



AGENDA

City Council
City of Imperial
220 West 9th Street
Imperial, CA 92251-1637

Teleconference Location:
633 East Cabrillo Boulevard
Santa Barbara, CA 93103

October 5, 2022

Closed Session at 6:00 pm

Open Session at 7:00 pm

City Council Members

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

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

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28CFR 35.102-35.104 ADA title II].

A. City Council Convenes to Closed Session at 6:00 pm

A-1. SUBJECT: Conference with Real Property Negotiators (Section 54956.8)

Property: APN: 064-315-013
Agency Negotiator: City Manager
Negotiating Parties: Precept Wireless Consultants
Under Negotiation: Price and Terms

B. City Council Convenes to Open Session at 7:00 pm

Roll Call

Pledge of Allegiance

Adjustments to the Agenda

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. 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. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit on each person's presentation of three (3) minutes.

D. Consent Agenda:

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

D-1. Approval of the City Council Meeting Minutes from September 21, 2022.

D-2. Approve Rejection of Claim (Case 3038286 JBV).

E. Special Presentations:

E-1. Proclamation of October as Cancer Awareness Month

E-2. Proclamation for Fire Prevention Week.

E-3. Special presentation from IVC (Imperial Valley College).

F. Action Items: (Discussion/Action– Approve-Disapprove)

F-1. Subject: Amendment to The Victoria Ranch Specific Plan, Planned Unit Development Zone Change and Subdivision Revision to The Victoria Ranch Unit 4B Tentative Tract Map.

1. Adoption/second reading by title only of Ordinance No. 822, approving the zone change from R-1 (single family) to PUD (planned unit development) within the Victoria Ranch specific plan.

F-2. Subject: A Resolution Approving A Two-Year Time Extension for The Encanto Estates, Vesting Tentative Tract Map.

1. Adoption of Resolution 2022-62, approving a two-year time extension for the Encanto Estates vesting tentative tract map.

F-3. Subject: Purchase and Sale Agreement Between City of Imperial and 5th Street Development, LLC.

1. Approval of Resolution 2022-65, City Council of the City of Imperial approving the sale of approximately 20,000.00 square feet of right of way on Imperial

Avenue and the authorizing City Manager and / or His designee to enter into a purchase and sale agreement to effectuate said sale.

**The Meeting of the City Council is Adjourned Until the Next Regularly Scheduled Meeting,
Wednesday, October 19, 2022, at 7:00 pm.**



Minutes

City Council
Regular Meeting
City of Imperial
220 West 9th Street
Imperial, CA 92251-1637
September 21, 2022
Closed Session at 6:00 pm
Open Session at 7:00 pm

City Council Members

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

A. City Council Convenes to Closed Session at 6:00 p.m.

Council Members Present:

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

City Staff Present:

Dennis Morita- City Manager
Katie Turner- City Attorney

A-1. SUBJECT: Public Employee Performance Evaluation (GC 54954.5(e))

Title: City Manager

B. City Council Convenes to Open Session at 7:00 P.M.

Mayor Dale called the meeting to order at 7:12 P.M.

Roll Call

Council Members Present:

Geoff Dale- Mayor, Katherine Burnworth-Mayor Pro Tem, Robert Amparano-Council Member
Karin Eugenio- Council Member, and James Tucker-Council Member

City Staff Present: Dennis Morita-City Manager, Katie Turner- City Attorney, Othon Mora-Community Development Director, Jackie Loper- Public Services Director, Luis Anguiano-Information Technology Support Technician, and Jillian Mehdipour-Public Records Analyst,

Attending by Zoom:

Alexis Brown-Assistant City Manager
Anthony Lopez- Parks Director

Pledge of Allegiance:

Led by Robert Amparano

Adjustments to the Agenda

Morita, requested an emergency item to adopt a resolution, 2022-63 declaring a state of emergency related to Tropical Storm Kay, be added as item E-9 to the agenda.

Action:

Amparano, made a motion to approve the addition of *item E-9 resolution 2022-63 declaring a state of emergency related to Tropical Storm Kay*. **Burnworth, seconded** the motion.

Ayes: 5-0

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 5-0

Action Taken in Closed Session:

Turner, one employee performance evaluation for the City Manager. No reportable action was taken.

C. Public Appearances:

C-1. Matters not appearing on the agenda:

Adelina Risaga, a Vivum project volunteer working with the American Cancer Society, presented information on the dangers of second-hand smoke and asked the Council to create an agenda item to address second-hand smoke and smoking in public places within city limits.

C-2. Matters appearing on the agenda:

None

D. Consent Agenda:

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

D-1. Approval of the City Council meeting minutes from August 17, 2022 and August 23, 2022.

D-2. Reject all proposals received for RFP P2022-05 for Labor Compliance Services.

D-3. Approve purchase of Iteris Inc. signal light equipment.

D-4. Approve purchase of PLC control modules for WWTP.

Action:

Amparano, made a motion to approve consent items D-1, D-2, D-3, and D-4.

Burnworth, seconded the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

E. Action Items: (Discussion/Action– Approve-Disapprove)

- E-1. Subject: Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change and Subdivision Revision to the Victoria Ranch Unit 4B tentative Tract Map.**

The public hearing opened at 7:18 P.M

Discussion:

Mora, presented a staff report and read Ordinance 822 and Resolution 2022-59. Amparano, that's a 20-foot driveway with a 40-foot road? Mora, correct with parking on both.

Public Hearing Closed at 7:20 P.M

Action:

Tucker, made a motion to approve the introduction and first *reading by title only of Ordinance No. 822. Approving the zone change from R-1 (Single Family) to PUD (Planned Unit Development) within the Victoria Ranch specific plan.* **Burnworth, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

Tucker, made a motion for the *adoption of Resolution No. 2022-59, approving the amendment to the Victoria Ranch specific plan, the planned unit development zone change, and subdivision revision to the Victoria Ranch unit 4B tentative tract map.* **Eugenio, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

- E-2. **Subject:** 2nd street rehabilitation and reconstruction project from old SR-86 to “P” street. BID 2021-05 / STBGK 5134(024).

Discussion:

Tucker, I was happy to see we didn’t have a lot of changes with this.

Action:

Tucker, made a motion to approve 1- *balancing change order*, 2- *acceptance of work completed*, and 3-*authorizing City Clerk to file notice of completion in the Imperial County Clerk/Recorders Office*. **Amparano, seconded** the motion.

Ayes: 5-0

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 5-0

- E-3. **Subject:** Approval of amended and restated Joint Powers Formation Agreement.

Discussion:

Morita, presented the staff report.

Action:

Burnworth, made a motion to approve the Imperial Valley Resource Management Agency (IVRMA) amended agreement. **Eugenio, seconded** the motion.

Ayes: 5-0

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 5-0

- E-4. **Subject:** Discuss and approve emergency purchase and installation of 2000 AMP main breaker at WTP.

Discussion:

Loper, presented the staff report. Amparano, this is different than the one installed?

Loper, no this is the one installed this morning.

Action:

Tucker, made a motion to approve the purchase and installation of a 2000 AMP main breaker at WTP. **Amparano, seconded** the motion.

Ayes: 5-0

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 5-0

- E-5. **Subject:** Discuss and approve emergency replacement of suction lines at various pump and lift stations.

Discussion:

Loper, presented the staff report.

Action:

Burnworth, made a motion to approve *the replacement of the suction lines at pump and lift stations located at Sandalwood Glen and Aten, Colonia pump station, Cross and Aten, and Sky Ranch pump station.* **Amparano, seconded** the motion.

Ayes: 5-0

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 5-0

- E-6. **Subject:** Repairs to 6th Street Apartments.

Discussion:

Brown, presented the staff report and requested the agenda item be amended to reflect a new cost estimate for labor and products for repairs. Morita, the cost total we are asking for the repairs is \$180,000.00. Dale, are we going to paint the trim after doing the building. Mora, yes that is part of the cost. Amparano, who is responsible for the maintenance? Morita, the city's contract with a realtor to manage the property. Amparano, what is the value of the apartments, are we spending more than what the property is worth? Morita, at the time they were acquired, I believe we got them at tax cost and there were a few leans, and the city paid below market. I am not sure about the current market and the cost of repair. I would not know. Dale, how many acres is the property? Mora, just under two acers. Dale, the property alone is worth the \$180,000.00. It's worth it. We need to do it.

Action:

Tucker, made a motion for the *authorization to proceed with repairs to 6th Street Apartments, with an amount not to exceed \$180,000.00.* **Burnworth, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

E-7. Subject: Enterprise Fleet Management Agreement

Discussion:

Brown, presented the staff report. Amparano, will we be doing the maintenance? Brown, it will be a combination. The existing vehicles we will still be responsible for maintaining them in house. The new vehicles will be maintained by Enterprise. Amparano, so what happens after the end of the lease? Brown, it is contracted to FY 2025 and then we will bring it back to council. Amparano, so an average pick-up truck would get an annual average of 7,500 miles for 60 months. That is five years for \$114,000.00. Brown, the \$114,000.00 is only for this fiscal year and is subject to change on an annual basis, each year we would be going through the budget and figuring out what vehicles we would be trading out.

Action:

Burnworth, made a motion to approve the *agreement between the City of Imperial and Enterprise Fleet Management not to exceed \$114,000.00 for Fiscal Year 2022-2023*. **Amparano, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

E-8. Subject: Abusive Conduct Policy

Discussion:

Brown, presented the staff report.

Action:

Burnworth, made a motion to approve *resolution 2022 -61 to adopt an abusive conduct policy*. **Tucker, seconded** the motion.

Ayes: 5-0
Nays: 0
Absent: 0
Abstained: 0
Motion Passed 5-0

E-9. **Subject:** State of Emergency Proclamation for Tropical Storm Kay, Resolution 2022-63.

Discussion:

Morita, presented the staff report.

Action:

Amparano, made a motion to approve *resolution 2022-63*. **Tucker, seconded** the motion.

Ayes: 5-0

Nays: 0

Absent: 0

Abstained: 0

Motion Passed 5-0

At 07:42 Mayor Dale adjourned the meeting of the City Council until the next regularly scheduled meeting, Wednesday, October 5, 2022, at 7:00 P.M.

DATE SUBMITTED

9-27-2022

SUBMITTED BY

Adriana Zamudio

DATE ACTION REQUIRED

10-05-2022

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:

I. Approve Claim Rejection

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

Rejection notice of Claim Filed 3038286 JBV filed by Vivianna Sahagun Perez. Claim was submitted on 9-15-2022, requesting replacement of damaged vehicle tires and paint in the amount of \$1,600.00.

FISCAL IMPACT: NOT TO EXCEED

FINANCE
INITIALS

STAFF RECOMMENDATION:

Staff recommends rejection of claim

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

*approve staff recommendation*CITY
MANAGER'S
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

A  **VENBROOK** Company

9/25/2022

TO: City of Imperial

ATTENTION: Adriana Zamudio

RE: Claim : Vivianna Sahagun Perez V. Imperial
Claimant : Vivianna Sahagun Perez
Member : City of Imperial
Date Rec'd by Mbr : 09-15-2022
Date of Event : 09-15-2022
CW File Number : 3038286 JBV

Please allow this correspondence to acknowledge receipt of the captioned claim.
Please take the following action:

- **CLAIM REJECTION:** *Send a standard rejection letter to the claimant*

Please include a proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | **A Venbrook Company**

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

9/25/2022

Vivianna Sahagun Perez
220 W State St
Apt B
Imperial, CA 92243

RE: Claim : Vivianna Sahagun Perez V. Imperial
Claimant : Vivianna Sahagun Perez
Member : City of Imperial
Date Rec'd by Mbr : 09-15-2022
Date of Event : 09-15-2022
CW File Number : 3038286 JBV

Dear Ms. Perez:

Please recall we are the claims administrators for the self-insured city of Imperial. We can appreciate your desire to seek reimbursement for the damages, however, workers on the date of incident confirmed that flashing lights were displayed to caution traffic.

Unfortunately, we are unable to recommend settlement of your claim.

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

cc: Member Agency: City of Imperial

CLAIM FOR DAMAGE OR INJURY

1. Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence (Gov. Code, Sec. 911.2)
2. Claims for damages to real property must be filed not later than 1 year after the occurrence (Gov. Code, Sec. 911.2)

TO: CITY OF IMPERIAL

CITY OF IMPERIAL
420 S. IMPERIAL AVE.
IMPERIAL, CA 92251

Vivianna Sahagun Perez (412) 379 7877 25
Name of Claimant Address Zip Phone Age
220 W. State St. Apt. B 92243

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 9/15/2022

WHERE did damage or injury occur? W. Bernardi St.

HOW and under what circumstances did damage or injury occur? upward driving by
W. Bernardi St in Imperial and the street was getting fixed
by workers with no signs, cones, etc that the street was being fixed
we drove by the street and my tires and car got tar all over now tires feel bumpy
and paint is coming off.

WHAT particular action by the City, or its employees, caused the alleged damage or injury?
(Include names of employees, if known)

don't know names but my car is damaged
by tar all over tires and paint because there was no signals of street work
being done.

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed:
(Attach estimates or bills, if possible)

<u>tires brand new</u>	<u>\$ 1,000</u>
<u>car paint came off</u>	<u>\$ 600</u>
<u>GMC Yukon 2015</u>	<u>\$</u>
<u>I took pictures of damage</u>	
Total Amount Claimed	<u>\$ 1,600</u>

NAMES and addresses of witnesses, Doctors and Hospitals:

Vivianna Sahagun
Signature of Claimant

9/15/2022
Date

RECEIVED
SEP 15 2022

BY: [Signature]

DATE SUBMITTED

9/28/2022

SUBMITTED BY

COMMUNITY
DEVELOPMENT
DIRECTOR

DATE ACTION REQUIRED

10/5/2022

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING (X)

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

DISCUSSION/ACTION: AMENDMENT TO THE VICTORIA RANCH SPECIFIC PLAN, PLANNED UNIT DEVELOPMENT ZONE CHANGE AND SUBDIVISION REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP

1. Adoption/2nd reading by title only of Ordinance No. 822, Approving the zone change from R-1 (Single Family) to PUD (Planned Unit Development) within the Victoria Ranch Specific Plan

DEPARTMENT
INVOLVED:

COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:

See attached Staff Report.

FISCAL IMPACT: N/A

ADMIN
SERVICES
SIGN INITIALS

OM

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. 822, Approving the Zone Change from R-1 (Single Family) to PUD (Planned Unit Development) within the Victoria Ranch Specific Plan

DEPT. INITIALS

ab

CITY MANAGER'S RECOMMENDATION:

*approve staff recommendation
which includes 20' driveway*

CITY
MANAGER'S
INITIALS

OHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: September 28, 2022

Subject: Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map

Summary:

Applicant: Las Victorias, Inc.

Project Location: Southeast corner of Bernardi Street & Legakes Avenue
Assessor's Parcel Number 044-220-105

Request: **Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map**

Number of Lots: 1,279 units at 5,000 sq. ft. minimum lots

Modification Requested: 1,311 units including Planned Unit Development with minimum lot sizes of 3,000 sq. ft.

Zoning: **Current:** R-1 Single Family Residential
(Under approved Specific Plan)

General Plan: **Proposed:** PUD Planned Unit Development
(Under proposed Specific Plan Amendment)
Current: Medium Low Density Residential
(Under approved Specific Plan)

Environmental: **Proposed:** Planned Unit Development
(Under proposed Specific Plan Amendment)
Mitigated Negative Declaration (certified December 17, 2003)

Recommendation: Recommend the City Council approval of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map

Background/Discussion and Analysis

The Developer submitted a Specific Plan and Annexation Application in 2003 for a proposed 320-acre mixed use development project to include residential, commercial, and community facility land uses. The Specific Plan was adopted by the City of Imperial on December 17, 2003 with a subsequent conditional approval of a Subdivision Map for the project site on June 2, 2004. Final annexation was approved by LAFCo on July 22, 2004. The original Specific Plan and Subdivision proposal included 894 single family units, 405 multi-family units, 20± acres of commercial development and 42± acres of community facilities including the dedication of 12.84 acres for school facilities and 21± acres for recreational parks and open space areas. The applicant is proposing a Specific Plan Amendment and Tentative Tract Map revisions, for the City's consideration.

The proposed amendment to the originally adopted Victoria Ranch Specific Plan consists primarily of change in zoning designation for the Unit 4B development and updating the Plan with current information and conditions. The overall footprint of the project site remains the same (Aten Road to the north, Cross Road to the west, Dogwood Road to the east, and the Central Drain Canal to the south). There are no material changes as it relates to the project site's overall land use assignment and land use densities, which are the primary determining factors in assessing environmental impacts.

The proposed changes and revisions are notable as it relates to design, phasing and internal circulation for the proposed Unit 4B TTM. The overall housing units approved for the Victoria Ranch Subdivision was 1279. The revised total housing units increased to 1311, resulting in 32 additional units. The proposed modification of a 2.4% increase is considered minor and will not significantly change the land use densities. Unit 4B TTM includes a total of 102 housing units.

On Wednesday, July 27, 2022 the Planning Commission reviewed and recommended approval to City Council. One aspect of Planning Commission approval included a 15' (feet) driveway and a street width of 40', which allows parking on both sides, the Planning Commission recommended the proposal which included a 15' driveway. Subsequent to the planning commission adoption of its recommendation, it has come to light that a 15' (feet) driveway will not accommodate many vehicles and sidewalk intrusion is likely to occur, it should be noted that in the Victoria Ranch subdivision area a 15' (feet) driveway with a 40' (feet) street has not generated any complaints of sidewalk intrusion. Nevertheless, it is staff recommendation to approve the ordinance and resolution subject to including a 20' (feet) driveway.

Project Location



VR4B Models

Plan 1 Catalonia



Plan 2 Palmira



Plan 3 Valencia



General Plan Consistency

The current Land Use designation for the entire Victoria Ranch Subdivision is regulated by the adopted Victoria Ranch Specific Plan of 2003. The current minimum lot sizes within the Specific Plan area is 5,000 square feet. The proposed Planned Unit Development would incorporate a minimum lot size of 3,000 square feet. Objective 1 of the General Plan Land Use Element states that: "The land use distribution should be such, that the integrity of the existing land use is maintained and/or enhanced. Also, the new land uses should be distributed to encourage the development of residential uses at appropriate densities, to implement the quantified objectives for housing construction as contained in the General Plan Housing Element."

PUD Required Findings

The Planning Commission must adopt certain findings prior to the approval of any Planned Unit Development.

1. **Superior Design** – The proposed PUD must demonstrate a creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity. One of

the intents of the smaller lot sizes is to provide a more affordable housing product that maintains the look and feel of a standard single-family residential development.

2. **Meets PUD Requirements** – The proposed PUD meets all of the property development standards with regards to density, dwelling unit size, and building. All other development standards are left to the discretion of the Planning Commission. The minimum dwelling unit size allowed by the PUD Ordinance is 2 bedrooms and 1,000 square feet of living space.

3. **Consistency with the General Plan** – As discussed in this Staff Report, the project is consistent with and in furtherance with the goals, objectives and policies of the Land Use and Housing Elements. The Developer will comply with the provisions of the Parks and Recreation Element and is consistent with the Circulation Element Goals. The proposed project is also consistent with all other elements of the General Plan.

4. **Compatible with Environs** – Surrounding land uses include single family residences in development to the north, and west; vacant rural land to the east and an agricultural field to the south. The project is a detached single-family residential development and is compatible with surrounding residential uses.

5. **Circulation** – The project incorporates roadway improvements to mitigate any impacts to surrounding traffic and circulation.

6. **Open Spaces and Landscaping** – The quality and quantity of common open space areas in PUD's must be of higher standards than conventional development projects.

7. **Public Services** – Sufficient capacity within the City's infrastructure system and public services exist to service the Victoria Ranch Tentative Map Unit 4B.

Compatibility with Surrounding Land Uses

The project site is located in an active agricultural field, and is surrounded by agricultural uses to the north, south and to the east. The area to the west of the Victoria Ranch Subdivision is the Border Patrol Headquarters and currently zoned R-1 Residential Single Family.

Environmental Discussion/Analysis

The Environmental Evaluation Committee (EEC) reviewed the Victoria Ranch Specific Plan and Subdivision Map in 2003 and found that the project, as proposed, would create potentially significant impacts to agricultural resources, air quality, biological resources, geology and soils, noise, public services, parks and recreation, transportation and traffic, utility and service systems. Mitigation measures were incorporated and the EEC determined that adoption of a Mitigated Negative Declaration (MND) would be appropriate. The environmental documents were circulated through the State Clearinghouse (SCH#2003111004) and a final Notice of Determination was officially filed with the County Clerk in December 2003. Each category of the initial MND from 2003 has been reviewed by staff and retains adequate informational value to the analysis. The proposed revision will not affect a change in the original findings and mitigation measures and will continue to be enforced.

Public Notification

The public hearing was duly noticed in the Holtville Tribune and Calexico Chronicle newspaper of general circulation on August 18 and September 8, 2022 and a Notice of Public Hearing was sent to all property owners within 300-feet of the property.

City Council Public Hearing and Action

On September 21, 2022, the City Council introduced No. 822 to approved the Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map. In taking action, the City Council considered testimonies and comments received during the public hearing, as well as the recommendation from the Planning Commission. The City Council approved the item subject to including a 20' (feet) driveway.

Recommendation

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented, staff recommends approval of the Zone Change within the Victoria Ranch Specific Plan.

Attachments

- Tentative Map-Victoria Ranch
- Tentative Map Unit 4B
- RESO 2022-59
- Ordinance 822
- RESO PC2022-06

ORDINANCE NO. 822

AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL
CITY CODE TO CHANGE THE ZONING DESIGNATION FROM
R-1 (RESIDENTIAL SINGLE FAMILY) TO PUD (PLANNED UNIT
DEVELOPMENT) WITHIN THE VICTORIA RANCH SPECIFIC PLAN FOR
THE FOLLOWING APN: 044-220-105

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

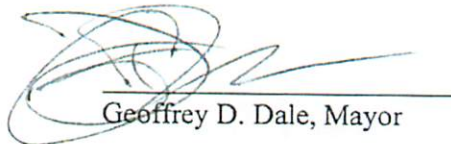
SECTION 1: The "Official Zoning Map" of the City of Imperial, Imperial County, adopted at Section 24.01.140 of Chapter 24 of the Imperial City Code is hereby conditionally amended pursuant to Section 24.19.600, et seq. as set forth in this ordinance.

SECTION 2: The property affected by this ordinance is shown in Exhibit A, specifically known as APN: 044-220-105

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

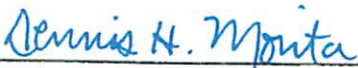
SECTION 4: Effective Date. This Ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the 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 _____ 2022.



Geoffrey D. Dale, Mayor

ATTEST:



Dennis H. Morita, City Clerk

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

I, Dennis H. Morita, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 822 had its 1st reading on September 21st, 2022 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

I, Dennis H. Morita, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. 822 had its 2nd reading on M DD, 2022 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

**DENNIS H. MORITA, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA**

RESOLUTION NO. 2022-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVAL OF THE
VICTORIA RANCH SUBDIVISION SPECIFIC PLAN AMENDMENT,
PLANNED UNIT DEVELOPMENT ZONE CHANGE AND SUBDIVISION
REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP
(APN 044-220-105)**

WHEREAS, Las Victorias Inc, has submitted an application for approval of Tentative Map Victoria Ranch Sub Unit 4B (APN 044-220-105), Specific Plan Amendment, Planned Unit Development Zone Change, Subdivision revision to the Victoria Ranch Unit 4B Tentative Tract Map; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on July 27, 2022; and

WHEREAS, a duly notified public hearing was held by the City Council on September 21, 2022; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map

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 recommends the City Council APPROVAL of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map subject to Conditions of Approval outlined in Exhibit A; and**
- C) All recommendations made by the City Council 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 proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map may have a significant impact on the environment.
4. That any sensitive resources located within the area of the project or adjacent to the area of the project will be protected and not be significantly impacted by the project.
5. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the intent of the City of Imperial's General Plan to maintain land use designation consistency within the incorporated area of the City and its sphere of influence.
6. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the policies and the land uses of the existing City of Imperial General Plan.
7. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the objective of the City of Imperial's Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 21st day of September, 2022.



Mayor City Council

ATTEST:

Dennis H. Monta
City Clerk

RESOLUTION 2022-59

**EXHIBIT A
CONDITIONS OF APPROVAL
FOR
AMENDMENT TO THE VICTORIA RANCH SPECIFIC PLAN, PLANNED UNIT
DEVELOPMENT ZONE CHANGE AND SUBDIVISION REVISION TO THE
VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP
(APN 044-220-105)**

1. The 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 tentative map shall be consistent with and conform to the approved Victoria Ranch Specific Plan Land Use and Circulation Maps.
3. All off-site improvement plans for streets, water and sewer, and other construction items, shall be approved by the City Engineer prior to the start of any construction on off-site improvements within the project.
4. All plants, trees, and other vegetation planted within the street rights-of-way shall be approved by the City Parks Director prior to being planted.
5. The project shall be subject to the use standards outlined in the Planned Unit Development Ordinance and site development standards as follows:

The Applicant requests the same Building Setbacks as the approved Victoria Ranch 6A

Development Standards	Requirements
Front Setback	
Living Area/House	10' Minimum
Covered Porch	5' Minimum
Garage	20' Minimum
Rear Yard Setback	
Living Area	10' Minimum
Porches/Patios	5' Minimum
Side Yard Setback	
Living Area	5' Minimum
Street Side Yard Setback	10' Minimum
Driveway Curb-Cuts	20' Maximum
Distance between structures	5' Minimum

Architectural projections such as chimneys, overhangs, etc. may project onto any required setbacks subject to the approval of the Planning Director and the Fire Marshall.

6. The Developer/Applicant shall complete Legakes Avenue to the Southern tract boundary, as depicted in the Original TM Conditions of Approval.
7. Prior to issuing Certificates of Occupancy for homes in Victoria Ranch Unit 4B, the Developer must complete circulation improvements as established in the Specific Plan. The area between Legakes Avenue, Cross Road, Aten Boulevard and the southern City of Imperial boundary line, including their rights-of way. Class II bike lanes shall be consistent with bike lanes in the approved Legakes Striping Plan.
8. Class II bike lane improvements are necessary along the following roads:
 - A) Full length of eastern side of Cross Road
 - B) Full length of eastern side of Legakes Avenue
 - C) Additional bicycle facilities and improvements are shown in Figure 8 - Circulation and Alternative Transportation Mode of the project's Specific Plan
 - D) Class II bike lanes must be installed and shall have the following characteristics:
 1. Bike lanes shall have an overall width of 5 feet
 2. A 6-inch wide white line is to be installed separating the bike lane from the vehicle travel lane
 3. Bike stencils must be installed at approximately every 300 feet
 4. Bike path signs must be installed every 300 feet
9. 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.
10. The Developer/Applicant shall pay all applicable impact and capacity fees prior to the issuance of any building permit.
11. 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. No Tract Map shall record until such costs have been paid to the City.
12. 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, the Department of Community Development and the Department of Public Services prior to submittal for approval to record any Tract Map.
13. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of any Tract Map.
14. Infrastructure improvements include on-site and off-site improvements such as curb, gutter, sidewalk, retention basins, park improvements, and required noise walls.

15. 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 estimated population increase as a result of the development of this project. The fee amount shall be a pro rata share of each subdivided lot and shall be paid prior to the issuance of a building permit.
16. The Developer/Applicant shall set aside two (2) public school sites to the El Centro Elementary School District for the whole Victoria Ranch Subdivision. The subject school sites shall be of adequate size, configuration and location and shall be approved by the School District prior to recordation of any Final Maps. In the event that adequate school sites are not available within the project site due to conflicts with State Department of Education requirements, the Developer shall pay the appropriate school fees as determined by the El Centro School District.
17. Landscaping around the retention basin to be completed with the completion of the retention basin construction, landscape of other areas including the parkway.
18. Active owl burrows on and adjacent to the project site area shall be identified, and physically marked before the start of any construction activities, including rough grading. They shall then be protected from destruction during any site construction activities. Active owl burrows shall not be disturbed by construction activities during the breeding season (February 15 to August 15). Inactive owl burrows identified in the project area after the breeding season shall then be destroyed, to prevent owls from reoccupying these same burrows in the disturbed project area in the future. A Department of Fish and Game wildlife biologist shall be consulted prior to relocating any owls from the project area.
19. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution. Prior to the recordation of a Tract Map, the Developer/Applicant shall provide the City with a letter from the Imperial Irrigation District (IID) stating that the plans have been reviewed and approved for the discharge of storm water onto IID facilities.
20. Storm drainage shall be designed to utilize catch basins at street intersections. Storm drain pipe lines, retention ponds with flow through systems shall be utilized if possible and the system shall pump out to public drains. Temporary drainage systems shall utilize this same criteria. Facilities must be capable of primary treatment such as de-siltation prior to discharge to public drain.
21. For each phase, storm water basin(s) must be constructed to retain 110 percent of the required volume for that particular phase. The full build out of all retention basins must be completed prior to issuance of any building permit for the last phase of the project, unless required earlier by the City Engineer. The ultimate retention basin capacity shall be according to the approved original Tentative Map drainage factor of 85%.
22. The Developer shall install new water mains, valves, and fire hydrants as required to serve the new development area.
23. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.

24. All utilities including power lines, telephone lines, and cable television lines shall be installed underground. All existing drains and canals within the project site shall be relocated as necessary and installed underground.
25. The Developer/Applicant shall provide a soils report indicating, among other things, suitability of the site for the proposed development, specifications for earthwork, design guidelines for slabs and foundations and recommended roadway sections.
26. The conditional approval of the Tentative Subdivision Map 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.
27. 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.
28. All Final Tract Maps shall provide for 10-foot public utility easements adjacent to all street rights of way for underground power, communications and cable television systems.
29. The Developer may construct the project in phases. However, the project phasing shall comply with the approved phasing plan, as contained in the Victoria Ranch Specific Plan, and as outlined below. Each portion or phase shall fully implement all mitigation measures outlined in the Mitigated Negative Declaration and other environmental documentation whether re-stated herein or not. All conditions set forth in this approval shall be implemented to the extent that each development phase can, together with any phase that preceded it, exist as an independent unit that minimizes all impacts identified in the environmental documentation and all other applicable regulations even if no subsequent phases are built.
30. All stationary mechanical equipment shall be properly screened with appropriate walls, building areas, and landscaping to prevent transmission of noise off of building site areas onto adjacent properties. No homes shall be constructed with skylights or other architectural features which could transmit noise from over- flying aircrafts.
31. The Tract Map shall include an aviation easement for all lots created. In addition, all lots will be developed and sold with a hold harmless agreement with the County of Imperial Airport.
32. For each phase of the project, the Developer shall provide a minimum 200 feet of open space buffer zone between new urban development and other private lands that are actively being farmed. The Developer shall record and inform homebuyers of agricultural easements to put new homeowners on notice regarding the noise, dust, odors, and other potential impacts associated with active farming of nearby lands. The Developer shall also inform homeowners of Imperial County's right to farm ordinance prior to the occupancy of each residence.
33. During the construction of Victoria Ranch Unit 4B improvements, the Developer shall complete the construction of Legakes Avenue to the full cross-section in accordance with the Victoria Ranch Phasing Map.
34. The Imperial County Fire Department shall review both, the Tentative Tract Map and improvement plans, and may provide additional Conditions of Approval. Such conditions may include, but not limited to the location and sizing of fire hydrants, premise identification numbers (address numbers), cul-de-sac radii, and roadway accesses.

- 35. In compliance with SB1383 State of California regulation and the City of Imperial's procurement requirement, applicant shall integrate compost and/or mulch from a CalRecycle certified composter in all retention basins and landscaped areas. Proof of eligible compost supplier must be submitted to the City prior to the issuance of Certificate of Occupancy for Victoria Ranch Unit 4B Phase 1.**

RESOLUTION NO. 2022-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVAL OF THE
VICTORIA RANCH SUBDIVISION SPECIFIC PLAN AMENDMENT,
PLANNED UNIT DEVELOPMENT ZONE CHANGE AND SUBDIVISION
REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP
(APN 044-220-105)**

WHEREAS, Las Victorias Inc, has submitted an application for approval of Tentative Map Victoria Ranch Sub Unit 4B (APN 044-220-105), Specific Plan Amendment, Planned Unit Development Zone Change, Subdivision revision to the Victoria Ranch Unit 4B Tentative Tract Map; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on July 27, 2022; and

WHEREAS, a duly notified public hearing was held by the City Council on September 21, 2022; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map

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 recommends the City Council APPROVAL of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map subject to Conditions of Approval outlined in Exhibit A; and**
- C) All recommendations made by the City Council are based on the following findings:**
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7. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Tract Map are consistent with the objective of the City of Imperial's Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 21st day of September, 2022.


Mayor City Council

ATTEST:


City Clerk

RESOLUTION 2022-59

**EXHIBIT A
CONDITIONS OF APPROVAL
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AMENDMENT TO THE VICTORIA RANCH SPECIFIC PLAN, PLANNED UNIT
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18. Active owl burrows on and adjacent to the project site area shall be identified, and physically marked before the start of any construction activities, including rough grading. They shall then be protected from destruction during any site construction activities. Active owl burrows shall not be disturbed by construction activities during the breeding season (February 15 to August 15). Inactive owl burrows identified in the project area after the breeding season shall then be destroyed, to prevent owls from reoccupying these same burrows in the disturbed project area in the future. A Department of Fish and Game wildlife biologist shall be consulted prior to relocating any owls from the project area.
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30. All stationary mechanical equipment shall be properly screened with appropriate walls, building areas, and landscaping to prevent transmission of noise off of building site areas onto adjacent properties. No homes shall be constructed with skylights or other architectural features which could transmit noise from over-flying aircrafts.
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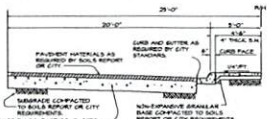
TENTATIVE MAP VICTORIA RANCH SUB UNIT 4B IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

GENERAL NOTES:

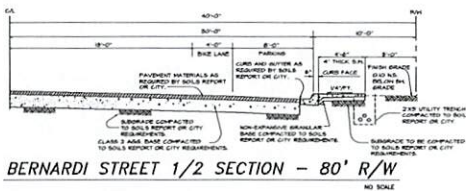
- (1) WATER AND SEWER FACILITIES PER THE CITY OF IMPERIAL.
- (2) A GRADING AND DRAINAGE PLAN TO BE APPROVED BY THE CITY OF IMPERIAL CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- (3) IMPROVEMENTS MUST COMPLY WITH ALL STANDARDS, CODES AND ORDINANCES OF THE CITY OF IMPERIAL.
- (4) SEWER LINES SLOPE A MINIMUM OF 0.002 FT/FT.
- (5) GUTTER FLOWLINE GRADES SLOPE A MINIMUM OF 0.002 FT / FT.
- (6) STREET NAMES ARE TO BE APPROVED BY THE CITY OF IMPERIAL.
- (7) UNDERGROUND CONDUITS FOR ELECTRICAL POWER, CABLE, TELEVISION AND TELEPHONE TO BE LOCATED IN PARKWAYS BETWEEN SIDEWALKS AND PROPERTY LINE.
- (8) ESTIMATED POPULATION EQUIVALENTS:
SINGLE FAMILY 4 PERSONS/LOT
ESTIMATED POPULATION AT FULL DEV. 408 PERSONS
- (9) ESTIMATED AVERAGE DAY WATER DEMANDS:
SINGLE FAMILY 250 GAL/PER/DAY
ESTIMATED DEMAND AT FULL DEV. 0.102 MIL. GAL/ DAY
PEAK FLOW AT FULL DEV. 177 GPM
FIRE DEMAND AT PEAK FLOW AND 1500 GPM AT ONE HYDRANT
AND 1000 GPM AT TWO SIMULTANEOUS HYDRANT.
- (10) ESTIMATED AVERAGE DAY SEWAGE DEMANDS:
SINGLE FAMILY 100 GAL/PER/DAY
ESTIMATED DEMAND AT FULL DEV. 0.0408 MIL. GAL/ DAY
PEAK FLOW AT FULL DEV. 0.0816 MIL. GAL/ DAY
- (11) FOR STORM WATER RETENTION BASIN SEE VICTORIA RANCH SUBDIVISION MASTER DRAINAGE STUDY. RETENTION BASIN IS SIZED TO STORE THE 100-YEAR FREQUENCY STORM (3" OF RAIN) CONVEYANCE SYSTEM IS DESIGNED FOR A 25 YEAR STORM.
- (12) BUILDING SETBACKS:
FRONT YARD SETBACK: (TO GARAGE) 15'
SIDE YARD SETBACK: 5'
REAR YARD SETBACK: 15'
- (13) STREET PAVING, CURBS AND GUTTERS, SIDEWALKS, STORM WATER DITCHES AND INLETS AND STORM WATER PIPES, 1500 WITHIN STREET RIGHT-OF-WAY, TO BE OWNED, OPERATED AND MAINTAINED BY THE CITY OF IMPERIAL.
- (14) IMPROVEMENTS CALLED FOR OUTSIDE OF THE BOUNDARIES OF THIS SUBDIVISION SHALL BE SUBJECT TO ACQUISITION OF RIGHTS-OF-WAY AS PROVIDED BY SECTION 64456.1 OF THE SUBDIVISION MAP ACT.
- (15) THE EXACT DESIGN AND LOCATION OF IMPROVEMENTS INDICATED ON THIS MAP SHALL BE DETERMINED BY THE DESIGN PROCESS AND APPROVED BY THE CITY ENGINEER.
- (16) FINAL DESIGN OF THE STRUCTURAL PAVEMENT SECTION WILL BE DETERMINED BY THE SOILS ENGINEER.
- (17) STREET SIGNAGE TO BE LOCATED PER THE CITY'S STANDARDS AND PAID BY THE DEVELOPER.
- (18) THE FINAL LOCATION AND NUMBER OF STORM DRAIN LINES AND INLETS/OUTLETS SHALL BE DETERMINED IN FINAL ENGINEERING AND APPROVED BY THE CITY ENGINEER.
- (19) 1" WATER SERVICE & 4" SEWER LATERAL WILL BE PROVIDED PER LOT
- (20) GROSS AREA: 14.65 ACRES
- (21) NET LOT AREA: +/- 13.05 ACRES
- (22) TOTAL NUMBER OF LOTS: 102
- (23) MINIMUM LOT SIZE: 3528 SQ FT
- (24) AVERAGE LOT SIZE: 3908.34 SQ FT
- (25) MINIMUM LOT WIDTH: 49 FT
- (26) MINIMUM LOT LENGTH: 72 FT

RECORDED EASEMENTS:

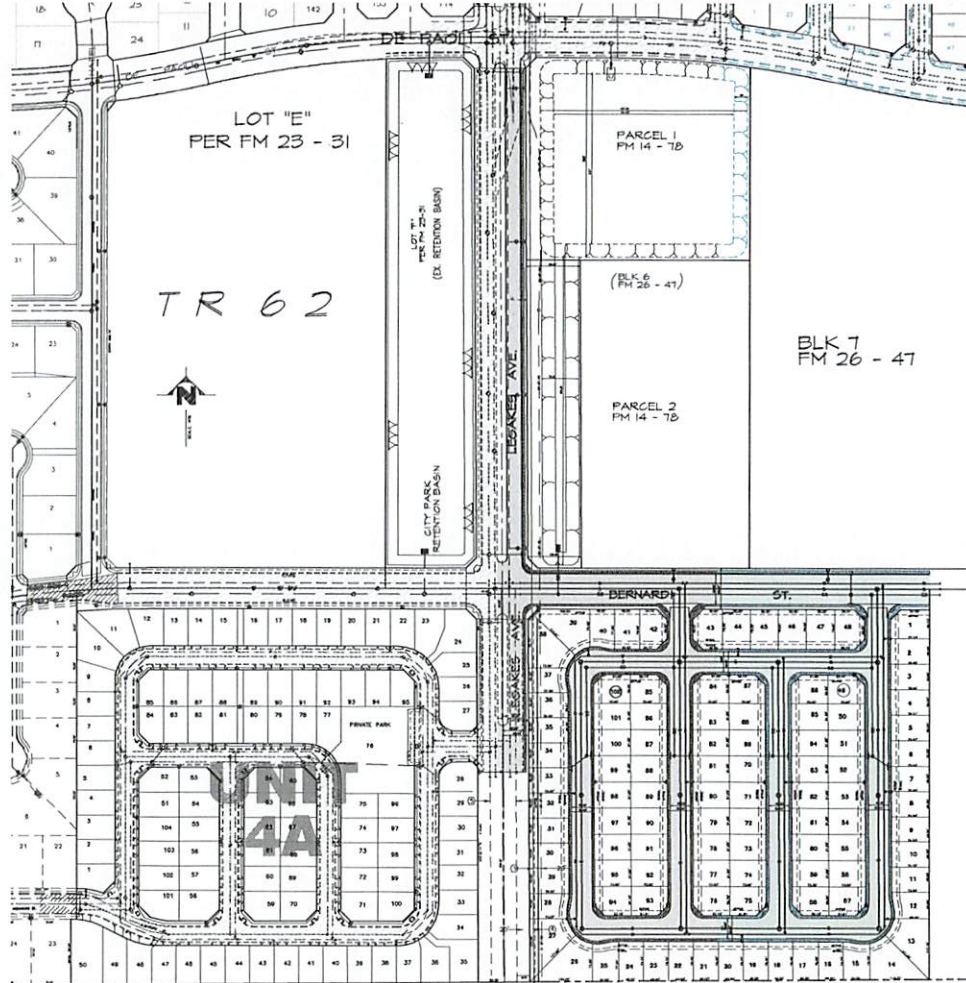
- (1) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR DRAIN CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 14, 1924 IN BOOK 224, PAGE 200 OF OFFICIAL RECORDS.
PLOTTED HEREON.
- (2) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR LATERAL DRAIN, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 12, 1936, IN BOOK 416, PAGE 421 AND RE-RECORDED APRIL 16, 1938 AS FILE NO. 9 IN BOOK 428, PAGE 114 OF OFFICIAL RECORDS.
PLOTTED HEREON.
- (3) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR DRAINAGE DITCHES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 1, 1924 IN BOOK 68, PAGE 184 OF OFFICIAL RECORDS.
PLOTTED HEREON.
- (4) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR DRAIN CANAL, TELEPHONE LINES, POWER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 14, 1924 IN BOOK 224, PAGE 191 OF OFFICIAL RECORDS.
PLOTTED HEREON.
- (5) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR POWER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 22, 1948 IN BOOK 104, PAGE 404 OF OFFICIAL RECORDS.
ONLY APPROXIMATE LOCATION PLOTTED HEREON.



TYPICAL INTERIOR STREET 1/2 SECTION - 50' R/W



BERNARDI STREET 1/2 SECTION - 80' R/W



LEGEND

EXISTING	PROPOSED
CLUB AND GUTTER AND SIDEWALK	
STREET LIGHT	
CATCH BASIN	
PAVEMENT	
DRAIN PIPE	
WATER LINE	
SEWER LINE	
LOT NUMBER	
PUBLIC UTILITY EASEMENT	
BUILDING SETBACK LINE	
RIGHT OF WAY	

BENCH MARK
BM 1
ALONG THE SPINE 200 FT. NORTH OF THE INTERSECTION
WITH LEANSE AVE.
ELEVATION = 846.30
BM 2
AT THE CORNER OF THE INTERSECTION OF BERNARDI & LEANSE AVE.
ELEVATION = 846.77



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION UNIT NO. 3C, IN THE CITY OF IMPERIAL, AS SHOWN BY MAP ON FILE IN BOOK 28, PAGES 47-54 INCLUSIVE, OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

OWNER/DEVELOPER

LAS VICTORIAS INC.
2009 N. MARSHALL AVE.
EL CAJON, CA 92020

ENGINEER

L.C. ENGINEERING CONSULTANTS INC.
1065 STATE STREET
EL CENTRO, CA 92243
(760) 353-8110

SOILS ENGINEER

LANDMARK CONSULTANTS, INC.
780 N 4TH STREET
EL CENTRO, CA 92243
(760) 320-3000

ASSESSORS PARCEL NUMBER

A.P.N. 044-220-105-00 AREA: 14.65 AC.

FLOOD ZONE

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL 0625C1725C OF SEPTEMBER 26, 2008, THE SITE IS LOCATED IN FLOOD ZONE "X".

LAND USE DATA

PRESENT ZONING: AZU (URBAN)
PRESENT LAND USE: VACANT
PROPOSED LAND USE: SINGLE FAMILY DWELLINGS

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF THE WORK OF THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

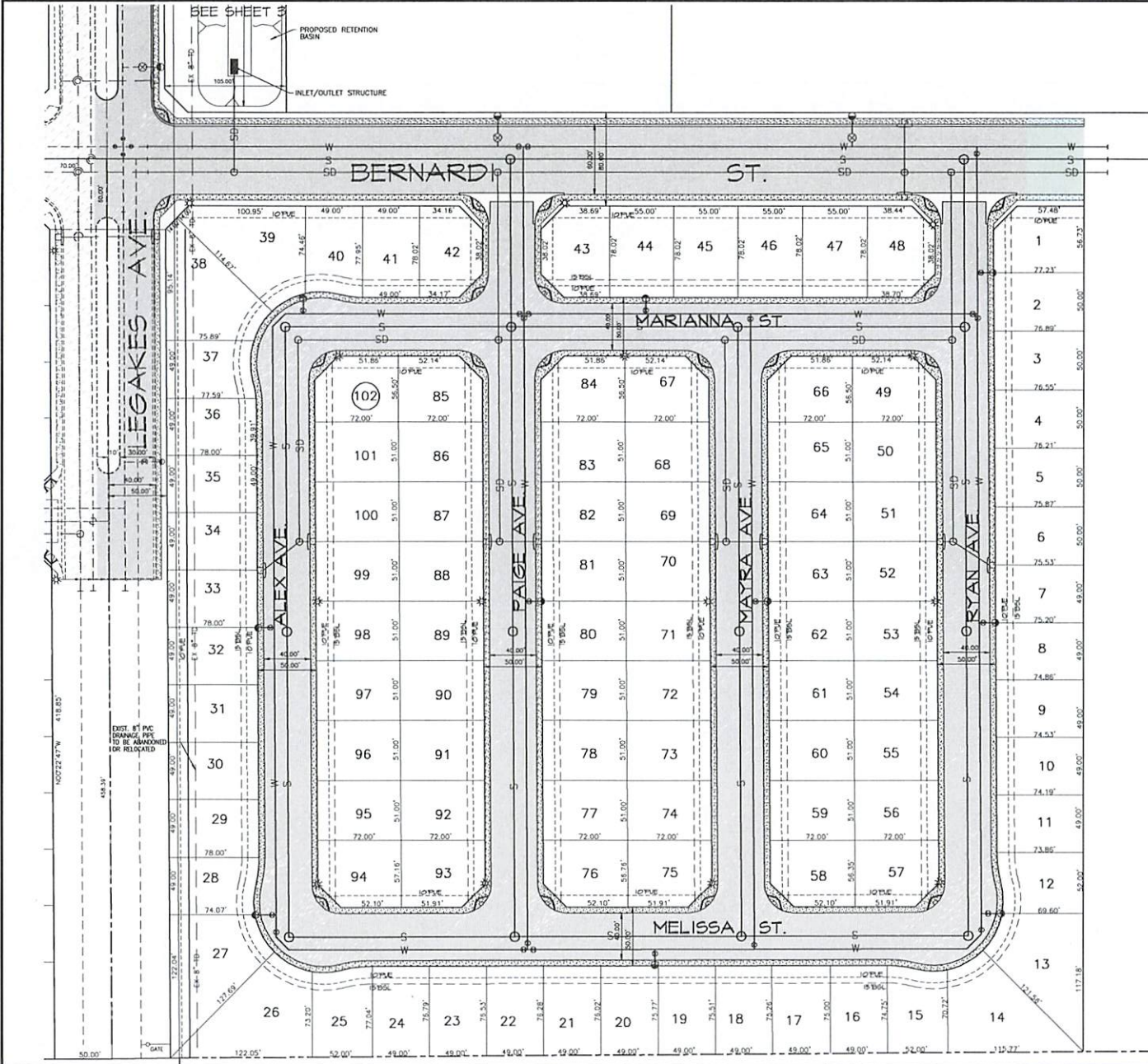
I UNDERSTAND THAT CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF IMPERIAL IS LIMITED TO REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITY FOR PROJECT DESIGN.

CARLOS CORRALES
L.C. ENGINEERING CONSULTANTS INC.
1065 STATE STREET
EL CENTRO, CALIFORNIA 92243
(760)353-8110

BY: CARLOS CORRALES DATE: 12/31/22
R.C.E. No. 55,432 EXPIRATION DATE: 12/31/22

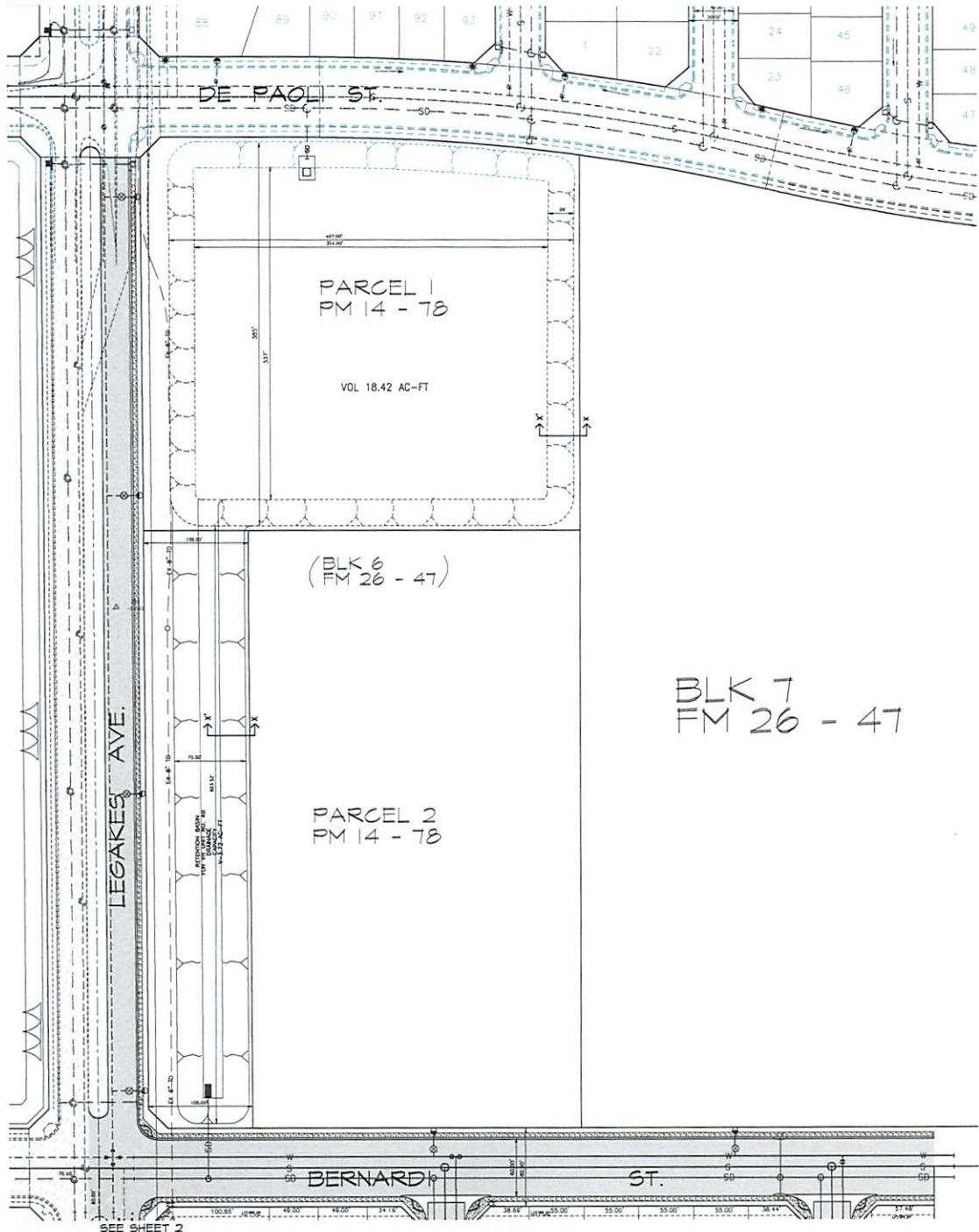
L.C. ENGINEERING CONSULTANTS INC.
1065 STATE STREET
EL CENTRO, CA 92243
(760)353-8110

TENTATIVE MAP
VICTORIA RANCH
UNIT NO. 4B
IMPERIAL, CALIFORNIA
LAS VICTORIAS INC.
12/31/22
1717-007M
1717-007M



LEGEND	SYMBOL
CURB AND GUTTER AND SIDEWALK	
STREET LIGHT	
CATCH BASIN	
PAVEMENT	
DRAIN PIPE	
WATER LINE	
SEWER LINE	
LOT NUMBER	
PUBLIC UTILITY EASEMENT	
BUILDING SETBACK LINE	
RIGHT OF WAY	

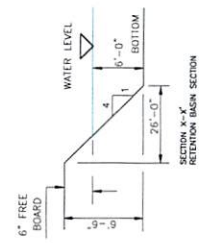
 LC ENGINEERING CONSULTANTS INC. 10000 W. 10th Ave., Suite 100, Denver, CO 80202 Tel: (303) 750-1000 Fax: (303) 750-1001 Email: info@lcei.com	TENTATIVE MAP		SHEET 2 3 OF DATE 1/17/23 BY JMM
	VICTORIA RANCH UNIT NO. 4B		
	IMPERIAL, CALIFORNIA		
	LAS VICTORIAS INC.		
BENCHMARK:			



DRAINAGE:

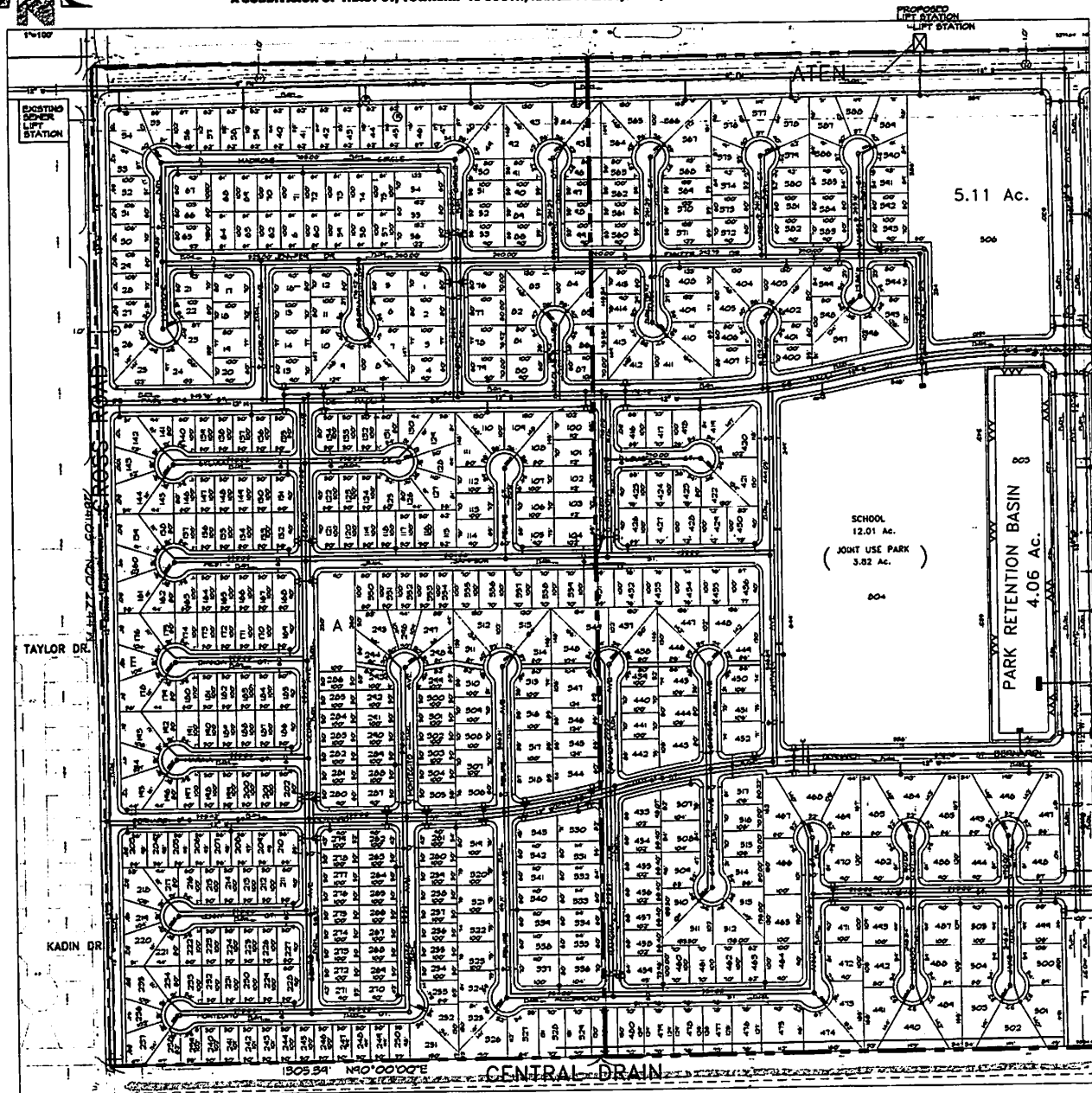
A) RETENTION BASIN (STORAGE REQUIRED)
 RETENTION BASIN DESIGN TO STORE 85%
 OF THE RAINFALL FOR THE 100-YEAR
 WETWEATHER 15.00" = 14.85"
 VICTORIA RANCH UNIT 3A 15.07 AC
 VICTORIA RANCH UNIT 3B 15.07 AC
 VICTORIA RANCH UNIT 4B 14.85 AC
 VICTORIA RANCH UNIT 4C 14.85 AC
 VICTORIA RANCH UNIT 4D 14.85 AC
 VICTORIA RANCH UNIT 4E 14.85 AC
 VICTORIA RANCH UNIT 4F 14.85 AC
 VICTORIA RANCH UNIT 4G 14.85 AC
 VICTORIA RANCH UNIT 4H 14.85 AC
 VICTORIA RANCH UNIT 4I 14.85 AC
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 VICTORIA RANCH UNIT 4M 14.85 AC
 VICTORIA RANCH UNIT 4N 14.85 AC
 VICTORIA RANCH UNIT 4O 14.85 AC
 VICTORIA RANCH UNIT 4P 14.85 AC
 VICTORIA RANCH UNIT 4Q 14.85 AC
 VICTORIA RANCH UNIT 4R 14.85 AC
 VICTORIA RANCH UNIT 4S 14.85 AC
 VICTORIA RANCH UNIT 4T 14.85 AC
 VICTORIA RANCH UNIT 4U 14.85 AC
 VICTORIA RANCH UNIT 4V 14.85 AC
 VICTORIA RANCH UNIT 4W 14.85 AC
 VICTORIA RANCH UNIT 4X 14.85 AC
 VICTORIA RANCH UNIT 4Y 14.85 AC
 VICTORIA RANCH UNIT 4Z 14.85 AC
 TOTAL RET. PROVIDED = 41.64 AC-FT

B) RETENTION BASIN (TOTAL STORAGE PROVIDED)
 RETENTION BASIN DESIGN TO STORE 85%
 OF THE RAINFALL FOR THE 100-YEAR
 WETWEATHER 15.00" = 14.85"
 VICTORIA RANCH UNIT 3A 15.07 AC
 VICTORIA RANCH UNIT 3B 15.07 AC
 VICTORIA RANCH UNIT 4B 14.85 AC
 VICTORIA RANCH UNIT 4C 14.85 AC
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 VICTORIA RANCH UNIT 4S 14.85 AC
 VICTORIA RANCH UNIT 4T 14.85 AC
 VICTORIA RANCH UNIT 4U 14.85 AC
 VICTORIA RANCH UNIT 4V 14.85 AC
 VICTORIA RANCH UNIT 4W 14.85 AC
 VICTORIA RANCH UNIT 4X 14.85 AC
 VICTORIA RANCH UNIT 4Y 14.85 AC
 VICTORIA RANCH UNIT 4Z 14.85 AC
 TOTAL RET. PROVIDED = 41.64 AC-FT



1401	3	TENTATIVE MAP
1402	3	VICTORIA RANCH
1403	3	UNIT NO. 4B
1404	3	IMPERIAL, CALIFORNIA
1405	3	US VICTORIA INC.
1406	3	2107-00M 2107-00

A SUBDIVISION OF TRACT 61, TOWNSHIP 15 SOUTH, RANGE 14 EAST, S.B.M., IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA



LEGEND

[illegible]

APPROVE:

CITY OF ANIMAS
PLANNING DEPARTMENT
by JLB on 04.13.09

DEVELOPMENT DESIGN & ENGINEERING, INC.
PLANNING • DESIGN • ENGINEERING • CONSTRUCTION • PROJECT MANAGEMENT

1122 SPRING STREET
B. CAMPBELL, CHAIRMAN/CEO
(714) 221-0140
FAX (714) 221-0400

TENTATIVE SUBDIVISION MAP		DATE
VICTORIA RANCH		2
SHERMAN, CA		3
12/14/1978		4

2

A SUBDIVISION OF TRACT 61, TOWNSHIP 15 SOUTH, RANGE 14 EAST, S.B.M., IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA



DEVELOPMENT DESIGN & ENGINEERING, INC. 1222 WEST HURLEY S. GILBERT, CALIFORNIA 92243 TEL: 924-94-10 FAX: 924-94-1000	TENTATIVE SUBDIVISION MAP VICTORIA RANCH IMPERIAL, CALIFORNIA VICTORIA PLACE LLC	SHEET 3 OF 3
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RESOLUTION NO. PC2022-06

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
IMPERIAL, CALIFORNIA, RECOMMENDING THE CITY COUNCIL
APPROVAL OF THE VICTORIA RANCH SUBDIVISION SPECIFIC PLAN
AMENDMENT, PLANNED UNIT DEVELOPMENT ZONE CHANGE AND
SUBDIVISION REVISION TO THE VICTORIA RANCH UNIT 4B TENTATIVE
TRACT MAP (APN 044-220-105)**

WHEREAS, Las Victorias Inc, has submitted an application for approval of Tentative Map Victoria Ranch Sub Unit 4B (APN 044-220-105), Specific Plan Amendment, Planned Unit Development Zone Change, Subdivision revision to the Victoria Ranch Unit 4B Tentative Trac Map; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on July 27, 2022; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the Planning Commission considered all facts relating to the proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission 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 Planning Commission hereby recommends the City Council APPROVAL of Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map subject to Conditions of Approval outlined in Exhibit A; and**
- C) 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 proposed Amendment to the Victoria Ranch Specific**

Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map may have a significant impact on the environment.

4. That any sensitive resources located within the area of the project or adjacent to the area of the project will be protected and not be significantly impacted by the project.
5. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map 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 Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map are consistent with the policies and the land uses of the existing City of Imperial General Plan.
7. The proposed Amendment to the Victoria Ranch Specific Plan, Planned Unit Development Zone Change & Subdivision Revision to the Victoria Ranch Unit 4B Tentative Trac Map are consistent with the objective of the City of Imperial Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this 27th day of July, 2022.


Planning Commission Chairman

ATTEST:


City Clerk

RESOLUTION PC 2022-06

**EXHIBIT A
CONDITIONS OF APPROVAL
FOR**

**AMENDMENT TO THE VICTORIA RANCH SPECIFIC PLAN, PLANNED UNIT
DEVELOPMENT ZONE CHANGE AND SUBDIVISION REVISION TO THE
VICTORIA RANCH UNIT 4B TENTATIVE TRACT MAP
(APN 044-220-105)**

1. The 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 tentative map shall be consistent with and conform to the approved Victoria Ranch Specific Plan Land Use and Circulation Maps.
3. All off-site improvement plans for streets, water and sewer, and other construction items, shall be approved by the City Engineer prior to the start of any construction on off-site improvements within the project.
4. All plants, trees, and other vegetation planted within the street rights-of-way shall be approved by the City Parks Director prior to being planted.
5. The project shall be subject to the use standards outlined in the Planned Unit Development Ordinance and site development standards as follows:

The Applicant requests the same Building Setbacks as the approved Victoria Ranch 6A

Development Standards	Requirements
Front Setback	
Living Area/House	10' Minimum
Covered Porch	5' Minimum
Garage	15' Minimum
Rear Yard Setback	
Living Area	10' Minimum
Porches/Patios	5' Minimum
Side Yard Setback	
Living Area	5' Minimum
Street Side Yard Setback	
	10' Minimum
Driveway Curb-Cuts	20' Maximum
Distance between structures	5' Minimum

Architectural projections such as chimneys, overhangs, etc. may project onto any required setbacks subject to the approval of the Planning Director and the Fire Marshall.

6. The Developer/Applicant shall complete Legakes Avenue to the Southern tract boundary, as depicted in the Original TM Conditions of Approval.
7. Prior to issuing Certificates of Occupancy for homes in Victoria Ranch Unit 4B, the Developer must complete circulation improvements as established in the Specific Plan. The area between Legakes Avenue, Cross Road, Aten Boulevard and the southern City of Imperial boundary line, including their rights-of way. Class II bike lanes shall be consistent with bike lanes in the approved Legakes Striping Plan.
8. Class II bike lane improvements are necessary along the following roads:
 - A) Full length of eastern side of Cross Road
 - B) Full length of eastern side of Legakes Avenue
 - C) Additional bicycle facilities and improvements are shown in Figure 8 - Circulation and Alternative Transportation Mode of the project's Specific Plan
 - D) Class II bike lanes must be installed and shall have the following characteristics:
 1. Bike lanes shall have an overall width of 5 feet
 2. A 6-inch wide white line is to be installed separating the bike lane from the vehicle travel lane
 3. Bike stencils must be installed at approximately every 300 feet
 4. Bike path signs must be installed every 300 feet
9. 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.
10. The Developer/Applicant shall pay all applicable impact and capacity fees prior to the issuance of any building permit.
11. 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. No Tract Map shall record until such costs have been paid to the City.
12. 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, the Department of Community Development and the Department of Public Services prior to submittal for approval to record any Tract Map.
13. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of any Tract Map.
14. Infrastructure improvements include on-site and off-site improvements such as curb, gutter, sidewalk, retention basins, park improvements, and required noise walls.

15. 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 estimated population increase as a result of the development of this project. The fee amount shall be a pro rata share of each subdivided lot and shall be paid prior to the issuance of a building permit.
16. The Developer/Applicant shall set aside two (2) public school sites to the El Centro Elementary School District for the whole Victoria Ranch Subdivision. The subject school sites shall be of adequate size, configuration and location and shall be approved by the School District prior to recordation of any Final Maps. In the event that adequate school sites are not available within the project site due to conflicts with State Department of Education requirements, the Developer shall pay the appropriate school fees as determined by the El Centro School District.
17. Landscaping around the retention basin to be completed with the completion of the retention basin construction, landscape of other areas including the parkway.
18. Active owl burrows on and adjacent to the project site area shall be identified, and physically marked before the start of any construction activities, including rough grading. They shall then be protected from destruction during any site construction activities. Active owl burrows shall not be disturbed by construction activities during the breeding season (February 15 to August 15). Inactive owl burrows identified in the project area after the breeding season shall then be destroyed, to prevent owls from reoccupying these same burrows in the disturbed project area in the future. A Department of Fish and Game wildlife biologist shall be consulted prior to relocating any owls from the project area.
19. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution. Prior to the recordation of a Tract Map, the Developer/Applicant shall provide the City with a letter from the Imperial Irrigation District (IID) stating that the plans have been reviewed and approved for the discharge of storm water onto IID facilities.
20. Storm drainage shall be designed to utilize catch basins at street intersections. Storm drain pipe lines, retention ponds with flow through systems shall be utilized if possible and the system shall pump out to public drains. Temporary drainage systems shall utilize this same criteria. Facilities must be capable of primary treatment such as de-siltation prior to discharge to public drain.
21. For each phase, storm water basin(s) must be constructed to retain 110 percent of the required volume for that particular phase. The full build out of all retention basins must be completed prior to issuance of any building permit for the last phase of the project, unless required earlier by the City Engineer. The ultimate retention basin capacity shall be according to the approved original Tentative Map drainage factor of 85%.
22. The Developer shall install new water mains, valves, and fire hydrants as required to serve the new development area.
23. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.

24. All utilities including power lines, telephone lines, and cable television lines shall be installed underground. All existing drains and canals within the project site shall be relocated as necessary and installed underground.
25. The Developer/Applicant shall provide a soils report indicating, among other things, suitability of the site for the proposed development, specifications for earthwork, design guidelines for slabs and foundations and recommended roadway sections.
26. The conditional approval of the Tentative Subdivision Map 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.
27. 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.
28. All Final Tract Maps shall provide for 10-foot public utility easements adjacent to all street rights of way for underground power, communications and cable television systems.
29. The Developer may construct the project in phases. However, the project phasing shall comply with the approved phasing plan, as contained in the Victoria Ranch Specific Plan, and as outlined below. Each portion or phase shall fully implement all mitigation measures outlined in the Mitigated Negative Declaration and other environmental documentation whether re-stated herein or not. All conditions set forth in this approval shall be implemented to the extent that each development phase can, together with any phase that preceded it, exist as an independent unit that minimizes all impacts identified in the environmental documentation and all other applicable regulations even if no subsequent phases are built.
30. All stationary mechanical equipment shall be properly screened with appropriate walls, building areas, and landscaping to prevent transmission of noise off of building site areas onto adjacent properties. No homes shall be constructed with skylights or other architectural features which could transmit noise from over-flying aircrafts.
31. The Tract Map shall include an aviation easement for all lots created. In addition, all lots will be developed and sold with a hold harmless agreement with the County of Imperial Airport.
32. For each phase of the project, the Developer shall provide a minimum 200 feet of open space buffer zone between new urban development and other private lands that are actively being farmed. The Developer shall record and inform homebuyers of agricultural easements to put new homeowners on notice regarding the noise, dust, odors, and other potential impacts associated with active farming of nearby lands. The Developer shall also inform homeowners of Imperial County's right to farm ordinance prior to the occupancy of each residence.
33. During the construction of Victoria Ranch Unit 4B improvements, the Developer shall complete the construction of Legakes Avenue to the full cross-section in accordance with the Victoria Ranch Phasing Map.
34. The Imperial County Fire Department shall review both, the Tentative Tract Map and improvement plans, and may provide additional Conditions of Approval. Such conditions may include, but not limited to the location and sizing of fire hydrants, premise identification numbers (address numbers), cul-de-sac radii, and roadway accesses.
35. In compliance with SB1383 State of California regulation and the City of Imperial's procurement

requirement, applicant shall integrate compost and/or mulch from a CalRecycle certified composter in all retention basins and landscaped areas. Proof of eligible compost supplier must be submitted to the City prior to the issuance of Certificate of Occupancy for Victoria Ranch Unit 4B Phase 1.

DATE SUBMITTED September 28, 2022
Community
Development
 SUBMITTED BY Director
 DATE ACTION
 REQUIRED October 5, 2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	DISCUSSION/ACTION: A RESOLUTION OF THE CITY COUNCIL OF THE CITY IMPERIAL, CALIFORNIA, APPROVING A TWO-YEAR TIME EXTENSION FOR THE ENCANTO ESTATES' VESTING TENTATIVE TRACT MAP 1. Adoption of Resolution No 2022-62, Approving a two-year time extension for the Encanto Estates' Vesting Tentative Tract Map		
DEPARTMENT INVOLVED:	Community Development Department		
BACKGROUND/SUMMARY:	See attached Staff Report.		
FISCAL IMPACT: N/A	ADMIN SERV INITIALS		
STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 2022-62 subject to Conditions of Approval.	DEPT. INITIALS		
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS		
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()	



Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: September 27, 2022

Subject: Encanto Estates Vesting Tentative Tract Map Time Extension

Summary:

Applicant:	C. Alex Abatti, Jr.
Project Location:	Southwest corner of Worthington Road & Dogwood Road Assessor's Parcel Number 044-200-011
Request:	Two-year time extension for the Encanto Estates Vesting Tentative Tract Map
Zoning:	Current: Imperial County's A-2U Zone General Agriculture Zone with Urban Overlay Proposed: Residential and Commercial
General Plan:	Current: Proposed: Low-Medium Density Residential; Medium Density Residential; Neighborhood Commercial; Open Space
Environmental:	Environmental Impact Report Negative Declaration with Mitigation Measures
Recommendation:	Staff recommends City Council approval of the Encanto Estates Vesting Tentative Tract Map two-year time extension.

Background/Discussion and Analysis

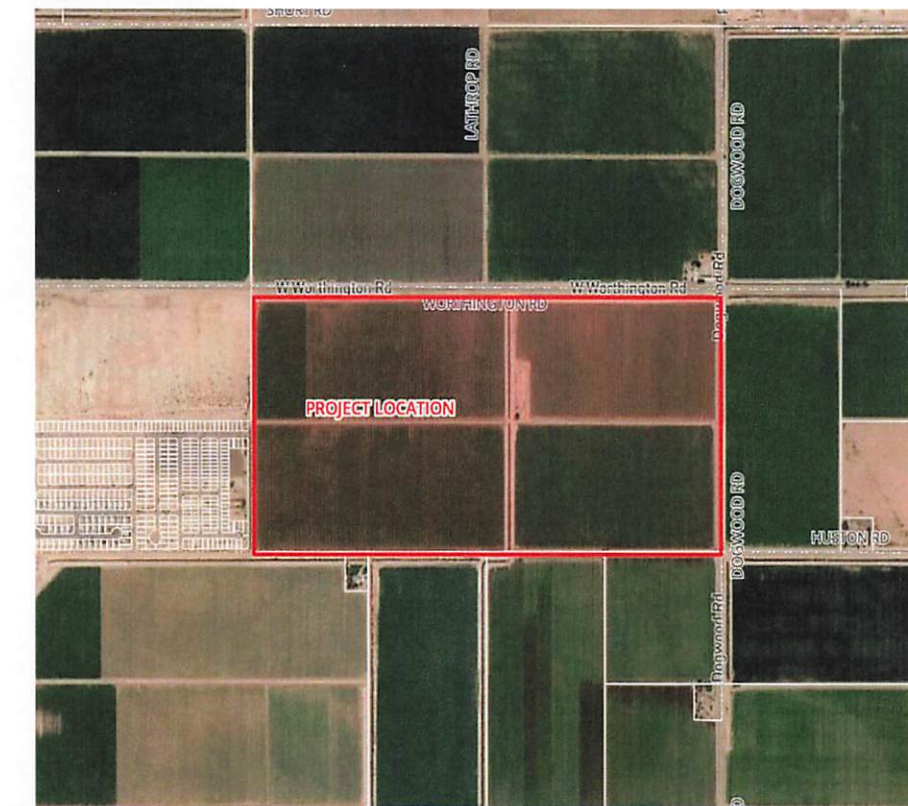
On March 5, 2008, City Council adopted Resolution 2008-04 (Exhibit A) approving the Encanto Estates Vesting Tentative Tract Map for the development of 691 detached single family units; 206 single family duplex units; 199 multi-family 4-plex units; 424 multi-family units; 5.67 acres for commercial use; 39.32 acres of parks and retention basins; and 29.99 acres for school sites on property generally located southwest corner of Worthington Road and Dogwood Road, further

identified as APN 044-200-011. The parcel is within Imperial County's jurisdiction. An annexation application was submitted to Imperial County's Local Area Formation Commission (LAFCO) on December 14, 2006, which has expired. Applicant has submitted a LAFCO Annexation Application (Exhibit B) and is currently updating the required Annexation Map.

The Encanto Estates Vesting Tentative Tract Map (Exhibit C) had an original expiration date of March 5, 2010, two years after the initial approval. Normally the subdivider would either have to record a map in accordance with the conditions of approval or request the City Council to provide a time extension. However, since 2008 the state legislature has passed several bills that automatically extended the expiration date of tentative maps if the expiration dates fell within certain time lines. The Encanto Estates Vesting Tentative Tract Map qualified for the extensions, thus the initial expiration date was automatically extended to September 5, 2022.

On August 19, 2022, C. Alex Abatti, Jr., Trustee of the C. Alex Abatti Jr. Fam Trust submitted an application requesting a time extension for the tentative tract map. Approval of the time extension would result in extending the expiration date to September 5, 2024.

Project Location



Recommendation

Staff recommends City Council approval of the Encanto Estates Vesting Tentative Tract Map two-year time extension.

Attachments

- Resolution 2008-04 – Exhibit A
- LAFCO Annexation Application – Exhibit B
- Encanto Estates Vesting Tentative Tract Map – Exhibit C
- Signed Conditions of Approval
- Resolution 2022-62

RESOLUTION NO. 2022-64

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY IMPERIAL, CALIFORNIA,
APPROVING A TWO-YEAR TIME EXTENSION FOR THE ENCANTO ESTATES'
VESTING TENTATIVE TRACT MAP SUBJECT TO THE ATTACHED CONDITIONS**

WHEREAS, C. Alex Abatti, Jr., Trustee of the C. Alex Abatti Jr., Fam Trust submitted an application for a two-year time extension for the Encanto Estates Vesting Tentative Tract Map; and

WHEREAS, the Encanto Estates Vesting Tentative Tract Map was approved by the City Council on March 5, 2008; and

WHEREAS, the Encanto Estates Vesting Tentative Tract Map proposes the division of land in order to create 691 detached single family units; 206 single family duplex units; 199 multi-family 4-plex units; 424 multi-family units; 5.67 acres for commercial use; 39.32 acres of parks and retention basins; and 29.99 acres for school sites on property described as Tract 108, Township 15 South, Range 14 East, SBM in an unincorporated area of the County of Imperial, State of California according to the official plat thereof, further described as APN 044-200-011; and

WHEREAS, the Encanto Estates Vesting Tentative Tract Map expired on September 5, 2022; and

WHEREAS, upon hearing and considering all testimony and arguments, examining the environmental study, analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the project; and

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, the City Council hereby **APPROVES** the **two-year time extension of the Encanto Estates Vesting Tentative Tract Map**, subject to the conditions of approval outlined in Exhibit A; and
- C) All recommendation made by the City Council 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 proposed Encanto Estates Vesting Tentative Tract Map Time Extension may have a significant impact on the environment.

4. That any sensitive resources located within the area of the project or adjacent to the area of the project will be protected and not be significantly impacted by the project.
5. The proposed Encanto Estates Vesting Tentative Tract Map Time Extension is consistent with the intent of the City of Imperial's General Plan to maintain land use designation consistency within the incorporated area of the City and its sphere of influence.
6. The proposed Encanto Estates Vesting Tentative Tract Map Time Extension is consistent with the policies and the land uses of the existing City of Imperial General Plan.
7. The proposed Encanto Estates Vesting Tentative Tract Map Time Extension is consistent with the objective of the City of Imperial's Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 5th day of October, 2022.

Mayor City Council

ATTEST:

City Clerk

**EXHIBIT A
CONDITIONS OF APPROVAL**

**ENCANTO ESTATES
VESTING TENTATIVE TRACT MAP TIME EXTENSION
APN 044-200-011**

1. The 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 pay all applicable impact and capacity fees, including air quality fees and regional traffic .
3. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Vesting Tentative Tract Map Time Extension. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Vesting Tentative Tract Map Time Extension, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
4. All conditions of approval for this Vesting Tentative Tract Map Time Extension shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
5. Department Comments
 - Public Services
 - a. Infrastructure improvements shall be brought up to current City standards and specifications prior to build.
 - Police Department
 - b. Security precautions such as sufficient lighting throughout the development, installation of security cameras and other crime prevention measures shall be included in the updated Vesting Tentative Tract Map.
 - Community Development
 - c. Applicant shall submit an Annexation Application to Imperial County Local Agency Formation Commission.

- d. Conditions of Approval for the Encanto Estates Vesting Tentative Tract Map provided in Resolution 2008-04 Exhibit A are subject to this time extension request.
- 6. The provisions of the Conditions of Approval are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.

CONDITIONS OF APPROVAL

ENCANTO ESTATES VESTING TENTATIVE TRACT MAP TIME EXTENSION APN 044-200-011

1. The 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 pay all applicable impact and capacity fees, including air quality fees and regional traffic .
3. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Vesting Tentative Tract Map Time Extension. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Vesting Tentative Tract Map Time Extension, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
4. All conditions of approval for this Vesting Tentative Tract Map Time Extension shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
5. Department Comments
 - Public Services
 - a. Infrastructure improvements shall be brought up to current City standards and specifications prior to build.
 - Police Department
 - b. Security precautions such as sufficient lighting throughout the development, installation of security cameras and other crime prevention measures shall be included in the updated Vesting Tentative Tract Map.
 - Community Development
 - c. Applicant shall submit an Annexation Application to Imperial County Local Agency Formation Commission.

- d. Conditions of Approval for the Encanto Estates Vesting Tentative Tract Map provided in Resolution 2008-04 Exhibit A are subject to this time extension request.
6. The provisions of the Conditions of Approval are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.

The undersigned hereby declare and certify that under penalty of perjury that I accept all conditions imposed by the City Council in their approval as outlined above. As the project applicant, I agree to comply with these conditions and all other applicable laws and regulations at all times.



C. Alex Abatti, Jr.
Trustee of the C. Alex Abatti Jr., Fam Trust



Date

EXHIBIT A

RESOLUTION NO. 2008-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, APPROVING THE ENCANTO ESTATES VESTING TENTATIVE TRACT MAP

WHEREAS, Encanto Investors, LLC, submitted an application for a Specific Plan, Annexation, Pre-Zone, General Plan Amendment, and Vesting Tentative Tract Map for certain real property described as:

Tract 108, Township 15 South, Range 14 East, SBM in an unincorporated area of the County of Imperial, State of California, according to the official plat thereof.

Excepting therefrom 1/16th of all gas, oil, or minerals on, in or under said land, as reserved by General American Life Insurance Company by deed recorded March 13, 1937 in Book 453, Page 109, Official Records.

Also excepting therefrom the east 30 feet thereof as granted to the County of Imperial by Deed recorded October 6, 1937 in Book 472, page 94 of Official Records; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on January 9, 2008 and by the City Council on January 16, 2008 and February 20, 2008; and

WHEREAS, the Developer and the Imperial Unified School District mutually agreed to mitigate school impacts through specific actions to be undertaken by the Developer; and

WHEREAS, upon hearing and considering all testimony and arguments, examining the Environmental Impact Report, analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the Encanto Estates Tentative Tract Map.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission 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 **APPROVES** the Encanto Estates Vesting Tentative Tract Map, subject to Conditions of Approval outlined in Exhibit A; and
- C) All action taken by the City Council are based on the following findings:
 - a. 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.
 - b. The project is in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
 - c. The Final Environmental Impact Report shows all potentially significant impacts on the environment can be mitigated to a level that is less than significant if all mitigation measures are implemented.

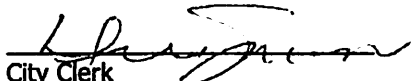
- d. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.
- e. The proposed Vesting Tentative Tract Map is consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of a City's and its sphere of influence.
- f. The proposed Vesting Tentative Tract Map is consistent with the policies and the land uses of the existing City of Imperial General Plan.
- g. The proposed Vesting Tentative Tract Map is 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 March 2008.



Mayor

ATTEST:



City Clerk

RESOLUTION 2008-04

EXHIBIT A

CONDITIONS OF APPROVAL

for

**ENCANTO ESTATES
VESTING TENTATIVE TRACT MAP**

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 applicable impact and capacity fees, including air quality fees and regional traffic impact 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. No Tract Map shall record until such costs have been paid to the City.
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 submittal for approval to record the Tract Map.
6. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of a Tract Map.
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 estimated population increase as a result of 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 as shown in the Encanto Estates Specific Plan and as necessary. All improvements shall be 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 pro rata share of the cost of improvements. All regional improvements are subject to pro rata fair share reimbursement.

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 and lift stations as shown in the Encanto Estates Specific Plan where required and in accordance with City development standards. In the event that the collection system is improved by the City or another developer, this project shall pay its pro rata share of the cost of improvements.
10. Developer acknowledges that the potential pace of growth in the City and resulting demand on City services such as water and wastewater may result in such services not being available. Developer acknowledges particular concern with wastewater and agrees that capacity is not allocated until issuance of a building permit. Developer acknowledges that a building permit will not issue unless there is sufficient wastewater capacity based on the total amount of building permits already issued at that time. In order to address a shortage in wastewater capacity, the parties may agree upon the payment of the project's pro rata share for the construction of a new wastewater treatment plant to respond to this project's wastewater demand.
11. 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. Lighting improvements shall include street lights on all interior streets, exterior streets, at all intersections, at bus stops and at mail kiosks. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department, Building Department and the Imperial County Airport.
12. A Landscaping Plan shall be submitted to the City of Imperial for review and approval prior to the recordation of a Tract Map. Landscaping shall be provided in all parks and retention basins. Where noise walls are required along roadways landscaping shall also be provided. All landscaped areas shall be irrigated with automatic sprinkler systems.
13. Prior to the recording of a Final Map, all current property owners shall petition to form a separate City of Imperial Community Facilities District ("CCFD") in compliance with the City's Land Secured Financing Ordinance.
14. All mechanical equipment and air conditioning equipment shall be installed a minimum of five feet (5') from any property line.
15. The applicant shall effectively screen from view all ducts, vents, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the main structure. Screening details shall be shown on the plans submitted for issuance of building permits, the adequacy of which shall be determined by the Planning Director. All required screening shall be provided prior to occupancy.
16. The location of any pad-mounted transformers shall be subject to approval by the Planning Director prior to issuance of permits by the Building and Safety Division. Such transformers shall be screened by landscaping or contained within an enclosure matching the building and with corrugated metal gates, subject to approval by the Imperial Irrigation District. All transformers shall be shown on the plans submitted for issuance of building permits. The applicant shall attempt to locate transformers at the rear of the site.
17. The project shall be subject to the use standards outlined in the Encanto Estates Specific Plan.

18. The following Conditions of Approval shall apply with regards to school impacts:
- a. In accordance with action taken by the Imperial Unified School, the Development Impact Fees for schools shall be paid prior to the issuance of each Certificate of Occupancy.
 - b. Water and wastewater stub-outs shall be provided at both school sites.
19. No more than 30 days prior to the start of any construction activity, a qualified California Department of Fish and Game (CDFG) biologist shall survey the site for any active owl burrows in accordance with the CDFG Staff Memo on Burrowing Owl, 1995. Any burrows found shall be identified and flagged. The Developer shall meet with CDFG to ascertain mitigation efforts which could include sheltering in place, passive relocation, installation of artificial burrows, and/or acquiring conservation acreage per CDFG Staff Memo on Burrowing Owls.
20. If construction occurs between February 1 and August 31, a pre-construction burrowing owl survey shall be conducted 30 days prior to the commencement of construction activities. If breeding/nesting activity, construction activity shall not occur within 200 feet (passerines) or 500 feet (raptors) of the active nest until the young birds have fledged and left the nest, as confirmed by a qualified biologist.
21. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution. Prior to the recordation of a Tract Map, the Developer/Applicant shall provide the City with a letter from the Imperial Irrigation District (IID) stating that the plans have been reviewed and approved for the discharge of storm water onto IID facilities.
22. The retention ponds must be designed to drain out within seventy-two (72) hours of any storm event. Retention ponds must be landscaped so as to mitigate fugitive dust. The bottom of the retention ponds shall have a minimum separation with the top of the groundwater table such that the ponds will function in their intended use. Such ponds will not be credited as meeting the park requirement unless approved by the City.
23. 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.
24. All on-site utilities including power lines, telephone lines, and cable television lines shall be installed underground. In the event that the utility companies, such as the Imperial Irrigation District, determines that on-site utilities cannot be located underground, the Developer/Applicant may install such utilities as needed above ground.
25. The Developer/Applicant shall provide a soils report indicating, among other things, the suitability of the site for the proposed development, specifications for earthwork, design guidelines for slabs and foundations and recommended roadway sections.

26. The conditional approval of the Tentative Subdivision Map 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.
27. 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.
28. All Final Tract Maps shall provide for 10-foot public utility easements adjacent to all street rights of way for underground power, communications and cable television systems.
29. All off-site and on-site improvements shall comply with the City of Imperial Development Standards. Where no standards exist, the improvements shall be completed in accordance with the City Engineer's recommendations.
30. The Developer/Applicant shall comply with all requirements of the Imperial County Fire Department. Such requirements may include, but are not limited to, the location and sizing of fire hydrants, premise identification numbers (address numbers), and roadway access. All residential water pipelines shall be adequately sized to sustain 1,500 gallons per minute (gpm) for two hours plus peak demand in accordance with the latest edition of the National Fire Protection Association (NFPA) Codes and Standards. All commercial pipelines shall be adequately sized to sustain 2,500 gallons per minute (gpm) for four hours during peak demand in accordance with the latest edition of the National Fire Protection Association (NFPA) Codes and Standards. Pipeline sizes shall be the next largest standard size with readily available replacement parts (i.e., 12" pipelines for those identified as 10").
31. The Tentative Subdivision Map shall be valid for a period of two years following the City Council approval and the appeal period. The Developer may request time extensions in accordance with the Subdivision Map Act, but the granting of such time extensions is not automatic and is at the discretion of the City Council.
32. The Developer/Applicant shall record agricultural easements, to put new homeowners on notice regarding the noise, dust, odors and other potential impacts associated with active farming of nearby lands. The Developer/Applicant shall also make homeowners aware of the Imperial County Right to Farm Ordinance when they purchase new homes in the project area.
33. The Tract Map shall include an avigation easement for all lots created. In addition, all lots will be developed and sold with a hold harmless agreement with the City of Imperial and the County of Imperial Airport, and the US Naval Air Facility - El Centro. The avigation easement shall be reviewed and approved by the Imperial County Airport Manager and shall be consistent with the avigation easement recorded for the Encanto Estates Subdivision.
34. The Developer/Applicant shall agree to defend, indemnify and hold harmless the City of Imperial, Imperial County Airport, and the US Naval Air Facility - El Centro and their agents, including consultants, officers and employees from any claim, action or proceeding against the City, County Airport, or Naval Air Facility or their agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Tentative Tract Map and associated Zone Change, General Plan Amendment and Mitigated Negative Declaration. 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 Tentative Tract Map and associated Zone Change, General Plan Amendment and Mitigated Negative Declaration, including any claim for private attorney general fees claimed by or awarded to any party from the City, County Airport or Naval Air Facility.

35. All conditions of approval for this Tentative Map shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. It is the responsibility of the applicant to ensure that the project landscape contractor is aware of, and adheres to, the approved landscape and irrigation plans. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
36. All mitigation measures outlined in the Encanto Estates Environmental Report are hereby incorporated and made conditions of approval whether restated herein or not.
37. All residential development within the project site shall be constructed using building materials and techniques such as dual pane windows, and increased insulation to decrease interior noise levels within dwelling areas to 45 dba or lower.
38. The Developer shall implement all improvements for deficient intersections and deficient roadway segments listed in the Final Environmental Impact. All required improvements shall be subject to fair share reimbursement based on the pro rata share of the project's impacts.
39. The following improvements shall be completed:
 - a. The Developer shall widen the south half of Worthington Road (Barioni Boulevard) from Cross Avenue to Dogwood Road to major arterial standards. All required improvements on Worthington Road (Barioni Boulevard) shall be completed during Phase 1 of the project as shown on Figure 9-A of the Encanto Estates Specific Plan. No Certificates of Occupancy shall be released for the last 100 residential units of Phase 1 until all improvements on Worthington Road (Barioni Boulevard) are completed.
 - b. The Developer shall construct the west half of Dogwood Road from Worthington Road (Barioni Boulevard) to the southern project boundary to major arterial standards consistent with the recommendations of the Central Imperial County Regional Traffic Impact Study.
 - c. The Developer shall install traffic signals and associated improvements at the intersection of Dogwood Road and Worthington Road (Barioni Boulevard).
 - d. The Developer shall construct Cross Avenue to secondary arterial standards from Worthington Road (Barioni Boulevard) to the southern project boundaries.

All roadway improvements shall include a 10: 1 taper where improvements join existing roadways. All required improvements shall be subject to fair share reimbursement based on the pro rata share of the project's impacts. In the event that said improvements are

completed by the City or another developer, this project shall pay its pro rata share of the cost of improvements.

40. Driveway access shall be limited to right-in/right-out on Dogwood Road and Worthington Road (Barioni Boulevard).
41. The Developer shall install automatic flush valves at the terminus of all cul-de-sacs.
42. Within 30 days of Council approval, the Developer/Applicant shall submit a digital copy of the Vesting Tentative Tract Map in AutoCAD 2005 or later format. All Final Maps shall also be submitted in paper and digital formats.
43. The Developer shall provide infrastructure stub-outs to the property line of both school sites.
44. No more than 500 residential building permits shall be issued until such time as a Fire Station is located east of the railroad tracks. However, if there is no such Fire Station as at the time that 500 residential building permits have been issued, the developer, in its discretion, may choose to provide a location for a Fire Station within the Encanto Estates project boundary (which such location shall be acceptable to the Fire Department) in exchange for valuable consideration from the City and in order to be entitled to the issuance of the remaining building permits to complete the Encanto Estates project.

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

I, the undersigned, City Clerk of the City of Imperial, DO HEREBY CERTIFY that the foregoing Resolution No. 2008-04 was duly and regularly adopted at a regular meeting of the City Council of the City of Imperial held on the 5th day of March 2008, by the following vote:

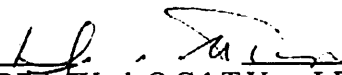
AYES: BRELAND, SAMPSON, AND DALE

NAYES: NONE

ABSENT: COX

ABSTAIN: GRAN

MOTION CARRIED 3-0



DEBRA J. COX CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

Imperial



APPLICATION

RECEIVED
SEP 28 2022
Imperial County
LAFCO

PETITION FOR PROCEEDINGS PURSUANT TO
THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT
REORGANIZATION ACT OF 2000

The undersigned hereby petition(s) the Local Agency Formation Commission of Imperial County for approval of a proposed change of organization, and stipulate(s) as follows:

OWNER INFORMATION			
NAME Alex Abatti, Jr.		COMPANY Abatti Companies	
MAILING ADDRESS 2015 Silsbee		TELEPHONE NUMBER (760)482-9420	
CITY, STATE, ZIP El Centro, CA 92243		EMAIL ADDRESS aochoa@abatti.com	
APPLICANT INFORMATION IF DIFFERENT FROM THE OWNER			
NAME Encanto Investors, LLC		COMPANY Abatti Companies	
MAILING ADDRESS 2015 Silsbee Road		TELEPHONE NUMBER (760) 482-9420	
CITY, STATE, ZIP El Centro, CA 92243		EMAIL ADDRESS aochoa@abatti.com	
PROJECT INFORMATION			
NAME OF PROPOSAL Encanto Estates		DATE 09/26/2022	
PROJECT ADDRESS SEC Cross Road & Worthington Road		APN(S) 044-200-011-001	
CITY, STATE, ZIP Imperial, CA 92251		TOTAL LAND AREA (ACRES) 315.70	
THIS PROPOSAL IS MADE PURSUANT TO CALIFORNIA GOVERNMENT CODE (COMMENCING WITH SECTION 56000, CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000).			
1	PROPOSED CHANGE(S) OF ORGANIZATION: ☒ ANNEXATION ☐ SPHERE OF INFLUENCE ☐ OTHER ☐ DETACHMENT ☐ CONSOLIDATION ☐ EXTENSION OF SERVICES ☐ INCORPORATION ☐ FORMATION OF _____		
2	NAME OF THE CITY/SPECIAL DISTRICT BEING AFFECTED Imperial, California		
3	THE PROPOSED BOUNDARIES OF THE TERRITORY(IES) INCLUDED IN THE PROPOSAL ARE AS DESCRIBED IN THE EXHIBIT(S) ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN. ☒ YES, BOUNDARY EXHIBITS ARE ATTACHED		

EXHIBIT B

4	PLEASE LIST ANY OTHER DOCUMENTS BEING SUBMITTED WITH THE APPLICATION (EXCEPT THOSE ALREADY REQUIRED BY LAFCO). <u>Indemnification Agreement, Annexation Map</u>	
5	THE TERRITORY(IES) INCLUDED IN THE PROPOSAL IS/ARE	☒ UNINHABITED ☐ INHABITED (12 OR MORE REGISTERED VOTERS)
6	CURRENTLY, THE TERRITORY(IES) INCLUDED IN THE PROPOSAL IS/ARE:	☐ DEVELOPED ☐ UNDEVELOPED
7	IS THIS PROPOSAL CONSISTENT WITH THE SPHERE OF INFLUENCE OF THE AFFECTED CITY AND/OR DISTRICT?	☒ YES ☐ NO
8	PLEASE DESCRIBE IN DETAIL THE REASONS FOR THE PROPOSED CHANGE OF ORGANIZATION (ANNEXATION, DETACHMENT, ETC.) USE ATTACHED SHEET IF NECESSARY. 	
9	THE PROPOSED CHANGE OF ORGANIZATION IS REQUESTED, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: <u>Conditions of Approval are set by the City of Imperial.</u>	
10	WOULD THIS PROPOSAL CREATE AN ISLAND OF UNINCORPORATED TERRITORY? IF YES, PLEASE EXPLAIN. <u>N/A</u>	☐ YES ☒ NO
11	IS THERE A GOOD LIKELIHOOD OF A SIGNIFICANT INCREASE IN POPULATION IN THE SUBJECT AREA WITHIN THE NEXT TEN YEARS? IN UNINCORPORATED AREAS: ☐ YES ☒ NO IN INCORPORATED AREAS: ☒ YES ☐ NO ESTIMATED ADDITIONAL POPULATION: <u>To be Determined</u>	
12	WHAT IS THE EXISTING ZONING? <u>Agriculture</u> WHAT IS THE PROPOSED ZONING? <u>R-1, R-2 and R-3, Residential, Park and School</u>	
13	HAS OR IS THE AREA BEEN BEING PRE-ZONED? ☒ YES ☐ NO WHAT IS THE PRE-ZONING CLASSIFICATION? <u>Agriculture</u> WHAT DATE WAS THIS PRE-ZONING? <u>Unknown</u>	

EXHIBIT B

14	WHAT IS THE PLANNED GENERAL PLAN DESIGNATION OF THE AREA BY THE AFFECTED CITY?	The planned General Plan Designation for this development is Specific Plan; A planned unit development consisting of Single Family and Multi Family residential uses, as well as land for commercial, school, park and retention basin.			
15	DESCRIBE ANY SPECIAL LAND USE CONCERNS EXPRESSED IN THE ABOVE PLANS	N/A			
16	SPECIFY ANY AND ALL EXISTING LAND USES	Agriculture			
	WHAT ARE THE PROPOSED LAND USES?				
	DESCRIBE YOUR PROJECT IN DETAIL				
17	DOES THE APPLICATION CONTAIN 100% WRITTEN CONSENT OF EACH PROPERTY OWNER IN THE SUBJECT TERRITORY?	☒	YES		
		☐	NO		
18	WILL THE ANNEXED TERRITORY BE LIABLE FOR ITS SHARE OF EXISTING BONDED INDEBTEDNESS?	☐	YES		
		☒	NO		
19	WILL THE ANNEXED TERRITORY BE INCLUDED WITHIN ANY PARTICULAR TAX DIVISION OR ZONE OF THE ANNEXING TERRITORY? PLEASE SPECIFY.	N/A			
20	IF THE PROPOSAL INCLUDES THE CONSOLIDATION OF SPECIAL DISTRICTS, THE PROPOSED NAME OF THE CONSOLIDATED DISTRICT IS	N/A			
21	IF AN INCORPORATION IS INCLUDED IN THE PROPOSAL				
	(A) THE NAME PROPOSED FOR THE NEW CITY IS	N/A			
	(B) PROVISIONS ARE REQUESTED FOR APPOINTMENT OF				
	(i) CITY MANAGER	☐	YES	☐	NO
	(ii) THE CITY CLERK AND CITY TREASURER	☐	YES	☐	NO

EXHIBIT B

22	IF THE FORMATION OF A NEW DISTRICT(S) IS INCLUDED IN THE PROPOSAL (A) THE PRINCIPAL ACT(S) UNDER WHICH SAID DISTRICT(S) IS/ARE PROPOSED TO BE FORMED IS/ARE _____ _____ (B) THE PROPOSED NAME(S) OF THE NEW DISTRICT(S) IS/ARE _____ _____ (C) THE BOUNDARIES OF THE PROPOSED NEW DISTRICT(S) ARE AS DESCRIBED IN EXHIBITS _____ INCORPORATED HEREIN
23	THE PERSON(S) SIGNING THIS PETITION HAVE SIGNED AS (CHECK ONLY ONE) ☐ REGISTERED VOTERS ☒ OWNERS OF LAND
24	AS REQUIRED, THE FOLLOWING ITEMS ARE ENCLOSED WITH THIS APPLICATION: ☒ DEPOSIT ☒ INDEMNIFICATION AGREEMENT ☒ LEGAL DESCRIPTION ☒ ANNEXATION MAP (10 COPIES)

APPLICANT SIGNATURE

DATE _____

Please complete the names and addresses of **additional persons** (not including the owner/applicant previously listed at the beginning of the application) who are requesting to have furnished copies of the agenda and Executive Officer's Report and/or mailed notices of the hearing of this proposal. Please attach additional pages if necessary.

PERSON 1	REQUESTS	☐ AGENDA COPIES	☐ PUBLIC NOTICE OF HEARING
		☐ HEARING PACKAGE HARD COPY	☐ HEARING PACKAGE ON CD
	NAME	COMPANY	
	MAILING ADDRESS	TELEPHONE NUMBER	
	CITY, STATE, ZIP	EMAIL ADDRESS	
PERSON 2	REQUESTS	☐ AGENDA COPIES	☐ PUBLIC NOTICE OF HEARING
		☐ HEARING PACKAGE HARD COPY	☐ HEARING PACKAGE ON CD
	NAME	COMPANY	
	MAILING ADDRESS	TELEPHONE NUMBER	
	CITY, STATE, ZIP	EMAIL ADDRESS	

EXHIBIT B

NOTICE:

Prior to the effective date of any jurisdictional change (i.e. annexation, detachment, etc.) the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change shall meet to determine the amount of property tax revenues to be exchanged between and among such affected agencies. Notwithstanding any other provisions of law, no such jurisdictional change shall become effective until each county and city included in such negotiation agrees, BY RESOLUTION, to accept the negotiated exchange of property tax revenues.

NOTE:

The resolutions referred to above shall be attached to this application prior to filing with the Local Agency Formation Commission. The Executive Officer of the Local Agency Formation Commission shall not issue a Certificate of Completion (COC) until such resolution is filed with LAFCO.

Wherefore, petitioner(s) request(s) that proceedings be taken in accordance with the provisions of Section 56000, et seq. of the Government Code and herewith affix signature(s) as follows:

Chief Petitioners (not to exceed three):

PRINT NAME

DATE

SIGNATURE

RESIDENCE ADDRESS

PRINT NAME

DATE

SIGNATURE

RESIDENCE ADDRESS

PRINT NAME

DATE

SIGNATURE

RESIDENCE ADDRESS

EXHIBIT B

FOR LAFCO USE ONLY

APPLICATION RECEIVED BY _____

DATE RECEIVED _____

CHECK THE DOCUMENTS SUBMITTED WITH THE APPLICATION:

- | | |
|--|---|
| ☐ DEPOSIT | ☐ LEGAL DESCRIPTION |
| ☐ INDEMNIFICATION AGREEMENT | ☐ ANNEXATION MAP (10 COPIES) |

PROJECT NO. ASSIGNED _____

DATE ACCEPTED _____

J:\HDEBIS\LAFCOForms\2014 Forms\Application 2014.doc

Updated 06/30/2014

EXHIBIT B

RECEIVED
SEP 28 2022



Imperial County
LAFCO

INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees, to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Executive Officer shall promptly notify the Commission of any claim, action or proceeding brought by an applicant challenging the Commission's action. The Commission, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The Commission shall have final determination on how to best defend the case and may defend it with in-house counsel, or by retaining outside counsel. In either case applicant shall be fully responsible for all costs incurred. Applicant may request to provide his or her own counsel to defend the case, however prior written approval of the Commission shall be obtained. Said independent counsel shall work with LAFCO counsel to provide a joint defense and shall include a complete defense of LAFCO to the satisfaction of the Commission.

Executed in El Centro, California on September, 27th, 2022
(city) (month) (day) (year)

applicant

name (print): Encanto Investors, LLC

title: Owner - Alex Abatti Jr.

signature: [Signature]

mailing address:

2015 Silsbee Rd.

El Centro, CA 92243

real party in interest / property owner
(if different from applicant)

name (print): _____

title: _____

signature: _____

mailing address: _____

FOR LAFCO USE ONLY

Received By: _____

Date received: _____

Project No. _____

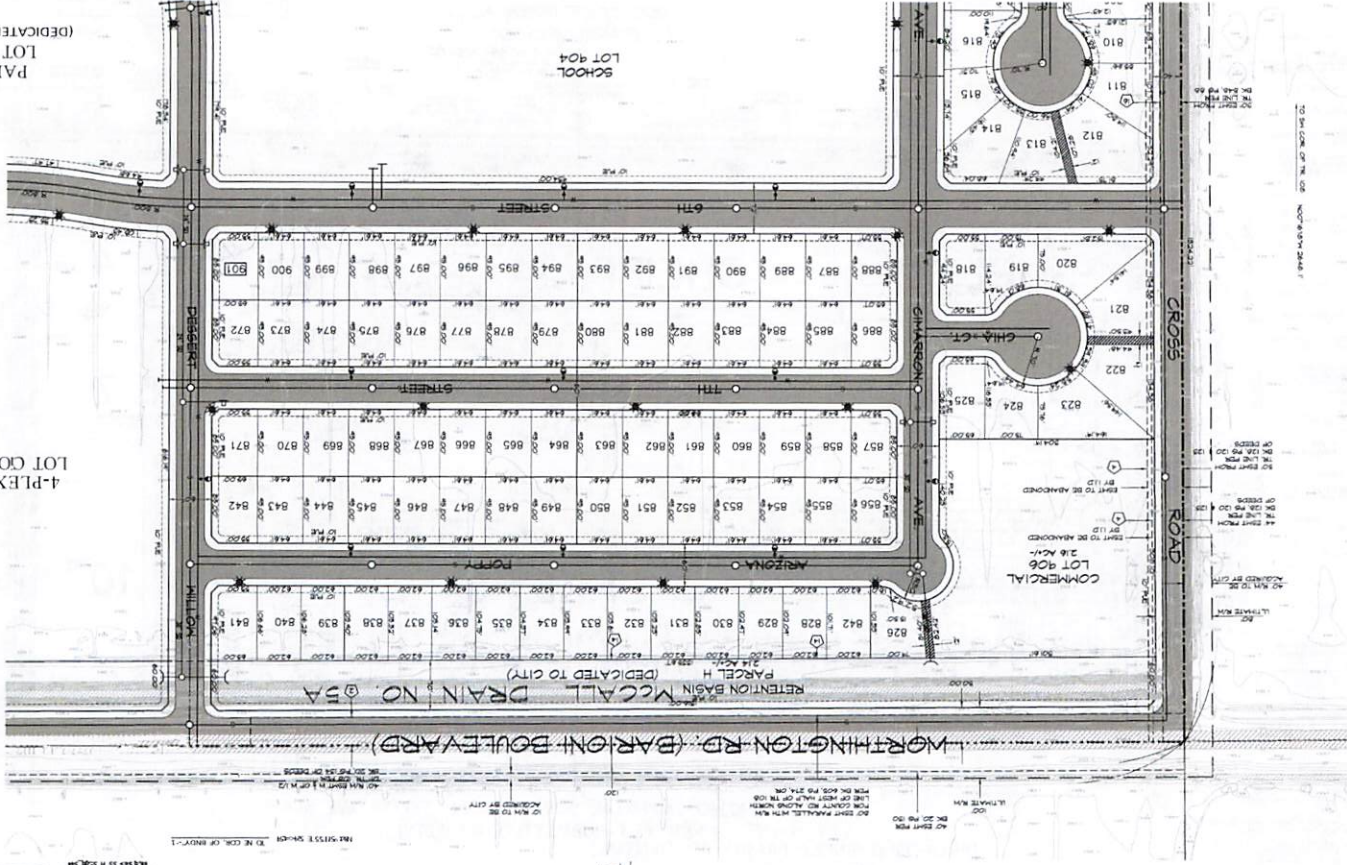
J:\DEB\LAFCO\Forms\2014 Forms\Indemnification Agreement.doc Updated 06/30/2014

EXHIBIT C

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION

A MASTER PLANNED COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

101 TR.

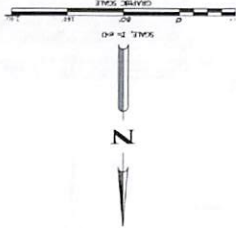


SEE SHEET 5

PARK
LOT C703
(DEDICATED TO CITY)

4-PLEX
LOT 605

SEE SHEET: 3



Sheet 1	Sheet 2	Sheet 3
Sheet 4	Sheet 5	Sheet 6
Sheet 7	Sheet 8	Sheet 9

LEGEND:

	STREET LIGHT
	NO. 1 TALKY LANE
	NON-SOLIDITY STREET LANE
	NO. 2 STREET LIGHTS LANE
	LANE FINE ROADWAY
	NO. 3 TALKY LANE
	STANDARD ROADWAY
	NON-SOLIDITY CANON ROADWAY
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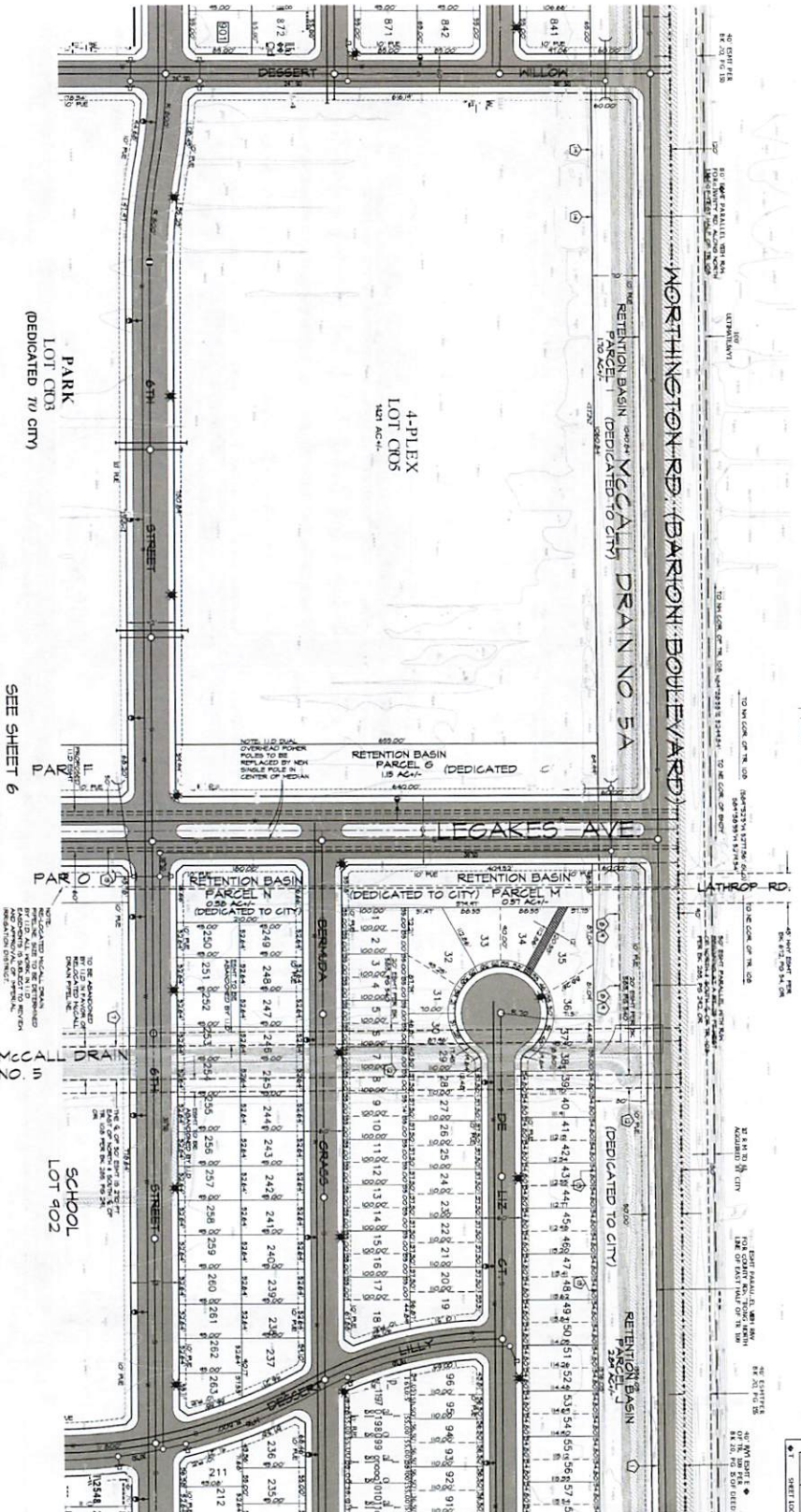
12	2	DEVELOPMENT DESIGN & ENGINEERING, INC. 10000 W. 10TH AVE., SUITE 200 DENVER, CO 80202 TENTATIVE MAP WESTING TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION OWNER OF REMAINDER, CARRIZO VALLEY 10000 W. 10TH AVE., SUITE 200 DENVER, CO 80202 27710 JEFFERSON AVE. DENVER, CO 80202 FAX (303) 855-7444 
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EXHIBIT C

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION

A MASTER PLANNED COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

TR 107



ENCANTO ESTATES SUBDIVISION 2700 IMPERIAL AVE IMPERIAL, CA 92541 ENCANTO ESTATES SUBDIVISION	TENTATIVE TRACT MAP VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION ENCANTO ESTATES SUBDIVISION	3 12
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VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION
A MASTER PLANNED COMMUNITY IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA

10-11



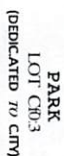
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S-ETT 3	S-ETT 8	S-ETT 7
S-ETT 6	S-ETT 9	S-ETT 5

S-ETT LOC. A/DON

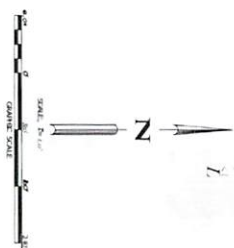
 DEVELOPMENT DESIGN & ENGINEERING, INC. TENTATIVE MAPS, INC. 2719 JEFFERSON AVE. TOMBALL, TX 77480 (281) 491-3100	TENTATIVE MAP		TRAC
	YES/STIN TENTATIVE TRACT MAP - EXCANTO ESTATES SUBDIVISION		4
OFFICE OF AGRICULTURE	DATE	TRAC	12
RECEIVED	DATE	TRAC	12

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION
A MASTER PLANNED COMMUNITY IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA

4-PLEX
LOT 905



SEE SHEET 8

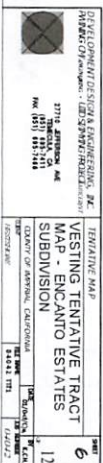


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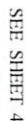
DEVELOPMENT DESIGN & ENGINEERING
 INCORP. • CHICAGO, ILL. • U.S.A. • 1989
 27710 SPRINGDALE AVE.
 THIRDELL, CA 94593
 TEL: (916) 885-7611
 FAX: (916) 888-7668

TENTATIVE MAP				
YES/STIN'S TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION				
COUNTY OF IMPERIAL, CALIFORNIA				
DATE	FILE NO.	SHEET NO.	TOTAL SHEETS	
7/20/2016	16-0002	1	1	

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION
A MASTER PLANNED COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



A MASTER PLANNED COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



FILE

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STREET NAME
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NORTH SIDE
SOUTH SIDE
...BAY ...
Hwy 101 S

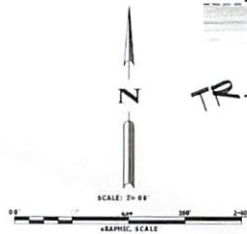
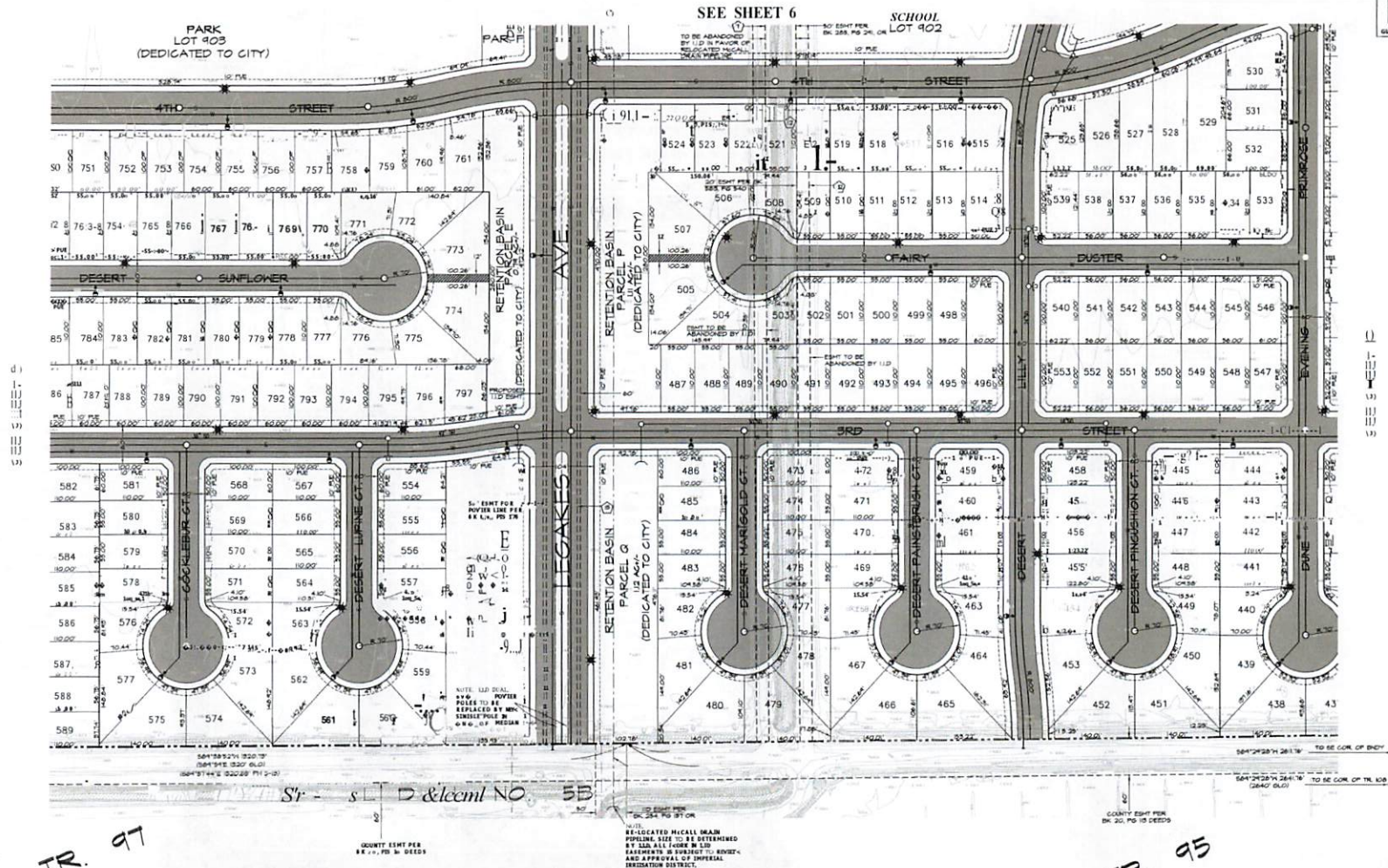
Hwy 101 N
Hwy 101 S

DISTANCE TO PARKING
PARKING AC. FRONT
DISTANCE FROM (RELATIVE TO CITY)

SEE SHEET 10

		DEVELOPMENT DESIGN & ENGINEERING, INC. 37111 AMERICA AVE IRVING, CA 92614 (949) 853-7188	
TENTATIVE MAP VESTING TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION		1	
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DATE: 01/11/01		BY: [Signature]	
TITLE: [Blank]		SCALE: [Blank]	

A MASTER PLANNED COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



TR. 97

TR. 95

LEGEND,					
	STREET LIGHT		PUBLIC UTILITY EASEMENT		EXISTING A.C. PAVEMENT
	NEW WATER LINE		SUBDIVISION BOUNDARY		PROPOSED A.C. PAVEMENT
	NEW SANITARY SEWER LINE		NEW STORM DRAIN GUTTER BASIN		12 PEDESTRIAN LINK (DESIGNATED TO GTD)
	NEW STORM DRAIN LINE		NEW STORM DRAIN GUTTER BASIN		EASEMENT (SEE SHEET D)
	NEW FIRE HYDRANT		SEWER ELEVATIONS		EASEMENT LINE

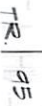
DEVELOPMENT DESIGN & ENGINEERING, INC.
PWNINGHAM, MA 01970-1000
TEL: (508) 548-1111 FAX: (508) 548-1112

 27710 JEFFERSON AVE
TEMECULA, CA
(951) 695-7421
FAX (951) 695-7446

TENTATIVE MAP		1987
VESTING TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION		9 12
COUNTY OF IMPERIAL, CALIFORNIA		12
CITY	SEE MAP 21 S. 12th	12
NESTHORE	SEE MAP 40042 101	12
NESTHORE	SEE MAP 40042 101	12

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION

SEE SHEET 1

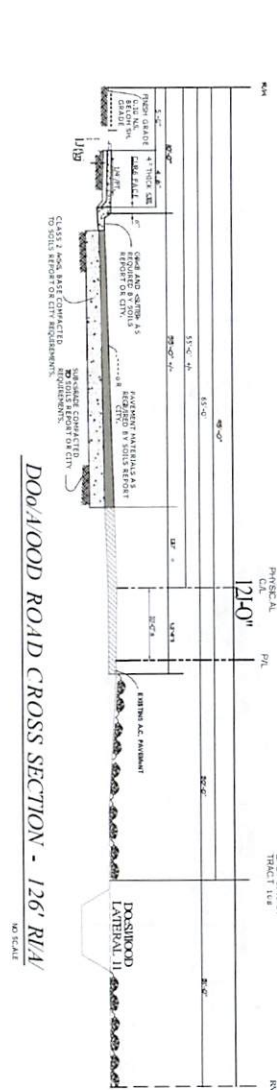
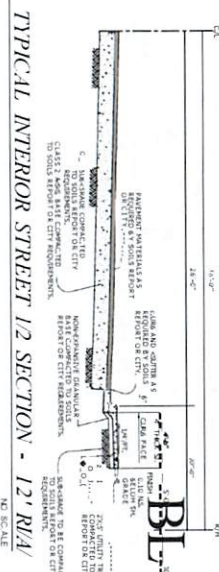
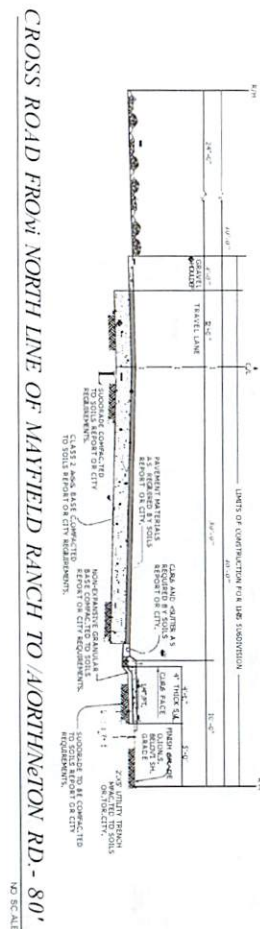
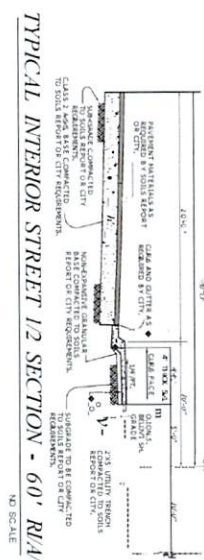
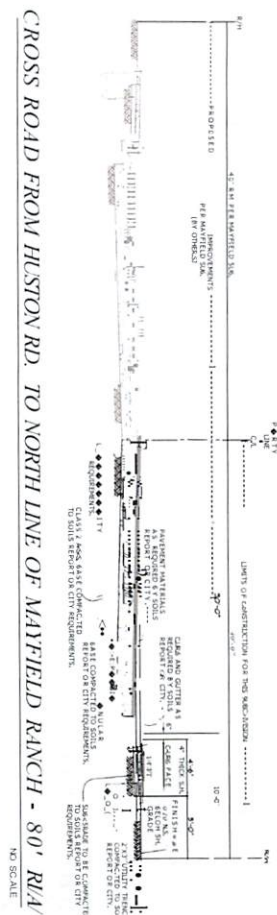


40

 THE AMERICAN LAND CONSERVANCY, INC. 12711 JEFFERSON AVE SUNNYVALE, CA 94086 TEL (415) 952-3140	DEVELOPMENT DESIGN ENGINEERING, INC. 19100 E. Colfax Ave. • DENVER, CO 80202 • 333-3339	
	TERMINAL MAP VESTING TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION	
COASTAL & GENERAL ENGINEERING 10001 PACIFIC BLVD. REDWOOD CITY, CA 94063	10 12	10 12

EXHIBIT C

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION
A MASTER PLANNED COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



LEGEND

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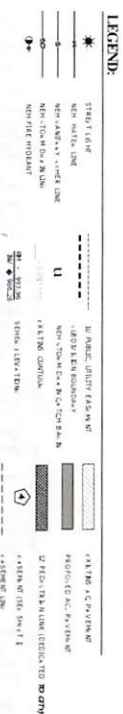
DEVELOPMENT DESIGN & ENGINEERING, INC.
2775 AMERICAN AVE.
SUITE 100
SAN DIEGO, CA 92108
(619) 591-1111
FAX (619) 591-1112

VESTINS TENTATIVE TRACT
MAP - ENCANTO ESTATES
SUBDIVISION

SECTION 12
PAGE 12

VESTINS TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION

A MASTER PLAN* - COMMUNITY IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



12	INITIATIVE MAP	
12	VESTING TENTATIVE TRACT MAP - ENCANTO ESTATES SUBDIVISION	2770 GREENWAY AVE TUCUMAN, CA 95702 POC: 937-837-3444
9	CDLANTY OF MARIETTA, CALIFORNIA	
12	94042 TR	94042 TR 94042
9	94042	94042 94042

DATE SUBMITTED 9/23/22 _____
 SUBMITTED BY AB/mb _____
 DATE ACTION REQUIRED 10/5/22 _____

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: APPROVAL OF RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO PURCHASE AND SALE AGREEMENT TO SELL PORTION OF CITY OF IMPERIAL RIGHT-OF-WAY ALONG IMPERIAL AVENUE TO 5TH STREET DEVELOPMENT, LLC
DEPARTMENT INVOLVED:	City Manager / Community Development
BACKGROUND/SUMMARY: The City of Imperial has worked successfully with 5th Street Development, LLC on a new Post Office, McDonald's and Starbucks at the NW Corner of Highway 86 and 15th Street. All three businesses are now open and are actively serving community needs. The Developer has requested that the City of Imperial sell him a portion of City Right-of-Way that is located on the east side of Imperial Avenue just north of the Post Office and south of Belford Road. The Developer is working to make application with the City of Imperial on a project that would encompass said Right-of-Way along with the remaining portion of land already owned by the Developer north of the Post Office (and south of Belford Road). The Developer would pay the City \$50,000 for the Right-of-Way. The Developer would not complete acquisition of the Right-of-Way unless/until the City of Imperial entitles the project he is contemplating. At time of entitlement, the City is likely to place conditions within the Conditions of Approval that will provide improved traffic circulation in that area including connecting Belford Road to Highway 86. The authorization sought through the Resolution provides the City Manager and/or his designee the authority to execute appropriate agreement(s) between the City of Imperial and 5th Street Development to consummate the proposed transaction.	
FISCAL IMPACT: The City of Imperial will receive \$50,000 as consideration for the acquisition of about 20,000 square feet of Right-of-Way at such time the transaction is consummated.	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: Staff recommends that the City Council approve the attached Resolution authorizing the City Manager (Dennis Morita) to enter into appropriate documents, including, but not limited to, a Purchase and Sale Agreement with 5 th Street Development to sell a portion of Right-of-Way on Imperial Avenue. ATTACHMENT(S): Resolution 22-ZZZ Purchase and Sale Agreement with Map showing subject Right-of-Way	DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: City Manager concurs with staff recommendation.	
CITY MANAGER'S INITIALS	
MOTION:	
SECONDED: AYES: ABSENT:	
APPROVED: DISAPPROVED: REFERRED TO:	
REJECTED: DEFERRED:	

RESOLUTION NO 2022-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE SALE OF APPROXIMATELY 20,000 SQUARE FEET OF RIGHT OF WAY ON IMPERIAL AVENUE AND THE AUTHORIZING CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO EFFECTUATE SAID SALE

THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES HEREBY RESOLVE AS FOLLOWS:

Whereas, The City of Imperial desires to expand its local economy by bringing new businesses that serve the needs of residents and visitors alike, and,

Whereas, 5th Street Development, LLC has completed construction of a new United States Post Office, McDonalds and Starbucks on land adjacent to the subject property, and,

Whereas, 5th Street Development, LLC owns land north of the United States Post Office and south of Belford Road that could host another retailer, and,

Whereas, Development of the site north of the United States Post Office and south of Belford Road would result in significant and substantial improvements to Imperial Avenue, Belford Road and link Belford Road to Highway 86.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL HEREBY FIND, DETERMINE AND ORDER AS FOLLOWS:

1. The sale of 20,000 of Right-of-Way along Imperial Avenue adjacent to land currently owned by 5th Street Development, LLC will produce \$50,000 in income to the City of Imperial.
2. The development of the site already owned by 5th Street Development incorporating the subject Right-of-Way will result in additional retail/services needed by residents and visitors.
3. The development of the site already owned by 5th Street Development incorporating the subject Right-of-Way will result in improved traffic circulation in the area.
4. The City Manager is hereby authorized to enter into a Purchase and Sale Agreement to sell subject Right-of-Way to 5th Street Development, LLC.
5. The City Manager is authorized and directed to take all actions necessary and convenient to implement the Purchase and Sale Agreement described in this Resolution. Further, the City Manager, in consultation with the City Attorney is hereby provided authority to make minor changes to the Purchase and Sale Agreement as to affect the overall objective of the transaction.

6. Certification. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial this 5th Day of October, 2022.

Geoff Dale, Mayor

ATTEST:

Alexis Brown, Assistant City Manager and Deputy City Clerk

[SEAL]

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

I, Alexis Brown, Deputy City Clerk of the City of Imperial, do hereby certify that the forgoing Resolution No. 22- was duly and regularly adopted by the City Council of the City of Imperial at a meeting thereof held on the 5th day of October, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alexis Brown, Deputy City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 26th day of August, 2022 ("Effective Date") between **CITY OF IMPERIAL** ("Seller") and **5th Street Development Imperial, LLC a California limited liability company**, or its assignee ("Buyer"). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, a to-be-created parcel pursuant to Paragraph 4.D. below containing approximately 4 acres of land located at the southeast quadrant of 15th Street and Belford Rd in the City of Imperial, County of Imperial, State of California (the "Property") and more particularly described in Exhibit "A" attached hereto, upon the terms and conditions set forth in this Agreement.

2. **Financial Terms.**

A. **Purchase Price.** **Purchase Price.** The total "Purchase Price" shall be Fifty Thousand and No/100 Dollars (\$50,000.00).

B. **Deposit.** Within five (5) business days after the full execution and delivery of this Agreement, Buyer shall open an escrow account ("Opening of Escrow") with the Riverside office of First American Title Company ("Escrow Holder"). Within five (5) business days of Opening of Escrow, Buyer shall deliver funds (the "Deposit") in the amount of Five Thousand and No/100 Dollars (\$5,000.00) to Escrow Holder. Until 5:00 p.m. Pacific time on the last day of the Site Investigation Period, the Deposit shall remain refundable to Buyer if the transaction contemplated by this Agreement is not consummated for any reason whatsoever, provided that all expenses related to cancellation of the escrow are paid by Buyer. Thereafter, the Deposit and all interest that is earned by said funds shall be credited against the Purchase Price at Close of Escrow or otherwise disbursed in accordance with the terms of this Agreement.

C. **Balance.** The balance of the Purchase Price (after credit for the Deposit and interest accrued thereon) shall be paid by Buyer to Seller at the Close of Escrow, by cash, [title company or bank check, wire transfer or other customary means,] to an account designated by Seller.

3. **Close of Escrow.**

A. **Date.** The conveyance of the Property and the payment of the balance of the Purchase Price ("Close of Escrow") shall take place at the office of Escrow Holder, during normal business hours, within thirty (30) days following satisfaction of all of the conditions set forth in paragraph 4 below.

- B. Conveyance. At Close of Escrow, upon the receipt of the Purchase Price, Seller shall deliver to Buyer a Grant Deed in recordable form, conveying fee simple title to the Property, subject only to current real property taxes and those title exceptions approved by Buyer, and free of all contracts, leases and like documents, except as approved by Buyer in writing, together with a Seller-paid ALTA policy insuring such title in Buyer. Seller shall also execute and deliver to Buyer a certification, acceptable to Buyer, setting forth Seller's address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue and Code of 1986, as amended. In addition, Seller shall execute and deliver to Buyer evidence satisfactory to Buyer that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended (or comparable regulations of other jurisdictions) and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant to such provisions.
- C. Costs and Prorations. Real estate taxes, outstanding assessments that are not liens on the Property, fire and extended coverage insurance premiums, rent, utilities and operating expenses (as applicable) shall be prorated as of the date of Close of Escrow. Seller shall pay any transfer taxes and recording fees. Seller and Buyer shall each pay one-half (1/2) of any escrow fees and each party shall pay its own attorneys' fees and costs.
- D. Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.
4. Approval Periods.
- A. Title Matters. Within twenty (20) days after the Opening of Escrow, Seller shall furnish to Buyer, at Seller's expense, a preliminary title report and binder on the Property, copies of all exceptions, conditions, covenants and restrictions affecting the Property, and a copy of all rental agreements and other evidence of the potential rights of anyone other than Seller to the Property ("Title Commitment"). The Title Commitment shall be issued by First American Title Company ("Title Company") and shall show good and marketable title in Seller.
- B. Site Investigation Period. Buyer shall have one hundred eighty (180) days following Opening of Escrow ("Site Investigation Period") to enter upon the Property and investigate whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended purpose. The investigation may include, without limitation, soil and sub-soil conditions, wetland demarcations, environmental, engineering, surveys, land use and planning, utility and other studies. Any such entry shall be at Buyer's expense and risk (holding Seller harmless from any claims for injury to person or property arising from Buyer's activities on the Property), but shall not constitute a taking of possession, and Buyer shall return each test location to substantially its original condition. This investigation may

also include (i) obtaining final approval by a major tenant for the development of a store on the Property and (ii) dealing with governmental bodies with authority over the Property. Should Buyer determine that the Property is not suitable, Buyer shall provide written notice of same to Escrow Holder within five (5) days after the end of the Site Investigation Period and the Deposit shall then be promptly returned to Buyer and this Agreement shall be terminated with no further obligations to either party.

- C. Development Approvals. If the Property needs to be rezoned, replatted, its permitted use changed or similarly redesignated or have building permits issued ("Development Approvals"), Buyer shall have one hundred eighty (180) days from the end of the Site Investigation Period to use reasonable efforts to accomplish such Development Approvals ("Development Approval Period"). Buyer shall pay all costs of Development Approvals, and Seller will cooperate (at no cost) in that effort.
- D. Creation of Parcel. Prior to the Close of Escrow, Buyer and Seller shall cooperate with the creation of a legal parcel for the Property as defined in Paragraph 1 above. Buyer shall be responsible for drafting all documents required for the creation of such parcel and Seller shall cooperate with the processing of all required applications and approvals.
- E. Disposition and Development Agreement. This transaction is subject to a finding of Public Benefit and Disposition and Development Agreement by the City of Imperial City Council.

5. Seller's Warranties. Seller represents and warrants, to induce Buyer to enter into the Agreement, in addition to any other representations herein, as of the date hereof and the date of Close of Escrow (and all representations and warranties shall survive the Close of Escrow) that:

- A. Seller owns good and marketable fee simple title to the Property;
- B. Seller has the authority to execute this Agreement and transfer title as stated;
- C. At Close of Escrow, title to the Property will be free and clear of all leases, liens, easements, covenants, restrictions, parties in possession and/or special encumbrances, except title exceptions permitted by Buyer;
- D. To the best of Seller's actual knowledge after investigation, the Property, including soil, sub-soil, surface and ground water, improvements and anything else on or under the Property now is and at Close of Escrow will be free of all contamination including but not limited to asbestos, hazardous waste or hazardous substances, as defined by applicable federal and state laws, and by the Resource Conservation and Recovery Act of 1976, as amended and regulations thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the California Hazardous Waste Control Act, the California Health and Safety Code, or similar and applicable laws and regulations. Seller

further has neither been advised of nor received any notice regarding any contamination affecting the Property;

- E. There are no violations of any laws or regulations of applicable governmental authorities affecting the Property, nor are there any governmental or other actions or legal proceedings pending or threatened against Seller or the Property;
- F. There are no special assessments or eminent domain proceedings pending or threatened against Seller or the Property;
- G. The Property has full, free and adjacent access to and from public highways and roads and there are no facts or conditions which would result in such access being altered; and
- H. From and after the date hereof and until Close of Escrow, Seller will maintain the Property in good order and condition and not permit or commit waste thereon.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the actual knowledge of (i) the City of Imperial, (ii) all employees or agents of Seller with supervisory responsibilities concerning the Property, and (iii) such other persons at a management or supervisory level who would, in the ordinary course of their responsibilities as employees or agents of Seller, receive notice from other agents or employees of Seller or from other persons or entities of any of the matters described in the representations and warranties in this Agreement which are limited by the knowledge of Seller.

6. Condemnation. If, prior to Close of Escrow, any part of the Property is taken pursuant to eminent domain proceedings (or private purchase in lieu thereof), or any such proceedings commence, then Buyer may elect by written notice to Seller either to terminate this Agreement or proceed to Close of Escrow with an adjustment in the Purchase Price equal to any condemnation award or payments received or to be received by Seller. Upon any such termination pursuant to this paragraph, this Agreement shall be terminated without any rights or obligations from or to either party and the Deposit shall be promptly returned to Buyer. Notwithstanding the foregoing, there is no litigation pending or, after due and diligent inquiry, to Seller's knowledge, threatened, against Seller that arises out of the ownership of the Property or that might detrimentally affect the value, ownership, use or operation of the Property or the ability of Seller to perform its obligations under this Agreement. Seller shall notify Buyer promptly of any such litigation of which Seller becomes aware.

7. Default. If either party fails either to waive a condition or to terminate this Agreement, and because of such failure the other party wants to claim a default, the other party shall give written notice specifying the nature of the failure to the alleged defaulting party, who shall have thirty (30) days (or such time as is reasonable if the failure cannot be reasonably cured in thirty (30) days) to cure the failure. If the failure is on the part of the Seller, Buyer may terminate this Agreement, elect to cure the failure on behalf of Seller, or seek specific performance and/or damages. If the failure is on the part of Buyer, Seller's exclusive remedy shall be to receive the Deposit as full liquidated damages.

IN THE EVENT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT (TO THE EXTENT DEPOSITED INTO ESCROW BY BUYER) SHALL BE PAID TO AND/OR RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389.

Seller's
Initials _____

Buyer's
Initials _____

8. Successors and Assigns. Buyer shall have the absolute and unconditional right at any time and from time to time to assign this Agreement to any person or entity controlled by, controlling, or under common control with, Buyer; provided, however, all other assignments shall require the consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the provisions of the immediately preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, assigns and successors in interest.

9. Assignment. Buyer shall provide Seller with a copy of any assignment within ten (10) days after the effective date of any such assignment. Thereafter, Seller shall look only to the assignee for the performance of all of Buyer's obligations under this agreement.

10. 1031 Exchange. At the sole option of Seller, Seller may elect to consummate the transaction as a simultaneous or non-simultaneous like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and requiring Buyer to cooperate with Seller (by executing such documents and taking such actions as may be reasonably necessary) to effectuate the transaction as a like-kind exchange. Buyer is to be at no cost or expense in the exchange and shall not be required to take title to any other property, nor is the Close of Escrow to be delayed, due to Seller's exercise of this provision.

11. Brokers. The parties represent and warrant that neither party is represented in this transaction and no commissions are due.

12. Costs of Litigation. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing party. Such fees and costs shall include post-judgment fees, costs and expenses incurred on appeal or in collection of any judgment. This

provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

13. Additional Consideration. This transaction is subject to notice by the City of Imperial to applicable local, state and federal agencies of intent to dispose of property for public benefit purposes.

14. Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term and provision of this Agreement.

15. Entire Agreement. This document is the full agreement between the parties regarding the subject matter hereof and may only be altered in a writing signed by both the parties. This Agreement shall not be strictly construed for or against any party. Each party acknowledges that its independent counsel has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. Acceptance. To evidence their agreement with the foregoing and their intent to be legally bound, the parties have executed this Agreement as of the Effective Date.

[Signatures on following page.]

SELLER:

City of Imperial

By _____

Title _____

Date _____

Notice Address:

BUYER:

**5th Street Development Imperial, LLC
a Delaware limited liability company**

By _____
Christopher Peto

Notice Address:

**5th Street Development Imperial, LLC
1011 Camino Del Mar #258**

Del Mar, Ca 92014

EXHIBIT "A"
(Description of Property)

