



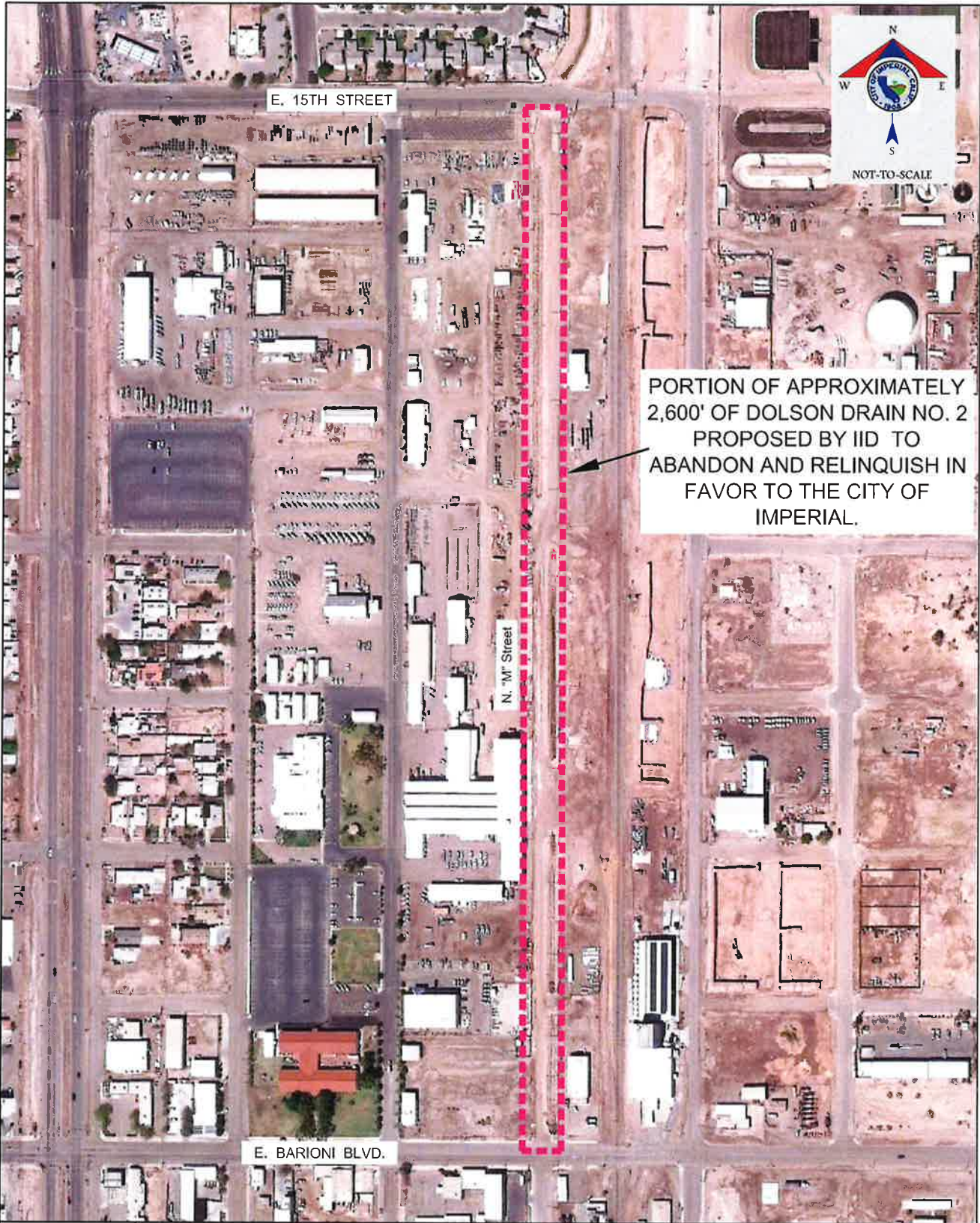


DATE SUBMITTED 07/10/2019  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 07/17/2019

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION:		
	ABANDONMENT AGREEMENT BETWEEN IID AND THE CITY OF IMPERIAL REGARDING A PORTION OF DOLSON DRAIN NO.2 FROM BARIONI BLVD TO E. 15TH STREET.  1. APPROVAL TO MOVE FORWARD WITH NEGOTIATIONS WITH IID TO ACCEPT OF A PORTION OF DOLSON DRAIN NO.2 FROM BARIONI BLVD TO E. 15TH STREET.		
	DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT		
	BACKGROUND/SUMMARY:		
	The City of Imperial has recently completed the construction of the Transit Park project located at the Northwest corner of Barioni Blvd & N. "M" Street intersection. The project is also located adjacent to the West side of a portion Dolson Drain No.2.  IID contacted the City to inform that due to this portion of drain has no contributing agricultural drainage only City townsite contributions, IID suggested that the drain could be quitclaimed to the City which gives the City the ability to have control over the drain and decide how to address future improvement.  Under the current conditions, IID will experience problems to properly maintain this section of the drain which requires operating an excavator and clean out and stockpiling debris.  IID has proposed to abandon and relinquish all rights, title and interest in the above-described section of approximately 2,600'. See Exhibit A attached herewith for details.		
	FISCAL IMPACT: NONE	ADMIN SERVICES SIGN INITIALS	
	STAFF RECOMMENDATION: staff recommends approval to move forward with negotiations with IID to accept of a portion of Dolson Drain No.2 as described.	DEPT. INITIALS	
	MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS	
	MOTION:		
SECONDED:	APPROVED ( )	REJECTED ( )	
AYES:	DISAPPROVED ( )	DEFERRED ( )	
NAYES:			
ABSENT:	REFERRED TO:		



PORTION OF APPROXIMATELY 2,600' OF DOLSON DRAIN NO. 2 PROPOSED BY IID TO ABANDON AND RELINQUISH IN FAVOR TO THE CITY OF IMPERIAL.



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 Imperial, CA 92251  
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COMMUNITY DEVELOPMENT DEPARTMENT  
**EXHIBIT "A"**  
 PORTION OF DOLSON DRAIN NO.2

DATE: 07/10/2019

SHEET  
**1**  
 OF **1** SHEETS

**ABANDONMENT AGREEMENT**  
**BETWEEN**  
**IMPERIAL IRRIGATION DISTRICT**  
**AND**  
**CITY OF IMPERIAL**

The Parties to this Abandonment Agreement ("Agreement"), are Imperial Irrigation District, an irrigation district established under the Irrigation District Law (California Water Code sec.'s 20500 et. seq.)("IID"), and the City of Imperial (City), which is the intended successor and assign of the facilities described in this Agreement. This Agreement shall be deemed effective as of the date on which this Agreement is fully executed by the Parties (such date, the "Effective Date").

- 1.0 Abandonment of Drain Facilities: As of the Effective Date, IID does hereby remise, release and forever relinquish all rights, title and interest in the below-described facilities:

Those portions of Dolson Drain No. 2 as now constructed, including the existing 18-inch diameter pipe crossing Barioni Blvd. (120 feet), the existing earthen channel extending north to the inlet of the driveway crossing pipe (311 feet), and the existing 18-inch diameter driveway crossing pipe (46 feet), for a total length of 477 feet, all of which are located in Northwest 1/4 of Section 18, T.15.S, R.14.E. (As reflected in Exhibit A, attached hereto and hereby incorporated by this reference).

- 2.0 City Acceptance: City, accepts the aforementioned facilities and, as of the Effective Date, assumes ownership of the abandoned portion of Dolson Drain No. 2 described in paragraph 1.0 of this Agreement.

- 3.0 Successors and Assigns: This Agreement shall bind and inure to the benefit of the Parties and their respective successors, successors-in-title and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors, successors-in-title and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the execution date.

**IMPERIAL IRRIGATION DISTRICT**

Date \_\_\_\_\_ By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF IMPERIAL**

Date \_\_\_\_\_ By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_