



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

June 3, 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. 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 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. 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 at www.imperial.ca.gov. 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: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

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. iii. Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 Potential Case

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54954.5(e)) Title: City Manager

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

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

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. Presentation by Victoria Topete on Chalk the Walk Winners

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 City Council Meeting Minutes for May 8, 2026, Special Meeting, May 13, 2026, Special Meeting, and May 19, 2026, Special Meeting.

B.3. Authorization to reject claim Athens File Number CJP-3055913 as recommended by Athens.

B.4. Authorization to reject claim Athens File Number CJP-3056034 as recommended by Athens.

B.5. Authorization to reject claim Athens File Number CJP-3056421 as recommended by Athens.

B.6. Authorization to reject two claims with Athens File Number CJP-3056738 as recommended by Athens.

B.7. Approve three (3) resolutions for the Imperial Lighting Maintenance District No. 1 (Paseo del Sol and Wildflower Subdivision)

1. Resolution No. 2026-20, Intention to Conduct a Public Hearing and Order the Levy of Assessments;
2. Resolution No. 2026-21, Preliminary Approval of the Engineer's Report; and,
3. Resolution No. 2026-22, Initiating Proceedings for the Annual Levy.

B.8. Approve three (3) resolutions for the Imperial Landscape Maintenance District No. 1 (Paseo del Sol and Wildflower Subdivision);

1. Resolution No.2026-17 Intention to conduct a Public hearing and Order Levy of Assessments;
2. Resolution No. 2026-18, Preliminary Approval of the Engineer's Report; and
3. Resolution No. 2026-19, Initiating proceedings for the Annual Levy.

- B.9.** Approve three (3) resolutions for the Imperial Landscape Maintenance District No. 2 (Sky Ranch Subdivisions, Zone 2005-03)
1. Resolution No. 2026-23, Intention to Conduct a Public Hearing and Order Levy of Assessments;
 2. Resolution No. 2026-24, Preliminary Approval of the Engineer's Report; and
 3. Resolution No. 2026-25, Initiating Proceeding for the Annual Levy.
- B.10.** Approve Resolution No. 2026-26, Declaring the month of June as Men's Mental Health Month.

C. ACTION ITEMS (DISCUSSION/ACTION):

- C.1.** Approval of Urgency Ordinance No. 834, Establishing a Temporary Moratorium.

Presenter: Othon Mora, Community Development Director

Recommended Action: Adopt Interim Urgency Ordinance No. 834 AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ESTABLISHING A TEMPORARY 45-DAY MORATORIUM ON THE APPROVAL OF CERTAIN EMERGING HIGH-ENERGY INDUSTRIAL AND TECHNOLOGY USES, INCLUDING DATA CENTERS, BATTERY ENERGY STORAGE SYSTEMS, AND SIMILAR UTILITY INTENSIVE INDUSTRIAL OR TECHNOLOGICAL USES, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, while the City studies potential zoning regulations and development standards.

- C.2.** Acceptance of work completed for Aten Blvd. Rehabilitation Project between Vilore Way and Old SR-86 Project No. STPL-5134(027)

Presenter: Othon Mora, Community Development Director

Recommended Action: 1. Approval of balancing change order
2. Acceptance of Work Completed
3. Authorize City Clerk to file the Notice of Completion in the Imperial County Clerk/Recorder's Office

- C.3.** Approval of the Community Development Permit Streamlining Report.

Presenter: Othon Mora, Community Development Director

Recommended Action: Approve Resolution 2026-16, A RESOLUTION OF THE IMPERIAL CITY COUNCIL APPROVING THE COMMUNITY DEVELOPMENT PERMIT STREAMLINING AND OPERATIONAL REPORT, as recommended by the Imperial Planning Commission.

- C.4.** Award contract for the City Apartments Remodel Project, Bid No. 2026-03.

Presenter: Dennis H. Morita, City Manager

Recommended Action: Staff requests that the City Council award this project to Busted Knucklez Construction and authorize the City Manager to execute all required documentation

C.5. Declaration of Imperial Police Department 2018 Ford Fusion as Surplus

Presenter: Aaron Reel, Police Chief

Recommended Action: Approve the declaration of Imperial Police Department 2018 Ford Fusion as surplus.

C.6. Approve equipment purchase for the new City of Imperial Fire Engine.

Presenter: Victor Manriquez, Finance Director

Recommended Action: Authorize equipment purchase for the new Pierce Enforcer Fire Engine.

D. REPORTS:

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

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on June 17, 2026.

Date: 05/28/2026

Time: 4:21 pm

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Check Register Report

B.1.

Date: 05/28/2026

Time: 4:21 pm

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Check Register Report

B.1.

Date: 05/28/2026

Time: 4:21 pm

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132833	05/28/26	Printed			7751	JUNIOR'S CAFE INC.	13-20180 87781	554.47
132834	05/28/26	Printed			868	K-C WELDING & RENTALS, INC.	228047 87748	1,234.24
132835	05/28/26	Printed			5230	LABOR COMPLIANCE CONSULTANTS	4241 87979	1,200.00
132836	05/28/26	Printed			1996	LEE TIRE CO.	412152 88105	1,944.41
132837	05/28/26	Printed			101	LINCOLN LIFE	5/29/26	310.00
132838	05/28/26	Printed			8551	MANNY TAU, PSY.D.	TAU-1992 87780	2,800.00

Check Register Report

B.1.

Date: 05/28/2026

Time: 4:21 pm

Page: 4

CITY OF IMPERIAL

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
132839	05/28/26	Printed			776	MOSS, LEVY & HARTZHEIM LLP	18870 87860	25,000.00
132842	05/28/26	Printed			8669	NAPA AUTO PARTS	574523 88108	1,304.69
132843	05/28/26	Printed			8633	NC CHILD SUPPORT CENTRALIZED	5/29/26	264.00
132844	05/28/26	Printed			4481	O'REILLY	2687-216382 87639	288.16
132845	05/28/26	Printed			079	ONE SOURCE DISTRIBUTORS	S008315520.001 87982	318.20
132846	05/28/26	Printed			219	PADRE USA	16035049 87850	1,666.95
132847	05/28/26	Printed			1776	PRECISION ELECTRIC CO. INC.	0128413-IN 88056	7,614.27
132848	05/28/26	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 JUNE 2026 87867	6,853.81
132849	05/28/26	Printed			9073	RAFAEL JEREMY OROZCO	9620-0357/2311 MARLENE	19.73
132850	05/28/26	Printed			3526	RSD	3353564-00 88158	755.87
132851	05/28/26	Printed			7529	RUSSEL ROBEN	9993-0200/120 W 5TH	106.05
132852	05/28/26	Printed			9075	SAN TAN FORD	50126-1 (2) 2026 FORD F150 87640	110,146.08
132853	05/28/26	Printed			957	SC FUELS	IN-0000358745 87981	2,390.59
132854	05/28/26	Printed			8949	SEWERAI CORP	2026-4231 87980	1,911.76
132855	05/28/26	Printed			135	SOCALGAS	420 S IMPERIAL 4/10-5/11/26 87973	68.04
132856	05/28/26	Printed			2365	SPARKLETTS	24671719 052326	388.39
132857	05/28/26	Printed			7623	STERICYCLE, INC.	8014290638 87866	679.63
132858	05/28/26	Printed			068	SUNBELT RENTALS, INC.	182419835-0001 88154	6,625.00
132859	05/28/26	Printed			1265	SUPERIOR READY MIX CONCRETE LP	2605-171585 88110	268.71
132860	05/28/26	Printed			7786	TAVCO SERVICES, INC	26051801 87747	428.30
132861	05/28/26	Printed			8681	THOMAS GARCIA	5/17/26 - 5/20/26 ICSC CONFERENCE	301.00
132862	05/28/26	Printed			7708	TUCKER MINI STORAGE	JUNE 2026- UNIT 358 87565	270.00
132863	05/28/26	Printed			1934	TYLER TECHNOLOGIES, INC.	045-562469 88009	1,400.00
132864	05/28/26	Printed			6883	ULINE	207948148 87838	540.71
132865	05/28/26	Printed			931	URBAN FUTURES INCORPORATED	CD-2025-067 87868	11,500.00
132866	05/28/26	Printed			6313	US AIR CONDITIONING	7881451 87834	208.27
132867	05/28/26	Printed			1100	USA BLUEBOOK	INV01015145 88052	1,971.82
132868	05/28/26	Printed			1968	WESTAIR GASES & EQUIPMENT	0012225890 87848	128.51
132869	05/28/26	Printed			1827	WILKINSON REAL ESTATE	9319-0020/678 MCCARRAN	497.22
132870	05/28/26	Printed			4605	ZENNER USA INC	0111732-IN 86330	14,838.20

Total Checks: 171

Checks Total (excluding void checks): 1,120,433.02

Total Payments: 171

Bank Total (excluding void checks): 1,120,433.02

Total Payments: 171

Grand Total (excluding void checks): 1,120,433.02



City Council

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

MINUTES

Special Meeting of the Imperial City Council

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

May 8, 2026
Special Meeting
5:00 PM

5:00 P.M. CLOSED SESSION

The Closed Session meeting was called to order at 5:04 p.m.

City Council Convenes into Open Session.

CALL TO ORDER The Open Session meeting was called to order at 5:14 p.m.

ROLL CALL Present: Obeso-Martinez, Mendoza, Tucker, Amparano, City Attorney Tucker, City Manager Morita, Assistant to the City Manager Garcia,
Absent: Burnworth

PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT: City Attorney Turner provided the City Council with updates and direction regarding the City of Imperial vs. Imperial Valley Computer Manufacturing LLC, and Imperial Valley Manufacturing, LLC vs. City of Imperial.

A. ACTION ITEM: (DISCUSSION/DIRECTION)

A-1. Discussion/action regarding Imperial County Supervisor Price's reference to the City of Imperial in a document filed with the Imperial County Registrar of Voters on May 5, 2026.

Community Development Director Othon Mora presented a PowerPoint to the City Council outlining a timeline of communication with the data center developer.

PUBLIC COMMENTS:

Public comments were provided by resident Gina Snow and Peter Rodriguez.

ADJOURNMENT Mayor Obeso-Martinez adjourned the meeting at 6:01 p.m.



City Council

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

MINUTES

Special Meeting of the Imperial City Council

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

May 13, 2026
Special Meeting
4:30 PM

4:30 P.M. SPECIAL MEETING

CALL TO ORDER The meeting was called to order at 4:31 p.m.

ROLL CALL Present: Amparano, Tucker, Burnworth, Obeso-Martinez
Absent: Mendoza

The Pledge of Allegiance was led by Ember Haller.

PUBLIC COMMENTS FOR AGENDA ITEMS ONLY: None.

A. BUDGET WORKSHOP (DISCUSSION/DIRECTION)

A.1. City Budget Workshop for Fiscal Year 2026-2027.

Presentation: Finance Director Victor Manriquez presented the City's draft budget for General and Enterprise funds for fiscal year 2026-2027.

ADJOURNMENT Mayor Obeso-Martinez adjourned the meeting at 6:05 p.m.



Imperial City Council

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

MINUTES

Imperial City Council

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

May 19, 2026
Special Meeting
4:00 PM

4:00 P.M. CLOSED SESSION

ROLL CALL Present: Amparano, Burnworth, Tucker, Obeso-Martinez, City Manager Morita, City Attorney Turner, and Human Resources Director Kristen Smith
Absent: Mendoza

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS: None.

The City Council convened into closed session at 4:00 p.m. to discuss the Public Employee Appointment for the position of City Attorney pursuant to G.C. 54957.

ADJOURNMENT Mayor Obeso-Martinez adjourned the meeting at 7:45 p.m.



City Council **STAFF REPORT**

Document ID: 2026-227

Category: Consent Item

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: June 3, 2026

SUBJECT:

**AUTHORIZATION TO REJECT CLAIM ATHENS FILE NUMBER CJP-3055913 AS
RECOMMENDED BY ATHENS.**

BACKGROUND:

Recommendation from Athens to reject claim Athens File Number CJP-3055913 submitted by Nidia Hurtado on January 29, 2026.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

REQUESTED ACTION:

Staff recommends approval to reject claim.

CITY MANAGER RECOMMENDATION:

Attachments:

1. 2026 Claim - Hurtado, Nidia_Redacted



CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

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

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Nidia Hurtado [Redacted]
Name of Claimant Address Zip Phone Age

same
Address to which Claimant wishes notices sent

WHEN did damage or injury occur? January 23 2026

WHERE did damage or injury occur? [Redacted] (my residence)

HOW and under what circumstances did damage or injury occur? Please referral to officer report on 1-23-26 am

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

Please referral to officers report 1-23-26 (Fence)

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

\$ _____

\$ _____

\$ _____

Total Amount Claimed

\$ _____

NAMES and addresses of witnesses, Doctors and Hospitals:

Nidia Hurtado
Signature of Claimant

1-29-26
Date



City Council **STAFF REPORT**

Document ID: 2026-228

Category: Consent Item

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: June 3, 2026

SUBJECT:

**AUTHORIZATION TO REJECT CLAIM ATHENS FILE NUMBER CJP-3056034 AS
RECOMMENDED BY ATHENS.**

BACKGROUND:

Recommendation from Athens to reject claim Athens File Number CJP-3056034 submitted by Danitza Cruz on February 13, 2026 and revised on March 12, 2026.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

REQUESTED ACTION:

Staff recommends approval to reject claim.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Claim - Cruz, Danitza 3-12-2026_Redacted

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

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

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Danitza Cruz	██████████	██████████	██████████	██████████	██████████
Name of Claimant	Address	Zip	Phone	Age	

Nicole H. Dolle, Esq. - RMD Law, LLP; 17885 Von Karman Ave #250 Irvine, CA 92614

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 09/25/2025

WHERE did damage or injury occur? On the street of Trestill Rd., in front of 490 Teshill Rd., Imperial, CA 92251, Approx. Lat/Long: 32.815531327311426, -115.57786658949657. See attached photographs.

HOW and under what circumstances did damage or injury occur? As Danitza was walking outside near her apartment complex, she unexpectedly struck a dangerous protruding metal post that was negligently maintained creating a hazardous condition. Danitza suffered from damages including but not limited to pain and suffering, physical damages, economic damages, general damages, and special damages.

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

City negligently failed to inspect, maintain, warn, and or remedy, of a dangerous condition consisting of the low unmarked metal post embedded into the ground.
Plaintiff is unaware of specific individual names at this time.

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

Unlimited > \$25,000.00

\$ Unlimited > \$25,000.00

Unlimited > \$25,000.00

\$ Unlimited > \$25,000.00

Total Amount Claimed

\$ Unlimited > \$25,000.00

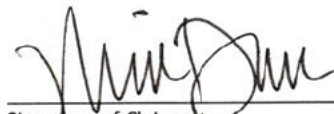
\$ Unlimited > \$25,000.00

NAMES and addresses of witnesses, Doctors and Hospitals:

El Centro Regional Medical Center, 1415 Ross Avenue, El Centro CA 92243

Citi Urgent Care, 220 N. Imperial Ave., Imperial, CA 92251

Melissa Murrillo, (760) 554-9851

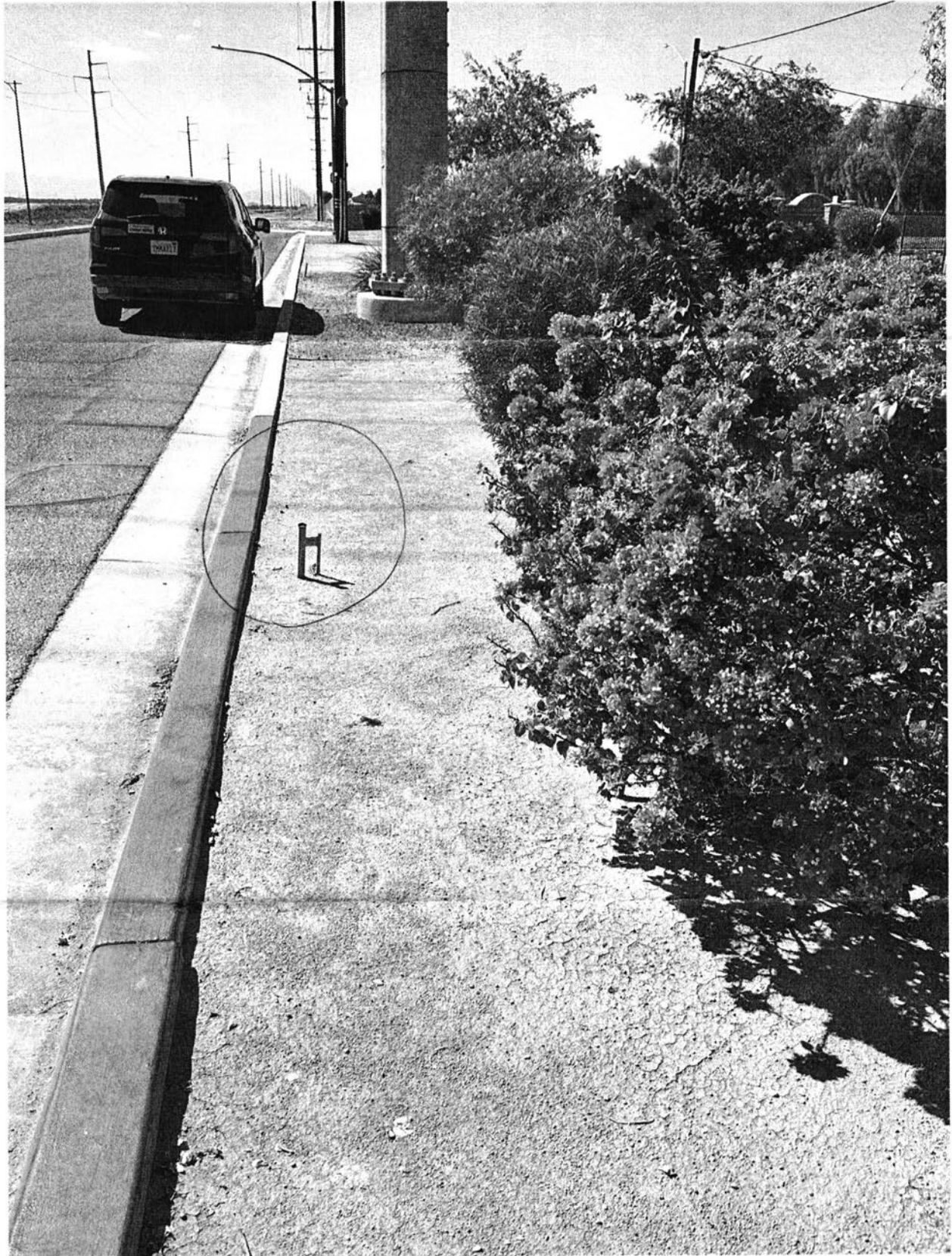

Signature of Claimant

3/4/24
Date

RECEIVED

MAR 12

Initial: 







City Council **STAFF REPORT**

Document ID: 2026-262

Category: Consent Item

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: June 3, 2026

SUBJECT:

**AUTHORIZATION TO REJECT CLAIM ATHENS FILE NUMBER CJP-3056421 AS
RECOMMENDED BY ATHENS.**

BACKGROUND:

Recommendation from Athens to reject claim Athens File Number CJP-3056421 submitted by Daniel Fong on April 6, 2026.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

REQUESTED ACTION:

Staff recommends approval to reject claim.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Daniel C. Fong (Claim for Damage)_Redacted

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

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

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Daniel C. Fong

Name of Claimant

Address

Zip

Phone

Age

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 04/01/2026

WHERE did damage or injury occur? N. "P" St (between Barioni Blvd and Neckel Rd, near Water Treatment Facility)

HOW and under what circumstances did damage or injury occur? At approximately 12:00 hours, my spouse Liz V. Fong was driving home on Northbound "P" St and the vehicle felled into an improperly closed sewer manhole. At the time, there was road work being performed by contractor Downstream and road was opened to the public. There was no encroachment into a lane closure.

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

Contractor representative Miguel Chamberleng from Downstream, acknowledge crew mistake of not properly closing sewer manhole. Mr. Chamberleng performed internal incident report and notified City of Imperial Representative Christopher Kemp from Sewer Department of incident which advised to perform claim for repair.

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

Damaged left/driver side front/rear tires (sidewall damage, not reparable)

\$ 683.07

Damaged left/driver side front/rear wheels

\$ 1,542.63

Total Amount Claimed

\$ 2,225.70

\$ 2,225.70

NAMES and addresses of witnesses, Doctors and Hospitals:

Miguel Chamberleng (Downstream, Contact No. 7)

Signature of Claimant

04/06/2026

Date



City Council **STAFF REPORT**

Document ID: 2026-264
Category: Consent Item

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: June 3, 2026

SUBJECT:

AUTHORIZATION TO REJECT TWO CLAIMS WITH ATHENS FILE NUMBER CJP-3056738 AS RECOMMENDED BY ATHENS.

BACKGROUND:

Recommendation from Athens to reject two claims with Athens File Number CJP-3056738 submitted by Blanca Sandoval Loaiza and Cornelio Hernandez Mendoza on April 6, 2026.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

REQUESTED ACTION:

Staff recommends approval to reject the two claims.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Claim Blanca Sandoval Loaiza_Redacted
2. Claim - Cornelio Hernandez Mendoza_Redacted

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA



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

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Blanca Sandoval Loaiza

Name of Claimant Address Zip Phone Age

Walter Clark Legal Group - 71861 Highway 111, Rancho Mirage, CA 92270

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? on or about 10/29/2025

WHERE did damage or injury occur? State Route 78 and Brandt Road

HOW and under what circumstances did damage or injury occur? See Exhibit 1 - Q1

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

See Exhibit 1 - Q2

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

See Exhibit 1 - Q3 and Exhibit 2

\$ See Exhibit 1 - Q3 and Exhibit 2

See Exhibit 1 - Q3 and Exhibit 2

\$ See Exhibit 1 - Q3 and Exhibit 2

Total Amount Claimed

\$ See Exhibit 1 - Q3 and Exhibit 2

\$ See Exhibit 1 - Q3 and Exhibit 2

NAMES and addresses of witnesses, Doctors and Hospitals:

See Exhibit 1 - Q4

Blanca Sandoval
Signature of Claimant

April 02, 2026

Date

**CLAIM FOR DAMAGE OR INJURY
AGAINST THE CITY OF IMPERIAL, CALIFORNIA**



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

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Cornelio Hernandez Mendoza

Name of Claimant	Address	Zip	Phone	Age
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Walter Clark Legal Group - 71861 Highway 111, Rancho Mirage, CA 92270

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? on or about 10/29/2025

WHERE did damage or injury occur? State Route 78 and Brandt Road

HOW and under what circumstances did damage or injury occur? See Exhibit 1 - Q1

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

See Exhibit 1 - Q2

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

See Exhibit 1 - Q3 and Exhibit 2

\$ See Exhibit 1 - Q3 and Exhibit 2

See Exhibit 1 - Q3 and Exhibit 2

\$ See Exhibit 1 - Q3 and Exhibit 2

Total Amount Claimed

\$ See Exhibit 1 - Q3 and Exhibit 2

\$ See Exhibit 1 - Q3 and Exhibit 2

NAMES and addresses of witnesses, Doctors and Hospitals:

See Exhibit 1 - Q4

Signature of Claimant

April 02, 2026

Date



City Council **STAFF REPORT**

Document ID: 2026-289
Category: Consent Item

Department: Finance
Department Head: Victor Manriquez, Finance Director
Meeting Date: June 3, 2026

SUBJECT:

RESOLUTION OF INTENTION: IMPERIAL *LIGHTING* MAINTENANCE DISTRICT NO. 1 (PASEO DEL SOL AND WILDFLOWER SUBDIVISIONS)

BACKGROUND:

The City Council will adopt these three resolutions for intent to initiate, levy an assessment for fiscal year ("FY") 2026/2027, order an engineer's report, and set a public hearing. Following the intent meeting and adoption of the resolutions, a public hearing will be held on June 17, 2026, to take testimony and adopt resolutions to accept the engineer's report and approve a levy for FY 2026/2027.

The proposed FY 2026/2027 annual assessment is \$103.98 per Parcel (\$51.99 per EDU) for Wildflower and \$100.72 per Parcel (\$50.36 per EDU) for Paseo del Sol, which are equal to the maximum assessment rates allowed.

FISCAL IMPACT:

The funds generated are used for the purposes stated in the original formation of this district. Each year the assessments on individual parcels may be increased up to the Consumer Price Index.

REQUESTED ACTION:

Staff recommends that the City Council adopt the three resolutions initiating the FY 2026/2027 annual assessments.

CITY MANAGER RECOMMENDATION:

Approve as presented.

Attachments:

1. LTG-MD-1_Intent-Conduct-Public-Hearing_FY2026-2027

2. LTG-MD-1_Intent-Engineers-Report_FY2026-2027
3. LTG-MD-1_Intent-Initiate-Levy_FY2026-2027
4. LTG-MD-1_Engineers-Report_FY2026-2027

RESOLUTION NO. 2026- 20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF IMPERIAL LIGHTING MAINTENANCE DISTRICT NO. 1, FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council has by previous Resolution, initiated proceedings for the levy and collection of assessments against lots and parcels of land within the City of Imperial Lighting Maintenance District No. 1 (the “District”) for Fiscal Year (“FY”) 2026/2027, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the “Act”); and,

WHEREAS, the Act provides for the City Council to levy and collect the annual assessments for the District on the Imperial County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance as the District Assessment Engineer for the Annual Levy of the District, and to prepare and file an Engineer’s Report (the “Report”) with the City Clerk in accordance with the Act, and that said Report has been prepared and filed with the City Clerk and presented to the City Council.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby declares its intention to levy and collect assessments against lots and parcels of land within the District for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027, to pay the costs and expenses of the improvements which are described in the Report. The City Council finds that the public’s best interest requires such levy and collection.

Section 3: The territory of the District is within the boundaries and jurisdiction of the District, and the City of Imperial within the County of Imperial, State of California. The boundary map describing the District is on file with the City Clerk and is hereby incorporated by reference into this Resolution. The District is designated as the “City of Imperial Lighting District No. 1.”

The boundaries of the District are non-contiguous and consist of all parcels with the Zone 2001-01 (Wildflower) and Zone 2001-02 (Paseo del Sol). A general description of each Zone is as follows:

- Zone 2001-01 (Wildflower) is located in the west portion of the City of Imperial, generally South of Joshua Tree Street and West of La Brucherie Road. Zone 2001-01 (Wildflower) consists of all assessable parcels located in the Wildflower No. 8 subdivision in the City;

- Zone 2001-02 (Paseo del Sol) is located in the northeast portion of the City of Imperial, generally North of Aten Road, and East of Highway 86. Zone 2001-02 (Paseo del Sol) consists of all parcels located in the Paseo del Sol subdivision within the City.

Section 4: The improvements of the District are briefly described as the operation, administration, maintenance and servicing of all streetlight improvements and appurtenant facilities and expenses associated with the District that were installed as part of the property development within the District and will be maintained by the City of Imperial or their designee through annual assessments namely:

- Local streetlights in close proximity, within approximately 90 feet, to certain lots and parcels;
- Arterial streetlights, which provide a special benefit to all the assessable parcels in the District.

Section 5: The District Assessment Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council a Report, in connection with the proposed improvements, a description of an annual inflationary adjustment that will be applied to the assessments in subsequent fiscal years and levy and collection of assessments against lots and parcels of land within the District for FY 2026/2027 in accordance with *Chapter 1, Article 4* of the Act, and the City Council did by Resolution approve such Report. Reference is hereby made to said Report for a detailed description of improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 6: The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 7: The City Council hereby declares its intention to conduct a Public Hearing concerning the improvements and the levy of assessments for the District in accordance with *Chapter 2, Article 1, Sections 22590* of the Act. Notice is hereby given that on **Wednesday, June 17, 2026, at 7:00 p.m.** the City Council will hold a Public Hearing for the District for Fiscal Year 2026/2027, or as soon thereafter as feasible. The Public Hearing will be held in the City Council's regular meeting chambers located at 220 West 9th Street, Imperial, California, at the time so fixed. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 8: The City Clerk shall cause notice to be given of the time and place of the Public Hearing by causing the publishing of this Resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 9: The Mayor, City Clerk, the City Manager, the City Council and such officers and employees of the City as are appropriate, are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE IMPERIAL LIGHTING MAINTENANCE DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of the Fiscal Year ("FY") 2026/2027 Annual Engineer's Report (the "Report") in connection with the City of Imperial Lighting Maintenance District No. 1 (the "District"), and the levy and collection of assessments against lots and parcels of land within the territory for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027, to pay the maintenance, servicing, and operation of the improvements, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"); and,

WHEREAS, the District Assessment Engineer has prepared and filed with the City Clerk and the City Clerk has now presented to the City Council the Engineer's Report entitled "City of Imperial Lighting Maintenance District No. 1 (Paseo del Sol and Wildflower) Engineer's Report FY 2026/2027"; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, the improvements described therein, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

- A Description of Improvements;
- The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);
- The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within the District for FY 2026/2027;
- The District Roll containing the Levy for each Assessor Parcel Number within the District; and
- An exhibit showing the boundaries of the District.

Section 3: The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 4: The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IMPERIAL LIGHTING MAINTENANCE DISTRICT NO. 1, FOR FISCAL YEAR 2026/2027; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, the City Council by previous Resolutions formed and approved maximum annual assessment rates for the City of Imperial Lighting Maintenance District No. 1 (the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Imperial County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments against lots and parcels of land within the District for Fiscal Year ("FY") 2026/2027 pursuant to provisions of the Act; and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance ("K&G Public Finance") for the purpose of preparing and filing an Engineer's Report (the "Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, AS FOLLOWS:

Section 1: The City Council hereby appoints K&G Public Finance as the District Assessment Engineer, and orders K&G Public Finance to prepare the Engineer's Report concerning the District and the levy of assessments for FY 2026/2027, in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the Act.

Upon completion of the Report, said Report shall be filed with the City Clerk, who shall submit the same to the City Council for its consideration pursuant to *Section 22586* of the Act.

Section 2: The improvements include but are not limited to the operation, administration, maintenance and servicing of streetlights and appurtenant facilities and expenses associated with the District that were installed as part of the property development within the District and will be maintained by the City of Imperial or their designee through annual assessments. The Report describes in more detail the items to be maintained and serviced.

Section 3: The City Council hereby determines that to provide the improvements described in Section 2 of this Resolution, it is necessary to levy and collect assessments against lots and parcels within the District.

Section 4: The City Manager of the City of Imperial is hereby authorized and directed to take any and all action necessary and appropriate in connection with the annual levy and collection of assessments for the District.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Imperial
Lighting Maintenance District No. 1
(Paseo Del Sol and Wildflower)

Engineer's Report
Fiscal Year 2026/2027

Report Dated: May 26, 2026

KOPPEL & GRUBER
PUBLIC FINANCE

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EXHIBITS

EXHIBIT A: PRELIMINARY ASSESSMENT ROLL FOR FISCAL YEAR 2026/2027

EXHIBIT B: DISTRICT BOUNDARY MAPS

SECTION I. OVERVIEW

A. INTRODUCTION

The City of Imperial (“City”) annually levies and collects special assessments in order to continue the maintenance of the improvements within the Imperial Lighting Maintenance District No. 1 (“District”). The District was formed and annual assessments are levied, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”) and in compliance with the substantive and procedural requirements of the “*California State Constitution*” Article XIID (“Article XIID”).

This report constitutes the annual update of the Engineer’s Report (“Report”) which provides updated information regarding the budget and factors that affect the assessment. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit as determined in the original formation Engineer’s Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the Imperial County Assessor’s Office. The Imperial County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of all public comments and written protests at a noticed Public Hearing, the City Council will confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year (“FY”) 2026/2027 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

In November 2001, the District was formed comprising of one zone of improvement, Zone 2001-01 (Wildflower). The formation was pursuant to City Council resolution following a property owner protest ballot proceeding, conducted in compliance with the provisions of Article XIID Section 4, to approve and confirm the Maximum Assessments and an Assessment Range Formula (inflationary factor) for the Zone 2001-01 (Wildflower) District. In February 2002, a second zone of improvement, Zone 2001-02 (Paseo del Sol), was annexed into the District following a similar property owner protest ballot proceeding, conducted in compliance with the provisions of Article XIID Section 4, to approve and confirm the Zone 2001-02 (Paseo del Sol) Maximum Assessments and an Assessment Range Formula (inflationary factor). Although the City Council must consider all property owner comments or protests prior to levying an annual assessment each year, the Council may approve any proposed assessment that is less than or equal to the adjusted maximum assessment rate previously approved for each zone.

The Constitutional provisions of Article XIID do not alter the non-conflicting provisions of the 1972 Act and this Report and the method of apportionment contained herein utilize commonly accepted assessment engineering practices consistent with the Act and the provisions of the Constitution. All new or increased assessments (including any annexations) will be subject to the substantive and procedural requirements of Article XIID Section 4. Changes in land use or parcel subdivisions resulting in an increase to a particular parcel or group of parcels are not considered an increased assessment.

SECTION II. DESCRIPTION OF THE DISTRICT

A. BOUNDARIES OF THE DISTRICT

The boundaries of the District are non-contiguous and consist of all parcels with the Zone 2001-01 (Wildflower) and Zone 2001-02 (Paseo del Sol). A map showing the boundaries of the District has been previously filed with the City Clerk and by reference is made part of this Report.

1. Zone 2001-01 (Wildflower)

Zone 2001-01 (Wildflower) is located in the west portion of the City, generally South of Joshua Tree Street and West of La Brucherie Road. Zone 2001-01 (Wildflower) consists of all assessable parcels located in the Wildflower No. 8 subdivision.

2. Zone 2001-02 (Paseo Del Sol)

Zone 2001-02 (Paseo del Sol) is located in the northeast portion of the City, generally North of Aten Road, and East of Highway 86. Zone 2001-02 (Paseo del Sol) consists of all parcels located in the Paseo del Sol subdivision.

B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS AND SERVICES

The Improvements to be maintained, operated, and serviced by the District are the local and arterial street lighting systems of the City that confer special benefit to the District parcels. The specific location of both local and arterial streetlight improvements within the City can be found on the Streetlight Inventory Maps maintained by the City and on file in the office of the City Engineer where they are available for inspection. The City also maintains a lamp location list that is a tabulated listing of every street in the District by alphabetical order. Included in the items listed for each lamp are the exact location by street address number and lamp size. Lamps are not placed in specific zones, unless they clearly only benefit certain parcels (e.g., alley lights, main streetlights and petitioned installation areas). Article XIID of the California Constitution defines “maintenance and operation expenses” as, “the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement”. The District funding includes, but is not limited to, the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures and all appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and operation of the local and arterial lighting benefiting the District parcels.

The local street lighting improvements to be maintained, operated, and serviced by the District include utility company and City-owned streetlights within the right of way of the local public streets located within the boundaries of the District. These lights are in close proximity, approximately 90 feet, to the District parcels identified as receiving local lighting benefit in the Method of Assessment, and as such, provide special benefit to these parcels.

Specifications for street lighting within the District are indicated within a previously executed contract by and between the City and the local utility company, a copy of which is available in the Engineering Division of the Community Development Department.

The arterial street lighting improvements to be maintained, operated, and serviced by the District include a reasonable allocation of local utility company-owned and City owned streetlight maintenance, operation, and servicing on the major arterial streets within the City that provide special benefit to the parcels within the District whether or not such parcels are in close proximity to such lighting.

The local lighting and arterial lighting costs assessed in the existing County Streetlight District are not assessed through this District. Only costs above and beyond the existing County Streetlight District will be assessed as a part of the District improvements.

The detailed plans and specifications for the improvements are on file in the office of the City Clerk where they are available for public inspection. The plans and specifications for the improvements are voluminous and are not bound in this Engineer's Report but by this reference are incorporated herein and made a part of this Engineer's Report.

C. DISTRICT BOUNDARY MAP

Assessment District boundary maps have been prepared for the Lighting Maintenance Assessment District in the format required by the 1972 Act, and are on file with the City Clerk, and, by reference, are made part of this Report. A subdivision map showing each of the parcels included within the boundaries of the District and subject to the annual assessment charge is incorporated as Exhibit "B" to this Report.

SECTION III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, pursuant to Article XIID Section 4 a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits may be assessed and the District must separate the general benefits from the special benefits. Therefore, the District assesses only for improvements that provide special benefit and any improvements considered general benefit have been eliminated from the District Assessments.

B. BENEFIT ANALYSIS

1. Special Benefits

The streetlight improvements were installed by the developers, and by the sub dividers of the land, and the continued maintenance was guaranteed through the establishment of a Streetlight Maintenance District. If the installation of the improvements and the guaranteed maintenance did not occur, the lots would not have been established and could not have been sold to any distinct and separate owner. The establishment of each distinct and separate lot is a special benefit that permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity.

All the lots are established at the same time once the conditions regarding the improvements and the continued maintenance are guaranteed. As a result, each lot within the District receives a special and distinct benefit from the improvements and to the same degree.

In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the District because of the nature of the improvements. The proper maintenance of the street lighting and appurtenant facilities reduces property-related crimes (especially vandalism) against properties in the District. All of the above mentioned contributes to a specific enhancement of the property values of each of the parcels within the District.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District and thereby provide a special enhancement to the property.

2. General Benefits

In addition to the special benefits received by the parcels within the District, there are incidental general benefits conferred by the proposed improvements. The total benefits are thus a combination of the special benefits to the parcels within the District and the general benefits to the public at large and to adjacent property owners. The portion of the total streetlight maintenance costs, which are associated with general benefits, will not be assessed to the parcels in the District, but will be paid from other City Funds. It is estimated that the general benefit portion of the benefit received from the improvements is less than one percent (1%) of the total benefit. Nonetheless, the City has agreed to ensure that no property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property.

C. ASSESSMENT METHODOLOGY

Based on the foregoing identification of special benefit, the eligible costs to be funded through the District will be determined as follows:

- First, the prior fiscal year's actual revenue and expenses for the District will be compared to the budgeted amount adopted by City Council, to determine the balance in the District's Reserve Fund.
- Second, the new energy rates for the upcoming fiscal year will be identified, and the new fiscal year budget requirements will be determined.
- Third, the new budget needs will be compared to the Reserve Fund to determine if the District's assessment rates should be increased or decreased based on the need for funds.
- The escalation factor will be determined by compiling a composite percentage increase in the energy costs for all of the lamp sizes that the City maintains. The percentage increase in the CPUC approved rate for each lumen bulb maintained by the City and applicable to the upcoming fiscal year will be obtained. The greater of the composite percentage increase in the CPUC rate or the annual CPI will be the escalation factor for the upcoming fiscal year. If the CPUC rate has decreased, then the escalation factor may be a negative percent and may result in decreased assessments for the District. The assessment rates will not be decreased if the District is operating with a deficit or if the Reserve Fund balance needs to be restored to reflect half a year's levy. If the District is not operating at a deficit, the result of decreasing CPUC rates will be a negative escalation factor and decreased assessments.
- The escalation factor will be applied to the prior year's assessment rates for the District to determine the upcoming year's maximum assessment. The assessments collected through the District levy and held in Reserve Funds can only be used for the types of expenses listed in the Improvements and Cost Estimate section of the current fiscal year's Engineer's Report.

1. Land Use Definitions

The District assessment is based on land use so that property owners are assessed in proportion to the benefits received. The land uses defined below are descriptive of all parcels expected to exist in the District in FY 2026/2027. In the event there is a question regarding the land use designation of any parcel in the District, the City Engineer will be responsible for administratively assigning one of the land uses listed below.

TABLE 1
Land Use Designation

Land Use Code	Land Use Description
APT	Multiple family residential parcels that benefit from local lighting
APT-X	Multiple family residential parcels that do not benefit from local lighting
CONDO	Condominium or town home parcels that benefit from local lighting
CONDO-X	Condominium or town home parcels that do not benefit from local lighting
EXEMPT	Parcels exempt by law from the assessment, or those parcels that do not receive any benefit from the District
MH	Mobile homes that benefit from local lighting
MH-X	Mobile homes that do not benefit from local lighting
NONRES	Non-residential parcels that benefit from local lighting
NONRES-X	Non-residential parcels that do not benefit from local lighting
RES	Single family residential parcels that benefit from local lighting
RES-X	Single family residential parcels that do not benefit from local lighting
VACANT	Parcels without a building or similar structure that benefit from local lighting
VACANT-X	Parcels without a building or similar structure that do not benefit from local lighting

Properties that do not benefit from local street lighting are designated with an “X” in the Land Use Code, and are not assessed for local lighting, but are assessed for their share of the costs for arterial lighting and engineering and incidentals. Properties that do not benefit from local street lighting are designated with an “X” in the Land Use Code, and are not assessed for local lighting, but are assessed for their share of the costs for arterial lighting and engineering and incidentals.

2. Local Lighting Apportionment

The special benefit from maintenance, operation, and servicing of local street lighting within the District only accrues to those parcels within the District located in areas where such lighting is provided. Therefore, parcels without local street lighting are not assessed for the cost of providing such lighting. Generally, a parcel is determined to have local lighting provided if a streetlight is within approximately 90 feet of the parcel.

Regarding local lighting, there exists the core benefit of available lighting for every parcel in the District near a streetlight. This “Availability” benefit is apportioned to

parcels in the District on a per parcel basis. In addition to this benefit, parcels in the District benefit from improved safety related to people who own or use the parcels in the District (“Safety to People”) and improved safety related to the parcel itself (“Safety to Property”).

a. Safety to People

The Safety to People benefit results in a special benefit to residential parcels because local street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against people on the property. Vacant, non-developable properties within the District are not perceived to receive Safety to People benefit.

b. Safety to Property

The Safety to Property benefit results in a special benefit to both residential and vacant non-developable parcels because local lighting maintenance, operation and servicing provides for the protection of buildings and personal property against crime such as theft and vandalism. The Safety to Property benefit is apportioned to properties in the District based on relative property size as available from the City of Imperial Planning Department for residential uses.

Table 2 shows the breakdown of the benefit units assigned to each land use for those properties located in areas with streetlights. The single-family parcel has been selected as the basic unit for calculation of the assessments and is defined as one (1) Equivalent Dwelling Unit (“EDU”). Other land use parcels receive slightly varying levels of benefit based on parcel usage and size. Equivalent factors have been developed to indicate the benefit received based on the single-family parcel. All other land uses are converted to EDUs in the manner shown in the following table:

TABLE 2
Local Lighting Benefit Factors

Land Use Description	Safety to People	Safety to Property	Availability Benefit	Total Benefit Units
Single Family Residential (SFR)	0.50 per unit	0.25 per unit	0.25 per parcel	1.00 per unit
Condominium	0.43 per unit	0.12 per unit	0.25 per parcel	0.80 per unit
Multi-Family up to 20 units	0.45 per unit	0.09 per unit	0.25 per parcel	0.54 per unit 0.25 per parcel
Mobile home more than 20 units	0.20 per unit	2.60 per parcel	0.25 per parcel	0.20 per unit 2.85 per parcel
Non-residential	1.00 per acre	1.50 per acre	1.50 per acre	4.00 per acre
Vacant	0.00 per parcel	0.25 per parcel	0.25 per parcel	0.50 per parcel

3. Arterial Lighting Apportionment

All parcels in the District receive a special benefit from the installation, maintenance, operation, and servicing of safety lighting and street lighting on arterial streets. The arterial lighting, traffic signals, safety lighting, and capital improvements (Arterial Lighting) are provided throughout the City and all properties in the District may easily

access these improvements. In contrast to the Local Lighting, Arterial Lighting benefits properties primarily because the properties, and the persons using the properties, are provided safe arterial street access. Therefore, Arterial Lighting benefit will be apportioned to parcels in the District on a per unit basis taking into account demographic population information.

Vacant properties, which have no people residing on the property, also benefit from arterial lighting because of the convenience associated with emergency vehicle access and other traffic that must use the arterial streets to service the vacant properties in the District. Therefore, Vacant parcels are assigned a per parcel benefit point. Vacant parcels are assigned benefit points based on the core benefit attributable to every assessable parcel in the District from Arterial Lighting of 0.25 benefit points per parcel.

Table 3 shows the breakdown of the benefit units assigned to each land use for all assessable property in the District. The single-family parcel has been selected as the basic unit for calculation of the assessments and is defined as one (1) EDU. Other land use parcels receive slightly varying levels of benefit based on parcel usage and size. Equivalent factors have been developed to indicate the benefit received based on the single-family parcel. All other land uses are converted to EDUs in the manner shown in the following table.

TABLE 3
Arterial Lighting Benefit Factors

Land Use Description	Total Benefits Units
Single Family Residential (SFR)	1.00 per unit
Condominium	0.85 per unit
Multiple Family	0.95 per unit
Mobile Home	0.40 per unit
Non-residential	1.00 per 7,200 square feet ¹
Vacant	0.25 per parcel

¹ Minimum assessment is equal to a single-family residence.

4. District Engineering

District Engineering Costs include legal, assessment engineering, and other engineering related costs necessary to achieve the Districts compliance with Article XIID of the California Constitution. All parcels in the District benefit from the District Engineering Costs. Each parcel in the zone is allocated a proportionate share of the District Engineering Cost based on its assigned benefit units.

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIC and XIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved

by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and an inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, a property owner protest ballot proceeding was conducted pursuant to the California State Constitution Article XIID Section 4. This property owner protest ballot proceeding includes the establishment of an initial Maximum Assessment as well as an Assessment Range Formula.

Generally, if the proposed annual assessment (levy per EDU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners) increased each year, based upon the latest composite percentage change in the Consumer Price Index, All Urban Consumers, for the Riverside-San Bernardino-Ontario Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor.

The Engineer shall compute the percentage difference between the percentage change each year in CPI for March and the CPI for the previous March. The Engineer shall then adjust the previous maximum assessment rate by an amount not to exceed the percentage change for the upcoming fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

Beginning in the second fiscal year (FY 2002/2003), for Zone 2001-01 (Wildflower) and beginning in the second fiscal year (FY 2003/2004), for Zone 2001-02 (Paseo del Sol) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EDU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual District assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on District assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated require an increase greater than the adjusted Maximum Assessment then the assessment is considered an increased assessment. To impose an increased assessment the City must comply with the provisions of the Constitution Article XIID Section 4(c) that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must

approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

SECTION IV. DISTRICT BUDGET

TABLE 4
Proposed Budget

Description	Zone 2001-01 Wildflower	Zone 2001-02 Paseo del Sol
DIRECT COSTS		
Local Lighting	\$8,600	\$0
Arterial Lighting	8,600	0
Capital Improvement/Replacement	0	13,094
DIRECT COSTS SUBTOTAL	\$17,200	\$13,094
INCIDENTAL COSTS/EXPENSES		
Engineering/District Administration	\$3,000	\$0
Incidentals	0	0
Credit from Other Sources	0	0
INCIDENTAL COSTS/EXPENSES	\$3,000	\$0
LESS: FUNDS ON HAND	\$(7,826)	\$0
TOTAL ASSESSMENT	\$12,374	\$13,094
DISTRICT STATISTICS		
Total Parcels	119	130
Total Parcels Levied	119	130
Total Equivalent Dwelling Units	238	260
Applied Rate per EDU	\$51.99	\$50.36
Applied Rate per Parcel (2 EDU/Parcel)	\$103.98	\$100.72
Maximum Rate per EDU	\$51.99	\$50.36
Maximum Rate per Parcel (2 EDU/Parcel)	\$103.98	\$100.72

The Maximum Assessment per EDU for Zone 2001-01 (Wildflower) and for Zone 2001-02 (Paseo del Sol) shown above is based on the Initial Maximum Assessment and the Assessment Range Formula approved by the property owners within the District at the time of formation.

Zone 2001-01 (Wildflower): The proposed FY 2026/2027 annual assessment is \$51.99 per EDU (\$103.98 applied per home).

Zone 2001-02 (Paseo del Sol): The proposed FY 2026/2027 annual assessment is \$50.36 per EDU (\$100.72 applied per home).

CITY OF IMPERIAL

LIGHTING MAINTENANCE DISTRICT NO. 1 (PASEO DEL SOL AND WILDFLOWER)

ENGINEER'S REPORT FISCAL YEAR 2026/2027

Report Submitted by:



Scott Koppel
Koppel & Gruber Public Finance



Registered Engineer



EXHIBIT A PRELIMINARY ASSESSMENT ROLL FOR FISCAL YEAR 2026/2027

Parcel identification for each lot or parcel within the District, shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps.

The following pages contain a listing of parcels assessed within this District, along with the Zone designation and proposed assessment amounts.



CITY OF IMPERIAL
LIGHTING MAINTENANCE DISTRICT NO. 1
(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-01	064-421-001-000	551 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-002-000	555 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-003-000	559 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-004-000	563 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-005-000	567 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-006-000	571 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-007-000	575 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-008-000	579 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-009-000	583 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-010-000	582 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-011-000	578 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-012-000	574 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-013-000	570 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-014-000	566 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-015-000	562 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-016-000	558 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-017-000	554 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-018-000	550 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-019-000	551 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-020-000	555 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-021-000	559 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-022-000	563 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-023-000	567 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-024-000	571 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-025-000	575 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-026-000	579 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-027-000	583 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-028-000	582 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-029-000	578 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-030-000	574 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-031-000	570 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-032-000	566 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-033-000	562 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-034-000	558 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-035-000	554 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-036-000	550 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-037-000	551 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-038-000	555 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-039-000	559 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-040-000	563 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-041-000	567 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-042-000	571 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-043-000	575 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-044-000	579 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-421-045-000	583 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-001-000	549 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-002-000	545 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-003-000	541 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-004-000	537 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-005-000	533 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98



CITY OF IMPERIAL

LIGHTING MAINTENANCE DISTRICT NO. 1 (PASEO DEL SOL AND WILDFLOWER)

FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-01	064-422-006-000	529 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-007-000	525 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-008-000	521 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-009-000	517 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-010-000	513 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-011-000	509 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-012-000	2342 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-013-000	2338 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-014-000	2334 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-422-015-000	2330 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-001-000	2328 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-002-000	2324 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-003-000	2320 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-004-000	508 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-005-000	512 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-006-000	516 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-007-000	520 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-008-000	524 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-009-000	528 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-010-000	532 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-011-000	536 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-012-000	540 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-013-000	544 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-014-000	548 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-015-000	550 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-016-000	554 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-017-000	558 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-018-000	562 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-019-000	566 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-423-020-000	570 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-001-000	521 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-002-000	525 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-003-000	529 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-004-000	533 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-005-000	537 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-006-000	541 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-007-000	545 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-008-000	549 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-009-000	548 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-010-000	544 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-011-000	540 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-012-000	536 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-013-000	532 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-014-000	528 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-015-000	524 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-016-000	520 MESQUITE ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-017-000	2343 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-018-000	2339 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-019-000	2335 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-020-000	2331 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98



CITY OF IMPERIAL

LIGHTING MAINTENANCE DISTRICT NO. 1 (PASEO DEL SOL AND WILDFLOWER)

FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-01	064-424-021-000	2329 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-022-000	2325 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-023-000	2321 TUMBLEWEED AVE	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-024-000	521 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-025-000	525 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-026-000	529 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-027-000	533 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-028-000	537 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-029-000	541 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-030-000	545 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-031-000	549 SILVERWOOD ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-032-000	548 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-033-000	544 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-034-000	540 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-035-000	536 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-036-000	532 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-037-000	528 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-038-000	524 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-01	064-424-039-000	520 SAGEBRUSH ST	RESIDENTIAL	1	2	\$ 103.98
2001-02	044-611-001-000	201 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-002-000	203 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-003-000	205 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-004-000	207 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-005-000	209 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-006-000	211 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-007-000	213 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-008-000	215 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-009-000	217 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-611-010-000	219 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-001-000	200 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-002-000	202 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-003-000	204 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-004-000	206 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-005-000	208 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-006-000	210 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-007-000	212 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-008-000	214 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-009-000	216 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-010-000	218 W ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-011-000	219 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-012-000	217 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-013-000	215 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-014-000	213 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-015-000	211 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-016-000	209 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-017-000	207 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-018-000	205 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-019-000	203 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-612-020-000	201 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-001-000	200 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72



CITY OF IMPERIAL

LIGHTING MAINTENANCE DISTRICT NO. 1

(PASEO DEL SOL AND WILDFLOWER)

FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-02	044-613-002-000	202 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-003-000	204 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-004-000	206 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-005-000	208 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-006-000	210 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-007-000	212 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-008-000	214 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-009-000	216 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-010-000	218 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-011-000	219 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-012-000	217 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-013-000	215 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-014-000	213 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-015-000	211 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-016-000	209 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-017-000	207 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-018-000	205 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-019-000	203 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-613-020-000	201 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-001-000	200 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-002-000	202 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-003-000	2442 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-004-000	2444 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-005-000	2446 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-006-000	2448 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-007-000	2447 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-008-000	2445 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-009-000	2443 LORETO CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-010-000	206 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-614-011-000	208 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-001-000	220 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-002-000	222 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-003-000	224 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-004-000	226 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-005-000	228 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-006-000	230 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-007-000	232 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-008-000	233 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-009-000	231 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-010-000	229 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-011-000	227 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-012-000	225 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-013-000	223 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-615-014-000	221 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-001-000	221 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-002-000	223 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-003-000	225 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-004-000	227 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-005-000	229 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-006-000	231 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72



CITY OF IMPERIAL

LIGHTING MAINTENANCE DISTRICT NO. 1

(PASEO DEL SOL AND WILDFLOWER)

FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-02	044-616-007-000	233 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-008-000	235 ACAPULCO DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-009-000	2421 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-010-000	2423 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-011-000	2425 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-012-000	2427 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-013-000	2429 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-014-000	2431 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-015-000	2433 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-016-000	2435 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-017-000	2437 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-018-000	2439 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-019-000	2441 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-020-000	2443 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-021-000	2445 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-022-000	2447 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-616-023-000	2449 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-001-000	220 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-002-000	222 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-003-000	224 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-004-000	226 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-005-000	228 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-006-000	230 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-007-000	232 MAZATLAN DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-008-000	233 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-009-000	231 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-010-000	229 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-011-000	227 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-012-000	225 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-013-000	223 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-617-014-000	221 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-001-000	2447 CABO SAN LUCAS AVE	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-002-000	2445 CABO SAN LUCAS AVE	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-003-000	2443 CABO SAN LUCAS AVE	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-004-000	220 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-005-000	222 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-006-000	224 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-007-000	2444 VERACRUZ CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-008-000	2446 VERACRUZ CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-009-000	2448 VERACRUZ CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-010-000	2447 VERACRUZ CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-011-000	2445 VERACRUZ CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-012-000	2443 VERACRUZ CT	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-013-000	228 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-014-000	230 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-015-000	232 SAN FELIPE DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-016-000	2444 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-017-000	2446 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72
2001-02	044-618-018-000	2448 ENSENADA DR	RESIDENTIAL	1	2	\$ 100.72

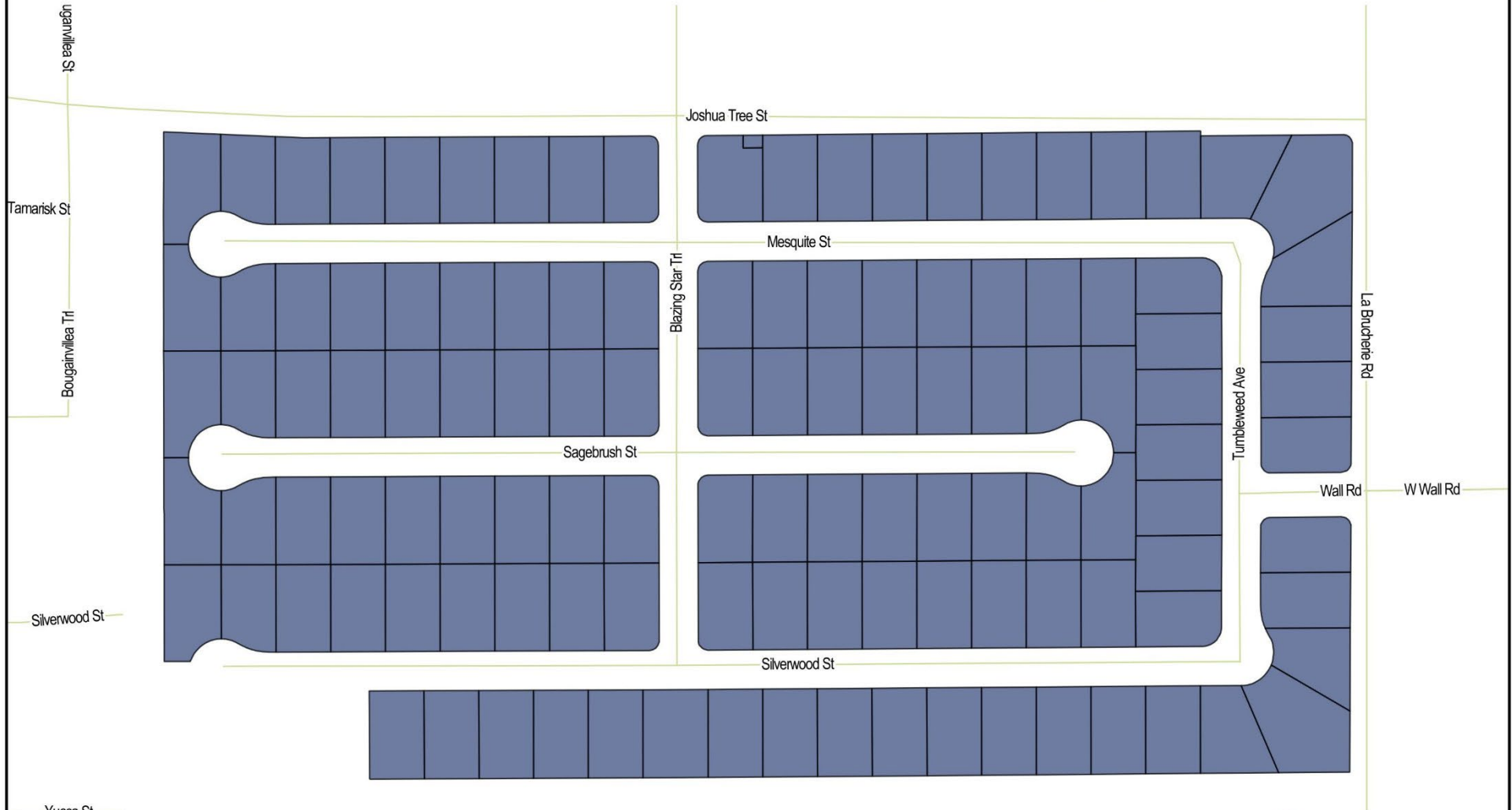


CITY OF IMPERIAL
LIGHTING MAINTENANCE DISTRICT NO. 1
(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
				Total Levy		\$25,467.22
				Total Parcel Count		249

EXHIBIT B
DISTRICT BOUNDARY MAPS

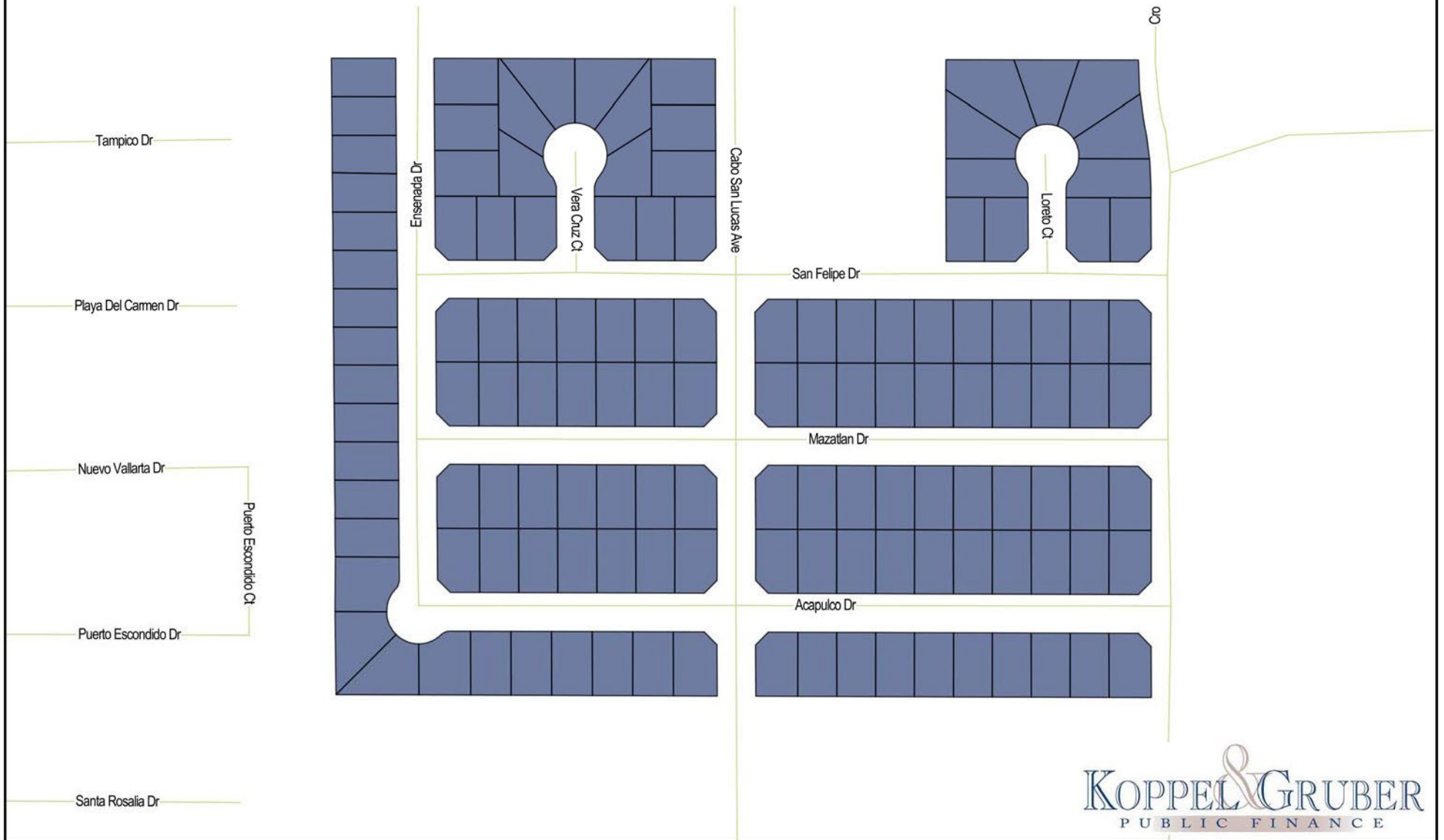
CITY OF IMPERIAL LIGHTING MAINTENANCE DISTRICT NO. 1 ZONE 2001-01 (WILDFLOWER)



CITY OF IMPERIAL

LIGHTING MAINTENANCE DISTRICT NO. 1

ZONE 2001-02 (PASEO DEL SOL)





City Council STAFF REPORT

Document ID: 2026-288

Category: Consent Item

Department: Finance

Department Head: Victor Manriquez, Finance Director

Meeting Date: June 3, 2026

SUBJECT:

IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 1 (PASEO DEL SOL AND WILDFLOWER SUBDIVISIONS)

BACKGROUND:

The City Council will adopt these three resolutions for the intent to initiate, levy an assessment for Fiscal Year ("FY") 2026/2027, order an engineer's report, and set a public hearing. Following the intent meeting and Adoption of the resolutions, a public hearing will be held on June 17, 2026, to take testimony and adopt resolutions to accept the engineer's report and approve a levy for FY 2026/2027.

The proposed FY 2026/2027 annual assessment is \$519.82 per Parcel for Wildflower and \$503.56 per Parcel for Paseo del Sol, which are equal to the maximum assessment rates allowed.

FISCAL IMPACT:

The funds generated are used for the purposes stated in the original formation of this district. Each year, the assessments on individual parcels may be increased up to the Consumer Price Index.

REQUESTED ACTION:

Staff recommends that the City Council adopt the three resolutions initiating the 2026/2027 annual assessments.

CITY MANAGER RECOMMENDATION:

Approve as presented.

Attachments:

1. LSCP-MD-1_Intent-Conduct-Public-Hearing_FY2026-2027

2. LSCP-MD-1_Intent-Engineers-Report_FY2026-2027
3. LSCP-MD-1_Intent-Initiate-Levy_FY2026-2027
4. LSCP-MD-1_Engineers-Report_FY2026-2027

RESOLUTION NO. 2026-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 1, FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council has by previous Resolution, initiated proceedings for the levy and collection of assessments against lots and parcels of land within the City of Imperial Landscape Maintenance District No. 1 (the “District”) for Fiscal Year (“FY”) 2026/2027, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the “Act”); and,

WHEREAS, the Act provides for the City Council to levy and collect the annual assessments for the District on the Imperial County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance as the District Assessment Engineer for the Annual Levy of the District, and to prepare and file an Engineer’s Report (the “Report”) with the City Clerk in accordance with the Act, and that said Report has been prepared and filed with the City Clerk and presented to the City Council.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The City Council hereby declares its intention to levy and collect assessments against lots and parcels of land within the District for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027, to pay the costs and expenses of the improvements which are described in the Report. The City Council finds that the public’s best interest requires such levy and collection.

Section 3: The territory of the District is within the boundaries and jurisdiction of the District, and the City of Imperial within the County of Imperial, State of California. The boundary map describing the District is on file with the City Clerk and is hereby incorporated by reference into this Resolution. The District is designated as the “City of Imperial Landscape District No. 1.”

The boundaries of the District are non-contiguous and consist of all parcels with the Zone 2001-01 (Wildflower) and Zone 2001-02 (Paseo del Sol). A general description of each Zone is as follows:

- Zone 2001-01 (Wildflower) is located in the west portion of the City of Imperial, generally South of Joshua Tree Street and West of La Brucherie Road. Zone 2001-01 (Wildflower) consists of all assessable parcels located in the Wildflower No. 8 subdivision in the City;

- Zone 2001-02 (Paseo del Sol) is located in the northeast portion of the City of Imperial, generally North of Aten Road, and East of Highway 86. Zone 2001-02 (Paseo del Sol) consists of all parcels located in the Paseo del Sol subdivision within the City.

Section 4: The improvements of the District are briefly described as the operation, administration, maintenance and servicing of all landscape improvements and appurtenant facilities and expenses associated with the District that were installed as part of the property development within the District and will be maintained by the City of Imperial or their designee through annual assessments namely:

- Landscaping improvements may include but are not limited to: turf, ground cover, shrubs and trees, sprinkler and irrigation systems, ornamental lighting, drainage systems, masonry walls, entryway monuments and associated appurtenances;
- Storm drain basins to be maintained are located at the south side of the Wildflower development and the east end of the Paseo del Sol development;
- The location of landscaped easements, including street trees, may include but are not limited to: Joshua Tree Street, La Brucherie Road and Cross Road.

Section 5: The District Assessment Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council a Report, in connection with the proposed improvements, a description of an annual inflationary adjustment that will be applied to the assessments in subsequent fiscal years and collection of assessments against lots and parcels of land within the District for FY 2026/2027 in accordance with *Chapter 1, Article 4* of the Act, and the City Council did by Resolution approve such Report. Reference is hereby made to said Report for a detailed description of improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 6: The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 7: The City Council hereby declares its intention to conduct a Public Hearing concerning the improvements and the levy of assessments for the District in accordance with *Chapter 2, Article 1, Section 22590* of the Act. Notice is hereby given that on **Wednesday, June 17, 2026 at 7:00 p.m.** the City Council will hold a Public Hearing for the District for FY 2026/2027, or as soon thereafter as feasible. The Public Hearing will be held in the City Council's regular meeting chambers located at 220 9th Street, Imperial, California, at the time so fixed. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 8: The City Clerk shall cause notice to be given of the time and place of the Public Hearing by causing the publishing of this Resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 9: The Mayor, City Clerk, the City Manager, the City Council and such officers and employees of the City as are appropriate, are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of the Fiscal Year ("FY") 2026/2027 Annual Engineer's Report (the "Report") in connection with the City of Imperial Landscape Maintenance District No. 1 (the "District"), and the levy and collection of assessments against lots and parcels of land within the territory for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027, to pay the maintenance, servicing, and operation of the improvements, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"); and,

WHEREAS, the District Assessment Engineer has prepared and filed with the City Clerk and the City Clerk has now presented to the City Council the Engineer's Report entitled "City of Imperial Landscape Maintenance District No. 1 (Paseo del Sol and Wildflower) Engineer's Report Fiscal Year 2026/2027"; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, the improvements described therein, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

- A Description of Improvements;
- The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);
- The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within the District for FY 2026/2027;
- The District Roll containing the Levy for each Assessor Parcel Number within the District; and
- An exhibit showing the boundaries of the District.

Section 3: The District and the associated assessments as outlined in the Engineer’s Report are in compliance with the provisions of California Constitution Article XIID.

Section 4: The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 1, FOR FISCAL YEAR 2026/2027; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, the City Council by previous Resolutions formed and approved maximum annual assessment rates for the City of Imperial Landscape Maintenance District No. 1 (the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Imperial County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto, and,

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments against lots and parcels of land within the District for Fiscal Year ("FY") 2026/2027, pursuant to provisions of the Act, and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance ("K&G Public Finance") for the purpose of preparing and filing an Engineer's Report (the "Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, AS FOLLOWS:

Section 1: The City Council hereby appoints K&G Public Finance as the District's Assessment Engineer, and orders K&G Public Finance to prepare the Report concerning the District and the levy of assessments for FY 2026/2027, in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the Act.

Upon completion of the Report, said Report shall be filed with the City Clerk, who shall submit the same to the City Council for its consideration pursuant to *Section 22586* of the Act.

Section 2: The improvements include but are not limited to the operation, administration, maintenance and servicing of landscaping and appurtenant facilities and expenses associated with the District that were installed as part of the property development within the District and will be maintained by the City of Imperial or their designee through annual assessments. The Report describes in more detail the items to be maintained and serviced.

Section 3: The City Council hereby determines that to provide the improvements described in Section 2 of this Resolution, it is necessary to levy and collect assessments against lots and parcels within the District.

Section 4: The City Manager of the City of Imperial is hereby authorized and directed to take any and all action necessary and appropriate in connection with the annual levy and collection of assessments for the District.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Imperial
Landscape Maintenance District No. 1
(Paseo Del Sol and Wildflower)

Engineer's Report
Fiscal Year 2026/2027

Report Dated: May 26, 2026

KOPPEL & GRUBER
PUBLIC FINANCE

334 Via VeraCruz, Suite 256
San Marcos, California 92078
760-510-0290
info@kgpf.net

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EXHIBITS

EXHIBIT A: PRELIMINARY ASSESSMENT ROLL FOR FISCAL YEAR 2026/2027

EXHIBIT B: DISTRICT BOUNDARY MAPS

SECTION I. OVERVIEW

A. INTRODUCTION

The City of Imperial (“City”) annually levies and collects special assessments in order to continue the maintenance of the improvements within the Imperial Landscape Maintenance District No. 1 (“District”). The District was formed and annual assessments are levied, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”) and in compliance with the substantive and procedural requirements of the *California State Constitution*” Article XIID (“Article XIID”).

This report constitutes the annual update of the Engineer’s Report (“Report”) which provides updated information regarding the budget and factors that affect the assessment. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit as determined in the original formation Engineer’s Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the Imperial County Assessor’s Office. The Imperial County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of all public comments and written protests at a noticed Public Hearing, the City Council will confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year (“FY”) 2026/2027 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

In November 2001, the District was formed comprising of one zone of improvement, Zone 2001-01 (Wildflower). The formation was pursuant to City Council resolution following a property owner protest ballot proceeding, conducted in compliance with the provisions of Article XIID Section 4, to approve and confirm the Maximum Assessments and an Assessment Range Formula (inflationary factor) for Zone 2001-01 (Wildflower) District. In February 2002, a second zone of improvement, Zone 2001-02 (Paseo del Sol), was annexed into the District following a similar property owner protest ballot proceeding, conducted in compliance with the provisions of Article XIID Section 4, to approve and confirm the Zone 2001-02 (Paseo del Sol) Maximum Assessments and an Assessment Range Formula (inflationary factor). Although the City Council must consider all property owner comments or protests prior to levying an annual assessment each year, the Council may approve any proposed assessment that is less than or equal to the adjusted maximum assessment rate previously approved for each zone.

The Constitutional provisions of Article XIID do not alter the non-conflicting provisions of the 1972 Act and this Report and the method of apportionment contained herein utilize commonly accepted assessment engineering practices consistent with the Act and the provisions of the Constitution. All new or increased assessments (including any annexations) will be subject to the substantive and procedural requirements of Article XIID Section 4. Changes in land use or parcel subdivisions resulting in an increase to a particular parcel or group of parcels are not considered an increased assessment.

SECTION II. DESCRIPTION OF THE DISTRICT

A. BOUNDARIES OF THE DISTRICT

The boundaries of the District are non-contiguous and consist of all parcels with the Zone 2001-01 (Wildflower) and Zone 2001-02 (Paseo del Sol). A map showing the boundaries of the District has been previously filed with the City Clerk and by reference is made part of this Report.

1. Zone 2001-01 (Wildflower)

Zone 2001-01 (Wildflower) is located in the west portion of the City, generally South of Joshua Tree Street and West of La Brucherie Road. Zone 2001-01 (Wildflower) consists of all assessable parcels located in the Wildflower No. 8 subdivision.

2. Zone 2001-02 (Paseo Del Sol)

Zone 2001-02 (Paseo del Sol) is located in the northeast portion of the City, generally North of Aten Road, and East of Highway 86. Zone 2001-02 (Paseo del Sol) consists of all parcels located in the Paseo del Sol subdivision.

B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS AND SERVICES

Landscape improvements provided in the District may include but are not limited to: turf, ground cover, shrubs and trees, sprinkler and irrigation systems, ornamental lighting, drainage systems, masonry walls, entryway monument, and associated appurtenances. These improvements include all necessary service; operations; administration; and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory working condition. The City utilizes the services of landscape maintenance contractors and City crews for all regularly scheduled landscape maintenance. The specific locations of improvements within each zone of the District are described in the following section.

The District provides and ensures the continued maintenance, servicing, administration, and operation of various landscape improvements and associated appurtenances located within the District.

Landscaped Easements – The location of landscaped easements, including street trees, may include, but are not limited to: Joshua Tree Street, La Brucherie Road in Zone 2001-01 (Wildflower) and Cross Road in Zone 2001-02 (Paseo del Sol).

Storm Drain Basin Maintenance – The location of the storm drain basin to be maintained by the assessments is located at the south side of the Wildflower development in Zone 2001-01 (Wildflower) and the east end of the Paseo del Sol development in Zone 2001-02 (Paseo del Sol).

The assessable parcels receive special benefit from the ongoing maintenance of the landscaping, irrigation and drainage systems within the boundaries of the District. Specific improvements include all ground cover, turf, shrubs, trees, and associated appurtenances. The services provided include all necessary operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition.

The District through annual assessments budgeted and reviewed each fiscal year, funds the continued maintenance of these improvements. All assessable parcels identified as being within the District, share in both the cost and the benefits of the improvements. The costs associated with the improvements are equitably spread among all benefiting parcels within the District in proportion to the benefit received. The funds collected are dispersed and used for only the operation and servicing of the District improvements.

The detailed plans and specifications for the improvements are on file in the office of the City Clerk where they are available for public inspection. The plans and specifications for the improvements are voluminous and are not bound in this Engineer's Report but by this reference are incorporated herein and made a part of this Engineer's Report.

C. DISTRICT BOUNDARY MAP

Assessment District boundary maps have been prepared for the Landscape Maintenance Assessment District in the format required by the 1972 Act, and are on file with the City Clerk, and, by reference, are made part of this Report. A subdivision map showing each of the parcels included within the boundaries of the District is incorporated as Exhibit "B" to this Report.

SECTION III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, pursuant to Article XIID Section 4 a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits may be assessed and the District must separate the general benefits from the special benefits. Therefore, the District assesses only for improvements that provide special benefit and any improvements considered general benefit have been eliminated from the District Assessments.

B. BENEFIT ANALYSIS

1. Special Benefits

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives benefit from the improvements maintained and funded by the assessments. Specifically, landscape improvements installed in connection with the development of these parcels. The desirability of properties within the District is enhanced by the presence of well-maintained landscaping and amenities in close proximity to those properties.

The improvements generally include landscaped parkways, entryways, and appurtenant facilities. The annual assessments outlined in this Report are based on the estimated costs to provide all necessary service, operation, administration, and maintenance required each year to keep these improvements in a healthy, vigorous, and satisfactory condition and benefit the properties. The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District and thereby provide a special enhancement to the property.

2. General Benefits

It has been determined that the lots or parcels within this District receive unique and special benefits from the maintenance of the improvements within the District. The improvements maintained by the District were installed and constructed in connection with the development of properties within the District and were neither required nor necessarily desired by properties outside the District boundaries. It has been determined that these improvements and the ongoing maintenance of those improvements provide special benefits to the parcels within the District and no parcels outside the District area benefit from the maintenance of the improvements within the District. Therefore, there are no benefits of a general nature to properties outside the District boundaries or the public at large.

C. ASSESSMENT METHODOLOGY

Pursuant to the Act, the costs of the District may be apportioned by any formula or method, which fairly distributes the net amount to be assessed, among all assessable parcels in proportion to the estimated special benefits to be received by each such parcel from the improvements. The special benefit formula used within the District should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on estimated special benefit to each parcel.

This District utilizes an Equivalent Dwelling Unit (EDU) method of apportionment. The EDU method of apportionment uses the single-family residential parcel as the basic unit of assessment. The typical single-family residential parcel is assigned one (1.0) Equivalent Dwelling Unit. Every other land-use or property type is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land-use), and size of the property, as compared to typical single-family residential parcel.

Single Family Residential – This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EDU per lot or parcel. This is the base value that all other properties are compared and weighted against (i.e. Equivalent Dwelling Unit EDU).

Multifamily Residential – This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.0 EDU per unit.

Planned-Residential Development – This land use is defined as any property not fully subdivided with a specific number of proposed residential lots to be developed on the parcel. This land use type is assessed at 1.0 EDU per planned (proposed) residential lot.

Vacant Multi-Residential – This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EDU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EDU. Parcels over 50 acres are assigned a maximum of 50 EDU.

Exempt Parcels – This land use identifies properties that are not assessed and are assigned 0.00 EDU. This land use classification may include but is not limited to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, rights-of-way, public greenbelts and parkways; utility rights-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed, publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, the Equivalent Dwelling Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EDU.

TABLE 1
Land Use Designation

Property Type	EDU	Multiplier
Single Family Residential	1.000	per Unit/Lot/Parcel
Multi-family Residential	1.000	per Unit
Planned-Residential Development	1.000	per Planned Residential Lot
Vacant Multi-Residential	1.000	per Acre or portion of an Acre
Exempt	0.000	per Parcel

The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for calculating benefit in Districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land-use type, size and development. The following outlines the EDU applied to the various parcels and properties within this District:

- **Zone 2001-01 (Wildflower)** – One hundred nineteen (119) single-family residential parcels, each receiving full and equal special benefit from the improvements. These parcels are assigned an Equivalent Dwelling Unit of 1.0 EDU to reflect their special benefits.
- **Zone 2001-02 (Paseo del Sol)** – One hundred thirty (130) single-family residential parcels, each receiving full and equal special benefit from the improvements. These

parcels are assigned an Equivalent Dwelling Unit of 1.0 EDU to reflect their special benefits.

The Total Equivalent Dwelling Units (EDU) for Zone 2001-01 (Wildflower) in FY 2026/2027 is 119 EDU's.

The Total Equivalent Dwelling Units (EDU) for Zone 2001-02 (Paseo del Sol) in FY 2026/2027 is 130 EDU's.

The Levy per Equivalent Dwelling Unit, or Rate, applied to each parcel is the result of dividing the total Balance to Levy for each Zone, by the sum of the Zone EDU's, for the fiscal year. This Rate is multiplied by each parcel's individual EDU to determine the parcel's levy amount.

The following formulas are used to calculate the assessment for each parcel:

Formula

Total Balance to Levy / Total EDU = Levy per EDU

Parcel EDU x Levy per EDU = Parcel Levy Amount

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and an inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, a property owner protest ballot proceeding was conducted pursuant to the California State Constitution Article XIII D Section 4. This property owner protest ballot proceeding includes the establishment of an initial Maximum Assessment as well as an Assessment Range Formula.

Generally, if the proposed annual assessment (levy per EDU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners) increased each year, based upon the latest composite percentage change in the Consumer Price Index, All Urban Consumers, for the Riverside-San Bernardino-Ontario Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor.

The Engineer shall compute the percentage difference between the percentage change each year in CPI for March and the CPI for the previous March. The Engineer shall then adjust the previous maximum assessment rate by an amount not to exceed the percentage change for the upcoming fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a

comparable system as approved by the City Council for determining fluctuations in the cost of living.

Beginning in the second fiscal year (FY 2002/2003), for Zone 2001-01 (Wildflower) and beginning in the second fiscal year (FY 2003/2004), for Zone 2001-02 (Paseo del Sol) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EDU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual District assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on District assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated require an increase greater than the adjusted Maximum Assessment then the assessment is considered an increased assessment. To impose an increased assessment the City must comply with the provisions of the Constitution Article XIID Section 4(c) that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

SECTION IV. DISTRICT BUDGET

TABLE 2
Proposed Budget

Description	Zone 2001-01 Wildflower	Zone 2001-02 Paseo del Sol
DIRECT COSTS		
Maintenance Costs, Labor and Utilities	\$6,700	\$74,300
Capital Improvement Expenditures	51,759	0
DIRECT COSTS SUBTOTAL	\$58,459	\$74,300
INCIDENTAL COSTS/EXPENSES		
Engineering/District Administration	\$2,900	\$6,900
Special Administration Costs	500	500
INCIDENTAL COSTS/EXPENSES	\$3,400	\$7,400
LESS: FUNDS ON HAND	\$0	\$(16,235)
TOTAL ASSESSMENT	\$61,859	\$65,465
DISTRICT STATISTICS		
Total Parcels	119	130
Total Parcels Levied	119	130
Total Equivalent Dwelling Units	119	130
Applied Rate per EDU	\$519.82	\$503.60
Maximum Rate per EDU	\$519.83	\$503.60

The Maximum Assessment per EDU for Zone 2001-01 (Wildflower) and for Zone 2001-02 (Paseo del Sol) shown above is based on the Initial Maximum Assessment and the Assessment Range Formula approved by the property owners within the District at the time of formation.

Zone 2001-01 (Wildflower): The proposed FY 2026/2027 annual assessment is \$519.82 per EDU.

Zone 2001-02 (Paseo del Sol): The proposed FY 2026/2027 annual assessment is \$503.60 per EDU.

CITY OF IMPERIAL

LANDSCAPE MAINTENANCE DISTRICT NO. 1 (PASEO DEL SOL AND WILDFLOWER)

ENGINEER'S REPORT FISCAL YEAR 2026/2027

Report Submitted by:



Scott Koppel
Koppel & Gruber Public Finance



Registered Engineer



EXHIBIT A PRELIMINARY ASSESSMENT ROLL FOR FISCAL YEAR 2026/2027

Parcel identification for each lot or parcel within the District, shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps.

The following pages contain a listing of parcels assessed within this District, along with the Zone designation and proposed assessment amounts.



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 1
(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-01	064-421-001-000	551 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-002-000	555 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-003-000	559 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-004-000	563 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-005-000	567 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-006-000	571 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-007-000	575 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-008-000	579 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-009-000	583 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-010-000	582 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-011-000	578 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-012-000	574 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-013-000	570 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-014-000	566 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-015-000	562 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-016-000	558 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-017-000	554 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-018-000	550 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-019-000	551 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-020-000	555 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-021-000	559 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-022-000	563 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-023-000	567 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-024-000	571 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-025-000	575 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-026-000	579 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-027-000	583 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-028-000	582 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-029-000	578 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-030-000	574 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-031-000	570 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-032-000	566 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-033-000	562 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-034-000	558 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-035-000	554 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-036-000	550 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-037-000	551 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-038-000	555 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-039-000	559 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-040-000	563 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-041-000	567 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-042-000	571 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-043-000	575 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-044-000	579 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-421-045-000	583 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-001-000	549 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-002-000	545 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-003-000	541 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-004-000	537 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-005-000	533 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-006-000	529 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 1
(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-01	064-422-007-000	525 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-008-000	521 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-009-000	517 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-010-000	513 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-011-000	509 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-012-000	2342 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-013-000	2338 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-014-000	2334 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-422-015-000	2330 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-001-000	2328 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-002-000	2324 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-003-000	2320 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-004-000	508 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-005-000	512 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-006-000	516 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-007-000	520 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-008-000	524 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-009-000	528 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-010-000	532 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-011-000	536 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-012-000	540 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-013-000	544 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-014-000	548 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-015-000	550 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-016-000	554 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-017-000	558 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-018-000	562 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-019-000	566 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-423-020-000	570 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-001-000	521 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-002-000	525 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-003-000	529 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-004-000	533 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-005-000	537 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-006-000	541 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-007-000	545 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-008-000	549 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-009-000	548 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-010-000	544 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-011-000	540 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-012-000	536 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-013-000	532 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-014-000	528 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-015-000	524 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-016-000	520 MESQUITE ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-017-000	2343 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-018-000	2339 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-019-000	2335 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-020-000	2331 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-021-000	2329 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-022-000	2325 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 1
(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-01	064-424-023-000	2321 TUMBLEWEED AVE	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-024-000	521 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-025-000	525 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-026-000	529 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-027-000	533 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-028-000	537 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-029-000	541 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-030-000	545 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-031-000	549 SILVERWOOD ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-032-000	548 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-033-000	544 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-034-000	540 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-035-000	536 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-036-000	532 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-037-000	528 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-038-000	524 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-01	064-424-039-000	520 SAGEBRUSH ST	RESIDENTIAL	1	1	\$ 519.82
2001-02	044-611-001-000	201 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-002-000	203 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-003-000	205 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-004-000	207 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-005-000	209 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-006-000	211 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-007-000	213 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-008-000	215 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-009-000	217 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-611-010-000	219 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-001-000	200 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-002-000	202 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-003-000	204 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-004-000	206 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-005-000	208 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-006-000	210 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-007-000	212 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-008-000	214 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-009-000	216 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-010-000	218 W ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-011-000	219 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-012-000	217 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-013-000	215 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-014-000	213 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-015-000	211 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-016-000	209 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-017-000	207 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-018-000	205 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-019-000	203 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-612-020-000	201 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-001-000	200 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-002-000	202 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-003-000	204 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-004-000	206 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60



CITY OF IMPERIAL
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(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-02	044-613-005-000	208 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-006-000	210 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-007-000	212 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-008-000	214 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-009-000	216 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-010-000	218 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-011-000	219 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-012-000	217 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-013-000	215 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-014-000	213 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-015-000	211 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-016-000	209 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-017-000	207 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-018-000	205 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-019-000	203 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-613-020-000	201 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-001-000	200 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-002-000	202 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-003-000	2442 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-004-000	2444 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-005-000	2446 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-006-000	2448 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-007-000	2447 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-008-000	2445 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-009-000	2443 LORETO CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-010-000	206 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-614-011-000	208 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-001-000	220 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-002-000	222 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-003-000	224 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-004-000	226 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-005-000	228 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-006-000	230 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-007-000	232 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-008-000	233 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-009-000	231 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-010-000	229 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-011-000	227 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-012-000	225 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-013-000	223 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-615-014-000	221 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-001-000	221 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-002-000	223 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-003-000	225 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-004-000	227 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-005-000	229 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-006-000	231 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-007-000	233 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-008-000	235 ACAPULCO DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-009-000	2421 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-010-000	2423 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60

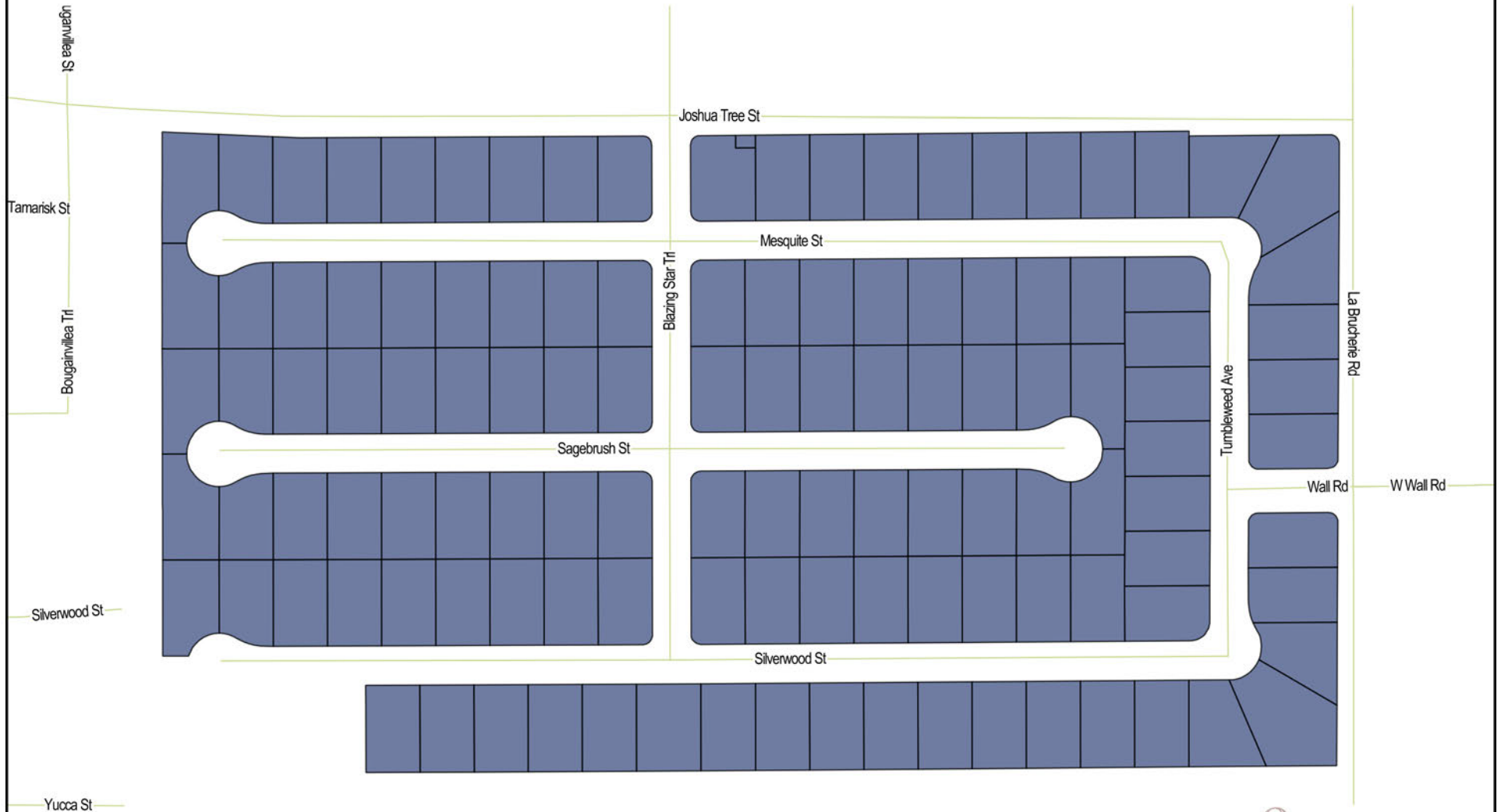


CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 1
(PASEO DEL SOL AND WILDFLOWER)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2001-02	044-616-011-000	2425 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-012-000	2427 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-013-000	2429 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-014-000	2431 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-015-000	2433 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-016-000	2435 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-017-000	2437 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-018-000	2439 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-019-000	2441 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-020-000	2443 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-021-000	2445 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-022-000	2447 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-616-023-000	2449 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-001-000	220 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-002-000	222 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-003-000	224 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-004-000	226 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-005-000	228 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-006-000	230 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-007-000	232 MAZATLAN DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-008-000	233 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-009-000	231 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-010-000	229 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-011-000	227 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-012-000	225 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-013-000	223 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-617-014-000	221 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-001-000	2447 CABO SAN LUCAS AVE	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-002-000	2445 CABO SAN LUCAS AVE	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-003-000	2443 CABO SAN LUCAS AVE	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-004-000	220 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-005-000	222 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-006-000	224 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-007-000	2444 VERACRUZ CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-008-000	2446 VERACRUZ CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-009-000	2448 VERACRUZ CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-010-000	2447 VERACRUZ CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-011-000	2445 VERACRUZ CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-012-000	2443 VERACRUZ CT	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-013-000	228 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-014-000	230 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-015-000	232 SAN FELIPE DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-016-000	2444 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-017-000	2446 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
2001-02	044-618-018-000	2448 ENSENADA DR	RESIDENTIAL	1	1	\$ 503.60
					Total Levy	\$ 127,326.58
					Total Parcel Count	249

EXHIBIT B
DISTRICT BOUNDARY MAPS

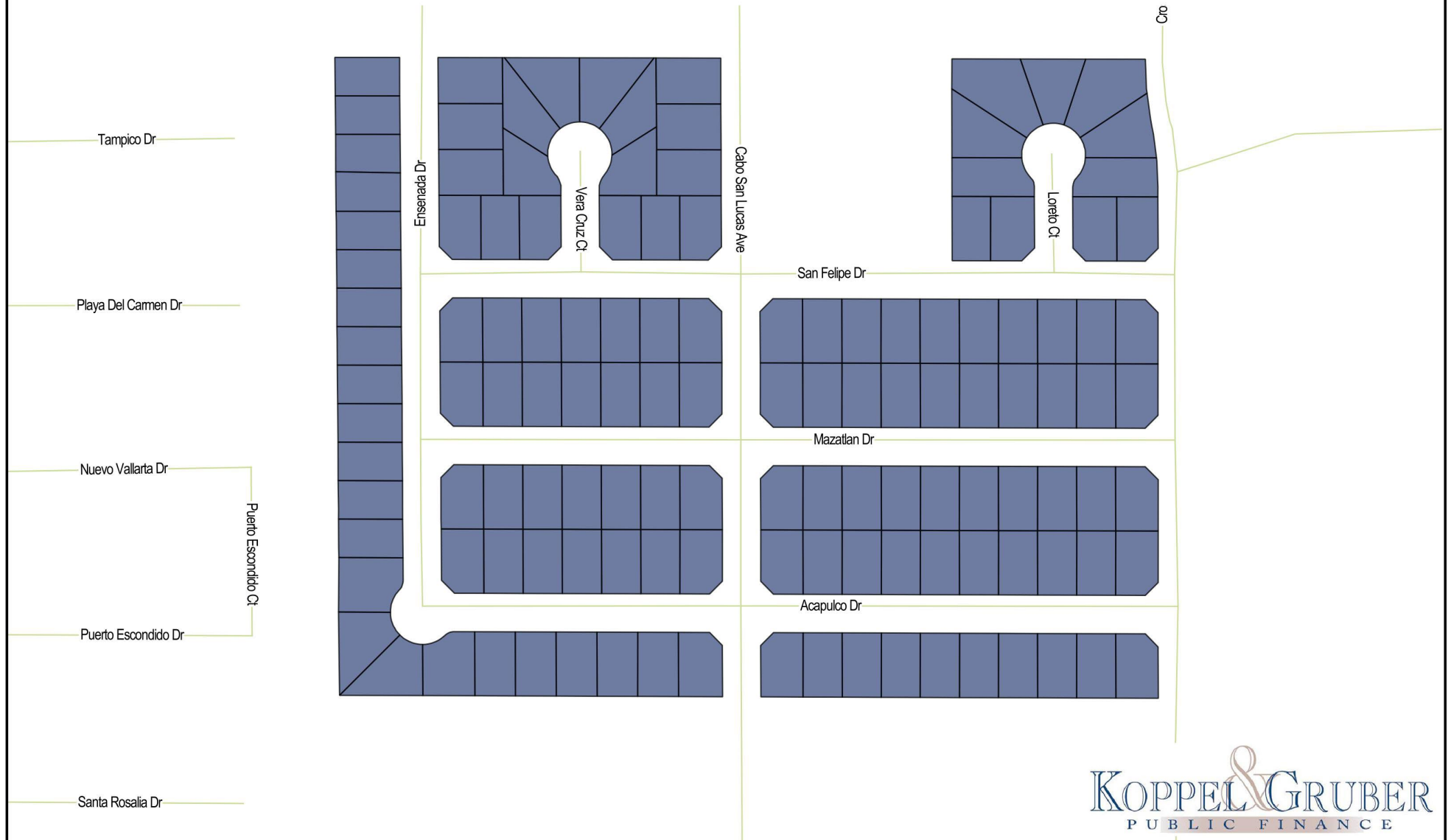
CITY OF IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 1 ZONE 2001-01 (WILDFLOWER)



CITY OF IMPERIAL

LANDSCAPE MAINTENANCE DISTRICT NO. 1

ZONE 2001-02 (PASEO DEL SOL)





City Council STAFF REPORT

Document ID: 2026-291
Category: Consent Item

Department: Finance
Department Head: Victor Manriquez, Finance Director
Meeting Date: June 3, 2026

SUBJECT:

RESOLUTION OF INTENTION: IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 2 (SKY RANCH SUBDIVISIONS, ZONE 2005-03)

BACKGROUND:

The City Council will adopt these three resolutions for intent to initiate, levy an assessment for Fiscal Year ("FY") 2026/2027, order an engineer's report, and set a public hearing. Following the intent meeting and Adoption of the resolutions, a public hearing will be held on June 17, 2026, to take testimony and adopt resolutions to accept the engineer's report and approve a levy for FY 2026/2027.

The proposed FY 2026/2027 annual assessment is \$564.60 per EDU, which is 56.10% of the maximum assessment rate allowed.

FISCAL IMPACT:

The funds generated are used for the purposes stated in the original formation of this district. Each year the assessments on individual parcels may be increased up to the Consumer Price Index.

REQUESTED ACTION:

Staff recommends that the City Council adopt the three resolutions initiating the FY 2026/2027 annual assessments.

CITY MANAGER RECOMMENDATION:

Approve as presented.

Attachments:

1. LSCP-MD-2_Intent-Conduct-Public-Hearing_FY2026-2027
2. LSCP-MD-2_Intent-Engineers-Report_FY2026-2027

3. LSCP-MD-2_Intent-Initiate-Levy_FY2026-2027
4. LSCP-MD-2_Engineers-Report_FY2026-2027

RESOLUTION NO. 2026-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 2, ZONE 2005-03 (SKY RANCH), FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council has by previous Resolution, initiated proceedings for the levy and collection of assessments against lots and parcels of land within the City of Imperial Landscape Maintenance District No. 2 (the “District”) for Fiscal Year (“FY”) 2026/2027, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the “Act”); and,

WHEREAS, the Act provides for the City Council to levy and collect the annual assessments for the District on the Imperial County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance as the District Assessment Engineer for the Annual Levy of the District, and to prepare and file an Engineer’s Report (the “Report”) with the City Clerk in accordance with the Act, and that said Report has been prepared and filed with the City clerk and presented to the City Council.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The City Council hereby declares its intention to levy and collect assessments against lots and parcels of land within the District for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027, to pay the costs and expenses of the improvements which are described in the Report. The City Council finds that the public’s best interest requires such levy and collection.

Section 3: The territory of the District is within the boundaries and jurisdiction of the District, and the City of Imperial within the County of Imperial, State of California. The boundary map describing the District is on file with the City Clerk and is hereby incorporated by reference into this Resolution. The District is designated as the “City of Imperial Landscape District No. 2.”

The boundaries of the District consist of all parcels with the Zone 2005-03 (Sky Ranch). A general description of each Zone is as follows:

- Zone 2005-03 (Sky Ranch) is located in the west portion of the City of Imperial, generally South of Industrial Way, North of Aten Road, and East of Dandelion Canal (Austen Road). Zone 2005-03 (Sky Ranch) consists of all parcels located in the Sky Ranch subdivision within the City.

Section 4: The improvements of the District are briefly described as the operation, administration, maintenance and servicing of all landscaping improvements and appurtenant facilities and expenses associated with the District that were installed as part of the property development within the District and will be maintained by the City of Imperial or their designee through annual assessments namely:

- Landscaping improvements may include but are not limited to: turf, ground cover, shrubs and trees, sprinkler and irrigation systems, ornamental lighting, drainage systems, masonry walls, entryway monuments and associated appurtenances;
- Side bars on interior street, easement along Aten Road and 9.5-acre park retention basin on the north side of Sky Ranch.

Section 5: The District Assessment Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council a Report, in connection with the proposed improvements, a description of an annual inflationary adjustment that will be applied to the assessments in subsequent fiscal years and levy and collection of assessments against lots and parcels of land within the District for FY 2026/2027 in accordance with *Chapter 1, Article 4* of the Act, and the City Council did by Resolution approve such Report. Reference is hereby made to said Report for a detailed description of improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 6: The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 7: The City Council hereby declares its intention to conduct a Public Hearing concerning the improvements and the levy of assessments for the District in accordance with *Chapter 2, Article 1, Section 22590* of the Act. Notice is hereby given that on **Wednesday, June 17, 2026 at 7:00 p.m.** the City Council will hold a Public Hearing for the District for Fiscal Year 2026/2027, or as soon thereafter as feasible. The Public Hearing will be held in the City Council's regular meeting chambers located at 220 West 9th Street, Imperial, California 92251, at the time so fixed. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 8: The City Clerk shall cause notice to be given of the time and place of the Public Hearing by causing the publishing of this Resolution once in the local paper not less than ten (10) days before the date of the hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 9: The Mayor, City Clerk, the City Manager, the City Council and such officers and employees of the City as are appropriate, are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2026-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING THE IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 2, ZONE 2005-03 (SKY RANCH); AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of the Fiscal Year 2026/2027 Annual Engineer's Report (the "Report") in connection with the City of Imperial Landscape Maintenance District No. 2 (the "District"), and the levy and collection of assessments against lots and parcels of land within the territory for the Fiscal Year ("FY") commencing July 1, 2026, and ending June 30, 2027, to pay the maintenance, servicing, and operation of the improvements, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"); and,

WHEREAS, the District Assessment Engineer has prepared and filed with the City Clerk and the City Clerk has now presented to the City Council the Engineer's Report entitled "City of Imperial Landscape Maintenance District No. 2, Zone 2005-03 (Sky Ranch) Engineer's Report Fiscal Year 2026/2027"; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, the improvements described therein, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

- A Description of Improvements;
- The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);
- The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within the District for FY 2026/2027;
- The District Roll containing the Levy for each Assessor Parcel Number within the District; and
- An exhibit showing the boundaries of the District.

Section 3: The District and the associated assessments as outlined in the Engineer’s Report are in compliance with the provisions of California Constitution Article XIID.

Section 4: The Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 2, ZONE 2005-3 (SKY RANCH) FOR FISCAL YEAR 2026/2027; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, the City Council by previous Resolutions formed and approved maximum annual assessment rates for the City of Imperial Landscape Maintenance District No. 2 (the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Imperial County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto, and,

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments against lots and parcels of land within the District for Fiscal Year ("FY") 2026/2027 pursuant to provisions of the Act, and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance ("K&G Public Finance") for the purpose of preparing and filing an Engineer's Report (the "Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, AS FOLLOWS:

Section 1: The City Council hereby appoints K&G Public Finance as the District Assessment Engineer, and orders K&G Public Finance to prepare the Report concerning the District and the levy of assessments for FY 2026/2027, in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the Act.

Upon completion of the Report, said Report shall be filed with the City Clerk, who shall submit the same to the City Council for its consideration pursuant to *Section 22586* of the Act.

Section 2: The improvements include but are not limited to the operation, administration, maintenance and servicing of landscaping and appurtenant facilities and expenses associated with the District that were installed as part of the property development within the District and will be maintained by the City of Imperial or their designee through annual assessments. The Report describes in more detail the items to be maintained and serviced.

Section 3: The City Council hereby determines that to provide the improvements described in Section 2 of this Resolution, it is necessary to levy and collect assessments against lots and parcels within the District.

Section 4: The City Manager of the City of Imperial is hereby authorized and directed to take any and all action necessary and appropriate in connection with the annual levy and collection of assessments for the District.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Imperial
Landscape Maintenance District No. 2
(Sky Ranch)

Engineer's Report
Fiscal Year 2026/2027

Report Dated: May 26, 2026

KOPPEL & GRUBER
PUBLIC FINANCE

334 Via VeraCruz, Suite 256
San Marcos, California 92078
760-510-0290
info@kgpf.net

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EXHIBITS

EXHIBIT A: PRELIMINARY ASSESSMENT ROLL FOR FISCAL YEAR 2026/2027

EXHIBIT B: DISTRICT BOUNDARY MAPS

SECTION I. OVERVIEW

A. INTRODUCTION

The City of Imperial (“City”) annually levies and collects special assessments in order to continue the maintenance of the improvements within the Imperial Landscape Maintenance District No. 2 (“District”). The District was formed and annual assessments are levied, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”) and in compliance with the substantive and procedural requirements of the *California State Constitution* Article XIID (“Article XIID”).

This report constitutes the annual update of the Engineer’s Report (“Report”) which provides updated information regarding the budget and factors that affect the assessment. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit as determined in the original formation Engineer’s Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the Imperial County Assessor’s Office. The Imperial County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of all public comments and written protests at a noticed Public Hearing, the City Council will confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year (“FY”) 2026/2027 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

In September 2005, the District was formed comprising of one zone of improvement, Zone 2005-03 (Sky Ranch). The formation was pursuant to City Council resolution following a property owner protest ballot proceeding, conducted in compliance with the provisions of Article XIID Section 4, to approve and confirm the Maximum Assessments and an Assessment Range Formula (inflationary factor). Although the City Council must consider all property owner comments or protests prior to levying an annual assessment each year, the Council may approve any proposed assessment that is less than or equal to the adjusted maximum assessment rate previously approved for each zone.

The Constitutional provisions of Article XIID do not alter the non-conflicting provisions of the 1972 Act and this Report and the method of apportionment contained herein utilize commonly accepted assessment engineering practices consistent with the Act and the provisions of the Constitution. All new or increased assessments (including any annexations) will be subject to the substantive and procedural requirements of Article XIID Section 4. Changes in land use or parcel subdivisions resulting in an increase to a particular parcel or group of parcels are not considered an increased assessment.

SECTION II. DESCRIPTION OF THE DISTRICT

A. BOUNDARIES OF THE DISTRICT

The boundaries of the District consist of all parcels with the Zone 2005-03 (Sky Ranch). A map showing the boundaries of the District has been previously filed with the City Clerk and by reference is made part of this Report.

Zone 2005-03 (Sky Ranch): Zone 2005-03 (Sky Ranch) is located in the west portion of the City, generally south of Industry Way, north of Aten Road, and east of the Dandelion Canal (Austin Road). Zone 2005-03 consists of all assessable parcels located in the Sky Ranch subdivision.

B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS AND SERVICES

Landscape improvements provided in the District may include but are not limited to: turf, ground cover, shrubs and trees, sprinkler and irrigation systems, ornamental lighting, drainage systems, masonry walls, entryway monument, and associated appurtenances. These improvements include all necessary service; operations; administration; and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory working condition. The City utilizes the services of landscape maintenance contractors and City crews for all regularly scheduled landscape maintenance. The specific locations of improvements within each zone of the District are described in the following section.

The District provides and ensures the continued maintenance, servicing, administration, and operation of various landscape improvements and associated appurtenances located within the District.

Landscaped Easements – The location of landscaped easements, including street trees, may include, but are not limited to: sidebars on interior streets, easements along Aten Road and a 9.5-acre park retention basin on the north side of the development.

The assessable parcels receive special benefit from the ongoing maintenance of the landscaping, irrigation and drainage systems within the boundaries of the District. Specific improvements include all ground cover, turf, shrubs, trees, and associated appurtenances. The services provided include all necessary operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition.

The District through annual assessments budgeted and reviewed each fiscal year, funds the continued maintenance of these improvements. All assessable parcels identified as being within the District, share in both the cost and the benefits of the improvements. The costs associated with the improvements are equitably spread among all benefiting parcels within the District in proportion to the benefit received. The funds collected are dispersed and used for only the operation and servicing of the District improvements.

The detailed plans and specifications for the improvements are on file in the office of the City Clerk where they are available for public inspection. The plans and specifications for the improvements are voluminous and are not bound in this Engineer's Report but by this reference are incorporated herein and made a part of this Engineer's Report.

C. DISTRICT BOUNDARY MAP

Assessment District boundary maps have been prepared for the Landscape Maintenance Assessment District in the format required by the 1972 Act, and are on file with the City Clerk, and, by reference, are made part of this Report. A subdivision map showing each of the parcels included within the boundaries of the District and subject to the annual assessment charge is incorporated as Exhibit “B” to this Report.

SECTION III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, pursuant to Article XIID Section 4 a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits may be assessed and the District must separate the general benefits from the special benefits. Therefore, the District assesses only for improvements that provide special benefit and any improvements considered general benefit have been eliminated from the District Assessments.

B. BENEFIT ANALYSIS

1. Special Benefits

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives benefit from the improvements maintained and funded by the assessments. Specifically, landscape improvements installed in connection with the development of these parcels. The desirability of properties within the District is enhanced by the presence of well-maintained landscaping and amenities in close proximity to those properties.

The improvements generally include landscaped parkways, entryways, and appurtenant facilities. The annual assessments outlined in this Report are based on the estimated costs to provide all necessary service, operation, administration, and maintenance required each year to keep these improvements in a healthy, vigorous, and satisfactory condition and benefit the properties. The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District and thereby provide a special enhancement to the property.

2. General Benefits

It has been determined that the lots or parcels within this District receive unique and special benefits from the maintenance of the improvements within the District. The improvements maintained by the District were installed and constructed in connection with the development of properties within the District and were neither required nor necessarily desired by properties outside the District boundaries. It has been determined that these improvements and the ongoing maintenance of those improvements provide special benefits to the parcels within the District and no parcels outside the District area benefit from the maintenance of the improvements within the District. Therefore, there are no benefits of a general nature to properties outside the District boundaries or the public at large.

C. ASSESSMENT METHODOLOGY

Pursuant to the Act, the costs of the District may be apportioned by any formula or method, which fairly distributes the net amount to be assessed, among all assessable parcels in proportion to the estimated special benefits to be received by each such parcel from the improvements. The special benefit formula used within the District should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on estimated special benefit to each parcel.

This District utilizes an Equivalent Dwelling Unit (EDU) method of apportionment. The EDU method of apportionment uses the single-family residential parcel as the basic unit of assessment. The typical single-family residential parcel is assigned one (1.0) Equivalent Dwelling Unit. Every other land-use or property type is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land-use), and size of the property, as compared to typical single-family residential parcel.

Single Family Residential – This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EDU per lot or parcel. This is the base value that all other properties are compared and weighted against (i.e. Equivalent Dwelling Unit EDU).

Multifamily Residential – This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.0 EDU per unit.

Planned-Residential Development – This land use is defined as any property not fully subdivided with a specific number of proposed residential lots to be developed on the parcel. This land use type is assessed at 1.0 EDU per planned (proposed) residential lot.

Vacant Multi-Residential – This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EDU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EDU. Parcels over 50 acres are assigned a maximum of 50 EDU.

Exempt Parcels – This land use identifies properties that are not assessed and are assigned 0.00 EDU. This land use classification may include but is not limited to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, rights-of-way, public greenbelts and parkways; utility rights-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed, publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, the Equivalent Dwelling Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EDU.

TABLE 1
Land Uses and Equivalent Dwelling Units (EDU)

Property Type	EDU	Multiplier
Single Family Residential	1.000	per Unit/Lot/Parcel
Multi-Family Residential	1.000	per Unit
Planned-Residential Development	1.000	per Planned Residential Lot
Vacant Multi-Residential	1.000	per Acre or portion thereof
Exempt	0.000	per Parcel

The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for calculating benefit in Districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land-use type, size and development. The following outlines the EDU applied to the various parcels and properties within this District:

- **Zone 2005-03 (Sky Ranch)** – Four hundred forty-nine (449) single-family residential parcels, each receiving full and equal special benefit from the improvements. These parcels are assigned an Equivalent Dwelling Unit of 1.0 EDU to reflect their special benefits.

The Total Equivalent Dwelling Units (EDU) for Zone 2005-03 (Sky Ranch) in FY 2026/2027 is 449 EDU's.

The Levy per Equivalent Dwelling Unit, or Rate, applied to each parcel is the result of dividing the total Balance to Levy for each Zone, by the sum of the Zone EDU's, for the fiscal year. This Rate is multiplied by each parcel's individual EDU to determine the parcel's levy amount.

The following formulas are used to calculate the assessment for each parcel:

Formula

Total Balance to Levy / Total EDU = Levy per EDU

Parcel EDU x Levy per EDU = Parcel Levy Amount

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIC and XIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and an inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, a property owner protest ballot proceeding was conducted pursuant to the California State Constitution Article XIID Section 4. This property owner protest ballot proceeding includes the establishment of an initial Maximum Assessment as well as an Assessment Range Formula.

Generally, if the proposed annual assessment (levy per EDU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners) increased each year, based upon the latest composite percentage change in the Consumer Price Index, All Urban Consumers, for the Riverside-San Bernardino-Ontario Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor.

The Engineer shall compute the percentage difference between the percentage change each year in CPI for March and the CPI for the previous March. The Engineer shall then adjust the previous maximum assessment rate by an amount not to exceed the percentage change for the upcoming fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

Beginning in the second fiscal year (FY 2006/2007), for Zone 2005-03 (Sky Ranch) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EDU) less than or equal to this Maximum Assessment is not

considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual District assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on District assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated require an increase greater than the adjusted Maximum Assessment then the assessment is considered an increased assessment. To impose an increased assessment the City must comply with the provisions of the Constitution Article XIID Section 4(c) that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

SECTION IV. DISTRICT BUDGET

The following is a brief description of the costs associated with the improvements and services to be funded through the District.

A. DIRECT COSTS

1. Maintenance Costs/Labor

This includes all regular scheduled labor, contractors and general maintenance costs including wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

2. Utilities

The furnishing of water and electricity required for the operation and maintenance of the improvements and facilities.

3. Equipment and Supplies

This item includes all materials, supplies, and equipment required to operate, maintain, and ensure the satisfactory condition of all improvements and appurtenant facilities.

4. Repair and Miscellaneous Expenses

Includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. These costs may include repair of damaged amenities due to storms, vandalism, etc. Also included may be planned upgrades or replacement of improvements and equipment that provides a direct benefit to the District.

B. ADMINISTRATION COSTS

1. District Administration

This item may include all or a portion of the administration and professional service costs associated with the coordination of District services and operations including response to public concerns and education, and procedures associated with the levy and collection of assessments. This item also includes the costs associated with professionals to provide administrative, legal, or engineering services specific to the District.

2. County Administration Fee

This is the cost to the District for the County to collect assessments on the annual property tax roll.

TABLE 2
Proposed Budget

Description	Zone 2001-03 Sky Ranch
DIRECT COSTS	
Maintenance Costs and Labor	\$128,500
Capital Improvement Expenditures	101,005
DIRECT COSTS SUBTOTAL	\$229,505
INCIDENTAL COSTS/EXPENSES	
District Administration	\$23,500
Special Administration Costs	500
INCIDENTAL COSTS/EXPENSES	\$24,000
LESS: FUNDS ON HAND	\$0
TOTAL ASSESSMENT	\$253,505
DISTRICT STATISTICS	
Total Parcels	449
Total Parcels Levied	449
Total Equivalent Dwelling Units	449
Applied Rate per EDU	\$564.60
Maximum Rate per EDU	\$1,006.43

The proposed FY 2026/2027 annual assessment is \$564.60 per EDU.

CITY OF IMPERIAL

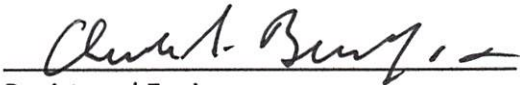
LANDSCAPE MAINTENANCE DISTRICT NO. 2 (SKY RANCH)

ENGINEER'S REPORT FISCAL YEAR 2026/2027

Report Submitted by:



Scott Koppel
Koppel & Gruber Public Finance



Registered Engineer



EXHIBIT A PRELIMINARY ASSESSMENT ROLL FOR FISCAL YEAR 2026/2027

Parcel identification for each lot or parcel within the District, shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps.

The following pages contain a listing of parcels assessed within this District, along with the Zone designation and proposed assessment amounts.



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-311-001-000	668 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-002-000	670 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-003-000	672 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-004-000	674 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-005-000	676 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-006-000	678 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-007-000	680 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-008-000	682 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-009-000	683 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-010-000	681 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-011-000	679 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-012-000	677 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-013-000	675 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-014-000	673 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-015-000	671 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-016-000	669 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-017-000	667 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-018-000	668 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-019-000	670 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-020-000	672 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-021-000	674 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-022-000	676 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-023-000	678 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-024-000	680 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-025-000	682 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-026-000	683 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-027-000	681 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-028-000	679 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-029-000	677 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-030-000	675 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-031-000	673 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-032-000	671 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-033-000	669 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-034-000	667 MC CARRAN CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-035-000	668 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-036-000	670 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-037-000	672 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-038-000	674 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-039-000	676 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-040-000	678 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-041-000	680 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-042-000	682 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-311-043-000	684 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-001-000	2458 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-002-000	2456 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-003-000	2454 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-004-000	2452 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-005-000	2450 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-006-000	2448 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-007-000	2447 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-312-008-000	2449 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-009-000	2451 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-010-000	2453 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-011-000	2455 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-012-000	2457 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-013-000	2459 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-014-000	2458 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-015-000	2456 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-016-000	2454 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-017-000	2452 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-018-000	2450 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-019-000	2448 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-020-000	2447 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-021-000	2449 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-022-000	2451 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-023-000	2453 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-024-000	2455 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-025-000	2457 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-026-000	2459 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-027-000	2458 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-028-000	2456 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-029-000	2454 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-030-000	2452 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-031-000	2450 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-032-000	2448 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-033-000	2447 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-034-000	2449 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-035-000	2451 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-036-000	2453 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-037-000	2455 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-038-000	2457 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-039-000	2459 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-040-000	2458 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-041-000	2456 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-042-000	2454 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-043-000	2452 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-044-000	2450 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-045-000	2448 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-046-000	2447 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-047-000	2449 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-048-000	2451 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-049-000	2453 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-050-000	2455 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-051-000	2457 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-312-052-000	2459 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-001-000	2461 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-002-000	2463 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-003-000	2465 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-004-000	2467 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-005-000	2469 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-314-006-000	2471 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-007-000	2473 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-008-000	2475 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-009-000	2476 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-010-000	2474 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-011-000	2472 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-012-000	2470 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-013-000	2468 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-014-000	2466 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-015-000	2464 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-016-000	2462 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-017-000	2460 STAPLETON AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-018-000	2461 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-019-000	2463 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-020-000	2465 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-021-000	2467 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-022-000	2469 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-023-000	2471 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-024-000	2473 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-025-000	2475 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-026-000	2476 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-027-000	2474 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-028-000	2472 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-029-000	2470 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-030-000	2468 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-031-000	2466 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-032-000	2464 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-033-000	2462 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-034-000	2460 O'HARE AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-035-000	2461 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-036-000	2463 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-037-000	2465 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-038-000	2467 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-039-000	2469 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-040-000	2471 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-041-000	2473 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-042-000	2475 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-043-000	2476 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-044-000	2474 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-045-000	2472 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-046-000	2470 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-047-000	2468 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-048-000	2466 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-049-000	2464 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-050-000	2462 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-051-000	2460 LA GUARDIA AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-052-000	2461 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-053-000	2463 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-054-000	2465 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-055-000	2467 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-314-056-000	2469 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-057-000	2471 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-058-000	2473 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-059-000	2475 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-060-000	2476 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-062-000	2472 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-063-000	2470 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-064-000	2468 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-065-000	2466 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-066-000	2464 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-067-000	2462 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-068-000	2460 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-314-073-000	2474 EARHART AVE	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-014-000	625 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-015-000	623 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-016-000	621 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-017-000	619 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-018-000	617 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-019-000	615 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-020-000	613 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-021-000	611 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-022-000	609 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-023-000	607 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-033-000	2464 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-034-000	2462 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-035-000	2460 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-036-000	2458 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-037-000	2456 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-038-000	2454 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-039-000	2452 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-040-000	2450 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-041-000	2448 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-045-000	2440 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-046-000	2442 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-047-000	2444 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-315-048-000	2446 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-001-000	624 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-002-000	622 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-003-000	620 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-004-000	618 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-005-000	616 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-006-000	614 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-007-000	612 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-008-000	610 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-009-000	608 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-010-000	606 BOLEY FIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-011-000	607 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-012-000	609 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-013-000	611 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-014-000	613 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-316-015-000	615 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-016-000	617 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-017-000	619 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-018-000	621 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-019-000	623 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-316-020-000	625 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-001-000	624 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-002-000	622 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-003-000	620 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-004-000	618 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-005-000	616 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-006-000	614 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-007-000	612 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-008-000	610 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-009-000	608 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-010-000	606 MC CARRAN DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-011-000	607 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-012-000	609 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-013-000	611 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-014-000	613 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-015-000	615 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-016-000	617 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-017-000	619 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-018-000	621 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-019-000	623 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-317-020-000	625 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-001-000	624 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-002-000	622 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-003-000	620 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-004-000	618 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-005-000	616 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-006-000	614 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-007-000	612 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-008-000	610 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-009-000	608 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-010-000	606 FLYING CLOUD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-011-000	607 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-012-000	609 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-013-000	611 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-014-000	613 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-015-000	615 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-016-000	617 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-017-000	619 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-018-000	621 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-019-000	623 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-318-020-000	625 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-001-000	624 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-002-000	622 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-003-000	620 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-004-000	618 DULLES DR	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-319-005-000	616 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-006-000	614 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-007-000	612 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-008-000	610 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-009-000	608 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-010-000	606 DULLES DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-011-000	607 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-012-000	609 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-013-000	611 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-014-000	613 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-015-000	615 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-016-000	617 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-017-000	619 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-018-000	621 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-019-000	623 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-319-020-000	625 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-001-000	668 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-002-000	670 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-003-000	672 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-004-000	674 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-005-000	676 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-006-000	678 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-007-000	680 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-009-000	683 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-010-000	681 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-011-000	679 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-012-000	677 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-013-000	675 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-014-000	673 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-015-000	671 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-016-000	669 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-017-000	667 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-018-000	668 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-019-000	670 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-020-000	672 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-021-000	674 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-022-000	676 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-023-000	678 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-024-000	680 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-025-000	682 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-026-000	683 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-027-000	681 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-028-000	679 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-029-000	677 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-030-000	675 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-031-000	673 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-032-000	671 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-033-000	669 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-034-000	667 KITTY HAWK CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-035-000	668 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-321-036-000	670 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-037-000	672 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-038-000	674 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-039-000	676 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-040-000	678 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-041-000	680 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-042-000	682 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-043-000	683 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-044-000	681 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-045-000	679 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-046-000	677 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-047-000	675 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-048-000	673 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-049-000	671 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-050-000	669 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-051-000	667 DULLES CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-321-054-000	682 SKY VIEW CT W	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-001-000	2438 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-002-000	2436 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-003-000	2434 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-004-000	2432 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-005-000	2430 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-006-000	2428 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-007-000	2426 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-008-000	2424 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-009-000	2425 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-010-000	2427 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-011-000	2429 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-012-000	2431 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-013-000	2433 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-014-000	2435 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-015-000	2437 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-016-000	2439 EARTHART CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-017-000	2438 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-018-000	2436 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-019-000	2434 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-020-000	2432 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-021-000	2430 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-022-000	2428 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-023-000	2426 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-024-000	2424 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-025-000	2423 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-026-000	2425 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-027-000	2427 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-028-000	2429 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-029-000	2431 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-030-000	2433 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-031-000	2435 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-032-000	2437 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-033-000	2439 LA GUARDIA CT	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-322-034-000	2438 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-035-000	2436 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-036-000	2434 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-037-000	2432 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-038-000	2430 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-039-000	2428 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-040-000	2426 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-041-000	2424 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-042-000	2423 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-043-000	2425 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-044-000	2427 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-045-000	2429 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-046-000	2431 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-047-000	2433 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-048-000	2435 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-049-000	2437 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-050-000	2439 O'HARE CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-051-000	2438 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-052-000	2436 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-053-000	2434 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-054-000	2432 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-055-000	2430 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-056-000	2428 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-057-000	2426 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-058-000	2424 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-059-000	2423 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-060-000	2425 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-063-000	2431 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-064-000	2433 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-065-000	2435 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-066-000	2437 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-067-000	2439 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-068-000	2427 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-322-069-000	2429 STAPLETON CT	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-001-000	624 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-002-000	622 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-003-000	620 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-004-000	618 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-005-000	616 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-006-000	614 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-007-000	612 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-008-000	610 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-009-000	608 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-010-000	606 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-011-000	604 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-012-000	602 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-013-000	2414 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-014-000	2416 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-015-000	2418 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-016-000	2420 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60



CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
2005-03	064-324-017-000	2422 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-018-000	2424 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-019-000	2426 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-020-000	2428 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-021-000	2430 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-022-000	2432 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-023-000	2434 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-024-000	2436 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-324-025-000	2438 SKY HARBOR WAY	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-001-000	625 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-002-000	623 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-003-000	621 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-004-000	619 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-005-000	617 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-006-000	615 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-007-000	613 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-008-000	611 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-009-000	609 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-010-000	607 SKY VIEW DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-011-000	606 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-012-000	608 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-013-000	610 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-014-000	612 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-015-000	614 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-016-000	616 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-017-000	618 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-018-000	620 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-019-000	622 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-325-020-000	624 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-001-000	625 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-002-000	623 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-003-000	621 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-004-000	619 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-005-000	617 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-006-000	615 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-007-000	613 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-008-000	611 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-009-000	609 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-010-000	607 KITTY HAWK DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-011-000	606 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-012-000	608 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-013-000	610 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-014-000	612 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-015-000	614 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-016-000	616 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-017-000	618 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-018-000	620 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-019-000	622 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60
2005-03	064-326-020-000	624 SHEFFIELD DR	RESIDENTIAL	1	1	\$ 564.60

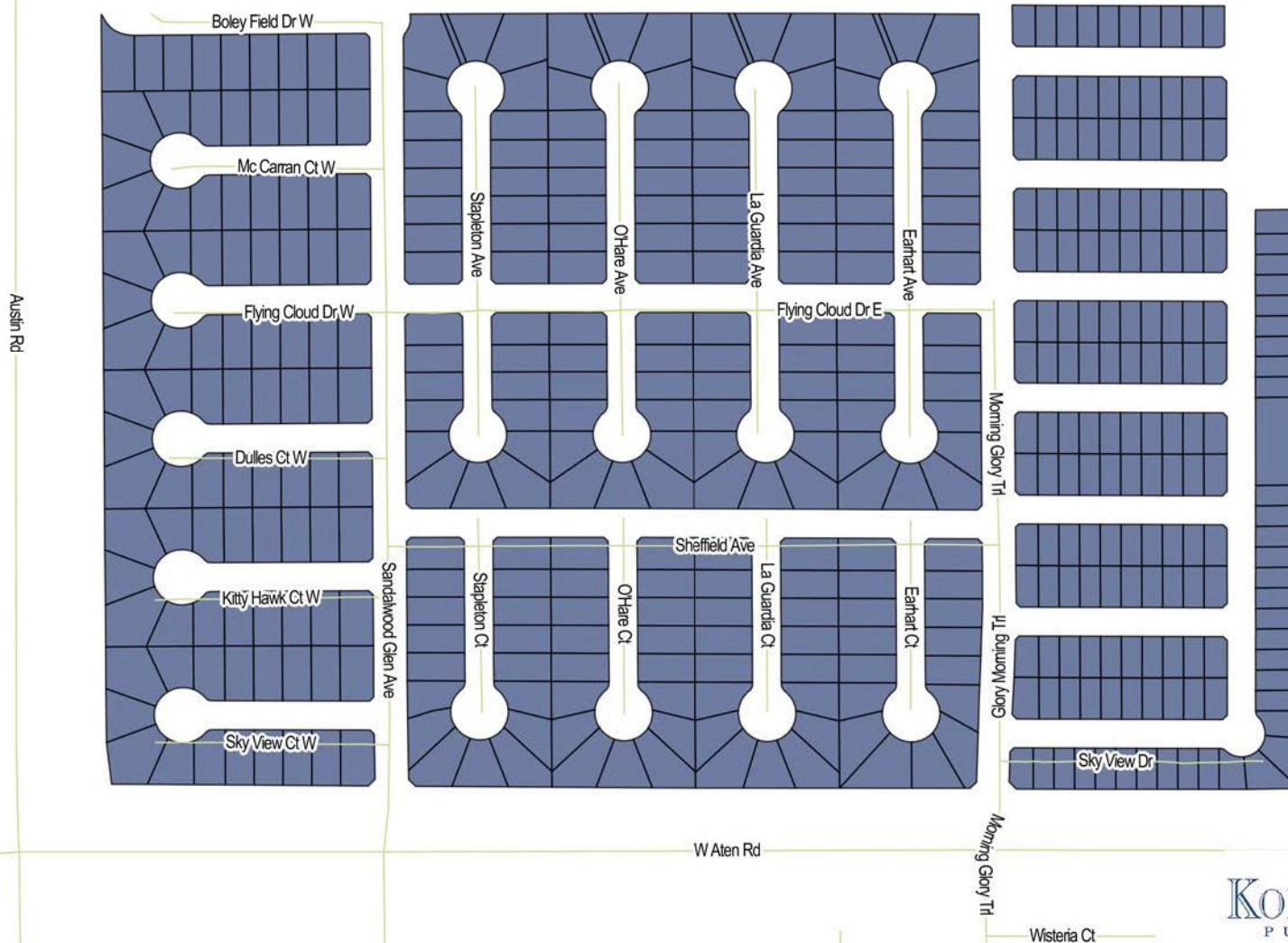


CITY OF IMPERIAL
LANDSCAPE MAINTENANCE DISTRICT NO. 2
(SKY RANCH)
FISCAL YEAR 2026/2027 TAX ROLL

Zone	APN	Situs Address	Land Use Code	Residential Units	EDU	Assessment
				Total Levy		\$ 253,505.40
				Total Parcel Count		449

EXHIBIT B
DISTRICT BOUNDARY MAPS

CITY OF IMPERIAL LANDSCAPE MAINTENANCE DISTRICT NO. 2 (SKY RANCH)



RESOLUTION NO. 2026-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IMPERIAL, CALIFORNIA, DECLARING THE MONTH OF
JUNE AS MEN’S MENTAL HEALTH MONTH IN THE CITY OF
IMPERIAL**

WHEREAS, mental health is essential to the overall well-being, productivity, and quality of life of all individuals and families within the community; and

WHEREAS, men throughout the United States often face unique social and cultural pressures that discourage open discussions about mental health challenges and emotional well-being; and

WHEREAS, many men experiencing depression, anxiety, trauma, stress, substance abuse, and other mental health conditions may avoid seeking professional help due to stigma or lack of awareness; and

WHEREAS, according to national mental health organizations, men are statistically less likely to seek mental health treatment and are disproportionately affected by suicide and untreated mental health conditions; and

WHEREAS, increasing public awareness, education, early intervention, and access to support services can help reduce stigma and encourage individuals to seek assistance when needed; and

WHEREAS, the City of Imperial recognizes the importance of supporting initiatives that promote mental wellness, resilience, recovery, and community-based mental health resources for men, youth, veterans, families, and all residents; and

WHEREAS, the Rotary Club of Calexico and the Rotary Action Group on Mental Health Initiatives – District 5340 are working throughout the Imperial Valley to promote awareness and advocacy during Men’s Mental Health Month;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial hereby declares the month of June as “Men’s Mental Health Month” in the City of Imperial and encourages residents, organizations, healthcare providers, schools, businesses, and community leaders to support efforts that promote mental health awareness, education, and access to care.

BE IT FURTHER RESOLVED that the City Council encourages all residents to help eliminate the stigma surrounding mental health and foster a compassionate and supportive community for those facing mental health challenges.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial, California, this ____ day of June, 2026.

Mayor, City of Imperial

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City Council **STAFF REPORT**

Document ID: 2026-299

Category: Action Item

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: June 3, 2026

SUBJECT:

APPROVE A TEMPORARY MORATORIUM ON THE APPROVAL OF CERTAIN EMERGING HIGH-ENERGY INDUSTRIAL AND TECHNOLOGY USES, INCLUDING DATA CENTERS, BATTERY ENERGY STORAGE SYSTEMS, AND SIMILAR UTILITY-INTENSIVE INDUSTRIAL OR TECHNOLOGICAL USES.

BACKGROUND:

A 250 MW data center was previously proposed within the City of Imperial. During preliminary review of the project, City staff determined the proposed use was not clearly permitted by right under the City's existing zoning regulations and would likely require either a Zoning Code amendment or a Similarity of Use determination. Staff further determined that environmental review under the California Environmental Quality Act ("CEQA") would be required to evaluate potential project impacts, including but not limited to energy demand, water consumption, noise generation, traffic, backup generator emissions, and air quality impacts. The proposed project was subsequently voluntarily withdrawn from consideration.

Additionally, a separate 330 MW large-scale data center project has been proposed within the unincorporated County of Imperial and is currently being processed as a use permitted by right with a claimed exemption from the California Environmental Quality Act ("CEQA"). The proposed project site is located within the City of Imperial Sphere of Influence and within an area designated as "-U, Urban Overlay" under the County of Imperial zoning ordinances.

Due to the project's proximity to incorporated areas of the City of Imperial, including nearby residential neighborhoods, schools, and public facilities, the City Council finds that such uses may directly and indirectly impact the public health, safety, and welfare of City residents. Potential impacts associated with emerging high-energy industrial and technology uses include substantial utility demand, infrastructure constraints, hazardous materials concerns, emergency response considerations, noise, air quality impacts, and land use compatibility issues.

The City's current Zoning Ordinance does not contain specific operational standards,

locational criteria, development regulations, or performance standards applicable to data centers, battery energy storage systems, and similar utility-intensive uses. As such, additional study and evaluation are necessary to determine appropriate development standards and land use regulations for these emerging uses.

Discussion:

Government Code Section 65858 authorizes the City Council to adopt an Interim Urgency Ordinance prohibiting uses that may conflict with contemplated zoning regulations when there is a current and immediate threat to the public health, safety, or welfare.

Staff believes the approval of additional permits for these emerging uses prior to the development of appropriate regulations could result in the following potential impacts:

- Significant electrical infrastructure demand;
- Potential fire and thermal runaway risks associated with battery storage systems;
- Hazardous materials and emergency response concerns;
- Noise and air quality impacts from backup generators and cooling systems;
- Water consumption associated with industrial cooling operations;
- Land use incompatibility with adjacent uses;
- Insufficient development standards related to setbacks, screening, and operational performance;
- Unknown cumulative impacts on City infrastructure and public services.

The proposed Interim Urgency Ordinance would temporarily prohibit the approval of the following uses:

- Data Centers;
- High-Performance Computing Facilities;
- Battery Energy Storage Systems (BESS);
- Large-Scale Utility Support Facilities;
- Similar high-energy industrial or technology uses as determined by the Community Development Director.

The moratorium would apply to applications for:

- Conditional Use Permits;
- Site Plan Review;
- Building Permits;
- Business Licenses;
- Any discretionary or ministerial approvals associated with the establishment of such uses.

The proposed ordinance would remain in effect for 45 days unless extended by the City Council pursuant to Government Code Section 65858.

During the moratorium period, staff would:

- Conduct research regarding industry standards and best practices;
- Coordinate with utility providers and emergency response agencies;
- Evaluate zoning and development standards from other jurisdictions;
- Prepare recommendations for permanent zoning regulations.

Discussion/CEQA Analysis

The proposed Interim Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3), as the action will not result in a direct or reasonably foreseeable physical change in the environment and can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

FISCAL IMPACT:

N/a

REQUESTED ACTION:

Adopt Interim Urgency Ordinance No. 834 AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ESTABLISHING A TEMPORARY 45-DAY MORATORIUM ON THE APPROVAL OF CERTAIN EMERGING HIGH-ENERGY INDUSTRIAL AND TECHNOLOGY USES, INCLUDING DATA CENTERS, BATTERY ENERGY STORAGE SYSTEMS, AND SIMILAR UTILITY INTENSIVE INDUSTRIAL OR TECHNOLOGICAL USES, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, while the City studies potential zoning regulations and development standards.

CITY MANAGER RECOMMENDATION:

Approve as requested.

Attachments:

1. Ordinance No. 834_ Temporary Moratorium

ORDINANCE NO. 834

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF CERTAIN EMERGING HIGH-ENERGY INDUSTRIAL AND TECHNOLOGY USES, INCLUDING DATA CENTERS, BATTERY ENERGY STORAGE SYSTEMS, AND SIMILAR UTILITY INTENSIVE INDUSTRIAL OR TECHNOLOGICAL USES, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858

The City Council of the City of Imperial does ordain as follows:

SECTION 24.100:

A. Findings.

A. The City of Imperial has recently experienced increasing development interest involving emerging industrial and technology-related land uses, including Data Centers, Battery Energy Storage Systems (BESS), and similar utility-intensive or technological uses.

B. Such uses may involve substantial electrical demand, hazardous materials, fire and thermal runaway risks, emergency response concerns, backup generator emissions, excessive noise, water consumption, infrastructure impacts, and land use compatibility concerns.

C. The City's current Zoning Ordinance does not contain specific development standards, operational requirements, locational criteria, or performance standards governing such uses.

D. The City Council finds that the approval of additional permits or entitlements for such uses without adequate study and regulation would result in a current and immediate threat to the public health, safety, and welfare.

E. Pursuant to California Government Code Section 65858, the City Council desires to temporarily prohibit the establishment, expansion, or approval of such uses while the City studies appropriate zoning regulations and development standards.

F. This urgency ordinance is necessary to preserve the public health, safety, and welfare and shall take effect immediately upon adoption.

B. Temporary Moratorium on Certain Emerging Industrial and Technology Uses.

A. Prohibited Uses.

The following uses are hereby temporarily prohibited within all zoning districts of the City of Imperial unless expressly exempted herein:

1. Data Centers;
2. High-Performance Computing Facilities;
3. Battery Energy Storage Systems (BESS);
4. Utility-Scale Energy Storage Facilities;
5. Artificial Intelligence Computing Facilities;
6. Similar utility-intensive industrial or technology uses as determined by the Community Development Director.

B. Applicability.

This moratorium shall apply to all applications for:

1. Conditional Use Permits;
2. Site Plan Review;
3. Variances;
4. Building Permits;
5. Business Licenses;
6. Administrative Permits;
7. Any discretionary or ministerial permit required for the establishment, expansion, or operation of the prohibited uses identified herein.

C. Section Study and Development of Regulations.

During the term of this Ordinance, City staff is directed to study and prepare recommendations regarding:

- A. Appropriate zoning and locational standards;
- B. Fire and emergency response requirements;
- C. Hazardous materials regulations;
- D. Infrastructure and utility capacity impacts;
- E. Noise and air quality impacts;
- F. Environmental and land use compatibility concerns;
- G. Operational performance standards;
- H. Development and design standards for such uses.

D. Enforcement.

The City Manager and or the Community Development Director, and any authorized City official, are hereby authorized to enforce the provisions of this Ordinance.

Any application submitted in violation of this Ordinance shall be denied, suspended, or deemed incomplete.

SECTION 2:

Environmental Clearance.

The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3), in that the Ordinance will not result in a direct or reasonably foreseeable physical change in the environment and can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

SECTION 3:

Effective Date.

This Ordinance is adopted as an urgency measure pursuant to California Government Code Section 65858 and shall become effective immediately upon adoption by a four-fifths vote of the City Council.

This Ordinance shall remain in effect for forty-five (45) days unless extended in accordance with Government Code Section 65858.

The City Attorney is authorized to make minor typographical changes to this Resolution that do not change the substance of this Resolution.

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the City Council of the City of Imperial at a _____ meeting thereof, held on the - _____ day of _____, 2026, by the following vote, to wit:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

City Clerk

The foregoing Ordinance is hereby approved this _____ day of _____, 2026.

Mayor

ATTEST:

_____ City

Clerk



City Council **STAFF REPORT**

Document ID: 2026-193

Category: Action Item

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: June 3, 2026

SUBJECT:

**CIP #817-ATEN BLVD. REHABILITATION PROJECT BETWEEN VILORE WAY AND OLD SR-86.
 PROJECT NO. STPL-5134(027)**

- 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 March 20th 2024, the Community Development Department was directed by City Council per Agenda Item CC03-20-24_Item C-1 to conduct a competitive BID process for the Aten Blvd. rehabilitation project between Vilore Way to Old SR-86. Thereafter, City Council awarded a contract to Rove Engineering, INC. to complete the construction of said project per Agenda Item CC10-02-24_Item C-3.

The project was funded through Surface Transportation Block Grant (STBG), LTA Measure "D" funds, and Local Transportation.

Construction on this project was successfully completed on July 31st 2025.

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

Construction Final Report showing the project's Before and After pictures are attached herewith as Exhibit B.

FISCAL IMPACT:

Original Contract Sum:..... \$1,878,883.11 (STBG, LTA Measure D and

Local Transportation)
 Net Change by C.O. #1:..... \$1,225,000.00 (Sewer Fund)
 Net Change by C.O. #2:..... \$92,753.33
 Net Change by C.O. #3:..... \$68,980.00 (Water Fund)
 Net Change By Balancing C.O.:..... (\$74,821.99)
 Total Amount Billed (Incl. Retention):.....\$3,215,607.19
 Contingency = 15%:..... \$281,832.47
 Remaining Funds (Incl. Contingency):.... \$194,921.13

REQUESTED ACTION:

1. Approval of balancing change order
2. Acceptance of Work Completed
3. Authorize City Clerk to file the Notice of Completion in the Imperial County Clerk/Recorder's Office

CITY MANAGER RECOMMENDATION:

Attachments:

1. Balancing Change Order_STPL-5134(027)
2. Exhibit A _STPL-5134(027) Aten Blvd Rehab_Balance to Finish
3. Exhibit B - STPL-5134(027)_Before and After Photo Report



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:

05-26-2026

- ☐ OWNER
☐ ENGINEER
☒ CONTRACTOR
☐ FIELD
☐ OTHER

CHANGE ORDER NO. 4

PROJECT: City of Imperial
ATEN BLVD REHABILITATION BETWEEN VILORE WAY & OLD SR-86
STBG STPL-5134(027)

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
Balancing Change Order Amount = \$-74,821.99

Original Contract: _____ *\$1,878,883.11 + 15% Contingency*

(Per Agenda Item CC10-02-24_Item-C3)
Change Order#1: _____ *\$1,225,000.00 (Per Agenda Item CC12-04-24_Item-C8 Paid for*

by Public Services' Wastewater Capacity Fund 56-000-3200)
Change Order#2: _____ *\$92,753.33 (New Curb & Gutter approved 06/03/25)*
Change Order#3: _____ *\$68,980.00 (Waterline re-route approved 05/13/25)*
Balancing Change Order: _____ *\$-74,821.99*

New Contract Amount: _____ *\$3,215,607.19*

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.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8 - Rev.3

APPLICATION DATE: 12/18/2025

PERIOD TO: 11/30/2025

PROJECT NO: 20234-03 / 24-096

A	B		D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.	PAVEMENT REHABILITATION	VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			APPLICATION		STORED	AND STORED		(C - G)	RATE)
			(D + E)		(NOT IN	TO DATE			
					D OR E)	(D+E+F)			5%
1	Mobilization	\$ 90,230.00	\$90,230.00	0.000	\$0.00	\$90,230.00	100%	\$0.00	\$4,511.50
2	Traffic Control	\$ 102,754.00	\$102,754.00	0.000	\$0.00	\$102,754.00	100%	\$0.00	\$5,137.70
3	SWPPP	\$ 5,475.00	\$5,475.00	0.000	\$0.00	\$5,475.00	100%	\$0.00	\$273.75
4	Survey Construction Staking	\$ 14,757.00	\$14,757.00	0.000	\$0.00	\$14,757.00	100%	\$0.00	\$737.85
5	Geo Tech Testing	\$ 28,766.00	\$28,766.00	0.000	\$0.00	\$28,766.00	100%	\$0.00	\$1,438.30
6	Saw Cut	\$ 8,621.00	\$8,621.00	0.000	\$0.00	\$8,621.00	100%	\$0.00	\$431.05
7	Removals native along North side of Aten	\$ 5,428.50	\$5,428.50	0.000	\$0.00	\$5,428.50	100%	\$0.00	\$271.43
8	Removals AC and C2B North side of Aten	\$ 16,029.00	\$16,029.00	0.000	\$0.00	\$16,029.00	100%	\$0.00	\$801.45
9	Cold Plane 1.5"	\$ 73,967.40	\$0.00	0.000	\$0.00	\$0.00	0%	\$73,967.40	\$0.00
10	Cold Plane 6' Wedge	\$ 24,108.00	\$24,157.00	0.000	\$0.00	\$24,157.00	100%	(\$49.00)	\$1,207.85
11	Install new AC North Side Atn	\$ 35,962.50	\$35,962.50	0.000	\$0.00	\$35,962.50	100%	\$0.00	\$1,798.13
12	Regarde Native Material North Side Aten	\$ 8,758.00	\$8,758.00	0.000	\$0.00	\$8,758.00	100%	\$0.00	\$437.90
13	HMA Leveling Course 3/4" Lift	\$ 238,582.96	\$238,582.96	0.000	\$0.00	\$238,582.96	100%	\$0.00	\$11,929.15
14	ARAM	\$ 202,844.00	\$202,844.00	0.000	\$0.00	\$202,844.00	100%	\$0.00	\$10,142.20
15	RHMA Cap 1.5"	\$ 387,734.00	\$386,830.41	0.000	\$0.00	\$386,830.41	100%	\$903.59	\$19,341.52
16	RHMA Cap 1.5" Stop Point SYSTEM 3	\$ 127,708.75	\$127,708.75	0.000	\$0.00	\$127,708.75	100%	\$0.00	\$6,385.44
17	Double Adjust Manhole	\$ 11,988.00	\$11,988.00	0.000	\$0.00	\$11,988.00	100%	\$0.00	\$599.40
18	Double Adjust water valve	\$ 31,360.00	\$31,360.00	0.000	\$0.00	\$31,360.00	100%	\$0.00	\$1,568.00
19	Double Adjust Telecommunication	\$ 4,522.00	\$4,522.00	0.000	\$0.00	\$4,522.00	100%	\$0.00	\$226.10
20	Remove and Dispose Cross Gutter	\$ 5,798.00	\$5,798.00	0.000	\$0.00	\$5,798.00	100%	\$0.00	\$289.90
21	Thermo-Striping	\$ 99,135.00	\$99,135.00	0.000	\$0.00	\$99,135.00	100%	\$0.00	\$4,956.75
22	5' wide class II Bikelane	\$ 337,954.00	\$337,954.00	0.000	\$0.00	\$337,954.00	100%	\$0.00	\$16,897.70
23	Existing Survey Monuments	\$ 16,400.00	\$16,400.00	0.000	\$0.00	\$16,400.00	100%	\$0.00	\$820.00
	SUB - TOTAL	\$ 1,878,883.11	\$ 1,804,061.12	0.000	\$ -	\$ 1,804,061.12	96%	\$ 74,821.99	\$ 90,203.06

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.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8 - Rev.3

APPLICATION DATE: 12/18/2025

PERIOD TO: 11/30/2025

PROJECT NO: 20234-03 / 24-096

A	B		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	PAVEMENT REHABILITATION		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					5%
	CHANGE ORDERS								
1	PCC at Aten Road	\$ 92,753.33	\$92,753.33	0.000	\$0.00	\$92,753.33	100%	\$0.00	\$4,637.67
4	Adjusting Balance (Balancing Change Order)	\$ (74,821.99)		0.000		\$0.00		(\$74,821.99)	
	GRAND TOTALS	1,896,814.45	1,896,814.45	-	-	1,896,814.45	100%	-	94,840.72

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

EXHIBIT B
BEFORE AND AFTER PHOTO
ATEN BLVD BETWEEN VILORE WAY AND OLD SR-86

Before



After



ATEN BLVD REHABILITATION BETWEEN VILORE WAY & OLD SR-86
STBG STPL-5134(027)

EXHIBIT D
BEFORE AND AFTER PHOTO
ATEN BLVD BETWEEN VILORE WAY AND OLD SR-86

Before



After



ATEN BLVD REHABILITATION BETWEEN VILORE WAY & OLD SR-86
STBG STPL-5134(027)

EXHIBIT D
BEFORE AND AFTER PHOTO
ATEN BLVD BETWEEN VILORE WAY AND OLD SR-86

Before



After



ATEN BLVD REHABILITATION BETWEEN VILORE WAY & OLD SR-86
STBG STPL-5134(027)



City Council **STAFF REPORT**

Document ID: 2026-204

Category: Resolution

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: June 3, 2026

SUBJECT:

COMMUNITY DEVELOPMENT PERMIT STREAMLINING REPORT

BACKGROUND:

In October 2024, the Community Development Department received a \$40,000 technical assistance grant through the 2021 Regional Early Action Planning (REAP 2.0) Grant Program, administered by the Southern California Association of Governments (SCAG). The grant supported updates to the City of Imperial's (City) community development regulatory framework, including the development of visual guides and a targeted review of City documents to improve the clarity and accessibility of planning, building, engineering, and fire permit review processes.

Using REAP 2.0 grant funding, the City advanced a targeted Community Development Permit Streamlining effort to improve process clarity, reduce review delays, and better align local permitting practices with State housing law. Following a competitive procurement consistent with SCAG requirements, the City selected GHD, Inc. (Consultant) in November 2025 to prepare entitlement visual guides and develop implementation-ready streamlining recommendations consistent with the SCAG Scope of Work and REAP 2.0 program objectives starting in January 2026.

The City of Imperial Community Development Permit Streamlining project aims to simplify and expedite development approvals by providing clear guidance to applicants and streamlining permitting processes. The Community Development Permit Streamlining effort directly advances REAP 2.0 objectives by:

- Accelerating infill housing approvals through clearer, objective, and ministerial processing pathways;
- Supporting affirmatively furthering fair housing by reducing discretionary barriers that disproportionately affect affordable and special-needs housing;
- Reducing vehicle miles traveled (VMT) by facilitating infill and higher-density development consistent with the Housing Element;
- Improving interdepartmental coordination and applicant preparedness to reduce

avoidable review delays.

The Consultant completed a comprehensive review of City planning and development regulations, including the Zoning Code, General Plan, 2021-2029 Housing Element and Annual Progress Reports, Downtown Imperial Redevelopment Master Plan and Design Guidelines, and applicable State Building Codes. This analysis evaluated consistency with evolving State housing law requirements and identified regulatory, procedural, and operational barriers affecting entitlement and permit processing timelines.

Complementing the regulatory review, City staff and the Consultant conducted structured stakeholder interviews with City departments, the Imperial County Fire Department, local developers, and the Imperial Valley Housing Authority to identify process bottlenecks and opportunities to improve permitting clarity and predictability. Stakeholder feedback indicated that development delays are driven more by process clarity and submittal quality than by regulatory standards alone. Key themes include:

- The need for clearer, front-loaded guidance and visual tools to improve application completeness
- Desire for predictable and coordinated review timelines rather than faster but uncertain processing timelines
- Opportunities to reduce friction through unified, objective standards consistently applied across departments
- Recognition that delayed responses and fragmented reviews can create delays comparable to discretionary approvals

These findings reinforced the need for improved checklists, visual entitlement guides, consolidated review workflows, and early eligibility determinations; recommendations that are incorporated throughout the Consultant's report.

Based on a review of City policies, operational processes, and stakeholder input, the Consultant prepared a coordinated set of recommendations, including updates to policy documents, zoning and regulatory amendments, permitting and process improvements, and enhancements to the Community Development Department's webpage. Recommendations are sequenced for implementation and grounded in state law, resulting in a phased work program outlining near-term (0-12 months), mid-term (12-24 months), long-term (24+ months), and ongoing actions for City decisionmaker consideration.

Lastly, consistent with REAP 2.0 requirements and stakeholder input, the Consultant developed clear, illustrative visual guides documenting processes for both entitlement approval and post-entitlement review for key Planning, Building & Safety, Engineering, and Fire permit pathways related to housing and infill development, as identified in the RFP, including:

Planning

Accessory Dwelling Units (ADU)
 Conditional Use Permits (CUPs)
 General Plan Amendments
 Site Plan Review
 Tentative Maps
 Variances
 Zone Changes
 Zoning Text Amendments
 Zoning Verification Letters

Building & Safety

Building Permits

Engineering

Final Maps
 Engineering Permits
 Encroachment Permits

Fire

Site Plan Review for Single Family and Duplexes
 Site Plan Review Multi-Family, Commercial, and Industrial

All Entitlement Visual Guides were developed to provide clear, jargon-free, step-by-step guidance throughout the development review process, from Pre-Application Review through building permit issuance and final inspections. The guides visually outline required approvals, submittal steps, and review milestones. They are provided as fillable PDFs to improve usability, support complete submittals, and reduce processing time and administrative workload for City staff. The Entitlement Visual Guides can be found in Appendix A of Attachment A - Community Development Permit Streamlining Background Research and Streamlining Recommendations Report.

The project is categorically exempt from the California Environmental Quality Act (CEQA), per Section 15306, Class 6, which consists of basic data collection, research, experimental management, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource.

The Imperial Planning Commission adopted Resolution PC 2026-06, Recommending City Council approval of the Community Development Permit Streamlining and Operational Report.

FISCAL IMPACT:

N/A

REQUESTED ACTION:

Approve Resolution 2026-16, A RESOLUTION OF THE IMPERIAL CITY COUNCIL APPROVING THE COMMUNITY DEVELOPMENT PERMIT STREAMLINING AND OPERATIONAL REPORT, as recommended by the Imperial Planning Commission.

CITY MANAGER RECOMMENDATION:

Attachments:

1. GHD_Imperial Permit Streamlining Report_Final CEQA v2
2. Resolution 2026-16



City of Imperial Community Development Permit Streamlining

Background Research Permit Streamlining and Operational Recommendation Report

May 1, 2026



Project name		City of Imperial Community Development Permit Streamlining					
Document title		Background Research, Permit Streamlining and Operational Recommendation Report					
Project number		12682084					
File name		GHD_Imperial Permit Streamlining Report_Final v1.pdf					
Status Code	Revision		Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
	Final Issue	Brady Woods	Kayla Rashad		Todd Tregenza		4/30/2026

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- Review of State and Federal Regulatory Framework
- Regulatory Alignment and Gaps Analysis
- Identification of Barriers and Development Delays

Permit Streamlining and Operational Recommendations Report

- Purpose of Recommendations
- Streamlining and State Law Framework
- Recommendations for Updating City Policy Documents: 1992 General Plan, 2021-2029 Housing Element, and Downtown Imperial Redevelopment Master Plan & Design Guidelines
- Detailed Zoning and Regulatory Recommendations
- Detailed Permitting and Process Recommendations
- City of Imperial Community Development Website Recommendations
- Implementation Priorities and Workplan
- Conclusion

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City of Imperial - Community Development Permit Streamlining

BACKGROUND RESEARCH REPORT

1. Executive Summary

This background report evaluates the regulatory landscape that affects the delivery of affordable housing in the City of Imperial and identifies opportunities to streamline processes to support more efficient housing production. The analysis focuses on local zoning standards, development requirements, environmental review practices, and alignment with state and federal housing mandates. The primary purpose is to pinpoint barriers that hinder development feasibility and recommend strategies to simplify, accelerate, and strengthen the City's permitting and regulatory framework.

Key findings from the analysis include:

- The City has adopted several important incentives, such as density bonuses, fee waivers, ADU incentives, and expedited permit processing, that support affordable housing, but these tools are undercut by density limits, parking standards, and site development requirements that reduce feasible unit yields.
- Several local regulations do not fully align with evolving state housing laws, including recent mandates on ministerial approvals, supportive housing, and higher-density development, which create uncertainty and add administrative burden.
- The permitting and entitlement process contains procedural inefficiencies, including multi-step review pathways, discretionary approvals, and limited coordination between departments, all of which increase project timelines and costs.
- Infrastructure capacity constraints, CEQA review requirements, and site development standards (such as stormwater basins and off-site improvements) disproportionately affect affordable housing feasibility due to higher sensitivity to upfront costs.

Summary of Identified Barriers. The report identifies three primary categories of barriers affecting Imperial's housing delivery:

1. **Regulatory and Policy Framework Constraints:** Development standards such as low-density ceilings, restrictive site and parking requirements, Conditional Use Permit requirements for multifamily and special-needs housing, and partial misalignment with current state housing mandates.
2. **Permitting and Approval Process Inefficiencies:** Reliance on discretionary approvals, limited ministerial or by-right pathways, fragmented interdepartmental coordination, and extended environmental review timelines that prolong entitlement and permitting.
3. **Cumulative Impacts on Project Timelines, Costs, and Feasibility:** Infrastructure extension obligations, stormwater requirements that reduce developable area, and development fees that disproportionately



affect lower-income and affordable housing products, compounding schedule risk and financial constraints.

These factors collectively reduce the feasibility of affordable housing projects, extend approval timelines, and constrain the City's ability to meet its long-term housing goals. Improvements in regulatory alignment, streamlined processing, and strategic policy updates will be essential to strengthening housing supply and reducing unnecessary development barriers.



2. Introduction

GHD's analysis combines regulatory research, technical review, and stakeholder engagement to assess the City's housing development environment. The approach includes:

- Reviewing local zoning, development standards, plans, and permitting procedures.
- Analyzing consistency with recent state housing legislation and federal requirements.
- Evaluating development feasibility implications, including density allowances, parking standards, infrastructure obligations, and environmental review pathways.
- Conducting interviews with City staff and development stakeholders to understand operational challenges and real-world delays.

This approach provides a comprehensive and practical understanding of both policy intent and implementation barriers.



3. Methodology

The document review assessed local regulatory materials including zoning provisions, the Housing Element, fee schedules, CEQA procedures, and development standards. State and federal statutes (e.g., SB 35/AB 423, SB 330/AB 130, SB 9, ADU regulations, and applicable HUD guidance) were also evaluated to assess regulatory alignment and identify areas requiring updates.

In parallel, the analysis was informed by stakeholder interviews with City staff across planning, engineering, and building functions; the Imperial County Fire Department; local builders and private developers; and the Imperial Valley Housing Authority to capture real-world implementation challenges, interagency coordination issues, and procedural bottlenecks not evident from code review alone. Insights from these discussions were used to supplement the policy analysis and better understand how regulatory requirements and day-to-day administrative practices affect project feasibility, approval timelines, and site capacity.

The combined policy and stakeholder analysis placed particular emphasis on density provisions, height limits, parking standards, entitlement pathways, infrastructure requirements, and cross-department review coordination, which stakeholders consistently identified as having the greatest influence on housing and affordable housing development in the City of Imperial.

4. Review of City of Imperial Local Regulations and Policies

4.1 Zoning Code

Residential Zoning Standards and Density Provisions

The City of Imperial's Zoning Code establishes the core development metrics that govern residential density, building form, and site utilization, particularly within the Residential Condominium (RC) and Residential Apartment (RA) zones. Although these districts are intended to accommodate multifamily housing, several baseline zoning standards, including density limits, height caps, parking requirements, setback dimensions, and on-site infrastructure obligations, combine to constrain achievable unit yield and complicate infill development.

In practice, these metrics often limit the ability of projects to reach densities assumed in the Housing Element or to achieve the scale necessary to support affordable and workforce housing, increasing reliance on discretionary approvals and incentive programs. The following section evaluates these zoning metrics to identify how they currently discourage infill housing and where targeted adjustments could better align base zoning with housing production objectives while maintaining objective, state-law-consistent standards.

Table 4.1 Section 24.03.120 Property Development Standards: R Zones

A. General Requirements

The following requirements are minimums unless otherwise stated.

	RR	RL	R-1	RC	RA
1. Density-maximum units per net acre.	0.5-1.0	2.0	6.0	12-20*	20-30*
2. Net lot area (in sq. ft.)	1 acre	20,000	6,000	7,500	7,500
3. a. Lot width (in feet)	110	100	65	150 int. 70 corner	150 int. 165 corner
b. Cul-de-sac or odd shaped lot width (in feet)	30	30	30	-----	-----
c. Flag lots	20	20	20	-----	-----
4. Lot Depth (in feet)	150	150	100	100 int. 150 corner	165 int. 135 corner
5. Front yard setback	40	30	20	20	20
6. Side yard setback – each side (in feet)	20	15	5	15	10
7. Side yard setback – street side (in feet)	20	15	10	20	20
8. Rear yard setback (in feet)	50	40	10	20	10
9. Lot coverage, maximum	35%	35%	50%	50%	60%
10. Building and structure height (in feet)	35 feet or 2 stories, whichever is less				

Density: Nominal density allowances in the RC and RA zones may be undermined by required front, side, and rear yard setbacks that substantially reduce the usable building footprint on infill parcels. On constrained infill parcels with limited lot depth, which appear common in older areas of Imperial, these setbacks limit building width and depth, making it difficult for multifamily projects to physically accommodate the number of units permitted by the stated du/ac density, resulting in effective densities that fall well below what zoning technically allows.

Building Height: Imperial's two-story height limits in multifamily zones restrict the ability to accommodate density through vertical construction, particularly on flat sites that are already served by infrastructure. When combined with setback requirements, height limits force projects to expand horizontally rather than stack units efficiently, which reduces achievable density and often prevents multifamily developments from reaching minimum unit thresholds necessary to support construction and financing.

Setbacks: When applied uniformly to multifamily development in the RC and RA zones, Imperial's front, side, and rear setback requirements significantly contract the buildable envelope of infill sites, regardless of zoning designation. Combined with parking layouts and stormwater detention needs, these setbacks fragment site design, constrain building footprints, and limit efficient unit configuration, making it difficult to deliver feasible multifamily projects even where higher density is otherwise permitted.

Affordable Housing Incentives and Constraints

The City has adopted a range of zoning-based incentives to support affordable and mixed-income housing, including density bonuses, fee reductions or deferrals, expedited permit processing, flexible development standards, and by-right allowances for supportive and transitional housing. While these incentives demonstrate a clear policy commitment to housing production, their effectiveness is often limited by baseline zoning metrics, such as density caps, height limits, parking requirements, setbacks, and infrastructure obligations, that reduce achievable unit yield and site efficiency. As a result, incentive programs frequently offset underlying constraints rather than meaningfully expand development capacity, increasing reliance on concessions or discretionary relief. The following section summarizes existing affordable housing incentives alongside the zoning and development standards that influence their performance, providing context for evaluating opportunities to better align base zoning with the City's housing objectives.

Incentives: The City has adopted a range of zoning-based incentives to support affordable and mixed-income housing, including density bonuses, fee reductions or deferrals, expedited permit processing, flexible development standards, and by-right allowances for supportive and transitional housing. While these incentives demonstrate a clear policy commitment to housing production, their effectiveness is often limited by baseline zoning metrics, such as density caps, height limits, parking requirements, setbacks, and infrastructure obligations, that reduce achievable unit yield and site efficiency. As a result, incentive programs frequently offset underlying constraints rather than meaningfully expand development capacity, increasing reliance on concessions or discretionary relief. The following section summarizes existing affordable housing incentives alongside the zoning and

development standards that influence their performance, providing context for evaluating opportunities to better align base zoning with the City's housing objectives.

Incentive	Detailed Description	How It Supports Affordable Housing
Density Bonus Program	Allows developers to exceed maximum zoning densities when including affordable units. Provides up to four concessions (e.g., reduced parking, increased height, modified open space).	Enables more units per project, lowers per-unit land cost, and increases feasibility for affordable housing developments.
Land Write-downs & Financial Subsidies	City uses CDBG/HOME funds to reduce the cost of land, support site acquisition, or subsidize infrastructure improvements. May also support relocation, demolition, or clearing of sites.	Reduces upfront cost barriers for affordable housing developers and makes lower-income projects more financially viable.
Lot Consolidation Incentives	Encourages combining small parcels into larger development sites through incentives such as reduced fees, higher density allowances, reduced parking, increased height, or flexible setbacks.	Makes multifamily feasible on small infill parcels and increases production capacity for affordable units.
Fee Reductions / Fee Deferrals	City evaluates opportunities to reduce, waive, or defer development impact fees for affordable projects. ADU Fee Waiver Program eliminates certain fees for income-restricted ADUs.	Lowers total development costs and directly incentivizes small-scale low-income rental production.
Expedited Permit Processing	Affordable and multifamily housing receive priority processing. City aims to complete project permitting within ~180 days per SB 330. Includes faster site plan review and coordination.	Reduces holding and financing costs for developers; shortens overall project timelines, increasing project feasibility.
Flexible Development Standards	Offers flexibility in height, setbacks, lot coverage, and parking requirements—particularly for multifamily zones (RC, RA). Supports sliding-scale parking standards tied to unit type.	Allows higher-density, lower-cost building types and removes regulatory barriers that limit affordable housing design.
Supportive & Transitional Housing Incentives	In compliance with AB 2162, supportive housing is permitted by right in zones allowing multifamily/mixed-use. Parking reductions apply for sites within ½ mile of transit.	Removes discretionary barriers, enabling faster production of supportive and transitional housing for vulnerable residents.

Accessory Dwelling Unit (ADU) Incentives	Updated ordinance allows ADUs/JADUs by-right with 60-day review, no replacement parking in transit-adjacent areas, fee waivers for units under 750 sq. ft., and elimination of owner-occupancy requirements.	Produces naturally affordable units and increases gentle-density infill across established neighborhoods.
Developer Assistance & Technical Support	City provides pre-application meetings, site identification, letters of support, guidance on state/federal funding (HOME, CDBG, USDA, LIHTC), and coordination with special-needs housing developers.	Helps developers secure funding, lowers administrative burden, and encourages more affordable housing proposals.

Constraints: The City of Imperial's zoning code and development standards present several constraints that limit the feasibility and production of affordable and multifamily housing. Governmental barriers, including low density ceilings, height caps, parking requirements, Conditional Use Permit triggers, CEQA costs, and development fees, interact with non-governmental factors such as rising construction costs, variable land prices, and limited developer interest. Infrastructure and environmental requirements, like mandatory stormwater retention and costly utility extensions, further reduce developable land and increase upfront costs. The following table summarizes these principal constraints and their impacts on housing production, timelines, and affordability in Imperial.

Constraint Category	Specific Constraints	Impact on Housing Production
Governmental	• Low density limits (max 30 du/ac for multifamily and max 6 du/ac for single family) • 2-story height caps • High parking requirements (2 covered spaces for single family and 1-2 for apartments) • CUPs for multifamily & special-needs housing • CEQA costs and time • Development fees ($\approx$ \$4–5.5k/unit)	Reduces feasibility of affordable and multifamily housing; increases project costs and timelines; limits higher-density options.
Non-Governmental	• Rising construction costs • Land prices ranging widely (\$16k–\$1.7M/acre) • Limited developer interest in small markets • Weak access to home improvement financing	Constrains production of new units; slows rehabilitation of older homes; depresses market competitiveness.

Infrastructure & Environmental	• Mandatory stormwater retention basins • Infrastructure extension costs (water, sewer, roads) • Compliance with Title 24 & RCAP • Limited infill capacity in some areas	Decreases developable land area; increases upfront costs; discourages higher-density projects; reduces affordability.
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4.2 Overlays and Special Districts

Planned Unit Development (PUD) Overlay Zone

The City's PUD overlay may be applied over an underlying base zone to allow flexibility in site planning and development standards where a unified project design is proposed. The PUD overlay allows a mix of residential housing types (single-family, townhomes, apartments, condominiums, manufactured homes) at densities of up to 30 dwelling units per acre, subject to discretionary approval and modification of development standards.

Substantial portions of the PUD overlay are not current compliant with state law because they rely on discretionary approvals, subjective judgments, or conditional findings, all of which are expressly prohibited. As PUD's are not by-right zoning districts, establishing one may likely require a rezoning application, community engagement, Planning Commission recommendation and City Council approval via public hearings, SB 35 projects cannot be required to obtain PUD zoning, and PUD procedures are preempted where the underlying zoning already permits residential use.

The PUD provisions repeatedly conditions approval on qualitative judgments including "superior design", "exceptional architectural design", "higher standards of integrated design and amenity", "varied building massing", and "quality and interconnectedness of common space". These provisions are unenforceable under current state law. Moreover, the open space provisions identify an objective requirement of 15%-20%, but it authorizes the Planning Commission or City Council to require more or less open space at its discretion or determine whether open space is adequate to achieve "superior design". Because the amount, configuration, and acceptability of open space are not fixed or measurable, these requirements are non-objective and preempted by state law.

Specific Plan (SP) Overlay

The Specific Plan Overlay Zone (SP) is designed to promote orderly growth, efficient land use, coordinated infrastructure delivery, and high-quality development outcomes that cannot be achieved through standard base zoning alone. At the core of the SP zone is an approved Development Plan and Development Plan Text, which together function as the controlling regulatory document for the area. The Development Plan defines allowable land uses; establishes densities, intensities, and development patterns; identifies infrastructure and circulation systems; and sets forth phasing schedules and implementation measures.

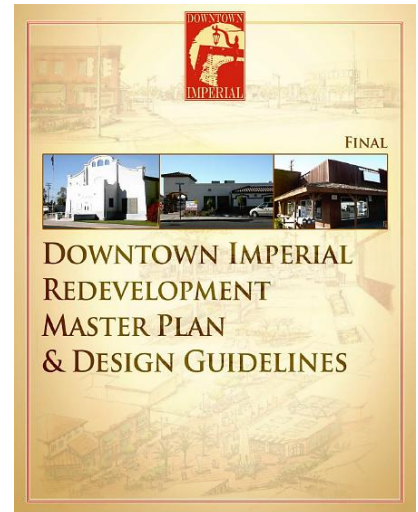
The SP as a regulatory framework, specifically for multifamily residential and mixed-use residential projects, is largely incompatible with state law due to its discretionary nature. Establishment of a SP requires a zoning map amendment, Planning Commission recommendation, and City Council approval which is prohibited for multifamily

residential and mixed-use residential projects as state law expressly prohibits jurisdictions from requiring rezoning or legislative action as a condition of approval.

4.3 Downtown Imperial Redevelopment Master Plan and Design Guidelines

The Downtown Imperial Redevelopment Master Plan (“DIRMP”) core objective is to stimulate economic revitalization while preserving Imperial’s small-town identity and historic character. Downtown Imperial is envisioned as a pedestrian-friendly, mixed-use center featuring local retail, dining, housing, civic uses, public spaces, and community events. The Plan focuses on the Downtown core between 4th–11th Streets and E–K Streets, anchored by Imperial Avenue and Barioni Boulevard.

The DIRMP was adopted in 2006, well before the enactment of SB 35 in 2017. Accordingly, it was not drafted to implement or align with state housing streamlining laws. Today, however, it functions as a local policy and design framework that must be applied in a manner consistent with state law.



Prepared as a visioning document to guide the planning and design of development within its study area, the DIRMP includes comprehensive commercial, residential, and signage design guidelines intended to promote high-quality development while allowing for architectural diversity. These guidelines emphasize traditional and regionally appropriate architectural styles; transparent storefronts, durable materials, and pedestrian-scaled signage; and compatibility with historic structures and adjacent residential neighborhoods.

Despite these objectives, many provisions rely on broad, interpretive, and non-objective language such as “encouraged,” “should,” or “compatible with surrounding character”, mas well as subjective aesthetic judgments regarding “quality,” “authenticity,” or “appropriateness.” For example, DIRMP Section 1.3 (Architecture) states: “In order to scale down facades that face incompatible uses, it may be desirable to set back portions of the upper floors of new multi-family buildings.” As written, this provision is inherently subjective and reasonably interpreted as advisory rather than mandatory, and therefore unenforceable under SB 35. Such language is not compliant with current state law and its standards cannot be applied to SB 35-eligible projects.

4.4 Building Codes

Applicability of Local Building Codes to Affordable Housing.

Affordable housing developments in the City of Imperial are subject to the same building regulations as all other residential developments, regardless of affordability level, tenure, or funding source. The City’s Building Regulations, codified in Chapter 6 of the Imperial Municipal Code, apply uniformly to all buildings and structures that are constructed, altered, or occupied within the City limits. These regulations include, but are not limited to, the following:

- California Building Code
- California Residential Code

- California Electrical, Mechanical, and Plumbing Codes
- California Energy Code
- California Green Building Standards Code (CALGreen)
- California Fire Code
- California Historical Building Code

Affordable housing projects must comply with these standards on an equal basis with market-rate housing. However, although uniform application of safety standards is required by state law, Title 24 energy efficiency and green building mandates can materially increase construction costs, particularly for multifamily and lower-cost housing developments. And currently, the City does not currently provide local offsets, such as alternative compliance pathways, local flexibility programs, or technical assistance, to help affordable housing projects manage the cost impacts of these requirements.

Mandatory CALGreen standards require water efficiency measures, energy-efficient systems, material recycling, and construction waste diversion. While these standards advance sustainability goals, they can increase upfront construction costs and require specialized materials or consultants.

Compliance with the California Fire Code, including requirements related to fire-resistant construction materials, fire sprinkler systems, fire access and apparatus clearance, and fire separation distances may influence building design, density, and site layout. While these standards are required by state law, their interaction with local site conditions and zoning constraints may compound development challenges for affordable housing.

Building permit fees are calculated based on construction valuation, including labor, materials, overhead, and profit. Because affordable housing projects often consist of larger multifamily buildings with higher total valuations, associated permit and plan-check fees may be substantial. To partially mitigate these costs, the City of Imperial permits fee deferrals on a limited, temporary, and discretionary basis, subject to approval by the City Manager.

Affordable housing projects are subject to standard plan review, inspection, and approval procedures administered by the Building and Safety Division. The City does not currently provide priority or expedited plan review for affordable housing, dedicated staff review tracks, or guaranteed review timelines specific to affordable housing projects. Extended plan-check cycles, correction rounds, or re-inspections can delay construction schedules and increase carrying costs, which may disproportionately affect affordable housing projects.

Parking and Design Requirements

The City requires off-street parking for all residential development in accordance with Zoning Ordinance Sections 24.03 (Residential Zones) and 24.13 (Off-Street Parking). For single-family residential development (RR, RL, and R-1 Zones), a minimum of two (2) off-street parking spaces per dwelling unit is required. These spaces must be covered, typically within a garage or carport.



For multi-family residential development in the RC (Residential Condominium) and RA (Residential Apartment) Zones, parking requirements are based on unit size:

- Studio or one-bedroom units: 1.0 covered parking space per unit
- Two-bedroom units: 1.5 parking spaces per unit, with at least one space covered
- Three-bedroom units: 2.0 parking spaces per unit, with at least one space covered

Carports may be approved to satisfy covered parking requirements in the RC and RA Zones, subject to Planning Commission approval.

Residential parking requirements in the City of Imperial are expressed as numerical, dimensional, and quantifiable standards that are compliant with provisions of SB 35 as they are objective and ministerial.

Current parking requirements consume valuable land area, increase construction costs, and often limit achievable density more than other zoning standards. These impacts are especially pronounced for affordable and workforce housing, where parking demand is typically lower.

5. Review of State and Federal Regulatory Framework

5.1 California State Housing Requirements

Housing Element Law Consistency and Compliance.

Overall, the City's 2021–2029 6th Cycle Housing Element Update, adopted in February 2022, generally complies with the statutory content and procedural requirements set forth in Government Code Sections 65580 through 65589.11, which govern the preparation, adoption, and review of housing elements statewide. The Housing Element addresses the required components, including an assessment of housing needs, an inventory of sites adequate to accommodate the City's Regional Housing Needs Allocation (RHNA), an analysis of governmental and non-governmental constraints, and a program of policies and actions intended to facilitate the development, rehabilitation, and preservation of housing for all income levels during the planning period.

For the 2021–2029 Housing Element Update, the Southern California Association of Governments (SCAG) assigned Imperial a Regional Housing Needs Allocation (RHNA) of 1,601 housing units, distributed across the following income categories:

Extremely Low	352
Very Low	352
Low	346
Moderate	294
Above Moderate	257

The 1,601-unit RHNA assigned for the 2021–2029 planning period represents an increase of 292 units compared to the City's 5th Cycle Housing Element (2014–2021), which had a RHNA of 1,309 units. According to June 2021 Housing Element data, the City approved approximately 90 percent of its 5th Cycle RHNA allocation during that planning period.

A review of the policies and programs set forth in the City's 2021–2029 Housing Element Update indicates that the City is currently not in full compliance with state housing law in several areas. These areas of non-compliance relate to the implementation, updating, or effectiveness of specific policies and programs, including the following:

1. ADU procedures and processing
2. By-right supportive and transitional housing
3. Density bonus codification
4. Reasonable accommodation procedures
5. Removal of discretionary approvals at max density
6. Parking reform near transit stations

SB 35 / SB 423 (Ministerial Approval)

Both charter and non-charter cities, including Imperial, are subject to SB 35, which requires qualifying housing projects to be approved ministerially (by-right), without conditional use permits, discretionary approvals, or public hearings, and reviewed only against objective planning standards. Cities must follow streamlined review timelines and a clear eligibility determination process. SB 35 also limits parking requirements, generally to no more than one space per unit (and sometimes zero, depending on transit or site conditions), overriding stricter local standards. SB 423, effective January 2024, extends and expands SB 35, continuing ministerial approval (generally without CEQA review) for eligible projects with required affordable units and extends the program through January 1, 2036.

Current Code Compliance: A review of the City's existing Zoning Code indicates that, despite being relatively outdated, it contains many standards that are already written in an objective manner. For example, dimensional standards for residential zones, such as lot area, width, depth, setbacks, lot coverage, and height, are largely numeric and therefore objectively verifiable. Likewise, the Zoning Code's Use Tables (including the Permitted and Conditional Uses tables) clearly identify which uses are permitted ("P"), conditionally allowed ("C"), or prohibited ("X"), providing useful clarity when assessing baseline zoning consistency. However, in some instances, the use of conditional designations within these tables may conflict with the ministerial approval requirements of SB 35.

Areas of Non-compliance:

- Section 24.01.130 - Repeal of Conflicting Ordinances. SB 35, as state law, preempts inconsistent local ordinances. While Section 24.01.130 addresses conflicts among City ordinances, its *"this governs"* language may contribute to misapplication where a local standard conflicts with SB 35's ministerial and objective approval requirements.
- Section 24.01.150 - Clarification of Ambiguity. SB 35 requires eligible projects to be processed ministerially and not be subject to discretionary approvals. Section 24.01.150 directs that ambiguities be resolved through Planning Commission recommendation and City Council approval. If an SB 35-eligible application is deemed "ambiguous," this process could function as a discretionary chokepoint inconsistent with ministerial review.
- Section 24.01.170(B) - Actions Deemed a Nuisance. While not explicitly imposing a discretionary permit requirement, this provision could be applied to treat residential uses as unlawful absent discretionary entitlement approvals (such as CUPs for ADUs or boarding housing in the RC and RA zones), creating potential conflict with ministerial approval requirements.

SB 330 / AB 130 (Housing Crisis Act, Permit Streamlining Act)

Enacted in January 2020, SB 330 was adopted to stabilize residential development standards during the ongoing housing shortage by generally freezing zoning and development regulations at the time a preliminary or complete application is submitted and prohibiting more restrictive requirements thereafter. The statute also limits housing projects to no more than five discretionary hearings, restricts post-submittal fees or exactions, and streamlines approvals. City records show that between 2024 and 2025, CUP development applications required an average of

approximately 1.5 Planning Commission hearings to reach a recommendation or approval. Enacted in June 2025, AB 130 further strengthens these protections by expanding SB 330 and requiring approval of housing projects that comply with applicable objective standards, allowing denial or density reduction only upon specific written findings supported by evidence.

- An assessment of Imperial's Zoning Code indicates that, in its current form, the code is generally consistent with the requirements of SB 330 and AB 130. The City's development controls rely largely on numerical, measurable, and objectively defined standards that are published and applied uniformly. This structure aligns with SB 330's requirement that applicable standards be fixed at the time of application submittal and with AB 130's mandate that housing projects complying with objective standards be approved
- Several procedural provisions in Imperial's Zoning Code already establish clear decision-making timelines, including a 15-day determination period for Site Plan Review and a requirement that action on a Conditional Use Permit occur within 30 days of the close of the public hearing. These deadlines help prevent the open-ended delays the Legislature sought to curb through SB 330. In addition, the City's allowance for concurrent hearings on Conditional Use Permits and Zone Changes supports SB 330's objective of minimizing redundant and sequential review processes.
- Areas where the current zoning code may challenge the intent of SB 330 and AB 130 include entitlement processes, such as Conditional Use Permits and Site Plan Review, that allow project denial or modification based on subjective criteria, including *"compatibility," "harmony,"* or *"neighborhood character."*

SB 9 (Urban Lot Splits and Duplexes)

Senate Bill SB 9, effective January 2022, requires ministerial approval for either the development of up to two primary dwelling units on a single-family lot, the subdivision of a single-family parcel into two lots, or both, potentially enabling up to four dwelling units on land previously limited to one home. The law restricts local review to objective zoning, subdivision, and design standards and prohibits discretionary approvals or public hearings. Unlike SB 35, which streamlines approval of larger multifamily or mixed-use projects in jurisdictions that are not meeting housing production targets, SB 9 is intended to facilitate small-scale, by-right infill development within existing single-family neighborhoods.

- While the City's zoning and subdivision codes include multiple discretionary mechanisms, SB 9-eligible projects must be processed ministerially, without discretionary approvals or public hearings, and reviewed solely against objective zoning, subdivision, and design standards. Subjective criteria (neighborhood compatibility, harmony, or character) may not be used to deny or condition an SB 9 project. SB 9 also affects the City's subdivision procedures in Chapter 20 of the Imperial Municipal Code, which currently require tentative maps, discretionary findings, and Planning Commission and City Council action; qualifying "urban lot splits" must instead be processed ministerially.

Accessory Dwelling Unit (ADU)

California's current ADU statutes (Gov. Code §65852.2) regulating ADU development mandate that:

1. ADUs and Junior Accessory Dwelling Units (JADUs) must be approved administratively; cities may not require discretionary permits or hearings.
2. Local agencies are prohibited from imposing owner-occupancy requirements on any ADU, regardless of permit date.
3. Cities may apply only objective development standards; subjective findings are prohibited.
4. ADUs are deemed consistent with zoning and general plans and do not count toward density limits.
5. Cities must allow at least 800-square foot ADUs regardless of FAR/lot coverage, and may allow up to 1,200 square feet.
6. Parking is capped at one space per unit or bedroom and is waived entirely in many circumstances.
7. ADUs may be rented for 30 or more days at a time; separate sale may be restricted.

Imperial's Zoning Code currently regulates accessory dwelling units under the antiquated classification of a "Second Single-Family Dwelling with Kitchen." As written, such units are permitted only through approval of a Conditional Use Permit in all residential zones (RR, RL, R-1, RC, and RA), require owner-occupancy for the duration, and limit detached units to a maximum size of 640 square feet. These provisions are inconsistent with, and preempted by, current California ADU law. Accordingly, the City's zoning regulations governing ADUs are non-compliant with state ADU legislation and unenforceable to the extent they impose discretionary approval, owner-occupancy requirements, or sub-state minimum size limitations. According to City Housing Element data, only six (6) building permits were issued for ADUs between 2013 and 2020.

CEQA Streamlining and Exemptions Relevant to Housing

Recent changes to California law significantly limit the application of CEQA to qualifying housing projects and directly affect how residential development may be processed in Imperial.

- Small-scale residential projects (ADUs, SB 9 two-unit developments and urban lot splits) are approved ministerially and are not subject to CEQA. This substantially reduces approval timelines and litigation risk for incremental residential development within existing neighborhoods.
- Larger multifamily housing projects in Imperial may also qualify for statutory or categorical CEQA exemptions. Projects located on urban infill sites that are consistent with the General Plan and zoning regulations may be exempt under the Class 32 Infill Development Exemption, provided they do not result in significant impacts related to traffic, noise, air quality, or public services
- SB 35 provides CEQA streamlining for qualifying multifamily housing projects in jurisdictions that are not meeting their RHNA.
- AB 130 created a new statutory CEQA exemption for qualifying urban infill housing development projects.

5.2 Federal Regulations and Guidance

The Federal Department of Housing and Urban Development (HUD) guidelines shape who can be served (income targeting), what rents can be charged (affordable rent setting), and how projects must be documented and delivered (federal compliance and reporting).

- The Federal government's affordable housing framework via the U.S. Department of Housing and Urban Development (HUD) primarily affects Imperial housing development through (1) eligibility rules tied to HUD income limits, (2) rent restrictions and affordability periods, and (3) compliance requirements attached to federal funding sources.
- For local jurisdictions like Imperial, the most relevant HUD-connected capital sources are typically the HOME Investment Partnerships Program (HOME) and the Community Development Block Grant (CDBG) program which can be especially impactful when paired with other sources (e.g., using CDBG for infrastructure/utility upgrades or rehab programs that improve feasibility for infill housing and preservation projects).
- HUD's rental assistance tools, especially Project-Based Vouchers (PBVs) and Project-Based Rental Assistance (PBRA), can be decisive for making affordable developments financially viable where achievable rents are low relative to construction costs.

6. Regulatory Alignment and Gaps Analysis

The City of Imperial's regulatory framework reflects intent and progress toward compliance with California housing mandates, but full alignment has not yet been achieved. Alignment is considered partial because, while certain state-required housing provisions are incorporated into local policy and practice, other elements of the Zoning Ordinance and development review process continue to rely on outdated standards or discretionary mechanisms that are inconsistent with current state law.

First, the City has made meaningful progress in areas such as Accessory Dwelling Units (ADUs) and density bonus implementation. ADUs are permitted in residential zones, and higher-density zoning districts (RC and RA) support multifamily development and the application of Density Bonus Law. These provisions indicate baseline compliance with state requirements and demonstrate the City's willingness to facilitate housing production through zoning allowances and incentives.

However, partial alignment is evident because many of these state-mandated allowances are implemented within a broader zoning framework that still constrains feasibility. Density ceilings in residential zones—particularly the 30 du/ac maximum in the RA zone and 20 du/ac in the RC zone—may be insufficient to support lower-income housing at the densities assumed in the Housing Element. Height limits, parking requirements, and site development standards further limit the ability of projects to fully utilize density bonus incentives, resulting in functional constraints even where compliance exists on paper.

Additionally, ministerial approval pathways required under state law are not consistently reflected across the Zoning Ordinance. While some housing types are permitted by right, others, particularly certain multifamily or special-needs housing developments, may still be subject to discretionary approvals such as Conditional Use Permits or site plan review. These discretionary processes introduce uncertainty and delay that conflict with state mandates favoring objective, ministerial review for qualifying housing projects.

The adopted 2021–2029 Housing Element Update acknowledges these gaps by identifying the need for future zoning amendments, procedural updates, and streamlining actions to ensure consistency with evolving state housing law. The existence of these planned actions confirms that the City recognizes areas where local regulations lag behind state requirements, reinforcing the conclusion that alignment is ongoing rather than complete.

In summary, Imperial's regulatory framework reflects partial alignment because:

- The City permits key housing types and incentives required by state law, but
- Development standards and approval processes still limit feasibility and predictability, and
- Additional zoning and procedural updates are necessary to fully implement ministerial approval, objective standards, and housing capacity assumptions required under state mandates.
- Areas of misalignment or regulatory conflict
- Implications for affordable housing delivery

7. Identification of Barriers and Development Delays

Based on city document research and stakeholder input, this section details the principal procedural and operational findings that explain recurring development delays within the City’s permitting and review processes.

Permitting delays are driven primarily by unclear upfront guidance and fragmented review workflows, not regulatory standards, resulting in incomplete submittals, repeated corrections, manual coordination (especially with Fire), and longer, less predictable approval timelines that increase staff workload and project costs.

The following table summarizes common regulatory and procedural barriers, associated permitting inefficiencies, and their cumulative impacts on timelines and costs, as described by current city staff members and the Imperial County Fire Department (ICFD).

Common Regulatory & Procedural Barriers	Permitting & Approval Process Inefficiencies	Cumulative Impacts on Project Timelines & Costs
Regulations are not viewed as the main barrier; delays are driven more by <i>process clarity and submittal quality</i> than by the underlying code requirements	Fragmented review workflow: applications are entered into the City system and routed internally, but some reviews require additional manual coordination.	Incomplete submittals extend timelines across all departments, triggering iterative correction cycles and resubmittals.
Applicants often don’t understand what permit is needed or what triggers additional permits/reviews (e.g., engineering, grading/fire)	County Fire reviews occur outside the City’s permitting platform (email/PDF), creating an external, non-integrated workflow.	Email-based, non-integrated fire review can become the critical path, lengthening overall permit issuance time.
Lack of standardized, public-facing checklists for common project types (e.g., patios, room additions, ADUs; grading, encroachment, civil improvements; fire plan requirements)	Heavy reliance on email contributes to tracking problems and version-control issues for plans and comments.	Manual tracking and redundant communication add “hidden” duration (waiting for confirmations, re-sending plans, reconciling versions, ensuring conditions are communicated).
Incomplete/insufficient site plans are common, including missing dimensions, scale, and essential details, often tied to limited applicant capability or understanding.	System functionality gaps (e.g., comments not consistently bundled/attached and conditions not reliably carried forward), requiring manual follow-up.	Greater uncertainty and reduced predictability for applicants and staff—stakeholders emphasized predictability as a priority over speed.
Hand-drawn plans are accepted, which can increase clarification needs and correction cycles when basic elements are missing (foundation, framing, MEP, site plan details)	Redundant internal steps (e.g., reviewers separately notifying counter staff after completing reviews) increase handoffs and delay risk.	Increased staff workload and opportunity cost, as time is diverted from substantive review to troubleshooting, applicant coaching, and repeated follow-ups.
Applicants face practical “how-to” barriers (how to prepare a site plan, where to get required documents, which professional to contact, who in the City to talk to).	Prioritization pressures: engineering review timing varies due to emergency utility work and urgent safety-driven projects, affecting predictable throughput.	Higher applicant carrying costs and soft costs associated with prolonged approvals (extended project schedules driven by corrections and review delays).
Access and usability constraints for electronic submittals, especially for older residents or applicants without	High staff time spent on applicant assistance (particularly for homeowners/non-professional	

reliable email access, create procedural friction.	applicants), making intake functional but staff-intensive	
	Fire review is frequently the longest due to both incomplete submittals and the Fire Department's regional workload across jurisdictions.	

The following table synthesizes regulatory and procedural issues identified by representatives from the Imperial Valley Housing Authority (IVHA) outlining related process inefficiencies and their potential cumulative effects on housing project timelines, coordination, and financial feasibility.

Upstream Coordination & Policy Constraints	Process Gaps & Coordination Challenges	Implications for Project Feasibility, Timing & Predictability
Overall, IVHA participants did not identify City entitlement or permit review timelines as a primary constraint on recent Imperial	The primary gap identified was not review speed, but the absence of a simplified, public-facing roadmap explaining how projects move from concept to occupancy.	Streamlined guidance and clearer process documentation represent the greatest opportunity to reduce avoidable delays for IVHA-supported projects.
IVHA typically engages in projects as a funding or subsidy partner rather than a development lead, limiting	Limited direct interaction with City review processes means IVHA insights are often relayed indirectly through sponsors or developers rather than through a consistent coordination channel.	Reduced opportunity to identify process improvements early or transfer lessons learned consistently across projects, particularly when sponsors vary.
Affordable housing projects supported by IVHA are often subject to layered funding requirements	Misalignment between multiple funding program requirements can create administrative complexity and timing challenges that extend beyond City review processes.	Schedule risk is concentrated around funding coordination and close-out, which can delay occupancy or project activation even after construction completion.
Stakeholders emphasized the need for clear, front-loaded guidance on approval sequencing	Without a documented, step-by-step process map, sponsors may encounter late-stage requirements or misjudge prerequisite approvals.	Increased risk of rework, soft-cost escalation, and schedule extensions; predictability was consistently identified as more valuable than faster review.
IVHA stakeholders noted uncertainty around the availability and use of minor administrative relief tools (e.g., small deviations	Lack of clarity regarding when administrative relief may be available versus when a formal variance is required can lead to incorrect or conservative application strategies.	Minor design constraints may escalate into avoidable delays or discretionary review pathways, affecting feasibility without materially improving outcomes.
Pre-application and recurring coordination meetings were viewed as generally beneficial,	Where used, recurring coordination improves alignment among agencies and partners; where absent, coordination tends to be ad hoc and reactive.	Structured early coordination reduces downstream surprises and helps stabilize schedules across planning, construction, and lease-up phases.
Fee timing and payment deferral of certain City fees	When fee timing policies are unclear or addressed late, sponsors may face uncertainty in cash-flow planning and financing assumptions.	Greater clarity around fee timing can improve financial feasibility and competitiveness of affordable projects without reducing City oversight or revenue certainty.

The following table synthesizes regulatory and procedural issues identified by private developers including Pacific West Development, highlighting process inefficiencies and their cumulative effects on project timelines, coordination, and development feasibility.

Developer-Identified Process and Coordination Challenges	Permitting and Approval Workflow Limitations	Cumulative Effects on Project Schedules and Cost
For new projects, early entitlement and planning processes are perceived as slow moving, with limited follow-up or urgency.	Review pathways for entitlements and early approvals lack momentum and consistent status updates, resulting in avoidable idle time between steps.	Longer pre-construction durations increase carrying costs and create scheduling uncertainty that affects financing and delivery.
Limited clarity on entitlement steps and what the realistic timeline will be.	Inadequate upfront guidance and weak expectation-setting contribute to misaligned schedules and repeated follow-ups by applicants to understand where items sit.	Reduced predictability undermines planning for consultants, contractors, and capital partners; timeline risk increases
Plan check durations regularly exceed what is communicated or anticipated.	Plan checks extend beyond stated timeframes with limited proactive communication; review cycles become longer and harder to manage.	Delays add direct soft costs (extended consultant time) and indirect costs (construction escalation and financing impacts)
Difficulty obtaining timely responses from City staff via email/phone/text.	Communication latency becomes a functional bottleneck—questions, clarifications, and next-step confirmations sit unresolved for extended periods.	Projects stall and decision-making slows, increasing developer time and cost exposure; respondent noted “tons of money” lost due to delays.
Projects tend to stall at entitlements, plan check, and Planning Commission/City Council approvals, especially when schedules shift.	Approval sequencing feels drawn out and subject to shifting timing; delays compound when downstream steps depend on upstream hearings/reviews.	Extended approval schedules increase holding costs and complicate financing coordination and construction start timing.
Desire for more realistic timing expectations, not optimistic targets that aren’t met.	Lack of credible schedule commitments creates repeated status requests and re-planning across teams.	Predictability improvements would reduce risk; developer prioritizes knowing actual durations over nominal speed.
Housing projects face heightened exposure to long or uncertain approvals.	When approvals stretch, housing underwriting and coordination with lenders/investors becomes more difficult due to changing timelines and assumptions.	Increased holding/financing costs and elevated project risk; delays can materially affect feasibility.
Third-party plan checking performance is viewed as a lever for improvement of timeframes and accuracy.	Weak accountability for consultant plan check turnaround and comment quality can increase cycles and rework.	Longer correction cycles increase soft costs and delay permit issuance; uncertainty ripples into construction scheduling.
Need for clearer points of contact and improved developer–City coordination.	Without defined communication norms and escalation paths, issues linger and become schedule drivers.	Stronger coordination reduces avoidable stalls and helps stabilize project delivery timelines.



City of Imperial - Community Development Permit Streamlining

PERMIT STREAMLINING AND OPERATIONAL RECOMMENDATIONS REPORT

1. Purpose of Recommendations

This section offers practical, implementation-level guidance to help the City of Imperial streamline zoning, permitting, entitlement, and review procedures in accordance with current California housing law. The recommendations are designed not only to reduce barriers to affordable housing production, but also to enhance efficiency across related areas such as entitlement processes, user guides, general plan and housing element updates, and website improvements. Each recommendation is actionable for City staff and intended for use in ordinance revisions, administrative procedures, and staff guidance, with the overarching goal of making processes easier for both the public and staff and supporting the City's efforts to accelerate and simplify all steps involved in housing and development review.

Each recommendation is structured to answer four questions:

1. What is the City doing today?
2. What does state law or guidance require instead?
3. What exactly must change in the Municipal Code or procedures?
4. How should staff implement and administer the change?

2. Streamlining and State Law Framework

California housing law requires cities to remove discretionary barriers, rely on objective standards, and process qualifying housing projects ministerially. Where local requirements conflict with state law, state law preempts the local requirement.

At a minimum, City processes should ensure that qualifying projects are:

- Reviewed and approved without conditional use permits, rezones, or public hearings when state law requires ministerial processing.
- Evaluated only against objective planning and design standards.
- Processed within the applicable statutory timelines and with clear, early eligibility determinations.
- Provided a written, objective basis for any denial or modification, consistent with state law limitations.

Table 2-1. Housing Processing Pathways (Ministerial vs. Discretionary)

Project Type	Approval Type	Key City Actions	Common Pitfalls to Avoid
ADU / JADU	Ministerial (Administrative)	• Use a dedicated checklist • Confirm objective standards • Issue decision within the statutory review window • Cannot require hearings	• Do not require CUPs, owner-occupancy, or subjective findings
SB 9 Duplex / Urban Lot Split	Ministerial (Administrative)	• Confirm eligibility using an objective checklist • Apply only objective standards • Process subdivision ministerially for qualifying splits	• Do not apply tentative map/hearing requirements to qualifying splits • Avoid subjective “character” findings
SB 35 / SB 423 Eligible Multifamily	Ministerial (Streamlined)	• Make early eligibility determination • Limit review to objective standards • Follow statutory timelines • Avoid discretionary design review	• Do not require CUPs, rezones, overlays, or hearings • Do not apply subjective design language
Standard Multifamily (Not State-Streamlined)	Local Process (As Allowed)	• Use objective standards where possible • Minimize hearings • Consolidate review steps • Provide clear submittal guidance	• Avoid redundant review cycles driven by unclear checklists and fragmented comments.

3. Recommendations for Updating City Policy Documents: 1992 General Plan, 2021-2029 Housing Element, and Downtown Imperial Redevelopment Master Plan & Design Guidelines

Local policy documents must reinforce, rather than undermine, the City’s zoning and permitting framework. It is our professional opinion that the 1992 General Plan, the 2021-2029 Housing Element, and Downtown Imperial Redevelopment Master Plan & Design Guidelines should be updated to remove subjective policies that conflict with State housing law and to clearly support ministerial approval pathways, especially for infill and affordable residential development, where required.

3.1 General Plan (Land Use and Housing Elements)

Current Condition: The City of Imperial’s General Plan includes policies such as *“Preserve community character through design review”* and *“Promote neighborhood compatibility for new housing developments.”* While these policies aim to maintain local standards, they can introduce subjective criteria that may conflict with State requirements for ministerial approval and streamlining of residential development applications. For example, the Land Use Element requires new multifamily projects to *“blend with existing architectural styles,”* which is interpreted and determined via a discretionary review.

What State Law Requires / Allows: State law, specifically Government Code §§ 65583, 65583.2, 65589.5, and 65913.4, require that housing projects qualifying for streamlining (such as under Senate Bill SB 35 and SB 423) must be reviewed ministerially, using only objective standards. Subjective policies or discretionary findings, like those in Imperial’s General Plan related to compatibility or architectural blending, cannot be applied to qualifying projects. Statutory preemption further requires that local plans defer to State housing law where conflicts arise (CA Gov. Code § 65589.5, subd. (j)).

What to Change: To streamline permitting and further compliance with State law, it is recommended that the City revise General Plan policies as follows:

- **Amend** the policy *“Preserve community character through design review”* to specify that, for qualifying housing projects under SB 35 and SB 423, approval shall be ministerial (Gov. Code § 65913.4) and not subject to discretionary findings.
- **Clarify** that policies such as *“Promote neighborhood compatibility”* and *“Blend with existing architectural styles”* do not apply to streamlining-eligible housing approvals, consistent with the requirements of Gov. Code §§ 65583 and 65589.5.
- **Add** explicit language acknowledging preemption by State housing law where General Plan policies conflict with statutory requirements for streamlining (Gov. Code § 65589.5, subd. (j)).

How to Implement:

- **Prepare** targeted amendments to the General Plan’s Land Use and Housing Elements, updating language in sections such as *“Housing Goals and Policies”* and *“Neighborhood Design Standards”*

to ensure consistency with State law (Gov. Code §§ 65583 and 65913.4) and concurrent zoning code updates.

- **Include** annotations in the General Plan indicating which policies (e.g., “design review”) apply only to discretionary projects, not to projects streamlined under SB 35, SB 423, or similar statutes.
- **Provide** staff guidance by linking updated General Plan policies to specific permitting pathways, with clear examples, such as “ministerial review for SB 35-eligible multifamily” versus “discretionary review for custom single-family homes,” and reference corresponding government codes and streamlining bills.

3.2 2021-2029 Housing Element

Current Condition: The City’s adopted 2021-2029 Housing Element Update identifies housing needs, site inventory capacity, and implementation programs; however, it does not always clearly connect these commitments to day-to-day permitting and plan review practices. As a result, assumed development capacity may be constrained by discretionary processes or subjective interpretation.

What State Law Requires/Allows: Housing Elements must be internally consistent with zoning and permitting practices and rely on realistic, achievable development capacity. Jurisdictions must remove governmental constraints to housing production and implement Housing Element programs in practice. Failure to do so may jeopardize eligibility for streamlining laws such as SB 35 and SB 423 (Gov. Code §§ 65583, 65583.2, 65589.5, 65913.4).

What to Change:

- **Update** Housing Element implementation programs (including but not limited to Program 7: Zoning Ordinance) to explicitly commit the City of Imperial to ministerial review for qualifying housing projects, reliance on objective standards, and early eligibility determinations as required by SB 35, SB 423, and Gov. Code § 65913.4.
- **Clarify** that zoning and permitting practices will not impose discretionary barriers inconsistent with Housing Element assumptions, ensuring compliance with Gov. Code §§ 65583, 65589.5.
- **Align** Housing Element policies with CEQA exemptions and ministerial approvals available under State law, referencing AB 1515 and Gov. Code § 65589.5.
- **Add** explicit language acknowledging state preemption where General Plan policies conflict with statutory requirements for streamlining and housing production (Gov. Code § 65589.5, subd. (j)).

How to Implement:

- **Revise** Housing Element program language to reference specific implementing ordinances and administrative procedures, such as adopting a checklist for SB 35/SB 423 eligibility (Gov. Code § 65913.4).
- **Cross-reference** Housing Element sites with applicable ministerial approval pathways, ensuring that projects meeting objective standards are not subject to discretionary review (Gov. Code §§ 65583, 65589.5).

- **Track and report** implementation outcomes through annual Housing Element progress reporting, as required by Gov. Code § 65400.
- **Provide** staff guidance linking updated Housing Element policies to specific permitting pathways, with clear examples such as "ministerial review for SB 35-eligible multifamily" versus "discretionary review for custom single-family homes," and reference corresponding government codes and streamlining bills.

3.3 Downtown Imperial Redevelopment Master Plan & Design Guidelines

Current Condition: The Downtown Imperial Redevelopment Master Plan & Design Guidelines emphasizes placemaking, design quality, and character-based goals. Many policies rely on qualitative guidance or discretionary review, which may conflict with State housing streamlining requirements when applied to residential or mixed-use housing projects.

DOWNTOWN IMPERIAL REDEVELOPMENT MASTER PLAN



- ▣ Boxy and monotonous facades that lack human scale dimensions and have large expanses of flat wall planes should be avoided. Veneer materials should turn corners and avoid exposed edges.
- ▣ To provide visual interest and avoid an identical appearance, garage doors should incorporate architectural detailing, such as patterned garage doors or painted trim.
- ▣ In order to "scale down" facades that face incompatible uses, it may be desirable to set back portions of the upper floors of new multi-family buildings.



What State Law Requires / Allows: For housing projects subject to State streamlining statutes, cities must apply only objective standards and may not impose discretionary design review or additional approvals. Downtown revitalization policies must be administered consistently with the Housing Accountability Act and applicable streamlining laws (Gov. Code §§ 65589.5, 65913.4, 65852.21; SB 35; SB 423; AB 1515).

SAMPLE OBJECTIVE STANDARD: *For new multi-family buildings that directly face an incompatible use(s), an upper story setback (or stepback) of 5 feet from side above first floor shall be maintained.*



What to Change (Streamlining Recommendations): To align the Downtown Imperial Redevelopment Master Plan & Design Guidelines with State law and streamline housing approvals, the following specific recommendations are proposed:

- **Convert** all qualitative or discretionary design policies in the Downtown Imperial Redevelopment Master Plan & Design Guidelines into clear, measurable, and objective development standards for **multifamily residential** and **residential mixed-use** projects. This ensures compliance with SB 35, SB 423, and Gov. Code §§ 65589.5, 65913.4, which require objective standards for ministerial review.
- **Clarify** that discretionary design review, special overlays, or master plan approvals do not apply to ministerial housing projects that qualify for streamlining under SB 35, SB 423, or Gov. Code § 65913.4.
- **Reference** relevant Public Resources Code (PRC) sections regarding CEQA exemptions for qualifying infill and affordable housing projects, such as PRC § 21080(b)(1) and PRC § 21099(d), to facilitate streamlined environmental review where applicable.

How to Implement:

- **Update** the Downtown Imperial Redevelopment Master Plan & Design Guidelines concurrently with zoning code and design standards amendments to ensure all standards for housing are objective and consistent with State streamlining statutes (SB 35, SB 423, Gov. Code §§ 65589.5, 65913.4, 65852.21).
- **Create** an "Objective Downtown Standards Appendix" that can be applied at permit intake for qualifying housing projects, laying out all measurable criteria required by State law.
- **Train** staff to distinguish between discretionary design guidance (not applicable to streamlined housing) and objective standards (which must be used for qualifying projects) and provide permitting checklists referencing SB 35/SB 423 eligibility and applicable Government and Public Resources Code sections.
- **Regularly (annual) review and update** the Downtown Imperial Redevelopment Master Plan & Design Guidelines to maintain consistency with any future changes to State streamlining laws or relevant Assembly and Senate bills.

4. Detailed Zoning and Regulatory Recommendations

4.1 Residential Development Standards

Current Condition: Base zoning regulations can prevent affordable and mixed-income residential projects from achieving feasible unit counts, even when incentives such as density bonuses are achievable.

A. General Requirements

The following requirements are minimums unless otherwise stated.

	RR	RL	R-1	RC	RA
1. Density-maximum units per net acre.	0.5-1.0	2.0	6.0	12-20*	20-30*
2. Net lot area (In sq. ft.)	1 acre	20,000	6,000	7,500	7,500
3. a. Lot width (in feet)	110	100	65	150 int. 70 corner	150 int. 165 corner
b. Cul-de-sac or odd shaped lot width (in feet)	30	30	30	-----	-----
c. Flag lots	20	20	20	-----	-----
4. Lot Depth (in feet)	150	150	100	100 int. 150 corner	165 int. 135 corner
5. Front yard setback	40	30	20	20	20
6. Side yard setback – each side (in feet)	20	15	5	15	10
7. Side yard setback – street side (in feet)	20	15	10	20	20
8. Rear yard setback (in feet)	50	40	10	20	10
9. Lot coverage, maximum	35%	35%	50%	50%	60%
10. Building and structure height (In feet)	35 feet or 2 stories, whichever is less				

* In the RC and RA zones, approval of projects at the maximum density shall only be given on the basis that the project exceeds the standards of the zone and the General Plan. Any density beyond the minimum permitted beyond the zone will require Planning Commission and City Council approval.

What State Law / Policy Intent Requires: California housing law requires that local zoning standards, including density and height limits, not preclude development capacity assumed in the adopted Housing Element. Jurisdictions may not apply standards that reduce density, height, or unit yield for qualifying

housing projects in a manner that conflicts with Housing Element assumptions or State streamlining laws (Gov. Code §§ 65583.2, 65589.5, 65915).

What to Change (Ordinance Updates):

- **Increase** base density ranges in multifamily zones to better align with Housing Element capacity assumptions. Consider increasing maximum densities to approximately 35 units per acre in the RC zone and 55 units per acre in the RA zone, as current setback, parking, and height standards routinely reduce achievable densities below those assumed in the 2021–2029 Housing Element. Additionally, Section 24.03.120 of the Imperial Zoning Code requires discretionary approval for densities above the minimum, a provision that is inconsistent with State law when applied to qualifying affordable housing projects and should be modified or eliminated.
- **Allow** additional height where projects include deed-restricted affordable units and/or qualify for density bonus concessions. The current 2-story or 35-foot maximum building height limit forces projects to spread horizontally, which may conflict with setbacks and on-site infrastructure requirements. Allowing modest additional height (e.g., up to 3-stories in the RA zone, similar to the Worthington Square Apartments and Imperial Senior Village Apartments) enables vertical stacking of units on already serviced sites, increasing yield without expanding building footprint or requiring zoning incentives.
- **Convert** minimum setbacks for multifamily residential and residential mixed-use projects to maximums. Consider establishing a maximum interior side yard setback of 5 feet and a maximum rear yard setback of 10 feet, while allowing zero lot-line setbacks for qualifying multifamily residential and residential mixed-use buildings. Shifting to maximum setbacks increases buildable area and improves site layout efficiency while maintaining objective, clear, and predictable development standards.

How to Implement (Administrative Steps):

- **Train** staff on applying objective standards consistently and documenting compliance in staff notes.
- **Consider** creating a one-page “Density/Height Quick Reference” for staff and applicants describing base allowances and when bonus/height increases apply.

4.2 Remove Conditional Use Permit (CUP) Requirements for Housing Where State Law Requires Ministerial Approval

Current Condition: Housing types that are otherwise consistent with residential zoning may still be routed into discretionary approvals (e.g., CUPs or similar entitlements), which may create delays and legal risks when state law requires ministerial processing.

What State Law Requires: State law prohibits cities from requiring discretionary entitlements, including conditional use permits or similar approvals, for housing developments such as Group Residential Living homes and Supportive or Transitional housing, that may qualify for ministerial processing under State



statutes. Such projects must be approved based solely on compliance with objective standards (Gov. Code §§ 65589.5, 65913.4, 65852.21).

What to Change (Ordinance Updates):

- **Revise** zoning use tables so multifamily, supportive housing (AB 2162), and other qualifying residential uses are “Permitted by Right” in applicable zones, in compliance with State law.
- **Delete or limit** subjective CUP findings that rely on “*compatibility*,” “*harmony*,” or “*neighborhood character*” for housing projects.
- **Add** a clear rule: “Housing projects that comply with applicable objective standards shall be approved.”

How to Implement (Administrative Steps):

- **Create** a staff-facing “Ministerial vs. Discretionary” decision tree that identifies when CUPs are prohibited.
- **Update** application intake forms and checklists so applicants are routed correctly on Day one.
- **Bundle** interdepartmental comments.

4.3 Adopt a Fully Compliant Accessory Dwelling Unit (ADU)/Junior Accessory Dwelling Unit (JADU) Ordinance and Eliminate Discretionary ADU Approvals

Current Condition: ADUs (or Second Single Family Dwelling with a Kitchen, as currently identified in Section 24.03.110 of the Imperial Zoning Code) are regulated under outdated classifications that require discretionary permits, impose owner-occupancy, or set size limits that are not compliance with State law. These provisions create confusion and may suppress ADU production.

24.03.110 PERMITTED AND CONDITIONAL USES: R ZONES

The following uses shall be permitted uses where the symbol "P" appears and shall be permitted uses subject to a Conditional Use Permit where the symbol "C" appears in the column beneath each zone designation; the symbol "X" indicates prohibition:

A. Residential Uses	RR	RL	R-1	RC	RA
1. Single Family Dwellings	P	P	P	P	P
2. Duplex (2 separate family dwellings)	X	X (Ord. 736, 2/07)	X	P	P
3. Guest dwellings or accessory living quarters with no kitchen.	P	P	P	P	P
4. Second single family dwelling with kitchen on the same lot as an existing single family dwelling (See Section 24.03.130 A3)	C	C	C	C	C
5. Mobilehomes on individual lots, and permanent foundations which are certified under the National Mobilehome Const. and Safety Standards Act of 1974 and which are constructed after Oct. 1976.	P	P	P	X	X
6. Group residential, including but not limited to boarding or rooming homes, dormitories, retirement homes.	X	X	X	C	C
7. Multiple dwellings					
a. Rental	X	X	X	P	P
b. Condo Conversions	X	X	X	C	X

What State Law Requires: ADUs and JADUs must be approved ministerially, without discretionary review or hearings, and local regulations must meet or exceed State-mandated minimum allowances for unit size, setbacks, parking, and owner-occupancy restrictions (Gov. Code §§ 65852.2, 65852.22). Additionally, cities must develop a program for the preapproval of ADU plans, pursuant to Gov. Code § 65852.27.

What to Change (Ordinance Updates):

- **Repeal** outdated “Second Single Family Dwelling with a Kitchen” provisions and adopt a standalone ADU/JADU section aligned with state requirements.
- **Allow** ADU/JADU development by-right in all residential zones and in other zones where residential uses are allowed.
- **Remove** owner-occupancy requirements and discretionary permit triggers.
- **Align** ADU size and parking standards with State minimums and exemptions; codify the statutory review timeframe.

How to Implement (Administrative Steps):

- **Publish** an ADU/JADU submittal checklist with minimum plan requirements (site plan, setbacks, utility connections, and objective design standards).
- **Create** pre-approved plan templates or example site plan sheets for homeowners to reduce incomplete submittals, pursuant to State law (Gov. Code § 65852.27).
- **Consider** establishing an expedited review process, including issuance of one consolidated comment letter per review, for ADU/JADU construction documents.

4.4 Establish a Ministerial SB 9 (Duplex/Urban Lot Split) Process That Avoids Subdivision Hearings

Current Condition: Local subdivision procedures described in Chapter 20-Subdivision of the Imperial City Code may still rely on tentative maps, discretionary findings, and public hearings. For Senate Bill SB 9-eligible projects, these discretionary steps cannot be applied.

What State Law Requires: SB 9 requires ministerial approval of qualifying duplex developments and urban lot splits. Cities may apply only objective zoning and design standards and may not require discretionary subdivision maps, findings, or public hearings for qualifying projects, pursuant to State law (Gov. Code § 65852.21).

What to Change (Ordinance Updates):

- **Add** an SB 9 subsection to Chapter 20-Subdivision of the Imperial City Code specifying ministerial processing for qualifying lot splits.
- **Remove or bypass** discretionary map findings and public hearing requirements for SB 9 lot splits.
- **Adopt** objective SB 9 design standards (e.g., setbacks, height, lot coverage) that can be checked ministerially.

How to Implement (Administrative Steps):

- **Create** an SB 9 eligibility checklist for intake (objective items only).
- **Develop** a standard conditions template for SB 9 approvals to ensure consistency.
- **Coordinate** City engineering review early to confirm infrastructure and utility connections without creating new discretionary triggers.

4.5 Align Parking Standards with State Streamlining Requirements

Current Condition: Parking requirements can materially reduce feasible unit yield and increase construction cost. Where State law caps or reduces parking, local standards should not be applied in a way that conflicts with State limits.

What State Law Requires: State law limits local parking requirements for certain housing developments, including affordable housing, ADUs, and projects located near transit. Cities may not impose parking standards that exceed State limits for qualifying projects (Gov. Code §§ 65915, 65852.2; 65913.4).

What to Change (Ordinance Updates):

- **Establish** parking maximums in the RC and RA zones to better support residential and affordable housing development. Consider capping parking at 1 space/unit, allowing 0.5 space/unit for affordable or studio units, and permitting tandem parking configurations where appropriate. Parking maximums help reduce development costs, improve site efficiency, and better align parking supply with actual residential demand while maintaining clear, objective standards.
- **Add** a clear “State parking limits apply” provision for ministerial projects where applicable.
- **Create** objective, location-based parking reductions (e.g., near transit or in infill contexts) consistent with State law direction.

How to Implement (Administrative Steps):

- **Consider** adding a parking-limits screening step to the intake checklist for ADUs, SB 9, and SB 35 pathways.
- **Consider** providing City staff with a standard memo template documenting which parking rule set applies and why.

4.6 Remove Local “Conflict” and “Ambiguity” Provisions That Create Discretionary Chokepoints

Current Condition: Local code provisions under Section 24.01-General Provision of the Imperial Zoning Code addressing conflicts among ordinances or ambiguity resolution may be applied in a way that routes housing projects into discretionary decision-making.

24.01.150 CLARIFICATION OF AMBIGUITY

If ambiguity arises concerning the appropriate zone or classification of a particular use within the meaning and intent of this Title, or if ambiguity exists with respect to matters of height, yard requirements, area requirements or zone boundaries as set forth herein, it shall be the duty of the Planning Director to ascertain all pertinent facts and forward said findings and interpretations, to the Planning Commission for a recommendation and then transmit said recommendation to the Council. If said recommendation is approved by the Council, thereafter such interpretation shall govern.

What State Law Requires: Where local ordinances conflict with State housing law, State law preempts the local provision. Jurisdictions may not use ambiguity or conflict-resolution provisions to impose discretionary review or delay ministerial housing approvals (Gov. Code §§ 65589.5, 65913.4).

What to Change (Ordinance Updates):

- **Amend** conflict/ambiguity clauses under Section 24.01-General Provision of the Imperial Zoning Code to explicitly state that State housing law controls where applicable.
- **Prohibit** the use of ambiguity resolution to require Planning Commission/City Council action for ministerial housing pathways.
- **Require** staff to interpret unclear standards in a manner consistent with state streamlining requirements and objective review.

How to Implement (Administrative Steps):

- **Escalate** true/verifiable conflicts to the City Attorney for rapid interpretation without stopping statutory timelines.
- **Document** interpretations in a consistent written format to support predictability and defensibility.
- **Consider** creating an internal “Housing Law Preemption” reference sheet for planners and plan check staff.

4.7 Operationalize CEQA Streamlining and Exemptions for Housing

Current Condition: Housing projects may be processed through CEQA pathways even when exemptions or streamlining provisions could apply, increasing time and uncertainty.

What State Law Requires / Allows: Ministerial housing approvals are not subject to CEQA. In addition, qualifying infill housing developments may be eligible for statutory or categorical exemptions or

streamlined environmental review, and cities may not require environmental analysis where CEQA does not apply (Public Resources Code §§ 21080, 21159.21).

What to Change (Procedures and Guidance):

- **Create** a CEQA housing screening checklist to identify when CEQA does not apply (ministerial) versus when exemptions/streamlining may apply.
- **Consider** standardizing documentation for commonly used exemptions (e.g., infill categorical exemption) when applicable.
- **Ensure** City staff do not require CEQA documentation for pathways that are ministerial by statute.

How to Implement (Administrative Steps):

- **Coordinate** early with City Engineering/Public Works to identify and mitigate common “significant impact” triggers that could jeopardize exemption use.
- **Consider** creating standard templates for exemption findings and supporting documentation checklists.

4.8 Create an Affordable Housing Review Track (Plan Check, Fees, and Predictable Timelines)

Current Condition: Affordable housing projects can experience extended plan-check cycles, multiple correction rounds, and carrying costs. Fee deferrals may be available but are applied inconsistently.

What State Law Requires/Allows: California law requires jurisdictions to remove governmental constraints to affordable housing development and implement programs identified in the Housing Element. Delays or inconsistent application of review procedures may constitute a governmental constraint (Gov. Code §§ 65583(c), 65589.5).

What to Change (Program and Procedure Updates):

- **Establish** a defined affordable housing intake and review track with predictable review timelines and a single point of contact.
- **Codify** objective eligibility for fee deferrals/reductions where feasible (or adopt an administrative policy that standardizes decisions).

How to Implement (Administrative Steps):

- **Adopt** an ‘Affordable Housing Intake Form’ identifying funding type, affordability levels, and applicable streamlining pathway.
- **Consider** tracking affordable housing review performance (days to completeness, days per review cycle) to identify bottlenecks

5. Detailed Permitting and Process Recommendations

5.1 Publish Standardized Checklists and Minimum Submittal Standards

Current Condition: Per feedback from frontline City staffers and plan reviewers, applicants frequently submit incomplete plans for ADUs, small multifamily projects, and room additions. The City does not currently provide standardized, public-facing checklists that clearly define required permits, minimum plan contents, or when engineering or fire review is triggered. As a result, City staff spends significant time on coaching and re-reviews.

What State Law Requires/Allows: The Permit Streamlining Act requires jurisdictions to clearly identify required application materials and determine project completeness within statutory timeframes. Incomplete or unclear requirements may not be used to delay housing approvals (Gov. Code §§ 65920–65964.5).

What to Change: Publish public-facing checklists for common project types (ADUs, room additions, multifamily, grading, encroachment, fire).

- **Define** minimum site plan requirements (dimensions, scale, setbacks, utilities, drainage features) and provide examples.
- **Create** easy-to-use visually attractive guides that explain which permits are needed and what triggers engineering/fire review.

How to Implement:

- **Develop** checklists as fillable PDFs and mirror them online and at the permit counter.
- **Require** City staff to review checklists with applicants at submittal to reduce back-and-forth.
- **Establish** a minimum acceptable standard and a simple template sheet for hand-drawn plans.

5.2 Integrate County Fire Review Into the City's Workflow

Current Condition: According to representatives from the Imperial County Fire Department, fire site plan review is conducted largely outside the City's main workflow and is often coordinated via email or transmitted via flash drives. Fire Department comments are not consistently bundled with City comments, making fire review the longest and least predictable phase of permitting.



What State Law Requires/Allows: Cities must process housing permits within statutory timelines and may not delay approvals through fragmented or sequential departmental review processes. Required conditions must be imposed objectively and within mandated review periods (Gov. Code §§ 65950–65957, 65589.5).

What to Change:

- **Adopt** a fire site plan review submittal checklist and require it at intake for projects that trigger fire review.
- **Create** a single City tracking method for fire comments and conditions to avoid email-only workflows and version confusion.
- **Establish** expected turnaround targets and communicate them to applicants.

How to Implement:

- **Bundle** Fire Department comments with City comments into one consolidated correction letter per cycle.
- **Consider** assigning a dedicated staff coordinator responsible for transmitting complete packages and receiving consolidated fire comments.
- **Consider** using a standard naming convention for plan sets (date/version) to reduce resubmittal confusion.

5.3 Bundle Department Comments and Reduce Redundant Handoffs

Current Condition: Departments often issue comments independently and at different times. Applicants may receive multiple correction letters per cycle, and conditions of approval are not always carried forward consistently, increasing review cycles and staff workload.

What State Law Requires/Allows: State law requires jurisdictions to act on housing applications within specified timeframes and limits the ability to extend review through multiple, uncoordinated comment cycles. Failure to meet deadlines may result in approval by operation of law (Gov. Code §§ 65950–65957).

What to Change:

- **Remove** redundant internal notifications and ensure conditions carry forward consistently.

How to Implement:

- **Consider** adopting a shared tracking sheet for review status, outstanding items, and dates of resubmittals.
- **Consider** holding a weekly internal “permit huddle” focused on affordable housing and other time-sensitive applications.

5.4 Formalize Ministerial Eligibility Determinations (SB 35/SB 423, SB 9, ADUs)

Current Condition: Eligibility determinations for ministerial pathways are sometimes made late or informally. Some qualifying projects are incorrectly routed into discretionary review due to lack of written eligibility procedures.

What State Law Requires/Allows: Jurisdictions must make early, written determinations regarding eligibility for ministerial housing pathways, including SB 35, SB 9, and ADU approvals. Denials or reductions must be supported by substantial evidence based on objective standards (Gov. Code §§ 65589.5, 65913.4, 65852.21).

What to Change:

- **Create** written eligibility checklists and determination templates for each ministerial pathway.
- **Clearly** identify which objective standards apply at the time of application submittal
- **Require** City staff to make the determination early and document it in writing.

How to Implement:

- **Consider** developing and issuing an “Eligibility Determination Letter” template for SB 35/SB 423 projects (eligible/ineligible with objective reasons).

Table 5-1. Ordinance/Procedure Update Matrix

Topic	Current Issue	Change To	Implementation Deliverable
ADUs	Outdated classification; discretionary approvals; owner-occupancy; sub-state size limits	Standalone ADU/JADU chapter; administrative approval; objective standards; statutory timeline	ADU ordinance + ADU checklist + homeowner site plan template
SB 9	Subdivision hearings/finding-based processing	Ministerial SB 9 pathway with objective standards and checklist	SB 9 checklist + standard conditions template
CUPs for Housing	Housing routed into discretionary CUPs with subjective findings	Permitted-by-right housing where required; remove subjective findings for qualifying projects	Use table updates + ministerial decision tree
Overlays/Design Review	Subjective overlay/design findings applied to housing	Overlays optional; objective standards only; no discretionary design review for ministerial projects	Overlay chapter amendments + objective design standards summary
Fire Review Workflow	External email-based review and tracking	Integrated checklist + consolidated comments + clear tracking	Fire checklist + comment bundling protocol
CEQA Screening	CEQA work required when ministerial or exemptions apply	Standardized CEQA screening and exemption documentation	CEQA housing screening form + exemption templates

6. City of Imperial Community Development Website Recommendations

6.1 Community Development Department Webpage – Applications and Visual Guides

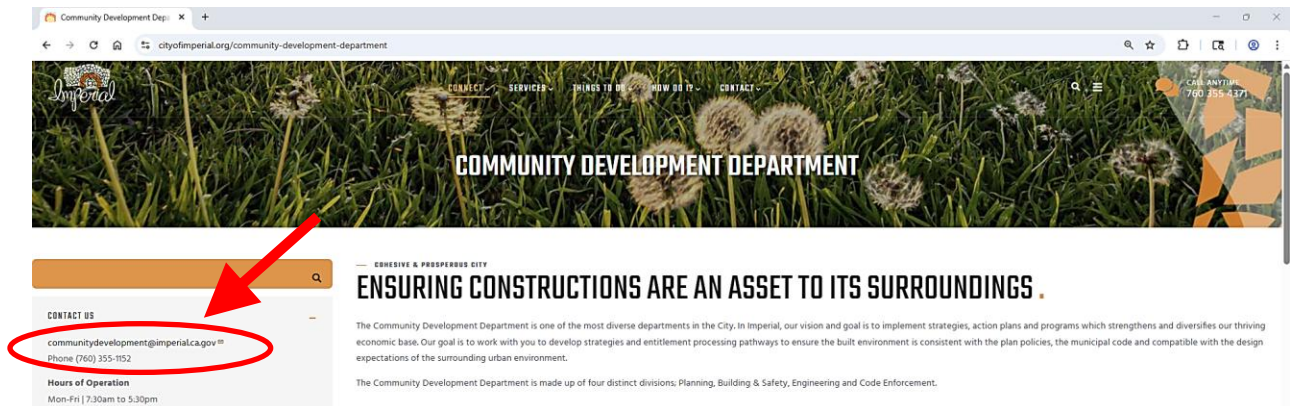
Current Condition: The applications provided on the Community Development Department's home page are currently not fillable online, and there are no visual workflow guides or application submission checklists available for public use.

What to Change:

- **Ensure** that all Planning, Building, Engineering Division applications for submittal are form fillable to increase readability and reduce review time by City Staff. Visual workflow guides prepared by GHD should be included on the main Community Development Department page as well as on each division's individual page. County Fire Department visual guides should also be posted on the main Community Development Department page and the respective pages for each division, including the Fire webpage.

6.2 Community Development Department Webpage - Staff Contacts

Current Condition: The Community Development Department home page includes a brief biography of the Community Development Director, as well as a general email address (communitydevelopment@imperial.ca.gov) provided for the entire department. However, the website does not list the names, titles, or direct contact information for other Community Development Department staff. Moreover, Feedback from stakeholder interviews indicates that the lack of direct staff contact information is perceived by members of the development community as a barrier to efficient communication and coordination with City personnel.



What to Change:

- **Add** department staff by division and provide direct contact information (e.g., phone number and email) to streamline public inquiries, ensure requests are routed to the appropriate division and staff member, and verify that all contact details are current and accurate for each listed staff member. In addition, consider creating generic email addresses for each division that includes all staff assigned to that division as well as the community development director. This approach

ensures that inquiries are distributed to all relevant personnel, reducing the risk of missed communication if a single staff member is unavailable or overlooks a message. Utilizing division-level emails will help guarantee prompt responses and maintain continuity in handling public requests.

6.3 Community Development Department Webpage – Environmental Justice Element

Current Condition: Within the side navigation menu of the Community Development home page, the "Related Pages" section includes a link to the Environmental Justice Element, which is presently under development.

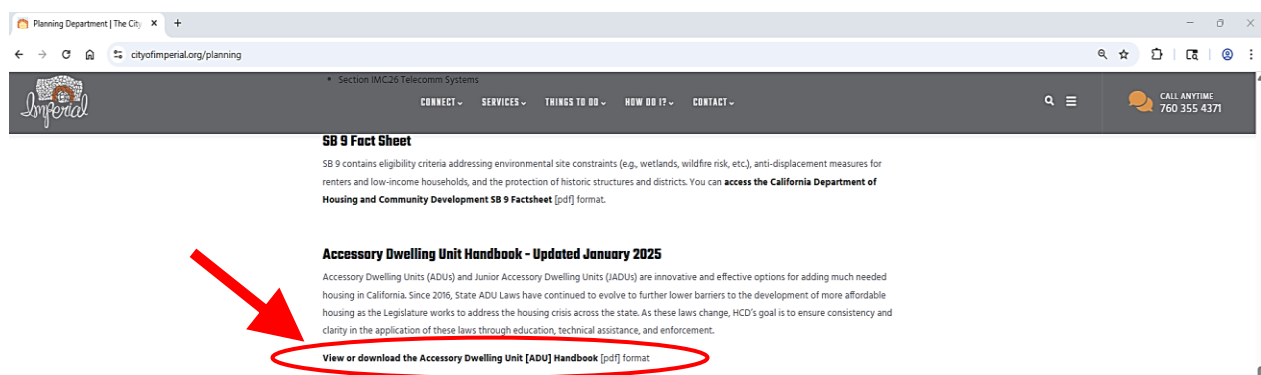
What to Change:

- **Incorporate** the final Environmental Justice Element into both the dedicated General Plan and the Planning Division webpages, when adopted.

6.4 Community Development Department Webpage – Accessory Dwelling Unit Handbook

Current Condition: The Planning Division webpage contains text and a PDF link to the 2025 ADU Handbook, which indicates it was updated in January 2025. This is used in lieu of the City having a codified, State law compliant ADU ordinance.

Although the State's ADU handbook was last updated in January 2025, an addendum was issued in December 2025 that became effective on January 1, 2026. The addendum summarized recent modifications to State ADU law. Therefore, the City's posted materials should reflect these updates: "California Department of Housing and Community Development (HCD) Accessory Dwelling Unit (ADU) Handbook (January 2025), as supplemented by HCD's January 2026 Addendum summarizing changes to State ADU Law effective January 1, 2026."



What to Change:

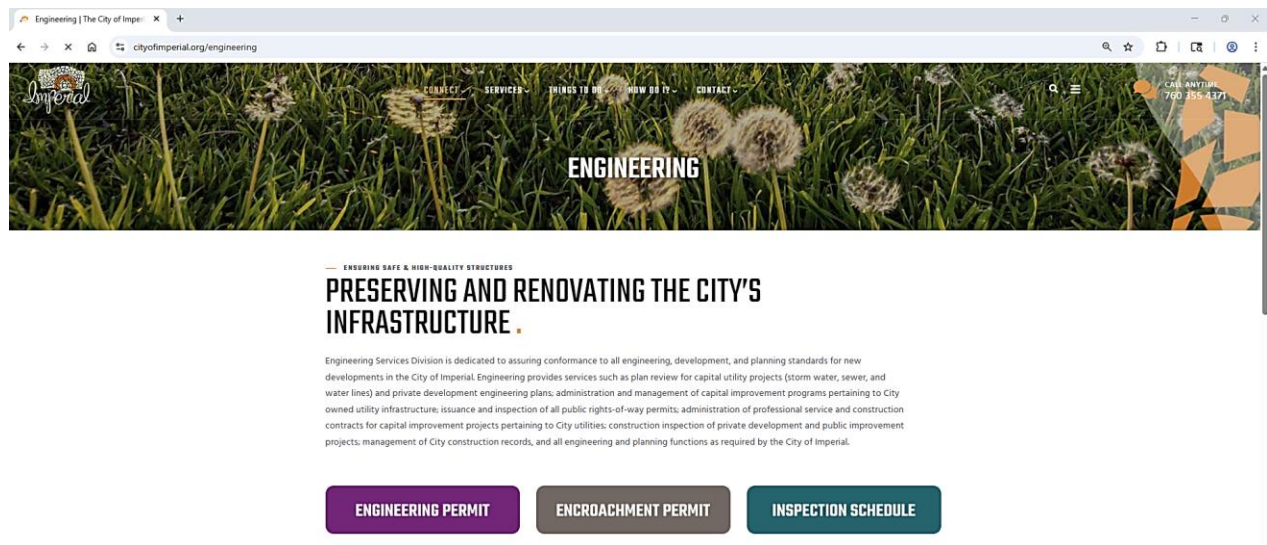
- **Include** a link to the HCD website to ensure timely access to live updates or future addendums, thereby enhancing the accuracy and reliability of information.

6.5 Community Development Department Webpage – CitizenServe

Current Condition: CitizenServe currently supports only a limited selection of Planning application types. Additionally, there is no CitizenServe access button available on the individual Planning, Code Enforcement, or Engineering webpages. However, it is understood that City is preparing to discontinue the use of CitizenServe and transition to a different application processing platform, tentatively by the end of 2026.

What to Change:

- (In the interim) **Include** additional planning application types to CitizenServe to facilitate more efficient application processing.
- (In the interim) **Add** CitizenServe buttons, similar to those on the Building & Safety page, on the Planning, Code Enforcement, and Engineering webpages for enhanced accessibility.



6.6 Community Development Department Webpage – Engineering Division Webpage

Current Condition: The Engineering Division webpage features an access button for the 2019 inspection schedule. Additionally, the page may contain plans that are no longer current.

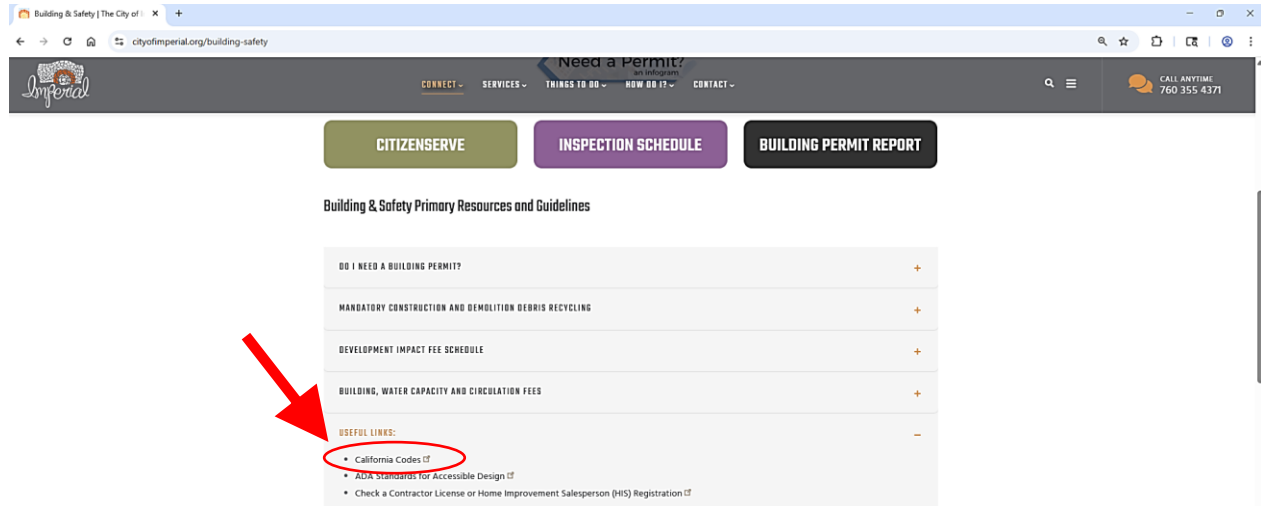
What to Change:

- **Update** the inspection schedule as appropriate or remove it from the page if it is no longer in use by the city. Review all plans, including but not limited to Urban Water Management Plans, and consider archiving outdated materials to ensure the public is not confused about which plan is current.

6.7 Community Development Department Webpage – Building & Safety Division Webpage

Current Condition: The Building & Safety Division webpage provides access buttons for the 2023 inspection schedule and building permit reports, with the most recent reports dating back to 2022. The Development Impact Fee Schedule indicates that the latest available version is from 2019, which is

identified as a draft rather than a final document. Additionally, the Building, Water Capacity, and Circulation Fees lack information regarding their last modification dates, raising questions about their current validity and accuracy. In the useful links section, the link to the California Building Code is labeled as "California Codes."



What to Change:

- **Revise and update** Inspection schedule to align with the current year.
- **Update** Building Permit Reports to cover the period from 2023 through 2026.
- **Update** Development Impact Fees to reflect the most accurate amounts available and present the finalized version, rather than the draft. All fees listed on the Building & Safety page, including Building, Water Capacity, and Circulation Fees, should undergo a thorough review for accuracy.
- **Consider** renaming the link titled "California Codes" to "California Building Code Title 24" to enhance visibility and accessibility for the public and eliminate potential confusion.

6.8 Community Development Department Webpage – Planning Division Webpage

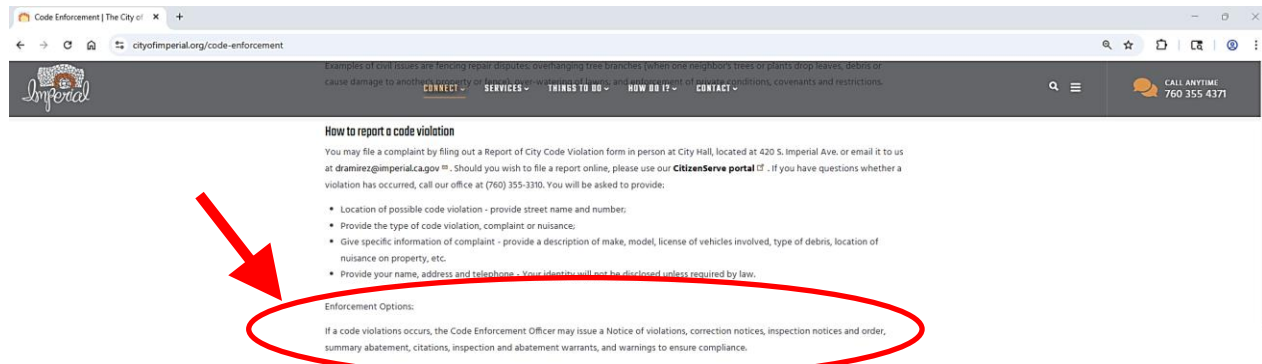
Current Condition: At present, the Planning Division webpage does not provide a link to the current Zoning Map, the 1992 General Plan, or the 2021-2020 Housing Element Update.

What to Change:

- **Provide** links to the Zoning Map, the 1992 General Plan, or the 2021-2020 Housing Element Update.
- **Consider** developing interactive ArcGIS maps for zoning and land use.

6.9 Community Development Department Webpage – Code Enforcement Division Webpage

Current Condition: The Code Enforcement Division webpage offers a concise overview of available enforcement options; however, it does not outline the specific sequential steps or procedures necessary for achieving compliance.

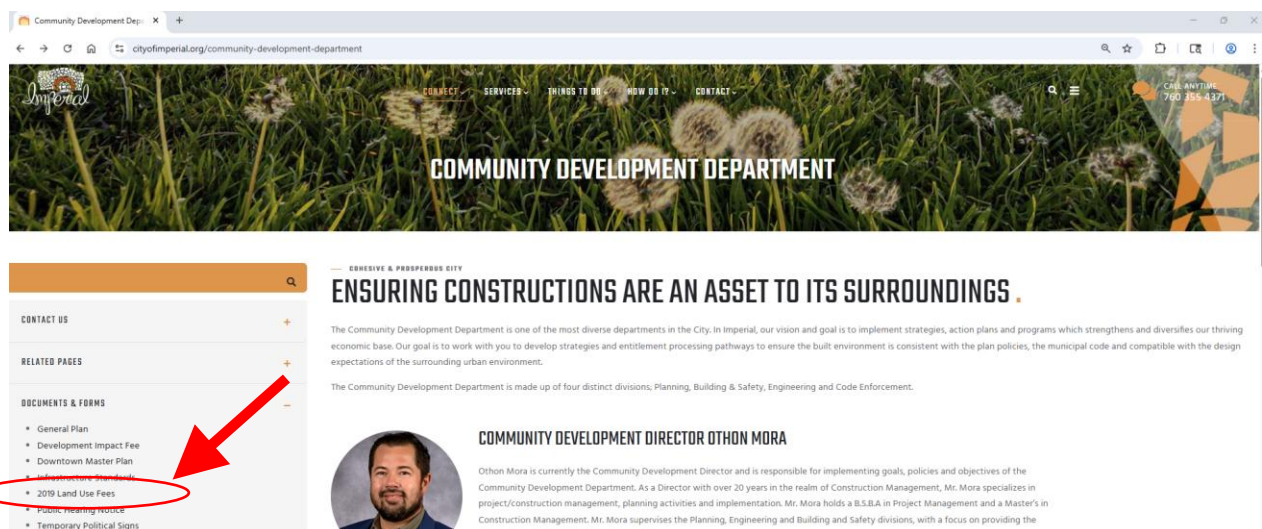


What to Change:

- **Update** to provide enforcement procedures in a clear, step-by-step format. This approach will help residents and property owners understand their available options and the sequence of actions that follow if compliance is not achieved.
- **Provide** step-by-step Code Enforcement procedures that clearly describe the actions taken after an individual receives a warning or notice of violation. Specify whether a notice results in an immediate citation, further warning, or the scheduling of inspections.

6.10 Community Development Department Webpage – Land Use Fees

Current Condition: The Community Development Department homepage, under the Documents & Forms section, includes a link to the 2019 Land Use Fees. Within this schedule, there is a listed fee for “Pre-Application Meetings.” However, the city does not currently charge a fee for these meetings.



What to Change:



- **Regularly** review and update the Land Use Fees published on the Community Development Department homepage ensure their accuracy and appropriateness. It is possible that the 2019 fees no longer reflect the City's present costs, including staff time and materials.
- **Evaluate** the collection of payment for pre-application meetings. These meetings necessitate dedicated time from multiple department representatives and divert resources from other responsibilities. Consistently collecting the pre-application meeting fee, already adopted by the City Council, would help offset the associated staff time. To reduce the financial burden on applicants and affirmatively incentivize early engagement, the pre-application fee may be credited toward a subsequently submitted entitlement application at the time of intake.
- **Consider** establishing mandatory pre-application meetings for potential projects that involve multiple entitlements, require discretionary review by City Council, or have the potential to affect City policy or land use. Such applications may include, but are not limited to Annexations, Specific Plans, General Plan Amendments, Zone Changes, Text Amendments, and parcel maps for non-SB 9 eligible lot splits.

7. Implementation Priorities and Workplan

California law requires jurisdictions to remove governmental constraints to housing production, affirmatively further fair housing, and implement Housing Element programs in practice. Cities must monitor regulatory effectiveness and update policies, ordinances, and procedures as needed to maintain ongoing compliance (Gov. Code §§ 65583(c), 65584.04; 42 U.S.C. § 3608(e)). The following table provides a recommended sequence actions to achieve early compliance and process clarity first, followed by zoning capacity updates and longer-term cost/infrastructure strategies.

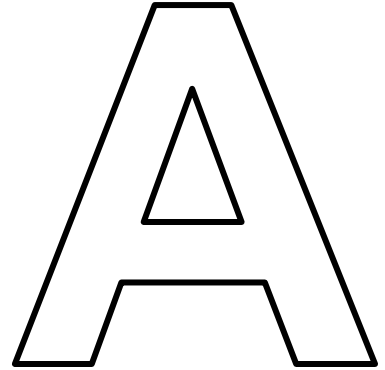
Table 7.1 Recommended Implementation Sequence

Timeframe	Section/Topic	Primary Objective	Actions	Deliverables
Near-Term 0–12 months	Code Enforcement Process	Increase transparency and guidance for addressing violations	- Outline enforcement steps - Specify notice outcomes - Publish public guidance materials	- Updated enforcement protocols - Public-facing guidance documents
	Community Development Dept. – Land Use Fees	Promote accuracy and transparency in published fees	- Review and update fee schedules - Require pre-application meetings for complex cases - Evaluate collection of payments - Establish credit policy for fees	- Revised fee schedule - Policy for pre-application meeting credits - Updated procedures
	Regulatory Compliance (State Law Alignment)	Remove illegal discretionary barriers and improve predictability	- Adopt ADU ordinance - Publish checklists - Create ministerial determination templates - Integrate fire review - Update ambiguity/conflict clauses	- Adopted ordinance amendments - Checklists - Templates - Internal SOPs
Mid-Term 12–24 months	Zoning Capacity and Feasibility	Increase feasibility and capacity through zoning updates	- Update density/height standards - Align parking reductions - Reform overlays - Update downtown objective standards	- Zoning code amendments - Updated design standards - Applicant guides
Long-Term 24+ months	Structural Costs & Continuous Improvement	Address structural costs, affordable housing, and ongoing improvement	- Establish affordable housing review track - Standardize fee policies - Coordinate infrastructure planning and funding - Implement performance tracking	- Affordable housing SOP - Standardized fee policy - Annual metrics and reporting - Infrastructure coordination plans
Ongoing	Monitoring & Reporting	Ensure ongoing compliance and continuous improvement	- Monitor regulatory effectiveness - Review and update policies, ordinances, and procedures as needed	- Annual compliance reviews - Updated ordinances and procedures - Performance metrics



8. Conclusion

These recommendations present a thorough and practical guide for aligning housing streamlining efforts with state law, while simultaneously enhancing the experience of applicants and improving staff efficiency. By focusing on objective standards, conducting early eligibility checks, and establishing clear workflows, especially for affordable housing and ADUs, a range of benefits can be realized: streamlined processes, reduced approval timelines, lower costs, and ultimately increased housing production. Altogether, the strategies outlined help create a more effective, compliant, and user-friendly housing development project.



APPENDIX A – Entitlement Visual Guides

CITY OF IMPERIAL ACCESSORY DWELLING UNIT (ADU) PROCESSING WORKFLOW



STEP 1

Application and Fee Submittal



A Building Permit is required to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure within the City. No permit is required for ordinary minor nonstructural repair or remodeling work such as painting, wall papering, cabinets, and similar finish work.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City review of plans focus only on objective requirements, such as building and life-safety standards, fire access, required setbacks and height limits, and compliance with state ADU regulations. No public hearings are required for approval.

STEP 4

Comments and Corrections



If City staff identifies any issues, the City will provide a written list of required corrections, and you will revise your plans and resubmit the corrected version for review.

STEP 5

Application Approval



Once a complete ADU application is submitted, the City has up to 60 days under state law to approve or deny it. Upon approval, the Building Permit is issued and construction may begin.

STEP 6

Construction and Inspections



During construction, City staff will conduct inspections at key stages to confirm the work matches the approved plans. Any required corrections must be completed before construction can continue.

STEP 7

Final Inspections and ADU Occupancy



After construction is complete, a final inspection is conducted and the City signs off on the work, making the ADU officially legal to occupy.

Application Requirements:

- ☐ Site Plan, drawn to scale, to include:
 - ☐ Property lines and lot dimensions
 - ☐ Location of the primary dwelling
 - ☐ Location of the proposed ADU
 - ☐ Setbacks (existing and proposed); side and rear setbacks may not exceed 4 feet; no setback required for conversions within existing structures
 - ☐ Driveways, parking areas (if any), and access paths
 - ☐ Distance between buildings
 - ☐ Utility connections (water, sewer, electric)
- ☐ Floor Plans, drawn to scale, to include:
 - ☐ Room labels and dimensions
 - ☐ Kitchen, bathroom, and sleeping areas
 - ☐ Doors and windows (sizes and locations)
 - ☐ Independent living facilities
 - ☐ Fire separation walls (if ADU is attached)
- ☐ Building Elevation, drawn to scale, to include:
 - ☐ Exterior views of the ADU
 - ☐ Building height clearly shown
 - ☐ Exterior materials and finishes
 - ☐ Roof form and pitch
- ☐ Building Sections to include:
 - ☐ Wall, floor, and roof assemblies
 - ☐ Ceiling heights
 - ☐ Fire-resistance ratings (where required)
- ☐ Structural Calculations, prepared by a licensed Architect or Engineer, to include:
 - ☐ Foundation plan (footings, slabs, reinforcement)
 - ☐ Framing plans (walls, floors, roof)
 - ☐ Structural connection details
 - ☐ Structural calculations
- ☐ Mechanical, Electrical, and Plumbing Plans
- ☐ Energy and Green Building Documentation
- ☐ Fire and Life Safety Plan
- ☐ ADU Notes and Declarations to include:
 - ☐ Rental term acknowledgment (minimum 30 days)
 - ☐ No owner-occupancy requirement for ADUs
 - ☐ JADU deed restriction (JADUs only)

Submittal Requirements

- ☐ Paper copies are not required. Please submit all application material digitally via the on-line portal
 - ☐ Standard plan size 24" x 36"
 - ☐ Consistent sheet numbering and titles
- Illegible, faded, or incomplete plans will not be accepted.

Fees:

- Click link to view [ADU Building Permit Fees](#)
- Click link to view [Water and Sewer Capacity Fees](#)
- Click link to view [Circulation Fees](#)
- Click link to view [Development Impact Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.
- ADU Fire review is required only when sprinklers are required for the existing primary residence.

CITY OF IMPERIAL BUILDING PERMIT

PROCESSING WORKFLOW



STEP 0

Determine if You Need a Permit



A Building Permit is required to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure within the City. No permit is required for ordinary minor nonstructural repair or remodeling work such as painting, wall papering, cabinets, and similar finish work.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

City Staff Evaluation



City staff will review your application for safety, code compliance, and completeness of plans; and will tell you how to fix and resubmit anything that is missing.

STEP 3

Applicant Makes Plan Corrections



If changes to your plans are requested by the City, you will need to revise and resubmit your materials for another City review, which may happen more than once depending on the project.

STEP 4

Building Permit Issuance



Once your project meets all City requirements, your Building Permit is approved and issued, allowing you to legally begin construction. The permit must be posted at the job site so City inspectors can easily see it.

STEP 5

Start Construction



You may begin work only after the permit is officially issued, and all construction must follow the approved plans. If you want to make changes later, you may need to obtain City approval before proceeding.

STEP 6

Inspections



During construction, the City inspects the work at key stages. You or your contractor must request inspections and pause work until they are approved. After construction, you then must schedule a final inspection to confirm the project was completed correctly.

STEP 7

Project Completion



Once the final inspection is approved, the permit is officially closed, your project is considered complete and compliant, and the space may be safely and legally used.

Application Requirements:

- ☐ Site (Plot) Plan, drawn to scale, to include:
 - ☐ Property lines and lot dimensions
 - ☐ Location of existing and proposed structures
 - ☐ Setbacks from all property lines
 - ☐ Driveways, sidewalks, and access points
 - ☐ Square footage of existing and proposed buildings
 - ☐ Easements, utilities, and right-of-way (if applicable)
- ☐ Floor Plans, drawn to scale, to include:
 - ☐ Room labels and dimensions
 - ☐ Door and window locations and sizes
 - ☐ Plumbing fixtures and appliance locations
 - ☐ Required life-safety features (smoke alarms, CO detectors, exits)
 - ☐ Electrical service location
- ☐ Building Cross Sections to include:
 - ☐ Cross-sections showing floor-to-ceiling heights
 - ☐ Roof, wall, and floor assemblies
 - ☐ Structural connections and insulation
- ☐ Structural Plan and Calculations
 - ☐ Foundation Plan, fully dimensioned footing and slab layout; footing sizes, depths, and reinforcing steel; anchor bolt size, spacing, and type; slab thickness and vapor barrier details
 - ☐ Framing Plans and Details, wall, floor, and roof framing sizes and spacing; beams, headers, girders, and posts; Shear walls, bracing, and lateral force-resisting system; connection and fastening details
 - ☐ Structural Calculations, required when structural elements exceed prescriptive code limits; wet-signed and stamped by a California-licensed engineer or architect.
- ☐ Mechanical, Electrical, and Plumbing Plans
- ☐ Energy and Green Building Documentation
- ☐ Geotechnical and Soils Report (when required)
- ☐ Fire and Life Safety Plan

Submittal Requirements

- ☐ Paper copies are not required. Please submit all application material digitally via the on-line portal
 - ☐ Standard plan size 24" x 36"
- Illegible, faded, or incomplete plans will not be accepted.

Fees:

- Click link to view [Building Permit Fees](#)
- Click link to view [Water and Sewer Capacity Fees](#)
- Click link to view [Circulation Fees](#)
- Click link to view [Development Impact Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

CITY OF IMPERIAL CONDITIONAL USE PERMIT

PROCESSING WORKFLOW



STEP 0

Pre-Application Review



Pre-Application Review meetings are not required but are strongly encouraged as this early coordination leads to clearer expectations, higher-quality projects, and faster overall approvals.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City staff will review your project plans and conduct CEQA environmental review to ensure the project meets City requirements, evaluate potential impacts using technical studies (e.g., traffic, noise, air quality), and incorporate required improvements and mitigation measures both on-site and nearby.

STEP 4

Planning Commission Public Hearing



The Planning Commission will hold a noticed public hearing to review the project, discuss any proposed conditions, and hear comments from the community.

STEP 5

10-day appeal period



The Planning Commission's action is final and effective within 10 calendar days unless an appeal to the City Council is filed by the Applicant or any interested party.

STEP 6

Submit Applications & Fees for Building Permits



Apply for a building permit by submitting your application, project plans, basic details, and required fees to the Building Division. CUP Conditions of Approval for the project must be included with the building permit plans.

STEP 7

Construction and Inspections



Applicant to obtain permits for demolition and construction, and schedule all required inspections to ensure project is safe and meet applicable development standards.

STEP 8

Obtain Certificate of Occupancy or Completeness



Upon passing final inspection, City shall issue Applicant a Certificate of Occupancy or Completeness, as appropriate.

Application Requirements:

- ☐ Name and Address of Applicant
- ☐ Owner or Authorized Agent Form
- ☐ Address and legal description of property
- ☐ Written statement indicating just how the proposed use aligns with CUP Findings
- ☐ Plot plan and elevations, fully dimensioned. Screening, landscape, and irrigation plans shall be included

Fees:

- Click link to view [Conditional Use Permit Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings:

The Planning Commission shall make the following findings before a CUP is granted:

- A. Proposed location, size, design, and operating characteristics of the proposed use aligns with all City development regulations, policies, and guidelines
- B. Proposed location, size, design, and operating characteristics of the proposed use will be compatible with and will not adversely affect adjacent uses
- C. Proposed location, size, design, and operating characteristics of the proposed use will not be detrimental to public health, safety, or welfare to properties in the vicinity
- D. Proposed Conditional Use will comply with each provision of Zoning Code

Conditional Use Permit Duration

- Conditional Use Permits shall expire 1 year after the approval date.
- Conditional Use Permits may be renewed if a written request is made to the Community Development Director and all applicable fees are paid. The Planning Commission may grant or deny a renewal request.
- Conditional Use Permit shall run with the land and remain valid upon a change of ownership of the property, use, structures, or business.

STEP 0

Determine if You Need a Permit

You will need a City-issued Encroachment Permit if your project uses or blocks public areas like streets, sidewalks, or alleys, even if only temporarily.

STEP 1

Application and Fee Submittal

Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

City Staff Evaluation

City staff will review the application for safety, traffic impacts, and compliance with City standards. Other departments (such as Fire or Planning) may also review the request if needed.

STEP 3

Fee Payment and Permit Issuance

Prior to permit issuance, Applicant shall remit all applicable fees to City. Once approved, the City will issue the encroachment permit. All work must follow the approved plans and City conditions.

STEP 4

Obtain a Dig Alert Number

Contractor is responsible for contacting DIG ALERT prior to starting work, if required.

STEP 5

Construction and Inspections

Perform the work as approved. City inspections may occur during and/or after construction to ensure the public area is restored properly.

Application Requirements:

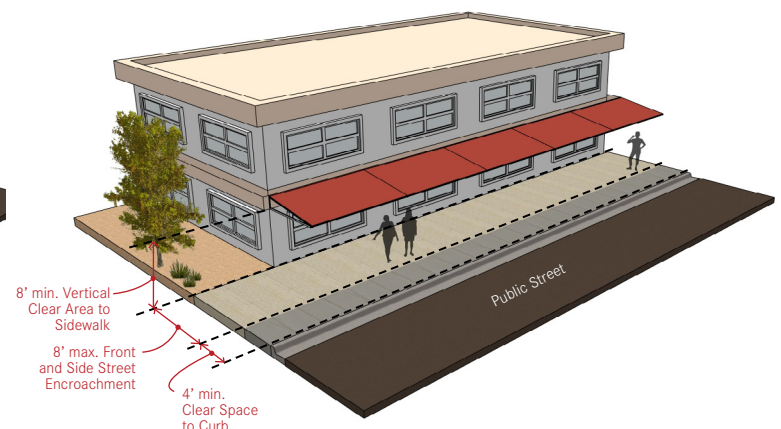
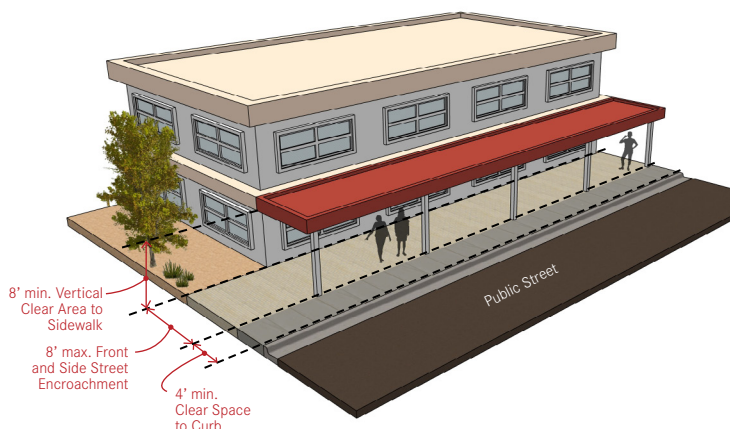
- ☐ Applicant/Owner Information
- ☐ Contractor Information
- ☐ Project Information, including Job Valuation
- ☐ Detailed Project Description
- ☐ Site or Construction Plans showing area of work
- ☐ Traffic Control Plan if streets or sidewalks will be affected
- ☐ Proof of Insurance

Fees:

- Click link to view [Encroachment Permit Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Special Note: Use /Cost of Consultants

The Community Development Department may bring in outside experts if extra help is needed to review your application. If this happens, you will need to pay for the consulting services, in addition to regular City fees. You may also be asked to keep money on deposit to cover these costs. If the deposit runs out, your application review will pause until it is updated.

EXAMPLES OF ENCROACHMENT

CITY OF IMPERIAL ENGINEERING PERMIT

PROCESSING WORKFLOW



STEP 0

Determine if You Need a Permit



Before applying, first confirm whether your project requires an Engineering Permit. A permit is typically required if your work involves connecting to City water or sewer services, cutting into a street or sidewalk, building a driveway or curb cut, grading land for development, or performing any work within the public right-of-way.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, and documents to the Community Development Department.

STEP 2

City Staff Evaluation



City staff will review the application for safety, traffic impacts, and compliance with City standards. Other departments (such as Fire or Planning) may also review the request if needed.

STEP 3

Consultant Plan Check



Outside consultants conduct independent technical engineering review of subdivision applications and provide consolidated plan check comments to City staff for issuance to the Applicant.

STEP 4

Fee Payment and Permit Issuance



Prior to permit issuance, Applicant shall remit all applicable fees to City. Once approved, the City will issue the engineering permit. All work must follow the approved plans and City conditions.

STEP 5

Construction and Inspections



Perform the work as approved. City inspections may occur during and/or after construction to ensure the public area is restored properly.

Application Requirements:

- ☐ Applicant/Owner Information
- ☐ Contractor Information
- ☐ Project Information, including **Job Valuation**
- ☐ Detailed Project Description
- ☐ Site or Construction Plans showing area of work
- ☐ Traffic Control Plan if streets or sidewalks will be affected
- ☐ Proof of Insurance

Fees:

- Click link to view [Engineering Permit Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Special Note: Use /Cost of Consultants

The Community Development Department may bring in outside experts if extra help is needed to review your application. If this happens, you will need to pay for the consulting services, in addition to regular City fees. You may also be asked to keep money on deposit to cover these costs. If the deposit runs out, your application review will pause until it is updated.

CITY OF IMPERIAL FINAL MAP

PROCESSING WORKFLOW



STEP 1

Prepare Final Map



A Final Map **must** be prepared by a licensed, professional Land Surveyor or Engineer. This ensures the map is accurate and can be officially recorded.

STEP 2

Application and Fee Submittal



Applicant submits completed application, approval Tentative Map, and all applicable supporting documents and fees/deposits to the Community Development Department.

STEP 3

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 4

City Staff Evaluation



City staff will confirm the map matches the approved Tentative Map and complies with all conditions, City standards, and State law, and conduct CEQA environmental review to evaluate potential impacts using technical studies and identify any required mitigation measures.

STEP 5

Consultant Plan Check



Outside consultants conduct independent technical engineering review of subdivision applications and provide consolidated plan check comments to City staff for issuance to the Applicant.

STEP 6

City Council Public Hearing



The Final Map is scheduled for City Council approval as a Consent Agenda item. Council confirms all legal and technical requirements have been met and authorizes the map to be officially recorded.

STEP 7

Map Recordation



After City Council approval, the map is recorded with the Imperial County Recorder, officially making the subdivision legal. Once recorded, lots can be sold or transferred, building permits can be applied for and issued, and construction of homes or buildings can commence.

Application Requirements:

- ☐ Completed Application
- ☐ Final Map, professional preprepared
- ☐ Improvement Plan (roads, sidewalks, utilities, drainage)
- ☐ Legal agreements (CCRs)
- ☐ Proof that required fees, bonds, or securities are in place

Fees:

- Click link to view [Final Map Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings

The City Council shall make the following findings before a Final Map is granted:

- A. Final Map is substantially consistent with the approved Tentative Map, including its design, lot configuration, street layout, and conditions of approval.
- B. All conditions of approval imposed on the Tentative Map have been satisfied or will be satisfied through the recordation of the Final Map, improvement plans, agreements, or conditions of approval.
- C. Final Map complies with the requirements of the California Subdivision Map Act and all applicable State laws.
- D. Final Map complies with the City of Imperial Subdivision Ordinance, Zoning Ordinance, and Engineering Design Standards.
- E. Final Map has been prepared by a licensed land surveyor or civil engineer, is technically correct, and accurately represents the subdivision boundaries, lot dimensions, easements, and dedications.
- F. All required public rights-of-way, easements, and dedications for streets, utilities, drainage, and other public purposes are properly shown on the Final Map.
- G. Required public and private improvements have either been constructed and accepted by the City or adequately secured through improvement agreements, bonds, or other financial guarantees.
- H. Final Map provides adequate access, circulation, and utility infrastructure to serve the subdivision.
- I. Final Map is consistent with the project's prior CEQA environmental determination.
- J. Final Map has been submitted within the time limits established by the Subdivision Map Act and any approved extensions of the Tentative Map.
- K. Final Map meets all requirements for recordation and acceptance by the City Council, including approval by the City Engineer, Community Development Director, and City Attorney.

FIRE SITE PLAN REVIEW CHECKLIST



MULTIFAMILY RESIDENTIAL (3+ UNITS), RESIDENTIAL TRACT DEVELOPMENTS, COMMERCIAL AND INDUSTRIAL PROJECTS

Please provide property and/or use information and check **Yes** or **No** to questions below based on your proposed project. Submit the completed form with your entitlement or development application. This form is a screening tool only; it is not exhaustive and may not address all project conditions.

Additional Fire Code review or documentation may be required by the Imperial County Fire Department.

PROJECT INFORMATION

Address:

Suite:

City:

Project Scope / Business Description:

QUESTIONNAIRE

	Yes	No	
1.	☐	☐	Construction of a new building, a new story, or increase the footprint of an existing building? Changes to roadways, curbs, or drive aisles? Addition, relocation, or modification of fire hydrants or fences/gates?
2.	☐	☐	Is the structure greater than 150 feet from fire access roadways?
3.	☐	☐	Is the project going to be built in phase or master build out?
4.	☐	☐	Installation/modification/repair of underground piping, backflow preventers, or fire department connections serving private fire hydrant/sprinkler/standpipe systems? Is there a fire hydrant within 300 feet along an approved fire access route to the property to ensure 150 feet hose pull to be achieved
5.	☐	☐	Drinking/dining/recreation/meetings/training/religious functions or other gatherings in a room > 750 sq.ft. (> 1,000 sq.ft. for training/adult education) or > 49 people? Healthcare/outpatient services for > 5 people who may be unable to immediately evacuate without assistance? Education for children (academic tutoring for ages 5+ is exempt unless classified as an E occupancy by the Building Official)? Adult/child daycare? 24-hour care/supervision? Incarceration or restraint? Hotel/apartment or residential facility with 3+ units and 3+ stories (3-story townhouses/rowhouses where an independent direct exit to grade is provided for dwelling are exempt)? Congregate housing/dormitories with 17+ people? High-rise structure (75+ feet to highest occupied floor level)?
6.	☐	☐	Installation/modification of locks delaying or preventing occupants from <u>leaving</u> a space or requiring use of a card, button, or similar action to open a door <u>in the direction of exit travel</u> ?
7.	☐	☐	Installation/modification/use of spray booths; dust collection; dry cleaning; industrial ovens/drying equipment; industrial/commercial refrigeration systems; compressed gasses; tanks for cryogenic or flammable/combustible liquids; vapor recovery; smoke control; battery back-up/charging systems (>20 kWh lithium-ion or 70 kWh lead-acid; >15 cubic feet of lithium battery storage); welding/brazing/soldering, open flame torches, cutting/grinding; or other similar operations?
8.	☐	☐	Storage/use/research with flammable/combustible liquids or other chemicals? Motor vehicle/aircraft maintenance/repair? Cabinetry/woodworking/finishing facility? Chem Class & floor plan (<i>full architectural plan if H occupancy</i>)
9.	☐	☐	Storage or merchandising areas in excess of 500 sq. ft. where items are located higher than 12' (6' for high-hazard commodities, plastic, rubber, foam, etc.)?
10.	☐	☐	Cooking under a Type I commercial hood; installation or modification of a fire extinguishing system located in a commercial cooking hood?

SUBMITTAL REQUIREMENTS

(Two (2) hard copies, 24" x 36" in size; and one (1) PDF file containing full plan set)

- ☐ Fire access roadways with dimensions and turning radius information
- ☐ Location of access roadways in relation to the buildings on site
- ☐ Information regarding roadway aerial clearance, slope and weight support capabilities

- ☐ Knox Box location
- ☐ Location and dimensions of all existing structures and proposed
- ☐ Identify existing and proposed water mains and fire hydrants

FIRE SITE PLAN REVIEW CHECKLIST



REQUIRED FOR SINGLE FAMILY, DUPLEX RESIDENCES, AND ACCESSORY DWELLING UNITS (ADU)

Please provide property and/or use information and check **Yes** or **No** to questions below based on your proposed project. Submit the completed form with your entitlement or development application. This form is a screening tool only; it is not exhaustive and may not address all project conditions.

Additional Fire Code review or documentation may be required by the Imperial County Fire Department.

PROJECT INFORMATION

☐ New Single Family Residence / Duplex ☐ Addition/Remodel ☐ ADU ☐ Other:

Address:

Unit #:

ZIP:

Scope of Work:

Existing Area: Area to be added: Total resulting area: Stories: Area Added in Past 2 Years (excluding this project):

QUESTIONNAIRE

	Yes	No	
1.	☐	☐	New - Is this a new single family residence or duplex, or detached Accessory Dwelling Unit (ADU)?
2.	☐	☐	ADU - Is this a new ADU on the same property as a house that already has fire sprinklers or a house that will have fire sprinklers added as part of this project?
3.	☐	☐	Addition - Is this an addition to a currently sprinklered building or an addition requiring a fire sprinkler retrofit based on a threshold set by local ordinance?
4.	☐	☐	Distance - Is the most remote portion of the addition, ADU or other detached structure greater than 150-feet from the fire access roadway?
5.	☐	☐	Total Area - Will the addition result in a total area of greater than 3,600 square feet (sf) for non-sprinklered buildings, or greater than 6,200 sf for sprinklered buildings, including the area of all enclosed spaces, such as garages, stairs, and detached structures separated by less than 10-feet?
6.	☐	☐	Remodel - Is this a remodel of a sprinklered building with a scope of work that includes adding or removing any interior walls?
7.	☐	☐	Detached Structure - Is this a new detached utility or accessory structure (not an ADU), such as a garage, workshop, game room, pool house, barn, etc., requiring fire sprinklers based on a threshold set by local ordinance?
8.	☐	☐	Gate - Is a gate being installed across a driveway or road that is designated as a fire department access roadway, or a driveway or road that serves more than a single home/duplex?

SUBMITTAL REQUIREMENTS

(Two (2) hard copies, 24" x 36" in size; and one (1) PDF file containing full plan set)

- | | |
|---|--|
| ☐ Fire access roadways with dimensions and turning radius information | ☐ Knox Box location |
| ☐ Location of access roadways in relation to the buildings on site | ☐ Location and dimensions of all existing structures and proposed |
| ☐ Information regarding roadway arial clearance, slope and weight support capabilities | ☐ Identify existing and proposed water mains and fire hydrants |

CITY OF IMPERIAL GENERAL PLAN AMENDMENT

PROCESSING WORKFLOW



GENERAL PLAN AMENDMENT

The General Plan is the City of Imperial's long-term rulebook that guides where housing, businesses, roads, parks, and other land uses should be located over time. A General Plan Amendment is needed when someone wants to change what a property is planned to be used for (such as from agriculture to housing) or when a proposed project does not align with the City's current long-term vision.

This is a policy decision only and does not authorize any construction.

STEP 0

Pre-Application Review



Pre-Application Review meetings are not required but are strongly encouraged as this early coordination leads to clearer expectations, higher-quality projects, and faster overall approvals.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City staff will review your documentation to ensure consistency with the adopted General Plan policies and applicable regulations, and conduct environmental review under CEQA to evaluate how the proposed change may impact the environment using technical studies (such as traffic, noise, air quality, and infrastructure), and identify any required mitigation measures.

STEP 4

Planning Commission Public Hearing



The Planning Commission will hold a noticed public hearing to review the request and make a recommendation to the City Council. Public hearing notices will be mailed to all owners of property within 300 feet of the subject property.

STEP 5

City Council Public Hearing



Within 30 days after the Planning Commission's decision, the City Council will hold a noticed public hearing to consider the Planning Commission's actions. The City Council's action to approve or deny is final.

Application Requirements:

- ☐ Name and Address of Applicant
- ☐ Owner or Authorized Agent Form
- ☐ Address and legal description of property
- ☐ Plot plan, drawn to scale, showing the site and surrounding areas, existing streets, and property lines. The Community Development Director shall determine the area to be included on the plan to show the relationship to and impact on surrounding areas.
- ☐ Complete environment assessment and applicable technical studies for compliance with State law.

Fees:

- Click link to view [General Plan Amendment Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings:

The Planning Commission and City Council shall make one of the following findings before taking action on a General Plan Amendment:

- A. Proposed amendment is Consistent with the goals, objectives, and policies of the City's General Plan.
- B. Proposed amendment is compatible with the surrounding area and will not create land use conflicts with nearby properties.
- C. Evidence that public services and infrastructure (roads, water, sewer, schools, emergency services) can be provided to serve the proposed land use change without placing an undue burden on existing residents or businesses.
- D. Project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and appropriate environmental document has been prepared and adopted.

CITY OF IMPERIAL SITE PLAN REVIEW

PROCESSING WORKFLOW



STEP 0

Pre-Application Review



Pre-Application Review meetings are not required but are strongly encouraged as this early coordination leads to clearer expectations, higher-quality projects, and faster overall approvals.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation & Director's Determination



City staff will review your project plans for compliance and required improvements, and conduct CEQA review using technical studies to assess impacts and identify mitigation. Within 15 days of completeness, the Director will approve, conditionally approve, or deny the application.

STEP 4

10-day appeal period



Any applicant or interested party may appeal a Director's decision to the City Planning Commission within 10 calendar days of the Director's determination, subject to payment of appeal fees.

STEP 5

Submit Applications & Fees for Building Permits



Submit a Building Permit application along with basic project information, plans, and applicable fees to the City of Imperial Community Development Department.

STEP 6

Construction and Inspections



Applicant to obtain permits for demolition and construction, and schedule all required inspections to ensure project is safe and meet applicable development standards.

STEP 7

Obtain Certificate of Occupancy or Completeness



Upon passing final inspection, Applicant shall obtain a Certificate of Occupancy or Completeness, as appropriate.

Applicability:

Prior to issuance of any building permit for development, a Site Plan Review shall be required for:

- Single-family residential homes
- Mobile homes on permanent foundations
- Mobile home parks
- Multiple family developments
- Commercial or industrial establishments

Application Requirements:

- ☐ Site Plan, drawn to scale
- ☐ Concept Landscape Plan, drawn to scale
- ☐ Architectural Drawings (floor plans, elevations), drawn to scale
- ☐ Conceptual Grading and Drainage Plans
- ☐ Other such related material required by the Director

Fees:

- Click link to view [Site Plan Review Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Site Plan Review Permit Duration:

- Site Plan Review approval shall expire 1 year after the approval date.
- If development under the Site Plan Review does not start within the 1 year period, applicants may request two 6 month extensions. Applications cannot be extended beyond 2 years from the original approval date.
- If development does not commence within the initial or extended periods, the Site Plan Review approval will be voided.

CITY OF IMPERIAL TENTATIVE MAP

PROCESSING WORKFLOW



STEP 0

Pre-Application Review



Before preparing a map, property owners and/or developers are strongly encouraged to meet with Community Development Department to understand basic requirements and design standards. This early conversation helps avoid expensive redesigns and explains what the City will expect.

STEP 1

Application and Fee Submittal



Contact the Community Development Department to obtain a Tentative Map number, pay the required map filing fee, and submit application and all applicable forms.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City staff will review your project plans for compliance and improvements, conduct CEQA review using technical studies (e.g., traffic, noise, air quality, utilities) to assess impacts and mitigation, and distribute the proposed map for agency review.

STEP 4

Consultant Plan Check



Outside consultants conduct independent technical engineering review of subdivision applications and provide consolidated plan check comments to City staff for issuance to the Applicant.

STEP 5

Planning Commission Public Hearing



The Planning Commission will hold a noticed public hearing to review the project, discuss any proposed conditions, and hear comments from the community. After the public hearing, the Planning Commission will make a recommendation to the City Council.

STEP 6

City Council Public Hearing



The City Council will hold a public hearing to review the recommendation made by the Planning Commission, hear public testimony, and render a final decision on the Tentative Map request.

STEP 7

Submit for Final Map Approval



After your Tentative Map has been approved by the City Council, you may then have a licensed land surveyor or engineer prepare and submit the Final Map for approval by the Community Development Department. See FINAL MAP process workflow guide for more details.

Application Requirements:

- ☐ Completed Application
- ☐ Proof of Ownership
- ☐ Title Report (current within the last 1 year)
- ☐ Vicinity Map (300-foot radius)
- ☐ Tentative Map Number (issued by City Engineer)
- ☐ Tentative Map drawn to scale and fully dimensioned. Map clearly showing the following:
 - ☐ Property boundaries and lot lines
 - ☐ Proposed streets and their widths
 - ☐ Utility locations (water, sewer, drainage)
 - ☐ Existing buildings and infrastructure
 - ☐ Surrounding land uses
 - ☐ Topography
 - ☐ Areas proposed for public use (parks, easements)

Fees:

- Click link to view [Tentative Map Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings

The Planning Commission shall make the following findings before a Tentative Map is granted:

- A. Proposed Tentative Map is consistent with the goals, policies, and land use designation of the City of Imperial General Plan.
- B. Proposed subdivision is consistent with the City of Imperial Zoning Ordinance.
- C. The site is physically suitable for the proposed type and density of development, considering its size, shape, topography, location, and environmental characteristics.
- D. Each lot created by the Tentative Map is suitable for its intended use and is of adequate size and configuration to support development in compliance with City standards.
- E. The design of the subdivision and the proposed improvements will not be detrimental to the public health, safety, or welfare, nor injurious to property or improvements in the vicinity.
- F. The Tentative Map does not conflict with existing public or private easements.
- G. The subdivision provides adequate vehicular, pedestrian, and emergency access, and is consistent with City street standards.
- H. Public services and utilities, including water, sewer, drainage, fire protection, police services, and public roads, are available or can be provided to serve the subdivision.
- I. The project has been reviewed in compliance with the California Environmental Quality Act (CEQA).
- J. Tentative Map complies with the City of Imperial Subdivision Ordinance and Engineering Design Standards.
- K. The subdivision design will not cause substantial environmental damage.

CITY OF IMPERIAL VARIANCE REQUEST

PROCESSING WORKFLOW



STEP 0

Pre-Application Review



Pre-Application Review meetings are not required but are strongly encouraged as this early coordination leads to clearer expectations, higher-quality projects, and faster overall approvals.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City staff will review your project plans and conduct CEQA environmental review to ensure the project meets City requirements, evaluate potential impacts using technical studies (e.g., traffic, noise, air quality), and incorporate required improvements and mitigation measures both on-site and nearby.

STEP 4

Planning Commission Public Hearing



The Planning Commission will hold a noticed public hearing to review the project, discuss any proposed conditions, and hear comments from the community.

STEP 5

10-day appeal period



The Planning Commission's action is final and effective within 10 calendar days unless an appeal to the City Council is filed by the Applicant or any interested party.

STEP 6

Submit Applications & Fees for Building Permits



Apply for a building permit by submitting your application, project plans, basic details, and required fees to the Building Division. Variance Conditions of Approval for the project must be included with the building permit plans.

STEP 7

Construction and Inspections



Applicant to obtain permits for demolition and construction, and schedule all required inspections to ensure project is safe and meet applicable development standards.

STEP 8

Obtain Certificate of Occupancy or Completeness



Upon passing final inspection, City shall issue Applicant a Certificate of Occupancy or Completeness, as appropriate.

Application Requirements:

- ☐ Name and Address of Applicant
- ☐ Owner or Authorized Agent Form
- ☐ Address and legal description of property
- ☐ Written statement describing the practical difficulty or physical hardship that would result from the strict and/or literal interpretation and enforcement of the Zoning Ordinance
- ☐ Plot plan, drawn to scale and fully dimensioned, showing location of all streets, property lines, uses, structures, driveways, sidewalks, off-site parking, and landscaped areas

Fees:

- Click link to view [Variance Request Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings:

- A. The Planning Commission shall make all of the following findings before a Variance request is granted:
- B. There are special circumstances applicable to the property (size, shape, topography, location, and surroundings) that the strict application of the Zoning Ordinance would deprive the property privileges enjoyed by other properties under the same Zoning.
- C. Granting the Variance is necessary for preservation and enjoyment of property rights possessed by other property in the same vicinity and zone.
- D. Granting the Variance will not be materially detrimental to public health, safety, or welfare, or damaging to other property or improvements in the same vicinity and zone.
- E. Granting the Variance does not award a special privilege that is inconsistent with the Zoning Ordinance.
- F. Granting the Variance does not allow a use or activity that is prohibited by the Zoning Ordinance.
- G. Granting the Variance will not be incompatible with the City's General Plan.

Variance Duration

- Variance will be voided 1 year after the date of approval if a building permit is not issued or construction has not commenced under the requested Variance.
- Variance may be renewed for an additional year if a written request is made to the Community Development Director and all applicable fees are paid prior to Variance expiration date. The Planning Commission may grant, conditionally grant, or deny a renewal request.
- Approval of Variance may be revoked by the Planning Commission if evidence of non-compliance with Conditions of Approval is presented.

CITY OF IMPERIAL ZONING MAP AMENDMENT

PROCESSING WORKFLOW



STEP 0

Pre-Application Review



Pre-Application Review meetings are not required but are strongly encouraged as this early coordination leads to clearer expectations, higher-quality projects, and faster overall approvals.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City staff will review your documentation for consistency with the Zoning Ordinance and General Plan, and conduct CEQA review to evaluate environmental impacts using technical studies (e.g., traffic, noise, air quality, biology, utilities) and identify required mitigation measures.

STEP 4

Planning Commission Public Hearing



The Planning Commission will hold a noticed public hearing to review the request within 40 days after the completion of all environmental assessment documentation. Public hearing notices will be mailed to all owners of property within 300 feet of the subject property.

STEP 5

City Council Public Hearing



Within 30 days after the Planning Commission's decision, the City Council will hold a noticed public hearing to consider the Planning Commission's actions. The City Council's action to approve or deny is final.

Application Requirements:

- ☐ Name and Address of Applicant
- ☐ Owner or Authorized Agent Form
- ☐ Address and legal description of property
- ☐ Plot plan, drawn to scale, showing the site and surrounding areas, existing streets, and property lines. The Community Development Director shall determine the area to be included on the plan to show the relationship to and impact on surrounding areas.
- ☐ Complete environment assessment and applicable technical studies for compliance with State law.

Fees:

- Click link to view [Zoning Map Amendment Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings:

The Planning Commission shall make one of the following findings before taking action on a Zoning Map Amendment:

- A. The Planning Commission finds the Zone change is consistent with the objectives of the Zoning Ordinance, General Plan, and other applicable development policies, and recommends approval to the City Council; or
- B. The Planning Commission finds the Zone change is inconsistent with the objectives of the Zoning Ordinance, General Plan, and other applicable development policies, and recommends to the City Council denial of the request, continue the public hearing so changes to the proposal can be made, or outright reject the proposal.

ZONING REGULATIONS/ TEXT AMENDMENT

PROCESSING WORKFLOW



STEP 0

Pre-Application Review



Pre-Application Review meetings are not required but are strongly encouraged as this early coordination leads to clearer expectations, higher-quality projects, and faster overall approvals.

STEP 1

Application and Fee Submittal



Applicant submits completed application, forms, documents, and all applicable fees/deposits to the Community Development Department.

STEP 2

30-day application completeness check



State law gives the City 30 business days to check that an application includes all required forms, documents, and fees. If anything is missing, the applicant must provide additional information before review begins.

STEP 3

City Staff Evaluation



City staff will review your documentation for consistency with the Zoning Ordinance and General Plan, and conduct CEQA review to evaluate environmental impacts using technical studies (e.g., traffic, noise, air quality, biology, utilities) and identify required mitigation measures.

STEP 4

Planning Commission Public Hearing



The Planning Commission will hold a noticed public hearing to review the request and make a recommendation to the City Council. Public hearing notices will be mailed to all owners of property within 300 feet of the subject property.

STEP 5

City Council Public Hearing



Within 30 days after the Planning Commission's decision, the City Council will hold a noticed public hearing to consider the Planning Commission's actions. The City Council's action to approve or deny is final.

Application Requirements:

- ☐ Name and Address of Applicant
- ☐ Owner or Authorized Agent Form
- ☐ Address and legal description of property
- ☐ Plot plan, drawn to scale, showing the site and surrounding areas, existing streets, and property lines. The Community Development Director shall determine the area to be included on the plan to show the relationship to and impact on surrounding areas.
- ☐ Complete environment assessment and applicable technical studies for compliance with State law.

Fees:

- Click link to view [Zoning Regulations / Text Amendment Fees](#)
- All applicable fees must be remitted before City can commence application processing.
- Fire Department Fees are paid and processed separately from the Community Development Department.

Findings:

The Planning Commission shall make one of the following findings before taking action on a Zoning Map Amendment:

- A. The Planning Commission finds the Zone change is consistent with the objectives of the Zoning Ordinance, General Plan, and other applicable development policies, and recommends approval to the City Council; or
- B. The Planning Commission finds the Zone change is inconsistent with the objectives of the Zoning Ordinance, General Plan, and other applicable development policies, and recommends to the City Council denial of the request, continue the public hearing so changes to the proposal can be made, or outright reject the proposal.

CITY OF IMPERIAL ZONING VERIFICATION LETTER

PROCESSING WORKFLOW



****IMPORTANT****

A Zoning Verification Letter reflects zoning rules in effect on the date of the letter. It does not constitute a project approval. It does not replace permits. If zoning laws change later, the letter does not override new rules.

STEP 0

Confirm You Need a Zoning Verification Letter



Needed when a lender, buyer, or investor needs written confirmation of the property's zoning, when you want official verification of what uses or development are allowed on the site, or when formal documentation is required to support legal, financial, or business decisions.

STEP 1

Request and Fee Submittal



Provide the required materials, including a completed request form (if applicable), the relevant property information, and payment of the required fee. Requests may be accepted over the counter, by email, or through an online submission system.

STEP 2

City Staff Evaluation



City staff will verify the property's zoning and applicable regulations using existing City records only; no site visits or inspections are conducted.

STEP 3

Zoning Verification Letter Issuance



Once the evaluation is complete, the City will issue the letter and provide it by email, mail, or in-person pickup. Processing times vary based on workload, but City staff can typically provide an estimated timeframe when you submit your request.

Application Requirements:

- ☐ Property Address
- ☐ Assessor's Parcel Number (APN) found on tax bill or county records)
- ☐ Description of why you need the letter

No plans or technical drawings needed.

Fees:

- Click link to view [Zoning Verification Letter Fees](#)
- All applicable fees must be remitted before City can commence application processing.

SAMPLE ZONING VERIFICATION LETTER

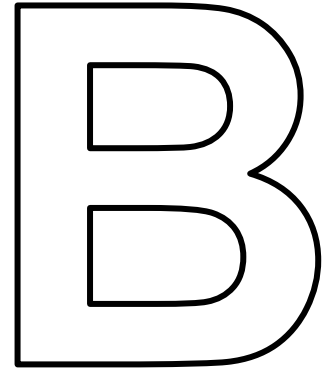


ZONING VERIFICATION LETTER
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF IMPERIAL

Subject Property: 1234 N. Imperial Ave, Imperial, CA. 92251 APN 123-456-789

In response to your request for information regarding the above-referenced property, we have researched our files and present the following:

- The current zoning classification for the subject property is:** C-1 Commercial Neighborhood
- Adjacent property zoning designations:**
North: C-2 Commercial Neighborhood
East: PUD- Planned Unit Development
South: C-1 Commercial Neighborhood
West: Not within City of Imperial
- According to the zoning ordinances and regulations for this district, the current use of the subject property is:**
☒ Permitted Use by Right
☐ Permitted Use by Special/Specific Use Permit ☐ Copy Attached ☐ Copy Not Available (see comment)
☐ Legal Non-Conforming Use (no longer permitted by right due to amendments, re-zoning, variance granted or other changes. See comments)
☐ Non-Permitted Use
Comment:
- To the best of our knowledge, the proposed Uses: "Healthcare Clinic"**
☒ Are in accordance with Current Zoning Code Requirements and is:
☒ Legal Conforming Use
☐ Non-conforming Use (see comments).
☐ In accordance with Previous Zoning Code Requirements (amendments, rezoning, variance granted) and is Legal Non-conforming to current zoning requirements.
☐ Prior to the adoption of the Zoning Code and is ☐ Grandfathered/Legal Non-conforming to current zoning requirements.
☐ In accordance with Approved Site Plan and is Legal Conforming to approved site plan. If any nonconforming issues exist with respect to current zoning requirement; the subject property would be considered legal non-conforming.
Comment:
- Information regarding variances, special permits/exceptions, ordinances or conditions:**
☒ There do not appear to be any variances, special permits/exceptions, ordinances or conditions that apply to the subject property.
☐ The following apply to the subject property (see comments):
☐ Variance - Documentation attached or is otherwise, no longer available (see comment)
☐ Special Permit/Exception Documentation attached or is otherwise, no longer available (see comment)
☐ Ordinance Documentation attached.
☐ Conditions Documentation attached or is otherwise, no longer available (see comment)



APPENDIX B – Stakeholder Interview Summaries

Project Name:	SRP 2.0 Imperial - Stakeholder Interview Summary Group 1: Building Division and Fire Department
Date/Time/Location:	Tuesday, March 3, 2026, 2:00 pm – 3:00 pm, MS Teams
GHD Facilitators:	Brady Woods: Senior Project Manager Kayla Rashad: Planner

STAKEHOLDER INTERVIEW SUMMARY

– Group 1: Building Division and Fire Department Participants

Cody Cole: City of Imperial, Building & Code Enforcement Supervisor (~13 years with City)

Rosalio Villapudua: City of Imperial, Building Inspector (~1 month with City)

Hector Salcedo: City of Imperial, Project Manager/Engineering

Andrew Loper: Imperial County Fire Department, Fire Prevention (~13 years in fire prevention)

Yvonne Cordero: City of Imperial, Planner (~4 years)

– Key Topics of Discussion (Cross-Cutting Themes)

A. Current Permitting Workflow

- Applications typically submitted at the front counter and entered into the City's permitting software (currently CitizenServe)
- Reviews are routed internally (building, planning, engineering)
- Fire Department receives plans outside the system, via email or PDFs, due to lack of system access
- After approvals, manual follow-up is often needed to ensure conditions and comments are communicated properly

B. System Limitations

- Lack of integration between City and County Fire Department systems creates delays
- Permitting software does not always function as intended (e.g., comments not automatically bundled with permits)
- Redundant steps: staff must separately notify front counter staff after completing reviews
- Heavy reliance on email creates tracking and version-control issues

C. Incomplete Applications

- Fire Department reviews are often the longest due to a) Contractual status (not embedded in City system); and b) Regional workload across multiple jurisdictions
- Incomplete submittals significantly extend review timelines across all departments

D. Review Delays and Redundancies

- Common issue across departments: missing or insufficient information at submittal
- No standardized public-facing checklists for a) Building permits (e.g., patios, room additions, ADUs), and b) Engineering permits (e.g., grading triggers)
- Applicants often submit hand-drawn plans lacking basic elements (foundation, framing, MEP, site plans).
- Applicants are confused about a) What type of permit is required? and b) What triggers additional permits (engineering, grading, fire)?

STAKEHOLDER INTERVIEW SUMMARY

E. Affordable Housing / Housing Projects

- Limited experience within Building Division so far
- Fire Department has more exposure but emphasized that early completeness and coordination are critical
- No indication that code requirements themselves are the primary barrier; however, process clarity is

– Building Division

- A. Identified missing information as the single biggest bottleneck
- B. Confirmed no formal checklists currently exist
- C. Noted that allowing hand-drawn plans increases correction cycles
- D. Actively pursuing replacement of CitizenServe with GovWell, an AI-enabled permitting system
- E. Highlighted GovWell features:
 - Applicant-facing submittal checklists
 - AI pre-plan checks (e.g., zoning setbacks flagged automatically)
 - Automated comments embedded directly on plans

– Engineering Division

- A. Described the process as generally clear, but technically flawed
- B. Identified system failures where:
 - Comments don't consistently follow permits
 - Staff must manually repeat work
- C. Applicants are often confused about:
 - What triggers engineering or grading permits
- D. Engineering has internal thresholds (e.g., 5,000 sf impervious / 10,000 sf disturbance) but these are not publicly documented

– Fire Department

- A. Permits move fastest when information is correct the first time
- B. Reviews are delayed primarily due to:
 - Incomplete submittals
 - External workflow (email-based, not system-based)
- C. Fire Department strongly advocated for:
 - Complete submittal checklists
 - A single, centralized review platform
- D. County Fire is transitioning to Tyler systems and Bluebeam for plan review

– General Reform Themes Identified by Staff

- A. Predictability over speed: Staff want fewer surprises rather than rushed timelines.
- B. Front-loaded clarity: The more applicants know at the start, the faster approvals move.

STAKEHOLDER INTERVIEW SUMMARY

- C. Technology as an enabler, not a barrier: Must accommodate both digital and walk-in users.
- D. Consistency across departments: Unified standards reduce internal and external friction.

– Potential Reform Tools Discussed

A. Internal / Technical Tools

1. Integrated Permitting Software
 - Shared Single platform
 - Eliminates email-based workflows
2. AI-Assisted Plan Review
 - Early detection of zoning/code mismatches
 - Automated completeness checks
3. Centralized Comment & Condition Tracking
 - All review comments attached to the permit and visible to applicants
 - Reduces redundant staff communication
4. Standardized Intake Protocols
 - “Complete application” screening before routing to reviewers
5. Digital Plan Review Tools
 - Tyler and Bluebeam transition (County Fire Department)
 - Compatibility with City-selected platform

B. Public-Facing Tools

1. Permit-Specific Submittal Checklists
 - Building permits (patios, room additions, ADUs)
 - Engineering permits (grading, civil improvements)
 - Fire plan requirements (sprinklers, access)
2. Visual Process Guides
 - Step-by-step “how to apply” flowcharts
 - Clear triggers for when additional permits/reviews are required

Project Name:	SRP 2.0 Imperial - Stakeholder Interview Summary Group 2: Engineering Division
Date/Time/Location:	Thursday, March 5, 2026, 10:00 am – 11:00 am, MS Teams
GHD Facilitators:	Brady Woods: Senior Project Manager Kayla Rashad: Planner

STAKEHOLDER INTERVIEW SUMMARY

– Group 2: Engineering Division Participants

Denise Goff: City of Imperial, Engineering Administrative Intake Assistant (~1 year with the City)

– Key Topics of Discussion

A. Current Engineering & Permit Intake Process

- Intake and review process is generally straightforward and functional
- City staff provide significant hands-on assistance to applicants, especially for homeowners and first-time or non-professional applicants
- Applications are not accepted as “complete” until all required documents are submitted, which staff feel helps streamline downstream review

B. Application Completeness & Review Timing Limitations

- Engineering generally follows a 30-day completeness review timeframe, similar to planning
- In practice, timelines vary based on a) emergency utility work (e.g., gas leaks), b) utility company projects (SoCalGas, telecom providers); and c) right-of-way work vs. private property improvements
- Engineering staff often prioritize projects based on urgency and safety, rather than rigid timelines

C. Common Application Deficiencies

- Incomplete or insufficient site plans, including a) missing dimensions, b) lack of scale; and c) inadequate detail
- Applicants often do not understand what a “complete” site plan requires
- Hand drawn plans are still accepted, which can increase review time and require additional follow-up and clarification

D. Applicant Confusion & Pain Points

- How to prepare a site plan
- What level of detail is required
- Where to obtain required documents
- Knowing which professional or consultant they should contact
- Understanding who to talk to within the City for specific questions

E. Interdepartmental Coordination

- Engineering rarely requires approvals from other departments
- Engineering functions largely independently for right-of-way work

F. Technology, Systems, and Workflow Limitations

- No major internal workflow or software barriers identified

STAKEHOLDER INTERVIEW SUMMARY

- Key challenges relate to applicant capability, not City systems: Older residents often struggle with electronic submittals. Some applicants lack email access altogether

– General Reform Themes Identified by Staff

- A. Applicant preparedness is the primary driver of delays
- B. Front-end tools (visual guides, checklists, examples) would:
 - Reduce repeat visits
 - Minimize incomplete submittals
 - Save staff time
- C. Improvements should focus on clarity, not restriction

– Potential Reform Tools Discussed

- A. Visual Application Guides
 1. Step-by-step diagrams showing a) Application flow; and b) Intake-Review-Approval
 2. Particularly helpful for non-professional applicants
- B. Standardized Checklists
 1. Clear, written checklists for a) Encroachment permits, b) Grading permits; and c) ADUs and residential projects
 2. Should include site plan requirements with specific detail expectations
- C. Site Plan Examples
 1. Visual examples of acceptable site plans and required elements (dimensions, scale, setbacks)
- D. Hybrid Submission Support
 1. Maintain both digital and in-person options
 2. Acknowledge limitations of older or less tech-savvy applicants
 3. Clear instructions for using electronic portals like CitizenServe

Project Name:	SRP 2.0 Imperial - Stakeholder Interview Summary Group 3: Imperial Valley Housing Authority (IVHA)
Date/Time/Location:	Wednesday, March 15, 2026, 11:00 am – 11:30 am, MS Teams
GHD Facilitators:	Brady M. Woods: Senior Project Manager

STAKEHOLDER INTERVIEW SUMMARY

– Group 3: Imperial Valley Housing Authority (IVHA)

Kirk Mann – Imperial Valley Housing Authority (Housing Programs / PBV oversight, ≈6 years)

Alex Celis – Imperial Valley Housing Authority, Contract Administrator (≈25 years)

Jesse Garcia – Imperial Valley Housing Authority, Maintenance Supervisor (≈27 years)

Yvonne Cordero – City of Imperial, Associate Planner

– Key Topics of Discussion

A. Housing Authority Engagement in Development

- The Housing Authority currently has limited direct involvement in hands-on project development within the City of Imperial.
- Recent participation has primarily been through project-based vouchers (PBVs) rather than entitlement, permitting, or construction management.
- The most recent City of Imperial project (Imperial Senior Housing) was developer-led, with the City playing a larger role in site preparation (including remediation), and the Housing Authority participating on the subsidy side.

B. City Process Impacts on Affordable Housing

- Participants indicated that City review processes were not perceived as a major barrier on recent projects.
- Delays experienced on past developments were largely attributed to:
 - Federal funding and subsidy layering issues (HUD, Section 202, PBVs).
 - Timing and coordination between multiple funding sources, rather than local entitlement or permit review.
- Overall, City responsiveness was viewed as reasonable, with no significant concerns raised regarding review timelines on recent Imperial projects.

C. Pre-Application Meetings and Ongoing Coordination

- While the Housing Authority has not participated recently in pre-application meetings within Imperial, past experience in other jurisdictions suggests:
 - Pre-application and recurring coordination meetings are generally valuable and informative.
 - Even when meetings occasionally exceed what is strictly necessary for voucher administration, they help maintain alignment across agencies and partners.
- Regular meetings during construction and close-out phases were viewed positively for maintaining clarity and expectations.

D. Process Clarity and Predictability

- The most consistent recommendation from participants was the need for clear, upfront process guidance, including:

STAKEHOLDER INTERVIEW SUMMARY

- A step-by-step outline of required approvals.
- Identification of which approvals must occur before others.
- Clear sequencing to avoid late-stage surprises.
- Participants emphasized that predictability and understanding the path forward is more valuable than simply shortening timelines.

E. Financing Considerations and City Awareness

- Participants noted that affordable housing projects often face complex and rigid funding schedules, particularly when layered financing is involved.
- Coordination issues more commonly arise between funding agencies, not between developers and the City.

F. Flexibility and Relief Mechanisms

- Participants expressed interest in clearer guidance around:
 - Whether minor waivers or administrative relief (e.g., small parking shortfalls) may be available.
 - How such requests differ from formal variances.
 - When and how applicants should pursue relief options.
- One potential opportunity identified:
 - Deferring impact fees or certain City fees until Certificate of Occupancy, as is done in some other jurisdictions, could improve project feasibility without compromising City oversight.

– General Reform Themes Identified by Participants

- A. Front-loaded clarity: Applicants benefit from knowing requirements, sequencing, and constraints early.
- B. Predictability over speed: Clear processes reduce late-stage complications.
- C. User-friendly guidance: Visual guides, flowcharts, and plain-language explanations support better applications.
- D. Alignment with financing realities: Awareness of funding timelines and constraints helps avoid misalignment between approvals and financing commitments.

– Potential Reform Tools Discussed

- A. Public-facing process guides that clearly show entitlement and permit pathways from concept through Certificate of Occupancy.
- B. Simple approval sequence diagrams showing prerequisites and dependencies.
- C. Clear explanations of administrative relief options versus discretionary approvals.
- D. Greater transparency around fee timing and potential deferral policies, where legally permissible.

Project Name:	SRP 2.0 Imperial - Stakeholder Interview Summary Group 4: Private Developers
Date/Time/Location:	Responses submitted via Stakeholder Interview Questionnaire 4/13/2026

STAKEHOLDER INTERVIEW SUMMARY

– Group 4: Private Developers

Daniel Dobron – CEO, Pacific West Development

Andrew Dixon – President/CFO, Pacific West Development

– Key Topics of Discussion

A. Overall Process Performance

- For new projects, early-stage entitlement and planning processes are perceived as slow-moving, with limited follow-up and insufficient urgency, increasing carrying costs and uncertainty.
- For active/ongoing projects, the building permit process functions relatively smoothly once projects are underway, particularly during fee payment and permit issuance.

B. Process Clarity & Communication

- Limited clarity regarding entitlement steps and expected timelines.
- Plan check durations frequently exceed stated or anticipated timeframes, with little proactive notification.
- Difficulty obtaining timely responses from City staff via email, phone, or text, contributing to avoidable project delays and added costs.

C. Timing & Predictability

- Review timelines are viewed as highly unpredictable, especially for new project entitlements and multi-department plan checks.
- Promised review periods are rarely met, reducing confidence in scheduling, financing coordination, and construction planning.
- Respondent emphasized that realistic timelines would be preferable to optimistic estimates that are not achieved.
- Most consistent stall points identified:
 - Entitlement processing
 - Plan check review cycles
 - Planning Commission and City Council approvals, particularly when review timelines shift without notice

D. Housing & Development Impacts

- Long and uncertain approval timelines noted as especially challenging for housing projects, where delays:
 - Increase financing and holding costs
 - Complicate coordination with lenders, investors, and contractors
 - Introduce project risk unrelated to project quality or compliance

STAKEHOLDER INTERVIEW SUMMARY

– General Reform Themes Identified by Participants

- A. Lack of response creates as much delay as formal review.
- B. Knowing how long processes will actually take reduces risk.
- C. Early-stage process clarity would significantly improve applicant confidence and project planning.

– Potential Reform Tools Suggested

- A. City could contract with third-party plan check consultants to clear review schedules.
- B. Improve consistency and accuracy in plan check comments.
- C. More reliable response expectations from City staff.
- D. Clear points of contact during entitlement and review processes.
- E. Realistic entitlement and plan check durations.
- F. Full approval sequences for new projects.



DRAFT RESOLUTION 2026-16

A RESOLUTION OF THE IMPERIAL CITY COUNCIL APPROVING THE COMMUNITY DEVELOPMENT PERMIT STREAMLINING AND OPERATIONAL REPORT

WHEREAS, the Regional Early Action Planning Grant Program of 2021 (“REAP 2.0”) program was established by the California state legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability; and

WHEREAS, REAP 2.0-funded activities are intended to accelerate infill development that facilitate housing supply, choice, and affordability; affirmatively further fair housing; and reduce vehicle miles traveled; and

WHEREAS, the City of Imperial Community Development Department was awarded a technical assistance grant through the 2021 REAP 2.0 Grant Program administered by the Southern California Association of Governments; and

WHEREAS, the Community Development Permit Streamlining and Operational Report and entitlement guides were formulated to meet the REAP 2.0 program objectives; and

WHEREAS, the grant supports the development of a regulatory framework to enhance the accessibility of permitting review processes, align permitting practices with State housing law, and improve process clarity by implementing entitlement visual guides; and

WHEREAS, upon analyzing the information presented, the City Council recommends approval of the City of Imperial Community Development Permit Streamlining Report and Operational Report and its findings.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Imperial, this 3rd day of June, 2026.

IDA OBESO-MARTINEZ,
MAYOR

ATTEST:

KRISTINA SHIELDS, CITY CLERK
CITY OF IMPERIAL

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2026-16 was duly adopted at a meeting of the Imperial City Council at its meeting held on the 3rd day of June, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affixed the official seal of the City of Imperial, California, on June 3, 2026.

KRISTINA SHIELDS, CITY CLERK
CITY OF IMPERIAL



City Council STAFF REPORT

Document ID: 2026-290

Category: Action Item

Department: City Manager's Office
Department Head: Dennis H. Morita, City Manager
Meeting Date: June 3, 2026

SUBJECT:

AWARD OF CONTRACT FOR CITY APARTMENTS REMODEL PROJECT

BACKGROUND:

The City of Imperial was previously awarded funds through the Permanent Local Housing Allocation Program (PLHA) for improvements to the 6th Street/H Street apartments. The first project was the replacement of all windows of the ten (10) unit apartment complex, replacing 44 windows in total. On April 8, 2026, the City of Imperial released an Invitation to Bid, calling for proposals for the renovation of kitchens and bathrooms at the City Apartments. Upon posting for six (6) weeks and completion of the competitive bid process, the City received a total of 3 bids as follows:

Busted Knucklez Construction - \$302,568.20

LZ Construction – 429,500.00

Top Builders Construction – 363,324.90The city also received one late submission, to be returned unopened to the submitter.

FISCAL IMPACT:

\$332,825.02 PLHA grant funds, total available funds: \$354,964.00. (Account: 54-865-5210)

REQUESTED ACTION:

Staff requests that the City Council award this project to Busted Knucklez Construction and authorize the City Manager to execute all required documentation.

CITY MANAGER RECOMMENDATION:

Approve as requested.

Attachments:

1. 2026-03 Bid Opening Summary
2. 2026-03 Bid Sheet (Busted Knuckles)
3. Invitation to Bid Packet 2026-03



BID OPENING FORM

City Apartments Remodel

Bid No. 2026-03

Received by: Aimee Osuna

Bid Opening Location: 400 S. Imperial Ave, Suite 102 **on:** May 21, 2026 2 p.m.

Opened By: Aimee Osuna, Assistant City Clerk

Witnessed by:

Signature

THOMAS GARCIA

[Signature]

Company

Combined Total
Project A+B

Bid Bond

Top Builders Construction

363,324.90

✓

Busted knucklez Co.

302,568.20

✓

LZ construction

429,500.00

✓

Bids were given to Thomas Garcia for study and
recommendation for City Council.

5/21/24
Date

City Clerk's Bid Sheet

Bid Opening Date: May 21, 2026 **Time:** 2pm **Bid No:** 2026-03
Project: City Apartments Remodel Project

Contractor Name	Bid Bond	Project A	Project B	Project A&B
TOP Builders Const.	✓	190,758.00	172,563.90	363,321.90
Bustedknuckles Construction	✓			302,568.20
LZ Construction	✓	218,000.00	211,500.00	429,500.00

Total Addendums – 2
 List of Subcontractors - 19
 Bid Bond - 21
 Total bid amount – 26
 Bids Opened by: Aimee Osuna

CITY OF IMPERIAL

PROPOSAL BID SHEET Page 1 of 2

CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
 (Project A & B Combined Proposal)
 KITCHEN/BATHROOM REMODEL PROPOSAL/BID FORM

DESCRIPTION (Kitchen Project A)	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Kitchen fixtures and materials	10	Lump Sum	16,842.30
Replacement:			
Kitchen Sink, plumbing drainage and faucets.	10	1,480.00	14,800.00
Kitchen Cabinets	10	4,118.16	41,181.60
Kitchen Countertops	10	2,497.25	24,972.50
Kitchen Range Hood	10	1,087.25	10,872.50
Kitchen Flooring	10	3,495.41	34,954.10
Kitchen Lighting and hardware	10	1,616.33	16,163.30
Hardware, Caulk and Material	10	Lump Sum	2,370.80
Drywall Repair and Paint	10	Lump Sum	9,709.00
Installation and finishing work	10	Lump Sum	5,000.00

DESCRIPTION (Bathroom Project B)	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Bathroom fixtures and materials	10	Lump Sum	14,000.00
Replacement:			
Vanity and Sink, to include plumbing, drainage and faucets.	10	764.35	7,643.50
Bathroom Mirror	10	100.00	1,000.00

Bathroom shower/tub to include plumbing, drainage and faucets.	10	1,700.00	17,000.00	
Bathroom Flooring	10	3,115.00	31,150.00	
Bathroom Lighting	10	1,428.00	14,280.00	
Bathroom Exhaust Hood		780.00	7,800.00	
Hardware, Caulk and Material	10	Lump Sum	2,370.80	
Drywall Repair and Paint	10	Lump Sum	25,457.80	
Installation and finishing work	10	Lump Sum	5,000.00	
Permits and City Business License				

Total (Combined Projects A &B) Bid Price	\$ 302,568.20	
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CITY OF IMPERIAL
PROPOSAL BID SHEET Page 3 of 3
FOR
CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
(Project A & B Combined Proposal)
KITCHEN/BATHROOM REMODEL PROPOSAL/BID FORM

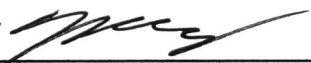
NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS) 302,568.20

TOTAL AMOUNT OF BID PROPOSAL (WORDS) Three thousand
Three thousand two hundred sixty-eight and 20/100

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Thomas Z Gomez Jr  760-425-0487
Bidder's Name and Telephone Number

CITY OF IMPERIAL
Imperial, California

**CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR
CITY APARTMENTS REMODEL PROJECT
BID NO. 2026-03**

*Funding Source:
Permanent Local Housing Allocation Program (PLHA)
Local City Apartment Funds*



City of Imperial
City Manager's Office
420 S. Imperial Ave Imperial, CA 92251
(760) 355-5302 | www.Cityofimperial.org

KEY DATES (Subject to Change):

Issue Date:	April 08, 2026
Non-Mandatory Site Visit:	April 30, 2026 (8:30am PST)
Deadline for Questions:	May 08, 2026 (2:00pm PST)
Proposal Due Date:	May 21, 2026 (2:00pm PST)
Bid Opening:	May 21, 2026 (2:00pm PST)

APRIL 2026

CITY OF IMPERIAL

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BID NO. 2026-03

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**CITY OF IMPERIAL
NOTICE INVITING SEALED BIDS
CITY APARTMENTS REMODEL PROJECT
BID NO. 2026-03**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of 2:00 P.M. on Thursday, May 21, 2026. On Thursday, May 21, 2026, at 2:00 P.M. the City will publicly open and read aloud all bids properly received. A bid summary will then be prepared and posted. A Non-Mandatory Pre-Bid meeting, followed by a project site walk, will be conducted at 8:30 A.M. on Thursday April 30, 2026 at 420 South Imperial Avenue, Imperial, CA.

CITY APARTMENTS REMODEL PROJECT scope of work is as follows:

Remodeling services for City owned 10-unit apartment complex. The City intends to solicit bids/pricing for the following scopes of work:

•Kitchen Remodel •Bathroom Remodel •Combined Kitchen and Bathroom Remodel

The work includes interior remodeling of kitchens and bathrooms in City-owned apartment units, including but not limited to demolition, cabinetry, countertops, fixtures, plumbing, electrical, lighting, finishes, and associated work.

Respondents may submit proposals for projects individually (Project A–Kitchen Remodel) (Project B–Bathroom Remodel), or as combined project (Combined Project A&B-Kitchen/Bathroom Remodel). The project may be awarded as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen+ Bathroom Remodel), based on the lowest responsible bidder, subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

Project A – Kitchen Remodel

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this RFP are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
 - a) Kitchen Cabinets
 - i) Install new factory-finished cabinets (minimum KCMA-certified), plywood boxes or equal, soft-close hardware, moisture-resistant construction where adjacent to wet areas.
 - b) Kitchen Countertops
 - i) Install countertops (laminated/solid surface) with seamless backsplashes at height. Provide edge profiles and sealing per manufacturer.
 - c) Kitchen Plumbing
 - i) Replace sink, faucet (low-flow compliant), traps, supply lines; verify dishwasher connections; replace shut-off valves. Pressure test and code compliance.
 - d) Kitchen Electrical
 - i) Provide GFCI outlets, dedicated circuits as required, LED ceiling fixture, appliance receptacles per code.
 - e) Kitchen Flooring
 - i) Install new vinyl plank flooring with moisture barrier and transitions. Cove base where required.

- ii) Slip-resistant; water-resistant; low-maintenance.
- f) Kitchen Range Hood, verify clearance and ventilation
- 8) Cap and caulk will match color of new cabinets and walls
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
 - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
 - b) Caulk and seal per spec.
- 10) Contractor to field verify all work.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

Project B – Bathroom Remodel

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
 - a) Bathroom Waterproofing
 - i) Provide ANSI A1 18.10-compliant waterproofing membranes for wet areas. Coordinate with tile backer (cement board) and manufacturer's system.
 - b) Bathroom Plumbing
 - i) Replace toilet (WaterSense)
 - ii) Sink and drainage, faucet (low-flow)
 - iii) Tub/shower valve and trim, drain assemblies, showerhead.
 - iv) New shut-offs, pressure testing.
 - c) Bathroom **Shower/Tub Enclosure** (Tile & Finishes)
 - i) Install tile to specified pattern (walls/floor).
 - ii) Provide grout per spec (epoxy or polymer - modified as specified).
 - iii) Tub, slopes to drains; expansion joints.
 - iv) Tile ceramic or porcelain, minimum 3"x6" or 12"x24" formats; water-resistant backer, mold-resistant grout; appropriate waterproofing membrane.
 - d) Bathroom Vanity & Tops
 - i) Install new vanity cabinet and countertop (solid surface/laminate). Provide mirror and accessories.
 - e) Bathroom Flooring
 - i) Install new vinyl plank flooring with waterproof underlayment. Base per spec.
 - ii) Slip-resistant; water-resistant; low-maintenance.
 - f) Bathroom Electrical
 - i) Install GFCI outlet(s)
 - ii) Install LED ceiling light with vacancy switch (as per code)
 - iii) Install exhaust fan (sone rating ≤ 50 CFU)
 - iv) Switches for lighting and fan separate circuit.
 - v) Verify dedicated circuits as required.
- 8) Cap and caulk will match colors of new bathroom cabinets and walls.
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
 - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
 - b) Caulk and seal per spec.

- 10) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

All products must be new, free from defects, and suitable for heavy-use residential environments. All material options must be comparable in cost, appearance, quality, and performance.

The Contractor shall provide City with a minimum of two (2) to three (3) options for all finished material associated with the kitchen and bathroom remodel. All required options shall be included as part of the base bid, with no additive or deductive cost differences between the selections. Contractor's base bid shall cover the furnishing and installation of any one (1) of the City's selected options.

The Contractor shall submit two (2) to (3) three equivalent, cost-neutral options for the following finish components:

- Cabinet finishes
- Countertops
- Flooring materials
- Wall tile and **shower/tub surrounds**
- Plumbing fixtures styles and finishes
- Hardware (e.g., cabinet pulls, faucets, towel bars)
- Paint colors (walls, ceilings, and trim)

Each option shall include:

1. Product specifications, including manufacturer, model number, composition, and warranty information.
2. Material samples or digital sample boards, clearly labeled and representative of actual installed appearance.
3. Confirmation of cost neutrality, stating that all proposed options are comparable in price, durability, and availability and can be under the base bid amount.
4. Lead-time verification, ensuring that each option meets the project schedule requirements without delay.

The City will select the preferred finish options after reviewing the contractor's submittals. The Contractor shall not procure materials until receiving written approvals. Any proposed substitution must comply with the project's substitution procedures and receive prior written authorization from the City.

Contractor shall coordinate temporary relocation logistics with the City's designated relocation lead (City staff). Contractor will provide City with a unit-by-unit 3-week look-ahead schedule. City will issue tenant notices. Contractor shall provide minimum 7-day advanced notice to entry and 48-hour confirmation.

Contractor will maintain safe egress; post signage; daily clean-up; dust control and odors; isolate work areas. Contractor will assist in moving and protecting furniture/appliances within units or to designated storage, with protective coverings and inventory.

*The City reserves the right to award:

- a) The Kitchen Remodel (described as Project A-Kitchen Remodel) only,
- b) The Bathroom Remodel (described as Project B-Bathroom Remodel) only, or
- c) The Combined Kitchen + Bathroom Remodel (described as Project A&B Combined Kitchen/Bathroom Remodel).

The project may be awarded as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen + Bathroom Remodel), based on the lowest responsible bidder,

subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

To minimize potential temporary tenant relocation, reduce coordination challenges and limit disruptions to current residents of the fully occupied complex, the City if in its determination to award a combined contract (Kitchen + Bathroom Remodel), the contract will be awarded a single bidder based on the lowest responsible bidder, subject to availability of funding and the best interests of the City.

Please see Appendix A, B and C for more information.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals, as required by the contract documents. Contractor will also be responsible for accurate measurements.

Bid packages (USBs) are available at the City of Imperial City Hall, located at 420 South Imperial Avenue, Imperial, California 92251, upon payment of a \$85.00 non-refundable fee (\$100.00 if mailed). Only those firms that have purchased the bid documents will be provided with any addendums that may be issued for this project prior to the bid opening date.

Any contract entered into pursuant to this notice will incorporate the provisions of State Labor Code of the State of California. Compliance with the higher State prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of Imperial for an amount equal to at least ten percent (10%) of the bid. Such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties to be returned after the contract is awarded. In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the City to ensure performance under the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by the City of the contractor's satisfactory completion of the contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Imperial will retain five percent (5%) of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside:

**CITY CLERK
ATTN: Aimee Osuna, Assistant City Clerk
CITY APARTMENTS REMODEL PROJECT
BID NO. 2026-03**

The Bid Proposal should be delivered no later than 2:00 P.M. on Monday, May 21, 2026, addressed as follows:

**City of Imperial, City Hall – City Clerk
420 S. Imperial Avenue, Imperial, CA 92251**

Questions concerning the proposal should be directed to Cody Burch, Fleet and Facilities Supervisor via email: cburch@imperial.ca.gov. Questions should be received no later than 2:00 P.M. Friday, May 8, 2026.

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date Bid Proposals are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum. The City will not consider proposals received after the specified time and date. This bid proposal does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof. Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

CITY OF IMPERIAL
INSTRUCTIONS TO BIDDERS
FOR
CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03

PROPOSAL FORMS

Bids shall be submitted in writing on the Bid Proposal forms provided by the CITY, all forms must be filled and initialed. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid proposal not meeting these requirements and/or not submitting all forms requested herein.

Bidders may bid:

- a) Kitchen Remodel only,
- b) Bathroom Remodel only,
- c) Both Kitchen Remodel only and Bathroom Remodel only, and/or
- d) Combined Kitchen + Bathroom Remodel.

Each bid amount stands independently and is binding, the City reserves the right to reject any or all bids.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guaranties within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all unit prices and bid amounts will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified.

This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall, by such action, thereby agree to each and all of the

terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of the contract, if made, will be to the lowest responsible Bidder, described below, as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class B Contractors License, as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

The City may award the project as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen + Bathroom Remodel), based on the lowest responsible bidder, subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

To minimize potential temporary tenant relocation, reduce coordination challenges and limit disruptions to current residents of the fully occupied complex, the City if in its determination to award a combined contract (Kitchen + Bathroom Remodel), the contract will be awarded to a single bidder based on the lowest responsible bidder, subject to availability of funding and the best interests of the City.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be

considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code, which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure performance under the contract.

At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is one hundred dollars (\$100.00).

CITY OF IMPERIAL
BID PROPOSAL
For
CITY APPARTMENTS REMODEL PROJECT

BID NO. 2026-03

TO CITY OF IMPERIAL, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids," the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Contract Documents and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED: _____, 2026

BIDDER: _____

BIDDER'S ADDRESS:

BY: _____

TITLE: _____

TELEPHONE #: _____

FAX #: _____

BIDDER 'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CONTRACTOR 'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number:_____

DIR No#: _____

Name of Individual Contractor (Print or type):_____

Signature of Owner:_____

Business Address:_____

Or

Name of Firm:_____

Business Address:_____

Name:_____ Title:_____

Address:_____

Or

Name of Corporation:_____

Corporation Address:_____

Corporation organized under the laws of the State of_____

Signature of President of Corporation

Signature of Secretary of Corporation

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor Is Licensed	Specific License of No.	Address Office Mill/Shop	Percent of Total Contract	Description of Subcontract
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REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

CITY OF IMPERIAL BID BOND

CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____,
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal
sum of _____
dollars (\$_____), which is ten percent (10%) of the total amount bid by
BIDDER to the CITY for the above-stated project, for the payment of which sum, BIDDER
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise, it shall remain in full force
and effect in favor of AGENCY.

WITNESS our hands this ____ day of _____, 2025.

(seal)

CONTRACTOR (CORPORATION) – TYPE

By: _____
President

By _____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public _____

(Page 1 of 2)

SURETY'S NAME-TYPE

Mailing Address_____

By:_____ Name

Title_____

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public _____

(seal)

(Page 2 of 2)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) SS

being first duly sworn deposes and says that he is _____ (sole owner, a partner, president, etc.) of _____ the party making the foregoing bid; that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or a sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public _____

CITY OF IMPERIAL

PROPOSAL BID SHEET Page 1 of 2

CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
(Project A)
KITCHEN REMODEL PROPOSAL/BID FORM

DESCRIPTION	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Kitchen fixtures and materials	10	Lump Sum	
Replacement:			
Kitchen Sink, plumbing drainage and faucets.	10		
Kitchen Cabinets	10		
Kitchen Countertops	10		
Kitchen Range Hood	10		
Kitchen Flooring	10		
Kitchen Lighting and hardware	10		
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	
Permits and City Business License			
Total (Project A) Bid Price			\$

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 2 of 2
FOR
CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-06
(Project A)
KITCHEN REMODEL PROPOSAL/BID FORM

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS)_____

TOTAL AMOUNT OF BID PROPOSAL (WORDS)_____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

CITY OF IMPERIAL

PROPOSAL BID SHEET Page 1 of 1

CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
(Project B)
BATHROOM REMODEL PROPOSAL/BID FORM

DESCRIPTION	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Bathroom fixtures and materials	10	Lump Sum	
Replacement:			
Vanity and Sink, to include plumbing, drainage and faucets.	10		
Bathroom Mirror	10		
Bathroom shower/tub to include plumbing, drainage and faucets.	10		
Bathroom Flooring	10		
Bathroom Lighting	10		
Bathroom Exhaust Hood	10		
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	
Permits and City Business License			
Total (Project B) Bid Price			\$

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 2 of 2
FOR
CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
(Project B)
BATHROOM REMODEL PROPOSAL/BID FORM

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS)_____

TOTAL AMOUNT OF BID PROPOSAL (WORDS)_____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

CITY OF IMPERIAL

PROPOSAL BID SHEET Page 1 of 2

CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
 (Project A & B Combined Proposal)
 KITCHEN/BATHROOM REMODEL PROPOSAL/BID FORM

DESCRIPTION (Kitchen Project A)	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Kitchen fixtures and materials	10	Lump Sum	
Replacement:			
Kitchen Sink, plumbing drainage and faucets.	10		
Kitchen Cabinets	10		
Kitchen Countertops	10		
Kitchen Range Hood	10		
Kitchen Flooring	10		
Kitchen Lighting and hardware	10		
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	

DESCRIPTION (Bathroom Project B)	QUANTITY	UNIT PRICE (per apartment)	TOTAL PRICE
Removal and Disposal of existing Bathroom fixtures and materials	10	Lump Sum	
Replacement:			
Vanity and Sink, to include plumbing, drainage and faucets.	10		
Bathroom Mirror	10		

Bathroom shower/tub to include plumbing, drainage and faucets.	10		
Bathroom Flooring	10		
Bathroom Lighting	10		
Bathroom Exhaust Hood			
Hardware, Caulk and Material	10	Lump Sum	
Drywall Repair and Paint	10	Lump Sum	
Installation and finishing work	10	Lump Sum	
Permits and City Business License			

Total (Combined Projects A &B) Bid Price	\$
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CITY OF IMPERIAL
PROPOSAL BID SHEET Page 3 of 3
FOR
CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03
(Project A & B Combined Proposal)
KITCHEN/BATHROOM REMODEL PROPOSAL/BID FORM

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS)_____

TOTAL AMOUNT OF BID PROPOSAL (WORDS)_____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

BID PROPOSAL (s)

IN WITNESS WHEREOF, BIDDER executes and submits the attached bid proposal(s) with the names, titles, hands, and seals of all forenamed principals this ___ day of _____, 2026.

Bidder: _____

By: _____

Title: _____

Subscribed and sworn to this _____ day of _____, 2026.

NOTARY PUBLIC _____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

**CITY OF IMPERIAL
CONSTRUCTION SERVICES AGREEMENT
(Agreement Example)**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and effective, by and between the City of Imperial, a municipal corporation ("AGENCY"), and [insert contractor name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in this Agreement and shall furnish all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications and Contract Documents. Contractor will also be responsible for accurate measurements.

CITY APARTMENTS REMODEL PROJECT scope of work is as follows:

Remodeling services for a 10-unit apartment complex, to include remodel of bathrooms and kitchens of all 10 units (apartments). The work includes interior remodeling of kitchens and bathrooms in City-owned apartment units, including but not limited to demolition, cabinetry, countertops, fixtures, plumbing, electrical, lighting, finishes, and associated work.

Work will occur in occupied property. Contractor shall provide unit-by-unit schedule, maintain daily communication protocol and coordinate with City staff on relocation efforts and other tenant concerns.

Project A – Kitchen Remodel

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing cabinets, countertops, sink/faucet, flooring, lighting fixtures and damaged drywall.
- 5) Inspection of structural components to identify and make necessary repairs, to plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
 - a) Kitchen Cabinets
 - i) Install new factory-finished cabinets (minimum KCMA-certified), plywood boxes or equal, soft-close hardware, moisture-resistant construction where adjacent to wet areas.
 - b) Kitchen Countertops
 - i) Install countertops (laminante/solid surface) with seamless backsplashes at height. Provide edge profiles and sealing per manufacturer.
 - c) Kitchen Plumbing
 - i) Replace sink, faucet (low-flow compliant), traps, supply lines; verify dishwasher connections; replace shut-off valves. Pressure test and code compliance.
 - d) Kitchen Electrical
 - i) Provide GFCI outlets, dedicated circuits as required, LED ceiling fixture, appliance receptacles per code.

- e) Kitchen Flooring
 - i) Install vinyl floor planks with moisture barrier and transitions. Cove base where required.
 - ii) Slip-resistant; water-resistant; low-maintenance.
- f) Kitchen Range Hood, verify clearance and ventilation
- 8) Cap and caulk will match color of new cabinets and walls
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
 - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
- 10) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

Project B – Restroom/Bathroom Remodel

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials.
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
 - a) Bathroom Waterproofing
 - i) Provide ANSI A1 18.10-compliant waterproofing membranes for wet areas. Coordinate with tile backer (cement board) and manufacturer's system.
 - b) Bathroom Plumbing
 - i) Replace toilet (WaterSense)
 - ii) Sink and drainage, faucet (low-flow)
 - iii) Tub/shower valve and trim, drain assemblies, showerhead.
 - iv) New shut-offs, pressure testing.
 - c) Bathroom **Shower/Tub Enclosure** Tile & Finishes
 - i) Install tile to specified pattern (walls/floor).
 - ii) Provide grout per spec (epoxy or polymer - modified as specified).
 - iii) Shower pan, slopes to drains; expansion joints.
 - iv) Tile ceramic or porcelain, minimum 3"x6" or 12"x24" formats; water-resistant backer, mold-resistant grout; appropriate waterproofing membrane.
 - d) Bathroom Vanity & Tops
 - i) Install new vanity cabinet and countertop (laminated/solid surface). Provide mirror and accessories.
 - e) Bathroom Flooring
 - i) Install (Tile/LVT) with waterproof underlayment. Base per spec.
 - ii) Slip-resistant; water-resistant; low-maintenance.
 - f) Bathroom Electrical
 - i) Install GFCI outlet(s)

- ii) Install LED ceiling light required
 - iii) Install exhaust fan (sone rating ≤ 50 CFU)
 - iv) Vacancy switches on separate circuit as required.
 - v) Verify dedicated circuits as required.
- 8) Cap and caulk will match colors of new bathroom features and walls.
 - 9) Repair drywall where needed as per new bathroom redesign.
 - 10) Painting of new drywall and other appropriate areas worked on.
 - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City
 - 11) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
 - 12) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
 - 13) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

All products must be new, free from defects, and suitable for heavy-use residential environments. All material options must be comparable in cost, appearance, quality, and performance.

The Contractor shall provide City with a minimum of two (2) to three (3) options for all finished material associated with the kitchen and bathroom remodel. All required options shall be included as part of the base bid, with no additive or deductive cost differences between the selections. Contractor's base bid shall cover the furnishing and installation of any one (1) of the City's selected options.

The Contractor shall submit two (2) to three (3) equivalent, cost-neutral options for the following finish components:

- Cabinet finishes
- Countertops
- Flooring materials
- Wall tile and shower/tub surrounds
- Plumbing fixtures styles and finishes
- Hardware (e.g., cabinet pulls, faucets, towel bars)
- Paint colors (walls, ceilings, and trim)

Each option shall include:

1. Product specification, including manufacturer, model number, composition, and warrant information.
2. Material samples or digital sample boards, clearly labeled and representative of actual installed appearance.
3. Confirmation of cost neutrality, stating that all proposed options are comparable in price, durability, and availability and can be under the base bid amount.
4. Lead-time verification, ensuring that each option meets the project schedule requirements without delay.

The City will select the preferred finish options after reviewing the contractor's submittals. The Contractor shall not procure materials until receiving written approvals. Any proposed substitution must comply with the project's substitution procedures and receive prior written authorization from the City.

Contractor shall coordinate temporary relocation logistics with the City's designated relocation lead (City staff). Contractor will provide City with a unit-by-unit 3-week look-ahead schedule. City will issue tenant notices. Contractor shall provide minimum 7-day advanced notice for entry and 48-

hour confirmation.

Contractor will maintain safe egress; post signage; daily clean-up; dust control and odors; isolate work areas. Contractor will assist in moving and protecting furniture/appliances within units or to designated storage, with protective coverings and inventory.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice to

Proceed from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **One hundred eighty (180) consecutive calendar days**.

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of

_____ (\$____.00).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld

by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

VII. PREVAILING WAGES

- A. In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of The City of Imperial has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of

Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

X. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XI. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim, or demand will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sub limits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees, or subcontractors.

CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on

behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIII. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and

qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____, is authorized to act for and bind the corporation.

XV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVI. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different

materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

- B. Upon receipt of said notification, the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of five hundred dollars (\$500.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section II of this AGREEMENT for Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

XVIII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement,

and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XIX. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Invitation for Bids/Advertisement.
- 6.2 Proposal Requirements.
- 6.3 General Conditions
- 6.4 Supplemental General Conditions (State)
- 6.5 Specifications
- 6.6 Special Provisions
- 6.7 Proposal Bid Form(s)
- 6.8 Bid Bond
- 6.9 Proposal Agreement
- 6.10 Agreement
- 6.11 Faithful Performance Bond
- 6.12 Labor and Material Bond
- 6.13 Workers' Compensation Insurance Certification
- 6.14 Subcontractor's Listing
- 6.15 Noncollusion Affidavit
- 6.16 Drug and Alcohol Testing Requirements
- 6.17 Corporate Certification or Partnership Information
- 6.18 Contractor's Certification of Qualification for License Classification

All of the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

The Contract Documents may only be amended by Change Order as provided in section 1-20 of the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

XX. ENTIRE CONTRACT

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR

[Name of Contractor]

By: _____

Title: _____

Date: _____

AGENCY

City of Imperial

By: _____

Dennis H. Morita, City Manager

Date: _____

ATTEST:

Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF IMPERIAL (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____,

_____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial in the sum of _____ Dollars (\$ _____)

said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this _____ day of _____, 2026.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year 2026, before me,
_____, a Notary Public in and
for said State, personally appeared _____
_____, known to me to be the person whose name is subscribed to the within
instrument as the Attorney-in-Fact of the _____
_____ (Surety) thereto and his
own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires:_____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Imperial (sometimes referred to hereinafter as "Obligee") has awarded to (hereinafter designated as the "Contractor"), an agreement dated _____, described as follows:

CITY APARTMENTS REMODEL PROJECT
BID NO. 2026-03

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____,
the undersigned Contractor, as Principal; and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as Surety,
are held and firmly bound unto the City of Imperial and to any and all persons, companies or
corporations entitled to file stop notices under Section 3181 of the California Civil Code, in
the sum of _____
Dollars (\$ _____), said sum
being not less than one hundred percent (100%) of the total amount payable by the said
Obligee under the terms of the said Contract, for which payment will and truly to be made,
we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Sub-contractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an

attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this
_____ day of _____, 2026.

PRINCIPAL/CONTRACTOR:

By:_____

SURETY: _____

By:_____

Attorney-in-Fact

The rate of premium on this bond _____ is per thousand.

The total amount of premium charged: \$ _____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this _____ day of _____, in the year 2026, before me,
_____, a Notary Public in and
for said State personally appeared _____
_____, known to me to be the person whose name is subscribed to the within
instrument as the Attorney-in-Fact of the _____ (Surety) and
acknowledged to me that he subscribed the name of the _____
_____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires:_____

Note: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

GENERAL LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____

Policy Number: _____

2. Policy Term: (From) _____ (To) _____

Endorsement Effective Date: _____

3. Named Insured: _____

4. Address of Named Insured: _____

5. Limit of Liability Any One Occurrence/Aggregate:

\$ _____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

\$ _____

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002 _____

Commercial General Liability "Occurrence" form CG0001 _____

8. Bodily Injury and Property Damage Coverage is: _____ "occurrence"

Note: The City of Imperial standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project: _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____
Policy Number: _____
2. Policy Term: (From) _____ (To) _____
Endorsement Effective Date: _____
3. Named Insured: _____
4. Address of Named Insured: _____
5. Limit of Liability Any One Occurrence/Aggregate
\$ _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

(a) be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone)

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE
OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance Company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

WORKER ' S COMPENSATION/EMPLOYERS
LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company: _____

Policy Number: _____

2. Effective Date of This Endorsement: _____

3. Named Insured: _____

4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE
OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

CITY OF IMPERIAL
GENERAL SPECIFICATIONS
FOR
CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03

SCOPE OF WORK

CITY APARTMENTS REMODEL PROJECT scope of work is as follows:

Remodeling services for City owned 10-unit apartment complex. The City intends to solicit bids/pricing for the following scopes of work:

•Kitchen Remodel •Bathroom Remodel •Combined Kitchen and Bathroom Remodel

The work includes interior remodeling of kitchens and bathrooms in City-owned apartment units, including but not limited to demolition, cabinetry, countertops, fixtures, plumbing, electrical, lighting, finishes, and associated work.

Respondents may submit proposals for projects individually (Project A–Kitchen Remodel) (Project B–Bathroom Remodel), or as combined project (Combined Project A&B–Kitchen/Bathroom Remodel). The project may be awarded as a single project (Kitchen Remodel or Bathroom Remodel), or as one combined contract (Kitchen+ Bathroom Remodel), based on the lowest responsible bidder, subject to availability of funding and the best interests of the City. Each bid amount stands independently and is binding.

Project A – Kitchen Remodel

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this RFP are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
 - a) Kitchen Cabinets
 - i) Install new factory-finished cabinets (minimum KCMA-certified), plywood boxes or equal, soft-close hardware, moisture-resistant construction where adjacent to wet areas.
 - b) Kitchen Countertops
 - i) Install countertops (laminante/solid surface) with seamless backsplashes at height. Provide edge profiles and sealing per manufacturer.
 - c) Kitchen Plumbing
 - i) Replace sink, faucet (low-flow compliant), traps, supply lines; verify dishwasher connections; replace shut-off valves. Pressure test and code compliance.
 - d) Kitchen Electrical

- i) Provide GFCI outlets, dedicated circuits as required, LED ceiling fixture, appliance receptacles per code.
- e) Kitchen Flooring
 - i) Install vinyl floor planks with moisture barrier and transitions. Cove base where required.
 - ii) Slip-resistant; water-resistant; low-maintenance.
- f) Kitchen Range Hood, verify clearance and ventilation
- 8) Cap and caulk will match color of new cabinets and walls
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
 - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
 - b) Caulk and seal per spec.
- 10) Contractor to field verify all work.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

Project B – Bathroom Remodel

- 1) Advising clients on material recommendations and options to maximize energy efficiency, while enhancing the aesthetic value.
- 2) Obtaining all necessary permits and ensuring work complies with building codes.
- 3) Implementing security measures on the job site to prevent theft, trespass, and damage.
- 4) Prep interior and exterior of site as needed, General Demolition to include removal and proper disposal of existing materials (inside & outside).
- 5) Inspection of structural components to identify and make necessary repairs, to include plumbing, structural framing and electrical.
- 6) Inspection and proper measurement, dimensions listed in this invitation to bid are approximate for reference only.
- 7) Fitting and installation of new fixtures, to include:
 - a) Bathroom Waterproofing
 - i) Provide ANSI A1 18.10-compliant waterproofing membranes for wet areas. Coordinate with tile backer (cement board) and manufacturer's system.
 - b) Bathroom Plumbing
 - i) Replace toilet (WaterSense)
 - ii) Sink and drainage, faucet (low-flow)
 - iii) Tub/shower valve and trim, drain assemblies, showerhead.
 - iv) New shut-offs, pressure testing.
 - c) Bathroom **Shower/Tub Enclosure** Tile & Finishes
 - i) Install tile to specified pattern (walls/floor).
 - ii) Provide grout per spec (epoxy or polymer - modified as specified).
 - iii) Shower pan/tub, slopes to drains; expansion joints.
 - iv) Tile ceramic or porcelain, minimum 3"x6" or 12"x24" formats; water-resistant backer, mold-resistant grout; appropriate waterproofing membrane.
 - d) Bathroom Vanity & Tops
 - i) Install new vanity cabinet and countertop (solid surface/laminate). Provide mirror and accessories.

- e) Bathroom Flooring
 - i) Install (Tile/LVT) with waterproof underlayment. Base per spec.
 - ii) Slip-resistant; water-resistant; low-maintenance.
- f) Bathroom Electrical
 - i) Install GFCI outlet(s)
 - ii) Install LED ceiling light
 - iii) Install exhaust fan (sone rating ≤ 50 CFU)
 - iv) Switches.
 - v) Verify dedicated circuits as required.
- 8) Cap and caulk will match colors of new bathroom cabinets and walls.
- 9) Drywall repair, Painting of new drywall and other areas appropriate areas worked on.
 - a) Walls/ceiling/trim: low-VOC; washable eggshell/satin for walls; semi-gloss for trim/doors; color options coordinated with the City.
 - b) Caulk and seal per spec.
- 10) Contractor to field verify all work, ensure fixtures and clearances meet applicable ADA/UFAS/PHAs standards in units are designated accessible.
- 11) Contractor will submit product approval at contract signing with energy rated and warranty documentation (where appropriate) to be submitted prior to final pay request.
- 12) Complete cleanup of the job site, ensuring all debris and materials are removed and the site is left in good condition.

All products must be new, free from defects, and suitable for heavy-use residential environments. All material options must be comparable in cost, appearance, quality, and performance.

The Contractor shall provide City with a minimum of two (2) to three (3) options for all finished material associated with the kitchen and bathroom remodel. All required options shall be included as part of the base bid, with no additive or deductive cost differences between the selections. Contractor's base bid shall cover the furnishing and installation of any one (1) of the City's selected options.

The Contractor shall submit two (2) to three (2) equivalent, cost-neutral options for the following finish components:

- Cabinet finishes
- Countertops
- Flooring materials
- Wall tile and shower/tub surrounds
- Plumbing fixtures styles and finishes
- Hardware (e.g., cabinet pulls, faucets, towel bars)
- Paint colors (walls, ceilings, and trim)

Each option shall include:

1. Product specification, including manufacturer, model number, composition, and warrant information.
2. Material samples or digital sample boards, clearly labeled and representative of actual installed appearance.
3. Confirmation of cost neutrality, stating that all proposed options are comparable in price, durability, and availability and can be under the base bid amount.

4. Lead-time verification, ensuring that each option meets the project schedule requirements without delay.

The City will select the preferred finish options after reviewing the contractor's submittals. The Contractor shall not procure materials until receiving written approvals. Any proposed substitution must comply with the project's substitution procedures and receive prior written authorization from the City.

Contractor shall coordinate temporary relocation logistics with the City's designated relocation lead (City staff). Contractor will provide City with a unit-by-unit 3-week look-ahead schedule. City will issue tenant notices. Contractor shall provide minimum 7-day advanced notice to entry and 48-hour confirmation.

Contractor will maintain safe egress; post signage; daily clean-up; dust control and odors; isolate work areas. Contractor will assist in moving and protecting furniture/appliances within units or to designated storage, with protective coverings and inventory.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals, as required by the contract documents. Contractor will also be responsible for accurate measurements.

LOCATION OF WORK

CITY APARTMENTS REMODEL PROJECT: 101–107 6th Street & 206–212 ½ H Street, Imperial, CA 92251

TIME OF COMPLETION

The Contractor shall complete all work in every detail within One Hundred Eighty (180) Consecutive calendar days after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street and/or sidewalk closures may be made with the prior approval of the City.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with an approximate location of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District: Ernie Benitez, (760) 482-3405
2. Southern California Gas: Joe Montenegro, (760) 352-6100
3. SBC - Telephone Company: Daniel Garcia, (760) 337-3358
4. Time Warner (cable TV): Keith Johnson, (760) 352-8835
5. Imperial County Public Works Department: David Dale, Director, (760) 482-4462
6. City of Imperial Public Services: Jennel Guerrero, (760) 355-3336
7. Community Development Director: Othon Mora, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether

shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

REMOVAL OF WATER / DEWATERING

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for the pipelines shall commence when ground water is first encountered, and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet or more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements. Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the latest edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (The Greenbook).

Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775
<http://www.bnibooks.com>

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Imperial or other governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the higher of the Federal or State general prevailing rate of per diem wages as determined and published by Davis-Bacon or the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the highest of either the federal or state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the contractor without further acknowledgment by the parties.

CITY OF IMPERIAL SPECIAL PROVISIONS

For CITY APARTMENTS REMODEL PROJECT

BID NO. 2026-03

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-1 DEFINITIONS.

City	- City of Imperial
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- ~ Contract Agreement
- ~ Faithful Performance Bond
- ~ Payment Bond
- ~ General Liability Endorsement
- ~ Automobile Liability Endorsement
- ~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 CONTRACT BONDS.

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment

Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-3 PLANS AND SPECIFICATIONS.

2-3.1 General.

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

SECTION 3 - CHANGES IN WORK

3-1 CHANGES INITIATED BY THE AGENCY

3-1.1 General.

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-2 EXTRA WORK

3-2.1 Payment

3-2.2 Markup.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 Test of Materials.

TESTING LABORATORY SERVICES

All test which requires the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field-testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION.

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-2 TIME OF COMPLETION.

6-2.1 General.

The time for completion shall be Forty-Five (45) Consecutive calendar days from the issuance date of the Notice to Proceed.

6-2.2 Working Day.

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City of Imperial Parks Department, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-3 LIQUIDATED DAMAGES.

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,000.00 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dBA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.
7-2.2 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE.

7-3.1 Indemnification.

The Contractor shall indemnify and save harmless the CITY OF IMPERIAL and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability

policy. The policy shall provide for not less than the following amounts;

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each accident
	\$1,000,000	aggregate products and completed operations
Property Damage	\$ 250,000	each accident
		Worker's Compensation

Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend and indemnify the CITY OF IMPERIAL against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The CITY OF IMPERIAL, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF IMPERIAL, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-4 PERMITS.

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Imperial will waive the City's usual encroachment permit fees.

The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed.

7-5 PUBLIC CONVENIENCE AND SAFETY.

7-5.1 Traffic and Access.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-5.2 Storage of Equipment and Materials in Public Streets.

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property.

The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-5.3 Street Closures, Detours, and Barricades.

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

Excavations, overlays and miscellaneous repairs – 36 hours

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. City of Imperial Engineering Division at 355-1152
2. Fire Department at 355-1191
3. Imperial Police Dept. at 355-4327
4. Imperial County Sheriff's Dept. 482-6301
5. Imperial County Public Works Dept. 482-4462

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

7-5.4 Safety.

7-5.4.1 Safety Orders.

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

****Article 6****

Excavations, Trenches and Earthwork

****Article 11****

Traffic Control, Flagmen, Barriers and Warning signs; and

****Article 28 ****

Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-6 PAYROLL RECORDS.

Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 8 - MEASUREMENT AND PAYMENT

8-1 Partial and Final Payment.

The closure date for periodic progress payments will be five (5) working days prior to

the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

8-1.1 Delivered Materials.

is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City.

8-1.2 Dewatering.

is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrating code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

8-1.3 Mobilization.

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL**.

END OF SECTION

EXHIBIT B





City Council **STAFF REPORT**

Document ID: 2026-286

Category: Action Item

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: June 3, 2026

SUBJECT:

- 1. DECLARATION OF IMPERIAL POLICE DEPARTMENT 2018 FORD FUSION AS SURPLUS.**
- 2. AUTHORIZATION OF SALE AND/OR SALVAGE OF ITEMS DECLARED SURPLUS.**

BACKGROUND:

The Imperial Police Department is requesting the Imperial City Council's consideration to declare the Department's current 2018 Ford Fusion as surplus. The vehicle has 46,657 miles and has sustained a catastrophic engine failure. Based on the estimated vehicle value of approximately \$10,753, repair of the engine would not be economically practical. If declared, the Fusion would be sold or auctioned.

FISCAL IMPACT:

None

REQUESTED ACTION:

Approve the declaration of Imperial Police Department 2018 Ford Fusion as surplus.

CITY MANAGER RECOMMENDATION:

Attachments:



City Council **STAFF REPORT**

Document ID: 2026-292

Category: Action Item

Department: Finance
Department Head: Victor Manriquez, Finance Director
Meeting Date: June 3, 2026

SUBJECT:

**EQUIPMENT PURCHASE TO OUTFIT THE NEW PIERCE ENFORCER FIRE ENGINE
FOR THE CITY OF IMPERIAL**

BACKGROUND:

The fire department has conducted a comprehensive equipment inventory of the city's fire engine and ladder truck to determine what additional tools and equipment are necessary for both units to be fully stocked and ready for immediate service. The process included an analysis of what additional new equipment (e.g., KeySecure system and mobile data computer) and equipment replacement (e.g., fire hose, radios, and cardiac monitor) is needed for the new fire engine. Achieving a complete complement of tools and equipment on both city units will be implemented incrementally in additional phases in the next two fiscal years.

FISCAL IMPACT:

Total Purchase up to **\$120,000.** to be covered by Fire Impact Fees. (Fund 64)

REQUESTED ACTION:

Authorize equipment purchase for the new Pierce Enforcer Fire Engine.

CITY MANAGER RECOMMENDATION:

Approve as requested.

Attachments:

1. Equipment Purchase List for E8

Imperial County Fire Department

Request for Engine equipment quote (Engine 8) City of Imperial

QTY	DESCRIPTION	All Star	Curtis	MES	BEST
8	Fire Hose, sections 4" X 100' NH hose	\$ 6,544.00	\$ 5,590.80	\$ 7,896.40	\$ 6,544.00
20	Fire Hose, sections 2.5" X 50' NH, structural	\$ 4,947.00	\$ 6,350.00	\$ 5,678.60	\$ 4,947.00
12	Fire hose, sections of 1.5" X 50' NH, structural	\$ 2,031.00	not quoted	not quoted	\$ 2,031.00
12	Fire Hose, sections of 1" X 100' single jacket	\$ 2,004.00	\$ 2,064.00	\$ 2,996.88	\$ 2,004.00
<i>All star provides the best prices but the 4" hose. For uniformity purposes it is recommended to get all hose from the same vendor</i>					Sub-Total \$ 15,526.00
					Tax \$ 1,204.00
					estimated shipping \$ 800.00
					Grand Total \$ 17,530.00

QTY	DESCRIPTION	Advanced Comr	BK Technolog.	BEST
4	Radios, portable BK dual band with all the accessories and chargers	\$ 15,851.00	\$ 17,858.40	\$ 15,851.00
				sub-total \$ 15,851.00
				tax \$ 1,228.00
				estimated shipping \$ 500.00
				total \$ 17,579.00

QTY		DESCRIPTION	Airwave Communications (soul provider)			
1	Radio, Mobile Kenwood dual band, hardware & installation, tax included			\$ 8,505.13	\$ 8,505.13	
headsets, installation and hardware included					sub-total	\$ 8,505.13
no other local radio installers available					tax	\$ 1,260.00
					total	\$ 9,319.89

QTY		DESCRIPTION		ZOLL Medical Corp. (soul provider)		
1	ALS Monitor			\$ 59,534.00	\$ 59,534.00	
includes batteries, press cuffs, etc..					sub-total	\$ 59,534.00
					estimated tax	\$ 4,700.00
					estimated shipping	\$ 200.00
					total	\$ 64,434.00

QTY	DESCRIPTION	Bound Tree medical equip (soul provider)		BEST
1	Medical suction machine		\$ 870.00	\$ 870.00
1	O2 bottle		\$ 174.00	\$ 174.00
1	O2 regulator		\$ 87.00	\$ 87.00
1	Trauma, Spine Board		\$ 157.00	\$ 157.00
1	Trauma, Traction Splint Device		\$ 135.00	\$ 135.00
1	Rescue, medical O2 bag		\$ 191.00	\$ 191.00
1	Rescue, cervical collar bag		\$ 37.00	\$ 37.00
				sub-total \$ 1,651.00
				tax \$ 129.00
				estimated shipping \$ 200.00
				total \$ 1,980.00

note: the grand total may vary 1k up or down due to tax and shipping calculations variations.

Estimated Grand Total \$ 110,842.89