

DATE SUBMITTED 09/08/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR OTHON MORA
 DATE ACTION REQUIRED 09/15/2021

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:
 VICTORIA RANCH SUBDIVISION UNIT 2A
 1. APPROVAL AND ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING REGARDING PUBLIC SIDEWALK INSTALLATION FOR VICTORIA RANCH SCHOOL SITE BETWEEN THE EL CENTRO ELEMENTARY SCHOOL DISTRICT AND THE CITY OF IMPERIAL.
 DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:
 FM 23-35 was recorded for Victoria Ranch Subdivision Unit 2A reserving the Lot "E" for the construction of a school. Afterwards, improvement plans were prepared for Phases 2C and 3B illustrating the construction of sidewalks and ADA ramps along the perimeter of said Lot "E". Imperial Ranch Partners, LLC (the developer) entered in negotiations with the El Centro Elementary School District which agreed to complete a new design, if needed, and the construction of the required sidewalks and ADA ramps within the City Right-of-Way surrounding the future public school site at its own expense, on or before December 31, 2023. The City of Imperial and El Centro Elementary School District may also negotiate a mutually agreed upon amendment to the MOU before it expires if necessary to address the District's potential future design and construction process for the school site.
 See attached Exhibits "A", "B", "C" & "D" for details.

FISCAL IMPACT: NONE.
 The El Centro Elementary School District agrees to complete design and construction of the required sidewalks and ADA ramps within the City Right-of-Way adjacent to said future public school at its own expense.

ADMIN SERVICES SIGN INITIALS JA

STAFF RECOMMENDATION:
 Staff recommends approval and acceptance of MOU regarding public sidewalk installation for Victoria Ranch School Site.

DEPT. INITIALS DM

MANAGER'S RECOMMENDATION:
approve

CITY MANAGER'S INITIALS JAM

MOTION:
 SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

Exhibit "A"

VICTORIA RANCH SUBDIVISION - UNIT NO. 2A A PORTION OF TRACT 61 AND PARCELS 1, 2 AND 3 OF FM 12-42, T.15 S., R.14 E., S.B.M. IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S NOTES:

- A 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "15" TOT WILL BE SET AT ALL LOT CORNERS. UNLESS SAID CORNERS ARE INDICATED OTHERWISE, WITHIN ONE YEAR OF RECORDATION OF THIS FINAL MAP IF SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD AND BRASS TAG STAMPED "GOLSON LS TOT" WITH A CHIPPED "V" MARK WILL BE PLACED INSTEAD OF THE MENTIONED IRON PIPE.
- THE INCIDENTAL DISTANCES SHOWN ON THIS MAP MAY NOT BE TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERROR.

LINE	LENGTH	BEARING
L1	454.39	EAST
L2	465.54	EAST
L3	50.48	NORTH
L4	9.02	EAST
L5	12.03	EAST
L6	40.00	NORTH
L7	12.00	EAST
L8	12.00	EAST
L9	11.00	EAST

CURVE	LENGTH	RAD. (S)	DELTA
C1	231.20	2000.00	6°41'43"
C2	223.84	2000.00	6°24'25"
C3	304.75	2000.00	7°10'20"
C4	301.50	2000.00	7°08'04"
C5	301.50	2000.00	7°08'04"
C6	491.54	2000.00	4°41'54"
C7	28.05	2000.00	0°49'13"
C8	18.21	1070.00	0°33'03"
C9	49.28	2000.00	1°24'13"

(SEE SHEET 4)

(SEE SHEET 8)
REMAINDER
PARCEL "E"
GROSS ACRES: 23.30 +/-



REMAINDER
PARCEL "A"
GROSS ACRES: 22.24 +/-

REMAINDER
PARCEL "M"
GROSS ACRES: 13.66 +/-

LOT "E"
GROSS ACRES: 13.70 +/-

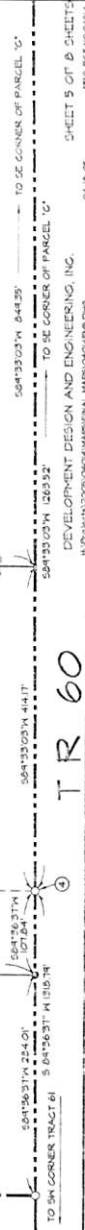
(SEE SHEET 3 THIS AREA)
DEVELOPED LOTS
VICTORIA RANCH SUB. UNIT NO. 2A
GROSS ACRES: 10.53 +/-

REMAINDER
PARCEL "C"
GROSS ACRES: 14.80 +/-

REMAINDER
PARCEL "B"
GROSS ACRES: 9.03 +/-

LEGEND:

- SET A 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "15" TOT
- FOUND 3/4" I.P. PLASTIC PLUG STAMPED "15" TOT
- PER VICTORIA RANCH SUBDIVISION - UNITS NO. 1A, 1B, 1C UNLESS NOTED OTHERWISE
- U FOUND A 6" DIAMETER CONCRETE CYLINDER WITH BRASS TAG STAMPED "GOLSON LS TOT"
- PER VICTORIA RANCH SUBDIVISION - UNITS NO. 1A, 1B, 1C UNLESS NOTED OTHERWISE
- SET A 6" DIAMETER CONCRETE CYLINDER WITH BRASS TAG STAMPED "GOLSON LS TOT" IN WELL BOX
- ④ SURVEYOR'S MONUMENTATION NOTE AS DESCRIBED ON SHEET 2
- (SLO) RECORD DATA PER THE UNITED STATES GENERAL LAND OFFICE PLAN FOR T.15 S., R.14 E., S.B.M. APPROVED DECEMBER 22, 1928
- (R20) RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK AND PAGE AS SPECIFIED
- (PM) RECORD DATA PER PARCEL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- (FM) RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- (GO) RECORD DATA PER OFFICIAL RECORD MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- Ⓐ RECORD EASEMENT PER SHEET 1
- SUBDIVISION BOUNDARY



T R 60

SHEET 5 OF 8 SHEETS
DEVELOPMENT DESIGN AND ENGINEERING, INC.
11700 W. 142ND STREET, SUITE 200, JAYHAWK, MISSOURI 64229
DATE: 04.18.22
PROJECT: 2021001

FM 23-35

(SEE SHEET 6 THIS AREA)

LOT "D"
GROSS ACRES: 6.96 +/-

LOT "F"
GROSS ACRES: 13.70 +/-

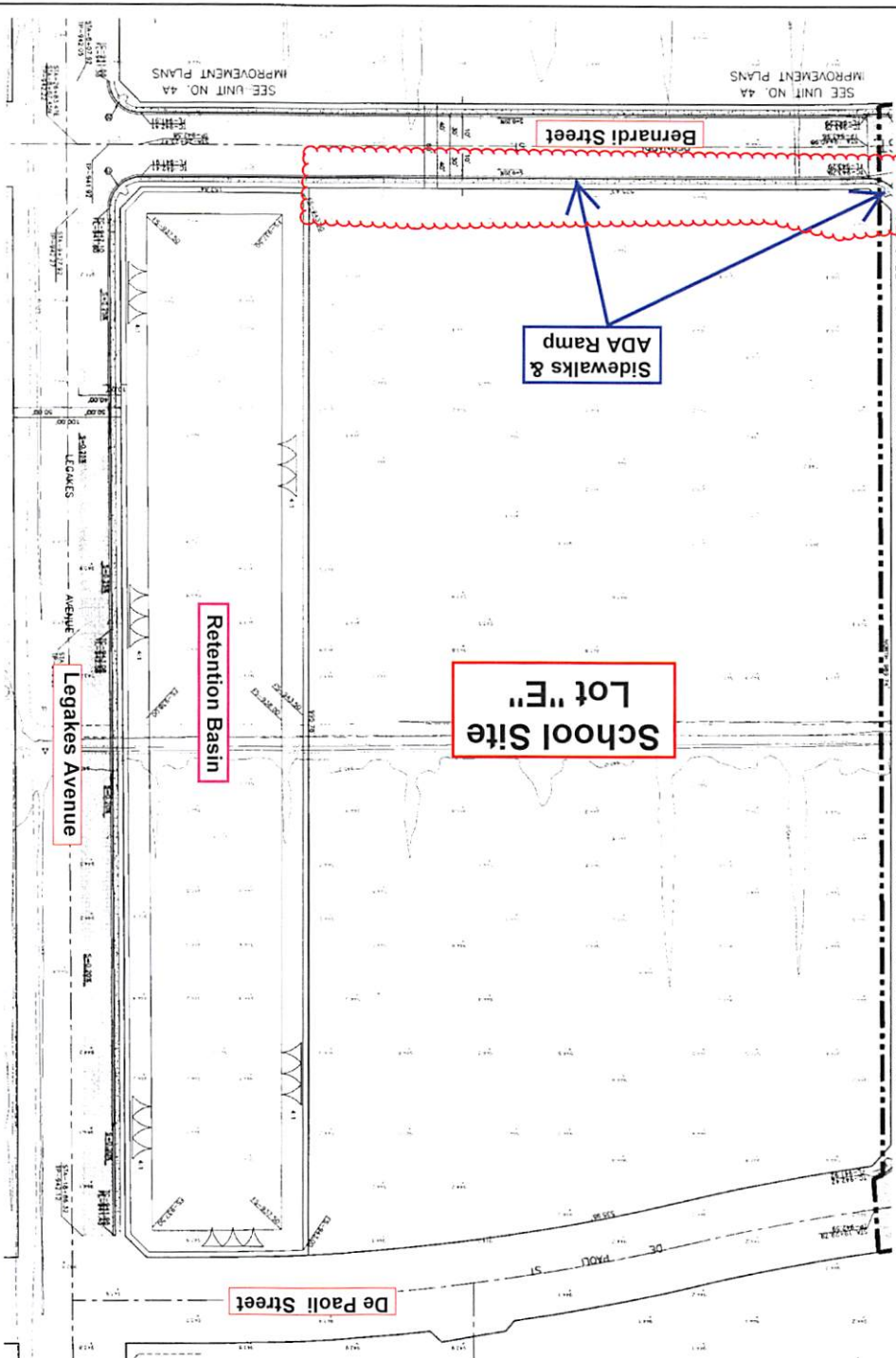
School Site

Bernardi St

De Paoli St

Hazel Ave

VICTORIA RANCH
SUB UNITS 1A, 1B, 1C
FM 23-35



DATE	DESCRIPTION	BY
12/21/06	12/21/06	12/21/06
12/21/06	12/21/06	12/21/06
12/21/06	12/21/06	12/21/06



Exhibit "B"

NO. DESCRIPTION
BY: *[Signature]* DATE: 12/21/06

FOR PLAN CHECK AND CONGRESS PRELIMINARY
DATE: 12/21/06

PREPARED UNDER THE DIRECTION OF:
[Signature]

BENCH MARK
No. 11
Elevation = 148.32'

GRADING PLAN
UNIT No. 2
PHASE 2C
SCHOOL SITE
VICTORIA RANCH SUB.
UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Exhibit "D"

Recording Requested by: City of Imperial

When Recorded, Mail to:

Attention: City Manager
City of Imperial
420 S Imperial Ave
Imperial, CA 92251

Assessor's Parcel No. 044-220-088-000

ABOVE SPACE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$0
(EXEMPT RECORDING REQUESTED - Gov. Code Section 6103)

**MEMORANDUM OF UNDERSTANDING REGARDING PUBLIC SIDEWALK
INSTALLATION FOR VICTORIA RANCH SCHOOL SITE
BETWEEN THE EL CENTRO ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF IMPERIAL**

This Memorandum of Understanding ("MOU") is entered into as of July 28, 2021, by and between the EL CENTRO ELEMENTARY SCHOOL DISTRICT ("District") and the CITY OF IMPERIAL ("City") with regard to construction of public sidewalks at the future District school site necessitated by the Victoria Place, LLC development project. The District and the City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on or about July 1, 2005, the District entered into a School Site Transfer Agreement and Escrow Instructions ("Transfer Agreement") with Victoria Place, LLC ("Owner") with regard to the District's need for future school facilities caused by the Owner's development project ("Project").

WHEREAS, the Owner has identified the portion of the Project property that will be dedicated for the District's future public school site ("Subject Property") and transferred to the District pursuant to the terms of the Transfer Agreement.

WHEREAS, the legal description of the Subject Property is attached hereto as **Exhibit A** and incorporated by reference herein.

WHEREAS, pursuant to the terms of the Transfer Agreement, the Owner agreed to make certain improvements to the Subject Property pursuant to the Project, as set forth in "Exhibit B" of the Transfer Agreement, which improvements include, but are not limited to, the construction

of public streets, concrete curbs and gutters, and underground utilities (hereafter, the “Owner Improvements”).

WHEREAS, the Owner has now completed construction of the Project, including construction of the Owner Improvements, and intends to transfer the Subject Property to the District for the future school site.

WHEREAS, after transfer of the Subject Property to the District, the District intends to construct the sidewalks on the Subject Property that border on the public streets that are immediately adjacent to the Subject Property at the future time it undertakes construction of the school facilities for the proposed new school.

WHEREAS, that the District’s obligations pursuant to this MOU, shall only apply to the sidewalks required on the Subject Property which shall be installed along the immediately adjacent public streets to the Subject Property and that certain other sidewalks not on the Subject Property but on the City streets highlighted in the diagram attached as Exhibit “B” have either already been installed by the Owner, and/or are not the responsibility of the District

WHEREAS, before it provides a final acceptance of the Owner’s Project, the City seeks reassurance that the District will complete construction of the sidewalks on the Subject Property within the term of this MOU, unless otherwise mutually agreed to by the City and District.

WHEREAS, the parties intend this MOU to memorialize the District’s commitment to the City that it will complete the construction of the sidewalks in accordance with the then applicable standards at the time it constructs the new school.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and mutually understand as follows:

TERMS

- A. **District’s Obligation/Term of MOU.** The District agrees to complete design and construction of the public sidewalks adjacent to the public streets surrounding the Subject Property, at its own expense, on or before December 31, 2023, subject to the District’s option/right to extend the term of this MOU for one additional two (2) year term if the District has not elected to commence the design and construction of the school site prior to the expiration of the initial term of this MOU. The City and District may also negotiate a mutually agreed upon amendment to this MOU before it expires if necessary to address the District’s potential future design and construction process for the school site. The District shall also coordinate with and obtain the City’s approval of the design and construction of the public sidewalks to be constructed on the Subject Property to ensure they meet all applicable standards and requirements at the time it commences design and construction of same.
- B. **Notices.** All written notices to be given under this MOU shall be given by first class mail, personal delivery, overnight mail or email pdf. to the Parties at the addresses set forth below, or at such address as the Party may provide to the other Parties in writing from time

to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication; (b) 48 hours after deposit in the United States mail, postage prepaid; or (c) otherwise, upon actual receipt. The Parties may, by written notice to the other Parties, from time to time modify the addresses or numbers to which communications are to be given hereunder.

<p>Notices to the District:</p> <p>Attn: Superintendent El Centro Elementary School District 1256 Broadway El Centro, CA 92243 Office: (760) 352-5712</p>	<p>Notices to the City:</p> <p>Attn: City Manager City of Imperial 420 South Imperial Avenue Imperial, California 92251 Office: (760) 355-4373</p>
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- C. **Amendment.** No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- D. **Binding Effect.** All terms and conditions of this MOU shall be binding upon the parties, their successors and assigns. The benefits and burdens herein are intended, and shall, run with the land. This MOU represents the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties and recorded.
- E. **Right To Enforce Following Expiration of the MOU.** If the District has not installed the sidewalks prior to the expiration of this MOU and/or any applicable mutually agreed upon amendment thereto between the parties, then the City shall have the right to demand construction of the sidewalks be commenced within ninety (90) days written notice. The District shall be responsible for any costs incurred by the City incurred in enforcement of this MOU.
- F. **Entire Agreement.** This MOU constitutes the entire agreement between and among the Parties and supersedes all prior written or oral agreements.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first herein above written.

**EL CENTRAL ELEMENTARY
SCHOOL DISTRICT**

By: 
(Authorized Representative)

Printed Name: Jon LeDoux

Title: Superintendent

Dated: 07 / 28 / 2021

CITY OF IMPERIAL

By: _____
(Authorized Representative)

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT A

[LEGAL DESCRIPTION OF SUBJECT PROPERTY]

Remainder Parcel E of Victoria Ranch Subdivision – Unit No. 2A, in the City of Imperial, County of Imperial, State of California, according to map on file in Book 23, Page 31 of Final Maps on file in the Office of the County Recorder of Imperial County.

APN: 044-220-088-000

EXHIBIT B

[RED LINES EQUAL DIAGRAM OF SIDEWALKS CURRENTLY INSTALLED &
YELLOW LINES EQUAL SIDEWALKS TO BE INSTALLED BY DISTRICT
ON SUBJECT PROPERTY]

