

AGENDA

REGULAR MEETING of THE HOLTVILLE CITY COUNCIL 121 WEST FIFTH STREET - HOLTVILLE, CALIFORNIA

Monday, February 27, 2023

- | | | |
|---|---|--|
| <input type="checkbox"/> Ginger Ward, Mayor | <input type="checkbox"/> Michael Pacheco, Council Member | <input type="checkbox"/> Steve Walker, City Attorney |
| <input type="checkbox"/> Murray Anderson, Mayor Pro Tem | <input type="checkbox"/> George Morris, City Treasurer | <input type="checkbox"/> Jack Holt, City Engineer |
| <input type="checkbox"/> Mike Goodsell, Council Member | <input type="checkbox"/> Nick Wells, City Manager | <input type="checkbox"/> George Galvan, City Planner |
| <input type="checkbox"/> John Munger, Council Member | <input type="checkbox"/> Adriana Anguis, Finance Supervisor | <input type="checkbox"/> Alex Silva, Fire Chief |

THIS IS A PUBLIC MEETING

The Holtville City Council values your input if there is an issue on which you wish to be heard, for both items listed on the agenda and for items of general concern. The Mayor reserves the right to place a limit on each person's comments. Any public comments must include the individual's name and address for the record. Personal attacks on individuals and/or comments which are slanderous or which may invade an individual's personal privacy are not permitted.

CITY COUNCIL

MEETING CONVENED 5:30 PM

CLOSED SESSION PUBLIC COMMENTS: This is the time for the public to address the City Council on any item appearing on the Closed Session agenda for this meeting.

ADJOURN TO CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

(Government Code Section 54956.8)

Property: APN 045-281-004 formerly held by the former Holtville RDA *(S of Browning Trailer)*

Agency Negotiators: City Manager and City Attorney

Under Negotiation: Potential Sale

RECONVENE OPEN SESSION

PLEDGE of ALLEGIANCE:

INVOCATION:

CITY CLERK RE: Verification of Posting of the Agenda

EXECUTIVE SESSION ANNOUNCEMENTS:

GENERAL PUBLIC COMMENTS: The public may address the City Council on any item that DOES NOT appear on the agenda for this meeting within the purview of the City Council.

1. CONSENT AGENDA:

The items on the Consent Agenda are to be approved without comment. Should any Council Member or member of the public wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the NEW Business agenda.

- a. Approval of the Minutes from the Regular Meeting of Monday, February 27, 2023.
- b. Current Demands #45181 through #45226.

REPORTS of OFFICERS, COMMISSIONS, COMMITTEES and COMMUNIQUES:

2. **UNFINISHED BUSINESS:** *None*

3. **NEW BUSINESS:**

a. **Discussion/Related Action to Adopt RESOLUTION #23-07** Approving the Final Parcel Map and Subdivision Agreement for a Minor Subdivision (the Sunset Rose Apartments) at 704 East Third Street (APN 045-330-033)

George Galvan, City Planner

b. **Discussion/Related Action** to Approve a Proposal by the Imperial County Sheriff's Office to Install Remote LPR Security Cameras at the Intersection of Fifth Street & Holt Avenue

Nick Wells, City Manager

4. **INFORMATION ONLY:** *None*

5. **STAFF REPORTS**

a. **City Manager Report - Nick Wells**

b. Finance Supervisor - *Adriana Anguis*

c. Fire Chief - Alex Silva *To be provided*

d. Water/Wastewater Supervisor - *Frank Cornejo*

e. Public Works Foreman - *Alex Chavez To be provided*


6. **Items for future meetings**

7. **ADJOURNMENT:**

I, Nicholas D. Wells, Acting City Clerk of the City of Holtville, California, **DO HEREBY CERTIFY** that the foregoing agenda was duly posted at Holtville City Hall and on the City of Holtville's website (www.Holtville.ca.gov) on Friday, February 24, 2023.

**THE MINUTES OF THE REGULAR MEETING OF
THE HOLTVILLE CITY COUNCIL**

Monday, February 13, 2023

MEETING DATE:	<u>2/27/23</u>
ITEM NUMBER	<u>1 a</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

The Regular Meeting of the Holtville City Council was held on Monday, February 13, 2023, at 5:30 pm in the Civic Center. Mayor Ginger Ward was present, as were Council Members Murray Anderson, Mike Goodsell, and Mike Pacheco. Councilman John Munger joined the meeting via Zoom Video Conferencing link. Information for participation via Zoom was duly posted for the public as well. City Treasurer George Morris, City Manager Nick Wells, and Police Chief Joe Conkey were also present. City Attorney Steve Walker was absent.

CITY COUNCIL CLOSED SESSION MEETING CALLED TO ORDER:

The Closed Session meeting was called to order at 5:33 PM. by Mayor Ginger Ward.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

(Government Code Section 54956.8)

Property: APN 045-281-004 formerly held by the former Holtville RDA (*S of Browning Trailer*)

Agency Negotiators: City Manager and City Attorney

Under Negotiation: Potential Sale

No Reportable Action Taken

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION:

(Government Code Section 54956.9(a))

Charles Simpson vs. City of Holtville

No Reportable Action Taken

CITY COUNCIL OPEN SESSION MEETING CALLED TO ORDER:

Mayor Ward called the Open Session meeting to order at 6:02 PM.

PLEDGE OF ALLEGIANCE: *Mr. Anderson led the Pledge of Allegiance.*

INVOCATION: *The Invocation was given by Mr. Goodsell.*

CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:

City Manager Nick Wells verified that the agenda was duly posted on Friday, February 10, 2023.

EXECUTIVE SESSION ANNOUNCEMENTS:

Mr. Wells reported that there was no reportable action from the Closed Session.

GENERAL PUBLIC COMMENTS:

There were no comments from the public registered.

1. CITY COUNCIL CONSENT AGENDA:

- a. Approval of the Minutes from the Regular Meeting of Monday, January 30, 2023.**
- b. Current Demands #45146 through #45180**

A motion was made by Mr. Goodsell and seconded by Mr. Pacheco to approve the Consent Agenda as presented. The motion passed in the form of a roll call vote.

AYES: *Anderson, Goodsell, Munger, Pacheco, Ward*

NOES: *None*

ABSENT: *None*
ABSTAIN: *None*

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES, AND COMMUNIQUES:

Sgt. Conkey reviewed some recent crime statistics, highlighting a single traffic stop that yielded four arrests for both outstanding warrants and drug possession. There was one fight the prior evening, but no other significant disturbances for Carrot Festival activities. Finally, he reported that the County has procured several license plate cameras for installation at high traffic areas and he has recommended installing one at Fifth and Holt.

Mr. Morris relayed a story of a long ago encounter with an Officer Munger in El Centro that is brought to mind as he settles in to working with our new Councilman, John Munger (no relation).

Mr. Pacheco enjoyed Carrot Festival activities and is impressed with the new recently completed "Welcome to Holtville" mural on Cedar Avenue just south of Fifth Street.

Mr. Anderson was unable to attend a recent meeting of the Imperial Valley Housing Authority due to his commitment as HHS Girls Basketball Coach, but looks forward to future meetings.

Mr. Goodsell will be attending a meeting of the California Coalition of Governments (CALCOG) at the behest of Cheryl Viegas-Walker, who is leaving the association due to her recent retirement from Public service.

Mr. Munger recently attended the Cal Cities New Council training and was excited to meet with San Diego County elected officials, hoping we can work with them on issues in the future. He was also very happy to see the Blue Angels crew members in the Parade and their interaction with the public

Ms. Ward also enjoyed the Carrot Festival activities and the Blue Angels' participation. She helped judge the Carrot Cookoff for the Women's Club and was excited for the opportunity to spend a few minutes speaking with our new State Senator, Steve Padilla, at the Parade.

Mr. Wells reported that he enjoyed travelling with Mr. Munger to attend the Cal Cities New Council training and was happy to see the overwhelming turnout for the Carrot Festival Parade.

2. UNFINISHED BUSINESS: *None*

3. NEW BUSINESS:

- a Discussion/Related Action to Adopt RESOLUTION #23-05** Authorizing Specified City Officials to sign Checks, Drafts or Other Orders for the Payment of Money on Behalf of the City on All Mechanics Bank Accounts

Nick Wells, City Manager

Mr. Wells reviewed past practice of having the City Treasurer, City Manager, the Mayor, and the Mayor Pro Tem or other Council member as authorized signers on accounts.

A motion was made by Mr. Pacheco and seconded by Mr. Anderson to approve the resolution as presented. The motion passed in the form of a roll call vote.

AYES: *Anderson, Goodsell, Munger, Pacheco, Ward*

NOES: *None*

ABSENT: *None*
ABSTAIN: *None*

b. Discussion/Related Action to Adopt RESOLUTION #23-06 Adopting a Revised Salary Schedule for the 2022-23 Fiscal Year

Nick Wells, City Manager

Mr. Wells explained that although more changes are expected to streamline the schedule, they will be more easily incorporated with the adoption of new Memoranda of Understanding at the time of negotiations in a few months, the proposed change has been planned for sometime and it is being requested to take effect now.

A motion was made by Mr. Goodsell and seconded by Mr. Anderson to approve the resolution as presented. The motion passed in the form of a roll call vote.

AYES: *Anderson, Goodsell, Munger, Pacheco, Ward*

NOES: *None*

ABSENT: *None*

ABSTAIN: *None*

4. INFORMATION ONLY: *None*

5. STAFF REPORTS:

- a. City Manager Report - *Nick Wells***
- b. Finance Supervisor - *Adriana Anguis***
- c. Police Chief - *Joe Conkey***
- d. Water/Wastewater Supervisor - *Frank Cornejo***
- e. Public Works Foreman – *Alex Chavez***


6. Items for Future Meetings: *None discussed.*

7. ADJOURNMENT: *There being no further business to come before the Council, Mayor Ward adjourned the meeting at 6:45 PM.*

Nicholas D. Wells, Acting City Clerk

Ginger Ward, Mayor

Report Criteria:
Detail report type printed

MEETING DATE:		02/27/23
ITEM NUMBER		1 b
Approvals	CITY MANAGER	
	FINANCE MANAGER	
	CITY ATTORNEY	

Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Invoice #	Date	Category
45181								
8x8, INC.	3716766	TELEPHONE	02/01/2023	52.70	52.70	45181	02/16/2023	ADMIN
	3716766	TELEPHONE	02/01/2023	52.69	52.69	45181	02/16/2023	
	3716766	TELEPHONE	02/01/2023	52.69	52.69	45181	02/16/2023	
	3716766	TELEPHONE	02/01/2023	52.69	52.69	45181	02/16/2023	
	3716766	TELEPHONE	02/01/2023	52.69	52.69	45181	02/16/2023	
45182								
ACE HARDWARE	D46826	PIPE CUTTER	01/05/2023	17.23	17.23	45182	02/16/2023	PUBLIC WORKS
	D46708	TUBE CUTTER	01/04/2023	24.77	24.77	45182	02/16/2023	FIRE DEPT
	D46656	TOOLS	01/04/2023	18.94	18.94	45182	02/16/2023	
	D46861	TUBE COPPERS	01/05/2023	55.99	55.99	45182	02/16/2023	
	D48411	RAIN SUITS	01/12/2023	130.87	130.87	45182	02/16/2023	
	D48737	ELBOWS	01/14/2023	28.40	28.40	45182	02/16/2023	
	D48604	NOZZLE GUN AND COPP	01/13/2023	33.38	33.38	45182	02/16/2023	
	D49180	CLEANING SUPPLIES	01/17/2023	54.49	54.49	45182	02/16/2023	
	D49428	CLAMPS AND VALVES	01/18/2023	38.75	38.75	45182	02/16/2023	
	D50568	UTILITY PUMP	01/24/2023	129.28	129.28	45182	02/16/2023	
	D50572	STRAW HAT	01/24/2023	15.61	15.61	45182	02/16/2023	
	D54343	BRASS	02/10/2023	2.90	2.90	45182	02/16/2023	
	D252107	ANIMAL NET	01/31/2023	180.24-	180.24-	45182	02/16/2023	
	D52632	COUPLERS	02/02/2023	22.60	22.60	45182	02/16/2023	
	D53362	BATTERIES FOR BARRIC	02/06/2023	138.00	138.00	45182	02/16/2023	
	D52159	LAMP AND CABLE	01/31/2023	49.53	49.53	45182	02/16/2023	
	D52542	BATTERIES	02/01/2023	36.92	36.92	45182	02/16/2023	
	D52891	LED LIGHTS	02/03/2023	32.29	32.29	45182	02/16/2023	
	D50423	SCREWS	01/23/2023	8.19	8.19	45182	02/16/2023	
	D52425	TAPE	02/01/2023	14.20	14.20	45182	02/16/2023	
	D53975	PADLOCK	02/08/2023	16.15	16.15	45182	02/16/2023	
	D53961	PADLOCKS	02/08/2023	32.30	32.30	45182	02/16/2023	
	D53706	PAINT ANDK KEYS	02/07/2023	18.07	18.07	45182	02/16/2023	
	D53429	KEY SET	02/06/2023	20.51	20.51	45182	02/16/2023	
	D53429	KEY SET	02/06/2023	20.51	20.51	45182	02/16/2023	
	D52760	SAW BLADES	02/03/2023	23.70	23.70	45182	02/16/2023	
	D52760	SAW BLADES	02/03/2023	23.69	23.69	45182	02/16/2023	
45183								
ALL STAR FIRE EQUIPME	244970	BOOTS	01/09/2023	342.65	342.65	45183	02/16/2023	FIRE DEPT
45184								
ALL-STAR FIRE EQUIPME	245298	VEHICLE REPAIR	01/24/2023	735.28	735.28	45184	02/16/2023	FIRE DEPT
45185								
ARAMARK SERVICES, IN	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	308.01	308.01	45185	02/16/2023	PUBLIC WORKS
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	604.79	604.79	45185	02/16/2023	
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	630.50	630.50	45185	02/16/2023	
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	146.61	146.61	45185	02/16/2023	
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	137.45	137.45	45185	02/16/2023	
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	137.45	137.45	45185	02/16/2023	
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	247.41	247.41	45185	02/16/2023	
	#2000 1/31/2	ARAMARK SERVICES	01/31/2023	247.40	247.40	45185	02/16/2023	
45186								
AT&T	19474864	TELEPHONE CHARGES	02/10/2023	22.00	22.00	45186	02/16/2023	ADMIN
	19474864	TELEPHONE CHARGES	02/10/2023	135.60	135.60	45186	02/16/2023	
	19474864	TELEPHONE CHARGES	02/10/2023	454.78	454.78	45186	02/16/2023	
	19474864	TELEPHONE CHARGES	02/10/2023	34.85	34.85	45186	02/16/2023	
	19474864	TELEPHONE CHARGES	02/10/2023	45.95	45.95	45186	02/16/2023	
	19474864	TELEPHONE CHARGES	02/10/2023	82.50	82.50	45186	02/16/2023	

Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	
	19474864	TELEPHONE CHARGES	02/10/2023	56.28	56.28	45186	02/16/2023	
	19474864	TELEPHONE CHARGES	02/10/2023	2.93	2.93	45186	02/16/2023	
45187								
AT&T MOBILITY	02112023	TELEPHONE CHARGES	02/11/2023	58.23	58.23	45187	02/16/2023	ADMIN
	02112023	TELEPHONE CHARGES	02/11/2023	44.20	44.20	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	44.20	44.20	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	133.24	133.24	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	46.53	46.53	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	46.53	46.53	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	133.24	133.24	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	66.62	66.62	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	66.62	66.62	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	23.27	23.27	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	23.26	23.26	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	46.53	46.53	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	46.53	46.53	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	44.20	44.20	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	46.53	46.53	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	133.24	133.24	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	46.53	46.53	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	23.27	23.27	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	23.26	23.26	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	11.63	11.63	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	11.63	11.63	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	11.63	11.63	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	11.64	11.64	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	10.06	10.06	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	10.06	10.06	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	10.06	10.06	45187	02/16/2023	
	02112023	TELEPHONE CHARGES	02/11/2023	10.06	10.06	45187	02/16/2023	
	#1671X0211	FIRE DEPT PHONE	02/03/2023	44.20	44.20	45187	02/16/2023	
	#1671X0211	FIRE DEPT SERVICES	02/03/2023	120.72	120.72	45187	02/16/2023	
45188								
AUTO ZONE COMMERC	5648633201	DUPLICOLOR	02/02/2023	15.07	15.07	45188	02/16/2023	FIRE DEPT
45189								
BABCOCK & SONS, INC.	CA31052-22	OIL AND GREASE	01/18/2023	58.43	58.43	45189	02/16/2023	PUBLIC WORKS
	CA31051-22	COPPER	01/18/2023	17.64	17.64	45189	02/16/2023	
	CA31049-22	BIOCHEMICAL OXYGEN	01/18/2023	163.16	163.16	45189	02/16/2023	
	CA31016-22	BIOCHEMICAL OXYGEN	01/18/2023	163.16	163.16	45189	02/16/2023	
	LA30078-227	E.COLI LAB ANALYSIS	01/27/2023	31.85	31.85	45189	02/16/2023	
45190								
BAJA DESERT TIRE	66899	FLAT REPAIR	12/14/2022	55.00	55.00	45190	02/16/2023	PUBLIC WORKS
	66899	FLAT REPAIR	12/14/2022	55.00	55.00	45190	02/16/2023	
45191								
CASELLE, INC.	122915	CONTRACT SUPPORT 3/	02/01/2023	564.34	564.34	45191	02/16/2023	ADMIN
	122915	CONTRACT SUPPORT 3/	02/01/2023	564.33	564.33	45191	02/16/2023	
	122915	CONTRACT SUPPORT 3/	02/01/2023	564.33	564.33	45191	02/16/2023	
45192								
CORE & MAIN LP	S275281	WATER PLANT SUPPLIES	01/26/2023	3,440.00	3,440.00	45192	02/16/2023	PUBLIC WORKS
45193								
COUNTY MOTOR PARTS	298400	IMPACT SOCKET	01/10/2023	102.34	102.34	45193	02/16/2023	PUBLIC WORKS
	298154	BANDED BELT	01/03/2023	317.38	317.38	45193	02/16/2023	
	299128	FUEL PUMP	01/31/2023	116.67	116.67	45193	02/16/2023	
	299129	DOOR HANDLE TRIM	01/31/2023	20.24	20.24	45193	02/16/2023	
	299130	LOCKING LATCH	01/31/2023	384.88	384.88	45193	02/16/2023	

Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	
	299406	TAPE	02/08/2023	299.91	299.91	45193	02/16/2023	
	299149	TOOLS	01/31/2023	231.63	231.63	45193	02/16/2023	
	299149	TOOLS	01/31/2023	231.63	231.63	45193	02/16/2023	
45194								
CR&R INCORPORATED	JANUARY 20	TRASH RECEIVABLES JA	02/14/2023	27,481.82	27,481.82	45194	02/16/2023	ADMIN
	JANUARY 20	TRASH RECEIVABLES JA	02/14/2023	3,297.82-	3,297.82-	45194	02/16/2023	
	JANUARY 20	TRASH RECEIVABLES JA	02/14/2023	1,648.91-	1,648.91-	45194	02/16/2023	
	JANUARY 20	TRASH RECEIVABLES JA	02/14/2023	1,374.09-	1,374.09-	45194	02/16/2023	
45195								
DONOVAN AYERS	FINAL BILL	DEPOSIT	02/08/2023	232.00	232.00	45195	02/16/2023	ADMIN
45196								
HARBOR FREIGHT TOOL	1005733	WWTP TOOLS	01/24/2023	474.09	474.09	45196	02/16/2023	PUBLIC WORKS
45197								
HOLT GROUP, THE	22-12-028	(513) EAST 9TH STREET I	12/31/2022	890.00	890.00	45197	02/16/2023	ADMIN
	22-12-027	(512) WEST 9TH STREET	12/31/2022	1,247.50	1,247.50	45197	02/16/2023	
	22-12-026	(507) MINI STORAGE REV	12/31/2022	1,952.50	1,952.50	45197	02/16/2023	
	22-12-025	(506) SUNSET ROSE PAR	12/31/2022	1,405.00	1,405.00	45197	02/16/2023	
	22-12-024	(504) ZONING CODE UPD	12/31/2022	4,550.00	4,550.00	45197	02/16/2023	
	22-12-023	(499) HOLTVILLE 2 PINE	12/31/2022	1,712.50	1,712.50	45197	02/16/2023	
	22-12-022	(456) WETLANDS BOR G	12/31/2022	913.75	913.75	45197	02/16/2023	
	22-12-021	(335) MISCELLANEOUS T	12/31/2022	2,890.00	2,890.00	45197	02/16/2023	
	22-12-020	(207) REVIEW OF BUILDI	12/31/2022	903.80	903.80	45197	02/16/2023	
	22-12-019	(047) MISCELLANEOUS P	12/31/2022	492.50	492.50	45197	02/16/2023	
	22-11-026	(519) 2022 STATE-LOCAL	11/30/2022	3,601.25	3,601.25	45197	02/16/2023	
	22-11-025	(518) PINE AVE SIDEWAL	11/30/2022	446.25	446.25	45197	02/16/2023	
	22-11-024	(513) EAST 9TH STREET I	11/30/2022	1,870.75	1,870.75	45197	02/16/2023	
	22-11-023	(512) WEST 9TH STREET	11/30/2022	1,463.25	1,463.25	45197	02/16/2023	
	22-11-022	(510) PLHA GRANT PROG	11/30/2022	1,315.00	1,315.00	45197	02/16/2023	
	22-11-020	(491) SUNSET ROSE SEN	11/30/2022	2,805.00	2,805.00	45197	02/16/2023	
	22-11-019	(456) WETLANDS BOR G	11/30/2022	401.25	401.25	45197	02/16/2023	
	22-11-018	(335) MISCELLANEOUS T	11/30/2022	1,788.75	1,788.75	45197	02/16/2023	
	22-11-017	(207) REVIEW OF BUILDI	11/30/2022	695.14	695.14	45197	02/16/2023	
	22-11-016	(047) MISCELLANEOUS P	11/30/2022	1,615.81	1,615.81	45197	02/16/2023	
	22-11-021	(497) CEDAR AVENUE SI	11/30/2022	2,250.50	2,250.50	45197	02/16/2023	
45198								
HOLTVILLE CHAMBER O	2689	CF BANQUET TICKETS	02/03/2023	480.00	480.00	45198	02/16/2023	ADMIN
45199								
I.C. RECORDER	QUIHUIS	ROSA QUIHUIS - 570 TAM	02/15/2023	99.00	99.00	45199	02/16/2023	ADMIN
	FRANCES I	FRANCES IGNACIO - 562	02/15/2023	99.00	99.00	45199	02/16/2023	
45200								
I.C. SHERIFF'S DEPT	01312023-1	SHERIFF SERVICES JAN	02/06/2023	78,174.01	78,174.01	45200	02/16/2023	ADMIN
	01312023-1	SHERIFF SERVICES JAN	02/06/2023	8,476.00	8,476.00	45200	02/16/2023	
45201								
IMAGE SOURCE	25AR157315	FIRE DEPT COPIER USA	02/01/2023	4.32	4.32	45201	02/16/2023	ADMIN
	25AR157315	PRINTER	02/01/2023	29.57	29.57	45201	02/16/2023	
	25AR157315	PRINTER	02/01/2023	29.57	29.57	45201	02/16/2023	
	25AR157315	PRINTER	02/01/2023	33.27	33.27	45201	02/16/2023	
	25AR157315	PRINTER	02/01/2023	33.27	33.27	45201	02/16/2023	
	25AR157315	PRINTER	02/01/2023	33.26	33.26	45201	02/16/2023	
	25AR155856	PRINTER	01/03/2023	10.91	10.91	45201	02/16/2023	
	25AR155856	PRINTER	01/03/2023	13.65	13.65	45201	02/16/2023	
	25AR155856	PRINTER	01/03/2023	17.20	17.20	45201	02/16/2023	
	25AR155856	PRINTER	01/03/2023	17.20	17.20	45201	02/16/2023	
	25AR155856	PRINTER	01/03/2023	17.21	17.21	45201	02/16/2023	
	25AR148517	PRINTER	08/01/2022	1.85	1.85	45201	02/16/2023	
	25AR148517	PRINTER	08/01/2022	1.85	1.85	45201	02/16/2023	
	25AR148517	PRINTER	08/01/2022	3.08	3.08	45201	02/16/2023	

Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	
	25AR148517	PRINTER	08/01/2022	3.08	3.08	45201	02/16/2023	
	25AR148517	PRINTER	08/01/2022	3.08	3.08	45201	02/16/2023	
	25AR147188	PRINTER	07/01/2022	1.93	1.93	45201	02/16/2023	
	25AR147188	PRINTER	07/01/2022	1.93	1.93	45201	02/16/2023	
	25AR147188	PRINTER	07/01/2022	3.22	3.22	45201	02/16/2023	
	25AR147188	PRINTER	07/01/2022	3.22	3.22	45201	02/16/2023	
	25AR147188	PRINTER	07/01/2022	3.23	3.23	45201	02/16/2023	
	25AR154474	PRINTER	12/01/2022	34.21	34.21	45201	02/16/2023	
	25AR154474	PRINTER	12/01/2022	42.78	42.78	45201	02/16/2023	
	25AR154474	PRINTER	12/01/2022	53.93	53.93	45201	02/16/2023	
	25AR154474	PRINTER	12/01/2022	53.93	53.93	45201	02/16/2023	
	25AR154474	PRINTER	12/01/2022	53.93	53.93	45201	02/16/2023	
45202								
IMPERIAL COUNTY FIRE	FY 2022/202	HAZARDOUS INCIDENT	01/31/2023	360.00	360.00	45202	02/16/2023	ADMIN
45203								
IMPERIAL IRRIGATION DI	PARKS ELE	PARKS ELECTRICITY	02/15/2023	2,471.67	2,471.67	45203	02/16/2023	ADMIN
	ELEC JAN 2	ELECTRICITY	02/15/2023	3,216.77	3,216.77	45203	02/16/2023	
	ELEC JAN 2	ELECTRICITY	02/15/2023	2,715.02	2,715.02	45203	02/16/2023	
	ELEC JAN 2	ELECTRICITY	02/15/2023	13,892.10	13,892.10	45203	02/16/2023	
	ELEC JAN 2	ELECTRICITY	02/15/2023	6,710.50	6,710.50	45203	02/16/2023	
	ELEC JAN 2	ELECTRICITY	02/15/2023	120.51	120.51	45203	02/16/2023	
	ELEC JAN 2	ELECTRICITY	02/15/2023	99.18	99.18	45203	02/16/2023	
	ELEC JAN 2	ELECTRICITY	02/15/2023	99.18	99.18	45203	02/16/2023	
45204								
IMPERIAL IRRIGATION DI	#0303 SERVI	SERVICE PIPE 2 - ALAMO	01/18/2023	100.00	100.00	45204	02/16/2023	ADMIN
	#0303 JANA	WATER	01/01/2023	3,556.00	3,556.00	45204	02/16/2023	
45205								
IMPERIAL PRINTERS	23-45	NAMEPLATES	01/17/2023	86.20	86.20	45205	02/16/2023	ADMIN
45206								
JOHN MUNGER	CLOC FEB 2	CLOC TRAINING	02/14/2023	406.96	406.96	45206	02/16/2023	ADMIN
45207								
JUDITH PAYAN	FINAL BILL	FINAL BILL	02/01/2023	135.80	135.80	45207	02/16/2023	ADMIN
45208								
L.N. CURTIS & SONS	INV672289	EQUIPMENT REPAIR	01/31/2023	424.73	424.73	45208	02/16/2023	FIRE DEPT
45209								
LA BRUCHERIE IRRIGATI	256015C	TUBES AND CAPS	01/11/2023	134.85	134.85	45209	02/16/2023	PUBLIC WORKS
	256292C	WATER PLANT SUPPLIES	01/18/2023	197.84	197.84	45209	02/16/2023	
	256361C	BUSHINGS	01/19/2023	141.56	141.56	45209	02/16/2023	
	257223C	GLUE	02/07/2023	18.06	18.06	45209	02/16/2023	
	256954C	GASKETS	02/01/2023	593.29	593.29	45209	02/16/2023	
45210								
LEAF	14316180	PRINTER LEASE	03/01/2023	237.06	237.06	45210	02/16/2023	ADMIN
45211								
MALLORY SAFETY & SUP	5531044	SAFETY GLASSES	01/17/2023	49.45	49.45	45211	02/16/2023	PUBLIC WORKS
	5531044	SAFETY GLASSES	01/17/2023	49.45	49.45	45211	02/16/2023	
	5531044	SAFETY GLASSES	01/17/2023	49.44	49.44	45211	02/16/2023	
45212								
MISSIONSQUARE	6798855	RETIREMENT	02/08/2023	2,435.27	2,435.27	45212	02/16/2023	ADMIN
	6798855	RETIREMENT	02/08/2023	1,636.00	1,636.00	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	643.76	643.76	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	267.01	267.01	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	342.15	342.15	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	147.60	147.60	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	154.84	154.84	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	154.72	154.72	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	57.28	57.28	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	484.98	484.98	45212	02/16/2023	

Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	
	6798855	RETIREMENT	02/08/2023	562.28	562.28	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	811.00	811.00	45212	02/16/2023	
	6798855	RETIREMENT	02/08/2023	503.01	503.01	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	2,433.42	2,433.42	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	1,636.00	1,636.00	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	643.76	643.76	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	267.01	267.01	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	342.15	342.15	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	147.60	147.60	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	154.84	154.84	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	154.72	154.72	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	57.28	57.28	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	484.98	484.98	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	562.28	562.28	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	811.00	811.00	45212	02/16/2023	
	6383953	RETIREMENT	01/20/2023	503.01	503.01	45212	02/16/2023	
45213								
MOSS, LEVY & HARTZHE	13382	AUDIT WORK YEAR END	01/31/2023	4,000.00	4,000.00	45213	02/16/2023	ADMIN
45214								
NICHOLAS WELLS	EXPENSES	CLOC PER TIEM	02/14/2023	131.94	131.94	45214	02/16/2023	ADMIN
	MILEAGE 1/	MILEAGE 1/18/2023 - 2/14	02/14/2023	186.02	186.02	45214	02/16/2023	
45215								
PEOPLEREADY,INC.	27835077	TEMP WORKER PARKS	12/13/2022	770.55	770.55	45215	02/16/2023	PUBLIC WORKS
	27835079	TEMP WORKER WWTP	12/13/2022	840.60	840.60	45215	02/16/2023	
	27835078	TEMP WORKER WWTP	12/13/2022	168.12	168.12	45215	02/16/2023	
45216								
PERMA	INV11	WORKERS COMP 2022-2	02/07/2023	587.86	587.86	45216	02/16/2023	ADMIN
	INV11	WORKERS COMP 2022-2	02/07/2023	587.86	587.86	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	146.95	146.95	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	29.37	29.37	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	293.91	293.91	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	2.35	2.35	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	587.87	587.87	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	7,348.41	7,348.41	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	2,057.54	2,057.54	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	1,469.69	1,469.69	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	2,810.02	2,810.02	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	2,910.09	2,910.09	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	587.87	587.87	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	4,996.95	4,996.95	45216	02/16/2023	
	INV11	WORKERS COMP 2022-2	02/07/2023	3,527.26	3,527.26	45216	02/16/2023	
45217								
QUILL CORPORATION	30565127	SHREDDER	02/01/2023	80.81	80.81	45217	02/16/2023	ADMIN
	30565127	SHREDDER	02/01/2023	80.81	80.81	45217	02/16/2023	
	30565127	SHREDDER	02/01/2023	80.81	80.81	45217	02/16/2023	
45218								
ROTO ROOTER	201024	PLUMBING SERVICES FO	11/02/2022	148.91	148.91	45218	02/16/2023	ADMIN
	203221	POLICE STATION REPAIR	11/08/2022	130.00	130.00	45218	02/16/2023	
45219								
SELLERS PETROLEUM	CL29117	FIRE DEPT FUEL	01/31/2023	1,644.79	1,644.79	45219	02/16/2023	PUBLIC WORKS
	CL29118	PUBLIC WORKS FUEL	01/31/2023	55.03	55.03	45219	02/16/2023	FIRE DEPT
	CL29118	PUBLIC WORKS FUEL	01/31/2023	293.44	293.44	45219	02/16/2023	
	CL29118	PUBLIC WORKS FUEL	01/31/2023	614.44	614.44	45219	02/16/2023	
	CL29118	PUBLIC WORKS FUEL	01/31/2023	183.60	183.60	45219	02/16/2023	
	CL29118	PUBLIC WORKS FUEL	01/31/2023	287.74	287.74	45219	02/16/2023	
	CL29118	PUBLIC WORKS FUEL	01/31/2023	300.26	300.26	45219	02/16/2023	
	CL29118	PUBLIC WORKS FUEL	01/31/2023	582.28	582.28	45219	02/16/2023	

Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	
45220	CL29118	PUBLIC WORKS FUEL	01/31/2023	700.63	700.63	45219	02/16/2023	
SERVICE MASTER	34695	JANITORIAL SERVICE	02/07/2023	1,947.80	1,947.80	45220	02/16/2023	ADMIN
45221								
SPARKLETTTS	9431538 020	PUBLIC WORKS WATER	02/01/2023	634.17	634.17	45221	02/16/2023	PUBLIC WORKS
	9439337 020	FD WATER	02/01/2023	31.14	31.14	45221	02/16/2023	FIRE DEPT
45222								
STAPLES CREDIT	9846986016	BUILDING INSPECTOR T	02/09/2023	455.92	455.92	45222	02/16/2023	BUILDING
45223								
SUNBELT RENTALS	134827636-0	STUMP GRINDER	01/17/2023	1,394.30	1,394.30	45223	02/16/2023	PUBLIC WORKS
45224								
SWRCB ACCOUNTING O	LW-1038427	WATER SYSTEM ANNUAL	12/21/2022	12,989.44	12,989.44	45224	02/16/2023	PUBLIC WORKS
45225								
U.S. BANK	6741012	ADMINISTRATION FEES	11/25/2022	3,710.00	3,710.00	45225	02/16/2023	ADMIN
45226								
WYMORE, INC.	1227621	PLATES	01/11/2023	939.67	939.67	45226	02/16/2023	PUBLIC WORKS
Grand Totals:				<u>272,755.24</u>	<u>272,755.24</u>			

Report Criteria:
Detail report type printed



City of Holtville Report to City Council

Meeting Date:	February 27, 2023
Item Number:	_____
Approvals	City Manager _____
	Finance Manager _____
	City Attorney _____

To: Nicholas D. Wells, City Manager
Holtville City Council

From: George Galvan, City Planner

Prepared By: Francisco Barba, Associate Planner

Date: February 27, 2023

Subject: **Sunset Rose Final Parcel Map, Subdivision and Bond Agreements**

SUMMARY:

Applicant:	AMG & Associates, LLC
Project Location:	704 East 3 rd Street, Holtville, CA 92250 (APN 045-330-033)
Pending Action:	Adopt Resolution 23-07 Approving the following items contingent on the submittal of a signed Performance & Guarantee Bond, and a Payment Bond as required by Section 3 of the Subdivision Agreement (Refer to Exhibit B):
	<ul style="list-style-type: none"> • Final Parcel Map • Subdivision Agreement
Zoning:	R-4 Mobile Home Park
General Plan:	Medium Density Residential
Environmental:	Categorically Exempt – 15332 Infill Development

INTRODUCTION AND BACKGROUND

On January 6, 2020, the Planning Commission of the City of Holtville approved a Conditional Use Permit (CUP) for the construction of the Sunset Rose Senior Apartments project located at 704 East 3rd Street (Refer to **Attachment A**). The proposed project is planned to be constructed in two phases and a Tentative Parcel Map (TPM) was submitted on April 8, 2021, by AMG & Associates to subdivide the single 5-acre parcel into three separate parcels to accommodate the first phase of the Sunset Rose apartment complex. On November 15, 2021, the Planning Commission conducted its public hearing approving the Tentative Parcel Map, Conditions of Approval, and Report of Investigation. The Tentative Parcel Map, Conditions of Approval, and Report of Investigation were then reviewed and approved by the City Council of the City of Holtville during their December 13, 2021, meeting. The purpose of this report is for the City Council to review and adopt the Final Parcel Map, Subdivision Agreement, and Bond Agreement for the Sunset Rose Senior Apartments project.

REGULATIONS & ADOPTED PROCEDURES

The Subdivision Map Act vests in a city the power to regulate and control the design and improvement of subdivisions within its boundaries. The City of Holtville, pursuant to the Subdivision Map Act, has adopted the Subdivision Code contained in Title 16 of the Holtville Municipal Code. The Subdivision Code regulates the subdivision of land within, or as may be annexed to, the City and establishes standards for the design and improvement of the subdivision and dedications required. With the Subdivision Map Act, the Subdivision Code establishes the procedures and legal requirements for subdivisions.

Exceptions to the regulations may be approved by the City Council if special circumstances or unusual conditions apply to the property. The City Council has the authority to reject a project if the findings presented by the Planning Commission will be detrimental to the public health, safety, or general welfare or person residing in the area. Should the parcel map not be consistent with the General Plan or any specific plan, as required by the Subdivision Map Act, the City Council has the authority to reject the subdivision. After receiving recommendations from the Planning Commission from their November 15, 2021, meeting, the City Council conditionally approved the tentative parcel map during their December 13, 2021, meeting.

SITE INFORMATION

Project Scope and Location. The proposed project site is located at the southeastern portion of the City Limits. The proposed project consists of subdividing a 5-acre parcel (217,800 square feet) into three separate parcels. As depicted on **Attachment B – Final Parcel Map**, “Parcel 1” will measure 2-acres (87,364 square feet) and will accommodate the construction of the first 32 apartment units as proposed for phase one of the project. The second phase will consist of constructing 32 additional apartment units on “Parcel 2” which will measure at 2-acres (89,713 square feet). “Parcel A” will measure 1.1-acres and will consist of a retention basin for parcels 1 and 2.

Roadways and Right-of-Way. Primary access to the project site is from 3rd Street. Per the Conditions of Approval adopted by the City Council during their December 13, 2021, meeting (Refer to **Exhibit A**), the developer must improve the north side of 3rd Street along the frontage of the project site. Improvements include sidewalk installation, curb and gutter replacement, street improvements, etc.

Existing Utilities. The existing parcel has the following utilities available to accommodate the proposed use:

- **Water** – There is an existing 6” water line located along 3rd Street making water services available at the proposed project site.
- **Sewer** – The proposed project site has a sewer collection system located along 3rd Street making sewer services available at the proposed project site.
- **Power** – The Imperial Irrigation District currently provides power to the subject site.

ISSUES FOR DISCUSSION

Subdivision & Bond Agreement. A Subdivision Agreement is an agreement between the property owner(s) of the land comprising a subdivision and the city, the purpose of which is to ensure completion of public improvements within a specific time period following final subdivision plat approval. Per

condition number 12 of the attached Conditions of Approval (refer to **Exhibit A**), the applicant is responsible for the following off-site improvements:

- a) The applicant shall improve the north side of Third Street along the frontage of the project site. Improvements shall be consistent with the pavement width shown in S101 of the City of Holtville City Standard Details, except that a 2-inch x 6-inch board shall be placed along the north pavement edge of the street section. **Note: The half width street section two (2) – 11.5 foot wide lanes per City Standard S112 will convert to an 8 foot parking lane and 12 foot traffic lane when Third Street is fully constructed per City Standard Parking Lane Detail S101.**
- b) The existing curb and gutter along the south side of Third Street along the project frontage shall be replaced as necessary where existing improvements are deteriorated. Existing depressed curbs shall be replaced as necessary.
- c) A sidewalk shall be installed on Third Street along the northern frontage of the project site in accordance with City standards.
- d) The Developer shall install an End-of-Road barricade at the terminus of Third Street, in accordance with City of Holtville Standard Detail S139.
- e) Two streetlights shall be installed on Third Street along the frontage of the project site. Streetlights shall be installed in accordance with City of Holtville standards.

These improvements along with other requirements are listed on the Subdivision Agreement found on **Exhibit B**. The attached Subdivision Agreement was signed and submitted by the applicant on February 21, 2023, and has an effective date of February 27, 2023, with a completion date of February 27, 2024. A security bond has also been listed as part of the Subdivision Agreement to ensure the completion of the necessary improvements for the project.

A bond agreement is a legal contract between an issuer and the holder of a bond. The issuer agrees to repay the principal, usually at maturity, plus interest on time at a specified rate. As part of the Section 3 of the signed Subdivision Agreement, two bonds (A Performance & Guarantee Bond and a Payment Bond), each with a sum of \$480,798.00, are required for the Sunset Rose project. On February 21, 2023, the City of Holtville received a draft Completion Bond (See **Exhibit C**) that satisfies the requirements of the Performance Guarantee Bond, however, the City has yet to receive a Payment Bond as of February 23, 2023. It is recommended that the City Council approve the Subdivision Agreement contingent on the submittal of the final signed copies of both the Performance & Guarantee Bond and Payment Bond.

BUILDING PERMIT

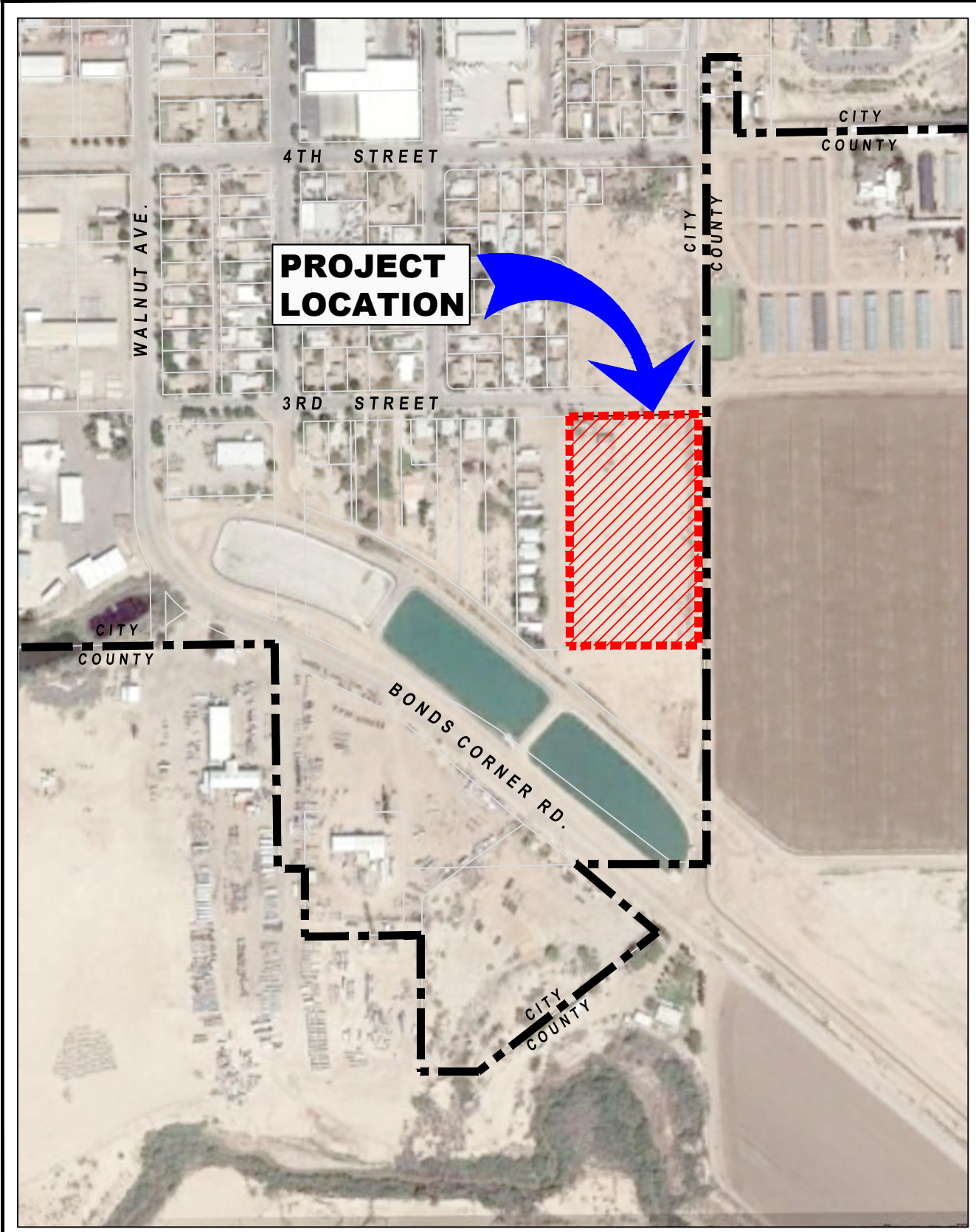
As part of the building permit process, applicants are required to submit a grading plan, site plan, landscaping plan, and any other plans/reports deemed necessary for the project. All the submitted plans have been reviewed for conformance with both the Conditions of Approval adopted by the Planning Commission during their January 6, 2020 meeting and the Conditions of Approval adopted by the City Council during their December 13, 2021, meeting. The offsite improvement plans were conditionally approved on February 14, 2023, with one of the requirements being the approval and recording of both the Final Parcel Map and subsequent agreements. The applicant has indicated that construction is scheduled to begin as soon as May of 2023.

PENDING ACTION

Upon reviewing all pertinent documentation for the project, staff recommends that the City Council consider adopting Resolution CC 23-07 approving the Final Parcel Map 2022-01 and Subdivision Agreement contingent on the submittal of the final signed copies of both the Performance & Guarantee Bond and Payment Bond.

Attachments: Attachment A – Sunset Rose Project Location Map
 Attachment B – Final Parcel Map
 Attachment C – Resolution 23-07
 Exhibit A – Conditions of Approval
 Exhibit B – Subdivision Agreement
 Exhibit C – Draft Bond Agreement

Attachment A – Sunset Rose Project Location Map



The Holt Group, Inc.
ENGINEERING • PLANNING • SURVEYING

1601 N. Imperial Ave. El Centro, California 92243



(760)337-3883



NOT TO SCALE

SUNSET ROSE SENIOR APARTMENTS
Holtville, CA 92250

Attachment A

Project No. 116.506
Date: February 2023

Attachment B – Final Parcel Map

PARCEL MAP NO. 22 - 01

SHEET 1 OF 2 SHEETS

BLOCK 140 OF THE TOWNSITE OF HOLTVILLE, IN THE CITY OF HOLTVILLE, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 908 IN BOOK 1, PAGE 12 OF OFFICIAL MAPS 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. TOGETHER WITH THAT PORTION OF 2ND STREET ADJOINING SAID BLOCK ON THE SOUTH AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 477.

CITY OF HOLTVILLE, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND THE FILING OF SAID MAP AND SUBDIVISION.

WE ALSO HEREBY RESERVE ONTO OURSELVES, OUR HEIRS AND ASSIGNS A 40.50 FOOT WIDE RECIPROCAL MAINTENANCE AND USE AGREEMENT BETWEEN PARCELS 1 AND 2 FOR SHARED ACCESS, PARKING, COMMON AMENITIES, UTILITY FACILITIES, MAINTENANCE AND OPERATION EXPENSES PER THIS MAP.

OWNER:
AMG & ASSOCIATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

ALEX GEVORGIAN, MANAGING MEMBER DATE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND(SIGNATURE): _____

PRINT NAME: _____

COMMISSION NO. OF NOTARY: _____

COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____ COUNTY

SIGNATURE OMISSION STATEMENT

THE SIGNATURE OF THE FOLLOWING PARTIES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (A)(3)(A)(I) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

- 1) AN EASEMENT FOR A CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES, THE HOLTVILLE DITCH AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 18, 1938 AS INSTRUMENT NO. 56, IN BOOK 499, PAGE 120 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION

BLOCK 140 OF THE TOWNSITE OF HOLTVILLE, IN THE CITY OF HOLTVILLE, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 908 IN BOOK 1, PAGE 12 OF OFFICIAL MAPS 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.

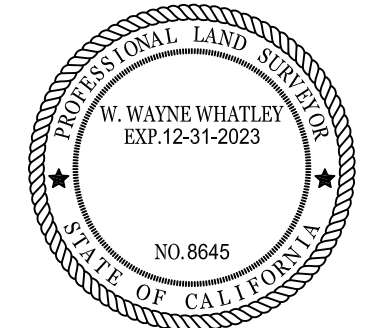
TOGETHER WITH THAT PORTION OF 2ND STREET ADJOINING SAID BLOCK ON THE SOUTH AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 477.

EXCEPTING THEREFROM ANY MOBILE HOME OR TRAILER SITUATED ON SAID LAND.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AMG & ASSOCIATES, LLC ON APRIL 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

10/06/2022
W. WAYNE WHATLEY, L.S. NO. 8645 DATE
EXP. DATE: 12/31/23



CITY ENGINEER'S STATEMENT

I, JAMES G. HOLT, CITY ENGINEER OF THE CITY OF HOLTVILLE, STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP, IF REQUIRED AND APPROVED ALTERNATIVE THEREOF; AND THAT ALL REQUIREMENTS OF CHAPTER 2, DIVISION 2, TITLE 7 OF GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

JAMES G. HOLT, RCE 31773 DATE
CITY ENGINEER

PLANNING DIRECTOR'S STATEMENT

I, GEORGE GALVAN, HEREBY STATE THAT THIS PARCEL MAP COMPLIES WITH THE TENTATIVE OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY, AS APPROVED BY THE PLANNING COMMISSION.

GEORGE GALVAN, AICP, PLANNING DIRECTOR DATE
CITY OF HOLTVILLE

CITY CLERK'S STATEMENT

I, NICHOLAS D. WELLS, ACTING CITY CLERK OF THE CITY OF HOLTVILLE, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL APPROVED THIS FINAL MAP ON _____ DAY OF _____, 2022

NICHOLAS D. WELLS, ACTING CITY CLERK DATE
CITY OF HOLTVILLE

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF PARCEL MAP AT PAGES _____, AT THE REQUEST OF AMG & ASSOCIATES, LLC.

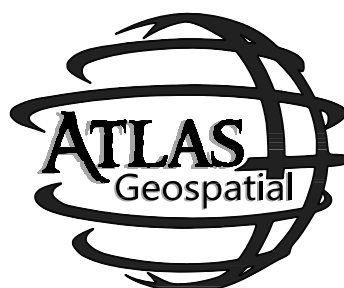
DOCUMENT NO. _____

FEE: _____
CHUCK STOREY
COUNTY RECORDER

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS PARCEL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL.

TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. _____, OR
TITLE: TAX CERTIFICATE INSTRUMENT NO. _____, OR
TITLE: RECIPROCAL MAINTENANCE AND USE AGREEMENT INSTRUMENT NO. _____, OR
TITLE: _____ INSTRUMENT NO. _____, OR
TITLE: _____ INSTRUMENT NO. _____, OR



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PARCEL MAP NO. 22 - 01

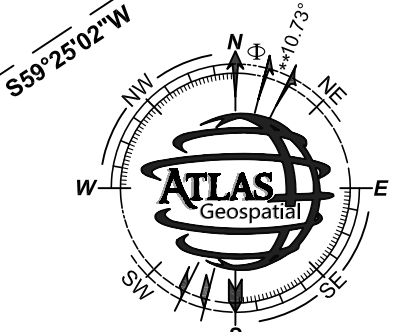
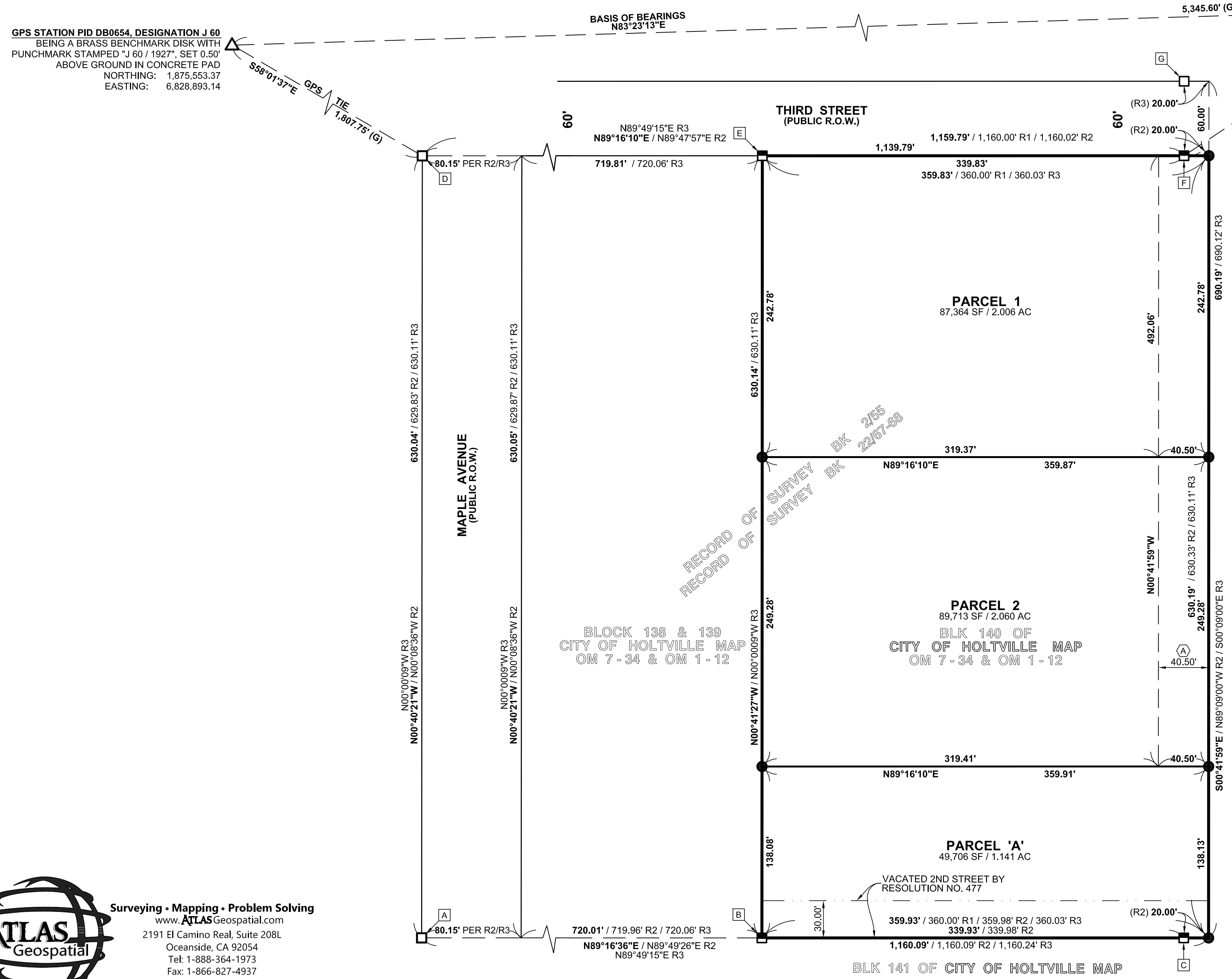
BLOCK 140 OF THE TOWNSITE OF HOLTVILLE, IN THE CITY OF HOLTVILLE, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 908 IN BOOK 1, PAGE 12 OF OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY. TOGETHER WITH THAT PORTION OF 2ND STREET ADJOINING SAID BLOCK ON THE SOUTH AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 477.

CITY OF HOLTVILLE, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

GPS STATION PID DB0654, DESIGNATION J 60
BEING A BRASS BENCHMARK DISK WITH PUNCHMARK STAMPED "J 60 / 1927", SET 0.50' ABOVE GROUND IN CONCRETE PAD
NORTHING: 1,875,553.37
EASTING: 6,828,893.14

BASIS OF BEARINGS
N83°23'13"E

GPS STATION PID DB1219, DESIGNATION CO J 3
BEING A BRASS BENCHMARK DISK WITH PUNCHMARK STAMPED "CO J 3 / 1983", SET ON CONCRETE WINGWALL IN PEAR MAIN CANAL
NORTHING: 1,876,168.99
EASTING: 6,834,203.17



LATITUDE = 32°48'35.43486"
LONGITUDE = 115°22'49.00588"
MAPPING ANGLE = 00°28'40.5"
COMBINATION FACTOR = 1.00000166
ELEVATION = -11.66'
NATIONAL GEODETIC SURVEY PID DB0654, DESIGNATION J 60
**MAGNETIC DECLINATION WAS PROVIDED BY THE NATIONAL GEOPHYSICAL DATA CENTER AND WAS CALCULATED USING THE CURRENT WORLD MAGNETIC MODEL (WMM2020) - <http://www.ngdc.noaa.gov/geomag-web>

RECORD LEGEND

- XX A BEARING OR DIMENSION THAT IS MEASURED OR CALCULATED
- R1 RECORD DATA PER MAP OF THE CITY OF HOLTVILLE, OM 7-34.
- R2 RECORD DATA PER RECORD OF SURVEY, ROS 22-67.
- R3 RECORD DATA PER RECORD OF SURVEY, ROS 2-55.

EASEMENTS

AN EASEMENT FOR A CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES, THE HOLTVILLE DITCH AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 18, 1938 AS INSTRUMENT NO. 56, IN BOOK 499, PAGE 120 OF OFFICIAL RECORDS. **THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.**

(A) 40.50 FOOT WIDE RECIPROCAL MAINTENANCE AND USE AGREEMENT BETWEEN PARCELS 1 AND 2 FOR SHARED ACCESS, PARKING, COMMON AMENITIES, UTILITY FACILITIES, MAINTENANCE AND OPERATION EXPENSES PER THIS MAP.

BASIS OF BEARINGS

THE BEARINGS OF BEARINGS FOR THE SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 6, BASED ON LOCAL CONTROL STATION BETWEEN NATIONAL GEODETIC SURVEY (NGS) GPS OBSERVATION MONUMENTS DB0654 & DB1219 NAD 1983 AS PER NGS PUBLISHED DATA SHEET BEING N83°23'13"E

ALL COORDINATES SHOWN HEREIN ARE GRID. ALL MEASURED AND CALCULATED DISTANCES SHOWN HEREIN ARE GROUND. GRID DISTANCES ARE SHOWN WITH A (G). TO OBTAIN GRID DISTANCES WHERE NOT SHOWN, MULTIPLY GROUND DISTANCES BY GEODETIC CONTROL GPS STATION NO. DB0654 COMBINATION FACTOR OF 1.00000166.

QUOTED BEARINGS FROM PREVIOUSLY RECORDED MAPS AND DEEDS REFERRED TO HEREON MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

MONUMENT NOTES

- (A) FOUND 1-1/2" IRON PIPE W/ ILLEGIBLE TAG, ACCEPTED AS MONUMENT SET PER R2, HELD TO ESTABLISH 2nd STREET CENTERLINE, FLUSH IN DIRT.
- (B) FOUND 4" CONCRETE CYLINDER, NO TAG, ACCEPTED AS MONUMENT SET PER R3, DOWN 2.40 FEET IN DIRT, SET 2" IRON PIPE W/ TAG STAMPED "LS 8645" IN DIRT.
- (C) FOUND 4" CONCRETE CYLINDER, NO TAG, ACCEPTED AS 20 FOOT WEST OFFSET MONUMENT SET PER R3, DOWN 2.80 FEET IN DIRT, SET 2" IRON PIPE W/ TAG STAMPED "LS 8645" IN DIRT.
- (D) FOUND 4" CONCRETE CYLINDER W/ ILLEGIBLE TAG, ACCEPTED AS MONUMENT SET PER R2, HELD AS NORTHEAST CORNER OF BLOCK 137 AND TO ESTABLISH NORTH LINE OF BLOCK 138 THROUGH 140, DOWN 1.40 FEET IN DIRT. NORTHING: 1,874,596.124 EASTING: 6,830,426.651
- (E) FOUND 4" CONCRETE CYLINDER, NO TAG, ACCEPTED AS MONUMENT SET PER R3, DOWN 1.30 FEET IN DIRT, SET 2" IRON PIPE W/ TAG STAMPED "LS 8645" IN DIRT.
- (F) FOUND 4" CONCRETE CYLINDER, NO TAG, ACCEPTED AS 20 FOOT WEST OFFSET MONUMENT SET PER R3, DOWN 1.40 FEET IN DIRT, SET 2" IRON PIPE W/ TAG STAMPED "LS 8645" IN DIRT. NORTHING: 1,874,610.657 EASTING: 6,831,566.348
- (G) FOUND 2" IRON PIPE W/ BRASS CAP, PER FB 630 PG 12, HELD TO ESTABLISH RIGHT OF WAY, DOWN 0.80 FEET IN DIRT.

LEGEND

- | | | | |
|---------|----------------------|---|---|
| —— | BOUNDARY OF THIS MAP | □ | FOUND MONUMENT AS DESCRIBED |
| - - - - | TIE LINE | ■ | FOUND MONUMENT AS DESCRIBED, SET 2" IRON PIPE, CONCRETE FILLED, W/ TAG STAMPED "LS 8645" IN DIRT. |
| —— | PARCEL LINE | ● | SET 2" IRON PIPE, CONCRETE FILLED, W/ TAG STAMPED "LS 8645" IN DIRT. |
| —— | RIGHT OF WAY LINE | ▲ | CCS83 GEODETIC CONTROL MONUMENT |
| - - - - | CENTERLINE | | |
| CL | CENTERLINE | | |
| CR | CORNER RECORD | | |
| FM | FINAL MAP | | |
| OM | OFFICIAL MAP | | |

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BLK 141 OF CITY OF HOLTVILLE MAP

Attachment C – Resolution 23-07

Exhibit A – Conditions of Approval

Exhibit B – Subdivision Agreement

Exhibit C – Draft Bond Agreement

**HOLTVILLE CITY COUNCIL
RESOLUTION NO. 23-07**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL APPROVING THE
FINAL PARCEL MAP AND SUBDIVISION AGREEMENT FOR A MINOR SUBDIVISION
AT 704 EAST 3RD STREET (APN 045-330-033)**

WHEREAS, AMG & Associates, LLC (Applicant and Property Owner) submitted a Tentative Parcel Map on April 8, 2021 to subdivide an existing 5-acre parcel into three (3) new parcels at 704 East 3rd Street (APN 045-330-033) within the City of Holtville; and

WHEREAS, the Tentative Parcel Map was filed in conformance with the form, content and fees stipulated by the City Ordinance; and

WHEREAS, the Planning Commission has issued and approved a Report of Investigation on the Tentative Parcel Map and provided recommendations to the City Council to modify, sustain, or overrule the Report of Investigation; and

WHEREAS, a Public Hearing was held on November 15, 2021 by the Holtville Planning Commission and upon hearing and considering all testimony and arguments, for and against, and analyzing the information submitted by staff and considering any written comments received, the Planning Commission approved the Tentative Parcel Map; and

WHEREAS, the City Council also conducted a public hearing at its regularly scheduled meeting on December 13, 2021 and upon hearing and considering all testimony and arguments, for and against, and analyzing the information submitted by staff and considering any written comments received, the City Council approved the Tentative Parcel Map with conditions of approval attached hereto as **Exhibit A**; and

WHEREAS, the applicant submitted a notarized Subdivision Agreement, attached hereto as **Exhibit B**, to the City on February 21, 2023; and

WHEREAS, Section 3 of the Subdivision Agreement requires the submittal of both a Performance and Guarantee Bond and Payment Bond each with a sum of \$480,798; and

WHEREAS, the applicant submitted a Draft Completion Bond Agreement, attached hereto as **Exhibit C**, to the City on February 21, 2023 which satisfies the requirements listed in Section 3A for the Performance and Guarantee Bond; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) per 15332 – Infill Development; and

**NOW, THEREFORE, THE HOLTVILLE CITY COUNCIL DOES HEREBY
RESOLVE, DETERMINE AND AUTHORIZE AS FOLLOWS:**

1. That the project has been reviewed in accordance with the requirements set forth by the City; and
2. That the City Council has issued the Report of Investigation; and
3. That based on the evidence presented at the public hearing, the City Council hereby

APPROVES the Final Parcel Map for the minor subdivision at 704 East Third Street (APN 045-330-033) subject to the Conditions of Approval (**Exhibit A**) for Council action, and based on the following findings consistent with the Report of Investigation:

- a. That the proposed tentative map is consistent with the Holtville General Plan and Zoning Ordinance.
 - b. That the site is physically suitable for the proposed residential development.
 - c. That the design of the proposed minor subdivision is not likely to cause serious public health problems.
 - d. That the minor subdivision will not conflict with any existing public easements.
 - e. That the minor subdivision or the proposed improvements is not likely to cause environmental damage or injure fish or wildlife or their habitat.
 - f. That the proposed project complies with the requirements of the Holtville Subdivision Ordinance and Subdivision Map Act.
4. That after review, the City Council hereby **APPROVES** the Subdivision Agreement attached hereto as **Exhibit B** contingent on the submittal of the final signed copies of both the Performance and Guarantee Bond, and the Payment Bond as required by Section 3 of the Subdivision Agreement.
5. That the foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a regular meeting held on this 27th day of February, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Nicholas D. Wells, City Manager
(Acting City Clerk)

Ginger Ward, Mayor

Exhibit A – Conditions of Approval

EXHIBIT A

CONDITIONS OF APPROVAL

TENTATIVE PARCEL MAP 2021-01 FOR THE SUNSET ROSE SENIOR APARTMENTS

704 East 3rd Street (APN 045-330-033)

These Conditions of Approval are issued to AMG & Associates, LLC for the Tentative Parcel Map (TPM) for the proposed minor subdivision located at 704 East 3rd Street in the City of Holtville, specifically the property having Assessor's Parcel Number 045-330-033. The project consists of the subdivision of a 5-acre lot (217,800 square feet) into four parcels to accommodate the apartment units.

LAND USE AND PLANNING

1. The project is approved as shown on the Schematic Site Plan dated December 6, 2019, except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the City Planner if found to be in substantial conformance to these Conditions of Approval and the City of Holtville Municipal Code.

REQUIRED PERMITS AND AUTHORIZATIONS

2. **Building Permit** – The applicant shall secure a building permit with the City of Holtville and pay all applicable Development Impact Fees. A building permit shall be obtained for all building construction and on-site improvements including permanent and temporary signs. Inspections for compliance shall be obtained prior to issuance of a Certificate of Occupancy and opening the business operation.
3. **Air Pollution Control District Permit** – Any person or organization proposing to construct, modify, or operate a facility or equipment that may emit pollutants from stationary source into the atmosphere.
4. The subdivider(s)/property owner(s) 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.
5. The conditional approval of TPM 2021-01 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.
6. The subdivider(s)/property owner(s) shall have 24 months from approval of TPM 2021-01 to file a Final Parcel Map otherwise the TPM shall expire and no longer be valid.

EXHIBIT A

7. The conditional approval of TPM 2021-01 does not constitute approval of the construction of any buildings on the subdivided lots. All construction plans are subject to review by various City Departments.

FINAL PARCEL MAP COMMENTS

8. 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 Planning prior to submittal for approval to record any Final Parcel Map.
9. The Final Parcel Map shall be prepared in accordance with a completed final survey of the subdivision and in compliance with the requirements of the Subdivision Map Act and applicable City Ordinances.
10. The Final Parcel Map shall clearly show all stakes, monuments or other evidence found on the ground which were used as ties to determine the boundaries of the lots. The referenced survey monuments must be found acceptable by the City Engineer and meet Subdivision Map Act standards and that all Conditions of Approval have been met.
11. The Final Parcel Map requires certification by the engineer/surveyor prior to final review by the City Engineer. The City Engineer may accept the map if found adequate per the Subdivision Map Act, and determines that all Conditions of Approval have been met, before the Final Parcel Map can be files with the City Clerk.

CIVIL ENGINEERING COMMENTS

12. Streets, Curb and Gutter, and Sidewalk

- a. The applicant shall improve the north side of Third Street along the frontage of the project site. Improvements shall be consistent with the pavement width shown in S101 of the City of Holtville City Standard Details, except that a 2-inch x 6-inch board shall be placed along the north pavement edge of the street section. **Note: The half width street section two (2) – 11.5 foot wide lanes per City Standard S112 will convert to an 8 foot parking lane and 12 foot traffic lane when Third Street is fully constructed per City Standard Parking Lane Detail S101.**
- b. The existing curb and gutter along the south side of Third Street along the project frontage shall be replaced as necessary where existing improvements are deteriorated. Existing depressed curbs shall be replaced as necessary.

EXHIBIT A

- c. A sidewalk shall be installed on Third Street along the northern frontage of the project site in accordance with City standards.
 - d. The Developer shall install an End-of-Road barricade at the terminus of Third Street, in accordance with City of Holtville Standard Detail S139.
 - e. Two street lights shall be installed on Third Street along the frontage of the project site. Street lights shall be installed in accordance with City of Holtville standards.
13. **Domestic, Water, and Fire.** The Developer's engineer shall prepare a hydraulic study during the project design and complete required improvements to the Holtville Water Distribution System to provide the required combined peak domestic and fire flow demand to the project site. The City of Holtville Fire Chief shall establish the required fire flow and residual pressure required for this project.
- a. Developer shall install a fire service line backflow preventer per the City of Holtville Fire Department requirements. Installation shall comply with all applicable rules, regulations and ordinance. The fire department will determine whether a Reduced Pressure Principal Detector Assembly (RPDA) or a Double Check Valve Detector Assembly (DCDA) is required during the preparation of the Improvement Plans. The requirements and installation location of Fire Department Connections shall be determined by the fire department. A resilient wedge gate valve shall be located at the fee fitting connection to the City of Holtville distribution system pipeline. The RPDA or DCDA shall be located in the Third Street right of way or an easement in favor of the City of Holtville shall be granted at the location of the RPDA or DCDA. The fire service line downstream of the RPDA or DCDA shall be owned, operated and maintained by the developer.
 - b. A domestic water service connection including the meter and downstream reduced pressure principal backflow preventer shall be provided and installed as approved by the City of Holtville City Engineer and Public Works Department Supervisor. The number of water services and backflow preventers shall be determined during the preparation of the Improvement Plans. The domestic water service connection(s) and meter(s) and the backflow prevention assembly(ies) shall be located in the Third Street right of way or within an easement in favor of the City of Holtville granted by the developer. The domestic water pipelines downstream of the water service connection/meter and backflow prevention assembly shall be owned, operated and maintained by the developer.

EXHIBIT A

14. Sanitary Sewer

- a. Prior to the issuance of a building permit, the Developer shall submit a sewer plan consistent with the approved site plan and conditions of approval. The sewer plan shall be based on an approved Sanitary Sewer Study. If the existing sewer line within the vicinity of the project site is deemed insufficient, the Developer is responsible for the construction of the larger diameter pipeline.
- b. All sewer lines must maintain the minimum slope requirements and must be buried a minimum of three feet underground from the finished grade to the top of pipe in accordance with City of Holtville standards and specifications.
- c. The easterly existing sanitary sewer manhole along Third Street illustrates the depth from the existing manhole rim and cover in Third Street to the pipeline flowline to be 4 feet. It does not appear the proposed buildings for this development will be served by gravity flow. If a sanitary sewer pump station is required for this project it shall be located on the project sites property, not within the Third Street Public Right of Way. The sanitary sewer pump station will be owned, operated and maintained by the developer.

15. Stormwater

- a. The development will be required to store the volume from a 25 Year, 24 Hour Storm (2.54 inches over the 24-Hour Period) on-site per City of Holtville Standard Details and Specifications requirements. The retention basin shown on the plans may need to be resized to accommodate the required stormwater volume. The stormwater retention basin shall be owned, operated and maintained by the developer.
- b. The developer shall improve the failed portions of the existing storm water system along Third Street and Walnut Avenue which may include, but not limited to, the 105-foot section of existing galvanized pipe on Walnut Avenue connecting the stormwater basins; and stormwater manholes.
- c. A stormwater pump station shall be installed at the retention basin to transport stormwater from the retention basin to the City's existing stormwater system. The stormwater pump station shall empty the retention basin stormwater volume within 72 hours after conclusion of a stormwater event. The stormwater pump station shall be owned, operated and maintained by the developer.

EXHIBIT A

ACCESS/ROADWAYS/CIRCULATION

16. **Traffic Control Plan.** All driveway and City roadway improvements shall require a traffic control plan and be consistent with Holtville's Standards Details and Specifications. An encroachment permit shall be obtained prior to commencement of work and issuance of a building permit.

PARKING/PARKING LOTS/ON SITE LIGHTING/ON SITE GRADING/ON SITE UTILITIES

17. **Residential Use Parking Required.** The residential development requires 1.5 standard parking spaces per unit and at least five (5) of the parking spaces must be ADA accessible parking spaces. All ADA requirements shall meet Caltrans Standard Plan A88A, A90A and the California Building Code. The minimum slopes acceptable shall be designed per Caltrans Standards (i.e. cross slopes, 1.5 percent, 7.5 percent on ramps, and 4.5 percent on path of travel). The required parking spaces are determined in accordance to City Ordinance Standards as follows:

Residential Units = 32 units, Requiring 1.5 space/unit = 48 spaces.

18. **Parking Lot.** The parking facilities shall be paved with a durable dust-free surface pursuant to section 17.52.100 of the Zoning Ordinance.
19. **Parking Lot Lighting.** The parking lot lighting (pole lighting) shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The building and public walkways must be well lit. Illuminators shall be integrated with the architecture of the building and shall conform to adopted City standards of the Downtown Code for a historic style and shall be depicted in the lighting plan and be consistent in style to the wall lighting.
20. **Parking Lot Screening.** Per Section 17.52.120 of the Zoning Code, each parking facility containing four or more spaces abutting a City street shall be separated from such street by a decorative wall, view obscuring fence, permanently maintained, compact hedge, berm or combination thereof not less than 30-inches and not more than 42-inches. Expect that the following area shall be left clear of planting and improvements from a point of thirty inches above the ground: at the intersection of each driveway with a street, a triangular area where corners are defined by two point on the right of way line, fifteen feet on each side of the centerline of the driveway or alley and a point on said centerline ten feet outside of the right of way (Section 17.10.090).
21. On-site Grading shall be accomplished in accordance with the requirements of the UBC, latest edition and the Geotechnical report prepared by Krazan & Associates, Inc. dated January 16, 2020 (KA Project No. 112-19115).

EXHIBIT A

22. The construction of on-site water, sanitary sewer and stormwater facilities shall be completed in conformance with all current State and Federal Regulations, the requirements of the City of Holtville Standard Details and Specifications and Geotechnical Report prepared by Krazan & Associates, Inc. dated January 16, 2020 (KA Project No. 112-19115).

ON-SITE BUILDING(S) AND STRUCTURES

23. **Finished Floor Elevation.** In accordance with the Third Street Hydrology Report, the finished floor elevation of all structures shall be constructed 2 feet above the top of curb (top of curb and gutter of adjoining streets).

FEES

24. The subdivider(s)/property owner(s) shall pay any and all amounts as determined by the City of Holtville to defray all costs for the review of maps, drawings, reports, field investigation, or other activities related to compliance of this project with City Ordinances and/or any other laws, regulations, or requirements that apply to the improvement plans and Final Parcel Map. No Final Parcel Map shall be recorded until such costs have been paid to the City.
25. The subdivider(s)/property owner(s) shall pay all applicable impact and capacity fees prior to the issuance of a building permit and prior to connecting to City services. The City of Holtville collects impact fees to offset the cost of fire, police, parks, water, wastewater and administrative services.
26. The subdivider(s)/property owner(s) shall pay the expenses of school district fees per the requirements of the Holtville Unified School District prior to the issuance of any building permit.

FUTURE DEVELOPMENT

27. A Grading Plan and erosion control plan shall be accompanied with the final map to the City Engineer for review and approval.
28. A Building Permit shall be obtained from the City of Holtville for all building construction, modifications and on-site improvements.

GENERAL CONDITIONS

29. The subdivider(s)/property owner(s) shall pay any and all amounts as determined by the City of Holtville for costs incurred related to the review of reports, field investigations, or other activities related to compliance with this approval.
30. The provisions of these Conditions of Approval are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.

EXHIBIT A

31. If the Planning Department finds and determines that the subdivider(s)/property owner(s) or successor-in-interest has not complied or cannot comply with the terms and conditions of these Conditions of Approval, or the Planning/Building Department determines that the approved activities constitute a nuisance, the City shall provide subdivider(s)/property owner(s) with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) subdivider(s)/property owner(s) fails to comply, and/or (2) subdivider(s)/property owner(s) cannot comply with the conditions set forth in these Conditions of Approval, then the matter shall be referred to the City Council for modifications, suspension, or termination , or to the appropriate enforcement authority.
32. As between the City and the subdivider(s)/property owner(s), any violation of these Conditions of Approval may be a “nuisance per se”. The City may enforce the terms and conditions of these Conditions of Approval in accordance with its Codified Ordinances and/or State law. These provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
33. The subdivider(s)/property owner(s) shall not be allowed 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.

Exhibit B – Subdivision Agreement

**SUBDIVISION AGREEMENT AND SECURITY
BOND AGREEMENT (CITY OF HOLTVILLE)**

(S1) Subdivision: Sunset Rose Senior Apartments Subdivision

(S2) Effective Date: February 27, 2023

(S3) Completion Period: February 27, 2024

THE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

SUBDIVIDER

Pacific West Communities, Inc.

By _____
Mayor

By  _____

APPROVAL RECOMMENDED:

FORM APPROVED – CITY ATTORNEY:

By _____
City Manager

By _____
City Attorney

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

1. **PARTIES, DATE, AND LEGAL DESCRIPTION.** Effective on the above date, the City of Holtville, California, hereinafter called "City", and the above named subdivider, mutually promise and agree as follows concerning this subdivider. The legal description for this Project is attached hereto as Appendix A. Subdivider, Pacific West Communities, Inc. is responsible for complying with the provisions of this agreement.
2. **IMPROVEMENTS.** Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, (including appurtenant equipment) as required in the improvement plans for this Project as reviewed and on file with the City of Holtville, Public Works/Planning Department, City Engineer and in conformance with the City of Holtville Ordinance #245 and the City of Holtville standard details and specifications (including future amendments therein).

Subdivider shall complete all of said work and improvements, hereinafter called "work," within the above completion period from the date hereof, in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City standard details and specifications, and rulings made thereunder; and where there is conflict between the improvement plans and the City Code, the stricter requirements shall govern.

3. **IMPROVEMENT SECURITY:** Upon executing the Agreement, Subdivider shall, provide as security to the City:
 - A. **FOR PERFORMANCE AND GUARANTEE:** Corporate surety bond in a form acceptable to the City Attorney in the sum of four hundred eighty thousand seven hundred ninety-eight dollars and zero cents (\$480,798.00). which together total one hundred percent (100%) of the estimated cost of the work.

With this security, the Subdivider guarantees performance under this Agreement and maintenance of the work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

- B. **FOR PAYMENT:** Corporate surety bond in form acceptable to the City Attorney in the sum of four hundred eighty thousand seven hundred ninety-eight dollars and zero cents (\$480,798.00), which is one hundred percent (100%) of the estimated cost of the work.

With this security, the Subdivider guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the work as complete by the City Council and upon request of the Subdivider, the amount of the securities may be reduced as the improvement progresses. The improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month,

as the work of improvement is completed. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines that the work in fact has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of work or improvement and the amount by which the security shall be reduced shall be conclusive. In no event, however, shall the amount of the performance security be reduced to an amount less than ten percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied.

4. **GUARANTEE AND WARRANTY OF WORK.** Subdivider guarantees that said work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council accepts the work as complete. Subdivider agrees to correct, repair, or replace, at his expense, any defects in said work.
5. **PLANT ESTABLISHMENT WORK.** Subdivider agrees to perform plant establishment work for landscaping installed in City right of way planting areas or common area planting under this agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent, and other pest control, and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the City Council accepts the work as completed.
6. **IMPROVEMENT PLAN WARRANTY.** Subdivider warrants the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the project. If, at any time before the City Council accepts the work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the work as promised.
7. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of work and/or materials statement by any officer, agent or employee of the City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this Agreement as prescribed; nor shall the City thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.
8. **INDEMNITY.** Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:
 - A. The indemnitees benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents and employees.

- B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the City reviewed said improvement plans or accepted the work as complete, and including the defense of any suit(s), action(s) or other proceeding(s) concerning said liabilities and claims, excepting only those claims arising from the sole negligence of City.
 - C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor, or any officer, agent or employee of one or more of these.
 - D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied or reviewed any plan(s) or specification(s) in connection with this work or project, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.
9. **PERMITS AND OTHER COSTS.** Subdivider shall, at Subdivider 's expense, obtain all necessary permits and licenses from all pertinent agencies for the construction and installation of the improvements. Subdivider is responsible for the cost of inspections and relocation of any existing utilities affected by the project.
10. **SURVEYS.** Subdivider shall set and establish property corners in accordance with the requirements of the city before acceptance of any work as complete by the City Council.
11. **NON-PERFORMANCE AND COSTS.** If Subdivider fails to complete the work within the time specified in this Agreement and subsequent extensions, or fails to maintain the work, the City, shall give Subdivider ten (10) days' notice via certified mail of the deficiency, thereafter if Subdivider fails to commence work to remedy the defect, the City may proceed to complete and/or maintain the work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the City (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc..) immediately upon demand.

Subdivider hereby consents to entry on the subdivision property by the City and its forces, including contractors, in the event the City proceeds to complete and/or maintain the work. Once action is taken by City to complete or maintain the work, Subdivider agrees to pay all costs incurred by the City, even if Subdivider subsequently completes the work.

Should the City sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by the City in connection therewith, even if Subdivider proceeds to complete the work.

12. **RECORD MAP.** In consideration hereof, City shall allow Subdivider to file and record the Final Map for said Subdivision. Final Subdivision Map Fees shall be paid prior to recordation as a requirement of Subdivision Agreement.
13. **MONUMENTATION SECURITY.** Subdivider shall file or deposit with the City a monument bond or security as applicable in an amount specified by the City Engineer pursuant to Sections 66496 and 66499 of the Government Code of the State of California.
14. **ENGINEERING FEES.** Subdivider to pay a fee (2.5%) based on a percentage of the estimated construction cost, for engineering construction inspections.
15. **DATE OF COMPLETION.** The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

ACKNOWLEDGMENT

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

State of ~~California~~ Idaho
County of Ada _____)

On 2/21/23 before me, Katie Callen, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)

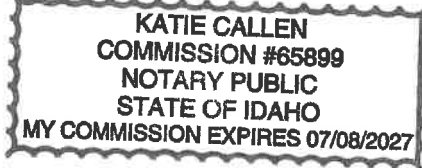


Exhibit C – Draft Bond Agreement

Completion Bond

Premium: \$481.00

Bond No.: 800148704

Project No.: _____

Date: February 21, 2023

DRAFT

Known All Men By These Presents, that the undersigned Pacific West Communities, Inc., as Principal and **Atlantic Specialty Insurance Company**, a corporation authorized to do business in the State of CA _____, as Surety, are hereby held and firmly bound unto City of Holtville, CA

_____, as Obligee, in the penal sum of Four Hundred Eighty Thousand Seven Hundred Ninety Eight Dollars and 00/100 Dollars (\$ 480,798.00), lawful money of the United States of America, to be paid to said Obligee, its successors or assigns, to the payment of which sum well and truly to be made we bind ourselves and each of our successors, jointly and severally, firmly by these presents.

Whereas, the above bounden Principal is required to complete the following:

Sunset Rose Senior Apartments Subdivision - Road Improvements and Drainage Improvements

Now, therefore, the condition of this obligation is such that if the principal shall complete the work in connection with this project, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 21st day of February, 2023.

Pacific West Communities, Inc. (Principal)

BY: _____


Atlantic Specialty Insurance Company

BY: _____

Roxana Palacios, Attorney-in-Fact

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	02/27/23
ITEM NUMBER	3 b
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: February 24, 2023
FROM: Nick Wells, City Manager
SUBJECT: *Proposed Installation of Safety Cameras by the Imperial County Sheriff's Office at the Intersection of Fifth Street & Holt Avenue*
ISSUE:

Shall the City Council approve a proposal by the Imperial County Sheriff's Office to install remote LPR security cameras at the intersection of Fifth Street & Holt Avenue?

DISCUSSION:

The Imperial County Sheriff's Office (ICSO) through federal and state grants recently purchased a large quantity of Flock LPR cameras for traffic monitoring throughout the County. Among other uses, LPR (License Plate Reader) cameras assist law enforcement in triangulating the location of automobiles used in the commission of crimes. The County system has utilized Vigilant cameras in the past, but is now switching to the more versatile Flock system. A more complete overview of the system is included in the ICSO policy regarding their use (*attached*).

Flock cameras have already been successful in fighting crime locally. Several Flock cameras have been installed at area agricultural facilities to assist in fighting growing theft of equipment and destruction of product. Working with the City of Brawley that had installed a similar system on their own streets, local law enforcement was able to track and apprehend a serial haystack arsonist last year.

ICSO has proposed to install LPR cameras at the intersection of Fifth Street & Holt Avenue to interface with their area network. This would come at no cost to the City and assist in the ongoing effort to curb crime in our area.

FISCAL IMPACT:

There is none

CITY MANAGER RECOMMENDATION:

It is recommended that the proposal be accepted.

ALTERNATIVE:

Not to adopt, giving alternate direction.

Automated License Plate Readers (ALPRs)

432.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

432.2 POLICY

The policy of the Imperial County Sheriff's Office is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

432.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Imperial County Sheriff's Office to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administrative and Support Services Division Chief. The Administrative and Support Services Division Chief will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

432.3.1 ALPR ADMINISTRATOR

The Administrative and Support Services Division Chief shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

Imperial County Sheriff's Office

Imperial County SD Policy Manual

Automated License Plate Readers (ALPRs)

- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

432.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the deputy should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

432.5 DATA COLLECTION AND RETENTION

The Administrative and Support Services Division Chief is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

432.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Imperial County Sheriff's Office will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

Imperial County Sheriff's Office

Imperial County SD Policy Manual

Automated License Plate Readers (ALPRs)

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

432.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administrative and Support Services Division Chief or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).


432.8 TRAINING

The Training Deputy should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

City of Holtville

REPORT TO COUNCIL

DATE ISSUED: February 24, 2023
FROM: Nick Wells, City Manager
SUBJECT: City Manager Update

Meeting Date	<u>02/27/23</u>
Item Number	<u>5 a</u>
City Manager	<u></u>
Finance	_____
City Attorney	_____

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

WATER ENTERPRISE

Water Treatment Plant Rehab – *The final element being handled at this point is the replacement of a finished water distribution pump and its integration in the electronics controls system. With all other work substantially complete, staff is working to coordinate an onsite inspection by the State Division of Financial Assistance in March or early April to officially sign off the project as complete.*

Rate Study – The profitability of the Water Enterprise has been problematic in recent years. Coupled with the issues listed above and the debt covenant to budget a net revenue of 120% of the annual debt service, a rate adjustment has been explored. A formal Water Rate Study must be completed, which will be brought back for discussion soon.

TRASH ENTERPRISE

Staff continues to work handling changing regulation regarding organic waste recovery/diversion mandated by the state. A new ordinance with regulations was adopted in March, 2022.

CR&R proposed another substantial waste hauling price increase for this fiscal year. This after experiencing multiple issues about service quality during the Covid shutdown and subsequent recovery. After a City protest, CR&R offered to forestall and mitigate the increase (by approximately 75%), in return for a contract extension. With CalRecycle basically mandating reopening our existing hauler contract anyway, we can handle that extension, while adding protections against future disproportionate increases. The mitigated rate adjustment took effect in October, 2022, with action in September to agree in principle to an extension. Contract language is still being finalized, however CR&R has requested that it be executed soon, so expect action before the end of March.

Subsequent to that, additional issues with service cropped up. CR&R says that their corporate office has promised new trucks that have yet to be delivered, which has hampered their ability to service accounts. Talk has begun to put concerted pressure on the hauler to upgrade service or face consequences. These difficulties with timely pickups seem to have waned somewhat in recent weeks, which may be a result of the return of the local supervisor from a longtime illness. In any case, staff will continue to monitor.

PUBLIC WORKS

TRANSPORTATION PROJECTS

Pear Canal Undergrounding/Ninth Street Improvements (Olive to Melon) – this project has been discussed for some time. Initial action to proceed was taken in early 2021. A deposit was forwarded to IID to begin design and multiple site visits with staff, the IID and City Engineer took place to discuss issues that need

to be addressed in design. Undergrounding work was scheduled to take place in December 2021, however, delays were discussed in those meetings from the IID side which eventually led to construction work being pushed back. The City has been awarded funding through ICTC for the resulting necessary sidewalk and roadway improvements, however that funding will not be available until at least October, 2023, so this is not an issue from our standpoint. A recent conversation with Mr. Hawk revealed that he is waiting for this project to take place to begin working in earnest to begin construction.

The current construction challenge for IID is that this project will make it difficult to continue to service several nearby County-area residences served by surface water. It was determined that incentivizing these properties to convert to City water would be in the best interest of the project. We are still working to persuade the outside properties to convert to City service. At present, 4 of the 8 or 9 property owners have applied for City service. Staff has been in recent talks with IID about another round of letters to the remaining residents to encourage them to switch. The need for a companion communication from IID was reiterated at a meeting at their headquarters a few months ago. ***Staff met with IID representatives this week to finalize a strategy for converting existing users of surface water to City water, which is the only stumbling block to finalizing design. We are working to complete this in the next few weeks and get the undergrounding work completed. Staff will continue to follow up on this issue.***

Pine Avenue Sidewalks – Subsequent to the recent awards of funding for streets projects utilizing Federal Highways dollars through ICTC, another year of projects was quickly requested to be added. Holtville submitted a project to capture CMAQ dollars to add sidewalks to either side of Pine Avenue between Fourth and Fifth Streets. Action to approve was taken in October.

PARKS

Holtville Wetlands Project – In late 2016, approximately \$3 million was granted to the City through the US Bureau of Reclamation (BoR). THG was selected for Grant Administration tasks and George Cairo Engineering (GCE) for design services. GCE was significantly behind schedule from the outset, but finally produced a Record of Survey that was first filed with the County in 2018. The plan check process proved to be extremely slow with holdups by both the County and GCE. THG and staff applied pressure throughout the process, with an eventual approval in 2021.

Monthly status conferences with BoR began in March 2021 after representatives expressed concern over project progress. Due to difficulties with GCE and Covid, we were given an 18-month extension on the grant agreement that was set to expire on July 30, 2021. The extension was approved by BoR in April, 2021.

Authorization was given to release a construction RFP in August, 2021 and was advertised in early 2022. Only one bid was submitted, which was significantly over (+/- \$1.4 million) the construction budget. A status conference was held with BoR to strategize and discuss options, as staff began working on potential solutions, such as augmented grant funds from other sources and “value engineering” to trim the cost of the project. The contractor has committed to holding their bid for a few more months.

The BoR representative, Jeremy Brooks, has been extremely helpful in moving the project along. In September, he was able to secure funding to bridge the gap to pay for construction. A letter officially requesting the additional funding with a revised budget was forwarded to BoR in October. That funding was officially awarded in early February, so we expect the project to start up soon. Staff has had discussion with IID regarding the reinitialization of the project and their assistance in the construction phase. Staff is working to schedule an “all hands” meeting soon. ***Startup paperwork is being finalized and it is expected that action to officially award the construction contract will take place at the March 13 Council meeting.***

Railroad Trestle Repair – A grant was secured from the California Natural Resources Agency to repair the railroad trestle burned in a river bottom fire several years ago. This is necessary to connect the Trail to east side of the river and eventually the future Wetlands area. After over a decade and a half of being

somewhat unsightly and unusable, the trestle will soon be fixed cosmetically and usable for pedestrian and non-motorized traffic. Documentation was finally signed for this grant in late October, 2021, The City Engineer completed the technical specification for the Scope of Work in June 2022 for the RFP. A decision was made to forestall the bid process a bit to allow construction costs to come down from current highs. An extension was secured in early October from the funding agency to allow this extra time. An RFP is expected this month on this project.

At the SCAG event in May, 2022, City Manager had multiple discussions about a Trail extension from the Trestle to the Country Club area, then to the UC Research station and eventually to Hwy 111 for easier access to IVC with active transportation options. The idea was well-received and staff will be meeting with other agencies about the concept in the future. Subsequently, the head of Public Works for the County was brought in and he was enthusiastically supportive. This will be explored in a future Active Transportation funding cycle.

Mellinger Alamo River Trail - A grant application through River Partners, a non-profit that deals in habitat restoration, for a project that would be a good complement to our Wetlands trail spur, was unsuccessful in 2022. RP has recently contacted staff to discuss another potential submission.

ADMINISTRATION

Planning Commission – with multiple openings created by the relocation of Charlie Garcia and Mr. Munger’s election to Council, two new members were appointed to the Commission, Cindy Pacheco and Vanessa Ramirez at the December Council meeting. Lack of business has led to cancellation of meetings, so the new Commissioners await swearing in and seating on the Commission.

Audits – Staff continues work with auditors examining the 2021-22 Fiscal Year. Auditors were onsite in in early February to wrap up their process. Several issues remain to be resolved, but the work is on track to completed soon.

Public Safety Lot/New Construction – subsequent to Council approval to procure Architecture services to design Phases I (Fire Apparatus Bay) and Phase II (PS Administration & Fire Dormitories) the City Manager met with the City Engineer and City Planner to discuss parameters for a Request for Proposals. The RFP for Architecture was advertised in early February, with responses due by the end of the month. *Staff has had multiple interactions with interested architectural firms this week and multiple responses are expected*, with a preferred firm to be presented to Council in March.

Website Redesign – Conveyor Group was engaged in March to oversee a redesign of the City’s aged site. They recently presented their first mockup of the site and staff will be interfacing with them over the next few weeks to get the site implemented. A demo version has been provided. Work on editing that version will be a priority this week. Several changes were suggested and incorporated to the site. We are currently working on gathering pictures and other content to upload. Submissions are welcome! Some of this has been forwarded in recent weeks and we are working to keep the progress going.

BUILDING PERMITS - The City issued **9** building permits thus far in 2023. A list of permits pulled by month is available on the City’s website at <http://holtville.ca.gov/section.php?id=73>.

Melon, LLC Housing Project (± 50) – A project has been in the works for some time at the northeast corner of Ninth and Melon, just outside the City limits. After years of confusion regarding the process, the project’s ownership group, led by John Hawk, engaged Development Design & Engineering in 2016 to assist in shepherding the project along. DD&E completed CEQA compliance and a Mitigated Negative Declaration was adopted by the Planning Commission and City Council in late 2020.

The project was presented at Planning Commission in October 2020 and drew a good deal of public opposition. PC action pushed the project forward with a designation of allowing R-1 or R-2 development, with Council accepting the PC recommendation in November, 2020. The more dense R-2 zoning designation would allow up to 8 units per acre or approximately 65 units. The annexation was approved by LAFCo in February, 2021. We await further submission from the project proponent.

Word has trickled back to staff that Mr. Hawk is once again actively entertaining the thought of selling off this project. The CM recently met with a developer that is highly interested in acquiring the project. A site visit and further discussion seemed promising.

AMG Sunset Rose Senior Apartments (± 33) – The City was asked to apply for HOME grant funding for a second apartment project by AMG & Associates, proposed in the area of Third and Grape. In July, the City received word that the HOME Program loan has been awarded for this project. This will create some long-term oversight by the City, but it does continue to add housing. A subdivision map has been submitted for the property, which is under review. A consultant to administer this grant was engaged in May. An application for additional subsidized financing was approved by the City in late November and documents are being finalized by HCD for the award. A meeting was held with the Grant Administrator last month to plan next steps.

A pre-submittal meeting was held in early November to discuss necessary aspects to the construction with the project proponent, including offsite improvements. Much of the discussion centered on handling stormwater. This will be ongoing. Plans were submitted in late November. The City Building Inspector and The Holt Group completed the plan check in January and sent the first batch of comments to the developer. Funding requires the developer to have building permits in hand by March 3. *After another recent flurry of emails in the past few weeks, AMG has addressed all substantive issues and permits were issued this week. We continue to work with them on a few ancillary issues, but discussions are productive and positive. Final map and the necessary proposed lot split are on tonight's agenda.*

MEETINGS & EVENTS RECENTLY ATTENDED:

- 02/13/23 Department Head Meeting *City Hall*
- 02/13/23 CoH Carrot Festival Recap Meeting *City Hall*
- 02/13/23 Holtville City Council Meeting *City Hall*
- 02/15/23 ICTC Management/CCMA Meetings *ICTC Offices*
- 02/16/23 Meeting w/ City Engineer *re: Various Issues* *THG Offices*
- 02/17/23 CA FFA Foundation Board Meeting *Galt, CA / Zoom Meeting*
- 02/17/23 Medical Appointment *(NW Sick Day)* *San Diego, CA*
- 02/20/23 Presidents Day Observed *(City Hall Closed)*
- 02/21/23 CoH Disaster Drill *Emergency Operations Center (City Hall)*
- 02/21/23 NW Sick Day *(Out of Office)* *City Hall*
- 02/22/23 Meeting w/ IID *re: Ninth Street Undergrounding Status* *IID HQ Office (Imperial)*
- 02/22/23 CofC Carrot Festival Recap Meeting *Civic Center*
- 02/24/23 NW Vacation Day *(Out of Office)*

UPCOMING EVENTS:

- 02/27/23 Department Head Meeting *City Hall*
- 02/28/23 PS Bldg Architectural Proposals Due
- 02/28/23 Municipal Managers Association Mixer *Indio, CA*
- 03/02 - 03/12/23 California Midwinter Fair *City of Imperial*
- 03/07/23 Department Head Meeting *City Hall*
- 03/08/23 ICTC Management/CCMA Meetings *City of Imperial*
- 03/10/23 NW Vacation Day *(Out of Office)* *Scottsdale, AZ*
- 03/13/23 Holtville City Council Meeting *City Hall*
- 03/15/23 IV Foreign Trade Zone Meeting *Web Conference*
- 03/16/23 Holtville Farmers Market & Street Fair *Holt Park*
- 03/18/23 CA State FFA Conference *Ontario, CA*
- 03/20/23 Holtville Planning Commission Meeting *City Hall*
- 03/27/23 Holtville City Council Meeting *City Hall*
- 04/06/23 IVEDC Executive Committee Meeting *IVEDC Offices (Imperial)*
- 04/07/23 Good Friday Observed *(City Hall Closed)*
- 04/09/23 Easter Sunday
- 04/20/23 Holtville Farmers Market & Street Fair *Holt Park*
- 04/20/23 IVEDC BoD Meeting *IVEDC Offices (Imperial)*
- 05/03 - 05/05/23 SCAG General Assembly & Annual Conference *Palm Desert, CA*

If you have any questions about any of the items presented, please feel free to contact me directly.

Respectfully submitted,



Nicholas D. Wells
(760) 356-2831

City of Holtville
Report to City Council

February 24, 2023

From: Adriana Anguis, Finance Supervisor

Subject: Bimonthly Report

THIS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.


The purpose of this report is to inform Council of City of Holtville Finance activities and updates since the last council meeting.

- LTA Audit has been completed and the City of Holtville has been found to comply with the requirements of Measure D.
- 21 water shutoffs, all water has been restored after payment.
- Attended ICTC TAC meeting, next meeting they will offer an LTA auditing and compliance informational meeting.
- Attended the Clinicas del Valle grand opening. Mrs. Rodahl was very thankful to the city.


Respectfully Submitted,

Adriana Anguis

Adriana Anguis
Finance Supervisor
City of Holtville

MEETING DATE:	<u>02/27/23</u>
ITEM NUMBER	<u>5 b</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

City of Holtville
REPORT TO CITY COUNCIL

MEETING DATE:	<u>02/27/23</u>
ITEM NUMBER	<u>5 d</u>
Approvals	CITY MANAGER 
	FINANCE MANAGER _____
	CITY ATTORNEY _____

DATE ISSUED: February 22nd, 2023

FROM: Frank Cornejo
Water/Wastewater Operations Supervisor

SUBJECT: Water / Wastewater Plant Operations & Maintenance Summary

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

The purpose of this report is to inform council of all operations and maintenance activities carried out at the Water & Wastewater treatment facilities during the period between 02/08/22 to 02/22/2023.

Water Plant:

- Control Systems Engineering and Brax Inc. completed reinstallation of Finished Water Transfer Pump #2, and put in service with new 40 HP Variable Frequency Drive (VFD) unit.
- Control Systems Engineering completed relocation and calibration of all circular chart recorders in series with new SCADA/PLC system.
- Control Systems Engineering installed steel cover plate over old TESCO control cabinet, and put new SCADA/PLC control cabinet in full service.

Wastewater Plant:

- Wastewater plant staff temporarily suspended waste disposal truck service the week of February 19th in order to conduct annual bioassay (effluent toxicity) testing this week.

Respectfully Submitted,



Frank Cornejo.
Water/Wastewater Operations Supervisor
City of Holtville

Recently rebuilt **Finished Water Transfer Pump #2** with new 40 HP inverter rated motor for use with Variable Frequency Drive (VFD) controller.



Circular chart recorders relocated, recalibrated, and put into service in tandem with new SCADA control/monitoring system.



Old **TESCO control cabinet** control switch gear removed, and steel plates installed to cover old panels.



New Control Systems Engineering **SCADA/PLC Control Cabinet** in service at water plant main office control room.

