



## City Council

Ida Obeso-Martinez - Mayor  
Stacy Mendoza - Mayor Pro-Tem  
Katherine Burnworth - Council Member  
Robert Amparano - Council Member  
James Tucker - Council Member

# AGENDA

## Regular Meeting of the Imperial City Council

City Council Chambers  
220 West 9th Street  
Imperial, CA 92251

**April 1, 2026**

**Closed Session at 06:00 pm**

**Open Session at 07:00 pm**

The City Council meetings are live-streamed on the City's Facebook page at [www.facebook.com/cityofimperial](http://www.facebook.com/cityofimperial). By remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to [CityClerk@imperial.ca.gov](mailto:CityClerk@imperial.ca.gov) no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing [CityClerk@imperial.ca.gov](mailto:CityClerk@imperial.ca.gov). Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting [www.https://cityofimperial.org/cc-agenda-archive](https://cityofimperial.org/cc-agenda-archive). Supplemental writings distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

### **6:00 P.M. CLOSED SESSION**

#### **ROLL CALL**

**PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:** At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

## **CITY COUNCIL ADJOURNS INTO CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION G.C §54956.9 (d)(1):** City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457, Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW, and City of Imperial v. Gazette Ranch, Inc., Imperial County Superior Court, ECU00569

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** Initiation of Litigation pursuant to California Government Code section 54956.9(c) Number of Potential Cases: 1

**CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6** Agency Representatives: City Manager Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

**PUBLIC EMPLOYEE APPOINTMENT G.C.§ 54957** Title: City Attorney

## **7:00 P.M. REGULAR MEETING**

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

**ADJUSTMENTS TO THE AGENDA:** The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

## **CITY ATTORNEY REPORT ON CLOSED SESSION**

**PUBLIC COMMENT:** If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the mayor. At that time, state your name and address for the record. The mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation.

### **A. PRESENTATIONS:**

**A.1.** Autism Acceptance Month Proclamation Presentation.

**A.2.** Q2 Budget Update Presentation by Finance Director Victor Manriquez.

**B. CONSENT AGENDA:** All items appearing under the “Consent Agenda” will be acted upon by the City Council with 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.

**B.1.** Approval of Warrants Report.

**B.2.** Approve the City Council Meeting Minutes for March 4, 2026.

**B.3.** Authorization for the destruction of Imperial Police Department Reports ranging from 1979-2014

**B.4.** Approval of terms of service for appointed members of the Library Board of Trustees.

**C. PUBLIC HEARING (DISCUSSION/ACTION):**

**C.1.** Public hearing for the purpose of vacating a public right-of-way portion of Imperial Avenue between 1st Street and State Highway 86 and adopting Resolution No. 2026-11 approving the intent to vacate.

**Presenter:** Othon Mora, Community Development Director

**Recommended Action:** Approve Resolution 2026-11, A RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY.

**D. ACTION ITEMS (DISCUSSION/ACTION):**

**D.1.** Establishing A Policy for the Processing of Specific Residential Development Projects Consistent With Government Code Section 65583.2

**Presenter:** Othon Mora, Community Development Director

**Recommended Action:** Staff Recommends Approval of Resolution No 2026-08, A RESOLUTION OF CITY COUNCIL OF THE CITY OF IMPERIAL, ESTABLISHING A POLICY FOR THE PROCESSING OF SPECIFIC RESIDENTIAL DEVELOPMENT PROJECTS CONSISTENT WITH GOVERNMENT CODE SECTION 65583.2

**D.2.** Approval and acceptance of off-site street improvements, and authorize partial reconveyance for Lots in Phases 62-67 of Monterrey Park Subdivision No.2 Unit 4C, to Jupiter Ventures I, LP

**Presenter:** Othon Mora, Community Development Director

**Recommended Action:** 1. Staff recommends approval and acceptance of off-site street improvements of Monterrey Park Subdivision No.2 Unit 4C - Phases 62-67.  
2. Staff recommends authorization of Partial Reconveyance regarding Lots 484 to 493 per FM 28-60, Lots 512 to 521 per FM 28-60, and Lots 550 to 568 per FM 28-60 to Jupiter Ventures I, LP.

**D.3.** Approve Grid 2 Sidewalk Survey Proposal from Precision Concrete Cutting

**Presenter:** Jenell Guerrero, Interim Public Services Director

**Recommended Action:** Approve Grid 2 Sidewalk Survey Proposal from Precision Concrete Cutting.

**D.4.** Acceptance of work completed for 7th Street Rehabilitation & Pedestrian Improvements from S. "D" Street to S. "E" Street, LPPSB1-5134(029)

**Presenter:** Othon Mora, Community Development Director

**Recommended Action:** Staff recommends approval of the balancing change order, acceptance of the work as completed, and authorization to file the "Notice of Completion" with the County Clerk/Recorder's Office.

**D.5.** Approve Resolution No. 2026-12 to Authorize the Sale of APN 063-054-038.

**Presenter:** Dennis H. Morita, City Manager

**Recommended Action:** Staff recommends approval of a Purchase and Sale Agreement with JMJ SouthWest Limited Liability Company and adopt Resolution No. 2026-12, APPROVING THE SALE OF ASSESSOR'S PARCEL NUMBER 063-054-038 (APPROXIMATELY 25,311.72 SQUARE FEET OF VACANT LAND) AND AUTHORIZING CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO EFFECTUATE SAID SALE

#### **E. REPORTS:**

- Department Reports
- City Manager Report
- Mayor and Councilmember Reports

**ADJOURNMENT:** The next regular meeting of the Imperial City Council will be held on April 15, 2026.

Check Register Report

Date: 03/25/2026

Time: 10:45 am

Page: 1

CITY OF IMPERIAL

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
131370	03/19/26	Printed			5956	AMAZON CAPITAL SERVICES	1PKH-7KML-CMDN 87116	2,988.97
131371	03/19/26	Printed			7537	AMERICAN BACKFLOW PRODUCTS CO.	986750 87172	109.99
131372	03/19/26	Printed			6306	AMERICAN FIDELITY ASSURANCE	D952484 MARCH 2026 86966	6,000.74
131373	03/19/26	Printed			3012	ANTUNEZ AUTO BODY PARTS	124407 86931	323.67
131374	03/19/26	Printed			1066	AT & T	24913748	332.49
131375	03/19/26	Printed			4400	BABCOCK LABORATORIES, INC.	CC60598-8203 87152	653.95
131376	03/19/26	Printed			7158	BLUETARP FINANCIAL, INC.	J70754 86928	568.72
131377	03/19/26	Printed			7808	BOOT BARN INC.	INV00578293 J. AGUILERA 85249	672.19
131378	03/19/26	Printed			8296	BRAWLEY ANALYTICAL, INC.	001862 87156	1,004.50
131379	03/19/26	Printed			674	BRENNTAG	BPI587905 87154	4,581.48
131380	03/19/26	Printed			455	CALIFORNIA STATE DISBURSEMENT	3/20/26	1,605.66
131381	03/19/26	Printed			7449	CHRISTOPHER HERNANDEZ	9988-4113/480 TRESHILL #174	275.04
131382	03/19/26	Printed			3870	COMMERCIAL AVENUE TRUCK &	COM1-423108 87179	727.45
131383	03/19/26	Reconciled		03/24/26	1132	COMPUTERSHARE CORPORATE	IMPEWFR19 4/15/26 86962	136,314.01
131384	03/19/26	Reconciled		03/24/26	1132	COMPUTERSHARE CORPORATE	IMP12WATER 4/15/26 86962	17,171.00
131385	03/19/26	Reconciled		03/24/26	1132	COMPUTERSHARE CORPORATE	IMPE2019RB 4/15/26 86962	291,495.50
131386	03/19/26	Reconciled		03/24/26	1132	COMPUTERSHARE CORPORATE	IMP12WSTWTR 4/15/26 86962	15,295.00
131387	03/19/26	Reconciled		03/23/26	8844	COTA'S TACOS	2600-1 86937	750.00
131388	03/19/26	Printed			1056	DELL MARKETING L.P.	10866084151 86736	425.91
131389	03/19/26	Printed			1573	DEPARTMENT OF JUSTICE	031420 87112	49.00
131390	03/19/26	Printed			207	EL CENTRO MOTORS	5247841 86934	143.91
131391	03/19/26	Printed			1123	EMPIRE SOUTHWEST, LLC	EPWK0687575 87176	9,520.51
131392	03/19/26	Printed			7145	FERGUSON WATERWORKS #1083	0893432-2 87175	846.95
131393	03/19/26	Printed			314	FRANCHISE TAX BOARD	3/20/26	75.00
131394	03/19/26	Printed			8264	GALLAGHER BENEFIT SERVICES INC	2026050759 87113	14,160.00
131395	03/19/26	Printed			4456	GRAFFIK SCREEN PRINTING	5348 86942	350.17
131396	03/19/26	Printed			2096	HOME DEPOT CREDIT SERVICES	4901968 86740	192.07
131397	03/19/26	Printed			3160	IMPERIAL COUNTY AUDITOR-CONTRO	JAN 1- DEC 31, 2025 86963	38,643.67
131398	03/19/26	Printed			4264	IMPERIAL IRRIGATION DISTRICT	3139598 3/11/26	4,628.00
131399	03/19/26	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000023085 87171	725.99
131400	03/19/26	Printed			102	IMPERIAL POLICE OFFICERS ASSN.	3/20/26	1,317.50
131402	03/19/26	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B83267 86941	1,944.61
131403	03/19/26	Printed			1555	IMPERIAL VALLEY PRESS	233018- 2026 RENEWAL 87014	203.88
131404	03/19/26	Printed			8644	JESSICA HURTADO	3/20/26	394.62
131405	03/19/26	Printed			9010	JOSE OROSCO JR.	9989-0240/302 WINCHESTER	84.89
131406	03/19/26	Printed			868	K-C WELDING & RENTALS, INC.	224005 86927	290.91
131407	03/19/26	Printed			2901	KIMBALL MIDWEST	104212755 87177	3,912.49
131408	03/19/26	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	323562 86943	1,687.89
131409	03/19/26	Printed			5230	LABOR COMPLIANCE CONSULTANTS	3004 86680	1,200.00
131410	03/19/26	Printed			1996	LEE TIRE CO.	411033 86933	2,186.08
131411	03/19/26	Printed			101	LINCOLN LIFE	3/20/26	480.00
131412	03/19/26	Printed			260	MALLORY SAFETY AND SUPPLY LLC	6345257 87166	1,367.61
131413	03/19/26	Printed			240	METTLER-TOLEDO, INC.	850252180 87159	705.64
131414	03/19/26	Printed			9011	MICHAEL BEDOYO JR	9968-3051/498 TRESHILL #217	225.20

Check Register Report

Date: 03/25/2026

Time: 10:45 am

Page: 2

CITY OF IMPERIAL

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
131415	03/19/26	Printed			1190	MISSIONSQUARE - 304257	3/20/26	451.40
131416	03/19/26	Printed			8669	NAPA AUTO PARTS	572761 86739	312.06
131417	03/19/26	Printed			8633	NC CHILD SUPPORT CENTRALIZED	3/20/26	264.00
131418	03/19/26	Printed			1301	NRPA	380823- LOPEZ 2026 86940	378.00
131419	03/19/26	Printed			4481	O'REILLY	2687-200024 86916	20.52
131420	03/19/26	Printed			079	ONE SOURCE DISTRIBUTORS	S008216600.01 86926	804.05
131421	03/19/26	Printed			4482	OPENGOV, INC.	INV24965 86738	24,400.00
131422	03/19/26	Printed			2761	PAUL HAMBY	9956-0080/310 N H	109.95
131423	03/19/26	Printed			4562	PET WASTE ELIMINATOR	43498446 86944	344.80
131424	03/19/26	Printed			084	PITNEY BOWES BANK INS	8000-9000-0466-5836 3/16/26 86964	401.00
131425	03/19/26	Printed			3179	PITNEY BOWES GLOBAL FINANCIAL	3107754915 86965	59.93
131426	03/19/26	Printed			8913	PRECISION CONCRETE CUTTING	26-0011 87162	107,505.75
131427	03/19/26	Reconciled		03/23/26	6710	PREMIER RENTALS	BBB 3/21/26 86939	1,903.65
131428	03/19/26	Printed			3897	QT SANITATION	3433 86938	1,861.00
131429	03/19/26	Printed			3843	RETURN TO WORK PARTNERS INC	29874 87115	760.00
131430	03/19/26	Printed			957	SC FUELS	IN-0000294724 87153	4,345.77
131431	03/19/26	Printed			8501	SDCLEEAA	26-13 86868	12,600.00
131432	03/19/26	Printed			8949	SEWERAI CORP	2026-218 87160	3,643.20
131433	03/19/26	Printed			3262	SIMNSA HEALTH PLAN	148860 APRIL 86967	11,011.10
131434	03/19/26	Printed			6416	SUN DATA SUPPLY	INV0308836 86968	310.52
131435	03/19/26	Printed			1265	SUPERIOR READY MIX CONCRETE LP	2603-126845 87168	1,639.64
131436	03/19/26	Printed			9012	SUSAN K PELLETIER	9314-1139/204 FONZIE	242.99
131437	03/19/26	Printed			7540	TEAM RAMCO, LLC	15124-1 86866	2,212.08
131438	03/19/26	Printed			104	TEAMSTERS, LOCAL 542	3/20/26	2,132.00
131439	03/19/26	Printed			7443	TEXAS LIFE INSURANCE COMPANY	3/20/26	1,213.12
131440	03/19/26	Printed			1239	THE SHERWIN-WILLIAMS CO.	3879-0 86945	352.12
131441	03/19/26	Printed			1100	USA BLUEBOOK	SC46463 87151	5,930.64
131444	03/19/26	Printed			615	VALLEY PEST SERVICES, INC	14359966	1,515.00
131445	03/19/26	Printed			8559	ZENON ENVIRONMENTAL CORP	903635091 87161	20,241.92

**Total Checks: 73**

**Checks Total (excluding void checks): 773,599.07**

**Total Payments: 73**

**Bank Total (excluding void checks): 773,599.07**

**Total Payments: 73**

**Grand Total (excluding void checks): 773,599.07**



Imperial City Council

*Ida Obeso-Martinez – Mayor  
Stacy Mendoza – Mayor Pro-Tem  
Katherine Burnworth – Council Member  
Robert Amparano – Council Member  
James Tucker – Council Member*

## MINUTES

### Regular Meeting of the Imperial City Council

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

**March 4, 2026**

**Closed Session at 06:00 pm**

**Open Session at 07:00 pm**

#### **6:00 P.M. CLOSED SESSION**

The closed session meeting was called to order at 6:11 p.m.

**ROLL CALL:** Council Members Amparano, Tucker, Mayor Pro Tem Mendoza, City Manager Morita, Assistant to the City Manager Garcia, City Attorney Turner.

**ABSENT:** Mayor Obeso-Martinez

**PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY:** There were none.

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** (Gov. Code §54956.9(d)(1).)

- i. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457
- ii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation (Gov. Code §54956.9(d)(2)) – 1 Potential Case

**CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6**

Agency Representatives: City Manager

Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee

Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

**PUBLIC EMPLOYMENT G.C. §54957(b)(1)**

Title: City Attorney

**7:00 P.M. REGULAR MEETING**

**CALL TO ORDER:** Mayor Pro Tem Mendoza called the meeting to order at 7:28 p.m.

**ROLL CALL:** Council Members Amparano, Burnworth, Tucker, and Mayor Pro Tem Mendoza.

**ABSENT:** Mayor Obeso-Martinez

**PLEDGE OF ALLEGIANCE:** Kristina Shields led the Pledge of Allegiance.

**ADJUSTMENTS TO THE AGENDA:** There were none.

**CITY ATTORNEY REPORT ON CLOSED SESSION:** The City Attorney, Turner, stated that the Council was given directions on Existing Litigation with no action. There was no discussion for Anticipated Litigation. Directions were given to Labor Negotiators.

**PUBLIC COMMENT:**

Andrew Rauch was present and commented on CFDs.

**A. CONSENT AGENDA:**

- A-1. Approval of Warrants Report.
- A-2. Authorization to return claim CJP 3056049 AWW as recommended by Athens.
- A-3. Authorization to reject claim CJP 3055077 as recommended by Athens.
- A-4. Approve a revision to adopted Resolution No. 2026-07 approving the Q1 Budget Update.
- A-5. Approve the FY2025 Stonegarden Memorandum of Understanding.

**Moved by Burnworth, seconded by Tucker,** to approve the Consent Agenda.

**AYES:** Amparano, Burnworth, Tucker, Mendoza

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Obeso-Martinez

**MOTION CARRIES: 4-0**

**B. PUBLIC HEARING (DISCUSSION/ACTION):**

- B-1.** Continued public hearing of the City Council to discuss the vacation of the public right-of-way portion of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, as recommended by the Planning Commission.

Mayor Pro Tem Mendoza continued the public hearing at 7:36 p.m. Othon Mora, Community Development Director, updated the council on the staff report. Andrew Rauch was present to comment on the public hearing. Mayor Pro Tem Mendoza closed the public hearing at 7:39 p.m.

**Presenter:** Othon Mora, Community Development Director

**Recommendation:** Adopt Resolution No. 2026-04, RESOLUTION APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2<sup>ND</sup> STREET AND 3<sup>RD</sup> STREET WITHIN THE CITY OF IMPERIAL.

**Moved by Burnworth, seconded by Tucker,** to approve Resolution No. 2026-04.

AYES: Amparano, Burnworth, Tucker, Mendoza

NOES: None

ABSTAIN: None

ABSENT: Obeso-Martinez

**MOTION CARRIES: 4-0**

**C. ACTION ITEMS (DISCUSSION/ACTION):**

**C-1.** Approve a Task Order for On-Call Engineering Services for the Aten Boulevard Rehabilitation Project.

**Presenter:** Othon Mora, Community Development Director

**Recommendation:** Approve a Task Order for On-Call Engineering Services for the Aten Boulevard Rehabilitation Project to TYPSA, Inc. (Aztec Engineering)

**Moved by Tucker, seconded by Burnworth,** to approve a Task Order for On-Call Engineering Services for the Aten Boulevard Rehabilitation Project to TYPSA, Inc. (Aztec Engineering).

AYES: Amparano, Burnworth, Tucker, Mendoza

NOES: None

ABSTAIN: None

ABSENT: Obeso-Martinez

**MOTION CARRIES: 4-0**

**C-2.** Authorize staff to solicit proposals for the Imperial Regional Park Development Project.

**Presenter:** Tony Lopez, Parks & Recreation Director

**Recommendation:** Authorize staff to release a Request for Proposals (RFP 2026-02) for the Imperial Regional Park Development Project.

**Moved by Burnworth, seconded by Tucker,** to table this item until the next meeting on March 18, 2026.

AYES: Amparano, Burnworth, Tucker, Mendoza

NOES: None

ABSTAIN: None

ABSENT: Obeso-Martinez

**MOTION CARRIES: 4-0**

**C-3.** Authorize staff to solicit proposals for City Attorney Professional Services for the City of Imperial.

**Presenter:** Kristen Smith, Human Resources Director

**Recommendation:** Authorize staff to release a Request for Proposals (RFP 2026-01) for City Attorney Professional Services.

**Moved by Tucker, seconded by Burnworth,** to authorize staff to release a Request for Proposals (RFP 2026-01) for City Attorney Professional Services.

AYES: Amparano, Burnworth, Tucker, Mendoza

NOES: None

ABSTAIN: None

ABSENT: Obeso-Martinez

**MOTION CARRIES: 4-0**

**D. REPORTS:**

- Department heads reported on their activities since the last city council meeting.
- City Manager Report: None
- The Mayor and Council members reported on their activities since the last city council meeting and upcoming events.

**ADJOURNMENT:** Mayor Pro Tem Mendoza ended the meeting at 8:11 p.m. The next regular meeting for the Imperial City Council will be on Wednesday, April 1, 2026.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the official seal of the City of Imperial, California, This 1<sup>st</sup> day of April 2026.

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KRISTINA SHIELDS, City Clerk



# City Council **STAFF REPORT**

Document ID: 2026-109  
Category: Consent Item

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**Department:** Police  
**Department Head:** Aaron Reel, Police Chief  
**Meeting Date:** April 1, 2026

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**SUBJECT:**

**AUTHORIZE THE IMPERIAL POLICE DEPARTMENT TO DESTROY RECORDS  
RETAINED PAST THE RETENTION PERIOD.**

**BACKGROUND:**

The Imperial Police Department maintains records in accordance with an established Records Retention Schedule, which complies with California Government Code Sections 34090 et seq. These statutes authorize the legislative body of a city to destroy records that are no longer required, provided that such destruction is done in accordance with an approved retention schedule and with the approval of the City Council.

Over time, the Imperial Police Department has accumulated a substantial volume of records that have exceeded their required retention periods. These records include administrative, financial, and operational documents generated between 1979 and 2014. Maintaining these records beyond their retention periods results in unnecessary use of storage space and increased administrative burden.

**FISCAL IMPACT:**

None

**REQUESTED ACTION:**

Request to authorize destruction of attached reports.

**CITY MANAGER RECOMMENDATION:**

Approve recommended action.

Attachments:

1. Authorization for Destruction

Date: 3/12/26

Department: Police

**Form RM-1: CITY OF IMPERIAL RECORDS DESTRUCTION AUTHORIZATION FORM**

The records on the attached list are scheduled to be destroyed, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.

(Please attach the list to this form, see example below)

Records Description	From (Start Date)	To (End Date)	Retention No.	Retention Period

Check one option for destruction:

Shredding is required (Records contain private information) OR

Recycle (Records do NOT contain private information)

M. Sheffield  
Employee Preparing Form

3/12/26  
Date

**DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

-----  
(Complete the file destruction after City Council approval.)

**I HEREBY CERTIFY** that the items listed above have been destroyed in accordance with City policies and procedures and were approved for destruction by the Imperial City Council.

\_\_\_\_\_  
Council Approval Date

\_\_\_\_\_  
Employee Performing Destruction

\_\_\_\_\_  
Date

Return this form to the City Clerk department after completion



REPORTS

09I-00016	-DAST	12/4/24	F-10
09I-00009	-DUI	12/4/24	M-5
11I-11232	-243(D)	12/4/24	DV-7
12I-03882	-CHILD ABUSE	12/4/24	
12I-02125	-459	12/4/24	
11I-03211	-245	12/4/24	
11129037	-SCAMMER	12/4/24	
11I-03211	-T/C	12/4/24	
ID THEFT	11/16/11	12/4/24	(BLOOD)
"	"	12/4/24	"
11-04725	ID THEFT	"	"
13-00117	459/446	"	" - EVIDENCE
10-08251	1180	"	"
10I-06168	FRAUD	"	"
04 COPS FUNDING		"	"
VEST GRANT 06'		"	"
SG 07'		"	"
17'-20'	JUVENILE	DETENTION RECORDS	12/4/24
04-1-0391	WARRANT	"	"
04-1-0392	459	"	"
04-1-0393	WARRANT	"	"
04-1-0395	11377	"	"
04-1-0397	290	"	"
04-1-0394	DUI	"	"

04-1-0393	11357	12/4/24
04-1-0400	WARRANT	" "
04-1-0404	FP	" "
04-1-0405	4462.5	" "
04-1-0406	11364	" "
04-1-0407	ADA	" "
04-1-0408	470	" "
04-1-0409	20002	" "
04-1-0410	FP	" "
04-1-0411	496	" "
04-1-0413	11377	" "
04-1-0414	12-5	" "
04-1-0415	544	" "
04-1-0416	FP	" "
04-1-0417	647	" "
04-1-0418	11350	" "
04-1-0420	5150	" "
04-1-0421	487	" "
04-1-0422	FP	" "
04-1-0423	DOG BITE	" "
04-1-0424	125	" "
04-1-0425	125/11357	" "
04-1-0427	647	" "
04-1-0428	125	" "
04-1-0429	146	" "
04-1-0430	1181	" "
04-1-0431	5150	" "

04-1-0433	DOC	12/4/24
04-1-0434	1182	" "
04-1-0435	1181	" "
04-1-0436	A/A	" "
04-1-0437	12.5	" "
04-1-0438	459	" "
04-1-0439	23104	" "
04-1-0440	F?	" "
04-1-0442	166.4	" "
04-1-0443	594	" "
04-1-0444	530.5	" "
04-1-0445	243	" "
04-1-0470	487	" "
04-1-0472	488	" "
04-1-0475	243(-)	" "
04-1-0447	487	" "
04-1-0448	125	" "
04-1-0449	5150	" "
04-1-0452	DU1	" "
04-1-0453	" "	" "
04-1-0454	1182	" "
04-1-0455	125	" "
04-1-0456	459	" "
04-1-0457	243(-)	" "
04-1-0458	488	" "
04-1-0460	1144	" "
04-1-0461	459	" "
04-1-0459	1182	" "
04-1-0462	148	" "
04-1-0463	426	" "

04-1-0464	164/459	12/4/24
04-1-0465	488	" "
04-1-0466	487	" "
04-1-0467	594	" "
04-1-0468	243(-)	" "
04-1-0469	544	" "
04-1-0476	487	" "
04-1-0478	AOA	" "
04-1-0479	488	" "
04-1-0481	115	" "
04-1-0482	125	" "
04-1-0483	FP	" "
04-1-0485	146	" "
04-1-0486	459	" "
04-1-0487	22651	" "
04-1-0488	5150	" "
04-1-0489	487	" "
04-1-0490	496	" "
04-1-0491	415	" "
04-1-0493	DOC	" "
04-1-0494	484	" "
04-1-0495	487	" "
04-1-0496	488	" "
04-1-0497	DOC	" "
04-1-0498	DOB BTE	" "
04-1-0499	594	" "
04-1-0500	136.1	" "
04-1-0502	146	" "
04-1-0503	422	" "
04-1-0504	AOA	" "

04-1-0505	476	12/4/24
04-1-0506	38025	" "
04-1-0507	125	" "
04-1-0509	602	" "
04-1-0510	146	" "
04-1-0511	146	" "
04-1-0512	" "	" "
04-1-0513	20002	" "
04-1-0514	647	" "
04-1-0515	AOA	" "
04-1-0516	SAFE	" "
04-1-0517	F?	" "
04-1-0518	125	" "
04-1-0519	594	" "
04-1-0520	459	" "
04-1-0521	" "	" "
04-1-0522	243(a)	" "
04-1-0524	1182	" "
04-1-0525	146	" "
04-1-0526	AOA	" "
04-1-0527	10852	" "
04-1-0528	245	" "
04-1-0529	594	" "
04-1-0532	146	" "
04-1-0534	11377	" "
04-1-0535	4462.5	" "
04-1-0536	AOA	" "

04-1-0537	125	12/4/24
04-1-0538	570.5	" "
04-1-0539	DOG BITE	" "
04-1-0540	488	" "
04-1-0541	ADA	" "
04-1-0542	459	" "
04-1-0543	488	" "
04-1-0544	1182	" "
04-1-0545	DOL	" "
04-1-0546	647	" "
04-1-0547	594	" "
04-1-0550	11377	" "
04-1-0548	459	" "
04-1-0549	DOL	" "
04-1-0551	459	" "
04-1-0552	DOG BITE	" "
04-1-0553	487	" "
04-1-0554	488	" "
04-1-0555	125	" "
04-1-0556	243(a)	" "
04-1-0557	DOL	" "
04-1-0558	487	" "
04-1-0559	148	" "
04-1-0560	11377	" "
04-1-0561	11377	" "

Doc ID	Doc	12/4/24
04-1-0562	DOC	" "
04-1-0563	" "	" "
04-1-0564	DUI	" "
04-1-0565	AOA	" "
04-1-0567	594	" "
04-1-0568	125	" "
04-1-0569	115	" "
04-1-0570	146	" "
04-1-0571	DUI	" "
04-1-0572	594	" "
04-1-0573	DUI	" "
04-1-0574	243(a)	" "
04-1-0575	488	" "
04-1-0576	115	" "
04-1-0577	DUI	" "
04-1-0578	115	" "
04-1-0579	243(a)	" "
04-1-0581	487	" "
04-1-0584	146	" "
04-1-0585	488	" "
04-1-0586	125	" "
04-1-0587	1182	" "
04-1-0589	12-54 (c)	" "
04-1-0590	146	" "
04-1-0591	2800	" "
04-1-0592	AOA	" "
04-1-0593	125	" "

04-1-0594	146	12/4/24
04-1-0597	415	" "
04-1-0598	Doc	" "
04-1-0599	2413	" "
04-1-0600	125	" "
04-1-0602	" "	" "
04-1-0604	" "	" "
04-1-0605	115	" "
04-1-0606	125	" "
04-1-0607	Doc	" "
04-1-0609	246	" "
04-1-0610	1182	" "
04-1-0611	5150	" "
04-1-0612	11377	" "
04-1-0613	451	" "
04-1-0616	530.5	" "
04-1-0615	Doc	" "
04-1-0616	4140	" "
04-1-0618	1181	" "
04-1-0619	125	" "
04-1-0620	422	" "
04-1-0621	115	" "
04-1-0622	4457	" "
04-1-0623	5150	" "
04-1-0624	20002	" "

04-1-0625	12305	12/4/24
04-1-0626	459	" "
04-1-0629	487	" 4
04-1-0630	459	" "
04-1-0631	1182	" "
04-1-0632	146	" 4
04-1-0633	243(a)	" 4
04-1-0634	459	" "
04-1-0635	488	" 4
04-1-0636	146	" "
04-1-0637	" "	" "
04-1-0638	125	" 4
04-1-0639	5150	" 4
04-1-0640	420	" 4
04-1-0641	487	" "
04-1-0642	544	" 4
04-1-0645	125	" "
04-1-0647	420	" 4
04-1-0648	488	" "
04-1-0649	F?	" "
04-1-0650	1182	" "
04-1-0651	1182	" 4
04-1-0652	594	" 4
04-1-0653	1181	" "

04-1-0654	146	12/4/24
04-1-0655	125	" "
04-1-0656	245	" "
79-83	23001	" "
79-95	23103	" "
79-215	4 4	" "
79-194	" 4	" "
80-52	459	" "
80-61	" 7	" "
80-226	" 4	" "
80-520	" 7	" "
80-526	487	" "
82-249	277(a)	" "
81-625	459	" "
81-694	488	" "
81-695	459	" "
81-814	" 4	" "
82-440	" "	" "
85-518	261.5	" "
93-1-441	647.6	" "
93-1-845	488	" "
93-1-1113	ADD	" "
94-1-0046	11377	" "
94-1-157	11379	" "
94-1-360	245	" "

94-1-386	277(a)	12/4/24
94-1-397	" "	" "
94-1-476	11359	" "
94-1-653	12025	" "
94-1-811	273.5	" "
94-1-918	AOA	" "
94-1-1073	496	" "
94-1-1318	12031	" "
95-1-349	PLATE	" "
96-1-65	647.6	" "
99-1-0242	532	" "
99-1-0443	245	" "
98-1-0374	470	" "
98-1-0801	ACD	" "
98-1-0802	488	" "
98-1-0803	125	" "
98-1-0804	459	" "
98-1-0806	524	" "
98-1-0807	DOC	" "
98-1-0808	415	" "
98-1-0809	422	" "
98-1-0810	LP	" "
98-1-0811	273(d)	" "
98-1-812	CO	" "
98-1-0813	AOA	" "

00-1-0228	653M	12/4/24
00-1-0334	488	" "
00-1-0973	125	" "
00-1-0974	AOA	" "
00-1-0975	594	" "
00-1-0976	DUI	" "
00-1-0977	146	" "
00-1-0978	DOG BITE	" "
00-1-0979	415	" "
00-1-0980	AOA	" "
00-1-0981	DOC	" "
00-1-0982	DUI	" "
00-1-0983	AOA	" "
00-1-0984	470	" "
00-1-0985	5150	" "
00-1-0986	3056	" "
00-1-0987	DUI	" "
00-1-0988	115	" "
00-1-0990	602	" "
00-1-0991	AOA	" "
00-1-0992	125	" "
00-1-0993	243	" "
00-1-0994	11379	" "
00-1-0995	243(2)	" "
00-1-0998	115	" "
00-1-0999	60	" "
00-1-1000	273.5	" "
00-1-1001	146	" "

00-1-1002	125	12/4/24
00-1-1004	488	" "
00-1-1005	1181	" "
00-1-1006	ADA	" 11
00-1-1007	459	" 1
00-1-1008	ADA	" 1
00-1-1009	115	" 1
00-1-1010	ADA	" 1
00-1-1011	1181	" 1
00-1-1012	488	" 1
00-1-1013	DOL	" 1
00-1-1014	20012	" 1
00-1-1015	245	" 1
00-1-1016	459	" "
00-1-1017	ADA	" "
00-1-1018	1182	" "
00-1-1019	602.5	" "
00-1-1020	1181	" "
00-1-1021	FP	" "
00-1-1022	DOL	" "
00-1-1023	146	" "
00-1-1024	594	" "
00-1-1025	5150	" "
00-1-1026	488	" "
00-1-1027	" "	" "
00-1-1028	653X	" "



SM  
72W  
10F

04-1-0657	487	12/11/24
04-1-0659	647	" "
04-1-0660	1182	" "
04-1-0661	488	" "
04-1-0662	" "	" "
04-1-0663	422	" "
04-1-0664	11377	" "
04-1-0665	488	" "
04-1-0668	11304	" "
04-1-0669	422	" "
04-1-0670	475	" "
04-1-0671	541	" "
04-1-0672	594	" "
04-1-0674	AOA	" "
04-1-0675	146	" "
04-1-0676	" "	" "
04-1-0677	488	" "
04-1-0679	182	" "
04-1-0680	SK	" "
04-1-0681	125	" "
04-1-0682	AOA	" "
04-1-0683	243e1	" "
04-1-0685	AOA	" "
04-1-0686	2002	" "

04-1-0687	243(a)	12/11/24
04-1-0688	125	" "
04-1-0691	Tow	" "
04-1-0692	243(e)(1)	" "
04-1-0693	653M	" "
04-1-0696	647F	" "
04-1-0697	F?	" "
04-1-0698	487	" "
04-1-0699	148	" "
04-1-0700	DUI	" "
04-1-0701	" 2	" "
04-1-0702	146	" "
04-1-0704	488	" "
04-1-0705	146	" "
04-1-0706	ADA	" "
04-1-0707	" 4	" "
04-1-0708	" 2	" "
04-1-0709	594	" "
04-1-0710	ADA	" "
04-1-0711	" 4	" "
04-1-0712	Tow	" "
04-1-0714	125	" "
04-1-0715	594	" "
04-1-0716	" "	" "
04-1-0719	146	" "
04-1-0720	DUI	" "

04-1-0721	487	12/11/24
04-1-0723	459	" "
04-1-0724	115	" "
04-1-0725	Tow	" "
04-1-0726	" "	" "
04-1-0727	374.4	" "
04-1-0728	273.5	" "
04-1-0729	125	" "
04-1-0730	487	" "
04-1-0731	FP	" "
04-1-0732	146	" "
04-1-0733	20002	" "
04-1-0734	K82	" "
04-1-0735	5150	" "
04-1-0737	ADA	" "
04-1-0738	5150	" "
04-1-0739	" "	" "
04-1-0741	RECOVERY	" "
04-1-0743	LP	" "
04-1-0746	459	" "
04-1-0747	488	" "
04-1-0749	125	" "
04-1-0750	459	" "
04-1-0752	125	" "
04-1-0753	584	" "

04-1-0754	488		12/11/24
04-1-0755	459	u	7
04-1-0756	706 BITE	u	7
04-1-0757	11357	u	7
04-1-0759	DOC	u	9
04-1-0762	11364	u	7
04-1-0764	530.5	u	6
04-1-0765	1182	u	7
04-1-0766	594	u	7
04-1-0767	459	u	7
04-1-0768	148	u	1
04-1-0769	594	u	7
04-1-0770	146	u	7
04-1-0771	ADA	u	9
04-1-0772	125	u	7
04-1-0773	146	u	8
04-1-0774	470	u	4
04-1-0775	ADA	u	4
04-1-0776	11357	u	4
04-1-0777	ADA	u	4
04-1-0778	DU1	u	7
04-1-0779	ADA	u	4
04-1-0780	487	u	4
04-1-0781	TOW	u	9
04-1-0782	u	u	7

04-1-0783	TOW	12/11/24
04-1-0784	2002	"
04-1-0785	ADA	"
04-1-0786	11357	"
04-1-0787	TOW	"
04-1-0788	ADA	"
04-1-0790	459	"
04-1-0791	166.4	"
04-1-0792	TOW	"
04-1-0794	"	"
04-1-0795	146	"
04-1-0796	11357	"
04-1-0797	166.4	"
04-1-0798	1182	"
04-1-0799	DDL	"
04-1-0800	11352	"
04-1-0801	FP	"
04-1-0802	ADA	"
04-1-0803	487	"
04-1-0805	5152	"
04-1-0806	125	"
04-1-0807	647	"
04-1-0808	488	"
04-1-0809	23222	"
04-1-0811	1182	"

04-1-0812	488		12/11/24
04-1-0813	" 7	"	3
04-1-0814	125	"	4
04-1-0816	1182	"	4
04-1-0817	ADA	"	4
04-1-0818	125	"	4
04-1-0819	23222	"	4
04-1-0820	459	"	4
04-1-0821	1182	"	4
04-1-0833	484	"	2
04-1-0822	594	"	4
04-1-0823	2736	"	4
04-1-0824	125	"	4
04-1-0825	11357	"	4
04-1-0826	125	"	4
04-1-0828	2436)	"	4
04-1-0829	653m	"	4
04-1-0830	1182	"	4
04-1-0831	23222(b)	"	4
04-1-0832	146	"	4
04-1-0834	243(e)(i)	"	4
04-1-0835	ADA	"	4
04-1-0836	594	"	4
04-1-0837	11550	"	4
04-1-0838	TOW	"	4

04-1-0839	ADA	12/11/24
04-1-0841	Dul	u
	115	u
04-1-0842		u
04-1-0884	594	u
04-1-0845	5150	u
04-1-0846	125	u
04-1-0847	487	u
04-1-0848	594	u
04-1-0849	272	u
04-1-0850	115	u
04-1-0851	LP	u
04-1-0852	1182	u
04-1-0853	u	u
04-1-0854	u	u
04-1-0855	DOC	u
04-1-0856	115	u
04-1-0857	422	u
04-1-0858	11360	u
04-1-0859	1182	u
04-1-0860	148	u
04-1-0861	11357	u
04-1-0863	ADA	u
04-1-0864	243(u)	u
04-1-0865	146	u
04-1-0866	TOW	u

			12/11/04
04-1-0867	Tow		4
04-1-0868	u 4	u	4
04-1-0869	488	u	4
04-1-0870	146	u	4
04-1-0871	503	u	4
04-1-0873	AOA	u	4
04-1-0874	594	u	4
04-1-0875	11357	u	4
04-1-0876	AOA	u	4
04-1-0877	DUI	u	4
04-1-0878	125	u	4
04-1-0879	u 4	u	4
04-1-0880	u 4	u	4
04-1-0881	146	u	4
04-1-0882	AOA	u	4
04-1-0883	125	u	4
04-1-0885	1181	u	4
04-1-0886	422	u	4
04-1-0887	AOA	u	4
04-1-0888	273.5	u	4
04-1-0889	AOA	u	4
04-1-0891	1182	u	4
04-1-0892	11357	u	4
04-1-0893	DUI	u	4

Case Number	Value	Symbol	Date
04-1-0844	148		12/11/24
04-1-0845	125	~	4
04-1-0896	ADA	~	4
04-1-0897	~ 7	~	4
04-1-0898	~ 4	~	4
04-1-0899	125	~	4
04-1-0900	1182	~	1
04-1-0901	647	~	2
04-1-0902	487	~	4
04-1-0903	1182	~	1
04-1-0904	1181	~	5
04-1-0904	WARRANT	~	4
04-1-0907	488	~	4
04-1-0908	125	~	1
04-1-0909	647	~	1
04-1-0910	ADA	~	4
04-1-0911	415	~	1
04-1-0912	DOG BITES	~	4
04-1-0914	459	~	4
04-1-0915	5150	~	4
04-1-0917	544	~	4
04-1-0918	5150	~	4
04-1-0919	487	~	4

04-1-0920	488	12/11/24
04-1-0921	DOC	" "
04-1-0922	ADA	" "
04-1-0923	496	" "
04-1-0924	488	" "
04-1-0925	DOC	" "
04-1-0926	TOW	" "
04-1-0927	" "	" "
04-1-0928	" "	" "
04-1-0929	" "	" "
04-1-0930	" "	" "
04-1-0931	ADA	" "
04-1-0932	1282	" "
04-1-0933	" "	" "
04-1-0934	REMOVED	" "
11I-10848	459	" "
11I-10852	125	" "
11I-10904	146	" "
11I-10927	459	" "
11I-10964	DU1	" "
11I-10979	DOC	" "
11I-10981	" "	" "
11I-10985	115	" "
11I-10986	DU1	" "

11I-11004	5150	12/11/24
11I-11015	2002	" "
11I-11019	5150	" "
11I-11027	WARRANT	" "
11I-11064	125	" "
11I-11094	148.4(2)	" "
11I-11103	1181	" "
11I-11110	488	" "
11I-11119	5150	" "
11I-11148	WARRANT	" "
11I-11161	647	" "
11I-11184	DOC	" "
11I-11200	DUI	" "
11I-11221	488	" "
11I-11222	5150	" "
11I-11227	LP	" "
11I-11232	243	" "
11I-11247	AVA	" "
11I-11288	FP	" "
11I-11258	DOC	" "
11I-11261	DUI	" "
11I-11305	WARRANT	" "
11I-11341	" "	" "
11I-11352	459	" "
11I-11371	" "	" "

Case No.	Description	12/11/24
11I-11380	488	
11I-11383	DOC	u
11I-11395	459	u
11I-11423	273.5	u
11I-11447	DOB BITE	u
11I-11477	653K	u
11I-11439	125	u
11I-11500	T/C	u
11I-11549	488	u
11I-11553	FRAUD	u
11I-11562	125	u
11I-11582	FRAUD	u
11I-11597	488	u
11I-11598	422	u
11I-11610	459	u
11I-11617	ABA	u
11I-11620	647	u
11I-11647	1182	u
11I-11654	LP	u
11I-11668	DOC	u
11I-11669	DUI	u
11I-11683	T/C	u
11I-11689	20002	u
11I-11696	602	u
11I-117009	594	u

Case ID	Notes	Date
11I-11724	125	12/11/24
11I-11730	" "	" "
11I-11735	DWI	" "
11I-11752	11350	" "
11I-11753	1144	" "
11I-01538	125	" "
11I-01557	459	" "
11I-01561	10 THEFT	" "
11I-01576	148	" "
11I-01578	DWI	" "
11I-01593	5150	" "
11I-01608	1181	" "
11I-01630	C/O	" "
11I-01664	" "	" "
11I-01666	D/O	" "
11I-01679	146	" "
11I-01700	D/S	" "
11I-01701	594	" "
11I-01702	470	" "
11I-01706	DOC	" "
11I-01738	1144	" "
11I-01742	12020	" "
11I-01747	11377	" "
11I-01756	1181	" "

Case ID	Doc	Date
11I-01790	DOC	12/11/24
11I-01801	488	" 4
11I-01808	125	" 4
11I-01814	20002	" 11
11I-01840	125	" 4
11I-01843	243(e)(1)	" 4
11I-01847	148	" 4
11I-01853	DOC	" 4
11I-01876	WARRANT	" 4
11I-01880	422	" 11
11I-01885	125	" 4
11I-01901	594	" 4
11I-01972	503	" 4
11I-01997	DUI	" 4
11I-02004	422	" 7
11I-02010	503	" 4
11I-02018	C/O	" 4
11I-02019	125	" 11
11I-02036	REINVEST VEHICLE	" 4
11I-02041	454	" 4
11I-02044	5150	" 4
11I-02047	594	" 4
11I-02063	146	" 4
11I-02080	454	" 4
11I-02085	242	" 4

11I-02095	125		12/11/24
11I-02119	488	u	4
11I-02147	LP	u	4
11I-02159	DUI	u	4
11I-02163	459	u	4
11I-02177	488	u	4
11I-02218	243	u	4
11I-02221	1182	u	4
11I-02223	243 (e)(1)	u	4
11I-02243	594	u	4
11I-02249	FLAND	u	4
11I-02260	WARRANT	u	4
11I-02263	FOUNDRY REVIEW	u	4
11I-02273	459	u	4
11I-02325	FLAND	u	4
11I-02353	DUI	u	4
11I-02364	T/C	u	4
11I-02374	DUI	u	4
11I-02379	11351	u	4
11I-02400	148	u	4
11I-02405	AOA	u	4
11I-02407	459	u	4
11I-02414	488	u	4
11I-02417	AOA	u	4
11I-02419	488	u	4

Case Number	Description	FP	12/11/24
11I-02426		FP	
11I-02433	146	u	4
11I-02488	CL	u	4
11I-02489	452	u	4
11I-02514	245	u	4
11I-02528	FP	u	4
11I-02564	470	u	4
11I-02595	146	u	4
11I-02599	CL	u	4
11I-02607	459	u	4
11I-02615	RET. VEH.	u	4
11I-02634	WARRANT	u	4
11I-02637	23103	u	4
11I-02659	459	u	4
11I-02687	115	u	4
11I-02701	148	u	4
11I-02733	JUV PROB	u	4
11I-02735	272	u	4
11I-02744	146	u	4
11I-02749	DOC	u	4
11I-02754	647	u	4
11I-02767	4	u	4
11I-02770	247(e)(1)	u	4
11I-02778	594	u	4
11I-02789	DOC	u	4

Case Number	Code	Date
11I-02790	415	12/11/24
11I-02791	647	" "
11I-02802	10 THEFT	" "
11I-02819	CIVIL	" "
11I-02822	420	" "
11I-02833	125	" "
11I-02875	488	" "
11I-02894	125	" "
11I-02908	DOC	" "
11I-02916	TOW	" "
11I-02937	417	" "
11I-02949	WARRANT	" "
11I-02957	T/C	" "
11I-02963	415(2)	" "
11I-03008	C/O	" "
11I-03024	20002	" "
11I-03031	487	" "
11I-03084	WARRANT	" "
11I-03089	DOC	" "
11I-03111	146	" "
11I-03116	DOC	" "
11I-03169	146	" "
11I-03172	" "	" "
11I-03186	594	" "
11I-03195	DAI	" "

11I-03197	125	12/11/24
11I-03200	1182	" 4
11I-03204	115	" 4
11I-03211	1181	" 4
11I-03232	115	" 6
11I-03299	DOC	" 4
11I-03306	5150	" 4
11I-03300	1182	" 4
11I-03315	Doc	" 4
11I-03324	LR	" 4
11I-03362	FP	" 4
11I-03377	125	" 4
11I-03380	Tow	" 4
11I-03418	WARRANT	" 4
11I-03424	544	" 4
11I-03429	DOC	" 4
11I-03435	146(n)	" 4
11I-03440	125	" 4
11I-03448	DOC	" 4
11I-03455	1181	" 4
11I-03456	WARRANT	" 4
11I-03463	115	" 4
11I-03471	125	" 4
11I-03487	FP	" 4
11I-03558	23222	" 4

11I-03571	488	12/11/24
11I-03594	FRAUD	"
11I-03602	417	"
11I-03657	243	"
11I-03672	544	"
11I-03717	WARRANT	"
11I-03742	125	"
11I-03758	243	"
11I-03763	243(x1)	"
11I-03776	146	"
11I-03803	530	"
11I-03814	125	"
11I-03829	1181	"
11I-03837	Tow	"
11I-03838	5150	"
11I-03842	245	"



12/18/24

11I-05084	459	"	"
11I-05091	470	"	"
11I-05103	20002	"	"
11I-05112	125	"	"
11I-05134	11357	"	"
11I-05195	602	"	"
11I-05205	11377	"	"
11I-05221	WARRANT	"	"
11I-05232	" "	"	"
11I-05238	11377	"	"
11I-05240	DOC	"	"
11I-05244	273.5	"	"
11I-05247	RECOVERY	"	"
11I-05275	594	"	"
11I-05299	125	"	"
11I-05327	115	"	"
11I-05329	20002	"	"
11I-05358	" "	"	"
11I-05374	243	"	"
11I-05389	DOG BITE	"	"
11I-05392	WARRANT	"	"
11I-05349	125	"	"
11I-05402	11357	"	"
11I-05411	125	"	"
11I-05416	DOC	"	"

11I-05434	Tow	12/18/24
11I-05438	125	" "
11I-05458	Tow	" 4
11I-05463	DOC	" 1
11I-05469	115	" "
11I-05473	DOC	" 2
11I-05477	11357	" 6
11I-05479	11377	" "
11I-05492	Tow	" 4
11I-05497	146	" "
11I-05503	11364	" 2
11I-05507	Doc	" "
11I-05529	115	" "
11I-05553	146	" 4
11I-05561	594	" "
11I-05562	488	" "
11I-05568	DOC	" 4
11I-05571	" 4	" 4
11I-05608	FP	" 4
11I-05618	488	" 4
11I-05624	11357	" 4
11I-05627	2800	" "
11I-05633	12020	" "
11I-05695	245	" "
11I-05708	594	" 4

11I-05722	11357	12/18/24
11I-05726	TOW	" "
11I-05732	146	" "
11I-05747	1181	" "
11I-05764	125	" "
11I-05765	243(e)(i)	" "
11I-05787	CIVIL	" "
11I-05814	146	" "
11I-05848	15	" "
11I-05855	DUI	" "
11I-05958	" "	" "
11I-05863	DOC	" "
11I-05780	" "	" "
11I-05875	166-4	" "
11I-05890	WARRANT	" "
11I-05900	DUI	" "
11I-05950	5150	" "
11I-05978	DOC	" "
11I-06004	" "	" "
11I-06016	" "	" "
11I-06020	JUVIE RETURN	" "
11I-06059	125	" "
11I-06043	115	" "
11I-06064	" "	" "
11I-06045	" "	" "
11I-06073	125	" "

Case ID	Description	Date
11I-06096	DUI	12/18/21
11I-06133	125	" "
11I-06139	415	" "
11I-06149	115	" "
11I-06150	12020	" "
11I-06158	125	" "
11I-06160	488	" "
11I-06173	647(4)	" "
11I-06199	WARRANT	" "
06-1-0259	DOC	" "
09I-07849	115	" "
09I-07903	DUI	" "
09I-07904	FP	" "
09I-07913	WARRANT	" "
09I-07933	243	" "
09I-07935	23103	" "
09I-07936	146	" "
09I-07942	245	" "
09I-07980	LP	" "
09I-07980	1182	" "
09I-07994	DUI	" "
09I-07743	125	" "
09I-07759	Acc	" "
09I-07765	WARRANT	" "
09I-0777	FP	" "

Case ID	Description	Date
09I-07780	146	12/18/24
09I-07789	WARRANT	" "
09I-07794	FP	" "
09I-07796	20002	" "
09I-07813	125	" "
09I-07846	146	" "
09I-07851	" "	" "
09I-07883	" "	" "
09I-07236	602	" "
09I-07262	DOC	" "
09I-07291	470	" "
09I-07305	AAA	" "
09I-07335	647 (e)	" "
09I-07336	11357	" "
09I-07342	DOC	" "
09I-07359	LP	" "
09I-07420	WARRANT	" "
09I-07434	125	" "
09I-07437	647 (t)	" "
09I-07451	WARRANT	" "
09I-07477	LP	" "
09I-07604	Tow	" "
09I-07554	WARRANT	" "
09I-07522	470	" "
09I-07608	WARRANT	" "
09I-07670	MP RETURN	" "

Case ID	Description	Value	Date
09I-07676	WARRANT		12/18/24
09I-07689	Dul		" "
09I-07697	459		" "
09I-07713	WARRANT		" "
09I-07715	459		" "
09I-07718	148		" "
09I-07740	125		" "
09I-06979	647(4)		" "
09I-06980	" "		" "
09I-07009	11357(6)		" "
09I-07013	647(4)		" "
09I-07024	125		" "
09I-07068	FP		" "
09I-07100	" "		" "
09I-07105	594		" "
09I-07106	125		" "
09I-07107	DOC		" "
09I-07141	476		" "
09I-07149	1182		" "
09I-07153	146		" "
09I-07161	4463.5		" "
09I-07163	11350		" "
09I-07187	223.5		" "
09I-07190	12020		" "
09I-07220	148		" "
09I-01826	Dul		" "

Case Number	Description	Date
09I-01840	WARRANT	12/18/24
09I-01867	470	" "
09I-01920	115	" "
09I-01948	146	" "
09I-01956	115	" "
09I-01960	WARRANT	" "
09I-01961	" "	" "
09I-01970	5150	" "
09I-01995	125	" "
09I-02003	5150	" "
09I-02020	RETURNED MAIL	" "
09I-02022	DUI	" "
09I-02040	" "	" "
09I-02057	594	" "
09I-02063	459	" "
09I-02070	WARRANT	" "
09I-02076	243e1	" "
09I-02086	115	" "
09I-02089	11357(b)	" "
09I-02092	243	" "
09I-02097	594	" "
09I-02109	WARRANT	" "
09I-02122	11357(b)	" "
09I-02127	1181	" "
09I-02137	DUI	" "
09I-02154	11357(b)	" "

Case ID	Amount	Date
09I-02173	243e1	12/15/24
09I-02181	125	" "
09I-02186	5150	" "
09I-02195	594	" "
09I-02215	Dul	" "
09I-02219	243e1	" "
09I-02221	242	" "
09I-02223	115	" "
09I-02224	488	" "
09I-02227	11357(d)	" "
09I-02246	23109	" "
09I-02248	677(e)	" "
09I-02249	5150	" "
09I-02258	ALC	" "
09I-02271	CIVIL	" "
09I-02274	115	" "
09I-02290	Dul	" "
09I-02321	125	" "
09I-02329	594	" "
09I-02332	459	" "
09I-02338	125	" "
09I-02986	459	" "
09I-02990	MP (estimated)	" "
09I-02991	5150	" "
09I-03011	11357(b)	" "
09I-03015	594	" "

09I-03022	514		12/18/24
09I-03025	470	u	4
09I-03026	1182	u	4
09I-03035	WARRANT	u	4
09I-03044	148	u	4
09I-03054	1182	u	4
09I-03055	503	u	4
09I-03061	MP (RETURN)	u	6
09I-03076	594	u	6
09I-03090	125	u	4
09I-03114	u "	u	4
09I-03117	20002	u	4
09I-03120	459	u	4
09I-03130	DUI	u	4
09I-03135	488	u	4
09I-03142	1182	u	4
09I-03144	1183	u	4
09I-03146	148	u	4
09I-03149	u "	u	4
09I-03152	594	u	6
09I-03164	WARRANT	u	6
09I-03172	144	u	4
09I-03191	WARRANT	u	6
09I-03205	115	u	7
09I-03212	125	u	4
09I-03219	DUI	u	4

09I-03234	FC	12/18/24
09I-03241	Du1	" "
09I-03265	11352	" "
09I-03268	1181	" "
09I-03290	Du1	" "
09I-03298	166.4	" "
09I-03337	125	" "
09I-03340	" "	" "
09I-03346	1181	" "

CL

04-1-0935	WS-14601.1A, 14028 a uc	12: 11-24
04-1-0936	594(a)(2) PC	u u
04-1-0937	12500(a), 22450(a) uc	u u
04-1-0938	453K PC 11364 P/S	u u
04-1-0939	11-82	u u
04-1-0940	488 PC	u u
04-1-0941	2265.1(0) uc	
04-1-0942	422 PC 653 m	
04-1-0943	488 PC	
04-1-0945	11-82	
04-1-0944	206 BITE	
04-1-0948	DOC ONLY	
04-1-0949	11-82	
04-1-0947	11-82	
04-1-0950	243(a)	
04-1-0951	459, 488	
04-1-0952	422 PC	
04-1-0953	594(b)(3)	
09-1-0954	4-28 I.C.P	
09-1-0955	404 20001	
09-1-0956	530.5	
09-1-0957	5150 WIC	
09-1-0958	12500(5)	
09-1-0959	594(a)(2)	
09-1-0960	647(F) 11357(b)	
09-1-0961	LOSS PROPERTY	
09-1-0962	488	

04.1.0963	23111 v	12-11-24
04.1.0964	488	
04.1.0965	A09 WS	
04.1.0966	14601.1(9)	
04.1.0967	15-12.6 ICD	"ANDY WIZ"
04.1.0968	WS 11550(9)	
04.1.0969	11-82	
04.1.0970	11550(9) 23152(9) 12020	
04.1.0971	WS 11550(9)	
04.1.0972	MISSING PERSON	
04.1.0974	594 (B) (3)	
04.1.0975	11-82	
04.1.0976	594(9)	
04.1.0977	459	
04.1.0978	453, 594(9)(2)	
04.1.0979	11-82	
04.1.0980	USP PROP	
04.1.0981	459 594(9)(2)	
04.1.0982	11-81	
04.1.0983	422	
04.1.0983	488	
04.1.0984	487	
04.1.0987	WS 11077(9)	
04.1.0989	594(B)(1)	
04.1.0990	23152(9) (b) 148(9)(1)	
04.1.0991	22661(1)	
04.0992	12500(9)	

04.1.0995	594(a)(2)	12-11-24
04.1.0996	273.5(a) 136.4(c)(1)	
04.1.0997	594(a)(2)	
04-1.0998	10851(a)	
04.1.0999	11357(b)	
04.1.1000	1407 WS 2.3152 (b)	
04.1.1001	601(a) WIC	
04.1.1002	20002(a) 2.3152(a) (b)	
04.1.1003	11550(a)	
04.1.1004	11550(a)	
04.1.1005	459	
04.1.1006	23109(c)	
04.1.1007	12500(a)	
04.1.1008	11-85	
04.1.1009	248(a)	
04.1.1010	10851(a)	
04.1.1011	288(a) 647.6	
04.1.1012	487.	
04.1.1013	12500	
04.1.1014	12.52 ILO	
04.1.1015	594(a)(2)	
04.1.1016	288(a)	
04.1.1017	415	
04.1.1018	25662(a), 272, 647(f)	
04.1.1019	WS	
04.1.1020	11056(f)	
04.1.1021	243(a)	
04.1.1022		
04.1.1023		
04.1.1024		

04-1-1025	DOC ONLY	12-11-24
04-1-1026	243(9)	
04-1-1027	5150	
04-1-1028	11-82	
04-1-1029	653m 422	
04-1-1030	594(9)	
04-1-1031	11-82	
04-1-1032	451	
04-1-1033	11-82	
04-1-1034	5150	
04-1-1035	489, 4-28 ICD	
04-1-1036	459, 470(9), 530.5-	
04-1-1037	20002	
04-1-1038	115	
04-1-1039	10855	
04-1-1041	12025(1)(1), 11364, 148	
04-1-1042	12500(9)	
04-1-1043	5150	
04-1-10	273.5-136.1(1)(1)	

121124

04-1219	14601.1(a) WC
1220	12500(a) WC
1221	DOCUM.
1218	488 P.C.
1217	FUMS PROP.
1216	12500(a) WC
1215	487 P.C.
1214	488 P.C.
1213	INCIDENT/DOC.
1212	488 P.C.
1211	415, 4-08, 4-89
1210	5150
1209	5150
1208	594(a)(2) P.C.
1207	11357(b) HFS
1206	4463(a)(i) WC, 496(a) P.C. 484(g), 11364 HFS
1205	12500(a)
1204	22651(c) WC
1203	415 P.C.
1202	422 P.C.
1201	594(a)(2) P.C.
1200	15-12.1(B) WC - BUAFFIT1
1198	415 P.C.
1197	INCIDENT
1196	11-82
1195	243(a) P.C.
1194	594(a)(2) P.C.
1193	381(a) P.C.

101124

04-T

1161

11-82

1160

12500(a) WC

1159

12500(a) WC

1158

11-82

1157

INCIDENT

1156

488 P.C.

1154

FOUND PROPERTY

1152

12500(a) WC

1153

5150

1151

11-81

1150

530.5(a) P.C.

1149

487 P.C.

1148

273.5(a) P.C., 136(a)(1) P.C.

1147

10851(a) WC

1146

12500(a) WC

1144

12500(a) WC., 10-1 C.O.

1143

WARRANT

1142

530.5(a) P.C.

1141

12500(a) P.C.

1140

WARRANT

1139

11-82

1138

5150

1136

594(a)(2) P.C.

1135

594(a)(2) P.C.

1134

594(a)(2) P.C.

1133

WARRANT

1132

14601.2(a) WC.

1129

5150

041

101124

1130	488 P.C.
1128	10851 WC
1127	487 P.C.
1126	459 P.C.
1125	WARRANT
1124	WST PROCEEDING
1122	MISSING PERSON
1123	487(A) P.C.
1121	273.5(S) P.C.
1120	594(A)(2) P.C.
1119	<del>509</del> 509 P.C., 31 WC, 12500(A)
1118	11-85
1117	WARRANT
1115	487 P.C. 496(A) P.C.
1114	11357(B) HRS, 25662 B&P, 270 P.C.
1113	INCIDENT
1111	11-81
1110	496(A) P.C., 10851(A) W, 180(A) P.C.
1109	428 C.O.
1108	530.5 P.C.
1107	420 P.C.
1106	594(A)(2) P.C.
1105	11-82, 12500 WC
1104	10851 WC
1103	SAFE KEEPING
1102	459 P.C.
1101	WARRANT
1100	653 (M) P.C.
1099	WARRANT

12/11/24

041	1097	LOST PROPERTY
	1098	488 P.C.
	1096	WARRANT
	1095	WARRANT
	1094	WARRANT
	1093	12500(a) WC
	1092	532.5(a) P.C. 459 P.C., 470(a) P.C.
	1091	NO C.
	1090	166(4) P.C.
	1089	415
	1088	RUNAWAY
	1087	1137(a) Hfs, 23250(a), 11550(a) Hfs, 4140, 10500
	1086	11-85
	1085	459 P.C.
	1084	594(a)(o) P.C.
	1083	WARRANT
	1082	5150
	1081	273.5(a) P.C.
	1080	WARRANT
	1079	12500(a) WC
	1078	11-85
	1077	243(a) P.C.
	1075	11-82
	1076	WARRANT
	1074	496(a) P.C., 10851(a) WC
	1073	11-82
	1072	11-82
	1071	14601.1(a) WC

101124

041-

1070	5150
1069	11-82
1068	11-82
1067	646.9 P.C.
1066	470(a) P.C. 459 P.C. 496(a) P.C.
1065	10851 E. C.V.C.
1064	WARRANT
1063	594(b)(1) P.C. 136.1(b)(1) P.C.
1062	10851(a) W.C.
1061	594(a)(1) P.C.
1060	487 P.C.
1059	488 P.C.
1058	LOST P.W.P.
1057	243(e)(1) P.C., 148(a)(1) P.C.
1055	14601.1(a) W.C.
1056	11-82
1054	11-82
1053	5150
1051	459 P.C.
1050	459 P.C.
1049	459 P.C.
1048	A.O.A.
1047	11-85
1046	11-85



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14I-01351	14I-02471	13I-03893
14I-01289	14I-02399	13I-03656
14I-01101	14I-02286	
14I-01047	14I-02193	
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09I-02687



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09I-02548

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09I-03586

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# PURGED CASES DECEMBER 2024

REPORT DATE	CASE #	CHARGES	DATE OF DEST
3/31/2013	131-02443	CIVIL ISSUE/CPS	12/4/2024
3/30/2013	131-02398	487 PC WARRANT	12/4/2024
3/29/2013	131-02388	415 PC WARRANT	12/4/2024
3/27/2013	131-02320	RECOVERED 10851	12/4/2024
3/24/2013	131-02251	REJECT 273.5 PC	12/4/2024
3/20/2013	131-02073	211/667 PC	12/4/2024
3/24/2013	131-02234	594 & 591 PC	12/4/2024
3/23/2013	131-02190	422 WARRANT	12/4/2024
3/19/2013	131-02051	11377HS, 4140 BP	12/4/2024
3/15/2013	131-01901	WC/CPS	12/11/2024
3/13/2013	131-01858	MISC/CPS	12/11/2024
3/14/2013	131-01885	11364 HS	12/11/2024
3/11/2013	131-01794	CHILD CUSTODY	12/11/2024
3/10/2013	131-01777	WC/CPS	12/11/2024
3/9/2013	131-01745	11378 HS & 2800	12/11/2024
3/8/2013	131-01726	11378 & 11379 HS	12/11/2024
3/5/2013	131-01633	496 PC	12/11/2024
2/13/2013	131-01133	11377 HS	12/11/2024
2/14/2013	131-01157	11377 HS	12/11/2024
2/5/2013	131-00937	11377 HS	12/11/2024
2/7/2013	131-00981	11377,11364 HS	12/11/2024
2/8/2013	131-01007	273.5 PC/REJECT	12/11/2024
2/23/2013	131-01385	245 A PC	12/11/2024
2/10/2013	131-01041	192 PC	12/11/2024
2/25/2013	131-01405	MP	12/11/2024
1/4/2013	131-00117	11377 HS	12/11/2024
1/6/2013	131-00147	484 PC	12/11/2024
1/5/2013	131-00123	459R PC	12/11/2024
1/4/2013	131-00095	WC/CPS	12/11/2024
1/7/2013	131-00168	417 PC	12/11/2024
1/10/2013	131-00253	12020 PC	12/11/2024
1/8/2013	131-00178	290 PC	12/11/2024
1/11/2013	131-00278	594B1 PC	12/11/2024
1/18/2013	131-00442	WELFARE CHECK	12/11/2024
1/18/2013	131-00439	148 PC	12/11/2024
1/16/2013	131-00387	11357 HS	12/11/2024
1/23/2013	131-00589	11378 & 11379 HS	12/11/2024
1/23/2013	131-00594	11377 & 11550 HS	12/11/2024
1/23/2013	131-00611	11350 HS	12/11/2024
1/29/2013	131-00784	11377 & 11550 HS	12/11/2024
1/25/2013	131-00678	CPS/COURTESY 1110	12/11/2024
1/29/2013	131-00770	HARRASMENT	12/11/2024

1/28/2013	131-00739	496 PC	12/11/2024
3/19/2010	101-02362	JUV PROBLEM	12/18/2024
3/11/2010	101-02151	CPS/COURTESY 1110	12/18/2024
4/5/2010	101-02930	SUSP CHILD ABUSE	12/18/2024
4/5/2010	101-02928	AOA ECPD	12/18/2024
4/1/2010	101-02781	JUV PROBLEM	12/18/2024
2/28/2010	101-01809	CPS/AOA	12/18/2024
2/17/2010	101-01490	JUV PROBLE	12/18/2024
2/2/2010	101-01060	CPS/WELFARE CHK	12/18/2024
2/2/2010	101-01051	JUV PROBLEM	12/18/2024
1/22/2010	101-00654	JUV PROBLEM	12/18/2024
1/8/2013	131-00191	CPS/AOA	12/18/2024
6/3/2013	131-04893	11377 HS	12/18/2024
6/6/2013	131-04969	CPS/WELFARE CHK	12/18/2024
6/9/2013	131-05054	WARRANT ARREST	12/18/2024
6/9/2013	131-05069	SPOUSAL BATTERY	12/18/2024
6/9/2013	131-05071	POSS STOLEN PRO	12/18/2024
6/11/2013	131-05123	THREATS	12/18/2024
6/14/2013	131-05207	11377 HS	12/18/2024
6/14/2013	131-05207	11350 HS /WARRANT	12/18/2024
6/15/2013	131-05226	11377 HS	12/18/2024
6/15/2013	131-05260	11377 HS	12/18/2024
6/27/2013	131-05682	11350 & 11550 HS	12/18/2024
6/29/2013	131-05735	11378 & 11379 HS	12/18/2024
6/30/2013	131-05757	11377 HS/WARRANT	12/18/2024
6/30/2013	131-05763	11350 HS	12/18/2024
8/1/2013	131-06784	11377 & 11364 HS	12/18/2024
8/3/2013	131-06848	11377, 11378 & 79 HS	12/18/2024
8/7/2013	131-06949	11377 HS	12/18/2024
8/7/2013	131-06956	11350 HS	12/18/2024
8/10/2013	131-07029	THREATS	12/18/2024
8/9/2013	131-07008	529 PC/WARRANT	12/18/2024
8/10/2013	131-07056	11377 HS	12/18/2024
8/13/2013	131-07116	ECPD/AOA	12/18/2024
8/19/2013	131-07315	242 PC	12/18/2024
8/21/2013	131-07371	273 PC/WARRANT	12/18/2024
8/24/2013	131-07459	11350 & 11377 HS	12/18/2024
8/26/2013	131-07485	WELFARE CHECK	12/18/2024
8/30/2013	131-07611		



## City Council **STAFF REPORT**

Document ID: 2026-111  
Category: Consent Item

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**Department:** City Clerk's Office  
**Department Head:** Dennis H. Morita, City Manager  
**Meeting Date:** April 1, 2026

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### **SUBJECT:**

**CONFIRM TERMS TO BE SERVED BY THE NEWLY APPOINTED MEMBERS OF THE LIBRARY BOARD OF TRUSTEES.**

### **BACKGROUND:**

At the regular City Council meeting on March 18, 2026, the City Council appointed Madeline George and Susan Zarate-Sandoval to the Library Board of Trustees to fill one expired term and one unexpired term. This agenda item formally confirms the specific term each appointee will serve.

### **FISCAL IMPACT:**

None

### **REQUESTED ACTION:**

Appoint Madeline George to serve the expired term ending on June 30, 2028, and appoint Susan Zarate-Sandoval to serve the unexpired term ending on June 30, 2027.

### **CITY MANAGER RECOMMENDATION:**

Approve the recommended terms.

Attachments:



# City Council STAFF REPORT

Document ID: 2026-101  
Category: Resolution

**Department:** Community Development  
**Department Head:** Othon Mora, Community Development Director  
**Meeting Date:** April 1, 2026

## **SUBJECT:**

**PUBLIC HEARING FOR THE PURPOSE OF VACATING A PUBLIC RIGHT-OF-WAY PORTION OF IMPERIAL AVENUE BETWEEN 1ST STREET AND STATE HIGHWAY 86 AND ADOPTING RESOLUTION NO. 2026-11 APPROVING THE INTENT TO VACATE.**

## **BACKGROUND:**

In 2016, the State of California relinquished all sections of State Highway 86 (SR 86) intersecting the City of Imperial to the City. This relinquishment enabled the city to begin developing a lively commercial corridor aimed at promoting economic growth. Since then, the city has actively worked toward this goal and has added commercial businesses along SR 86.

The proposed right-of-way vacation of the section of Imperial Avenue between 1st Street and SR 86 will support the future planning goals outlined in the City of Imperial Land Use Element by creating a valuable parcel for economic development. The current improvements along SR 86 and the redeveloped right of way segment proposed to be vacated will not only enhance the overall look of the SR 86 corridor but also serve as an economic development catalyst, influencing how commercial businesses view, use, and invest in our city.

The Development Review Committee evaluated the project and concluded that the proposed vacation would not adversely affect local streets' connectivity, traffic circulation, or emergency access. The vacation will optimize land use by removing an unused public right-of-way segment, which, when redeveloped, will align with the long-term land use and circulation strategies outlined in the General Plan. The Imperial Planning Commission approved Resolution PC2026-03 on March 11, 2026, confirming the vacation's conformance with the General Plan and recommending final approval to the City Council.

## **DISCUSSION / ANALYSIS**

California Government Code Section 65402 requires that any acquisition, disposition, or public construction of real property by a governmental entity must be reviewed for

consistency with the adopted General Plan. The proposed vacation of the portion of Imperial Avenue between 1st Street and State Highway 86 has been reviewed and found consistent with the City's General Plan policies for the Central Downtown Character Area.

The Central Downtown Character Area is intended to serve as the City's civic, social, and commercial center. It encourages a mix of uses that contribute to the area's vitality, including retail, restaurants, cultural destinations, and higher-density residential development.

While no specific zoning designation has been assigned to this parcel at this time, the site's location and size make it suitable for uses compatible with the Central Downtown Character Area, including residential and accessory commercial activities that directly support the primary use.

### **Environmental Compliance**

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15305 (Class 5) – Minor Alterations in Land Use Limitations.

### **Public Notification**

The public hearing scheduled for April 1, 2026, was duly noticed in the IV Weekly, a newspaper of general circulation, on March 19, 2026. A Notice of Public Hearing was sent to all property owners within 300 feet of the properties and posted at the project site.

### **FISCAL IMPACT:**

The proposed right-of-way vacation of Imperial Avenue between 1st Street and SR 86 will support the future planning goals outlined in the City of Imperial Land Use Element by creating a valuable parcel for economic development.

### **REQUESTED ACTION:**

Approve Resolution 2026-11, A RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY.

### **CITY MANAGER RECOMMENDATION:**

Approve recommended action.

### **Attachments:**

1. Project Location Map
2. DRAFT CC Resolution 2026-11



**PROJECT LOCATION**

**IMPERIAL COUNTY AIRPORT**

**CA MID WINTER FAIR**

1" = 408 ft

02/19/2026



**RESOLUTION NO 2026-11**  
**RESOLUTION OF INTENTION TO VACATE**  
**A PUBLIC RIGHT-OF-WAY**

**WHEREAS**, the City Council of the City of Imperial hereby declares its intention to vacate a portion of a right-of-way along Imperial Avenue between 1<sup>st</sup> Street and State Highway 86; and

**WHEREAS**, the right-of-way portion intended to be vacated measures approximately 7,841 square feet as described in Exhibit A and shown in Exhibit B; and

**WHEREAS**, the instant vacation proceeding is being conducted in accordance with Chapter 3, Part 3, Division 9 of the California Streets and Highways Code (Sec. 8320 et seq); and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City Council of the City of Imperial proposes to vacate that portion of the right-of-way described herein in Exhibit A and Exhibit B.
2. A Public Hearing will be held at the City Council Chambers, 200 West 9<sup>th</sup> Street, Imperial Avenue, Imperial, CA, on April 1, 2026, at 7:00 p.m. or as soon thereafter as the matter can be heard.
3. This Resolution shall be published in accordance with Streets and Highways Code Section 8322, and notice shall be given in accordance with Streets and Highways Code Section 8323.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of April 2026.

\_\_\_\_\_  
Ida Obeso-Martinez, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Shields  
City Clerk

# EXHIBIT "A"

## ABANDONMENT LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 1 THROUGH 11 IN BLOCK 16 OF THE SUBDIVISION OF BLOCK 1 SAN DIEGO ADDITION OF THE CITY OF IMPERIAL, ACCORDING TO MAP NO. 89 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP ALSO BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, STATE OF CALIFORNIA, ALSO THAT PORTION RELINQUISHED TO THE CITY OF IMPERIAL BY C.H.C. RESOLUTION DATED JANUARY 27, 1949, RECORDED FEBRUARY 19, 1949 (OR 738:273), IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOW:

**COMMENCING** AT A THE SOUTHWEST CORNER OF BLOCK 148 OF THE TOWNSITE OF IMPERIAL, COUNTY OF IMPERIAL, ACCORDING TO MAP No. 883 (O.M. 1-6) ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP ALSO BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY;

THENCE SOUTH 00°00'29" EAST 80.00 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 148 TO A POINT ON THE SOUTH LINE OF FIRST STREET, ALSO BEING THE **TRUE POINT OF BEGINNING** (T.P.O.B.);

**THENCE** CONTINUING SOUTH 00°00'29" EAST 257.79 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 148 TO THE STATE HIGHWAY 86 (BEING RELINQUISHED TO THE CITY OF IMPERIAL PER DOCUMENT No. 2017000521, RECORDED JANUARY 10, 2017, O.R.) RIGHT OF WAY LINE PER RIGHT OF WAY MAP XI-IMP-86-PM10.1 SHEET 3 OF 8, SAID POINT BEING ALSO ON THE SOUTH LINE OF THE RELINQUISHED AREA TO CITY OF IMPERIAL BY C.H.C. RESOLUTION DATED 1-27-1949 RECORDED FEBRUARY 19, 1949, O.R. 738:273;

**THENCE** NORTH 89°59'30" EAST 9.99 FEET ALONG SAID STATE HIGHWAY 86 (BEING RELINQUISHED TO THE CITY OF IMPERIAL PER SAID DOCUMENT) RIGHT OF WAY LINE PER SAID RIGHT OF WAY MAP, ALSO BEING THE SOUTH LINE OF THE RELINQUISHED AREA TO THE CITY OF IMPERIAL PER SAID RESOLUTION TO THE ANGLE POINT OF SAID HIGHWAY 86 (BEING RELINQUISHED TO THE CITY OF IMPERIAL PER SAID DOCUMENT) RIGHT OF WAY LINE PER SAID RIGHT OF WAY MAP, SAID POINT BEING 60.00 FEET FROM THE CENTERLINE OF STATE HIGHWAY 86 (BEING RELINQUISHED TO THE CITY OF IMPERIAL PER SAID DOCUMENT) OF SAID RIGHT OF WAY MAP;

**THENCE** NORTH 08°59'59" EAST 260.99 FEET ALONG SAID STATE HIGHWAY 86 (BEING RELINQUISHED TO THE CITY OF IMPERIAL PER SAID DOCUMENT) RIGHT OF WAY LINE PER SAID RIGHT OF WAY MAP TO A POINT ON THE SOUTH LINE OF FIRST STREET;

**THENCE** LEAVING SAID STATE HIGHWAY 86 (BEING RELINQUISHED TO THE CITY OF IMPERIAL PER SAID DOCUMENT) RIGHT OF WAY LINE NORTH 89°59'30" WEST 50.85 FEET ALONG THE SOUTH LINE OF FIRST STREET TO THE **TRUE POINT OF BEGINNING** (T.P.O.B.);

THE ABOVE-DESCRIBED PARCEL CONTAINS 7,841.30 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, EASEMENTS AND AGREEMENTS OF RECORD.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION OF LAND WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

**PRELIMINARY**

DAVID BELTRAN, PLS 8482

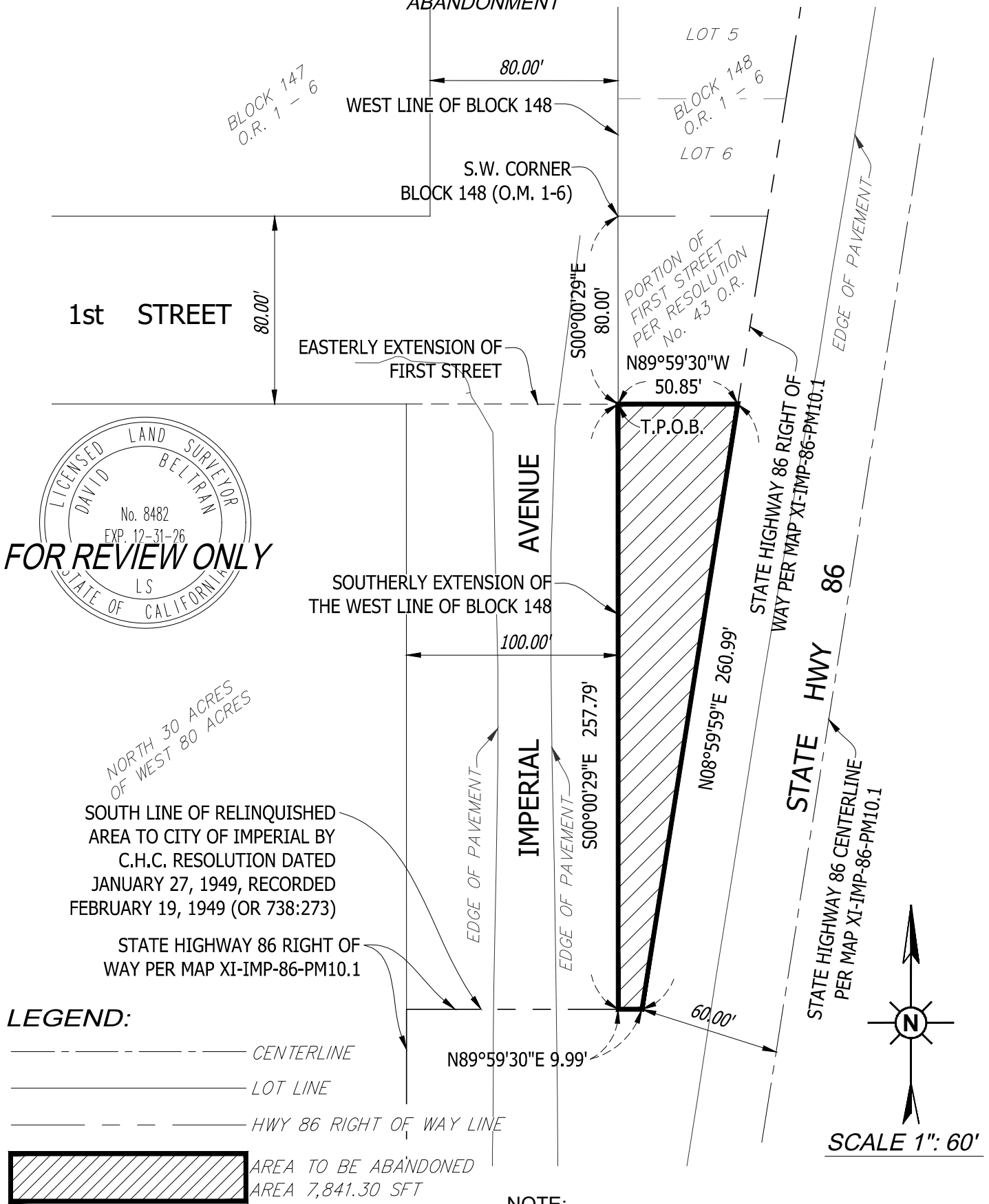
DATE



DECEMBER 4, 2025  
DCE PROJECT No. 393125

# EXHIBIT "B"

## ABANDONMENT

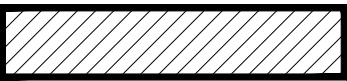


SOUTH LINE OF RELINQUISHED AREA TO CITY OF IMPERIAL BY C.H.C. RESOLUTION DATED JANUARY 27, 1949, RECORDED FEBRUARY 19, 1949 (OR 738:273)

STATE HIGHWAY 86 RIGHT OF WAY PER MAP XI-IMP-86-PM10.1

**LEGEND:**

- CENTERLINE
- LOT LINE
- HWY 86 RIGHT OF WAY LINE



AREA TO BE ABANDONED  
AREA 7,841.30 SFT



# City Council STAFF REPORT

Document ID: 2026-106  
Category: Resolution

**Department:** Community Development  
**Department Head:** Othon Mora, Community Development Director  
**Meeting Date:** April 1, 2026

## SUBJECT:

**ESTABLISHING A POLICY FOR THE PROCESSING OF SPECIFIC RESIDENTIAL DEVELOPMENT PROJECTS CONSISTENT WITH GOVERNMENT CODE SECTION 65583.2**

## BACKGROUND:

The City of Imperial adopted its 6th Cycle Housing Element (2021-2029), which was found to be in substantial compliance with State Housing Element Law by the California Department of Housing and Community Development (HCD) on February 2, 2022.

As part of the adopted Housing Element, the City committed to implementing Program 13, which requires the City to allow by-right approval for certain housing developments on sites previously identified in prior Housing Element inventories. The purpose of this program is to facilitate the development of housing that addresses the City's Regional Housing Needs Allocation (RHNA), particularly housing for lower income households.

Program 13 requires the City to rezone or amend the Zoning Code to allow by-right approval for housing developments proposed on:

- Non-vacant sites included in one previous Housing Element inventory, and
- Vacant sites included in two previous Housing Element inventories, provided that the development includes at least 20 percent lower income affordable housing units. State law requires these actions to be completed within specific statutory timelines to maintain Housing

## FISCAL IMPACT:

No Impact

## REQUESTED ACTION:

Staff Recommends Approval of Resolution No 2026-08, A RESOLUTION OF CITY

COUNCIL OF THE CITY OF IMPERIAL, ESTABLISHING A POLICY FOR THE  
PROCESSING OF SPECIFIC RESIDENTIAL DEVELOPMENT PROJECTS  
CONSISTENT WITH GOVERNMENT CODE SECTION 65583.2

**CITY MANAGER RECOMMENDATION:**

Approve recommended action.

Attachments:

1. Resolution 2026-08 Residential Development Policy

**RESOLUTION NO. 2026-08**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF IMPERIAL, ESTABLISHING  
A POLICY FOR THE PROCESSING OF SPECIFIC RESIDENTIAL DEVELOPMENT  
PROJECTS CONSISTENT WITH GOVERNMENT CODE SECTION 65583.2**

**WHEREAS**, the City of Imperial adopted its 6th Cycle Housing Element for the planning period of 2021–2029, which was found to be in substantial compliance with California Housing Element Law by the California Department of Housing and Community Development (HCD) on February 2, 2022; and

**WHEREAS**, the Housing Element identifies programs and policies intended to facilitate the development of housing opportunities for all income levels and to address the City's Regional Housing Needs Allocation (RHNA); and

**WHEREAS**, Program 13 of the City of Imperial Housing Element requires the City to amend its Zoning Code to allow by-right approval of qualifying housing developments on certain sites identified in prior Housing Element site inventories in order to accommodate lower income housing needs; and

**WHEREAS**, Program 13 specifically requires that the City rezone or amend its Zoning Code to allow by-right approval for housing developments proposed on non-vacant sites included in one previous Housing Element inventory and vacant sites included in two previous Housing Elements, provided that the development includes at least twenty percent (20%) lower income affordable housing units; and

**WHEREAS**, California Government Code Section 65583.2 requires jurisdictions to allow certain residential developments to be processed through a by-right approval process when the development includes a minimum percentage of affordable housing units and is located on sites identified to accommodate lower income RHNA; and

**WHEREAS**, implementing Program 13 and allowing by-right approval of qualifying housing developments will help streamline the housing entitlement process, reduce regulatory barriers, and support the production of affordable housing consistent with state housing laws; and

**WHEREAS**, failure to implement Program 13 and associated rezoning actions may result in the City's Housing Element being found out of compliance with state law and may subject the City to consequences including loss of certain state funding opportunities and potential enforcement actions by the State of California.

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

- A) That the foregoing recitations are true and correct; and

- B) The City Council finds that this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(2) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activities is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.
- C) The City Council hereby directs City staff to allow projects with at least 20 percent or more units affordable to lower income individuals through a by-right process per, Government Code Section 65583.2, Subdivisions (c), (h), and (i), as referenced in the City of Imperial 2021-2029 Housing Element which identifies sites to accommodate the lower income RHNA. For this purpose, "by-right" means that the City shall not require a Conditional Use Permit, Planned Unit Development Permit, or other discretionary review or approval that would constitute a "project" for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code; and
- D) The City Attorney is authorized to make minor typographical changes to this Resolution that do not change the substance of this Resolution.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Imperial, this 1st day of April 2026.

---

Ida Obeso-Martinez  
Mayor

ATTEST:

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Kristina Shields  
City Clerk



# City Council STAFF REPORT

Document ID: 2026-107  
Category: Action Item

**Department:** Community Development  
**Department Head:** Othon Mora, Community Development Director  
**Meeting Date:** April 1, 2026

**SUBJECT:**

**MONTERREY PARK SUBDIVISION NO.2, UNIT 4C - PHASES 62-67**

Lots 484 to 493 per FM 28/60  
Lots 512 to 521 per FM 28/60  
Lots 550 to 568 per FM 28/60

1. Approval and Acceptance of Off-Site Street Improvements.
2. Authorize Partial Reconveyance to Jupiter Ventures I, LP.

**BACKGROUND:**

City Staff conducted regular field inspections during the construction of the off-site street improvements for Monterrey Park Subdivision No.2, Unit 4C - Phases 62-67 and a final walk through was completed on Friday, May 23, 2025. At this time, the improvements were found to be completed.

One Year Warranty for labor and materials will end on May 23, 2026.

Now, the Developer is requesting Partial Reconveyance of the above-referenced Lots. See FM 28-60 attached herewith with Exhibit B for details.

**FISCAL IMPACT:**

No Fiscal Impact

**REQUESTED ACTION:**

1. Staff recommends approval and acceptance of off-site street improvements of Monterrey Park Subdivision No.2 Unit 4C - Phases 62-67.
2. Staff recommends authorization of Partial Reconveyance regarding Lots 484 to 493 per FM 28-60, Lots 512 to 521 per FM 28-60, and Lots 550 to 568 per FM 28-60 to Jupiter Ventures I, LP.

**CITY MANAGER RECOMMENDATION:**

Approve recommended action.

Attachments:

1. MP Sub 2 Unit 4C\_Partial Reconveyance\_Phases 62-67\_Exhibit-B

# EXHIBIT B

**RECORDING REQUESTED BY:**  
First American Title Company-HSD

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Jupiter Ventures I, LP  
32823 Temecula Pkwy, Ste A  
Temecula, CA 92592

## Vista del Valle Monterrey Park Sub 2 Unit 4C Partial Recoveyance

**Phases 62-67**

Space Above This Line for Recorder's Use Only

A.P.N.:

File No.: VDV-A (KS)

### **SUBSTITUTION OF TRUSTEE AND DEED OF PARTIAL RECONVEYANCE**

The undersigned, The City of Imperial, California, as the owner and holder of the Note secured by that certain Deed of Trust dated May 30, 2023, made by Jupiter Ventures I, LP, as Trustor to First American Title, a California corporation as trustee for The City of Imperial, California, as beneficiary, which Deed of Trust was recorded on July 31, 2023, as Instrument No. 2023011799 of Official Records in the Office of the County Recorder of Imperial, California, hereby substitutes itself, The City of Imperial, California, as Trustee in place of the current Trustee thereunder.

The City of Imperial hereby accepts said appointment as trustee under the above Deed of Trust, and as successor Trustee, and pursuant to the request of said owner and holder and in accordance with the provisions of said Deed of Trust, DOES HEREBY PARTIALLY RECONVEY, WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, the estate as shown on Exhibit "A" attached hereto and made a part hereof, now held by it under said Deed of Trust.

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof as provided in said Deed of Trust. This Partial Reconveyance is made without affecting the personal liability of any person or any entity for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties of said Deed of Trust as to the remaining property.

IN WITNESS WHEREOF The City of Imperial, California , as the owner and holder of the above described Note and beneficial interest, and as Successor Trustee, has caused this instrument to be executed, as to each respective interest.

Dated: \_\_\_\_\_

Beneficiary and Substituted Trustee:

The City of Imperial

By: \_\_\_\_\_

Name:

Title:

A.P.N.:

Partial Reconveyance - continued

File No.: **VDV-A (KS)**

Date: **March 11, 2026**

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 \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

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.

*This area for official notarial seal.*

\_\_\_\_\_  
Notary Signature

A.P.N.:

Partial Reconveyance - continued

File No.: **VDV-A (KS)**  
Date: **March 11, 2026**

**Exhibit "A"**

**Legal Description**

Real property in the City of Imperial, County of Imperial, State of California, described as follows:

Lot 484-493, 512-521 and 550-568 of MONTERREY PARK SUBDIVISION NO. 2 – UNIT 4C, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 28, Page 60 through 62 of Final Maps, in the Office of the County Recorder of Imperial County.

APN:

**Phases 62 - 67**

**See Sheet 7 of 7**

# MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4C

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

### SURVEYOR'S STATEMENT:

I, MATTHEW W. SPIRO, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION ON JANUARY 26, 2019; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN SUCH TIME AS IS INDICATED ON THE ATTACHED SHEETS) AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



*Matthew W. Spiro*  
MATTHEW W. SPIRO, L.S. 8461  
LICENSE EXPIRES 12-31-2024

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PACIFIC WEST DEVELOPMENT ON JANUARY 26, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



*Matthew W. Spiro*  
MATTHEW W. SPIRO, L.S. 8461  
LICENSE EXPIRES 12-31-2024

### ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF THREE (3) SHEETS, THAT THE SUBDIVISION SHOWN HERewith IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JUNE 15, 2005, THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 2016, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAPS MAP IS TECHNICALLY CORRECT.

DATED THIS 30<sup>th</sup> DAY OF MAY, 2023



*David Beltran*  
DAVID BELTRAN, PLS 8482  
ACTING CITY SURVEYOR  
LICENSE EXPIRES 12-31-2024

### CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED June 29, 2023 HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS AND PUBLIC UTILITIES EASEMENTS OFFERED FOR DEDICATION AS SHOWN HERewith.

*Kristina Shields*  
KRISTINA SHIELDS  
CLERK OF THE CITY COUNCIL

### SIGNATURE OMISSIONS STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED, AND THAT THEIR INTEREST CANNOT RIPEN INTO FEE TITLE.

- (A) IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE AND TELEGRAPH LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1909, IN BOOK 27, PAGE 307 OF DEEDS. THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- (B) IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1909, IN BOOK 27, PAGE 308 OF DEEDS. THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- (C) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES, AS SET FORTH IN A DOCUMENT RECORDED JANUARY 28, 1938, IN BOOK 478, PAGE 547 OF OFFICIAL RECORDS. THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- (D) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR ELECTRICAL POWER, DRAINAGE AND/OR CANAL(S) FACILITIES AND INCIDENTAL PURPOSES, AS DEDICATED ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (PLOTTED HEREON)
- (E) COUNTY OF IMPERIAL, AN OVERFLIGHT EASEMENT AS SHOWN ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (BLANKET EASEMENT- NOT PLOTTED)
- (F) COUNTY OF IMPERIAL, AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES. RECORDED MAY 5, 2006 AS INST. NO. 2006-022403 OF OFFICIAL RECORDS. (BLANKET EASEMENT- NOT PLOTTED)
- (G) UNKNOWN ENTITY(IES) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY. (PLOTTED HEREON)
- (H) UNKNOWN ENTITY(IES) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT PLOTTED)

### OVERFLIGHT EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET. SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. ANY SUBSEQUENT DEED CONVEYING PARCELS OR LOTS SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

### SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS INC., DATED APRIL 1, 2004, UNDER THE DIRECTION OF JEFFREY D. LYON, REGISTERED CIVIL ENGINEER 31921 AS REPORT LE04066. SAID REPORT WAS UPDATED ON SEPTEMBER 16, 2010 AS REPORT UPDATE NO. LE10243. A COPY OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

### SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP.

- TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. 2023011797
- TITLE: TAX CERTIFICATION INSTRUMENT NO. 2023011796
- TITLE: RESOLUTION INSTRUMENT NO. \_\_\_\_\_
- TITLE: PUBLIC ROAD AND UTILITY EASEMENT INSTRUMENT NO. \_\_\_\_\_
- TITLE: Subdivision Agreement & Improvement Security INSTRUMENT NO. 2023011798
- TITLE: \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_
- TITLE: Short Term Deal of Trust & Assignment of Reits INSTRUMENT NO. 2023011799

### LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2- UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

### OWNER'S CERTIFICATE:

I, HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDED OF THIS FINAL MAP; THAT WE OFFER FOR DEDICATION TO PUBLIC USE ANY STREET AND OTHER PUBLIC EASEMENTS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: *Daniel E. Doobzon* DATE: 04/13/2023

TITLE: AUTHORIZED SIGNATORY

### NOTARY ACKNOWLEDGEMENT

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 Riverside

ON 4/13/2023 BEFORE ME, Daniel E. Doobzon Notary Public, PERSONALLY APPEARED Daniel E. Doobzon 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 THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

*Daniel E. Doobzon*  
SIGNATURE OF NOTARY PUBLIC

MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.  
MY COMMISSION NUMBER: 2289723  
MY COMMISSION EXPIRES ON: 4/20/2023

### TITLE COMPANY CERTIFICATE:

I, HEREBY CERTIFY THAT THE PERSON(S) SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

FIRST AMERICAN TITLE COMPANY

*Jesus Duran*  
TITLE OFFICER

### COUNTY RECORDER'S CERTIFICATE:

FILED THIS 31<sup>st</sup> DAY OF July, 2023, AT 2:33 O'CLOCK P.M. IN BOOK 28 AT PAGES 60-62, AT THE REQUEST OF RDS AND ASSOCIATES.

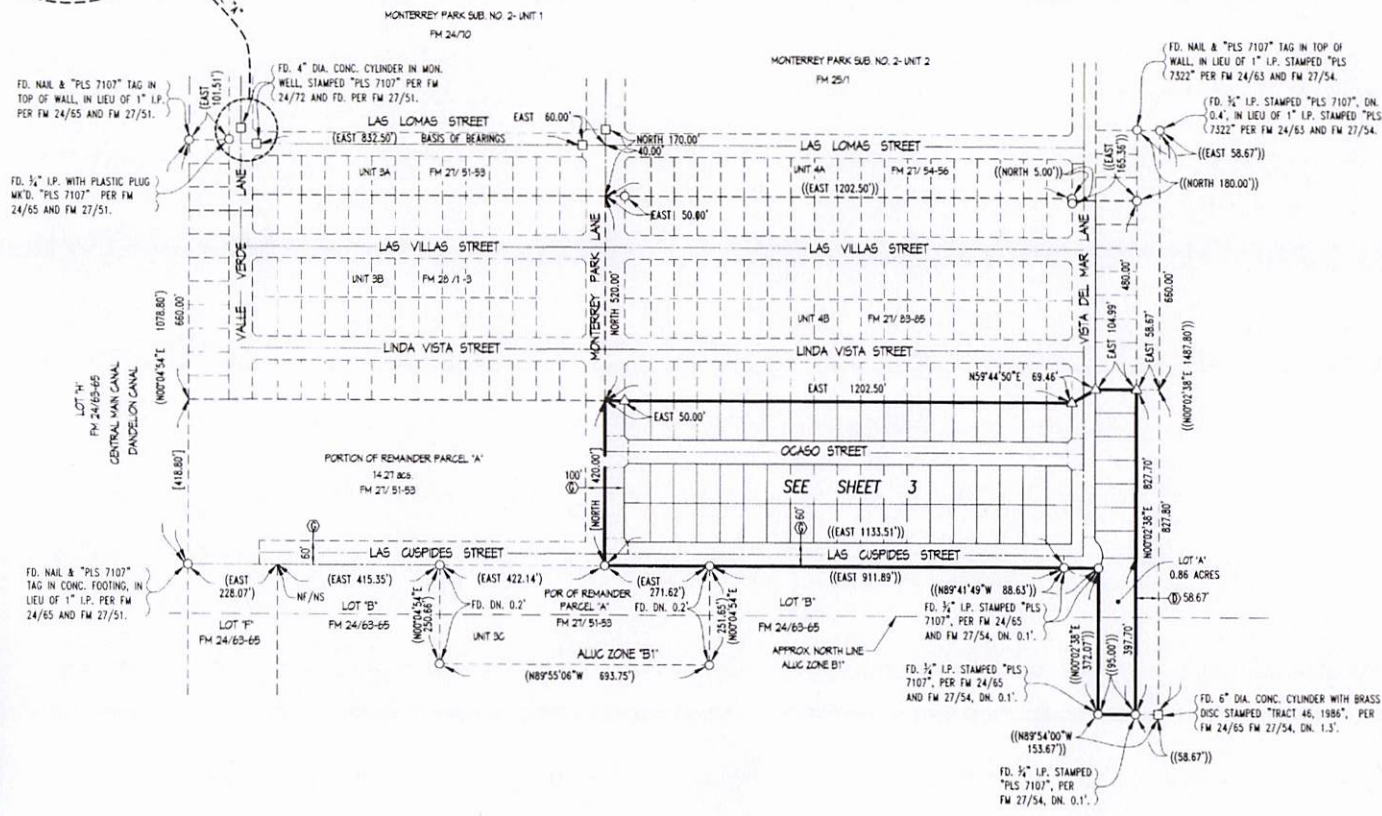
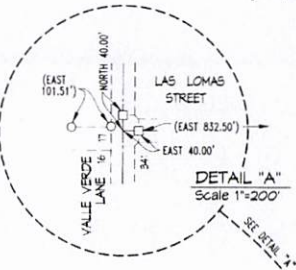
*Chuck Storey*  
CHUCK STOREY  
COUNTY RECORDER

RDS AND ASSOCIATES

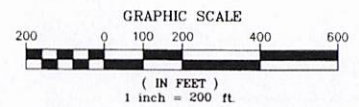
# MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4C

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

INDEX SHEET



Scale 1"=200'



**SURVEYOR'S NOTES:**

- UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAGGED "LS 8461" WITHIN 90 DAYS OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD AND BRASS TAG STAMPED "LS 8461" SHALL BE PLACED INSTEAD OF THE MENTIONED PIPE.
- SOME INCREMENTAL DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE INCREMENTAL DISTANCES.

**LEGEND:**

- INDICATES SET 1" IRON PIPE TAGGED "LS 8461", FLUSH, UNLESS NOTED.
- INDICATES FD. 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "PLS 7107", FLUSH, PER FM 27/54-56, UNLESS NOTED.
- INDICATES FD. 4" DIA. CONC. CYLINDER STAMPED "PLS 7107", IN MON. WELL BOX, PER FM 27/51-53, UNLESS NOTED.
- △ INDICATES FD. 1" IRON PIPE TAGGED "LS 8461", FLUSH, PER MONTERREY PARK SUBDIVISION NO. 2- UNIT 4B, PER FM 27/ 83-85, UNLESS NOTED.
- [ ] INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3B, AS RECORDED IN BOOK 28 OF FINAL MAPS, PAGES 1-3, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- ( ) INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- (( )) INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 54-56, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- (ALUC) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1996 REVISIONS
- Ⓐ INDICATES EASEMENT AS NOTED UNDER SIGNATURE OMISSION STATEMENT ON SHEET 1.
- INDICATES SUBDIVISION BOUNDARY LINE

THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 15.22 ACRES.

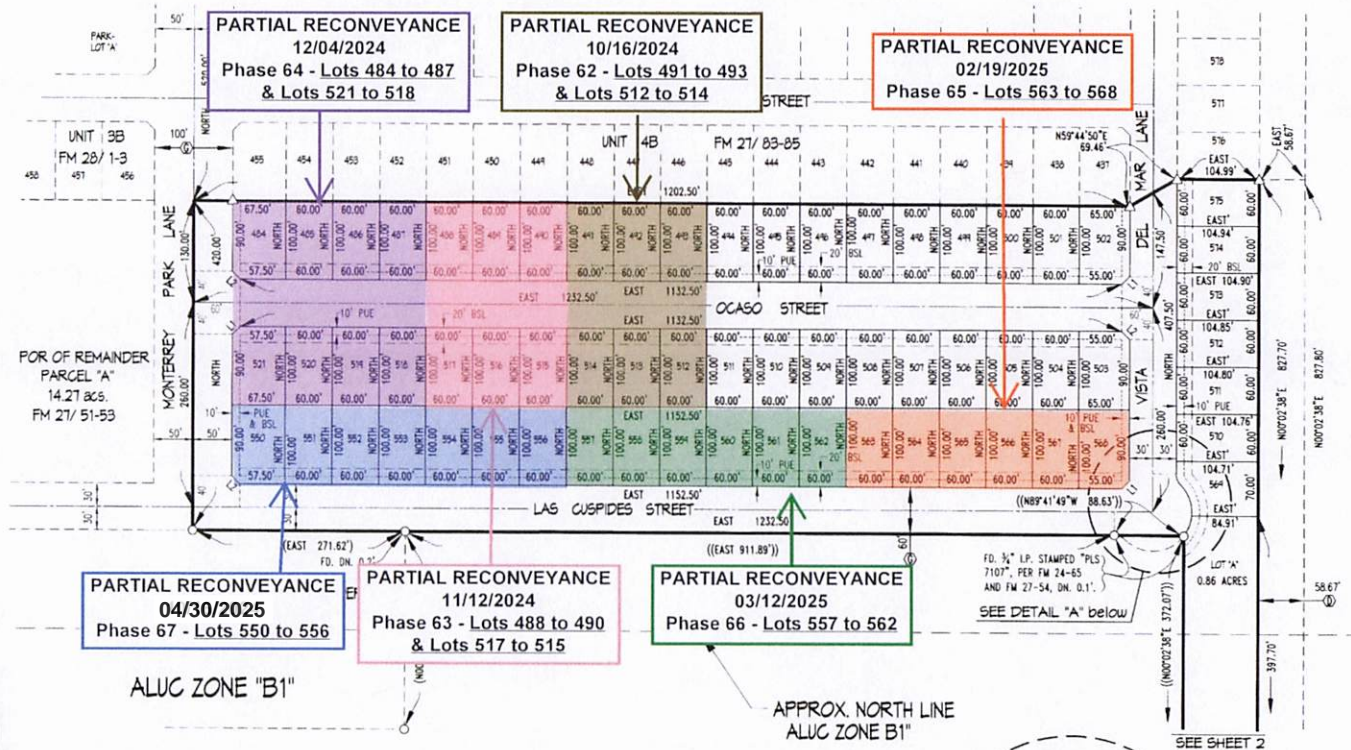
**BASIS OF BEARINGS**

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RDS AND ASSOCIATES

# MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4C

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



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**PARTIAL RECONVEYANCE**  
04/30/2025  
Phase 67 - Lots 550 to 556

**PARTIAL RECONVEYANCE**  
11/12/2024  
Phase 63 - Lots 488 to 490 & Lots 517 to 515

**PARTIAL RECONVEYANCE**  
03/12/2025  
Phase 66 - Lots 557 to 562

**PARTIAL RECONVEYANCE**  
02/19/2025  
Phase 65 - Lots 563 to 568

**PARTIAL RECONVEYANCE**  
10/16/2024  
Phase 62 - Lots 491 to 493 & Lots 512 to 514

**PARTIAL RECONVEYANCE**  
12/04/2024  
Phase 64 - Lots 484 to 487 & Lots 521 to 518

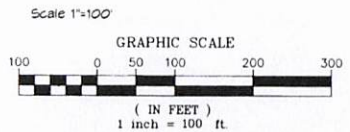
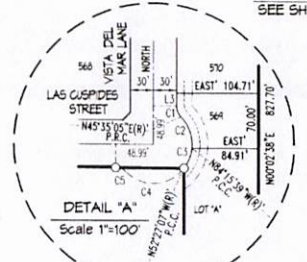
**LINE DATA TABLE**

LINE	BEARINGS	LENGTH
L1	N45°00'00"E	14.14'
L2	N45°00'00"W	14.14'
L3	NORTH	16.01'

**CURVE DATA TABLE - See Detail "A"**

CURVE	DELTA	RADIUS	LENGTH
C1	Δ=44°24'56"	R=20.00'	L=15.50'
C2	Δ=50°09'17"	R=50.00'	L=43.77'
C3	Δ=37°48'55"	R=50.00'	L=27.76'
C4	Δ=96°52'15"	R=50.00'	L=84.54'
C5	Δ=44°24'55"	R=20.00'	L=15.50'

MAR PER FM 24/73  
MAR PER FM 24/73





# City Council STAFF REPORT

Document ID: 2026-108  
Category: Action Item

**Department:** Public Services  
**Department Head:** Jenell Guerrero, Interim Public Services Director  
**Meeting Date:** April 1, 2026

**SUBJECT:**

**APPROVE GRID 2 SIDEWALK SURVEY PROPOSAL FROM PRECISION CONCRETE CUTTING**

**BACKGROUND:**

On April 2, 2025, the City Council approved and adopted the Sidewalk Inspection and Maintenance Program, which divided the City into five grids, with one grid scheduled for inspection each year beginning with Grid 1.

Grid 1 has been completed, including all data collection and the repair of eligible locations in accordance with the program and approved agreements.

While the adopted program anticipated completing one grid per year, staff is requesting that the City Council approve data collection for Grid 2 during the current fiscal year (FY 25-26). The scope of work for Grid 2 data collection will remain consistent with prior efforts and will include a Survey of Path of Travel and Curb Trip Hazards, at a cost of \$13,529.59.

Repair services for Grid 2 would be scheduled for the following fiscal year (FY 26-27), if approved by the City Council, and a separate item will be brought forward for Council consideration before proceeding with those services.

**FISCAL IMPACT:**

Streets Budget: 01-320-5210  
\$13,529.59

**REQUESTED ACTION:**

Approve Grid 2 Sidewalk Survey Proposal from Precision Concrete Cutting.

**CITY MANAGER RECOMMENDATION:**

Approve recommended action.

Attachments:

1. Sidewalk Survey Proposal - City of Imperial Grid 2
2. Sidewalk Grids-Model



# Sidewalk Survey Proposal City of Imperial (Grid 2)

The information in this summary and proposal is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

## **Services and Responsibilities**

1. The City of Imperial shall provide maps of specified areas to Precision Concrete Cutting.
2. Precision Concrete Cutting shall inspect public right-of-ways designated on the maps.
3. Precision Concrete Cutting shall use current ADA standards and Member standards in determining tripping hazards. These hazards shall include, but not be limited to:
  - a) Differential displacement between sidewalk sections 3/8 inch or greater
  - b) Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
  - c) Deteriorated joints that have an eroded condition and are 1/2 inch wide or greater
4. Precision Concrete Cutting shall record location of damaged sections in a GPS device.
5. Data entered into the GPS device shall be provided in writing to the The City of Imperial.
6. Precision Concrete Cutting shall provide written inspection report that shall include, but not be limited to:
  - a. Identification and description of each problem condition
  - b. Physical address and location including GPS location data
  - c. Size of the hazards in height, length, and square foot
  - d. Probable cause of the hazard, if evident
  - e. Pictures of damaged areas
  - f. Priority for repair; high, medium, low
  - g. Recommended action to be taken.
7. Precision Concrete Cutting shall report to the The City of Imperial the results of the inspection upon completion.

## ITEM – Sidewalk Survey Breakdown

The table below outlines the options available for the sidewalk survey.

Our evaluation will focus on vertical displacements of 3/8 inch or greater to ensure compliance with ADA (Americans with Disabilities Act) standards and improve pedestrian safety throughout the community.

### Sidewalk Survey Options:

- **Path of Travel Only** - Includes the assessment and GIS data collection of hazards that fall within the main path of travel.
- **Curb Locations** - Includes the assessment and GIS data collection of hazards that fall within the main path of travel along with panels with vertical displacements located adjacent to or directly on the curb.

### Survey of Path of Travel and Curb Trip Hazards

Survey Option	# of Sidewalk Miles	Cost per Sidewalk Mile	Price
<b>Path Of Travel Only</b> Path of travel hazards within ADA standards	18.125	\$496.46	<b>\$8,998.34</b>
<b>Curb Locations</b> Added survey of trip hazards located adjacent to or directly on the curb.	18.125	\$250	<b>\$4,531.25</b>
		<b>Total</b>	<b>\$13,529.59</b>

**Customer assistance is requested for the following:**

- Notification to residents that Precision Concrete Cutting will be in the area performing sidewalk assessments.

**CLARIFICATIONS**

- Where bonds are necessary for a particular client/project, all bonding costs incurred by Precision Concrete Cutting will be forwarded to the client for full reimbursement.
- In the event of inclement weather, there will be a temporary suspension of work to protect our employees or materials against any damage/injury from the weather conditions.
- Project to be completed on weekdays. Client to ensure that work area will remain clear of foot traffic where possible. If weekend days are requested, additional fees will be applied.
- Project will take time to complete. Your business representative will work with you in providing a start date, along with the full estimated time to complete work.

**WARRANTY**

Precision Concrete Cutting guarantees that all work is completed according to industry standards. We agree to correct, repair, or replace any of our work that proves to be defective in workmanship or material within a period of one year from the completion of the project without expense to the Owner, ordinary wear and tear and unusual abuse or neglect excepted

---

**PRECISION CONCRETE CUTTING**  
CSLB# 925449

\_\_\_\_\_ Date

Parker Yocum, Business Manager  
Direct: 9517601945  
parker@pcctriphazardremoval.com

\_\_\_\_\_ Signature

---

ACCEPTANCE OF PROPOSAL: The forgoing proposal is accepted and is intended to be a binding contract for the performance of the work identified herein. Additional Terms Apply.

**Project: City of Imperial (Grid 2)**

**TOTAL APPROVED CONTRACT PRICE**

\_\_\_\_\_ Date

**Path of Travel and Curb Survey**

**\$13,529.59 (NET 30)**

\_\_\_\_\_ Signature

*In the event of inclement weather, there will be a **temporary suspension of work** to protect our employees or materials against any damage/injury from the weather conditions. Your business representative will work with you to reschedule on the next available work day.*

\_\_\_\_\_ (Please print name and title)

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[www.sandiegosidewalks.com](http://www.sandiegosidewalks.com)

### ADDITIONAL TERMS

1. **Expiration of this Proposal.** The offer to perform the work for the price and terms set forth in this Proposal and Contract is valid for **ninety (90) days**. After ninety (90) days, there may be an increase due to materials cost, which Precision Concrete Cutting has no control over.
2. **Permits and Fees.** This quotation excludes any permits, fees, bonds, engineering, or inspections. Any exclusionary costs will be carried over to the Client.
3. **Limitations.** The parties agree that Precision Concrete Cutting is not responsible for, and may not be held liable for any loss, expenses, delays, or consequential damages resulting from natural disasters, inclement weather, strikes, lockouts, boycotts, material shortages, material stolen from the work site, national emergency, civil unrest, government shutdowns, stay-at-home orders, pandemics, acts of God, or other factors and causes reasonably beyond the control of Precision Concrete Cutting.
4. **Failure to Make Timely Payments.** Full payment on invoices is due **thirty (30) days** after completion of the assessment, unless stated otherwise on the proposal. Unpaid balances will accrue interest at the rate of one and on-half percent (1.5%) per month until paid. Client will also pay contractor filing fees and court fees. It is the responsibility of the owner to review all completed work prior to invoice due date. Any disputes after the due date will only be addressed after payment has been made to Precision Concrete Cutting, and the issue to be addressed has been submitted to your account manager, in writing. A mechanics lien will be placed on all projects whose billing reaches and exceeds 70 days.
5. **Complete Agreement.** This Agreement is not a “standard form contract.” Each party has participated in the negotiations leading to this document. Any presumption that an ambiguity in this Agreement should be construed against the drafting party is hereby waived. These “additional terms” supersede any conflicting terms in any other documentation.
6. **Warranty.** One-year warranty on materials and workmanship

### NOTICE TO OWNER

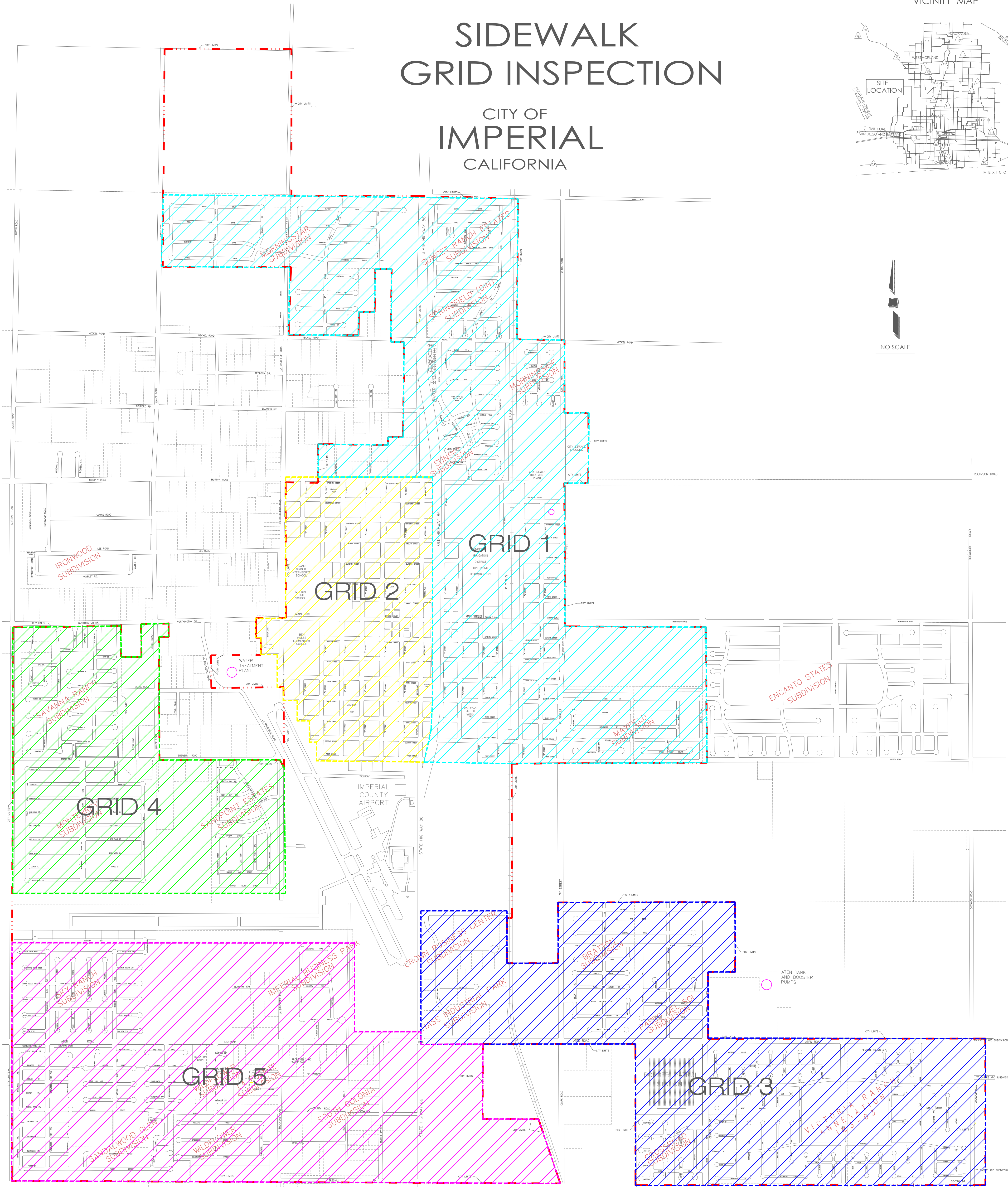
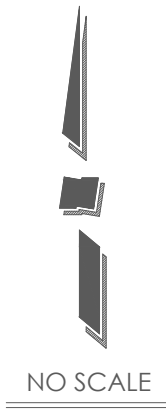
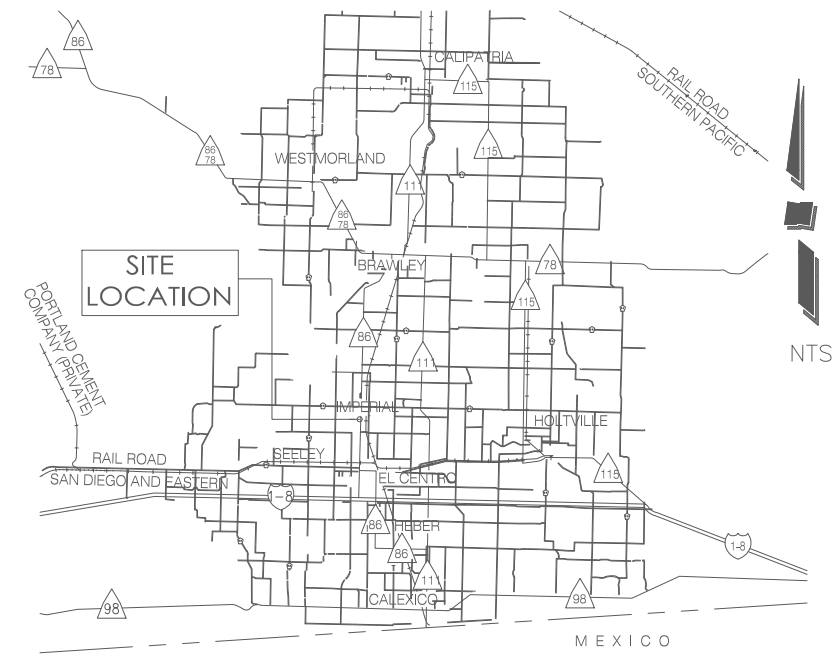
If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, for all or part of your property being so improved will be placed against the property for any past due invoice that reaches and exceeds 70 days.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contract may be referred to the registrar of the board whose address is: Contractor State License Board, 9835 Goethe Road, Sacramento, California 95826.

# SIDEWALK GRID INSPECTION

CITY OF  
**IMPERIAL**  
CALIFORNIA

VICINITY MAP



LEGEND:

- CITY BOUNDARY LINE.
- SOUTHERN PACIFIC RAILROAD

- GRID 1 - FY 2025/26
- GRID 2 - FY 2026/27
- GRID 3 - FY 2027/28
- GRID 4 - FY 2028/29
- GRID 5 - FY 2029/30

EXISTING SIDEWALK INSPECTION PROGRAM		SHEET <b>1</b> OF: 1
IN THE CITY OF IMPERIAL, CA	DATE: 1/1/25	BY:
CLIENT: CITY OF IMPERIAL, CALIFORNIA	JOB NO.:	



# City Council STAFF REPORT

Document ID: 2026-110  
Category: Action Item

**Department:** Community Development  
**Department Head:** Othon Mora, Community Development Director  
**Meeting Date:** April 1, 2026

**SUBJECT:**

**7TH STREET REHABILITATION & PEDESTRIAN IMPROVEMENTS FROM S. "D" STREET TO S. "E" STREET, LPPSB1-5134(029)**

1. Approval of Balancing Change Order.
2. Acceptance of Work Completed.
3. Authorizing City Clerk to file Notice of Completion in the Imperial County Clerk/Recorder's Office.

**BACKGROUND:**

On May 8<sup>th</sup>, 2024, the Community Development Department was directed by City Council per Agenda Item C-3 to conduct a competitive BID process for the 7<sup>th</sup> St Rehabilitation & Pedestrian Improvements from S "D" Street to S "E" Street. Thereafter, City Council awarded a contract to Rove Engineering, INC. to complete the construction of said project per Agenda Item C-7.

The project was funded through LPP SB-1 & LTA Measure "D" funds.

The construction project was successfully completed on June 18<sup>th</sup> 2025.

All work was completed per Approved Improvement Plans. Final quantities have been accounted for in the balancing change order attached herewith as Exhibit A for review and approval.

**FISCAL IMPACT:**

Original Contract Sum:.....	\$275,100.86
Net Change by C.O.1:.....	\$5,330.60
Total Amount Billed (Incl. Retention):.....	\$280,431.46
Contingency: 25%	

Remaining Funds (Incl. Contingency):... \$22,179.49

**REQUESTED ACTION:**

Staff recommends approval of the balancing change order, acceptance of the work as completed, and authorization to file the "Notice of Completion" with the County Clerk/Recorder's Office.

**CITY MANAGER RECOMMENDATION:**

Approve recommended action.

Attachments:

1. EXHIBIT A - Balancing Change Order 7th St Rehabilitation & Pedestrian Improvements from D st to E st
2. EXHIBIT B FINAL REPORT\_BEFORE AND AFTER
3. EXHIBIT C - Notice of Completion\_7th St Rehabilitation Project\_BID NO. 2024-04



City of Imperial
Community Development Department
420 South Imperial Avenue
Imperial, CA 92251
Phone: (760) 355-1152
Fax: (760) 355-4718

CONSTRUCTION
BALANCING CHANGE ORDER

Distribution to:

02-12-2026

- OWNER
ENGINEER
CONTRACTOR
FIELD
OTHER

CHANGE ORDER NO. 1

PROJECT: City of Imperial
7th ST REHABILITATION & PEDESTRIAN IMPROVEMENTS FROM S. "D" STREET TO S. "E" STREET
LPPSB1-5134(029)

TO: ROVE Engineering, Inc.
Francisco Duffy, Project Manager
P.O. Box 2108, El Centro, CA 92243
Phone: (760) 425-0001

Contractor is directed to make the following change(s) to the original contract:

1) Balancing Change Order. See Exhibit "A" for details
Change Order Amount = \$5,330.60

Original Contract: \$ 275,100.86
Change Order#1: \$ 5,330.60
New Contract Amount: \$ 280,431.46

Total Contract Increase = 1.94%

Not valid until signed by both the Owner and the Contractor.

Signature indicates his agreement herewith, including any adjustment in the contract sum or contract time.

Authorized by:

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

By:

Date:

---

Dennis Morita  
City Manager

***ROVE Engineering, Inc.***  
P.O. Box 2108, El Centro, CA 92243  
Phone: (760) 425-0001

By:

Date:

---

Francisco Duffy  
Project Manager

# EXHIBIT "A"

## CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3  
APPLICATION DATE: 10/17/2025  
PERIOD TO: 09/30/2025  
PROJECT NO: 24-086

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)  5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
1	Mobilization	\$5,025.42	\$5,025.42	\$0.00	\$0.00	\$5,025.42	100%	\$0.00	\$251.27
2	Traffic Control	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
3	SWPPP	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
4	Pulverize Existing Asphalt	\$14,772.88	\$14,772.88	\$0.00	\$0.00	\$14,772.88	100%	\$0.00	\$738.64
5	4" HMA	\$44,023.18	\$44,023.18	\$0.00	\$0.00	\$44,023.18	100%	\$0.00	\$2,201.16
6	Demo of Sidewalk	\$12,254.03	\$12,255.00	\$0.00	\$0.00	\$12,255.00	100%	(\$0.97)	\$612.75
7	Install Sidewalk	\$21,498.30	\$21,500.00	\$0.00	\$0.00	\$21,500.00	100%	(\$1.70)	\$1,075.00
8	Demo of Driveway	\$8,156.52	\$8,154.00	\$0.00	\$0.00	\$8,154.00	100%	\$2.52	\$407.70
9	Install Driveway	\$19,145.17	\$19,139.25	\$0.00	\$0.00	\$19,139.25	100%	\$5.92	\$956.96
10	Install Cross Gutter	\$16,132.61	\$16,132.61	\$0.00	\$0.00	\$16,132.61	100%	(\$0.00)	\$806.63
11	Demo Free Standing Curb	\$14,890.79	\$18,196.73	\$0.00	\$0.00	\$18,196.73	122%	(\$3,305.94)	\$909.84
12	Install PCC Curb and Gutter	\$33,899.13	\$41,425.16	\$0.00	\$0.00	\$41,425.16	122%	(\$7,526.03)	\$2,071.26
13	Demo Existing ADA	\$12,435.60	\$12,440.00	\$0.00	\$0.00	\$12,440.00	100%	(\$4.40)	\$622.00
14	Install ADA	\$24,871.20	\$24,871.20	\$0.00	\$0.00	\$24,871.20	100%	\$0.00	\$1,243.56
15	Remove and Replace Fire Hydrant	\$21,996.03	\$21,996.03	\$0.00	\$0.00	\$21,996.03	100%	\$0.00	\$1,099.80
16	Remove and Replace Striping	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,500.00	\$0.00
17	Surveying	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	\$275.00
18	Geo Technical	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
21	Adjustment -Over run Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$5,330.60	\$0.00
	<b>GRAND TOTALS</b>	\$275,100.86	\$280,431.46	\$0.00	\$0.00	\$280,431.46	#NAME?	(\$0.00)	\$14,021.57

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Balancing Change Order total:  
\$5,330.60

EXHIBIT B  
BEFORE AND AFTER PHOTO  
7<sup>TH</sup> ST FROM S. "D" STREET TO "E" STREET

---

Before



After



EXHIBIT B  
BEFORE AND AFTER PHOTO  
7<sup>TH</sup> ST FROM S. "D" STREET TO "E" STREET

---

Before



After



EXHIBIT B  
BEFORE AND AFTER PHOTO  
7<sup>TH</sup> ST FROM S. "D" STREET TO "E" STREET

---

Before



After



EXHIBIT B  
BEFORE AND AFTER PHOTO  
7<sup>TH</sup> ST FROM S. "D" STREET TO "E" STREET

---

Before



After



EXHIBIT B  
BEFORE AND AFTER PHOTO  
7<sup>TH</sup> ST FROM S. "D" STREET TO "E" STREET

---

Before



After



**RECORDING REQUESTED BY**

City of Imperial

**AND WHEN RECORDED MAIL TO**

Community Development Director  
City of Imperial  
400 South Imperial Avenue, Suite 101  
Imperial, CA 92251

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is OWNER of the interest stated below in the property hereinafter described.
2. The FULL NAME of the undersigned is City of Imperial
3. The FULL ADDRESS of the undersigned is 420 South Imperial Avenue, Imperial, CA 92251
4. The NATURE OF THE INTEREST of the undersigned is: In Fee
5. The FULL NAMES AND FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

**NAMES**

**ADDRESSES**

6. NONE

7. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvement herein referred to:

**NAMES**

**ADDRESSES**

NONE

8. A work of improvement on the property hereinafter described was COMPLETED on June 18, 2025
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is ROVE Engineering, Inc.
10. The street address of said property is 7<sup>th</sup> Street from S. "D" Street to S. "E" Street.
11. The property on which said work of improvement was completed is in the City of Imperial, County of Imperial, State of California, and is described as follows: 7<sup>th</sup> Street Rehabilitation & Pedestrian Improvements from S. "D" Street to S. "E" Street.

Date: April 1, 2026

Signature: \_\_\_\_\_

Name and title: Othon Mora, Community Development Director, City of Imperial

**VERIFICATION**

I, the undersigned, say:

I am Othon Mora the Community Development Director of the City of Imperial, the owner of the aforesaid interest in the property described in the above notice;

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2026 at Imperial, California

Signature, Othon Mora, Community Development Director, City of Imperial



## City Council STAFF REPORT

Document ID: 2026-119

Category: Resolution

**Department:** City Manager's Office  
**Department Head:** Dennis H. Morita, City Manager  
**Meeting Date:** April 1, 2026

### SUBJECT:

**APPROVAL OF RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO PURCHASE AND SALE AGREEMENT TO SELL APN 063-054-038 (25,311.72 SQUARE FEET VACANT LAND) TO JMJ SOUTHWEST LIMITED LIABILITY COMPANY**

### BACKGROUND:

The City of Imperial was approach by Dr. Minerva Kelada to purchase a city-owned parcel of vacant land near the intersection of Highway 86 and West Belford Road (NW Quadrant). The proposed purchaser is a Limited Liability Company controlled (in part) by Dr. Minerva Kelada. Dr. Kelada (or entity controlled by her) also owns approximately 15 acres of land immediately adjacent to the subject property between West Belford Road and Neckel Road.

The City of Imperial completed a "Broker's Opinion of Value" through Johnson Commercial Real Estate (a commercial/industrial real estate broker headquartered in the Coachella Valley, but experienced in both Imperial County and the City of Imperial) and determined the vacant parcel is worth about \$53,750 (approximately \$2.12 per square foot).

The attached Resolution approves a Purchase and Sale Agreement between the City of Imperial and JMJ SouthWest Limited Liability Company providing for the opening of escrow, completion of a due diligence period and sale terms.

Staff is recommending the City Council approve Resolution 26-12, authorizing the City Manager to enter into a Purchase and Sale Agreement for APN 063-054-038 (approximately 25,311.72 square feet).

### FISCAL IMPACT:

The City of Imperial will receive \$53,750 as consideration for the acquisition of about 25,311.72 square feet of vacant land (APN 063-054-038) at such time the transaction is consummated.

**REQUESTED ACTION:**

Staff recommends approval of a Purchase and Sale Agreement with JMJ SouthWest Limited Liability Company and adopt Resolution No. 2026-12, APPROVING THE SALE OF ASSESSOR'S PARCEL NUMBER 063-054-038 (APPROXIMATELY 25,311.72 SQUARE FEET OF VACANT LAND) AND AUTHORIZING CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO EFFECTUATE SAID SALE

**CITY MANAGER RECOMMENDATION:**

Approve recommended action.

Attachments:

1. Resolution Authorizing Sale of APN 063-054-038
2. Purchase Sale Agreement with SouthWest Limited Liability Company
3. Legal Description & Parcel Map (Exhibit A)

**RESOLUTION 2026-12**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL  
APPROVING THE SALE OF ASSESSOR'S PARCEL NUMBER 063-054-038  
(APPROXIMATELY 25,311.72 SQUARE FEET OF VACANT LAND) AND  
AUTHORIZING CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO A  
PURCHASE AND SALE AGREEMENT TO EFFECTUATE SAID SALE**

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

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

**WHEREAS**, JMJ SouthWest Limited Liability Company owns approximately fifteen (15) acres of land immediately adjacent to the subject property, and,

**WHEREAS**, The City of Imperial has determined that the subject property (APN 053-054-038) is surplus land, and,

**WHEREAS**, The City of Imperial had a licensed and experienced real estate broker complete a Broker's Opinion of Value to determine a Fair Market Value/Price for the subject property, and,

**WHEREAS**, JMJ SouthWest Limited Liability Company have agreed to the Fair Market Value/Price for the vacant property and desire to develop the subject property generating additional employment opportunities and tax revenue for the benefit of the community.

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

1. The sale of approximately 25,311.72 square feet of vacant land nearer the NW quadrant of Highway 86 and West Belford Road will provide an opportunity for JMJ SouthWest Limited Liability Company to develop the land.
2. The City Manager is hereby authorized to enter into a Purchase and Sale Agreement to sell the subject parcel to JMJ SouthWest Limited Liability Company.
3. The City Manager is authorized and directed to take all actions necessary and convenient to implement the Purchase and Sale Agreement described in this Resolution. Further, the City Manager, in consultation with the City Attorney is hereby provided authority to make minor changes to the Purchase and Sale Agreement as to affect the overall objective of the transaction.
4. Certification. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial this 1<sup>st</sup> Day of April, 2026.

\_\_\_\_\_  
Ida Obeso-Martinez, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Shields, City Clerk

(SEAL)

STATE OF CALIFORNIA

COUNTY OF IMPERIAL

CITY OF IMPERIAL

I, Kristina Shields, City Clerk of the City of Imperial, do hereby certify that the forgoing Resolution 26-\_\_ was duly and regularly adopted by the City Council of the City of Imperial at a meeting thereof held on the 1<sup>st</sup> day of April, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Kristina Shields, City Clerk

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into as of the 1st day of April, 2026 (“Effective Date”) between **CITY OF IMPERIAL** (“Seller”) and **JMJ SouthWest Limited Liability Company**, or its assignee (“Buyer”). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, Assessor’s Parcel Number 063-054-038, containing approximately 25,311.72 square feet (.58 of an acre) of land located at the northwest quadrant of Highway 86 (North Imperial Avenue) and West Belford Road in the City of Imperial, County of Imperial, State of California (the “Property”) and more particularly described in Exhibit “A” attached hereto, upon the terms and conditions set forth in this Agreement.

2. Financial Terms.

A. Purchase Price. Purchase Price. The total “Purchase Price” shall be Fifty-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$53,750.00).

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

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

3. Close of Escrow.

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

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

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

- C. Development Approvals. If the Property needs to be rezoned, replatted, its permitted use changed or similarly redesignated or have building permits issued (“Development Approvals”), Buyer shall have one hundred eighty (180) days from the end of the Site Investigation Period to use reasonable efforts to accomplish such Development Approvals (“Development Approval Period”). Buyer shall pay all costs of Development Approvals, and Seller will cooperate (at no cost) in that effort.
- D. Disposition and Development Agreement. This transaction is subject to a finding of Public Benefit and Disposition and Development Agreement by the City of Imperial City Council.

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

- A. Seller owns good and marketable fee simple title to the Property;
- B. Seller has the authority to execute this Agreement and transfer title as stated;
- C. At Close of Escrow, title to the Property will be free and clear of all leases, liens, easements, covenants, restrictions, parties in possession and/or special encumbrances, except title exceptions permitted by Buyer;
- D. To the best of Seller’s actual knowledge after investigation, the Property, including soil, sub-soil, surface and ground water, improvements and anything else on or under the Property now is and at Close of Escrow will be free of all contamination including but not limited to asbestos, hazardous waste or hazardous substances, as defined by applicable federal and state laws, and by the Resource Conservation and Recovery Act of 1976, as amended and regulations thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the California Hazardous Waste Control Act, the California Health and Safety Code, or similar and applicable laws and regulations. Seller further has neither been advised of nor received any notice regarding any contamination affecting the Property;
- E. There are no violations of any laws or regulations of applicable governmental authorities affecting the Property, nor are there any governmental or other actions or legal proceedings pending or threatened against Seller or the Property;

- F. There are no special assessments or eminent domain proceedings pending or threatened against Seller or the Property;
- G. The Property has full, free and adjacent access to and from public highways and roads and there are no facts or conditions which would result in such access being altered; and
- H. From and after the date hereof and until Close of Escrow, Seller will maintain the Property in good order and condition and not permit or commit waste thereon.

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

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

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

IN THE EVENT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT (TO THE EXTENT DEPOSITED INTO ESCROW BY BUYER) SHALL BE PAID TO AND/OR RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER’S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY

DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389.

Seller's  
Initials \_\_\_\_\_

Buyer's  
Initials \_\_\_\_\_

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

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

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

11. Condition of Property – "As Is" Sale and Disclosures. Subject to the Seller's warranties set forth in Section 5 above, Buyer acknowledges and agrees that the Property is being sold in its present physical condition, "AS IS," with all faults, whether known or unknown, including but not limited to soil stability, drainage, access, zoning, easements, encroachments, environmental conditions, and the presence of any hazardous substances as defined under applicable federal, state, or local law.

Seller makes no warranties or representations, express or implied, regarding the condition, suitability, or permitted use of the Property, except as expressly stated in this Agreement or in any written disclosures required by California law. Seller shall provide Buyer with all disclosures mandated under the California Civil Code, including but not limited to the Natural Hazard Disclosure Statement and any known material facts affecting the Property's value or desirability.

Buyer affirms that Buyer has had, or will have during the Site Inspection Period, the opportunity to conduct, or cause to be conducted, all inspections, investigations, surveys, and other due diligence deemed necessary to evaluate the Property's condition and suitability for Buyer's

intended use. Buyer is relying solely on Buyer's own investigation and judgment, and not on any statement or representation by Seller or Seller's agents, except as expressly set forth herein.

Upon Close of Escrow, Buyer shall accept the Property in its current condition and waives any and all claims against Seller relating to the Property's condition, except for (i) claims arising from Seller's failure to comply with statutory disclosure obligations, (ii) claims based on fraud, intentional misrepresentation, or willful concealment, or (iii) Seller's breach of the Seller's warranties set forth in Section 5 above.

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

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

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

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

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

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

[Signatures on following page.]

**SELLER:**

**City of Imperial**

By \_\_\_\_\_

Title City Manager

**BUYER:**

**JMJ SouthWest Limited Liability Company**

By \_\_\_\_\_

Dr. Minerva Kelada

Attest:

\_\_\_\_\_  
Deputy City Clerk

Notice Address:

JMJ SouthWest Limited Liability Company  
1001 Blair Avenue  
Calexico, CA 92231

Notice Address:

City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251  
Attn: City Manager



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PORTION OF THAT REAL PROPERTY IN THE CITY OF IMPERIAL, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, CONVEYED TO THE CITY OF IMPERIAL, A MUNICIPAL CORPORATION, BY DIRECTOR'S DEED PER DOCUMENT NUMBER 2017000521, RECORDED JANUARY 10, 2017, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 133, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, SAID POINT BEARS SOUTH 00°22'46" EAST, 2654.16 FEET FROM THE NORTHWEST CORNER OF SAID TRACT PER SAID DIRECTOR'S DEED;

THENCE THE FOLLOWING NINE (9) COURSES PER SAID DIRECTOR'S DEED:

1. THENCE SOUTH 89°35'42" EAST, 185.06 FEET ALONG THE SOUTH LINE OF SAID TRACT 133;
2. THENCE NORTH 00°22'46" WEST, 41.97 FEET;
3. THENCE NORTH 89°35'42" EAST, 13.47 FEET TO THE BEGINNING OF A NON-TANGENT 4930.69 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 86°51'26" EAST;
4. THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°14'31", AN ARC DISTANCE OF 795.32 FEET;
5. THENCE NORTH 12°23'05" WEST, 496.47 FEET TO THE **TRUE POINT OF BEGINNING (T.P.O.B.)**;
6. THENCE CONTINUING NORTH 12°23'05" WEST, 256.33 FEET TO THE BEGINNING OF A 5070.92 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
7. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'31", AN ARC DISTANCE OF 376.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 11-IMP-86 ACCORDING TO RECORD OF SURVEY 12-67 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY;
8. THENCE SOUTH 00°23'47" EAST, 623.78 FEET;
9. THENCE NORTH 88°44'08" EAST, 117.78 FEET TO THE **TRUE POINT OF BEGINNING (T.P.O.B.)**;

**EXCEPTING THEREFROM**, A RESERVATION FOR THE BENEFIT OF THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITY PURPOSES OVER, ACROSS, AND THROUGH A STRIP OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 133, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, SAID POINT BEARS SOUTH 00°22'46" EAST, 2654.16 FEET FROM THE NORTHWEST CORNER OF SAID TRACT PER SAID DIRECTOR'S DEED;

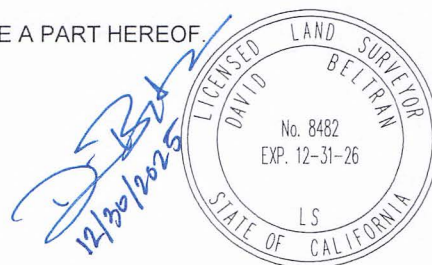
THENCE THE FOLLOWING NINE (9) COURSES PER SAID DIRECTOR'S DEED:

1. THENCE SOUTH 89°35'42" EAST, 185.06 FEET ALONG THE SOUTH LINE OF SAID TRACT 133;
2. THENCE NORTH 00°22'46" WEST, 41.97 FEET;
3. THENCE NORTH 89°35'42" EAST, 13.47 FEET TO THE BEGINNING OF A NON-TANGENT 4930.69 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 86°51'26" EAST;
4. THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°14'31", AN ARC DISTANCE OF 795.32 FEET;
5. THENCE NORTH 12°23'05" WEST, 496.47 FEET TO THE **TRUE POINT OF BEGINNING (T.P.O.B.)**;
6. THENCE CONTINUING NORTH 12°23'05" WEST, 81.52 FEET;
7. THENCE SOUTH 88°44'08" WEST, 100.84 FEET;
8. THENCE SOUTH 00°23'47" EAST, 80.00 FEET;
9. THENCE NORTH 88°44'08" EAST, 117.78 FEET TO THE **TRUE POINT OF BEGINNING (T.P.O.B.)**;

THE ABOVE DESCRIBED PROPERTY CONTAINS 25,311.72 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

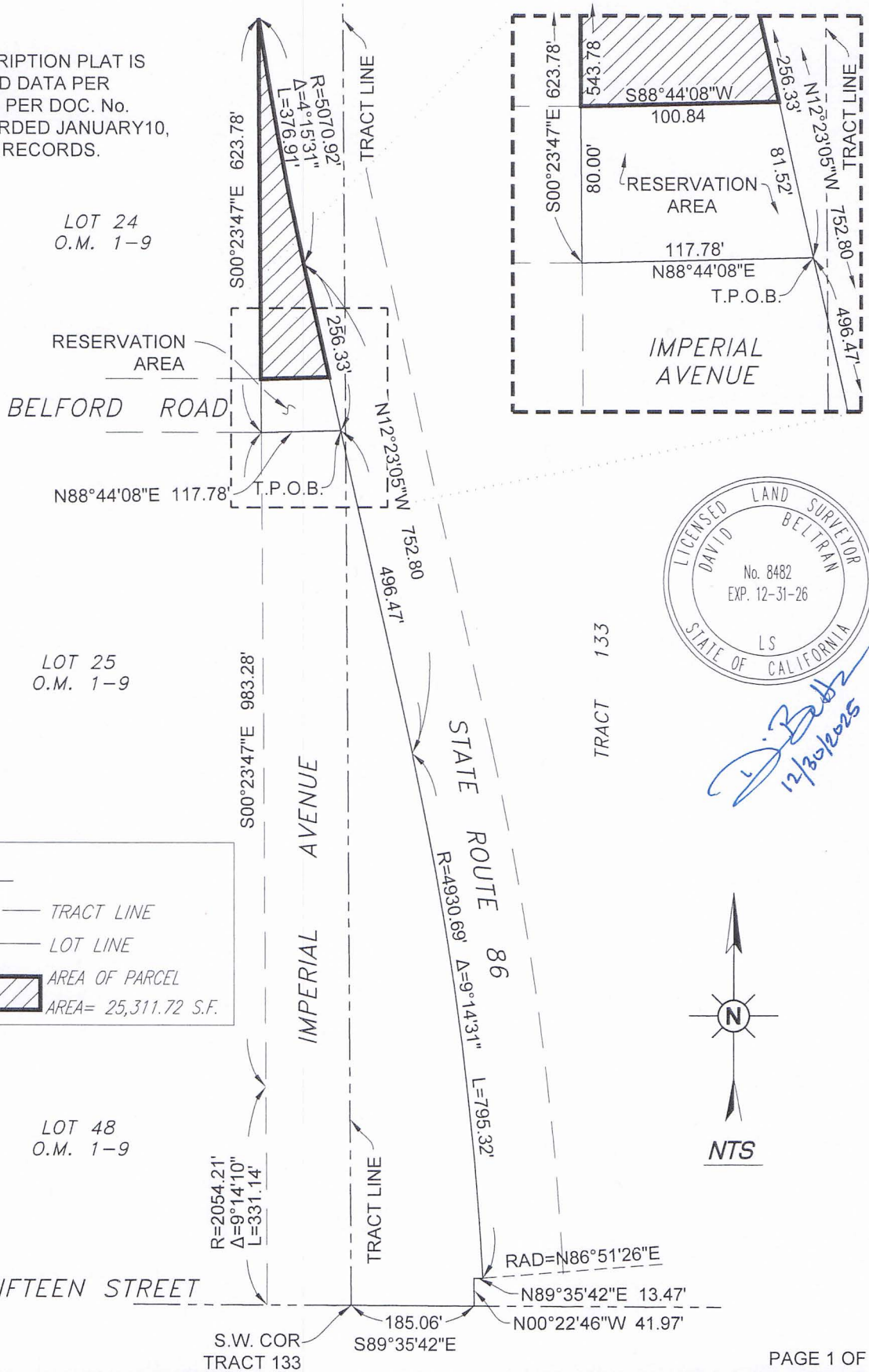
SUBJECT TO ALL COVENANTS, EASEMENTS, AND AGREEMENTS OF RECORD.



# EXHIBIT "B"




**NOTE:**

THIS LEGAL DESCRIPTION PLAT IS BASED ON RECORD DATA PER DIRECTOR'S DEED PER DOC. No. 2017000521, RECORDED JANUARY 10, 2017, OF OFFICIAL RECORDS.



*David Beltran*  
12/30/2025

**LEGEND:**

-  TRACT LINE
-  LOT LINE
-  AREA OF PARCEL  
AREA= 25,311.72 S.F.

LOT 24  
O.M. 1-9

LOT 25  
O.M. 1-9

LOT 48  
O.M. 1-9