

**AGENDA
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
OCTOBER 6, 2021
CLOSED SESSION 6:00 PM
OPEN SESSION 7:00 PM**

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. Email public comments to cityclerk@cityofimperial.org by 5:00 pm on Wednesday, October 6, 2021. Comments received by 5:00 pm will be read into the record during the regular meeting.

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

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

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

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

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

CITY COUNCIL ADJOURNS CLOSED SESSION

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. CONSENT AGENDA:

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

D-1. Approval of claims/warrants report.

D-2. Approval of the continuation of emergency declared by Resolution No. 2021-51.

D-3. Approval for the purchase of maintenance equipment parts for screening system at the Waste Water Treatment Plant.

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

E-1. SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH SUBDIVISION UNIT 2A – SCHOOL SITE (LOT "E" PER FM 23/31)

1. APPROVAL AND ACCEPTANCE OF EARTH PAD IMPROVEMENTS FOR THE EDIFICATION OF THE SCHOOL ON LOT "E"
2. AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC.

E-2. SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH UNIT 3D FINAL MAP

1. APPROVAL OF FINAL MAP AND SUBDIVISION AGREEMENT FOR VICTORIA RANCH UNIT 3D
2. AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS

E-3. SUBJECT: DISCUSSION/ACTION: ENGINEERING SERVICES FOR WATER TREATMENT PLANT SHOP TANK RECOATING

1. APPROVAL FOR THE PURCHASE OF ENGINEERING SERVICES FOR SHOP TANK RECOATING PROPOSAL 014921a WITH WEBB AND ASSOCIATED NOT TO EXCEED THE AMOUNT OF \$20,743.00.

E-4. SUBJECT: DISCUSSION/ACTION: ENGINEERING SERVICES FOR WATER TREATMENT PLANT SCADA IMPROVEMENTS

1. APPROVAL FOR THE PURCHASE OF ENGINEERING SERVICES FOR SCADA IMPROVEMENTS FOR TANK FILL, PROPOSAL 014921b WITH WEBB AND ASSOCIATES NOT TO EXCEED THE AMOUNT OF \$39,164.00.

E-5. SUBJECT: DISCUSSION/ACTION: ENGINEERING SERVICES FOR PUBLIC SERVICES MAINTENANCE BUILDING

1. APPROVAL FOR THE PURCHASE OF ENGINEERING SERVICES FOR MAINTENANCE BUILDING DESIGN, PROPOSAL 014921c WITH WEBB AND ASSOCIATES NOT TO EXCEED THE AMOUNT OF \$113,884.00.

E-6. SUBJECT: DISCUSSION/ACTION: IMPERIAL PUBLIC LIBRARY

1. APPROVE AD ADOPT BY-LAWS OF THE BOARD OF TRUSTEES FOR THE CITY OF IMPERIAL PUBLIC LIBRARY

E-7. SUBJECT: DISCUSSION/ACTION: ASSEMBLY BILL 361

1. APPROVAL OF RESOLUTION NO. 2021-56 TO ADOPT CERTAIN PROVISIONS INCLUDED IN AB 361 RELATING TO TELECONFERENCE AND PUBLIC MEETINGS.

F. REPORTS:

F-1. SUBJECT: DEPARTMENT REPORTS.

F-2. SUBJECT: CITY MANAGER REPORT.

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

ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, OCTOBER 20, 2021 AT 7:00 P.M.

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

Check Register Report

Date: 10/01/2021

Time: 3:44 pm

Page: 1

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
100820	09/16/21	Printed			4207	ALEXIS CHALUPNIK		450.12
100821	09/16/21	Printed			6474	ANTHONY LOPEZ		297.00
100822	09/16/21	Printed			1066	AT & T		3,182.29
100823	09/16/21	Printed			6933	AT&T		44.63
100824	09/16/21	Printed			5653	CARLA BANALES		32.15
100825	09/16/21	Printed			1287	DEMCO, INC.		283.62
100826	09/16/21	Printed			5134	FORENSIC DRUG TESTING SERVICES		354.97
100827	09/16/21	Printed			1403	IMPERIAL COUNTY SHERIFF'S OFFI		762.08
100828	09/16/21	Printed			1403	IMPERIAL COUNTY SHERIFF'S OFFI		22.00
100829	09/16/21	Printed			6461	KARIN EUGENIO		450.12
100830	09/16/21	Printed			7499	KATIE BURNWORTH		297.00
100831	09/16/21	Printed			696	LEONARD BARRA		297.00
100832	09/16/21	Printed			5637	ROBERT AMPARANO		450.12
100833	09/16/21	Printed			1265	SUPERIOR READY MIX CONCRETE LP		500.35
100834	09/16/21	Printed			5639	WAGeworks, INC		50.00
100835	09/16/21	Printed			487	XPRESS LUBE		195.81
100948	09/20/21	Printed			028	IMPERIAL IRRIGATION DISTRICT		6,873.09
100949	09/20/21	Printed			7458	MUHAMMAD NASIR		30.00
100953	09/23/21	Printed			023	AIRWAVE COMMUNICATIONS		67.50
100954	09/23/21	Printed			1119	ALBERT VALENZUELA		378.00
100955	09/23/21	Printed			4207	ALEXIS CHALUPNIK		1,580.00
100956	09/23/21	Printed			5956	AMAZON CAPITAL SERVICES		688.15
100957	09/23/21	Printed			6306	AMERICAN FIDELITY ASSURANCE		6,477.98
100958	09/23/21	Printed			1851	AT&T LONG DISTANCE		120.06
100959	09/23/21	Printed			2173	ATEN EXPRESS INC		408.00
100960	09/23/21	Printed			5994	AUTOZONE INC.		3.76
100963	09/23/21	Printed			4400	BABCOCK LABORATORIES, INC.		6,155.10
100964	09/23/21	Printed			250	BLUE SHIELD OF CALIFORNIA		32,265.65
100968	09/23/21	Printed			7158	BLUETARP FINANCIAL, INC.		3,278.06
100969	09/23/21	Printed			455	CALIFORNIA STATE	DISBURSEMENT	726.46
100970	09/23/21	Printed			3669	CANON		647.97
100971	09/23/21	Printed			6222	CODE EXXPRTS, LLC		845.79
100972	09/23/21	Printed			6857	COUNTY MOTOR PARTS CO, INC		24.78
100973	09/23/21	Printed			3135	COUNTY OF SAN DIEGO, RCS		1,824.00
100974	09/23/21	Printed			7478	CR ASSOCIATES, INC		29,418.66
100975	09/23/21	Printed			6105	DELL FINANCIAL SERVICES		23,344.66
100976	09/23/21	Printed			1573	DEPARTMENT OF JUSTICE		32.00
100977	09/23/21	Printed			2815	DEVELOPMENT MANAGEMENT GROUP		3,237.50
100978	09/23/21	Printed			7252	DM2 CONNECTIONS		1,051.31
100979	09/23/21	Printed			019	FERGUSON ENTERPRISES, INC.		504.01
100980	09/23/21	Printed			7376	FIRST LOAN		75.10
100981	09/23/21	Printed			7132	FRESNO FIRST BANK		15,359.46
100982	09/23/21	Printed			6844	GRACIELA RUIZ		70.46
100983	09/23/21	Printed			2181	HARRIS COMPUTER SYSTEMS		156.24
100984	09/23/21	Printed			264	HINDERLITER, DE LLAMAS &		1,421.99
100985	09/23/21	Printed			2096	HOME DEPOT CREDIT SERVICES		675.24
100986	09/23/21	Printed			1485	HOWES, WEILER & ASSOCIATES		16,409.21

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
100987	09/23/21	Printed			7501	IAPF		395.00
100988	09/23/21	Printed			1190	ICMA RC		890.00
100989	09/23/21	Printed			4271	IMPERIAL COUNTY HUMANE SOCIETY		600.00
100990	09/23/21	Printed			1403	IMPERIAL COUNTY SHERIFF'S OFFI		1,293.09
100991	09/23/21	Printed			4264	IMPERIAL IRRIGATION DISTRICT		8,166.00
100992	09/23/21	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		4,855.00
100993	09/23/21	Printed			221	IMPERIAL PRINTERS		375.54
100994	09/23/21	Printed			320	INTERNAL REVENUE SERVICE		150.00
100995	09/23/21	Printed			344	J.P. COOKE CO.		105.30
100996	09/23/21	Printed			1587	JADE SECURITY SYSTEMS, INC.		59.99
100997	09/23/21	Printed			7500	JENEVIEVE FISHER		43.89
100998	09/23/21	Printed			868	K-C WELDING & RENTALS, INC.		36.78
100999	09/23/21	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		320.23
101000	09/23/21	Printed			3283	LANDSCAPE ROCK SUPPLY		129.30
101001	09/23/21	Printed			101	LINCOLN LIFE		1,254.67
101002	09/23/21	Printed			7502	MARCO CORONEL		425.00
101003	09/23/21	Printed			3296	MUNIMETRIX SYSTEMS CORP.		499.00
101004	09/23/21	Printed			7503	PABLO SANCHEZ		68.99
101005	09/23/21	Printed			2782	PRINCIPAL-SBD GRAND ISLAND		4,903.45
101006	09/23/21	Printed			5117	RECDESK LLC		3,200.00
101007	09/23/21	Printed			1637	ROMEO'S CAR WASH		319.00
101008	09/23/21	Printed			7343	ROVE ENGINEERING INC		32,537.50
101009	09/23/21	Printed			5706	SHI INTERNATIONAL CORP		5,475.86
101010	09/23/21	Printed			3262	SIMNSA HEALTH PLAN		12,836.28
101011	09/23/21	Printed			306	SOUTHERN CA		2,243.00
101012	09/23/21	Printed			091	STAPLES CREDIT PLAN		355.51
101013	09/23/21	Printed			6416	SUN DATA SUPPLY		294.14
101014	09/23/21	Printed			104	TEAMSTERS, LOCAL 542		1,630.00
101015	09/23/21	Printed			7443	TEXAS LIFE INSURANCE COMPANY		910.05
101016	09/23/21	Printed			1425	THE REINALT-THOMAS CORPORATION		579.47
101017	09/23/21	Printed			2008	UNITED PARCEL SERVICE		329.51
101018	09/23/21	Printed			944	UNITED WAY OF IMPERIAL COUNTY		7.00
101019	09/23/21	Printed			611	VERIZON WIRELESS		971.34
101020	09/23/21	Printed			487	XPRESS LUBE		87.38
101021	09/23/21	Printed			6818	YESENIA CASTILLO		91.49
101022	10/01/21	Printed			4207	ALEXIS CHALUPNIK		546.12
101023	10/01/21	Printed			2357	ALL VALLEY FENCE AND MATERIALS		279.29
101024	10/01/21	Printed			195	ALLIED WASTE		12,765.46
101025	10/01/21	Printed			5956	AMAZON CAPITAL SERVICES		1,424.10
101026	10/01/21	Printed			2081	ARAMARK UNIFORM SERVICE		2,381.07
101027	10/01/21	Printed			6370	BIG STATE INDUSTRIAL SUPPLY		484.55
101028	10/01/21	Printed			7158	BLUETARP FINANCIAL, INC.		186.64
101029	10/01/21	Printed			674	BRENNTAG		19,130.28
101030	10/01/21	Printed			529	CHARLES P. CROWLEY		759.21
101031	10/01/21	Printed			3029	CLAIREMONT EQUIPMENT		213.07
101032	10/01/21	Printed			514	CORE & MAIN LP		7,781.04

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
101033	10/01/21	Printed			2774	DEERE & COMPANY		16,585.50
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101035	10/01/21	Printed			6426	EFR ENVIRONMENTAL		1,250.00
101036	10/01/21	Printed			207	EL CENTRO MOTORS		36.25
101037	10/01/21	Printed			1123	EMPIRE SOUTHWEST, LLC		5,269.40
101038	10/01/21	Printed			6250	ENVIRONMENTAL WATER SOLUTIONS,		8,866.54
101039	10/01/21	Printed			2058	FASTENAL COMPANY		28.00
101040	10/01/21	Printed			019	FERGUSON ENTERPRISES, INC.		53.13
101041	10/01/21	Printed			7132	FRESNO FIRST BANK		14,576.88
101042	10/01/21	Printed			7506	GLADWELL GOVERNMENTAL SERVICES		480.00
101043	10/01/21	Printed			331	HACH COMPANY		5,032.08
101044	10/01/21	Printed			2096	HOME DEPOT CREDIT SERVICES		652.50
101045	10/01/21	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH		1,274.00
101046	10/01/21	Printed			028	IMPERIAL IRRIGATION DISTRICT		2,372.86
101047	10/01/21	Printed			1336	IMPERIAL LANDFILL- 4136		1,442.26
101049	10/01/21	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		1,003.66
101050	10/01/21	Printed			5033	INFO SEND INC.		2,856.49
101051	10/01/21	Printed			6365	JOHN DEERE FINANCIAL		48.50
101052	10/01/21	Printed			7505	JOHN MAESTAS		119.03
101053	10/01/21	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		99.96
101054	10/01/21	Printed			868	K-C WELDING & RENTALS, INC.		332.70
101055	10/01/21	Printed			2901	KIMBALL MIDWEST		3,178.55
101057	10/01/21	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		3,936.37
101058	10/01/21	Printed			3283	LANDSCAPE ROCK SUPPLY		204.72
101059	10/01/21	Printed			1996	LEE TIRE CO.		1,076.23
101060	10/01/21	Printed			2510	NTU TECHNOLOGIES, INC.		21,126.59
101061	10/01/21	Printed			079	ONE SOURCE DISTRIBUTORS		3,317.59
101062	10/01/21	Printed			4562	PET WASTE ELIMINATOR		258.60
101063	10/01/21	Printed			3899	PLUMMER UPHOLSTERY SHOP		81.24
101065	10/01/21	Printed			694	REXEL OF AMERICA, LLC		2,616.28
101066	10/01/21	Printed			6505	RICK'S ROADRUNNER		242.43
101067	10/01/21	Printed			7064	RINCON CONSULTANTS, INC.		4,983.75
101068	10/01/21	Printed			7504	RITA BROGAN		58.60
101069	10/01/21	Printed			7476	RONNIE MOSES		189.02
101070	10/01/21	Printed			957	SC FUELS		1,346.32
101071	10/01/21	Printed			1239	SHERWIN-WILLIAMS		356.76
101072	10/01/21	Printed			135	SOCALGAS		74.68
101073	10/01/21	Printed			091	STAPLES CREDIT PLAN		35.30
101074	10/01/21	Printed			1265	SUPERIOR READY MIX CONCRETE LP		1,234.49
101075	10/01/21	Printed			1100	USA BLUEBOOK		1,917.08
101076	10/01/21	Printed			6900	W.M. LYLES CO.		276,960.87
101077	10/01/21	Printed			5674	WAGEWORKS, INC		110.20
101078	10/01/21	Printed			1827	WILKINSON REAL ESTATE		26.11
101079	10/01/21	Printed			487	XPRESS LUBE		73.71

Total Checks: 137

Checks Total (excluding void checks):

680,574.42

Total Payments: 137

Bank Total (excluding void checks):

680,574.42

Total Payments: 137

Grand Total (excluding void checks):

680,574.42

DATE SUBMITTED

09/29/21

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

10/06/21

COUNCIL ACTION

()

PUBLIC HEARING REQUIRED

()

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

em

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

Emergency
Booster Pump
Station

DISCUSSION/ACTION:

1. Continue Emergency declared by Resolution 2021-51

DEPARTMENT INVOLVED: Public Services - WTP

BACKGROUND/SUMMARY:

A Variable Frequency Drive (VFD) has failed at a critical Booster Pump Station at the Water Treatment Plant. Currently, VFD is ordered and pending delivery to schedule install with Tess Electric.

FISCAL IMPACT: Unknown

FINANCE
INITIALS


STAFF RECOMMENDATION: Approve Continuance

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS


MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

RESOLUTION NO. 2021-51

**RESOLUTION DECLARING AN EMERGENCY, AUTHORIZING THE CITY
MANAGER TO TAKE SUCH ACTION AS MAY BE NECESSARY IN RESPONSE
THERE TO AND RATIFYING ACTION TAKEN TO DATE**

WHEREAS, the City of Imperial (“City”) operates a water treatment plant and pumping facility (“Facility”) which consists of approximately sixty-three (63) miles of distribution piping;

WHEREAS, the Facility supplies water to the residents and businesses of the City, as well as supplying water for fire suppression purposes; and

WHEREAS, during the summer months, particularly the month of August, the City has experiences high volumes of water use; and

WHEREAS, due to the amount of distribution piping, booster pumps are a necessary part of the Facility’s overall infrastructure, as booster pumps ensure that water from the Facility reaches all areas of the infrastructure at adequate and effective levels of pressure; and

WHEREAS, one of the booster pumps at the Facility (“Booster Pump”) has been compromised and its chassis is in need of repair. Without this repair the Booster Pump will not function properly causing water to be supplied at inadequate and ineffective levels of pressure; and

WHEREAS, a significant impact of inadequate and ineffective water pressure is the negative effect on fire suppression services and the ability of fire services to combat fires within the City, significantly endangering the public health and safety; and

WHEREAS, in order to safeguard the public health and safety and to protect property, it is necessary to take immediate action to repair the Booster Pump; and

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

WHEREAS, the City Council wishes to delegate authority to the City Manager to take such action as may be necessary to complete the repair the Booster Pump and associated repairs, ratify actions already taken and otherwise address the emergency as described herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and property, and hereby delegates to the City Manager the authority to take such immediate action as may be necessary to safeguard life, health, and property in connection with repairing the Booster Pump and associated repairs, in accordance with Public Contracts Code sections 20168 and 22050 and without otherwise complying with bid requirements required by law.
3. The City Council authorizes action set forth herein and further ratifies action authorized by the City Manager taken to date to address the aforementioned issue on the basis that the emergency described herein will not permit a delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

APPROVED, PASSED, AND ADOPTED, at the regular meeting of the City Council this 4th day of August, 2021.

Geoff Dale, Mayor Pro-Tem

ATTEST:

City Clerk

DATE SUBMITTED	<u>September 29, 2021</u>
SUBMITTED BY	<u>Public Services</u>
DATE ACTION REQUIRED	<u>October 6, 2021</u>

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WW Screening System DISCUSSION/ACTION:	
I. Discuss, Approve/Disapprove purchase of maintenance equipment parts for Screening System at Waste Water Plant.	
DEPARTMENT INVOLVED: Public Services - Waste Water	
BACKGROUND/SUMMARY: Requesting to purchase filter cartridge for screening system at Wastewater Treatment Plant to perform regular maintenance.	
FISCAL IMPACT: \$75,061.88 – Trojan Technologies Group. 100% Maintenance Waste Water	FINANCE INITIALS 
STAFF RECOMMENDATION: Approval	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED:	
AYES:	APPROVED ()
NAYES:	DISAPPROVED ()
ABSENT:	REJECTED () DEFERRED ()
REFERRED TO:	



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

Salsnes Cartridge Replacement

QUOTE

Original

QUOTE FOR: IMPERIAL CITY HALL
420 SOUTH IMPERIAL AVENUE
IMPERIAL, CA
92251-1637
UNITED STATES

SHIP TO: CITY OF IMPERIAL - WWTP
ATTN: CHRIS KEMP/WW OP II
701 EAST 14TH STREET
PH: 760-457-5772
IMPERIAL, CA
92251
UNITED STATES

FOR CUSTOMER SERVICE, CONTACT JUDY GEORGIJEV
VOICE - 1-800-291-0218/1-800-291-0213
FAX - 1-800-291-0083/1-800-290-6193
EMAIL - TrojanCPPartsUS@trojanuv.com

FORWARD AGENT:
CUSTOMER #: 475702
QUOTE #: 124931
QUOTE DATE: 09-13-2021
REFERENCE: PROJ 480037
LOB: S97 SALSNES AFTERMARKET PARTS

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
1.00	EA	NON-INVENTORY	69663.00	EA	69663.00
		COMPLETE FILTER CARTRIDGE W/ ALL MODIFICATIONS (LARGER MESH DRIVE SHAFT/BEARINGS, HEAVY DUTY PLASTICS ETC)			
1.00	EA	TRACKING		CAT	

GOODS	COSTS	TOTAL TAX	TOTAL USD
0.00	69663.00	5398.88	75061.88

DELIVERY TERMS: NO URGENCY FOR DELIVERY

PAYMENT TERMS:

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

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

GST# R105405385

THIS QUOTE EXPIRES: 12-31-2021

U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s

FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.

SOLD:

SHIP:

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

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

VICTORIA RANCH SUBDIVISION UNIT 2A – SCHOOL SITE (LOT “E” PER FM 23/31)

1. APPROVAL AND ACCEPTANCE OF EARTH PAD IMPROVEMENTS FOR THE EDIFICATION OF THE SCHOOL ON LOT “E”.
2. AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC.

DEPARTMENT COMMUNITY DEVELOPMENT
 INVOLVED:

BACKGROUND/SUMMARY:

City staff conducted regular field inspections during the construction of an earth pad for the future edification of a school on the above-referenced Lot “E”. A final walk through was completed on June 6, 2020. At this time, the earth pad was found to be completed accordingly to the approved improvement plans.

On 09/15/2021, per Agenda Item F3, the City Council approved an MOU with El Centro Elementary School District which specifies that the installation of ADA ramps and sidewalks within the City Right-of-Way surrounding the future school site will be built by the school district at its own expenses, on or before December 31, 2023.

Since the required improvements have been done and the MOU agreement has been approved, the developer contacted the Community Development Department requesting the partial reconveyance of said Lot “E”.

See attached Exhibits 1, 2 & 3 for details.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN
SERVICES
SIGN
INITIALS

VS

STAFF RECOMMENDATION:

1. Staff recommends approval and acceptance of earth pad improvements for the edification of the school on Lot “E”.
2. Staff recommends authorization of partial reconveyance to Imperial Ranch Partners, LLC.

DEPT.
INITIALS

OM

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDE
D:
AYES:
NAYES:
ABSENT:

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

Exhibit 1

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

VR6A
179 Sylvia Ct.
Imperial, CA 92251

ORDER NO. 528794
APN: 044-220-088-000

SPACE ABOVE THIS LINE FOR RECORDERS USE

PARTIAL RECONVEYANCE

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

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 1, 2021

The City of Imperial, a Municipal Corporation,
as Trustee

By: _____
Dennis Morita, City Manager

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

State of California

County of Imperial

On _____ before me _____, Notary Public personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

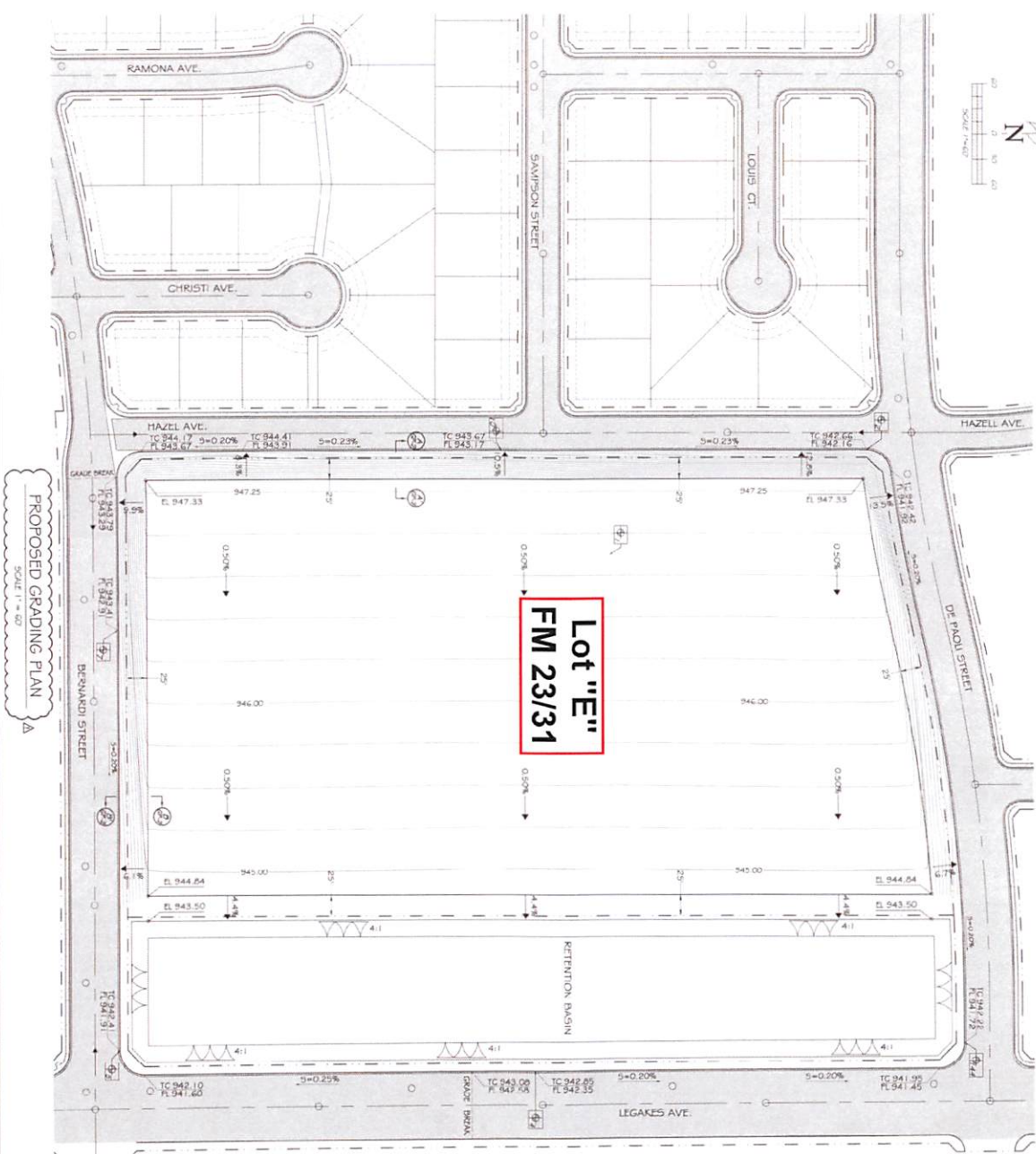
(seal)

EXHIBIT " A "
LEGAL DESCRIPTION

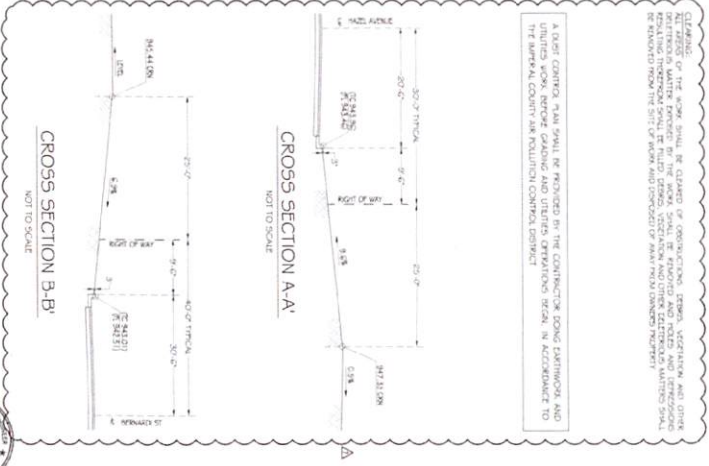
Lot E of Victoria Ranch Subdivision – Unit No. 2A, in the City of Imperial, County of Imperial, State of California, according to map on file in [Book 23, Page 31](#) of Final Maps on file in the Office of the County Recorder of Imperial County.

APN: 044-220-088-000

VICTORIA RANCH SUBDIVISION UNIT 2 SCHOOL SITE



PROPOSED GRADING PLAN
SCALE 1" = 40'



ALL UTILITIES OF THE WORK SHALL BE LOCATED BY THE CONTRACTOR DURING EXCAVATION AND OTHER PERTINENT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND DEEPENING ALL UTILITIES TO BE REMOVED FROM THE SITE OF WORK AND RECONSTRUCTED TO MEET THE CITY'S STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF IMPERIAL.

APPROVED
CITY OF IMPERIAL
DATE: 01-17-10



DRAWING NO. GP-2 SHEET 24	PROJECT DESCRIPTION VICTORIA RANCH SUBDIVISION UNIT 2 - PHASE 2C SCHOOL SITE	APPROVED BY DATE	CLIENT/OWNER IMPERIAL RANCH PARTNERS, LLC ADDRESS 208 N. MARSHALL AVENUE, EL CAJON, CA 92020 TELEPHONE	PREPARED BY DATE	NO. 1 DESCRIPTION NO. CITY OF IMPERIAL COMMENTS (Y/N) NO. CITY OF IMPERIAL COMMENTS (Y/N) NO. CITY OF IMPERIAL COMMENTS (Y/N)	DATE 01/17/10
	DRAWING DESCRIPTION PROPOSED GRADING PLAN LOCATION: HAZEL AVENUE, IMPERIAL, CA	CITY OF IMPERIAL ENGINEER CARLOS WILSON LICENSE NO. 44127			PREPARED BY JOSE CARLOS ROMERO LICENSE NO. 50429	DATE 01/17/10

Exhibit 3

Recording Requested by: City of Imperial

When Recorded, Mail to:

Attention: City Manager
City of Imperial
420 S Imperial Ave
Imperial, CA 92251

Assessor's Parcel No. 044-220-088-000

ABOVE SPACE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$0
(EXEMPT RECORDING REQUESTED - Gov. Code Section 6103)

**MEMORANDUM OF UNDERSTANDING REGARDING PUBLIC SIDEWALK
INSTALLATION FOR VICTORIA RANCH SCHOOL SITE
BETWEEN THE EL CENTRO ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF IMPERIAL**

This Memorandum of Understanding ("MOU") is entered into as of July 28, 2021, by and between the EL CENTRO ELEMENTARY SCHOOL DISTRICT ("District") and the CITY OF IMPERIAL ("City") with regard to construction of public sidewalks at the future District school site necessitated by the Victoria Place, LLC development project. The District and the City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on or about July 1, 2005, the District entered into a School Site Transfer Agreement and Escrow Instructions ("Transfer Agreement") with Victoria Place, LLC ("Owner") with regard to the District's need for future school facilities caused by the Owner's development project ("Project").

WHEREAS, the Owner has identified the portion of the Project property that will be dedicated for the District's future public school site ("Subject Property") and transferred to the District pursuant to the terms of the Transfer Agreement.

WHEREAS, the legal description of the Subject Property is attached hereto as **Exhibit A** and incorporated by reference herein.

WHEREAS, pursuant to the terms of the Transfer Agreement, the Owner agreed to make certain improvements to the Subject Property pursuant to the Project, as set forth in "Exhibit B" of the Transfer Agreement, which improvements include, but are not limited to, the construction

of public streets, concrete curbs and gutters, and underground utilities (hereafter, the "Owner Improvements").

WHEREAS, the Owner has now completed construction of the Project, including construction of the Owner Improvements, and intends to transfer the Subject Property to the District for the future school site.

WHEREAS, after transfer of the Subject Property to the District, the District intends to construct the sidewalks on the Subject Property that border on the public streets that are immediately adjacent to the Subject Property at the future time it undertakes construction of the school facilities for the proposed new school.

WHEREAS, that the District's obligations pursuant to this MOU, shall only apply to the sidewalks required on the Subject Property which shall be installed along the immediately adjacent public streets to the Subject Property and that certain other sidewalks not on the Subject Property but on the City streets highlighted in the diagram attached as Exhibit "B" have either already been installed by the Owner, and/or are not the responsibility of the District

WHEREAS, before it provides a final acceptance of the Owner's Project, the City seeks reassurance that the District will complete construction of the sidewalks on the Subject Property within the term of this MOU, unless otherwise mutually agreed to by the City and District.

WHEREAS, the parties intend this MOU to memorialize the District's commitment to the City that it will complete the construction of the sidewalks in accordance with the then applicable standards at the time it constructs the new school.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and mutually understand as follows:

TERMS

- A. **District's Obligation/Term of MOU.** The District agrees to complete design and construction of the public sidewalks adjacent to the public streets surrounding the Subject Property, at its own expense, on or before December 31, 2023, subject to the District's option/right to extend the term of this MOU for one additional two (2) year term if the District has not elected to commence the design and construction of the school site prior to the expiration of the initial term of this MOU. The City and District may also negotiate a mutually agreed upon amendment to this MOU before it expires if necessary to address the District's potential future design and construction process for the school site. The District shall also coordinate with and obtain the City's approval of the design and construction of the public sidewalks to be constructed on the Subject Property to ensure they meet all applicable standards and requirements at the time it commences design and construction of same.
- B. **Notices.** All written notices to be given under this MOU shall be given by first class mail, personal delivery, overnight mail or email pdf. to the Parties at the addresses set forth below, or at such address as the Party may provide to the other Parties in writing from time

to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication; (b) 48 hours after deposit in the United States mail, postage prepaid; or (c) otherwise, upon actual receipt. The Parties may, by written notice to the other Parties, from time to time modify the addresses or numbers to which communications are to be given hereunder.

Notices to the District: Attn: Superintendent El Centro Elementary School District 1256 Broadway El Centro, CA 92243 Office: (760) 352-5712	Notices to the City: Attn: City Manager City of Imperial 420 South Imperial Avenue Imperial, California 92251 Office: (760) 355-4373
--	---

- C. **Amendment.** No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- D. **Binding Effect.** All terms and conditions of this MOU shall be binding upon the parties, their successors and assigns. The benefits and burdens herein are intended, and shall, run with the land. This MOU represents the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties and recorded.
- E. **Right To Enforce Following Expiration of the MOU.** If the District has not installed the sidewalks prior to the expiration of this MOU and/or any applicable mutually agreed upon amendment thereto between the parties, then the City shall have the right to demand construction of the sidewalks be commenced within ninety (90) days written notice. The District shall be responsible for any costs incurred by the City incurred in enforcement of this MOU.
- F. **Entire Agreement.** This MOU constitutes the entire agreement between and among the Parties and supersedes all prior written or oral agreements.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first herein above written.

**EL CENTRAL ELEMENTARY
SCHOOL DISTRICT**

By: 
(Authorized Representative)

Printed Name: Jon LeDoux

Title: Superintendent

Dated: 07 / 28 / 2021

CITY OF IMPERIAL

By: _____
(Authorized Representative)

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT A

[LEGAL DESCRIPTION OF SUBJECT PROPERTY]

Remainder Parcel E of Victoria Ranch Subdivision – Unit No. 2A, in the City of Imperial, County of Imperial, State of California, according to map on file in Book 23, Page 31 of Final Maps on file in the Office of the County Recorder of Imperial County.

APN: 044-220-088-000

EXHIBIT B

**[RED LINES EQUAL DIAGRAM OF SIDEWALKS CURRENTLY INSTALLED &
YELLOW LINES EQUAL SIDEWALKS TO BE INSTALLED BY DISTRICT
ON SUBJECT PROPERTY]**



Agenda Item No. E-2

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

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

IMPERIAL CITY COUNCIL AGENDA ITEM

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

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

(Government Code §§ 66462 and 66463)

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

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Karin Eugenio, Mayor

SUBDIVIDER

By: _____
Chris Legakes

By: _____
Elizabeth Legakes

APPROVAL RECOMMENDED:

By: _____
Othon Mora, Community Development Director

FORM APPROVED - CITY ATTORNEY:

By: _____
Geoffrey P. Holbrook, City Attorney

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

.....

1. PARTIES, DATE AND LEGAL DESCRIPTION

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

2. IMPROVEMENTS

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

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

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

3. IMPROVEMENT SECURITY:

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

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

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

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

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

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

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

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

4. GUARANTEE AND WARRANTY OF WORK

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

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

5. PLANT ESTABLISHMENT WORK

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

6. IMPROVEMENT PLAN WARRANTY

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

7. NO WAIVER BY CITY

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

8. INDEMNITY

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

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

- C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor or any officer, agent, or employee of one or more of these.
- D. Non-Conditions. The promises and Agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or reviewed any plans or specifications in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.
9. COSTS
Subdivider shall pay when due all the costs of the Work including inspections thereof and relocating existing utilities required thereby
10. SURVEYS
Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the City Engineer before acceptance of any Work as complete by the City Council.
11. NON-PERFORMANCE AND COSTS
If Subdivider fails to complete the Work within the time specified in this Agreement and subsequent extensions, or fails to maintain the Work, the City may proceed to complete and/or maintain the Work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the City (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.
- Subdivider hereby consents to entry on the Subdivision property by the City and its forces, including contractors, in the event the City proceeds to complete and/or maintain the Work.
- Once action is taken by City to complete or maintain the Work, Subdivider agrees to pay all costs incurred by the City, even if Subdivider subsequently completes the Work. Should City sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by City in connection therewith, even if Subdivider subsequently proceeds to complete the Work.
12. RECORD MAP
In consideration hereof, City shall allow Subdivider to file and record the Final Map for said Subdivision.
13. MONUMENTATION SECURITY
Subdivider shall file or deposit with the City a monument bond or security as applicable in an

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

14. ENGINEERING FEES

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

15. DATE OF COMPLETION

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

16. FEES

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

EXHIBIT "A"

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

PARCEL 1:

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

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

ACKNOWLEDGMENT

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

State of California
County of Imperial)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

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

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

ABOVE SPACE FOR RECORDER'S USE ONLY

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

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

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

Parcel 1:

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

Parcel 2:

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

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

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

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

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

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

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

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

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

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

"GRANTOR"

Chris Legakes

Trustee of the Legakes Family Living Trust

By: Chris Legakes

Chris Legakes

Print Name

Owner

Title

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

(By Individual, Partnership or Corporation)

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

State of California
County of Imperial }

On August 17 2021 before me, Shawna Yescas, Notary
(insert name of the officer)

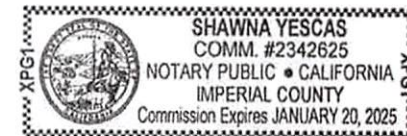
Public, Personally appeared Chris Legas

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

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

WITNESS my hand and official seal.

Signature



(Seal)

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

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

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

ABOVE SPACE FOR RECORDER'S USE ONLY

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

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

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

Parcel 1:

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

Parcel 2:

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

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

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

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

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

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

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

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

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

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

"GRANTOR"

Elizabeth Legakes

Trustee of the Legakes Family Living Trust

By: Elizabeth Legakes
Elizabeth Legakes
Print Name

owner
Title

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

(By Individual, Partnership or Corporation)

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

State of California
County of Imperial

On August 17 2021 before me, Shawna Yescas, Notary

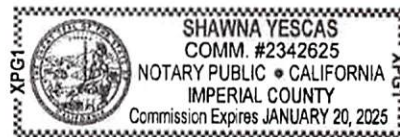
(insert name of the officer)

Public, Personally appeared Elizabeth Yescas

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

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

WITNESS my hand and official seal.



Signature [Signature] (Seal)



CLTA SUBDIVISION GUARANTEE

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

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

GUARANTEES

the Assured named in Schedule A of this Guarantee

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

Cathy R. Maxwell

Authorized Countersignature

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



Frederick H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

David Hisey
Secretary

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File No: 1212712-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1857

Page 1 of 7

EXCLUSIONS FROM COVERAGE

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

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

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Notice of Claim to be Given by Assured.

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

3. No Duty to Defend or Prosecute.

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

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

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

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

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File No: 1212712-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1857

Page 2 of 7

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

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

5. Proof of Loss or Damage.

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

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

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

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

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

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

7. Limitation of Liability.

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

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

10. Subrogation Upon Payment or Settlement.

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

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

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

11. Arbitration.

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

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

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

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

13. Severability

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

14. Choice of Law; Forum

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

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

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

15. Notices, Where Sent.

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1212712-2

Customer Reference:

Guarantee No.: G-2910-1857

Amount of Liability: \$1,000.00

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

Fee: \$400.00

1. Name of Assured:

Chris Legakes and Elizabeth Legakes, Trustee

2. Subdivision Map Reference:

Victoria Ranch Subdivision – Unit No. 3D

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

See Exhibit "A" Attached Hereto

4. ASSURANCES:

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

Owner: Chris Legakes and Elizabeth Legakes, Trustee

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1212712-2

Guarantee No.: G-2910-1857

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

Parcel 1:

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

Parcel 2:

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



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

Date: August 2, 2021

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

Electrical

STREET LIGHTS	EA.	6	\$5,000.00	\$30,000.00
UNDERGROUND ELECTRIC	EA.	46	\$1,750.00	\$80,500.00
				\$110,500.00

Earthwork

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

A.C. Pavement

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

Miscellaneous

MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	4	\$375.00	\$1,500.00
INSTALL STREET NAME SIGN	EA	4	\$375.00	\$1,500.00
STREET STRIPING	L.S.	1	\$4,000.00	\$4,000.00
WOOD BARRICADE	EA	3	\$3,750.00	\$11,250.00
STAKING	L.S.	1	\$20,000.00	\$20,000.00
SOIL TESTING	L.S.	1	\$8,000.00	\$8,000.00
				\$56,250.00

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

**NOTES:**

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

www.lcec-inc.com
tel 760.353.8110

1065 State Street
El Centro CA 92243

info@lcec-inc.com
fax 760.352.6408

DATE SUBMITTED 09/29/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/06/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Engineering Services Shop Tank	DISCUSSION/ACTION: I. Discuss, Approve/Disapprove the purchase of Engineering Services for Shop Tank Recoating Proposal 014921a with Webb & Associates.										
DEPARTMENT INVOLVED: WTP – Public Services											
BACKGROUND/SUMMARY: Harper and Associates Engineering, Inc. prepared a corrosion report dated October 2020 with various recommendations associated with the current condition of the Shop Potable Water Storage Tank. Included in the recommendations are the relining of the interior of the tank, recoating of the exterior of the tank, repair of visible corrosion damage in the tank and various safety, health, and code improvements. The work involved in Webb's proposal will address the recommendations in the report. Webb has been involved with many tank recoating and refurbishment projects and will team with CSI Services (CSI), an expert in coatings for water tanks.											
FISCAL IMPACT: \$20,743.00 - Webb & Associates <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>ENGINEERING SERVICES TASK</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>TOTAL ESTIMATED SERVICES BUDGET</u></th> </tr> </thead> <tbody> <tr> <td>I. Prepare Technical Specifications.....</td> <td style="text-align: right;">\$ 16,448</td> </tr> <tr> <td>II. Bid Support Services</td> <td style="text-align: right;">\$ 2,255</td> </tr> <tr> <td>III. Project Management and Meetings.....</td> <td style="text-align: right;">\$ 2,040</td> </tr> <tr> <td>Total Fee - Engineering Services =</td> <td style="text-align: right;">\$ <u>20,743</u></td> </tr> </tbody> </table>	<u>ENGINEERING SERVICES TASK</u>	<u>TOTAL ESTIMATED SERVICES BUDGET</u>	I. Prepare Technical Specifications.....	\$ 16,448	II. Bid Support Services	\$ 2,255	III. Project Management and Meetings.....	\$ 2,040	Total Fee - Engineering Services =	\$ <u>20,743</u>	FINANCE INITIALS <u></u>
<u>ENGINEERING SERVICES TASK</u>	<u>TOTAL ESTIMATED SERVICES BUDGET</u>										
I. Prepare Technical Specifications.....	\$ 16,448										
II. Bid Support Services	\$ 2,255										
III. Project Management and Meetings.....	\$ 2,040										
Total Fee - Engineering Services =	\$ <u>20,743</u>										
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u></u>										
MANAGER'S RECOMMENDATION: approve	CITY MANAGER'S INITIALS <u>DM</u>										
MOTION:											
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:										
REJECTED () DEFERRED ()											



Proposal 014921a

Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

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

Murrieta Office

41870 Kalmia Street #160
Murrieta, CA 92562
951.686.1070

September 21, 2021

Jackie Loper
Director of Public Services
City of Imperial Public Works Department
420 South Imperial Avenue
Imperial, CA 92251-1637

RE: Shop Tank Recoating

Dear Jackie:

Pursuant to your request, we are submitting this letter proposal to prepare a specification for recoating the Shop Tank. Harper and Associates Engineering, Inc. prepared a corrosion report dated October 2020 with various recommendations associated with the current condition of the Shop Potable Water Storage Tank. Included in the recommendations are the relining of the interior of the tank, recoating of the exterior of the tank, repair of visible corrosion damage in the tank and various safety, health, and code improvements. The work involved in this proposal will address the recommendations in the report. Webb has been involved with many tank recoating and refurbishment projects and will team with CSI Services (CSI), an expert in coatings for water tanks. The following presents our Approach, Scope of Services, Budget, and Schedule.

PROJECT APPROACH

Webb will prepare a technical specification and bidding documents for the project. Webb will outline all necessary items including the removal of the existing paint/coatings, new exterior coating and new interior lining, corrosion damage repairs and work necessary to address the safety, health, and code items identified in the report. CSI will prepare the technical specifications related to the coating materials, experience requirements, inspection criteria and allowable procedures for all of the coating aspects of the project. Webb will incorporate CSI's technical specifications into the City's standard bidding documents. Based on our past experience, Webb will include optional items in the bid documents to include unforeseen repairs after the coating is removed and dehumidification equipment that might be necessary due to weather conditions at the time of the interior coating. Webb will coordinate the bidding process and review all bids submitted. Webb will prepare a separate proposal for construction support services including CSI's inspection services when the project bids.



www.webbassociates.com

SCOPE OF SERVICES

1. Review the Harper and Associates report and determine the detailed scope of work for the project.
2. Prepare a draft technical specification, including bid sheets with various optional items. Incorporate CSI's technical specifications into the bidding documents.
3. Prepare details for the anticipated repairs and correction work.
4. Provide an Engineer's estimate of Probable Construction Cost.
5. Coordinate the bidding process, hold a pre-bid meeting, review bids received and prepare a recommendation for award of the contract.

PROJECT TEAM

The Webb primary project team members are as follows:

Project Manager – Shane Bloomfield, PE

Project Engineer – Abigail Kuan, EIT

Coating Specialist – Pat Sweeney of CSI Services

QA/QC Reviews – Brad Sackett, PE

PROJECT SCHEDULE

Webb will submit the draft specifications approximately 4 weeks from authorization. Webb will address comments approximately 2 weeks from receipt of comments from the City.

Mr. Jackie Loper
Director of Public Services
City of Imperial
September 21, 2021
Page 3 of 3

PROJECT FEE/FEE SUMMARY

Webb is committed to providing the highest quality service to the City and to provide quality engineering services for this project. After preparing a detailed scope of work for this project, we have included all the necessary items required to successfully complete it and believe our team experience will generate an efficient processing of the project deliverables. Based upon the project's scope of work, a summary of our engineering services budget is as follows:

<u>ENGINEERING SERVICES TASK</u>	<u>TOTAL ESTIMATED SERVICES BUDGET</u>
I. Prepare Technical Specifications.....	\$ 16,448
II. Bid Support Services	\$ 2,255
III. Project Management and Meetings.....	\$ 2,040
Total Fee - Engineering Services =	\$ <u>20,743</u>

A detailed man-hour breakdown of the engineering services budget is included.

EXCLUSIONS

The following items are excluded from our scope of services:

Construction related services

Any task not specifically listed in the scope of services

We appreciate the opportunity to be of continued service and look forward to hearing from you. If you have any questions or concerns, do not hesitate to contact me at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Shane Bloomfield, P.E.
Project Manager

DATE SUBMITTED 09/29/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/06/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Engineering Services SCADA Improvements	DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove the purchase of Engineering Services for SCADA Improvements for Tank Fill, Proposal 014921b with Webb & Associates.
DEPARTMENT INVOLVED: WTP – Public Services	
BACKGROUND/SUMMARY: The Aten and Shop tanks, both located remotely in the distribution system, are intended to maintain adequate pressures in the remote areas of the distribution systems. Both tanks have on/off altitude level control valves to fill the tanks and pump stations to pump water back into the system. During tank refill through the existing Cla-Val altitude level control valves, pressures tend to drop below ideal conditions in the distribution area near the tank. During periods of low demand, the tanks need to cycle properly to maintain water quality in the tanks. City staff must physically respond to the sites to cycle the pump stations on and off. The plan to address these issues is to change the pilotry and settings for the existing valves such that the valves will sustain an acceptable pressure in the distribution system and change the SCADA controls such that the system properly cycles the tank and pump stations automatically with significantly less operator changes.	
FISCAL IMPACT: Webb & Associates - Time & Materials basis, Not to exceed \$39,164 without written approval by the City	FINANCE INITIALS <u>KB</u>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>JS</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OKM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:



Proposal 014921b

Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

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

Murrieta Office

41870 Kalmia Street #160
Murrieta, CA 92562
951.686.1070

September 21, 2021

Jackie Loper
Director of Public Services
City of Imperial Public Works Department
420 South Imperial Avenue
Imperial, CA 92251-1637

RE: SCADA System Improvements for Tank Fill

Dear Jackie:

Pursuant to your request, we are submitting this letter proposal to design SCADA System Improvements for the Tank Fill and Cycling. The following presents our Approach, Scope of Services, Budget, and Schedule.

Project Approach

The Aten and Shop tanks, both located remotely in the distribution system, are intended to maintain adequate pressures in the remote areas of the distribution systems. Both tanks have on/off altitude level control valves to fill the tanks and pump stations to pump water back into the system. During tank refill through the existing Cla-Val altitude level control valves, pressures tend to drop below ideal conditions in the distribution area near the tank. During periods of low demand, the tanks need to cycle properly to maintain water quality in the tanks. City staff must physically respond to the sites to cycle the pump stations on and off. The plan to address these issues is to change the pilotry and settings for the existing valves such that the valves will sustain an acceptable pressure in the distribution system and change the SCADA controls such that the system properly cycles the tank and pump stations automatically with significantly less operator changes.

Webb will team with SKM to determine the valve pilotry and control and the SCADA programming changes to accomplish the operation changes needed. It is anticipated that 1) no major changes to the existing SCADA and telemetry systems will be required and 2) the required field work will be implemented by existing City staff, ClaVal service department or a select contractor without developing a detailed construction bid package.

Scope of Services

Engineering Phase

1. Review the existing controls on the valves and pump stations, including the SCADA controls.



www.webbassociates.com

Mr. Jackie Loper
Director of Public Services
City of Imperial
September 21, 2021
Page 2 of 3

2. Coordinate with ClaVal regarding the changes necessary to the valve pilotry to accomplish the control changes. It is assumed that field wiring changes will be conducted by ClaVal, the City or a City consultant.
3. Meet with City staff to determine the current system operation and limitations and develop a list of needs for the SCADA programming.
4. Develop a set of plans detailing the control changes necessary (pilotry, conduits, wiring, solenoids, etc...)
5. Provide a cost estimate for proposed changes.
6. Summarize findings and recommendations in a technical memorandum and accompanying plans/exhibits.

Upon approval to initiate the implementation/construction phase:

7. Develop new SCADA programming and import into the existing control system.
8. Coordinate with City staff on implementation of the field work.
9. One field visit to implement the changes and test the revised SCADA logic and test any new facilities and train City staff on the use and function of changes.

Project Budget

We will perform all specified services on a Time & Materials basis not to exceed **\$39,164** without written approval by the City.

Project Schedule

Scope of Services for the Engineering Phase can be accomplished within 8 weeks from receipt of authorization and all required information for the project.

Exclusions

The following items are excluded from our scope of services:
Any task not specifically listed in the scope of services

Mr. Jackie Loper
Director of Public Services
City of Imperial
September 21, 2021
Page 3 of 3

Should you have any questions or require additional information, please contact one of the undersigned.

Sincerely,

ALBERT A. WEBB ASSOCIATES

A handwritten signature in black ink, appearing to read "Shane Bloomfield". The signature is fluid and cursive, with the first name "Shane" and last name "Bloomfield" clearly distinguishable.

Shane Bloomfield, P.E.
Project Manager

DATE SUBMITTED 09/29/21
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 10/06/21

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Engineering Services Maintenance Building Design
 DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove the purchase of Engineering Services for Maintenance Building Design, Proposal 014921c with Webb & Associates.

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:
 To prepare plans and specifications for a proposed Maintenance Building. The Webb team will first coordinate with the City on a facility needs assessment and siting study for the project. The study will determine the uses for the building, the basic configuration (doors, windows, roll-up doors, interior offices, restrooms, other utility needs) and confirm the best location for the proposed facility. Webb will map the area to determine any development restrictions and / or easements on the property. Webb will coordinate with IID to confirm any requirements or restrictions on the proposed project based on the existing nearby electrical facilities.

FISCAL IMPACT: \$113, 884.00 - Webb & Associates		FINANCE INITIALS <u>JS</u>
<u>ENGINEERING SERVICES TASK</u>	<u>TOTAL ESTIMATED SERVICES BUDGET</u>	
I. Prepare Needs Assessment and Siting Study.....	\$ 32,037	
II. Prepare Civil Site Plan and Technical Specifications	\$ 61,798	
III. Bid Support Services	\$ 7,805	
IV. Project Management and Meetings.....	\$ 12,244	
Total Fee - Engineering Services =.....	\$ 113,884	

STAFF RECOMMENDATION: Approve
 DEPT. INITIALS JS

MANAGER'S RECOMMENDATION: approve
 CITY MANAGER'S INITIALS DM

MOTION:

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



Proposal 014921c

Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

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

Murrieta Office

41870 Kalmia Street #160
Murrieta, CA 92562
951.686.1070

September 21, 2021

Jackie Loper
Director of Public Services
City of Imperial Public Works Department
420 South Imperial Avenue
Imperial, CA 92251-1637

RE: Maintenance Building Design

Dear Jackie:

Pursuant to your request, we are submitting this letter proposal to prepare plans and specifications for a proposed Maintenance Building located near the intersection of N Street and 15th Street. The site is currently not occupied. There is a IID electrical sub-station to the north of the site, railroad tracks to the west and the City's wastewater treatment plant site to the east. N Street fronting the project is not improved. There are three separate electrical pole lines running generally north/south crossing the site. There is approximately 100 feet between the electrical pole line.

PROJECT APPROACH

The Webb team will first coordinate with the City on a facility needs assessment and siting study for the project. The study will determine the uses for the building, the basic configuration (doors, windows, roll-up doors, interior offices, restrooms, other utility needs) and confirm the best location for the proposed facility.

Webb will map the area to determine any development restrictions and / or easements on the property. Webb will coordinate with IID to confirm any requirements or restrictions on the proposed project based on the existing nearby electrical facilities.

Our approach on the building design is to prepare a performance specification for the building based on similar buildings constructed as part of the recent wastewater treatment plant upgrades. A floor plan and exterior elevations will be provided, but a detailed design will not be done. The design will require ADA compliance. The contractor will be responsible for preparing detailed plans and obtaining approval of those plans through the City of Imperial Building and Safety Department. The construction contract schedule will account for this approval cycle.

Webb will prepare a detailed site civil plan for all the site improvements needed for the project including wet utility connections (water and sewer) and any ADA compliance issues related to parking, walkway, etc. for the site improvements.



www.webbassociates.com

SCOPE OF SERVICES

1. Conduct a Site Visit
2. Perform a needs assessment and siting study.
3. Survey the selected site.
4. Perform a geotechnical investigation at the selected site.
5. Prepare a site civil plan for the project and prepare a floorplan and exterior elevations for the building.
6. Prepare electrical plans for the project.
7. Prepare a draft performance specification for the building based on similar buildings constructed as part of the wastewater treatment plant upgrades.
8. Coordinate with IID for a new electrical service for the project.
9. Prepare draft bidding documents, including bid sheets with various optional items. Incorporate CSI's technical specifications into the bidding documents.
10. Provide an Engineer's estimate of Probable Construction Cost.
11. Coordinate the bidding process, hold a pre-bid meeting, review bids received and prepare a recommendation for award of the contract.

PROJECT TEAM

The Webb primary project team members are as follows:

Project Manager – Shane Bloomfield, PE

Project Engineer – Abigail Kuan, EIT

Project Designer – Tyler Vigneault

Electrical Design – Mark Jeppsen of SKM

Aqua Engineering - Building performance specifications

QA/QC Reviews – Aqua Engineering

PROJECT SCHEDULE

Webb will submit the needs assessment and siting study approximately 4 weeks from coordination with the City and our site visit. Webb will submit draft plans and specifications approximately 6 weeks after received concurrence from the City on the needs assessment and siting study. It is expected that the final plans and specifications will be provided approximately 4 weeks after the City provides comments on the draft plans and specifications.

PROJECT FEE/FEE SUMMARY

Webb is committed to providing the highest quality service to the City and to provide quality engineering services for this project. After preparing a detailed scope of work for this project, we have included all the necessary items required to successfully complete it and believe our team experience will generate an efficient processing of the project deliverables. Based upon the project's scope of work, a summary of our engineering services budget is as follows:

<u>ENGINEERING SERVICES TASK</u>	<u>TOTAL ESTIMATED SERVICES BUDGET</u>
I. Prepare Needs Assessment and Siting Study	\$ 32,037
II. Prepare Civil Site Plan and Technical Specifications	\$ 61,798
III. Bid Support Services	\$ 7,805
IV. Project Management and Meetings.....	\$ 12,244
Total Fee - Engineering Services =.....	\$ 113,884

A detailed man-hour breakdown of the engineering services budget is included.

EXCLUSIONS

The following items are excluded from our scope of services:
Geotechnical Investigation
Construction related services
Any task not specifically listed in the scope of services

Mr. Jackie Loper
Director of Public Services
City of Imperial
September 21, 2021
Page 4 of 4

We appreciate the opportunity to be of continued service and look forward to hearing from you.
If you have any questions or concerns, do not hesitate to contact me at 951-686-1070.
Sincerely,

ALBERT A. WEBB ASSOCIATES

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

Shane Bloomfield, P.E.
Project Manager

DATE SUBMITTED 10/01/2021
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 10/06/2021

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: IMPERIAL PUBLIC LIBRARY 1. APPROVE AND ADOPT BY-LAWS OF THE BOARD OF TRUSTEES FOR THE CITY OF IMPERIAL PUBLIC LIBRARY				
DEPARTMENT INVOLVED: City Manager's Office				
BACKGROUND/SUMMARY: Whereas the Imperial City Library shall be managed by a Board of Trustees, consisting of five members, to be recommended by members of the City Council, appointed by the Imperial City Mayor with the consent of the City Council. The bylaws set the governing roles and responsibilities of the Trustees. The City of Imperial is currently soliciting applications to file the five vacant trustee appointments. Library board of trustee's responsibilities include serving as an advocate for the <i>library</i> within the community, and also to advocate for the <i>community</i> as a representative of the library board. To serve as an advocate of the library is to work for the improvement of the library services offered for the community. Advocacy includes working on obtaining the required funds for the library, finding ways to work with the community and connect with public groups, and making sure that the needs and interests of the community are at the forefront of making board decisions.				
FISCAL IMPACT: To be determined	ADMIN SERV INITIALS <u></u>			
STAFF RECOMMENDATION: Staff recommends adopting the bylaws as presented.	DEPT. INITIALS <u></u>			
MANAGER'S RECOMMENDATION: Manager agrees with Staff's recommendation	CITY MANAGER'S INITIALS <u></u>			
MOTION:				
<table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; text-align: center;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; text-align: center;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

BY-LAWS OF THE BOARD OF TRUSTEES CITY OF IMPERIAL PUBLIC LIBRARY

Article I – Name

Section 1. This body shall be named the Imperial City Library Board of Trustees, hereinafter referred to as “Board.”

Article II – Mission and Purpose

Section 1. The Board is an advisory board to the Imperial City Council. The Board shall do and perform those acts and things necessary or proper to advise the City Council on the proper administration of the library. Areas of focus include:

- Reviewing policies recommended by staff;
- Recommending long-range plans regarding facilities, staff, and programs;
- Evaluating community desires and needs for library services;
- Reviewing customer concerns and suggestions; and
- Generating public support and participation in library programs.

Article III – Trustees

Section 1. The Imperial City Library shall be managed by a Board of Trustees, consisting of five members, to be recommended by members of the City Council, appointed by the Imperial City Mayor with the consent of the City Council.

Section 2. The Term of Office and Compensation – The Trustees shall hold office for three years serving without compensation. The members of the first board appointed shall so classify themselves by lot that one of their number shall go out of office at the end of the current fiscal year (June); two at the end of one year thereafter and two at the end of two years thereafter.

Section 3. Vacancies – Vacancies shall be filled by appointment for the unexpired term in the same manner as the original appointments are made.

Article IV – Meetings

Section 1. Regular meetings of the Board shall be on the second Tuesday of each month at 6:00 p.m. in the City Council Chamber.

Section 2. Meetings of the Board are governed by the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

Section 3. A majority of the Board shall constitute a quorum for the transaction of business.

Article V – Officers

Section 1. The officers of this Board shall be a President, a Vice-President, and a Secretary. The President and Vice-President shall be elected annually from the Board's own number. The Secretary shall be the Director of Community Services.

Article VI – Duties of Officers

Section 1. President – The President shall preside at meetings and appoint members to special committees. The President shall also perform the duties usually belonging to that office.

Section 2. Vice-President – The Vice-President shall, in the absence of the President, perform the duties of the President.

Section 3. The Secretary shall keep a true and accurate record of all meetings of the Board, issue notice of all regular and special meetings, and perform such other duties as are generally associated with the office of Secretary.

Article VII – Annual Report

Section 1. The Board shall review the annual report prepared by the Director of Community Services prior to its submission to the State Librarian. The annual report will be submitted to State Library following all requirements and deadlines as set forth by State in order to maintain funding eligibility and contribute to statewide data. The report shall, in addition to other matters deemed expedient by the Board, contain such statistical and other information as deemed desirable by the State Librarian.

Article VIII – Amendments

Section 1. These By-Laws may be amended by the City Council at a regular meeting of the City Council.

Adopted by the City Council of the City of Imperial on _____, 2021.

Karin Eugenio, Mayor
City of Imperial

DATE SUBMITTED October 6, 2021

SUBMITTED BY City Manager

DATE ACTION REQUIRED October 6, 2021

COUNCIL ACTION (X)

PUBLIC HEARING REQUIRED ()

RESOLUTION (X)

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS em

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: ASSEMBLY BILL 361

1. APPROVAL OF RESOLUTION NO. 2021-56 TO ADOPT CERTAIN PROVISIONS INCLUDED IN AB 361 RELATING TO TELECONFERENCE AND PUBLIC MEETINGS.

DEPARTMENT INVOLVED:

BACKGROUND/SUMMARY:

As you will recall, Executive Order N-29-20 suspended the Brown Act requirements for teleconferencing during the COVID-19 pandemic. AB361 authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when there is a proclaimed state of emergency by the Governor and State or local officials have imposed or recommended measures to promote social distancing. Adoption of the resolution attached hereto will allow for teleconferencing. In so doing, the council would be required to, among other things, provide for "real time" public comment and further allow for public comment to the legislative body directly. Finally, if the council proceeds in this fashion, it would be required to make a finding every 30 days that the state of emergency directly impacts the ability of the legislative body to meet safely in person.

FISCAL IMPACT: TO BE DETERMINED

FINANCE
INITIALS

170

STAFF RECOMMENDATION:

approve

DEPT. INITIALS

MANAGER'S RECOMMENDATION: Should the City Council wish to continue allowing for teleconferencing capabilities in a public meeting, it is the Manager's recommendation to approve the resolution.

approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:

APPROVED ()

REJECTED ()

RESOLUTION NO. 56

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADOPTING FINDINGS THAT THERE IS A PROCLAIMED STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE COUNCIL AND ITS COMMISSIONS AND COMMITTEES

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California; and

WHEREAS, on September 22, 2021, the Imperial County Local Health Officer issued an amended Health Order which imposes and/or recommends measures to promote social distancing, including the requirement that “COVID Exposed Persons shall keep a minimum distance of six (6) feet between themselves and other individuals at all times whenever possible, excluding a treating medical professional, a caretaker, a law enforcement officer enforcing this Order, a representative of the Health Officer, or any other person specifically authorized by the Health Officer”; and

WHEREAS in light of ongoing concerns about public health and safety, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act (the “Brown Act”) in order to allow local government bodies to conduct open meetings safely during the coronavirus pandemic. On June 11, 2021, the Governor issued Executive Order N-08-21, extending the suspension of these provisions to allow local government bodies to continue to conduct their meetings remotely through September 30, 2021; and

WHEREAS, on September 10, 2021, the Legislature took additional action to allow local agencies to forego compliance with Brown Act teleconferencing requirements under specific circumstances after the expiration of the Governor’s order by adopting AB 361, which amends the Brown Act’s requirements for teleconferencing during a proclaimed state of emergency and when certain other conditions are met and certain findings are made. Because the bill contained an urgency clause, it took effect upon Governor Newsom’s signature on September 16, 2021; and

WHEREAS, the Brown Act, as amended, allows local agencies to make an initial determination to hold open meetings via teleconferencing when there is a proclaimed state of emergency and any of the following circumstances exist:

- 1) State or local officials have imposed or recommended measures to promote social distancing;
- 2) The local agency holds a meeting during a proclaimed state of emergency for the purposes of determining, by majority vote, whether as a result of the emergency,

meeting in person would present imminent risks to the health and safety risks of attendees; or

- 3) The local agency holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health and safety risks of attendees.

The local agency must reconsider whether the state of emergency continues to impact the ability of the members to meet safely in person or whether local or state officials continue to impose or recommend social distancing every 30 days; and

WHEREAS the rates of transmission of COVID-19 and variants in Imperial County continue to pose imminent risks for health of attendees at indoor gatherings involving Individuals from outside the same household; and

WHEREAS, to help protect against the spread of COVID-19 and variants, and to protect the health and safety of the public, the City of Imperial (the "City") wishes to take the actions necessary to comply with the Brown Act, as amended and to continue to hold its meetings remotely via teleconference.

NOW, THEREFORE, BE IT RESOLVED that the City hereby finds that pursuant to the Governor's State of Emergency Declaration, issued on March 4, 2020, there is a proclaimed State of Emergency in the State of California; and

BE IT FURTHER RESOLVED that the City hereby finds that pursuant to the Imperial County's Local Health Officer's amended Health Order dated September 22, 2021, local officials in Imperial County have imposed or recommended measures to promote social distancing; and

BE IT FURTHER RESOLVED that the City approves meeting via teleconference for all Regular and Special Meetings of the City for the 30 days following this resolution, in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

APPROVED, PASSED, AND ADOPTED, at the regular meeting of the City Council this 6th day of October, 2021.

Karin Eugenio, Mayor

ATTEST:

City Clerk

DRAFT