

AGENDA

**CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
FEBRUARY 5, 2020
CLOSED SESSION 6:30 PM
OPEN SESSION 7:00 PM**

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

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

A. CITY COUNCIL CONVENES TO CLOSED SESSION AT 6:30 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 – ANTICIPATED LITIGATION

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

One Case (No. 18-2)

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. (Section 54956.9 (c))

One Potential Case

A-3. SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Section 54956.8)

PROPERTY: Northwest Corner of 15th Street and SR-86

AGENCY NEGOTIATOR: City Manager

NEGOTIATING PARTIES: Halferty Development Company, LLC

UNDER NEGOTIATION: Pricing and Terms

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. SPECIAL PRESENTATION:

D-1. PRESENTATION: PROCLAMATION – “NATIONAL MARRIAGE WEEK”, FEBRUARY 7-14, 2020 Requested by IVROP

E. CONSENT AGENDA:

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

E-1. Approval of claims/warrants report.

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

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

F-1. SUBJECT: ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-1 (COMMERCIAL NEIGHBORHOOD) TO ALLOW EXISTING BUSINESS; AIRWAVE COMMUNICATION TO PERFORM AUTOMOBILE SERVICES.

- 1.** INTRODUCTION/1ST READING BY TITLE ONLY OF ORDINANCE NO. 805, AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO C-1 (COMMERCIAL NEIGHBORHOOD) FOR APN: 064-151-002.
- 2.** ADOPTION OF RESOLUTION NO.2020-03, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA RECOMMENDING APPROVAL OF THE ZONE CHANGE AND GENERAL PLAN AMENDMENT FOR ASSESSOR PARCEL NUMBER 064-151-002 TO ALLOW FOR THE NEIGHBORHOOD COMMERCIAL DEVELOPMENT OF AN AUTOMOBILE SERVICE STATION.

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

G-1. SUBJECT: DISCUSSION/ACTION: IMPERIAL GARDENS APARTMENTS – SUBORDINATION AGREEMENT.

1. APPROVAL OF SUBORDINATION AGREEMENT FOR THE IMPERIAL GARDENS APARTMENTS.

G-2. SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION.

1. ADOPTION OF RESOLUTION 2020-04, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA AUTHORIZING JOINT APPLICATION WITH THE DEVELOPER OF THE WORTHINGTON LA LUNA FAMILY APARTMENTS AFFORDABLE HOUSING PROJECT, THE SUBMISSION OF AN APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM IN THE AGGREGATE AMOUNT OF NOT TO EXCEED \$16,000,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL PROGRAM DOCUMENTS ON BEHALF OF THE CITY.

G-3. SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA INFRASTRUCTURE GRANT PROGRAM APPLICATION.

1. ADOPTION OF RESOLUTION 2020-05, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING STAFF TO WORK IN PARTNERSHIP WITH EAH TO SUBMIT A JOINT APPLICATION FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) PROGRAM FUNDS FOR THE CONSTRUCTION OF IMPERIAL SENIOR AND RELATED TRANSPORTATION IMPROVEMENTS AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS AND/OR AGREEMENTS WITH SUCH CHANGES AS DETERMINED BY THE CITY ATTORNEY.

G-4. SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH SUBDIVISION UNIT 3B-PHASES 10A & 10B-FM 24/31-33.

1. APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS.
2. AUTHORIZE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC WITH A PERSONAL GUARANTY.

G-5. SUBJECT: DISCUSSION/ACTION: RUSSELL COURT SUBDIVISION UNIT 1 – PHASES 1A TO 1D-FM27/57-60

1. APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS.
2. AUTHORIZE BOND REDUCTION.

G-6. SUBJECT: DISCUSSION/ACTION: MAYFIELD UNIT 3C FINAL MAP

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MAYFIELD 3C.
2. AUTHORIZE CITY CLERK TO RECORD FINAL MAP AND RELATED DOCUMENTS.

**G-7. SUBJECT: DISCUSSION/ACTION: SENSUS CUSTOMER PORTAL PROJECT
(WATER USE)**

1. APPROVE DISBURSEMENT OF FUNDS FOR THE SENSUS CUSTOMER PORTAL PROJECT IN THE AMOUNT OF \$34,975.00

G-8. SUBJECT: DISCUSSION/ACTION: 2018 STONEGARDEN MEMORANDUM OF UNDERSTANDING (MOU) – POLICE DEPARTMENT.

1. APPROVE MOU FOR FISCAL YEAR 2018 OPERATION STONEGARDEN GRANT PROGRAM.

H. REPORTS:

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

H-2. SUBJECT: INTERIM CITY MANAGER REPORT.

H-3. SUBJECT: DEPARTMENT REPORTS.

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, FEBRUARY 19, 2020 AT 7:00 P.M.

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

**PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF IMPERIA DECLARING THE WEEK OF
FEBRUARY 7-14, 2020 AS,
“NATIONAL MARRIAGE WEEK”**

WHEREAS, marriage binds couples together in a network of affection, mutual aid and mutual obligation, commits fathers to their children, and connects children to a wider network of welcoming kin, Marriage thus is the outward, visible sign of a couple’s desire to create a lasting life and provide the bastion on-going of support necessary for the growth of healthy children and a healthy family; and

WHEREAS, mounting scientific evidence confirms that the best environment for children to flourish is in being raised by parents in healthy marriages, rather than unhealthy marriages or by single or cohabitating parents and these children demonstrate less behavioral problems in school, are less likely to be a victim of physical or sexual abuse, less likely to abuse drugs and alcohol, less likely to commit delinquent behaviors, have a better relationship with their mothers and fathers, are less likely to be sexually active and become pregnant as a teenager or impregnate someone, are less likely to contract STDs, have a decreased chance of divorcing when they get married, and are less likely to be raised in poverty; and

WHEREAS, Healthy Marriages protect adults as well as children, mothers as well as fathers and research indicates that women in healthy relationships experience more physical and emotional health, more wealth, are less likely to be victims of domestic violence, sexual assault, or other violent crimes, less likely to attempt or commit suicide, have decreased risk of drugs or alcohol use and less likely to contract STDs, are less likely to remain or end up in poverty, and more likely to have better relationships with their children; and

WHEREAS, Research also indicates that men in healthy marriages experience are more likely to live longer, be physically and emotionally healthier, wealthier, have increased stability of employment, higher wages, decreased risk of drug and alcohol abuse, have better relationships with their children, more satisfying relationship with their spouse, are less likely to attempt or commit suicide; and

WHEREAS, we acknowledge the importance of lasting, healthy marriage to be the well-being of children therefore, to the future of our community, we recognize that our community benefits from having a high percentage of couples in healthy relationships. We note the following: Higher rates of physically healthy citizens, higher rates of emotionally healthy citizens, higher rates of educated citizens, lower domestic violence rates, lower crime statistics, lower teenage pregnancy rates, lower rates of juvenile delinquency, higher rates of home ownership, higher property values, and overall decreased need of social services. Recent advances in research have helped us identify the behaviors and skills necessary for a healthy relationship. Furthermore, we now have proven methods for teaching these skills and behaviors; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial, in consideration of all these important values for our community, we do hereby proclaim February 7 through February 14, 2020 as,

“NATIONAL MARRIAGE WEEK IN IMPERIAL”

PRESENTED by the Mayor of the City of Imperial during a regular meeting on the 5th day of February, 2020.

Darrell Pechtl, Mayor

Check Register Report

ITEM E-1

Date: 02/03/2020

Time: 9:27 am

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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91309	01/14/2020	Printed		5666	360 BUSINESS PRODUCTS		82.26
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91311	01/14/2020	Printed		3186	ADRIANA ZAMUDIO		460.84
91312	01/14/2020	Printed		1119	ALBERT VALENZUELA		41.56
91313	01/14/2020	Printed		4207	ALEXIS CHALUPNIK		369.04
91314	01/14/2020	Printed		5956	AMAZON CAPITAL SERVICES		355.52
91315	01/14/2020	Printed		5287	ANDREA STIFF-RIOS		145.45
91316	01/14/2020	Printed		2081	ARAMARK UNIFORM SERVICE		3,549.75
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91318	01/14/2020	Printed		1851	AT&T LONG DISTANCE		376.83
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91322	01/14/2020	Printed		3135	COUNTY OF SAN DIEGO, RCS		3,078.00
91323	01/14/2020	Printed		5295	DANNY MCCLURE		97.94
91324	01/14/2020	Printed		6105	DELL FINANCIAL SERVICES		4,765.98
91325	01/14/2020	Printed		1056	DELL MARKETING L.P.		418.17
91326	01/14/2020	Printed		1623	DENNIS H. MORITAAPC		15,887.50
91327	01/14/2020	Printed		339	DEPARTMENT OF CONSERVATION		1,733.48
91328	01/14/2020	Printed		569	DESERT VETERINARY GROUP		45.00
91329	01/14/2020	Printed		6887	DEVIN MIRCHI		84.90
91330	01/14/2020	Printed		4049	DIVISION OF THE STATE		200.00
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91334	01/14/2020	Printed		019	FERGUSON ENTERPRISES, INC.		74.48
91335	01/14/2020	Printed		5134	FORENSIC DRUG TESTING SERVICES		288.00
91336	01/14/2020	Printed		314	FRANCHISE TAX BOARD		2,288.42
91337	01/14/2020	Printed		6891	GLENN WALKER		66.18
91338	01/14/2020	Printed		2181	HARRIS COMPUTER SYSTEMS		15,428.74
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91347	01/14/2020	Printed		221	IMPERIAL PRINTERS		1,069.95
91348	01/14/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		5.38
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91353	01/14/2020	Printed		6896	JOSE CASAS		96.23
91354	01/14/2020	Printed		5658	KAZ-BROS DESIGN SHOP		21.55
91355	01/14/2020	Printed		5580	KOPPEL & GRUBER PUBLIC FINANCE		13,969.84
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91357	01/14/2020	Printed		6888	LISACRUMDY		65.06
91358	01/14/2020	Printed		6898	LUIS ZARAGOZA		105.42
91359	01/14/2020	Printed		6890	MANUELA LOPEZ		94.45
91360	01/14/2020	Printed		6889	MARIEN ARVIZU		74.38

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CITY OF IMPERIAL

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91365	01/14/2020	Printed		3296	MUNIMETRIX SYSTEMS CORP .		499.00
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91371	01/14/2020	Printed		4562	PET WASTE ELIMINATOR		172.40
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91373	01/14/2020	Printed		6884	RARESTEP, INC. DBA FLEETIO		4,500.00
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91377	01/14/2020	Printed		5706	SHI INTERNATIONAL CORP		7,672.92
91378	01/14/2020	Printed		1367	SHRED-IT		33.50
91379	01/14/2020	Printed		4561	STATEWIDE TRAFFIC SAFETY AND		31,994.04
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91388	01/14/2020	Printed		6883	ULINE		104.22
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91395	01/14/2020	Printed		611	VERIZON WIRELESS		4,286.59
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91397	01/14/2020	Printed		5639	WAGeworks, INC		50.00
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91399	01/14/2020	Printed		1968	WESTAIR GASES & EQUIPMENT		89.93
91400	01/14/2020	Printed		3603	XYLEM		582.95
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91650	01/22/2020	Printed		6859	ALL VALLEY BACKFLOW		337.53
91651	01/22/2020	Printed		2357	ALL VALLEY FENCE		6,672.92
91652	01/22/2020	Printed		6181	ALLIANT CONSULTING, INC		600.00
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BANK: UNION BANK

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91659	01/22/2020	Printed		1009	ARCTIC AIR		1,360.00
91660	01/22/2020	Printed		5536	ARGENIS QUIROZ		34.68
91661	01/22/2020	Printed		1700	ASCAP		363.00
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91666	01/22/2020	Printed		6901	BARRETT DUNN		11.74
91667	01/22/2020	Printed		6040	BEATRIZ GONZALEZ AND DELFINA		3,200.00
91668	01/22/2020	Printed		6370	BIG STATE INDUSTRIAL SUPPLY		2,226.60
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91672	01/22/2020	Printed		3669	CANON		1,295.94
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91677	01/22/2020	Printed		1744	CONVEYOR GROUP		285.00
91678	01/22/2020	Printed		514	CORE & MAIN LP		19,842.14
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91681	01/22/2020	Printed		858	CYNTHIA'S FLOWER CONNECTION		49.76
91682	01/22/2020	Printed		3659	DALLANA GOMEZ		400.40
91683	01/22/2020	Printed		1573	DEPARTMENT OF JUSTICE		32.00
91684	01/22/2020	Printed		6642	EDD		100.00
91685	01/22/2020	Printed		2558	EFILE CABINET		1,350.00
91686	01/22/2020	Printed		1307	EXECUTIVE LANDSCAPE INC		27,775.00
91687	01/22/2020	Printed		019	FERGUSON ENTERPRISES, INC.		3,311.62
91688	01/22/2020	Printed		314	FRANCHISE TAX BOARD		1,061.27
91689	01/22/2020	Printed		117	HAAKER EQUIPMENT COMPANY		103.32
91690	01/22/2020	Printed		2096	HOME DEPOT CREDIT SERVICES		1,133.50
91691	01/22/2020	Printed		4377	HUBER TECHNOLOGY INC		5,065.12
91692	01/22/2020	Printed		6904	HUM ENTERPRISES OF IMPERIAL VA		68.00
91693	01/22/2020	Printed		1190	ICMARC		2,240.19
91694	01/22/2020	Printed		222	IMPERIAL COUNTY AIR POLLUTION		1,361.50
91695	01/22/2020	Printed		2333	IMPERIAL COUNTY PUBLIC HEALTH		497.20
91696	01/22/2020	Printed		2914	IMPERIAL COUNTY TRANSPORTATION		2,273.26
91697	01/22/2020	Printed		028	IMPERIAL IRRIGATION DISTRICT		8,966.14
91698	01/22/2020	Printed		4264	IMPERIAL IRRIGATION DISTRICT		8,184.00
91699	01/22/2020	Printed		102	IMPERIAL POLICE OFFICERS ASSN.		650.00
91700	01/22/2020	Printed		221	IMPERIAL PRINTERS		282.39
91705	01/22/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		325.67

Check Register Report

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CITY OF IMPERIAL

BANK : UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
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91707	01/22/2020	Printed		320	INTERNAL REVENUE SERVICE		150.00
91708	01/22/2020	Printed		6903	ISABEL BELTRAN		140.50
91709	01/22/2020	Printed		191	JACKIE LOPER		145.81
91710	01/22/2020	Printed		1587	JADE SECURITY SYSTEMS, INC.		59.99
91711	01/22/2020	Printed		6908	JALEN MORQUECHO		160.92
91712	01/22/2020	Printed		5552	JAY CHOI		65.76
91713	01/22/2020	Printed		008	JIM REITER'S LOCKSMITH & SAFE		305.00
91714	01/22/2020	Printed		5355	JISELA SOLORZANO		31.00
91715	01/22/2020	Printed		6365	JOHN DEERE FINANCIAL		77.46
91716	01/22/2020	Printed		6902	JUAN OLMOS		1.35
91717	01/22/2020	Printed		3245	JUPITER VENTURES I, LP		138,186.24
91718	01/22/2020	Printed		868	K-C WELDING & RENTALS, INC.		1,083.16
91719	01/22/2020	Printed		5776	KAESER COMPRESSORS, INC		1,449.82
91720	01/22/2020	Printed		2901	KIMBALL MIDWEST		494.65
91721	01/22/2020	Printed		035	KISCO SALES, INC.		152.98
91722	01/22/2020	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		232.19
91723	01/22/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		900.00
91724	01/22/2020	Printed		6596	LC ENGINEERING CONSULTANTS INC		20,906.00
91725	01/22/2020	Printed		101	LINCOLN LIFE		1,026.00
91726	01/22/2020	Printed		401	LOWE'S		554.16
91727	01/22/2020	Printed		260	MALLORY SAFETY AND SUPPLY LLC		15.09
91728	01/22/2020	Printed		6640	MENDE'S GROOM ROOM		40.00
91729	01/22/2020	Printed		4481	O'REILLY		155.59
91730	01/22/2020	Printed		079	ONE SOURCE DISTRIBUTORS		2,262.04
91731	01/22/2020	Printed		4507	PACIFIC PIPELINE SUPPLY		16,762.10
91732	01/22/2020	Printed		6530	PEER SOFTWARE INC.		500.00
91733	01/22/2020	Printed		084	PITNEY BOWES PURCHASE POWER		400.00
91734	01/22/2020	Printed		3899	PLUMMER UPHOLSTERY SHOP		320.38
91735	01/22/2020	Printed		1455	PRIMO CONSTRUCTION & SERVICES		6,710.75
91736	01/22/2020	Printed		2782	PRINCIPAL-SBD GRAND ISLAND		4,400.24
91737	01/22/2020	Printed		6261	PRISCILLA GARCIA		152.50
91738	01/22/2020	Printed		1518	PROFORCE LAW ENFORCEMENT		949.79
91739	01/22/2020	Printed		3897	QT SANITATION		350.00
91740	01/22/2020	Printed		133	RAIN FOR RENT		95.22
91742	01/22/2020	Printed		694	REXEL OF AMERICA, LLC		4,558.14
91743	01/22/2020	Printed		2564	ROGERS & ROGERS CHRYSLER JEEP		1,233.68
91744	01/22/2020	Printed		1637	ROMEO'S CAR WASH		170.99
91745	01/22/2020	Printed		957	SC FUELS		2,573.30
91746	01/22/2020	Printed		1105	SCHOLASTIC TEACHER STORE		1,753.53
91747	01/22/2020	Printed		1239	SHERWIN-WILLIAMS		21,705.13
91748	01/22/2020	Printed		5706	SHI INTERNATIONAL CORP		230.59
91749	01/22/2020	Printed		3262	SIMNSA HEALTH PLAN		11,542.02
91750	01/22/2020	Printed		5257	SKM INC		777.50
91751	01/22/2020	Printed		6648	SMARTCOVER SYSTEMS		24,807.58
91752	01/22/2020	Printed		6633	SOCAL SEALCOAT SOLUTIONS, LLC		5,728.88
91753	01/22/2020	Printed		135	SOCALGAS		88.41
91754	01/22/2020	Printed		2365	SPARKLETTS		302.28
91755	01/22/2020	Printed		091	STAPLES CREDIT PLAN		913.92
91756	01/22/2020	Printed		3570	SWANK MOVIE LICENSING USA		450.00
91757	01/22/2020	Printed		1385	SWRCB ACCOUNTING OFFICE		8,539.00

Check Register Report

Date: 02/03/2020

Time: 9:27am

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CITY OF IMPERIAL

BANK : UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
91758	01/22/2020	Printed		104	TEAMSTERS, LOCAL 542		1,772.50
91759	01/22/2020	Printed		4533	TINA MICHELLE PACE		950.00
91760	01/22/2020	Printed		6905	TOTALAIRANALYSIS, INC.		17,775.00
91761	01/22/2020	Printed		944	UNITED WAY OF IMPERIAL COUNTY		7.00
91763	01/22/2020	Printed		615	VALLEY PEST SERVICES, INC		1,297.00
91764	01/22/2020	Printed		611	VERIZON WIRELESS		634.75
91765	01/22/2020	Printed		1568	WEBB AND ASSOCIATES		23,591.07
91766	01/22/2020	Printed		487	XPRESS LUBE		57.22
91769	01/23/2020	Printed		122	IMPERIAL STORES		1,755.77
91770	01/29/2020	Printed		2081	ARAMARK UNIFORM SERVICE		2,902.28
91771	01/29/2020	Printed		109	BJ ENGINEERING & SURVEYING		40,527.50
91772	01/29/2020	Printed		1255	BOB MURRAY & ASSOCIATES		3,564.09
91773	01/29/2020	Printed		251	CALIFORNIA JPIA		375.00
91774	01/29/2020	Printed		455	CALIFORNIA STATE DISBURSEMENT		618.46
91781	01/29/2020	Printed		6857	COUNTY MOTOR PARTS CO, INC		3,782.54
91782	01/29/2020	Printed		1302	DAVID TURCH & ASSOCIATES		15,000.00
91783	01/29/2020	Printed		982	DEPARTMENT OF TRANSPORTATION		100.00
91784	01/29/2020	Printed		2815	DEVELOPMENT MANAGEMENT GROUP		4,000.00
91785	01/29/2020	Printed		3386	DON EUHUS		159.25
91786	01/29/2020	Printed		6642	EDD		100.00
91787	01/29/2020	Printed		207	EL CENTRO MOTORS		249.12
91788	01/29/2020	Printed		6732	EMILIO COTERO		103.84
91789	01/29/2020	Printed		314	FRANCHISE TAX BOARD		1,108.40
91790	01/29/2020	Printed		6562	GLORIA DELGADO		152.59
91791	01/29/2020	Printed		6912	GRACE HAVENS		97.94
91792	01/29/2020	Printed		1190	ICMARC		1,956.35
91793	01/29/2020	Printed		028	IMPERIAL IRRIGATION DISTRICT		1,976.91
91794	01/29/2020	Printed		221	IMPERIAL PRINTERS		87.90
91795	01/29/2020	Printed		122	IMPERIAL STORES		71.85
91796	01/29/2020	Printed		3187	IMPERIAL TRUSS & LUMBER CO.		23.40
91797	01/29/2020	Printed		320	INTERNAL REVENUE SERVICE		150.00
91798	01/29/2020	Printed		6910	ISAAC LOPEZ		95.65
91799	01/29/2020	Printed		6911	JOSE ALCALA		142.51
91800	01/29/2020	Printed		5230	LABOR COMPLIANCE CONSULTANTS		830.00
91801	01/29/2020	Printed		427	LEAGUE OF CA CITIES		270.00
91802	01/29/2020	Printed		101	LINCOLN LIFE		826.00
91803	01/29/2020	Printed		6914	MARIA ACOSTA		6.17
91804	01/29/2020	Printed		6909	MARINA ARCEO		80.76
91805	01/29/2020	Printed		6913	MARJORIE PENA		86.09
91806	01/29/2020	Printed		133	RAIN FOR RENT		52.10
91807	01/29/2020	Printed		694	REXEL OF AMERICA, LLC		133.69
91808	01/29/2020	Printed		6882	RUTH OCZKOWSKI		358.44
91809	01/29/2020	Printed		091	STAPLES CREDIT PLAN		428.10
91810	01/29/2020	Printed		6193	STRADLING YOCCA CARLSON&RAUTH,		1,382.50
91811	01/29/2020	Printed		6416	SUNDATA SUPPLY		73.95
91812	01/29/2020	Printed		4255	THOMSON REUTERS - WEST		4,312.30
91813	01/29/2020	Printed		4533	TINA MICHELLE PACE		2,850.00
91823	01/29/2020	Printed		5837	U.S. BANK		20,330.45
91824	01/29/2020	Printed		2008	UNITED PARCEL SERVICE		47.50
91825	01/29/2020	Printed		944	UNITED WAY OF IMPERIAL COUNTY		6.00

Check Register Report

Date: 02/03/2020
 Date: 02/03/2020
 Time: 9:27 am
 Time: 9:27 am
 Page: 6

CITY OF IMPERIAL

BANK: UNIONBANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
91826	01/29/2020	Printed		6906	UPS		214.84
91827	01/29/2020	Printed		1132	WELLS FARGO BANK MN, N.A.		442,909.21
91828	01/29/2020	Printed		1827	WILKINSON REAL ESTATE		111.46
91829	01/29/2020	Printed		487	XPRESS LUBE		77.81
91831	01/30/2020	Printed		4481	O'REILLY		81.59
				Total Checks: 257		Checks Total (excluding void checks):	2,513,480.97
				Total Payments: 257		Bank Total (excluding void checks):	2,513,480.97
				Total Payments: 257		Grand Total (excluding void checks):	2,513,480.97

E-2

MINUTES
CITY COUNCIL
And
IMPERIAL REDEVELOPMENT SUCCESSOR AGENCY
CITY OF IMPERIAL
NOVEMBER 6, 2019

COUNCIL MEMBERS PRESENT: **DALE, PECHTL, TUCKER, AND
AMPARANO**
EUGENIO ARRIVED AT 6:05 PM.

City Attorney Morita announced that subsequent to the posting of the agenda an item arose that needs action and requested that it be added to the agenda.

Motion by PECHTL, second by DALE to add the item for discussion in Closed Session as the need for action arose subsequent to the posting of the agenda.

AYES: DALE, PECHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: NONE

ABSENT: EUGENIO MOTION CARRIED 4-0

Item to appear as item A-3 on the Special Meeting agenda. Conference with Legal Counsel – Existing Litigation.

A. CITY COUNCIL CONVENED TO CLOSED SESSION

**A-1. SUBJECT: PUBLIC EMPLOYEE APPOINTMENT
54957 (b) (1)**

TITLE: City Manager

(See minutes for the Special meeting agenda for remaining items)

CITY COUNCIL ADJOURNED CLOSED SESSION

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

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

OTHER OFFICIALS PRESENT: **CITY ATTORNEY MORITA, CITY MANAGER
CHATWIN, PUBLIC SERVICES DIRECTOR
LOPER, FIRE CHIEF ESTRADA, POLICE CHIEF
BARRA, COMMUNITY SERVICES DIRECTOR
HALLER, IT DIRECTOR ESTRADA, FINANCE
DIRECTOR GUTIERREZ, COMMUNITY**

**DEVELOPMENT DIRECTOR MORA, CITY CLERK
JACKSON, AND PIO CHALUPNIK**

MAYOR AMPARANO called the meeting to order at 7:05 PM and the Pledge of Allegiance was led by Kris Haugh, NAF PAO

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

City Attorney Morita announced that action was taken to extend the terms of the purchase agreement with Halferty to January 18, 2020.

C. PUBLIC APPEARANCES:

None.

D. CONSENT AGENDA:

- D-1.** Approval of claims/warrants report.
- D-2.** Approval of Treasurers' Report for August 2019.
- D-3.** Approval of minutes for Regular meetings of August 7, 2019 and September 4, 2019 and Special workshop of September 4, 2019.
- D-4.** Acceptance of Additional Right-of-Way located at the southwest corner of Aten Boulevard & La Brucherie Road intersection, Specifically at APN 064-360-058.
- D-5.** Approval of Community Facilities District (CFD) Disbursement Request as requested by Victoria Ranch (CFD 2004-1) Payment Request No. 13-2019 and Payment Request No. 14-2019.

Motion by PECHTL, second by TUCKER to withhold warrants 89712, 89724, 89744, 89766, 89742 and 90077 for separate action.

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

MOTION CARRIED 5-0

Motion by PECHTL, second by TUCKER to approve the Consent Agenda excluding the warrants specified.

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

MOTION CARRIED 5-0

Motion by TUCKER second by EUGENIO to approve warrant 89712 payable to Darrell Pechtl.

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

MOTION CARRIED 4-0

Motion by PECHTL, second by TUCKER to approve warrant 89724 payable to Geoff Dale.

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

ABSENT: NONE

MOTION CARRIED 4-0

Motion by PECHTL, second by TUCKER to approve warrant 89744 payable to Karin Eugenio.

AYES: DALE, PACHTL, TUCKER, AND AMPARANO

NOES: NONE

ABSTAIN: EUGENIO

ABSENT: NONE

MOTION CARRIED 4-0

Motion by PECHTL, second by TUCKER to approve warrant 89766 payable to Robert Amparano.

AYES: DALE, EUGENIO, PECHTL, AND TUCKER

NOES: NONE

ABSTAIN: AMPARANO

ABSENT: NONE

MOTION CARRIED 4-0

Motion by PECHTL second by DALE to approve warrants 899742 and 90077 payable to JT Towing.

AYES: DALE, EUGENIO, PECHTL, AND AMPARANO

NOES: NONE

ABSTAIN: TUCKER

ABSENT: NONE

MOTION CARRIED 4-0

E. PUBLIC HEARINGS:

E-1. SUBJECT: PUBLIC HEARING: TENTATIVE TRACT MAP FOR MORNING GLORY TRAIL AIRPORT HANGER LOTS.

Public Hearing was opened at 7:13 PM

PLANNER TYLENDIA presented the staff report. The proposed tentative map is historically part of the Chen-Worthington Subdivision map. The Chen-Worthington map was approved in October 2004 to allow for the creation of 479 residential lots, 7 industrial lots, and a park site and retention basin. The project was developed by McMillin Homes as the Sky Ranch Subdivision. The proposed project would allow for the subdivision of acreage that would create 13 lots to allow for use of airport hangers in a zoning designation of I-1 (General Industrial).

Council members questioned of staff and developer as to repair/replacement of the block wall directly south of the project; aircraft noise and impact to homeowners and clarification of original plans to include residential use along with the hangers.

Gary Arnold, owner informed Council that he is willing to make repairs to a portion of the damaged block wall, but not in favor of replacing the entire wall and will work with staff to determine the type of material. Aircraft noise will be addressed in the Conditions of Approval. Mr. Arnold informed Council that the project will be hangers only as residential use is no longer allowed.

There were no objections received by members of the audience and the Hearing was closed at 7:24 PM.

1. ADOPTION OF RESOLUTION NO. 2019-50, APPROVING THE TENTATIVE TRACT MAP FOR MORNING GLORY TRAIL FOR 13 AIRPORT HANGER LOTS WITHIN THE SKY RANCH AVIONES SUBDIVISION: APN: 064-315-012 AND ADOPTION OF A NEGATIVE DECLARATION.

Motion by PECHTL, second by DALE to adopt Resolution No. 2019-30.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIED 5-0

E-2. SUBJECT: PUBLIC HEARING: ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-A (RESIDENTIAL APARTMENT) FOR THE DEVELOPMENT OF 80 MULTIFAMILY RESIDENTIAL APARTMENTS UNITS KNOWN AS THE 12TH THROUGH 15TH STREET APARTMENT PROJECT ON THE FOLLOWING ASSESSOR PARCEL NUMBERS: 063-201-008, 036-201-009, 063-192-008, 063-192-007, 063-191-011, 063-191-013, 063-191-010, 063-191,012, AND ADOPTION OF NEGATIVE DECLARATION.

The Public Hearing was opened at 7:25 PM

PLANNER TYLEND A presented the staff report to Council. The applicant, Ray Roben is requesting a Zone Change, General Plan Amendment and Adoption of a Negative Declaration for a proposed multi-family residential apartment project. This would rezone the eight parcels from R-1 (Single-family Residential) to R-A (Residential Apartment) to allow for the development and use of an 80 unit multi-family apartment complex. Tylanda reported the proposed use and zone change is consistent with the current and proposed (future) surrounding land uses envisioned for the area and will help the city move closer to compliance with the State of California's Regional Housing Needs Allocation numbers as outlined within the city's adopted Housing Element. The Planning Commission held a public hearing on August 14, 2019. Several individuals attended the meeting and participated in the public comment portion and spoke in opposition to the proposed project. The Planning Commission recommended the approval of the Zone Change and General Plan Amendment to City Council.

Comments were received from members of the audience, including Stacy Cox, Tony Smith, Maria Nero, David Ram, and Hector Flores. They all spoke in opposition to the project. Issues cited are the loss of a quiet single family neighborhood, increased issues with water pressure, lack of storm drains, increased traffic, students walking to school in an area that lacks sidewalks, curbs & gutters, noise, lack of street maintenance, and decreased property values. Several speakers felt that there are other areas within the city that would be better suited for such a project.

Applicant Ray Roben, addressed some of the concerns raised. He is looking at options for ingress/egress to the project. At this time there are no formal designs prepared as he is looking for zone change and general plan amendment to allow the project. He informed Council that there is a lack of suitable vacant property to build multi-family projects in the city. Mr. Roben feels that this project will increase property values along with improvements to be made in the area to include curb/gutter, sidewalks, water and sewer improvements and the opening of 15th Street to connect to La Brucherie.

The Public Hearing was closed at 8:22 PM

1. INTRODUCTION/1ST READING BY TITLE ONLY OF ORDINANCE NO. 803 APPROVING THE ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-A (RESIDENTIAL APARTMENT).

Motion by DALE, second by TUCKER to hold the first reading by title only.
AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

2. ADOPTION OF RESOLUTION NO. 2019-51, ADOPTING A NEGATIVE DECLARATION.

Motion by PECHTL, second by TUCKER to adopt Resolution No. 2019-51.
AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F. ACTION ITEMS:

F-1. SUBJECT: RESOLUTION TO SUPPORT LOCAL EMERGENCY DECLARATION AT THE SALTON SEA.

1. ADOPT RESOLUTION NO. 2019-52, A RESOLUTION OF THE CITY COUNCIL IN SUPPORT OF THE DECLARATION OF LOCAL EMERGENCY AT THE SALTON SEA.

Motion by DALE, second by TUCKER to adopt Resolution No. 2019-52.
AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-2. SUBJECT: CONSTRUCTION MANAGEMENT OF THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT.

1. APPROVE CONTRACT WITH WEBB ASSOCIATES FOR CONSTRUCTION MANAGEMENT, ENGINEERING SERVICES DURING CONSTRUCTION, AND INSPECTION SERVICES FOR THE WWTP PROJECT IN AN AMOUNT NOT TO EXCEED \$1,539,440.00

Motion by PECHTL, second by TUCKER to approve the contract with Webb Associates.
AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-3. SUBJECT: BENCHMARK MORTGAGE 4TH ANNUAL JINGLE AND MINGLE EVENT.

1. AUTHORIZATION OF BENCHMARK MORTGAGE TO HOST THE 4TH ANNUAL JINGLE AND MINGLE ON DECEMBER 12, 2019 AT VICTORIA PARK FROM 5:30 PM TO 8:30 PM.

Motion by PECHTL, second by TUCKER to approve the hosting of the event by Benchmark Mortgage.

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

MOTION CARRIED 5-0

2. APPROVAL OF THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT VICTORIA PARK DURING THE EVENT.

Motion by PECHTL, second by TUCKER to approve the sale and consumption alcohol at the event.

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

MOTION CARRIED 5-0

F-4. SUBJECT: WATER TREATMENT PLANT – FILTER MEDIA REPLACEMENT PROJECT. BID NO. 2019-09

1. AWARD BID TO ERS INDUSTRIAL SERVICES INC. IN THE AMOUNT OF \$168,910.00.

Motion by PECHTL, second by TUCKER to award bid to ERS Industrial Services Inc.

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

MOTION CARRIED 5-0

F-5. SUBJECT: CITY HALL SEWER LINE

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

Motion by PECHTL, second by TUCKER to suspend the emergency.

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

MOTION CARRIED 5-0

F-6. SUBJECT: CONSTRUCTION OF STORM DRAIN SYSTEM AND ASPHALT RUBBER COMPOSITE LAYER OVERLAY ALONG 11TH STREET FROM NORTH “D” STREET TO OLD SR-86 (BID NO. 2019-10).

1. AWARD BID TO GRANITE CONSTRUCTION IN THE AMOUNT OF \$1,354,531.00.

Motion by TUCKER, second by PECHTL to award bid to Granite Construction.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

2. AUTHORIZE 15% CONTINGENCY.

Motion by TUCKER, second by PECHTL to authorize 15% contingency.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO.
NOES: NONOE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

**F-7. SUBJECT: SAVANNA RANCH RETENTION BASIN FENCE CONSTRUCTION.
(BID 2019-08).**

1. AWARD BID TO AB FENCE COMPANY IN THE AMOUNT OF \$17,652.50.

Motion by DALE, second by PECHTL to award bid to AB Fence Company.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

**F-8. SUBJECT: MAINTENANCE OF EQUIPMENT – WASTEWATER TREATMENT
PLANT UV SYSTEM.**

**1. APPROVE PURCHASE OF UV PARTS AND EQUIPMENT FROM DC FROST
ASSOCIATES IN THE AMOUNT OF \$35,072.10.**

Motion by DALE, second by PECHTL to approve the purchase of parts and equipment.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

**F-9. SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH WATER TANK
REIMBURSEMENT AGREEMENT. (SECOND AMENDMENT).**

**1. APPROVE CORRECTION OF TYPOGRAPHICAL ERROR IN THE TERM OF
THE AGREEMENT.**

Motion by PECHTL, second by TUCKER to approve the correction to the agreement.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-10. SUBJECT: EAGER PARK PLAYGROUND SURFACING IMPROVEMENT.

1. ACCEPTANCE OF PROJECT AS COMPLETED BY ZASUETA CONTRACTING, INC. AND AUTHORIZE FILING OF NOTICE OF COMPLETION.

Motion by TUCKER, second by EUGENIO to accept the project.

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

MOTION CARRIED 5-0

2. APPROVAL FOR PAYMENT TO ZASUETA CONTRACTING, INC,

Motion by TUCKER, second by EUGENIO to approve the payment to Zasueta Contracting.

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

MOTION CARRIED 5-0

**F-11. SUBJECT: CITY COUNCIL MEMBER APPOINTMENTS
TO THE CITY OF IMPERIAL PLANNING COMMISSION.**

**1. APPROVE APPOINTMENT OF COMMISSION MEMBER RECOMMENDED BY
COUNCIL MEMBER DALE.**

Motion by DALE, second by PECHTL to appoint Mark Hammerness to the Planning Commission.

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

MOTION CARRIED 5-0

**2. APPROVE APPOINTMENT OF COMMISSION MEMBER RECOMMENDED BY
COUNCIL MEMBER EUGENIO.**

Motion by EUGENIO, second by DALE to appoint Katherine Burnworth to the Planning Commission.

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

MOTION CARRIED 5-0

**3. APPROVE APPOINTMENT OF COMMISSION MEMBER RECOMMENDED BY
COUNCIL MEMBER TUCKER.**

Motion by TUCKER, second by PECHTL to appoint Veronica Harvey to the Planning Commission.

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

MOTION CARRIED 5-0

**F-12 SUBJECT: SUCCESSOR AGENCY: PRE-DEVELOPMENT EXPENSES FOR
SENIOR HOUSING PROJECT.**

Council members expressed their desire to have Mr. Ric Brown present in order to address council with any questions they may have.

1. APPROVAL OF DRAW #6, REIMBURSEMENT FOR COSTS INCURRED BY EAH, INC. FOR PRE-DEVELOPMENT EXPENSES.

Motion by PECHTL, second by DALE to table the item.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

F-13. SUBJECT: SKY RANCH BLOCK WALL STRUCTURAL ISSUES.

1. PROVIDE DIRECTION WITH REPAIR / REBUILD OF DAMAGED SECTION OF SKY RANCH BLOCK WALL (NORTH END).

Staff to bring back options for repairs or re-building of the wall.

F-14. SUBJECT: CITY MANAGER CONTRACT.

1. APPROVAL OF 4TH AMENDMENT TO THE CITY MANAGER'S CONTRACT BETWEEN THE CITY OF IMPERIAL AND STEFAN T. CHATWIN TO EXTEND CONTRACT THROUGH DECEMBER 27, 2019 ON SAME TERMS AND CONDITIONS.

Motion by PECHTL, second by TUCKER to approve the 4th amendment to the City Manager's contract.

AYES: DALE, EUGENIO, PECHTL, TUCKER, AND AMPARANO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE MOTION CARRIED 5-0

G. REPORTS:

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

EUGENIO expressed appreciation for the Market Day event that was very well done. Reported she attended the Movie in the Park and the League of California Cities Annual Conference.

TUCKER reported he attended the grand opening of the new food bank facilities.

PECHTL stated he enjoyed the Market Day event. Reported on attending the League of California Cities Annual Conference. Pechtl congratulated Stefan on his recent hiring as City Manager for the City of Fairfield, CA,

AMPARANO reported on attending the Market Day event and the League of California Cities Annual Conference.

G-2. SUBJECT: CITY MANAGER REPORT

None.

G-3. SUBJECT: DEPARTMENT REPORTS.

COMMUNITY SERVICES DIRECTOR informed Council that 150 trees the city received under the Urban Forest Grant have been planted in various city parks. There will be a community outreach and stewardship training on November 16, 2019 with the planting of the remaining 25 trees at Eager Park. She announced that the vendor applications are now available for the upcoming Parade of Lights and December Market Day.

FIRE CHIEF ESTRADA thanked Mr. Chatwin for his service and leadership as City Manager.

CITY COUNCIL MEETING ADJOURNED AT 9:32 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, NOVEMBER 20, 2019 AT 7:00 P.M.

**MINUTES FOR A
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF IMPERIAL
NOVEMBER 6, 2019
6:00 P.M.
CLOSED SESSION**

*****THIS MEETING RAN CONCURRENT WITH THE REGULAR MEETING*****

A. CITY COUNCIL CONVENED TO CLOSED SESSION AT 6:00 P.M

**A-2. SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Section 54956.8)**

Property: Northwest Corner of 15th Street and SR-86
Agency Negotiator: City Manager
Negotiating Parties: Halferty Development Company LLC
Under Negotiation: Pricing and Terms

**A-3. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Section 54956.9)**

Case No. WCAB No. ADJ11585013

ADJOURNED SPECIAL MEETING AND CONVENED IN REGULAR MEETING.

Agenda Item No. F-1

DATE SUBMITTED

1/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/5/2020

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

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO C-1 (COMMERCIAL NEIGHBORHOOD) AND APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOW THE EXISTING BUSINESS AIRWAVE COMMUNICATION TO PERFORM AUTOMOBILE SERVICES ON THE ADJACENT PARCEL.

1. INTRODUCTION/1ST READING BY TITLE ONLY OF ORD. NO. 805 APPROVING THE ZONE CHANGE AND GENERAL PLAN AMENDMENT FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO C-1 (COMMERCIAL NEIGHBORHOOD) AND APPROVAL OF THE CONDITIONAL USE PERMIT TO ALLOW OPERATION OF AUTOMOBILE SERVICES.
2. ADOPTION OF RESOLUTION 2020-03 APPROVING CERTIFICATION OF A CLASS 32 CATEGORICAL EXEMPTION FOR THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY: The applicant, Airwave communications is requesting a zone change and general plan amendment in order to expand their existing business to the adjacent parcel, located on their lot behind K Sushi and adjacent to their existing business location in Imperial. At this time the lot is zoned R-1 (Residential Single-Family) which does not allow for commercial developments. The proposed zone change would allow the applicant to potential operate their business on the adjacent parcel behind K-Sushi. The proposed zone change would be the same zoning as the currently commercial operations that are both adjacent to the parcel, which are also (C-1) Commercial Neighborhood Zones. The Conditional Use Permit is required because the use is not permitted by right but by obtaining a conditional use permit for automobile services.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Ordinance No. _____ and Resolution 2020-_____

DEPT.
INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REFERRED

TO:

REJECTED ()

DEFERRED ()



Staff Report

Agenda Item No.

To: City of Imperial, City Council

From: Lisa Tylanda, Planner

Date: January 29, 2020

Subject: Zone Change/General Plan Amendment/Conditional Use Permit for Airwave Communication

Background:

Current Zoning: R-1	Current Land Use: Vacant Parcel
Size of Property: 16,167.11 square-feet	Parcel Legal Description: LOTS 11 & 12 & POR LOTS 4 5 6 & 10 BLK 116 TSTE OF IMPERIAL
Site Design: Please see Site Plan provided below.	Environmental Clearance: Class 32 In-fill Exemption

Zone Change/General Plan Amendment (19_03) and Conditional Use Permit (19_08)



1" = 188 ft	City of Imperial	01/03/2020		
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.				

Project Summary:

The applicant, Airwave communications is requesting the zone change and general plan amendment in order to expand their existing business to the adjacent parcel, to allow a new metal building located on their lot behind K Sushi and adjacent to their existing business location in Imperial. At this time the lot is zoned R-1 (Residential Single-Family) which does not allow for commercial developments. The applicant is applying for the zone change in order to allow for expansion of his currently operating business. The proposed zone change and general plan amendment are to go from a residential single-family zoning to a C-1, commercial neighborhood zoning.

The proposed zone change would allow the applicant to potential operate their business on the adjacent parcel behind K-Sushi. The proposed zone change would be the same zoning as the currently commercial operations that are both adjacent to the parcel, which are also (C-1) Commercial Neighborhood Zones. The Conditional Use Permit is required because the use is not permitted by right but by obtaining a conditional use permit for automobile services.

General Plan Compliance and Policies Related to this Application

Land Use Element:

East Downtown Character Area is located on the east side of Highway 86 north and south of Barioni Boulevard, provides an opportunity to serve as an extension of Downtown. It is envisioned to offer commercial diversity, while still providing an attractive image for drivers.

- **Land Use Element Goal #1 Growth & Development:** Implement the successful transformation of the City from a small town into a medium, full service City while maintaining its rural character via planned and orderly development.
- **Land Use Element Goal #2 Land Use Compatibility:** Achieve land use compatibility throughout the City and promote character areas, where appropriate.
- **Land Use Element Goal #4 Economic Prosperity:** Achieve a balanced and varied economic base which provides a broad range of goods, services, and employment to the City's residents and the region in a manner that is aesthetically pleasing and consistent with the character areas.

Circulation Element:

The proposed Zone Change is consistent with and meets various goals of the Circulation Element by bringing commercial development closer to the City and existing Neighborhoods:

- **Circulation Element Goal #1 Circulation & Land Use :** Plan land uses in conjunction with the circulation system to encourage future growth in areas of higher density on transportation nodes, which will better allocate City resources and limit vehicle miles traveled.
- **Circulation Element Goal #2 Safe & Complete Streets:** Develop a multi-modal network and balanced transportation system that safely accommodates all modes of travel.

This Zone Change will not cause any traffic generation or affect the circulation of the existing traffic in the area. As the vacant parcels are developed, there may be an increase in the traffic volume in the immediate area surrounding these sites.

Public Improvements/City Services:

No public improvements are required with the approval of this Zone Change. However, when the vacant parcels are developed, all missing public improvements shall be constructed

Neighborhood Impact/Interface:

There is no neighborhood impact/interface anticipated as a result of this Zone Change. At the time of development, consideration will be given to the impacts any future project might have on the surrounding area.

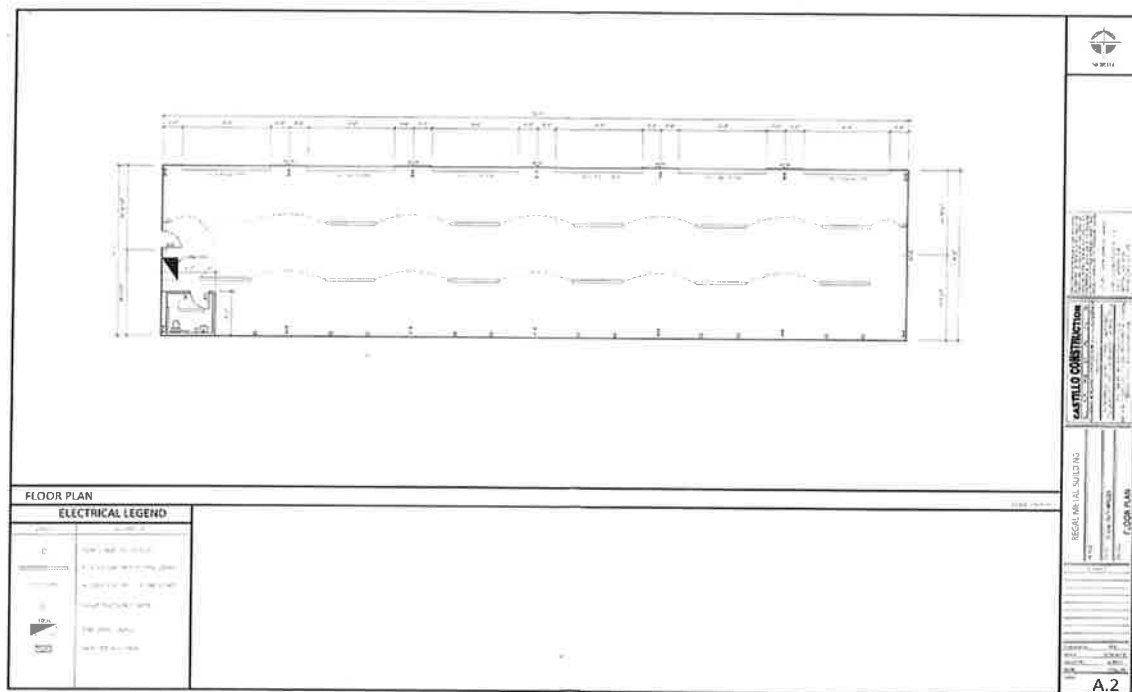
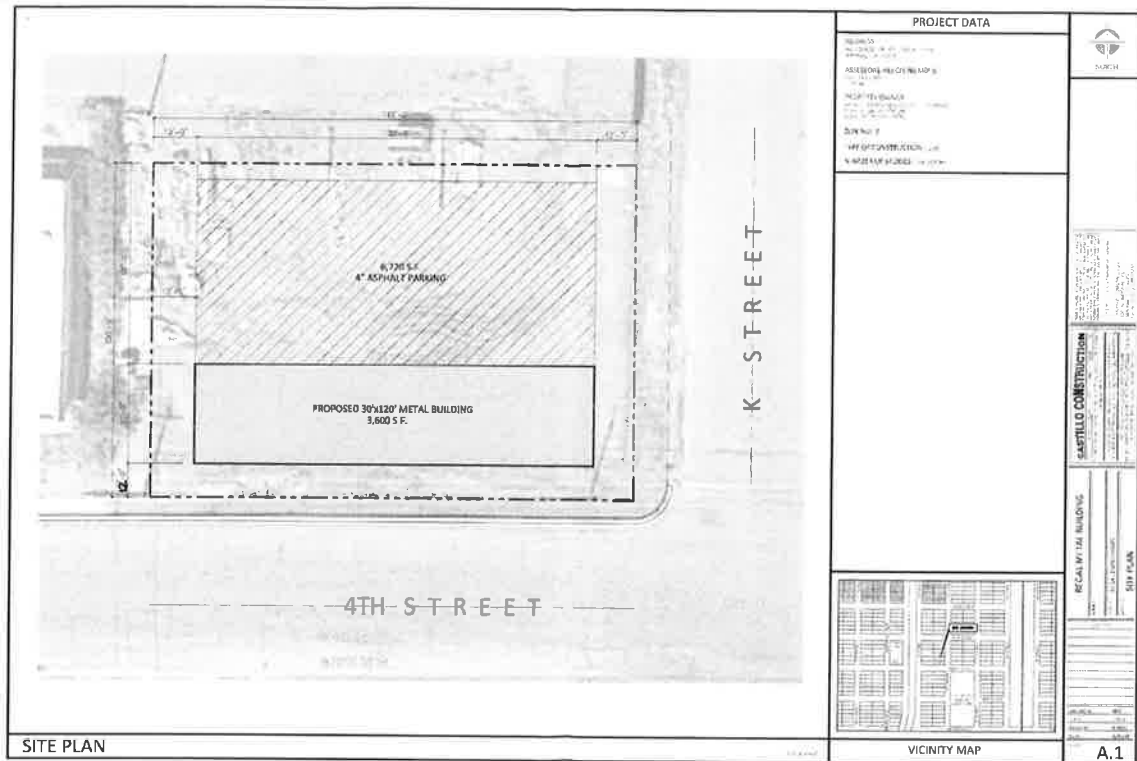
Staff Recommendation:

Staff recommends this item to the City Council for review and approval.

Attachments:

- Conceptual Site Plan/Floor Plan
- Project Summary from Applicant
- Resolution
- Conditions of Approval

Conceptual Site & Floor Plans:



CASTILLO CONSTRUCTION

C O M P A N Y

P. O. Box 233 • Imperial, CA 92251
Phone: (760) 355-1051 • Fax: (760) 355-4158
www.castilloconstruction.com • CA#257339

November 4, 2019

City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

Attn: Lisa Tylanda

Re: Regal Enterprises

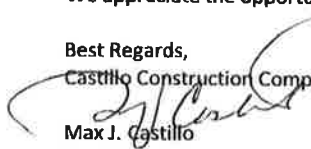
Dear Miss Tylanda,

The following is a narrative for the Regal Enterprises project. They took over the business in 2003 from Hendricks Communications, which ran the Communications business for 30 to 40 years prior to that. They need to expand their facility to be able to service the growing number of customers.

They hope to add a 6 bay service and installation shop totaling 3,600SF. We have included a site plan showing the proposed location at the northwest corner of 4th and K Street. It will be housed in a metal building with the required landscaping and curbs, sidewalks and gutters.

At the present time the entire area is vacant with the office and existing shop fronting "J" Street. We appreciate the opportunity to present this project for your approval.

Best Regards,
Castillo Construction Company


Max J. Castillo
President

Cc: Regal Enterprises
Attn: Mr. Kelly Baker
414 South "J" Street
Imperial, CA 92251

Enclosed: A. Condition of title report
B. Site Plan
C. Elevation and Floor Plan

RESOLUTION NO. CC 2020- 03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA,
RECOMMENDING APPROVAL OF THE ZONE CHANGE AND GENERAL PLAN
AMENDMENT AND ~~CONDITIONAL USE PERMIT~~ FOR THE FOLLOWING ASSESSOR
PARCEL NUMBERS 064-151-002 TO ALLOW FOR THE NEIGHBORHOOD COMMERCIAL
DEVELOPMENT OF AN AUTOMOBILE SERVICE STATION.**

WHEREAS, Castillo Construction company applied on behalf of Regal Enterprises has submitted an application for a General Plan Amendment and Zone Change for certain real property described as follows:

ASSESSOR PARCEL NUMBERS: 064-151-002

WHEREAS, a duly notified public hearing was held by the City Council on February 5, 2020; and

WHEREAS, upon hearing and considering all testimony and arguments, examining the Initial Environmental Study, analyzing the information submitted by staff and considering any written and oral comments received, the Planning Commission considered all facts relating to the Conditional Use Permit, General Plan Amendment, and Zone Change.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the public hearing, the City Council hereby finds as follows:
 - 1. The proposed conditional use permit, zone change, and general plan amendment are consistent with the goals, objectives and policies of the General Plan;
 - 2. The proposed conditional use permit, zone change, general plan amendment, and proposed automobile service station is compatible with the surrounding environment;
 - 3. Public facilities and services can be provided to the proposed commercial development without placing undue additional burden on existing residents and businesses; and
- C) That on the findings made above, the Planning Commission recommends **APPROVAL** of the conditional use permit, zone change and general plan amendment; and
- D) That based on the evidence presented at the public hearing, the Planning Commission hereby recommends **APPROVAL** of the zone change and general plan amendment from R-1 (Residential Single-Family) to C-1 (Commercial Neighborhood) and;

- E) That based on the evidence presented at the public hearing, the Planning Commission hereby recommends APPROVAL of a Class 32 In-Fill Categorical Exemption; and
- F) All recommendations made by the Planning Commission are based on the following findings:
1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.
 2. The project is in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
 3. The initial environmental assessment shows that there is no substantial evidence that the zone change and general plan amendment may have a significant impact on the environment.
 4. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.
 5. The proposed Conditional Use Permit, Zone Change, and General Plan Amendment are consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of a City's and its sphere of influence.
 6. The proposed Conditional Use Permit, Zone Change, and General Plan Amendment are consistent with the policies and the land uses of the existing City of Imperial General Plan.
 7. The proposed General Plan Amendment and Zone Change are consistent with the objective of the City of Imperial Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 5th day of February 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL

for
Airwave Communications/ Regal Enterprises
Conditional Use Permit, Zone Change and General Plan Amendment
(APN 064-151-002)

1. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.
3. The Developer/Applicant shall pay all impact and capacity fees.
4. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. These costs shall be paid to the City prior to the issuance of a Certificate of Occupancy.
5. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to the issuance of a Certificate of Occupancy.
6. All infrastructure improvements shall be constructed prior to the issuance of a Certificate of Occupancy. Security shall be provided prior to the second reading/adoption of the Zone Change to ensure construction of said improvements and to comply with the Conditions of Approval.
7. The Developer shall provide adequate financial assistance to offset the impacts to local law enforcement, fire and school services to ensure the level of service of these departments are not adversely affected by the development of this project.
8. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water. The Developer shall construct new water mains and storage facilities in the project area if necessary and built according to City development standards. In the event that the collection system is improved by the City or another developer, this project shall pay its fair share of the cost of improvements.
9. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of wastewater. The Developer shall improve the collection system through the construction of new sanitary sewer mains where required and in accordance with City development standards.
10. The Developer/Applicant shall submit a lighting plan prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall be reviewed and approved by the City of Imperial Community Development Department.

11. Construction sites shall control dust (PM-10) generation through implementation of the construction mitigation measures detailed in Regulation VIII of the Air Pollution Control District's CEQA handbook and as outlined in the Mitigation Monitoring Program.
12. The conditional approval of the project shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
13. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.
14. The Developer/Applicant shall agree to defend, indemnify and hold harmless the City of Imperial, the Imperial County Airport, and their agents, including consultants, officers and employees from any claim, action or proceeding against the City or the County Airport, or their agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Zone Change, General Plan Amendment and Class 32 Categorical In-fill exemption. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys fees, or expert witness costs that may be asserted by any person or entity, including the Developer/Applicant arising out of or in connection with the approval of the Zone Change, General Plan Amendment and the Conditional Use Permit.

ORDINANCE NO. 805

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL CITY CODE TO CHANGE THE ZONING DESIGNATION AND GENERAL PLAN AMENDMENT FROM R-1 (RESIDENTIAL SINGLE FAMILY) TO C-1 (COMMERCIAL NEIGHBORHOOD) FOR THE FOLLOWING APN: 064-151-002

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

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

SECTION 2: The property affected by this ordinance is shown in Exhibit A, specifically known as APN: 064-151-002

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

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of ____ 2020.

Darrel Pechtal, Mayor

ATTEST:

Debra Jackson, City Clerk

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

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____ had its 1st reading on February 5th, 2020 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

I, Debra Jackson, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____ had its 2nd reading on M DD, 2020 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

DEBRA JACKSON, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

**AFFIDAVIT OF PUBLICATION
(2015.5 C.C.P.)**

STATE OF CALIFORNIA

County of Imperial

I am a resident of the County aforesaid; I am
of the age of eighteen years, and not a party to
interested in the above entitled matter. I am
principal clerk* of the printer of the

Imperial Valley Press

Newspaper of general circulation, printed and
published daily in the City of El Centro, County
Imperial and which newspaper has been
adged a newspaper of general circulation by
Superior Court of the County of Imperial,
State of California, under the date of October 9,
1911, Case Number 26775; that the notice, of
which the annexed is a printed copy, has been
published in each regular and entire issue of said
newspaper and not in any supplement thereof on
following dates, to-wit:

26.

in the year 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


SIGNATURE

This space is for the County Clerk's
Filing Stamp:

**Notice of Public Hearing
City of Imperial-City Council**

Notice is hereby given that a public hearing will be held by the City of Imperial City Council on **Wednesday, February 5, 2020 at 6:30 P.M.** The public hearing will be held at the City of Imperial Council Chambers located at **200 W. 9th Street, Imperial, CA 92251**. The Planning Commission will be conducting a Public Hearing for a proposed General Plan Amendment, Zone Change, Conditional Use Permit and a Class 32 Categorical Exemption from the California Environmental Quality Act, initiated by the applicant: **Castillo Construction Company**. The proposal is to change the land use and zoning designations for one (1) parcel known as **Assessor Parcel Number: 064-151-002** and legally described as: **LOTS 11 & 12 & POR LOTS 4 5 6 & 10 BLK 116 TSTE OF IMPERIAL**. There proposed Zone Change and General Plan Amendment are proposed to be from R-1 (Residential Single-Family) to C-1 (Commercial Neighborhood). The Conditional Use Permit would be to allow the use of Automobile and or truck services at the location.

Copies of the application and other pertinent information are available for review at the Community Development Department at Imperial City Hall during regular business hours. If you would like to know more about the proposed project prior to the public hearing, please contact Lisa Tyenda, Planner at (760) 355-3326 or via email at lytenda@cityofimperial.org.

Any person desiring to comment on the above project may do so in writing or may appear in person at the public hearing. Written comments should be directed to Ms. Debra Jackson, City Clerk, City of Imperial, 420 South Imperial Avenue, Imperial, CA 92251. Please reference the project name in all written correspondence.

Debra Jackson
City Clerk
L422

J26

DATE SUBMITTED January 29, 2020
 SUBMITTED BY L Gutierrez
 DATE ACTION REQUIRED February 5, 2020

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: IMPERIAL GARDENS APARTMENTS – SUBORDINATION AGREEMENT.**

1. APPROVAL OF SUBORDINATION AGREEMENT FOR IMPERIAL GARDENS APARTMENTS.

DEPARTMENT INVOLVED: **ADMINISTRATIVE SERVICES**

BACKGROUND/SUMMARY:

The Redevelopment Agency approved an Owner Participation Agreement with Imperial Gardens Apartments (Chelsea Investment Corporation) to provide a loan in the amount of \$100,000 to assist in the construction of an 81 unit affordable housing development. The City of Imperial also entered into a promissory note agreement with the City of Imperial Redevelopment Agency in the maximum amount of \$2,606,430 (H.O.M.E. Funds). The payment terms of the loan(s) state an annual payment be made to the city and the amount of the payment is dependent upon the Distributable Cash Flow. The city is a junior lienholder. The senior loan, which was allocated from tax exempt bond proceeds from the California Debt Limit Allocation Committee, has a mandatory remarketing date of April 1, 2020. Chelsea Investment Corporation is working with Fannie Mae to refinance the senior loan in order to pay off the outstanding bonds that are maturing. The refinancing will allow for earlier loan payments to the city as it frees up senior items in the cash flow waterfall. The refinancing is ready to close with the exception of these items.

FISCAL IMPACT:

N/A

F.O. INITIALS 

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.



MANAGER'S RECOMMENDATION:

MANAGER'S OFFICE INITIALS _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

Prepared by, and after recording
return to:

Gerson Law Firm APC
9255 Towne Centre Drive, Suite 300
San Diego, CA 92121

----- [Space Above This Line For Recording Data] -----

SUBORDINATION AGREEMENT
(Affordable)

This SUBORDINATION AGREEMENT (this "Agreement") dated as of **February __, 2020**, is executed by and among (i) **ORIX REAL ESTATE CAPITAL, LLC**, a **Delaware limited liability company** ("Senior Lender"), (ii) **CITY OF IMPERIAL**, a **political subdivision of the State of California** ("Subordinate Lender"), and (iii) **IGA, L.P.**, a **California limited partnership** ("Borrower").

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of **TWO MILLION SIX HUNDRED TWENTY ONE THOUSAND AND 00/100 DOLLARS (\$2,621,000.00)** (the "**Senior Loan**"), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of **TWO MILLION SIX HUNDRED SIX THOUSAND FOUR HUNDRED THIRTY AND 00/100 DOLLARS (\$2,606,430.00)** (the "**Subordinate Loan**") from Subordinate Lender to Borrower and secured by, among other things, a mortgage lien against the Mortgaged Property evidenced by that certain **Deed of Trust with Assignment of Rents**, dated September 1, 2003, executed by Borrower in favor of Subordinate Lender, and recorded in the Official Records of the Imperial County, California on **October 3, 2003**, as **Instrument No. 2003-030334 in Book 2243, Page 1407** ("**Subordinate Mortgage**"), which Subordinate Mortgage is to remain in place and to allow the Subordinate Loan to continue to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“Affiliate” means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual Controlled by, under common Control with, or which Controls such Person, and in all cases any other Person that holds fifty percent (50%) or more of the ownership interests in such Person.

“Borrower” means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which Senior Lender is not open for business, or (d) a day on which the Federal Reserve Bank of New York is not open for business.

“Condemnation Action” means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

“Control” (including with correlative meanings, the terms “Controlling,” “Controlled by” and “under common Control with”), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or operations of such entity, whether through the ownership of voting securities, ownership interests or by contract or otherwise.

“Default Notice” means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

“Person” means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

“Senior Lender” means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

“Senior Loan Default” means the occurrence of an “Event of Default” as that term is defined in the Senior Loan Documents.

“Senior Loan Documents” means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, and all other “Loan Documents” as that term is defined in the Senior Loan Agreement.

“Subordinate Lender” means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Agreement” means the Loan and Security Agreement of even date herewith by and between Borrower and Subordinate Lender.

“Subordinate Loan Default” means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

“Subordinate Loan Documents” means the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Regulatory Agreement, the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

“Subordinate Loan Regulatory Agreement” means that certain **The City of Imperial Home Investment Partnerships Program (HOME) Regulatory Agreement Loan Number 02-HOME-0592** dated as of **September 1, 2003**, by and among Borrower and Subordinate Lender, recorded **October 3, 2003** in Official Records of Imperial County, California as **Document No. 2003-030335 in Book 2243, Page 1421**.

“Subordinate Mortgage” means the mortgage, deed of trust or deed to secure debt encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender has caused to be recorded among the applicable land records on October 3, 2003.

“Subordinate Note” means the promissory note issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender to maintain the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower’s obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Subordinate Note.

From and after the date of this Agreement, the Subordinate Note shall be deemed to contain the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note (and any schedules) dated as of even date herewith in the original principal amount of **TWO MILLION SIX HUNDRED TWENTY ONE THOUSAND AND 00/100 DOLLARS (\$2,621,000.00)**, executed by **IGA, L.P., a California limited partnership** and payable to the order of **ORIX REAL ESTATE CAPITAL, LLC, a Delaware limited liability company ("Senior Lender")**, to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith between the payee of this Note, and Senior Lender and **CITY OF IMPERIAL, a political subdivision of the State of California** (the "**Subordination Agreement**"). The Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing the Multifamily Note and the terms, covenants and conditions of the Multifamily Loan and Security Agreement evidencing the terms of the Multifamily Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement.

(c) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(d) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(e) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

5. Deliveries.

Borrower shall, if requested by Senior Lender, submit the following items to Senior Lender the later of (a) ten (10) Business Days after the date on which any proceeds of the Subordinate Loan are disbursed to Borrower, and (b) the effective date of the Senior Loan Documents:

(1) Title Policy Endorsement.

An endorsement to the policy of title insurance insuring the lien of the Senior Security Instrument which insures that (A) there are no liens or other encumbrances affecting the Mortgaged Property, other than "Permitted Encumbrances" (as defined in the Senior Security Instrument), the Subordinate Mortgage, and other Subordinate Loan Documents filed or recorded against the Mortgaged Property, (B) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Security Instrument, and (C) this Agreement has been recorded among the applicable land records.

(2) Certification.

A certification from Borrower and Subordinate Lender to Senior Lender that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(3) Subordinate Loan Documents.

A complete set of the fully executed Subordinate Loan Documents, certified by Borrower to be true, correct and complete.

(4) Senior Loan Documents.

An executed copy of each of the Senior Loan Documents, certified by Borrower to be true, correct and complete.

6. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 6 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 6(d).

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 6(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 6, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

7. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan

Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

8. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 8(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Subordinate Loan Agreement and the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents (if no other default has occurred under the Subordinate Loan Documents) until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

9. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

10. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 8(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

Following the occurrence of (1) a Condemnation Action, or (2) a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(A) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Senior Lender; provided, however, this subsection or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings,

documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

(B) all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

11. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the

refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

12. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

13. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then to the extent of such payment or proceeds received and not retained by Senior Lender, this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

14. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

- (1) in writing and shall be:
 - (A) delivered, in person;
 - (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
 - (C) sent by overnight courier; or
 - (D) sent by electronic mail with originals to follow by overnight courier;
- (2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and
- (3) deemed given on the earlier to occur of:
 - (A) the date when the notice is received by the addressee; or
 - (B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

15. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the

application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 6 hereof; (3) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:

ORIX REAL ESTATE CAPITAL, LLC,
a Delaware limited liability company

By: _____
Leila C. Sugay
Loan Processing and Closing Manager

Address: ORIX Real Estate Capital, LLC
1717 Main Street, Suite 900
Dallas, Texas 75201

With a copy to:
Fannie Mae
Attention: Multifamily Operations -
Asset Management
Drawer AM
3900 Wisconsin Avenue, N.W.
Washington, DC 20016

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

SUBORDINATE LENDER:

CITY OF IMPERIAL, a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Address: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

BORROWER:

IGA, L.P.,
a California limited partnership

By: Pacific Southwest Community Development Corporation,
a California nonprofit public benefit corporation
Managing General Partner

By: _____
Name: _____
Its: _____

By: CIC 2001, LLC,
a California limited liability company
Co-General Partner

By: Chelsea Investment Corporation,
a California corporation
Manager

By: _____
Name: _____
Its: _____

Address: IGA, L.P.
6639 Paseo del Lago
Carlsbad, CA 92011

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 _____
County of _____

On _____, before me, _____, a notary public, personally appeared **LEILA C. SUGAY** 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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 _____
County of _____

On _____, before me, _____, a notary public, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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 _____
County of _____

On _____, before me, _____, a notary public, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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 _____
County of _____

On _____, before me, _____, a notary public, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

COPY
~Original
loan~

Promissory Note
(HOME Loan)

Principal Sum: Two Million Six Hundred Six Thousand Four Hundred and Thirty Dollars (\$2,606,430),
Imperial, California

For value received, the IGA, L.P., a California Limited Partnership (the "**Maker**"), having an address of c/o Chelsea Investment Corporation, 215 South Highway 101, Suite 200, Solana Beach, California, 92075 promises to pay the CITY OF IMPERIAL, or order ("**Holder**"), the initial principal sum of Two Million Six Hundred Six Thousand Four Hundred and Thirty Dollars (\$2,606,430), with simple interest at the rate of one percent (1 %) per annum.

1. This Note is made pursuant to that certain HOME Investment Partnerships Program Loan Agreement (the "**Loan Agreement**") between Maker and Holder, dated as of September 1, 2003. This is a promissory note for the repayment to Holder of funds loaned (the "**Loan**") to Maker to assist Maker with the costs to develop and construct an 81-unit apartment complex on certain property located on 2375 Myrtle Road in the City of Imperial, as described in the Loan Agreement (the "**Project**"). The Loan has been provided by the City through the State's HOME Investment Partnership Program ("**HOME Program**") administered by the State of California, Department of Housing and Community Development. Pursuant to the Loan Agreement, Maker shall develop and construct the apartment complex on the Project and provide not less than thirty-eight (38) HOME Assisted Units (the "**Units**"), which shall be rented to qualified very-low and low income senior persons (the "**Project**"), all as described in the Loan Agreement, and pursuant to the terms and conditions set forth in that certain Regulatory Agreement, which was executed by the parties and recorded against the Project pursuant to the Loan Agreement. All capitalized terms not defined in this Note shall have the meaning set forth in the Loan Agreement.

2. Payment of this Note is secured by a Deed of Trust with Assignment of Rents (Short Form), including addendum (the "**Deed of Trust**") from Maker to Holder, which Deed of Trust has been recorded against the Project.

3. So long as Maker is not in default hereunder or under the Deed of Trust, and the Project is operated in compliance with the terms and conditions of the Regulatory Agreement, Maker shall make annual payments to Holder in an amount equal to fifty percent (50%) of the Residual Receipts (as defined in Section 4) from the Project. Payments shall be due and payable to Holder annually within ninety (90) days following the end of each calendar year with respect to the preceding year. Each annual payment shall be accompanied by

a copy of the certified annual cash flow statement evidencing the amount of the Residual Receipts from the Project that year. The entire amount of outstanding principal, together with all accrued and unpaid interest, shall be due and payable in full on the date fifty-five (55) years from the date of this Note. All payments made hereunder shall be credited first to any accrued but unpaid interest, then to current interest due and owing, and lastly, to principal.

4. Borrower agrees to repay the Loan based upon an annual audit of the Project in which Residual Receipts are determined as defined below:

a. The Borrower, or Borrower's management agent, shall promptly deposit all operating income in a segregated account controlled by Borrower established exclusively for the Project with an F.D.I.C. or other comparable federally insured financial institution.

b. Withdrawals from the account shall be made only in accordance with the provisions of this Agreement, and the approved budget, and shall be disbursed, applied, or reserved and set aside for payment when due for all cost related to the Project including, but not limited to, the following: (1) salaries, wages, and any other compensation due and payable to the employees or agents of the Borrower or management agent employed on site in connection with the maintenance, administration or operation of the Project, along with all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees; (2) all charges incurred in the operation of the Project in connection with utilities, real estate taxes and assessments, and liability, fire and other hazard insurance; (3) payments of required interest, principal, impounds, fees and charges, if any, on loans other than the Loan which are secured by liens on the Project and which have been approved by the City; (4) all other expenses incurred to cover operating costs, including the fee of the managing agent and any extraordinary expenses, in accordance with the approved annual operating budget of the Project or as otherwise approved in advance by the City; (5) deposits to operating and replacement reserve accounts required under the HOME Regulatory Agreement or under other financing documents; (6) payments to the partners of the Borrower under items First through Fourth of Section 10.1A of the Third Amended and Restated Agreement of Limited Partnership of Borrower.

c. The balance of Operating Income remaining after the payments described in section 4.b above shall be deemed Residual Receipts, fifty percent (50%) of which shall be paid to the City first toward unpaid accrued interest and then to principal on the Loan.

5. Subject to the exceptions described below, neither Maker nor any officer, employee or partner of Maker shall be personally liable for the payment of the indebtedness evidenced by this Note, the Deed of Trust, or any other

loan documents, and any judgment or decree in any action brought to enforce the obligation of Maker to pay the indebtedness will be enforceable against Maker and the officers, employees or partners of Maker, if any, only to the extent of Maker's interest in the Project and any other collateral pledged, encumbered, or otherwise covered by the loan documents. Any judgment or decree will not be subject to execution, or be alien, on the assets of the Maker and the partners in Maker, if any, other than Maker's interest in the Project and any other collateral pledged, encumbered, or otherwise covered by the loan documents.

Regardless of the limitation of liability above, Maker will be fully liable for losses resulting to the Holder from the following:

a. Failure to pay taxes, assessments, and any other charges that could result in liens against the any portion of the Project or any other collateral pledged, encumbered, or otherwise covered by the loan documents;

b. Failure to pay and discharge any mechanics' liens, materialmen's liens, or other liens against any portion of the Project or any other collateral pledged, encumbered, or otherwise covered by the loan documents;

c. Fraud or intentional misrepresentation with respect to any representation, warranties, or certifications made in the loan documents, or otherwise made by Maker in connection with the loan evidenced by this Note;

d. Retention by Maker of any rental income or other income arising with respect to any portion of the Project or any other collateral pledged, encumbered, or otherwise covered by the loan documents subsequent to the date of any notice of default from Holder to Maker, or which, under the terms of the loan documents, should otherwise have been paid to Holder;

e. Retention by Maker of any insurance proceeds, condemnation awards, or other similar funds or payments attributable to the Project or any other collateral pledged, encumbered, or otherwise covered by the loan documents that, by its terms, should have been paid to Holder or used in a manner contrary to the use made by Maker;

f. Any failure to maintain, repair, or restore any portion of the Project or any other collateral pledged, encumbered, or otherwise covered by the loan documents in accordance with the terms;

g. The removal, demolition, damage, or destruction of any portion of the Project or any other collateral pledged, encumbered, or otherwise covered by the Loan documents that is neither consented to in writing by Holder nor fully compensated for by insurance proceeds or condemnation awards;

h. The consequences of the failure of the Loan documents to constitute a lien or security interest, as applicable, on the Project or any other collateral pledged, encumbered, or otherwise covered, subordinate only to deed(s) of trust securing the loans under the HOME Program, and the loan(s) as described or referenced in Section 1.8 of the Loan Agreement, and subject only to those exceptions, if any, permitted by any of the loan documents or otherwise approved in writing by Holder; or

i. All legal costs and expenses reasonably incurred by Holder after the giving to Maker of notice of the occurrence of an Event of Default, other than those customarily incurred by a Holder in realizing on its lien in an uncontested foreclosure sale after an undisputed default.

Nothing in this section will affect or limit the rights of Holder to enforce any of Holder's rights or remedies with respect to any portion of the Project described in the Deed of Trust or any other collateral pledged, encumbered, or otherwise covered by the loan documents.

6. Notwithstanding anything to the contrary provided herein, in the event that the Project is in default under the terms of the HOME Standard Agreement, the Loan Agreement or the Regulatory Agreement recorded against the Project, or any financing provisions, if applicable, subject to any applicable notice and cure provisions, such that the affordability restrictions are no longer in effect, or if there shall have been an event of default under this Note or the Deed of Trust securing this Note, subject to any applicable notice and cure provisions, then the entire unpaid principal of this Note and all accrued interest thereon shall be immediately due and payable.

7. Payment shall be made in lawful money of the United States to the City of Imperial, 420 South Imperial Avenue, Imperial, CA 92251, Attn: City Manager. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

8. Holder may permit and will not unreasonably withhold its consent to the assumption of this loan by any affiliate or subsidiary of Maker or any qualified non-profit housing corporation that meets underwriting and credit worthiness criteria established by Holder. Said consent would be conditioned upon the Maker maintaining the Project in accordance with standards established in all other loan documents referenced above and that there be no uncured deficiency or default under any related loan document.

9. Maker hereby covenants and agrees that it shall maintain, or cause to be maintained, the Project in full compliance with the provisions set forth therefore in the Regulatory Agreement, the Loan Agreement and the Imperial City Code, and shall keep the entire Project reasonably free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Maker fails to maintain the Project in accordance with this Section 9, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of thirty (30) days from the date of written notice from Holder to Maker, Holder may perform the necessary corrective maintenance, and Maker shall pay such costs as are reasonably incurred for such maintenance. The Holder shall have the right to place a lien on the Project should Maker not reimburse Holder for such costs within sixty (60) days following Holder's written demand to Maker for reimbursement of such costs. Maker, on behalf of itself its heirs, successors and assigns, hereby grants to Holder and its officers, employees and agents, an irrevocable license to enter upon the Project to perform such maintenance during normal business hours after receipt of written notice from Holder as hereinabove described and Maker's failure to cure or remedy such failure within thirty (30) days of such notice. Any such entry shall be made only after reasonable notice to Maker, and Holder shall indemnify and hold Maker harmless from any claims or liabilities pertaining to any such entry by Holder. .

Failure by Maker to maintain the Project in the condition provided in this Section 9 may constitute, a default under this Note and the related Deed of Trust.

The foregoing covenants shall remain in effect for the Project for a period of thirty (55) years from the date hereof, or until all amounts due Holder hereunder are paid in full, whichever is later.

10. The occurrence of any of the following shall constitute an event of default under this Note: (i) Maker fails to pay any amount due hereunder within fifteen (15) days of its due date, or (ii) Any default by Maker under this Note, the Deed of Trust, the Regulatory Agreement or the Loan Agreement after the expiration of applicable notice and cure periods.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

11. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under

any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of the highest rate then allowed by law or two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

12. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

13. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the Regulatory Agreement, the Loan Agreement or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the Regulatory Agreement, the Loan Agreement or other loan document, or (iii) if Holder seeks to have the Project abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust, the Regulatory Agreement, the Loan Agreement or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

14. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the Project or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Owner's Parcel.

15. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

16. This Note shall be binding upon Maker, its successors, and assigns.

17. This Note shall be construed in accordance with and be governed by the laws of the State of California.

18. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

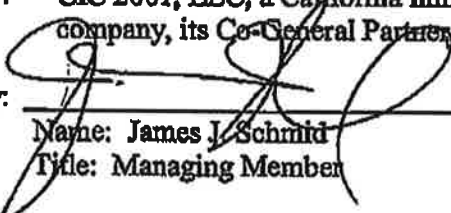
MAKER:

IGA, L.P., a California limited partnership

By: Pacific Southwest Community Development
Corporation, a California nonprofit public
benefit corporation, its Managing General
Partner

By: 
Name: Michael T. Walsh
Title: Chairman of the Board

By: CIC 2001, LLC, a California limited liability
company, its Co-General Partner

By: 
Name: James J. Schmid
Title: Managing Member

City of Imperial

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM

LOAN AGREEMENT

(Imperial Senior Apartments)

This HOME Loan Agreement (the "Agreement") is made as of September 1, 2003, by and among the City of Imperial (the "City"), and IGA, L.P., a California limited partnership ("Borrower").

RECITALS

A. The Borrower has acquired certain real property located at 2875 Myrtle Road in Imperial, California (the "Site") for purposes of construction of an 81-unit apartment complex (collectively, the "Project") to be operated as affordable housing units for low income households whose income is 60 percent or less of the area median income ("Area Median Income") as determined by the Department of Housing and Urban Development (HUD) ("Low-Income Households"), and very-low income households whose income is 50 percent or less of Area Median Income ("Very Low-Income Households"). Low-Income Households and Very Low-Income Households are referred to collectively as "Qualifying Tenants."

B. The Borrower has applied to the City for a loan (the "Loan") to assist the Borrower with the construction of the Project and the Borrower and the City acknowledge and agree that the commitment of loan funds by the City in the amount of \$2,606,430, shall be solely and exclusively from and contingent upon receipt of grant funds, through the State's HOME Investment Partnership Program (the "HOME Program"), by the City pursuant to that certain Standard Agreement Number 02-HOME-0592, dated 1/17/2003 (the "Standard Agreement") between the City and the State of California, by and through the Department of Housing and Community Project ("HCD").

C. As a condition of the Loan, the Borrower will execute a Regulatory Agreement which will regulate 38 of the residential units in the Project (the "HOME Assisted Units"), to insure that the HOME Assisted Units are occupied by and affordable to Qualifying Tenants.

D. Pursuant to this Agreement, the City shall loan Two Million Six Hundred Six Thousand Four Hundred and Thirty Dollars (\$2,606,430) (the "HOME Funds") to the Borrower.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, the Borrower and City hereby agree as follows:

AGREEMENTS

ARTICLE 1

LOAN TERMS

Section 1.1. Loan Agreement.

The City agrees to loan and the Borrower agrees to borrow an amount not to exceed \$2,606,430 (the "Loan"), subject to the conditions and terms of this Agreement. The Loan shall be evidenced by and repayable in accordance with a promissory note (the "Note") bearing simple interest at the rate of one percent (1%) per annum and with a term of fifty-five (55) years, executed by Borrower in substantially the form attached hereto and incorporated herein as Exhibit B. The Note shall be secured by a deed of trust, including an Addendum thereto (the "Deed of Trust") to be recorded against the Site, which Deed of Trust shall be executed by Borrower, in recordable form, in substantially the form attached hereto and incorporated herein as Exhibit C.

Section 1.2. Term of Agreement.

The term of this Agreement shall commence upon the date of the recordation of the Regulatory Agreement (as provided for in Section 1.6) and remain in full force and effect and shall apply to the Project through and including the date which is fifty-five (55) years following the date of recordation of the Regulatory Agreement, unless terminated earlier pursuant to the terms of this Agreement.

Section 1.3. Compliance with HOME Program Requirements.

The Borrower agrees that at all times its acts regarding the HOME Assisted Units and the use of HOME Funds provided herein shall be in conformity with all provisions of the HOME Program including the statutes, rules and regulations and such policies and procedures of HUD pertaining to the HOME Program at Borrower's sole expense (collectively, the "HOME Program Regulations"). The Borrower acknowledges that it is familiar with such applicable provisions of the HOME Program Regulations and has been professionally advised to the extent necessary for the purpose of enabling the Borrower to fully comply with such provisions.

Section 1.4. Use of HOME Funds.

(a) The Borrower shall use the HOME Funds for the reimbursement of eligible costs under the HOME Program Regulations incurred for the construction of the Project. Costs for development and construction shall only be for work approved by the City at the time of project set-up under the HOME Program or later approved in writing by the City if a modification of the scope of work is

necessary. Any expenditure of HOME Funds that is not authorized by this Agreement or is found to be ineligible under the HOME Program Regulations, as determined by the HOME Program, shall be disallowed, and funds must be returned by Borrower to the City within thirty (30) days of discovery by the City and/or the Borrower unless the HOME Program approves in writing an alternative plan for the City to address the concern.

(b) The Borrower agrees that it will not use the HOME Funds, either directly or indirectly, as a contribution in order to obtain any other federal funds under any other federal program without prior written approval of the City.

(c) In accordance with the HOME Program Regulations, specifically the Standard Agreement, the Borrower shall provide security to assure completion of the Project by furnishing the City and any construction lenders with Performance and Payment Bonds.

Section 1.5. Scope of Project.

The Borrower agrees to complete the development and construction of the Project in accordance with the scope of work approved by the City and pursuant to the Standard Agreement. The scope of work shall be completed in accordance with the time frame established in the notice to proceed that will be issued for the Project.

Section 1.6. Regulatory Agreement.

Prior to and as a condition precedent to disbursement of the HOME funds, the Borrower shall execute, in recordable form, and deliver to the City, a Regulatory Agreement, in substantially the form attached hereto and incorporated herein as Exhibit A, which shall regulate the HOME Assisted Units to insure that those units are occupied by and affordable to Qualifying Tenants. The Regulatory Agreement shall be recorded against the Site.

Section 1.7. Fees.

Up to \$80,488 of the \$2,686,918 HOME Funds received by the City from the HOME program is allowed to be spent at the City's discretion on Activity Delivery Costs and Administrative Subcontractor fees and shall not be considered a part of the Loan from the City to the Borrower.

Section 1.8. Disbursement of Funds.

(a) During the term of this Agreement, the City shall disburse the HOME Funds to assist the Borrower in paying for acquisition and Project and construction costs of the development ("Disbursements"). The Borrower shall submit to the City an invoice with back-up documentation of the expenditures that verifies the

cost has been contracted for or incurred by the Borrower. The City shall make Disbursements of HOME Funds only to the extent that: (a) HOME Funds are available from the HOME Program; (b) the uses of the HOME Funds are eligible in accordance with the HOME Program Regulations; and (c) the Borrower has executed and delivered to the City the Note, Deed of Trust and Regulatory Agreement pertaining to the Loan. After the City has approved the invoices, the City shall disburse the funds into the Borrower's project account at U.S. Bank. The funds will be disbursed to the Borrower according to the conditions set forth in the Loan Agreement between the Borrower and U.S. Bank. If for any reason the HOME Funds are not available from the HOME Program, or any of the Borrower's uses of HOME Funds are deemed ineligible uses under the HOME Program Regulations, then the City shall not have an obligation to make Disbursements of HOME Funds requested by the Borrower. The aggregate of the Disbursements of the HOME Funds provided to the Borrower under this Agreement shall not exceed the amount of the Loan.

Section 1.9. Subordination.

The City agrees that their Deed of Trust and Regulatory Agreement will be subordinate to deeds of trust securing the loans for permanent financing for the Project listed in Exhibit D.

ARTICLE 2

GENERAL REQUIREMENTS

Section 2.1. Rental Agreement.

(a) Leases of HOME Assisted Units must comply with Section 92.258 of the HOME Regulations, as summarized below:

(1) Tenant leases must be for not less than one year unless by mutual agreement between tenant and owner.

(2) Any termination of tenancy or refusal to renew a lease must be preceded by thirty (30) days' written notice specifying the grounds for the action by the owner.

(8) Leases shall be in writing and may not contain the following prohibitive clauses:

- Agreement by the tenant to be sued
- Statement that owner can confiscate tenant property
- Statement excusing owner from legal responsibility

- Statement that owner does not have to give notice when instituting a lawsuit
- Agreement by the tenant to waive rights to a jury trial
- Agreement by the tenant to waive rights to appeal a court decision
- Agreement by the tenant to pay attorneys' fees if the tenant wins a court case.
- Agreement by the tenant to waive rights to civil court proceeding to defend eviction.

Section 2.2.

Project Management.

The Borrower must maintain the Project in compliance with HUD's Housing Quality Standards and local code requirements, as such may be amended from time to time, for the duration of this Agreement.

Section 2.3.

Occupancy Procedures.

The Borrower shall adopt written tenant selection policies and criteria for the HOME Assisted Units that:

- (a) Are consistent with the purpose of providing housing for Low-Income and Very Low-Income Households;
- (b) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and
- (c) Provide for:
 - (1) The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - (2) The prompt written notification to any rejected applicant of the grounds for any rejection.

Section 2.4.

Security Deposits.

Any security deposits collected by the Borrower or Borrower's agent shall be kept separate and apart from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with California law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

Section 2.5. Hazard and Liability Insurance.

The Borrower shall at all times cause the Project to be insured against loss by fire, flood (as required pursuant to 24 CFR 92.858), and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional insured, as approved by the City.

Section 2.6. Hold Harmless.

The Borrower and its successors-in-interest agree to indemnify, defend, and hold harmless the City and its agents, employees, volunteers and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with the Borrower's management, maintenance or operation of the Project; provided, however, the Borrower's obligations to indemnify and hold harmless shall not apply in the event of the City's gross negligence or willful misconduct.

Section 2.7. Annual Report.

The Borrower shall file with the City an annual report, as required by 24 CFR 92, no later than 120 days following the end of each calendar year. The report shall contain a certification by the Borrower as to such information as the City may then require including, but not limited to, the following:

(a) The substantial physical defects in the Project, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Project in a safe and sanitary condition in accordance with applicable housing and building codes.

(b) The occupancy of the Project including:

(1) the verified income of each current household; and

(2) the current rent charged each household and whether these rents include utilities.

(c) A summary of the information received from the recertification of tenants' incomes.

(d) Other information reasonably required by the City, HCD or HUD, including the fiscal condition of the Borrower showing a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement

indicating any surplus or deficit in operating accounts; a detailed, itemized listing of income and expenses; the amount of any fiscal reserves and the total amount of Residual Receipts (as defined in the Note) received. Such financial statement shall be prepared in accordance with the requirements of the City and HUD. The City may require that the financial statement be audited at the Borrower's expense by an independent certified public accountant acceptable to the City or other person designated by the City.

Section 2.8. City Review and Inspections.

(a) Upon not less than 48 hours' notice to the Borrower, the City and/or HCD may at any time during the term of this Agreement, enter and inspect the physical premises and inspect all accounting records pertaining to the development or operation of the Project. Upon request by the City or HCD, the Borrower shall notify occupants of upcoming inspections of their units in accordance with State Law.

(b) The City may request any other information that it reasonably deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by the Borrower.

Section 2.9. Restrictions on Sale, Encumbrance, and Other Acts.

(a) Except for a transfer to an affiliate or subsidiary of Borrower, the Borrower shall not make any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or of any of its interest therein, except with the prior written approval of the City, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, no approval is required from the City for (a) transfers of general partner interests in the Borrower to MMA Financial, LLC or any affiliate thereof in accordance with the terms of the partnership agreement of the Borrower; (b) any pledge by the investor limited partner of the Borrower of its limited partner interest in the Borrower to Fleet National Bank, or any transfer or further assignment of such limited partner interest to Fleet or its nominee, successor, transferee or assignee, all as permitted under the terms of Section 8.1(C) of the partnership agreement of the Borrower; or (c) any transfer by the investor limited partner of the Borrower of its limited partner interest in the Borrower as described or permitted in Section 8.1(D) and 8.3 of the partnership agreement of the Borrower, and in the Initial Transfer Agreement (as defined in such partnership agreement).

(b) The Borrower shall not permit the use of the Project for any purpose other than that permitted by this Agreement without the prior written approval of the City.

(c) The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:

- (1) the existing Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of this Agreement;
 - (2) the successor-in-interest to the Borrower agrees to assume all obligations of the existing Borrower pursuant to this Agreement and the HOME Program;
 - (3) the successor-in-interest demonstrates to the City's satisfaction that it can own and operate the Project in full compliance with all HOME Program requirements; and
 - (4) any terms of the sale, transfer or conveyance shall not threaten the City's security or the successor's ability to comply with all HOME Program requirements.
- (d) The City shall grant its approval for a sale, transfer or conveyance subject to such terms and conditions as may be necessary to ensure compliance with HOME Program requirements.

Section 2.10. Assignment of City Rights.

The City retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

ARTICLE 3

DEFAULTS AND REMEDIES

Section 3.1. Event of Default.

Any material breach by the Borrower of any representation, warranty or covenant hereunder, which is not cured within thirty (30) days after notice thereof given by the City to Borrower and Borrower's limited partner or, where cure is not possible within thirty days, whose cure is not commenced within thirty days and diligently prosecuted to completion shall constitute an Event of Default.

Section 3.2. City's Remedies.

Upon the happening of an Event of Default, the City may pursue any remedy allowed at law or in equity, including but not limited to, accelerating payment under the Note or applying to any State court for specific performance of this Agreement and the Regulatory Agreement.

ARTICLE 4

HOME PROGRAM REQUIREMENTS

Section 4.1. HOME Laws & Regulations.

The Borrower shall comply with all applicable laws and regulations governing the HOME Program and the use of the HOME Funds, as set forth in 24 CFR Part 92 et seq., including (but not limited to) the requirements set forth in the Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the HOME Program and the use of the Loan proceeds, the applicable HOME Program Regulations shall govern. The Borrower agrees to enter into any modification of this Agreement and/or the Regulatory Agreement reasonably required by the City to attain compliance with the requirements of the HOME Program. The Borrower acknowledges and agrees that it has received and reviewed a copy of the HOME Program Regulations in effect as of the date of execution of this Agreement.

Section 4.2. Specific Requirements.

The laws and regulations governing the HOME Program and the use of the HOME Funds include (but are not limited to) the following:

(a) Environment and Historic Preservation. Section 104(f) of the Housing and Community Residence Act of 1974 and 24 CFR Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(b) Applicable OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102 (Revised), A-110, A-122, and A-128.

(c) Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

(d) Lead-Based Paint. The requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR Part 85.

(e) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and similar state laws. If and to the extent that any rehabilitation of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance and payment of monetary benefits. The Borrower shall be solely responsible for payment of any

relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(f) Disabled Discrimination. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and federal regulations issued pursuant thereto (24 CFR Part 8), which prohibit discrimination against the disabled in any federally assisted program.

(g) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. The Borrower agrees to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project."

(h) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-20 (Public Law 90-284) and implementing regulations at 24 CFR Part 107.

(i) Executive Order 11063 and regulations at 24 CFR Part 107.

(j) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 107.

(k) The Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations at 24 CFR Part 146.

(l) Executive Order 12872 and implementing regulations at 24 CFR Part 52, regarding intergovernmental review of federal programs.

(m) Flood Disaster Act of 1973, 42 U.S.C. 4001, et seq.

(n) Drug Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D.

(o) Any other Department of Housing and Urban Development regulations currently in effect or as may be amended or added in the future pertaining to the HOME Program.

(p) The Fair Housing Act (42 U.S.C. 3601-3620)(Pub. L. 90-284) as it ensures fair housing practices and prohibits housing discrimination based on race, color, religion, sex, national origin, handicap, or familial status.

(q) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto at 24 CFR Section 470.601 as it relates to prohibiting discriminatory actions in activities funded by Community Development Funds.

(r) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity) and implementing regulations issued at 41 CFR Chapter 60 and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and implementing regulations at 24 CFR part 135 as they relate to equal employment opportunities.

(s) Executive Orders 11625 and 12432 (concerning minority business enterprise) and 12138 (concerning women's business enterprise) to encourage the use of women and minority owned businesses to the maximum extent possible.

(t) Use of debarred, suspended, or ineligible contractors or subrecipients is prohibited directly or indirectly as part of this award as set forth in 24 CFR Part 5.

(u) No member, officer or employee of the Borrower, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the loan, and the Borrower shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of the certification. Notwithstanding the foregoing, the City and HCD have agreed that Emmerson Construction, which is affiliated with the Borrower, may be the general contractor for the Project, CIC Management, Inc., which is affiliated with the Borrower, may be the Property Manager for the Project, Sysiphus Development Systems, LLC, which is affiliated with the Borrower, may be the developer for the Project, and the general partners of the Borrower may receive fees for services as set forth in the Borrower's partnership agreement.

(v) There shall be no religious worship, instruction, or proselytizing as part of, or in connection with, the performance of this agreement.

(w) Davis Bacon. All contracts for new construction or rehabilitation projects with 12 or more HOME-assisted units shall comply with HUD requirements and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, and 5 governing the payment of wages and the ratio of apprentices and trainees to journeypersons.

Section 4.3. Certification Regarding Lobbying.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying" in accordance with its instructions.

ARTICLE 5

MISCELLANEOUS PROVISIONS

Section 5.1. Conflict of Interest.

No employee, agent, consultant, officer, elected or appointed official or member of the City has or may obtain a personal or financial interest in or benefit from the Borrower or the Project or in any contract or subcontract or agreement, or the proceeds thereof, relating to the Project either for themselves or for those with whom they have family or business ties, during their tenure or one year thereafter.

Section 5.2. Nondiscrimination.

The Borrower shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related

conditions (ARC), or any other arbitrary basis. The Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

Section 5.3. Hold Harmless.

(a) The Borrower hereby agrees to, and shall, hold City, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for Project damage which may arise from the Borrower's operations under this Agreement, whether such operations be by the Borrower or subcontractor, or by any one of more persons directly or indirectly employed by, or acting as agent for, the Borrower or any subcontractor. The Borrower agrees to, and shall, hold the City, its elective and appointive boards, officers, agents and employees harmless from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations.

(b) The Borrower agrees to provide all costs of any necessary legal defense and all attorneys' fees incurred in defending any claim, whether or not actually filed in any court.

Section 5.4. Amendment.

This Agreement may be amended only by a writing signed by authorized representatives of the City and the Borrower; the City Manager, or designee of the City shall be authorized to act on behalf of the City.

Section 5.5. Notice.

Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

City: City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attn: Vincent Long, City Manager

Borrower: IGA, L.P.
c/o Chelsea Investment Corporation
215 South Hwy 101, Suite 200
Solana Beach, CA 92075
Attn: Asset Management

Borrower's
Limited Partner: MMA Financial Warehousing, LLC
101 Arch Street
Boston, MA 02110
Attn: Investor Services Department

Section 5.6. No Waiver.

No failure to enforce or delay in enforcing or exercising any right or remedy available under this Agreement shall impair the exercise of such right or remedy or the exercise of a similar right or remedy on a subsequent occasion.

Section 5.7. Severability.

Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.

Section 5.8. Titles and Headings.

The titles and headings in this Agreement are for convenience only and shall not be construed to affect the meaning or construction of any provision of this Agreement.

Section 5.9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 5.10. Attorneys' Fees.

The prevailing party shall be entitled to receive the amount of its legal expenses, including reasonable attorneys' fees, expert legal fees and other legal costs and expenses, in the event of any legal action brought under or to enforce the provisions of this Agreement.

Section 5.11. Signs.

During the construction period, the City and HCD may place or require to be placed signs on the property stating the HOME program is providing financing. The signs shall indicate in a typeface and size commensurate with its fluids that the City and HCD are each a source of financing.

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement as of the date first set forth above.

CITY:

CITY OF IMPERIAL

Date: 9-29-03

By: , City Manager

ATTEST:

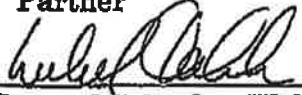
By: , City Clerk

BORROWER:

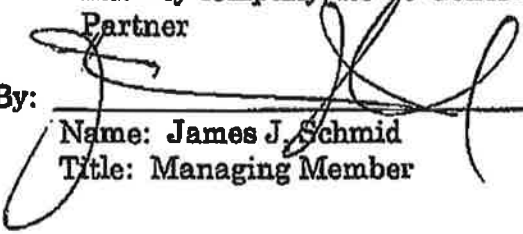
IGA, L.P., a California limited partnership

Date: 9-30-03

By: Pacific Southwest Community
Development Corporation, a
California nonprofit public benefit
corporation, its Managing General
Partner

By: 
Name: Michael T. Walsh
Title: Chairman of the Board

By: CIC 2001, LLC, a California limited
liability company, its Co-General
Partner

By: 
Name: James J. Schmid
Title: Managing Member

DATE SUBMITTED

1/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/5/2020

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

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

IMPERIAL CITY COUNCIL AGENDA ITEM

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

1. ADOPTION OF RESOLUTION NO. 2020-64 AUTHORIZING THE JOINT APPLICATION BETWEEN CRP AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT COMPANY TO THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM OF THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Notice of Funding Availability through The California Department of Housing and Community Development and the State of California Strategic Growth Council. The purpose of the Affordable Housing and Sustainable Communities (AHSC) Program is to reduce greenhouse gas (GHG) emissions through projects implementing land-use, housing, transportation, and agricultural land preservation practices to support infill and compact development, and supporting related and coordinated public policy objectives. The grant assistance, is only available for the funding of infrastructure improvements required for specific residential developments that are tied to affordable housing.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

VS

STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Resolution 2020-04

DEPT.
INITIALS

OM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:
AYES:

APPROVED ()
DISAPPROVE ()
D

REJECTED ()
DEFERRED ()

NAYES:
ABSENT:

REFERRED
TO:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA AUTHORIZING JOINT APPLICATION WITH THE DEVELOPER OF
THE WORTHINGTON LA LUNA FAMILY APARTMENTS AFFORDABLE HOUSING
PROJECT, THE SUBMISSION OF AN APPLICATION FOR THE AFFORDABLE
HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM IN THE AGGREGATE
AMOUNT OF NOT TO EXCEED \$16,000,000 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL PROGRAM DOCUMENTS ON BEHALF OF THE
CITY**

WHEREAS, the State of California, the Strategic Growth Council (SGC), and the Department of Housing and Community Development (Department) have issued a Notice of Funding Availability, dated November 1, 2019 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, CRP MHP Sponsor LLC with the City of Imperial as Co-Applicant, desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL, hereby resolves, finds, determines, and orders as follows:

1. The above recitals are true and correct.
2. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated November 1, 2019, for Round 5 in a total amount not to exceed \$16,000,000 of which up to \$10,000,000 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and up to 6,000,000 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined in the AHSC Program Guidelines adopted by SGC on November 1 2019. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$16,000,000 (up to \$10,000,000.00 for the AHSC Loan and up to \$6,000,000.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

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

3. The City of Imperial, as Co-Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditure to be identified in Exhibit A of the Standard Agreement. Any-and-all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Co-Applicant hereby agrees use to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
4. The City Manager, or his designee, is authorized to execute in the name of the City, as Co-Applicant, the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.
5. This resolution is effective immediately upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Imperial that it hereby approves staff to work in partnership with CRP Affordable Housing and Community Development to submit a joint application for Affordable Housing and Sustainable Communities (AHSC) Program Funds in the amount not to exceed \$26 million dollars for Worthington La Luna Apartment Project, sustainable transit infrastructure, transit related amenities, improvements and related program costs.

BE IT FURTHER RESOLVED; that the Asst. City Manager and Community Development Director or his/her designee is hereby authorized to execute any documents and/or agreements with such changes as determined by the City Attorney related to the AHSC Grant.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Imperial held on the 5th day of February, 2020, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon roll call carried and the resolution adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ATTEST: _____

City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____

City Attorney

Agenda Item No. G-3

DATE SUBMITTED

1/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/5/2020

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION (X)

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS AB

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: STATE OF CALIFORNIA INFILL INFRASTRUCTURE GRANT PROGRAM APPLICATION

- ADOPTION OF RESOLUTION NO. 2020-05 AUTHORIZING THE JOINT APPLICATION BETWEEN EAH HOUSING TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR NOTICE OF FUNDING AVAILABILITY FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM FUNDS.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Notice of Funding Availability through Affordable Housing and Sustainable Communities program grant funds is being offered by the State of California's Department of Housing and Community Development and the State of California Strategic Growth Council. The grant assistance, available for the funding of infrastructure improvements required for specific residential developments. The City will be partnering with EAH Housing for the application of this grant which is intended to fund City infrastructure needs related to the Imperial Senior Apartment Project. Capital Improvement Project must be an integral part of, or necessary for the development and sustainability of the project and community. The purpose of the AHSC Program is to reduce greenhouse gas (GHG) emissions through projects implementing land-use, housing, transportation, and agricultural land preservation practices to support infill and compact development, and supporting related and coordinated public policy objectives.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN
INITIALS

AB

STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Resolution 2020-05

DEPT.
INITIALS

OM

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS

AB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVE ()

D

REJECTED ()

DEFERRED ()

REFERRED
TO:

**IMPERIAL CITY COUNCIL
RESOLUTION NO. 2020-**

RESOLUTION APPROVING STAFF TO WORK IN PARTNERSHIP WITH EAH TO SUBMIT A JOINT APPLICATION FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) PROGRAM FUNDS FOR THE CONSTRUCTION OF IMPERIAL SENIOR AND RELATED TRANSPORTATION IMPROVEMENTS AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS AND/OR AGREEMENTS WITH SUCH CHANGES AS DETERMINED BY THE CITY ATTORNEY

WHEREAS, Imperial Senior is collaboration between the City of Imperial and EAH for a 69-unit housing development for low-income seniors, and

WHEREAS, Imperial Senior unit mix includes (68) 1-BR/1-BA units and (1) 2BR/1BA manager's unit, and

WHEREAS, the project will require subsidy layering from multiple funding sources including but not limited to State of California Affordable Housing and Sustainable Communities (AHSC) Program, and

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200, and

WHEREAS, there is currently \$550 million in funding for the AHSC Program. The AHSC Program furthers the purposes of AB 32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008), and

WHEREAS, the purpose of the AHSC Program is to reduce greenhouse gas (GHG) emissions through projects implementing land-use, housing, transportation, and

agricultural land preservation practices to support infill and compact development, and supporting related and coordinated public policy objectives, and

WHEREAS, the AHSC Program is part of California Climate Investments (CCI), a statewide program funded through the GGRF that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities, and

WHEREAS, AHSC program guidelines require the application be submitted jointly by EAH, the project developer, and the City of Imperial because the City has a financial interest in the proposed project, and

WHEREAS, EAH is requesting the City partner to submit a project application in an amount not to exceed \$26 million dollars, and

WHEREAS, of the total, up to \$16 million dollars of the funding would assist Imperial Senior, and up to \$ 8 million dollars would be used for transportation related improvements tied to the project (e.g. bike lanes, pedestrian walkways, traffic safety improvements), up to \$1,000,000 in AHSC Program funds to support AHSC funded Transit Subsidy Programs and community outreach related to Active Transportation, and

WHEREAS, the City is eligible to receive project funding of up to \$8 million for proposals that fall within the designated project area, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Imperial that it hereby approves staff to work in partnership with EAH to submit a joint application for Affordable Housing and Sustainable Communities (AHSC) Program Funds in the amount not to exceed \$26 million dollars for Imperial Senior, sustainable transit infrastructure, transit related amenities, improvements and related program costs.

BE IT FURTHER RESOLVED; that the Asst. City Manager and Community Development Director or his/her designee is hereby authorized to execute any documents and/or agreements with such changes as determined by the City Attorney related to the AHSC Grant.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Imperial held on the 5th day of February, 2020, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon roll call carried and the resolution adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ATTEST: _____

City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____
City Attorney

DATE SUBMITTED 01/29/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 02/05/2020

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS no

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH SUBDIVISION UNIT 3B - PHASES 10A & 10B - FM 24/31-33 1. APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS. 2. AUTHORIZE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC WITH A PERSONAL GUARANTY.																
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT																
BACKGROUND/SUMMARY: City staff conducted regular field inspections during the construction of the off-site street improvements for the subject project and a final walk through was completed on January 22, 2020. At this time, the improvements were found to be completed. See Exhibit "A" attached herewith for details. One-Year warranty for labor and materials will end on January 22, 2021. Now the developer is requesting substitution of Trustee and Full Reconveyance with a personal guaranty for the One-Year warranty period.																
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>[Signature]</u>															
STAFF RECOMMENDATION: 1. Staff recommends approval and acceptance of off-site street improvements of Victoria Ranch Subdivision Unit 3B - Phases 10A & 10B. 2. Staff recommends authorization of the substitution of trustee and full reconveyance to Imperial Ranch Partners, LLC with a personal guaranty.	DEPT. INITIALS <u>DM</u>															
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>[Signature]</u>															
MOTION: <table style="width: 100%;"> <tr> <td style="width: 33%;">SECONDE</td> <td style="width: 33%;">APPROVED ()</td> <td style="width: 33%;">REJECTED ()</td> </tr> <tr> <td>D:</td> <td>DISAPPROVED ()</td> <td>DEFERRED ()</td> </tr> <tr> <td>AYES:</td> <td colspan="2">REFERRED TO:</td> </tr> <tr> <td>NAYES:</td> <td colspan="2"></td> </tr> <tr> <td>ABSENT:</td> <td colspan="2"></td> </tr> </table>		SECONDE	APPROVED ()	REJECTED ()	D:	DISAPPROVED ()	DEFERRED ()	AYES:	REFERRED TO:		NAYES:			ABSENT:		
SECONDE	APPROVED ()	REJECTED ()														
D:	DISAPPROVED ()	DEFERRED ()														
AYES:	REFERRED TO:															
NAYES:																
ABSENT:																

Sheet 1 of 3



HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS

1. YARDS AND TILT BACKS

2. *Stell's Account*

1. HOUSE REARER ROOM CONSTRUCTED ON PALE FERNY AREAS

FINISH GRADING OVER LOT AND ADJACENT TO HOUSES.

2. MAXIMUM ALLOWABLE SCORE OF DIRECTORS

4. PUTTING THE CERTIFICATES

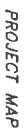
7. **WILLIAMS, J. A. 1990.**

© 2000 by The McGraw-Hill Companies, Inc.

8. HOUSE IN WINTERLAND

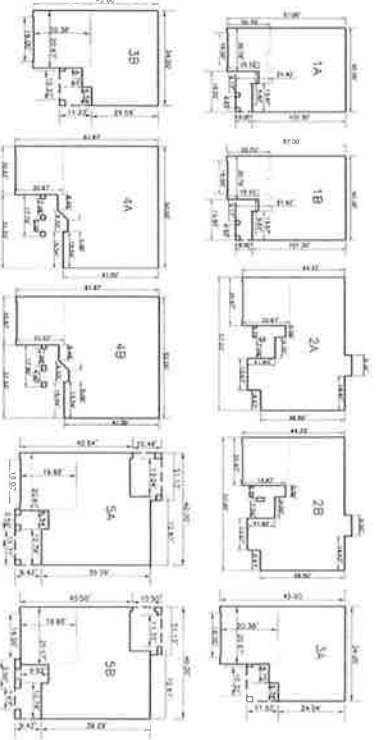
For more information, contact:

© 2000 Blackwell Science Ltd *Journal of Clinical Pharmacy and Therapeutics*, 25, 139–144

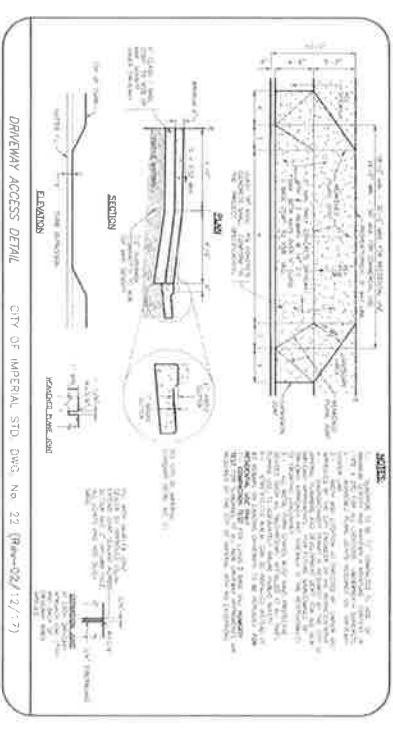


TUSCANY RANCH
PHASE 10A

1



HOUSE MODELS



DRIVEWAY ACCESS DETAIL

CITY OF IMPERIAL SID. WGS. NO. 22 (11-10-2017)

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BY	DATE
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FOR PLAN CHECK AND CONSIDERED PRELIMINARY
UNTIL APPROVED BY:

PREPARED UNDER THE DIRECTION OF

BENCH MARK

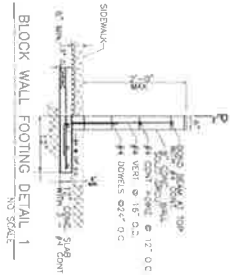
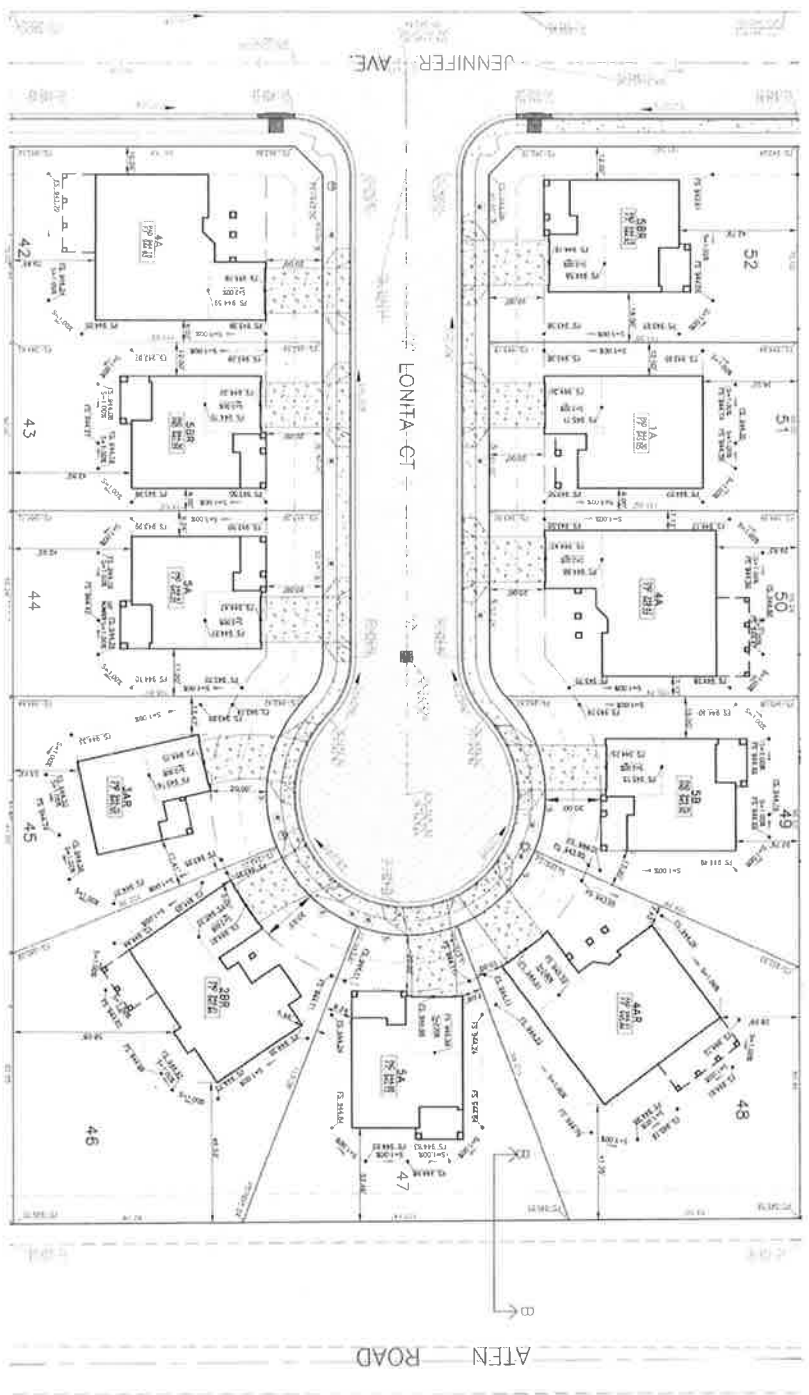
Disadvantages

TITLE SHEET

3

Exhibit "A"

Sheet 2 of 3

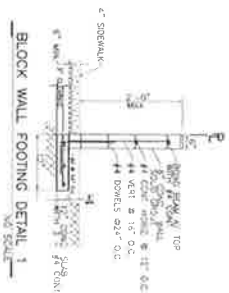
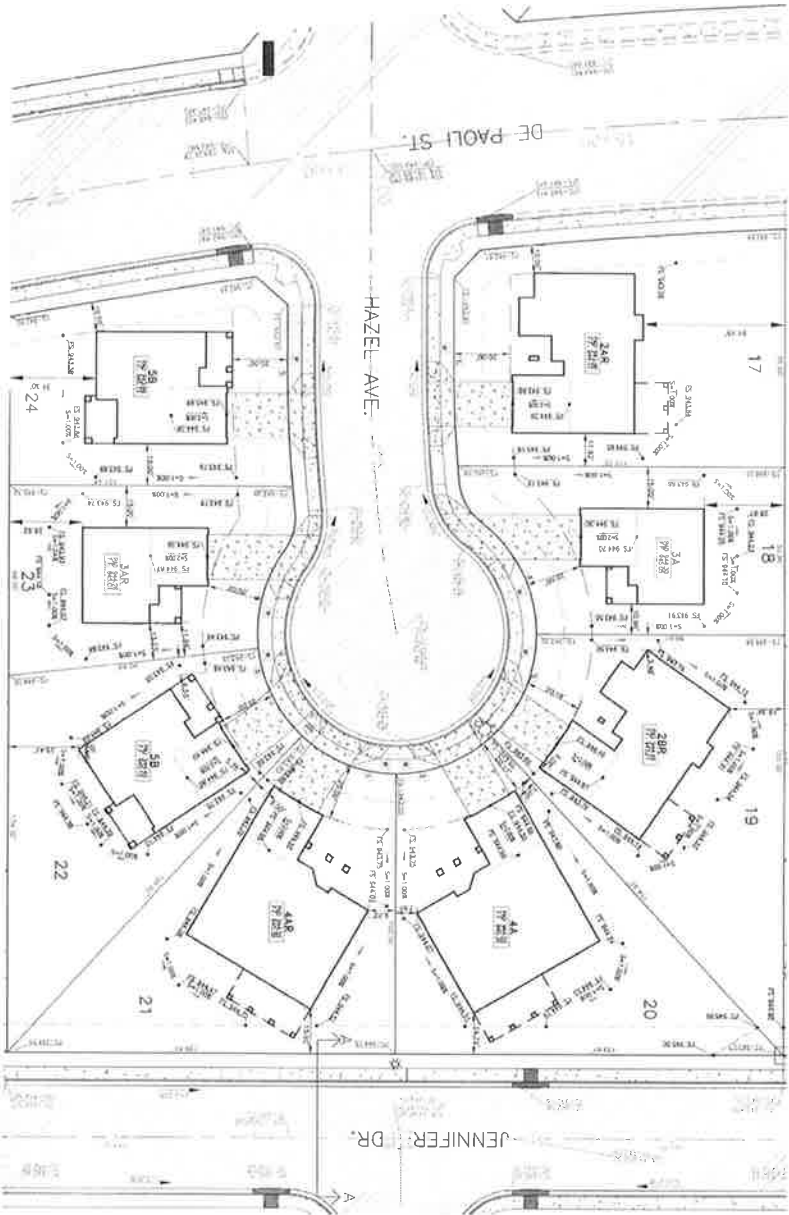


APPROVED
DATE: 4-12-78
BY: [Signature]

NOTE:
1. DOWNGRADE ACCESS FOR DRIVE ON SHEET 1.
2. DOWNGRADE ACCESS FOR DRIVE ON SHEET 2.
3. DOWNGRADE ACCESS FOR DRIVE ON SHEET 3.
4. DOWNGRADE ACCESS FOR DRIVE ON SHEET 4.
5. DOWNGRADE ACCESS FOR DRIVE ON SHEET 5.
6. DOWNGRADE ACCESS FOR DRIVE ON SHEET 6.
7. DOWNGRADE ACCESS FOR DRIVE ON SHEET 7.
8. DOWNGRADE ACCESS FOR DRIVE ON SHEET 8.
9. DOWNGRADE ACCESS FOR DRIVE ON SHEET 9.
10. DOWNGRADE ACCESS FOR DRIVE ON SHEET 10.

No. DISSEMINATION	ST. DATE	PREPARED UNDER THE DIRECTION OF:	BENCH MARK	PRECISE GRADING PLAN
1. 1/2" = 1' SCALE	C-89/121	DATE: 4-12-78	DATE: 4-12-78	TUSCANY AT VICTORIA SE 10A
2. 1/4" = 1' SCALE	C-89/121	DATE: 4-12-78	DATE: 4-12-78	VICTORIA SE 10A
3. 1/8" = 1' SCALE	C-89/121	DATE: 4-12-78	DATE: 4-12-78	VICTORIA SE 10A
4. 1/16" = 1' SCALE	C-89/121	DATE: 4-12-78	DATE: 4-12-78	VICTORIA SE 10A
5. 1/32" = 1' SCALE	C-89/121	DATE: 4-12-78	DATE: 4-12-78	VICTORIA SE 10A

Sheet 3 of 3



NOTE:
DRAINAGE ACCESS PER DETAIL ON SHEET 1.
PREPARE GRADING PLANS FOR TUSCANY AT VICTORIA
RANCH SUB. 3B PHASE 10A & 10B ARE FOR THE CONSTRUCTION
OF THE HOUSES & DRIVEWAYS. THE COST OF PUBLIC
IMPROVEMENTS SHOULD BE ACCORDING TO THE VICTORIA
RANCH SUB. UNIT 3B IMP. PLANS PER DDC# JOB# 14105

NOTE:

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BY	DATE
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360

FOR PLAN CHECK AND CONSIDERED PRELIMINARY

YFS

PREPARED UNDER THE DIRECTION OF:

1

BENCH MARK

1

Continued

PRECISE GRADING PLAN

No. 10

[illegible]

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:

City of Imperial
420 S Imperial Ave
Imperial, CA 92251

SPACE ABOVE THIS LINE FOR RECORDERS USE

PARTIAL RECONVEYANCE

City of Imperial, as Substituted Trustee as per the Substitution of Trustee recorded June 5, 2015 as instrument No. 2015-011310 of official records. Under the Deed of Trust, dated January 14, 2014 executed by Imperial Ranch Partners, LLC, a California Limited Liability Company, as Trustor(s), and recorded on January 15, 2014, as Instrument No. 2014000744 of the Official Records in the Office of the County Recorder of Imperial County, State of California, having received from the Beneficiary under said Deed of Trust a written request to reconvey, do hereby reconvey, in accordance with said request and the provisions of said Deed of Trust, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee, in and to the portion of the real property described in said Deed of Trust, located in the County of Imperial, State of California and described as follows:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Dated: January 29, 2020

City of Imperial, a California
A Municipal Corporation, as Trustee

By: _____
Dennis Morita-Interim, City Manager

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 _____, Notary Public 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)

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial, City of Imperial and described as follows:

Lots 42-52 of Victoria Ranch Subdivision - Unit No. 3B, in the City of Imperial, County of Imperial, State of California, according to map on file in Book 24, Page 31 of Final Maps, Records of Imperial County.

DATE SUBMITTED

01/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

02/05/2020

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:

RUSSELL COURT SUBDIVISION UNIT 1 - PHASES 1A TO 1D - FM 27/57-60

1. APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS.
2. AUTHORIZE BOND REDUCTION.

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

City staff conducted regular field inspections during the construction of the off-site street improvements for the subject project and a final walk through was completed on January 07, 2020. At this time, the improvements were found to be completed. See Exhibits "A" to "D" attached herewith for details.

One-Year warranty for labor and materials will end on January 07, 2021.

Now the developer is requesting that the City accept the improvements and reduce the amount accordingly.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION:

1. Staff recommends approval and acceptance of off-site street improvements of Russell Court Subdivision Unit 1 - Phases 1A to 1D.
2. Staff recommends authorization of bond reduction up to 90% and to keep the remaining 10% for the One-Year warranty period.

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER's
INITIALS

DTM

MOTION:

SECONDE
D:

AYES:

NAYES:

ABSENT:

APPROVED ()

REJECTED ()

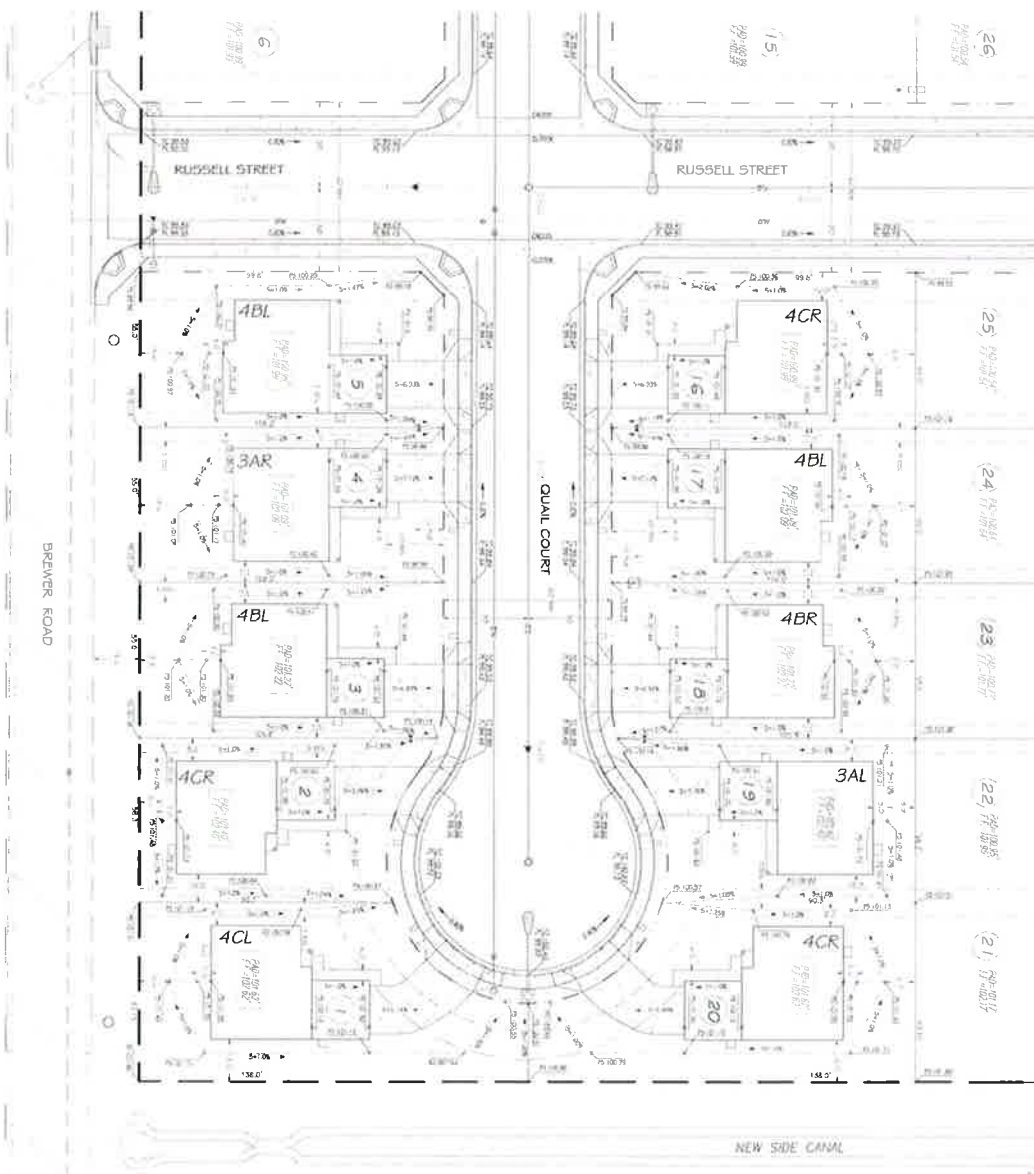
DISAPPROVED ()

DEFERRED ()

REFERRED TO:

Exhibit "A"

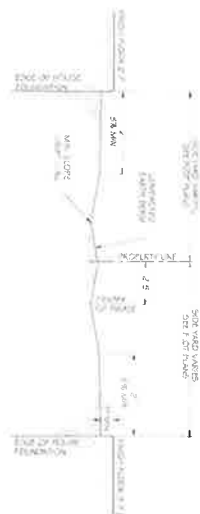
Sheet 2 of 2



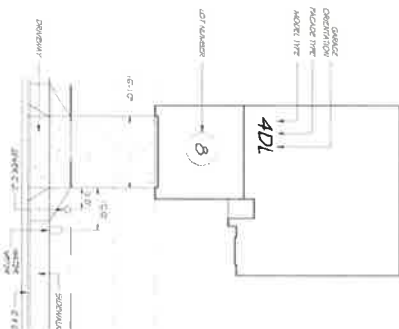
PRECISE GRADING PLAN - PHASE 1A
SCALE: 1" = 20'

APPROVED
CITY OF APERAL, CA

SIDE YARD GRADING DETAIL
NOT TO SCALE



HOUSE MODEL LEGEND
NOT TO SCALE



DEVELOPER'S STATIONS

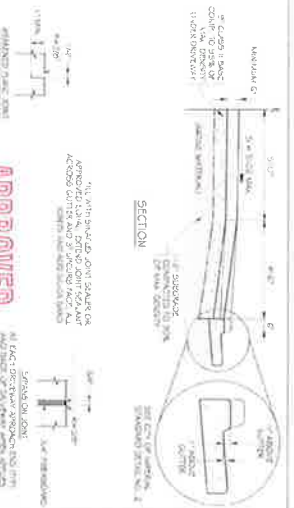
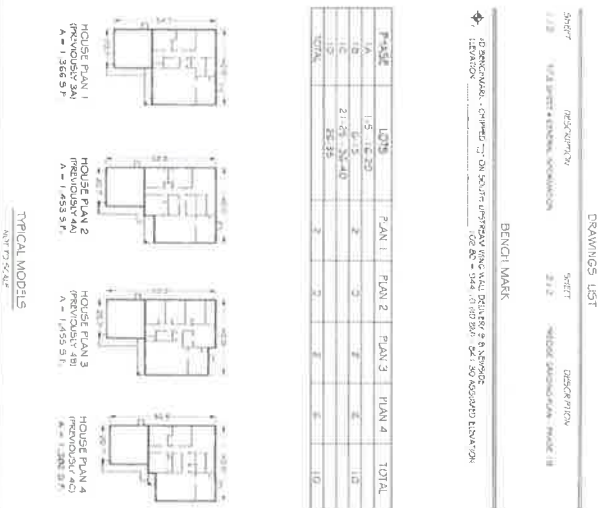
STATION	STATION NUMBER	STATION NAME	STATION TYPE	STATION DATE
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2	100+00	100+00	100+00	100+00
3	100+00	100+00	100+00	100+00
4	100+00	100+00	100+00	100+00
5	100+00	100+00	100+00	100+00
6	100+00	100+00	100+00	100+00
7	100+00	100+00	100+00	100+00
8	100+00	100+00	100+00	100+00
9	100+00	100+00	100+00	100+00
10	100+00	100+00	100+00	100+00
11	100+00	100+00	100+00	100+00
12	100+00	100+00	100+00	100+00
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19	100+00	100+00	100+00	100+00
20	100+00	100+00	100+00	100+00
21	100+00	100+00	100+00	100+00
22	100+00	100+00	100+00	100+00
23	100+00	100+00	100+00	100+00
24	100+00	100+00	100+00	100+00
25	100+00	100+00	100+00	100+00
26	100+00	100+00	100+00	100+00

Exhibit "B"
Sheet 1 of 2

LEGEND / EXISTING FEATURES



PLAN	PLAN 1	PLAN 2	PLAN 3	PLAN 4	TOTAL
PLAN 1	1.5	1.5	2.0	2.0	10
PLAN 2	2.0	2.0	2.0	2.0	10
PLAN 3	2.0	2.0	2.0	2.0	10
PLAN 4	2.0	2.0	2.0	2.0	10
TOTAL	6.0	6.0	8.0	8.0	28.0

[illegible][illegible]

1-2 	PROJECT DESCRIPTION RUSSELL COURT SUBDIVISION UNIT 1 - PHASE 1B
	DRAWING DESCRIPTION TITLE SHEET & GENERAL INFORMATION
LOCATION: City of Imperial, CA	

RECEIVED
CLERK OF SUPERIOR COURT
COUNTY OF LOS ANGELES
FILED
MAR 13 2014
CLERK OF SUPERIOR COURT
COUNTY OF LOS ANGELES

APPROVED BY THE BOARD OF SUPERVISORS
[Signature] 4/13/2014
CATHY COFFMAN, DIST. CLERK
2416

CLERK OF SUPERIOR COURT
COUNTY OF LOS ANGELES
FILED
MAR 13 2014
CLERK OF SUPERIOR COURT
COUNTY OF LOS ANGELES

QUICKTOASTER 2196 PICAL STATE INVESTMENTS INC
ADDRESS 808 SOUTH "D" STREET, IMPERIAL, CA 92251
TELEPHONE (606) 996 3460

Pratt  **Term**

CITY OF AUSTIN, TEXAS	DATE
CITY OF AUSTIN, TEXAS	
CITY OF AUSTIN, TEXAS	
<i>[Signature]</i>	
CITY OF AUSTIN, TEXAS	

Sheet 2 of 2



DRIVEWAY STATIONS



SIDE YARD GRADING DETAIL

RUSSELL COURT SUBDIVISION - UNIT 1

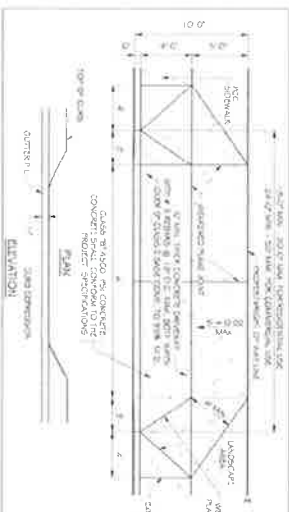
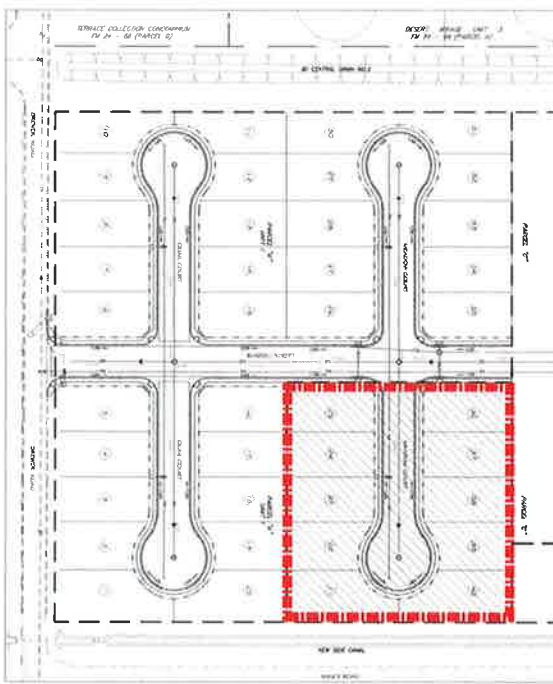
PRECISE GRADING PLAN - PHASE 1C

Exhibit "C"
Sheet 1 of 2



HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS

1. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
3. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
4. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
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7. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
8. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
9. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
10. HOUSE PLOTS AND FINISHED GRADING SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



PHASE	LOTS	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5	TOTAL
1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100						
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TOTAL							

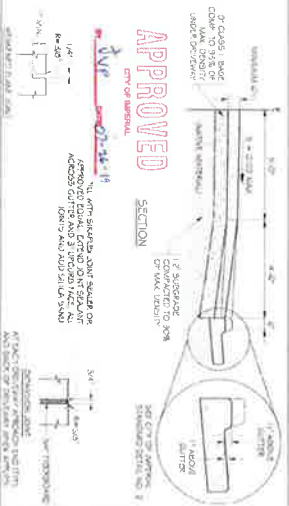
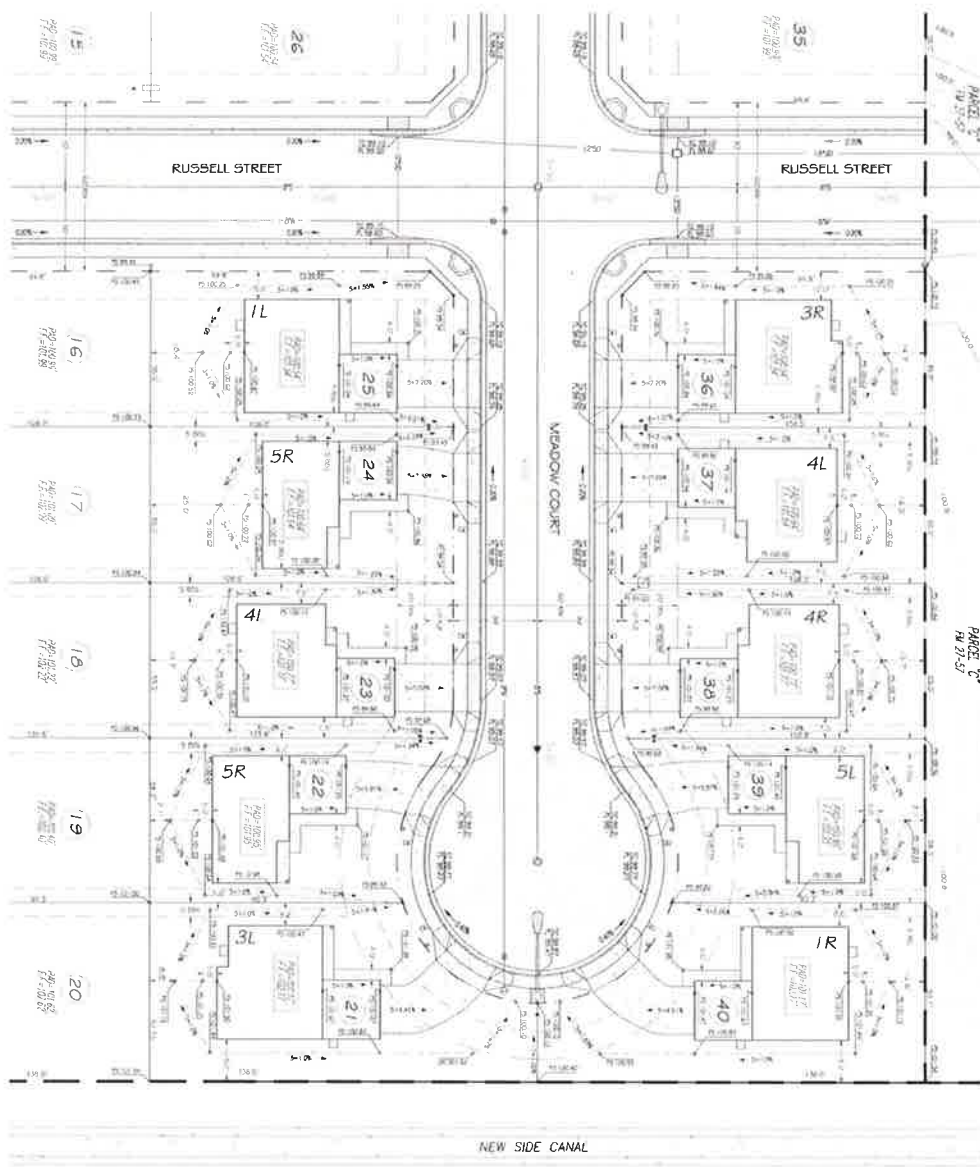


Exhibit "C"

Sheet 2 of 2



PRECISE GRADING PLAN - PHASE 1C

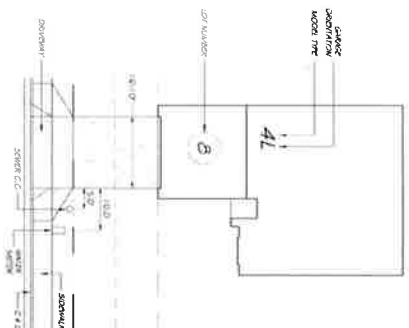
SCALE 1" = 20'

DRIVEWAY STATIONS

LOT	STATION	STREET	STATION
LOT 1	3+71.20	WILSON COURT	LOT 1
LOT 2	3+11.54	WILSON COURT	LOT 2
LOT 3	3+11.54	WILSON COURT	LOT 3
LOT 4	3+11.54	WILSON COURT	LOT 4
LOT 5	3+11.54	WILSON COURT	LOT 5
LOT 6	3+11.54	WILSON COURT	LOT 6
LOT 7	3+11.54	WILSON COURT	LOT 7
LOT 8	3+11.54	WILSON COURT	LOT 8
LOT 9	3+11.54	WILSON COURT	LOT 9
LOT 10	3+11.54	WILSON COURT	LOT 10
LOT 11	3+11.54	WILSON COURT	LOT 11
LOT 12	3+11.54	WILSON COURT	LOT 12
LOT 13	3+11.54	WILSON COURT	LOT 13
LOT 14	3+11.54	WILSON COURT	LOT 14
LOT 15	3+11.54	WILSON COURT	LOT 15
LOT 16	3+11.54	WILSON COURT	LOT 16
LOT 17	3+11.54	WILSON COURT	LOT 17
LOT 18	3+11.54	WILSON COURT	LOT 18
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LOT 20	3+11.54	WILSON COURT	LOT 20
LOT 21	3+11.54	WILSON COURT	LOT 21
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LOT 24	3+11.54	WILSON COURT	LOT 24
LOT 25	3+11.54	WILSON COURT	LOT 25
LOT 26	3+11.54	WILSON COURT	LOT 26
LOT 27	3+11.54	WILSON COURT	LOT 27
LOT 28	3+11.54	WILSON COURT	LOT 28
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LOT 34	3+11.54	WILSON COURT	LOT 34
LOT 35	3+11.54	WILSON COURT	LOT 35
LOT 36	3+11.54	WILSON COURT	LOT 36
LOT 37	3+11.54	WILSON COURT	LOT 37
LOT 38	3+11.54	WILSON COURT	LOT 38
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LOT 40	3+11.54	WILSON COURT	LOT 40



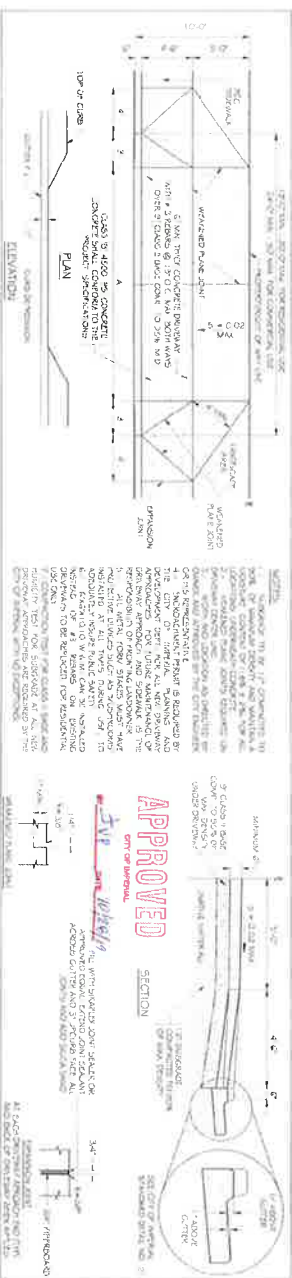
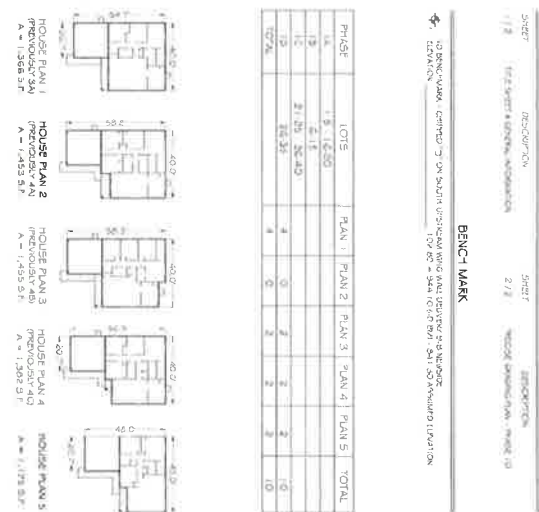
HOUSE MODEL LEGEND



APPROVED
CITY OF IMPERIAL
SIDE YARD GRADING DETAIL
CITY OF IMPERIAL

Exhibit "D"
Sheet 1 of 2

LEGEND / EXISTING FEATURES



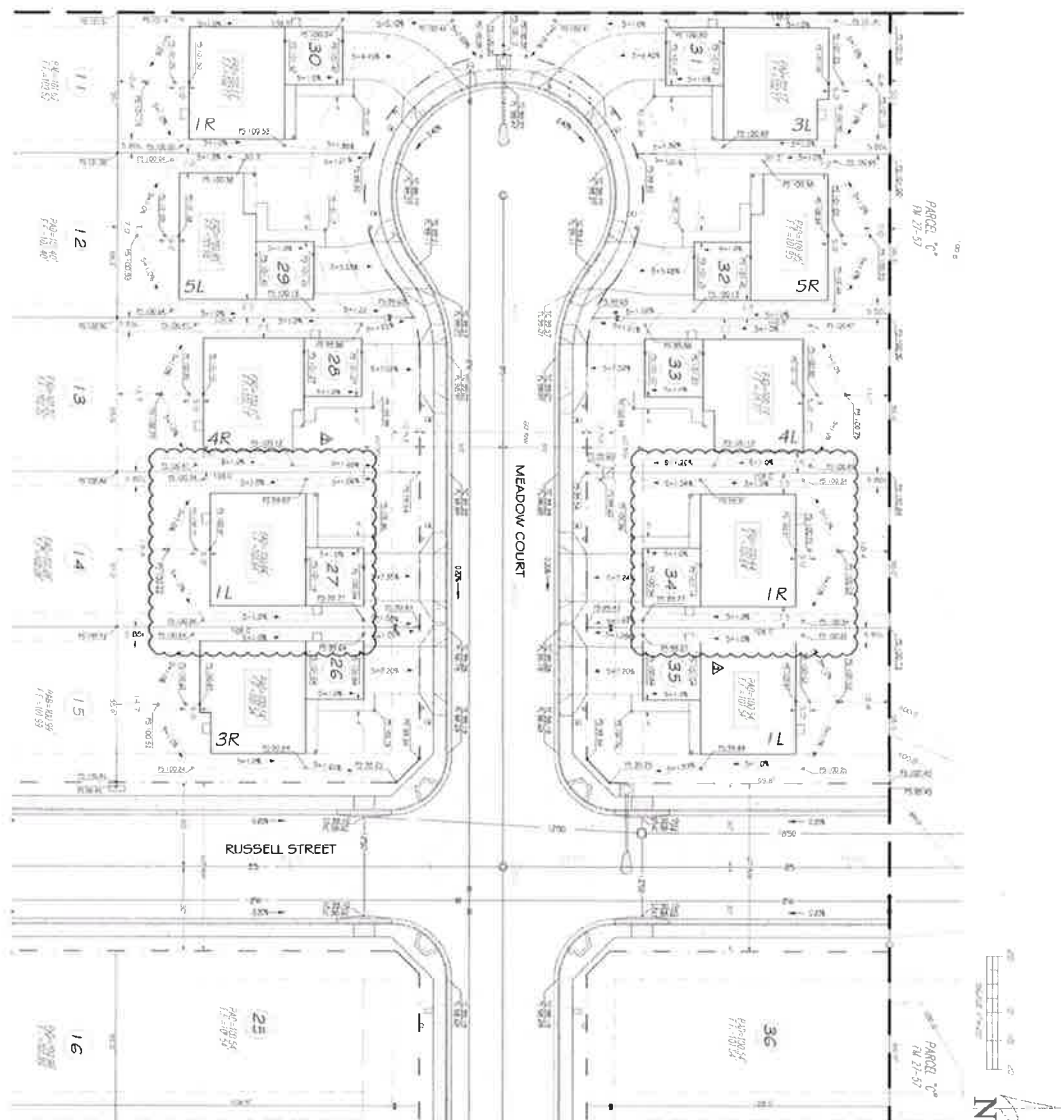
DRIVEWAY DETAIL

PER CITY OF IMPERIAL STANDARD DETAIL NO. 222

DRAWN BY: 1 DATE: 10/27/2019 SCALE: 1/2" = 1'-0"	PROJECT DESCRIPTION: RUSSELL COURT SUBDIVISION UNIT 1 - PHASE 1D	PREPARED BY: 10/24/2019 DATE:	PROJECT LOCATION: 100 SOUTH G STREET, IMPERIAL, CA 92521	PROJECT NO.: 100119 DATE:
	DRAWING DESCRIPTION: TIT 1 SHEET & GENERAL INFORMATION	CLIENT/OWNER: DI NE REAL ESTATE INVESTMENTS INC ADDRESS: 100 SOUTH G STREET, IMPERIAL, CA 92521 TELEPHONE: 760-436-1068	PROJECT NO.: 100119 DATE:	PROJECT LOCATION: 100 SOUTH G STREET, IMPERIAL, CA 92521

Exhibit "D"

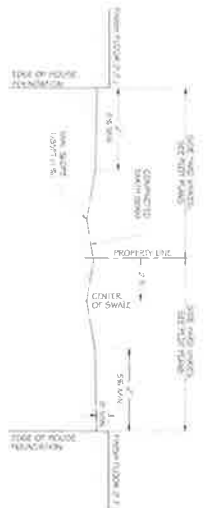
Sheet 2 of 2



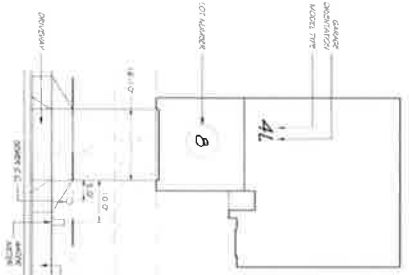
PRECISE GRADING PLAN - PHASE 1D

APPROVED
CITY OF AMHERST

SIDE YARD GRADING DETAIL
NOT TO SCALE



HOUSE MODEL LEGEND
NOT TO SCALE



DEVELOPER STATIONS

LOT	STATIONING	STREET	STATIONING	STREET
LOT 36	0+00.00	WINDY CREEK	LOT 35	0+00.00
LOT 35	0+00.00	WINDY CREEK	LOT 34	0+00.00
LOT 34	0+00.00	WINDY CREEK	LOT 33	0+00.00
LOT 33	0+00.00	WINDY CREEK	LOT 32	0+00.00
LOT 32	0+00.00	WINDY CREEK	LOT 31	0+00.00
LOT 31	0+00.00	WINDY CREEK	LOT 30	0+00.00
LOT 30	0+00.00	WINDY CREEK	LOT 29	0+00.00
LOT 29	0+00.00	WINDY CREEK	LOT 28	0+00.00
LOT 28	0+00.00	WINDY CREEK	LOT 27	0+00.00
LOT 27	0+00.00	WINDY CREEK	LOT 26	0+00.00
LOT 26	0+00.00	WINDY CREEK	LOT 25	0+00.00
LOT 25	0+00.00	WINDY CREEK	LOT 24	0+00.00
LOT 24	0+00.00	WINDY CREEK	LOT 23	0+00.00
LOT 23	0+00.00	WINDY CREEK	LOT 22	0+00.00
LOT 22	0+00.00	WINDY CREEK	LOT 21	0+00.00
LOT 21	0+00.00	WINDY CREEK	LOT 20	0+00.00
LOT 20	0+00.00	WINDY CREEK	LOT 19	0+00.00
LOT 19	0+00.00	WINDY CREEK	LOT 18	0+00.00
LOT 18	0+00.00	WINDY CREEK	LOT 17	0+00.00
LOT 17	0+00.00	WINDY CREEK	LOT 16	0+00.00
LOT 16	0+00.00	WINDY CREEK	LOT 15	0+00.00
LOT 15	0+00.00	WINDY CREEK	LOT 14	0+00.00
LOT 14	0+00.00	WINDY CREEK	LOT 13	0+00.00
LOT 13	0+00.00	WINDY CREEK	LOT 12	0+00.00
LOT 12	0+00.00	WINDY CREEK	LOT 11	0+00.00
LOT 11	0+00.00	WINDY CREEK	LOT 10	0+00.00
LOT 10	0+00.00	WINDY CREEK	LOT 9	0+00.00
LOT 9	0+00.00	WINDY CREEK	LOT 8	0+00.00
LOT 8	0+00.00	WINDY CREEK	LOT 7	0+00.00
LOT 7	0+00.00	WINDY CREEK	LOT 6	0+00.00
LOT 6	0+00.00	WINDY CREEK	LOT 5	0+00.00
LOT 5	0+00.00	WINDY CREEK	LOT 4	0+00.00
LOT 4	0+00.00	WINDY CREEK	LOT 3	0+00.00
LOT 3	0+00.00	WINDY CREEK	LOT 2	0+00.00
LOT 2	0+00.00	WINDY CREEK	LOT 1	0+00.00

FOR THE RECORD
THE APPROVED FOR PHASE 1D, DATED 07/11/10
1) LOT 27, CHANGE HOUSE MODEL 4L BY A HOUSE MODEL 1L
2) LOT 34, CHANGE HOUSE MODEL 5R BY A HOUSE MODEL 1R
THE FINISH FLOOR AND FINISH FLOOR ELEVATIONS WILL REMAIN THE SAME AS THE PREVIOUS APPROVALS

DATE SUBMITTED

1/29/2020

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

2/5/2020

COUNCIL ACTION (x)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS [Signature]

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MAYFIELD UNIT 3C FINAL MAP

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MAYFIELD 3C
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 Mayfield Unit 3C and finds all items acceptable. The approved cost estimate for required off-site improvements for Unit 3C is \$2,183,618 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of a First Lien position in specified real estate property, similar to those approved in other subdivisions. There is sufficient value in the property involved to secure the required amount. The Final Map contains revisions approved by City Council on May 1, 2019 (See attached Revised Tentative Map).

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN INITIALS [Signature]

STAFF RECOMMENDATION:

Staff recommends approval of the Final Map for Mayfield Unit 3C

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION: approve

CITY
MANAGER's
INITIALS [Signature]

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

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

(Government Code Section 66462 and Section 66463)

(S1) Subdivision: Mayfield Unit 3C
(S2) Effective Date: February 5, 2020
(S3) Completion Period: February 5, 2020– February 5, 2021

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Darrell Pechtl, Mayor

SUBDIVIDER

By: _____
Marty Coyne, LLC

APPROVAL RECOMMENDED:

By: _____
Community Development Director

FORM APPROVED - CITY ATTORNEY:

By: _____
Dennis Morita, City Attorney

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

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

Effective on the above date, the City of Imperial, California, hereinafter called ("City"), and the above named Subdivider, 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 install certain improvements (both public and private), including 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).

Subdivider shall complete all of said Work and improvements (hereinafter called "Work")

within the above completion period as required by the California Subdivision Map Act (Government Code Section 66410 and following), 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: First Lien position on real property described in *Exhibit A* ("Property") in the sum of two million, one-hundred eighty three thousand, six hundred eighteen dollars (\$2,183,618.00), which represents the estimated cost of the Work.

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

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

- B. For Payment: First Lien position on real property described in *Exhibit A* in the sum of two million, one-hundred eighty three thousand, six hundred eighteen dollars (\$2,183,618.00), which represents one hundred percent (100%) of the estimated cost of the Work.

With this security, the Subdivider guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

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

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

4. GUARANTEE AND WARRANTY OF WORK

Subdivider guarantees that said Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council accepts the Work as complete in accordance with Government Code Section 66499.7. Subdivider agrees to correct, repair, or replace, at his 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 promise 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.

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

for by this Agreement.

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.

Grading and Improvements - Mayfield Ranch Unit 3C Construction Cost Estimate

CONSTRUCTION COST ESTIMATE

November 19, 2019

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
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Saddleback Dr.

Surface Improvements

1	440	TON	3.5" AC Paving (20,300 SF)	\$ 80.00	\$ 35,200
2	750	CY	Agg Base Class II (20,300 S.F.) - 12-Inch	\$ 23.00	\$ 17,250
3	20,300	SF	Subgrade Preparation	\$ 0.20	\$ 4,060
4	1,700	L.F.	P.C.C. Rolled Curb	\$ 20.00	\$ 34,000
5	0	EA.	ADA Access Ramp	\$ 1,400.00	\$ -
6	7,530	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 45,180
7	3	EA.	Street Lights Including Electrical Wiring	\$ 4,500.00	\$ 13,500
8	0	SF	Driveways (177 SF Each)	\$ 6.00	\$ -
Subtotal					\$ 149,190

Water Improvements

1	1,050	LF	8-Inch Water Pipeline and Appurtenances	\$ 47.00	\$ 49,350
2	44	EA.	Water Services Including Water Meter	\$ 1,400.00	\$ 61,600
3	3	EA.	Fire Hydrant (6")	\$ 4,200.00	\$ 12,600
Sub-Total					\$ 123,550

Sewer Improvements

1	960	LF	8-inch Sewer line	\$ 50.00	\$ 48,000
2	0	LF	12-inch Sewer line	\$ 68.00	\$ -
3	44	EA.	Sewer Laterals	\$ 950.00	\$ 41,800
4	3	EA.	Sewer Manholes	\$ 3,900.00	\$ 11,700
Sub-Total					\$ 101,500

Storm Drain Improvements

1	0	LF	30-Inch Storm Drain Line	\$ 76.00	\$ -
2	0	LF	18-Inch Storm Drain Line	\$ 43.00	\$ -
3	0	EA.	Curb Inlets	\$ 4,200.00	\$ -
4	0	EA.	Storm Drain Manhole/Structure	\$ 7,200.00	\$ -
Sub-Total					\$ -

Total Saddleback Dr.: \$ 374,240



ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
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Meadowbrook Dr.

Surface Improvements

1	440	TON	3.5" AC Paving (20,300 SF)	\$ 80.00	\$ 35,200
2	750	CY	Agg Base Class II (20,300 S.F.) - 12-Inch	\$ 23.00	\$ 17,250
3	20,300	SF	Subgrade Preparation	\$ 0.20	\$ 4,060
4	1,780	L.F.	P.C.C. Rolled Curb	\$ 20.00	\$ 35,600
5	0	EA.	ADA Access Ramp	\$ 1,400.00	\$ -
6	7,930	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 47,580
7	3	EA.	Street Lights Including Electrical Wiring	\$ 4,500.00	\$ 13,500
8	0	SF	Driveways (177 SF Each)	\$ 6.00	\$ -
Subtotal				\$	153,190

Water Improvements

1	1,050	LF	8-Inch Water Pipeline and Appurtenances	\$ 47.00	\$ 49,350
2	45	EA.	Water Services Including Water Meter	\$ 1,400.00	\$ 63,000
3	3	EA.	Fire Hydrant (6")	\$ 4,200.00	\$ 12,600
Sub-Total				\$	124,950

Sewer Improvements

1	980	LF	8-inch Sewer line	\$ 50.00	\$ 49,000
2	0	LF	12-inch Sewer line	\$ 68.00	\$ -
3	45	EA.	Sewer Laterals	\$ 950.00	\$ 42,750
4	3	EA.	Sewer Manholes	\$ 3,900.00	\$ 11,700
Sub-Total				\$	103,450

Storm Drain Improvements

1	0	LF	30-Inch Storm Drain Line	\$ 76.00	\$ -
2	0	LF	18-Inch Storm Drain Line	\$ 43.00	\$ -
3	0	EA.	Curb Inlets	\$ 4,200.00	\$ -
4	0	EA.	Storm Drain Manhole/Structure	\$ 7,200.00	\$ -
Sub-Total				\$	-

Total Meadowbrook Dr.: \$ 381,590

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
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4th Street

Surface Improvements

1	725	TON	3.5" AC Paving (33,600 SF)	\$ 80.00	\$ 58,000
2	1,250	CY	Agg Base Class II (33,600 S.F.) - 12-Inch	\$ 23.00	\$ 28,750
3	33,600	SF	Subgrade Preparation	\$ 0.20	\$ 6,720
4	1,200	L.F.	6" Curb and Gutter	\$ 24.00	\$ 28,800
5	6	EA.	ADA Access Ramp	\$ 1,400.00	\$ 8,400
6	5,250	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 31,500
7	3	EA.	Street Lights Including Electrical Wiring	\$ 4,500.00	\$ 13,500
8	1	EA.	End of Road Barricade	\$ 2,600.00	\$ 2,600
9	276	SF	Install Cross Gutter	\$ 15.00	\$ 4,140
10	3,200	SF	Driveways (177 SF Each)	\$ 6.00	\$ 19,200
Subtotal					\$ 201,610

Water Improvements

1	650	LF	8-Inch Water Pipeline and Appurtenances	\$ 47.00	\$ 30,550
2	17	EA.	Water Services Including Water Meter	\$ 1,400.00	\$ 23,800
3	2	EA.	Fire Hydrant (6")	\$ 4,200.00	\$ 8,400
Sub-Total					\$ 62,750

Sewer Improvements

1	610	LF	8-inch Sewer line	\$ 50.00	\$ 30,500
2	17	EA.	Sewer Laterals	\$ 950.00	\$ 16,150
3	3	EA.	Sewer Manholes	\$ 3,900.00	\$ 11,700
Sub-Total					\$ 58,350

Storm Drain Improvements

1	1,220	LF	24-Inch Storm Drain Line	\$ 76.00	\$ 92,720
2	120	LF	18-Inch Storm Drain Line	\$ 43.00	\$ 5,160
3	2	EA.	Curb Inlets	\$ 4,200.00	\$ 8,400
4	2	EA.	Storm Drain Manhole/Structure	\$ 7,200.00	\$ 14,400
Sub-Total					\$ 120,680

Total 4th Street:	\$ 443,390
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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
2nd Street					
Surface Improvements					
1	330	TON	3.5" AC Paving (15,000 SF)	\$ 80.00	\$ 26,400
2	560	CY	Agg Base Class II (15,000 S.F.) - 12-Inch	\$ 23.00	\$ 12,880
3	15,000	SF	Subgrade Preparation	\$ 0.20	\$ 3,000
4	600	L.F.	P.C.C. Rolled Curb	\$ 20.00	\$ 12,000
5	6	EA.	ADA Access Ramp	\$ 1,400.00	\$ 8,400
6	2,500	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 15,000
7	0	EA.	Street Lights Including Electrical Wiring	\$ 4,500.00	\$ -
8	0	SF	Driveways (177 SF Each)	\$ 6.00	\$ -
Subtotal				\$	77,680
Water Improvements					
1	370	LF	8-Inch Water Pipeline and Appurtenances	\$ 47.00	\$ 17,390
2	0	EA.	Water Services Including Water Meter	\$ 1,400.00	\$ -
3	0	EA.	Fire Hydrant (6")	\$ 4,200.00	\$ -
Sub-Total				\$	17,390
Sewer Improvements					
1	440	LF	12-inch Sewer line	\$ 68.00	\$ 29,920
2	0	EA.	Sewer Laterals	\$ 950.00	\$ -
3	2	EA.	Sewer Manholes	\$ 3,900.00	\$ 7,800
Sub-Total				\$	37,720
Storm Drain Improvements					
1	1,150	LF	30-Inch Storm Drain Line	\$ 76.00	\$ 87,400
2	120	LF	18-Inch Storm Drain Line	\$ 43.00	\$ 5,160
3	5	EA.	Curb Inlets	\$ 4,200.00	\$ 21,000
4	3	EA.	Storm Drain Manhole/Structure	\$ 7,200.00	\$ 21,600
Sub-Total				\$	135,160
Total 2nd Street:				\$	267,950

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
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Green Valley Way

Surface Improvements

1	550	TON	3.5" AC Paving (25,000 SF)	\$ 80.00	\$ 44,000
2	930	CY	Agg Base Class II (25,000 S.F.) - 12-Inch	\$ 23.00	\$ 21,390
3	25,000	SF	Subgrade Preparation	\$ 0.20	\$ 5,000
4	1,230	L.F.	P.C.C. Curb and Gutter	\$ 20.00	\$ 24,600
5	4	EA.	ADA Access Ramp	\$ 1,400.00	\$ 5,600
6	5,400	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 32,400
7	2	EA.	Street Lights Including Electrical Wiring	\$ 4,500.00	\$ 9,000
8	3,200	SF	Driveways (177 SF Each)	\$ 6.00	\$ 19,200
Subtotal				\$	161,190

Water Improvements

1	640	LF	8-Inch Water Pipeline and Appurtenances	\$ 47.00	\$ 30,080
2	17	EA.	Water Services Including Water Meter	\$ 1,400.00	\$ 23,800
3	2	EA.	Fire Hydrant (6")	\$ 4,200.00	\$ 8,400
Sub-Total				\$	62,280

Sewer Improvements

1	575	LF	8-inch Sewer line	\$ 50.00	\$ 28,750
2	17	EA.	Sewer Laterals	\$ 950.00	\$ 16,150
3	4	EA.	Sewer Manholes	\$ 3,900.00	\$ 15,600
Sub-Total				\$	60,500

Storm Drain Improvements

1	1,220	LF	12-Inch Storm Drain Line	\$ 33.00	\$ 40,260
2	180	LF	18-Inch Storm Drain Line	\$ 46.00	\$ 8,280
3	6	EA.	Curb Inlets	\$ 4,200.00	\$ 25,200
4	4	EA.	Storm Drain Manhole/Structure	\$ 7,200.00	\$ 28,800
Sub-Total				\$	102,540

Total Green Valley Way:				\$	386,510
--------------------------------	--	--	--	-----------	----------------

Unit 3C Estimated Construction Cost Summary:

Total Saddleback Dr.:	\$	374,240.00
Total Meadowbrook Dr.:	\$	381,590.00
Total 4th Street:	\$	443,390.00
Total 2nd Street:	\$	267,950.00
Total Green Valley Way:	\$	386,510.00
Sub-Total Unit 3C:	\$	1,853,680.00
10% Contingency:	\$	185,368.00
Total Unit 3C:	\$	2,039,048.00
Unit 3C Site Grading:	\$	144,570.00
Total Unit 3C Site Improvements and Site Grading:	\$	2,183,618.00

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



Matt Morris

Matt Morris
President and CEO

Morgan Chaney

Morgan Chaney Marketing Rep.

Denise Carraux

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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 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.: 599848-2

Customer Reference:

Guarantee No.: G-2910-1832

Amount of Liability: \$10,000.00

Date of Guarantee: November 1, 2019 at 7:30AM

Fee: \$400.00

1. Name of Assured: Morningside Ventures, LLC, a California limited liability company

2. Subdivision Map Reference:

Mayfield Ranch Unit No. 3C

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

See Exhibit "A" Attached Hereto

4. ASSURANCES:

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

Owner: Morningside Ventures, LLC, a California limited liability company

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 599848-2

Guarantee No.: G-2910-1832

The Map hereinbefore referred to is a Subdivision of Land Described as follows:

The South half of the South half of the East 320 acres of Tract 106, Township 15 South, Range 14 East, San Bernardino Base and Meridian, in the City of Imperial, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom any portion lying within Mayfield Ranch Unit No. 1, as per map recorded in Book 25 pages 15 through 18 of Final Maps and any portion lying within Mayfield Ranch Unit No. 2, as per map recorded in Book 25 pages 19 through 22 of Final Maps, Records of said County.

Also excepting therefrom those portions lying within Mayfield Ranch Unit No. 3A, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 27 page 23 of Final Maps, Records of Imperial County, and that portion lying within Mayfield Ranch Unit No. 3B, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 27 page 27 of Final Maps, Records of Imperial County.

Also excepting therefrom all of the oil, gas, hydrocarbon substances and all other minerals, whether solid, liquid or gaseous; including, but not limited to hot water, steam, geothermal resources, geothermal energy and extractable minerals in and under said land lying below a depth of 500 feet from the surface thereof; without, however, the right of entry through the surface thereof for the purpose of production and extraction of the aforesaid minerals as reserved by F.A.D. Farms, Inc., a California corporation, in deed recorded April 18, 1991 as Instrument No. 6921 in Book 1670 page 1730 of Official Records, and recorded July 17, 1991 as Instrument No. 13286 in Book 1677 page 905 of Official Records.

MAYFIELD RANCH SUBDIVISION
UNIT 3C REVISED TENTATIVE MAP
CITY OF IMPERIAL, IMPERIAL COUNTY, CALIFORNIA

DEVELOPER
MORNINGSIDE VENTURES, LLC
SOUTH 4TH STREET
EL CENTRO, CA 92243
TEL 760-554-6401

GEOTECHNICAL
LANDMARK CONSULTANTS
780 N 4TH STREET
EL CENTRO, CA 92243
TEL 760-370-3000

CIVIL ENGINEER
DYNAMIC CONSULTING ENGINEERS, INC.
2415 IMPERIAL BUSINESS PARK DR. STE. B
IMPERIAL, CA 92251

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 1, AS PER MAP RECORDED IN BOOK 25 PAGES 15 THROUGH 18 OF FINAL MAPS, AND ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 2, AS PER MAP RECORDED IN BOOK 25 PAGES 19 THROUGH 22 OF FINAL MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN MAYFIELD RANCH UNIT NO. 3A, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 23 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, AND THAT PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 3B, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 27 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

ALSO EXCEPTING THEREFROM ALL OF THE OIL, GAS, HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS, WHETHER SOLID, LIQUID OR GASEOUS, INCLUDING, BUT NOT LIMITED TO HOT WATER, STEAM, GEOTHERMAL RESOURCES, GEOTHERMAL ENERGY AND EXTRACTABLE MINERALS IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF; WITHOUT, HOWEVER, THE RIGHT OF ENTRY THROUGH THE SURFACE THEREOF FOR THE PURPOSE OF PRODUCTION AND EXTRACTION OF THE AFORESAID MINERALS AS RESERVED BY F.A.D. FARMS, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED APRIL 18, 1991 AS INSTRUMENT NO. 6921 IN BOOK 1670 PAGE 1730 OF OFFICIAL RECORDS, AND RECORDED JULY 17, 1991 AS INSTRUMENT NO. 13286 IN BOOK 1677 PAGE 905 OF OFFICIAL RECORDS.

SOURCE OF TOPO

PRECISION UAV, INC.
1016 BROADWAY STE. B, EL CAJON CA 92021
PHONE: (619) 245-4547
DATED: FEBRUARY 2018

FLOOD ZONE

ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 060065 0800 B, THE SITE IS LOCATED IN FLOOD ZONE C, AN AREA OF MINIMAL FLOODING.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 044-200-099-000
AREA: 22.879 ACRES

AGENCY TELEPHONE NUMBERS

- | | |
|---|------------------------------|
| 1. CITY OF IMPERIAL (PUBLIC WORKS) | TELEPHONE NO. (760) 355-1152 |
| 2. CITY OF IMPERIAL (WATER & SEWER) | TELEPHONE NO. (760) 355-1152 |
| 3. IMPERIAL IRRIGATION DISTRICT (POWER) | TELEPHONE NO. (760) 339-9280 |
| 4. SPECTRUM (CABLE) | TELEPHONE NO. (844) 757-2833 |
| 5. AT&T (TELEPHONE) | TELEPHONE NO. (800) 422-4153 |
| 6. SOUTHERN CALIFORNIA GAS CO. (GAS) | TELEPHONE NO. (800) 422-4133 |

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CCS 83, ZONE 6; GRID BEARING BETWEEN FIRST ORDER STATION "VGN 38" AND FIRST ORDER STATION "VGN 41", PER RECORD OF SURVEY 13 - 56, I.E. N 36°26'34" E.

BENCHMARK

THE PROJECT BENCHMARK IS THE COUNTY "D 1225"
ELEVATION: 942.82' (NAVD 88 + 1000)

RECORDED EASEMENTS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT BE OPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

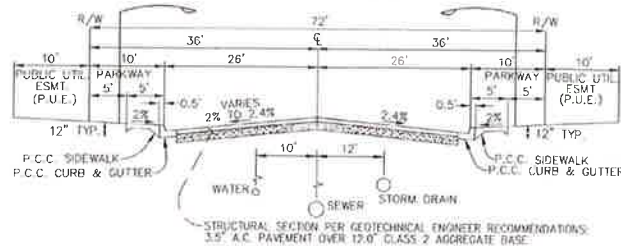
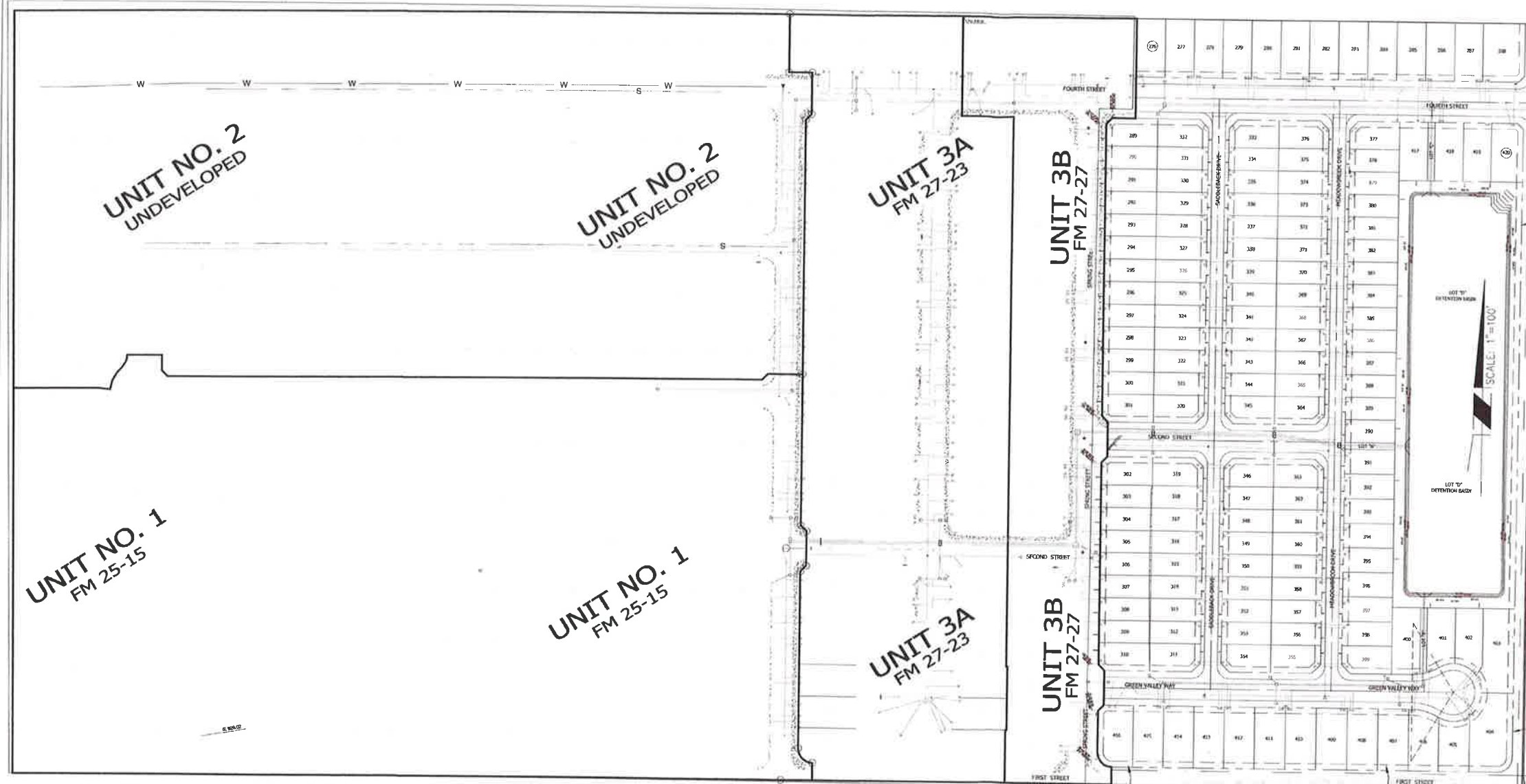
AN AGREEMENT BY AND BETWEEN ALLAN R. HEVENER AND H.F. McWILLIAMS, RECORDED IN BOOK 848, PAGE 90 OF OFFICIAL RECORDS. SAID AGREEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREIN.

AN EASEMENT FOR A SUPPLY CANAL, AND RIGHTS INCIDENTAL THERETO IN FAVOR OF ALLAN R. HEVENER, RECORDED APRIL 14, 1953 IN BOOK 866, PAGE 5 OF OFFICIAL RECORDS. SAID EASEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREIN.

AN EASEMENT FOR OPEN AND/OR UNDERGROUND CONCRETE LINED CANALS, OVERHEAD AND/OR UNDERGROUND TELEPHONE AND/OR ELECTRIC POWER LINES, AND RIGHTS INCIDENTAL THERETO IN FAVOR OF IMPERIAL IRRIGATION DISTRICT, RECORDED NOVEMBER 2, 1990 IN BOOK 1659, PAGE 1385 OF OFFICIAL RECORDS. SAID EASEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREIN.

SURVEYOR'S NOTES

1. BEGINNING AND ENDING LOTS NUMBERS ARE 276 THROUGH 420.
2. TOTAL NUMBER OF LOTS IS 144.
3. TOTAL AREA (GROSS) IS 22.879 ACRES.
4. ALL DISTANCE AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT.
5. DISTANCES SHOWN HEREON, ARE GROUND MEASUREMENT DISTANCES.
6. A 1/2" X 18" REBAR AND "PLASTIC PLUG STAMPED "PLS 8482" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS; EXCEPT, OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS TAG STAMPED "PLS 8482" WILL BE SET.
7. WHERE CENTERLINE INTERSECTIONS CONFLICT WITH SEWER MAINLINES, THE CENTERLINE MONUMENT WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION. THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREON.
8. LOTS "A", "B", "C", AND "D" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND DETENTION BASIN PURPOSES.
9. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

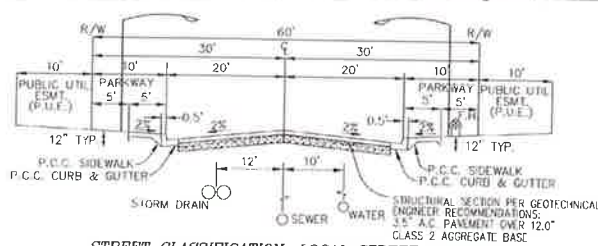


STREET CLASSIFICATION: MINOR COLLECTOR TI = 6.0

TYPICAL STREET SECTION

FOURTH STREET

NOT TO SCALE

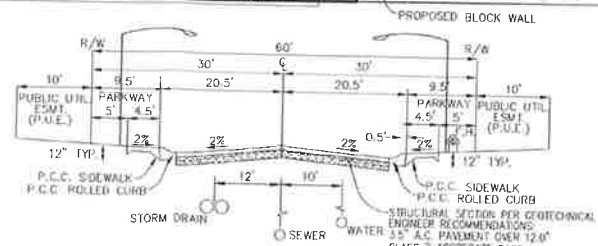


STREET CLASSIFICATION: LOCAL STREET TI = 6.0

TYPICAL STREET SECTION

SPRING STREET AND GREEN VALLEY WAY

NOT TO SCALE

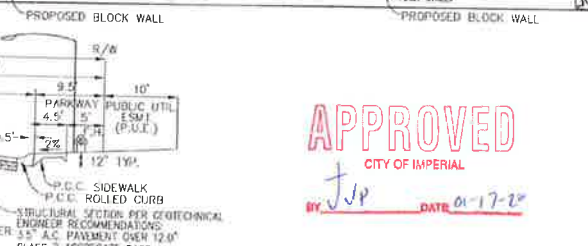


STREET CLASSIFICATION: LOCAL STREET TI = 6.0

TYPICAL STREET SECTION

SECOND STREET

NOT TO SCALE



STREET CLASSIFICATION: LOCAL STREET TI = 6.0

TYPICAL STREET SECTION

SADDEBACK DRIVE AND MEADOWBROOK DRIVE

NOT TO SCALE

PROJECT TITLE: MAYFIELD RANCH SUBDIVISION UNIT 3C REVISED TENTATIVE MAP LAYOUT	SCALE: DRAWN BY: DR, CB REVISED BY: CB DATE: AUGUST 23, 2019	SHEET 1 OF 1 SHEET JOB NO. DCE 650818	APPROVED BY THE CITY OF IMPERIAL: CARLOS CORRALES No. 65432 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA 1/15/2020 DATE	55,432 R.C.E. NO. 12/31/20 REG. EXP.	PREPARED UNDER THE DIRECT SUPERVISION OF: CARLOS L. BELTRAN No. 69121 Exp. 6-30-20 CIVIL STATE OF CALIFORNIA 1/14/2020 DATE	69,121 R.C.E. NO. 06/30/20 REG. EXP.
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MAYFIELD RANCH UNIT NO. 3C

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SHEET 1 OF 4 SHEETS

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE, THE PARTIES LISTED BELOW, ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF FOUR (4) SHEETS AND DESCRIBED IN THE CAPTION THEREOF. WE HEREBY OFFER FOR DEDICATION TO PUBLIC USE, A PORTION OF FIRST STREET, A PORTION OF SECOND STREET, A PORTION OF FOURTH STREET, PORTION OF SADDLEBACK DRIVE, A PORTION OF MEADOWBROOK DRIVE, A PORTION OF CROSS ROAD, LOT "A", LOT "B", LOT "C", LOT "D", AND THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP AND BEING A PART OF THIS SUBDIVISION.

MORNINGSIDE VENTURES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: MARTIN D. COYNE DATE: _____
FOR: _____
TITLE: _____

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS FINAL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL, IN SUPPORT OF THIS MAP:

TITLE: OWNER'S CERTIFICATE INSTRUMENT NO. _____
TITLE: OWNER'S CERTIFICATE INSTRUMENT NO. _____
TITLE: TAX CERTIFICATE INSTRUMENT NO. _____
TITLE: TAX CERTIFICATE INSTRUMENT NO. _____
TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 1, AS PER MAP RECORDED IN BOOK 25 PAGES 15 THROUGH 18 OF FINAL MAPS AND ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 2, AS PER MAP RECORDED IN BOOK 25 PAGES 19 THROUGH 22 OF FINAL MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITH MAYFIELD RANCH UNIT NO. 3A, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 23 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, AND THAT PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 3B, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 27 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

ALSO EXCEPTING THEREFROM ALL OF THE OIL, GAS, HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS, WHETHER SOLID, LIQUID OR GASEOUS; INCLUDING, BUT NOT LIMITED TO HOT WATER, STEAM, GEOTHERMAL RESOURCES, GEOTHERMAL ENERGY AND EXTRACTABLE MINERALS IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF; WITHOUT, HOWEVER, THE RIGHT OF ENTRY THROUGH THE SURFACE THEREOF FOR THE PURPOSE OF PRODUCTION AND EXTRACTION OF THE AFORESAID MINERALS AS RESERVED BY F.A.D. FARMS, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED APRIL 18, 1991 AS INSTRUMENT NO. 6921 IN BOOK 1670 PAGE 1750 OF OFFICIAL RECORDS, AND RECORDED JULY 17, 1991 AS INSTRUMENT NO. 13286 IN BOOK 1677 PAGE 905 OF OFFICIAL RECORDS.

SIGNATURE OMISSION STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT BEHN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

- [8] AN AGREEMENT BY AND BETWEEN ALLAN R. HEVENER AND I.F. McWILLIAMS, RECORDED IN BOOK 848, PAGE 90 OF OFFICIAL RECORDS. SAID AGREEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREIN.
- [9] AN EASEMENT FOR A SUPPLY CANAL, AND RIGHTS INCIDENTAL THERETO IN FAVOR OF ALLAN R. HEVENER, RECORDED APRIL 14, 1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER THE EAST 30 FEET OF SAID LAND. (PLOTTED).
- [10] AN EASEMENT FOR OPEN AND/OR UNDERGROUND CONCRETE LINED CANALS, OVERHEAD AND/OR UNDERGROUND TELEPHONE AND/OR ELECTRIC POWER LINES, AND RIGHTS INCIDENTAL THERETO IN FAVOR OF IMPERIAL IRRIGATION DISTRICT, RECORDED NOVEMBER 2, 1990 IN BOOK 1659, PAGE 1388 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER A STRIP OF LAND 50 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTER LINE OF THE CONCRETE LINED DATE LATERAL 7 CANAL (10-31-1990) CONSTRUCTED ACROSS THE SOUTH SIDE OF SAID LANDS. (PLOTTED)

CITY CLERK'S CERTIFICATE:

I, DEBRA JACKSON, CITY CLERK OF THE CITY OF IMPERIAL, CALIFORNIA, HEREBY STATE THAT THE CITY OF IMPERIAL CITY COUNCIL, ON _____, HAS APPROVED THIS FINAL MAP, CONSISTING OF FOUR (4) SHEETS, AS THE OFFICIAL MAP OF MAYFIELD RANCH UNIT NO. 3C, FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVAL OF THE TENTATIVE MAP THEREOF AND ANY APPROVED ALTERATIONS THEREOF AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE OFFER FOR DEDICATION OF PUBLIC ROADS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

DEBRA JACKSON
CITY CLERK OF THE CITY OF IMPERIAL

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I, OTHON MORA, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF FOUR (4) SHEETS, CONFORMS WITH THE TENTATIVE MAP ANY APPROVED ALTERATIONS THEREOF, AND THE CONDITIONS RELATED THERETO, AS APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 19, 2007.

OTHON MORA, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF IMPERIAL DATE _____

SOILS REPORT:

A SOILS REPORT HAS BEEN PREPARED SPECIFICALLY FOR THIS SUBDIVISION BY LANDMARK CONSULTANTS, INC., PROJECT NO. LE05452, DATED DECEMBER 7, 2005, BY REGISTERED CIVIL ENGINEER NO. 31921. A COPY OF SAID REPORT IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MORNINGSIDE VENTURES, LLC, ON MAY 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.

DATED: _____

DAVID BELTRAN L.S. 8482



ACTING CITY SURVEYOR'S STATEMENT:

I, GORDON O. OLSON, ACTING CITY SURVEYOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF FOUR (4) SHEETS; THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON NOVEMBER 2019, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF LOCAL ORDINANCES APPLICABLE WHEN THE TENTATIVE MAP WAS APPROVED, AND ALL THE REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT, AS AMENDED JANUARY 1, 2019 HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

GORDON O. OLSON, PLS 7107
ACTING CITY LAND SURVEYOR



TITLE COMPANY'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PERSONS SPECIFIED IN THE OWNER'S STATEMENT SHOWN HEREON ARE THE OWNERS AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS TITLE TO THE LAND WITHIN THIS SUBDIVISION.

NAME: _____ DATE _____

TITLE OFFICER
STEWART TITLE

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ AT _____ M. IN BOOK _____ OF FINAL MAPS, AT PAGE _____, AT THE REQUEST OF DYNAMIC CONSULTING ENGINEERS, INC.

FEE: _____

DOCUMENT: _____

CHUCK STOREY, COUNTY RECORDER

DCE JOB NO. 650818 DATE: 08/07/2019

Dynamic CONSULTING ENGINEERS

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 108, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SHEET 2 OF 4 SHEETS

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS NORTH 00°16'16" WEST, WHICH IS THE BEARING OF THE EASTERLY BOUNDARY LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, S.E.M., BETWEEN THE TWO FOUND WITNESS CORNER FOR SAID EASTERLY LINE, ACCORDING TO FM 27-27.

SURVEYOR'S NOTES:

1. BEGINNING AND ENDING LOT'S NUMBERS ARE 276 THROUGH 420.
2. TOTAL NUMBER OF LOT'S IS 144.
3. TOTAL AREA (GROSS) IS 22.879 ACRES.
4. ALL DISTANCE AND/OR STREET WIDTH'S, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT.
5. DISTANCES SHOWN HEREIN, ARE GROUND MEASUREMENT DISTANCES.
6. "AS BUILT" RECORD AND PLASTER STAMPED "PLS 0482" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS, EXCEPT OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS TAG STAMPED "PLS 0482" WILL BE SET.
7. WHERE CENTERLINE INTERSECTIONS CONFLICT WITH SEWER MANHOLES, THE CENTERLINE MONUMENT WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION. THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREIN.
8. LOT'S "28", "29" AND "30" ARE DEDICATED TO THE CITY OF INDIANAPOLIS FOR MAINTENANCE AND OPERATION OF STORM DRAINAGE AND DETENTION BASIN PURPOSES.
9. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

LEGEND:

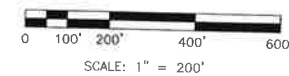
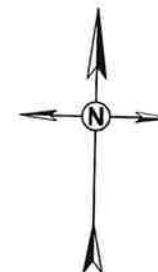
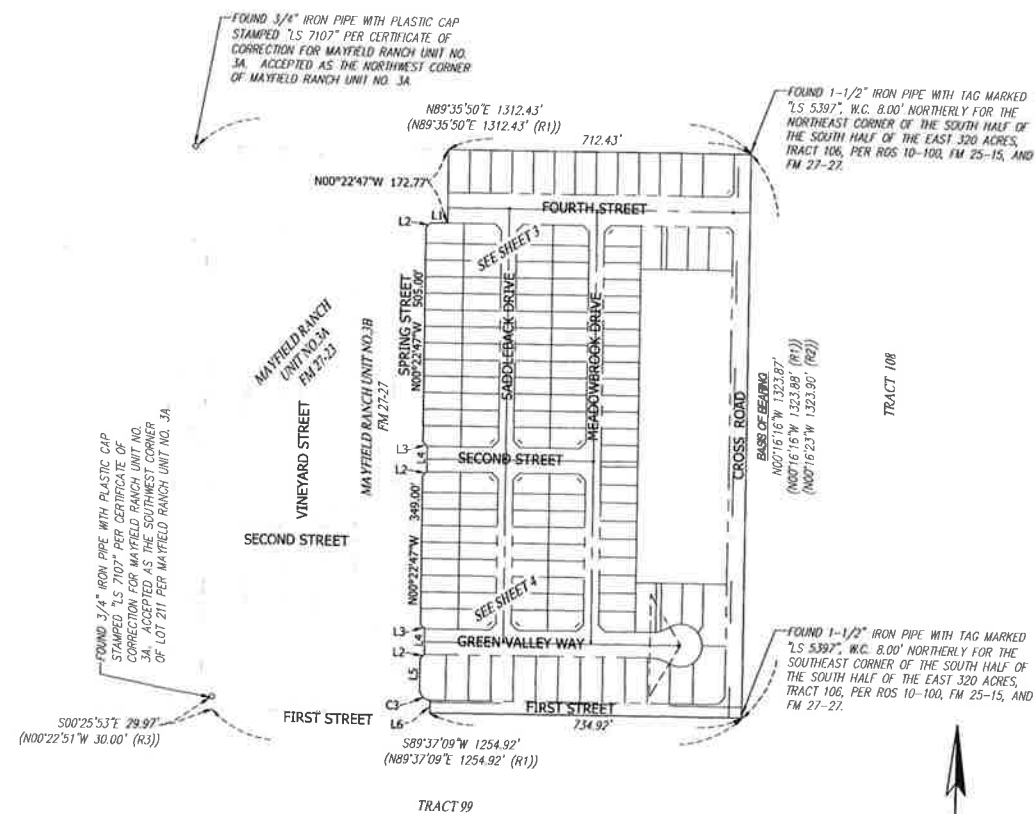
- FOUND MONUMENT AS NOTED
 SET A 4-INCH DIA. CONCRETE CYLINDER W/BRASS TAG
 STAMPED "79LS 8482", IN WELL BOX.
 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON.
 AN EASEMENT GRANTED TO ALLAN R. HEVENER, RECORDED
 4/14/1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS.
 AN EASEMENT GRANTED TO IMPERIAL IRIGATION DISTRICT, RECORDED
 11/2/1990 IN BOOK 1659, PAGE 1388 AS FILE NO. 90019501 QF O.R.
 (R1) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 38
 PER FM 27-27.
 (R2) INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 10,
 PAGE 100 OF RECORD OF SURVEY MAPS.
 (R3) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A
 PER FM 27-23.
 _____ STREET CENTER LINE
 _____ LOT LINE
 _____ PUBLIC UTILITY LINE
 _____ SUBDIVISION BOUNDARY

NO.	BEARING	LENGTH	REFERENCE
L1	N89°37'13"E	40.00'	N89°37'13"E 40.00' (R1)
L2	N44°37'13"E	14.14'	N44°37'13"E 14.14' (R1)
L3	N45°22'47"W	14.14'	N45°22'47"W 14.14' (R1)
L4	N00°22'47"W	60.00'	N00°22'47"W 60.00' (R1)
L5	N00°22'47"W	71.83'	N00°22'47"W 71.83' (R1)
L6	N00°22'51"W	30.00'	N00°22'51"W 30.00' (R1)

CURVE DATA TABLE				
NO.	DELTA	RADIUS	LENGTH	REFERENCE
C3	89°59'57"	25.00'	39.27'	90°00'04" R=25.00' L=39.27' (R1

PROCEDURE OF SURVEY

PORTION OF THE NORTH HALF OF THE SOUTH HALF
OF THE EAST 320 ACRES OF TRACT 106



SURVEYOR'S NOTES:

- BEGINNING AND ENDING LOT NUMBERS ARE 276 THROUGH 420.
- TOTAL NUMBER OF LOTS IS 144.
- TOTAL AREA (GROSS) IS 22.879 ACRES.
- ALL DISTANCE AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT.
- DISTANCES SHOWN HEREON, ARE GROUND MEASUREMENT DISTANCES.
- A 1/2" X 18" REBAR AND PLASTIC PLUG STAMPED "PLS 8482" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS; EXCEPT, OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS TAG STAMPED "PLS 8482" WILL BE SET.
- WHERE CENTERLINE INTERSECTIONS CONFLICT WITH SEWER MANHOLES, THE CENTERLINE MONUMENT WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION. THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREON.
- LOTS "A", "B", "C", AND "D" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND DETENTION BASIN PURPOSES.
- THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

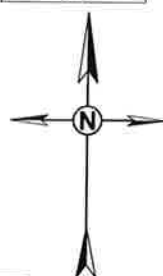
LEGEND:

- FOUND MONUMENT AS NOTED
- SET A 4-INCH DIA. CONCRETE CYLINDER W/BRASS TAG STAMPED "PLS 8482", IN WELL BOX.
- △ 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON.
- 9 AN EASEMENT GRANTED TO ALLAN R. HEVENER, RECORDED 4/14/1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS.
- 10 AN EASEMENT GRANTED TO IMPERIAL IRRIGATION DISTRICT, RECORDED 11/2/1990 IN BOOK 1659, PAGE 1388 AS FILE NO. 90019501 OF O.R.
- (R1) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3B PER FM 27-27.
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 10, PAGE 100 OF RECORD OF SURVEY MAPS.
- (R3) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-23.

- STREET CENTER LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT LINE
- SUBDIVISION BOUNDARY

LINE DATA TABLE

NO.	BEARING	LENGTH	REFERENCE
L1	N89°37'13"E	40.00'	N89°37'13"E 40.00' (R1)
L2	N44°33'13"E	14.14'	N44°33'13"E 14.14' (R1)
L3	N45°22'47"W	14.14'	N45°22'47"W 14.14' (R1)
L4	N00°22'47"W	60.00'	N00°22'47"W 60.00' (R1)
L5	N00°22'47"W	71.83'	N00°22'47"W 71.83' (R1)
L6	N00°22'51"W	30.00'	N00°22'51"W 30.00' (R1)
L7	S44°33'13"W	21.21'	----
L8	S45°22'47"E	21.21'	----
L9	S44°33'13"W	14.14'	----
L10	S45°22'47"E	14.14'	----
L11	N31°47'19"E	20.00'	----
L12	N89°37'13"E	5.13'	----



Dynamic CONSULTING ENGINEERS

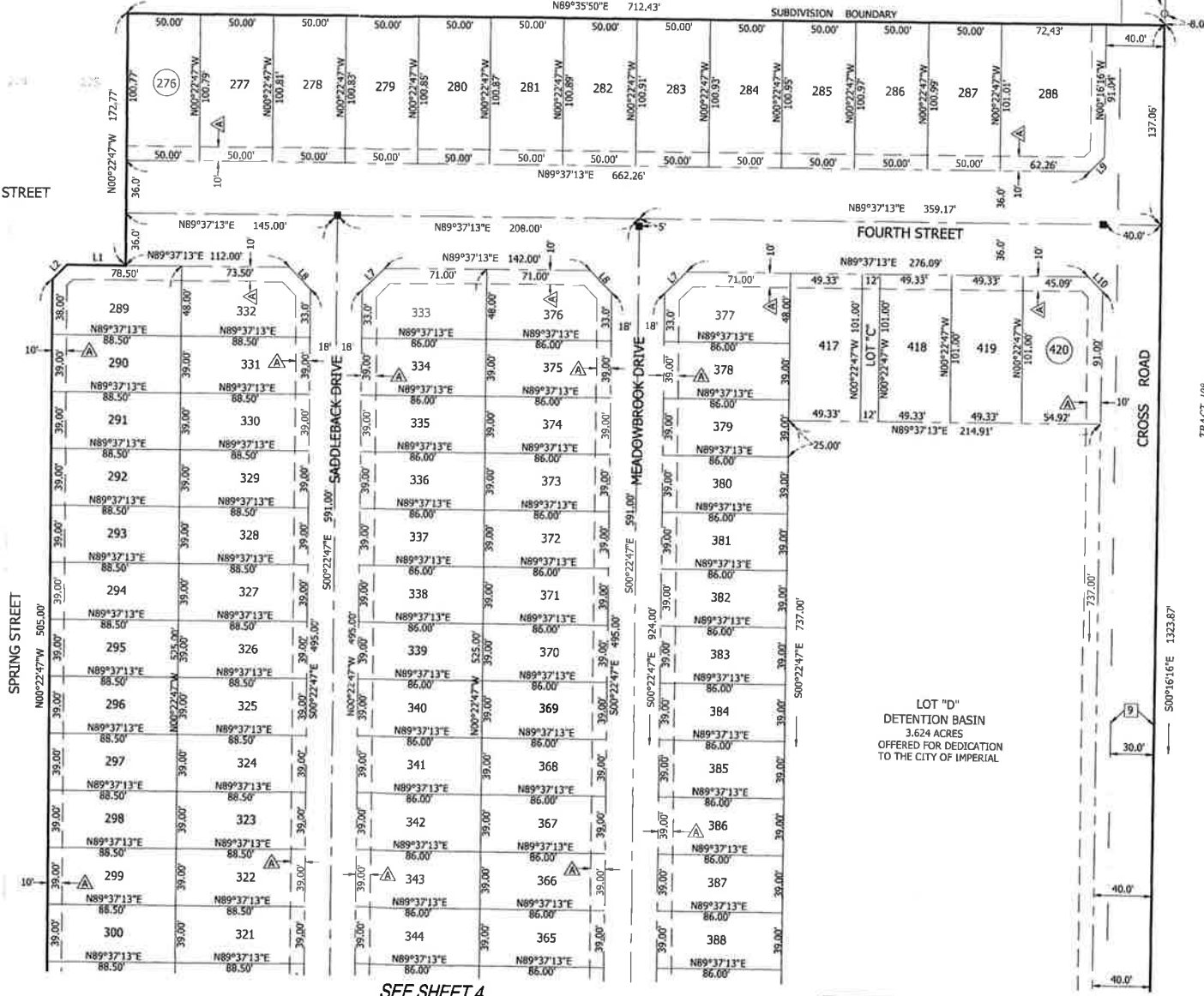
DATE: 08/01/2019
DCE JOB NO. 650818

MAYFIELD RANCH UNIT NO. 3C

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SHEET 3 OF 4 SHEETS

PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106



FOUND 1-1/2" IRON PIPE WITH TAG MARKED "LS 5397", W.C. 8.00' NORTHERLY FOR THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES, TRACT 106, PER ROS 10-100, FM 25-15, AND FM 27-27.

SEE SHEET 4



SURVEYOR'S NOTES:

1. BEGINNING AND ENDING LOTS NUMBERS ARE 276 THROUGH 420.
2. TOTAL NUMBER OF LOTS IS 144.
3. TOTAL AREA (GROSS) IS 22.879 ACRES.
4. ALL DISTANCE AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT.
5. DISTANCES SHOWN HEREON, ARE GROUND MEASUREMENT DISTANCES.
6. A 1/2" X 18" REBAR AND PLASTIC PLUG STAMPED "PLS 8482" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS; EXCEPT, OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS TAG STAMPED "PLS 8482" WILL BE SET.
7. WHERE CENTERLINE INTERSECTIONS CONFLICT WITH SEWER MANHOLES, THE CENTERLINE MONUMENT WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION. THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREON.
8. LOTS "A", "B", "C", AND "D" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND DETENTION BASIN PURPOSES.
9. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET A 4-INCH DIA. CONCRETE CYLINDER W/BRASS TAG STAMPED "PLS 8482", IN WELL BOX.
- △ 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON.
- 9 AN EASEMENT GRANTED TO ALLAN R. HEYNER, RECORDED 4/14/1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS.
- 10 AN EASEMENT GRANTED TO IMPERIAL IRRIGATION DISTRICT, RECORDED 11/2/1990 IN BOOK 1658, PAGE 1388 AS FILE NO. 90019501 OF O.R.
- (R1) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-27.
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 10, PAGE 100 OF RECORD OF SURVEY MAPS.
- (R3) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-23.

- STREET CENTER LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT LINE
- SUBDIVISION BOUNDARY

LINE DATA TABLE

NO.	BEARING	LENGTH	REFERENCE
L1	N89°37'13"E	40.00'	N89°37'13"E 40.00' (R1)
L2	N44°37'13"E	14.14'	N44°37'13"E 14.14' (R1)
L3	N45°22'47"W	14.14'	N45°22'47"W 14.14' (R1)
L4	N00°22'47"W	60.00'	N00°22'47"W 60.00' (R1)
L5	N00°22'47"W	71.83'	N00°22'47"W 71.83' (R1)
L6	N00°22'51"W	30.00'	N00°22'51"W 30.00' (R1)
L7	S44°37'13"W	21.21'	---
L8	S45°22'47"E	21.21'	---
L9	S44°37'13"W	14.14'	---
L10	S45°22'47"E	14.14'	---
L11	N31°47'19"E	20.00'	---
L12	N89°37'13"E	5.13'	---

CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	31°00'10"	90.00'	48.70'
C2	242°00'20"	50.00'	211.19'
C3	89°59'57"	25.00'	39.27'
C4	31°00'10"	90.00'	48.70'
C5	8°13'28"	90.00'	12.92'
C6	7°49'12"	90.00'	12.28'
C7	89°53'25"	25.00'	39.22'
C8	33°01'26"	50.00'	28.82'
C9	51°19'47"	50.00'	44.79'
C10	36°38'57"	50.00'	31.98'
C11	53°28'05"	50.00'	46.66'
C12	65°31'36"	50.00'	57.18'
C13	2°00'29"	50.00'	1.75'
C14	14°57'30"	90.00'	23.50'

Dynamic CONSULTING ENGINEERS

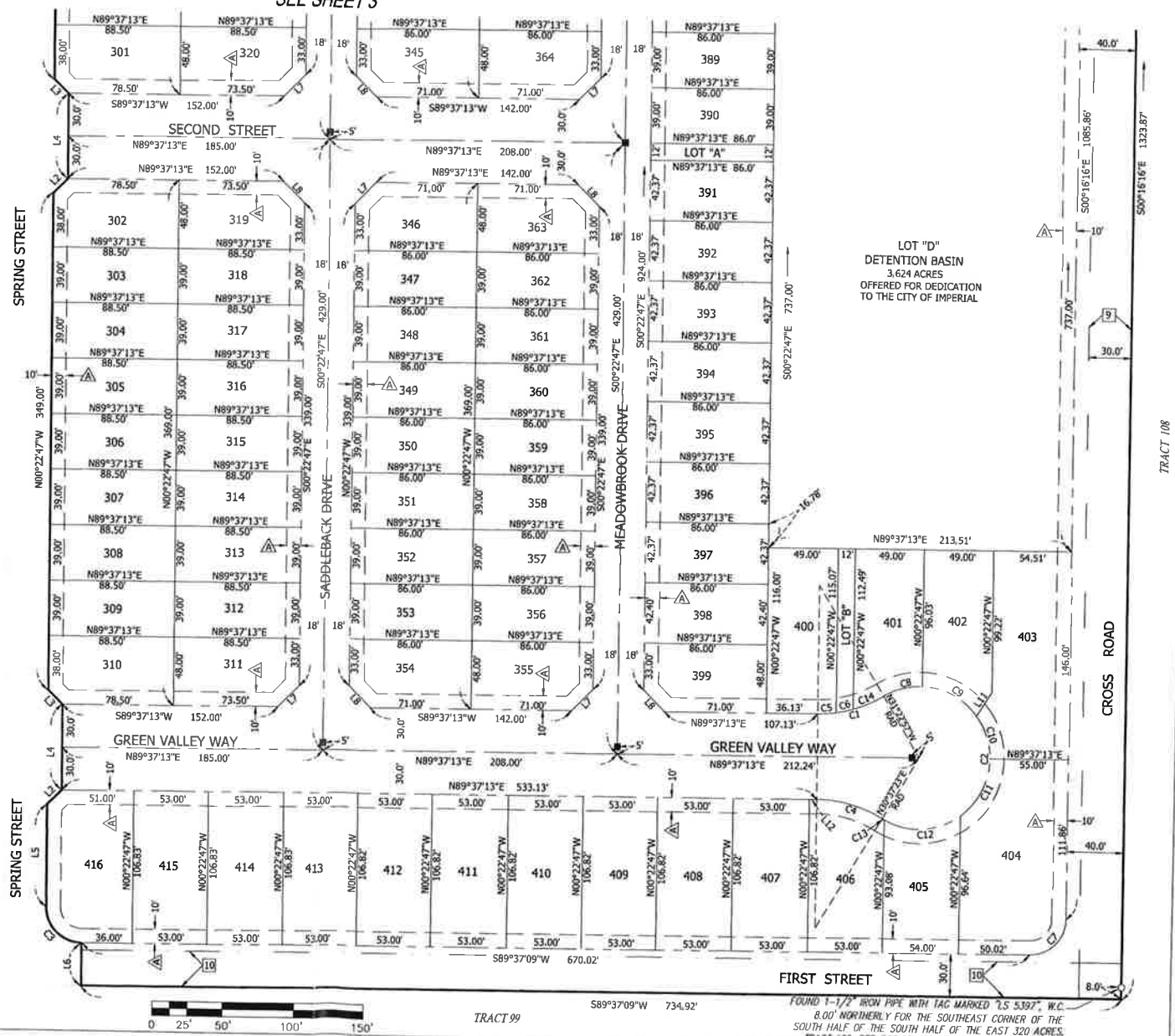
DATE: 08/07/2019
DCE JOB NO. 650818

MAYFIELD RANCH UNIT NO. 3C

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 108, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SHEET 4 OF 4 SHEETS

SEE SHEET 3



DATE SUBMITTED

February 05, 2020

SUBMITTED BY

R. Alejandro Estrada

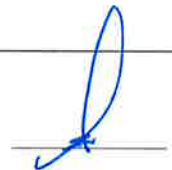
DATE ACTION REQUIRED

February 05, 2020

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

IMPERIAL CITY COUNCIL

AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:	
APPROVE DISBURSEMENT OF FUNDS FOR THE SENSUS CUSTOMER PORTAL PROJECT.	
DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY.	
BACKGROUND/SUMMARY:	
On April 30, 2014, The City of Imperial contracted the services of Sensus (Aqua Metric) for an Advanced Metering Infrastructure System. As part of the improvements to our Water Meter System, the Department of Information Technology is recommending the implementation of the Sensus Customer Portal. It is a web-based platform that presents water usage, data in a clear and easy to read dashboard. It gives customers the information they need to manage their consumption and alert them of potential leaks.	
FISCAL IMPACT: NOT TO EXCEED \$ 34,975.00 (Budgeted item).	FINANCE INITIALS 
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 
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:
	REJECTED () DEFERRED ()



Kristy Segarra - Manager, Bids & Proposals
16914 Alamo Parkway, Building 2 • Selma, TX 78154
Phone: (210) 967-6300 • Fax: (210) 967-6305
Email: kristy.segarra@aqua-metric.com
www.aqua-metric.com



March 20, 2019

Quote for City of Imperial, California
Attention Laura Gutierrez
Address 420 S Imperial Avenue
City, State, ZIP Imperial, CA 92250
Phone: (760) 355-3807

Quantity	Description	Unit Price	Extended
	Customer Portal Add-On		
1	Consumer Portal System Setup	\$6,250.00	\$6,250.00
1	Consumer Portal CIS Integration Fee ⁹	\$12,500.00	\$12,500.00
1	Consumer Portal Training	\$2,250.00	\$2,250.00
1	Customer Portal Project Management	\$7,500.00	\$7,500.00
1	Annual Consumer Portal Core (Minimum 1500 Users) ⁵	\$6,250.00	\$6,250.00
TBD	Annual Consumer Portal (Each Additional User > 1500) ^{5,6}	\$2.40	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ^{5,7}	\$225.00	\$225.00
	Total:		\$34,975.00

This quotation on the product and services named, may be subject to the conditions noted below:

1. Net 30 Days to Pay
2. Freight Allow on orders over \$10,000.00
3. Quote is valid until June 30, 2019
4. Return product may be subject to 25% restocking fee
5. 3% Increase on all Annual Services, Minimum 5 Year Term
6. Annual Overage fees for Consumer Portal will not be charged in the first year, but calculated at year end at the above rate, with a 3% annual increase
7. Text message block pricing based on 1,500 users. Each user fee estimated at \$0.15 per service. City to be invoiced for actual services used at end of year
8. Pricing does not include bonding
9. City's billing system may require system integration fees on their end. Aqua Metric is unable to determine these costs at this time
10. Any additional items beyond quote above subject to negotiations

DATE SUBMITTED Jan 29, 2020
 SUBMITTED BY Chief L. Barra
 DATE ACTION REQUIRED Feb. 5, 2020

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of the 2018 Stonegarden MOU

DEPARTMENT INVOLVED: POLICE DEPARTMENT

BACKGROUND/SUMMARY: The Imperial Police Department is requesting to approve the 2018 Stonegarden MOU. Please see attachment for further information.

FISCAL IMPACT: NONE

F.O. INITIALS _____

STAFF RECOMMENDATION:

MANAGER'S RECOMMENDATION:

Approve

MANAGER'S INITIALS JTB

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ☐

DISAPPROVED ☐

REJECTED ☐

DEFERRED ☐

REFERRED TO:

1 AGREEMENT FOR THE

2 FISCAL YEAR 2018 OPERATION STONEGARDEN GRANT PROGRAM

3 THIS AGREEMENT ("Agreement"), made and entered into effective the ____ day of ____
4 2019, is by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California,
5 by and through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or
6 "County Parties"), the **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"), the
7 **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, Indio, and Winterhaven
8 Offices ("CHP"), the **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE** ("CDFW"), the
9 **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police
10 Department ("Brawley"), the **CITY OF CALEXICO**, an incorporated city within the County of Imperial,
11 by and through its Police Department ("Calexico"), the **CITY OF EL CENTRO**, an incorporated city
12 within the County of Imperial, by and through its Police Department ("El Centro"), the **CITY OF**
13 **IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police Department
14 ("Imperial"), the **CITY OF WESTMORLAND**, an incorporated city within the County of Imperial, by
15 and through its Police Department ("Westmorland"), and the **CITY OF CALIPATRIA**, an incorporated
16 city within the County of Imperial, by and through its Police Department ("Calipatria"), (individually,
17 "Party;" collectively, "Parties"), for program support of the FY 2018 Operation Stonegarden Grant
18 ("OPSG").

19 **RECITALS**

20 **WHEREAS**, County received funds from the U.S. Department of Homeland Security ("DHS")
21 passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG
22 Program for fiscal year 2018 (Operation FY 2018 OPSG CA – Imperial #18-ELCELC-06-003); and

23 **WHEREAS**, said funds shall be used to support the OPSG Program to enhance law enforcement
24 preparedness and operational readiness along the border lands of the United States located within the
25 County; and

26 **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local
27 agency to contract with any other local agency for the furnishing of police protection to such other local
28

1 agency, where a "local agency" includes a neighboring city, county, federal government, or any federal
2 department or agency; and

3 **WHEREAS**, the Parties desire to enter into an agreement with provisions concerning the nature,
4 scope, and extent of OPSG collaboration, services rendered, and compensation; and

5 **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 18, dated
6 November 05, 2019, approved and authorized the Imperial County Sheriff to enter into this Agreement
7 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will
8 be used to reimburse the participating agencies under this Agreement; and

9 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures
10 reimbursed from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to
11 their respective jurisdictions' authorized procurement methods, and to submit an organization-wide
12 financial and compliance audit report if **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** or
13 more of OPSG federal funds are expended in a fiscal year; and

14 **WHEREAS**, documentation and records shall be maintained and retained in accordance with
15 OPSG requirements and shall be available for audit and inspection; and

16 **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal
17 Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's
18 Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA
19 Number: _____.

20 **NOW THEREFORE**, and in consideration of the covenants and conditions hereinafter
21 contained, it is agreed between Parties as follows:

22 **1. PURPOSE AND INTENT.**

23 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by
24 DHS and passed through CalOES under the OPSG for fiscal year 2018.

25 **2. SCOPE OF WORK.**

26 **2.1. Method of Service Delivery.**

27 **2.1.1.** County's Sheriff's Office will maintain the OPSG and will be administratively
28 responsible for coordination of Parties' obligations under this Agreement.

1 2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service
2 Obligations of the Parties.

3 **2.2. Overview of Basic Services.**

4 2.2.1. Parties will provide OPSG activities by increasing the presence of law
5 enforcement personnel in their designated areas of jurisdiction, in order to support
6 DHS's Bureau of Customs and Border Protection ("CBP") and Office of the
7 Border Patrol ("OBP") efforts to improve border security in the region.

8 2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will
9 not enforce immigration laws on behalf of CBP/OBP.

10 2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,
11 including but not limited to Government Code Section 7284.6(b) and the
12 following conditions:

13 (a) The primary purpose of OPSG activities will not be immigration
14 enforcement, as defined in subdivision (f) of Government Code Section
15 7284.4.

16 (b) The enforcement or investigative duties will be primarily related to a
17 violation of state or federal law unrelated to immigration enforcement.

18 (c) Participation in OPSG activities by a California law enforcement agency
19 will not violate any local law or policy to which it is otherwise subject.

20 **3. TERM OF AGREEMENT.**

21 3.1. **Initial Term.** The term of this Agreement shall be from 12:01 a.m. on September
22 1, 2018, and shall continue in effect through and terminate at midnight on May
23 31, 2021, subject to the provisions in Paragraphs 3.2. and 3.3. below.

24 3.2. **Option to Extend.** Renewal or extension of this Agreement beyond May 31,
25 2021 shall be subject to remaining grant funds and to a time extension approved
26 by DHS and passed through CalOES.

1 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may
2 terminate its participation in this Agreement upon a minimum of ninety (90) days
3 written notice to the other Parties.

4 **4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.**

5 **4.1. Anticipated Outcome.**

6 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under
7 this Agreement, is the increased presence of law enforcement personnel in their
8 designated areas of jurisdiction, to support CBP/OBP efforts to improve border
9 security in the region.

10 4.1.2. The anticipated outcome will be reached by achieving the goals and
11 accomplishing the missions set forth in this Agreement and in CBP's "Frag Order
12 Report," dated June 21, 2019, hereinafter referred to as **Exhibit "A"** and
13 incorporated by reference as though fully set forth herein.

14 (a) Parties will provide enhanced enforcement by increasing patrol presence
15 in proximity to the border and/or routes of ingress from the border.

16 (b) Parties will utilize their unique investigatory and prosecutorial areas of
17 expertise in operations targeting criminal aliens upon reasonable suspicion
18 of, or for violation of, Section 1326 (a) of Title 8 of the United States
19 Code that may be subject to the enhancement specified in Section
20 1326(b)(2) of Title 8 of the United States Code, if detected during an
21 unrelated law enforcement activity, to document fraud, and for
22 intelligence development including making necessary inquiries as
23 permitted by Government Code Section 7284.6(b).

24 (c) Parties shall increase intelligence/information sharing among each other,
25 which includes but is not limited to the following activities:

26 (i) Conducting monthly meetings with a minimum of one (1)
27 representative from each Party; and.

28 (ii) Sharing information during law enforcement operations.

1 **4.2. Personnel Qualifications and Assignment.**

2 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement
3 shall have met the minimum qualifications designated for their specific
4 classification.

5 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance
6 standards and scope of service defined herein and as further specified in
7 **Exhibit "A."**

8 4.2.3. County Participating Agency Discretion.

9 (a) County's Sheriff's Office shall be responsible for the management,
10 direction, and supervision of its OPSG personnel, and the standards of
11 performance, discipline, and all other matters incidental to the
12 performance of such services, in its sole but reasonable judgment, and in
13 accordance with the provisions of applicable labor agreements.

14 (b) County's Sheriff's Office shall be the appointing authority for all of its
15 personnel provided to OPSG by this Agreement.

16 (c) County's Department of Probation shall be responsible for the
17 management, direction, and supervision of its OPSG personnel, and the
18 standards of performance, discipline, and all other matters incidental to the
19 performance of such services, in its sole but reasonable judgment, and in
20 accordance with the provisions of applicable labor agreements.

21 (d) County's Department of Probation shall be the appointing authority for all
22 of its personnel provided to OPSG by this Agreement.

23 (e) Non-County Parties shall have no liability for any direct payment of
24 salary, wages, indemnity or other compensation or benefit to persons
25 engaged in County's performance of this Agreement.

26 4.2.4. Non-County Parties' Discretion.

27 (a) Non-County Parties shall be responsible for the management, direction,
28 and supervision of their respective OPSG personnel, and the standards of

1 performance, discipline, and all other matters incident to the performance
2 of such services, in each respective non-County Party's sole but
3 reasonable judgment, and in accordance with the provisions of applicable
4 labor agreements.

5 (b) Each non-County Party shall be the appointing authority for its respective
6 personnel provided to the OPSG by this Agreement.

7 (c) County shall have no liability for any direct payment of salary, wages,
8 indemnity or other compensation or benefit to persons engaged in
9 non-County Party performance of this Agreement.

10 4.2.5. OPSG Coordinators.

11 (a) County's Sheriff's Office shall select and designate an OPSG Coordinator
12 who shall manage and direct the OPSG.

13 (b) County's Department of Probation and each non-County Party shall select
14 and designate an OPSG Coordinator under this Agreement.

15 (c) The designated OPSG Coordinator for each Party shall implement, as
16 needed, appropriate procedures governing the performance of all
17 requirements under this Agreement, and shall be responsible for meeting
18 and conferring in good faith in order to address any disputes which may
19 arise concerning implementation of this Agreement.

20 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their
21 qualified respective personnel are provided to OPSG activities at all times during
22 the term of this Agreement to meet the commitments set forth herein.

23 4.2.7. Pre-Authorization of Overtime.

24 (a) The OPSG Coordinator for each participating agency will be responsible
25 for authorizing all OPSG overtime prior to any detail.

26 (b) Any overtime scheduled for the OPSG Coordinator must be approved by
27 the department head or city manager.

28 ///

1 4.2.8. Equipment and Supplies.

- 2 (a) County's Sheriff's Office will provide its OPSG personnel with all
3 supplies and/or prescribed safety gear, body armor and or standard issue
4 equipment necessary to perform OPSG activities.
- 5 (b) County's Department of Probation will provide its OPSG personnel with
6 all supplies and/or prescribed safety gear, body armor and or standard
7 issue equipment necessary to perform OPSG activities
- 8 (c) Non-County Parties will provide their respective OPSG personnel with all
9 supplies and/or prescribed safety gear, body armor and/or standard issue
10 equipment necessary to perform OPSG activities unless otherwise
11 specified in **Exhibit "A."**

12 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against
13 goals and performance standards set forth in this Agreement. Substandard
14 performance as determined by the County will constitute noncompliance with this
15 Agreement. If action to correct such substandard performance is not taken by the
16 Party/Parties within a reasonable period of time after being notified by the
17 County, suspension or termination procedures will be initiated.

18 5. COST OF SERVICES/CONSIDERATION.

19 5.1. **General.**

- 20 5.1.1. As full consideration for the satisfactory performance and completion by
21 non-County Parties of OPSG activities set forth in this Agreement, County shall
22 pay non-County Parties for personnel assigned to perform OPSG activities on the
23 basis of invoices and submittals as set forth hereunder.
- 24 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
25 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
26 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that
27 unallowable costs are not reimbursed.
28

1 5.1.3. No reimbursement shall be made to a Party during any period of time within
2 which that Party is in default on filing any informational or financial reports
3 required by County. County, through its Sheriff's Office, shall make any
4 necessary adjustments to Party claims to correct for previous overpayments and
5 disallowances or underpayments.

6 5.1.4. Payments made by County are dependent on the continued availability of grant
7 funds from DHS passed through CalOES.

8 5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Eight**
9 **Hundred Thousand Dollars (\$2,800,000.00)**, unless otherwise provided for
10 under this Agreement.

11 **5.2. Personnel Cost/Rate of Compensation.**

12 5.2.1. During the term of this Agreement, County shall compensate Parties for
13 preauthorized overtime worked by personnel assigned to perform OPSG
14 activities.

15 5.2.2. Compensation made by County is based upon available funding and the actual
16 costs incurred by Parties to provide OPSG activities under this Agreement.

17 **5.3. Method of Payment.**

18 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other
19 related supporting documentation that represents amounts due under this
20 Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business
21 days following the end of each calendar month during the term of this Agreement.

22 5.3.2. Invoices, timesheets and other related supporting documentation must have the
23 signature of each non-County Party's OPSG Coordinator, or his or her designee,
24 certifying that the invoices, timesheets, and related documentation are true and
25 correct.

26 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later
27 than 5:00 p.m. of the eleventh (11th) business day following the end of each
28 calendar month during the term of this Agreement to:

Imperial County Sheriff's Department
Fiscal Unit, Ref. OPSG
PO Box 1040
El Centro, CA 92244.

5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's Office will process the request for reimbursement to DHS passed through CalOES.

5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS passed through CalOES, County's Sheriff's Office will submit a claim for payment to County's Auditor-Controller to pay non-County Parties for the service agreed to.

(a) County will request cash advances on the grant funds from DHS passed through CalOES each quarter during the term of this Agreement.

(b) When County has a positive balance in its OPSG account, County will pay non-County Parties for the service agreed to within ten (10) business days of receipt of valid invoices.

5.3.6. Non-County Parties shall maintain payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task and regular/overtime hours worked.

5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office all payroll records and other records that relate to the services provided under this Agreement.

5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities through procedures to be agreed upon within County.

6. INDEMNIFICATION.

6.1. Indemnification Related to Workers' Compensation and Employment.

6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their respective officers, employees and agents from any claims, losses, fines, expenses

1 (including attorneys' fees and court costs), costs, damages or liabilities arising
2 from or related to:

3 (a) Any Workers' Compensation claim or demand or other Workers'
4 Compensation proceeding arising from or related to, or claimed to arise
5 from or relate to, employment which is brought by an employee of County
6 or any contract labor provider retained by County; or

7 (b) Any claim, demand, suit or other proceeding arising from or related to, or
8 claimed to arise from or relate to, the status of employment (including
9 without limitation, compensation, demotion, promotion, discipline,
10 termination, hiring, work assignment, transfer, disability, leave or other
11 such matters) which is brought by an employee of County.

12 6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its
13 officers, employees and agents from any claims, losses, fines, expenses (including
14 attorneys' fees and court costs or arbitration costs), costs, damages or liabilities
15 arising from or related to:

16 (a) Any Workers' Compensation claim or demand or other Workers'
17 Compensation proceeding arising from or related to, or claimed to arise
18 from or relate to, employment which is brought by an employee of the
19 respective non-County Party or any contract labor provider retained by the
20 respective non-County Party; or

21 (b) Any claim, demand, suit or other proceeding arising from or related to, or
22 claimed to arise from or relate to, the status of employment (including
23 without limitation, compensation, demotion, promotion, discipline,
24 termination, hiring, work assignment, transfer, disability, leave or other
25 such matters) which is brought by an employee of the respective non-
26 County Party or any contract labor provider retained by the respective
27 non-County Party.

28 ///

1 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

2 6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.

- 3 (a) Each Party to this Agreement hereby agrees to defend and indemnify the
4 other Parties to this Agreement and their agents, officers and employees,
5 from any claim, action, or proceeding against the other Parties arising
6 solely out of its own acts or omissions in the performance of this
7 Agreement.
- 8 (b) At each Party's sole discretion, each Party may participate at its own
9 expense in the defense of any claim, action or proceeding, but such
10 participation shall not relieve any Party of any obligation imposed by this
11 Agreement.
- 12 (c) Parties shall notify each other promptly of any claim, action, or
13 proceeding and cooperate fully in the defense.

14 6.2.2. Claims Arising from Concurrent Acts or Omissions.

- 15 (a) Parties hereby agree to defend themselves from any claim, action or
16 proceeding arising out of the concurrent acts or omissions of Parties.
- 17 (b) Parties agree to retain their own legal counsel, bear their own defense
18 costs and waive their right to seek reimbursement of such costs, except as
19 provided in Paragraph 6.2.4. below.

20 6.2.3. Joint Defense.

- 21 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in
22 writing to a joint defense, Parties may appoint joint defense counsel to
23 defend the claim, action or proceeding arising out of the concurrent acts or
24 omissions of Parties.
- 25 (b) Joint defense counsel shall be selected by mutual agreement of Parties.
- 26 (c) Parties agree to share the costs of such joint defense and any agreed
27 settlement in equal amounts, except as provided in Paragraph 6.2.4. below.
- 28

(d) Parties agree that no Party may bind the others to a settlement agreement without the written consent of the others.

6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

7. **GENERAL PROVISIONS.**

7.1. **Independent Contractor Status.**

7.1.1. In the performance of services under this Agreement, County and non-County Parties acknowledge and agree that:

- (a) County and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of non-County Parties; and
- (b) Non-County Parties and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of County.

7.1.2. All personnel provided by County under this Agreement are under the direct and exclusive supervision, daily direction, and control of County, and County assumes full responsibility for the actions of such personnel in the performance of services hereunder.

7.1.3. All personnel provided by non-County Parties under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies, and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

7.1.4. County and non-County Parties acknowledge and agree that County does not control the manner and means of performing the work of non-County Parties' officers, agents or employees who perform OPSG activities, nor does County

1 have the right to hire or terminate employment of such officers, agents or
2 employees.

3 7.1.5. Non-County Parties do not control the manner and means of performing the work
4 of County officers, agents or employees who perform OPSG activities, nor do
5 non-County Parties have the right to hire or terminate employment of such
6 officers, agents or employees.

7 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County
8 Parties have no authority to bind County in any respect whatsoever.

9 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication
10 as an agent of non-County Parties, or in any manner assume or create or attempt
11 to assume or create any obligation on behalf of or in the name of non-County
12 Parties.

13 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves
14 directly or by implication as an agent of County, or in any manner assume or
15 create or attempt to assume or create any obligation on behalf of or in the name of
16 County.

17 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to
18 cover the liabilities arising out of this Agreement.

19 7.3. **Notices.**

20 7.3.1. Any notice, request, demand or other communication required or permitted
21 hereunder shall be in writing and may be personally delivered or given as of the
22 date of mailing by depositing such notice in the United States mail, first-class
23 postage prepaid, and addressed as follows, or to such other place as each Party
24 may designate by subsequent written notice to each other:

25 County Parties:

26 Sheriff
27 Imperial County Sheriff's Office
28 PO Box 1040
El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

District Attorney
Imperial County District Attorney's Office
940 West Main Street, Suite 102
El Centro, CA 92243

Non-County Parties:

California Highway Patrol
Fiscal Management Section
PO Box 942898
Sacramento, CA 94298-2898

California Department of Fish and Wildlife
Business Management Branch
1416 Ninth Street, Twelfth Floor
Sacramento, CA 95814

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

Chief of Police
Calexico Police Department
420 East Fifth Street
Calexico, CA 92231

Chief of Police
Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

Chief of Police
Imperial Police Department
420 South Imperial Avenue
Imperial, CA 92251

Chief of Police
Westmorland Police Department
355 South Center
Westmorland, CA 9228

Chief of Police
Calipatria Police Department
140 West Main Street
Calipatria, CA 92233

Imperial County Narcotics Task Force
2417 La Brucherie Road, Suite C
Imperial, CA 92251

7.3.2. A notice shall be effective:

- (a) On the date of personal delivery if personally delivered before five o'clock (5:00) p.m. on a business day; or
- (b) On the first (1st) business day following personal delivery that did not occur before five o'clock (5:00) p.m. on a business day; or
- (c) Two (2) business days following the date the notice is postmarked for mail delivery; or
- (d) On the first (1st) business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery; or

1 (e) When otherwise actually received.

2 7.4. **Amendment.** This Agreement may be modified or amended only by a written document
3 signed by all Parties, and no verbal understanding or agreement shall be binding on the
4 Parties.

5 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations
6 hereunder without the prior written consent of the other Parties.

7 7.6. **Entire Agreement.**

8 7.6.1. This Agreement constitutes the complete and exclusive statement of agreement
9 between County and non-County Parties with respect to the subject matter hereto.

10 7.6.2. All prior written and verbal understandings are superseded in total by this
11 Agreement.

12 7.7. **Construction.**

13 7.7.1. This Agreement will be deemed to have been made and shall be construed,
14 interpreted, governed, and enforced pursuant to and in accordance with the laws
15 of the State of California.

16 7.7.2. The headings and captions used in this Agreement are for convenience and ease
17 of reference only, and shall not be used to construe, interpret, expand or limit the
18 terms of the Agreement and shall not be construed against any one (1) Party.

19 7.8. **Waiver.**

20 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to
21 be performed by County or non-County Parties shall not be construed as a waiver
22 of any succeeding breach of the same or other covenants, agreements, restrictions
23 or conditions of this Agreement.

24 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this
25 Agreement shall not be considered a waiver of any right to do so, whether for that
26 breach or any subsequent breach.

1 7.8.3. The acceptance by County or non-County Parties of either performance or
2 payment shall not be considered a waiver of any other Party's preceding breach of
3 this Agreement.

4 **7.9. Authority to Enter Into Agreement.**

5 7.9.1. County and non-County Parties have all requisite power and authority to conduct
6 their respective business and to execute, deliver and perform the Agreement.

7 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
8 legal power, right and authority to make this Agreement and to bind each
9 respective Party.

10 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
11 this Agreement.

12 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each
13 of which shall be deemed to be an original, but all of which together shall constitute one
14 (1) and the same instrument.

15 **7.12. Severability.**

16 7.12.1. This Agreement is subject to all applicable laws and regulations.

17 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,
18 or is agreed upon by the Parties, to be in conflict with any law or regulation, then
19 the conflicting provision shall be considered null and void.

20 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit
21 of this Agreement to any Party is lost, then the Agreement may be terminated at
22 the option of the affected Party, with the notice as required in this Agreement.

23 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall
24 continue in full force and effect.

25 **7.13. Legislative Changes.** If any changes are made to laws or regulations under which this
26 Agreement is made, or to any successor legislation or regulations, or if DHS passed
27 through CalOES imposes any budget requirements or limitations applicable to this
28 Agreement and the services to be provided hereunder, then:

1 7.13.1. To the extent any of the changes are of mandatory application, such change(s)
2 shall apply to the Parties and this Agreement, and this Agreement shall be deemed
3 to be amended to be consistent with such change(s) except to the extent that such
4 change(s) alter(s) a material provision of this Agreement, in which case, such
5 material provision shall be voidable, and the Parties will negotiate in good faith to
6 amend the Agreement as necessary; and

7 7.13.2. To the extent any of the changes are not of mandatory application, such change(s)
8 shall not affect this Agreement or the rights or obligations of County and non-
9 County Parties under this Agreement, unless Parties mutually agree to subject
10 themselves to such change(s).

11 **7.14. Representation.**

12 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of
13 Probation shall be represented by their respective OPSG Coordinators, or their
14 designees, in all discussions pertaining to this Agreement.

15 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
16 or their designees, in all discussions pertaining to this Agreement.

17 **7.15. Dispute Resolution Concerning Services and Payment.** In the event of any dispute
18 concerning services and payment arising from this Agreement, Parties' OPSG
19 Coordinators, or their respective designees, will meet and confer within ten (10) business
20 days after receiving notice of the dispute to resolve the dispute.

21 **7.16. Termination of Funding.**

22 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is
23 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall
24 be considered null and void, and Parties shall no longer be required to provide
25 OPSG activities as described herein.

26 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
27 terminated, Parties shall meet immediately, and if agreed upon by Parties,
28

1 mutually develop and implement, within a reasonable period, a transition plan for
2 the provision of OPSG activities through alternate means.

3 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

4 **8. SPECIAL PROVISIONS.**

5 **8.1. Lobbying and Political Activities.**

6 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for
7 persons entering into a contract, grant, loan, or cooperative agreement from an
8 agency or requests or receives from an agency a commitment providing for the
9 United States to insure or guarantee a loan, each Party independently certifies
10 that:

11 (a) No federal appropriated funds have been paid for or will be paid, by or on
12 behalf of the undersigned, to any person for influencing or attempting to
13 influence an officer or employee of an agency, a Member of Congress, an
14 officer or employee of Congress, or an employee of a Member of
15 Congress in connection with the awarding of any Federal contract, the
16 making of any federal grant, the making of any federal loan, the entering
17 into of any cooperative agreement, and the extension, continuation,
18 renewal, amendment, or modification of any federal contract, grant, loan,
19 or cooperative agreement.

20 (b) If any funds other than federal appropriated funds have been paid or will
21 be paid to any person for influencing or attempting to influence an officer
22 or employee of any agency, a Member of Congress, an officer or
23 employee of Congress, or an employee of a Member of Congress in
24 connection with this federal contract, grant, loan, or cooperative
25 agreement, the undersigned shall complete and submit Standard Form-
26 LLL, "Disclosure Form to Report Lobbying," in accordance with its
27 instructions.
28

1 (c) The undersigned shall require that the language of this certification be
2 included in the award documents for all subawards at all tiers (including
3 subcontracts, subgrants, and contracts under grants, loans, and cooperative
4 agreements) and that all subrecipients shall certify and disclose
5 accordingly.

6 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5
7 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of
8 employees whose principal employment activities are funded in whole or in part
9 with federal funds.

10 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or
11 indirectly, to support the enactment, repeal, modification, or adoption of any law,
12 regulation, or policy without the express written approval from Cal OES or the
13 federal awarding agency.

14 **8.2. Debarment and Suspension.**

15 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or
16 suspending those persons deemed irresponsible in their dealings with the federal
17 government. Each Party independently certifies that it and its principal,
18 subgrantees, recipients, or subrecipients:

19 (a) Are not presently debarred, suspended, proposed for debarment, declared
20 ineligible, or voluntarily excluded from covered transactions by any
21 federal department or agency;

22 (b) Have not within a three-year period preceding this Agreement, been
23 convicted of or had a civil judgment rendered against them for
24 commission of fraud or a criminal offense in connection with obtaining,
25 attempting to obtain, or performing a public (federal, state, or local)
26 transaction or contract under a public transaction; violation of federal or
27 state antitrust statutes or commission of embezzlement, theft, forgery,
28

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

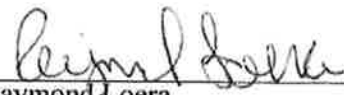
8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement is unable to certify to any of these statements in the certification listed in Paragraph 8.2.1, such Party shall provide a written explanation to County.

9. CALIFORNIA LAW.

This Agreement is executed and delivered within the State of California and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.

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

**COUNTY OF IMPERIAL
SHERIFF'S OFFICE**

By: 

Raymond Loera
Sheriff

**COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION**

By: 

Daniel Prince
Chief Probation Officer

**COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE**

By: 

Gilbert G. Otero
District Attorney

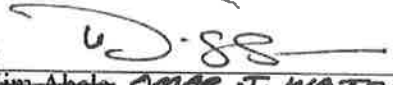
**IMPERIAL COUNTY NARCOTICS
TASK FORCE**

By: 

Gilbert G. Otero
Imperial County District Attorney

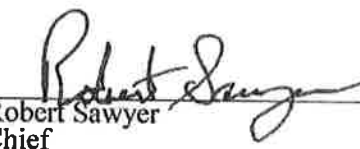
[Signatures continued on next page]

1 CALIFORNIA HIGHWAY PATROL
2 CALEXICO OFFICE,
3 EL CENTRO OFFICE,
4 INDIO OFFICE,
5 WINTERHAVEN OFFICE

6 By: 

7 ~~Jim Abele~~ OMAR J. WATSON
8 Chief

9 CITY OF BRAWLEY
10 POLICE DEPARTMENT

11 By: 

12 Robert Sawyer
13 Chief

14 CITY OF EL CENTRO
15 POLICE DEPARTMENT

16 By: _____

17 Brian P. Johnson
18 Chief

19 CITY OF WESTMORLAND
20 POLICE DEPARTMENT

21 By: 

22 Lawrence "Larry" Ritchie
23 Mayor CHIEF PERRY MONITA

24 APPROVED AS TO FORM:

25 Sarah Sauer
26 County Counsel

27 By: _____

28 Lisa Sanchez
Deputy County Counsel

CALIFORNIA DEPARTMENT OF FISH
AND WILDLIFE,
BUSINESS MANAGEMENT BRANCH

By: _____

Melinda Peacock
Section Chief

CITY OF CALEXICO
POLICE DEPARTMENT

By: 

Gonzalo C. Gerardo
Chief

CITY OF IMPERIAL
POLICE DEPARTMENT

By: _____

Leonard J. Barra
Chief

CITY OF CALIPATRIA
POLICE DEPARTMENT

By: 

Lynn A. Mara
Chief