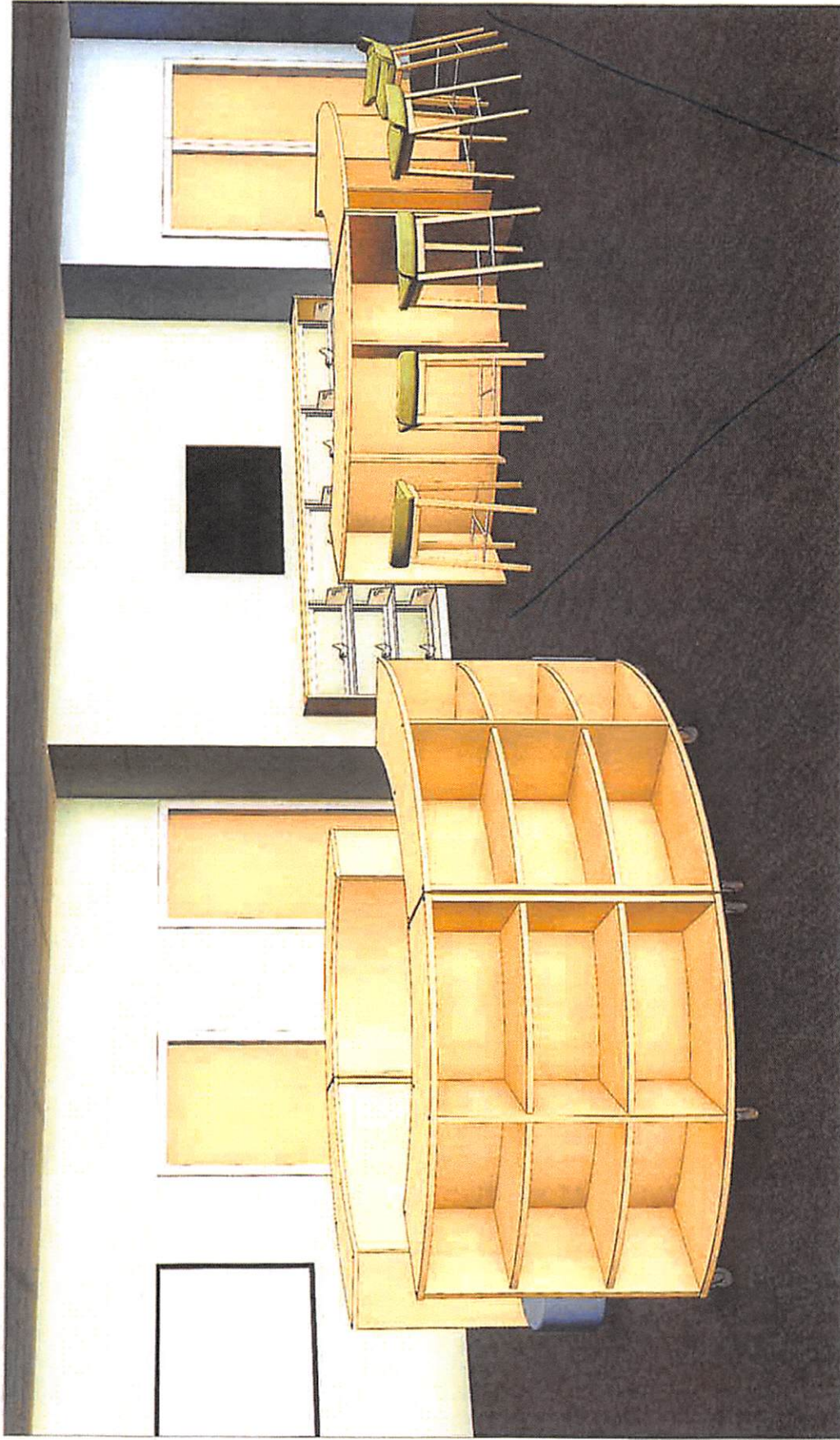
REJECTED ☐

DEFERRED ☐

REFERRED TO:



	IMPERIAL PUBLIC LIBRARY - ADULT, TWEEN AND CHILDREN'S		Demco, Inc. is a leading provider of library services and materials. We are committed to providing the highest quality products and services to our customers. Our products and services are designed to meet the needs of libraries of all sizes and types. We are proud to be a part of the library community and to support the mission of libraries to provide access to information and learning for all.	FLOOR PLAN		PROJECT: 1000000 DATE: 3/26/2021 BY: [Signature] FOR: [Signature]
				1:12" = 1'-0"	1:12" = 1'-0"	
				1:12" = 1'-0"	1:12" = 1'-0"	
				1:12" = 1'-0"	1:12" = 1'-0"	

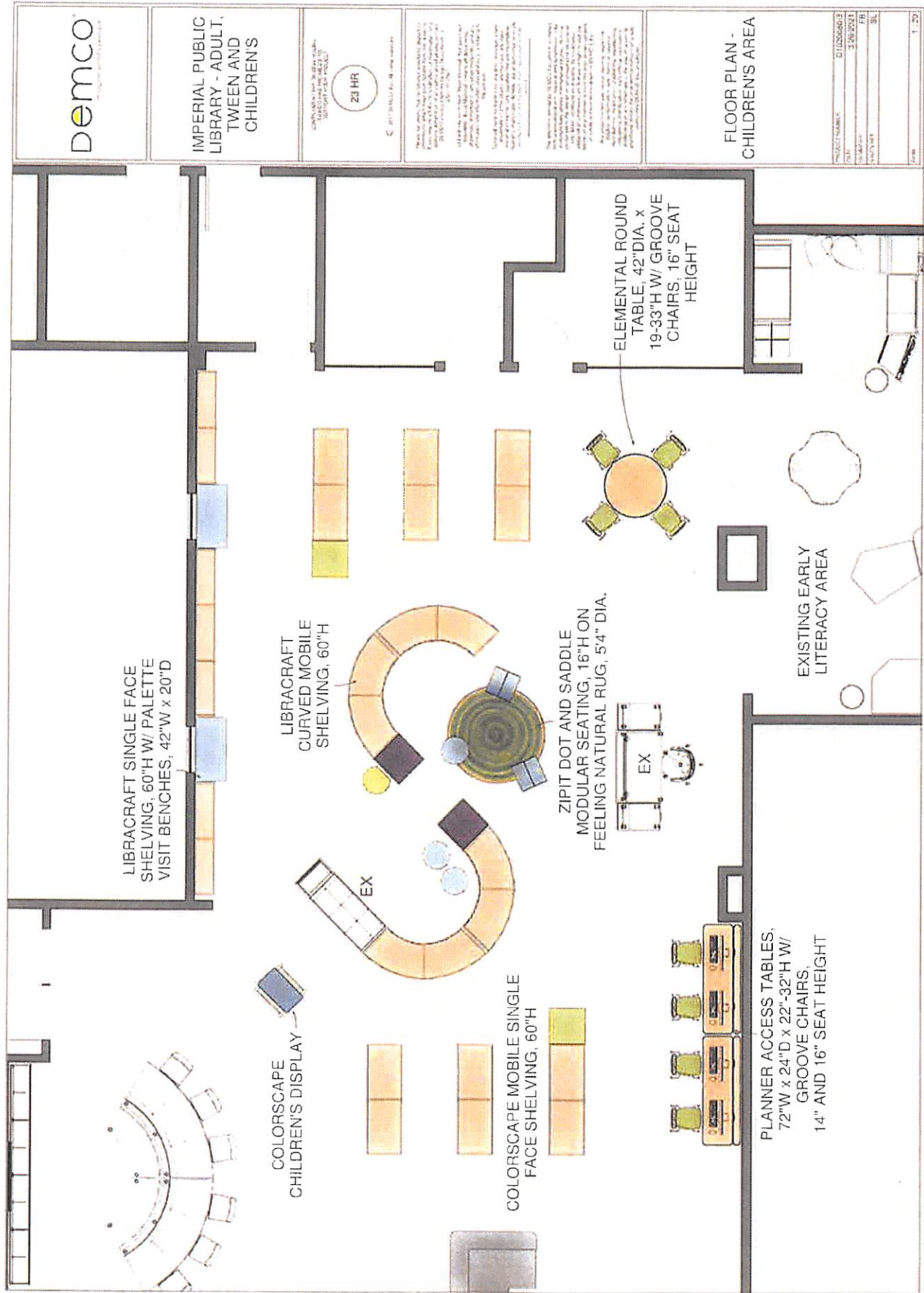


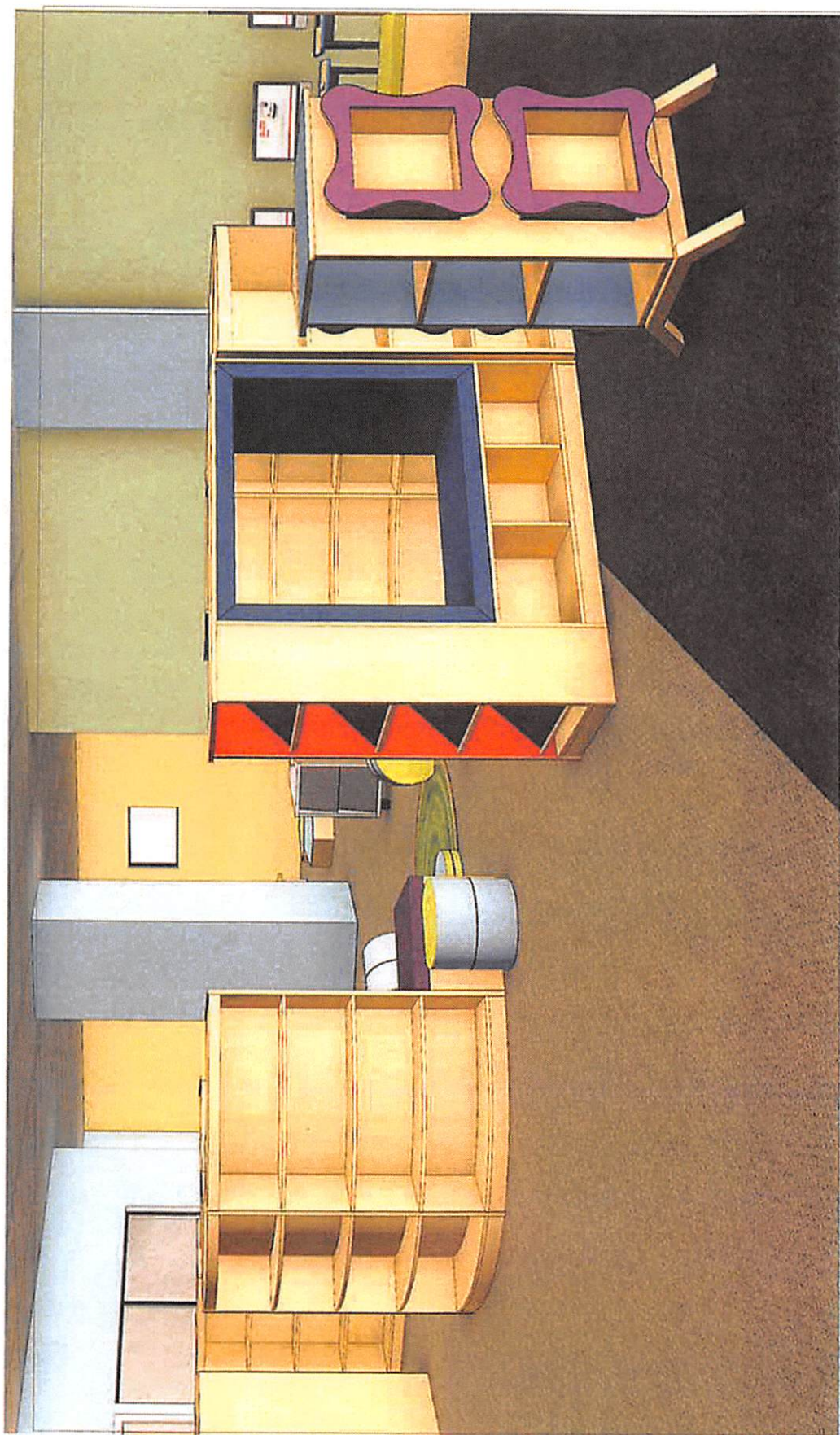
demco design • build • join • sell	IMPERIAL PUBLIC LIBRARY - ADULT, TWEEN AND CHILDREN'S	23 HR	VIEW - TWEEN AREA	0100000000 11/11/2011 11/11/2011 11/11/2011 11/11/2011 11/11/2011
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*This section to be purchased
with funding requested.*



* Different view of Lounge Desk with Backrest Bench



[illegible]

IMPERIAL PUBLIC LIBRARY -
ADULT, TWEEEN AND CHILDREN'S

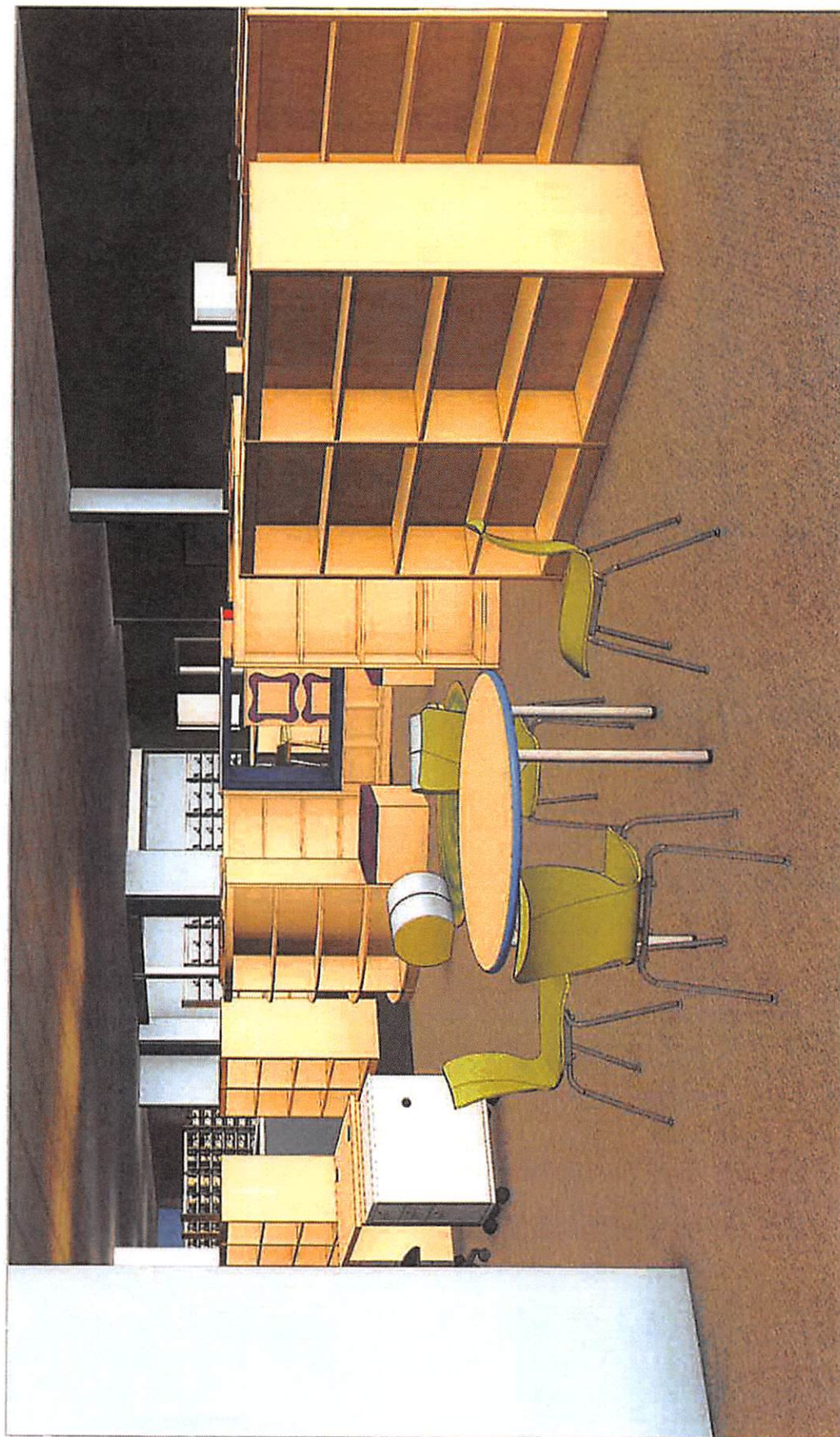
Demco®
4832 Pine Street, Dayton, OH 45424-1099

23 HR

[illegible]

VIEW 4 -
CHILDREN'S AREA

DATE	01/09/2006
TIME	3:25:02
USER	EB
IP	10.10.10.10



demco
 Professional Office Furniture

IMPERIAL PUBLIC LIBRARY -
 ADULT, TWEEN AND CHILDREN'S

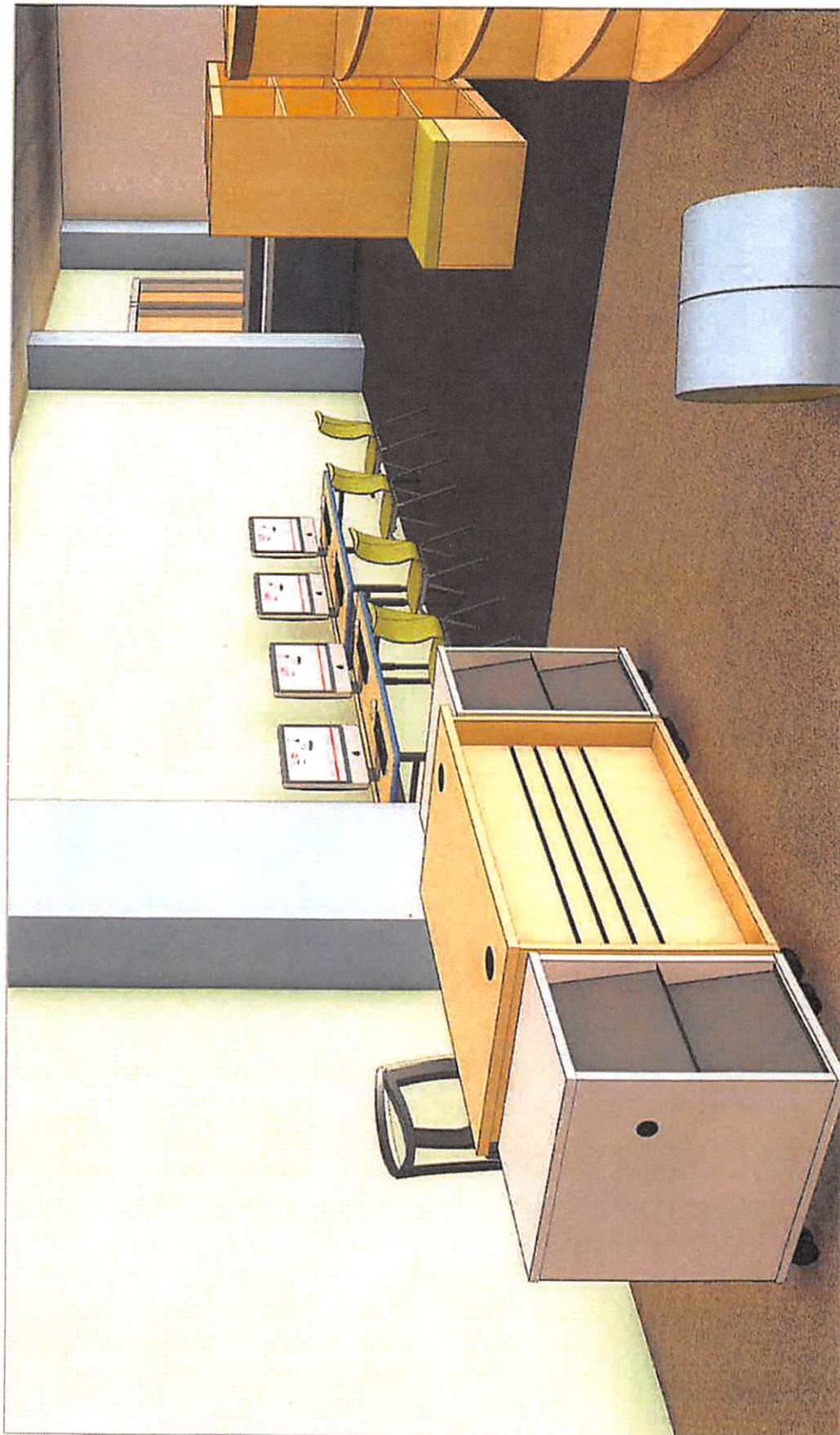
23 HR

Imperial Public Library is a non-profit organization that provides a wide range of services to the community. The library is a place where people can come to borrow books, use the internet, and participate in various programs and activities. The library is a place where people can come to learn, grow, and have fun. The library is a place where people can come to be a part of something bigger than themselves.

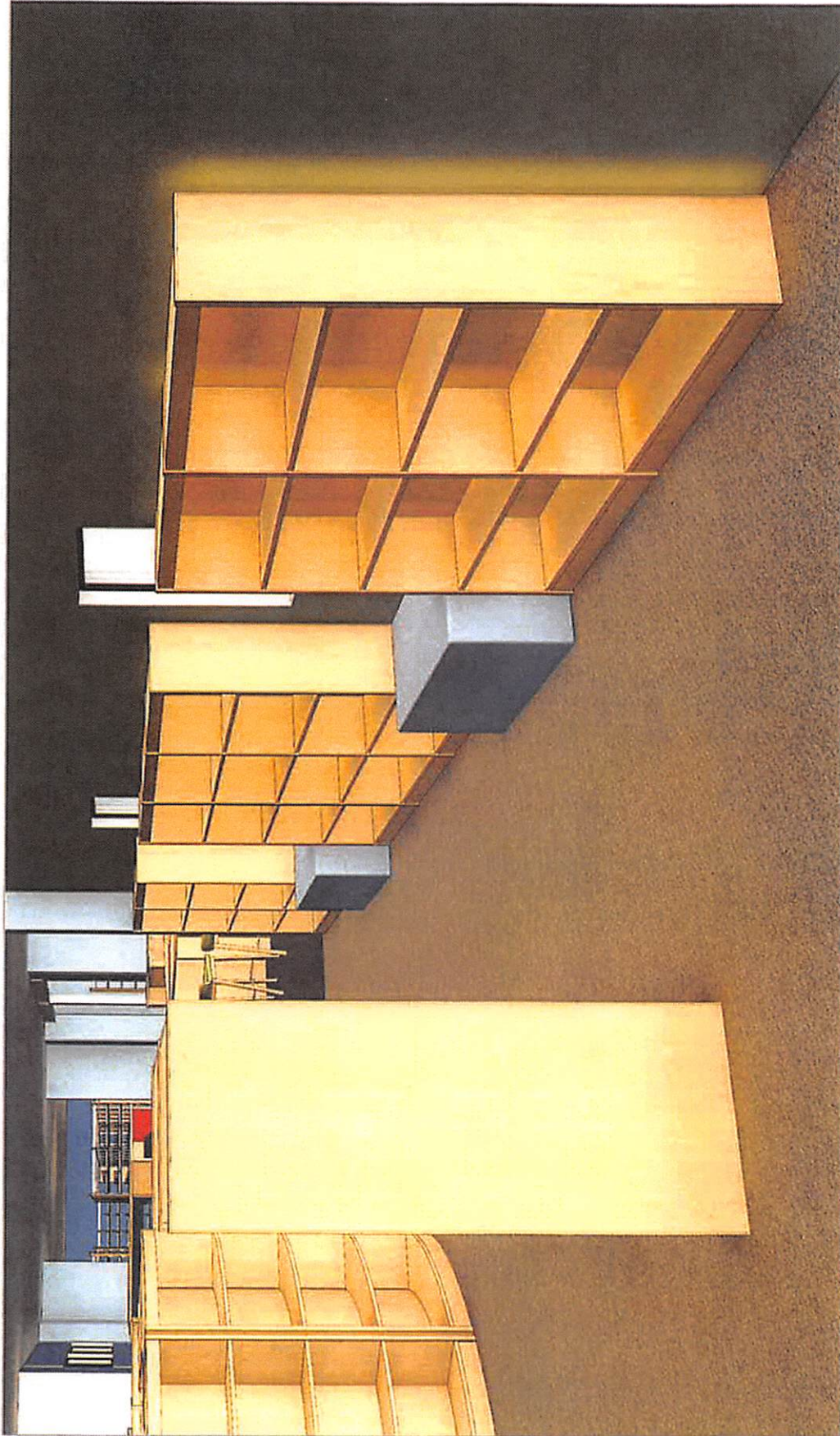
VIEW 6 -
 CHILDREN'S AREA

PROJECT: IMPERIAL PUBLIC LIBRARY
 DATE: 07/27/2017
 DRAWING: 06
 SHEET: 06

06 of 06



PROJECT # 10468 DATE 01/25/2013 BY 10/25/2013 DATE 10/25/2013 BY 10/25/2013	VIEW 7 - CHILDREN'S AREA	Imperial Public Library - Adult, Tween and Children's Area. This view shows the children's area of the library, which includes a large, curved wooden structure, a long wooden table with yellow chairs, and a large, curved wooden structure. The floor is a dark, textured material. The walls are a mix of light and dark panels. The overall design is clean and functional, with a focus on natural materials and open space.	Imperial Public Library - Adult, Tween and Children's Area. This view shows the children's area of the library, which includes a large, curved wooden structure, a long wooden table with yellow chairs, and a large, curved wooden structure. The floor is a dark, textured material. The walls are a mix of light and dark panels. The overall design is clean and functional, with a focus on natural materials and open space.	IMPERIAL PUBLIC LIBRARY - ADULT, TWEEN AND CHILDREN'S	demco
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Project Name: Imperial Public Library - Adult, Tween and Children's Project Number: 0100000000 Project Date: 2/20/2021 Project Status: EIR Project Location: SL Project Manager: [Name] Project Engineer: [Name]	VIEW 8 - CHILDREN'S AREA	This view is a perspective rendering of the proposed design for the children's area of the Imperial Public Library. The rendering shows the proposed shelving units, which are light-colored wood with multiple levels. The units are arranged in a way that creates a sense of depth and scale. The floor is a dark, textured material. The lighting is warm and focused on the shelving units. The rendering is intended to provide a visual representation of the proposed design for the children's area of the Imperial Public Library.	Imperial Public Library - Adult, Tween and Children's 23 HR	IMPERIAL PUBLIC LIBRARY - ADULT, TWEEN AND CHILDREN'S	demco The Power of Knowledge
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