

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
MAY 5, 2021
CLOSED SESSION 6:00 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, May 5, 2021. Comments received by 5:00 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 6:00 PM.

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

- A-1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION.**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Three potential cases

A-2. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6)

Agency Negotiators: City Manager
Employee Organization: Management, Supervisory, Professional, Confidential, and Police Captain / Unrepresented

A-3. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiators: City Manager
Employee Organization: Imperial Police Officers Association

A-4. SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR (54957.6)

Agency Negotiator: City Manager
Employee Organization: Teamsters Local No. 542

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 Aten Blvd. and Cross Rd. intersection as declared by Resolution 2021-07.

D-3. Victoria Ranch Subdivision Unit 6A: Authorize partial reconveyance to Imperial Ranch Partners, LLC; Lots 8-11, 77-81 and 104-108 per FM 27/76-78.

D-4. Victoria Ranch Subdivision Unit 2A: Acceptance of Retention Basin and Authorize partial reconveyance to Imperial Ranch Partners, LLC – Lot “F” per FM 23/36.

D-5. Approval of Resolution No. 2021-08; a Resolution of the City of Imperial Replacing Resolution No. 2020-57 Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2020 Community Development Grant Program – Coronavirus Response Round I (CDBG-CV1)

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

E-1. SUBJECT: DISCUSSION/ACTION: PARTNERSHIP AGREEMENT WITH IMPERIAL COUNTY OFFICE OF EDUCATION.

1. Approve the partnership agreement between Imperial County Office of Education Early Care and Education Program and City of Imperial Public Library.

E-2. SUBJECT: DISCUSSION/ACTION: POOL FACILITY AGREEMENT.

1. Approve Pool Facility Agreement between Imperial Unified School District for the summer of 2021.

E-3. SUBJECT: DISCUSSION/ACTION: FILTER TO WASTE UPGRADE PROJECT – WATER TREATMENT PLANT – BID 2020-03.

1. Acceptance of work as completed by Cora Constructors, Inc.
2. Authorize City Clerk to file the Notice of Completion with the Imperial County Records Office.

E-4. SUBJECT: DISCUSSION/ACTION: WASTEWATER TREATMENT PLANT UPGRADE PROJECT – COMMUNICATIONS TOWER – WM LYLES CO. CONTRACTOR.

1. Authorization of Change Order for purchase and installation of a new 80' ROHN RSL80L29 self-supporting communication tower, foundation, and ductbank in the amount of \$119,558.00.

E-5 SUBJECT: DISCUSSION/ACTION: EAGER PARK SPLASH PAD SHADE PROJECT – BID 2021-02.

1. Award bid to USA Shade, Inc. in the amount of \$121,485.24.

E-6. SUBJECT: 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, MAY 19, 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

D-1

Date: 04/30/2021

Time: 12:20 pm

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								
98234	04/21/21	Printed			1056	DELL MARKETING L.P.	10425000750 07000	2,441.72
98235	04/21/21	Printed			569	DESERT VETERINARY GROUP		223.58
98236	04/21/21	Printed			301	IMPERIAL COUNTY CLERK-RECORDER		312.50
98237	04/21/21	Printed			2028	MAD GRAPHIX INC.		727.31
					Total Checks: 4			Checks Total (excluding void checks): 3,705.11
					Total Payments: 4			Bank Total (excluding void checks): 3,705.11
					Total Payments: 4			Grand Total (excluding void checks): 3,705.11

DATE SUBMITTED 4/28/2021
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 05/05/2021

COUNCIL ACTION ☒
 PUBLIC HEARING REQUIRED ☐
 RESOLUTION ☐
 ORDINANCE 1ST READING ☐
 ORDINANCE 2ND READING ☐
 CITY CLERK'S INITIALS 26

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Emergency at Aten Rd & Cross Rd Intersection 1. Continue Resolution NO. 2021-07, Emergency at Aten Rd & Cross Rd.				
DEPARTMENT INVOLVED: <u>Public Services</u>				
BACKGROUND/SUMMARY: On Friday evening, April 2nd, an accident affected the intersection of Aten Rd & Cross Rd Signal Lighting functions. The controller cabinet and other electrical components were damaged from vehicle collision. Resolution was approved, passed and adopted by Council on April 7th during regular meeting. Public Services has been working with IID & Bear Electrical Solutions to repair intersection. At this time, cost and time frame to complete are unknown.				
FISCAL IMPACT: Unknown	FINANCE INITIALS <u>13</u>			
STAFF RECOMMENDATION: Council continues emergency	DEPT. INITIALS <u>[Signature]</u>			
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED ☐ DISAPPROVED ☐ REFERRED TO: </td> <td style="width: 33%;"> REJECTED ☐ DEFERRED ☐ </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐		

DATE SUBMITTED

04/28/2021

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

05/05/2021

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 56

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

VICTORIA RANCH SUBDIVISION UNIT 6A – PHASE 8

- LOTS 8-11, 77-81 and 104-108 PER FM 27/76-78

1. AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

City staff has been conducting regular field inspections during the construction of the off-site street improvements for Victoria Ranch Subdivision Unit 6A – Phase 8. Said improvements are substantially completed.

The Community Development Department has been contacted by the developer requesting Partial Reconveyance of the above-referenced lots.

See Exhibit 1 attached herewith for details.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

AB

STAFF RECOMMENDATION:

1. Staff recommends authorization of partial reconveyance regarding lots 8-11, 77-81 and 104-108 Per FM 27/76-78 to Imperial Ranch Partners, LLC.

DEPT. INITIALS

QM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

FM B27 P76

4 RM-SUBDIVISION OF BLOCKS 1 AND 2 OF VICTORIA RANCH SUBDIVISION - UNIT 36, THE CITY OF FERRIS, CALIFORNIA, COUNTY OF CALIFORNIA, STATE OF CALIFORNIA

[illegible]

ACTING CITY LAND SURVEYOR'S STATEMENT.

DAVID BELTRAN, ACTING CITY LAND SURVEYOR FOR THE CITY OF INDIANAPOLIS, INDIANA, STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF 5 SHEETS, THAT THE SUBDIVISION SHOWN HEREIN IS SUBSTANTIALLY AS IT APPEARED ON THE PREVIOUS EDITION OF THE MAP, APPROVED ON 3-01-2016, THAT ALL OF THE PROVISIONS OF THE LOCAL ORDINANCES AND REQUIRED-ENTS OF CHAPTER 2, ARTICLE 2 OF THE INDIANA CONSTITUTION, AS AMENDED JANUARY 1, 2016, HAVE BEEN COMPLIED WITH AND THAT AN SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CITY CLERK'S CERTIFICATE

HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF INDIANAPOLIS, BY RESOLUTION ADOPTED ON FEBRUARY 17, 2016, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS, HIGHWAYS, EASEMENTS AND "PARCELS" OFFERED FOR DEDICATION AS SHOWN HEREWITH.

HEREBY CERTIFY THAT THE PERSONS SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR

Mr. Max Cox
DLE REPRESENTATIVE

SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP HAS BEEN PREPARED BY LANDMARK CONSULTANTS, DATED AUGUST 2016 UNDER THE SUPERVISION OF JEFFREY O. LYON, REGISTERED CIVIL ENGINEER NO. 31523 AS L21 PROFESSIONAL ENGINEER. A COPY OF SAID REPORT IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

THE SIGNATURES OF THE FOLLOWING PARTIES HAVE OBTAINED PURSUANT TO SECTION 66426(G)(3)(A) OF THE SUBDIVISION MAP ACT IN THAT THEIR INTERESTS CAN NOT RUPIN INTO FEE.

DATE OF IMPERIAL AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED COUNTY 14, HIG AS IN BOOK 46 PAGE 504 OF RECORDS OF OFFICIAL RECORDS.

- | | |
|--|--|
| COUNTY OF IMPERIAL, AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED
FILED - HERRON. | LINE 14, H&O AS IN BOOK 40, PAGE 394 OF RECORDS OF OFFICIAL RECORDS. |
| PLOTTED HERRON. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR A DRAIN CANAL, TELEPHONE LINES, POWER LINES AND
OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 14, 1961 IN BOOK 234, PAGE 494 OF OFFICIAL
RECORDS. | |
| PLOTTED HERRON. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR DRAIN CANAL, TELEPHONE AND/OR ELECTRIC POWER LINES
OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 14, 1961 IN BOOK 234, PAGE 494
OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| SOUTHERN VERMONT POWER COMPANY, AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES IN THE
DOCUMENT RECORDED MARCH 16, 1950, IN BOOK 361, PAGE 302 OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR LATERAL DRAIN, TELEPHONE AND/OR ELECTRIC POWER
LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED TELEPHONE MARCH 12, 1956, IN BOOK 491, PAGE 491
OF OFFICIAL RECORDS. | |
| ON 7 APPROXIMATE LOCATION PLOTTED HERRON. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR LATERAL DRAIN, TELEPHONE AND/OR ELECTRIC POWER
LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 12, 1957, IN BOOK 491, PAGE 491
OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR IRRIGATION WASTE OR DRAINAGE CANALS, OR POWER
LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 30, 1956, IN BOOK 491, PAGE 491
OF OFFICIAL RECORDS. | |
| NOT PLOTTABLE. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR A POWER LINE AND NECESSARY APPURTENANCES AND
INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 4, 1957, IN BOOK 471, PAGE 3 OF OFFICIAL
RECORDS. | |
| NOT PLOTTABLE. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR
OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 4, 1962, IN BOOK 601, PAGE 62 OF
OFFICIAL RECORDS. | |
| NOT PLOTTABLE. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR A POWER LINE AND INCIDENTAL PURPOSES IN THE
DOCUMENT RECORDED APRIL 22, 1946, IN BOOK 104, PAGE 404 OF OFFICIAL RECORDS. | |
| ON 7 APPROXIMATE LOCATION PLOTTED HERRON. | |
| COUNTY OF IMPERIAL, AN EASEMENT FOR PUBLIC HIGHWAY, AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED APRIL 12, 1962 IN BOOK 110, PAGE 25 OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR WATER CANAL OR CANALS, TELEPHONE AND/OR
POWER LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 31, 1961, IN BOOK 234,
PAGE 494 OF OFFICIAL RECORDS. | |
| ON 7 APPROXIMATE LOCATION PLOTTED HERRON. | |
| COUNTY OF IMPERIAL, AN EASEMENT FOR PUBLIC HIGHWAY, AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED APRIL 21, 1961 IN BOOK 462, PAGE 102 OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| COUNTY OF IMPERIAL, AN EASEMENT FOR PUBLIC HIGHWAY, AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED AUGUST 16, 2004, AS INSTRUMENTAL NO. 2004-01865, OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| CITY OF IMPERIAL, EASEMENTS OR OTHER PRIVILEGES FOR THE PURPOSE OF PUBLIC UTILITIES AND RIGHTS
INCIDENTAL, THEREAS AS SHOWN ON MAP OF VICTORIA MARCH SUBDIVISION - INT 52, FILED IN BOOK 26,
PAGE 26 OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |
| CITY OF IMPERIAL, EASEMENTS OR OTHER PRIVILEGES FOR THE PURPOSE OF PUBLIC UTILITIES AND RIGHTS
INCIDENTAL, THEREAS AS SHOWN ON MAP OF VICTORIA MARCH SUBDIVISION - INT 52, FILED IN BOOK 26,
PAGE 26 OF OFFICIAL RECORDS. | |
| PLOTTED HERRON. | |

THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF BLAIRMIR IN SUPPORT OF THIS

REGISTRATION GUARANTEE	REGISTRATION NO.	2019015366
TAX CERTIFICATION	REGISTRATION NO.	2019015349
TITLE AVAILABILITY REPORT	REGISTRATION NO.	2019015349
TITLE: Business Certificate	REGISTRATION NO.	2019015363
TITLE: Best Existing Certificate	REGISTRATION NO.	2019015363
TITLE: Tax Certificate	REGISTRATION NO.	2019015365
TITLE: Subdivision Agreement	REGISTRATION NO.	2019015368
TITLE: Minutes/Interests of Aliantes	REGISTRATION NO.	2019015367
TITLE:	REGISTRATION NO.	
TITLE:	REGISTRATION NO.	
TITLE:	REGISTRATION NO.	
TITLE:	REGISTRATION NO.	

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

BLOCK 1 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 32, IN THE CITY OF IMPERIAL COUNTY OF IMPERIAL STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 26, PAGE 47 OF FINAL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

BLOCK 2, OF VICTORIA RANCH SUBDIVISION - UNIT NO. 35, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL STATE OF CALIFORNIA ACCORDING TO MAP ON FILE IN BOOK 20, PAGE 47 OF FINAL MAPS ON FILE IN THE OFFICE OF THE COUNTY

I, HERBERT CERTIFY THAT HE ARE THE ONLY PARTIES HAVING ANY RECORDED TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND HE CONSENT TO THE PREPARATION AND RECORDECTION OF THIS FINAL MAP; THAT HE OFFER FOR DEDICATION TO PUBLIC USE ANY STREETS, HIGHWAYS, EASEMENTS AND PARCELS, AS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

DATE: 9-25-18

NOTARY ACKNOWLEDGEMENTS:

9125 18 BEFORE ME CHRISTIANE W BROWN

PERSONALLY APPEARED:
James B. Lossky

PERSONALLY KNOWN TO HIM ON THE BASIS OF SATISFACTORY INFORMATION TO THE EFFECT THAT THOSE PERSONS WERE EMPLOYED WITHIN THE INSTANT AND WERE KNOWN TO HIM AS BEING THE SAME IN NUMBER AND AUTHORIZED CAPABILITIES, AND THAT BY HIS OWN HAND AND SIGNATURE ON THE INSTANT, HE PERSONALLY ACTED, EXECUTED THE INSTRUMENT.

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

Business W. Brown

FILED THIS 16th DAY OF August 2019 AT THE REQUEST OF
IN BOOK 27 OF FINAL MAPS, AT PAGE(S) 76
RECENT SURVEYING & ENGINEERING.

2019015361
DOCUMENT NO.

FREE, 19.00

Chuck Strong
CHUCK STRONG
COUNTY BOYCOTT

DESERT SURVEYING AND ENGINEERING
101, VIKING DRIVE, CHANDLER, ARIZONA 85226-1000, U.S.A.

6-CH-NO

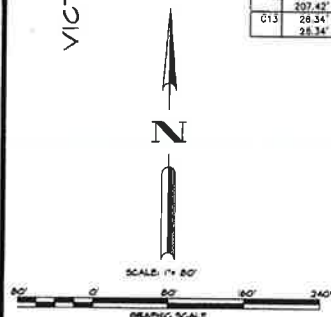
SHEET 1 OF 3 SHEETS
PROJECT NO. 8086 OF

A RE-SUBDIVISION OF BLOCKS 1 AND 2 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 30,
IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

Exhibit 1

VICTORIA RANCH SUBDIVISION - UNIT No.2A

OT "F"



UNIT No.3C
BLOCK 2
AREA 6.66 AC+/- (GROSS)
AREA 4.75 AC+/- (NET)

NO.	LINE TABLE	BEARING	REFER.
L1	57.59	N09°34'34"E	
	57.59	N04°34'34"E	FM 26-47
L2	50.00	N09°33'22"E	
	50.00	N07°33'22"E	FM 26-47
L3	28.27	N44°36'03"E	
	28.27	N44°36'03"E	FM 26-47
L4	50.00	N07°25'30"E	
	50.00	N07°25'30"E	FM 26-47
L5	50.00	N03°33'49"E	
	50.00	N03°33'49"E	FM 26-47
L6	50.00	N05°51'17"E	
	50.00	N05°51'17"E	FM 26-47
	28.19	N45°11'14"E	
	28.19	N45°11'14"E	FM 26-47
L8	40.00	N07°00'00"E	
	40.00	N07°00'00"E	FM 26-47
L9	40.00	N13°12'00"E	
	40.00	N13°12'00"E	FM 26-47
L10	40.00	N07°00'00"E	
	40.00	N07°00'00"E	FM 26-47
L11	40.26	N07°00'00"E	
	40.26	N07°00'00"E	FM 26-47
L12	40.00	N13°12'00"E	
	40.00	N13°12'00"E	FM 26-47
L13	40.00	N07°00'00"E	
	40.00	N07°00'00"E	FM 26-47
	40.00	N09°33'49"E	
	40.00	N09°33'49"E	FM 26-47
L15	28.38	N44°36'03"E	
	28.38	N44°36'03"E	FM 26-47
L16	50.00	N09°35'30"E	
	50.00	N09°35'30"E	FM 26-47
L17	60.00	N07°27'30"E	
	60.00	N07°27'30"E	FM 26-47
L18	28.25	N04°34'34"E	
	28.25	N04°34'34"E	FM 26-47
L19	40.00	N07°00'00"E	
	40.00	N07°00'00"E	FM 26-47

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF THE CENTERLINE OF LEGACKE AVENUE AS INDICATED BY FINAL MAP RECORDED IN BOOK 27, PAGE 1 OF FINAL MAPS, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER BEING N00°22'38" E

1. A 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "PLS LOT" WILL BE SET AT ALL CORNERS, UNLESS SAID CORNERS ARE INDICATED AS MODIFIED OTHERWISE WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD AND BRASS TAG STAMPED "GOLDEN L'S LOT" WITH A CHIPPED "X" MARK WILL BE PLACED INSTEAD OF THE MENTIONED IRON PIPE.

2. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT
THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERROR.

■ SEARCH FOUND NOTHING. SET CONCRETE CYLINDER IN HELL BOX, WITH BRASS TAG, STAMPED "L.S. 7107 B. OLSON"

- 0 DID NOT FIND 3/4" I/P, IN PLASTIC PLUG, STAMPED 1.5 TIGOT 6, OLSON
SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 56 - P/28-MET.
- 1 FOUND NO MONUMENTS DESTROYED BY PAVING OPERATIONS. SET NEW
3/4" I/P, WITH PLASTIC PLUG, STAMPED 1.5 TIGOT 6 OLSON, TO REPLACE
SAME.
- 2 SET 3/4" I/P, IN PLASTIC PLUG, STAMPED 1.5 TIGOT 6, OLSON.
- 3 DID NOT FIND 3/4" I/P, IN PLASTIC PLUG, STAMPED 1.5 TIGOT 6, OLSON
SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 56 - P/28-MET.
- 4 BELIEVE MONUMENTS DESTROYED BY PAVING OPERATIONS. SET 6 IN
SPRINK WITH BRASS NAILER, STAMPED 1.5 TIGOT 6 OLSON, FLUSH WITH
PAVEMENT TO REPLACE SAME.
- 5 FOUND A 4" CONCRETE CYLINDER, WITH BRASS TAIL, STAMPED 1.5
TIGOT 6 IN UNIT NO. 55(2) - P/28-MET, PER VICTORIA RANCH SUBDIVISION - UNIT
NO. 55(2) IN UNIT NO. 55.
- 6 RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS

NP/NS NOTHING FOUND, NOTHING SET.


 RECORDED EASEMENT PER SHEET 1

 SUBDIVISION BOUNDARY

Exhibit 1

FM B27 P78

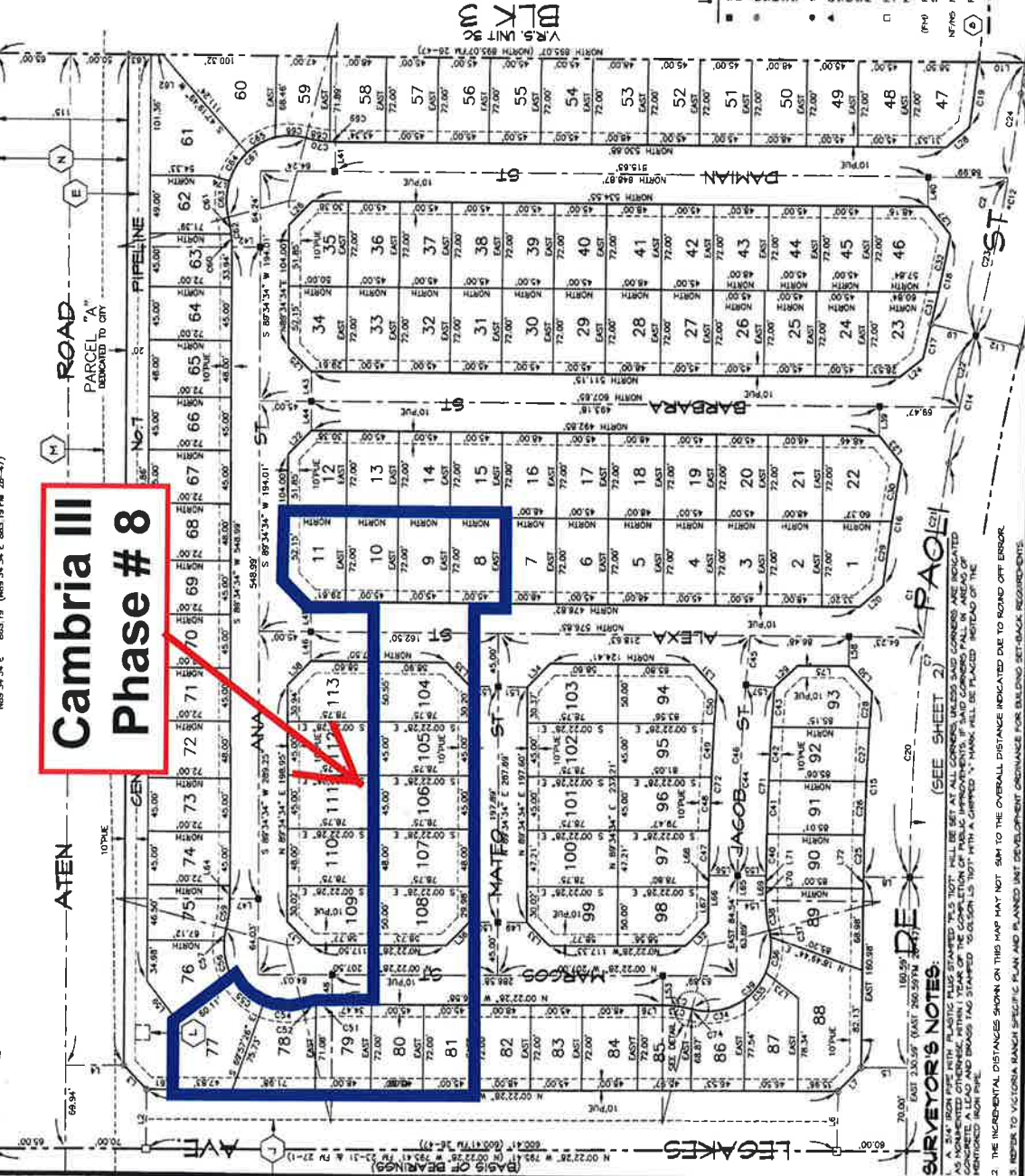
VICTORIA RANCH SUBDIVISION - UNIT NO. 6A

A RE-SUBDIVISION OF BLOCKS 1 AND 2 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF CALIFORNIA

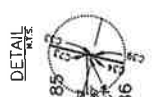
N 89° 34' 34" E 865.19' (N 89° 34' 34" E 865.19' PM 26-47)

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C14	10.00	100.00	18.00
C15	10.00	100.00	18.00
C16	10.00	100.00	18.00
C17	10.00	100.00	18.00
C18	10.00	100.00	18.00
C19	10.00	100.00	18.00
C20	10.00	100.00	18.00
C21	10.00	100.00	18.00
C22	10.00	100.00	18.00
C23	10.00	100.00	18.00
C24	10.00	100.00	18.00
C25	10.00	100.00	18.00
C26	10.00	100.00	18.00
C27	10.00	100.00	18.00
C28	10.00	100.00	18.00
C29	10.00	100.00	18.00
C30	10.00	100.00	18.00
C31	10.00	100.00	18.00
C32	10.00	100.00	18.00
C33	10.00	100.00	18.00
C34	10.00	100.00	18.00
C35	10.00	100.00	18.00
C36	10.00	100.00	18.00
C37	10.00	100.00	18.00
C38	10.00	100.00	18.00
C39	10.00	100.00	18.00
C40	10.00	100.00	18.00
C41	10.00	100.00	18.00
C42	10.00	100.00	18.00
C43	10.00	100.00	18.00
C44	10.00	100.00	18.00
C45	10.00	100.00	18.00
C46	10.00	100.00	18.00
C47	10.00	100.00	18.00
C48	10.00	100.00	18.00
C49	10.00	100.00	18.00
C50	10.00	100.00	18.00
C51	10.00	100.00	18.00
C52	10.00	100.00	18.00
C53	10.00	100.00	18.00
C54	10.00	100.00	18.00
C55	10.00	100.00	18.00
C56	10.00	100.00	18.00
C57	10.00	100.00	18.00
C58	10.00	100.00	18.00
C59	10.00	100.00	18.00
C60	10.00	100.00	18.00
C61	10.00	100.00	18.00
C62	10.00	100.00	18.00
C63	10.00	100.00	18.00
C64	10.00	100.00	18.00
C65	10.00	100.00	18.00
C66	10.00	100.00	18.00
C67	10.00	100.00	18.00
C68	10.00	100.00	18.00
C69	10.00	100.00	18.00
C70	10.00	100.00	18.00
C71	10.00	100.00	18.00
C72	10.00	100.00	18.00
C73	10.00	100.00	18.00
C74	10.00	100.00	18.00

LINE TABLE			
NO.	LENGTH	BEARING	DELTA
L20	28.53	N 143° 24' 24" W	113.00
L21	28.53	N 143° 24' 24" W	113.00
L22	28.53	N 143° 24' 24" W	113.00
L23	28.53	N 143° 24' 24" W	113.00
L24	28.53	N 143° 24' 24" W	113.00
L25	28.53	N 143° 24' 24" W	113.00
L26	28.53	N 143° 24' 24" W	113.00
L27	28.53	N 143° 24' 24" W	113.00
L28	28.53	N 143° 24' 24" W	113.00
L29	28.53	N 143° 24' 24" W	113.00
L30	28.53	N 143° 24' 24" W	113.00
L31	28.53	N 143° 24' 24" W	113.00
L32	28.53	N 143° 24' 24" W	113.00
L33	28.53	N 143° 24' 24" W	113.00
L34	28.53	N 143° 24' 24" W	113.00
L35	28.53	N 143° 24' 24" W	113.00
L36	28.53	N 143° 24' 24" W	113.00
L37	28.53	N 143° 24' 24" W	113.00
L38	28.53	N 143° 24' 24" W	113.00
L39	28.53	N 143° 24' 24" W	113.00
L40	28.53	N 143° 24' 24" W	113.00
L41	28.53	N 143° 24' 24" W	113.00
L42	28.53	N 143° 24' 24" W	113.00
L43	28.53	N 143° 24' 24" W	113.00
L44	28.53	N 143° 24' 24" W	113.00
L45	28.53	N 143° 24' 24" W	113.00
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L48	28.53	N 143° 24' 24" W	113.00
L49	28.53	N 143° 24' 24" W	113.00
L50	28.53	N 143° 24' 24" W	113.00
L51	28.53	N 143° 24' 24" W	113.00
L52	28.53	N 143° 24' 24" W	113.00
L53	28.53	N 143° 24' 24" W	113.00
L54	28.53	N 143° 24' 24" W	113.00
L55	28.53	N 143° 24' 24" W	113.00
L56	28.53	N 143° 24' 24" W	113.00
L57	28.53	N 143° 24' 24" W	113.00
L58	28.53	N 143° 24' 24" W	113.00
L59	28.53	N 143° 24' 24" W	113.00
L60	28.53	N 143° 24' 24" W	113.00
L61	28.53	N 143° 24' 24" W	113.00
L62	28.53	N 143° 24' 24" W	113.00
L63	28.53	N 143° 24' 24" W	113.00
L64	28.53	N 143° 24' 24" W	113.00
L65	28.53	N 143° 24' 24" W	113.00
L66	28.53	N 143° 24' 24" W	113.00
L67	28.53	N 143° 24' 24" W	113.00
L68	28.53	N 143° 24' 24" W	113.00
L69	28.53	N 143° 24' 24" W	113.00
L70	28.53	N 143° 24' 24" W	113.00
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L74	28.53	N 143° 24' 24" W	113.00
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L76	28.53	N 143° 24' 24" W	113.00
L77	28.53	N 143° 24' 24" W	113.00
L78	28.53	N 143° 24' 24" W	113.00
L79	28.53	N 143° 24' 24" W	113.00
L80	28.53	N 143° 24' 24" W	113.00
L81	28.53	N 143° 24' 24" W	113.00
L82	28.53	N 143° 24' 24" W	113.00
L83	28.53	N 143° 24' 24" W	113.00
L84	28.53	N 143° 24' 24" W	113.00
L85	28.53	N 143° 24' 24" W	113.00
L86	28.53	N 143° 24' 24" W	113.00
L87	28.53	N 143° 24' 24" W	113.00
L88	28.53	N 143° 24' 24" W	113.00
L89	28.53	N 143° 24' 24" W	113.00
L90	28.53	N 143° 24' 24" W	113.00
L91	28.53	N 143° 24' 24" W	113.00
L92	28.53	N 143° 24' 24" W	113.00
L93	28.53	N 143° 24' 24" W	113.00
L94	28.53	N 143° 24' 24" W	113.00
L95	28.53	N 143° 24' 24" W	113.00
L96	28.53	N 143° 24' 24" W	113.00
L97	28.53	N 143° 24' 24" W	113.00
L98	28.53	N 143° 24' 24" W	113.00
L99	28.53	N 143° 24' 24" W	113.00
L100	28.53	N 143° 24' 24" W	113.00



- LEGEND:**
- SEARCH FOUND NOTHING SET CONCRETE CYLINDER IN WELL BOX WITH BRASS TAG STAMPED "S T T O T & O L S O N"
 - DID NOT FIND 3/4" I.P. IN PLASTIC PLUS STAMPED "S T T O T & O L S O N" SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - PM 26-47. 3/4" I.P. WITH PLASTIC PLUS STAMPED "S T T O T & O L S O N" TO REPLACE SAME.
 - SET 3/4" I.P. IN PLASTIC PLUS STAMPED "S T T O T & O L S O N"
 - DID NOT FIND 3/4" I.P. IN PLASTIC PLUS STAMPED "S T T O T & O L S O N" SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - PM 26-47. 3/4" I.P. WITH BRASS TAG STAMPED "S T T O T & O L S O N" TO REPLACE SAME.
 - FOUND A 4" CONCRETE CYLINDER WITH BRASS TAG STAMPED "S T T O T & O L S O N" IN WELL BOX PER VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - PM 26-47.
 - RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED.
 - NOTHING FOUND NOTHING SET.
 - RECORDED EASEMENT PER SHEET 1
 - SUBDIVISION BOUNDARY



SURVEYOR'S NOTES:

1. A 3/4" BORE HOLE WITH PLASTIC PLUS STAMPED "S T T O T & O L S O N" WAS LOCATED AT THE CORNER OF BLOCK 1 AND 2 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF CALIFORNIA. THE HOLE WAS 3/4" IN DIAMETER AND 4' DEEP. THE HOLE WAS FILLLED WITH CONCRETE AND A BRASS TAG WAS PLACED IN THE HOLE. THE TAG WAS STAMPED "S T T O T & O L S O N".

2. THE INCIDENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERROR.

3. REFER TO VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF CALIFORNIA, FOR THE COMPLETE SET OF RECORDS.

DATE SUBMITTED 04/28/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 05/05/2021

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH SUBDIVISION UNIT 2A – RETENTION BASIN • LOT “F” PER FM 23/36 1. APPROVAL AND ACCEPTANCE OF RETENION BASIN. 2. AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC.													
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT													
BACKGROUND/SUMMARY: City staff conducted regular field inspections during the construction of the retention basin for the subject project. A final walk through was completed on April 1, 2021. At this time, the retention basin was found to be completed. One-Year warranty for labor and materials will end on April 1, 2022. The Community Development Department has been contacted by the developer requesting Partial Reconveyance of said basin. See Exhibit A attached herewith for details.													
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>JB</u>												
STAFF RECOMMENDATION: 1. Staff recommends approval and acceptance of retention basin constructed on lot “F” Per FM 23/36. 2. Staff recommends authorization of partial reconveyance to Imperial Ranch Partners, LLC.	DEPT. INITIALS <u>DM</u>												
MANAGER’S RECOMMENDATION:	CITY MANAGER’S INITIALS <u>AB</u>												
MOTION: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">SECONDE D:</td> <td style="width: 33%;">APPROVED ()</td> <td style="width: 33%;">REJECTED ()</td> </tr> <tr> <td>AYES:</td> <td>DISAPPROVED ()</td> <td>DEFERRED ()</td> </tr> <tr> <td>NAYES:</td> <td colspan="2">REFERRED TO:</td> </tr> <tr> <td>ABSENT:</td> <td colspan="2"></td> </tr> </table>		SECONDE D:	APPROVED ()	REJECTED ()	AYES:	DISAPPROVED ()	DEFERRED ()	NAYES:	REFERRED TO:		ABSENT:		
SECONDE D:	APPROVED ()	REJECTED ()											
AYES:	DISAPPROVED ()	DEFERRED ()											
NAYES:	REFERRED TO:												
ABSENT:													

A PORTION OF TRACT 61 AND PARCELS 1, 2 AND 3 OF PM 12-42, T.15 S., R.14 E. S.6M.
IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

DEVELOPMENT DESIGN AND ENGINEERING, INC.
10/18/14 2:25 PM C:\E\HARD\FINAL DRAWING\04-17-15.DWG

DATE SUBMITTED 4/28/2021

SUBMITTED BY ACM

DATE ACTION REQUIRED 5/5/2021

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION (X)

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 06

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: CONSENT: RESOLUTION NO. 2021- 58 TO REPLACE RESOLUTION NO. 2020-57 APPROVING THE APPLICATION FOR FUNDING UNDER THE CDBG- CV1 APPLICATION	
DEPARTMENT INVOLVED: City Manager's Office	
BACKGROUND/SUMMARY: On September 16, 2020 the Imperial City Council adopted Resolution 2020-57 approving the application for CDBG-CV1 Grant funds in the amount of \$76,525.00. The resolution coincided with the Public Hearing Process in order to receive public feedback before the final application was made. It was determined that the City would submit an application under Public Service Assistance category. The resolution you have before you is to further define that action and allocation of all funds.	
FISCAL IMPACT: Grant Funds to be received and administered - \$76,525.00	ADMIN SERV INITIALS <u></u>
STAFF RECOMMENDATION: It is staff's recommendation to approve the resolution to replace Resolution NO. 2020-57.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: Agrees with Staff's recommendation	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

RESOLUTION NO. 2021- 08

A RESOLUTION OF THE CITY OF IMPERIAL CITY COUNCIL REPLACING
RESOLUTION NO. 2020-57 APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM
THE 2020 COMMUNITY DEVELOPMENT GRANT PROGRAM – CORONAVIRUS
RESPONSE ROUND 1 (CDBG-CV1)

WHEREAS the City of Imperial City Council has reviewed and approved the submission to the State of California of one or more applications in the aggregate amount, not to exceed, of \$76,525.00, and now wishes to clarify the request to devote all the \$76,525.00 to the following CDBG-CV1 activities pursuant to the June 2020 CDBG-CV1 NOFA;

PUBLIC SERVICE ASSISTANCE: \$76,525.00

WHEREAS the City Council hereby approves the use of the Program Income in an amount not to exceed \$76,525.00 for the CDBG activities; and

WHEREAS the City Council acknowledges compliance with all state and federal public participation requirements in the development of its application(s); and

WHEREAS the City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications; and

WHEREAS if an application is approved, the City Manager, or his designee, is authorized to enter into, execute and deliver the grant agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant; and

WHEREAS if an application is approved, the City Manager, or his designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Imperial on May 5, 2021 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Karin Eugenio, Mayor
Imperial City Council

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED 4/28/2021
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED 05/05/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: PARTNERSHIP AGREEMENT WITH IMPERIAL COUNTY OFFICE OF EDUCATION

1. AUTHORIZE PARTNERSHIP AGREEMENT BETWEEN IMPERIAL COUNTY OFFICE OF EDUCATION EARLY CARE AND EDUCATION PROGRAM AND CITY OF IMPERIAL PUBLIC LIBRARY

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

The California State Library awarded \$75,520 to the City of Imperial Public Library in the Shared Vision Early Learning grant opportunity. The State Library requires the funded project, SPROUT – Sing Play Read Observe Uniquely Together, to obtain an official partnership agreement identifying the partner's role in the project and in-kind contributions the partner will provide. Imperial County Office of Education (ICOE) Early Care and Education Program has agreed to serve as a partner for the SPROUT program. The agreement outlines the collaborative partnership between the City of Imperial Public Library and ICOE Care and Education Program to improve the quality of literacy and early learning services for children ages 0-5. Additional collaboration includes innovative training opportunities for families, caregivers and staff, distribution of educational materials, coordination of workshops and resource fairs, and outreach efforts to identify eligible children for early education services. Neither party has financial responsibility for costs or expenditures incurred by the other. The agreement period is from May 6, 2021 through June 3, 2023.

FISCAL IMPACT:

No Fiscal Impact

FINANCE
INITIALS

STAFF RECOMMENDATION:

The department requests Council to authorize the partnership agreement between the City and Imperial Public Library and Imperial County Office of Education Early Care and Education Program.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ☐
 DISAPPROVED ☐
 REFERRED TO:

REJECTED ☐
 DEFERRED ☐

Partnership Agreement

Imperial County Office of Education Early Care and Education Program and City of Imperial Public Library

This agreement is between the Imperial County Office of Education (ICOE) Early Care and Education Program and City of Imperial Public Library for the period of May 6, 2021 to June 30, 2023.

The purpose of this agreement is to document the relationship, services, and collaborative partnership between the ICOE Early Care and Education Program and the City of Imperial Public Library in providing early education and literacy services for children under five years of age, families, caregivers, staff, and the community. The Imperial County Office of Education serves as the local education agency and entity responsible for managing the publicly funded Quality Counts Imperial, Early Head Start, Head Start, and state preschool programs in Imperial County. The City of Imperial Public Library serves as local entity responsible for managing the California State Library: Shared Vision/Brining the Library to You Grant.

Responsibilities

The City of Imperial Public Library and the Imperial County Office of Education agree to the following:

- 1) Collaborate and coordinate to improve the quality of literacy and early education services to children and families.
 - a) Collaborate on the SPROUT Program and early education initiatives to support literacy and early education for children ages 0-5, broaden family engagement and create innovative training opportunities for children, families, staff, and caregivers.
 - b) Disseminate educational materials and collaborate on literacy activities to promote school readiness, resources, and early education programs for children.
 - c) Collaborate to enhance the efficiency of services and increase program participation.
 - d) Coordinate, advertise, and provide meeting space for workshops, resource fairs and events.
 - e) Exchange information on the provision of non-educational services to such children.
 - f) Outreach efforts to identify eligible children for early education services (Head Start, Early Head Start, State Preschool).
 - g) Collaborate to improve the social, economic and employment opportunities for families and residents in the community.
 - h) Provide technical assistance.
 - i) Collaborate to reduce duplication of services.

j) Other elements mutually agreed to by the parties.

Duration

This agreement shall cover the period from May 6, 2021 through June 3, 2023.

Funding and Financial Responsibility

It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other, other than those expenses defined in any separate agreements in writing that may be between the parties cooperating in this program.

Modification of the Agreement

Modification of the agreement shall be made by mutual consent of all parties. Written notification of changes to this document must be presented to all parties 30 days prior to any changes, and all parties must agree to the modification. Termination of the agreement may occur by any party upon a 60-day written notification.

It is agreed that City of Imperial Public Library (IPL) and the Imperial County Office of Education (ICOE) understand and intend to abide by the provisions outlined in this agreement. This agreement shall become effective when signed.

Michael Castillo
Senior Director, Early Childhood Education Programs
Imperial County Office of Education

Date

City of Imperial

Date

DATE SUBMITTED

4/28/2021

SUBMITTED BY

Ember Haller

DATE ACTION REQUIRED

05/05/2021

COUNCIL ACTION

PUBLIC HEARING REQUIRED

RESOLUTION

ORDINANCE 1ST READINGORDINANCE 2ND READING

CITY CLERK'S INITIALS

☒
☐
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☐
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IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: POOL FACILITY AGREEMENT

1. APPROVE POOL FACILITY AGREEMENT BETWEEN IMPERIAL UNIFIED SCHOOL DISTRICT FOR THE SUMMER OF 2021

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

The City of Imperial and Imperial Unified School District enter into a facility use agreement for the City's use of the pool to provide aquatic programs and activities each summer. The agreement begins the first Monday after the end of the regular school year and ends the Friday preceding the start of the regular school year by teachers as defined by the school district's calendar. The 2021 agreement will be effective June 7 thru August 13.

All programming at the pool during the 2021 season will follow health and safety guidelines to prevent the spread of COVID-19.

FISCAL IMPACT:

Not to exceed \$3,500

FINANCE
INITIALS


STAFF RECOMMENDATION:

The department requests Council to authorize the facility use agreement between the City and Imperial Unified School District.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

Approve

CITY
MANAGER'S
INITIALS


MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

AGREEMENT

This Agreement is entered into this ____ day of June, 2019, between the City of Imperial, a municipal corporation of the State of California ("City") and the Imperial Unified School District ("District").

Recitals

WHEREAS, the District is the owner of a swimming pool located at 618 West Barioni Boulevard, Imperial, California 92251; and

WHEREAS, the City and the District wish to provide for the operation and maintenance of the swimming pool for the community's use and enjoyment during a period of time when the pool might not otherwise be open for the public's use.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Term: The term of this Agreement shall be for each summer beginning the first Monday after the end of the regular school year as defined by the District school calendar until the Friday preceding the start of the regular school year by teachers as defined by the District school calendar for daily operations by the City. The City will require a cleaning/damage deposit for use of all non-city events and the City will ensure that the facilities are left clean and in good shape following each use. Termination of this agreement by either party shall be in writing and will take effect 60 days from receipt.
2. City Duties: The City shall operate and maintain the swimming pool during its use. Maintenance, as used herein, means all of the day-to-day maintenance such as keeping the premises free of trash, testing, maintaining the appropriate chemical balance of the swimming pool water, stocking and cleaning the restrooms, and skimming and vacuuming the pool. The City shall maintain the pool by City personnel, contracting through a bonded pool maintenance company mutually agreed upon between the City and District, or the City shall reimburse the District for personnel costs associated with maintenance of the pool. The City will allow for at least four hours of maintenance time per week to be determined by the City. The City will also arrange Operation for purposes of this paragraph means the City will provide personnel such as lifeguards, and cashiers. In addition to operation and maintenance as defined herein, the City will also assume charges otherwise due to the City for water used at the pool and repairs from any damage resulting from the city's usage.

3. School District Duties: All other maintenance (including the provision of necessary chemicals) and repair shall be performed by the District.
4. Mutual Indemnity: This Agreement is not intended to affect the legal liability of the City or District by imposing any standard of care other than the standard of care imposed by law. It is understood and agreed that neither City or District, or their respective officers or employees does or fails to do under or in connection with any work, authority or jurisdiction delegated under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City and District shall fully indemnify and hold harmless each other from any damage or liability occurring by reason of anything done or omitted by City or District, or its officers or employees, under or in connection with any work or authority delegated under this Agreement. Said indemnity shall include, but is not limited to, all reasonable costs and attorney's fees occurred in defense in any and all claims covered by this provision.

CITY OF IMPERIAL
A municipal corporation

IMPERIAL UNIFIED SCHOOL DISTRICT

By _____
Stefan T. Chatwin, City Manager

By _____
Bryan Thomason, Superintendent

ATTEST:

Debra Jackson, City Clerk

DATE SUBMITTED 04/29/2021
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 05/05/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: 1. Accept the Filter to Waste Project as completed by Cora Construction and authorize the filing of Notice of Completion.				
DEPARTMENT INVOLVED: Public Services – Water Treatment				
BACKGROUND/SUMMARY: BID No. 2020-03 “the Filter to Waste Project” Completed by Cora Construction Original Contract - \$356,772.00 Change Order - \$8,553.21 Final Amount (No Change Orders) - \$365,325.21 The replacement of the Filter to Waste Project at the Water Treatment Plant was successfully completed February 2021.				
FISCAL IMPACT:	FINANCE INITIALS <u>JS</u>			
STAFF RECOMMENDATION: Acceptance and closing of Project	DEPT. INITIALS <u>JS</u>			
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____			
MOTION:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center; border: none;"> APPROVED ☐ DISAPPROVED ☐ REFERRED TO: </td> <td style="width: 33%; text-align: center; border: none;"> REJECTED ☐ DEFERRED ☐ </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐
SECONDED: AYES: NAYES: ABSENT:	APPROVED ☐ DISAPPROVED ☐ REFERRED TO:	REJECTED ☐ DEFERRED ☐		



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
951.686.1070

Murrieta Office

41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

April 22, 2021

Jackie Loper
Director of Community Development
420 South Imperial Avenue
Imperial, California 92251

Re: City of Imperial Water Treatment Plant Filter to Waste Upgrade
Project – Bid No. 2020-03

Dear Mr. Loper,

As previously discussed, the City of Imperial's WTP Filter to Waste Upgrade Project is complete as of February 22, 2021. Albert A. Webb Associates verifies that the facilities have been constructed in conformance with the Contract Plans & Specifications as required. At this time we recommend the City file the Notice of Completion, release the Contractor's retention, and initiate the warranty period.

If you have any question, please call me at (951) 686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES

A handwritten signature in black ink that reads "Shane Bloomfield". The signature is written in a cursive, flowing style.

Shane Bloomfield, PE
Senior Engineer



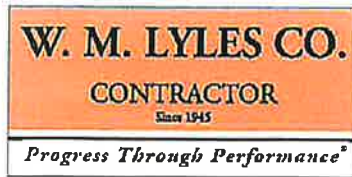
www.webbassociates.com

DATE SUBMITTED April 27, 2021
 SUBMITTED BY R. Alejandro Estrada
 DATE ACTION REQUIRED May 5, 2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: WASTEWATER TREATMENT PLANT UPGRADE PROJECT- COMMUNICATION TOWER (W. M. LYLES CO.) 1. AUTHORIZATION OF CHANGE ORDER FOR PURCHASE AND INSTALLATION OF A NEW 80' ROHN RSL80L29 SELF- SUPPORTING COMMUNICATION TOWER, FOUNDATION, AND DUCTBANK DEPARTMENT INVOLVED: INFORMATION TECHNOLOGY, PUBLIC SERVICES- WASTEWATER TREATMENT PLANT	
BACKGROUND/SUMMARY: As work on the Wastewater Treatment Plant (WWTP) Upgrade Project has progressed, a change order has been proposed for the purchase and installation of a new 80' ROHN RSL80L29 Self Supporting Communication Tower to consolidate and host all the telecommunication systems within the same unit. The proposed addition to the project will include the tower, foundation, and duct-bank installation in the amount of \$119, 558.00, to be funded by Wastewater Bond and Contingency Funds.	
FISCAL IMPACT: NOT TO EXCEED Total cost of \$119,558.00 to be funded by Wastewater Bond and Contingency Funds.	FINANCE INITIALS <u></u>
STAFF RECOMMENDATION: After the review and consideration by the Department of Information Technology , it is recommended the City Council approve the use of funds allocated to pay these services.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u></u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	



California Contractor's License No. 422390

Southern Division - Temecula Office
42142 Raick Drive
Temecula, CA 92590
Telephone (951) 973-7393
Fax (951) 698-3031

www.wmlyles.com
An Equal Opportunity Employer

Date: April 28, 2021

Owner: City of Imperial

Attn: Reed Chilton

Project: City of Imperial WWTP Upgrades Project

Subject: 80' ROHN RSL80L29 Tower, Foundation & Ductbank

Mr. Chilton,

The total cost associated with the addition of the 80' ROHN RSL80L29 tower, foundation, and ductbank to the tower from the MBR Building is \$119,558.00.

Included in this price is the following:

- Labor to excavate & grade for (1) concrete slab on grade foundation
- Material & labor to form & pour (1) 9'-9" sq. x 4'-4" thick concrete slab on grade foundation
- Material & labor to install (1) 80' tall ROHN RSL80L29 self-supporting communication tower & anchorage
- Material & labor to sawcut, excavate, and slurry backfill a (4) conduit ductbank from the MBR Building to the new tower foundation.

Any and all electrical work other than the installation of (4) electrical conduits & ductbank from the MBR Building to the new tower foundation is excluded from this PCO.

A breakdown of the PCO amount is attached for your review.

WML reserves the right to include this extra work in a future analysis to determine cumulative impact from multiplicity of change, should they occur. If you have any questions concerning the information, or require any additional information, please feel free to contact me.

Sincerely,

Jeff Tholen

Jeff Tholen
Project Engineer
W. M. Lyles Co.

Corporate Office: 1250 W. Olive, Fresno, CA 93728 Telephone: (559) 441-1900 • Fax (559) 487-7958

Bakersfield (661) 387-1600 | Fresno (559) 268-1540 | Temecula (951) 973-7393 | Sacramento (916) 375-1833 | Visalia (559) 651-1450

OTM

W. M. Lyles Co.
42142 Roick Drive
Temecula, CA 92590

Date: 14-Apr-21

Attention: Reed Chilton

WML PCO Reference #: 19
EADOC Reference #: 19

JOB LOCATION: 55.1184 City of Imperial WWTP Upgrades Project

DESCRIPTION: 80' ROHN RSL80L28 Tower, Foundation & Ductbank

Item:	Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 80' ROHN RSL80L28 Tower, Foundation & Ductbank	LS	412	\$ 34,733.55	\$ 9,847.92	\$ 8,893.10	\$ 54,170.00	\$ 107,644.57
2 -	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3 -	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
4 -	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
5 -	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
6 -	LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs		412	\$ 34,733.55	\$ 9,847.92	\$ 8,893.10	\$ 54,170.00	\$ 107,644.57

Subtotal		\$ 107,644.57
Mark-up - Labor	15%	\$ 5,210.03
Mark-up - Equipment	15%	\$ 1,477.19
Mark-up - Materials	15%	\$ 1,333.97
Mark-up - Subcontractor	5%	\$ 2,708.50
Bond	1.0%	\$ 1,183.74
Total This Change Order		\$ 118,658.00

Comments:

55.1164 City of Imperial WWTP Upgrades Project

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Corp FM			Corp			Cement Mason		
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT
Excavation	16						16											
Form/Pour/Strip Concrete & Set Anchors				16						44			66			8		
Backfill	12			12			12											
Assist Tower/Reinforcement Subcontractors										16			16					
Sawout/Excavate for Ductbank	20			20			20											
Install Conduit	12			12														
Pour Slurry for Ductbank										8			16					
Patch Pave	6			16			8											
	68	0	0	92	0	0	56	0	0	68	0	0	120	0	0	8	0	0

Name	Rate			Hours			Extension
	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$80.34	\$107.19		\$134.03	68	0	\$5,463.39
Lab Pipe	\$77.73	\$103.27		\$128.79	92	0	\$7,150.87
Operator	\$98.87	\$131.84		\$165.00	56	0	\$5,525.34
Corp FM	\$87.32	\$117.91		\$148.46	68	0	\$5,037.75
Corp	\$83.44	\$112.07		\$140.71	120	0	\$10,012.74
Cement Mason	\$60.42	\$105.60		\$130.78	8	0	\$643.36
0	\$0.00	\$0.00		\$0.00	0	0	\$0.00
0	\$0.00	\$0.00		\$0.00	0	0	\$0.00
0	\$0.00	\$0.00		\$0.00	0	0	\$0.00
				412	0	0	
Total Labor =							\$34,733.55

B. Equipment

Description	17.244	30.051	32.032	17.255	12.040	ST Roller
Excavation	16	16				
Form/Pour/Strip Concrete & Set Anchors			24	44		
Backfill	12	12				
Assist Sub			8	16		
Sawout/Excavate for Ductbank	20	20				
Install Conduit	12		8			
Pour Slurry for Ductbank				8		
Patch Pave	6				8	
	68	48	40	68	8	8

Number	Description	Rate	Hours	Extension
17.244	1/2 Ton Pickup/Chevy 1500 LS Crew Cab	\$31.00	68	\$2,108.00
30.051	Loader Backhoe/John Deere 410L	\$68.49	48	\$3,287.52
32.032	Reach/LLG1043	\$56.61	40	\$2,344.40
17.255	1/2 Ton Pickup/Ford F150 Ext Cab	\$31.00	68	\$2,108.00
12.040	Dump Truck/Sterling L6500	\$54.69	8	\$437.52
ST Roller	5 Ton Roller	\$43.17	8	\$345.36
0	N/A	N/A	0	N/A
0	N/A	N/A	0	N/A
0	N/A	N/A	0	N/A
0	N/A	N/A	0	N/A
			240	
Total Equipment =				\$9,847.92

C. Materials

	Quantity	Unit	Price	Extension
Concrete Material	16	CY	\$150.00	\$2,700.00
Form Material	1	LS	\$1,000.00	\$1,000.00
				\$0.00
Ductbank Slurry	11	CY	\$125.00	\$1,375.00
Asphalt	2	TN	\$300.00	\$600.00
Weed Kill, AC Joint Sealant, & Tack Coat	1	LG	\$300.00	\$300.00
Conduit & Fittings	1	LS	\$300.00	\$300.00
Small Tools & Supplies		412 MH	\$3.00	\$1,236.00
				\$0.00
Tax	7.750%			\$682.10
Freight				\$400.00
Total Material =				\$8,853.10

D. Subcontractor

	Quantity	Unit	Price	Extension
CMC - Rebar	1	LS	\$1,400.00	\$1,400.00
	1	LS	\$0.00	\$0.00
Tricem Networks - Tower Install	1	LS	\$52,770.00	\$52,770.00
	1	LS	\$0.00	\$0.00
	1	LS	\$0.00	\$0.00
	1	LS	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Subcontract =				\$54,170.00



Tricom Networks Inc.
24335 Priclipp Rd Suite 109
Wildomar, CA 92595
Phone: 951-698-4900 Fax: 951-698-492
bbeckman@tricomnetworks.com

Contractor Lic# 924734

DIR# 1000044573

RE: **City of Imperial WWTP Project**

Estimate

ESTIMATE NO. 21-130
DATE April 7, 2021
CUSTOMER W. AL LYLES CO. Southern Division

SCOPE OF WORK		SITE#, ADDRESS	
80' ROHN Self Supporting Communication Tower		612 North H Street, Imperial, CA 92251	
QUANTITY	DESCRIPTION	UNIT PRICE	Extended
1.00	Provide and Install new 80' ROHN RSL80L29, Self-supporting Communication Tower, Foundation design Per: Basic Soils. Tower & Foundation Drawings Provided.	\$ 47,710.00	\$ 47,710.00
1.00	Provide Crane/Lift to set tower.	\$ 8,060.00	\$ 8,060.00
	Exclusions: antenna mounts or mast, Lightning acscent, Foundation & Permits		\$ -
			\$ 52,770.00

Acceptance Signature & Date: _____

Jeff Tholen

From: Christofferson, Amy L <Amy.Christofferson@cmc.com>
Sent: Friday, April 9, 2021 2:58 PM
To: Jeff Tholen
Subject: RE: Change Order Pricing for Radio Tower Foundation Reinforcement

Hi Jeff,

You are looking at \$1400 for roughly 350lbs. This includes material, labor, detailing and delivery.

Thank you,

Amy Christofferson
Project Manager

office: 858.737.7628 mobile: 619.961.0629

COMMERCIAL METALS COMPANY
CMC Rebar – San Diego
3880 Murphy Canyon Road | Suite 100 | San Diego, CA 92123
cmc.com

DATE SUBMITTED 04/28/21

SUBMITTED BY PARKS

DATE ACTION REQUIRED 05/05/21

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS 38

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: EAGER PARK SPLASH PAD SHADE PROJECT

1. ACCEPT BID SUBMITTED BY USA SHADE, INC. IN THE AMOUNT OF 121,485.24
2. APPROVE A 15% CONTINGENCY

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

In April, 2021 staff released BID No# 2021-02 for the Eager Park Splash Pad Shade Project. As part of the bidding process it was required to attend a mandatory job walk in order to submit. On April 23, 2021 only one bid was received by USA SHADE, INC. in the amount of \$121,485.24

Please see attached Bid opening sheet

FISCAL IMPACT:

\$121,485,24

PER CAPITA GRANT FUNDING AND MARCH AND ASH
RECREATION FUNDS

FINANCE VB

STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the Bid submitted By USA Shade, Inc and approve 15% contingency

DEPT. INITIALS [Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Bid Opening Act

BID No 2021-02

"EAGER PARK SPLASH PAD SHADE PROJECT"

Bids received by: City Clerk

Were opened at 11:16 AM on 04/23/21

By: Debra Jackson - City Clerk

Witnessed by:

Signature

Priscilla Garcia

JAIME LA CUESTA

J. Garcia
Jaime La Cuesta

COMPANY	BID AMOUNT	BID BOND
<u>USA Shade and Fabric</u>	<u>\$121,485.29</u>	<u>✓</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>

BIDS WERE GIVEN TO Tommy Lopez FOR STUDY AND
RECOMMENDATION TO CITY COUNCIL.


DEBRA JACKSON, CITY CLERK

DATE 4-23-2021