

**REGULAR
MEETING
MARCH 1, 2023**



Imperial City Council

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

AGENDA

Regular Meeting of the Imperial City Council

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

March 1, 2023

Closed Session at 6:00 pm

Open Session at 7:00 pm

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. If you are unable to participate in-person, and wish to address the City Council on matters within their jurisdiction, please email public comments to cityclerk@cityofimperial.org.
3. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time.
Government Code section 54957.5(b)(2)(B)

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

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

A-1. Public Employee Performance Evaluation (\$54957)

Title: City Manager

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

Roll Call

Pledge of Allegiance

Adjustments to the Agenda

Action Taken in Closed Session

C. Public Appearances:

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

D. Consent Agenda:

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

- D-1.** Approval of Claims and Warrants Report.
- D-2.** Approval of Council Meeting Minutes for
- D-3.** Approval of Continued Emergency Action of Resolution 2022-60 (Declared Emergency at HWY 86 & Aten Rd.)
- D-4.** Approve the Purchase of Maintenance Equipment Part for UV System at Waste Water Plant.
- D-5.** Approve the Replacement of the GAC Filter Media.
- D-6.** Approve the Purchase of Pump Station Maintenance Parts.
- D-7.** Approve the Continued Emergency Action of Resolution 2023-06 (Sink Hole, Skyranch.)

E. Public Hearing: (Discussion/ Action- Recommend/Deny)

- E-1. Subject: Abandonment of Portion of Public Right of Way on “O” Street and between 12th and 13th.**

- 1. Open Public Hearing**
- 2. Staff Report – Public Comment**
- 3. Close Public Hearing**
- 4. Council Discussion**
- 5. Recommended Action:**

1.) Conduct a Public Hearing and Adopt Resolution 2023-06 abandoning a portion of Right of Way on “O” street between 12th street and 13th street.

- E-2. Subject: General Plan Amendment, Zone Change, Subdivision Revision to the Morningstar Tentative Tract Map and Certifying a Negative Declaration.**

- 1. Open Public Hearing**
- 2. Staff Report – Public Comment**
- 3. Close Public Hearing**
- 4. Council Discussion**
- 5. Recommended Action:**

1.) Conduct a Public Hearing and Introduction/1st reading by title only of Ordinance No. 825. Approving the zone change from R-1 (Residential Single Family) to C-1 (Commercial General) within the Morningstar Subdivision.

2.) Conduct a Public Hearing and Adopt Resolution No. 2023-07. Approving a General Plan Amendment Zone Change, Subdivision Revision to the Morningstar Tentative Track Map and Certifying a Negative Declaration for Morningstar Subdivision.

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

F-1. Subject: Request for the Annexation of a Portion of APN 064-020-020 to be Dedicated to Nance Road Right of Way.

1. Approval of request for the annexation of a portion of APN 064-020-020 to be dedicated to Nance road right of way.

F-2. Subject: Bid 2022-03 Shop Tank Recoating

1. Discuss and accept the shop tank recoating project as completed by Simpson Sandblasting & Special Coating, INC. and authorize the filing of notice of completion.

G. Reports

G-1. Department Reports

G-2. City Manager Report

G-3. Mayor and Councilmember Reports

H. Adjournment

H-1. Subject: Adjournment of this Regular Meeting of the City Council is Until the Next Regularly Scheduled Meeting, Wednesday, March 15, 2023, at 7:00 pm.

DATE SUBMITTED 02/22/2023

SUBMITTED BY Public Services

DATE ACTION REQUIRED 03/01/2023

COUNCIL ACTION ()

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Declare Emergency at Hwy 86 & Aten Rd. Continue Emergency Lift Stations 1. Continue Emergency Action of Resolution NO. 2022-60				
DEPARTMENT INVOLVED: Public Services – Waste Water				
BACKGROUND/SUMMARY: After replacing suction lines at three lift stations back in mid- June, Public Services inspected other pump & lift stations and found four other stations needing suction lines removed and replaced. Bracing and supports for these suctions line have also failed and will be replaced, as well. This is critical and considered an emergency repair to continuing to provide sewer collection in the areas of: Sandalwood Glen, Sky Ranch, Cross & Colonia Pump/Lift Stations. If lines continue to fail, these lift stations will not be able to function; each one currently has a failed line and are running at 50%. Public Services is continuing to work with A&R Construction to rectify issues. Most of the repairs have been made. Working to finalize emergency.				
FISCAL IMPACT: TBD	FINANCE INITIALS 			
STAFF RECOMMENDATION: Council continues approval of emergency action	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: <i>approve continuation of emergency repair</i>	CITY MANAGER'S INITIALS 			
MOTION:				
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DATE SUBMITTED

February 22, 2023

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

March 1, 2023

COUNCIL ACTION ()

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: WW
UV System

DISCUSSION/ACTION:

1. Discuss, Approve/Disapprove purchase of maintenance equipment parts for UV System at Waste Water Plant.

DEPARTMENT INVOLVED: Public Services - Waste Water

BACKGROUND/SUMMARY:

Requesting to purchase budgeted parts & items for semi-annual maintenance on UV system for Wastewater Plant.

FISCAL IMPACT: \$37,553.26 – Trojan Technologies Group

100% Maintenance Waste Water – GL: 55-520-5430

FINANCE
INITIALS

STAFF RECOMMENDATION: Approval

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION
QO0003954

Sold to
CITY OF IMPERIAL
420 S. IMPERIAL AVENUE
Imperial CA 92251-1637
UNITED STATES

Ship to
CITY OF IMPERIAL - WWTP
701 EAST 14TH ST
Imperial CA 92251-1130
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com

Payment Terms : 0% / 00 / 30 net

Delivery Terms :

Carrier/LSP :

Internal Sales Rep : Heather Conine

Customer No. : 100003310

Reference :

Quote Date : 02-21-2023

Quote Expiry Date : 03-23-2023

City of Imperial
ATTN Chris Kemp
701 East 14th Street
Imperial, CA 92251
(760) 457-5772

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-ORD LAMP P, GA64T6HE ANGLE BASE	25.00	434.50/	EA	434.50 10,862.50	7.75% 841.84	11,704.34
20	794447-0YW LAMP P, GA64T6HE FLAT BASE	50.00	434.50/	EA	434.50 21,725.00	7.75% 1683.69	23,408.69
30	316136-004 SLEEVE, QTZ UV3+ 28x25x1958	1.00	601.50/	EA	601.50 601.50	7.75% 46.62	648.12
40	327021 SEAL, WIPER UV3+	36.00	13.00/	EA	13.00 468.00	7.75% 36.27	504.27
50	316144P O-RING, SLEEVE SEAL UV3+	5.00	3.00/	EA	3.00 15.00	7.75% 1.16	16.16
60	FREIGHT FREIGHT & HANDLING Freight qt 6912	1.00	1,180.21/	EA	1,180.21 1,180.21	7.75% 91.47	1,271.68
		Goods Costs	33,672.00	Discount Subtotal	0.00 34,852.21	Tax Amount 2,701.05	Total USD 37,553.26



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

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Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



Aquafine



VIQUA

saimes
Filter



Water

DATE SUBMITTED 02/22/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 03/01/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: GAC DISCUSSION/ACTION: Filter Media 1. Discuss, Approve/Disapprove the replacement of the GAC Filter Media				
DEPARTMENT INVOLVED: Public Services - Water				
BACKGROUND/SUMMARY: Requesting to purchase filter media change out for the Carbon Columns that is needed to maintain and lower total organic carbons. \$300,000 was budgeted for this reoccurring maintenance. Last change out was Aug 2022 of \$95,509.00, leaving \$204,491.00.				
FISCAL IMPACT: \$94,400.00 + tax & fees - Calgon Carbon 100% Water – 50-510-5264	FINANCE INITIALS <u>DP</u>			
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>Jaha</u>			
MANAGER'S RECOMMENDATION: <u>Approve</u>	CITY MANAGER'S INITIALS <u>Wtm</u>			
MOTION:				
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February 21, 2023

Robert Emmett
City Of Imperial Chief Water Treatment Operator

RE: Imperial GAC proposal

Dear Mr. Emmett,

Calgon Carbon is pleased to offer a proposal for the turnkey exchange of Granular Activated Carbon for four of the Model 10 GAC vessels located at Imperial CA.

CMR 400 Custom Reactivated Carbon:

Product: CMR Imperial in bulk trailer

Pricing: \$94,400 (\$1.18/lb x 80,000-lb carbon exchange)

Scope of Work:

- Calgon Carbon personnel onsite to perform turnkey carbon exchange
- Removal of spent carbon from four Adsorption Vessel (20,000 lbs each)
- Transport of spent carbon via bulk trailer to Calgon Carbon facility for thermal reactivation
 - Spent carbon shall be reactivated and stored at Calgon Carbon's facility for future reuse at the specific well site from which it was removed
- Delivery of fresh carbon to the well site will be in potable-dedicated trailers
- Installation of fresh CMR carbon into Adsorption Vessel performed by Calgon Carbon.
 - This carbon is currently being stored at Calgon Carbon's facility.
- All transfer equipment (media slurry hoses and connections) shall be provided by Calgon Carbon
- Owner shall be responsible for providing access to the vessels, air compressor for GAC slurry transfers and a clean water source for filling trailer, vessel and for adequate initial backwashing. Additionally, Owner will need to provide drain access for excess water from the slurry transfer process and drain for backwash water or adequate backwash water holding capacity for the initial backwash prior to start-up.

Delivery:

Will be determined at time of order placement.

Notes:

1. Quote is valid for 30 days from the date of this Scope of Supply.
2. This Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase, attached.
3. Pricing provided is exclusive of any Sales Tax.
4. Scope / Pricing do not include any Payment or Performance Bonds.
5. Upon acknowledgement of any Purchase Order; the Buyer may be requested to complete a Credit Application and provide Tax Exemption Documentation if project is Tax Exempt

CARBON SPECIFICATIONS

Product Specification: FILTRASORB 400M	Value	Test Method
Iodine Number (mg/g), min.	1000	ASTM D4607
Moisture, weight %, max.	2	ASTM D2867
Effective size, mm	0.55 – 0.75	ASTM D2862
Uniformity Coefficient, max.	1.9	ASTM D2862
Abrasion No., min.	75	AWWA B604
Trace Capacity Number, (mg/cc), min.	10	TM-79, TM-85 (converted to TCN)
Screen Size (US Sieve), weight %		
* Larger than No. 12, max.	5	ASTM D2862
* Smaller than No. 40, max.	4	ASTM D2862
Typical Property	Value	
Apparent Density, g/cc, min.	0.54	ASTM D2854
Ash	8%	ASTM D2866
Water Extractables	<1%	AWWA B604
Non-Wettable	<1%	AWWA B604

Product Specification: CMR 400	Value	Test Method
Iodine Number (mg/g), min. ¹	a) 800 (if spent was >550) or b) +250 (if spent was <550), minimum final blended value of at least 500	TM-4, ASTM D4607
Moisture, weight %, max. ²	8	TM-1, ASTM D2867
Uniformity Coefficient, max.	2.1	TM-47, ASTM D2862
Abrasion No., min.	70	TM-9, AWWA B604
Screen Size (US Sieve), weight %		
* Larger than No. 12, max.	5	TM-8, ASTM D2862
* Smaller than No. 40, max.	4	TM-8, ASTM D2862
Apparent Density, g/cc, min	0.20	TM-7, ASTM D2854

Notes:

1. Iodine Number is based on the final blend of custom reactivated GAC and make-up virgin GAC.
2. As the moisture content of reactivated GAC may increase during bulk shipment because of ambient conditions that may be beyond the control of the supplier, a moisture content exceeding 8% is permitted in the reference sample collected after the shipment is received.

DATE SUBMITTED 02/22/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 03/01/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Purchase Pump Station Parts DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove Purchase of Pump Station Maintenance Parts				
DEPARTMENT INVOLVED: Public Services - Wastewater				
BACKGROUND/SUMMARY: Public Services would like to purchase routine maintenance parts for the following Wastewater Pump Stations: - B St. Rotating Assembly - Sky Ranch Rotating Assembly - General Stock for all Pump Stations (O-Rings & Air Relief Valves)				
FISCAL IMPACT: \$15,483.00 + tax & fees – EWS 55-555-5241 – 100% Wastewater Collections Maintenance	FINANCE INITIALS <u>Dep</u>			
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>John</u>			
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OTM</u>			
MOTION:				
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February 18, 2023

Quotation #: 23-0218--NSM01

Chris Kemp
Imperial Wastewater Authority
201 S B Street
Imperial, CA 92251

PH: 760-457-5772
EMAIL: ckemp@cityofimperial.org

Dear Chris Kemp,

Per your request, Environmental Water Solutions, Inc. is pleased to quote on the following for your favorable consideration.

Item	Qty	Part #	Description	Unit Price	Ext. Price
1	1	44163-473	R ROT V3B60/VS3B60/WW	\$5,363.00	\$5,363.00
			Pump Station (15-3187-LE)		
2	2	GRP33-07/WW	AIR RELEASE VALVE	\$910.00	\$1,820.00
			Pump Station (15-3187-LE)		
3	20	25152-273	O-RING BUNA CTD	\$8.00	\$160.00
			Pump Station (01-5976-A)		
4	2	GRP33-07A/WW	AIR RELEASE VALVE	\$910.00	\$1,820.00
			Pump Station (01-5976-A)		
5	1	44163-261	R ROT T4A3S-B	\$4,500.00	\$4,500.00
			Pump Station (02-6068-AM)		
6	2	GRP33-07A/WW	AIR RELEASE VALVE	\$910.00	\$1,820.00
			Pump Station (02-6068-AM)		
				Total	\$15,483.00

Price Does Not Include Tax or Freight

Shipment: Parts can be shipped in approximately 12-13 weeks from factory (transit time will vary), subject to prior sale and/or current shop load. Lead time may be adjusted at time of order.

ExWorks: Factory - Gardena

Freight: Pre-Pay & Add

Terms: Net 20 Days / Based Upon Credit Approval

Price Validity: 10 days from the date of this quote.

Cancellation Charges Apply

The attached Environmental Water Solutions, Inc. standard terms and conditions of sale apply to this quote.

Thank you for giving us the opportunity to quote the above. We look forward to completing this order to your satisfaction.

Regards,
Nathan Maldonado
Field Sales Engineer

13720 Cimarron Avenue
Gardena, CA 90249
Phone: 310-667-4390 Fax: 310-667-4395



Environmental Water Solutions, Inc.
a McKenna Engineering Company

Accepted By – Name: _____ Purchase Order #: _____

Signature: _____ Date: _____

STANDARD TERMS AND CONDITIONS OF SALE FOR UNITS, PACKAGES, SYSTEMS, & PARTS

Effective 7/1/2014

The foregoing quotation ("quotation") is subject to the following Environmental Water Solutions, Inc. [Seller] Standard Terms and Conditions which supersedes Buyer's [Buyer] proposed terms and conditions, if any. The quotation and these standard terms and conditions shall be referred to hereinafter collectively as the "quotation."

This quotation contains the entire agreement of the parties and all proposals, negotiations, representations, or agreements made or entered into prior to or contemporaneously with this quotation are excluded whether oral or in writing. Prices and specifications set forth in this quotation are based upon the terms and conditions set forth herein.

ANY TERMS PROPOSED IN BUYER'S ACCEPTANCE OF THIS QUOTATION WHICH ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS HEREOF ARE HEREBY OBJECTED TO AND REJECTED AND SHALL NOT CONSTITUTE ANY PART OF ANY CONTRACT RESULTING FROM THIS QUOTATION. ANY SUCH PROPOSED TERMS SHALL HAVE NO FORCE OR EFFECT AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS QUOTATION AND MAY BE MODIFIED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

1. Prices are EXW (Ex Works Incoterms) unless otherwise specified. Freight charges are not included in the quoted price, unless so stated. If order is not picked up by the Buyer, Seller may, in its discretion, select the carrier unless specified in advance by the Buyer. Purchase prices are stated in United States Dollars and payment shall be in United States currency.
2. Invoice terms are net 20 days unless otherwise specified. If Buyer fails to fulfill the terms of payment, Seller at its option may defer further shipment. Account past due shall bear interest at the rate of 1 1/2% per month or at the highest rate permitted by law until paid. In addition to such late payment charges, Buyer shall pay Seller any and all costs associated with collection thereof, including reasonable attorneys' fees. Seller reserves the right to modify or withdraw credit terms at any time without notice and may require down payments, C.O.D., payment in advance, progress payments, or payment guarantees.
3. Prices do not include sales, use, excise or any similar tax. Any tax or other governmental charge upon the production, sales, shipment, or use of the product which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller unless Buyer furnishes Seller with a tax exemption certificate acceptable to the applicable taxing authority. Buyer shall be responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the government of the United States.
4. Seller shall not be liable for any failure to perform its obligations under any contract resulting from this quotation when such failure arises directly or indirectly from or is contributed to by any act of God, acts of Buyer, acts of civil or military authority, terrorism, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control whether similar or dissimilar to the foregoing.
5. Shipping dates are given to the best of Seller's knowledge based upon conditions existing at the time any contract resulting from this quotation is entered into and specifications contained therein, but are not of the essence of or in any way terms of the contract or representation of fact. Seller will, in good faith, endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or any damage arising from failure to ship on the estimated shipping date. If Seller's completion of an order/contract is delayed by Buyer, that portion of the order/contract that is completed or ready for shipment, will be invoiced at that time, to be paid per the payment terms of the order/contract. Equipment held for the Buyer will be at the risk and expense of the Buyer, including applicable storage charges.
6. Any order resulting from this quotation cannot be cancelled, altered, or rescheduled except with the written consent of the Seller and upon terms which will indemnify the Seller against all loss associated thereby. All additional costs incurred by the Seller due to changes to the order by Buyer shall be paid by the Buyer. Goods may be returned only when specifically authorized by the Seller. Seller's Cancellation Terms will apply for order or goods cancelled or returned by the Buyer.
7. Title to the products and risk of loss with respect thereto shall pass to Buyer upon release thereof by Seller to a common carrier or upon tender of the products to an agent, employee, or representative of Buyer.
8. If Buyer has not made a claim to Seller within thirty (30) days after receipt of the products, the products shall be considered accepted and conforming to contract requirements.
9. Installation, start up of equipment, factory inspection or testing, and any materials or services shall be the responsibility of the Buyer unless otherwise specifically included in the Seller's quotation or contract.
10. Seller warrants to Buyer for a period of 18 months from the date of shipment or 12 months from placement into service, whichever first occurs, that any product delivered under any contract resulting from this quotation will at the time of shipment be free from defects in material and workmanship. If, within said warranty period, any such product is found, by Seller following its examination, to be defective in material or workmanship, Seller's sole obligation under this warranty will be to repair or replace such defective product at its option and expense, when received Freight Prepaid at the business establishment of Seller, or a repair facility authorized by Seller during regular working hours. Seller's obligation under this warranty shall not include any transportation charges, cost of removal and reinstallation, duty, taxes or any other charges whatsoever which will be paid by the Buyer. No goods may be returned by the Buyer without Seller's prior written consent. Seller does not warrant any products, accessories, or components not manufactured by Seller, but to the extent possible agrees to provide Buyer with the benefits of the manufacturer's warranty, if any. Seller shall not be liable for damage to or wear of products caused in whole or in part by abnormal conditions, improper application; maintenance; or use, failure to provide proper inlet conditions or flow, corrosives, abrasives or foreign objects, or other external causes. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
11. Neither party shall disclose to third parties nor use for its own purposes any confidential information or trade secrets of the other party.
12. The rights of the Buyer herein shall neither be assignable or transferable without written consent from the Seller. If bankruptcy or insolvency proceedings are instituted by or against the Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed in default and Seller will have the right to terminate its obligations by written notice to the Buyer, but such termination will not affect Buyer's obligation to pay for items delivered and work in progress.
13. In the event Buyer claims that Seller has breached any of its obligations under any contract resulting from this quotation, whether in warranty or otherwise, Seller may request and require return of the product and refund the Buyer's purchase price (if product is in same condition as when shipped by Seller) upon Seller's receipt of returned product. If Seller so requests the return of the product, the product shall be redelivered to Seller in accordance with Seller's instructions. Redelivered freight charges will be to Seller's account. In the event Seller elects to require return of the product, Seller shall absolutely have no further obligation to Buyer under any contract resulting from this quotation except to refund such purchase price upon redelivery of the product and Buyer will be deemed to have waived any and all claims arising from such contracts.

THE REMEDIES PROVIDED FOR IN THIS AND THE PRECEDING PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER ANY CONTRACT RESULTING FROM THIS QUOTATION, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL SELLER'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH ANY CONTRACT RESULTING FROM THIS QUOTATION, OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCT, EXCEED THE PURCHASE PRICE OF THE PRODUCT.

14. In the event (1) Buyer modifies any product sold pursuant to any contract resulting from this quotation without the express written consent of Seller or (2) Buyer fails to implement any changes in the product directed by Seller or (3) any product to be furnished under any contract resulting from this quotation is made in accordance

with drawings, samples, or manufacturing specifications provided or designated by Buyer, Buyer agrees to defend, indemnify and hold harmless Seller from any and all claims, demands, actions, or causes of action or costs or expenses however incurred.

15. In the event any product to be furnished under any contract resulting from this quotation is to be made in accordance with drawings, samples or manufacturing specifications provided or designated by Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all damages, costs and expenses arising from a claim that such product furnished to Buyer by Seller or the use thereof, infringes any Letters Patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims. In the event any product to be furnished under any contract resulting from this quotation is not for a U.S. Government application and is not to be made in accordance with drawings, samples or manufacturing specifications provided or designated by Buyer, but rather is the design of Seller, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit for infringement of any United States Letters Patent by reason of the sale or use of such product as furnished by Seller under any contract resulting from this quotation. In the event any claim is asserted or threatened, as to which Buyer may seek indemnification hereunder, Seller shall have the sole right to contest, compromise, litigate, or otherwise dispose of said claim, including the right to substitute non-infringing products, and Buyer agrees to cooperate fully with Seller with respect thereto. The foregoing undertaking of Seller shall not apply unless Seller shall have been informed in writing immediately by Buyer of any charge or suit alleging such infringement and shall have been given the opportunity to assume the defense thereof with counsel of its choosing, and further, such undertaking shall not apply if (i) the claimed infringement is settled without the consent of Seller, or (ii) the infringement results from the use of a product delivered hereunder which is modified by Buyer or others without authorization by Seller or (iii) used in combination with a product not delivered by Seller where such infringement would not have occurred from the lone use of the product delivered under any contract resulting from this quotation.
16. The parties agree that should any provision contained in this Agreement be unenforceable under present or future laws or in a court of with jurisdiction over this agreement, the unenforceable provision will be replaced by a provision which lawfully enforces the parties' intention underlying the unenforceable provision, and the remaining provisions of this Agreement will remain in full force and effect.
17. No provision of this Agreement is waived by any act or knowledge on the part of either party, except by a written instrument signed by an authorized representative of that party. The waiver by either party of any right or a party's failure to enforce a provision of this Agreement is not a continuing waiver or a waiver of any other rights or of any material breach or failure of performance of the other party.
18. All articles herein will survive the termination or expiration of this Agreement or completion of any order.
19. Any contract resulting from this quotation shall be governed by the Uniform Commercial Code as adopted in the State of California as effective and in force on the date hereof. Wherever a term defined by said Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code is to control, provided, however, the term "Ex Works" shall be as defined in the Incoterms. No action for breach of sale, any contract resulting from this quotation or any covenant or warranty arising therefrom shall be brought more than one year after the cause of action has accrued.
20. **Dispute Resolution.** It is the intent of the parties hereto to use alternative dispute resolution proceedings ("ADR"), by first requiring participation in mediation and then requiring mandatory binding arbitration.
 - a. **Arbitration:** Subject to the mediation provision below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
 - b. **Allocation of Fees and Costs:** The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.
 - c. **Mediation Before Arbitration:** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS or AAA, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS or AAA and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS' or AAA's panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS or AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.
 - d. **Not a Condition of Employment.** Employee and Company both acknowledge and agree that the decision to use ADR including arbitration was for each party's benefit and convenience and that use of arbitration or other form of ADR was not a condition of employment of Employee by Company. Employee understands and acknowledges that by agreeing to mandatory arbitration he relinquishes his right to have his claims or defense heard by a judge and jury.
21. BOTH SELLER AND BUYER AGREE TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE), COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES), PENALTIES, FINES AND JUDGMENTS OF ANY NATURE WHATSOEVER (COLLECTIVELY "LOSSES"), CAUSED BY OR ARISING OUT OF ANY NEGLIGENT ACTION, OR OMISSION, OR WILLFUL MISCONDUCT, OR ENVIRONMENTAL LIABILITY OF THE INDEMNIFYING PARTY, OR ANY OTHER BREACH OF THIS AGREEMENT BY THE INDEMNIFYING PARTY. NOT WITHSTANDING THE ABOVE, IN NO EVENT SHALL BUYER OR SELLER IS LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF ORDERS.
Where Services provided to or on behalf of the Buyer are sold, resold, or otherwise transferred to a third party, the third party, and its customers, assignees, and other successors in interest to these Services, shall have no rights greater than those granted Buyer herein. Buyer shall defend, indemnify and hold Seller harmless, its officers, directors, and employees, from and against any and all claims, losses, liabilities or expenses of third parties (including without limitation attorney's fees) which Buyer could not itself recover hereunder.

DATE SUBMITTED 02/22/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 03/01/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Continue Emergency of Sink Hole at Anthony Redondo Memorial Park		DISCUSSION/ACTION: 1. Continue Emergency Action of Resolution No. 2023-06 A	
DEPARTMENT INVOLVED: Public Services and Parks Department			
BACKGROUND/SUMMARY: On Monday, January 30th, Public Services responded to a reported sinkhole near a storm drain diverter box at the Sky Ranch Park (Boley Field and Sandalwood Glenn). The Parks department had confirmed they had filled it twice before. Upon inspection, the sinkhole seemed to be 4' in depth and 5' in diameter. Upon further investigation, the sink hole has measured to 14' in depth and 8' in diameter. The surrounding banks have and continued to cave in causing a public safety issue. Public Services has since blocked oil the area and has determined the cause to be a result of collapsing lines in the City's storm drain system, in that area. We are currently working with A&R Construction to resolve and make needed repairs to correct the issue.			
FISCAL IMPACT: Unknown at this time		FINANCE INITIALS <u>DP</u>	
STAFF RECOMMENDATION: Approve to Continue		DEPT. INITIALS <u>[Signature]</u>	
MANAGER'S RECOMMENDATION: <i>approve continuation of emergencies</i>		CITY MANAGER'S INITIALS <u>OTM</u>	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:		APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:	

DATE SUBMITTED

February 22, 2023

Community

Development

SUBMITTED BY

Director

DATE ACTION

REQUIRED

March 1, 2023

COUNCIL ACTION (X)

PUBLIC HEARING (X)

REQUIRED

RESOLUTION (X)

ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

PUBLIC HEARING/DISCUSSION/ACTION: ABANDONMENT OF PORTION OF PUBLIC RIGHT-OF-WAY ON "O" STREET BETWEEN 12TH STREET AND 13TH

1. Conduct a Public Hearing and Adopt Resolution 2023-06³ abandoning a portion of Right-of-Way on "O" street between 12th street and 13th street.

DEPARTMENT

Community Development Department

INVOLVED:

BACKGROUND/SUMMARY:

City Council took action on the Intent to Vacate for the O Street Abandonment project and approved Resolution No. 2023-02 on February 1, 2023. This agenda item is for the second public hearing to vacate the public right-of-way portion of "O" Street between 12th Street and 13th Street.

See Staff Report.

FISCAL IMPACT: N/A

ADMIN
SERV
INITIALS

DA

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2023-06 abandoning of portion of public Right-of-Way

DEPT.
INITIALS

SM

MANAGER'S RECOMMENDATION: *conduct public hearing; approve resolution conditionally abandoning right of way.*

CITY
MANAGER'S
INITIALS

DHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



Staff Report

Agenda Item No.

To: City of Imperial Planning Commission

From: Othon Mora, Community Development Director

Date: February 21, 2023

Subject: O Street Abandonment between 12th Street and 13th Street

Summary:

Applicant:	Precision Engineering & Surveying, Inc. on behalf of Joshua Quintero
Project Location:	O Street between 12 th Street and 13 th Street
Project Description:	Abandonment of O Street between 12 th Street and 13 th Street
Zoning:	Rail Served Industrial (I-2)
General Plan:	Industrial Zone
Environmental:	Categorically Exempt – 15301 Existing Facilities
Recommendation:	Approve, subject to conditions

Background

Precision Engineering & Surveying, Inc., on behalf of Joshua Quintero, is requesting the abandonment of the portion of O Street between 12th Street and 13th Street. The 300-foot long, 80 feet wide portion of O Street requested to be abandoned will allow for a proposed project which consists of an industrial park constructed in two phases. The first phase is a welding and machining shop, currently under construction, placed over APN 063-012-001 and 063-121-002 with a section reserved for a retention basin with the water capacity of 10,130 cubic feet. The second phase is contingent on the street abandonment and if approved, an industrial park on APN 063-123-001 is being proposed. The abandonment of that portion of O Street will add more usable space to build a suitable retention basin and allow adequate space to build the industrial park. Mr. Quintero owns the parcels (highlighted below) abutting O Street and is initiating the process of acquiring the final parcel to be able to build the industrial park. Currently, O Street between 12th and 13th Streets is unimproved and does not provide access to any of the abutting properties except as an alternate access to the City of Imperial's Waste Water Facility and Maintenance Shop.

The City of Imperial's Planning Commission held a public hearing for this project on October 26, 2022 and adopted Resolution PC2022-08 for finding of conformance with the City's General Plan. A concern of the possible gifting of public funds was discussed at the Planning Commission meeting and referred to City Attorney, Katherine Turner, for further review. After staff research and deliberation, the portion of O Street between 12th Street and 13th Street was legally confirmed to be a public right-of-way with no monetary value to the City.

City Council took action on the Intent to Vacate Public Hearing for the O Street Abandonment project and approved Resolution No. 2023-02 on February 1, 2023 attached herein.

Project Location

The highlighted parcels are owned by the applicant.



Aerial View of Proposed Street Abandonment



Discussion/Analysis

City staff has reviewed the proposed abandonment of O Street between 12th Street and 13th Street. The Development Review Committee met and reviewed the project for compliance with the City's General Plan and development standards on August 18, 2022. City Attorney, Katherine Turner, has reviewed the project and has recommended staff proceed with the proposed street abandonment.

Environmental Compliance

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the Guidelines.

Evaluation

California Government Code 65402 requires the City of Imperial not to vacate/abandon any streets unless the abandonment has been found to be in conformance to the General Plan. The abandonment of O Street between 12th Street and 13th Street has been found to be in conformance with the Land Use and Circulation Elements of the General Plan. The City of Imperial General Plan Circulation Element requires that streets be functionally classified according to the type of level of traffic they are designed to accommodate. O Street in its entirety is not classified as a Major or Secondary Arterial nor considered Industrial or Residential Collectors. All portions of O Street are classified as a local street and therefore not essential for traffic flow. P Street is classified as a secondary arterial and has sufficient capacity to handle any additional traffic resulting from the vacation and abandonment and will not interfere with local circulation.

Public Notification

The public hearings scheduled for February 1, 2023 and March 1, 2023 were duly noticed at the project site since January 20, 2023 and in the Holtville Tribune and Calexico Chronicle, newspapers of general circulation, on January 19, January 26, and February 16, 2023. An Intent to Vacate Notice of Public Hearing and a Vacate Public Hearing Notice was mailed to all property owners within 300-feet of the properties.

Recommendation

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends adoption of Resolution 2023-06 approving the vacation of a public right-of-way portion of O Street between 12th and 13th Street.

Attachments

- Adopted Planning Commission Resolution PC2022-08
- Adopted City Council Resolution 2023-02
- City Council Resolution 2023-06

Respectfully submitted,

Othon Mora, MCM, CBO
Community Development Director

RESOLUTION NO. 2023-06^B

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA,
APPROVING THE VACATION OF A PUBLIC RIGHT-OF-WAY PORTION OF “O”
STREET BETWEEN 12TH STREET AND 13TH STREET WITHIN THE CITY OF IMPERIAL**

WHEREAS, the owner of properties adjoining a City street has petitioned the City to vacate a portion of O Street between 12th Street and 13th Street, which constitutes a public street pursuant to the provisions of the Streets and Highways Code Section 8308 thereof and has further agreed to pay any costs associated therewith; and

WHEREAS, a duly noticed public hearing was held by the City Council on February 1st, 2023 and March 1st, 2023; and

WHEREAS, The City of Imperial’s Planning Commission adopted Resolution PC2022-08 and concluded the right-of-way vacation of O Street between 12th Street and 13th Street in conformance with the City’s adopted Circulation Element of the General Plan; and

WHEREAS, the finding of conformance with the General Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061 (b)(3); and

WHEREAS, pursuant to the provisions of the California Streets and Highway Code, Section 8320 et seq., the City Clerk of the City of Imperial has administratively set a hearing for the City Council to consider ordering the vacation of O Street between 12th Street and 13th Street; and

WHEREAS, the City Council of the City of Imperial hereby declares its intention to vacate a portion of O Street along 12th Street and 13th Street, approximately three hundred feet in length and eighty feet in width, further legally described as follows and in Exhibit A with location depicted in the map attached hereto as Exhibit B; and

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

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

- A) The City Council proposes to vacate the portion of the right-of-way described herein; and
- B) A public hearing was duly noticed in accordance with the Streets and Highway Code Section 8322 and 8323 and held at the City Council Chambers located at 200 West 9th Street, Imperial, California on February 1, 2023 at 7:00 P.M., or as soon thereafter; and
- C) The City Council finds, from all the evidence submitted, that the vacation of said portion of O Street between 12th Street and 13th Street is consistent with the City’s adopted General Plan and is unnecessary for present or prospective public use.

D) That based on the evidence presented, the City Council hereby **APPROVES** the vacation of the portion of O Street between 12th Street and 13th Street, subject to the Conditions of Approval outlined in Exhibit C.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 1st day of March, 2023.

Katie Burnworth
Mayor

ATTEST:

Kristina Shields
City Clerk

EXHIBIT "A"

STREET ABANDONMENT LEGAL DESCRIPTION

A PORTION OF "O" STREET IN THE TOWNSITE OF IMPERIAL, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NUMBER 883 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF "O" STREET BOUND TO THE NORTH BY A LINE CONNECTING THE NORTHEAST CORNER OF BLOCK 24 AND THE NORTHWEST CORNER OF BLOCK 23 AND BOUND TO THE SOUTH BY A LINE CONNECTING THE SOUTHEAST CORNER OF BLOCK 24 AND THE SOUTHWEST CORNER OF BLOCK 23, TOWNSITE OF IMPERIAL, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NUMBER 883 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

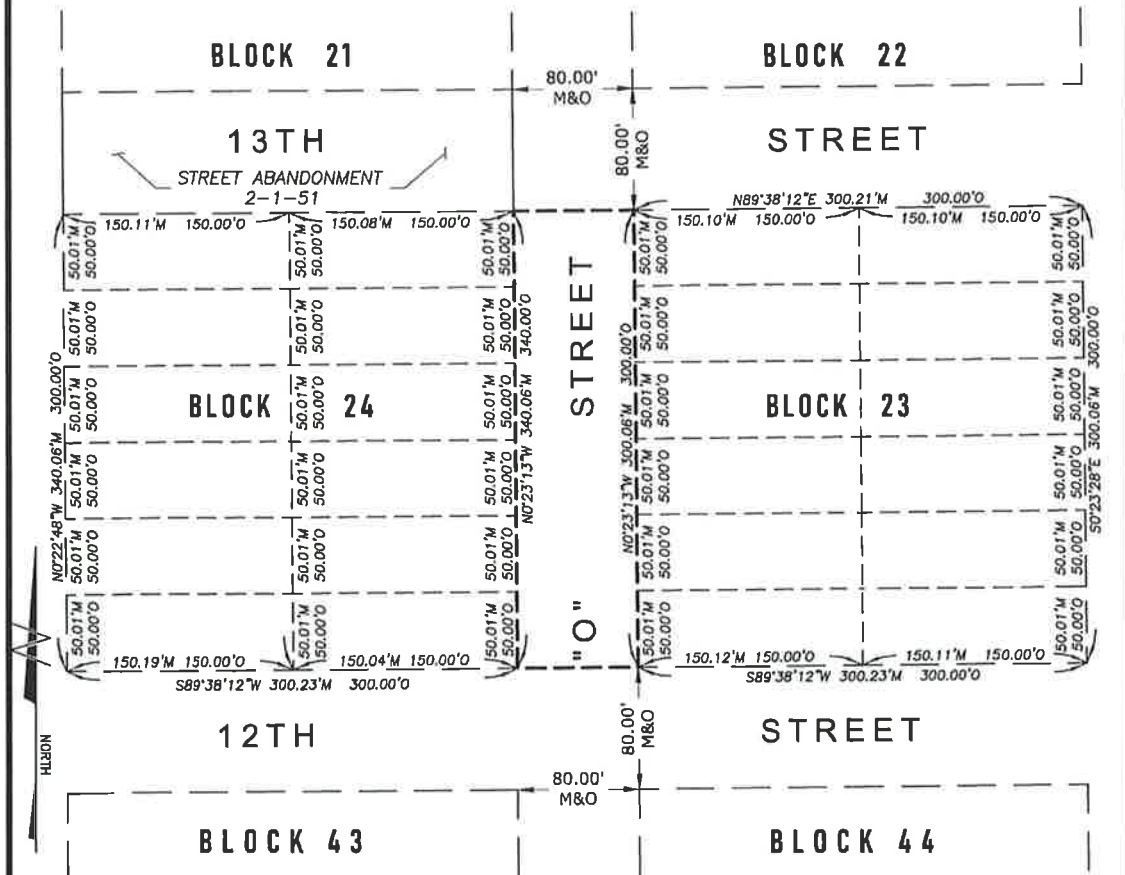
CONTAINING 0.55 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL COVENANTS, EASEMENTS, AND AGREEMENTS OF RECORD.

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



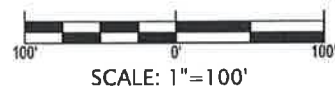
EXHIBIT "B"



LEGEND:

- AREA TO BE ABANDONED
- BLOCK LINES
- LOT LINES
- M MEASURED DATA PER RECORD OF SURVEY ICSRN
- O RECORD DATA PER OM 1-6

PORTION OF "O" STREET TO BE ABANDONED
MEASURES 0.55 ACRES ±



[Signature]
TAYLOR PREECE, PLS 9436

5-11-22
DATE



Precision Engineering & Surveying, Inc.



P.O. Box 2216
El Centro, CA 92244
Telephone:
(760) 353-2684
799 E. Hell Avenue
El Centro, CA 92243
Fax:
(760) 353-2686

ABANDONMENT OF A PORTION OF "O" STREET FROM 12TH TO 13TH STREET

SHEET

1

OF 1

DRAWN BY: A.D.

CHECKED BY: T.P.

CLIENT: JOSH QUINTERO

JOB No. 21-157

Date: May 11, 2022

EXHIBIT C

CONDITIONS OF APPROVAL

O Street Vacation between 12th Street and 13th Street

Josh Quintero

306 S. N Street

Imperial, CA 92251

1. The Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Applicant shall pay all applicable impact and capacity fees.
3. The right-of-way vacation shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
4. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the right-of-way vacation. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the public right-of-way vacation, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
5. All conditions of approval for this right-of-way vacation shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
6. Department Comments
Public Services
 - a. Applicant shall provide access to repair underground utilities, such as storm water and potable water, on O Street between 12th Street and 13th Street, running North and South, if needed.

- b. City of Imperial Shop South entrance gate located on O Street and northern portion of 13th Street may be used as an additional access point, if needed.
- c. All paving material shall be asphalt and shall maintain line of site to existing O Street City of Imperial Shop entrance.

Fire Department

- d. Abandonment of public streets are of concern as they could lead to operational challenges in emergency situations that could cause unforeseen issues. As presented, this private enterprise project does not currently present an issue.
- e. Right-of-Way vacation procedures are to be executed according to City of Imperial specifications.

Community Development

- f. A Site Plan Review is required prior to the construction of any building or structure on any Industrial Zone property pursuant to Section 24.19.500 of the City of Imperial Zoning Ordinance.
- g. Industrial Zone property development and performance standards shall apply to all land and buildings authorized within this zone.

7. The provisions of the permit are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
8. If the Community Development Department finds and determines that the Applicant or successor-in-interest has not complied or cannot comply with the terms and conditions listed herein, or the Planning/Building Department determines that the activities constitute a nuisance, the City shall provide Applicant with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1), Applicant fails to comply, and/or (2) Applicant cannot comply with the conditions set forth herein, then the matter shall be referred to the Planning Commission, or to the appropriate enforcement authority for termination of the right-of-way abandonment of the portion of O Street, between 12th and 13th Street.
9. As between the City and the Applicant, any violation of these Conditions of Approval may be a "nuisance per se". The City may enforce the terms and conditions of these conditions in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
10. Applicant shall not be permitted to maintain a "nuisance", which is anything which (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the re-located business.

EXHIBIT "A"

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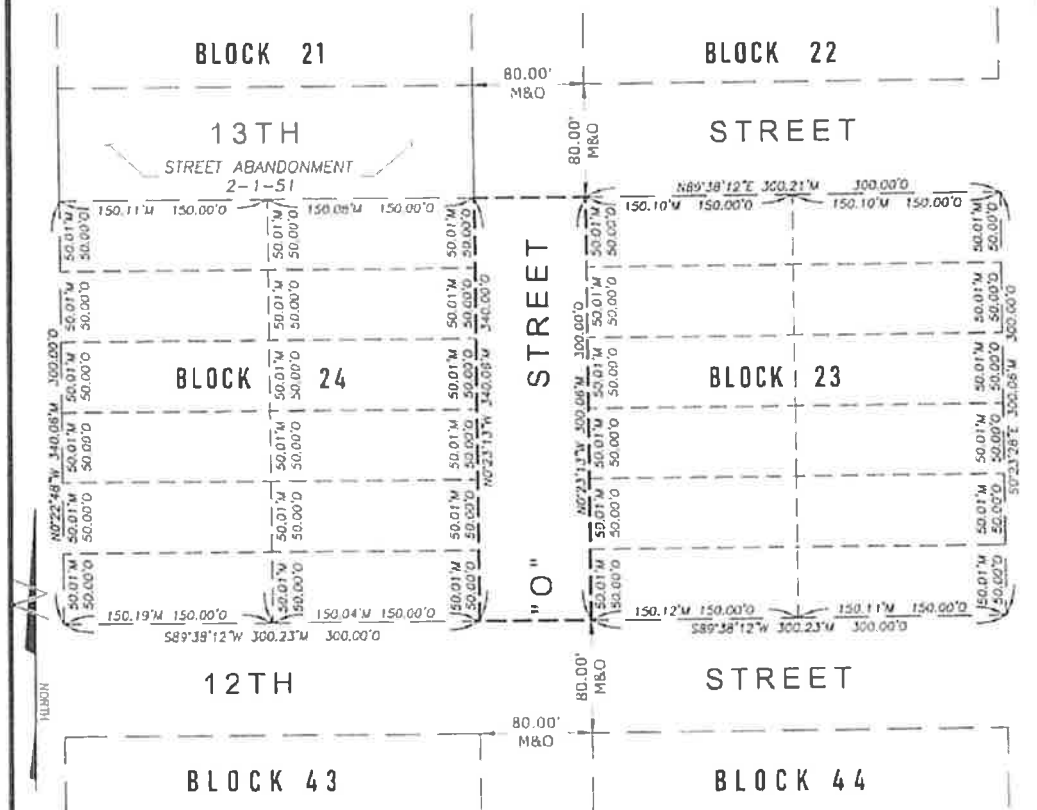
CONTAINING 0.55 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL COVENANTS, EASEMENTS, AND AGREEMENTS OF RECORD.

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



EXHIBIT "B"



LEGEND:

- AREA TO BE ABANDONED
- BLOCK LINES
- LOT LINES
- M MEASURED DATA PER RECORD OF SURVEY
- O RECORD DATA PER OM 1-6

PORTION OF "O" STREET TO BE ABANDONED
MEASURES 0.55 ACRES ±



[Signature]
TAYLOR PREECE, PLS 9436

5-11-22
DATE



Precision Engineering & Surveying, Inc.



P.O. Box 2216
El Centro, CA 92244
Telephone: (760) 353-2684
799 E. Holl Avenue
El Centro, CA 92243
Fax: (760) 353-2686

ABANDONMENT OF A PORTION OF "O" STREET FROM 12TH TO 13TH STREET

DRAWN BY: A.D.	CHECKED BY: T.P.	SHEET 1 OF 1
CLIENT: JOSH QUINTERO		JOB No. 21-157
		Date: May 11, 2022

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA,
APPROVING THE VACATION OF A PUBLIC RIGHT-OF-WAY PORTION OF O STREET
BETWEEN 12TH STREET AND 13TH STREET WITHIN THE CITY OF IMPERIAL**

WHEREAS, the owner of properties adjoining a City street has petitioned the City to vacate a portion of O Street between 12th Street and 13th Street, which constitutes a public street pursuant to the provisions of the Streets and Highways Code Section 8308 thereof and has further agreed to pay any costs associated therewith; and

WHEREAS, The City of Imperial's Planning Commission adopted Resolution PC2022-08 and concluded the right-of-way vacation of O Street between 12th Street and 13th Street in conformance with the City's adopted Circulation Element of the General Plan; and

WHEREAS, the finding of conformance with the General Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061 (b)(3); and

WHEREAS, pursuant to the provisions of the California Streets and Highway Code, Section 8320 et seq., the City Clerk of the City of Imperial has administratively set a hearing for the City Council to consider ordering the vacation of O Street between 12th Street and 13th Street; and

WHEREAS, the City Council of the City of Imperial hereby declares its intention to vacate a portion of O Street along 12th Street and 13th Street, approximately three hundred feet in length and eighty feet in width, further legally described as follows and in Exhibit A with location depicted in the map attached hereto as Exhibit B:

A PORTION OF "O" STREET BOUND TO THE NORTH BY A LINE CONNECTING THE NORTHEAST CORNER OF BLOCK 24 AND THE NORTHWEST CORNER OF BLOCK 23 AND BOUND TO THE SOUTH BY A LINE CONNECTING THE SOUTHEAST CORNER OF BLOCK 24 AND THE SOUTHWEST CORNER OF BLOCK 23, TOWNSITE OF IMPERIAL, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NUMBER 883 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

CONTAINING .55 ACRES, MORE OR LESS; and

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

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

- A) The City Council proposes to vacate the portion of the right-of-way described herein; and
- B) A public hearing was duly noticed in accordance with the Streets and Highway Code Section 8322 and 8323 and held at the City Council Chambers located at 200 West 9th Street, Imperial, California on February 1, 2023 at 7:00 P.M., or as soon thereafter; and
- C) The City Council finds, from all the evidence submitted, that the vacation of said portion of O Street between 12th Street and 13th Street is consistent with the City's adopted General Plan and is unnecessary for present or prospective public use.
- D) That based on the evidence presented, the City Council hereby **APPROVES** the **vacation of the portion of O Street between 12th Street and 13th Street**, subject to the Conditions of Approval outlined in Exhibit C.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 1st day of February, 2023.



Katie Burnworth
Mayor

ATTEST:



Kristina Shields
City Clerk

EXHIBIT C

CONDITIONS OF APPROVAL

O Street Vacation between 12th Street and 13th Street

Josh Quintero

306 S. N Street

Imperial, CA 92251

1. The Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Applicant shall pay all applicable impact and capacity fees.
3. The right-of-way vacation shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
4. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the right-of-way vacation. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the public right-of-way vacation, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
5. All conditions of approval for this right-of-way vacation shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
6. Department Comments
Public Services
 - a. Applicant shall provide access to repair underground utilities, such as storm water and potable water, on O Street between 12th Street and 13th Street, running North and South, if needed.

- b. City of Imperial Shop South entrance gate located on O Street and northern portion of 13th Street may be used as an additional access point, if needed.
- c. All paving material shall be asphalt and shall maintain line of site to existing O Street City of Imperial Shop entrance.

Fire Department

- d. Abandonment of public streets are of concern as they could lead to operational challenges in emergency situations that could cause unforeseen issues. As presented, this private enterprise project does not currently present an issue.
- e. Right-of-Way vacation procedures are to be executed according to City of Imperial specifications.

Community Development

- f. A Site Plan Review is required prior to the construction of any building or structure on any Industrial Zone property pursuant to Section 24.19.500 of the City of Imperial Zoning Ordinance.
- g. Industrial Zone property development and performance standards shall apply to all land and buildings authorized within this zone.

7. The provisions of the permit are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
8. If the Community Development Department finds and determines that the Applicant or successor-in-interest has not complied or cannot comply with the terms and conditions listed herein, or the Planning/Building Department determines that the activities constitute a nuisance, the City shall provide Applicant with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1), Applicant fails to comply, and/or (2) Applicant cannot comply with the conditions set forth herein, then the matter shall be referred to the Planning Commission, or to the appropriate enforcement authority for termination of the right-of-way abandonment of the portion of O Street, between 12th and 13th Street.
9. As between the City and the Applicant, any violation of these Conditions of Approval may be a "nuisance per se". The City may enforce the terms and conditions of these conditions in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
10. Applicant shall not be permitted to maintain a "nuisance", which is anything which (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the re-located business.

RESOLUTION NO. PC2022-08
FOR
FINDING OF CONFORMANCE WITH THE GENERAL PLAN FOR
THE RIGHT OF WAY VACATION OF A PORTION OF
O STREET BETWEEN 12TH STREET AND 13TH STREET

WHEREAS, the owner of property adjoining a city street has requested the City to vacate a portion thereof; and

WHEREAS, the Government Code of the State of California, Section 65402, provides in part that a local agency shall not vacate or abandon any streets until the location, purpose, and extent of such activity has been reported upon as to conformity with the adopted General Plan applicable thereto; and

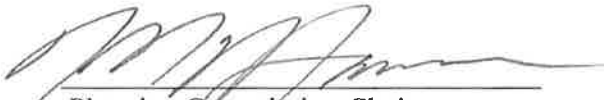
WHEREAS, the portion of O Street between 12th Street and 13th Street is not identified in the Circulation Element of the General Plan as a major or secondary arterial roadway circulation system nor will it restrict access to private property; and

WHEREAS, the finding of conformance is with the General Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061 (b) (3)

NOW, THEREFORE, be it resolved that the Planning Commission does hereby find the proposed vacation of the portion of O Street between 12th Street and 13th Street to be in conformance with the City of Imperial General Plan.

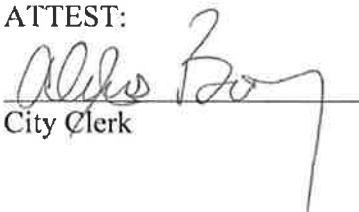
BE IT FURTHER RESOLVED that the Planning Commission hereby determines that the City Council should take the necessary procedures to effect the vacation on the portion of O Street between 12th Street and 13th Street as shown on Exhibit A, and be subject to the determination of ownership for the applicant's potential purchase, if necessary, and the conditions of approval outlined in Exhibit B.

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this 26th day of October, 2022.



Planning Commission Chairman

ATTEST:



City Clerk

DATE SUBMITTED 2/22/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 3/1/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:	PUBLIC HEARING/DISCUSSION/ACTION: GENERAL PLAN AMENDMENT, ZONE CHANGE, SUBDIVISION REVISION TO THE MORNINGSTAR TENTATIVE TRACT MAP AND CERTIFYING A NEGATIVE DECLARATION		
	1. Conduct a Public Hearing and Introduction/1st reading by title only of Ordinance No. 825, Approving the zone change from R-1 (Residential Single Family) to RA (Residential Apartments) and R-1 (Residential Single Family) to C-1 (Commercial General) within the Morningstar Subdivision 2. Conduct a Public Hearing and Adopt Resolution No. 2023-07, Approving a General Plan Amendment, Zone Change, Subdivision Revision to the Morningstar Tentative Track Map and Certifying a Negative Declaration for Morningstar Subdivision		
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT DEPARTMENT		
BACKGROUND/SUMMARY:	See attached Staff Report.		
FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS		
STAFF RECOMMENDATION: Staff recommends approval of General Plan Amendment, Zone Change, Revisions to Tentative Map and Certifying Negative Declaration.	DEPT. INITIALS		
CITY MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS		
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()	



Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: February 21, 2023

Subject: General Plan Amendment, Zone Change and Revisions to Tentative Map
Morningstar Subdivision
APN 063-010-089

Summary:

Applicant:	Ray Roben
Project Location:	Morningstar Subdivision APN 063-010-089
Pending Action:	• General Plan Amendment • Zone Change • Revisions to Tentative Map
General Plan:	Existing: Residential Low Medium Density Proposed: Residential High Density Commercial Regional
Current Zoning:	R-1 (Residential Single-Family)
Proposed Zoning:	RA Residential Apartment (5.93 acres) and C-2 Commercial General (14.93 acres)
Environmental:	Negative Declaration
Recommendation:	Approval of General Plan Amendment, Zone Change and Revisions to Tentative Map and Negative Declaration

Background/Discussion and Analysis

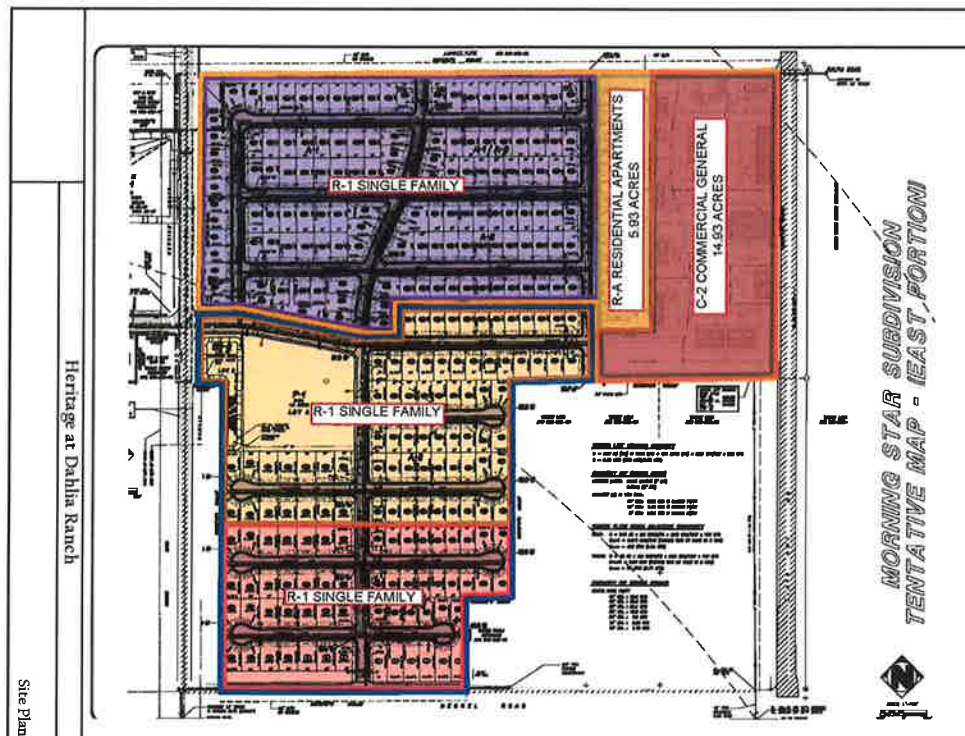
McMillin Land Development submitted an application in 2005 to annex into the City and subdivide a 181.7-acre site into 489 single family homes, a school site, and 2 park sites. The project site is located on the Southwest corner of Highway 86 and the prolongation of Ralph Road, within the area north of the City. The Applicant requested a General Plan Amendment to change the Land Use designation to Low-Medium Density Residential and Pre-Zoning Designation of R-1, Residential Single Family. All entitlements were approved in 2005.

The current Owner and Developer is now proposing a General Plan Amendment, Zone Change and Revisions to Tentative Map for the City's consideration. The proposed changes and revisions are notable as it relates to design, phasing and internal circulation. The revisions will eliminate the school site of approximately 10.8 acres, which is not needed by the Imperial School Unified District (see attached letter), create 5.93 acres for Residential Apartments and 14.93 acres for Commercial uses. The overall footprint of the project site remains the same.

The Imperial County Fire Department is requesting a capital purchase of a fire engine as a condition of approval. The developer does not agree with this condition and is requesting the Planning Commission consider recommending the project without the imposed condition of approval. It is staff's recommendation that the governing body consider options in the budget process, explore a variety of grants and other funding sources available pertaining capital expenditure purchases.

The Planning Commission recommended approval of the General Plan Amendment, Zone Change, Revisions to Tentative Map and Negative Declaration (removing the capital purchase of a fire engine condition of approval) to the City Council on February 8th, 2023.

Location Map



General Plan Land Use Designation

The City of Imperial's General Plan identifies the following policies within its Land Use Element:

Policy 5.4.1 in the General Plan's Land Use Element states "multi-family residential developments of varying types and densities shall be encouraged where compatible with existing land uses and the provision of public services is highest."

Policy 2.1 "Appropriate densities/intensities shall be established for new development projects and increased within the appropriate character areas to accommodate a variety of land use and development types."

The Applicant is requesting a General Plan Amendment to change the Land Use designation of a portion of the Tentative Tract Map area to Commercial Regional that can support residential neighborhoods. This Land Use designation will allow a full range of retail, office, service and institutional businesses within close proximity to and for the convenience of residents. The City's goal is to establish and encourage commercial areas along the City's main arterial roadway, Highway 86, to serve as strong character identification, gateway to the City and draw a regional sales tax base.

Environmental Compliance

The Environmental Evaluation Committee (EEC) reviewed the project and found the project, as proposed, would create potentially significant impacts to transportation and traffic. The applicant provided an updated traffic study and mitigation measures were incorporated. Upon further review, the EEC determined that adoption of a Negative Declaration would be appropriate. The attached Negative Declaration was prepared for the proposed project in conformance with the California Environmental Quality Act (CEQA). The proposed revision from R-1 (Residential Single Family) to RA (Residential Apartments) and C-2 (General Commercial) will not affect a change in the original findings and mitigation measures and will continue to be enforced.

Public Notification

The public hearing scheduled for March 1, 2023 was duly noticed in the Holtville Tribune and Calexico Chronicle, newspapers of general circulation, on February 16, 2023. A Notice of Public Hearing was mailed to all property owners within 300-feet of the property.

Recommendation

Staff recommends the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends approval of Resolution No. 2023-07 and Ordinance 825 approving a General Plan Amendment, Zone Change, Revisions to Tentative Map and Certifying Negative Declaration.

Respectfully Submitted,

Othon Mora, MCM, CBO
Community Development Director

Attachments:

- Resolution 2023-07 and Conditions of Approval
- Ordinance 825
- Resolution PC2023-02 and Conditions of Approval
- Imperial Unified School District Letter
- Concept Site Plan
- Tentative Map 2005
- CEQA Negative Declaration

ORDINANCE NO. 825

**AN ORDINANCE OF THE CITY OF IMPERIAL AMENDING THE IMPERIAL
CITY CODE TO CHANGE THE ZONING DESIGNATION FROM
R-1 (RESIDENTIAL SINGLE FAMILY) TO RA (RESIDENTIAL
APARTMENTS) AND R-1 (RESIDENTIAL SINGLE FAMILY) TO C-1
(COMMERCIAL GENERAL) WITHIN THE MORNINGSTAR SUBDIVISION
FOR THE FOLLOWING APN: 063-010-089**

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

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

SECTION 2: The property affected by this ordinance is shown in Exhibit A, specifically known as APN: 063-010-089

SECTION 3: The new zone for said property is hereby changed from R-1 (Residential Single Family) to RA (Residential Apartments) 5.93 acres and R-1 (Residential Single Family) to C-1 (Commercial General) 14.93 acres.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this ____ day of _____ 2022.

Katherine Burnworth, Mayor

ATTEST:

Kristina Shields, City Clerk

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

I, Kristina Shields, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____ had its 1st reading on March 1st, 2023 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

I, Kristina Shields, City Clerk of the City of Imperial, do hereby certify that the foregoing Ordinance No. _____ had its 2nd reading on M DD, 2023 and was passed by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MOTION CARRIED

KRISTINA SHIELDS, CITY CLERK
CITY OF IMPERIAL, CALIFORNIA

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA, CALIFORNIA, APPROVING A GENERAL PLAN
AMENDMENT, ZONE CHANGE, SUBDIVISION REVISION TO THE
MORNINGSTAR TENTATIVE TRACT MAP AND CERTIFYING A NEGATIVE
DECLARATION
(APN 063-010-089)**

WHEREAS, Ray Roben, has submitted an application for approval of General Plan Amendment, Zone Change, subdivision revision to the Morningstar Tentative Tract Map and certifying a Negative Declaration; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on February 8, 2023; and

WHEREAS, a duly notified public hearing was held by the City Council on March 1, 2023; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the proposed General Plan Amendment, Zone Change, subdivision revision to the Morningstar Tentative Tract Map and certifying a Negative Declaration.

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

That the foregoing recitations are true and correct; and

B) That based on the evidence presented at the public hearing, the City Council hereby finds as follows:

1. The proposed Zone Change and General Plan Amendment are consistent with the goals, objectives and policies of the General Plan;
2. The proposed General Plan Amendment, Zone Change, subdivision revision to the Morningstar Tentative Tract Map are compatible with the surrounding environment;
3. Public facilities and services can be provided to the proposed development without placing undue additional burden on existing residents and businesses; and

- C) That on the findings made above, the City Council recommends **APPROVAL** of the General Plan Amendment and Zone Change, subdivision revision to the Morningstar Tentative Tract Map; and
- D) That based on the evidence presented at the public hearing, the City Council hereby recommends **APPROVAL** of the General Plan Amendment from to Residential Low Medium Density to Residential High Density and Residential Low Medium Density to Commercial Regional, and Zone Change from R-1 (Residential Single Family) to RA (Residential Apartments) 5.93 acres and from R-1 (Residential Single Family) to C-1 (Commercial General) 14.93 acres and;
- E) That based on the evidence presented at the public hearing, the City Council hereby recommends **APPROVAL** of a Negative Declaration; and
- F) All recommendations made by the City Council are based on the following findings:
1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.
 2. The project is following and in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
 3. The initial environmental assessment shows that there is no substantial evidence that the General Plan Amendment and Zone Change, subdivision revision to the Morningstar Tentative Tract Map and Negative Declaration may **NOT** have a significant impact on the environment.
 4. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.
 5. The proposed Zone Change and General Plan Amendment are consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of the City and its sphere of influence.
 6. The proposed Zone Change and General Plan Amendment are consistent with the policies and the land uses of the existing City of Imperial General Plan.

7. The proposed General Plan Amendment and Zone Change are consistent with the objective of the City of Imperial's General Plan Guidelines and Zoning Ordinance.

G) The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 1st day of March, 2023.

Mayor City Council

ATTEST:

City Clerk

EXHIBIT A

CONDITIONS OF APPROVAL FOR GENERAL PLAN AMENDMENT, ZONE CHANGE, SUBDIVISION REVISIONS TO THE MORNINGSTAR TENTATIVE TRACT MAP AND NEGATIVE DECLARATION (APN 063-010-089)

1. The Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. Water line loop at Ralph Road and Rodeo Drive must be installed and provide points of connection before any certificate of occupancy can be issued.
3. Traffic signals must be provided and installed by the developer at the intersection of Ralph Road and Highway 86.
4. Developer is to underground the Dahlia 8 Drain Canal from South property line to Ralph Road.
5. Ralph Road is to be paved/improved at least 24' wide by the Developer prior to the issuance of the Certificate of Occupancy.
6. The Developer/Applicant shall pay all impact and capacity fees.
7. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to submittal for approval.
8. This Zone Change and General Plan Amendment is to approve the change of zone from R-1(Single Family Residential) to R-A (Residential Apartment) and C-2 (General Commercial).
9. Prior to construction and issuance of approved building permits, there must be approval of a water supply capable of providing fire flow demands as determined by the Imperial County Fire Department.
10. Curb and gutter improvements are to be provided on south side of Ralph Road.

11. The Developer/Applicant shall construct trash enclosures, per City standards, shall be provided for dwelling units in the RA Zone. Trash collection standards as deemed by the State of California and City of Imperial for organic waste must be provided as well.
12. The Developer/Applicant shall construct a six-foot (6) solid masonry wall along the south and west boundaries of the project site. The material and color of all walls shall be decorative and subject to the review and approval by the Planning Commission.
13. The Developer/Applicant shall submit a Landscaping Plan to the City of Imperial for review and approval prior to final project approval. Landscaping shall be provided on front, rear and side yards. Where noise abatement walls are required, a five (5) foot landscaped screen shall also be provided.
14. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution.
15. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.
16. All construction activity shall stop during high winds exceeding 20 MPH to prevent excessive dust blowing.
17. The Developer/Applicant shall provide a soils report prior to issuance of a building permit indicating, among other things, suitability of the site for the proposed development, specifications for earthwork, design guidelines for concrete slabs and foundations.
18. The conditional approval of the Zone Change, General Plan Amendment and Negative Declaration shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
19. The Developer/Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of this Zone Change and General Plan Amendment. This indemnification obligation shall include, but not be

limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Zone Change and General Plan Amendment including any claim for private attorney general fees claimed by, or awarded to any party from the City.

20. All conditions of approval for this Zone Change and General Plan Amendment shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Developer/Applicant to ensure that the project Contractor is aware of, and abides by, all conditions of approval set forth in this document. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
21. The provisions of these Conditions of Approval are bound to the permit and land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
22. If the Community Development Department finds and determines that the Permittee or successor-in-interest has not complied or cannot comply with the terms and conditions of the Zone Change and General Plan Amendment, or the Planning/Building Department determines that the permitted activities constitute a nuisance, the City shall provide Permittee with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) Permittee fails to comply, and/or (2) Permittee cannot comply with the conditions set forth in the then the matter shall be referred to the Planning Commission for modification to conditions of approval, suspension, or termination, or to the appropriate enforcement authority.
23. As between the City and the Permittee, any violation of the Conditions of Approval may be a "nuisance per se". The City may enforce the terms and conditions of this permit in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
24. Permittee shall not be permitted to maintain a "nuisance", which is anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage

inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the project.

25. Traffic Impact Study:

- “Prior to the issuance of a building permit and/or the commencement of any grading activities in Caltrans’ Right-of-Way, the owner/permittee shall have an approved Intersection Control Evaluation (ICE) Report in place and demonstrate to the City Engineer that Caltrans Traffic Engineering and Analysis Branch comments have been satisfied on the ICE Report.”
- Within the ICE report, please ensure the following will be included for all alternatives:
 - Evaluate the safety and operational analysis, warrants, and benefit cost ratio for all alternatives.
 - Provide traffic warrants for the signal alternative.
 - Provide a comparison table between these alternatives.
 - Approximately cost of Utility relocations.
 - The comparison between each alternative should be equivalent and in equal unit.
 - Identify a preferred alternative under conclusion or summary of findings.
 - Provide the Synchro files and other files used to analyze traffic for each alternative.
 - Each alternative should also include the future 2042 year to the scenarios.

Traffic Engineering and Analysis:

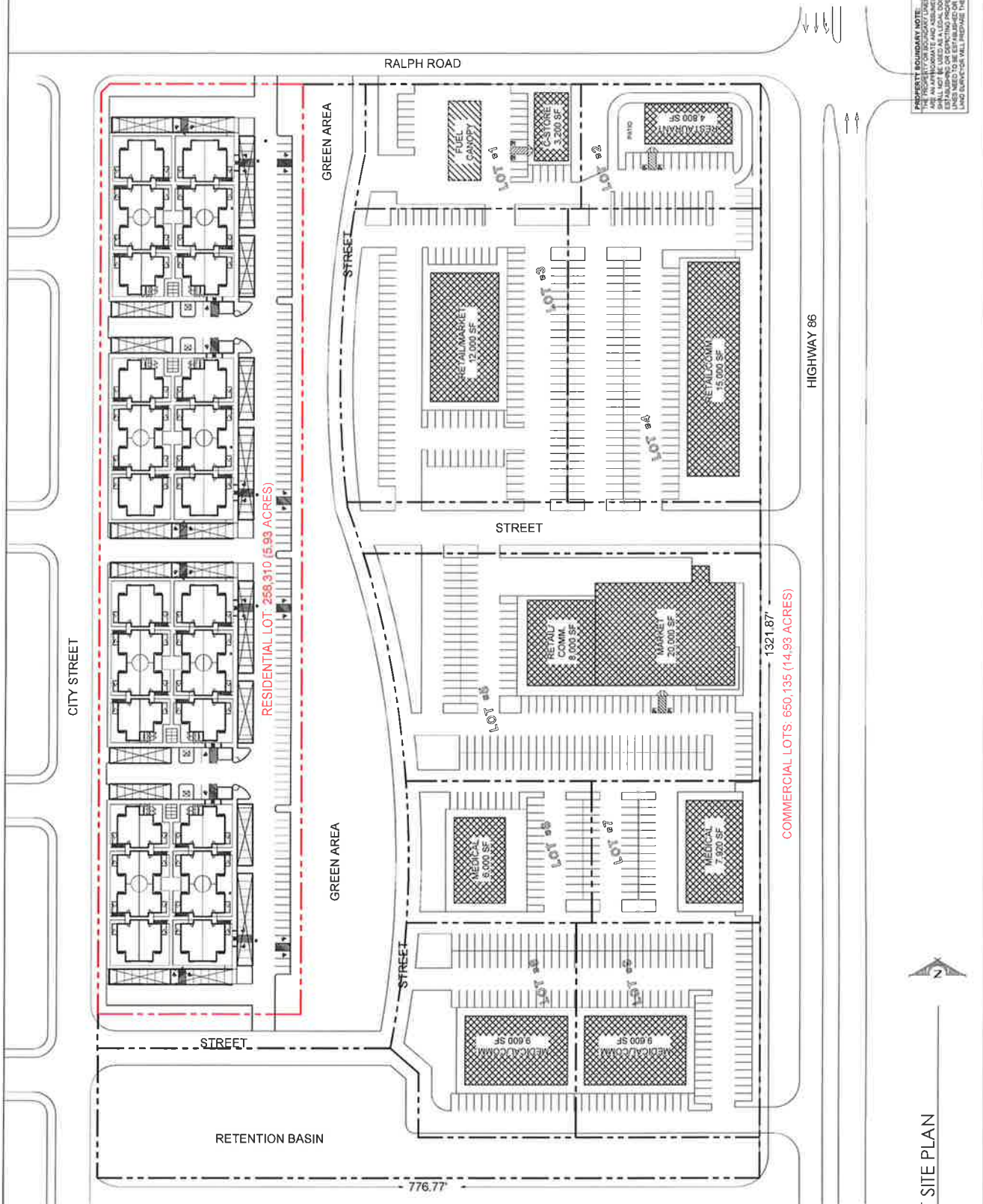
- Bring curb ramps at the intersection of Ralph Road, Larsen Road, Keystone Road/SR-86 to the current standards. Refer to Design Information Bulletin (BID) 82-06 for more information.

Hydrology and Drainage Studies:

- Please provide hydraulics studies, drainage and grading plans to Caltrans for review.
- Provide a pre and post-development hydraulics and hydrology study. Show drainage configurations and patterns.
- Provide drainage plans and details. Include detention basin details of inlets/outlet.
- Provide a contour grading plan with legible callouts and minimal building data. Show drainage patterns.
- On all plans, show Caltrans' Right of Way (R/W).
- Early coordination with Caltrans is recommended.
- Caltrans generally does not allow development projects to impact hydraulics within the State’s R/W. Any modification to the existing Caltrans drainage and/or increase in runoff to State facilities will not be allowed.

26. The Developer shall work with California Department of Transportation to address the issues that were set forth in the letter dated March 3rd, 2022, made a part hereof.

PROPERTY BOUNDARY NOTE:
THE PROPERTY OR BOUNDARY LINES SHOWN ON THIS PLAN ARE AN APPROXIMATE AND ASSUMED LOCATION. THIS PLAN SHALL NOT BE USED AS A LEGAL DOCUMENT FOR LOCATING EXISTING OR DEFINING PROPERTY LINES. IF PROPERTY LINES NEED TO BE ESTABLISHED OR IDENTIFIED, A REGISTERED LAND SURVEYOR WILL PREPARE THE NECESSARY SURVEY.



CONCEPT SITE PLAN
SCALE: 1"=50'-0"

IMPERIAL UNIFIED SCHOOL DISTRICT

Bryan Thomason, Superintendent

Imperial High School
(760) 355-3220

Imperial Avenue Halbrook School
(760) 355-3207

Frank Wright Middle School
(760) 355-3240

ADMINISTRATION OFFICE
219 North "E" Street
Imperial, California 92251-1176
(760) 355-3200
FAX (760) 355-4511
web site: <http://imperialusd.org>

T.L. Waggoner Elementary School
(760) 355-3266

Ben Hulse Elementary School
(760) 355-3210

August 20, 2018

To Whom It May Concern:

RE: Morning Star Subdivision

The 10.8 acre projected school site located in the Morning Star Subdivision will not be needed by the Imperial Unified School District.

Thank you,



Bryan Thomason
Superintendent

BOARD OF TRUSTEES

David Ross

Victor Lopez

Abdul Mohamed

Linda Sanchez

Jill Tucker

RESOLUTION NO. PC2023-02

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
IMPERIAL, CALIFORNIA, RECOMMENDING THE CITY COUNCIL
APPROVAL OF GENERAL PLAN AMENDMENT, ZONE CHANGE,
SUBDIVISION REVISION TO THE MORNINGSTAR TENTATIVE TRACT
MAP AND CERTIFYING A NEGATIVE DECLARATION
(APN 063-010-089)**

WHEREAS, Ray Roben, has submitted an application for approval of General Plan Amendment, Zone Change, subdivision revisions to the Morningstar Tentative Tract Map and certifying a Negative Declaration; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on February 8, 2023; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the Planning Commission considered all facts relating to the proposed General Plan Amendment, Zone Change, subdivision revision to the Morningstar Tentative Tract Map and certifying a Negative Declaration.

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

- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the public hearing, the Planning Commission hereby finds as follows:
 - 1. The proposed Zone Change and General Plan Amendment are consistent with the goals, objectives and policies of the General Plan;
 - 2. The proposed General Plan Amendment, Zone Change, subdivision revision to the Morningstar Tentative Tract Map are compatible with the surrounding environment;
 - 3. Public facilities and services can be provided to the proposed development without placing undue additional burden on existing residents and businesses; and

- C) That on the findings made above, the Planning Commission recommends **APPROVAL** of the General Plan Amendment and Zone Change, subdivision revision to the Morningstar Tentative Tract Map; and
- D) That based on the evidence presented at the public hearing, the Planning Commission hereby recommends **APPROVAL** of the General Plan Amendment from to Residential Low Medium Density to Residential High Density and Residential Low Medium Density to Commercial Regional, and Zone Change from R-1 (Residential Single Family) to RA (Residential Apartments) 5.93 acres and R-1 (Residential Single Family) to C-1 (Commercial General) 14.93 acres and;
- E) That based on the evidence presented at the public hearing, the Planning Commission hereby recommends **APPROVAL** of a Negative Declaration; and
- F) All recommendations made by the Planning Commission are based on the following findings:
1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.
 2. The project is following and in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
 3. The initial environmental assessment shows that there is no substantial evidence that the General Plan Amendment and Zone Change, subdivision revision to the Morningstar Tentative Tract Map and Negative Declaration may **NOT** have a significant impact on the environment.
 4. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.
 5. The proposed Zone Change and General Plan Amendment are consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of the City and its sphere of influence.
 6. The proposed Zone Change and General Plan Amendment are consistent with the policies and the land uses of the existing City of Imperial General Plan.

7. The proposed General Plan Amendment and Zone Change are consistent with the objective of the City of Imperial's General Plan Guidelines and Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the Planning Commission of the City of Imperial, this 8th day of February, 2023.


Planning Commission Chairman

ATTEST:


City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
FOR
GENERAL PLAN AMENDMENT, ZONE CHANGE, SUBDIVISION REVISIONS TO
THE MORNINGSTAR TENTATIVE TRACT MAP AND NEGATIVE DECLARATION
(APN 063-010-089)

1. The Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. Water line loop at Ralph Road and Rodeo Drive must be installed and provide points of connection before any certificate of occupancy can be issued.
3. Traffic signals must be provided and installed by the developer at the intersection of Ralph Road and Highway 86.
4. Developer is to underground the Dahlia 8 Drain Canal from South property line to Ralph Road.
5. Ralph Road is to be paved/improved at least 24' wide by the Developer prior to the issuance of the Certificate of Occupancy.
6. The Developer/Applicant shall pay all impact and capacity fees.
7. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to submittal for approval.
8. This Zone Change and General Plan Amendment is to approve the change of zone from R-1(Single Family Residential) to R-A (Residential Apartment) and C-2 (General Commercial).
9. Prior to construction and issuance of approved building permits, there must be approval of a water supply capable of providing fire flow demands as determined by the Imperial County Fire Department.
10. Curb and gutter improvements are to be provided on south side of Ralph Road.

11. The Developer/Applicant shall construct trash enclosures, per City standards, shall be provided for dwelling units in the RA Zone. Trash collection standards as deemed by the State of California and City of Imperial for organic waste must be provided as well.
12. The Developer/Applicant shall construct a six-foot (6) solid masonry wall along the south and west boundaries of the project site. The material and color of all walls shall be decorative and subject to the review and approval by the Planning Commission.
13. The Developer/Applicant shall submit a Landscaping Plan to the City of Imperial for review and approval prior to final project approval. Landscaping shall be provided on front, rear and side yards. Where noise abatement walls are required, a five (5) foot landscaped screen shall also be provided.
14. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution.
15. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.
16. All construction activity shall stop during high winds exceeding 20 MPH to prevent excessive dust blowing.
17. The Developer/Applicant shall provide a soils report prior to issuance of a building permit indicating, among other things, suitability of the site for the proposed development, specifications for earthwork, design guidelines for concrete slabs and foundations.
18. The conditional approval of the Zone Change, General Plan Amendment and Negative Declaration shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
19. The Developer/Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of this Zone Change and General Plan Amendment. This indemnification obligation shall include, but not be

limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Zone Change and General Plan Amendment including any claim for private attorney general fees claimed by, or awarded to any party from the City.

20. All conditions of approval for this Zone Change and General Plan Amendment shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Developer/Applicant to ensure that the project Contractor is aware of, and abides by, all conditions of approval set forth in this document. Prior approval from the Planning Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
21. The provisions of these Conditions of Approval are bound to the permit and land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
22. If the Community Development Department finds and determines that the Permittee or successor-in-interest has not complied or cannot comply with the terms and conditions of the Zone Change and General Plan Amendment, or the Planning/Building Department determines that the permitted activities constitute a nuisance, the City shall provide Permittee with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) Permittee fails to comply, and/or (2) Permittee cannot comply with the conditions set forth in the then the matter shall be referred to the Planning Commission for modification to conditions of approval, suspension, or termination, or to the appropriate enforcement authority.
23. As between the City and the Permittee, any violation of the Conditions of Approval may be a "nuisance per se". The City may enforce the terms and conditions of this permit in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
24. Permittee shall not be permitted to maintain a "nuisance", which is anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage

inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the project.

25. Traffic Impact Study:

- “Prior to the issuance of a building permit and/or the commencement of any grading activities in Caltrans’ Right-of-Way, the owner/permittee shall have an approved Intersection Control Evaluation (ICE) Report in place and demonstrate to the City Engineer that Caltrans Traffic Engineering and Analysis Branch comments have been satisfied on the ICE Report.”
- Within the ICE report, please ensure the following will be included for all alternatives:
 - Evaluate the safety and operational analysis, warrants, and benefit cost ratio for all alternatives.
 - Provide traffic warrants for the signal alternative.
 - Provide a comparison table between these alternatives.
 - Approximately cost of Utility relocations.
 - The comparison between each alternative should be equivalent and in equal unit.
 - Identify a preferred alternative under conclusion or summary of findings.
 - Provide the Synchro files and other files used to analyze traffic for each alternative.
 - Each alternative should also include the future 2042 year to the scenarios.

Traffic Engineering and Analysis:

- Bring curb ramps at the intersection of Ralph Road, Larsen Road, Keystone Road/SR-86 to the current standards. Refer to Design Information Bulletin (BID) 82-06 for more information.

Hydrology and Drainage Studies:

- Please provide hydraulics studies, drainage and grading plans to Caltrans for review.
- Provide a pre and post-development hydraulics and hydrology study. Show drainage configurations and patterns.
- Provide drainage plans and details. Include detention basin details of inlets/outlet.
- Provide a contour grading plan with legible callouts and minimal building data. Show drainage patterns.
- On all plans, show Caltrans' Right of Way (R/W).
- Early coordination with Caltrans is recommended.
- Caltrans generally does not allow development projects to impact hydraulics within the State’s R/W. Any modification to the existing Caltrans drainage and/or increase in runoff to State facilities will not be allowed.

26. The Developer shall work with California Department of Transportation to address the issues that were set forth in the letter dated March 3rd, 2022, made a part hereof.

Agenda Item No. F-1 Action Item

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

DATE SUBMITTED	<u>02/22/2023</u>
SUBMITTED BY	<u>COMMUNITY DEVELOPMENT DIRECTOR</u>
DATE ACTION REQUIRED	<u>03/01/2023</u>

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

REQUEST FOR THE ANNEXATION OF A PORTION OF APN 064-020-020 TO BE DEDICATED TO NANCE ROAD RIGHT-OF-WAY.

1. APPROVAL OF REQUEST FOR THE ANNEXATION OF A PORTION OF APN 064-020-020 TO BE DEDICATED TO NANCE ROAD RIGHT-OF-WAY.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

The City received email correspondence from Russell Roben, owner of ROBEN LLC, stating his desire to initiate a process for the annexation of a portion of APN 064-020-020 into the incorporated boundaries of the City of Imperial. Said portion of land, if the annexation is approved by the City, would be dedicated to be part of Nance Road Right-of-Way.

Community Development Department confirmed that said portion is the westerly 12' x 201.60' section of the targeted parcel, which is adjacent to the existing easterly Right-of-Way line of Nance Road. That piece of land would accommodate street improvements such as concrete Curb & Gutter and Sidewalks that shall be paid by Mr. Roben's corporation as a condition of the annexation process.

Per Mr. Roben's request, Community Development Department met with John Gay, Director of Public Works of the County of Imperial and Jurg Heuberger, Executive Officer of Imperial LAFCO to discuss the scope of the annexation. Both, Mr. Gay & Mr. Heuberger agreed to move forward with the annexation if the City of Imperial approves it.

Government Code Section 5600 et seq., also known as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (hereinafter referred to as "act"), governs the manner in which areas are annexed into any city in California. The Imperial County Local Area Formation Commission (LAFCO) is the local agency that administers and enforces the provisions of the Act. Applications for annexations must be submitted to LAFCO and can either be initiated by a petition of the residents or by Resolution of the City of Imperial. Applications must be accompanied by a legal description and a boundary map prepared by professional engineer or land surveyor licensed to do such work. Application fees and other documents must also be submitted. All fees associated with the annexation process will be paid by the applicant.

See Exhibits 1, 2 & 3 attached herewith for your review.

FISCAL IMPACT: NONE

ADMIN
SERVICES
SIGN INITIALS



STAFF RECOMMENDATION:

STAFF RECOMMENDS APPROVAL OF REQUEST FOR THE ANNEXATION OF A PORTION OF APN 064-020-020 TO BE DEDICATED TO NANCE ROAD RIGHT-OF-WAY.

DEPT. INITIALS



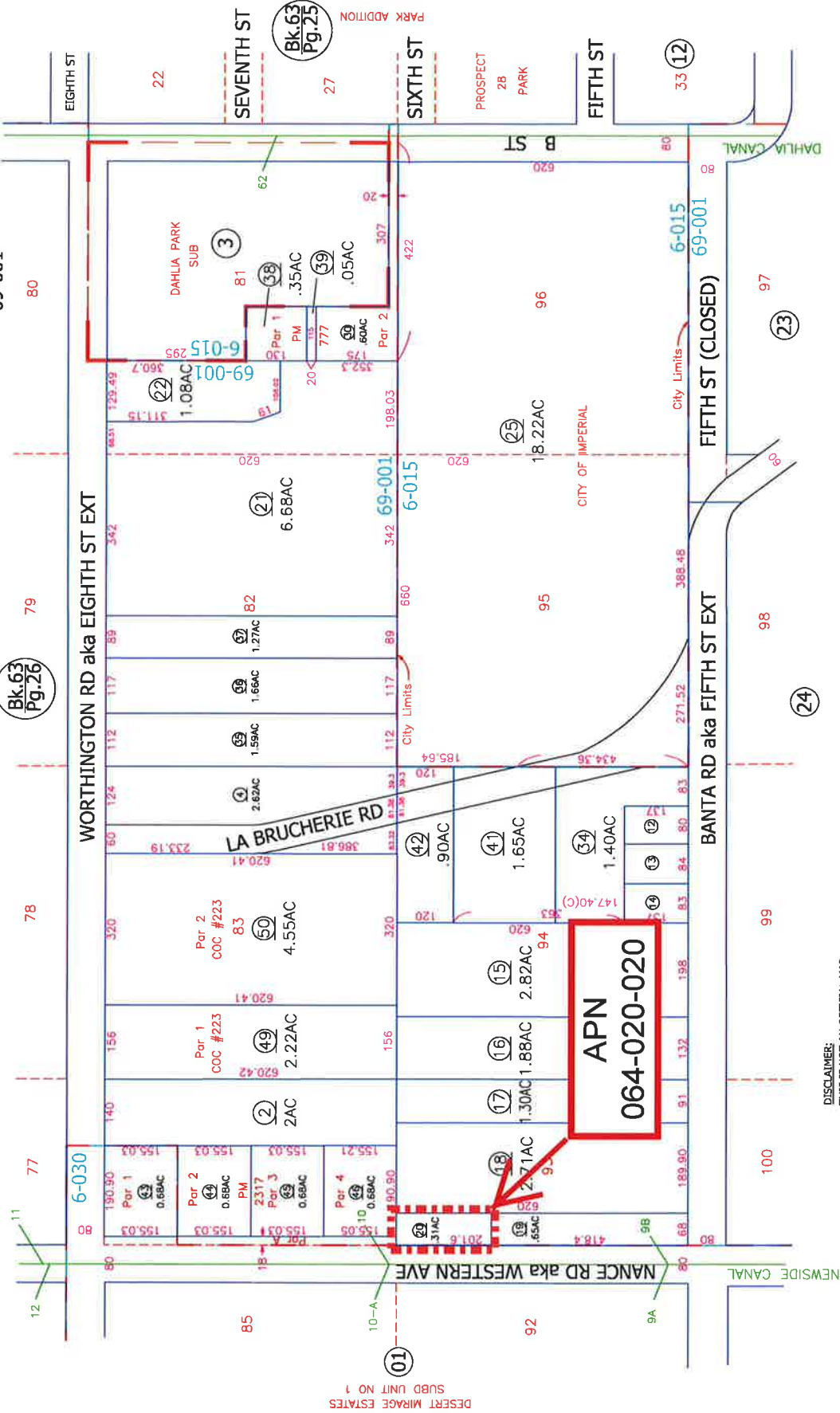
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER's INITIALS <i>JH</i>
MOTION:	
SECONDED:	APPROVED () REJECTED ()
AYES:	DISAPPROVED () DEFERRED ()
NAYES:	
ABSENT:	REFERRED TO:

EXHIBIT 1

POR. IMPERIAL SUB.1
T.15 S., R. 13/14 E.
OM 1-9

Tax Area Code
6-000
6-030
69-001

64-02

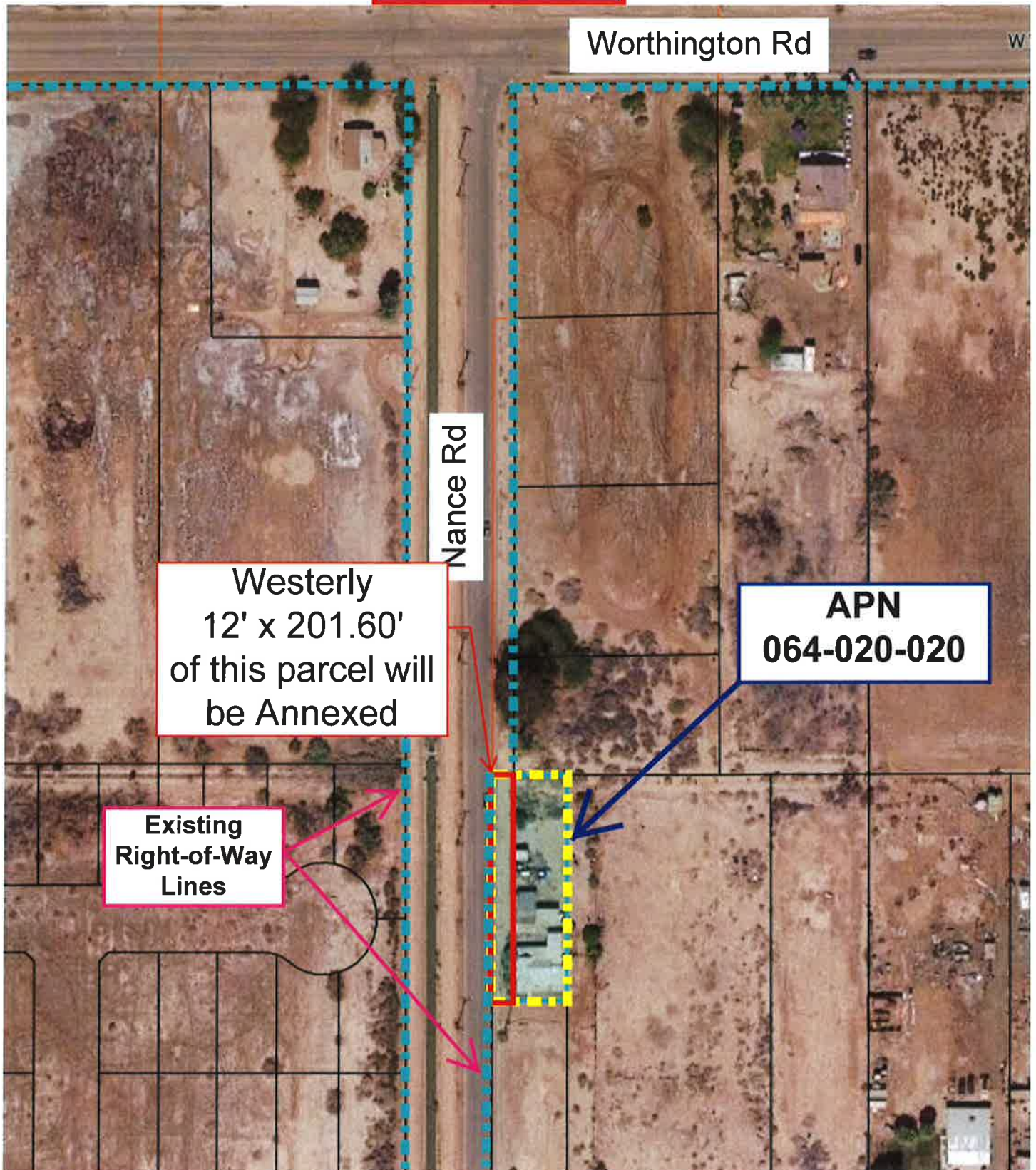


DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX. CODE SEC.327)

REMAP FROM 43-10 3-01-07 MF
06-26-06 LC 6-13-13 LC
11-14-01 AR 6-17-10 MF
10-2-01 AR 1-30-08 MF
5-15-81 LS 7-13-07 MF
7-26-19 MF
11-24-14 MF

CITY OF IMPERIAL
Assessor's Map Bk.64-Pg.02
County of Imperial, Calif.

Exhibit 2



1" = 145 ft

SITE PLAN

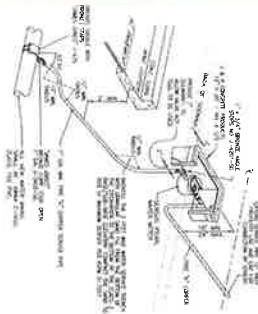
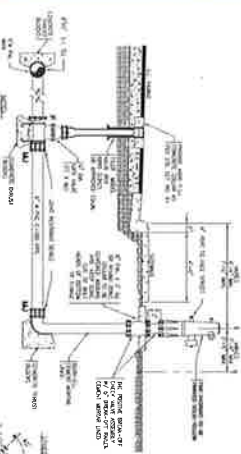
10/25/2022



This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

Exhibit 3

2670 NANCE ROAD, IMPERIAL, CA, 92251

[illegible]

STANDARD 1000

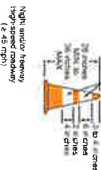
VICINITY MAP
NOT TO SCALE

LEARNING OBJECTS

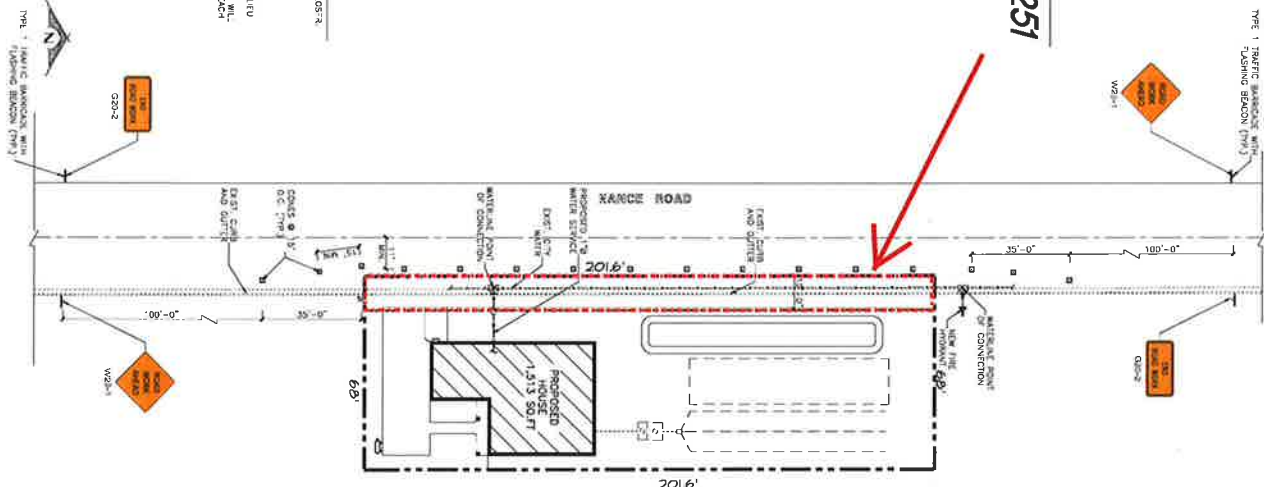
 TRAFFIC CONE

DIRECTION OF TRAVEL

CHANALIZING DEVICE



high-speed roadway
(≥ 45 mph)

[illegible]

REVISION	DESCRIPTION	DATE
PROJECT: DANCE HOME 2670 NANCE RD., WINTER, CA 92091		
SCALE: AS SHOWN	DATE: 11/15/2022	DRAWN BY: I.P.
SHEET CONTENTS: TRAFFIC CONTROL PLAN WATER METER & HYDRANT		JOB NO. 2021-11 DRAWING NO. 1 / 1

3R1 BUILDERS, INC.

591 NECKEL ROAD
IMPERIAL, CA 92251
PHONE: (760) 427-6428
LIC. # 1012633

DATE SUBMITTED 02/22/2023
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 03/01/2023

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Bid DISCUSSION/ACTION: 2022-03 Notice of Completion I. Discuss and Accept the Shop Tank Recoating Project as completed by Simpson Sandblasting & Special Coating, Inc. and authorize the filing of Notice of Completion.	
DEPARTMENT INVOLVED: Public Services -Water	
BACKGROUND/SUMMARY: BID No. 2022-03 "Shop Tank Recoating" Completed by Simpson Sandblasting & Special Coating, Inc. The Shop Tank Recoating Project was successfully completed in February 2023. Public Services would like to proceed with filing the Notice of Completion with the County.	
FISCAL IMPACT: None	FINANCE INITIALS 
STAFF RECOMMENDATION: Acceptance and closing of Project	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>STH</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

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

Murrieta Office

41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

February 20, 2023

Jackie Loper
Director of Community Development
420 South Imperial Avenue
Imperial, California 92251

Re: City of Imperial Shop Tank Recoating – Bid No. 2022-03

Dear Mr. Loper,

As previously discussed, the City of Imperial Shop Tank Recoating Project is complete. Albert A. Webb Associates verifies that the facilities have been constructed in conformance with the Contract Plans & Specifications as required. At this time we recommend the City file the Notice of Completion, release the Contractor's retention, and initiate the warranty period.

If you have any question, please call me at (951) 686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES

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

Shane Bloomfield, PE
Senior Engineer



www.webbassociates.com