



**AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, JUNE 3, 2025**

City Hall

Regular Meeting

3:30 PM

**City Hall
Council Chambers
1275 Main Street
El Centro, CA 92243**

The public may attend in person. Any member of the public attending in person and wishing to make a comment is asked to complete a speaker slip and follow the instructions below regarding "Notice to the Public". Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to CityClerk@cityofelcentro.org or call 760-337-4515 by June 3, 2025.

COUNCIL MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting:

<https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhsZWp6R0tVZz09&omn=82576684590>

Optional dial-in number:

Meeting ID: 418 037 5132 Passcode: 5iHJYM

Public comments via zoom are subject to the same time limits as those in person.

Mayor and Council Members may be reached at (760) 336-8989

Mayor: Sonia Carter
Mayor Pro-Tem: Marty Ellett
Council Members: Sylvia Marroquin
Claudia Camarena
Michael Crankshaw

Acting City Manager: Police Chief
Robert Sawyer
City Attorney: Elizabeth Martyn Evans
City Clerk: Norma Wyles

3:30 PM CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL:

CLOSED SESSION PUBLIC COMMENT:

Any member of the public wishing to address the City Council on any matter appearing in the closed session may do so at this time. Unless the Mayor extends the time limit, remarks shall be limited to three (3) minutes. Additional opportunities for Public Comment will be given during and at the end of the meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION:

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS pursuant Govt. Code Section 54957.6

City Representatives: Patrick Clark, consultant and Dulce Bedolla, Human Resources Director

Negotiating with : Police Officers Association

Under negotiations: All aspects of salary and fringe benefits

CONFERENCE WITH LEGAL COUNSEL pursuant to Govt. Code Section 54957(d) (4)

Potential litigation by the City - 2 cases

CONFERENCE WITH LABOR NEGOTIATOR

City Council negotiating with Acting City Manager

Regarding salary and fringe benefits

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes.** When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda. **However, you may not show a visual presentation without review of that material. If you do so, you will be considered out of order.**

* Any information provided on the "Speaker Slip" is voluntary and will be public record

6:00 OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

PLEDGE OF ALLEGIANCE:

INVOCATION:

CITY ATTORNEY REPORT ON CLOSED SESSION:

(TIME MAY VARY) PUBLIC COMMENTS:

The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code §54953.3); this information on the "Speaker Slip" assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. * Any information provided on the "Speaker Slip" is voluntary and will be public record.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Presentation by Daniel Plascencia, Clinical Manager, and Miguel Gomez, Counseling Supervisor, from the Medical Treatment Center at 200 South 5th Street.
2. Certificates of Recognition - El Centro Elementary School District.

CONSENT AGENDA (ITEMS 3-5):

3. Approval of City Council Minutes for April 21, 2025 and May 5, 2025.
4. Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.
5. Adopt Resolution No. 25- , RESOLUTION OF THE CITY OF EL CENTRO, CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2007-1 (LEGACY RANCH) FOR FISCAL YEAR 2025/2026.

PUBLIC HEARINGS:

6. AB 2561 Presentation: Status of Vacancies and Recruitment and Retention Efforts .

Presentation: Dulce Bedolla, Human Resource Director

Recommendation:

Recommendation to approve and adopt the Public Hearing and Reporting on City of El Centro Vacancies, and Recruitment and Retention Efforts Policy in compliance with AB 2561 Local Public Employees: Vacant Positions.

7. Approve the Engineer's Report regarding Buena Vista L&LD and the Levy and Collection of Assessments.

Presentation: Elizabeth Fuchen, Interim Finance Director

Recommendation:

Adopt Resolution No. 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, APPROVING THE ENGINEER'S REPORT REGARDING BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

8. Approve the Engineer's Report regarding Legacy Ranch L&LD and the Levy and Collection of Assessments.

Presentation: Elizabeth Fuchen, Interim Finance Director

Recommendation:

Adopt Resolution No 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

9. Approve the Engineer's Report regarding Town Center L&LD and the Levy and Collection of Assessments.

Presentation: Elizabeth Fuchen, Interim Finance Director

Recommendation:

Adopt Resolution No. 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

10. Approve the Engineer's Report regarding Lotus Ranch L&LD and the Levy and Collection of Assessments.

Presentation: Elizabeth Fuchen, Interim Finance Director

Recommendation:

Adopt Resolution No 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

NEW BUSINESS:

11. City Vehicles Auction 2025.

Presentation: Abraham Campos, Public Works Director/City Engineer

Recommendation:

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING AND AUTHORIZING THE DISPOSAL OF OBSOLETE AND SURPLUS CITY PROPERTY BY AUCTION OR SALE

12. Approve plans and specifications for the Frazier Field Improvements Project and authorize soliciting of bids.

Presentation: Adriana Nava, Community Services Director

Recommendation:

Approve plans and specifications for the Frazier Field Improvements Project and authorize the soliciting of bids.

13. Discussion and related action regarding California Department of Transportation Clean California Grant for Embellece (Beautify) El Centro

Presentation: Adriana Nava, Community Services Director

Recommendation:

Approve the design concepts presented by COAR Design Group.

14. Discussion and any necessary action regarding the appointments to the Personnel Appeals Board to fill three (3) scheduled vacancies.

Presentation: Sonia Carter , Mayor

Recommendation:

Mayor's Recommendation: Approve three (3) appointments to the Personnel Appeals Board with terms ending April 15, 2029.

LEGISLATIVE ACTION:

TASK FORCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:

CITY MANAGER REPORT:

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760)337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangement to assure accessibility to this meeting.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-171)

Item: 1.

Meeting: 6/3/2025 3:30 PM

Department: Community Development

Category: Presentation

Prepared by: Angel Hernandez,
Community Development Director

Department Head:

DOC ID: 2025-171

Presentation by Daniel Plascencia, Clinical Manager, and Miguel Gomez, Counseling Supervisor, from the Medical Treatment Center at 200 South 5th Street.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

None



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-174)

Item: 2.

Meeting: 6/3/2025 3:30 PM

Department: City Manager

Category: Presentation

Prepared by: Cindy De Zilwa,
Management Assistant

Department Head:

DOC ID: 2025-174

Certificates of Recognition - El Centro Elementary School District.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

**DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE
DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE,
CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:**

N/A

BACKGROUND:

N/A

DISCUSSION:

N/A

CONCLUSION:

N/A

ATTACHMENTS:

None



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-182)

Item: 3.

Meeting: 6/3/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Norma Wyles

DOC ID: 2025-182

Approval of City Council Minutes for April 21, 2025 and May 5, 2025.

CITY MANAGER'S RECOMMENDATION:

Approve the City Council minutes of April 21, 2025 and May 5, 2025.

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. 4-21-2025 Special Meeting CC Minutes
2. 05-05-2025 Special Meeting CC Minutes

**SPECIAL MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
MONDAY, APRIL 21, 2025, 10:00 A.M.**

The El Centro City Council met in a special session in the Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California on Monday, April 21, 2025, at 10:00 a.m. for the purpose of Administering of Oath of Office to newly appointed Council Member and Reorganization of the City Council.

OPEN SESSION

The El Centro City Council met in a special session on Monday, April 21, 2025 at 10:05 a.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California. No closed session was held.

PRESENT: Council: Ellett, Carter, Marroquin, Camarena
City Clerk Wyles, Interim City Manager Paramo, City Attorney Martyn Evans

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the flag of the United States of America was led by Council Member Marroquin.

INVOCATION

Invocation was given by Council Member Camarena.

PUBLIC COMMENTS

None

ADMINISTER OATH OF OFFICE BY THE CITY CLERK

City Clerk Wyles administered the Oath of Office to appointed City Council Member Michael Crankshaw.

REMARKS BY COUNCIL MEMBER CRANKSHAW

Council Member Crankshaw made some remarks.

REORGANIZATION OF THE CITY COUNCIL

At this time the meeting was turned over to the City Clerk, who presided over the selection of Mayor for the ensuing year.

City Clerk Wyles called for nominations of Mayor at this time.

1. Moved by Marroquin, second by Camarena, to nominate **Sonia Carter for Mayor**, and with no other nominations being made, nominations were closed.
AYES: Ellett, Crankshaw, Carter, Marroquin, Camarena
NOES: None
ABSENT: None
ABSTAINED: None

City Clerk Wyles turned the meeting over to the newly selected Mayor Carter for the nomination of Mayor Pro-Tem.

2. Moved by Carter, second by Camarena, for nomination of **Marty Ellett for Mayor Pro-Tem** and with no other nominations being made, nominations were closed.

AYES: Ellett, Crankshaw, Carter, Marroquin, Camarena
NOES: None
ABSENT: None
ABSTAINED: None

REMARKS BY MAYOR PRO-TEM MARTY ELLETT

3. Mayor Pro-Tem Ellett made some remarks.

REMARKS BY NEW MAYOR SONIA CARTER

4. Closing remarks were made at this time by incoming Mayor Sonia Carter.

ADJOURNMENT

With no further business to be discussed, the meeting was adjourned at 10:17 a.m.

APPROVED BY:

Norma Wyles, City Clerk

Sonia Carter, Mayor

**SPECIAL MEETING
EL CENTRO CITY COUNCIL
CITY HALL, CONFERENCE ROOM A
1275 MAIN STREET, EL CENTRO, CA
MONDDAY, MAY 5, 2025, 3:30 P.M.**

OPEN SESSION

The El Centro City Council met in a special meeting on Monday, May 5, 2025 at 3:33 p.m. in Conference Room A, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Ellett, Crankshaw, Carter, Marroquin, Camarena
City Clerk Wyles, Interim City Manager Paramo, City Attorney Martyn Evans

ABSENT: None

MOTION TO GO INTO CLOSED SESSION:

Moved by Camarena, second by Carter to go into closed session at 3:33 p.m.

CLOSED SESSION PUBLIC COMMENT:

No comments were received.

CITY COUNCIL CLOSED SESSION

**CLOSED SESSION REGARDING PUBLIC EMPLOYEE APPOINTMENT PURSUANT TO GOVT.
CODE SECTION 54957**

Title of Position: City Manager

CONFERENCE WITH LABOR NEGOTIATORS

Negotiating with: City Manager
Regarding monetary and related compensation

CITY ATTORNEY REPORT ON CLOSED SESSION

No reportable action.

OPEN SESSION:

None

ADJOURNMENT

With no further business to come before City Council, the meeting adjourned 7:20 p.m.

Norma Wyles, City Clerk

APPROVED BY:

Sonia Carter, Mayor



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-172)

Item: 4.

Meeting: 6/3/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Felix DeLeon, Senior
Engineer

Department Head: Abraham Campos

DOC ID: 2025-172

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.

FISCAL IMPACT:

No Impact to the General Fund. \$1,179,000 is expected to be received from the State of California as part of the Road Maintenance and Rehabilitation Account (RMRA) funding.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

N/A

BACKGROUND:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide. SB1 includes accountability and transparency provisions that will ensure the residents of the City of El Centro are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. As part of this transparency effort, the City must provide a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion and the estimated useful life of the improvement. This is the ninth year the City of El Centro will be receiving SB1 RMRA funding.

- For FY 2017-2018, City Council authorized \$255,000 to be used to supplement existing funding in support of the La Brucherie Avenue Widening project between Orange Avenue and Commercial Ave. Project was completed.
- For FY 2018-2019, City Council authorized \$757,701 to be used to supplement

existing funding for road maintenance activities, specifically including:

1. Ross Avenue, between Dogwood Avenue and the Alder Canal (east city limit), and
 2. La Brucherie Avenue between Adams Avenue and Villa Avenue
- The project was completed.

- For FY 2019-2020, City Council authorized \$766,589 to be used to supplement existing funding for road maintenance activities, specifically including:

1. North Eighth Street, between Adams Avenue and Oleander Avenue.
- The project was completed under the 2020 Streets Maintenance and Rehabilitation Improvements Project

- For FY 2020-2021 City Council authorized \$873,479, in FY 20/21, to supplement road construction activities, specifically including:

1. South Imperial Avenue Extension - Phase I
- The Project was completed.

- For FY 2021-2022 City Council authorized \$903,903, in FY 20/21, to supplement road maintenance activities, specifically including:

1. Ross Avenue Rehabilitation and Maintenance from 8th Street to 4th Street.
 2. Euclid Avenue Rehabilitation and Maintenance from La Brucherie Avenue to Imperial Avenue and from 4th Street to 5th Street.
- Improvements were completed under the 2023 Streets Overlay Project.

- For FY 2022-2023 City Council authorized \$1,025,691 to supplement road construction activities specifically including:

1. La Brucherie Ave. widening from Cruickshank Dr. to North City Limits.
- Currently, the project is near completion of the construction plans and specifications.

- For FY 2023-2024 City Council authorized \$1,108,011 in FY 23/24, to supplement road maintenance and rehabilitation activities, specifically including:

1. East Main St. From Dogwood Ave. To East City Limits
- The project was completed.

- For FY 2024-2025 City Council authorized \$1,147,000 in FY 24/25 to supplement road maintenance and rehabilitation activities on Danenberg Dr. from Beverly Ln. to Farnsworth Ln. Rehabilitation will be coordinated with the progress of the current S. Lift Station project in the area.

DISCUSSION:

RMRA funding has specific program guidelines to meet the intent and purpose of the funding program. Eligible projects listed in the program guidelines include the following list. However, funding is intended to be prioritized for expenditure on basic road maintenance and rehabilitation projects and on critical safety projects:

- Road Maintenance and Rehabilitation
- Safety Projects

- Railroad grade separations.
- Traffic Control Devices
- Complete Street Components

Due to the amount available as well as the assessment of the needs of the city's roadway maintenance and rehabilitation, staff propose to assign the anticipated RMRA funding of \$1,179,000 in FY 25/26 to supplement Road Rehabilitation activities, specifically including La Brucherie Road Rehabilitation from Octotillo Dr. to Orange Ave.

CONCLUSION:

Adopt Resolution No. 25- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

ATTACHMENTS:

1. RESOLUTION 25-
2. CA City Finance Fy25Fy26 El Centro

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CENTRO ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of El Centro (the "City") are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,179,000.00 in RMRA funding in Fiscal Year 2025-2026 from SB 1; and

WHEREAS, this is the 9th year in which the City of El Centro is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/project list; and

WHEREAS, the City uses a Pavement Management System to develop project lists, including the SB 1 project list, to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate the projects listed in this resolution, including adding active transportation infrastructure where feasible throughout the City and continue similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the overall Imperial County streets and roads are in an "at-risk" condition; and

WHEREAS, the City's Pavement Management System found that the City's streets and roads are in an "good" condition and this revenue will help the City maintain the overall quality of our road system and over the next decade will assist in the effort to maintain our streets and roads in the "good" condition category; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA,
DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. The fiscal year 2025-2026 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

PROJECT TITLE / DESCRIPTION	LOCATION FROM	LOCATION TO	USEFUL LIFE	YEAR OF CONSTRUCTION	ESTIMATED PROJECT SCHEDULE
La Brucherie Road Rehabilitation / By removal of existing asphalt and installation of new Hot Mix Asphalt	Ocotillo Dr.	Orange Ave.	25 YRS.	2027	BEGINS 3/27 ENDS 6/27

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro,
California held on the day of , 2025.

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing
Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of
El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide

Estimated January 2025

HUMBOLDT COUNTY

	2024-25 Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
ARCATA	531,543	468,298	999,841
BLUE LAKE	39,763	30,425	70,188
EUREKA	771,000	681,023	1,452,023
FERNDALE	45,090	35,197	80,287
FORTUNA	360,955	316,373	677,328
RIO DELL	101,346	85,595	186,941
TRINIDAD	14,453	7,752	22,204
County of Humboldt	6,036,261	6,530,675	12,566,936
Total Cities & County: Humboldt	7,900,411	8,155,338	16,055,749

IMPERIAL COUNTY

	2024-25 Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
BRAWLEY	803,512	715,690	1,519,202
CALEXICO	1,108,823	991,336	2,100,159
CALIPATRIA	189,534	164,979	354,512
EL CENTRO	1,267,953	1,135,004	2,402,957
HOLTVILLE	162,937	140,967	303,904
IMPERIAL	629,008	559,044	1,188,051
WESTMORLAND	63,131	51,761	114,892
County of Imperial	10,308,266	12,325,388	22,633,654
Total Cities & County: Imperial	14,533,165	16,084,168	30,617,334

INYO COUNTY

	2024-25 Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
BISHOP	114,245	97,336	211,581
County of Inyo	3,524,522	4,066,942	7,591,464
Total City & County: Inyo	3,638,767	4,164,278	7,803,045

	2025-26 Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
ARCATA	531,492	486,614	1,018,106
BLUE LAKE	39,759	31,615	71,375
EUREKA	770,926	707,659	1,478,584
FERNDALE	45,086	36,574	81,660
FORTUNA	360,921	328,747	689,668
RIO DELL	101,337	88,943	190,280
TRINIDAD	14,452	8,055	22,507
County of Humboldt	6,024,623	6,786,099	12,810,722
Total Cities & County: Humboldt	7,888,596	8,474,305	16,362,901

	2025-26 Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
BRAWLEY	803,385	743,682	1,547,067
CALEXICO	1,108,647	1,030,109	2,138,756
CALIPATRIA	189,504	171,431	360,935
EL CENTRO	1,267,751	1,179,396	2,447,147
HOLTVILLE	162,912	140,480	303,392
IMPERIAL	628,908	580,909	1,209,817
WESTMORLAND	63,122	53,785	116,908
County of Imperial	10,278,930	12,807,451	23,086,381
Total Cities & County: Imperial	14,503,160	16,713,243	31,216,403



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-179)

Item: 5.

Meeting: 6/3/2025 3:30 PM

Department: Finance

Category: Resolution

Prepared by: Elizabeth Fuchen, Interim

Finance Director

Department Head: Elizabeth Fuchen

DOC ID: 2025-179

**Adopt Resolution No. 25- , RESOLUTION OF THE CITY OF EL CENTRO,
CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY
FACILITIES DISTRICT NO. 2007-1 (LEGACY RANCH) FOR FISCAL YEAR 2025/2026.**

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- , RESOLUTION OF THE CITY OF EL CENTRO,
CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY
FACILITIES DISTRICT NO. 2007-1 (LEGACY RANCH) FOR FISCAL YEAR 2025/2026.

FISCAL IMPACT:

The City will receive approximately \$121,073.28 to pay the bond obligation debt and
administration cost of the El Centro Community Facilities District No. 2007-1 (Legacy
Ranch)

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

**DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE
DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE,
CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:**

BACKGROUND:

DISCUSSION:

On an annual basis, Community Facilities District No. 2007-1 (Legacy Ranch) determines
the levy and collection of special taxes needed for the coming year. This collection is
based on the schedule set out on Exhibit "A".

CONCLUSION:

Adopt Resolution No. 25- , RESOLUTION OF THE CITY OF EL CENTRO,
CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY
FACILITIES DISTRICT NO. 2007-1 (LEGACY RANCH) FOR FISCAL YEAR 2025/2026.

ATTACHMENTS:

1. RESO - LEGACY CFD

RESOLUTION NO. 25-

RESOLUTION OF THE CITY OF EL CENTRO, CALIFORNIA
AUTHORIZING THE LEVY OF A SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (LEGACY
RANCH) FOR FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro (the “City Council”) has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 2007-1 Legacy Ranch, as authorized pursuant to the terms and provisions of the “Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “District”); and

WHEREAS, the City Council, by ordinance, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and the City Council wants to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, the City Council of the City of El Centro, California, does hereby resolve as follows:

1. That the above recitals are true and correct.
2. That the special tax rates for each tax category to be used to generate special tax revenues, which will be collected to pay for the costs and expenses for the next fiscal year (2025-2026) for the District, is hereby determined and established as set forth in the attached, referenced and incorporated Exhibit “A.”
3. That the rate as set forth above does not exceed the amount as previously authorized by ordinance of the City Council, and is not in excess of that as previously approved by the qualified electors of the District.
4. That the City Clerk or other designated official shall file a certified list of all parcels subject to the special tax with the County Auditor on or before July 15, 2025. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.
5. Monies above collected shall be paid into the District funds.
6. The Auditor of the County of Imperial is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit “A.”

7. The County Auditor shall then, at the close of the tax collection period, promptly render to the City Council a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the City Council of the City of El Centro, California this day of _____, 2025 by the following vote:

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25-_____ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

Exhibit "A"
Community Facilities District No. 2007-1
(Legacy Ranch)
Proposed Special Tax Rates
Fiscal Year 2025/2026

The following table summarizes the Maximum and the Proposed Special Tax Rates relating to each land use class.

LAND USE CLASS	SPECIAL TAX RATE (MULTIPLIER)	RESIDENTIAL FLOOD AREA (SQ FT)	MAXIMUM SPECIAL TAX RATE	PROPOSED SPECIAL TAX RATE (1)
1	Per square foot of Residential Floor Area	Greater than 3,176	\$1,296.84 /unit	\$1,296.84 /unit
2	Per square foot of Residential Floor Area	2,926-3,175	\$1,211.15 /unit	\$1,211.15 /unit
3	Per square foot of Residential Floor Area	2,676-2,925	\$1,089.75 /unit	\$1,089.75 /unit
4	Per square foot of Residential Floor Area	2,426-2,675	\$989.77 /unit	\$989.77 /unit
5	Per square foot of Residential Floor Area	2,176-2,425	\$908.36 /unit	\$908.36 /unit
6	Per square foot of Residential Floor Area	Less than 2,175	\$809.81 /unit	\$809.81 /unit

⁽¹⁾The Proposed Special Tax Rates to be levied for Fiscal Year 2025/2026 will not exceed the Maximum Special Tax Rates described above.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-170)

Item: 6.

Meeting: 6/3/2025 3:30 PM

Department: Human Resources

Category: Reports

Prepared by: Dulce Bedolla, Human
Resource Director

Department Head: Dulce Bedolla

DOC ID: 2025-170

AB 2561 Presentation: Status of Vacancies and Recruitment and Retention Efforts .

CITY MANAGER'S RECOMMENDATION:

Recommendation to approve and adopt the Public Hearing and Reporting on City of El Centro Vacancies, and Recruitment and Retention Efforts Policy in compliance with AB 2561 Local Public Employees: Vacant Positions.

FISCAL IMPACT:

N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

Pursuant to Assembly Bill 2561, a public agency is required to present the status of job vacancies, as well as its recruitment and retention efforts, at a public hearing at least once per fiscal year. The agency must also allow the recognized employee organization to present at the hearing. If job vacancies within a single bargaining unit equal or exceed 20% of the total number of authorized full-time positions, the agency is required - upon request of the recognized employee organization - to include specified information at the public hearing.

DISCUSSION:

Assembly Bill 2561 provides an opportunity to formally review and discuss current vacancies and recruitment/retention efforts with the public and employee organizations in a transparent setting.

CONCLUSION:

Accept report as presented

ATTACHMENTS:

1. AB2561 presentation

Assembly Bill 2561 Presentation

June 3, 2025



Overview to AB 2561

- ◆ This legislative measure is aimed to enhance transparency and accountability in addressing staffing shortages in local public sectors.
- ◆ Public sectors can identify necessary changes to policies, procedures, and recruitment activities that may exacerbate staffing challenges.
- ◆ Public sectors can ensure it is actively responding to community needs by being staffed appropriately:
 - High job vacancies impact public service delivery.
 - Additional workload for current employees due to understaffing leads to burnout and increased turnover.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB2561

Annual Public Hearing Requirements

- ◆ Effective January 1, 2025, Assembly Bill 2561 (AB 2561) requires a public agency to present the status of job position vacancies and recruitment and retention efforts at a public hearing before the agency's governing board at least once per fiscal year before the adoption of the annual budget.
- ◆ If job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, public agency would need to provide additional reporting information for the high vacancy rates.
- ◆ City of El Centro currently maintains vacancies below 20% within each bargaining unit for its authorized full-time positions.

City of El Centro

Position Vacancy Information - Bargaining Units*

Bargaining Unit	# of Budgeted FTE	# of FTE Vacancies	% of FTE Position Vacancies
Certified WTP Operators, Certified WWTP Operators & Certified WD Operators/Sewer	32	3	9.38%
General Employees Unit	102	8	7.84%
Firefighters Association	36	0	0.00%
Police Officers Association Including Sergeants & Police Dispatchers	59	6	10.17%
Supervisory, Professional & Technical Employees	15	0	0.00%

*as of May 15, 2025

Status of Current Job Vacancies

Certified WTP Operators, Certified WWTP Operators & Certified WD Operators/Sewer

Position	Status as of May 15, 2025
Certified Water Distribution Operator/Sewer I	Recruitment process to begin
Certified Water Distribution Operator/Sewer II	Recruitment process to begin
WWTP Shift Operator	Interviews in June

Status of Current Job Vacancies

General Employees Unit

Position	Status as of May 15, 2025
Accountant	Vacant due to reorganization of Finance Dept.
Community Service Officer (2)	In background
Street Maintenance Worker II	Accepting applications
Park Maintenance Worker I (2)	Interviews in June
Adult Center Coordinator	In background
Equipment Mechanic I	Hire date 5/27/25

Status of Current Job Vacancies

Police Officers Association Including Sergeants & Police Dispatchers

Position	Status as of May 15, 2025
Police Officer (2)	(1) In background (1) hire date 5/27/25
Public Safety Dispatcher (4)	(4) In background

Seasonal Summer Staffing

- ◆ Recruitment occurs in April and Onboarding occurs May 5th through June 5th of each year.
- ◆ Community Summer Programs
 - Recreation Center Youth Programs - Recreational Leaders
 - Hired 21 in 2025
 - Aquatic Center - Lifeguards
 - Hired 34 in 2025

Recruitment and Retention Efforts

- ◆ Acquiring new Recruitment Management System: NeoGov / Government Jobs
- ◆ Classification Study
- ◆ Pilot Program for an additional recruiter dedicated to Public Safety departments

Thank you.



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-175)

Item: 7.

Meeting: 6/3/2025 3:30 PM

Department: Finance

Category: Resolution

Prepared by: Elizabeth Fuchen, Interim
Finance Director

Department Head: Elizabeth Fuchen

DOC ID: 2025-175

Approve the Engineer's Report regarding Buena Vista L&LD and the Levy and Collection of Assessments.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, APPROVING THE ENGINEER'S REPORT REGARDING BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

FISCAL IMPACT:

The City will receive approximately \$80,454 to maintain the Landscaping and Lighting fees of the District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

On an annual basis, the Buena Vista Landscaping and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. The City is currently maintaining the improvements in the District.

CONCLUSION:

Adopt Resolution No. 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, APPROVING THE ENGINEER'S REPORT REGARDING BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

ATTACHMENTS:

1. FY2526 El Centro Buena Vista Engineer's Report_PH
2. RESO - BUENA VISTA



City of El Centro

Buena Vista

Landscaping and Lighting District

2025/2026 ENGINEER'S REPORT

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Buena Vista Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Buena Vista

City of El Centro, County of Imperial, State of California

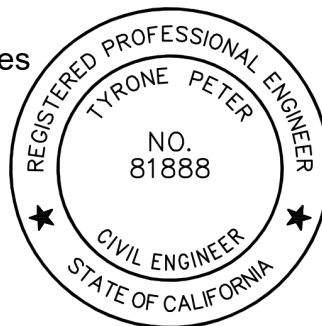
This Report identifies the parcels within the Buena Vista Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 7th day of May, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: Michelle Laase
Michelle Laase
Project Manager, District Administration Services

By: Tyrone Peter
Tyrone Peter
P.E. # C 81888



PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

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I. EXECUTIVE SUMMARY

A. INTRODUCTION

The City of El Centro (“City”) created the Buena Vista Landscaping and Lighting District (“District”) in order to provide for the ongoing operation, maintenance and servicing of median landscaping, certain perimeter landscaping and street lighting improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation, maintenance and servicing of these improvements are funded. The District was formed in 2004 and annual assessments are levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”) and in compliance with the substantive and procedural requirements of the “*California State Constitution*” *Article XIID* (“Article XIID”).

This Engineer’s Annual Levy Report (“Report”) describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this Report by reference.

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

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District consists of the lots, parcels and subdivisions of land located in the development area described below:

- Buena Vista: The District encompasses the area of land identified by the County Assessor's Office as Buena Vista Sub Units 1 through 4. It is located on the west side of 8th Street, between McCabe Road and Interstate 8.
- 465 single-family residential lots have been created within these Sub Units.

The District Diagram is presented in Part V of this Report.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

Landscape Improvements

The landscaping improvements may include, but are not limited to landscaping material and facilities within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments, specifically:

- Perimeter Landscaping at the locations and with the approximate composition, which follow. The square footage of area to be maintained for each development was estimated at a constant 5 feet width multiplied by a variable length of perimeter where the development adjoins a street. The length was taken from the Landscape Construction Plans measurement where available and approximated manually where the fore-mentioned measurements were not available.
 - ❖ 8th Street and Imperial Avenue – 14,146.80 square feet of shrubs;
 - ❖ 8th Street and Imperial Avenue – 6,445.77 square feet of groundcover;

- ❖ 8th Street, Imperial Avenue, Manuel A. Ortiz Avenue, and Fieldview Avenue – 225 trees.
- Perimeter Hardscape at the following locations and compositions:
 - ❖ 8th Street, Imperial Avenue, Manuel A. Ortiz Avenue, and Fieldview Avenue – 30,200 square feet of concrete sidewalk;
 - ❖ 8th Street and Imperial Avenue – 2,910 linear feet of slump block wall;
 - ❖ 8th Street – 160 linear feet of entry monument; and
 - ❖ 8th Street – 13,620 square feet of decomposed granite.

(The total perimeter landscape and hardscape area is estimated at approximately 88,523 square feet.)

- Retention Basin maintenance, including, but not limited to trash removal, weed clearing and other necessary maintenance to keep the basin operating properly.

Public Street Lighting Improvements

The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with:

- Public street lighting within the residential subdivisions;
- Public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the developments and other public areas associated with or necessary for development of properties within the District.

III. METHOD OF APPORTIONMENT

A. GENERAL

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

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

Furthermore, Article XIID Section 4 of the California Constitution (“Constitution”) states that:

“The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided...”

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

B. PROPOSITION 218 BENEFIT ANALYSIS

The costs of the improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District, for which the property owners and residents have expressed a high level of support.

This District was formed to provide and establish landscape and lighting enhancement that affects the presentation of the surrounding properties and developments and will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape improvements within the District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated for the District will be used solely for such purposes.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIIID addresses several key criteria for the levy of assessments, notably:

Article XIIID Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIIID Section 2i defines special benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements in the District, and the assessment obligation for each parcel reflects that parcel’s proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C. SPECIAL BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the Constitution and the 1972 Act. The improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties and their ongoing operation; maintenance and servicing of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the operation, maintenance and servicing of the improvements are of direct and special benefit to the properties.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the landscaping improvements specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area and properties;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced quality of life through well-maintained green belts and landscaped areas;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to and from property;
- Reduced vandalism and other criminal act and damage to improvements or property; and
- Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Although the improvements include public easements, right-of-ways, streets and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

D. ASSESSMENT METHODOLOGY

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned within the District. The development is a Single Family Residential development, and it has been determined that the planned residential parcels benefit equally from the improvements.

Equivalent Benefit Units:

To assess benefits equitably, it is necessary to relate each property's proportional special benefits to the special benefits of other properties within the District. The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). The other land uses are converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning special benefits is typically seen as an appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that the other land use types are compared to and weighted against (i.e. Equivalent Benefit Unit or “EBU”).

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.0 EBU per dwelling unit.

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

Vacant Single-Family Residential — This land use is defined as property currently zoned for single-family detached residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Multi-Family Residential — This land use is defined as property currently zoned for multi-family residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Commercial — This land use is defined as property currently zoned for commercial use, but not specifically identified as commercial property. This land use is assessed at 1.0 EBU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EBU. Parcels over 50 acres are assigned a maximum of 50 EBU.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This land use type is assessed at 4.0 EBU per gross acre. Parcels less than 0.25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Commercial Property.

Recreational or Limited Commercial Use — This land use is defined as property used for recreational or commercial use that is not part of the improvements provided by the District. This land use classification may include, but is not limited to, golf courses, commercial parking lots or commercial properties where less than ten percent of the total acreage has been developed. This land use is assessed at 2.0 EBU per acre. Similar to Commercial properties, there is no maximum acreage cap for this land use, but parcels less than 0.5 acres are assigned a minimum 1.0 EBU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore not assessed.

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

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Unit	Multiplier
Single-Family Residential	SFR	1.0	Lot/Parcel
Multi-Family Residential	MFR	1.0	Dwelling Unit
Planned Residential Development	PRD	1.0	Planned Residential Lot or Dwelling Unit
Vacant Single-Family Residential	SFV	0.5	Parcel
Vacant Multi-Family Residential	MFV	0.5	Parcel
Vacant Commercial	CMV	1.0	Acreage
Developed Commercial	COM	4.0	Acreage
Recreational or Limited Commercial Use	REC	2.0	Acreage
Exempt	XMT	0.0	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the improvements. The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acres/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBUs) is the sum of individual EBUs applied to parcels that receive special benefit from the improvements. An assessment amount per EBU ("Rate") is established by taking the net total cost of the improvements and dividing that amount by the total number of EBUs of the parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Rate per EBU}$$

$$\text{Rate per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

E. ASSESSMENT RANGE FORMULA

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

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners was conducted pursuant to the Constitution Article XIII D Section 4. The property owner ballots included an Assessment to be approved, as well as the approval of an assessment range formula.

The Maximum Assessment Rate is equal to the initial Assessment Rate approved by property owners adjusted annually by the percentage increase of the Local Consumer Price Index (CPI) for San Diego-Carlsbad, CA Area for All Urban Consumers from January to January. For Fiscal Year 2025/2026, the percentage increase of the local CPI is 3.81%.

Beginning in the second Fiscal Year of the District (Fiscal Year 2005/06) and each Fiscal Year thereafter, the Maximum Assessment Rate will be recalculated and a new Maximum Assessment Rate established. The Maximum Assessment Rate is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment rate per EBU for any Fiscal Year that is less than or equal to this Maximum Assessment Rate is not considered an increased assessment.

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

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

DIRECT COSTS:

Maintenance Costs/Labor — Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Landscaping Supplies — Includes all, materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material etc.), and equipment, (e.g. communication, small tools, rentals, machinery etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

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

Miscellaneous Expenses — This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

ADMINISTRATION COSTS:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

Professional Fees for Administration — This budget item includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

County Per Parcel Fee — This is the cost to the District for the County to collect assessments on the property tax bills.

LEVY ADJUSTMENTS:

Reserve Fund Collection/ (Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County typically provides the City with the first installment of assessments collected from

the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Interest Credit – This amount is the interest earnings for the District.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660*, provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Contribution) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

General Fund Loan Repayment/(Advances) — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number

indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS:

Total Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

Total Equivalent Benefit Units — The typical single-family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

Applied Levy per EBU — This amount represents the assessment rate being applied to each EBU. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

B. PROPOSED BUDGET FISCAL YEAR 2025/2026

City of El Centro	
Buena Vista Landscaping and Lighting Assessment Fiscal Year 2025/26 Fund Number: 923	
Levy Components	Special Benefit
DIRECT COSTS	
Maintenance Costs/Labor	\$50,290
Landscaping Supplies	50,000
Utilities: Water	6,000
Utilities: Electricity	1,500
Miscellaneous Expenses	900
Subtotal Direct Costs	\$108,690
ADMINISTRATION COSTS	
District Administration	\$3,500
Professional Fees for Administration	4,889
County per Parcel Fee	111
Subtotal Administration Costs	\$8,500
TOTAL DIRECT AND ADMINISTRATION COSTS	\$117,190
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	(\$34,736)
Interest Credit	(2,000)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	(\$36,736)
BALANCE TO LEVY	\$80,454
DISTRICT STATISTICS	
Total Parcels	467
Total Parcels Levied	465
Total Equivalent Benefit Units	465.00
Applied Levy per Benefit Unit	\$173.02
Maximum Levy per Benefit Unit (Current Fiscal Year)	\$217.32
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/01/2025	\$36,817
Collection/(Transfer)	(34,736)
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	\$2,081

C. HISTORICAL RATES

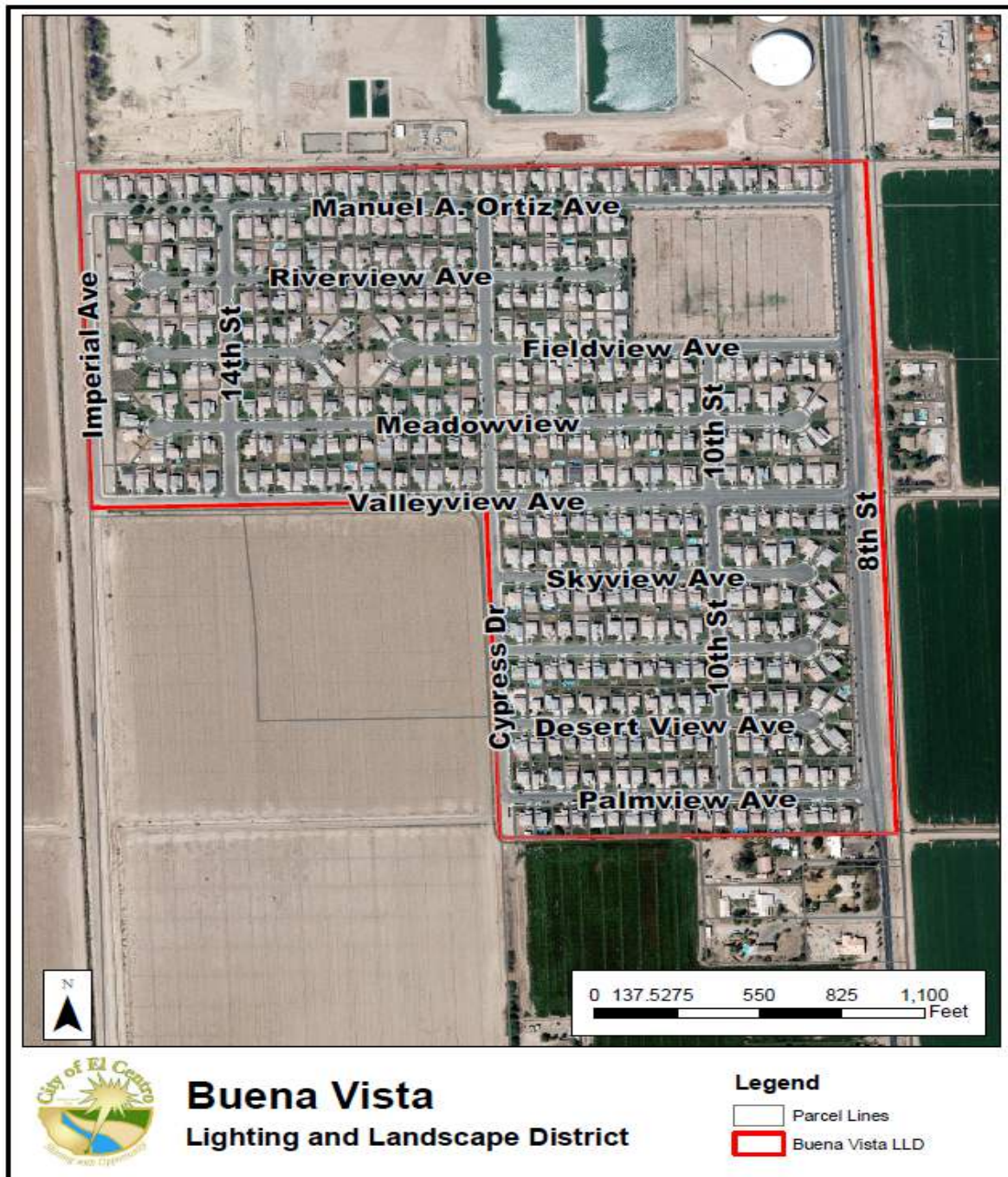
Fiscal Year	CPI	Applied Rate	Max Rate
2004/05	N/A	\$119.00	\$119.00
2005/06	3.65%	\$123.34	\$123.35
2006/07	3.67%	\$127.86	\$127.87
2007/08	3.40%	\$66.10	\$132.22
2008/09	2.29%	\$68.49	\$135.24
2009/10	3.85%	\$71.40	\$140.45
2010/11	0.00%	\$71.40	\$140.45
2011/12	1.32%	\$71.40	\$142.31
2012/13	3.03%	\$71.40	\$146.62
2013/14	1.60%	\$10.00	\$148.97
2014/15	1.31%	\$10.00	\$150.92
2015/16	1.85%	\$10.00	\$153.72
2016/17	1.62%	\$10.00	\$156.20
2017/18	1.96%	\$10.00	\$159.27
2018/19	3.01%	\$10.00	\$164.07
2019/20	2.58%	\$10.00	\$168.28
2020/21	2.30%	\$10.00	\$172.15
2021/22	1.69%	\$46.14	\$175.06
2022/23	8.22%	\$92.28	\$189.46
2023/24	6.45%	\$115.36	\$201.67
2024/25	3.80%	\$144.20	\$209.33
2025/26	3.81%	\$173.02	\$217.32

D. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

V. DISTRICT DIAGRAM

The Diagram for the Buena Vista Landscaping and Lighting District is on file with the City Clerk and by reference herein is made part of this Report. The parcels within the Buena Vista Landscaping and Lighting District consist of the lots, parcels and subdivisions of land shown on the Imperial Assessor's parcel maps. The lines and dimensions shown on the County Assessor Parcel maps for the current year are incorporated by reference herein and made part of this Report.



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the current assessor parcels to be assessed within this District along with the assessment amounts is provided in the Assessment Roll on file at the Office of the City Clerk.

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-551-001-000	802 MANUEL ORTIZ AVE	SFR	1.00	\$217.32	\$173.02
054-551-002-000	826 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-003-000	850 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-004-000	874 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-005-000	898 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-006-000	902 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-007-000	926 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-008-000	950 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-009-000	974 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-010-000	998 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-011-000	1002 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-012-000	1026 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-013-000	1050 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-014-000	1074 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-015-000	1098 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-016-000	1102 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-017-000	1122 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-018-000	1140 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-019-000	1160 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-020-000	1178 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-021-000	1198 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-022-000	1202 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-023-000	1216 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-024-000	1230 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-025-000	1244 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-026-000	1258 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-027-000	1272 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-028-000	1286 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-029-000	1298 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-030-000	1302 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-031-000	1318 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-032-000	1334 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-033-000	1350 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-034-000	1364 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-035-000	1382 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-036-000	1398 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-037-000	1402 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-038-000	1416 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-039-000	1430 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-040-000	1444 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-041-000	1458 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-042-000	1472 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-043-000	1486 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-551-044-000	1498 MANUEL A. ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-001-000	1219 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-002-000	1203 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-003-000	1202 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-004-000	1218 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-005-000	1399 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-006-000	1383 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-007-000	1365 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-008-000	1351 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-009-000	1335 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-010-000	1319 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-011-000	1303 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-012-000	1299 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02

City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-552-013-000	1283 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-014-000	1265 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-015-000	1251 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-016-000	1235 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-552-017-000	1234 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-018-000	1250 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-019-000	1264 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-020-000	1282 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-021-000	1298 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-022-000	1302 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-023-000	1318 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-024-000	1334 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-025-000	1350 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-026-000	1364 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-027-000	1382 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-552-028-000	1398 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-001-000	1219 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-002-000	1203 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-003-000	1202 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-004-000	1222 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-005-000	1240 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-006-000	1260 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-007-000	1278 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-008-000	1298 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-009-000	1299 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-010-000	1279 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-011-000	1261 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-012-000	1241 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-013-000	1223 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-014-000	1203 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-553-015-000	1218 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-016-000	1202 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-017-000	1235 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-018-000	1251 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-019-000	1265 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-020-000	1283 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-021-000	1299 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-022-000	1303 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-023-000	1319 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-024-000	1335 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-025-000	1351 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-026-000	1365 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-027-000	1383 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-028-000	1399 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-553-029-000	1398 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-030-000	1378 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-031-000	1360 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-032-000	1340 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-033-000	1322 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-034-000	1302 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-035-000	1303 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-036-000	1323 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-037-000	1341 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-038-000	1361 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-039-000	1379 FIELDVIEW CT	SFR	1.00	217.32	173.02
054-553-040-000	1399 FIELDVIEW CT	SFR	1.00	217.32	173.02

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-553-041-000	1398 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-042-000	1382 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-043-000	1364 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-044-000	1350 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-045-000	1334 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-046-000	1318 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-047-000	1302 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-048-000	1298 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-049-000	1282 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-050-000	1264 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-051-000	1250 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-553-052-000	1234 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-001-000	1219 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-002-000	1203 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-003-000	1235 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-004-000	1251 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-005-000	1265 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-006-000	1283 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-007-000	1299 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-008-000	1303 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-009-000	1319 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-010-000	1335 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-011-000	1351 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-012-000	1365 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-013-000	1383 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-554-014-000	1399 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-555-001-000	1051 MANUEL A ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-002-000	1075 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-003-000	1099 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-004-000	1103 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-005-000	1123 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-006-000	1141 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-007-000	1161 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-008-000	1199 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-555-009-000	1198 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-010-000	1186 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-011-000	1172 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-012-000	1158 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-013-000	1144 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-014-000	1130 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-015-000	1116 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-016-000	1102 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-017-000	1103 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-018-000	1117 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-019-000	1131 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-020-000	1145 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-021-000	1159 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-022-000	1173 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-023-000	1187 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-024-000	1199 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-555-025-000	1198 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-555-026-000	1178 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-555-027-000	1160 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-555-028-000	1140 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-555-029-000	1122 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-555-030-000	1102 FIELDVIEW AVE	SFR	1.00	217.32	173.02

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-555-031-000	1098 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-555-032-000	1078 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-001-000	1199 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-002-000	1179 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-003-000	1161 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-004-000	1141 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-005-000	1123 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-006-000	1103 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-007-000	1099 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-008-000	1079 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-009-000	1061 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-010-000	1041 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-011-000	1023 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-012-000	1003 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-556-013-000	1002 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-014-000	1022 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-015-000	1040 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-016-000	1060 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-017-000	1078 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-018-000	1098 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-019-000	1102 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-020-000	1122 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-021-000	1140 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-022-000	1160 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-023-000	1178 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-556-024-000	1198 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-001-000	1199 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-002-000	1179 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-003-000	1161 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-004-000	1141 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-005-000	1123 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-006-000	1103 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-007-000	1099 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-008-000	1079 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-009-000	1061 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-010-000	1041 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-011-000	1023 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-557-012-000	1003 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-001-000	803 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-002-000	835 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-003-000	867 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-004-000	899 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-005-000	903 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-006-000	957 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-007-000	999 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-558-008-000	998 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-009-000	956 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-010-000	902 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-011-000	898 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-012-000	856 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-013-000	802 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-014-000	803 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-015-000	857 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-016-000	899 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-017-000	903 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-558-018-000	957 MEADOWVIEW AVE	SFR	1.00	217.32	173.02

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-558-019-000	999 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-001-000	1499 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-559-002-000	1479 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-559-003-000	1461 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-559-004-000	1441 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-559-005-000	1433 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-559-006-000	1403 MANUEL ORTIZ AVE	SFR	1.00	217.32	173.02
054-559-007-000	1402 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-008-000	1426 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-009-000	1450 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-010-000	1474 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-011-000	1498 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-012-000	1499 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-013-000	1475 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-014-000	1451 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-015-000	1427 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-016-000	1403 RIVERVIEW AVE	SFR	1.00	217.32	173.02
054-559-017-000	1402 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-018-000	1426 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-019-000	1450 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-020-000	1474 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-021-000	1498 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-022-000	1499 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-023-000	1475 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-024-000	1451 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-025-000	1427 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-026-000	1403 FIELDVIEW AVE	SFR	1.00	217.32	173.02
054-559-027-000	1402 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-028-000	1426 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-029-000	1450 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-030-000	1474 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-031-000	1498 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-032-000	1499 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-033-000	1473 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-034-000	1451 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-035-000	1427 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-559-036-000	1403 MEADOWVIEW AVE	SFR	1.00	217.32	173.02
054-561-001-000	1498 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-561-002-000	1478 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-561-003-000	1462 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-561-004-000	1442 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-561-005-000	1422 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-561-006-000	1402 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-001-000	1398 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-002-000	1382 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-003-000	1364 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-004-000	1350 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-005-000	1334 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-006-000	1318 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-007-000	1302 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-008-000	1298 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-009-000	1282 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-010-000	1264 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-011-000	1250 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-012-000	1234 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-562-013-000	1218 VALLEYVIEW AVE	SFR	1.00	217.32	173.02

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-562-014-000	1202 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-001-000	1198 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-002-000	1178 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-003-000	1160 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-004-000	1140 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-005-000	1122 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-006-000	1102 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-007-000	1098 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-008-000	1078 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-009-000	1060 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-010-000	1040 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-011-000	1022 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-563-012-000	1002 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-001-000	998 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-002-000	956 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-003-000	902 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-004-000	898 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-005-000	866 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-006-000	834 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-564-007-000	802 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-001-000	1199 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-002-000	1179 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-003-000	1161 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-004-000	1141 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-005-000	1123 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-006-000	1103 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-007-000	1099 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-008-000	1079 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-009-000	1061 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-010-000	1041 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-011-000	1023 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-012-000	1003 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-565-013-000	1002 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-014-000	1022 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-015-000	1040 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-016-000	1060 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-017-000	1078 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-018-000	1098 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-019-000	2256 S MARINA DR	SFR	1.00	217.32	173.02
054-565-020-000	1122 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-021-000	1140 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-022-000	1160 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-023-000	1178 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-565-024-000	1198 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-001-000	1199 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-002-000	1179 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-003-000	1161 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-004-000	1141 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-005-000	1123 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-006-000	1103 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-007-000	1099 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-008-000	1079 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-009-000	1061 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-010-000	1041 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-011-000	1023 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-566-012-000	1003 SKYVIEW AVE	SFR	1.00	217.32	173.02

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-567-001-000	999 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-002-000	957 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-003-000	903 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-004-000	899 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-005-000	867 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-006-000	835 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-007-000	803 VALLEYVIEW AVE	SFR	1.00	217.32	173.02
054-567-008-000	998 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-009-000	956 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-010-000	902 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-011-000	898 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-012-000	856 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-013-000	802 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-014-000	803 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-015-000	857 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-016-000	899 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-017-000	903 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-018-000	957 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-019-000	999 SKYVIEW AVE	SFR	1.00	217.32	173.02
054-567-020-000	998 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-021-000	936 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-022-000	902 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-023-000	898 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-024-000	856 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-025-000	802 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-026-000	803 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-027-000	857 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-028-000	897 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-029-000	903 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-030-000	957 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-567-031-000	999 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-001-000	1198 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-002-000	1178 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-003-000	1160 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-004-000	1140 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-005-000	1122 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-006-000	1102 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-007-000	1098 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-008-000	1078 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-009-000	1060 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-010-000	1040 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-011-000	1022 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-591-012-000	1002 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-001-000	1199 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-002-000	1179 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-003-000	1161 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-004-000	1141 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-005-000	1123 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-006-000	1103 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-007-000	1099 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-008-000	1079 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-009-000	1061 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-010-000	1041 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-011-000	1023 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-012-000	1003 MOUNTAINVIEW AVE	SFR	1.00	217.32	173.02
054-592-013-000	1002 DESERTVIEW AVE	SFR	1.00	217.32	173.02

**City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-592-014-000	1022 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-015-000	1040 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-016-000	1060 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-017-000	1078 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-018-000	1098 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-019-000	1102 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-020-000	1122 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-021-000	1140 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-022-000	1160 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-023-000	1178 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-592-024-000	1198 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-001-000	998 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-002-000	956 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-003-000	902 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-004-000	898 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-005-000	856 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-006-000	802 DESERTVIEW AVE	SFR	1.00	217.32	173.02
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054-593-012-000	999 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-593-013-000	998 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-593-014-000	956 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-593-015-000	902 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-593-016-000	898 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-593-017-000	866 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-593-018-000	834 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-593-019-000	802 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-594-001-000	1199 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-594-002-000	1179 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-594-003-000	1161 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-594-004-000	1141 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-594-005-000	1123 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-594-006-000	1103 DESERTVIEW AVE	SFR	1.00	217.32	173.02
054-594-007-000	1099 DESERTVIEW AVE	SFR	1.00	217.32	173.02
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054-594-022-000	1160 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-594-023-000	1178 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-594-024-000	1198 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-595-001-000	1199 PALMVIEW AVE	SFR	1.00	217.32	173.02
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City of El Centro
Buena Vista Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
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054-595-005-000	1123 PALMVIEW AVE	SFR	1.00	217.32	173.02
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054-595-015-000	903 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-595-016-000	899 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-595-017-000	867 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-595-018-000	835 PALMVIEW AVE	SFR	1.00	217.32	173.02
054-595-019-000	803 PALMVIEW AVE	SFR	1.00	217.32	173.02
Total				\$101,053.94	\$80,454.30
Total Parcels					465

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, APPROVING THE ENGINEER'S REPORT REGARDING BUENA VISTA LANDSCAPING AND LIGHTING DISTRICT; AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (hereinafter referred to as "City Council") did by previous resolution order the Engineer to prepare and file a report in connection with Buena Vista Landscaping and Lighting District (hereafter referred to as the "District") and the proposed levy and collection of assessments related thereto for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the "Act") and the provisions of the California Constitution Article XIID; and

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collect the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of El Centro a report prepared in accordance with Article 4 of Chapter 1 of the Act and the City Clerk has presented to the City Council such report entitled "Engineer's Report for the Buena Vista Landscaping and Lighting District, Fiscal Year 2025-2026" (hereafter referred to as the "Report") as prescribed by Chapter 3, Section 22623 of said Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits to be received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City Council now desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining and servicing landscaping and street lighting improvements and appurtenant facilities located within the District, and for which assessed properties receive special benefit; and

WHEREAS, the City Council following notice duly given, has held a duly noticed full and fair public hearing on June 3, 2025, regarding the District, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

NOW, THEREFORE, the City Council of the City of El Centro, California, does hereby resolve as follows:

1. That the preceding recitals are true and correct.

2. That the Report is hereby approved (as submitted or amended by direction of this City Council), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection,
3. The City Council hereby finds and determines that:
 - i) the land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and,
 - ii) the District includes all of the lands so specifically benefited; and
 - iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the fiscal year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.
4. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act.
5. The City Council hereby orders the proposed improvements to be made, which includes but are not limited to all landscaping material and facilities within the District. These improvements include by way of example turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments.
6. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with public street lighting within the residential subdivisions; and public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the developments and other public areas associated or necessary for development of properties within the District.
7. The City Clerk, or her designee, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to the Act.
8. That the County Auditor for the County of Imperial shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
9. The City Treasurer shall deposit the money representing assessments collected by the County for the District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in this Resolution.
10. The adoption of this Resolution is effective immediately and constitutes the District's levy for the fiscal year commencing July 1, 2025, and ending June 30, 2026.
11. That the City Clerk shall certify to the passage and adoption of this resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-176)

Item: 8.

Meeting: 6/3/2025 3:30 PM

Department: Finance

Category: Resolution

Prepared by: Elizabeth Fuchen, Interim

Finance Director

Department Head: Elizabeth Fuchen

DOC ID: 2025-176

Approve the Engineer's Report regarding Legacy Ranch L&LD and the Levy and Collection of Assessments.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

FISCAL IMPACT:

The City will receive approximately \$61,375 to maintain the Landscaping and Lighting needs of the District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

On an annual basis, the Legacy Ranch Landscaping and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. The City is currently maintaining the improvements in the District.

CONCLUSION:

Adopt Resolution No 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

ATTACHMENTS:

1. FY2526 El Centro Legacy Ranch LLD Engineer's Report_PH
2. RESO - LEGACY



City of El Centro

Legacy Ranch Landscaping and Lighting District

2025/2026 ENGINEER'S REPORT

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Legacy Ranch Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Legacy Ranch

City of El Centro, County of Imperial, State of California

This Report identifies the parcels within Legacy Ranch Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 7th day of May, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: Michelle Laase
Michelle Laase
Project Manager, District Administration Services

By: Tyrone Peter
Tyrone Peter
P.E. # C 81888



PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

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I. EXECUTIVE SUMMARY

A. INTRODUCTION

The City of El Centro (“City”) created the Legacy Ranch Landscaping and Lighting District (“District”) in order to provide for the ongoing maintenance, operation and servicing of park, certain perimeter landscaping, off-site landscaping improvements, and street lighting improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements are funded. The District was formed in 2007 and annual assessments are levied pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (“1972 Act”) and in compliance with the substantive and procedural requirements of the “California State Constitution” Article XIID (“Article XIID”).

This Engineer’s Annual Levy Report (“Report”) describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District, boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this report by reference.

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

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District consists of all lots, parcels and subdivisions of land located in the development area described below:

- Legacy Ranch: The District encompasses an area of land of approximately thirty-seven acres (37 acres) in size. It is bordered on the east side by Farnsworth Road and on the west side by Third Street and is located between W. Dannenberg Road to the north and W. McCabe Road to the south.

The District includes:

- 143 single-family residential lots, and
 - A 1.5-acre community park which is located wholly within the residential subdivision of the District and is to be dedicated to the City. The park is adjacent to and south of Charles Elmore Drive and is surrounded by residential lots of the District on its three other sides.
- The location and borders of the District can be seen in Part V of this Report.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of park, landscaping, and lighting improvements established or installed in connection with development of properties within the District. The improvements to be maintained and funded through the District assessments are generally described as:

Park Maintenance

- Park landscaping including trees, vegetation, irrigation systems and hardscape improvements located within the park which is to be dedicated to the City for maintenance;
- Grass field for open play;
- Playground equipment including a tot lot with a shade structure;
- Pavilion for picnic area;
- Covered picnic area with picnic tables;
- Furnishings including a water fountain, benches and trash receptacles;
- Security lighting throughout the park;
- Approximately 49,000 square feet of turf grass including a grass field of approximately 35,000 square feet inside of the park walk and 15,000 square feet outside of the park walk for open play;
- Trees of assorted varieties of approximately 24" box size;
- Ornamental shrubs of approximately 5-gallon size;
- Ornamental vines of approximately 5-gallon size;
- Meandering concrete park walks along the perimeter of the park including concrete under pavilions, benches and memorial plaza;
- Concrete mow curbs;
- A memorial park monument sign with a plaque on the north side of the park; and a flagpole;
- Water fountains;
- Park benches;
- Trash receptacles; and
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

All parcels within the District are served by the park and can utilize the open entrance areas from Charles Elmore Drive.

Landscape Improvements

The landscaping improvements may include, but are not limited to, all landscaping material and facilities that benefit the properties within the District. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, entryway monuments, and associated appurtenant facilities located within the street right-of-ways and public areas including streetscape areas surrounding the development and at an off-site improvements location (retention basin) on the northeast corner of the Countryside North development. The following is a description of the landscape improvements:

- Perimeter landscape improvements along Farnsworth Lane frontage, consisting of trees no less than 24" box in size; planting areas of assorted shrubs, vines and groundcover of approximately 12,000 square feet, and turf of approximately 48,000 square feet. These improvements include those associated with landscaping for an Imperial Irrigation District

easement located alongside Farnsworth Lane, on the eastern boundary of the development.

- Perimeter landscape improvements along Third Street frontage, consisting of trees no less than 24" box in size; planting areas of assorted shrubs, vines and groundcover of approximately 12,000 square feet; and turf of approximately 4,000 square feet.
- Perimeter landscape improvements along Valor Lane close to the main entry into the development, consisting of trees and planting areas of assorted shrubs, vines and groundcover of approximately 2,000 square feet.
- Off-site landscape maintenance for the 5,600 of retention basin landscaping that the development benefits from includes but is not limited to trash removal, weed clearing and other necessary landscape maintenance within the basin.

Public Street Lighting Improvements

The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with and located within the street right-of-ways and public areas surrounding the development:

- All public street lighting within the residential subdivision; which includes approximately 30 street-lights, including one close to the northwest corner of the park.
- Security lighting throughout the park.
- Public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the District.

III. METHOD OF APPORTIONMENT

A. GENERAL

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

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

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

In addition, pursuant to the Constitution, Article XIID, Section 4, a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits may be assessed.

B. PROPOSITION 218 BENEFIT ANALYSIS

The costs of the improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District, for which the property owners and residents have expressed a high level of support.

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing Legacy Ranch District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by the District will be used solely for such purposes.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2i defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel’s proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C. SPECIAL BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the Constitution and 1972 Act. The improvements associated with this District have been identified as necessary, required and/or desired for

the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the maintenance and operation of the improvements are of direct and special benefit to the properties.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with all landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area and properties;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced quality of life through well-maintained parks and landscaped areas;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal act and damage to improvements or property; and

- Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Although the improvements include public easements, right-of-ways, streets and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

D. ASSESSMENT METHODOLOGY

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned within the District. The development is a Single-Family Residential development and it has been determined that all residential parcels benefit equally from the improvements.

Equivalent Benefit Units:

To assess benefits equitably, it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). All other land uses are converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning special benefits is typically seen as an appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

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

Multi-Family Residential: This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.0 EBU per dwelling unit.

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

Vacant Single-Family Residential: This land use is defined as property currently zoned for single-family detached residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Multi-Family Residential: This land use is defined as property currently zoned for multi-family residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Commercial: This land use is defined as property currently zoned for commercial use, but not specifically identified as commercial property. This land use is assessed at 1.0 EBU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EBU. Parcels over 50 acres are assigned a maximum of 50 EBU.

Developed Commercial: This land use is defined as property developed for either commercial or industrial use. This land use type is assessed at 4.0 EBU per gross acre. Parcels less than 0.25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Commercial Property.

Recreational or Limited Commercial Use: This land use is defined as property used for recreational or commercial use that is not part of the improvements provided by the District. This land use classification may include, but is not limited to, golf courses, commercial parking lots or commercial properties where less than ten percent of the total acreage has been developed. This land use is assessed at 2.0 EBU per acre. Similar to Commercial properties, there is no maximum acreage cap for this land use but parcels less than 0.5 acres are assigned a minimum 1.0 EBU.

Exempt Parcels: This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

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

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Unit	Multiplier
Single-Family Residential	SFR	1.0	Lot/Parcel
Multi-Family Residential	MFR	1.0	Dwelling Unit
Planned Residential Development	PRD	1.0	Planned Residential Lot or Dwelling Unit
Vacant Single-Family Residential	SFV	0.5	Parcel
Vacant Multi-Family Residential	MFV	0.5	Parcel
Vacant Commercial	CMV	1.0	Acreage
Developed Commercial	COM	4.0	Acreage
Recreational or Limited Commercial Use	REC	2.0	Acreage
Exempt	XMT	0.0	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the improvements. The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acres/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An assessment amount per EBU (Rate) for each improvement is established by taking the total cost of the improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the improvement. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

E. ASSESSMENT RANGE FORMULA

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

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners is required pursuant to the Constitution Article XIID Section 4. The property owner ballots include an Assessment to be approved, as well as the approval of an assessment range formula.

The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the percentage increase in the local Consumer Price Index (CPI) in the San Diego-Carlsbad area for All Urban Consumers from January to January. For Fiscal Year 2025/2026, the percentage increase of the local CPI is 3.81%.

Beginning in the second fiscal year of the District (Fiscal Year 2008/2009) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

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

DIRECT COSTS:

Landscaping Maintenance Costs/Labor — Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Landscaping Supplies— Includes all, materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material etc.), and equipment, (e.g. communication, small tools, rentals, machinery etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

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

Miscellaneous Expenses — This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also, included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

ADMINISTRATION COSTS:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

Professional Fees for Administration — This budget item includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

County Per Parcel Fee — This is the cost to the District for the County to collect assessments on the property tax bills.

LEVY ADJUSTMENTS:

Reserve Fund Collection/(Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Interest Credit – This amount is the interest earnings for the District.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660*, provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Contribution) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

General Fund Loan Repayment/(Advances) — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These

loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS:

Total Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

Total Equivalent Benefit Units — The typical single-family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

Applied Levy per EBU — This amount represents the assessment rate being applied to each parcel. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

B. PROPOSED BUDGET FISCAL YEAR 2025/2026

City of El Centro	
Legacy Ranch Landscaping and Lighting Assessment	
Fiscal Year 2025/2026	
Fund Number: 92310	
Levy Components	Special Benefit
DIRECT COSTS	
Landscaping Maintenance Costs/Labor	\$35,626
Landscaping Supplies	4,000
Utilities: Water	7,800
Utilities: Electricity	3,500
Miscellaneous Expenses	3,000
Parks & Recreation Equipment	0
Subtotal Direct Costs	\$53,926
ADMINISTRATION COSTS	
District Administration	\$3,500
Professional Fees for Administration	3,952
County Fee	48
Subtotal Administration Costs	\$7,500
TOTAL DIRECT AND ADMINISTRATION COSTS	\$61,426
LEVY ADJUSTMENTS	
Reserve Fund Collection/(Transfer)	\$0
Interest Credit	(50)
Capital Improvement Fund Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
TOTAL LEVY ADJUSTMENTS	(\$50)
BALANCE TO LEVY	\$61,376
DISTRICT STATISTICS	
Total Parcels	146
Total Parcels Levied	143
Total Equivalent Benefit Units	143.00
Applied Levy per EBU	\$429.20
Maximum Assessment per Benefit Unit (Current Fiscal Year)	\$644.41
RESERVE INFORMATION	
Beginning Projected Reserve Balance 07/1/2025	\$10,912
Collection/(Transfer)	0
General Fund Loan Repayment/(Advances)	0
Ending Projected Reserve Balance 06/30/2026	\$10,912

C. HISTORICAL RATES

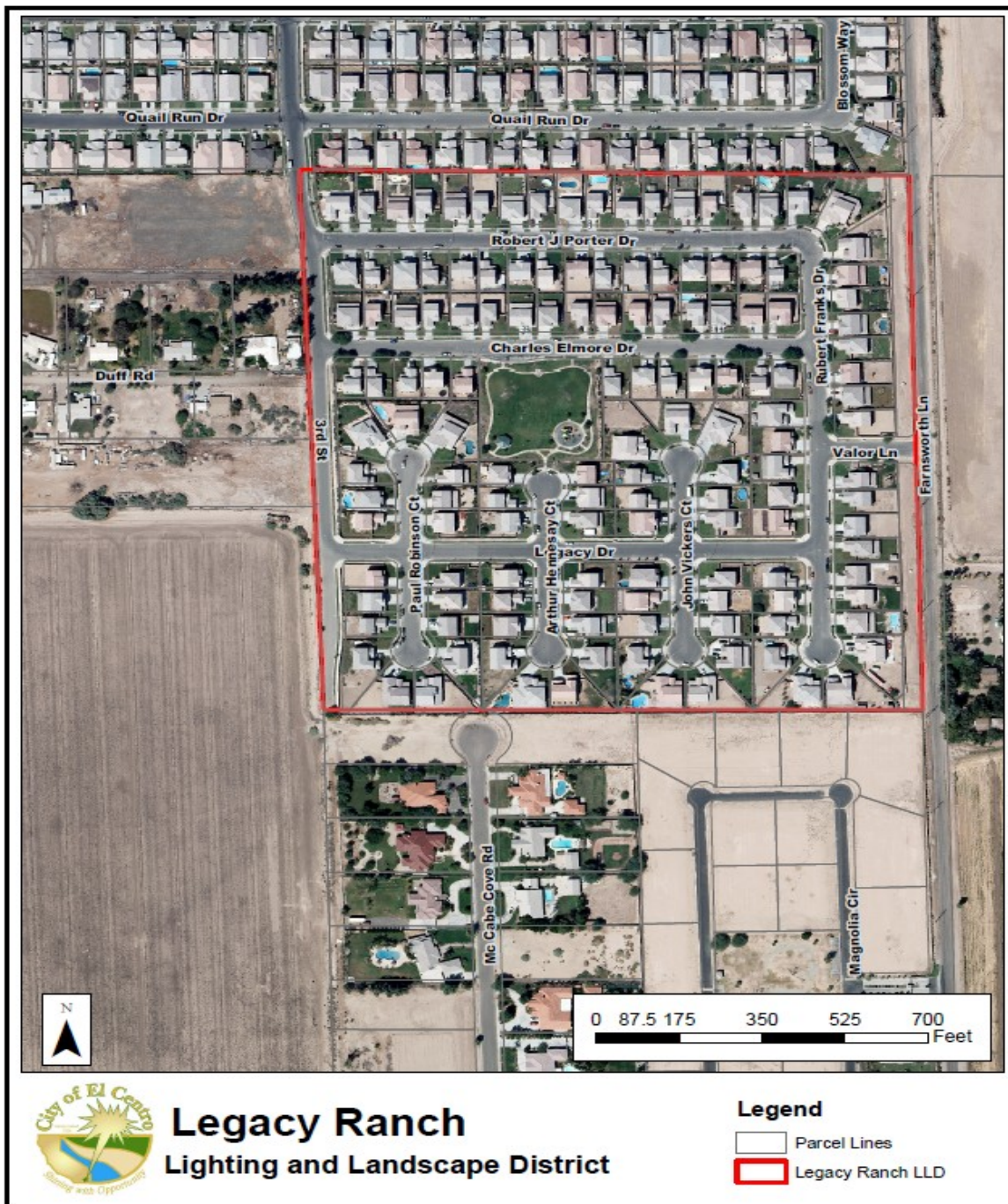
Fiscal Year	CPI	Applied Rate	Max Rate
2007/08	N/A	\$391.16	\$392.00
2008/09	2.29%	\$400.97	\$400.97
2009/10	3.85%	\$416.42	\$416.43
2010/11	0.00%	\$416.42	\$416.43
2011/12	1.32%	\$416.42	\$421.92
2012/13	3.03%	\$354.55	\$434.71
2013/14	1.60%	\$50.00	\$441.68
2014/15	1.31%	\$50.00	\$447.45
2015/16	1.85%	\$50.00	\$455.74
2016/17	1.62%	\$50.00	\$463.12
2017/18	1.97%	\$50.00	\$472.22
2018/19	3.01%	\$49.83	\$486.46
2019/20	2.58%	\$49.83	\$498.99
2020/21	2.30%	\$173.36	\$510.47
2021/22	1.69%	\$173.26	\$519.11
2022/23	8.22%	\$259.88	\$561.80
2023/24	6.45%	\$350.84	\$598.01
2024/25	3.80%	\$473.63	\$620.73
2025/26	3.81%	\$429.20	\$644.41

D. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

V. DISTRICT DIAGRAM

The Diagram for the Legacy Ranch Landscaping and Lighting District is on file with the City Clerk and by reference herein is made part of this Report. The parcels within the Legacy Ranch Landscaping and Lighting District consist of all lots, parcels and subdivisions of land shown on the Imperial Assessor's parcel maps. The lines and dimensions shown on the County Assessor Parcel maps for the current year are incorporated by reference herein and made part of this Report.



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the current assessor parcels to be assessed within this District along with the assessment amounts is provided in the Assessment Roll on file at the Office of the City Clerk.

City of El Centro
Legacy Ranch Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-671-001-000	298 ROBERT J PORTER DR	SFR	1.00	\$644.41	\$429.20
054-671-002-000	286 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-003-000	274 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-004-000	262 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-005-000	250 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-006-000	238 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-007-000	226 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-008-000	214 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-009-000	202 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-010-000	198 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-011-000	186 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-012-000	174 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-013-000	162 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-014-000	150 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-015-000	138 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-016-000	126 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-017-000	114 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-018-000	102 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-671-019-000	3801 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-020-000	3813 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-021-000	3827 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-022-000	3841 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-023-000	3853 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-024-000	3865 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-025-000	3877 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-671-026-000	3889 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-672-001-000	297 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-002-000	285 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-003-000	273 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-004-000	261 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-005-000	249 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-006-000	237 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-007-000	225 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-008-000	213 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-009-000	201 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-010-000	197 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-011-000	185 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-012-000	173 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-013-000	161 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-014-000	149 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-015-000	137 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-016-000	125 ROBERT J PORTER DR	SFR	1.00	644.41	429.20
054-672-017-000	126 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-018-000	138 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-019-000	150 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-020-000	162 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-021-000	174 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-022-000	186 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-023-000	198 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-024-000	202 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-025-000	214 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-026-000	226 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-027-000	238 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-028-000	250 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-029-000	262 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-030-000	274 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-672-031-000	286 CHARLES ELMORE DR	SFR	1.00	644.41	429.20

City of El Centro
Legacy Ranch Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-672-032-000	298 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-001-000	297 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-002-000	285 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-003-000	273 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-004-000	261 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-005-000	249 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-007-000	197 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-008-000	185 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-009-000	173 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-010-000	161 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-011-000	149 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-012-000	137 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-013-000	125 CHARLES ELMORE DR	SFR	1.00	644.41	429.20
054-673-014-000	3900 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-673-015-000	3912 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-673-016-000	3924 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-673-017-000	3936 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-673-018-000	3948 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-673-019-000	3947 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-020-000	3935 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-021-000	3923 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-022-000	3911 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-023-000	3900 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-024-000	3912 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-025-000	3924 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-026-000	3936 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-027-000	3948 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-673-028-000	3947 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-673-029-000	3935 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-673-030-000	3923 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-673-031-000	3924 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-673-032-000	3936 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-673-033-000	3948 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-673-034-000	3947 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-035-000	3935 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-036-000	3923 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-037-000	3911 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-038-000	3900 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-039-000	3912 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-040-000	3924 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-041-000	3936 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-673-042-000	3948 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-001-000	3952 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-002-000	3964 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-003-000	3976 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-004-000	3988 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-005-000	3998 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-006-000	3999 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-007-000	3989 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-008-000	3977 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-009-000	3965 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-010-000	3953 PAUL ROBINSON CT	SFR	1.00	644.41	429.20
054-674-011-000	3952 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-012-000	3964 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-013-000	3976 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-014-000	3988 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-015-000	3998 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20

**City of El Centro
Legacy Ranch Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Land Use	EBU	Max Assessment	Charge
054-674-016-000	3999 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-017-000	3989 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-018-000	3977 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-019-000	3965 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-020-000	3953 ARTHUR HENNESAY CT	SFR	1.00	644.41	429.20
054-674-021-000	3952 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-022-000	3964 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-023-000	3976 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-024-000	3988 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-025-000	3998 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-026-000	3999 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-027-000	3989 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-028-000	3977 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-029-000	3965 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-030-000	3953 JOHN VICKERS CT	SFR	1.00	644.41	429.20
054-674-031-000	3952 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-032-000	3964 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-033-000	3976 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-034-000	3988 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-035-000	3998 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-038-000	3977 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-039-000	3965 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-040-000	3953 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-041-000	3941 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-042-000	3927 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-043-000	3913 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-044-000	3901 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-046-000	3999 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
054-674-047-000	3989 RUBERT FRANKS DR	SFR	1.00	644.41	429.20
Total			143.00	\$92,150.19	\$61,375.60
Total Parcels					143

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LEGACY RANCH LANDSCAPING AND LIGHTING DISTRICT; AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (hereinafter referred to as "City Council") did by previous Resolution order the Engineer to prepare and file a report in connection with Legacy Ranch Landscaping and Lighting District (hereafter referred to as the "District") and the proposed levy and collection of assessments related thereto for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the "Act") and the provisions of the California Constitution Article XIID; and

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collect the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of El Centro a report prepared in accordance with Article 4 of Chapter 1 and of the Act and the City Clerk has presented to the City Council such report entitled "Engineer's Report for the Legacy Ranch Landscaping and Lighting District, Fiscal Year 2025-2026" (hereafter referred to as the "Report") as prescribed by Chapter 3, Section 22623 of Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits to be received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City Council now desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining and servicing landscaping and street lighting improvements and appurtenant facilities located within the District, and for which assessed properties receive special benefit; and

WHEREAS, the City Council following notice duly given, has held a duly noticed, full and fair Public Hearing on June 3, 2025, regarding the District, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

NOW, THEREFORE, the City Council of the City of El Centro, California, does hereby resolve as follows:

1. That the preceding recitals are true and correct.
2. That the Report is hereby approved (as submitted or amended by direction of this City Council) and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

3. The City Council hereby finds and determines that:
 - i) the land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and
 - ii) the District includes all of the lands so specifically benefited; and
 - iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the fiscal year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.
4. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act.
5. The City Council hereby orders the proposed improvements to be made, which include but are not limited to: all landscaping material and facilities within the District. These improvements include by way of example turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments.
6. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with public street lighting within the residential subdivisions; and public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the developments and other public areas associated or necessary for development of properties within the District.
7. The City Clerk, or her designee, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to the Act.
8. That the County Auditor for the County of Imperial shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
9. The City Treasurer shall deposit the money representing assessments collected by the County for the District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in this Resolution.
10. The adoption of this Resolution is effective immediately and constitutes the District's levy for the fiscal year commencing July 1, 2025, and ending June 30, 2025.
11. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25 - _____ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-177)

Item: 9.

Meeting: 6/3/2025 3:30 PM

Department: Finance

Category: Resolution

Prepared by: Elizabeth Fuchen, Interim

Finance Director

Department Head: Elizabeth Fuchen

DOC ID: 2025-177

Approve the Engineer's Report regarding Town Center L&LD and the Levy and Collection of Assessments.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

FISCAL IMPACT:

The City will receive approximately \$36,297 to maintain the Landscaping and Lighting fees of the District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

On an annual basis, the El Centro Town Center Landscaping and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. The City is currently maintaining the improvements in the District.

CONCLUSION:

Adopt Resolution No. 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING THE EL CENTRO TOWN CENTER LANDSCAPING AND LIGHTING DISTRICT AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

ATTACHMENTS:

1. FY2526 El Centro Town Center LLD Engineer's Report_PH
2. RESO - TOWN CENTER



City of El Centro

Town Center Landscaping and Lighting District

2025/2026 ENGINEER'S REPORT

Intent Meeting: May 6, 2025

Public Hearing: June 3, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Town Center Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Town Center

City of El Centro County of Imperial, State of California

This Report identifies the parcels within the Town Center Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 7th day of May, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: _____

Michelle Laase

Michelle Laase
Project Manager, District Administration Services

By: _____

Tyrone Peter

Tyrone Peter
P.E. # C 81888



PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles CMC
City Clerk
City of El Centro

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I. EXECUTIVE SUMMARY

A. INTRODUCTION

Pursuant to the provisions of the *Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (the “1972 Act”), and in compliance with the substantive and procedural requirements of *Article XIII D of the California State Constitution* (the “California Constitution”), the City Council of the City of El Centro, County of Imperial, State of California (the “City”), formed a special benefit assessment district designated as:

Town Center Landscaping and Lighting District

(the “District”), which includes all lots and parcels of land that will receive special benefits from the maintenance, servicing and operation of landscaping and lighting improvements associated with, constructed, and installed in connection with the development of the area known as Town Center. The District was formed in 2016 and annual assessments are levied pursuant to the 1972 Act and in compliance with the California Constitution.

This Engineer’s Annual Levy Report (“Report”) describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District, boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this report by reference.

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

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of the lots and parcels of land within the City of El Centro that are part of the development and planned development of the non-residential, multi-family residential and/or mixed use properties in the area of the City known as Town Center, located east of State Highway 86 (Imperial Avenue), west of 8th Street, north of Bradshaw Avenue and generally south of Treshill Road.

The District boundary and the territory therein is comprised of thirty-four (34) parcels currently identified on the Imperial County Assessor's Parcel Number (APN) Maps as Book 044, Page 62, Parcels 008, 009, 017, 018, 020, 022, 023, 026, 027, 031, 037 through 041, 044, 046 through 048, 050, 052 through 062, 064 through 066. These parcels total approximately one-hundred and thirty-eight (138) acres, but within this territory, parcels 044-620-044 and 044-620-052 are considered exempt from assessment as they incorporate an easement and the Town Center detention basin. Specifically:

- Parcel 044-620-044 is identified as an easement property located along the northern boundary of the District extending between Imperial Avenue and 12th Street. Although part of the Town Center development area and thus included in the District, this parcel cannot be developed independently if at all and therefore does not receive special benefit from the improvements and is exempt from assessment. Identified as Assessment Number 27 on the District Diagram contained in Part V of this Report;
- Parcel 044-620-052 (12.39 acres) incorporates the Town Center detention basin and therefore does not receive special benefit from the improvements and is exempt from assessment. Identified as Assessment Number 26 on the District Diagram contained in Part V of this Report;

Within the boundaries of the District, parcels have been identified and grouped into one of four designated benefit zones ("Zones") based on the special benefits properties will receive from various District improvements to be maintained. A brief description of each Zone is provided later in this report under the "Zones of Benefit" heading. The District Diagrams, contained in Part V of this Report, provides a visual representation of the Zone boundaries showing the exterior boundaries of the District and Zones.

B. IMPROVEMENTS AND SERVICES

The purpose of the District is to provide funding for the continued maintenance, operation and servicing of the lighting and landscaping improvements that are in proximity to and provide a particular and distinct benefit (special benefit) to the properties and developments within the District. The specific plans, specifications and detailed drawings of the improvements within the District are not bound in this Report but are on file in the City's Public Works Department and by reference are incorporated and made a part of this Report. As authorized by the 1972 Act, the improvements, services and expenses to be funded by the District assessments include, but are not limited to the furnishing of labor, materials, equipment, and utilities for the ordinary and usual maintenance, operation, and servicing of the streetlights, landscaping and related facilities within the public rights-of-way and/or easements dedicated to the City for maintenance purposes.

Street Lighting

The streetlights to be funded by the District are local streetlights located within the District and these streetlights are categorized as either:

- **District-wide (Shared) Street Light Improvements**, which are located on the main access streets within and adjacent to the District. These streetlights are located on both sides of Cruickshank Drive, the north side of Bradshaw Avenue, and the west side of 8th Street, and may include any future streetlights installed on these streets. These improvements are proportionately shared by all parcels within the District.
- **Zone-Specific Street Light Improvements**, which includes street lighting on 12th Street, which benefits only those parcels that are accessed directly from 12th Street and/or are adjacent to the street. These streetlights are located on both sides of 12th Street and provide proportional special benefit to only specific properties within the District and these parcels are grouped into a Zone that reflects their difference in benefit from other District parcels. Similarly, street lighting on 10th Street benefits only those parcels that are accessed directly from 10th Street and/or are adjacent to the street. These streetlights are currently being installed and will be located on both sides of 10th Street and provide proportional special benefit to only specific properties within the District. Parcels that receive special benefits from these lights are grouped into one of two Zones that reflects their difference in benefit from other District parcels.

The maintenance, operation, and servicing of the District lighting improvements generally include the furnishing of labor, materials, equipment and electricity for the ordinary and usual maintenance, operation, and servicing of streetlights within the public rights-of-way and easements dedicated to the City. These activities may include, but are not limited to:

- Furnishing of electric current or other illuminating agent.
- Maintenance, repair, and replacement of light poles and fixtures, including changing light bulbs, painting, photoelectric cell repair or replacement, and repairing damage cause by accidents, vandalism, time, and weather.
- Electrical conduit and pull-box repair and replacement due to damage by construction and weather.
- Monitoring of the Underground Service Alert (USA) network, identification of proposed excavation in the vicinity of lighting electrical conduits and marking the location of those underground conduits in the field to prevent damage by excavation.
- Service, maintenance, repair, and replacement including replacing worn out electrical components and repairing damage due to accidents, vandalism, and weather.
- Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including but not limited to lighting fixtures, poles, meters, conduits, electrical cable and relocation of street light facilities as necessary including the purchase and installation of related equipment and facilities.

Landscaping Improvements

The landscaping to be funded by the District are local landscape improvement areas located within the District and these landscape improvements are categorized as either:

- **District-wide Shared Landscape Improvements**, include the landscaping and appurtenant amenities surrounding the detention basin located in the northeast portion of the District. Water run-off from each parcel within the District flows into this detention basin and while the drainage and flood control related maintenance and servicing of this basin is funded by other revenue sources and not part of this District's budget or assessments the landscaping and appurtenant amenities (fencing) that surround the detention basin benefit and are proportionately shared by all parcels within the District.
- **Zone-Specific Landscape Improvements**, include the landscape improvements within the public right-of-ways adjacent to the Town Village Apartments which include the parkway areas between the curb and sidewalk on the north side of Bradshaw Avenue, the west side of 10th Street, and the south side of Cruickshank Drive; and the parkway returns located behind the sidewalks at the entryway/driveway areas to the development. These landscape areas are more specifically described as:
 - The parkway area between the curb and sidewalk on the south side of Cruickshank Drive between the western boundary of the Town Village Apartments and 10th Street. Approximately 1,525 square feet of landscaped area with 16 trees;
 - The parkway area between the curb and sidewalk on the west side of 10th St between Cruickshank Drive and Bradshaw Avenue. Approximately 3,175 square feet of landscaped area with 31 trees;
 - The parkway areas located behind the sidewalk on the west side of 10th St at the two entryway/driveway locations for the Town Village Apartments (4 corner returns). Approximately 720 square feet of landscaped area; and
 - The parkway area between the curb and sidewalk on the north side of Bradshaw Avenue between 10th Street and the western boundary of the Town Village Apartments. Approximately 1,600 square feet of landscaped area with 16 trees.

The landscape improvements to be maintained within the District (both District-wide or Zone-Specific) are considered local landscaping improvements installed in connection with the development or planned development of properties in the District and respective Zones. These landscaping improvements are an integral part of the subdivisions and development for which they were installed, creating a green amenity and aesthetically pleasing enhancement to the parcels served by the landscaping. Generally, the Zone-Specific landscaping improvements are a condition of development of the parcels in that respective Zone, and the properties within the Zone would not be developed or would not have been developed if the landscaping were not included.

The maintenance, operation, and servicing of the District landscape improvements include the furnishing of labor, materials, equipment, and utilities for the ordinary and usual maintenance, operation, and servicing of the landscaped areas within the public right-of-ways, easements, and/or public areas dedicated to the City as part of the development of properties within the District.

The various landscape improvements associated with each Zone may include, but are not limited to various types of landscape amenities such as turf, ground cover, plants, shrubs, trees, and associated appurtenant facilities including, but not limited to irrigation and drainage systems, various types of groundcover, concrete paths or sidewalks, and fencing that may be maintained in whole or in part as part of the landscape improvements depending on available funding.

C. ZONES OF BENEFIT

In accordance with Chapter 1, Article 4, Section 22574 of the 1972 Act, this District utilizes Zones to address variations in the nature, location, and extent of the lighting and landscape improvements that provide special benefits to parcels in the District. Within the boundaries of the District, parcels are assigned to one of four benefit zones based on the improvements (District-wide shared improvements and/or Zone-Specific improvements) that provide special benefit to that property.

These Zones identify specific parcels and developments that receive special benefits from the maintenance, operation, and servicing of various District improvements. Each Zone reflects the improvements (street lighting and/or landscaping) associated with the parcels in that Zone in order to fairly and equitably apportion the net cost of providing those improvements to the properties that receive special benefits from the maintenance and operation of such improvements. By establishing and utilizing a Zone structure, similar properties with similar types of improvements will be assessed a proportional amount for the total annual expenses related to the maintenance, operation and servicing of the various improvements provided by the District and for which the properties receive special benefits. As development of properties continues to occur within the District and new improvements are installed, additional Zones may be created in the District and/or parcels may be reassigned to another Zone (balloted for a new or increased assessment) based on the benefits received from those new improvements.

The following is a brief description and summary of the Zones within the District. A visual depiction of the Zone boundaries is provided on the District Diagram provided in Part V of this Report.

Zone 01

Zone 01 is generally located in the western half of the District and at formation was comprised of twenty parcels including parcels 008, 009, 016, 017, 018, 020, 022, 023, 026 through 036, and 044 of Book 044 page 62 of the Imperial County Assessor's Parcel Maps.

Like the other parcels in the District, the parcels in Zone 01 are accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the parcels in Zone 01 proportionately benefit from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, these parcels along with the other parcels in the District are served by the detention basin located in the northeastern section of the District, which was necessary to address the water run-off from each parcel within the District and clearly required for the development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including those parcels in Zone 01.

Zone 02

Zone 02 is generally located in the northeastern portion of the District (north of Cruickshank Drive) and is comprised of seven parcels including parcels 037 through 041, 052, and 053 of Book 044 page 62 of the Imperial County Assessor's Parcel Maps.

Like the other parcels in the District, the parcels in Zone 02 are accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the parcels in Zone 02 proportionately benefit from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, these parcels along with the other parcels in the District are served by the detention basin, which was necessary to address the water run-off from each parcel within the District and clearly required for the development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including those parcels in Zone 02.

In addition to the District-wide (Shared) Improvements, parcels in Zone 02 also benefit from the street lighting are on 12th Street which is used to access these properties and/or are adjacent to these properties. These streetlights are located on both sides of 12th Street and these lights provide proportional special benefit to only the adjacent parcels which comprise the Zone 02. While the streetlights on the main access streets in the District serve all parcels in the District the street lighting on 12th Street serve and are directly associated with only the parcels in this Zone and therefore provide special benefit to these parcels.

Zone 03

Zone 03 is generally located in the southeastern portion of the District (south of Cruickshank Drive and east of 10th Street) and at time of formation was comprised of parcels 044-620-049 and 044-620-051 of the Imperial County Assessor's Parcel Maps. They have both since been split into parcels 044-620-056 and 044-620-057. Parcel 044-620-056 has been developed into residential apartments with 180 units, while 044-620-057 is currently undeveloped.

Like the other parcels in the District, the property in Zone 03 is accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the property within Zone 03 proportionately benefits from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, this property along with the other parcels in the District is served by the detention basin, which was necessary to address the water run-off from each parcel within the District and clearly required for the

development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including the property/parcels in Zone 03.

In addition to the District-wide (Shared) Improvements, property in Zone 03 will also benefit from the street lighting being installed on 10th Street which is used to access the property and/or is adjacent to the property. These streetlights are being installed on both sides of 10th Street and these lights provide proportional special benefit to only the adjacent properties/parcels which comprise both Zone 03 and Zone 04. While the streetlights on the main access streets in the District serve all parcels in the District the street lighting on 10th Street serve and are directly associated with only the Zone 03 and Zone 04 and therefore provide special benefit to only the property/parcels in these two Zones.

Zone 04

Zone 04 is generally located in the southcentral portion of the District (south of Cruickshank Drive and west of 10th Street) and is comprised of parcels 044-620-046 through 048 and 050 of Book 044 page 62 of the Imperial County Assessor's Parcel Maps.

Like the other parcels in the District, the property in Zone 04 (Town Village Apartments) is accessed directly or indirectly from the streets surrounding the District including Bradshaw Avenue and 8th Street as well as Cruickshank Drive and the street lighting improvements on those streets previously identified as "District-wide (Shared) Street Light Improvements" are an integral part of the development and use of each parcel within the District. Therefore, the property within Zone 04 proportionately benefits from and shall share in the costs to operate and maintain those street lighting improvements. Likewise, this property along with the other parcels in the District is served by the detention basin, which was necessary to address the water run-off from each parcel within the District and clearly required for the development and best use of those properties. Although the drainage and flood control related maintenance and servicing of this basin is not funded or a part of this District's assessments, the landscaping and appurtenant amenities (fencing) that surround the detention basin are. Furthermore, because the installation and construction of this basin was necessary for each property in the District, the related landscape improvements and appurtenant amenities associated with this basin clearly benefit each parcel and the cost to provide these improvements shall be proportionately shared by all parcels within the District as "District-wide (Shared) Landscaping Improvements", including the property/parcels in Zone 04.

In addition to the District-wide (Shared) Improvements, property in Zone 04 will also benefit from the street lighting being installed on 10th Street which is used to access the property and/or is adjacent to the property. These streetlights are being installed on both sides of 10th Street and these lights provide proportional special benefit to only the adjacent properties/parcels which comprise both Zone 03 and Zone 04. While the streetlights on the main access streets in the District serve all parcels in the District the

street lighting on 10th Street serve and are directly associated with only the Zone 03 and Zone 04 and therefore provide special benefit to only the property/parcels in these two Zones.

In addition to the District-wide (Shared) Improvements and the street lighting being installed on 10th Street, Zone 04 also benefits from the landscaping improvements being installed on the perimeter of the Zone (Town Village Apartments) on the west side of 10th Street, the north side of Bradshaw Avenue and the south side of Cruickshank Drive. These landscape improvements to be maintained through the District are being installed specifically in connection with the development and specifically for the Town Village Apartment project and these improvements provide a proportional special benefit to only this adjacent development (properties/parcels) which comprise Zone 04. As previously identified, these landscape areas include:

- The parkway area between the curb and sidewalk on the south side of Cruickshank Drive between the western boundary of the Town Village Apartments and 10th Street;
- The parkway area between the curb and sidewalk on the west side of 10th St between Cruickshank Drive and Bradshaw Avenue;
- The parkway areas located behind the sidewalk on the west side of 10th St at the two entryway/driveway locations for the Town Village Apartments (4 corner returns); and
- The parkway area between the curb and sidewalk on the north side of Bradshaw Avenue between 10th Street and the western boundary of the Town Village Apartments.

III. METHOD OF APPORTIONMENT

A. BENEFIT ANALYSIS

Legislative Authority

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of street lighting and landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

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

Section 22574 provides for zones as follows:

“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the entirety of the capital cost of the local public improvements and the maintenance and operation expenses of such improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIID of the California Constitution (Proposition 218).

Proposition 218 Benefit Analysis

The costs of the proposed improvements for this District have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscaping and lighting improvements and related amenities. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIID Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2i defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Special Benefit

Street Lighting Special Benefit

The street lighting in the District (localized street lighting) is primarily useful for illuminating the sidewalks and parking lanes on the streets used specifically to access the properties and/or is adjacent to those properties that comprise the District. This lighting is distinct from lights that may be installed on major streets, but serve in large part to enhance traffic safety, such as the streetlights and traffic signals on State Highway 86 (Imperial Avenue) which is adjacent to the District. These localized streetlights tend to be more closely spaced and of a lower intensity than streetlights installed primarily for traffic safety such as those found on many major thoroughfares or intersections. These low-level, lower-intensity streetlights within the District provide three main special benefits: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local traffic consisting of employees, patrons, residents and residents' guests, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the properties in the District and that the vehicular traffic in this area is primarily limited to vehicles accessing the District properties rather than pass-through traffic to other properties.

In addition, the streetlights within the District are consistent with the City's typical intensity and spacing standards for areas zoned for non-residential, mixed use and/or high-density residential development areas and each parcel to be assessed is served directly by the system of streetlights providing appropriate lighting within the Town Village development area. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District. Consequently, we conclude that each parcel within the District receives substantially similar benefit from the street light improvements on Bradshaw Avenue, 8th Street and Cruickshank Drive regardless of their location within the District and each parcel within Zone 02, Zone 03 and Zone 04 receives substantially similar benefit from the street light improvements from the streetlights in proximity to those Zones, namely 12th Street and 10th Street and the only notable distinctions in proportional special benefit to each parcel is related to the development status of the parcel (developed versus undeveloped) and the comparable size of the property (proportional acreage).

Landscaping Special Benefit

The ongoing maintenance of local public landscaped areas within the District provides aesthetic benefits to the properties within each respective Zone and provides a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements were constructed and installed. These improvements are an integral part of the physical environment of parcels in associated Zones, and if the improvements are not properly maintained, it is these parcels that would be aesthetically burdened. In addition, the street landscaping (applicable in Zone 04) serve as both a physical buffer as well as a sound reduction buffer between the roadways and the properties associated with those improvements. As a result, the maintenance of the District landscaped improvements (both the District-wide shared and the Zone-specific improvements) are a particular and distinct benefit to the properties and developments within the District and respective Zones.

General Benefit

Street Lighting General Benefit

Collectively, there are a total of 57 streetlights within or adjacent to the District including:

- 14 streetlights on Cruickshank Drive, located on both sides of the street;
- 11 streetlights on Bradshaw Avenue, located on the north side of the street only;
- 16 streetlights on 8th Street, 9 of which are located on the west side of the street adjacent to the District and 7 on the east side of the street that are considered to be a special benefit to the developments and properties on the east side of 8th Street;
- 8 streetlights on 12th Street, located on both sides of the street; and,
- 8 streetlights on 10th Street, located on both sides of the street.

Considering the special benefit discussion above, it is reasonable to conclude that the installation and purpose of local street lighting is to serve the properties in immediate proximity to those improvements and therefore the ongoing maintenance and operation of such local streetlights is a special benefit to those properties. This is most certainly the case with the internal streetlights within this District, namely those streetlights located on Cruickshank Drive, 12th Street, and 10th Street. These streetlights, 30 of the 50 lights (60%) clearly provide no special benefit to properties outside the District and because these are not pass-through traffic streets, these lights provide no quantifiable general benefit to the public at large. Therefore, it is reasonable to conclude that these streetlights and the cost of maintaining and operating these lights is entirely a special benefit to the properties in the District and the respective Zones therein.

With respect to the streetlights on 8th Street (Lights on the perimeter of the District), as indicated above, there are a total of 16 streetlights on 8th Street that are located along the boundaries of the District. Nine (9) of these streetlights are located on the District side of the street (west side) and seven (7) on the opposite side of the street (east side). Clearly the streetlights on the west side of the street have been installed in connection with or were necessary for the development of properties in this District and provide special benefit to those properties. Presumably the streetlights on the east side of the street were installed in connection with and for the special benefit of the properties on the east side of

8th Street. Similar to the District's internal streets discussed above, 8th Street (which terminates near the northern boundary of this District) is not considered a pass-through traffic street and these streetlights provide no quantifiable general benefit to the public at large. Furthermore, because both sides of the street have lights that are associated with the development areas on either side, it is reasonable to conclude that the nine lights on the west side of 8th Street and the cost of maintain and operating these lights is entirely a special benefit to the properties in the District.

Similar to the other District streets, Bradshaw Avenue (which terminates at 8th Street which is the western boundary of this District) is not considered a pass-through traffic street and these streetlights provide no quantifiable general benefit to the public at large. Unlike the other streetlights installed in connection with properties in this District, the eleven (11) streetlights on Bradshaw Avenue, located entirely on the District side of the street (north side only), may indirectly benefit the properties on the south side of the street, although that benefit is clearly general and not special. Most if not all of the properties on the south side of Bradshaw Avenue are not typically accessed from Bradshaw Avenue, but rather from streets south of Bradshaw Avenue including Imperial Avenue, El Dorado Avenue, and 12th Street. For the most part, these properties only abut Bradshaw Avenue along their back property line and in a few cases their side property line. Based on these considerations it is reasonable to conclude that no more than 30% of the benefit and related costs associated with the lights on Bradshaw Avenue would be attributable as a benefit to the properties south of Bradshaw Avenue (general benefit), with the remaining 70% of these street light improvement costs being a special benefit to properties in the District. Conservatively then, assuming 30% of these eleven (11) streetlights on Bradshaw Avenue might reasonably be considered general benefit lights (3.3 lights), these general benefit lights (assuming 4 lights) would be approximately 8% of the District's total streetlights.

Therefore, it is reasonable to conclude from the above discussion that conservatively no more than 10% of the District's 50 lights and associated lighting costs is considered general benefit, and it is appropriate to assign 90% of the total maintenance and operating costs for the streetlights as special benefit expenses.

Landscaping General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements are local improvements that were installed in connection with the development of properties within specific Zones (Zone 04) or are improvements that would otherwise be shared by and required for the future development of properties in the District. It is also evident that the maintenance these improvements and the level of maintenance provided only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Zone.

In the absence of a special funding District and Zones, the maintenance of the landscape improvement areas within the District would likely be limited to those services and activities necessary to ensure the safety and protection of vehicular traffic, the general public, and property in general and the City's maintenance of these areas would likely be limited abatement and erosion control services. These services ("baseline level of

service”) would typically be provided on an as needed basis (likely no more than twice annually). This baseline level of service would provide for public safety and avoid negative impacts on adjacent properties, roadways and vehicles traveling on those roadways, but would clearly result in a far less visually pleasing environment than is created with the enhanced levels of services associated with the District and which can be provided with the support of District special benefit assessments. Based on industry standard service costs the cost to provide this baseline level of service is estimated to be on average, approximately \$0.0216 per square foot for streetscape areas (improvement areas associated with Zone 04), and \$0.0072 per square foot for non-streetscape areas (district-wide shared improvement areas associated with the detention basin). Since the baseline services, unlike the enhanced aesthetic services funded by District assessments, would provide benefits to the general public and possibly properties outside of the District, the cost of providing this baseline level of service is identified as the general benefit cost associated with the improvement areas and landscape maintenance services. Utilizing this cost per square foot and the square footages of the improvement areas in the District and respective Zones, the following table summarizes the current estimated proportional general benefit costs calculated for each District Zone:

Estimated Landscape General Benefit Costs

Zones ⁽¹⁾	District-wide Landscape Square Footage	Zone-specific Landscape Square Footage	Total Proportional Square Footage	General Benefit Cost ⁽²⁾
Zone 01	10,447	-	10,447	\$75
Zone 02	2,210	-	2,210	16
Zone 03	3,889	-	3,889	28
Zone 04	5,624	7,020	12,644	191
Total Zone ⁽³⁾	22,170	7,020	29,190	\$310

⁽¹⁾ The District-wide Improvement Areas, which are proportionately shared by parcels in each Zone, total 22,170 square feet. The square footage shown in the table above for each Zone represents that Zone’s proportional square footage of the 22,170 square feet based on each Zone’s proportional Equivalent Benefit Units.

⁽²⁾ The General Benefit Costs presented in the table above and in the District Budget (Part IV), are rounded to the nearest dollar. As with most maintenance costs, these General Benefit Costs will likely be impacted by inflation and in subsequent fiscal years, these costs and funding contribution may be adjusted annually for inflation, consistent with the inflationary adjustments applied for special benefit maintenance costs and the annual assessments.

⁽³⁾ Totals may not foot due to rounding.

B. ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property’s proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of EBUs (Equivalent Benefit Units) based on its land use. Generally, one EBU is defined as the special benefit allocable to a single-family home (basic EBU unit). Although the single-family homeland use classification is not applicable to the parcels

currently within this District, this basic EBU (base EBU) is used for most assessment districts as a means of comparing and establishing the proportional special benefit assigned to other land use classifications and that comparison and proportionality is still applicable for this District.

Single-Family Residential — This land use is defined as a fully subdivided single-family residential home site with or without a structure. As previously noted, the single-family residential parcel has been selected as the basic EBU unit for calculation of assessments and a single-family residential parcel is assigned 1.0 Equivalent Benefit Unit (1.0 EBU per lot or parcel).

Multi-Family Residential — This land use classification identifies properties that are used for residential purposes and contain more than one residential unit. The proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre, which is reflective of the average proportional number of single-family homes developed on an acre of land (typically 4 single-family dwelling units per acre).

Developed Non-Residential — This classification includes developed properties including parking lots that are identified or zoned for commercial, industrial or other non-residential use including, but not limited to manufacturing, storage or warehousing, service stations or facilities, retail stores, restaurants, banks, offices, hotels, recreational facilities (excluding parks), and institutional facilities including, hospitals, churches or facilities utilized by other non-profit organizations, whether those facilities are publicly owned (non-taxable) or privately owned. Like Multi-Family Residential properties, the proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre, which is reflective of the typically single-family dwelling unit development density per acre (typically 4 single-family dwelling units per acre).

Vacant/Undeveloped Property — This land use is defined as a parcel that is currently considered vacant or undeveloped land that can be developed, but for which the use and/or development of the property has not been fully determined. These parcels are assigned a proportional EBU that is based on 25% of the proportional benefit established for a developed property in the District. The proportional special benefit and EBU for these parcels is based on acreage, at 1.0 EBU per acre.

Special Case Property — In some District Zones there may be one or more properties that the standard land use classifications identified above do not accurately identify the use and special benefit received from the improvements. Properties that are typically classified as Special Case properties usually involve some type of development or land restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a portion (percentage) of the parcel's total acreage is actually developed or could be developed. In such a case, the net usable acreage of the parcel rather than the gross acreage of the parcel may be applied to calculate the parcel's proportional special benefit.

Exempt — means a lot, parcel of land, or Assessor's Parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets, and other roadways; and public easements or rights-of-way including landscaped parkways or easements; and utility rights-of-way or easements such as irrigation or drainage ditches, and channels or basins. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for improvements. (These types of properties may or may not be assigned an Assessor's Parcel Number by the County Assessor's Office).

Also exempt from assessment are Assessor's Parcels that may be identified as common areas (properties for which the surrounding parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that may be assessed for its own benefit and the benefit of the associated parcel.

Equivalent Benefit Unit Summary

The following is a summary of the Equivalent Benefit Units applicable to the various land use classifications identified in each District Zone:

Zone 01

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Developed Non-Residential	9	9	-	30.57	122.28
Vacant/Undeveloped	11	11	-	23.05	23.05
Exempt	1	-	-	-	0
Total	21	20	-	53.62	145.33

Zone 02

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Vacant/Undeveloped	6	6	-	30.74	30.74
Exempt	1	-	-	-	0
Total	7	6	-	30.74	30.74

Zone 03

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Multi-Family Residential	1	1	180	11.59	46.36
Vacant/Undeveloped	1	1	-	7.74	7.74
Total	2	2	180	19.33	54.10

Zone 04

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Multi-Family Residential	4	4	240	19.56	78.24
Total	4	4	240	19.56	78.24

District Totals

Land Use Classifications	Total Parcels	Assessed Parcels	Units	Applied Acreage	EBUs
Multi-Family Residential	5	5	420	31.15	124.60
Developed Non-Residential	9	9	-	30.57	122.28
Vacant/Undeveloped	18	18	-	61.53	61.53
Exempt	2	0	-	-	-
Total	34	32	420	123.25	308.41

IV. ESTIMATED COST OF THE IMPROVEMENTS

A. CALCULATION OF ASSESSMENTS

An assessment amount per EBU in each Zone is calculated by:

Taking the “Total Annual Expenses” (Total budgeted costs) and subtracting the “General Benefit Expenses (City Contribution)”, to establish the “Total Special Benefit Expenses”;

$$\text{Amount Budgeted} - \text{General Benefit Expenses} = \text{Special Benefit Expenses}$$

To the resulting “Special Benefit Expenses”, various “Funding Adjustments/Contributions” may be applied that may include, but are not limited to:

- “Unfunded Reserve Fund Collection”, represents an adjustment (reduction) in the amount to be collected for “Operational Reserve Funding” that was budgeted as part of the Total Annual Expenses.
- “Unfunded CIP/Rehabilitation Fund Collection”, represents an adjustment (reduction) in the amount to be collected for “CIP & Rehabilitation Reserve Fund Collection” that was budgeted as part of the Total Annual Expenses.
- “Reserve Fund Transfer/Deduction”, represents an amount of available existing funds from the “Operational Reserve Fund Balances” being applied to pay a portion of the Special Benefit Expenses for the fiscal year.
- “Additional City Contribution and/or Service Reductions”, represents a further adjustment that addresses the funding gap between the amount budgeted to provide the improvements and services (“Special Benefit Expenses”); and the amount that will be collected through the assessments. This funding gap may be addressed by an additional City contribution, reductions in service and service expenses, or a combination of the two.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed “Balance to Levy”.

$$\text{Special Benefit Expenses} \pm \text{Funding Adjustments/Contributions} = \text{Balance to Levy}$$

The amount identified as the “Balance to Levy” is divided by the total number of EBUs of parcels that benefit to establish the “Assessment Rate” or “Assessment per EBU” for the fiscal year. This Rate is then applied back to each parcel’s individual EBU to calculate the parcel’s proportionate special benefit and assessment for the improvements.

$$\begin{aligned} \text{Balance to Levy} / \text{Total EBU} &= \text{Assessment per EBU (Assessment Rate)} \\ \text{Assessment per EBU} \times \text{Parcel EBU} &= \text{Parcel Assessment Amount} \end{aligned}$$

B. ASSESSMENT RATES

The following table shows the assessment rates applicable to each Zone for Fiscal Year 2025/2026 based on the budget and the method of apportionment presented previously.

Fiscal Year 2025/2026 Assessment Rates

Zones	Maximum Assessment Rate ⁽¹⁾	Proposed Applied Rate FY 2025/2026
Zone 01	\$57.569	\$57.56 per EBU
Zone 02	\$143.922	\$133.54 per EBU
Zone 03	\$138.165	\$128.20 per EBU
Zone 04	\$215.883	\$215.88 per EBU

⁽¹⁾ The Maximum Assessment Rate for each Zone includes an inflationary adjustment as described below.

C. ANNUAL INFLATIONARY ADJUSTMENT

ASSESSMENT RANGE FORMULA

As part of the District formation, the assessments to be submitted to the property owners in the Ballot Proceeding shall include an annual inflationary adjustment referred to as an Assessment Range Formula, which is authorized by Section 53750(2) (A) of the Government Code, also known as the "Proposition 218 Omnibus Implementation Act". The purpose of establishing an Assessment Range Formula is to provide for reasonable and inevitable increases in costs to provide the improvements and services over time due to inflation. The Assessment Range Formula for the Town Center Landscaping and Lighting District is defined by the following:

Commencing in the second fiscal year (Fiscal Year 2017/2018), and each fiscal year thereafter, the maximum assessment rate established herein for each Zone shall be adjusted annually by the greater of three percent (3%) or the percentage increase of the Local Consumer Price Index (CPI) from January to January. The Consumer Price Index used for this inflationary adjustment shall be for the San Diego-Carlsbad area, for All Urban Consumers during the preceding year, as developed by U.S. Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued). For Fiscal Year 2025/2026, the percentage increase of the local CPI is 3.81%.

The adjusted maximum assessments shall be calculated each fiscal year independent of the annual budgets and proposed annual assessments. Although the adjusted maximum assessment rates will increase each year, the annual assessment rates adopted for the fiscal year may be less. If the budgets and the corresponding assessments for that fiscal year do not require an increase or the increase is less than the allowable adjusted maximum assessment rate, then the proposed assessments required to meet the expenditures may be applied. To impose new or increased assessments other than the annual inflationary adjustment provided by the preceding Assessment Range Formula, the District must comply with the provisions of the California Constitution Article XIID.

D. DESCRIPTION OF BUDGET ITEMS

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

DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES:

Lighting Maintenance and Operation Expenses — Includes the cost of maintenance, operation, and servicing of the District's lighting improvements, which generally include the furnishing of labor, materials, equipment and electricity.

Landscaping/Tree Maintenance Service Expenses — Includes the cost of the maintenance, operation, and servicing of the District's landscape improvements, including the furnishing of labor, materials, and equipment.

Landscape Water Expenses — Includes the cost of water for landscaping improvements.

Landscape Electrical & Regular Irrigation Maintenance — Includes the cost of providing electricity to the irrigation systems, and maintenance of the irrigation systems.

Landscape Appurtenant and Facility Maintenance — Includes the cost of maintaining landscaping facilities and appurtenances.

REHABILITATION/REPLACEMENT FUNDING (CIP RESERVES):

Lighting Rehab/Replacement Funding — Includes funds collected for future Lighting improvement rehabilitation/replacement projects.

Landscaping/Tree Rehab/Replacement Funding — Includes funds collected for future Landscaping improvement rehabilitation/replacement projects.

GENERAL BENEFIT EXPENSES:

Lighting General Benefit – City Funded — The cost to fund the general benefit portion of the lighting improvements, which is not assessed.

Landscaping General Benefit – City Funded — The cost to fund the general benefit portion of the landscaping improvements, which is not assessed.

INCIDENTAL EXPENSES:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

County Administration Fee — The cost to the District for the County to collect assessments on the property tax bills.

LEVY ADJUSTMENTS:

Reserve Fund Collection/ (Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County typically provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Revenue from Other Sources — Includes a credit for District interest earnings.

General Fund Loan Repayment/(Advances) — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS

Total Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

Total Assessed Acreage — The total acreage of parcels within the District that are assessed.

Total Equivalent Benefit Units — The typical single family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

Applied Levy per EBU — This amount represents the assessment rate being applied to each EBU. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

E. DISTRICT BUDGET

The following budget for the District and Zones is based on an estimate of the expenses and related funding necessary for the ongoing operation, maintenance and servicing of the District improvements for Fiscal Year 2025/2026.

BUDGET ITEMS	Zone 01 Hwy 86 Area	Zone 02 12th St Area	Zone 03 10th St Area (East of 10th St)	Zone 04 Town Village Apartments (West of 10th St)	District Totals
DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES					
Annual Lighting Maintenance and Operation Expenses	\$962	\$683	\$598	\$758	\$3,000
Annual Landscaping/Tree Maintenance Service Expenses	7,991	1,690	2,975	16,474	29,131
Landscape Water Expenses	201	42	75	1,182	1,500
Landscape Electrical & Regular Irrigation Maintenance	257	54	96	1,513	1,920
Landscape Appurtenant and Facility Maintenance	145	31	54	851	1,080
Total Direct Annual Maintenance & Operating Expenses	\$9,555	\$2,501	\$3,797	\$20,778	\$36,631
REHABILITATION/REPLACEMENT FUNDING (CIP RESERVES)					
Lighting Rehab/Replacement Funding	\$0	\$0	\$0	\$0	\$0
Landscaping/Tree Rehab/Replacement Funding	0	0	0	0	0
Total Rehabilitation/Replacement Funding	\$0	\$0	\$0	\$0	\$0
TOTAL DIRECT ANNUAL FUNDING AND EXPENSES	\$9,555	\$2,501	\$3,797	\$20,778	\$36,631
GENERAL BENEFIT EXPENSES					
Lighting General Benefit — City Funded	(\$160)	(\$34)	(\$60)	(\$86)	(\$340)
Landscaping General Benefit — City Funded	(75)	(16)	(28)	(191)	(310)
Total General Benefit — City Funded	(\$235)	(\$50)	(\$88)	(\$277)	(\$650)
TOTAL DIRECT ANNUAL SPECIAL BENEFIT EXPENSES	\$9,320	\$2,451	\$3,709	\$20,501	\$35,981
INCIDENTAL EXPENSES					
District Administration	\$4,931	\$1,042	\$1,840	\$2,660	\$10,474
County Administration Fee	16	5	2	3	26
Total Incidental Expenses	\$4,948	\$1,047	\$1,842	\$2,664	\$10,500
TOTAL ANNUAL EXPENSES	\$14,267	\$3,498	\$5,551	\$23,165	\$46,481
LEVY ADJUSTMENTS					
Reserve Fund Collection/(Transfer)	(\$5,749)	\$645	\$1,444	(\$6,025)	(\$9,684)
Revenue from Other Sources	(153)	(38)	(60)	(249)	(500)
General Fund Loan Repayment/(Advances)	0	0	0	0	0
BALANCE TO LEVY *	\$8,365	\$4,105	\$6,936	\$16,890	\$36,296
DISTRICT STATISTICS					
Total Parcels	21	7	2	4	34
Total Parcels Levied	20	6	2	4	32
Total Assessed Acreage	53.62	30.74	19.33	19.56	123.25
Total Equivalent Benefit Units	145.33	30.74	54.10	78.24	308.41
Applied Levy per Benefit Unit	\$57.56	\$133.54	\$128.20	\$215.88	
Maximum Levy per Benefit Unit (Current Fiscal Year)	\$57.57	\$143.92	\$138.16	\$215.88	
Total Assessment Amount	\$8,365	\$4,105	\$6,936	\$16,890	\$36,296
RESERVE INFORMATION					
Beginning Projected Reserve Balance 07/01/2025	\$17,931	\$3,793	\$6,675	\$9,653	\$38,052
Collection/(Transfer)	(5,749)	645	1,444	(6,025)	(9,684)
General Fund Loan Repayment/(Advances)	0	0	0	0	0
Ending Projected Reserve Balance 06/30/2026	\$12,182	\$4,438	\$8,119	\$3,628	\$28,368

* Totals may not foot due to rounding.

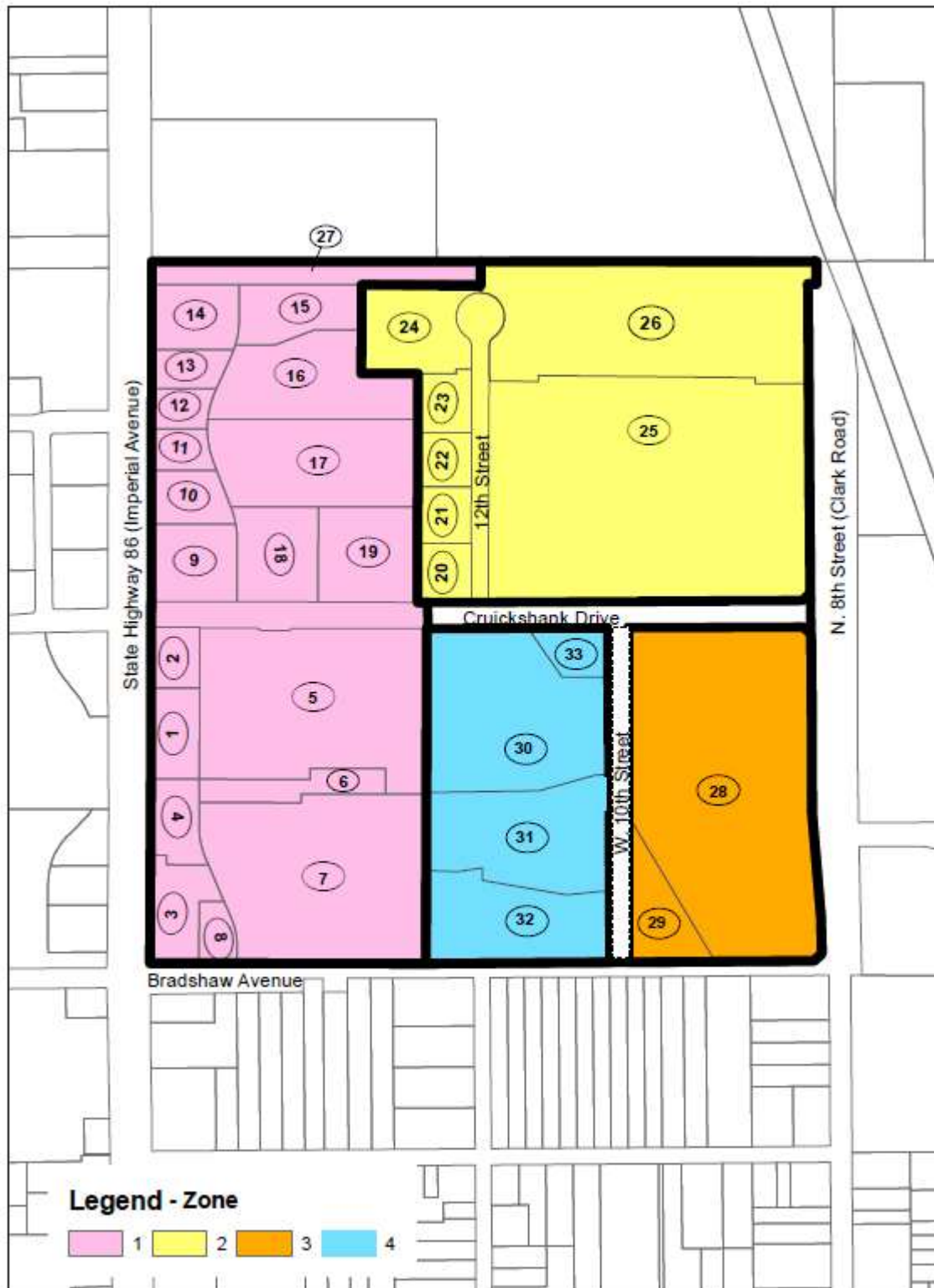
F. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

V. DISTRICT DIAGRAM

A copy of the District Diagram (Boundary Map) for the District is provided on the following page. The parcels that comprise the El Centro Town Center Landscaping and Lighting District consists of all lots, parcels and subdivisions of land listed on the Assessment Roll contained herein as Part VI, the lines and dimensions of which are shown on the Imperial County Assessor's parcel maps for the current year and are incorporated by reference herein and made part of this Report. The following District Boundary Map together with the Assessment Roll contained herein as Part VI, constitute the Assessment Diagram for the El Centro Town Center Landscaping and Lighting District.

City of El Centro Town Center Landscaping and Lighting District



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Imperial County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the current parcels to be assessed within this District along with the assessment amounts is provided in the following:

**City of El Centro
Town Center Landscape and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26**

APN	Situs Address	Zone	Assessed Acres	County Land Use	EBU	Maximum Assessment	Applied Rate	Charge
044-620-008-000	NO SITUS AVAILABLE	1	1.38	VACANT	1.38	\$79.44	\$57.56	\$79.42
044-620-009-000	2299 N IMPERIAL AVE	1	0.92	RESTAURANT	3.68	211.85	\$57.56	211.82
044-620-017-000	NO SITUS AVAILABLE	1	1.30	VACANT	1.30	74.84	\$57.56	74.82
044-620-018-000	225 ACAPULCO	1	10.60	RETAIL SALES	42.40	2,440.91	\$57.56	2,440.54
044-620-020-000	2101 N IMPERIAL AVE	1	1.38	RETAIL SALES	5.52	317.78	\$57.56	317.72
044-620-022-000	NO SITUS AVAILABLE	1	10.83	RETAIL SALES	43.32	2,493.88	\$57.56	2,493.48
044-620-023-000	NO SITUS AVAILABLE	1	0.67	VACANT	0.67	38.57	\$57.56	38.56
044-620-026-000	3019 N IMPERIAL AVE	1	2.07	OFFICE	8.28	476.67	\$57.56	476.58
044-620-027-000	3049 N IMPERIAL AVE	1	1.27	OFFICE	5.08	292.45	\$57.56	292.40
044-620-031-000	3095 N IMPERIAL AVE	1	1.76	SCHOOLS	7.04	405.28	\$57.56	405.22
044-620-037-000	3037 N IMPERIAL AVE	2	0.98	VACANT	0.98	141.04	\$133.54	130.86
044-620-038-000	3039 N IMPERIAL AVE	2	0.94	VACANT	0.94	135.29	\$133.54	125.52
044-620-039-000	3041 N IMPERIAL AVE	2	0.91	VACANT	0.91	130.97	\$133.54	121.52
044-620-040-000	3043 N IMPERIAL AVE	2	1.01	VACANT	1.01	145.36	\$133.54	134.86
044-620-041-000	3087 N IMPERIAL AVE	2	2.91	VACANT	2.91	418.81	\$133.54	388.60
044-620-044-000	NO SITUS AVAILABLE	1	2.36	EXEMPT	0.00	0.00	\$0.00	0.00
044-620-046-000	NO SITUS AVAILABLE	4	8.59	RESID. APARTMENTS	34.36	7,417.73	\$215.88	7,417.62
044-620-047-000	NO SITUS AVAILABLE	4	5.36	RESID. APARTMENTS	21.44	4,628.53	\$215.88	4,628.46
044-620-048-000	NO SITUS AVAILABLE	4	4.57	RESID. APARTMENTS	18.28	3,946.34	\$215.88	3,946.28
044-620-050-000	NO SITUS AVAILABLE	4	1.04	RESID. APARTMENTS	4.16	898.07	\$215.88	898.06
044-620-052-000	NO SITUS AVAILABLE	2	12.39	EXEMPT	0.00	0.00	\$0.00	0.00
044-620-053-000	NO SITUS AVAILABLE	2	23.99	VACANT	23.99	3,452.68	\$133.54	3,203.62
044-620-054-000	2033 N IMPERIAL AVE	1	0.74	RETAIL SALES	2.96	170.40	\$57.56	170.36
044-620-055-000	NO SITUS AVAILABLE	1	1.00	RETAIL SALES	4.00	230.27	\$57.56	230.24
044-620-056-000	NO SITUS AVAILABLE	3	11.59	RESID. APARTMENTS	46.36	6,405.32	\$128.20	5,943.34
044-620-057-000	NO SITUS AVAILABLE	3	7.74	VACANT	7.74	1,069.40	\$128.20	992.26
044-620-058-000	NO SITUS AVAILABLE	1	0.74	VACANT	0.74	42.60	\$57.56	42.58
044-620-059-000	NO SITUS AVAILABLE	1	0.49	VACANT	0.49	28.21	\$57.56	28.20
044-620-060-000	NO SITUS AVAILABLE	1	1.16	VACANT	1.16	66.78	\$57.56	66.76
044-620-061-000	NO SITUS AVAILABLE	1	3.81	VACANT	3.81	219.34	\$57.56	219.30
044-620-062-000	NO SITUS AVAILABLE	1	4.32	VACANT	4.32	248.70	\$57.56	248.64
044-620-064-000	NO SITUS AVAILABLE	1	5.31	VACANT	5.31	305.69	\$57.56	305.64
044-620-065-000	NO SITUS AVAILABLE	1	1.07	VACANT	1.07	61.60	\$57.56	61.58
044-620-066-000	NO SITUS AVAILABLE	1	2.80	VACANT	2.80	161.19	\$57.56	161.16
Total			138.00		308.41	\$37,156.00		\$36,296.02
Parcels								34
Charged Parcels								32

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO APPROVING THE ENGINEER'S REPORT
REGARDING THE EL CENTRO TOWN CENTER
LANDSCAPING AND LIGHTING DISTRICT AND
AUTHORIZING THE LEVY AND COLLECTION OF
ASSESSMENTS RELATED THERETO COMMENCING IN
FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (hereinafter referred to as "City Council") did by previous Resolution order the Engineer to prepare and file a report in connection with the Town Center Landscaping and Lighting District (hereafter referred to as the "District") and the proposed levy and collection of assessments related thereto for the fiscal year commencing July 1, 2025 and ending June 30, 2025, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the "Act") and the provisions of the California Constitution Article XIID; and

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collect the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of El Centro a report prepared in accordance with Article 4 of Chapter 1 and of the Act and the City Clerk has presented to the City Council such report entitled "Engineer's Report for the Legacy Ranch Landscaping and Lighting District, Fiscal Year 2025-2026" (hereafter referred to as the "Report") as prescribed by Chapter 3, Section 22623 of Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits to be received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City Council now desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining and servicing landscaping and street lighting improvements and appurtenant facilities located within the District, and for which assessed properties receive special benefit; and

WHEREAS, the City Council following notice duly given, has held a duly noticed, full and fair Public Hearing on June 3, 2025, regarding the District, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

NOW, THEREFORE, the City Council of the City of El Centro, California, does hereby resolve as follows:

1. That the preceding recitals are true and correct.
2. That the Report, is hereby approved (as submitted or amended by direction of this City Council) and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

3. The City Council hereby finds and determines that:
 - i) the land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and
 - ii) the District includes all of the lands so specifically benefited; and
 - iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the fiscal year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.
4. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act.
5. The City Council hereby orders the proposed improvements to be made, which include but are not limited to: all landscaping material and facilities within the District. These improvements include by way of example turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments.
6. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with public street lighting within the residential subdivisions; and public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the developments and other public areas associated or necessary for development of properties within the District.
7. The City Clerk, or her designee, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to the Act.
8. That the County Auditor for the County of Imperial shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
9. The City Treasurer shall deposit the money representing assessments collected by the County for the District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in this Resolution.
10. The adoption of this Resolution is effective immediately and constitutes the District's levy for the fiscal year commencing July 1, 2025, and ending June 30, 2026.
11. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No.25 - _____ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-178)

Item: 10.

Meeting: 6/3/2025 3:30 PM

Department: Finance

Category: Resolution

Prepared by: Elizabeth Fuchen, Interim

Finance Director

Department Head: Elizabeth Fuchen

DOC ID: 2025-178

Approve the Engineer's Report regarding Lotus Ranch L&LD and the Levy and Collection of Assessments.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No 25- , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

FISCAL IMPACT:

The City will receive approximately \$13,557 to maintain the Landscaping and Lighting needs of the District.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

On an annual basis, the Lotus Ranch Landscaping and Lighting District determines the levy and collection of assessments needed for the coming year. This is based on an Engineer's Report for the District. The City is currently maintaining the improvements in the District.

CONCLUSION:

Adopt Resolution No 25 - , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING THE ENGINEER'S REPORT REGARDING LOTUS RANCH LANDSCAPING AND LIGHTING DISTRICT AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING IN FISCAL YEAR 2025/2026.

ATTACHMENTS:

1. FY2526 El Centro Lotus Ranch LLD Engineer's Report_PH
2. RESO - LOTUS



City of El Centro

Lotus Ranch Landscaping and Lighting District

2025/2026 Engineer's Report

Intent Meeting: May 6, 2025
Public Hearing: June 3, 2025

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Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Lotus Ranch Landscaping and Lighting District

The District includes the parcels of land within the residential and commercial subdivisions known as

Lotus Ranch

**City of El Centro,
County of Imperial, State of California**

This Report identifies the parcels within Lotus Ranch Landscaping and Lighting District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Imperial County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 7th day of May, 2025.

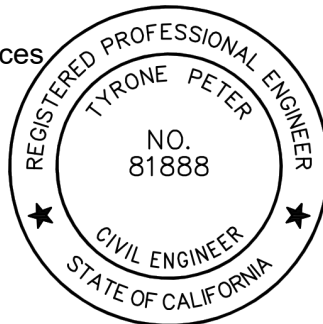
Willdan Financial Services
Assessment Engineer
On Behalf of the City of El Centro

By: Michelle Laase

Michelle Laase
Project Manager, District Administration Services

By: Tyrone Peter

Tyrone Peter
P.E. # C 81888



PRELIMINARY APPROVAL

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

FINAL APPROVAL

This Engineer's Report, the improvements and assessments described herein were approved and adopted by the City Council of the City of El Centro on this _____ day of _____, 2025.

Norma Wyles, CMC
City Clerk
City of El Centro

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I. EXECUTIVE SUMMARY

A. INTRODUCTION

The City of El Centro (“City”) created the Lotus Ranch Landscaping and Lighting District (“District”) in order to provide for the ongoing operation, maintenance and servicing of median landscaping, certain perimeter landscaping and street lighting improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation, maintenance and servicing of these improvements are funded. The District was formed in 2019 and annual assessments are levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”) and in compliance with the substantive and procedural requirements of the “*California State Constitution*” Article XIII D (“Article XIII D”).

This Engineer’s Annual Levy Report (“Report”) describes the District and the proposed assessments for Fiscal Year 2025/2026. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming Fiscal Year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit.

The District boundaries, improvements and services, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements. These detailed plans and specifications approved by the City are made part of this Report by reference.

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

Following consideration of public comments and written protests at a noticed Public Hearing, the City Council may confirm the Report as submitted or amended and order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. The assessment information approved will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of the lots or parcels of land within the planned multi-phase residential development area identified and commonly referred to as the “Lotus Ranch Development” which is located within the City of El Centro, south of Interstate 8 Freeway (Kumeyaay Highway), west of La Brucherie Road, and generally north of Manuel Ortiz Avenue and east of the Lotus Canal and Austin Road. According to the Lotus Ranch Development plans and current Assessor’s Parcel Maps, at build-out the District is anticipated to incorporate 574 single-family residential home sites; an 8.13 acre school site, (which as an alternative may be developed as an additional 35 single-family residential home sites). The Development plans include various public areas, easements, and rights-of-way that incorporate the District’s improvements, including a 10.8 acre park site, 16.5 acres of retention basin area, trails, and streetscape landscaping.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. IMPROVEMENTS AND SERVICES

Landscape Improvements

The landscape improvements to be funded by the District assessments may include, but are not limited to, turf, ground cover, shrubs and plants; areas of natural vegetation; trees; irrigation and drainage systems; masonry walls, retaining walls, or other fencing; monuments; hardscapes; concrete, gravel, or decomposed granite trails, pathways and/or access roads; and other related appurtenant facilities within the District that have been dedicated to the City for maintenance including but are not limited to:

- Designated parkway side-panels within the rights-of-way or easements adjacent to the streets and properties within the District, including parkways and entryways;
- Various non-street landscaping and/or vegetation management areas including the drainage basin areas, trails, and any other dedicated open space or greenbelt areas within the District; and
- The planned local park site and recreational areas within the District.

The following provides a summary description of the landscape improvements anticipated to be constructed as part of the development of properties within the District and ultimately maintained through the District at build-out. For reference purposes, in conjunction with these descriptions of the improvements a visual depiction of the landscape improvement areas is provided on the diagrams contained in Part V of this Report. At build-out, it is anticipated that the District's landscape improvements will generally include, but is not limited to approximately:

Streetscape Landscaping

At build-out there will be an estimated 221,575 square feet of irrigated streetscape landscape improvement area within the District including, but not limited to:

➤ *La Brucherie Road*

- 43,179 square feet of irrigated landscape improvement area on the west side of La Brucherie Road from Interstate 8 Freeway (Kumeyaay Highway), south to Wake Avenue, including the return at the northwest corner of La Brucherie Road and Wake Avenue;
- 90,39 square feet of irrigated landscape improvement area on the west side of La Brucherie Road between Wake Avenue and Daneberg Drive; and
- 4,218 square feet of irrigated landscape improvement area on the west side of La Brucherie Road adjacent to the residential parcels in Unit C Phase 5 starting at a point south of Daneberg Drive and parcels 052-380-028 and 052-380-029, then south to Manuel Ortiz Avenue. (Excludes the west side right-of-way area adjacent to parcels 052-380-028 and 052-380-029 which are not part of the District);

➤ *23rd Street*

- 1,438 square feet of irrigated landscape improvement area on the west side of 23rd Street between Barbara Way and Whitney Avenue;
- 1,434 square feet of irrigated landscape improvement area on the west side of 23rd Street between Whitney Avenue and Farmer Avenue;
- 1,399 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Farmer Avenue and Wake Avenue;
- 1,507 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Wake Avenue and Chaparral Drive;
- 2,870 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Chaparral Drive and Manzanita Drive;
- 2,873 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Manzanita Drive and Jacaranda Drive;
- 2,873 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Jacaranda Drive and Chandler Avenue;

- 1,432 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Chandler Avenue and Daneberg Drive;
- 1,373 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Daneberg Drive and Cameron Drive;
- 2,835 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Cameron Drive and Sophia Drive;
- 2,831 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Sophia Drive and Savannah Drive;
- 2,832 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Savannah Drive and Belen Drive;
- 1,400 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 23rd Street between Belen Drive and Manuel Ortiz Avenue;

➤ **24th Street**

- 2,869 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Barbara Way and Whitney Avenue;
- 2,874 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Whitney Avenue and Farmer Avenue;
- 1,396 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Farmer Avenue and Wake Avenue (Development Area A7);
- 1,494 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Wake Avenue and Chaparral Drive (Development Area A8);
- 2,867 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Chaparral Drive and Manzanita Drive;
- 724 square feet of irrigated landscape improvement area on the west side of 24th Street between Manzanita Drive and the Park Site;
- 3,502 square feet of irrigated landscape improvement area on the west side of 24th Street adjacent to the Park Site;
- 1,437 square feet of irrigated landscape improvement area on the east side of 24th Street between Manzanita Drive and Jacaranda Drive;
- 1,435 square feet of irrigated landscape improvement area on the east side of 24th Street between Jacaranda Drive and Chandler Avenue;
- 719 square feet of irrigated landscape improvement area on the east side of 24th Street between Chandler Avenue and Daneberg Drive;

- 1,330 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Daneberg Drive and Cameron Drive;
- 2,835 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Cameron Drive and Sophia Drive;
- 2,829 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Sophia Drive and Savannah Drive;
- 2,837 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Savannah Drive and Belen Drive;
- 1,351 square feet of irrigated landscape improvement area on both sides (east and west sides combined) on 24th Street between Belen Drive and Manuel Ortiz Avenue;

➤ **Lotus Avenue**

- 1,473 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Barbara Way and Whitney Avenue;
- 1,299 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Whitney Avenue and Farmer Avenue;
- 1,159 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Chaparral Drive and Manzanita Drive;
- 1,279 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Cameron Drive and Sophia Drive;
- 1,417 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Sophia Drive and Savannah Drive;
- 1,282 square feet of irrigated landscape improvement area on the east side of Lotus Avenue between Savannah Drive and Belen Drive;

➤ **Carmen Avenue**

- 1,146 square feet of irrigated landscape improvement area on the west side of Carmen Avenue between Savannah Drive and Belen Drive;

➤ **Barbara Way**

- 1,330 square feet of irrigated landscape improvement area on the south side of Barbara Way between 23rd Street and Carmen Avenue;

➤ **Farmer Avenue**

- 1,334 square feet of irrigated landscape improvement area on the north side of Farmer Avenue between 23rd Street and Carmen Avenue;

➤ **Wake Avenue**

- 2,209 Parkway on southwest corner of Wake Avenue and La Brucherie Avenue;
- 7,528 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Wake Avenue between La Brucherie Avenue and 23rd Street;

- 13,516 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Wake Avenue between 23rd Street and 24th Street;
- 13,304 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Wake Avenue west of 24th Street;

➤ ***Daneberg Drive***

- 10,895 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Daneberg Drive between La Brucherie Avenue and 23rd Street;
- 18,213 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Daneberg Drive between 23rd Street and 24th Street;
- 17,009 square feet of irrigated landscape improvement area on both sides (north and south sides combined) on Daneberg Drive west of 24th Street;

➤ ***Manuel Ortiz Avenue***

- 3,319 square feet of irrigated landscape improvement area on the north side of Manuel Ortiz Avenue between La Brucherie Avenue and 23rd Street;
- 4,978 square feet of irrigated landscape improvement area on the north side of Manuel Ortiz Avenue between 23rd Street and 24th Street;
- 4,853 square feet of irrigated landscape improvement area on the north side of Manuel Ortiz Avenue west of 24th Street;

Basin/Open Space Area

At build-out there will be an estimated 801,196 square feet of basin/open space area improvements within the District incorporating approximately, 625,375 square feet of natural non-irrigated surface area; 23,271 square feet of irrigated landscape area comprised of trees, decorative rock, groundcover and/or planting; 52,452 square feet of hardscape surface area; 49,281 square feet of rock/gravel basin access road surfaces including two access points from Barbara Way; and 50,817 square feet of decomposed granite trail connections including access points from the park site, Wake Avenue, Daneberg Drive, Manuel Ortiz Avenue, and three locations at various locations on Lotus Ranch Road.

Paseos/Pathway Connections

At build-out there are five planned paseos/pathway connections within the District which collectively comprise an estimated 4,031 square feet of decomposed granite paths and 3,621 square feet of irrigated landscape area comprised of trees, decorative rock, groundcover and/or planting. These paseos/pathway connections are located between the cul-de-sacs on Whitney Avenue, Farmer Avenue, Chaparral Drive, Manzanita Drive, and Chandler Avenue.

Park Site

Part of the Lotus Ranch development includes an approximately 11.92-acre park site located at the northwest corner of Daneberg Drive and 24th Street. It is anticipated that this park-site when constructed will include an estimated 207,150 square feet of multi-purpose turf area; 242,785 square feet of additional planter hardscape landscape area; and 69,280 square feet of other park facilities that will be

constructed and funded in part by District assessments. These park facilities may include but are not limited to sports courts; playground areas, equipment and structures; sidewalks/pathways; picnic areas and facilities; restrooms; a parking lot; and any other equipment, structures or facilities related to the foregoing including ornamental or safety lighting; benches; trash receptacles; drinking fountains; picnic facilities; and sports equipment and structures. At the time this Report was prepared, the park site plans have not been finalized and the square footages and estimate of maintenance costs presented herein are based on the City's initial proposed development plans for the site, which are subject to change.

Lighting Improvements

Lighting improvements to be funded by the District assessments may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and appurtenant facilities associated with the streetlights, traffic signals, and lighting within public areas within the District. Maintenance, operation, and servicing of these lighting improvements may include, but is not limited to the furnishing of electric current or other illuminating agent; as needed maintenance, repair, and replacement of worn out electrical components and light fixtures, including bulbs, ballasts, photoelectric cells, meters, electrical cables; repair or replacement of damaged poles, ground wires, and conduits caused by accidents, vandalism, time, and weather; and monitoring of the Underground Service Alert (USA) network to prevent damage by excavation. At build-out, it is anticipated that the District's lighting improvements will generally include, but is not limited to:

Street Lighting

At build-out there will be an estimated one hundred and forty-three (143) streetlights within the District including, but not limited to:

- Thirty-five (35) 250-watt streetlights located at various street corners and other locations on 23rd Street, 24th Street, Barbara Way, Chaparral Drive, Daneberg Drive, Farmer Avenue, La Brucherie Avenue, Lotus Avenue, Manuel Ortiz Avenue, Manzanita Drive, Wake Avenue, and Whitney Avenue;
- One hundred and eight (108) 100-watt streetlights located on 23rd Street, 24th Street, Barbara Way, Belen Drive, Cameron Drive, Carmen Avenue, Chandler Avenue, Chaparral Drive, Daneberg Drive, Farmer Avenue, Jacaranda Drive, La Brucherie Avenue, Lotus Avenue, Manuel Ortiz Avenue, Manzanita Drive, Savannah Drive, Sophia Drive, Wake Avenue, and Whitney Avenue;

Other Lighting

In addition to the streetlights identified above, it is anticipated that there will be an additional thirty-five (35) trail and park lights within the District including, but not limited to:

- Eleven (11) trail lights along the trail adjacent to the basin/open space area, which extends the length of the District from approximately Barbara Way to Manuel Ortiz Avenue;
- Twenty-four (24) park lights within the park site located at the northwest corner of Daneberg Drive and 24th Street.

- Any other public lighting facilities including future traffic signals that may be deemed necessary or desired for the safe ingress or egress to the properties within the District or for public safety.

Excluded Improvements

Improvements that are not a part of the District improvements include, privately owned lighting and landscaping improvements located on private property and/or properties, easements or areas owned by an association, utility company, or other public agency. Such improvements and facilities shall be provided and maintained by the individual property owners, utility company, public agency, or association established in connection with the development of properties within the District.

D. ZONES OF BENEFIT

While the California Constitution requires that “The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement...”; it is reasonable to conclude that while many of the District improvements may proportionately benefit all assessed parcels within the District, certain landscaping and/or lighting improvements may only provide special benefits to specific parcels or portions of the district (particularly in larger districts and/or districts in which development will occur over time in phases). In addition, some improvements within a district and/or the costs associated with various public improvements are identified as providing some measure of general benefit and because general benefit costs cannot be assessed, the cost of such improvements may be proportionately allocated as both special benefits and general benefit.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing various landscaping and lighting improvements, including the acquisition, construction, installation, maintenance, and servicing of those improvements and related facilities. In addition, to ensure an appropriate allocation of the estimated costs to provide various improvements based on proportional special benefits, landscaping and lighting districts often times include benefit zones (“Zones”) as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. Each Zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”

At the time this Report was prepared, it is anticipated that all the proposed improvements previously identified and described in the preceding section will reasonably be considered shared improvements because the overall development of the properties in the area will collectively facilitate and require the installation and maintenance of those improvements. As a result, the special benefits and cost of providing such improvements should be proportionately shared by all the parcels to be assessed in the District, which would require a single benefit zone. However, it is also recognized that because the parcels and improvements for this District will be constructed in multiple phases, it is likely that on an annual basis until the District is fully developed, some improvements will only benefit the developed parcels within

the District such as the internal residential street lights installed as residential phases are subdivided, while other improvements such as the development entryway landscaping or basin area improvements benefit all the parcels whether they are subdivided or not. Furthermore, as development occurs within the District, eventually some improvements may be installed within the District that may be specifically associated with particular development phases or parcels within the District.

Therefore, for administrative purposes and to ensure an equitable apportionment of the annual maintenance and operation expenses, in accordance with the 1972 Act, two benefit zones (Zones) were established within this District at the time of formation, and designated as Zone A and Zone B.

Zone A

Zone A will incorporate the properties and development phase(s) that have been subdivided into individual residential lots and/or other land uses. For 2025/2026, this Zone includes the subdivided parcels in Unit B, Phase 1 and Phase 2 of the Lotus Ranch development.

Zone B

Zone B includes the planned residential development phases within the District that have not yet been subdivided and are generally identified by the County Assessor's Office as Vacant property. For 2025/2026 Zone B includes the parcels and territory currently identified as: Unit A, Phases 1 through 9; Unit B, Phases 3 through 4; Unit C, Phases 1 through 5; and the park site.

By establishing and utilizing a Zone structure, similar properties with similar types of improvements will be assessed a proportional amount for the total annual expenses related to the maintenance, operation and servicing of the improvements provided by the District and for which the properties receive special benefits. The use of Zones will allow for each development and the parcels therein to be assessed for the improvements provided each Fiscal Year as development occurs and/or improvements are installed.

For calculating annual assessments each Fiscal Year, some or all of the parcels in Zone B may be identified as either Undeveloped Residential Property and/or Exempt parcels and will be assessed in accordance with the method of apportionment described in "Part III - Method of Apportionment" of this Report. However, as these parcels are subdivided or developed, and/or as additional improvements are accepted for maintenance, at the discretion of the Assessment Engineer and/or City, the affected properties may be reclassified as Zone A parcels and assessed accordingly. It is anticipated that at build-out, each of the parcels currently within Zone B will be transitioned into Zone A and the Zone B designations will eventually be eliminated.

III. METHOD OF APPORTIONMENT

A. BENEFIT ANALYSIS

Legislative Authority

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of street lighting and landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

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

Section 22574 provides for zones as follows:

“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the entirety of the capital cost of the local public improvements and the maintenance and operation expenses of such improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIID of the California Constitution (Proposition 218).

Proposition 218 Benefit Analysis

The costs of the proposed improvements for this District have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscaping and lighting improvements and related amenities. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIID Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIIID Section 2i defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Special Benefits

The ongoing maintenance of landscaped areas within the District will provide aesthetic benefits to the properties within the District and are intended to provide a more pleasant environment to walk, drive, live, and work. The primary function of these improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements are constructed and installed and/or are facilitated by the development or potential development of properties within the District. These improvements are an integral part of the physical environment associated with the parcels in the District and while some of these improvements may in part be visible to properties outside the District, collectively if these improvements are not properly maintained, it is the parcels within the District that would be aesthetically burdened. Additionally, the street landscaping in the District serve as a pleasant aesthetic amenity that enhances the approach to the parcels and in many cases, serve as both a physical buffer as well as a sound reduction buffer between the roadways and the properties in the District. Likewise, the landscape improvements include parks, green spaces (basins), and trails that provide visually pleasing open space areas that serve as an extension of the physical attributes of the parcels assessed, such as their front or rear yards and may also provide a greater opportunity for recreation. Thus, the maintenance of these landscaped improvements provides advantages to the assessed properties that affect the assessed parcels in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share.

Likewise, street lighting in the District is primarily useful for illuminating the streets that provide access to the properties in the District as well as the sidewalks and parking lanes associated with those properties. While it is recognized that streetlights and traffic signals serve in part to enhance traffic safety, installation and construction of these improvements are for the most part, required by the development of properties within the district and these improvements provide three main special benefits to those properties: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway access benefit. Furthermore, because traffic circulation in the City is largely the result of local traffic to and from these properties by the property owners and guests, it is reasonable to assume that these properties derive a particular and distinct benefit from the streetlighting that support the safe access to the properties and essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the assessed properties. As a result, the

maintenance of these lighting improvements is a particular and distinct benefit to the properties and developments within the District.

Collectively these landscaping and lighting improvements and related assessments enhance the security, overall use, presentation and marketability of the properties, and ensure the long-term cost-efficiency of services that is obtained through the City provided maintenance (economy of scale), and the regulatory restrictions on future cost increases.

General Benefit

Landscaping General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements have been or will be installed as part of the development of properties within the District or are improvements that would otherwise be shared by and required for development of those properties. Although the District improvements are located on public streets or public areas that are visible and/or accessible to the general public, it is evident that the ongoing maintenance of these improvements are only necessary for the appearance and advantage of the properties within the District that are directly associated with those improvements and these improvements (particularly the level of maintenance and servicing) are not required nor necessarily desired by any properties outside the District and/or the respective Zones associated with those various improvements.

It is also evident that: (1) the maintenance of these improvements and the level of maintenance provided, has a direct and particular advantage (i.e., special benefit) only on those properties in close proximity to those improvements including those developments and properties that are directly accessed from the streets where the improvements are located; and (2) such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, limits any indirect or incidental benefit that the public at large or properties outside District and/or District Zones receive from the improvements.

In the absence of a special funding District, these types of improvements would not have been installed by the City and the City's maintenance of these improvements would for the most part, be limited to tree management services necessary to ensure public safety and protection of property, weed abatement, rodent control, and erosion control services for the various landscape areas that are provided elsewhere in the City. This basic or baseline level of service would typically provide for periodic servicing of these areas on an as-needed basis. This baseline level of service, which is provided elsewhere in the City, would provide for public safety and essential property protection to avoid negative impacts on adjacent roadways and vehicles traveling on those roadways and potential property damage. However, this baseline level of service results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance that can be provided through the District assessments.

On average, the cost to provide this baseline level of service for the District's landscape areas is estimated to be approximately \$0.01936 per square foot for irrigated streetscape areas; approximately \$0.01598 per square foot for irrigated non-streetscape landscape areas; and approximately \$0.0215 per square foot for

overall park areas, including a five percent (5%) cost factor for City overhead and administration.

Other Landscaping General Benefits

In addition to the general benefit identified above, it is recognized that there are indirect or incidental general benefits to properties within the District as well as the general public that are associated with regular landscape maintenance services, including:

- Minimization of dust and debris; and
- Decreased potential water runoff from both properties and the landscaped areas.

Although these types of benefits might best be characterized as indirect consequences of the special benefit of the landscape maintenance provided to parcels served by the District, for the purposes of calculating proportional benefits, we assume these types of benefits to be general benefits, albeit general benefits that are extremely difficult to quantify. We estimate that the costs associated with these indirect benefits do not exceed one percent (1%) of the annual maintenance expenditures for the landscaping improvements.

The baseline general benefit costs and the indirect/incidental general benefit costs identified above shall be excluded from the special benefit assessment funding and not assessed to the parcels within the District. The total calculated general benefit cost for the landscaping improvements associated with each Zone is summarized in the table at the end of this section and is also identified in the budgets contained in Part IV of this Report.

Lighting General Benefit

In reviewing the location and extent of the specific lighting improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, like the landscaping improvements it is evident these improvements are being installed as a direct result of the development of the properties within the District or are lighting improvements that would otherwise be shared by and required for the development of those properties. It is also evident that the maintenance and servicing of these improvements has a direct and particular impact (special benefit) on those properties in proximity to those street lighting improvements and these street lighting improvements are for the most part, lighting improvements that exceed what would otherwise be required for traffic circulation or to ensure the safety and protection of the general public and property in general.

Because these District lighting improvements are directly associated with the development or anticipated development of the properties within the respective District Zones and clearly provide a special benefit to those properties that is not shared by all properties in the City, it is certainly reasonable to conclude that the maintenance and operation of these improvements is largely if not entirely a special benefit to those properties to be assessed. Based on the special benefits previously identified for streetlights, it is apparent that the internal residential development streetlights are installed solely for the use and benefit those residential properties and there is no quantifiable general benefit to other properties or to the public at large.

In addition to the internal residential streetlights within the various development phases (both the residential parcels and the planned school site), each of the properties within the District are accessed from and/or are adjacent to one of four secondary/collector street (La Brucherie Road, Wake Avenue, Daneberg Drive, and Manuel Ortiz Avenue). The streetlights on these secondary/collector streets represent approximately 36% of the total streetlights to be installed within the District and are collectively and proportionately shared by each of the properties in the District. While these secondary/collector lights are clearly the result of the development of properties within the District, it is also reasonable to conclude that these types of streets are often accessed by the general-public (possibly in route to the school or park) and to some extent the street lighting on these streets may also enhance general nighttime traffic safety and circulation for other properties and the public at large. Based on various traffic circulation studies and related data, it is estimated that less than twenty percent (20%) of these secondary/collector streetlights would be required for similar streets in less concentrated development areas. Therefore, it has been determined that the general benefit related to the overall operation and maintenance of these shared streetlights is no more than seven percent (7%) of the total streetlight operating costs (36% of the total lights x 20% requirement = 7%). However, to ensure that no parcel is assessed for more than its proportional special benefit for these shared streetlights, the City will contribute for general benefit an amount equal to ten percent (10%) of the budgeted regular annual maintenance expenditures (maintenance and energy costs). These general benefit costs shall be excluded from the special benefit assessment funding and not assessed to the parcels within the District.

Utilizing the general benefit service costs outlined above and the improvements proposed at build-out, the following table summarizes the estimated general benefit costs calculated for each Zone and Sub-Zone within the District:

Estimated General Benefit for Street Lighting, Landscaping, and Parks

Zone	Street Lighting General Benefit	Landscaping and Parks General Benefit	Total General Benefit ⁽¹⁾
A	\$0	(\$670)	(\$670)
B	0	0	0
Total General Benefit	\$0	(\$670)	(\$670)

⁽¹⁾ As with most maintenance costs, the General Benefit Costs shown above will be impacted by inflation and in subsequent Fiscal Years the General Benefit Cost contributions will be adjusted for inflation.

B. ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

Equivalent Benefit Unit Application:

To calculate and identify the proportional special benefit received by each parcel and ultimately each parcel's proportionate share of the improvement costs it is necessary to consider not only the improvements and services to be provided, but the relationship each parcel has to those improvements as compared to other parcels in the District

Article XIIID Section 4a reads in part:

"...The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement or for the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Landscaping and lighting improvements like most public improvements, provide varying degrees of benefit (whether they be general or special) based largely on the extent of such improvements and the location of the improvements in relationship to properties associated with those improvements. To establish the proportional special benefit and ultimately the assessment obligation for each parcel, these factors need to be addressed and formulated in the method of apportionment by the use of benefit zones that reflect the extent and location of the improvements in relationship to the properties, as well as the specific use of the property and characteristics that reflects each parcel's proportional special benefit as compared to other properties that benefit from those same improvements.

The method of apportionment (method of assessment) developed for this District is based on the premise that each of the property to be assessed receives a particular and distinct benefit (special benefit) from the improvements, services and facilities to be financed by the District assessments and to assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded improvements and service. The Equivalent Benefit Unit (EBU) method of assessment apportionment is utilized in this District and establishes a basic unit of benefit (base value) and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of that basic unit. This EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of comparable property characteristics. The base value and assessment formula utilized in each Zone may be different, but is established for each Zone to reflect the improvements and properties that benefit from those improvements utilizing property characteristics that may include but is not limited to the type of development (property land use), property's development status, and size of the property (acreage or units).

For the purposes of this Report, an EBU is the quantum of benefit derived from the various Zone improvements by a single-family residential parcel. The single-family residential parcel has been selected as the basic value for calculation of assessments since at build-out it is anticipated that this land use will represent over 98% of the parcels in the District and over 70 % of the total acreage developed. Thus, the "benchmark" property (the single-family residential parcel) derives one (1) EBU of benefit and is assigned 1.00 Equivalent Benefit Unit.

While it is anticipated that the development of properties within this District will be primarily single-family residential parcels, the following outlines the land use classifications that will likely be associated with or may be associated with the parcels in the District and the proportional Equivalent Benefit Units established for those land use classifications.

Land Use Classifications:

Single-Family Residential — This land use classification is defined as a fully subdivided residential home site with or without a structure. This land use may include, but is not limited to subdivided residential tract lots, condominiums, or other individual residential units or subdivided lots assigned an Assessor's Parcel Number. As previously noted, the single family residential parcel has been selected as the basic value for calculation of assessments and each is assigned 1.00 Equivalent Benefit Unit.

Multi-Family Residential — This land use classification is defined as properties that are primarily used for residential purposes, but contain more than a single residential unit on the parcel (parcels with more than one dwelling) including apartments, duplexes, or other multi-unit structures. Due in part to the development and population densities associated with these types of dwelling units (reduced unit size compared to the typical density and size of single-family properties), studies have consistently shown that the average apartment unit impacts infrastructure approximately 80% as much as a single-family residence. (Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition, 1991; Metcalf and Eddy, Wastewater Engineering Treatment, Disposal, Reuse, Third Edition, 1991). Therefore, it is reasonable to conclude that the proportional special benefit these properties receive from the public improvements funded by the District assessments has a similar proportionality and these parcels shall be assigned a weighted proportional special benefit of 0.80 EBU per unit.

At the time of formation, it was not anticipated at that this Land Use Classification would be applied to parcels within the District, but may be applicable in subsequent Fiscal Years if such parcels are developed within the District or such parcel land uses are annexed to the District

Developed Non-Residential — This land use is defined as a parcel and/or development (group of parcels) that has been developed primarily with a non-residential use including, but not limited to (both publicly owned and privately owned) commercial retail or service, office or professional service, hotel or motel, manufacturing, warehousing, parking lot, and/or institutional facilities including hospitals or other medical facilities, private schools or education centers, churches or other non-profit organizations.

It is not anticipated that this Land Use Classification will be applied to parcels within the District; however, if such parcels were developed within the District or annexed

to the District in subsequent Fiscal Years, based on the planned residential development density within this District (approximately five dwelling units per acre of land), it would be reasonable and appropriate to assign the developed non-residential properties a weighted special benefit that reflects a similar and proportional development density. Therefore, the EBU assigned to each developed non-residential property is established by multiplying the parcel's applied acreage by 5.0 EBU per acre (e.g. a developed non-residential parcel of 4.25-acres would be assigned 21.25 EBU, $4.25 \text{ acres} \times 5.0 \text{ EBU/acre} = 21.25 \text{ EBU}$).

Public School Property — This classification includes the parcel identified specifically as a planned public-school site at formation of the District. On average, approximately $\frac{1}{3}$ rd (33.33%) of the total school site acreage is developed with structures and parking facilities, which is similar to what is commonly associated with non-residential developments. The remaining parcel acreage (approximately 66.67%) is generally playground areas and/or sports fields which is similar to the District's park improvements. Recognizing the overall development of this parcel as compared to other properties in the District and the improvements in proximity to this property, it has been determined that proportional special benefit EBU calculated for this parcel is accurately reflected by treating that portion of the parcel with structures and parking facilities ($\frac{1}{3}$ rd of the parcel's acreage) similar to the EBU calculated for Developed Non-Residential properties (33.33% of acreage $\times$ 5.0 EBU/acre), with the remaining $\frac{2}{3}$ rd of the parcel's acreage being excluded (treated similar the District's park facility, although this area is not part of the improvements being maintained by the District). Therefore, the 8.13 acre school site parcel shall be assigned 14.60 EBU ($[8.13 \text{ acres} \times 33.33\% = 2.92 \text{ applied acre}] \times 5.00 \text{ EBU/acre} = 14.60 \text{ EBU}$).

However, for calculation of the annual assessments each Fiscal Year, the Assessment Engineer shall apply to this parcel an EBU that best reflects the property's development status and proportional special benefit from the existing improvements and/or new improvements to be installed and accepted during the Fiscal Year. The Assessment Engineer may treat the parcel as a Vacant Undeveloped Property (assigned 1.00 EBU per acre or 2.92 EBU) or any proportional EBU up to the parcel's maximum EBU described above (14.60 EBU).

Planned Residential Development — This land use classification is defined as a parcel or group of parcels that may currently be identified as vacant undeveloped property but is zoned for residential use and the number of residential units to be developed on the property has been determined or identified as part of a Tentative Development Plan, Tentative Tract Map or Specific Plan.

For calculation of the annual assessments each Fiscal Year, the Assessment Engineer shall apply to such parcels an EBU that best reflects that parcel's proportional special benefit from the improvements and services provided as compared to other properties in the District and Zones based on the type and location of the improvements to be maintained, the proximity of the property to those improvements, and the development status of the property. Because these factors can vary from year to year and from parcel to parcel, the calculated EBU for each parcel originally balloted as Planned Residential Development parcel may be different utilizing either the acreage of the parcel or number of planned units. The Assessment Engineer may identify the parcel and treat the parcel as a Vacant Undeveloped Property (assigned 1.00 EBU per applied acre up to a maximum of 5.0 EBU; as an Undeveloped Residential Property (assigned 1.00 EBU per acre for the parcel's total acreage); or may temporarily identify the parcels as a Special Case

Parcel (refer to this land use classification below) assigning the parcel any proportional EBU up to the maximum EBU for which the property was ballot (1.0 EBU per single-family residential lot and 0.80 per multi-family residential unit).

It is anticipated that development of the properties within the District (specifically in Zone B) and installation of the improvements may be spread out over several years and as such, many of the parcels initially identified in the formation Engineer's Report as Planned Residential Development properties will likely be assigned a weighted special benefit per acre applicable to Vacant Undeveloped Property until the properties are developed or a substantial portion of the District improvements have been installed and accepted for maintenance.

Vacant Undeveloped Property — This land use classification includes undeveloped properties that are identified as parcels with no development including residential and non-residential properties, undeveloped school sites, and parcels that may currently be used for agricultural purposes. Although it is recognized that most of the improvements within the District will be constructed and accepted for maintenance in large part as properties are developed (Zone A parcels) and these developments will clearly receive a particular and distinct benefit (direct special benefit) from those improvements, it is also recognized that many of the various improvements proposed within the District such as the basins, the park, the development entryway landscaping and street lighting on the main collector streets are considered shared improvements that collectively support the overall development of properties within the District to their full and best use, including the vacant undeveloped properties. However, it is also recognized that internal (neighborhood) streetlights, some unit specific street landscaping and non-streetscape improvements within the District are in large part specifically related to the residential parcels that have an immediate utilization of those improvements and the special benefit costs associated with these neighborhood streetlights and landscape areas will likely be assessed primarily if not entirely to the properties which are developed or actively being developed. Likewise, most of the remaining landscaping and lighting improvements within the District will likely be installed and accepted for maintenance as properties are developed and those developing parcels clearly receive a proportionately greater benefit from those improvements than do the undeveloped properties.

Therefore, it has been determined that parcels identified as Vacant Undeveloped Property shall be assigned a proportional EBU that is 20% of that assigned to developed properties, which is 1.0 EBU per applied acre (20% of the 5.0 EBU per acre assigned to Developed Non-Residential properties), up to a maximum of 5 acres per parcel or 5.0 EBU per parcel. (e.g. a Vacant Undeveloped Property which is 7.00-acres would be assigned 5.00 EBU [5.0-acre maximum x 1.0 EBU/acre]).

Undeveloped Residential Property — This land use classification includes undeveloped properties that were originally identified as Planned Residential Development parcels, but have not yet been developed or subdivided, but are either adjacent to or in close proximity to improvements that will be maintained for the current Fiscal Year, and/or the property is actively being developed. While many of the improvements within the District will be constructed and accepted for maintenance in large part as properties are being subdivided or developed and those properties will clearly receive a particular and distinct benefit (direct special benefits) from those improvements, it is also recognized that certain improvements within the

District are installed in advance of property development that are considered shared improvements that collectively support the overall development of properties within the District and Zones to their full and best use, including the vacant undeveloped properties. However, it is also recognized that some of these shared improvements within the District have a more direct and particular benefit to those undeveloped properties directly adjacent to the improvements or in close proximity to those improvements than do the vacant undeveloped properties that are not actively being developed or are further from those shared improvements.

Therefore, it has been determined that parcels identified as Undeveloped Residential Property shall be assigned a proportional EBU that is 20% of that assigned to developed properties, which is 1.0 EBU per applied acre (20% of the 5.0 EBU per acre assigned to Developed Non-Residential property), but unlike parcels designated as Vacant Undeveloped Property, there is no acreage cap for the parcel. (e.g. an Undeveloped Residential Property which is 7.00-acres would be assigned 7.00 EBU [7.0 acres x 1.0 EBU/acre]).

Special Case Property — In many landscaping and lighting districts (particularly districts that have a wide range of land uses, phased developments, and/or diversity in the location and type of improvements) there may be one or more parcels to be assessed for which the standard land use classifications and proportionality identified above do not accurately identify the use and special benefit received from the improvements. Properties that are typically classified as Special Case Parcels usually involve partial or mixed use development of the property or development restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a portion of the parcel's total acreage is or can be developed. In such a case, the net acreage of the parcel would be utilized rather than the gross acreage of the parcel to calculate the parcel's proportional special benefit similar to how the Public School site parcel is treated. Each such parcel shall be addressed on a case-by-case basis by the Assessment Engineer and the EBU assigned to such parcels shall be based on the specific issues related to that parcel and its proportional special benefit compared to other properties that receive special benefits from the improvements.

Exempt — Within most districts, there are lots or parcels of land that do not receive a special benefit from the improvements provided (exempt from assessment), which may include, but is not limited to public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, public rights-of-way, or utility rights-of-way; common areas, bifurcated lots; sliver parcels or any other parcel that has little or no assessed value and cannot be developed independently; parcels that are part of the improvements being maintained by the District, or that the City has determined cannot be developed. These types of parcels are considered to receive no special benefit from the improvements and are therefore exempted from assessment and are assigned 0.00 EBU.

A summary of the Equivalent Benefit Units (EBUs) that may be applicable for various land use classifications within the District is shown in the following table:

Assessment Land Use	Equivalent Benefit Unit Formula
Single Family Residential	1.00 EBU per Unit
Multi-Family Residential	0.80 EBU per Unit
Developed Non-Residential	5.00 EBU per Acre
Public School Property	5.00 EBU per Adjusted Acreage
Planned Residential Development	1.00 EBU per Unit
Vacant Undeveloped Property	1.00 EBU per Acre (Maximum of 5 Acres)
Undeveloped Residential Property	1.00 EBU per Acre
Exempt	0.00 EBU per Acre
Special Case	Varied EBU per Applied Acres or Units

Equivalent Benefit Unit Summary

The following is a summary of the Equivalent Benefit Units applicable to the various land use classifications identified in each Zone:

Zone A

Assessment Land Use	Total Parcels	Applied Units	Applied Acreage	Equivalent Benefit Units (EBU)
Single Family Residential	44	44	0.00	44.00
Totals	44	44	0.00	44.00

Zone B

Assessment Land Use	Total Parcels	Applied Units	Applied Acreage	Equivalent Benefit Units (EBU)
Special Case Property ⁽¹⁾	1	211	2.92	225.60
Planned Residential Development	2	319	0.00	319.00
Exempt	2	0	7.98	0.00
Totals	5	530	10.90	544.60

District Total

Assessment Land Use	Total Parcels	Applied Units	Applied Acreage	Equivalent Benefit Units (EBU)
Single Family Residential	44	44	0.00	44.00
Special Case Property ⁽¹⁾	1	211	2.92	225.60
Planned Residential Development	2	319	0.00	319.00
Exempt	2	0	7.98	0.00
Totals	49	574	10.90	588.60

⁽¹⁾ Special Case Property includes vacant land planned for 211 residential units and a school site.

IV. ESTIMATE OF COSTS

A. CALCULATION OF ASSESSMENTS

An assessment amount per EBU in each Zone is calculated by:

Taking the “Total Annual Expenses” (Total budgeted costs) and subtracting the “Total General Benefit Expenses”, to establish the “Total Special Benefit Expenses”.

$$\text{Total Annual Expenses} - \text{General Benefit Expenses} = \text{Special Benefit Expenses}$$

To the resulting “Special Benefit Expenses”, various “Funding Adjustments/Contributions” may be applied that may include, but are not limited to:

- “Reserve Fund Collection/Transfer”, represents an amount of available existing funds from the “Operational Reserve Fund Balances” being applied to pay a portion of the Special Benefit Expenses for the Fiscal Year.
- “Revenue from Other Sources”, represents a further adjustment that addresses the funding gap between the amount budgeted to provide the improvements and services (“Special Benefit Expenses”) and the amount that will be collected through the assessments. This funding gap may be addressed by an additional City contribution, reductions in service and service expenses, or a combination of the two.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed “Balance to Levy”.

$$\text{Special Benefit Expenses} \pm \text{Funding Adjustments/Contributions} = \text{Balance to Levy}$$

The amount identified as the “Balance to Levy” is divided by the total number of EBUs of parcels that benefit to establish the “Assessment Rate” or “Assessment per EBU” for the Fiscal Year. This Rate is then applied back to each parcel’s individual EBU to calculate the parcel’s proportionate special benefit and assessment for the improvements.

$$\text{Balance to Levy} / \text{Total EBU} = \text{Assessment per EBU (Assessment Rate)}$$

$$\text{Assessment per EBU} \times \text{Parcel EBU} = \text{Parcel Assessment Amount}$$

B. DESCRIPTION OF BUDGET ITEMS

DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES:

Annual Lighting Operation and Maintenance Expenses — Includes the cost of maintenance, operation, and servicing of the District’s lighting improvements, which generally include the furnishing of labor, materials, equipment and electricity.

Landscape & Park Maintenance — Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Tree Maintenance — Includes the cost of the maintenance, operation, and servicing of the District's trees, including the furnishing of labor, materials, and equipment.

Landscaping Irrigation (Water, Electricity, Maintenance & Repair) — Includes the cost of water and electricity for irrigation systems, and maintenance and repair of irrigation systems.

Appurtenant Improvements or Services — Includes the cost of maintaining appurtenances.

REHABILITATION/RENOVATION FUNDING & CAPITAL EXPENDITURES:

Lighting Rehabilitation/Renovation Funding — Includes funds collected for future Lighting improvement rehabilitation/replacement projects.

Landscape Improvement Rehabilitation/Renovation Funding — Includes funds collected for future Landscaping improvement rehabilitation/renovation projects.

Planned Capital Expenditures — Includes funds used for Lighting and Landscaping improvement projects for the current Fiscal Year.

INCIDENTAL EXPENSES:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments.

County Administration Fee — The cost to the District for the County to collect assessments on the property tax bills.

GENERAL BENEFIT EXPENSES:

Lighting General Benefit – City Funded — The cost to fund the general benefit portion of the lighting improvements, which is not assessed.

Landscaping General Benefit – City Funded — The cost to fund the general benefit portion of the landscaping improvements, which is not assessed.

LEVY ADJUSTMENTS:

Reserve Fund Collection/(Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County typically provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the Fiscal Year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Revenue from Other Sources – Includes a credit for District interest earnings.

General Fund Loan Repayment/(Advances) — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current Fiscal Year.

DISTRICT STATISTICS:

Total Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed.

Total Assessed Acreage — The total acreage of parcels within the District that are assessed.

Total Equivalent Benefit Units (EBUs) — The typical single-family residential parcel is assigned one (1.0) Equivalent Benefit Unit. Every other land-use or property type is assigned EBUs based on an assessment formula that equates the property's specific development status, type of development (land-use), and size, to a typical single-family residential parcel.

Applied Levy per EBU — This amount represents the assessment rate being applied to each EBU. The Levy per EBU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Benefit Units to be assessed.

Maximum Levy per EBU — This amount represents the Maximum assessment rate being applied to each EBU. The Maximum Levy per EBU is the result of a 3.5% annual inflationary adjustment.

C. DISTRICT BUDGET

The following budget for the District and Zones is based on an estimate of the expenses necessary for the ongoing operation, maintenance and servicing of the District improvements for Fiscal Year 2025/2026.

BUDGET ITEMS	Lotus Ranch District Zone A	Lotus Ranch District Zone B	Total Budget
	Subdivided Phases	Un-Subdivided Phases	Fiscal Year 2025/2026
DIRECT ANNUAL MAINTENANCE & OPERATING EXPENSES			
Annual Lighting Maintenance and Operation Expenses	\$0	\$0	\$0
Landscape & Park Maintenance	\$6,351	\$0	\$6,351
Tree Maintenance	0	0	0
Landscape Irrigation (Water, Electricity, Maintenance & Repair)	0	0	0
Appurtenant Improvements on Services	0	0	0
Total Annual Landscaping Maintenance and Operation Expenses	\$6,351	\$0	\$6,351
Total Direct Annual Maintenance & Operating Expenses	\$6,351	\$0	\$6,351
REHABILITATION/RENOVATION FUNDING & CAPITAL EXPENDITURES			
Lighting Rehab/Renovation Funding	\$0	\$0	\$0
Landscape Improvement Rehab/Renovation Funding	0	0	0
Planned Capital Expenditure	0	0	0
Total Rehabilitation/Renovation Funding & Capital Expenditures	\$0	\$0	\$0
INCIDENTAL EXPENSES			
District Administration	\$6,971	\$0	\$6,971
County Administration Fee	29	0	29
Total Incidental Expenses	\$7,000	\$0	\$7,000
Total Annual Expenses	\$13,351	\$0	\$13,351
GENERAL BENEFIT EXPENSES			
Lighting General Benefit - City Funded	\$0	\$0	\$0
Landscaping General Benefit - City Funded	(670)	0	(670)
Total General Benefit - City Funded	(670)	\$0	(670)
Total Direct Annual Special Benefit Expenses	\$12,681	\$0	\$12,681
LEVY ADJUSTMENTS			
Reserve Fund Collection/(Transfer)	\$13,335	\$0	\$13,335
Revenue from Other Sources	0	0	0
General Fund Loan Repayment/(Advances)	0	0	0
Total Levy Adjustments	\$13,335	\$0	\$13,335
BALANCE TO LEVY *	\$26,015	\$0	\$26,015
DISTRICT STATISTICS			
Total Parcels	44	5	49
Assessed Parcels	44	0	44
Total Equivalent Benefit Units (EBUs)	44.00	544.60	588.60
Applied Levy per EBU	\$591.26	\$0.00	
Maximum Levy per EBU	\$591.27	\$591.27	
FUND BALANCE			
Beginning Projected Reserve Balance 07/01/2025	\$215	\$0	\$215
Collection/(Transfer)	13,335	0	13,335
General Fund Loan Repayment/(Advances)	0	0	0
Ending Projected Reserve Balance 06/30/2026	\$13,550	\$0	\$13,550

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. The Brown Act defines the terms "new or increased assessment" to exclude certain conditions. These certain conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed."

Recognizing that the cost of maintaining the improvements will increase over time due to inflation, the initial maximum assessment rates established at the time of formation of the District (Fiscal Year 2019/2020) for Zone A and Zone B, included a fixed 3.5% annual inflationary adjustment (Assessment Range Formula). This 3.5% annual adjustment provides for reasonable increases and inflationary adjustment to the initial maximum assessment rates approved by the property owners.

The Assessment Range Formula described herein does not mean that the annual assessments will necessarily increase each Fiscal Year, nor does it absolutely restrict the assessments to the adjustment maximum assessment amount. Although the maximum assessment rates that may be levied shall be adjusted (inflated) by 3.5% each year, the actual amount to be assessed will be based on the Balance to Levy for that Fiscal Year. If the calculated assessment is less than the adjusted maximum assessment, then the calculated assessment may be approved by the City Council for collection. If the calculated assessment (based on the proposed budget) is greater than the adjusted maximum assessment for that Fiscal Year, then the assessment would be considered an increased assessment and would require property owner approval through a protest ballot proceeding before imposing such an increase. Otherwise, it would be necessary to reduce the budget or provide a contribution from the City to reduce the Balance to Levy (amount to be assessed) to an amount that can be supported by an assessment rate less than or equal to the maximum assessment rate authorized for that Fiscal Year.

The Assessment Range Formula (3.5% annual adjustment) shall be applied to the maximum assessment rates for Zone A and Zone B, each Fiscal Year unless the City Council formally suspends its application.

Zone	FY 2024/2025 Maximum Assessment	Annual Percent (%) Increase	FY 2025/2026 Maximum Assessment Rate
Zone A	\$571.28	3.50%	\$591.27
Zone B	\$571.28	3.50%	\$591.27

D. HISTORICAL RATES

The following shows the applied rate and maximum assessment rate for each Fiscal Year since the formation of this District. The Maximum Assessment Rate for each Zone includes an inflationary adjustment as described above.

Fiscal Year	Zone A Applied Assessment Rate	Zone B Applied Assessment Rate	Zones A & B Maximum Assessment Rate
2019/20	\$0.00	\$0.00	\$481.00
2020/21	\$0.00	\$0.00	\$497.84
2021/22	\$0.00	\$0.00	\$515.26
2022/23	\$0.00	\$0.00	\$533.29
2023/24	\$0.00	\$0.00	\$551.96
2024/25	\$0.00	\$0.00	\$571.28
2025/26	\$591.26	\$0.00	\$591.27

E. CAPITAL IMPROVEMENT PLANS

There are no projects planned in the District at this time.

V. DISTRICT DIAGRAMS

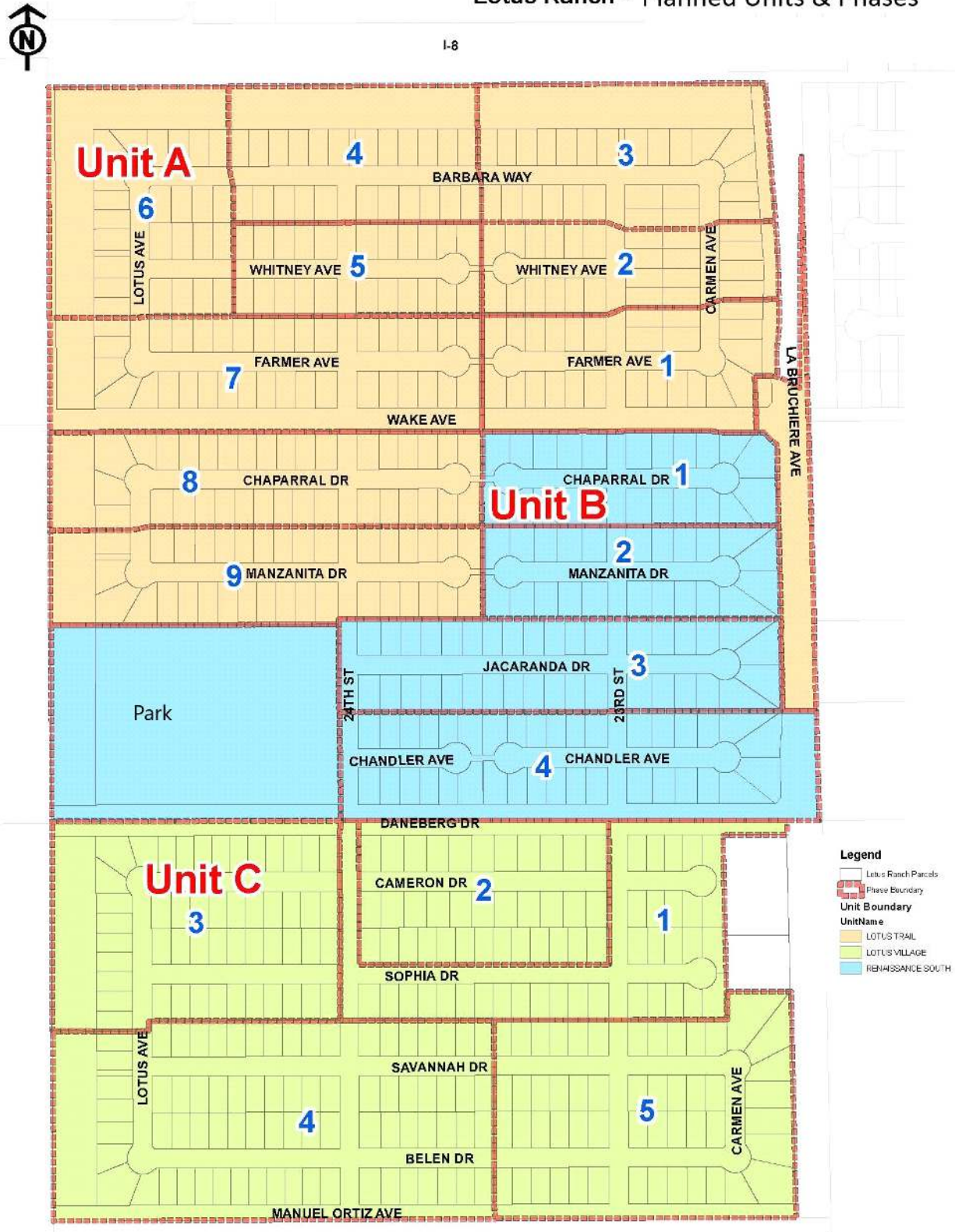
The lots and parcels of land within the Lotus Ranch Landscaping and Lighting District consist of the lots and parcels within the planned multi-phase residential development area identified in the Lotus Ranch Development located within the City of El Centro, south of Interstate 8 Freeway (Kumeyaay Highway), west of La Brucherie Road, and generally north of Manuel Ortiz Avenue and east of the Lotus Canal and Austin Road.

The District Diagrams provided on the following pages provide a visual depiction of the boundaries of the District and provide a visual depiction of the location and extent of the improvements to be maintained. The combination of these Diagrams and the Assessment Roll contained in Part VI of this Report constitutes the Assessment Diagram for this District and encompasses all the lots, parcels and subdivisions of land that receive or will receive a special benefit from the improvements to be provided in the District at the time this Report was prepared.

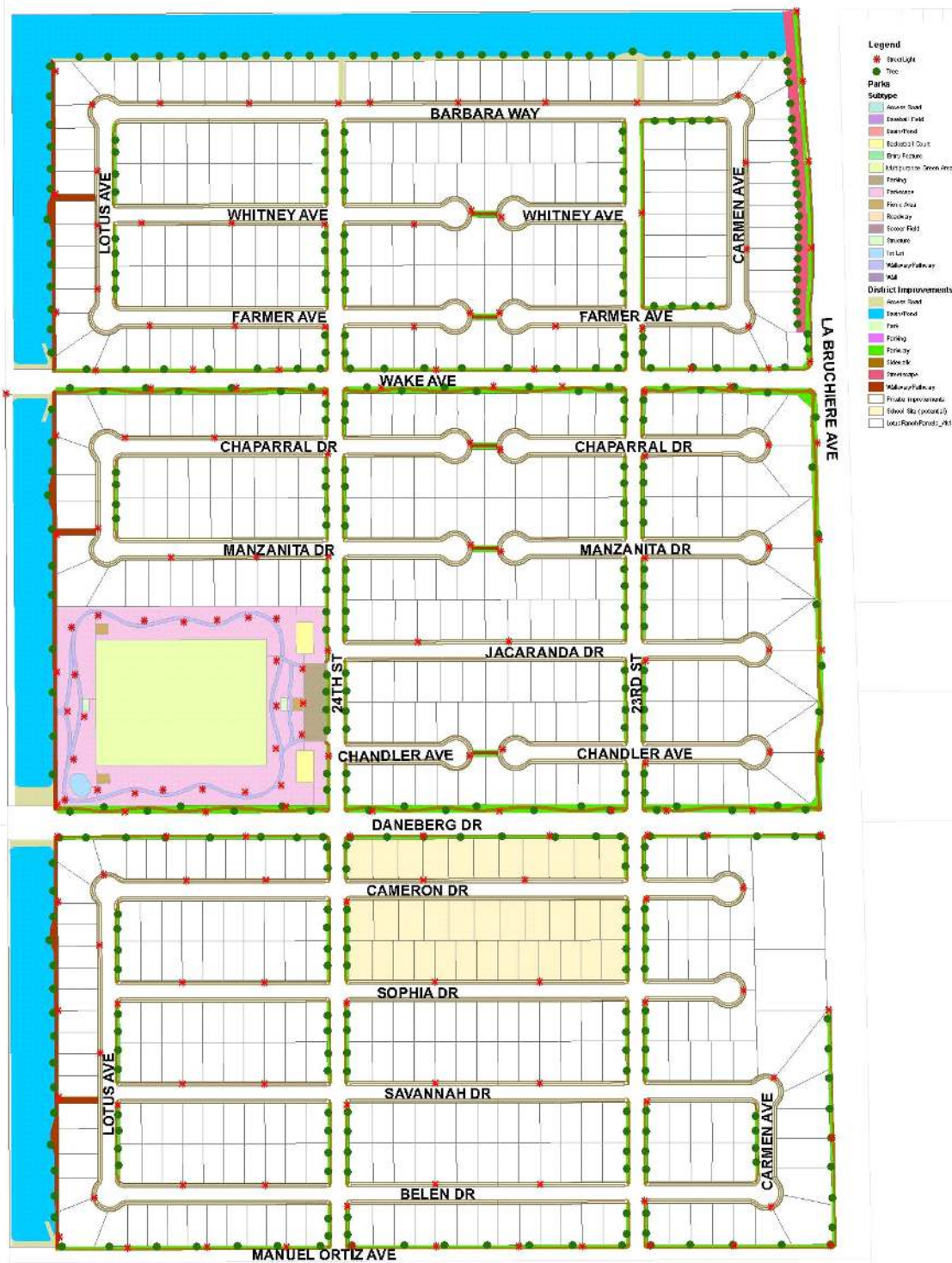
Reference is hereby made to the Imperial County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each parcel within the Lotus Ranch Landscaping and Lighting District including all subsequent subdivisions, lot-line adjustments, or parcel changes therein.

District Diagram - Planned Development (Phases)

Lotus Ranch - Planned Units & Phases



1-3



VI. 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District represents the parcels as shown on the Imperial County Secured Roll and reflective of the Assessor's Parcel Maps. A listing of the current parcels to be assessed within this District along with the assessment amounts is provided on the following page.

City of El Centro
Lotus Ranch Landscaping and Lighting District
Preliminary Assessment Roll
Fiscal Year 2025/26

APN	Situs Address	Zone	Land Use	EBU	Maximum Assessment	Charge
052-280-022-000	NO SITUS AVAILABLE	B	EXE	0.00	\$0.00	\$0.00
052-280-023-000	NO SITUS AVAILABLE	B	EXE	0.00	0.00	0.00
052-280-024-000	NO SITUS AVAILABLE	B	UND	37.00	21,877.06	0.00
052-280-026-000	NO SITUS AVAILABLE	B	UND	282.00	166,738.65	0.00
052-380-036-000	NO SITUS AVAILABLE	B	SPC	225.60	133,390.92	0.00
052-801-001-000	2214 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-002-000	2226 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-003-000	2242 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-004-000	2258 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-005-000	2280 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-006-000	2287 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-007-000	2263 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-008-000	2257 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-009-000	2243 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-010-000	2203 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-801-011-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-012-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-013-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-014-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-015-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-016-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-017-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-018-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-019-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-801-020-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-001-000	2085 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-002-000	2067 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-003-000	2041 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-004-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-005-000	2025 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-006-000	2013 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-007-000	2010 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-008-000	2024 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-009-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-010-000	2072 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-011-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-012-000	2094 CHAPARRAL DR	A	SFR	1.00	591.27	591.26
052-802-013-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-014-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-015-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-016-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-017-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-018-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-019-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-020-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-021-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-022-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-023-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
052-802-024-000	NO SITUS AVAILABLE	A	SFR	1.00	591.27	591.26
Total					\$348,022.58	\$26,015.44
Total Parcels						49
Charged Parcels						44

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO APPROVING THE ENGINEER'S REPORT
REGARDING LOTUS RANCH LANDSCAPING AND
LIGHTING DISTRICT; AND AUTHORIZING THE LEVY AND
COLLECTION OF ASSESSMENTS RELATED THERETO
COMMENCING IN FISCAL YEAR 2025-2026

WHEREAS, the City Council of the City of El Centro, California (hereinafter referred to as "City Council") did by previous Resolution order the Engineer to prepare and file a report in connection with Lotus Ranch Landscaping and Lighting District (hereafter referred to as the "District") and the proposed levy and collection of assessments related thereto for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the "Act") and the provisions of the California Constitution Article XIID; and

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collect the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of El Centro a report prepared in accordance with Article 4 of Chapter 1 and of the Act and the City Clerk has presented to the City Council such report entitled "Engineer's Report for the Lotus Ranch Landscaping and Lighting District, Fiscal Year 2025-2026" (hereafter referred to as the "Report") as prescribed by Chapter 3, Section 22623 of Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits to be received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City Council now desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining and servicing landscaping and street lighting improvements and appurtenant facilities located within the District, and for which assessed properties receive special benefit; and

WHEREAS, the City Council following notice duly given, has held a duly noticed, full and fair Public Hearing on June 3, 2025, regarding the District, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

NOW, THEREFORE, the City Council of the City of El Centro, California, does hereby resolve as follows:

1. That the preceding recitals are true and correct.
2. That the Report is hereby approved (as submitted or amended by direction of this City Council) and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

3. The City Council hereby finds and determines that:
 - i) the land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and
 - ii) the District includes all of the lands so specifically benefited; and
 - iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the fiscal year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.
4. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act.
5. The City Council hereby orders the proposed improvements to be made, which include but are not limited to: all landscaping material and facilities within the District. These improvements include by way of example turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (and perimeter landscaping) surrounding the developments.
6. The street lighting improvements may include but are not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with public street lighting within the residential subdivisions; and public street lighting, traffic signals and other public lighting facilities on the streets surrounding or adjacent to the developments and other public areas associated or necessary for development of properties within the District.
7. The City Clerk, or her designee, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to the Act.
8. That the County Auditor for the County of Imperial shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
9. The City Treasurer shall deposit the money representing assessments collected by the County for the District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in this Resolution.
10. The adoption of this Resolution is effective immediately and constitutes the District's levy for the fiscal year commencing July 1, 2025, and ending June 30, 2025.
11. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2025.

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25 - _____ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-23)

Item: 11.

Meeting: 6/3/2025 3:30 PM

Department: Public Works

Category: Resolution

Prepared by: Catherine Gutierrez,
P.W. Analyst

Department Head: Abraham Campos

DOC ID: 2025-23

City Vehicles Auction 2025.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING AND AUTHORIZING THE DISPOSAL OF OBSOLETE AND SURPLUS CITY PROPERTY BY AUCTION OR SALE

FISCAL IMPACT:

Small revenue to the General Fund and Enterprise funds by the sale of surplus property.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

N/A

BACKGROUND:

The Public Works Department is responsible for the maintenance of all City vehicles and disposing of vehicles once no longer needed for public purposes.

DISCUSSION:

The El Centro Public Works Department is currently in possession of vehicles and equipment from various departments all which are in various stages of disrepair, or have become obsolete. They have mechanical issues ranging from transmission repairs, electrical failures, and fluid leakages to name a few. Many of the vehicles do not meet current fuel and emission industry standards. Performing maintenance and repairs to these aging vehicles is cost prohibitive. The cost to repair the vehicle exceeds the value of the vehicle in many cases.

Many of these various vehicles and equipment were identified as eligible for replacement over the last budget cycle and have been replaced. The vehicles and equipment were purchased between 1992 and 2021 and are listed in Exhibit A.

Staff is requesting approval of the items listed in Exhibit A as surplus property in accordance with the provisions outlined in City Code Section 2-181 and 2-182 and direct the Public Works Director to auction, sale, or trade-in the vehicles or equipment in a manner that is most economically advantageous for the city.

To assist in the auction, the El Centro Public Works Department will list the vehicles on the GovDeals.com website to auction off miscellaneous property, including city vehicles and equipment. Public Works may solicit trade-in quotes for vehicles and equipment to offset

the purchase of new vehicles and equipment, or receive quotes for the purchase of equipment as scrap metal.

CONCLUSION:

APPROVE AND ADOPT RESOLUTION NO. 25- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO DECLARING AND AUTHORIZING THE DISPOSAL OF OBSOLETE AND SURPLUS CITY PROPERTY BY AUCTION OR SALE.

ATTACHMENTS:

1. Resolution - Final
2. Exhibit A

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CENTRO DECLARING AND AUTHORIZING THE DISPOSAL
OF OBSOLETE AND SURPLUS CITY PROPERTY BY
AUCTION OR SALE

WHEREAS, the City Council of the City of El Centro, California (the “City Council”) finds that the following property of the Public Works Department listed in Exhibit “A”, attached and incorporated, is no longer needed for the City of El Centro (the “City”) use; and

WHEREAS, the City Council finds that the property can no longer be used by the Public Works Department or by any other department within the City; and

WHEREAS, the City Council finds that property is surplus to the City’s needs; and

WHEREAS, the City Council finds that the property is valued \$50,000; and

WHEREAS, El Centro City Code Section 2-181 provides that the purchasing officer, may solicit and accept advantageous trade-in allowances for such City property when has been determined by the City Council to be no longer required for public use, and may award any bid to the bidder submitting the lowest net bid after deduction of such trade-in allowance; and

WHEREAS, El Centro City Code Section 2-182 provides that purchasing officer, Public Works Department or designee, with approval of the City Council, may sell any personal property at public auction; and

WHEREAS, the City Council further finds that the trade-in and/or sale of such surplus property is desirable and in the best interests of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS;

1. That the foregoing is true, correct, and adopted.
2. That the City Council does hereby authorize the Public Works Department or designee, to proceed with disposal of said surplus property in compliance with the provisions of City Code Sections 2-181 and Section 2-182.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the day of , 2025.

CITY OF EL CENTRO

By _____
Sonia Carter, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 25-_____ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By _____
Norma Wyles, City Clerk

**SURPLUS PROPERTY
CITY OF EL CENTRO PUBLIC WORKS YARD
307 W. Brighton Ave., El Centro, CA.**

Auc. #	Year	Make/ Model	Mileage	Lic.#	Vin# / Serial #	Unit
1	2010	FORD F-450 SUPER DUTY	69,350	1358176	1FD0X4GY8BEA91566	16
2	2010	FORD F-450 SUPER DUTY	69,284	1355835	1FD0X4GY3BEB1305	17
3	2009	FORD F-150	78,576	1252136	1FTRX12829KC17644	20
4	2014	FREIGHTLINE M2106	55,977		3ALACXDT7EDFS3806	22
5	2011	FORD RANGER	80,912	1350923	1FTKR1ED2BPP10638	21
6	-	CATERPILLAR 916 LOADER	4796 hrs	368581	5KCOI897	85
7	2006	CHEVROLET SILVERADO	55,977	1246222	1GBHC24UX7E120490	107
8	2006	CASE BACKHOE 580 SUPER M+	5687 hrs	1286244	N6C415145	152
9	1992	CATERPILLAR BACKHOE LOADER	4866 hrs	N/A	5BLO2544	163
10	2013	CHEVROLET 2500 HD	49,251	1307534	1GB0CVCG8DF163404	342
11	NONE	CASE 95XT	N/A	N/A	JAF0257412	350
12	2005	FORD RANGER	105,446	1173647	1FTYR14E95PA58594	365
13	2006	CHEVROLET SILVERADO	91,764	1222184	3GCEC14V86G254648	370
14	2006	FORD F-150	109,043	1218124	1FTRX12W86FA18553	550
15	2009	FORD CROWN VICTORIA	77,595	1252079	2FAHP71V99X121650	D090
16	2011	CHEVROLET IMPALA	81,529	1307499	2G1WA5EK1BA327778	D112
17	2020	WEILER TT250	N/A	N/A	1W9CT211Ik598442	NONE
18	2021	BENDPAK 4-POST CAR LIFT	N/A	N/A	CMXDWA3500/YBZ6-EZ-1FHA/A	NONE
19	2012	CHEVROLET CAPRISE	UNKNOWN	1393153	6GIMK5U26DL817509	P130
20	2012	CHEVROLET CAPRISE	UNKNOWN	1393150	6G1MK5U20DL16534	P133
21	2016	FORD EXPLORER	120,762	1465456	1FM5K8ARXFG68252	P157
22	2016	FORD EXPLORER	121,061	1465458	AFM5K8ARXFG68250	P158
23	2016	FORD EXPLORER	UNKNOWN	1471552	1FM5K8AR1GGA96889	P162
24	2016	FORD EXPLORER	93,841	1471550	1FM5K8AR1GGA96892	P165



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-169)

Item: 12.

Meeting: 6/3/2025 3:30 PM

Department: Community Services

Category: Action Item

Prepared by: Javier Villaverde, Parks
Supervisor

Department Head: Adriana Nava

DOC ID: 2025-169

Approve plans and specifications for the Frazier Field Improvements Project and authorize soliciting of bids.

CITY MANAGER'S RECOMMENDATION:

Approve plans and specifications for the Frazier Field Improvements Project and authorize the soliciting of bids.

FISCAL IMPACT:

The estimated project costs are \$660,000 and will be paid for with Measure P (\$385,000) and CDBG (\$277,576) Funds.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Recreation & Lifelong Learning

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

The due diligence process will be completed prior to award of project.

BACKGROUND:

Frazier Field Park serves as the home of District 22 El Centro Little League and features four ball fields, a snack bar, restrooms, and a parking lot. Two fields are located at the front of the park along Sixth Street, while the remaining two are situated at the rear, adjacent to McKinley Elementary School. The facility is managed through a Joint Use Agreement between the City of El Centro and the El Centro Elementary School District. The front portion of the park is City-owned, while the rear portion is owned by the School District.

Over the years, only minor upgrades have been made to the facility, and many of the core features—including the ball fields, dugouts, backstops, lighting, and scoreboards—are in need of significant improvements. Additionally, the facility lacks an ADA-accessible walkway connecting to the rear fields, limiting accessibility for all residents.

Recently, some improvements have been completed, including renovations to the snack bar and restrooms. Upgrades to the snack bar include new doors, light fixtures, shelving, a new air conditioning unit, and updated service windows. Restroom enhancements included fresh paint, new light fixtures, and replacement doors.

With the current funding available, most of the park's amenities will be upgraded, with the exception of field lighting. The estimated cost to install new LED lighting throughout the facility is approximately \$1.4 million. Despite this limitation, the planned improvements will ensure that Frazier Field Park remains a valuable community asset for years to come.

DISCUSSION:

Frazier Field Park is in critical need of upgrades to better serve the community and the local Little League program, which relies heavily on the facility. The proposed scope of work for the Frazier Field Improvements Project includes several key enhancements aimed at improving accessibility, safety, and overall user experience.

Two new batting cages will be constructed in the central area between the four ball fields. To improve accessibility, a six-foot-wide ADA-compliant walkway will be installed, extending from the park's front entrance to the two rear fields. On front fields #1 and #2, new scoreboards will be installed to replace the current non-functional units. The dugouts will also be renovated, and new picnic tables and benches will be added near the snack bar area to enhance spectator and participant comfort.

For the back fields (#3 and #4), the project includes the construction of new backstops and dugouts to ensure player safety and improve the facility's aesthetics. These improvements will significantly enhance the park's functionality and ensure Frazier Field remains a valued recreational asset for the El Centro community.

CONCLUSION:

Staff recommends that the City Council approve the plans and specifications for the Frazier Field Project and authorize the Community Services Department to solicit bids.

ATTACHMENTS:

1. Bid Docs - Frazier Field Improvements Project
2. Frazier Field Improvements Full Set



REQUEST FOR BIDS

City of El Centro

Frazier Field Improvements
Project

PROJECT MANUAL
PROJECT CODE

May 2025

CITY OF EL CENTRO
STATE OF CALIFORNIA

FRAZIER FIELD IMPROVEMENTS PROJECT
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CITY OF EL CENTRO
STATE OF CALIFORNIA

FRAZIER FIELD IMPROVEMENTS PROJECT
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INVITATION FOR BIDS

1. GENERAL INFORMATION

The City of El Centro (“the City”) is inviting bids for the Frazier Field Improvements Project located at 1150 N. 6th Street, El Centro, California.

2. SCOPE OF WORK

The work involves all site work as marked on the approved set of plans to renovate existing baseball fields at Frazier Field located at 1150 N. 6th Street. The work involves demolition, concrete flat work, electrical, fencing and dugout renovations.

3. PROJECT SCHEDULE

To be completed within ninety (90) calendar days after the issuance of a Notice to Proceed. All days set out in this Bid Packet are calendar days unless otherwise specified.

4. PROPOSAL REQUIREMENTS

SEALED PROPOSALS will be accepted at the Office of the City Clerk, City Hall, 1275 Main Street, El Centro, California until **2:00 PM** local time on _____, **2025**, at which time all proposals will be publicly opened and read aloud.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No emailed bids will be accepted.

Questions may be submitted until 10 days before bid opening via email through Planetbids.com. Any responses will be posted as an addenda to the bid documents. No oral responses will be given.

PLANS & SPECIFICATIONS:

Copies of plans and specifications (bid book) may be obtained at Planetbids.com via the City of El Centro website www.cityofelcentro.org.

Bidders are also responsible for checking the City’s website at **www.cityofelcentro.org** for any addenda that may be posted.

MANDATORY PRE-BID MEETING: Bidders are required to attend a pre-bid meeting which will be conducted by the City’s Construction Manager at **10 a.m. on _____, 2025**. The meeting will be held at the City’s Community Services Department Conference Room located at **1249 Main Street in El Centro**. The object of the meeting is to acquaint bidders with the site conditions and mandatory bidding requirements. At that meeting the City’s Equal Opportunity Program goals and reporting procedures will be discussed.

No bid will be received unless it is made on the prescribed bid form furnished by the City. Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of El Centro for an amount equal to at least ten percent (10%) of the bid. Such guaranty will be forfeited should the bidder to whom the contract is awarded fail to enter the contract. All guaranties are to be returned after the contract is awarded.

In addition to the required documents listed on page 4, the bid may be considered incomplete and be disqualified if any of the following information is not provided.

1. On the bid form(s), the unit price items must be written in figures and total contract price must be written in words and figures. The words and figures shall appear on the blank spaces provided.
2. On pages 23-24 the Subcontractor's Listing shall be completed. If no subcontractor will be used, indicate an "X" mark on the space provided for "No subcontractor."

The contractor shall possess a **Class A or B** license at the time this contract is awarded.

Prevailing Wage Rates:

The salary and wage for any classification shall be the higher of the current applicable State of California or Federal wage rates.

In accordance with the provisions of Labor Code §§1770 to 1781 as duly enacted by the State of California, the City Council has ascertained the general prevailing rate of wages applicable to the work to be done as those shown in the specifications of the work. Information on the current state prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, 45 Fremont Street, Suite 1160, San Francisco, California, 94105, (415) 972-8628 or from the California Department of Industrial Relations' internet website at <http://www.dir.ca.gov>.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other

classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

All bids are to be compared on the basis of the Engineer estimate of the quantities of work to be done. A bid will only be accepted from a contractor who is licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California as amended.

Liquidated damages:

As set out in Section XVI of the Construction Services Agreement, CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor and Subcontractor Registration with Department of Industrial Relations.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code §4104, or engage in the performance of any contract for public work, as that term is defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5. It is not a violation of Labor Code §1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code §7029.1 or by Public Contract Code §§ 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code §1725.5 at the time the contract is awarded. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's and all subcontractor's current registration to perform public work pursuant to Labor Code §1725.5.

AWARD BASIS: The contract will be awarded based on the lowest responsive and responsible base bid as shown in the bid proposal form. See bid proposal form for further clarification.

Special attention of all prospective bidders is called to "Proposal Requirements and General Conditions" annexed to the blank form of the proposal for full directions as to bidding, etc.

If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, the contractor shall submit satisfactory, documentary proof that the person(s) executing said contract on the behalf of said corporation has authority to do so.

Pursuant to California Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld by the City. Refer to section 1-23 of the General Conditions for further information.

THIS PROJECT IS FUNDED WITH Community Development Block Grant (CDBG) FUNDS

AND THUS IS SUBJECT TO ADDITIONAL STATE AND FEDERAL REQUIREMENTS

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City.

DATE: _____

CITY OF EL CENTRO, CALIFORNIA

Norma Wyles, City Clerk

END OF INVITATIONS FOR BIDS

REQUIRED DOCUMENTS

The following is a list of documents to be submitted as part of the bid packet. Proposals not containing the following documents may? Will? be considered incomplete and are subject to rejection.

- Proposal/Bid Form
- Bid Bond
- Proposal Agreement
- Workers' Compensation Certificate
- Drug/Alcohol Testing Requirements
- Noncollusion Affidavit
- Subcontractor's Listing
- Corporate Certification Partnership Information
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Section 3 – Affirmative Action Plan
- Section 3 – Assurance
- Section 3 – Estimated Project Workforce Breakdown
- Section 3 – Proposed Contracts/Subcontracts Breakdown
- Notice of Requirement for Affirmative Action to Ensure Equal Opportunity
- Minority/Women's Business Enterprises Construction Projects
- Contract/Subcontract Certification Concerning State Labor Standards and Prevailing Wages

If the bidder is unable to achieve attainment of Section 3, Minority Business Enterprise or Women's Business Enterprise firms, then documentation of a good faith effort will be required to be submitted upon request of the City.

PROPOSAL REQUIREMENTS

1. Examination of Plans, Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, special provisions and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.
2. Bid Form: All proposals must be made on the bid forms to be obtained from the Community Services Department at 1249 West Main Street, El Centro, CA. All bids must give the prices proposed both in writing and figures and must be signed by the bidder with the bidder's business address.

If the bid is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, then the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, then the bid must show the name of the State under the laws of which the corporation is chartered and the name, titles and business addresses of the President, Secretary and Treasurer. A certification by the legal representative of the firm must be included in the bid.

3. Rejection of Bid Containing Alterations, Erasures or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
4. The Bid may be withdrawn upon request by the bidder without prejudice prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or the bidders duly authorized representative and is filed with the City Clerk in a timely manner.

4.1 Omissions and Discrepancies: If the bidder finds discrepancies in or omissions on the drawings, or any other contract documents or if bidder is in doubt as to their meaning, the bidder must at once notify the Director of Community Services who may send a written instruction to all bidders. Discrepancies or omissions raised after the award of bid are not a basis for relief of the bidder.

4.2 Interpretations and Addenda: No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Community Services Director.

4.3 The City reserves the right to reject any or all bids.

5. Bidder's Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bid bond made payable to the

City of El Centro for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bid bond is enclosed therewith.

5.1 Return of Bid Guaranty: Within ten (10) days after the award of the contract by the City Council, the City will return the bid guaranties accompanying the bids which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.

5.2 Execution of Contract: The contract and contract documents shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice the contract has been awarded by the City Council. No bid shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

5.3 Sureties: The successful bidder shall also promptly secure with a responsible corporate surety or corporate sureties bonds in the form set out in this Request for Bids conditioned upon faithful performance by the said bidder of all the requirements under the contract and upon the payment of claims of any material men and laborers thereunder.

6. Award of Contract: The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose bid complies with all the requirements prescribed. The lowest bid shall be the lowest base bid price on the base contract and those additive or deductive items that are specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. The award, if made, will be made within sixty (60) calendar days after the opening of the proposals. All bids will be compared on the basis of the Engineer 's estimate of quantities of work to be done.
7. Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the Director of Public Works or his agents.
8. Removal of Defective and Unauthorized Work: All work which is defective in its construction or deficient in any of the requirements of these specifications, special provisions or plans shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the Community Services Director, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.
9. Upon failure on the part of the Contractor to comply with any order of the Community Services Director made under these provisions, the Community Services Director shall be

the authority to cause defective work to be removed and to deduct the costs thereof from any monies due or to become due to the Contractor.

10. Final Inspection: Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean up performed, the Community Services Director will make the final inspection at the site.
11. Amount of Bonds: The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the contract price.

The bond for material men and laborers shall be in an amount equal to not less than one hundred percent (100%) of the contract price.

The forms of bonds required is attached to the form of contract below.

Payment and performance bonds shall be executed by a California-admitted surety insurer with a minimum A. M. Best Company rating of A+, Class VII.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient or the City Council has cause to believe such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the contractor or any assignee of the contractor until such further bond or bonds or additional surety has been furnished.

12. Compliance with Laws and Regulations: No proposal for work will be accepted from a contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, as that may be amended from time to time. The contractor awarded the contract shall also submit the Contractor's Certification of Qualifications for License Classification contained in these contract documents along with the submission of the executed contract and acceptable sureties. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.
13. PREVAILING WAGES: In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of the City of El Centro has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates." Please note that federal prevailing wage requirements also apply.
14. Filing of Bid Protests: By submitting a Bid, each Bidder hereby agrees and understands that the Bidder must comply with these protest procedures and exhaust all administrative

remedies set forth herein prior to the initiation of any type of related legal action. With the express written consent of the City, and subject to the requirements of applicable law, this protest procedure can also be used to resolve issues surrounding the City's determination of a Bidder as not responsible. The following terms as used in this Section shall have the following meanings:

“Protest” shall mean a written objection by an interested party or affected party to (i) the provisions, requirements or specifications contained in the Notice to Bidders or any portion of the documents accompanying that notice; or (ii) the proposed award recommendation.

A. Solicitation Phase Protest. The purpose of the solicitation is to obtain competitive Bids from Bidders. Any Bidder who has submitted a bid and who believes that a free and open competition has not taken place or that a particular specification or requirement is impractical, unduly restrictive, or ambiguous may advise the City of its concerns by submitting a detailed Solicitation Protest Statement in accordance with the requirements set forth below in this Section A. The Protest does not replace the requirement to report irregularities in the bid documents.

(1) Contents and Requirements

A solicitation protest must be submitted to the contact named in the bid documents by personal delivery or email by close of business at least fifteen (15) calendar days prior to the Bid due date, and must contain all of the following to be considered:

- a) The name, address, and telephone number of the protestor; and
- b) The Project Name and Project Number; and
- c) A detailed statement setting forth the grounds for protest, which shall include all the factual and legal documentation in support of the protest in sufficient detail to establish the merits of the protest; and
- d) The desired resolution to the protest.

If the submitted protest does not comply with the requirements set forth herein, then it will not be considered for evaluation and will be returned to the protestor. Any grounds for protest not raised are waived. The protest may not be amended after filing. The protest is a public document.

(2) Evaluation and Determination

No hearing will be held on the protest. The Community Services Director will review the protest and any supporting material and conduct an investigation of the facts. He/she may, but need not, request other Bidders to submit statements or arguments regarding the protest and may discuss the protest with the protestor.

The Community Services Director shall issue a final written decision regarding any solicitation protest to each Bidder prior to Bid opening. The written decision will cite any actions that will or will not be taken in response to the protest. That decision shall be final, and there shall

be no further administrative recourse.

B. Protest of Award

(1) Contents and Requirements

Following the opening of the Bids, any unsuccessful Bidder may protest City's proposed award of the Contract by submitting a protest to the Community Services Director no later than close of business on the on the fifth business day after the bid opening. That protest must be in writing, submitted in a timely manner, signed by the protesting Bidder, must and contain all of the following to be considered:

- a) The name, address and telephone number of the protestor; and
- b) The Project Name and Project Number; and
- c) The City action or recommendation that is being protested;
- d) A detailed statement setting forth every ground, reason, legal authority and facts in support of the protest, including all documents and evidence including specific references to parts of the bid documents; and
- e) A clear statement of the relief request.

A protest does not comply with the requirements set forth herein will be returned to the protestor. The protest shall not be amended after filing. Any grounds for protest not raised are waived. The protest is a public document.

The City will notify the affected parties when a protest has been submitted, and will provide copies of the protest to the affected parties as soon as is reasonably practical.

(2) Evaluation and Determination

The challenged bidder or any other bidder may file responsive statements in support of or in opposition to the protest within three (3) business days after the receipt of the protest from City. The Community Services Director shall review the facts and all submittals relative to the protest and shall issue a written decision setting forth the basis for such decision. The written decision will be provided to the protestor and to all other bidders.

Unless otherwise required by law, no hearing shall be provided. In the event a hearing is conducted, the Community Services Director shall issue written notice to the protestor and affected parties identifying the date and time for the hearing, along with rules concerning the hearing.

C. Delay in Award

Execution of any proposed contract shall be delayed pending the resolution of the protest unless one or more of the following conditions is present:

1. The items or services being procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make a prompt award will otherwise cause undue harm to City.

D. No Limitation on Remedies

Nothing contained herein shall be construed to act as a limitation on City's choice of remedies or confer any right upon any interested party or affected party to a remedy.

E. Basis for Choice of Remedy

In determining the appropriate remedy, the City shall consider all the circumstances surrounding the notice of bids and/or award, including, but not limited to:

1. The seriousness of any deficiency found to exist in the contracting process;
2. The effect of the action on the competitive process;
3. Any urgency surrounding the requirement to enter into a contract; and
4. The effect that implementing the remedy will have on the City.

F. Remedies

If the City determines that the award or proposed award was not made in accordance with applicable statutes, regulations, policies and/or procedures, the City, in its sole discretion, may grant any of the following remedies or any other remedy it deems appropriate:

1. Prior to award, City may issue a new solicitation, make a new selection/award recommendation, or award the contract consistent with applicable statutes, regulations, policies and procedures;
2. In its sole discretion, take no further action; or
3. Take any other action that is permitted by law to promote compliance.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF PROPOSAL REQUIREMENTS

CITY OF EL CENTRO EQUAL OPPORTUNITY

The Civil Rights, Housing and Community Development and Age Discrimination Acts Assurances:

During the performance of this contract, the City of El Centro assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, gender, age, disability, religion, familial status or religious preference, under any grant activity funded by Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

Rehabilitation Act of 1973 and the “504 Coordinator”

The City of El Centro further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local law enforcement of this Act, as the “504 Coordinator.”

The Training Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliances:

1. The grant activity to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The City of El Centro will include these Section 3 clauses in every contract and subcontract for work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the City of El Centro or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the City of El Centro or contractor or

subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided to the grant activity, binding upon the City of El Centro, its successors, and assigns. Failure to fulfill these requirements shall subject the City of El Centro, its contractors, subcontractors, successors and assigns to those sanctions specified by the contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Americans with Disabilities Act (ADA) of 1990

By signing this contract, the City of El Centro assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assurances of Compliance with Requirements Placed on Construction Contract of Ten Thousand Dollars (\$10,000) or more.

The City of El Centro hereby agrees to place in every contract and subcontract for construction exceeding ten thousand dollars (\$10,000) the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity and the Construction Contract Specifications. The City of El Centro furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

PROPOSAL BID FORM

TO THE CITY OF EL CENTRO:

The undersigned hereby declares that he/she has carefully examined the location of the proposed work that he/she has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and labor and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

ITEM NO.	APPROXIMATE QUANTITY	UNIT	ITEM W/ UNIT PRICE (WRITTEN IN WORDS)	PRICE (NUMBERS ONLY)	TOTAL (NUMBERS ONLY)
1.	1	LS	Mobilization/Bonds		
2.	1	LS	Demolition		
4.	1	LS	Concrete Flatwork		
5.	1	LS	Dugouts Field 1		
6.	1	LS	Dugouts Fields 2, 3 and 4		
7.	1	LS	Backstops Fields 3 and 4		
8.	1	LS	Scoreboards		
9.	1	LS	Electrical		
10.	1	LS	Flag Pole		
11.	1	LS	Picnic Tables and Benches		

FRAZIER FIELD IMPROVEMENTS PROJECT / El Centro, CA

For the total sum of:

_____ Dollars

(\$ _____), hereinafter called Base Bid Price _____

AWARD BASIS: The contract will be awarded based on the lowest responsive and responsible Base Bid Price as shown on Proposal Bid Form.

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:

None _____; No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____; No. 5 _____

2.00 – The undersign hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

3.00 – The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm:

Address of firm: _____

Telephone Number: () _____ Fax Number: () _____

Contractor's License Type:
Number: _____

Signed: _____ Date: _____

END OF PROPOSAL/BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____, hereinafter called Surety, are jointly and severally held and firmly bound unto the City of El Centro, hereinafter called Owner, in the penal sum of _____ dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is herewith submitting a bid for the work entitled "Frazier Field Improvements Project."

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the bid enters into, executes and delivers to owner an agreement in the form provided herewith, and if Principal within the time specified in the bid gives to the owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to owner said agreement in the time stated in the bid or should fail or refuse to furnish performance bond and payment bond in the time stated in the bid, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND, IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind of nature whatsoever that will not discharge, Principal shall operate as a release of liability of Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this _____ day of _____, 202__.

BY:

BY:

Insurance companies A.M. Best Company identifying number: _____

END OF BID BOND

PROPOSAL AGREEMENT

The undersigned agrees that this bid may not be withdrawn within a period of ninety (90) calendar days from the opening thereof, and further agrees that in case of default in executing the required contract with necessary bonds with the ten (10) calendar days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of El Centro, California.

The certified or cashier's check, cash deposit or bid bond accompanying this proposal is in the amount of ten percent (10%) or more of the aggregate amount of this bid.

The undersigned is licensed in accordance with the Laws of the State of California.

License Number: _____ Class: _____

Registration Number: _____

Company

Business Address

Telephone Number

Fax Number

Signature Bidder

Date

END OF PROPOSAL

**CITY OF EL CENTRO
CONSTRUCTION SERVICES AGREEMENT**

This CONSTRUCTION SERVICES AGREEMENT Agreement'), is made and effective ____

_____, 2025, by and between the City of El Centro, a municipal corporation ("CITY"), and _____, a California Corporation/_____ ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Work as indicated in the Construction Plans and incorporated herein by this reference. Furthermore, CONTRACTOR shall perform the Work in accordance with the Payment Schedule outlined in Sections 1-23, 1-24, 1-25 and 1-26 of the General Conditions and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

C. All days set out here are calendar days unless otherwise specified.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall commence within ten (10) calendar days after receiving a written Notice to Proceed from the CITY. The Project shall be completed within 120 consecutive calendar days unless earlier terminated or extended as provided in Article X.

III. THE CONTRACT SUM

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to all obligations for CONTRACTOR's costs and profit), shall be _____ dollars (\$) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases! materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

IV. PROGRESS PAYMENTS

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in

Article 6 below, CITY shall pay CONTRACTOR in accordance with Sections 1-23, 1-24, 1-25 and 1-26 of the General Conditions.

B. CONTRACTOR shall submit invoices monthly during the term of this Agreement, based on the cost for services performed prior to the Invoice date. Invoices shall contain the following:

- Serial identification of progress bills: i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due the current period, the balance available under the Agreement and the percentage of completion;
- At CITY's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, and/ or a brief description of the work; and
- The CONTRACTOR's signature.

C. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed and may retain 5% of such amount. Notwithstanding, Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public Agency to ensure performance under a contract, at the request and expense of the CONTRACTOR until completion of the term of the contract.

D. **Final Payment** CITY shall pay the last 5% of the total sum due pursuant to this Agreement within thirty -five (35) days after written acceptance of all satisfactory work under this Agreement (which may be indicated by a Notice of Completion) or as otherwise agreed with the Contractor.

E. **Contractor Claims** Any Contractor claims under this Agreement are subject to the provisions of Public Contract Code Section 9204, attached and incorporated here as Exhibit "A".

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels' fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment

rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

In accordance with the provisions of Labor Code §§1770 to 1781 as duly enacted by the State of California, the City Council has ascertained the general prevailing rate of wages applicable to the work to be done as those shown in the specifications of the work. Information on the current state prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, 45 Fremont Street, Suite 1160, San Francisco, California, 94105, (415) 972-8628 or from the California Department of Industrial Relations' internet website at <http://www.dir.ca.gov>.

California wage rates for this Project shall be in accordance with the 11 General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site. Statutory provisions for penalties for failure to pay prevailing wages or to comply with State wage and hour laws will be enforced.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 - Travel and Subsistence Pay
2. Section 1774 - Prevailing Wage Requirement
3. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 - Payroll Records (as applicable)
5. Section 1777.4 - Apprenticeship Requirements
6. Section 1777.5 - Apprenticeship Requirements
7. Sections 1810 and 1811 - Working Hour Restrictions
8. Section 1813 - Penalty for Failure to Pay Overtime
9. Section 1815 - Overtime Rate Requirement

VII. RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

VIII. CERTIFICATIONS

At the time of commencing work and throughout the Project duration, CONTRACTOR shall be in possession of a valid California State Contractor's License with the following classifications: [Class A or B License]

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is _____, is authorized to act for and bind the corporation.

IX. BONDING REQUIREMENTS

CONTRACTOR shall deliver to the CITY two fully executed, identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the forms provided by City. Each bond shall be for one hundred percent (100%) of the Contract Price. The surety insurer shall be admitted to transact surety business in the State of California, in accordance with Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. Failure to furnish a bond within the time requirements may result in the forfeiture of the Bid Guarantee at the sole discretion of City.

X. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three

(3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment

thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

XI. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until CONTRACTOR has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to DISRICT. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by CONTRACTOR and available or applicable under this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to CITY.

General liability insurance CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Umbrella or excess liability insurance. At City's request, Contractor shall obtain and maintain an umbrella or excess liability insurance policy that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall follow form to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

a. Proof of insurance CONTRACTOR shall provide endorsed certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

b. Duration of coverage CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR

must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

- c. **Primary/noncontributing** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- d. **CITY's rights of enforcement** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- e. **Acceptable insurers** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- f. **Waiver of subrogation** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub consultants.
- g. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- h. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- i. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- j. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- k. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- l. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- m. **Pass through clause.** CONTRACTOR agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- n. **CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- o. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- p. **Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

q. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

r. Claims-made limitations. The following provisions shall apply if any of the required policies are written on a claims-made basis:

- i. The retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The CITY shall have the right to exercise, at the CONSULTANT'S sole cost and expense, any extended reporting provisions of the policy, if the CONSULTANT cancels or does not renew the coverage.
- iv. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

XII. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 or as otherwise provided by the DIR.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

If CONTRACTOR is not required to register with the Department of Industrial Relations due to the Small Project Exemption, Effective July 1, 2017, CONTRACTOR is still required to maintain certified payroll records on a continuous basis and provide them to the Labor

Commissioner's Office upon request. Certified payroll records will be provided by CONTRACTOR to CITY upon request.

XIII. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not currently inserted then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

Clayton and Cartwright Acts: The CONTRACTOR and any and all subcontractors offer and agree to assign to the CITY all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Profession Code) arising from purchases of goods, services or materials pursuant to the public works contract or any subcontract.

Trenching: For any jobs involving trenching more than four (4) feet deep, the CONTRACTOR shall notify the CITY of hazardous materials, subsurface or latent physical site conditions different from those indicated in information about the site made available to bidders, as well as unusual site conditions and the CITY shall investigate those as required by Public Contracts Code Section 7104

XIV. SUBSURFACE HAZARDOUS MATERIALS

A In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class 11 or Class 111 disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR

whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties

XV. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the CITY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the CITY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the CITY's ability to seek other damages.

XVI. COMPONENT PARTS OF THE CONTRACT

A. The complete Agreement shall consist of the following component parts, to-wit: This Agreement; Amendments or Change Orders, if any; Addenda, if any; the solicitation and the accepted CONTRACTOR's bid proposal, dated _____, 2025, including all required attached documents; each of the component parts of the "PARKS DIVISION YARD IMPROVEMENTS PROJECT", dated _____, 2025; and any and all attachments to this Agreement.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement

Documents, the following shall take precedence:

- (a) Change Orders/ Amendments/ Modifications;
- (b) this Agreement;
- (c) the accepted CONTRACTOR's bid/proposal;
- (d) Addenda, if any; and
- (e) the solicitation, dated _____, 2025.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

D All days set out here shall be calendar days unless otherwise specified.

XVII. ENTIRE CONTRACT

This Contract constitutes the entire contract of the parties. No other Contracts or contracts, whether oral or written, pertaining to the work to be performed, exist between the parties. This Contract can be modified only by an amendment in writing, signed by both parties. No waiver of any term or condition of this Agreement shall be a continued waiver thereof.

(Signatures on next page)

CONTRACTOR

By: _____

Title: _____

Date: _____

CITY

City of El Centro

By: _____

Title: _____

Date: _____

EXHIBIT A

Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) “Public entity” shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.

- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for

settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the

public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

FAITHFUL PERFORMANCE BOND

Whereas, CITY OF EL CENTRO, State of California, ("City") and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2025, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 2025.

Principal

By: _____

Surety

By: _____
Its Attorney-in-Fact

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIALS BOND

Whereas, the CITY OF EL CENTRO, State of California (“City”), and ____ (hereinafter designated as “the Principal”) have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated ____, 2025, and identified as project ____, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the undersigned as corporate surety and admitted surety insurer, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on ____, 2025.

Principal

Surety

By: _____

By: _____
Its Attorney-in-Fact

END OF LABOR AND MATERIALS BOND

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by Labor Code §§1860 and 1861:

I am aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Date

Contractor's Name

Contractor's Signature

Title

ATTEST:

By _____
Signature

Title

END OF WORKERS' COMPENSATION INSURANCE CERTIFICATE

DRUG/ALCOHOL TESTING REQUIREMENTS

The Contractor shall execute the following form as required by the Federal Drug and Alcohol, section 49 CFR Part 382.

I agree to comply with the provisions of Federal Omnibus Transportation Employee Testing Act of 1991, and that I will administer a program of alcohol and drug testing of all commercial vehicle operators, as required by Federal Regulations.

Contractor certifies compliance with the City of El Centro's Drug and Alcohol-Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. section 701 *et seq.*) In addition, Contractor agrees to submit a copy of its own drug free workplace policy.

Dated _____

Contractor's Name

Contractor's Signature

Title

END OF DRUG/ALCOHOL TESTING REQUIREMENTS

SUBCONTRACTORS LISTING

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.005%) of the prime contractor's total bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The prime contractor shall list only one subcontractor for each portion of the WORK. **If the Bidder does NOT intend to use ANY subcontractors, then state "NONE" in the first block.**

The Bidder's attention is directed to the provisions of the section entitled "Subcontract Limitations" of the Supplementary General Conditions, which stipulates the percent of the WORK to be performed with the Bidders' own forces. **Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.**

[illegible]

* ☐ No subcontractor will be used for this project.

*Indicate ☒ if no subcontractor will be used.

END OF SUBCONTRACTORS LISTING

NON-COLLUSION DECLARATION FOR CORPORATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].”

END OF NONCOLLUSION DECLARATION FOR CORPORATION

CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

Name of Corporation or Partnership

State of Incorporation

List names and addresses of each partner, or titles, names and business addresses of President, Secretary and Treasurer.

Date_____

Contractor_____

Signature_____

Title_____

ATTEST:

Signature by

Title

END OF CORPORATE CERTIFICATION

**CONTRACTOR'S CERTIFICATION OF QUALIFICATION
FOR LICENSE CLASSIFICATION**

After award of the contract, the Contractor, whether an individual, co-partnership, limited partnership, corporation, or any other combination or organization, shall execute the following form:

1. If an individual, I hereby certify that I am, or my responsible managing employee _____ (insert name) is, qualified for the license classification called for in these contract documents.
2. If a co-partnership or limited partnership, the general partner hereby certifies that the general partner _____ (insert name), or responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.
3. If a corporation, or any other combination or organization, the responsible managing officer _____ (insert name), or a responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.

If the individual who qualifies the Contractor for the license classification called for in these contract documents changes during the progress of the work, then Contractor shall, within seven (7) days of any such change, notify the Director of Public Works in writing of such change, including the name, license number and status of the individual.

For the purpose of this Certification, a responsible managing employee shall mean an individual who is a bona fide employee of the Contractor and is actively engaged in the classification of work for which that individual is the qualifying person on behalf of the Contractor under California law.

DATED: _____ CONTRACTOR: _____

SIGNATURE: _____ TITLE: _____

ATTEST:

SIGNATURE BY: _____

TITLE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

LOWER TIER COVERED TRANSACTIONS

NONDEBARMENT CERTIFICATION

(TO BE COMPLETED AND SUBMITTED WITH BID)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name & Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (“DOL”) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded” as used in this clause have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under section 5 of these instructions, if a participant in a covered transactions knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

Section 3 of the Housing & Urban Development Act of 1968

This project is funded in part by the Community Development Block Grant and as such requires compliance with Section 3 regulations. Any contractor bidding this project will be required to follow the guidelines set below to be considered for responsiveness to the Section 3 requirements.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that Housing and Urban Development (“HUD”) funds are typically one of the largest sources of Federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards) or other public construction such as street repair, sewage line repair or installation, updates to building façades, etc.

How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise program?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income-level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents and the businesses that employ these persons within their community regardless of race and/or gender.

Please contact HUD’s Office of Small and Disadvantaged Business Utilization at (202) 708-1428 to learn more about these programs.

Note: This project also has MBE/WBE usage requirements.

What does the term Section 3 Business Concern mean?

Section 3 business concerns are businesses located in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended that can provide evidence that they meet one of the following:

- a) Fifty-one percent (51%) or more owned by Section 3 residents; or

- b) At least thirty percent (30%) of its full-time employees include persons that are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two (2) sections.

What does the term “Section 3 resident” mean?

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

How is “low-income” determined?

The term “low-income” is used in the Section 3 regulation to include both low- and very low-income individuals. Local income levels can be obtained online at: <http://www.huduser.org/DATASETS/il.html>. The Income Levels for the Imperial County have also been incorporated into this bid document on page 36 for your use.

What is a “new hire”?

A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created during the expenditure of Section 3 covered financial assistance.

Preference for Contracting with Section 3 Business Concerns

The City, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

- **Category 1:** Business concerns that are fifty-one percent (51%) or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes thirty percent (30%) of these persons as employees.
- **Category 2:** Business concerns that are fifty-one percent (51%) or more owned by residents of the Authority’s public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes thirty percent (30%) of these persons as employees.
- **Category 3:** Business concerns that are fifty-one percent (51%) or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than thirty percent (30%) Section 3 residents (category 4 business); or that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to

achieve the numerical goals established by the City.

Contractor's Requirements in Employing Section 3 participants:

Under the Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - a) **Category 1 – Section 3 Resident**
Residents of the housing development or developments for which the contract shall be expended.
 - b) **Category 2 – Section 3 Resident**
Residents residing in the City of El Centro who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
 - c) **Category 3 – Section 8 Resident**
Residents of Section 8 of the Imperial Valley Housing Authority.

Contractors Requirements to Inform the City of El Centro

The Contractor must inform the City at the time of bid, which work will be performed by Section 3 participants, by providing the following:

- Names of the Section 3 business concerns to be utilized,
- Estimates of the number of employees to be utilized for contract,
- Projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis-Bacon and/or California prevailing wage)
- Efforts that will be utilized to seek Section 3 participants.
- Documentation of good faith effort (Described below)

Resident Hiring Requirements

The following scale for resident hiring is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in the City contracted labor efforts. A prime contractor may satisfy resident hiring requirements through its subcontractors.

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1.5% of the labor dollars

With this sliding formula, it is expected that an appropriate number of neighborhood residents and Imperial Valley Public Housing residents and with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy El Centro resident hiring requirement set forth above by the following means:

1. Subcontract or joint venture with a resident owned business. The business must be fifty-one percent (51%) or more owned by public housing residents, or subcontract/joint venture with a business that employs full-time thirty percent (30%) or more, low and very-low-income individuals within the City of El Centro, or
2. Direct hiring of City of El Centro public housing residents and/or low and very low-income neighborhood residents based on the Resident Hiring Scale, or
3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or
4. Contractor makes a contribution to an Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Where can I find Section 3 businesses?

Some of the resources recommended for assistance in locating Section 3 contractors include:

Caltrans Civil Rights Program
Business Enterprise Program
(916) 324-1700 or toll free at 1-866-810-6346

Civil Rights Website: <http://www.dot.ca.gov/hp/bep>

Small Business Administration
550 W. C St, Suite 550
San Diego, CA

Imperial Valley Housing Authority
1401 D St.
Brawley, CA

Employment Development Department
1550 W. Main St.
El Centro, CA

Where can I find Section 3 residents?

Some of the resources recommended for assistance in locating Section 3 residents include:

Imperial Valley Housing Authority
1401 D St.
Brawley, CA

Employment Development Department
1550 W. Main St.
El Centro, CA

Posting for acceptance of job applications from Section 3 residents will be required at the construction site.

What Section 3 documentation is required to be submitted with the bid proposal?

In order to be a responsible and/or responsive, a bidder must make good faith efforts to hire the required level of Section 3 business concerns, Section 3 residents, or both. This requirement can be met in either of two ways. First, the bidder can meet the goal, documenting the hiring of Section 3 business concerns or residents. Second, if the bidder will be unable to make the Section 3 goal, it can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve the Section 3 requirement which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient Section 3 participation, even if they were not fully successful.

Because all subcontractors must be listed on page 42 of this bid packet titled “Bidder Section 3 Commitment for Construction Contracts,” any Section 3 Business Concerns being utilized for the construction project will need to be located prior to the submittal of the bid. Therefore, all good faith efforts to locate and utilize Section 3 Business Concerns must be made, and documented, prior to the submittal of the bid. All documentation of the bidder’s good faith effort must be submitted upon request of the City. Examples of documentation include, but are not limited to, publications, fax confirmations, certified mail receipts, etc. Notes and messages from the bidder

will not be considered good faith effort documentation.

Hiring of Section 3 residents is an effort that will have to be made by the successful bidder; however, this effort can be made after award. No good faith effort documentation for the hiring of Section 3 residents will be required with the submittal of the bid.

It will be the responsibility of the City's Project Manager to make a fair and reasonable judgment whether a bidder that did not meet the goal, made adequate good faith efforts. Consideration will be given to the quality, quantity and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively try to obtain Section 3 participation sufficient to meet the Section 3 hiring goal.

Additionally, all bidders will be required to submit with their bids all Section 3 documentation included in this bid packet between pages 37 to 41, inclusive. This documentation includes the Section 3 Affirmative Action Plan, Section 3 Assurance, Section 3 Estimated Project Work Force Breakdown, Section 3 Proposed Contracts/Subcontracts Breakdown and Bidder Section 3 Commitment for Construction Contracts.

STATE INCOME LIMITS FOR 2024

FY 2024 Inco me Limit Area	Income Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Impe rial Coun ty	Extremel y Low (30%) Income (\$)	18,450	21,100	23,750	26,350	28,500	30,600	32,700	34,800
	Very Low (50%) Income (\$)	30,800	35,200	39,600	43,950	47,500	51,000	54,500	58,050
	Low (80%) Income (\$)	49,250	56,250	63,300	70,300	75,950	81,550	87,200	92,800

2024 INCOME LIMITS -----

El Centro, CA MSA contains Imperial County, CA

SECTION 3 AFFIRMATIVE ACTION PLAN
(TO BE COMPLETED AND SUBMITTED WITH BID)

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and
2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

_____ will initiate the following actions to ensure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

3. The Contractor will establish and maintain a directory of service organization, job referral agencies and manpower training programs operating within, or servicing, project area residents.
4. The Contractor will submit, prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
5. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.
6. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.
7. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.
8. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed, the reasons therefore (attached).
9. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached)
10. For each subcontract, the Contractor will submit, prior to contract award, the Section 3

Affirmative Action Plans of its subcontractors.

11. The Contractor will not attempt to circumvent Section 3 provisions.
12. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents; it will, as a minimum, provide evidence of the following:
 - a. Attempts to recruit from the project area through local advertising media, community organizations and public and private agencies operating within or serving the project area, such as the State Employment Department and the Private Industry Council.
 - b. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.
13. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.
14. The Contractor will provide the Section 3 workforce and business utilization reports required under this Contract.

_____ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature _____ Date: _____

SECTION 3 ASSURANCE

[FORM MUST BE COMPLETED AND SUBMITTED WITH BID]

1. We, the undersigned _____ (representative), as official representative of _____ (contractor) agree to comply with Section 3 requirements for the Mc Gee Park Playground Improvement Project. It is understood that failure to comply may result in the following sanctions: cancellations, termination or suspension in whole or in part of this Contract.

2. Staffing

A. How many positions will be needed on this project? _____

Occupational Categories: (Provide detail in Attachment 1)

_____	_____
_____	_____

B. How many of these positions will be filled by your regular, permanent employees? _____

C. How many positions are project to be filled by low income area residents?

Occupational Categories: (Provide detail in Attachment 1)

_____	_____
_____	_____

D. How many subcontractors will be utilized for this project? _____

E. Of these subcontractors, how many are Section 3 subcontractors? _____

F. How many businesses/suppliers will be utilized? _____

G. Of these, how many are Section 3 businesses? _____

3. Complete Attachment 2.

Authorized Signature _____ Date: _____

SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN (Attachment 1)

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions not Occupied	Number of Positions to be filled with Section 3 residents
Supervisor				
Professional				
Technical				
Office / Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individuals residing with the Section 3 Area whose family income does not exceed eighty percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located.

NOTE: This document must be completed and submitted with bid documents

Company

Project

Project Number

Person Completing Form

SECTION 3 PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN (Attachment 2)

Type of Contract (Business or Profession)	Total Number	Total Approx. Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to

NOTE:

This document is to be completed and submitted by the contractor with bid documents.

Company

Project

Project Number

Person Completing Form

**BIDDER SECTION 3 COMMITMENT FOR CONSTRUCTION CONTRACTS
(MUST BE SUBMITTED WITH BID)**

The Bidder shall list below the name and the location of the place of business of each Section 3 subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Section 3 subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications. ALL SECTION 3 BUSINESSES THAT THE PRIME CONTRACTOR INTENDS TO UTILIZE TO FULFILL THE SECTION 3 REQUIREMENT, MUST BE LISTED BELOW REGARDLESS OF DOLLAR VALUE OF WORK.

Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

PORTION OF WORK	DOLLAR VALUE OF WORK	NAME, ADDRESS, AND PHONE NUMBER OF SECTION 3 BUSINESS	AGENCY HOLDING COMPANY CERTIFICATION*

***If company meets the qualifications of a Section 3 business, but has not yet been certified, they must contact the City of El Centro to arrange for certification PRIOR to bid opening.**

FEMALE AND MINORITY GOALS AND TIMETABLES

The following goals and timetables for female utilization shall be included in all Federal and Federally-assisted construction contracts and subcontracts in excess of ten thousand dollars (\$10,000). The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally-assisted construction contract or subcontract.

AREA COVERED

(Goals for females apply nationwide)

<u>Timetable</u>	<u>Goal</u>
From April 1, 1981, until further notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally-assisted construction contracts and subcontracts in excess of ten thousand dollars (\$10,000) to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally-assisted or non-Federally related project, contract or subcontract.

Construction contractors participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix.

ECONOMIC AREAS

<u>Area Covered</u>	<u>Goal Percent</u>
San Diego Economic Area	
Imperial County	18.2%
Riverside County	19.0%
San Diego County	16.9%

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

(TO BE COMPLETED AND SUBMITTED WITH BID)

1. The offeror or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

<u>TIMETABLES</u>	<u>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</u>	<u>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within ten (10) working days of award of any construction subcontract in excess of ten thousand dollars (\$10,000) at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the “covered area” is the area between Pico Avenue and Villa Way and Waterman and Imperial Avenues located in the City of El Centro, County of Imperial, State of California

MINORITY/WOMEN’S BUSINESS ENTERPRISE CONSTRUCTION PROJECTS
(TO BE COMPLETED AND SUBMITTED WITH BID)

- (a) It is the policy of the City of El Centro to take positive steps to maximize the utilization of minority and women’s business enterprises in all contract activity administered by the City of El Centro.
- (b) The Contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term “minority or women’s business enterprise” means a business, at least fifty percent (50%) of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
- (c) The Contractor will submit the following statement as part of his sealed bid:

I have taken affirmative action to seek out and consider minority and women’s business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name & Address of Minority Women’s Firms Contractor Anticipates Utilizing*	Category of Work	Dollar Value of Participation

Total Bid_____ Total Subcontract Amount_____

Minority/Women’s Enterprise Total of Subcontract Amount_____

* Indicate whether business is owned by a minority or a woman.

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES
(TO BE COMPLETED AND SUBMITTED WITH BID)**

All contractors and subcontractors shall give the following certification to the City of El Centro and forward this certification to the City of El Centro within ten (10) days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of sections 1720 *et seq.* of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
- B. "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
- C. "It is further agreed that, except as may be provided in section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight (8) hours per day and forty (40) hours per week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week."

(Contractor/Subcontractor)

By _____
(Signature)

(Typed Name and Title)

(Date)

GENERAL CONDITIONS

1-01 DEFINITIONS.

- a) The word “City” shall mean the City of El Centro, California.
- b) The term “City Council” shall mean the City Council of the City of El Centro.
- c) The word “Contractor” shall mean the party of the second part entering into the contract with the City for the performance of work required by these specifications, and legal representatives of said party, or agent appointed to act for said party in the performance of the work. Said party is referred to throughout the contract documents as if of the singular number and the masculine gender.
- d) The term “Day” shall mean calendar days unless otherwise provided.
- e) The term “Director of Community Services” shall mean the City of El Centro Community Services Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- f) The word GREENBOOK shall mean the Standard Specifications for Public Works Construction contained in the latest Edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, CA 92081 (760) 734-1113.

1-02 CONTRACT DOCUMENTS

The Notice of Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications, and the Drawings, together with the Agreement and all documents referenced there, constitute the Contract. These Contract documents are complimentary, and what is called for in any one (1) shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The Contractor at its sole cost and expense shall perform all labor and services and shall furnish all materials, tools, equipment, and facilities necessary for the proper execution of the work, with the exception of such items as are definitely set forth in the specifications or the drawings to be furnished by the City. Anything shown in the drawings and not in the specifications or in the specifications and not in the drawings shall be performed by the Contractor as though shown in both the drawings and the specifications.

1-03 AUTHORITY OF THE COMMUNITY SERVICES DIRECTOR

The Community Services Director shall give all orders and directions contemplated under the contract; shall determine the adequacy of the Contractor’s methods, plans, and appurtenances; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for; shall determine all questions in relation to said work and the construction thereof; and shall decide in all cases every question, which may arise relative

to the fulfillment of this contract on the part of the Contractor. Should any discrepancy appear or any misunderstandings arise as to the import of anything contained in the specifications or drawings, the matter shall be referred to the Community Services Director, who shall decide the same in accordance with the true intent and meaning as construed by that Director, and that decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors of the City in regard to their work shall be adjusted and determined by the Community Services Director.

1-04 ACCESS TO WORK

The Community Services Director, their assistants, inspectors, agents, and other employees shall at all times and for any purposes have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

1-05 LINES AND GRADES

All distances and measurements are given and will be made in horizontal plane. Grades are given from the top stakes, or nails, unless otherwise noted on the plans.

Three consecutive points shown in the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy exists, it must be reported to the Community Services Director. If such a discrepancy is not reported to the Community Services Director, the Contractor shall be responsible for any error in the finished work.

Services Assistance Notice: The Contractor shall give at least twenty-four (24) hours' notice in writing when he will require the services of the Community Services Director for laying out any portion of the work. The Contractor shall furnish the Community Services Director such facilities and labor necessary for marking and maintaining points and lines as he may require. Labor furnished by the Contractor for such purposes will be paid for as extra work.

The Contractor will preserve all stakes and points set for lines, grades or measurements of the work in their proper places until authorized to remove them by the Community Services Director. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

1-06 LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letters, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Community Services Director.

1-07 CONTRACTOR'S RESPONSIBILITIES

- (a) The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work so as to secure the safety of the workers, the quality of work required and the required rate of progress.
- (b) The Contractor shall bear all losses resulting to it on account of the amount of character of the work, or from any unforeseen obstructions or difficulties, which may be encountered, on account of the weather, floods, or other causes.
- (c) The Contractor shall assume the defense of and indemnify and save harmless the City and its officers and agents from all claims of any kind arising from his own negligence or that of its agents in the performance of the contract.
- (d) The Contractor shall be responsible for any materials furnished him and for the care of all work until its completion and final acceptance, and shall, at its own expense replace damaged or lost material and repair damaged parts of the work, or the same may be done at its expense by the City.
- (e) During the progress of the work the Contractor shall keep the premises occupied by it in a neat and clean condition, and free from any unsightly accumulation of rubbish, unused material, concrete forms, and other equipment and materials belonging to him or used under its direction during construction, and in the event of its failure to do so, the same may be removed by the City at the expense of the Contractor.
- (f) Traffic Control. The Contractor shall be responsible for maintaining traffic control at all times under the guidelines of the California Manual on Uniform Traffic Control Devices ("California MUTCD"). Contractor shall submit two (2) traffic control plans in a minimum of **two (2) business weeks** for pre-approval by the Director of Public Works before starting construction work.

1-08 CONTRACTOR TO FURNISH INFORMATION

- (a) Before proceeding with the erection of the construction plant, and other temporary structures, the Contractor shall furnish the Community Services Director with information and drawings of all such structures as may be required.
- (b) Drawings and prints in such detail as may be required, or articles, machinery, or fabricated materials entering into permanent construction which are by these specifications required to be furnished by the Contractor and of which detailed drawings are not furnished by the City shall be submitted by the Contractor for approval and shall become the property of the City. Such approval shall not, however, operate to waive or modify any provision or requirement contained in these specifications.

1-09 EXAMINATION OF WORK

Bidders must examine the location, physical conditions and surrounding of the proposed work and judge for themselves the nature of the excavations to be made and the work to be done.

The Contract documents for the work show conditions as they are supposed or believed by the Engineer to exist, but it is not intended or to be inferred that the conditions as shown therein constitute a representation or warranty, express or implied, by the City or any of its officers or employees, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under his contract, nor shall the City or any of its officers or employees be liable for any loss sustained by the Contractor as a result of any variance between conditions shown in the Contract Documents and the actual conditions revealed during the progress of the work or otherwise.

1-10 PLANS AND DRAWINGS

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Community Services Director, except by direction of the Community Services Director.

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Community Services Director and authorized in writing.

Working drawings or plans for any structure not included in the plans furnished by the Community Services Director shall be approved by the Community Services Director before any work involving these plans shall be performed, unless approval is waived in writing by the Community Services Director.

It is mutually agreed, however, that approval by the Community Services Director of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall conform to the approved plans and specifications.

1-11 PERSONAL ATTENTION

The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work, continually during its progress, to receive directions or instructions from the Community Services Director. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Community Services Director, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

1-12 PROTESTS

All disputes after award of the contract are subject to the provisions of Public Contract Code Section 9204 as attached and incorporated.

1-13 RIGHT-OF-WAY

The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of the right-of-way, unless otherwise provided in the special conditions.

1-14 TIME AND ORDER OF WORK

- (a) The Contractor shall at all times employ such force, plant, materials and tools as will be sufficient, in the opinion of the Community Services Director, to complete the work or any separable portions thereof in accordance with a progress schedule and within the time limit fixed by the contract. If the Contractor should fail to employ sufficient force, plant, materials and tools or to maintain adequate progress he may, after such failure, be required to increase its progress at any point or points or to modify his plans and procedures in such manners and to such extent as the Community Services Director may direct, any extension of such shall not relieve the Contractor from the necessity of maintaining the required progress. In case of an extension by the Community Services Director of the time for the completion of the contract, as hereinafter provided a revised schedule of progress may be prescribed in accordance with such extension of time.
- (b) The time in which the various portions and the whole of the contract are to be performed and the work is to be completed is of the essence of the contract.

1-15 ASSIGNMENT FORBIDDEN

The Contractor shall not assign, transfer, convey, or otherwise dispose of this contract, or of his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Community Services Director and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey or otherwise dispose of the contract or of his right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company or other corporation, the contract may at the option of the City be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee.

No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder, unless authorized as aforesaid by the written consent of the Community Services Director.

1-16 SUBLETTING

The Contractor shall give his personal attention of the fulfillment of the contract and shall keep the work under his control. Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Community Services Director, the subcontractor shall be removed immediately on the recommendation of the Community Services Director and shall not again be employed on the work.

1-17 SUSPENSION OF CONTRACT

- (a) If the work to be done under the contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated a bankrupt, or if a receiver of his property or business is appointed by a court of competent jurisdiction, or if this contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the Community Services Director shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of the contract, or of the specifications, or is executing the same in bad faith or not in the time named in the contract for its completion, or within the time to which the completion of the contract may have been extended as hereinbefore provided, the Community Services Director, acting on behalf of the City, may, by written notice, instruct the Contractor to discontinue all work or any part thereof under this contract.
- (b) When such written notice is served upon the Contractor as provided in section 1-06, he shall immediately discontinue the work or such part thereof as is covered by the notice and shall not resume the same except by written instructions from the Director of Public Works. In any such case, the City may take charge of the work and complete it by a new contract or by force account. In so doing, the City may take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purposes of his work. The City may procure other materials and provide labor for the completion of same, or contract therefore and charge the expense of completion by either method to the Contractor. These charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under and by virtue of this contract or any part thereof. In case such expense shall exceed the amount which would have been due the Contractor under the contract if the same had been completed by him, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Community Services Director, to reimburse the Contractor or the Contractor's sureties for any expense, properly incurred for plant, equipment, materials, supplies and labor devoted to the prosecution of the work of which the City shall have received the benefit and which shall not have been otherwise paid for by the City. In computing such expense so far as it shall be deducted from the depreciated value thereof at the time taken over by the City and the difference shall be considered as an expense. Evidence of such expense satisfactory to the Community Services Director, shall be required, and all necessary estimates and appraisements shall be made by him.

When any particular part of the work is being carried on for the City by contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of his contract, and in such manner as in nowise to hinder or interfere with the persons or workers employed, as above provided, by the City, by contract or otherwise to do any part of the work or to complete the same under the provisions of this section.

1-18 SUSPENSION OF WORK – EXTENSION OF TIME - NO EXTRA COMPENSATION

- (a) The Community Services Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Community Services Director.
- (b) Applications for extension of time must be made promptly in writing, stating cause. No delay shall be made the basis in any application for extension of time, unless such delay and the cause thereof shall have been called to the attention of the Community Services Director in writing within the ten (10) days from the beginning of such delay. Applications for extension of time shall be addressed to the Community Services Director.
- (c) Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in nowise operate as a waiver on the part of the City or any of its rights under this contract.
- (d) The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Detail Specifications or as otherwise required by law.

1-19 FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

- (a) The Contractor shall pay for each and every day, including Sundays and legal holidays that they shall be in default in completing the whole work to be done under this contract, the sum named in the Special Provisions, which sum is by the execution of the Agreement mutually agreed upon as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this contract.
- (b) It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part, as it may deem proper of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.
- (c) The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by the acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the Community Services Director in writing of the causes of delay,

who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

1-20 CHANGES

- (a) If either the Community Services Director or the Contractor on account of conditions which develop during the progress of the work finds it impracticable to comply strictly with these specifications, the Community Services Director may prescribe a modification of requirements of methods of work. For such purposes, the Community Services Director may at any time during the life of the contract, by written order make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work or equipment hereinafter specified, or in the quantity or character of the work or equipment to be furnished. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that if such changes or alterations render useless, any work already done or materials already furnished or used in the work, the Community Services Director shall make reasonable allowance therefore, which action shall be binding upon both parties.
- (b) In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the contract to cover such changes or alteration, the cost of such changes shall be covered as hereinafter provided for extra work.
- (c) The City reserves the right to increase or decrease the quantity of any item or portion of work or to omit portions of the work as may be deemed necessary or expedient by the Community Services Director.

1-21 EXTRA WORK

- (a) If during the performance of the contract, it shall, in the opinion of the Community Services Director, become necessary or desirable for proper completion of the contract to order work done or materials or equipment furnished which in the opinion of the Community Services Director are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.
- (b) Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Community Services Director and the Contractor before the extra work shall be ordered.
- (c) Whenever in the judgment of the Community Services Director extra work or extra material, as the case may be, is not of like character to and is not susceptible of

classification under the bid items of the contract as specified, and it is impracticable because of the nature of the work, or for any other reason to fix the price before the extra work order shall be issued, extra work and material, when furnished by the Contractor, shall be paid for at actual necessary cost of materials, supplies, labor (including foremen's wages), Workers' Compensation insurance, contributions made to the State as required by the provisions of the Unemployment Insurance Act, Chapter 352, Statutes of 1935, as amended, taxes paid to the Federal government as required by The Social Security Act, approved August 14, 1935, as amended and the reasonable value of the use of equipment for the actual time it is used, all as determined by the Director of Public Works, plus fifteen percent (15%) to cover the following:

Profit

General Expenses

All insurance except Workers' Compensation insurance

Excise taxes

Property taxes

Bond premiums

License and inspection fees imposed by any governmental authority

Any and all other items of expense not specifically mentioned under this subsection (c) herein.

The Community Services Director determination and certification of said actual necessary cost shall be binding and conclusive on the Contractor, and the Community Services Director shall be deemed the arbiter to determine the cost of such work.

- (d) If any work or materials be ordered under this section on a cost-plus basis, the Contractor shall, at the times directed during the performing of the work or the furnishing of the materials, render to the Community Services Director, written reports in prescribed form, showing all items that may enter into the cost, the quantity and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and such other information as directed. If required, the Contractor shall produce any books, vouchers, other records, or memoranda, which will assist the Community Services Director in determining the true, necessary cost of the work and materials to be paid for.
- (e) Any extra work performed hereunder shall be subject to all the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the original contract.

1-22 COST BREAKDOWN

Within ten (10) days after commencing work, the Contractor shall submit, to the Community Services Director, a cost breakdown in duplicate of all unit and lump sum prices under the contract. The breakdown, as approved, may be used by the Community Services Director to verify the fair value of the work for progress payments.

1-23 PROGRESS ESTIMATES

The Community Services Director, shall on or about the fifth (5th) day of each calendar month, except as provided in section 1-23, make in writing and certify an estimate such as in her/his opinion shall be just and fair, of the amount and value of the work done by the Contractor and of the amount and value of all acceptable materials furnished and delivered by the Contractor to the site and not used up to that time in the performance of the contract. To the figure thus arrived at, shall be added any amounts due the Contractor for extra work and the amount of any approved claims for extra cost to the date of the progress estimate.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any the other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method or partly by the other, and it shall be sufficient if they are approximate only.

Pursuant to Public Contract Code §22300, the Contractor has the option of substituting securities for any money that is withheld under this section.

1-24 PROGRESS ESTIMATES MAY BE WITHHELD

The progress estimates provided for in section 1-23 hereof may at any time be withheld or reduced if, in the opinion of the Community Services Director, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the contract, or if the Contractor shall fail to pay his labor and material bills as they become due.

1-25 PROGRESS PAYMENTS

- (a) Upon each progress estimate being made and certified in writing, the City shall, within fifteen (15) days after the date of such estimates, except as set forth in subsection (b) hereof, pay to the Contractor the amount stated in such estimates to be due the Contractor; provided, however, that the City may at all times reserve and retain from such progress payments, in addition to the retained percentage and other amounts above mentioned to be deducted in computing the progress estimated, any sum or sums which by the terms hereof, or of any law of the State of California, it is or may be authorized or required to reserve or retain; and provided further, that no progress estimate or progress payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.
- (b) In the event the contract or any part thereof shall be suspended as provided in section 1-17, the retained percentage as provided in section 1-23, shall become the sole and absolute property of the City to the extent necessary to repay to the City any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no

payments upon progress estimates or otherwise shall thereafter be made the Contractor for the work covered by said notice until completion of the work.

1-26 FINAL ESTIMATE AND PAYMENT

- (a) Whenever in the opinion of the Community Services Director the Contractor shall have completely performed the contract on his part, the Community Services Director will submit to the Contractor a written statement of the final quantities of contract items for inclusion in the final estimate. The Contractor will be expected to submit his written approval of said proposed final quantities within five (5) days of receipt of the Community Services Director's statement, or in the event the Contractor disagrees with such written statement, shall within said period of five (5) days file a written statement of all claims, which he intends to present.
- (b) Upon receipt from the Contractor of written approval of the final quantities or such written statement of his claims, the Community Services Director shall make in writing and certify to the City Clerk an estimate in which he shall state, from actual measurements, the whole amount of work done by the Contractor and also the value of such work under and according to the terms of the contract. **Within ten (10) days after the date of receipt of the aforesaid approval or state of claims, the Community Services Director shall cause to be filed, on behalf of the City, in the Office of the Imperial County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.** On the expiration of thirty-five (35) days after the filing of such notice of completion of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the first mentioned estimate all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract.
- (c) All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made thereunder shall be final and conclusive upon the Contractor.

1-27 RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

1-28 FINAL PAYMENT TERMINATES LIABILITY

The acceptance by the Contractor of the final payment aforesaid shall be a release to the City and its agents from all claim and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work except the claim against the City for the remainder, if any, of the amount kept or retained as provided in section 1-31.

1-29 NO PERSONAL LIABILITY

No agent of the City shall be personally responsible for any liability arising under the contract. No claims shall be made or filed and neither the City nor any of its agents shall be liable for or held to pay any money, except as specifically provided in the contract.

1-30 MONIES MAY BE RETAINED

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages as determined by the Community Services Director incurred by the City for which the Contractor is liable under the contract.

1-31 UNPAID CLAIMS

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within such claims of liens may be filed for the record as prescribed by Civil Code §§ 9350 *et seq.*, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, together with a statement that the same has not been paid or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharges thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided that if the City shall in its discretion permit the Contractor to file such additional bonds as is authorized by Civil Code §9364, in a penal sum equal to one hundred twenty-five percent (125%) times the amount of said claim, said monies shall not thereafter be withheld on account of such claim.

1-32 ADDITIONAL SURETY

If during the continuance of the contract, any of the sureties upon the faithful performance bond in the opinion of the Community Services Director are/or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish, to the satisfaction of the Community Services Director, within fifteen (15) days after notice and in default thereof the contract may be suspended and the work completed as provided in section 1-17 hereof.

1-33 PREVAILING RATE OF PER DIEM WAGES

The City has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract and has specified same in the Notice of Inviting Bids which is attached hereto and made a part of the contract. The Contractor shall forfeit as a penalty to the City of not more than fifty dollars (\$50) for each laborer, worker or mechanics employed for each calendar day or portion thereof, such laborer, worker or mechanic is paid less than the required rates for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the California Labor Code.

1-34 PAYMENT OF WAGES

The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semimonthly on regular pay days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

1-35 EIGHT (8) HOUR LAW

The Contractor shall comply with all applicable provisions of Labor Code §§1810 to 1816, inclusive, relating to working hours. The time of service of any laborer, worker or mechanic employed on the work shall be limited and restricted to eight (8) hours during any one (1) calendar day, except in cases of an extraordinary emergency caused by fire, flood or danger to life or property and the Contractor shall forfeit as a penalty to the City of twenty-five dollars (\$25) for each such laborer, worker or mechanic employed in the execution of this contract by him or any subcontractor under him for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the California Labor Code.

1-36 OVERTIME - NO EXTRA COMPENSATION

Overtime work (i.e., work in excess of eight (8) hours in any one (1) calendar day or work performed on a Sunday or other legal holiday) shall not entitle the Contractor to any compensation for any contract item in addition to that set forth in the contract for the kind of work performed even though such overtime or legal holiday work may be required under emergency conditions, and may be ordered by the Community Services Director in writing. In case of extra work ordered by the Community Services Director under the provisions of section 1-21 hereof, no additional payment will be made to the Contractor because of the payment by him of overtime or legal holiday rates for such work, unless the use of overtime or legal holiday work in connection with such extra work is specifically ordered in writing by the Community Services Director and then only to such extent as extra payment is regularly being made by the Contractor to his men for overtime or legal holiday work of a similar nature in the same locality.

1-37 CHARACTER OF WORKERS

None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Community Services Director, the Contractor or any subcontractor shall discharge any person who is in the opinion of the Community Services Director, incompetent, unfaithful, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Community Services Director. Such discharge shall not be the basis of any claim for compensation or damage against the City or any of its officers.

1-38 SAMPLES AND TESTS

At the option of the Community Services Director, the source of supply of each of the materials shall be approved by the Community Services Director before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Community Services Director.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Community Services Director, without charge. No material shall be used until it has been approved by the Community Services Director. Samples will be secured and tested whenever necessary to determine the quality of material.

1-39 INSPECTION

The Director of Public Works shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the Contractor varies the period, which work is carried on each day, he shall give due notice to the Community Services Director, so that proper inspection may be provided. Any work done in the absence of the Community Services Director will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Community Services Director and accepted or estimated for payment.

1-40 DEFECTIVE WORK OR MATERIALS – WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

- (a) If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defects without compensation in a manner satisfactory to the Community Services Director, and the cost of any excess material furnished by the City shall be borne by the Contractor.

- (b) All materials not conforming to the requirements of these specifications shall be considered as defective and all such material whether in place or not shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Community Services Director. No rejected material, the defects of which have been subsequently corrected shall be used until approved in writing by the Community Services Director.
- (c) Upon failure on the part of the Contractor to comply with any order of the Community Services Director made under the provisions of this article, the Community Services Director shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.
- (d) The work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. The warranty period shall start on the date the work was completed as determined by the Engineer.
- (e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- (f) All warranties, express or implied, from subcontractors, manufacturers or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the City, and any such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the contract.
- (g) The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

1-41 USE OF COMPLETED PORTIONS

The City may at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the contract is not fully completed and notwithstanding the time for completion of the entire work or such portions which may not be expired. In case, the City shall issue certificates of acceptance for such portions of the work but such taking possession thereof shall not be deemed an acceptance of any other portion of the work, nor of any incomplete portions, nor of any work not completed in accordance with the contract documents.

1-42 PROPERTY RIGHTS IN MATERIALS

Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil or after payment has been made for the value of unused material delivered to the site of the work as provided for in

section 1-23 hereof. All such materials attached or affixed or unused shall become the property of the City.

1-43 TITLE TO MATERIALS FOUND ON THE WORK

The right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees and the right to use and/or dispose of the same are hereby expressly reserved in the City and neither the Contractor, nor any subcontractor nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work, without charge, any such materials, which meet the requirements of these specifications.

1-44 ENFORCEMENT OF ORDER

The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall he permit or suffer the introduction or use of intoxicating liquors or narcotics upon the works embraced in these specifications or upon any of the grounds occupied or controlled by him in connection with such works.

1-45 PATENTS AND COPYRIGHTS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any nature and kind including costs and expenses for or on account of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, article or appliance manufactured, furnished or used by him in the performance of this contract, including their use by the City, unless otherwise specifically set forth in the contract.

1-46 LAWS AND REGULATIONS

- (a) The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which in any manner affect those engaged or employed on the work or the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to in relation to any such law, ordinance or regulation, he shall forthwith report the same in writing to the Community Services Director. He shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance or regulation whether by himself or by his employees.
- (b) Except as otherwise explicitly provided elsewhere in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense, and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

- (c) All Federal laws and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder shall be deemed to be and hereby are made controlling and part of these specifications.

1-47 SALES AND/OR USE TAXES

Except as may be otherwise provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

1-48 RESPONSIBILITY FOR DAMAGE

- (a) Indemnity Agreement.

In addition and complementary to any other indemnification provided for the project, and except for the gross negligence or willful misconduct of an Indemnatee (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless the City and its project consultants, engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of the City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of the Contractor, its officers, agents, employees or subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use of occupation of the premises by the Contractor, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by the Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;
3. Any act, omission or negligence of the Contractor, its officers, agents, employees, or subcontractors.
4. Any failure of the Contractor, its officers, agents or employees to comply with any of the terms or conditions of this contract or any applicable Federal, State, regional or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by the Contractor on any other premises in the care, custody and control of the City.

The Contractor also agrees to indemnify the City and pay for all damage or loss suffered by the City including but not limited to damage to or loss of the City's property, to the extent not insured by the City and loss of the City's revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in subsections (1), (2), (3), (4), and (5).

The Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this Agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Agreement. In the event the Contractor fails to obtain such indemnity obligations from others as required here, the Contractor agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the City as set forth here is binding on the successors, assigns or heirs of the Contractor and shall survive the termination of this Agreement or this section.

This Indemnity shall survive termination of the Agreement of Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other contract documents or agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the City may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

(b) Insurance Requirements are set out in the Construction Agreement.

1. The Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage required of the Contractor. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to the City for review.

2. The Contractor agrees that all layers of third-party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. The Contractor agrees further that all other third-party coverages required herein will likewise have concurrent starting and ending dates.
3. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
4. The Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
5. The Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not this Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until the City executes a written statement to that effect.
6. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all inclusive.
7. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
8. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two (2) years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by the City.
9. The Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge the City or the Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

1-49 TRESPASS

The Contractor shall be responsible for all damage or injury, which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

1-50 SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor and his subcontractors, if any, and employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the City or by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be observed and safeguarded. In case such regulations and orders are not observed by the Contractor they may be enforced by the Community Services Director at the Contractor's expense.

1-51 PROTECTION AND CLEAN UP

The Contractor shall protect and care for all work until completion and acceptance thereof. Before the Contractor makes application for the acceptance of the work, all rubbish, excess earth and rock or surplus materials shall be removed leaving the site in a neat, orderly and presentable condition.

1-52 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon Public Works because of the race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation of such persons except as provided in Government Code §12940, and every contractor for Public Works violating Labor Code §1735 is subject to all penalties imposed for a violation of Chapter 1, of Part 7, of Division 2 of the California Labor Code.

1-53 APPRENTICES

Attention is directed to the provisions of Labor Code §§1777.5 and 1777.6 concerning the employment apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to Apprenticeship Standards Wage Schedules and other requirements may be obtained from the Director of Industrial Relations, Ex Officio the Administrator of Apprenticeship - San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

1-54 PRECONSTRUCTION CONFERENCE

Before the start of construction, the Community Services Director will arrange to meet with the Contractor to discuss the requirements on such matters as project supervision, on-site inspections, progress, schedules and reports, payment(s) to Contractor(s), safety and other items pertinent to the project. At this conference, all parties should be prepared to discuss any anticipated problems.

1-55 SUBCONTRACTING LISTING

- (a) Any person making a bid or offer to perform the work described in this contract shall in his bid or offer set forth:
1. The name and location of the place of business of each subcontractor who will perform work of labor or render service to the Contractor in or about the construction of the work or improvement or a subcontractor licensed by the State of California, who, under the subcontract to the Contractor, especially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (.005%) of the Contractor's total bid.
 2. The portion of the work, which will be done by each such subcontractor under this contract. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in his bid.
 3. Their State registration number
- (b) No Contractor whose bid is accepted shall, without the consent of the City either:
1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 2. Permit any subcontractor to be assigned or transferred or allow it to be performed by any other than the original subcontractor listed in the bid.
 3. Sublet or subcontract any portion of the work in excess of one-half of one percent (.005%) of the Contractor's bid as to which his original bid did not designate a subcontractor.
- (c) Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency or necessity, and then only after a finding reduced to writing as public record of the awarding authority setting forth the facts constituting such emergency or necessity.

END OF GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS (STATE)
CALIFORNIA STATE REQUIREMENTS- These prevail over conflicting provisions of the
General Conditions

1. State Wage Determinations:

a) As required by Labor Code §§1770 *et seq.*, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

b) In accordance with Labor Code §1775, the Contractor shall, as a penalty to the City, forfeit not more than two hundred dollars (\$200) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her.

2. Workers' Compensation:

a) In accordance with the provisions of Labor Code §3700, the Contractor shall secure the payment of compensation to his employees.

b) Prior to beginning work under the Contract, the Contractor shall sign and file with the City the following certification:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract.”

c) Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the City, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of Workers’ Compensation.

3. Apprentices on Public Works: The Contractor shall comply with all applicable provisions of Labor Code §1777.5 relating to employment of apprentices on public works.

4. Working Hours: The Contractor shall comply with all applicable provisions of Labor Code §§1810 to 1815, inclusive, relating to working hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1.5) times the basic rate of pay.

5. Contractor Not Responsible for Damage Resulting from Certain Acts of God: As provided in Public Contract Code §7105, the Contractor shall not be responsible for the cost of repairing or

restoring damage to the work which damage is determined to have been proximately caused by an act of God, in excess of five percent (5%) of the contracted amount, provided, that the work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the City. The Contractor shall obtain insurance to indemnify the City for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of three and one-half (3.5) on the Richter Scale and tidal waves.

6. Notice of Completion: In accordance with Civil Code §§9204 and 9208, within fifteen (15) days after date of acceptance of the work by the City's governing body, the City will file, in the County Recorder's office, a Notice of Completion of the work.

7. Unpaid Claims: If, at any time prior to the expiration of the period for service of a stop payment notice, there is served upon the City a stop payment notice as provided in Civil Code §§9350 *et seq.*, the City shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop payment notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the construction manager shall, in its discretion, permit the Contractor to file with the City the bond referred to in Civil Code §9364, said monies shall not thereafter be withheld on account of such stop payment notice.

8. Concrete Forms, Falsework, and Shoring: The Contractor shall comply fully with the requirements of section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents.

9. Retainage from Monthly Payments: Pursuant to Public Contract Code §22300, the Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the City of a Notice of Completion. Securities eligible for investment under Public Contract Code §22300 shall be limited to those listed in Government Code §16430 and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

10. Public Works Contracts; Assignment to Awarding Body: In entering into a public works

contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

11. Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations: (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

12. Cultural Resources: The Contractor's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under section 01560, "Temporary Environmental Controls" of the General Requirements.

13. Protection of Workers In Trench Excavations: As required by Labor Code §6705 and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work

as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, the Construction Manager, the Design Consultant or any of their officers, agents, representatives, or employees.

14. Travel and Subsistence Pay:

a) As required by Labor Code §1773.1, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this section.

b) To establish such travel and subsistence payments, the representative of any craft, classification or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

15. Removal, Relocation or Protection to Existing Utilities:

a) In accordance with the provisions of Government Code §4215, any contract to which a public agency as defined in Government Code §4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

b) The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the city of the utility to provide for removal or relocation of such utility facilities.

c) Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.

d) If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.

e) The public utility, where they are the City, shall have the sole discretion to perform such repairs or relocation work or permit the Contractor to do such repairs or relocation work at a

reasonable price.

16. Contractor License Requirements: In accordance with Business and Professions Code §7028.15, a licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, and the license expiration date is stated. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

17. Prohibiting Work by Certain Contractors: Pursuant to the provisions in Labor Code §§1777.1 and 1777.7, the Labor Commissioner publishes and distributes a list of contractors' ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>.

**END OF CALIFORNIA STATE REQUIREMENTS
END OF SUPPLEMENTARY GENERAL CONDITIONS**

SPECIAL PROVISIONS

1. ORDER OF WORK

Prior to commencement of any work on the project, a preconstruction conference will be held for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the Community Services Director, periodic meetings involving project personnel (Contractor, utility and others) will be held for the purpose of coordinating project activities.

2. STARTING AND COMPLETION OF WORK

The work called for in these contract documents shall commence within (10) calendar days after that date set out in the **Notice to Proceed** issued by the City, and shall be diligently pursued to completion within (90) calendar days of said date.

3. FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES

(See General Conditions 1-19) It is agreed by the parties to the contract that in case all work called for under the contract is not completed before or upon the expiration of the time limits set forth in these Special Provisions, damages will be sustained by the City and that it will be impracticable to determine the actual damage by which the City will sustain in the event of and by reason of such delay and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500) per day for each and every day of delay beyond the time prescribed to complete the work.

4. MAINTAINING TRAFFIC

The Contractor shall maintain two-way traffic in the work area in accordance with the “Manual of Traffic Controls for Construction and Maintenance Work Zones” and the MUTCD, 1990 Edition or as modified, available through the State of California, Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

Personal vehicles of the Contractor’s employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

5. PERMIT FEES

. The General Contractor shall be responsible for paying all permit fees to the City.

6. CONSTRUCTION SIGN

The Contractor shall provide a four (4) foot tall by eight (8) foot wide construction sign to be visible to the public and maintained in good order for the duration of construction. Artwork for the sign shall be provided to the Contractor by the City.

Procurement

This Agreement requires the Contractor and its subcontractors, if any, to:

- 1) Perform the grant activity in accordance with Federal, State and local housing and building codes as are applicable.
- 2) Comply with the applicable State and Federal requirements described in Attachments A-F of this Contract which pertain to among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and the Immigration Reform and Control Act.
- 3) Maintain at least the minimum State-required Workers' Compensation insurance for those employees who will perform the grant activity or any part of it.
- 4) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm or corporation who may be injured or damaged by the contractor or any subcontractor in performing the grant activity or any part of it.
- 5) Retain all books, records, accounts, documentation and all other materials relevant to the agreement for a period of three (3) year from date of termination of the Contract, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to the Contract or this standard agreement and any amendments, whichever is later.
- 6) Permit the State, Federal government, the Bureau of State audits, the Department of Housing and Community Development and/or their representative, upon reasonable notice unrestricted access to any or all books, records, accounts, documentation and all other materials relevant to the agreement for the purpose of monitoring, auditing or otherwise examining said materials.

**EQUAL OPPORTUNITY STANDARD CONTRACT LANGUAGE:
ALL CONTRACTS AND SUBCONTRACTS**

1. The Civil Rights, HCD and Age Discrimination Acts Assurances:

During the performance of this Contract, the City of El Centro assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, gender, age or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located, or owned in substantial part by persons residing, in the area of the project.
- b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The City of El Centro requires that the Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or worker's representative of the Contractor's commitments under this Section 3 clause and in addition shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The City of El Centro and the Contractor will include these Section 3 clauses in every Contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the Contract upon a finding that the City of El Centro or the Contractor or any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any Contract unless the City of El Centro or the Contractor or any subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the project, binding upon the City of El Centro, its successors and assigns. Failure to fulfill these requirements shall subject the City of El Centro, the Contractor and any subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age (over 40), gender, gender identity, gender expression or sexual orientation. The Contractor and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and any subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §§12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7258.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

EQUAL OPPORTUNITY CLAUSE AND FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

- A. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender or national origin.
 3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor's noncompliance with the discrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the portion of the sentence immediately preceding section (1) and the provisions of sections (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant

to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Contractor and any subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally-assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the City; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand dollars (\$10,000) the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. The Contractor must be able to demonstrate his participation in and compliance with the provisions of any such Hometown Plan. The Contractor or any subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse the Contractor's or any subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in sections 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction

contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore,

along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings,

screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
 - l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. The Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, gender or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in section 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, gender, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he does not maintain or provide for his employees any segregated facility at any of his establishments, and that he does not permit employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, habits, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (\$10,000) which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**CDBG STANDARD CONTRACT LANGUAGE – ALL CONTRACTS AND
SUBCONTRACTS**

EQUAL OPPORTUNITY

1. The Civil Rights, Housing and Community Development and Age Discrimination Acts Assurances

During the performance of this Contract, the City of El Centro and the Consultant both assure that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, gender, age or disability, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

2. Rehabilitation Act of 1973 and the “504 Coordinator”

The City of El Centro agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a special person charged with local enforcement of this Act, as the “504 Coordinator.”

3. The Training, Employment and Contracting Opportunities Assurance of Compliance:

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located, or owned in substantial part by persons residing, in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and urban Development set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. The City of El Centro will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker’s representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The City of El Centro and the Contractor will include these Section 3 clauses in the Contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the Contract upon a finding that the City of El Centro or the Contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the City of El Centro or the Contractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be condition of the Federal financial assistance provided to the project, binding upon the City of El Centro, its successors and assigns. Failure to fulfill these requirements shall subject the City of El Centro, the Contractor, its successors and assigns to those sanctions specified by the grant or the Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. State Nondiscrimination Clause

a. During the performance of this Contract City of El Centro and the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), gender, denial of family and medical leave and denial of pregnancy leave. The Contractor shall insure that the evaluation and treatment of his employees and applicants for employment are free of such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 *et seq.*) and the applicable regulations promulgated under (California Code of Regulations, Title 2, section 7258.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. City of El Centro and the Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. City of El Centro and the Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontract to perform work under the Contract.

5. Americans with Disabilities Act (ADA) of 1990

By signing this Contract, the parties to this Contract assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 *et seq.*), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Assurance of Compliance with Requirements Placed on Construction Contracts of Ten Thousand Dollars (\$10,000) or More

The City of El Centro and the Contractor hereby agree to place in every contract for construction exceeding ten thousand dollars (\$10,000) the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. The City of El Centro furthermore agrees to insert the appropriate Goals and Timetable issued by the U.S. Department of Labor in the Contract and all subcontracts.

7. Drug Free Workplace Certification

The City of El Centro and the Contractor hereby agree to abide by the State Drug Free Workplace rules and regulations as defined in Attachment A of the City's 2000 Economic Development Planning/Technical Assistance grant agreement with the Department of Housing and Community Development.

ADDITIONAL CDBG COMPLIANCE REQUIREMENTS

1. LABOR STANDARDS – FEDERAL LABOR STANDARDS PROVISIONS

The City of El Centro and the Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 USC 276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration or repair contracts of two thousand dollars (\$2,000).

Copeland “Anti-Kickback” Act (47 USC 276c) requires that workers be paid at least once per week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40 USC 327-333) requires that workers receive “overtime” compensation at a rate of one and one half (1.5) times their regular hourly wage after they have worked forty (40) hours in one (1) week.

Title 29. Code of Federal Regulations. Subtitle A. Parts 1. 3. and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

2. CLEAN AIR AND WATER/ENVIRONMENTAL REGULATIONS

The City of El Centro and the Contractor agree to abide by the State rules and regulations regarding such matters as clean air and water and environment regulations.

3. NLRB CERTIFICATION/PROCUREMENT/PROGRAM INCOME/UNIFORM ADMIN REQUIREMENTS

The City of El Centro and the Contractor agree to abide by the State rules and regulations regarding such matters as NLRB, procurement, program income and uniform administrative requirements.

4. ANTI-LOBBYING CERTIFICATION

The City of El Centro shall require that the language of this certification be included in the Contract and all subcontracts entered into in connection with this grant activity and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and no more than one hundred thousand dollars (\$100,000) for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

5. Bonus or Commission. Prohibition Against Payments

The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of:

a. obtaining the State’s approval of the application for such assistance, or

b. the State’s approval of the applications for additional assistance, or

c. any other approval or concurrence of the State required under this Contract, Title I of the Housing and Community Development act of 1974, or the State regulations with respect thereto:

provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

6. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

Drug Free Workplace Certification

By signing this Contract, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirement of the Drug-Free Workplace Act of 1990 (Government Code §§8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The City of El Centro's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by section 1.
- d. Notifying the employee in the statement required by section 1 that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the agency in writing, within ten (10) calendar days after receiving notice under subsection d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subsection d. (2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement or other appropriate agency.

**SECTION 3 CLAUSE
FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS
AT OR ABOVE ONE HUNDRED THOUSAND DOLLARS (\$100,000)**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidence by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD-assisted contracts.

THE IMMIGRATION REFORM AND CONTROL ACT

The Immigration Reform and Control Act of 1986 (“IRCA”) legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law, the Immigration and Naturalization Service (“INS”), now an integrated component of the Department of Homeland Security (“DHS”), created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees.

- For employers who fail to properly complete, retain or make I-9 Forms available for inspection, fines range from one hundred dollars (\$100) to one thousand one hundred dollars (\$1,100) per individual I-9.
- For employers who knowingly hire or knowingly continue to employ unauthorized workers, civil penalties range from two hundred fifty dollars (\$250) to eleven thousand dollars (\$11,000) per violation.
- For employers engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized workers, fines can be as much as three thousand dollars (\$3,000) per employee and/or six (6) months of imprisonment.
- Federal contractors and subcontractors will be required to begin using the E-Verify system starting January 15, 2009, to verify their employees’ eligibility to legally work in the United States. In a final rule published in the Federal Register, the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council amended the Federal Acquisition Regulation (“FAR”) to reflect this change. Further compliance information must be obtained at <http://www.formi9.com/index.aspx>.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFFT Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve,

modify or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or will notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise HUD or its designee or will notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subsections (1)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this Contract from the first (1st) day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or sub- contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three (3)

years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I (b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract;

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subsection A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the Contractor or any subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The Contractor or any subcontractor shall make the records required under subsection A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.1 2.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee

program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR Part 5.5.

7. Contract Termination; Debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10. (1) Certification of Eligibility. By entering into this Contract the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part "Whoever, for the purpose of . . .

influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than five thousand dollars (\$5,000) or imprisoned not more than two (2) years, or both."

11. Complaints, Proceedings or Testimony by Employees. No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this section, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is greater.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subsection (1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subsection (1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections (1) through (4) of this section.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. The Contractor and all subcontractors are subject to the application of Labor Code §§1720 *et seq.* which detail the regulations and procedures governing the payment of State prevailing wages.

The Contractor and all subcontractors are subject to the provisions of Labor Code §3700 which requires that every employer be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.

The Contractor and all subcontractors are subject to the provisions of Labor Code §§1810 through 1814 which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor or subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25) for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Labor Code §1815 requires that notwithstanding the provisions of Labor Code §§1810 through 1814, employees of the Contractor who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1.5) times the basic rate of pay.

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: **CITY OF El Centro, Frazier Field Improvements Project**

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the minutes of the pre-construction conference, the Federal Labor Standards clauses pertaining to the subject project and the U.S. Department of Labor Wage Determinations CA and the State of California Labor Standards and Wage Determinations IMP and others.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the **“Statement of Compliance”** which will accompany our weekly Certified Payroll Reports for this project:

(Print Name) Payroll Officer

(Signature) Payroll Officer

(Contractor / Subcontractor)

(Print Name)

(Signature)

(Title)

(Date)

PAYROLL FORMS

**STATE
PREVAILING WAGE
RATES**

CONSTRUCTION PLANS

PROJECT INFORMATION

Owner:

City of El Centro
1275 Main Street
El Centro, CA 92243

Project Site:

Frazier Field
1150 N. 6th Street
El Centro, CA 92243

Assessors Acct. No.

044-331-002

Legal Description:

E 264 FT OF NE 1/4 OF NW 1/4 OF
S 1/2 OF TR49 T15S R14E

Zoning:

L-U Limited Use Zone

Project Manager:

Javier Villaverde
Parks Supervisor
City of El Centro
(760) 337-4543
jvillaverde@cityofelcentro.org

SHEET INDEX

A-1

Title Page - Demolition Plan

A-2

Site Plan

A-3

Sidewalk Plan & Details

A-4

Sidewalk Plan & Details

A-5

Sidewalk Plan & Details

A-6

Field #1 Plan & Post Footing Details

A-7

Field #2 Plan & Dugout Details

A-8

Fields #3 & #4 Plan & Backstop Detail

A-9

Field #1 Dugouts Plan & Details

DEMOLITION PLAN KEYNOTES

1

REMOVE EXISTING SCOREBOARD - SUPPORT POSTS TO REMAIN

2

REMOVE EXISTING 20'X20'X20' CHAIN LINK BACKSTOPS INCLUDING CONCRETE FOOTINGS & CURB

3

REMOVE EXISTING CHAIN LINK FABRIC BETWEEN BACKSTOP & DUGOUT

4

REMOVE EXISTING CONCRETE SLAB, BENCH & CHAIN LINK FABRIC @ DUGOUT

5

REMOVE EXISTING FLAG POLE

6

REMOVE EXISTING DUGOUT INCLUDING CONCRETE SLAB. REMOVE ALL CHAIN LINK FENCE SECTIONS AROUND DUGOUT

7

REMOVE EXISTING CONCRETE SLAB

8

EXISTING IRRIGATION PUMP(S) - PROTECT IN PLACE

9

EXISTING CHAIN LINK BACKSTOPS TO REMAIN

10

REMOVE (E) CHAIN LINK BACKSTOPS & INSTALL NEW 18FT HIGH 20'x20'x20' CHAIN LINK BACKSTOPS - SEE DETAIL 1 ON SHEET A-2

11

EXISTING SNACK BAR & RESTROOMS FACILITY

12

REMOVE (E) SCOREBOARDS & INSTALL 8'x4' SCOREBOARDS MODEL 3314 BY VARSITY SCOREBOARDS. INSTALL ON (E) METAL POSTS PER MFR. INSTALLATION DETAILS. CONNECT TO (E) ELECTRICAL AS REQUIRED

13

4" THICK CONCRETE SIDEWALK - SEE SHEET A-4 FOR DETAILS

14

30FT TALL ARCHITECTURAL GRADE ALUMINUM HEAVY DUTY FLAG POLE MAJESTIC BY CARROT TOP INDUSTRIES. INSTALL PER MFR. DETAILS

15

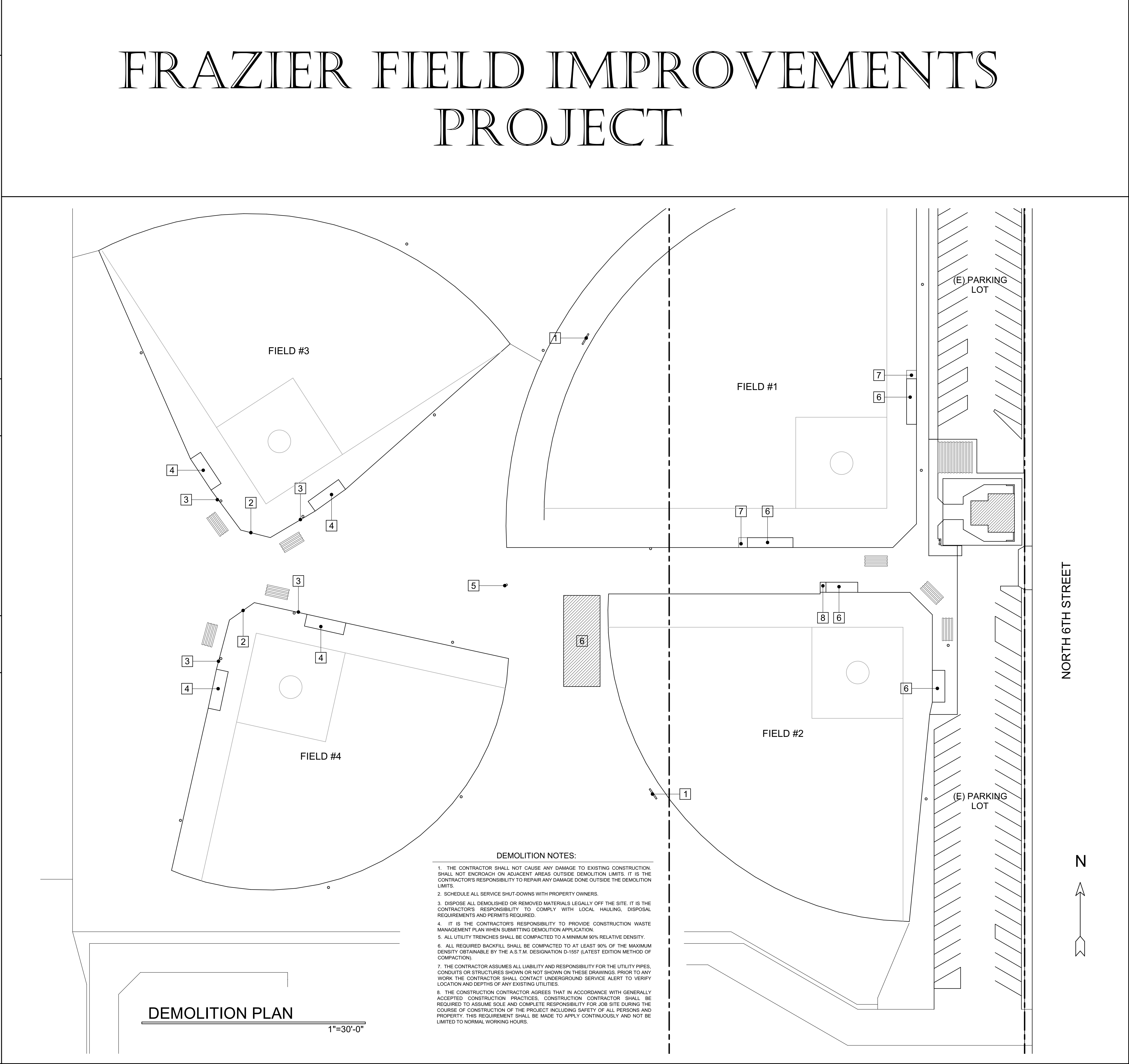
SQUARE PEDESTAL PICNIC TABLE W/ SUN SHELTER MODEL SPS-APS INSTALL PER MFR. DETAILS

16

SQUARE PEDESTAL PICNIC TABLE W/ SUN SHELTER MODEL SPS-4PS INSTALL PER MFR. DETAILS

17

EXISTING SCHOOL BUILDING



REVISIONS

COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867

FRAZIER FIELD IMPROVEMENTS PROJECT
1150 N. 6TH STREET
EL CENTRO, CA 92243

DRAWN BY: JV

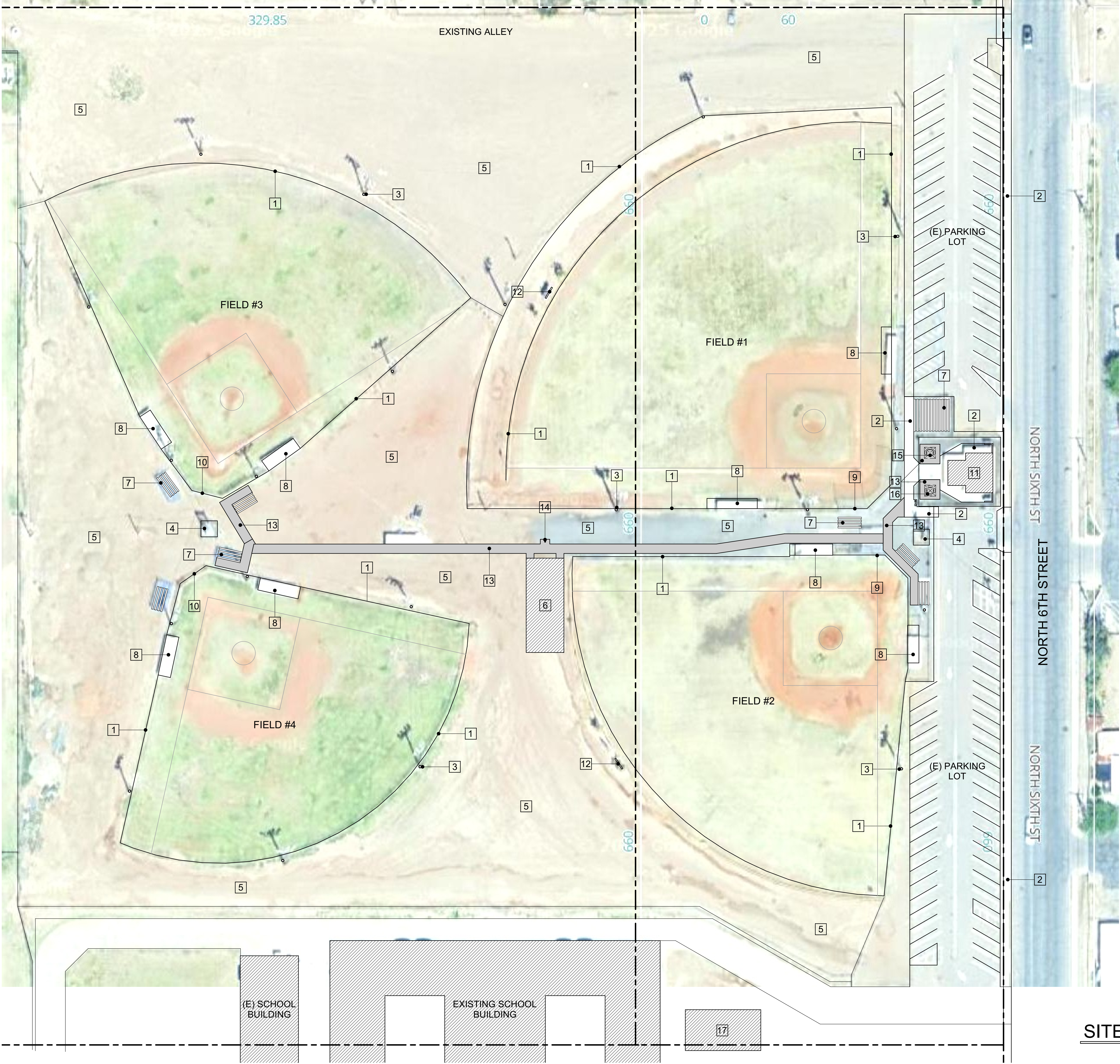
DATE: MAY 2025

SCALE: AS SHOWN

SHEET

A-1

Page 307 of 380



GENERAL NOTES:

- 1. THE CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. PRIOR TO ANY WORK THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT TO VERIFY LOCATION AND DEPTHS OF ANY EXISTING UTILITIES.
- 2. THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- 3. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- 4. THIS PROJECT SHALL COMPLY WITH THE 2022 CALIFORNIA BUILDING CODE (TITLE 24), 2022 CA ELECT. CODE BASED ON THE 2014 NEC, 2022 CA MECH. CODE BASED ON THE 2012 UMC, 2019 CA PLUMBING CODE BASED ON THE 2012 UPC AND 2022 CA ENERGY CODE.
- 5. EFFORT HAS BEEN MADE TO PROVIDE CONTRACTOR WITH ACCURATE INFORMATION REGARDING EXISTING CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING PROJECT. ANY CONFLICTS DISCOVERED BY THIS CONTRACTOR DURING THE PREBID PROCESS WHICH MAY AFFECT THE SCOPE OF WORK, SHALL BE REPORTED TO THE OWNER PRIOR TO BIDDING. THE SUBMISSION OF A BID SHALL INDICATE THIS CONTRACTOR'S COMPLETE UNDERSTANDING OF THE CONTRACT DOCUMENTS AND ACCEPTANCE OF EXISTING CONDITIONS. THE NEW SYSTEMS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS SHALL BE FULLY INSTALLED AND OPERATIONAL. ALL ITEMS INCIDENTAL TO THE COMPLETION OF THE WORK SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.

SITE PLAN KEYNOTES

- 1 EXISTING HIGH CHAIN LINK FENCE
- 2 EXISTING SIDEWALK(S)
- 3 EXISTING WOOD FIELD LIGHTING POLE (20 TOTAL)
- 4 EXISTING ELECTRICAL SERVICE ENCLOSURE
- 5 EXISTING NATURAL GRADE AREA
- 6 EXISTING BATTING CAGES
- 7 EXISTING ALUMINUM BLEACHERS
- 8 NEW DUGOUT PER PLAN
- 9 EXISTING CHAIN LINK BACKSTOPS TO REMAIN
- 10 NEW 18' HIGH CHAIN LINK BACKSTOP PER PLAN
- 11 EXISTING SNACK BAR & RESTROOMS FACILITY
NEW 8'x4' SCOREBOARD MODEL 3314 BY VARSITY SCOREBOARDS. INSTALL ON (E) METAL POSTS PER MFR. INSTALLATION DETAILS. CONNECT TO (E) ELECTRICAL AS REQUIRED. PAINT (E) POSTS BLACK
- 13 4" THICK CONCRETE SIDEWALK - SEE SHEETS A-3, A-4 & A-5 FOR DETAILS
- 14 30FT TALL ARCHITECTURAL GRADE ALUMINUM HEAVY DUTY FLAG POLE MAJESTIC BY CARROT TOP INDUSTRIES. INSTALL PER MFR. DETAILS
- 15 SQUARE PEDESTAL PICNIC TABLE W/ SUN SHELTER MODEL SPS-APS BY BELSON OUTDOORS. INSTALL PER MFR. DETAILS
- 16 SQUARE PEDESTAL PICNIC TABLE W/ SUN SHELTER MODEL SPS-4PS BY BELSON OUTDOORS. INSTALL PER MFR. DETAILS
- 17 EXISTING SCHOOL BUILDING

IMPERVIOUS SURFACES TO BE ADDED

CONCRETE SIDEWALKS	3,649 SQ.FT.
TOTAL	3,649 SQ.FT.



SITE PLAN

1"=30'-0"

REVISIONS



COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



FRAZIER FIELD IMPROVEMENTS PROJECT
1150 N. 6TH STREET
EL CENTRO, CA 92243

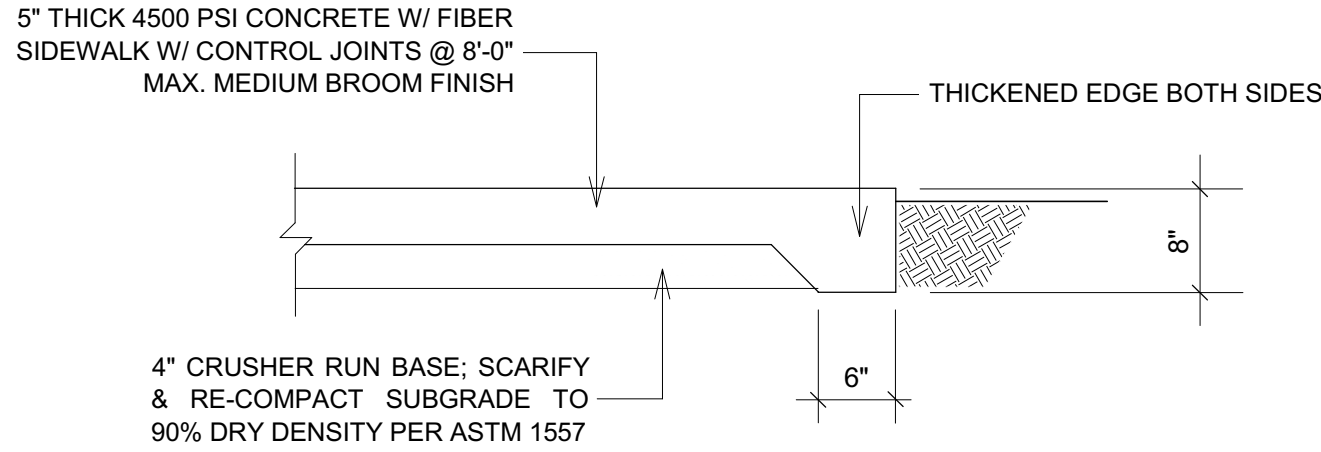
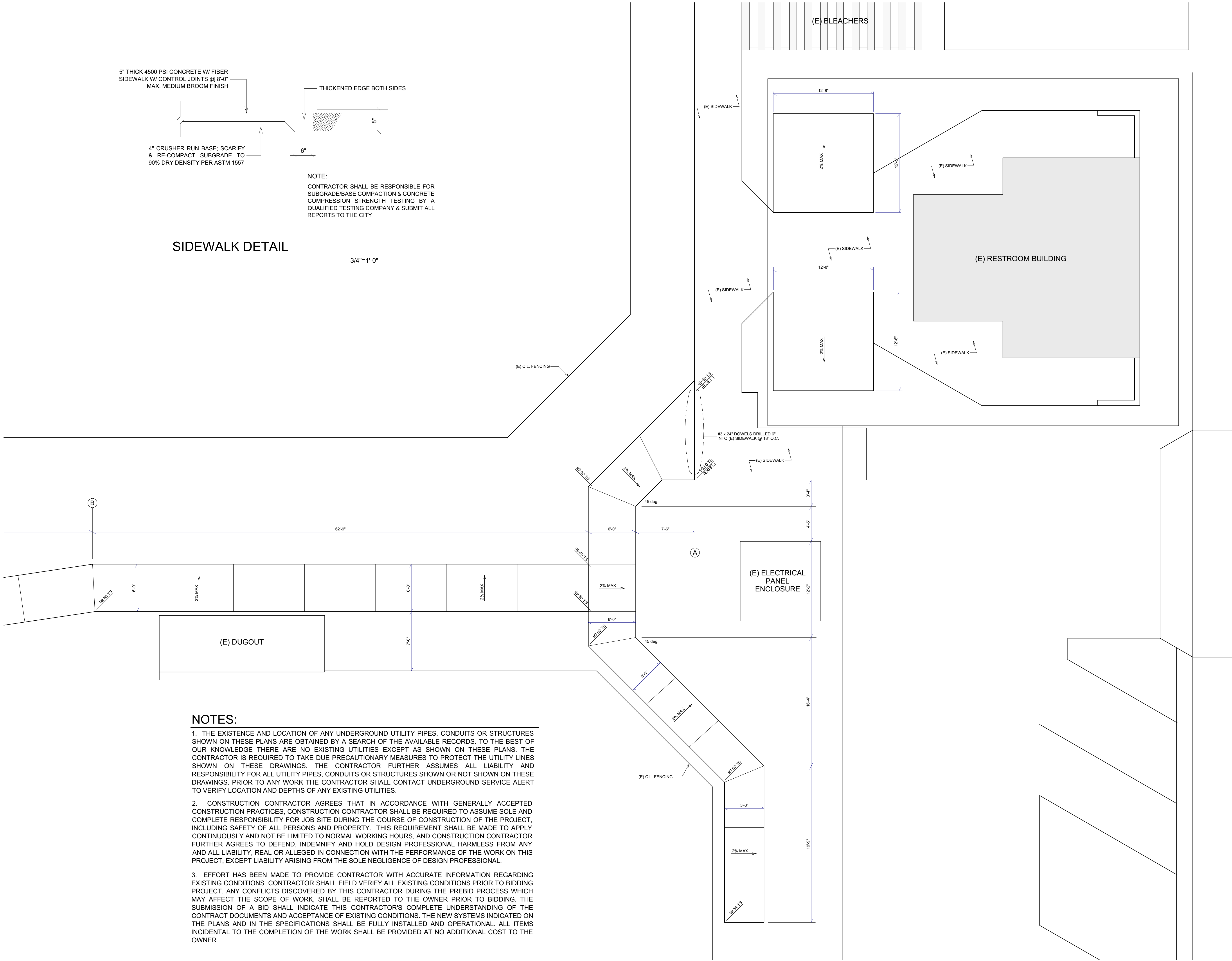
DRAWN BY: JV

DATE: MAY 2025

SCALE: AS SHOWN

SHEET

A-2



SIDEWALK DETAIL

NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR SUBGRADE/BASE COMPACTION & CONCRETE COMPRESSION STRENGTH TESTING BY A QUALIFIED TESTING COMPANY & SUBMIT ALL REPORTS TO THE CITY

- NOTES:
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR ALL UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. PRIOR TO ANY WORK THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT TO VERIFY LOCATION AND DEPTHS OF ANY EXISTING UTILITIES.
 - CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
 - EFFORT HAS BEEN MADE TO PROVIDE CONTRACTOR WITH ACCURATE INFORMATION REGARDING EXISTING CONDITIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING PROJECT. ANY CONFLICTS DISCOVERED BY THIS CONTRACTOR DURING THE PREBID PROCESS WHICH MAY AFFECT THE SCOPE OF WORK, SHALL BE REPORTED TO THE OWNER PRIOR TO BIDDING. THE SUBMISSION OF A BID SHALL INDICATE THIS CONTRACTOR'S COMPLETE UNDERSTANDING OF THE CONTRACT DOCUMENTS AND ACCEPTANCE OF EXISTING CONDITIONS. THE NEW SYSTEMS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS SHALL BE FULLY INSTALLED AND OPERATIONAL. ALL ITEMS INCIDENTAL TO THE COMPLETION OF THE WORK SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.

NORTH 6TH STREET

REVISIONS

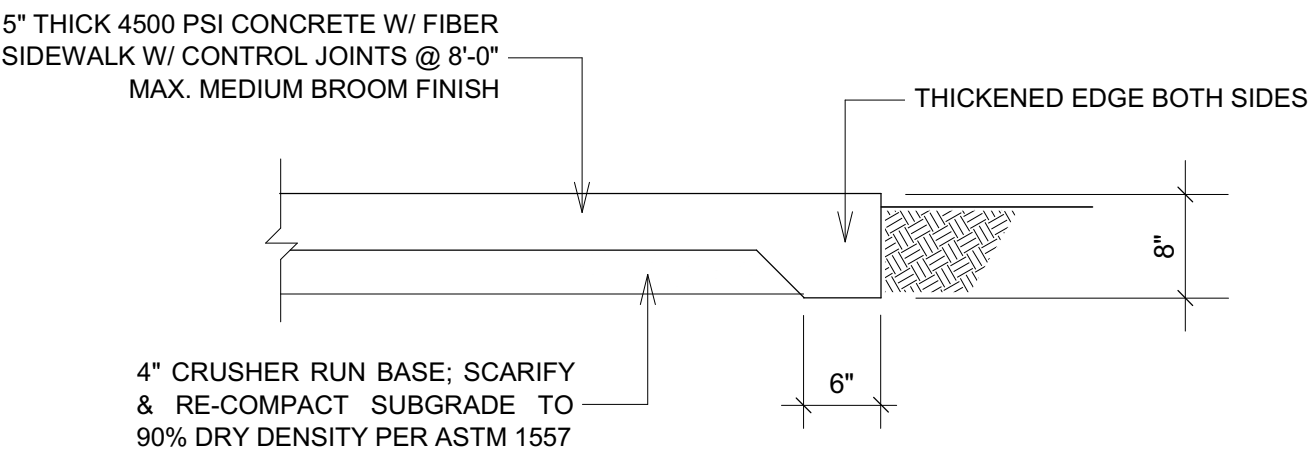
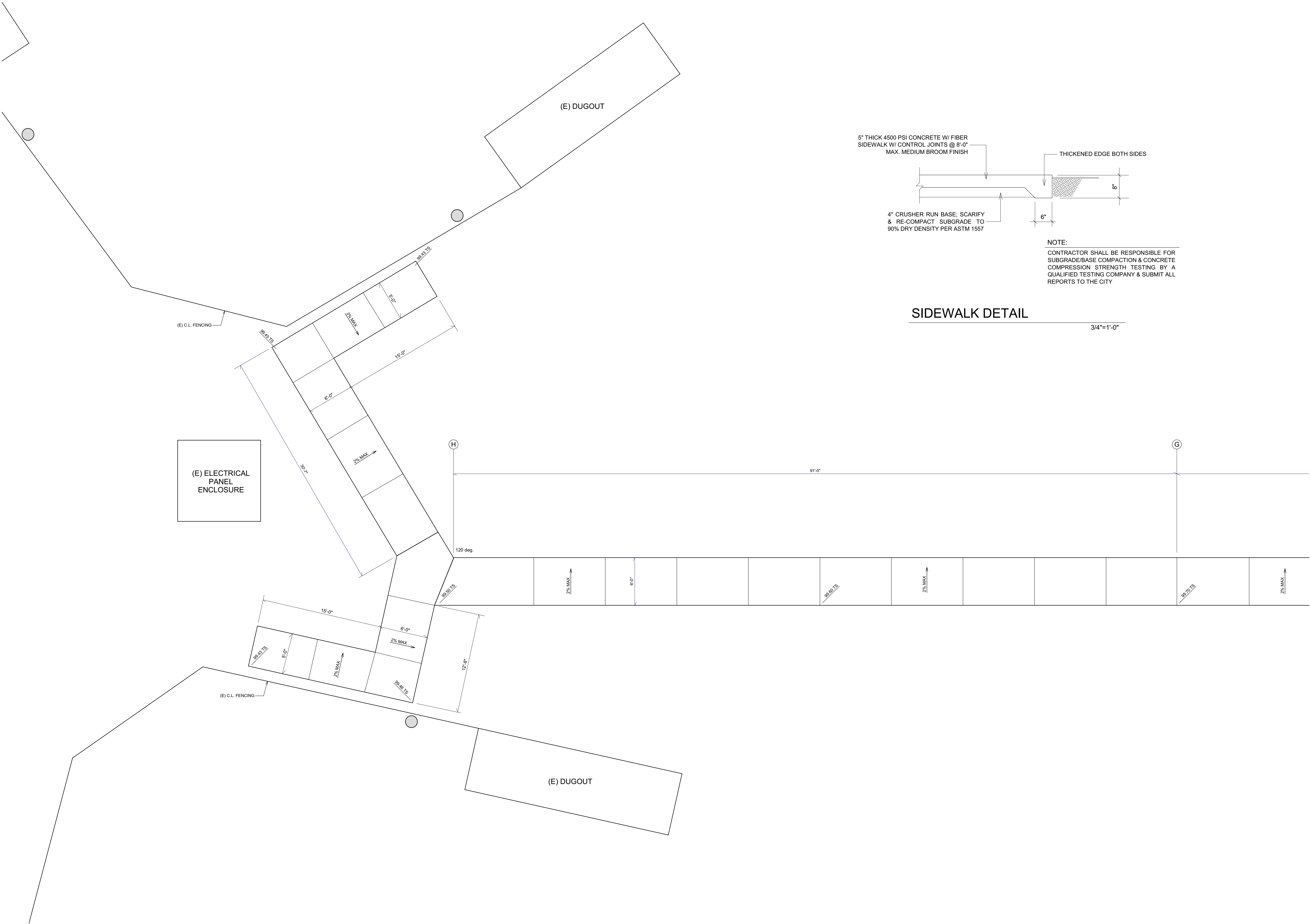
COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867

City of El Centro
Parks & Recreation
Grow Play Give

FRAZIER FIELD IMPROVEMENTS PROJECT
1150 N. 6TH STREET
EL CENTRO, CA 92243

DRAWN BY:	JV
DATE:	MAY 2025
SCALE:	AS SHOWN
SHEET	

A-3



NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR SUBGRADE/BASE COMPACTION & CONCRETE COMPRESSION STRENGTH TESTING BY A QUALIFIED TESTING COMPANY & SUBMIT ALL REPORTS TO THE CITY

SIDEWALK DETAIL

3/4"=1'-0"

REVISIONS



COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



FRAZIER FIELD IMPROVEMENTS PROJECT
1150 N. 6TH STREET
EL CENTRO, CA 92243

DRAWN BY: JV

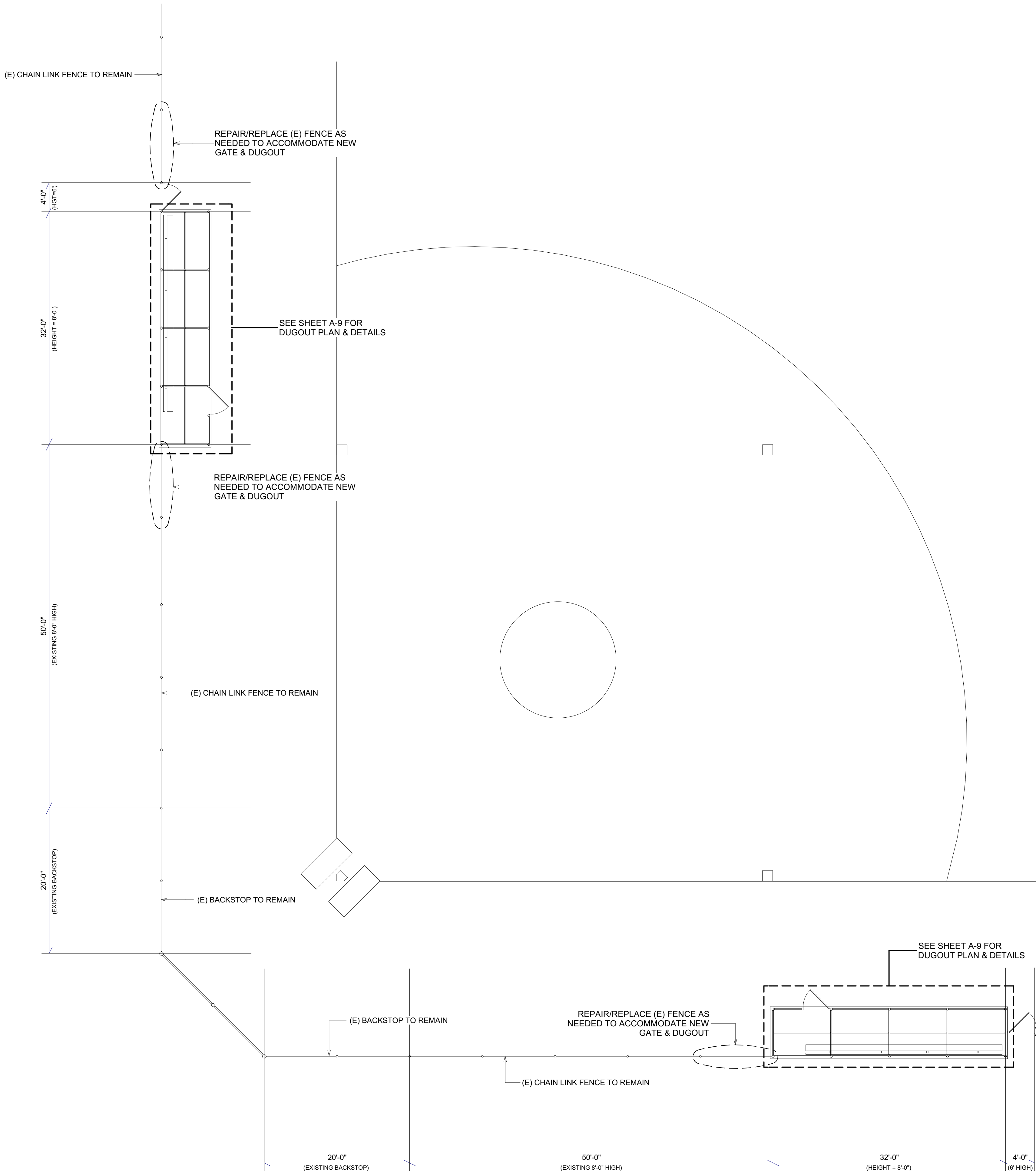
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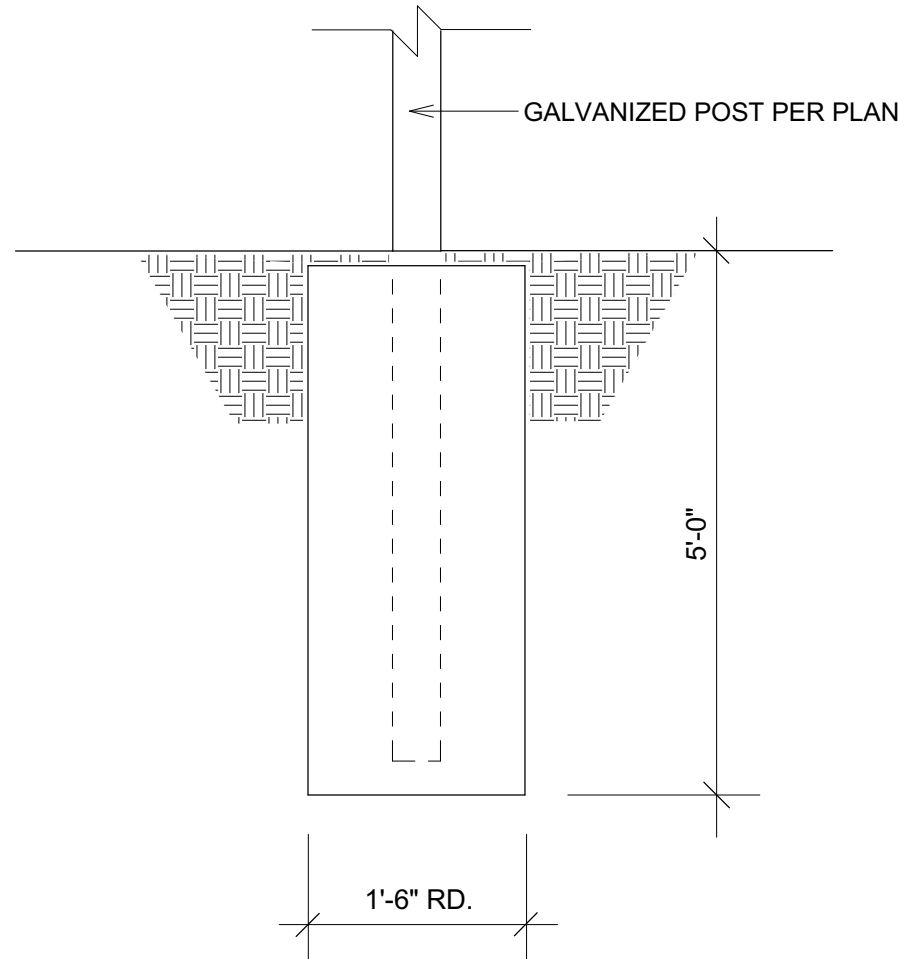
A-5

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FIELD #1 PLAN

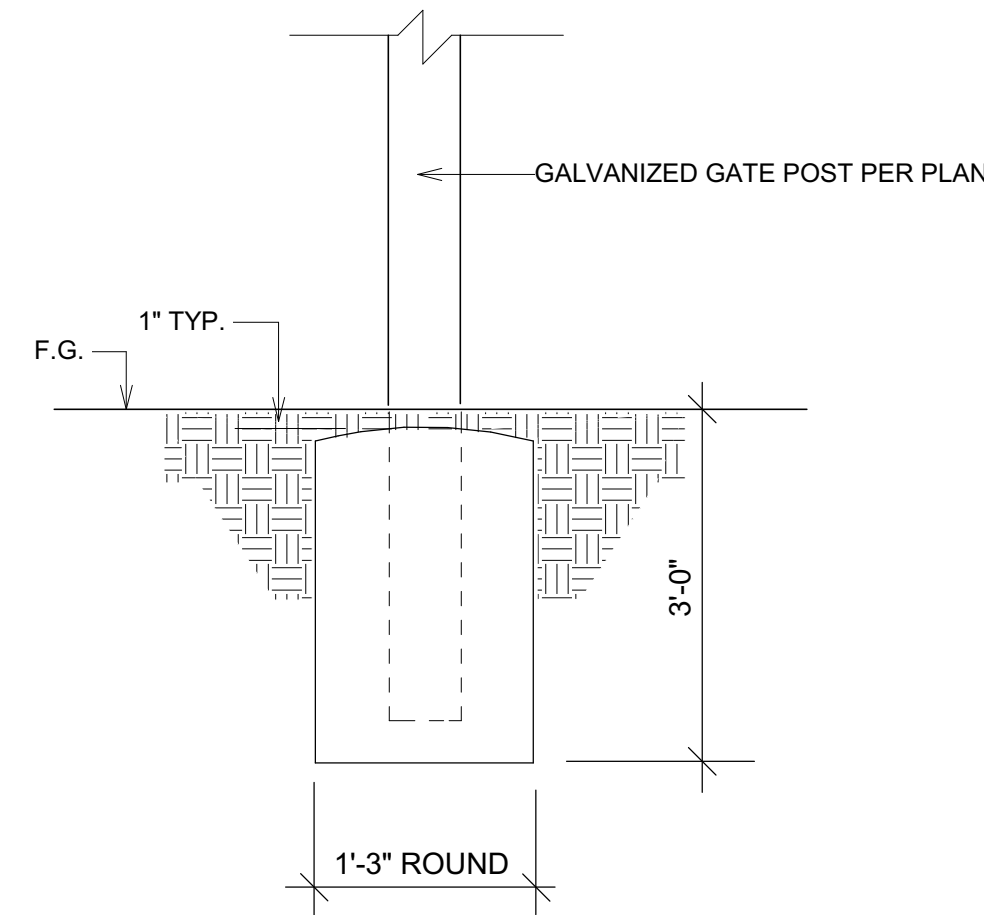
1/8"=1'-0"



END/CORNER POST FTG.

(18' HIGH BACKSTOP)

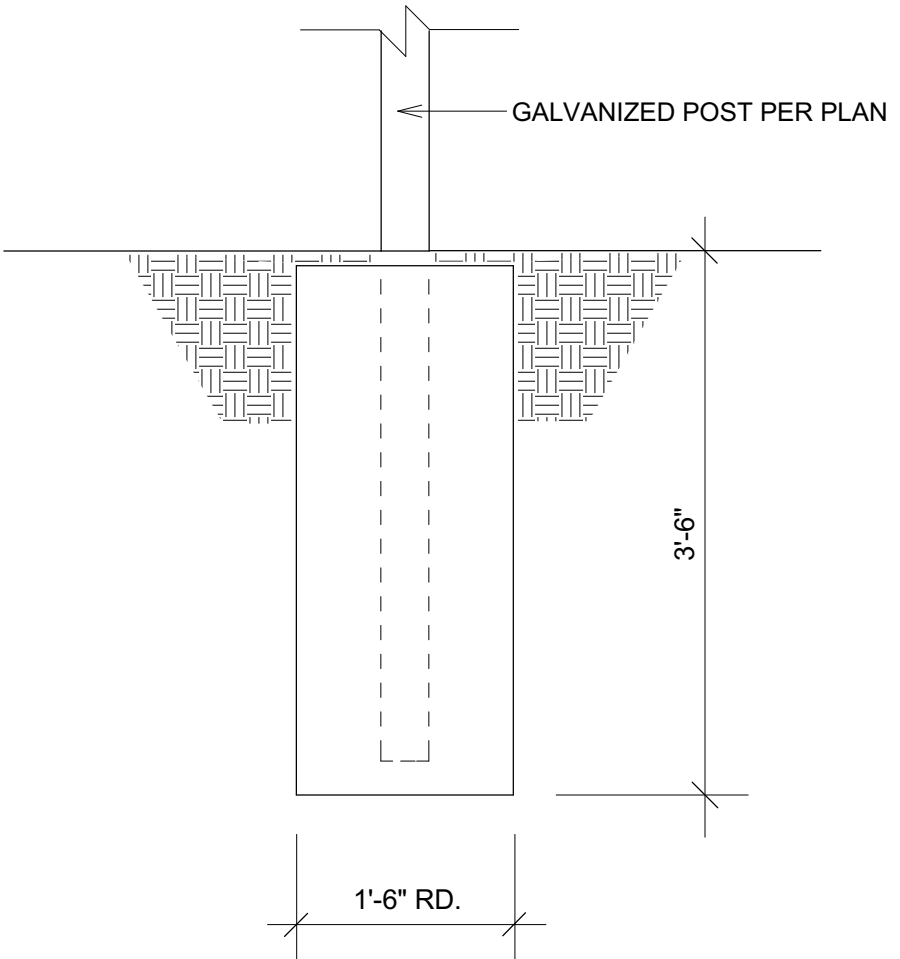
N.T.S.



GATE POST FTG.

(8' HIGH FENCE)

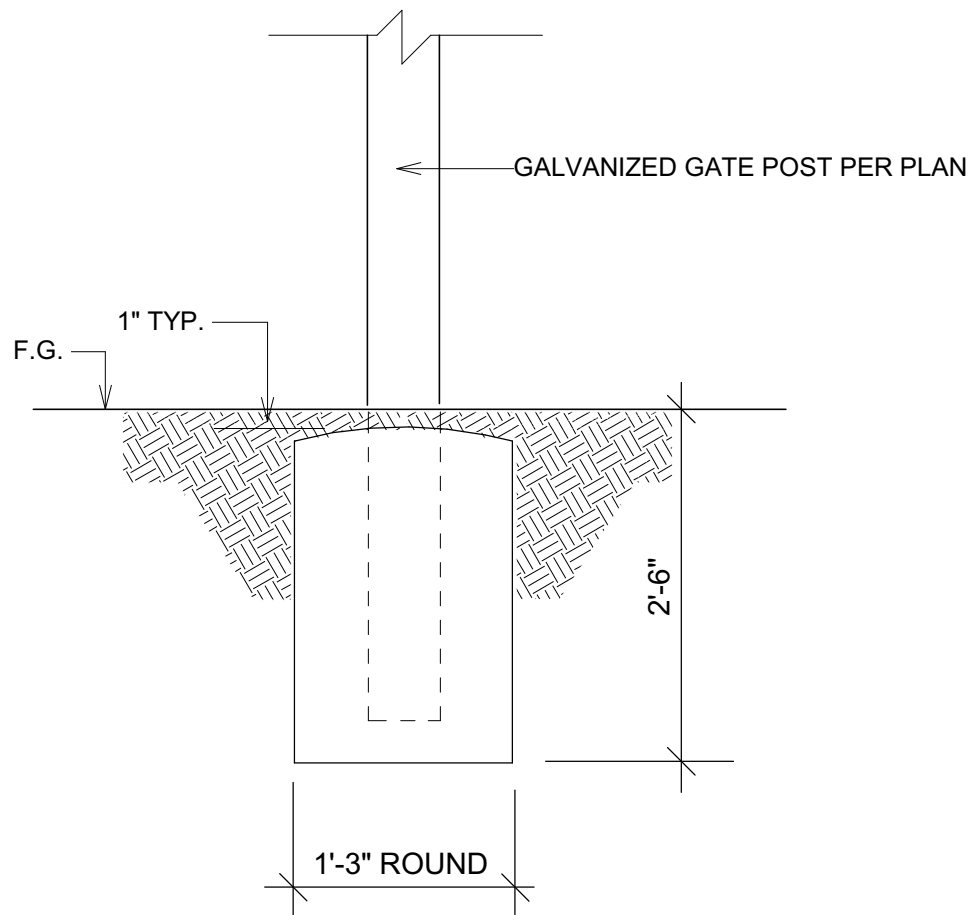
N.T.S.



LINE POST FTG.

(18' HIGH BACKSTOP)

N.T.S.

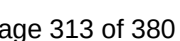


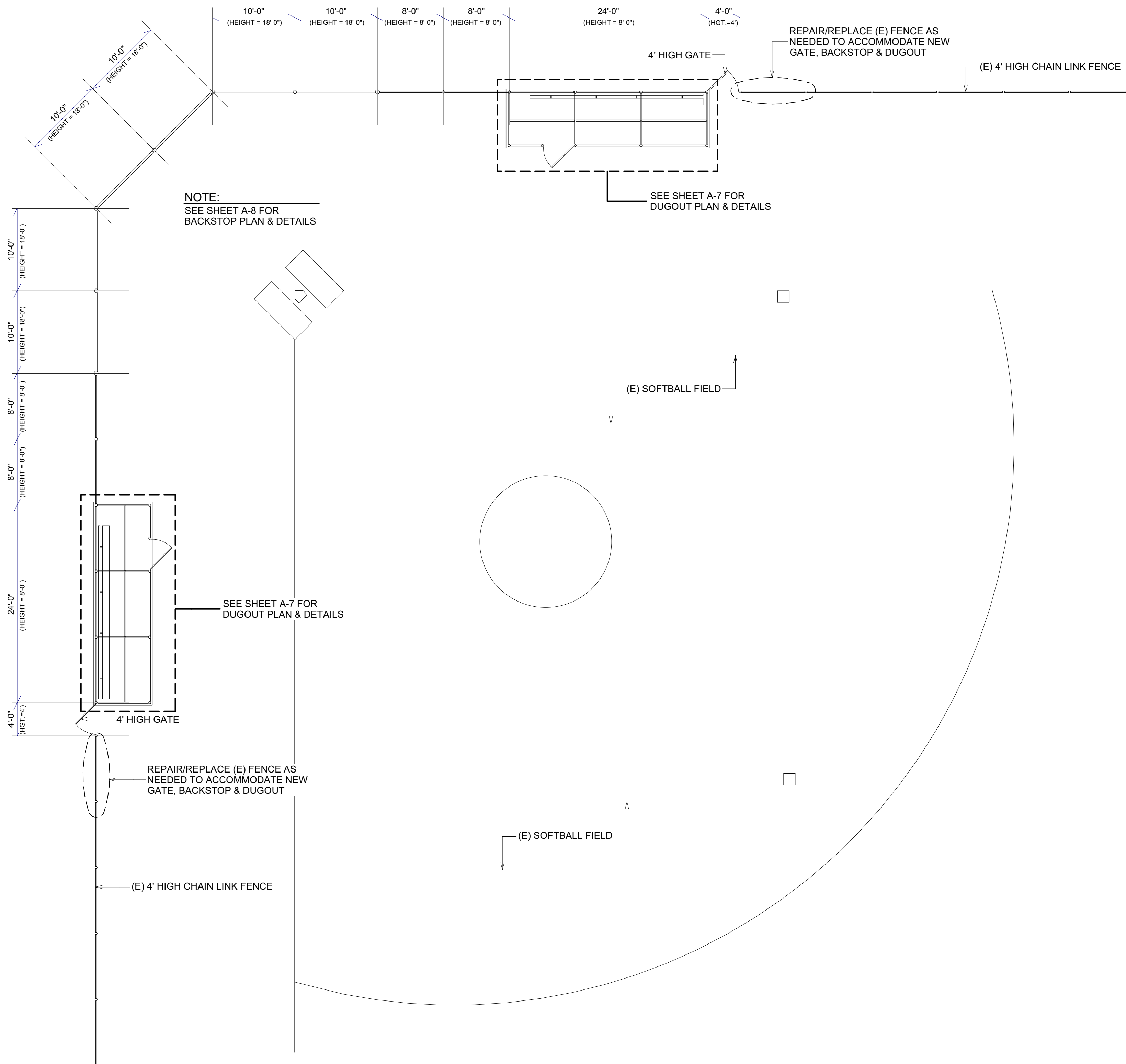
LINE POST FTG.

(8' HIGH FENCE)

N.T.S.

REVISIONS	
COMMUNITY SERVICES DEPARTMENT 1249 MAIN STREET EL CENTRO, CA 92243 PH. (760) 337-4543 FAX (760) 352-4867	
	
FRAZIER FIELD IMPROVEMENTS PROJECT 1150 N. 6TH STREET EL CENTRO, CA 92243	
DRAWN BY: JV	
DATE: MAY 2025	
SCALE: AS SHOWN	
SHEET	
A-6	



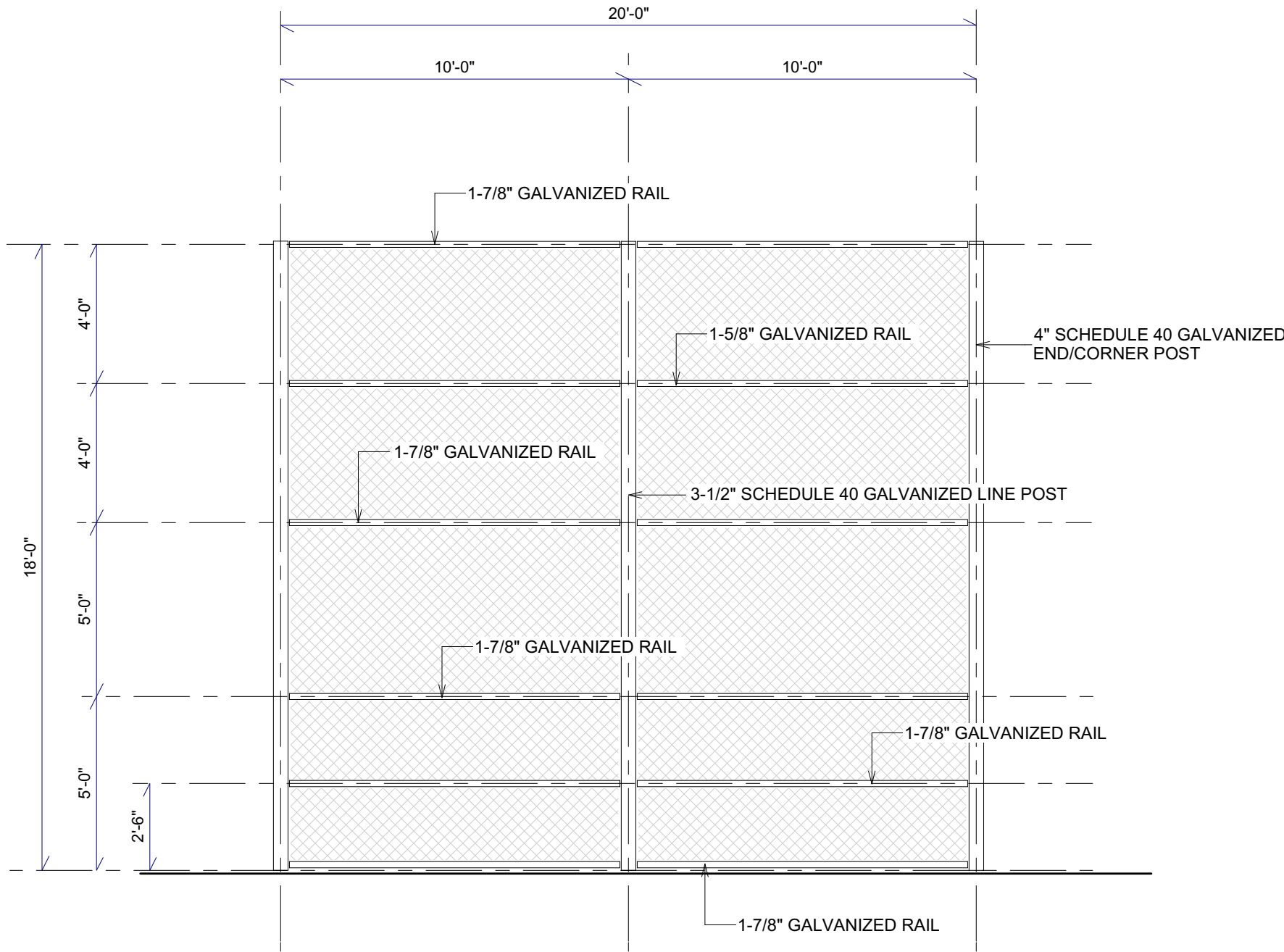


FIELDS #3 & 4 PLAN

1"=20'-0"

CHAIN LINK FENCE SPECIFICATIONS	
CHAIN LINK FABRIC	
TYPE:	GALVANIZED AFTER WEAVING
SPECIFICATION:	ASTM A 392 CLASS 1 OR 2
GAUGE:	9ga. GAW
MESH:	2 INCH
HEIGHT:	VARIES - SEE PLAN
SELVAGE:	KNUCKLED & KNUCKLED
FRAMEWORK	
TOP RAIL:	1-7/8" O.D. SCHEDULE 40
MIDDLE RAIL:	1-7/8" O.D. SCHEDULE 40
BOTTOM RAIL:	1-7/8" O.D. SCHEDULE 40
LINE POSTS:	3-1/2" O.D. SCHEDULE 40
TERMINAL/END POSTS:	4" O.D. SCHEDULE 40
GATES	
FABRIC:	SAME MESH & GAUGE
FRAME:	1-7/8" O.D. SCHEDULE 40
FITTINGS	
STEEL FITTINGS:	HOT DIPPED GALVANIZED
TIES:	ALUMINUM
CAPS:	MALLEABLE, CAST IRON STEEL. PRESSED

USE HEAVY BRACE & END RAIL CLAMPS @ ALL CONNECTIONS W/ 5/16" CARRIAGE BOLTS TYP.



BACKSTOP DETAIL

(TYP. WING SECTION)

1/4"=1'-0"

REVISIONS



COMMUNITY SERVICES DEPARTMENT
1249 MAIN STREET
EL CENTRO, CA 92243
PH. (760) 337-4543 FAX (760) 352-4867



FRAZIER FIELD IMPROVEMENTS PROJECT
1150 N. 6TH STREET
EL CENTRO, CA 92243

DRAWN BY: JV

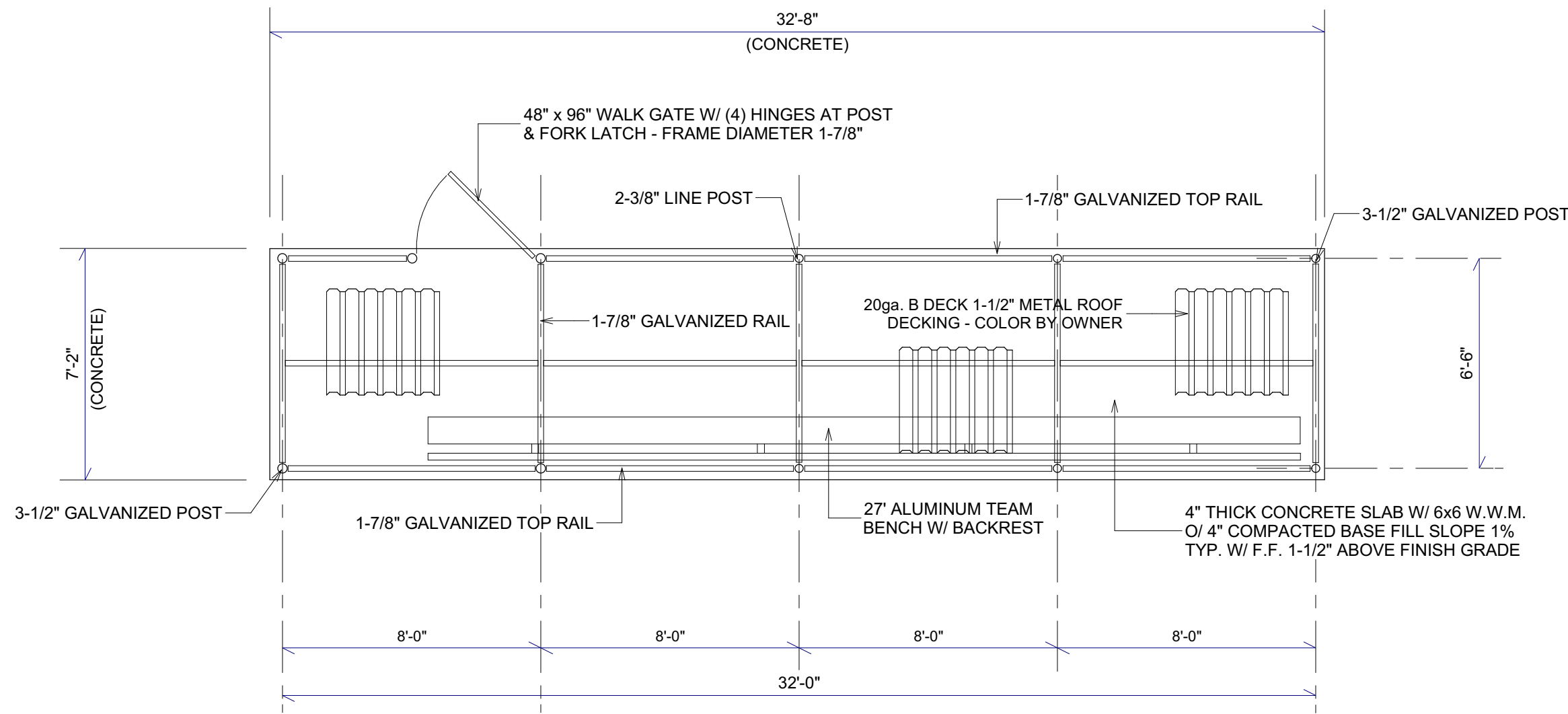
DATE: MAY 2025

SCALE: AS SHOWN

SHEET

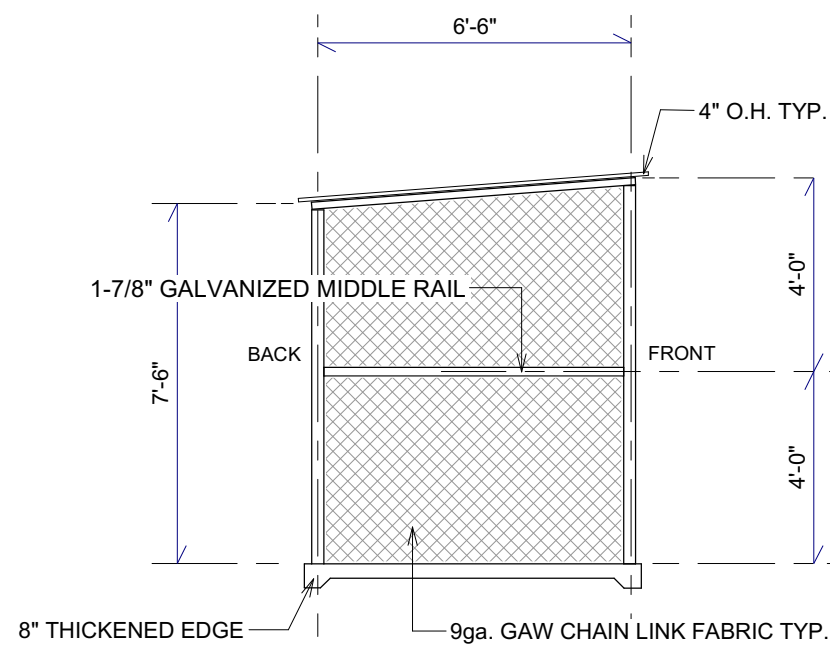
A-8

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PLAN VIEW

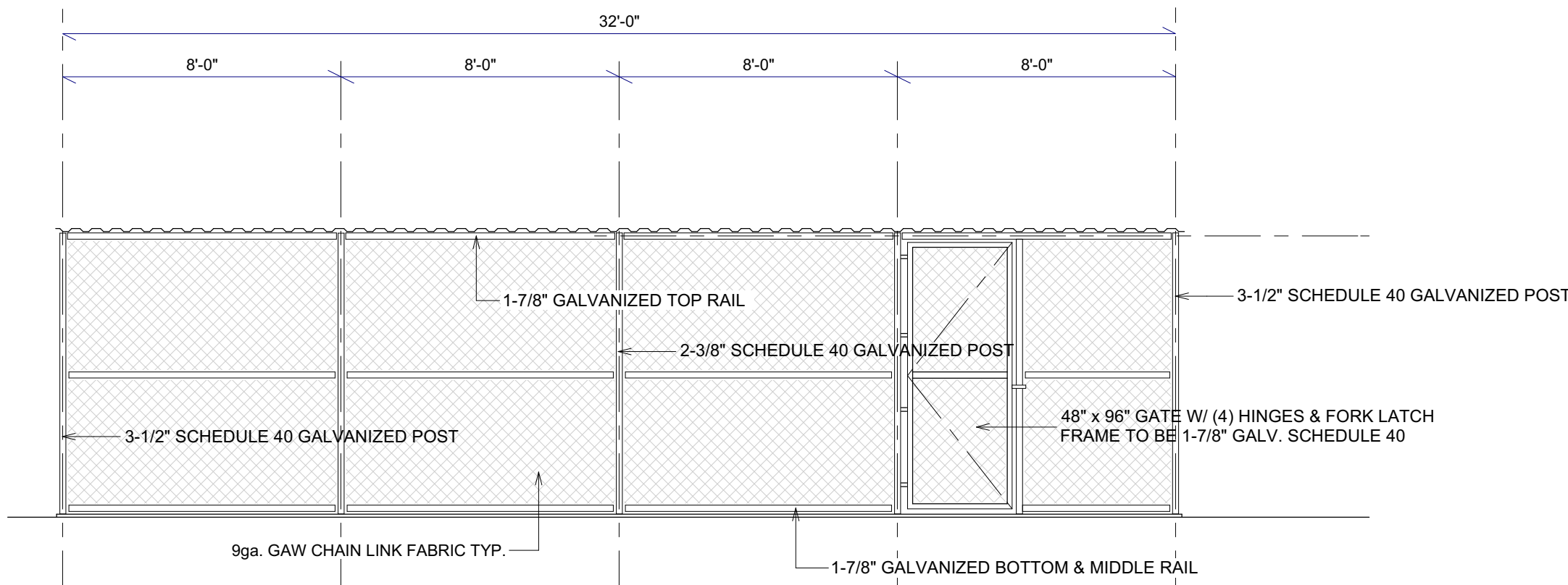
1/4"=1'-0"



SIDE VIEW

(24" DUGOUT)

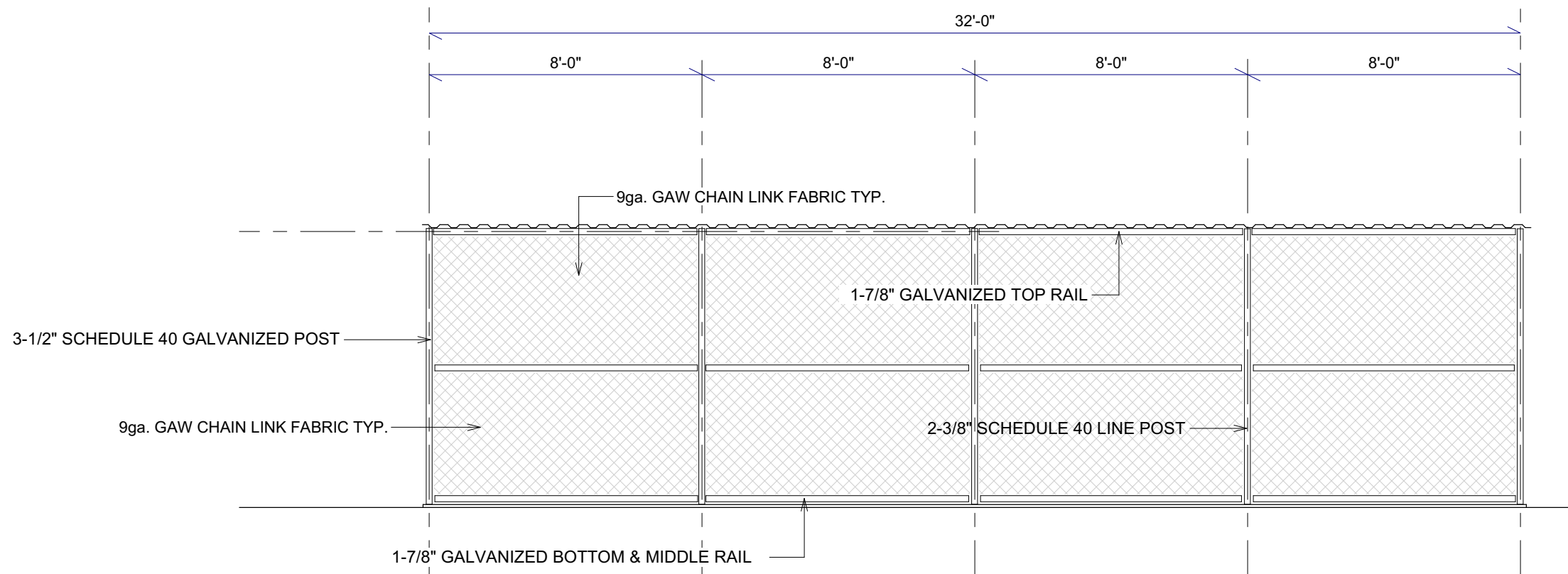
1/4"=1'-0"



FRONT VIEW

(24" DUGOUT)

1/4"=1'-0"



REAR VIEW

(24" DUGOUT)

1/4"=1'-0"

CHAIN LINK FENCE SPECIFICATIONS

CHAIN LINK FABRIC

TYPE: GALVANIZED AFTER WEAVING
SPECIFICATION: ASTM A 392 CLASS 1 OR 2
GAUGE: 9ga. GAW
MESH: 2 INCH
HEIGHT: VARIES - SEE PLAN
SELVAGE: KNUCKLED & KNUCKLED

FRAMEWORK

TOP RAIL: 1-7/8" O.D. SCHEDULE 40
MIDDLE RAIL: 1-7/8" O.D. SCHEDULE 40
BOTTOM RAIL: 1-7/8" O.D. SCHEDULE 40

LINE POSTS: 2-3/8" O.D. SCHEDULE 40

TERMINAL/END POSTS: 3-1/2" O.D. SCHEDULE 40

GATES

FABRIC: SAME MESH & GAUGE
FRAME: 1-7/8" O.D. SCHEDULE 40

FITTINGS

STEEL FITTINGS: HOT DIPPED GALVANIZED
TIES: ALUMINUM
CAPS: MALLEABLE, CAST IRON STEEL. PRESSED

USE HEAVY BRACE & END RAIL CLAMPS @ ALL CONNECTIONS W/ 5/16" CARRIAGE BOLTS TYP. ALL DUGOUT SURROUND FENCING, INCLUDING POSTS, RAILS, FITTINGS, WIRE & HARDWARE SHALL BE SPECTRA BOND COLOR COATED FINISH BY MASTER HALCO OR EQUAL - MIDNIGHT BLACK IN COLOR

REVISIONS



COMMUNITY SERVICES DEPARTMENT

1249 MAIN STREET

EL CENTRO, CA 92243

PH. (760) 337-4543 FAX (760) 352-4867



FRAZIER FIELD IMPROVEMENTS PROJECT

1150 N. 6TH STREET

EL CENTRO, CA 92243

DRAWN BY: JV

DATE: MAY 2025

SCALE: AS SHOWN

SHEET

A-9



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-180)

Item: 13.

Meeting: 6/3/2025 3:30 PM

Department: Community Services

Category: Presentation

Prepared by: Adriana Nava,

Community Services Director

Department Head: Adriana Nava

DOC ID: 2025-180

**Discussion and related action regarding California Department of Transportation
Clean California Grant for Embellece (Beautify) El Centro**

CITY MANAGER'S RECOMMENDATION:

Approve the design concepts presented by COAR Design Group.

FISCAL IMPACT:

A Clean California Grant was sought by City Staff and was awarded in the amount of \$4,782,000. The grant includes funding for the following activities:

INFRASTRUCTURE (\$4,477,000)

- Renovation of Town Square- installation of artificial turf, concrete, and related electrical improvements
- Installation of ten Big Belly Trash Receptacles
- Installation of sixteen park benches along Main Street from 4th through 8th Streets
- Installation of new gateway sign on Main/8th Street
- Renovation of sign on Main/4th Street
- Installation of eighteen stormwater curb inlets

NON-INFRASTRUCTURE (\$305,000)

- Completion of three murals at distinct locations (\$45,000)
- Security Services at Town Square for a 12-month period after construction (\$190,000)
- Hosting of Downtown Special Events (\$70,000)

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

City Beautification, Engagement & Civic Pride

Recreation & Lifelong Learning

Economic Opportunity

**DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE
DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE,
CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:**

COAR Design Group is a reputable architectural firm from San Diego, California. They are a part of the City's On-Call Architectural Firms and have a business license. A contractor has not been selected for the project. After the design is complete, the project will go out to bid and the lowest, responsive bidder will be selected, in conformance with the City's bidding process.

BACKGROUND:

Over the past decade, the City of El Centro has been committed to enhancing the downtown area through collaborative efforts with the community and local merchants. Recognizing the importance of a vibrant and welcoming downtown, the City Council formed the Downtown Ad Hoc Committee in 2021 under the leadership of former Mayor Cheryl Viegas-Walker to guide these efforts. Below is a summary of efforts to improve the downtown area.

Facade Improvement Program

Through a series of community engagement meetings, it became evident that improving the aesthetics of Downtown El Centro was a top priority. In response, the City launched the Facade Improvement Program, which was implemented in two funding rounds:

- Round 1: \$125,000
- Round 2: \$134,000

A total of sixteen (16) commercial properties benefited from these investments, resulting in visible improvements to building exteriors and contributing to a more attractive downtown streetscape.

Infrastructure Enhancements

To complement private property improvements, the City also invested in key public infrastructure upgrades:

- Downtown Decorative Lighting: \$1 million funded through the Highway Safety Improvement Program (HSIP)
- Downtown Parking Lot Improvements: \$500,000 in paving and accessibility upgrades

Public Safety Measures

- Safety in the downtown core was a recurring theme during outreach. In response, the City implemented the following actions:
- Installation of 30 surveillance cameras throughout downtown – \$47,000
- Establishment of a Police Department Community Relations Unit focused on downtown outreach
- Deployment of a full-time security guard at the Transfer Terminal to enhance transit safety and deter loitering – \$43,000

Clean California Grant Award

In 2023, staff identified the Clean California Grant as a strategic funding opportunity aligned with the Downtown Ad Hoc Committee's beautification goals. This competitive statewide grant, administered by Caltrans, focuses on improving and beautifying streets and public spaces.

Following robust public outreach to ensure alignment with community priorities, the City

submitted a proposal and was one of only 42 awardees statewide, selected from a pool of 230 applicants.

Clean California Grant Awarded: \$4,782,000

These funds will significantly advance the City's ability to implement transformative public space improvements in the downtown area.

DISCUSSION:

Prior to submitting the Clean California grant application, City staff conducted multiple community engagement sessions to gather feedback from residents and stakeholders regarding signage preferences and overall design desires for the downtown area. This input was instrumental in shaping a competitive and community-driven grant proposal.

Following the successful award of \$4.78 million in Clean California funding, the City engaged COAR Design Group, an on-call architectural firm, to develop design concepts and cost estimates in alignment with the approved grant scope. COAR Design Group will present their proposed vision for downtown signage and improvements to the Town Square.

While the core elements of the project scope are fixed per the grant agreement, the City Council is encouraged to provide input on the aesthetic direction and may request reasonable design modifications to better reflect the community's identity and preferences. The current design concepts meet the objectives of the grant by enhancing downtown gateways and elevating the overall visual appeal, ultimately contributing to a more welcoming and livable environment for El Centro residents.

CONCLUSION:

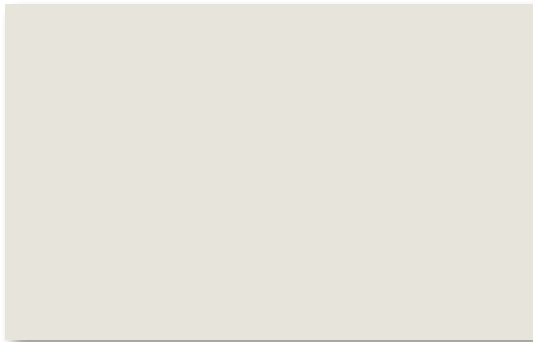
Approve the design concepts presented by COAR Design Group.

ATTACHMENTS:

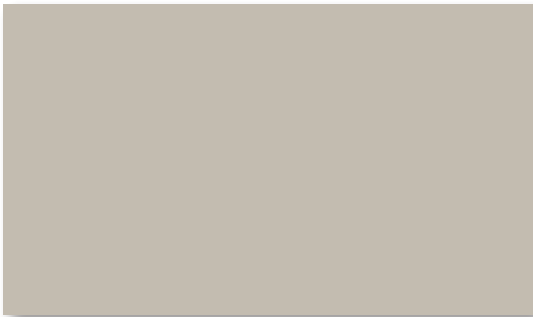
1. 25.05.12 - Embellece El Centro_Material Board & Renderings
2. 25.04.29 - Embellece El Centro_100% DD Plans

EL CENTRO TOWN SQUARE

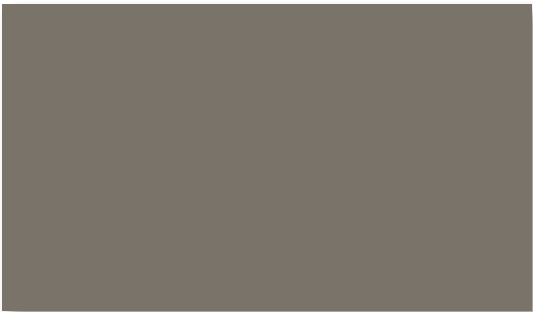
EXTERIOR FINISHES



STUCCO PAINT COLOR
(P-1): SW 7003 - Greek Villa



STUCCO PAINT COLOR
(P-2): SW 7044 - Amazing Gray



STUCCO PAINT COLOR
(P-3): SW 7047 - Porpoise



STUCCO PAINT COLOR
(P-4): SW 7048 - Urban Bronze



METAL PAINT COLOR
(P-5): Quilt Gold -SW Alkyd Urethane
Semigloss



EL CENTRO TOWN SQUARE EXTERIOR RENDERING



EL CENTRO TOWN SQUARE EXTERIOR RENDERING

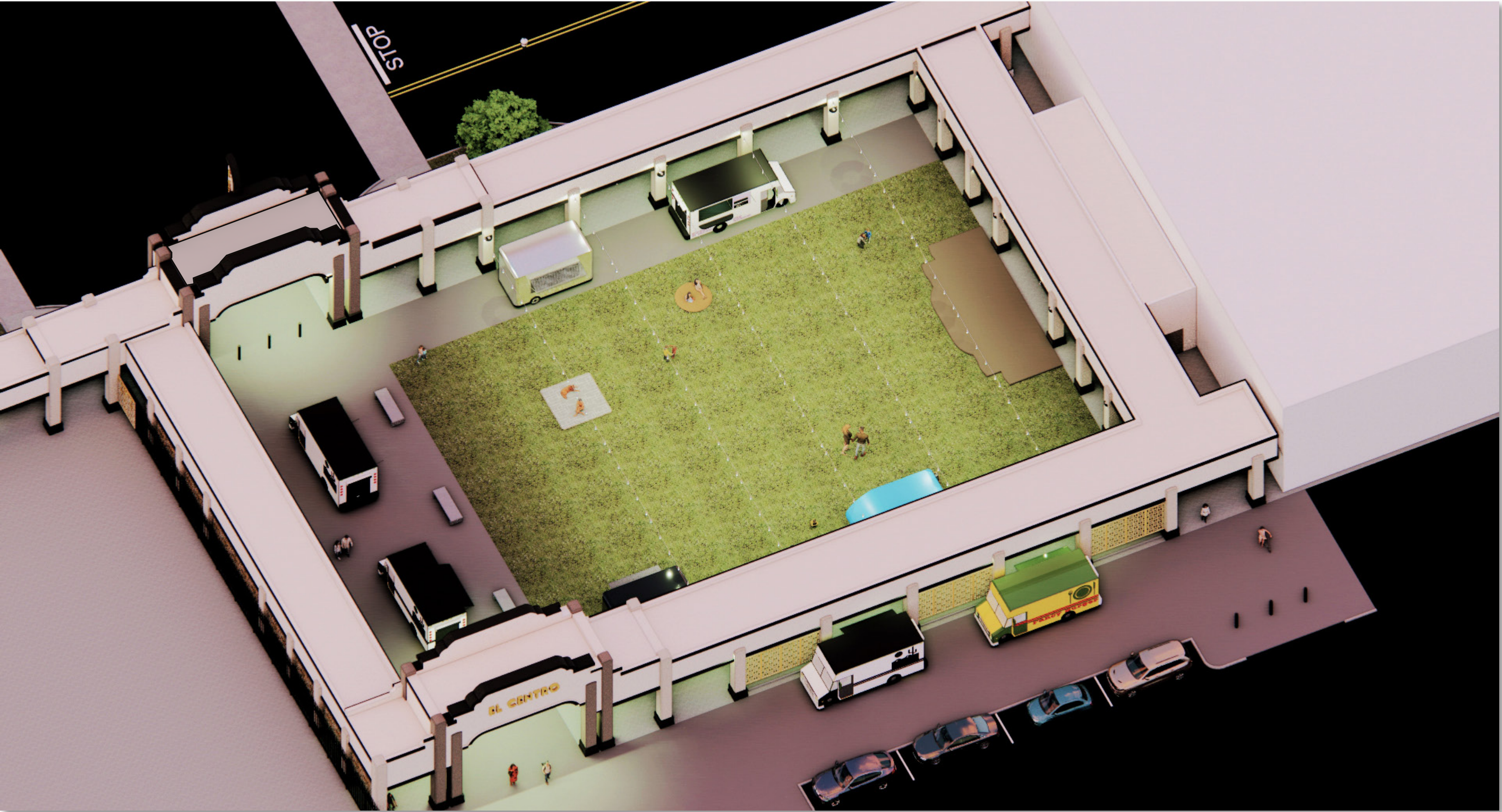


EL CENTRO TOWN SQUARE

EXTERIOR RENDERING

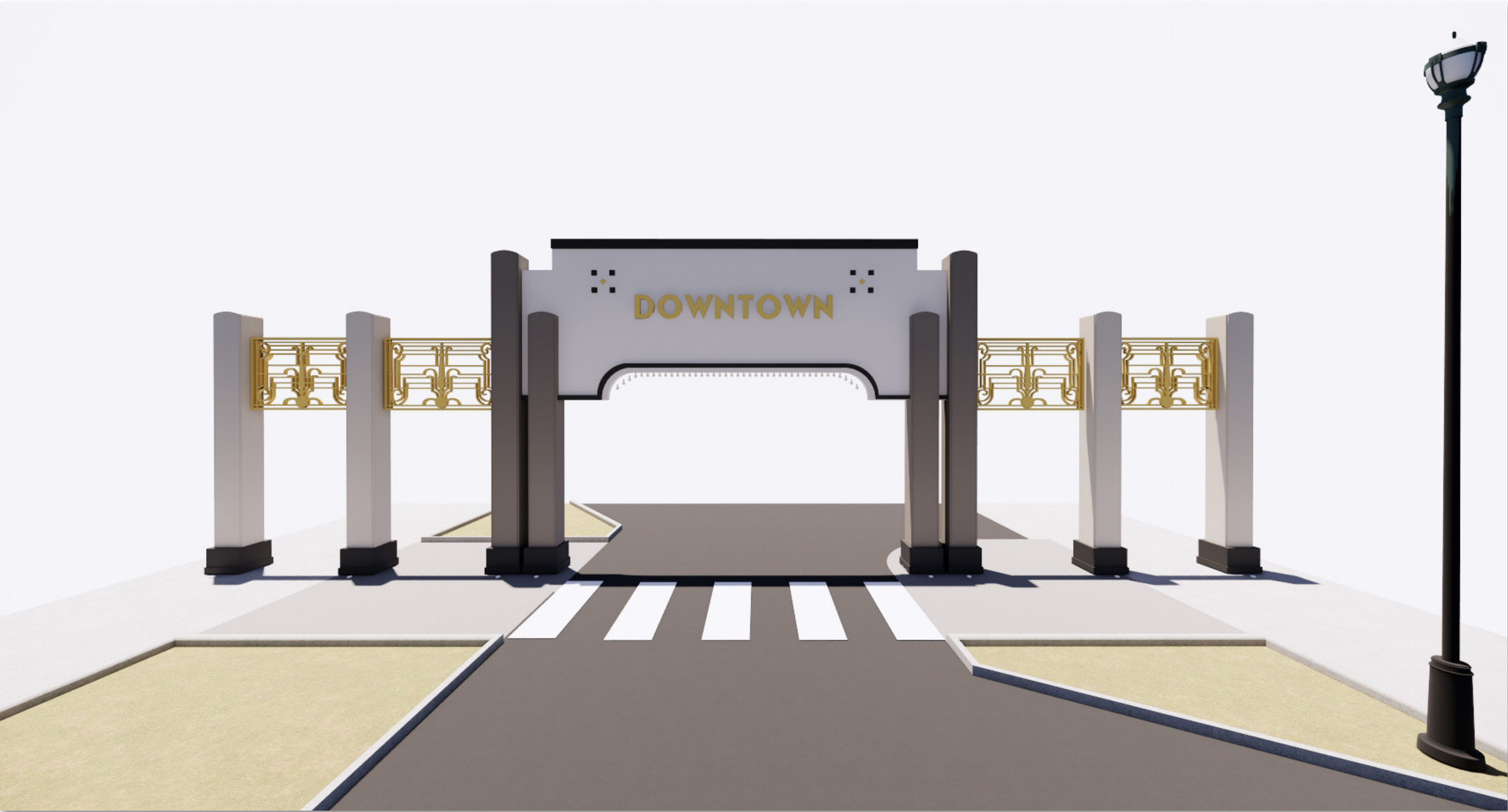


EL CENTRO TOWN SQUARE EXTERIOR RENDERING

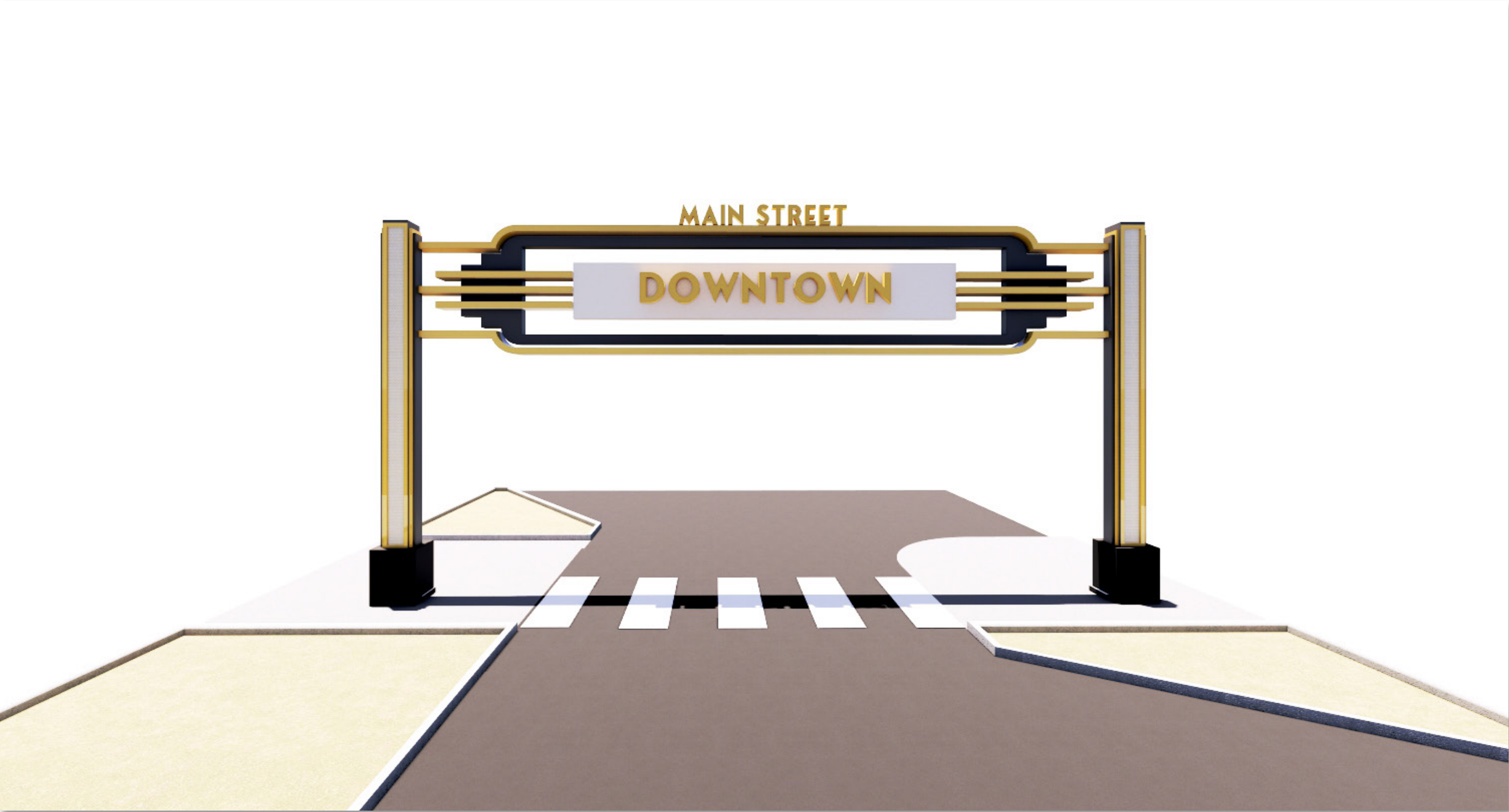


EL CENTRO EXISTING GATEWAY SIGN

EXTERIOR RENDERING



EL CENTRO NEW GATEWAY SIGN
EXTERIOR RENDERING



EMBELLECE EL CENTRO TOWN SQUARE

679 MAIN STREET, EL CENTRO, CA 92243



9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com



PROJECT DATA

PROJECT ADDRESS: 679 MAIN STREET, EL CENTRO, CA

ASSESSOR'S PARCEL NUMBER: 053-104-020

GOVERNING AGENCY: CITY OF EL CENTRO

GOVERNING CODES: 2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA EXISTING BUILDING CODE

PROJECT TEAM

ARCHITECTURE
COAR Design Group
9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
(619) 698-9177
Contact: Jeff Katz, AIA
jeff@coargroup.com

CIVIL
DELANE ENGINEERING
4909 MURPHY CANYON ROAD, SUITE 330
SAN DIEGO, CA 92123
(619) 535-0602
CONTACT: JOHN PRINCE, P.E., P.M.P., QSD
JPRINCE@DELANEGROUP.COM

STRUCTURAL
WISEMAN + ROHY STRUCTURAL ENGINEERS
9915 MIRA MESA BLVD STE 200,
SAN DIEGO, CA 92131
(858) 536-5166
CONTACT: STEVEN ROHY, S.E.
SROHY@WRENGINEERS.COM

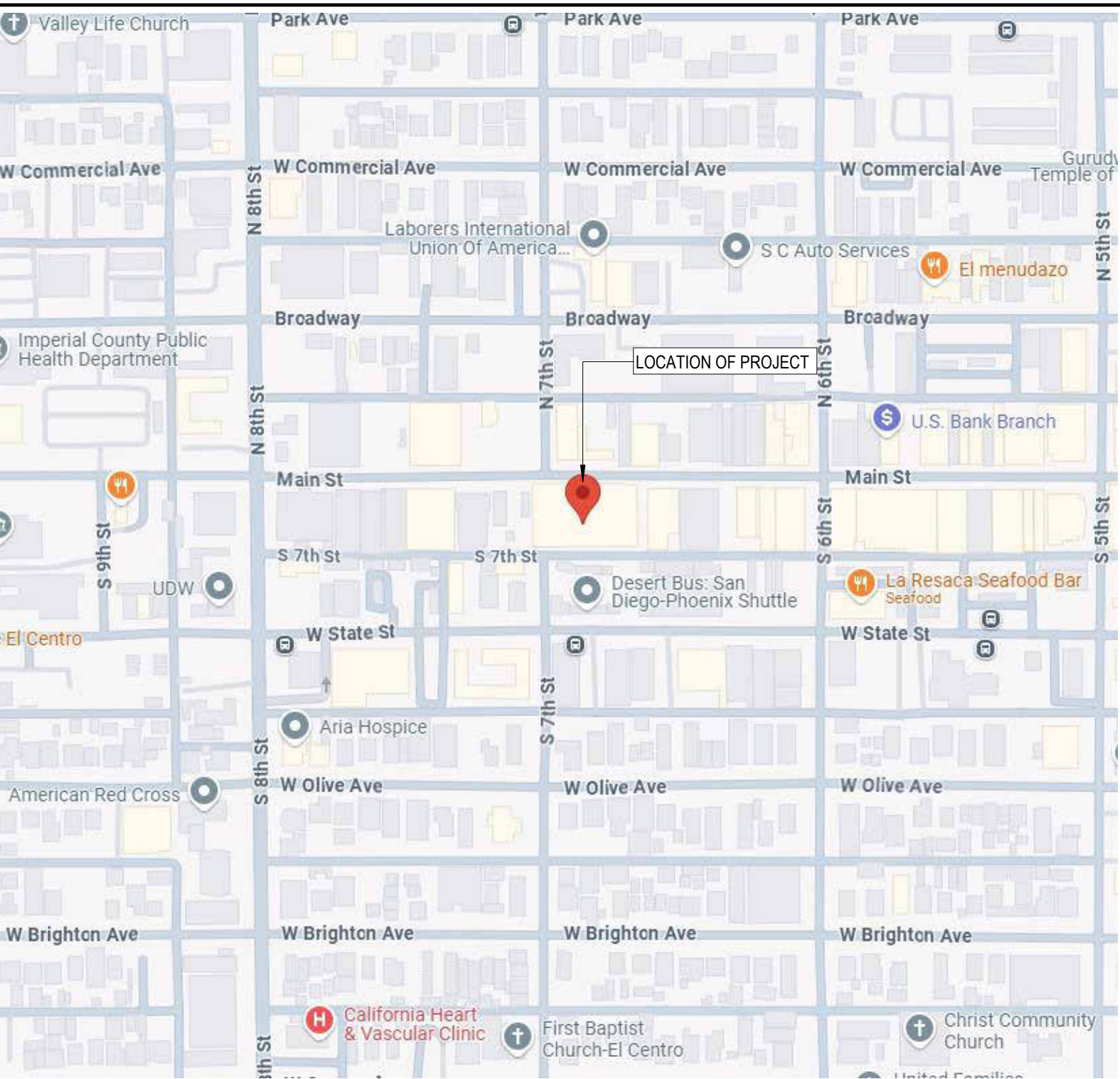
LANDSCAPE
KTUA
3916 NORMAL STREET
SAN DIEGO, CA 92103
(619) 294-4477
CONTACT: TIM HENDERSON
TIM@KTUA.COM

ELECTRICAL
ELEN CONSULTING
9150 CHESAPEAKE DR, SUITE 220
SAN DIEGO, CA 92123
(619) 550-1085
CONTACT: ANTON NATHANSON
ANATHANSON@ELENCONSULTING.COM

SHEET INDEX

- T-1 TITLE SHEET
- C1.0 GENERAL CIVIL NOTES
C2.0 TYPICAL DETAILS
C3.0 EXISTING CONDITIONS PLAN (TOWN SQUARE)
C4.0 IMPROVEMENT PLAN (TOWN SQUARE)
C5.0 IMPROVEMENT PLAN (WEST GATEWAY)
C6.1 STORM DRAIN INLET PROTECTION DETAILS (MAIN ST)
- L1-0 LANDSCAPE CONSTRUCTION PLAN
L1-1 LANDSCAPE CONSTRUCTION PLAN - MAIN STREET
L1-2 LANDSCAPE CONSTRUCTION LEGEND AND NOTES
L1-3 LANDSCAPE CONSTRUCTION DETAILS
L1-4 LANDSCAPE CONSTRUCTION DETAILS
L2-0 LANDSCAPE IRRIGATION PLAN
L2-1 LANDSCAPE IRRIGATION DETAILS
- A1.1 DEMO SITE PLAN
A1.2 SITE PLAN
A1.3 ENLARGED SITE PLANS & DETAILS
A3.1 EXTERIOR ELEVATIONS - TOWN SQUARE
A3.2 4TH STREET GATEWAY SIGN
A3.3 8TH STREET GATEWAY SIGN
A3.4 ENLARGED EXTERIOR ELEVATIONS
A3.5 EXTERIOR RENDERINGS
A4.8 STAIR DETAILS
A5.1 INTERIOR ELEVATIONS
A6.2 FINISH SCHEDULE
- S1.0 STRUCTURAL NOTES
S1.1 STRUCTURAL NOTES
S1.2 STRUCTURAL NOTES
S1.3 TYPICAL DETAILS
S1.4 TYPICAL DETAILS
S1.5 TYPICAL DETAILS
S2.0 TOWN SQUARE FOUNDATION PLAN
S3.0 8TH STREET GATEWAY SIGN
- E0.1 ELECTRICAL SYMBOLS AND ABBREVIATIONS
E0.2 ELECTRICAL SINGLE LINE DIAGRAM
E0.3 LUMINAIRE SCHEDULE
E1.0 DEMO - OVERALL SITE PLAN
E1.1 DEMO - ELECTRICAL SITE PLAN A
E1.2 DEMO - ELECTRICAL SITE PLAN B
E1.3 ELECTRICAL SITE PLAN
E2.1.1 LIGHTING PLAN - AREA A
E2.1.2 LIGHTING PLAN - AREA B
E5.1 ELECTRICAL ENLARGED PLAN
E5.2 ELECTRICAL ENLARGED PLAN

LOCATION MAP



VICINITY MAP



PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO TOWN SQUARE
679 MAIN STREET, EL CENTRO, CA 92243



DESCRIPTION: SCHEMATIC DESIGN
DATE: 12/18/2024

100% DESIGN DEVELOPMENT 4/29/25

NOT FOR CONSTRUCTION

PROJECT NUMBER: 240903

SHEET TITLE: TITLE SHEET

SHEET NUMBER:

T-1

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SPECIAL NOTES:

1. THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK.
2. THE ENGINEER OF WORK SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT CONSTRUCTION WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NOR SHALL THE ENGINEER BE REQUIRED TO SUPERVISE CONDUCT OF THE WORK OF THE CONSTRUCTION PROCEDURES AND SAFETY PROCEDURES FOLLOWED BY THE CONTRACTOR OR SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR BY ANOTHER PERSON AT THE JOB SITE OTHER THAN THAT OF THE ENGINEER'S EMPLOYEES.
3. THE LOCATIONS OF ANY UNDERGROUND STRUCTURES AS SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND ARE SHOWN FOR THE BENEFIT OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT ALL UNDERGROUND OR OVERHEAD STRUCTURES WHETHER SHOWN OR NOT ON THESE DRAWINGS
4. FOR ELECTRONIC FILES OF THE HORIZONTAL CONTROL OF ONSITE IMPROVEMENTS, CONTRACTOR SHALL CONTACT THE ENGINEER OF WORK AT (619) 787-5566.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND PROTECT ALL EXISTING IMPROVEMENTS BEFORE AND DURING CONSTRUCTION.
6. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF LOCATION OF EXISTING UTILITIES.
7. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
8. IF ANY EXISTING HARDSCAPE OR LANDSCAPE, INCLUDING STRIPING, INDICATED ON THE APPROVED PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT IT SHALL BE REPAIRED OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED PLANS.
9. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE FOLLOWING OWNERS OR UTILITIES OR STRUCTURES PRIOR TO ANY EXCAVATION FOR VERIFICATION AND LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OR WORK:

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE SAN DIEGO REGION.

STANDARD SPECIFICATIONS:

DESCRIPTION
STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION (GREENBOOK), 2021 EDITION

CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF
UNIFORM TRAFFIC CONTROL DEVICES, REV 6, 2018 EDITION

CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S
CUSTOMARY STANDARD SPECIFICATIONS.2023 EDITION

DESCRIPTION
CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S
CUSTOMARY STANDARD PLANS, 2023 EDITION

CITY OF EL CENTRO OFF-SITE CONSTRUCTION
STANDARDS, 2015 EDITION

SAN DIEGO REGIONAL STANDARDS DRAWINGS FOR
PUBLIC WORK CONSTRUCTION, 2022 EDITION

TOPOGRAPHY SOURCE

THE EXISTING TOPOGRAPHY AS SHOWN ON THESE PLANS WAS DETERMINED BY
FIELD SURVEY CONDUCTED BY: TERRA MARK SURVEY ON MARCH 28, 2025.

BRIEF LEGAL DESCRIPTION

A PORTION OF PARCEL X OF PARCEL MAP XXX, IN THE COUNTY OF XXX

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PROJECT IS A MONUMENT LINE ON A 7 FOOT OFFSET
ALONG THE SOUTH SIDE OF MAIN ST BETWEEN (20 FOUND MONUMENTS AS SHOWN ON A
UNRECORDED CITY OF EL CENTRO ENGINEERING MONUMENT MAP LYING BETWEEN 8TH
STREET & 7TH STREET AS DEPICTED HEREIN ON SHEET 1 & HAS ASSUMED BEARING TAKEN
TO BE N 89° 45' 39"E.

VERTICAL BENCHMARK

BENCHMARK:
BEING A USC&GS 3.75" DISK STAMPED R59 1927 FND PER OC SURVEY NOTES
AFFIXED TO THE NORTHEAST CORNER OF THE IMPERIAL COUNTY COURT HOUSE UP
±3'. BASED ON THE NAVD88' VERTICAL DATUM HAVING A PUBLISHED ELEVATION
OF: -37.77' FEET, AND ADJUSTED TO THE CITY OF EL CENTRO DATUM BY A DELTA
VALUE OF +97.784' RESULTING IN A LOCAL ADJUSTED ELEVATION OF: 60.014 FEET

GRADING AND GEOTECHNICAL SPECIFICATIONS

1. ALL GRADING SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR
GEOTECHNICAL ENGINEER AND, IF REQUIRED, BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL
ENGINEER AND AN ENGINEERING GEOLOGIST. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH
APPLICABLE CITY ORDINANCE AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH A SOILS
REPORT OR GEOLOGICAL/GEOTECHNICAL INVESTIGATION ENTITLED: PRELIMINARY GEOTECHNICAL
INVESTIGATION CITY OF EL CENTRO DOWNTOWN BEAUTIFICATION PROJECT MAIN STREET-BETWEEN 4TH
STREET AND 8TH STREET EL CENTRO, CALIFORNIA DATED JANUARY 6, 2025 BY GEOCON.

CIVIL SHEET INDEX

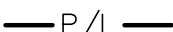
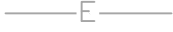
DRAWING NAME SHEET REFERENCE

CIVIL:
GENERAL CIVIL NOTES C1.0
TYPICAL DETAILS C2.0
EXISTING CONDITIONS PLAN (TOWN SQUARE) C3.0
IMPROVEMENT PLAN (TOWN SQUARE) C4.0
IMPROVEMENT PLAN (WEST GATEWAY) C5.0
STORM DRAIN INLET PROTECTION LOCATIONS (MAIN ST) C6.0
STORM DRAIN INLET PROTECTION DETAILS (MAIN ST) C6.1

ABBREVIATIONS

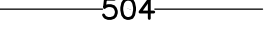
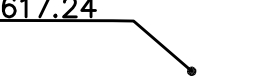
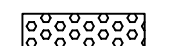
AC	ASPHALTIC CONCRETE	P	PAVEMENT
ACC	ACCESSIBLE	PCC	PORTLAND CEMENT CONCRETE
AD	AREA DRIAN	PIV	POST INDICATOR VALVE
BFP	BACKFLOW PREVENTOR	POC	POINT OF CONNECTION
BW	BOTTOM OF WALL	PB	PULL BOX
CB	CATCH BASIN	RIM	RIM OF STRUCTURE COVER
CL	CENTERLINE	RW	RECYCLED WATER
CO	CLEANOUT	R/W	RIGHT OF WAY
CONC	CONCRETE	S	SEWER
CYD	CUBIC YARDS	SCO	SEWER CLEANOUT
EX	EXISTING	SD	STORM DRAIN
EOP	EDGE OF PAVEMENT	SFM	SEWER FORCE MAIN
FDC	FIRE DEPARTMENT CONNECTION	SMH	SEWER MANHOLE
FFE	FINISH FLOOR ELEVATION	SWPPP	STORM WATER POLLUTION PREVENTION PLAN
FG	FINISH GRADE		
FH	FIRE HYDRANT	TB	TOP OF BOX
FL	FLOWLINE	TB	THRUST BLOCK
FS	FIRE SERVICE	TC	TOP OF CURB
FS	FINISH SURFACE	TD	TRENCH DRAIN
GB	GRADE BREAK	TF	TOP OF FOOTING
G&O	GRIND AND OVERLAY	TG	TOP OF GRATE
HH	HANDHOLE	TP	TOP OF PIPE
IE	INVERT ELEVATION	TW	TOP OF WALL
IRR	IRRIGATION	TYP	TYPICAL
LF	LINEAR FEET	W	WATER
LG	LIP OF GUTTER	WM	WATER METER
LOW	LIMIT OF WORK	WV	WATER VALVE

LEGEND

SYMBOL	ITEM
	PROPERTY LINE
	RIGHT OF WAY LINE
	EASMENT
EXISTING	
	WATER LINE
	FIRE SERVICE LINE
	IRRIGATION LINE
	SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	COMMUNICATION LINE
	ELECTRIC LINE
	ELEVATION CONTOUR
	WATER VALVE
	ELEC PULL BOX
	LIGHT
	SIGN
	SPOT ELEVATION
	FIRE HYDRANT
	BENCHMARK
	FOUND MONUMENT
	IRRIGATION CONTROL BOX
	JUNCTION BOX
	SEWER MANHOLE
	STORM DRAIN MANHOLE
	TRAFFIC SIGNAL PULLBOX
	TREE
	WATER METER

PROPOSED

SEE SHEET C2.0 FOR TYPICAL DETAILS OF IMPROVEMENT ITEMS NOTED,
EXCEPT WHERE NOTED OTHERWISE

	MAJOR CONTOUR
	MINOR CONTOUR
	SPOT ELEVATION
	LIMIT OF WORK
	SURFACE FLOW DIRECTION
	GRADE BREAK
	CURB
	CURB AND GUTTER
	STORM DRAIN CURB INLET
	STORM DRAIN CATCH BASIN
	DETECTABLE WARNING
	PORTLAND CEMENT CONCRETE PAVING
	ASPHALTIC CONCRETE PAVING

PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243

Description: Date:
DESIGN DEVELOPMENT 04/27/25



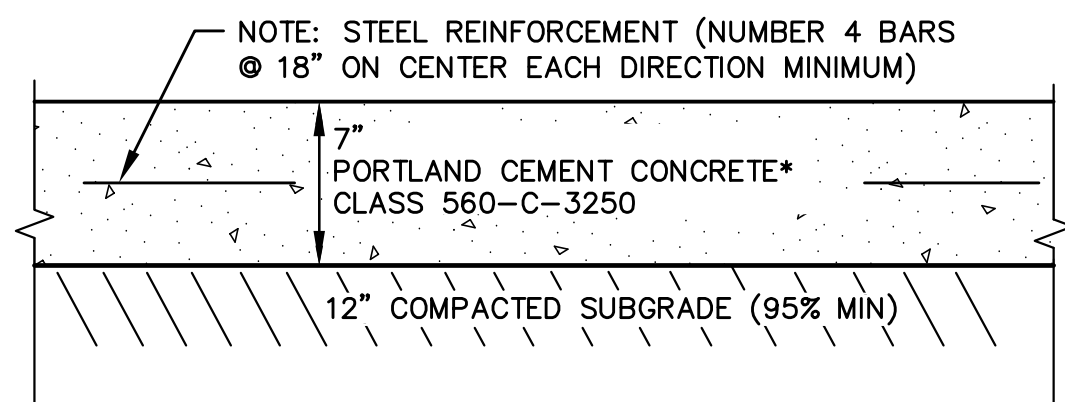
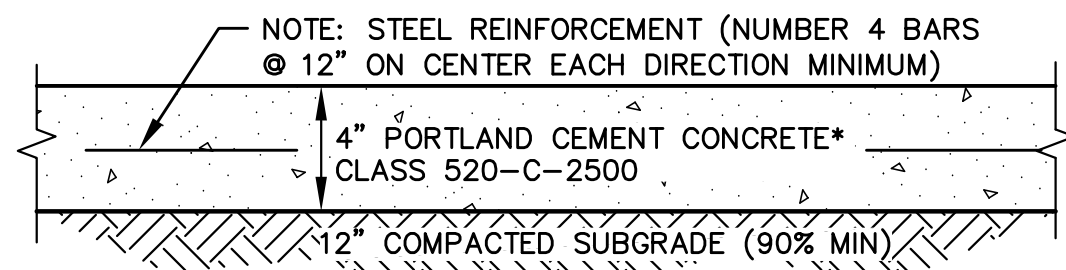
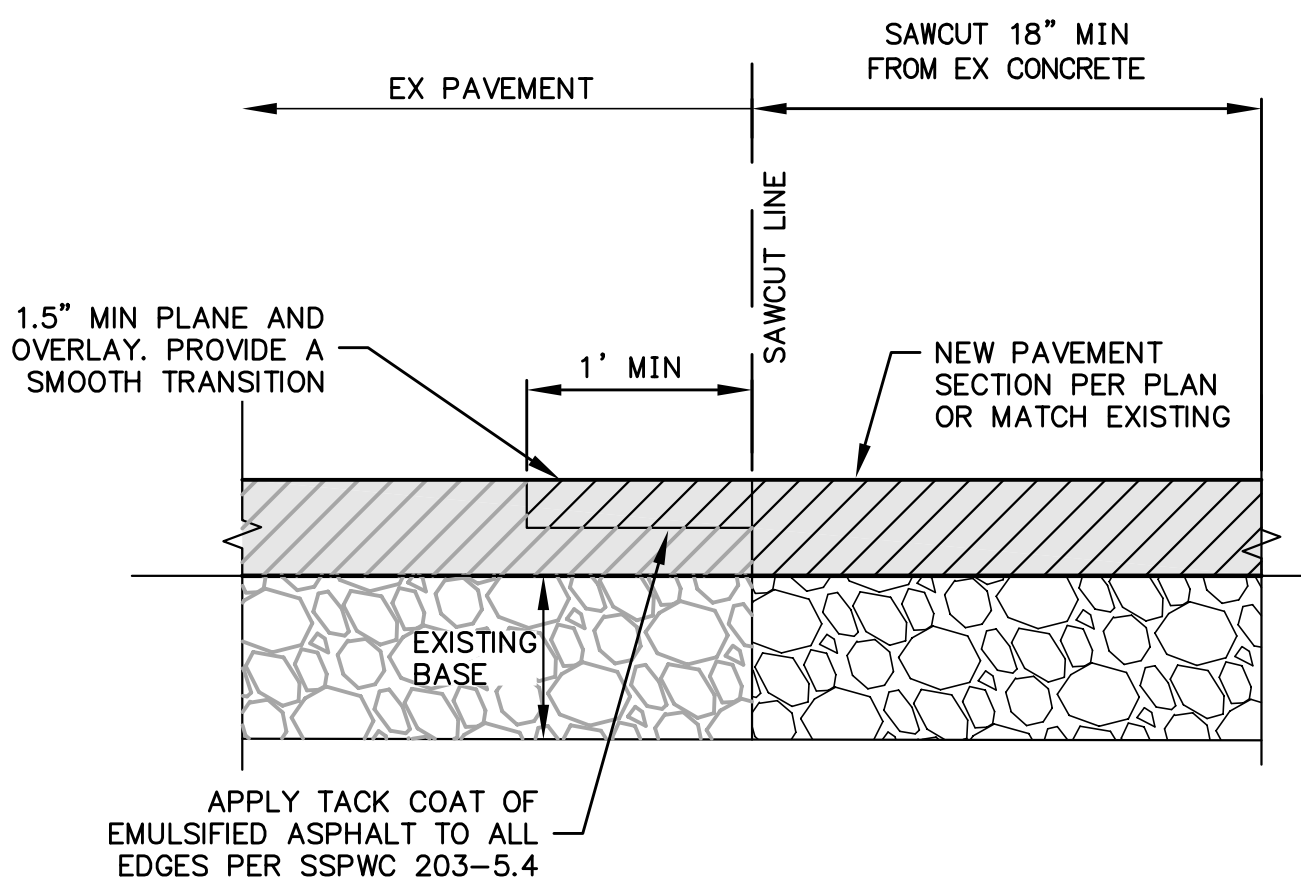
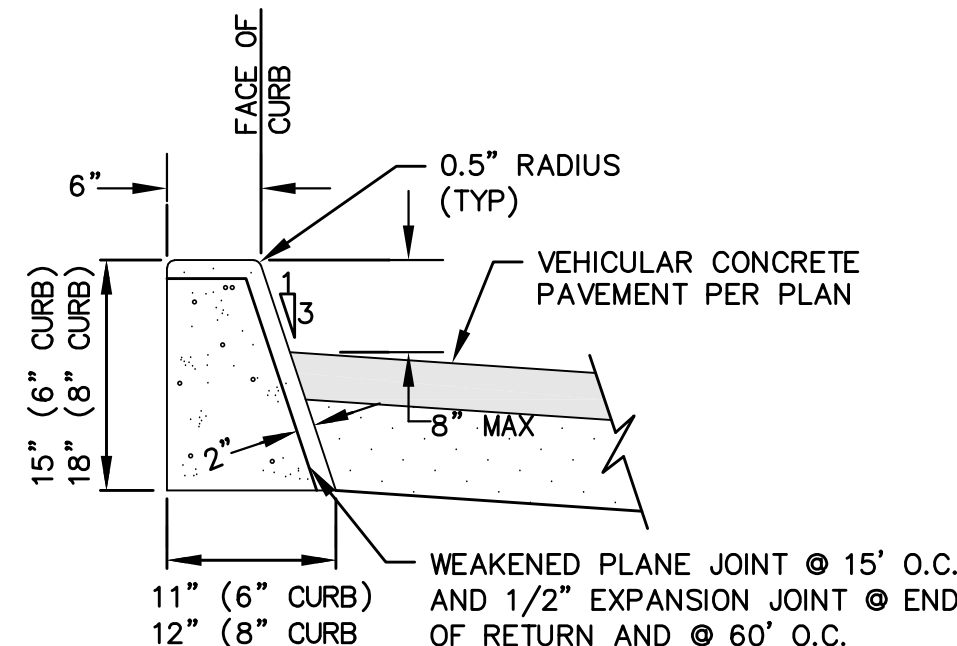
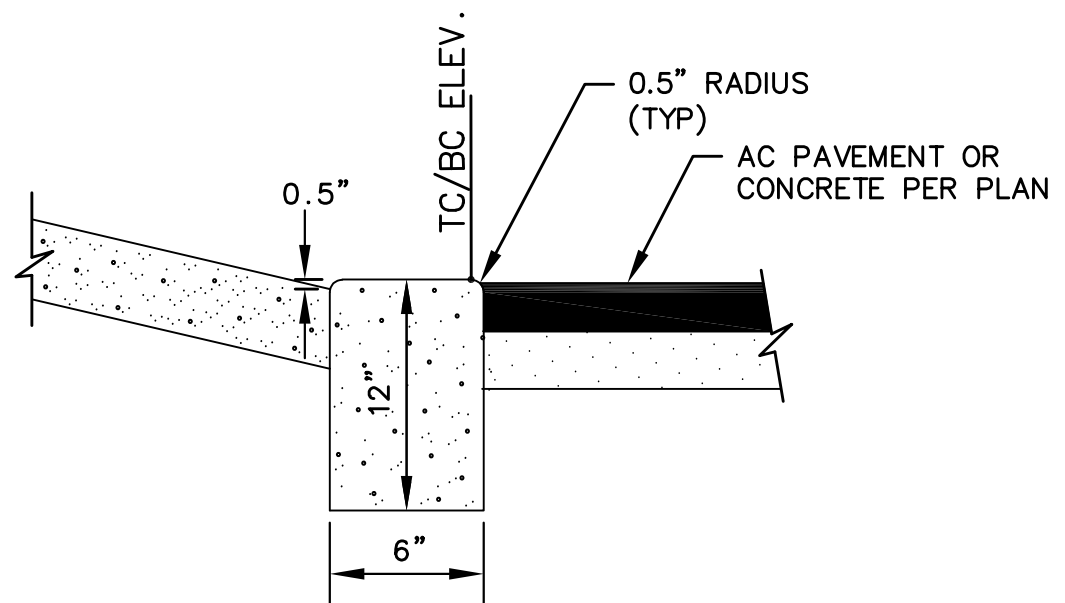
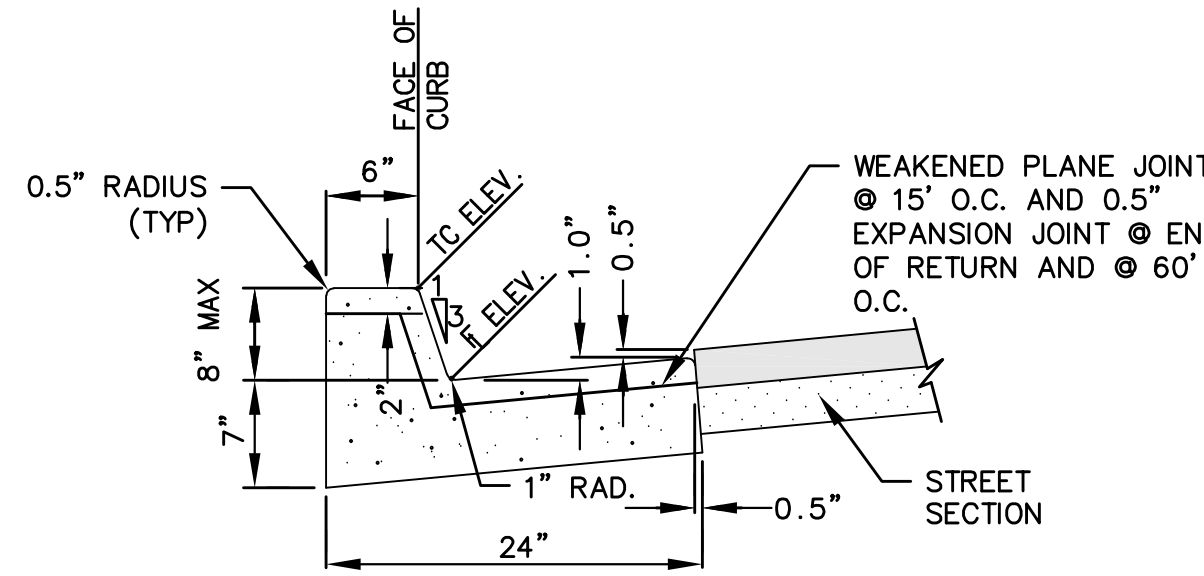
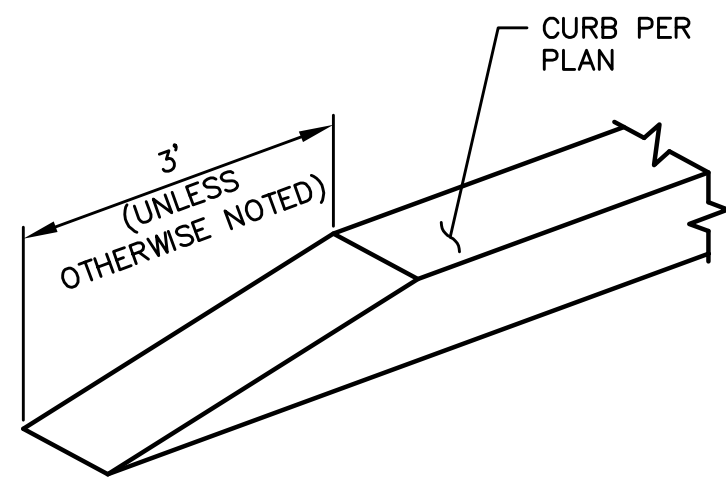
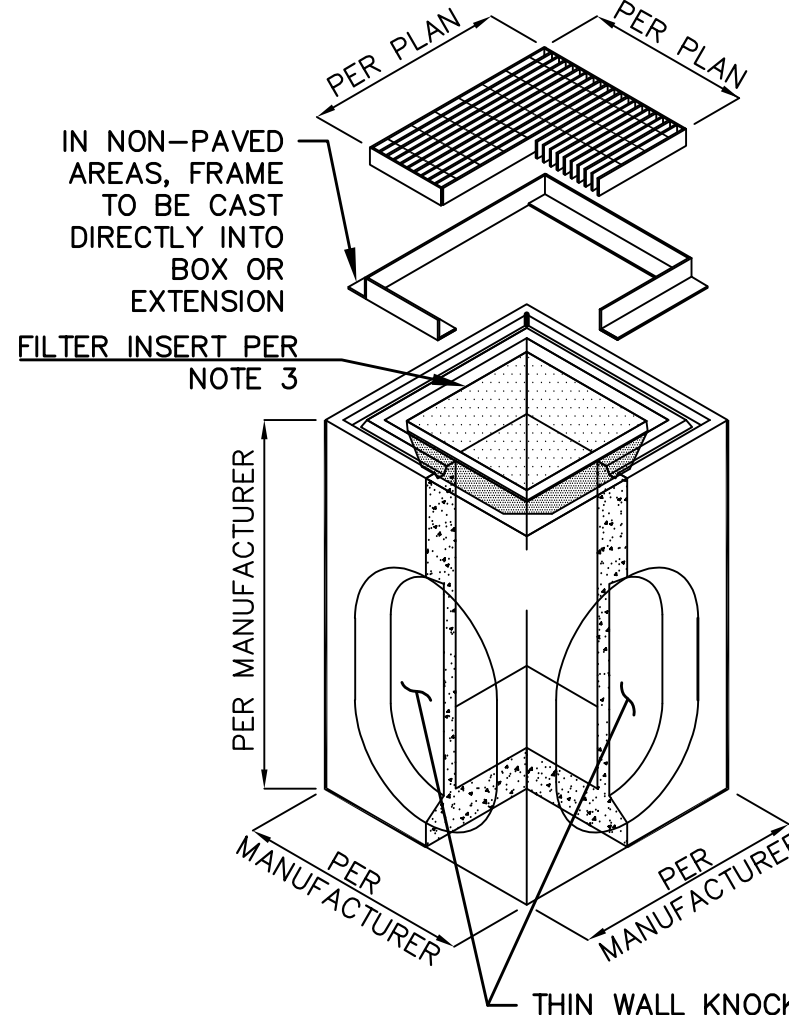
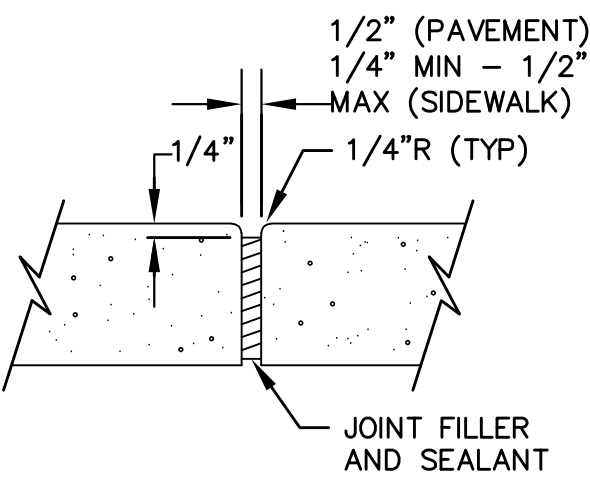
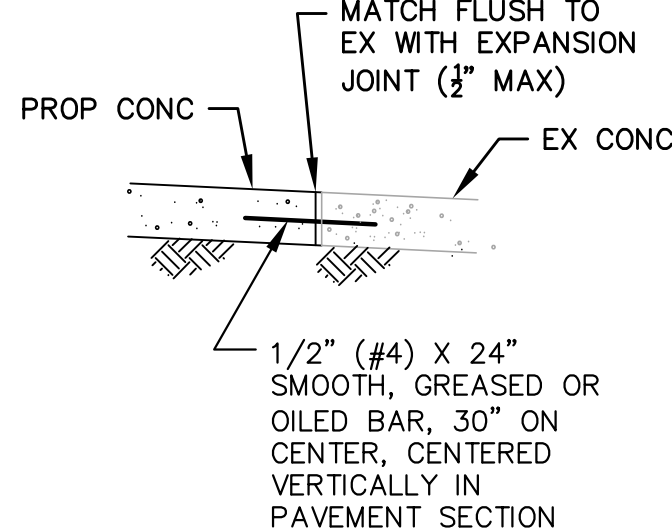
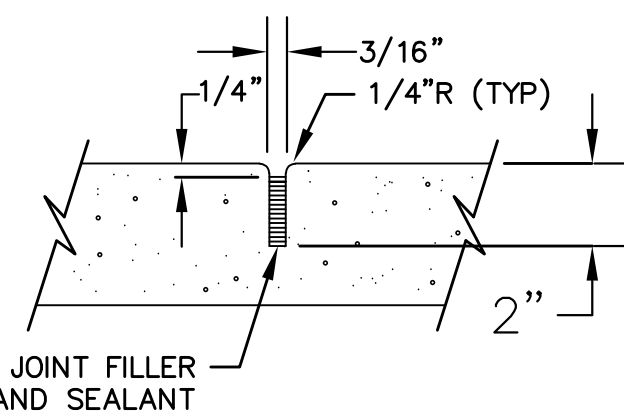
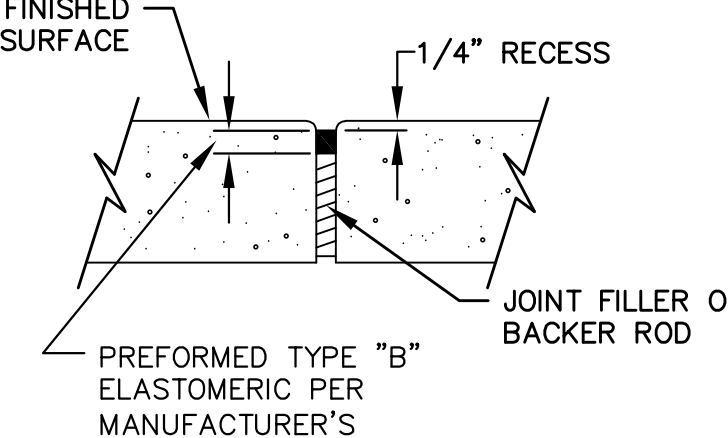
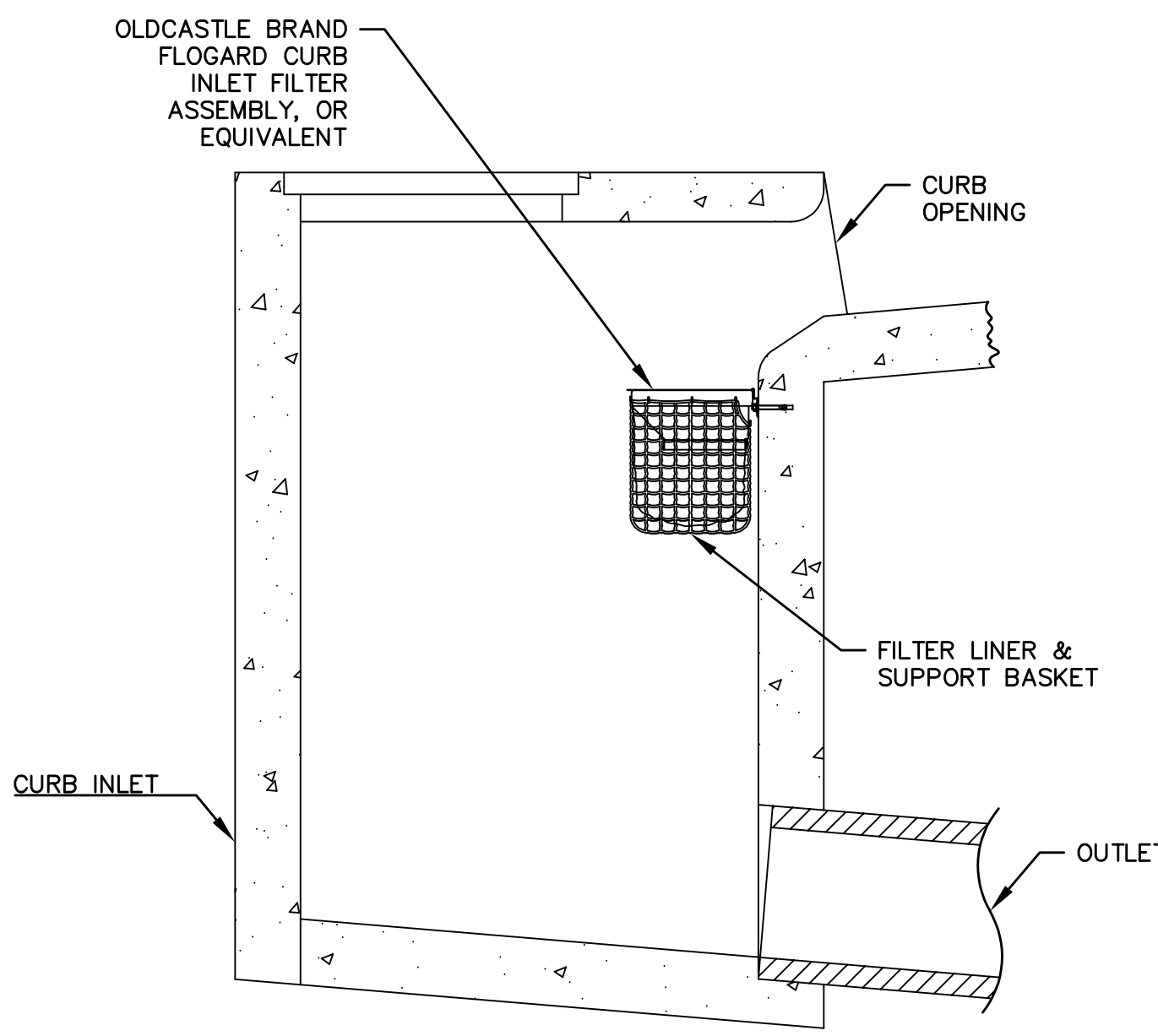
NOT FOR
CONSTRUCTION

PROJECT NUMBER:
240903

Sheet Title:
CIVIL
GENERAL
NOTES

SHEET NUMBER:
C1.0

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 *PAVEMENT FINISH, COLOR AND CONTROL JOINTS, SPACING PER LANDSCAPE ARCHITECT AND GEOTECHNICAL RECOMMENDATIONS		 *PAVEMENT FINISH, COLOR AND CONTROL JOINTS, SPACING PER LANDSCAPE ARCHITECT AND GEOTECHNICAL RECOMMENDATIONS		 NOTE: 1. EXISTING AC SHALL BE SAWCUT AND REMOVED IN SUCH MANNER TO NOT TEAR, BULGE, OR DISPLACE ADJACENT PAVEMENT. EDGES SHALL BE CLEAN AND VERTICAL. ALL CUTS SHALL BE PARALLEL OR PERPENDICULAR TO TRAFFIC. 2. ALL AC RESURFACING SHALL BE SEAL COATED WITH AN EMULSIFIED ASPHALT AND COVERED WITH SAND. CHIP SEALING SHALL BE APPLIED AS REQUIRED BY AGENCY. STD DWG REF: G-24B		 STD DWG REF: G-01																	
1	VEHICULAR CONCRETE PAVEMENT SECTION	2	PEDESTRIAN CONCRETE PAVEMENT SECTION	3	ASPHALT OVERLAY / SAWCUT TRANSITION	4	CURB (UP TO 8" CURB FACE)																
 NOTES: 1. CONCRETE SHALL BE 520-C-2500. 2. SLOPE TO TOP OF CURB 1/4" PER FOOT IN DIRECTION OF FLOW.		 STD DWG REF: G-01, G-02		 NOTE TO CONTRACTOR: APPLY CURB TRANSITION TO ALL CURB TERMINATIONS, UNLESS OTHERWISE NOTED ON PLAN		 INLET GRATE NOTES: 1. IN ALL HARDSCAPE AREAS, PROVIDE SQUARE GALVANIZED STEEL TRAFFIC GRATE. GRATE MUST BE ADA COMPLIANT WITH MAXIMUM 1/2" OPENINGS IN THE DIRECTION OF THE DOMINANT PATH OF TRAVEL. 2. IN LANDSCAPE AREAS, PROVIDE CAST IRON FRAME AND GRATE ALHAMBRA FOUNDRY CO. MODEL A-2010 OR 2025 (BICYCLE PROOF NON-TRAFFIC GRATES) OR OTHER APPROVED EQUAL. 3. INSTALL NONWOVEN GEOTEXTILE NDS BRAND CATCH BASIN FILTER INSERT (PART #1200FF), OR EQUIVALENT. SIZE FILTER TO ACCOUNT FOR CLOGGING. 4. PROVIDE "DO NOT DUMP. DRAINS TO OCEAN." STENCILING ON ALL INLETS. <table><tr><th>BOX SIZE</th><th>MAX ALLOWABLE PIPE SIZES</th></tr><tr><td>12"x12"</td><td>8" PVC</td></tr><tr><td>18"x18"</td><td>12" HDPE</td></tr><tr><td>24"x24"</td><td>15" PVC</td></tr><tr><td>24"x24"</td><td>15" HDPE</td></tr><tr><td>18"x18"</td><td>18" PVC</td></tr><tr><td>36"x36"</td><td>24" HDPE</td></tr><tr><td>48"x48"</td><td>36" HDPE</td></tr></table> NOTES: 1. FOR LARGER PIPES, THE USE OF THE CONCRETE COLLAR IS OPTIONAL. 2. SEE STORM DRAIN PLANS FOR SIZES. 3. MAY USE SOLID COVER FOR JUNCTION STRUCTURE.		BOX SIZE	MAX ALLOWABLE PIPE SIZES	12"x12"	8" PVC	18"x18"	12" HDPE	24"x24"	15" PVC	24"x24"	15" HDPE	18"x18"	18" PVC	36"x36"	24" HDPE	48"x48"	36" HDPE
BOX SIZE	MAX ALLOWABLE PIPE SIZES																						
12"x12"	8" PVC																						
18"x18"	12" HDPE																						
24"x24"	15" PVC																						
24"x24"	15" HDPE																						
18"x18"	18" PVC																						
36"x36"	24" HDPE																						
48"x48"	36" HDPE																						
5	CURB (0")	6	CURB AND GUTTER (UP TO 8" CURB FACE)	7	CURB TRANSITION	8	PRECAST CATCH BASIN (SIDE CONNECTION)																
 EXPANSION JOINT  CONTACT JOINT REQUIRED JOINT LOCATIONS UNLESS OTHERWISE SPECIFIED BY ARCHITECT: • CONSTRUCT CONTACT OR KEYED JOINT AT CONNECTION TO EXISTING CONCRETE OR END OF POUR. • CONSTRUCT WEAKENED PLANE JOINTS AT 15-FEET MAX INTERVALS BOTH WAYS PER GB SPEC 201-3.5 • CONSTRUCT EXPANSION JOINTS AT 45-FEET MAX INTERVALS BOTH WAYS, AND ADJACENT TO STRUCTURES, PER GB SPEC 201-3.5 • COORDINATE JOINT LOCATIONS TO ALIGN WITH BUILDING CORNERS, ENDS OF WALLS, AND OTHER STRUCTURES		 WEAKENED PLANE JOINT  JOINT FILLER AND SEALANT		 CURB INLET		NOT USED																	
9	CONCRETE JOINTS	10	CURB INLET FILTER INSERT	11	NOT USED																		

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DELANE

ENGINEERING

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SAN DIEGO, CA 92123
PHONE: 619.787.3565
WWW.DELANEENGINEERING.COM

PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO TOWN SQUARE

679 MAIN STREET, EL CENTRO, CA 92243

Description: Date:

DESIGN DEVELOPMENT

04/27/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

240903

Sheet Title:

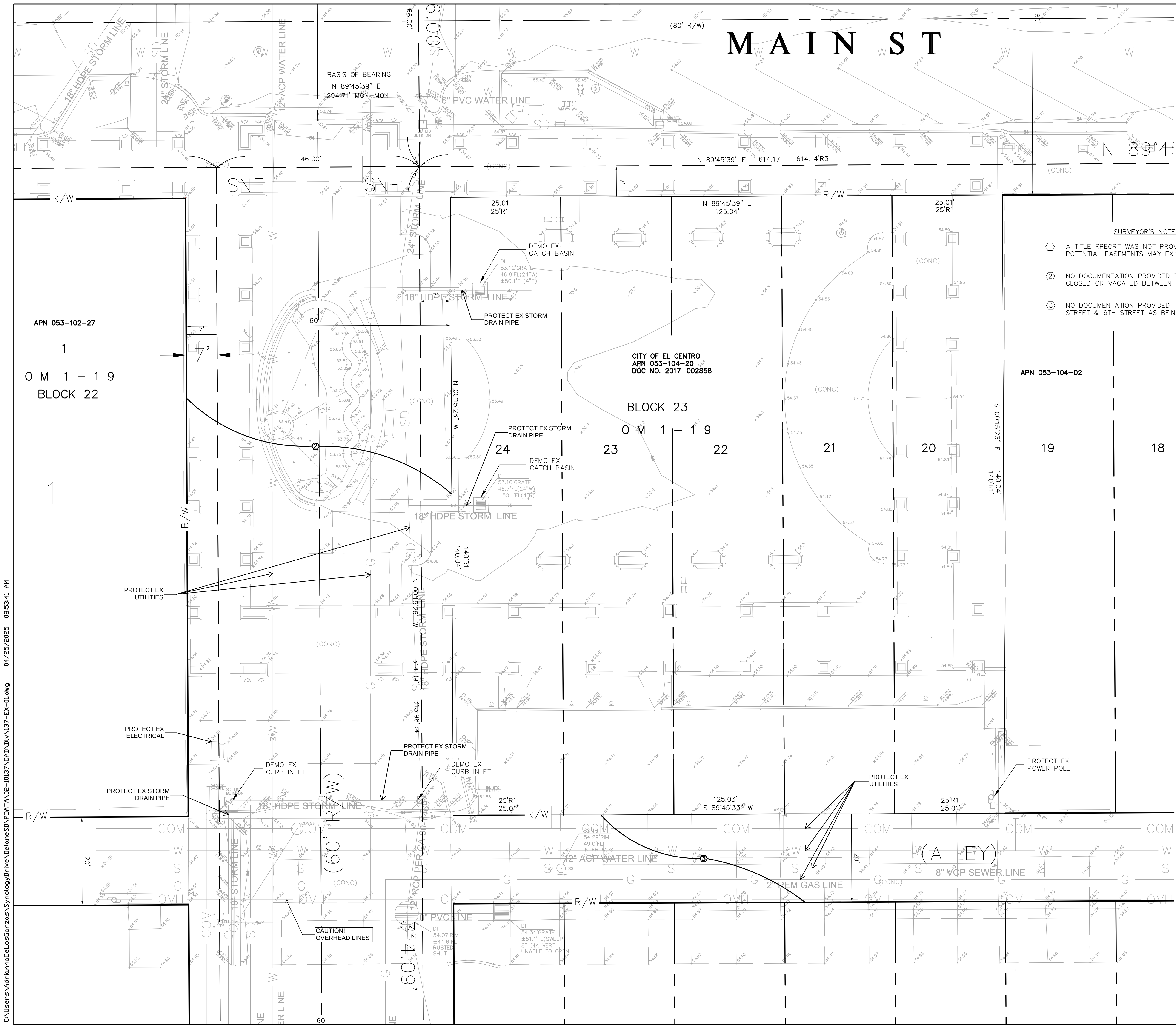
TYPICAL DETAILS

SHEET NUMBER:

C2.0

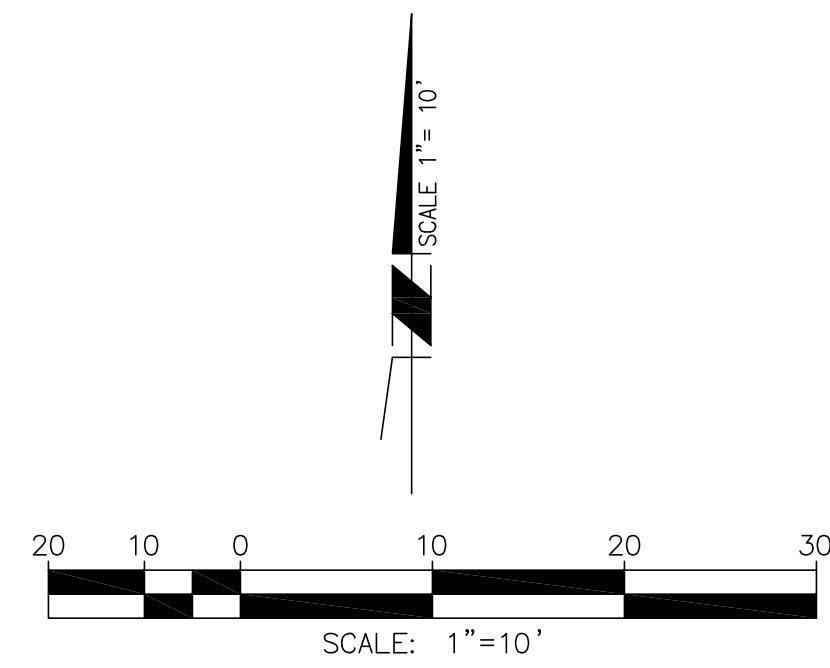
Page 328 of 380

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SURVEYOR'S NOTES

- ① A TITLE RPEORT WAS NOT PROVIDED BY THE CITY; THEREFORE IT IS UNKNOWN IF ANY POTENTIAL EASEMENTS MAY EXIST ACROSS THE SUBJECT PROPERTY.
- ② NO DOCUMENTATION PROVIDED THAT SHOWS 7TH STREET AS BEING ABANDONED, CLOSED OR VACATED BETWEEN MAIN ST & STATE STREET.
- ③ NO DOCUMENTATION PROVIDED THAT SHOWS THE EXISTING ALLEYWAY BETWEEN 7TH STREET & 6TH STREET AS BEING ABANDONED, CLOSED OR VACATED.



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PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243

Description: Date:

DESIGN 04/27/25
DEVELOPMENT

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

240903

Sheet Title:

EXISTING
CONDITIONS
PLAN
(TOWN SQUARE)

SHEET NUMBER:

C3.0

MAIN ST

N 89°45'39"

BLOCK 23
O M 1 - 1 9

APN 053-102-27
1
O M 1 - 1 9
BLOCK 22

APN 053-104-02

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SAN DIEGO, CA 92123
PHONE: 619.787.3665
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PROJECT:
CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243

Description: Date:
DESIGN DEVELOPMENT 04/27/25

NOT FOR
CONSTRUCTION

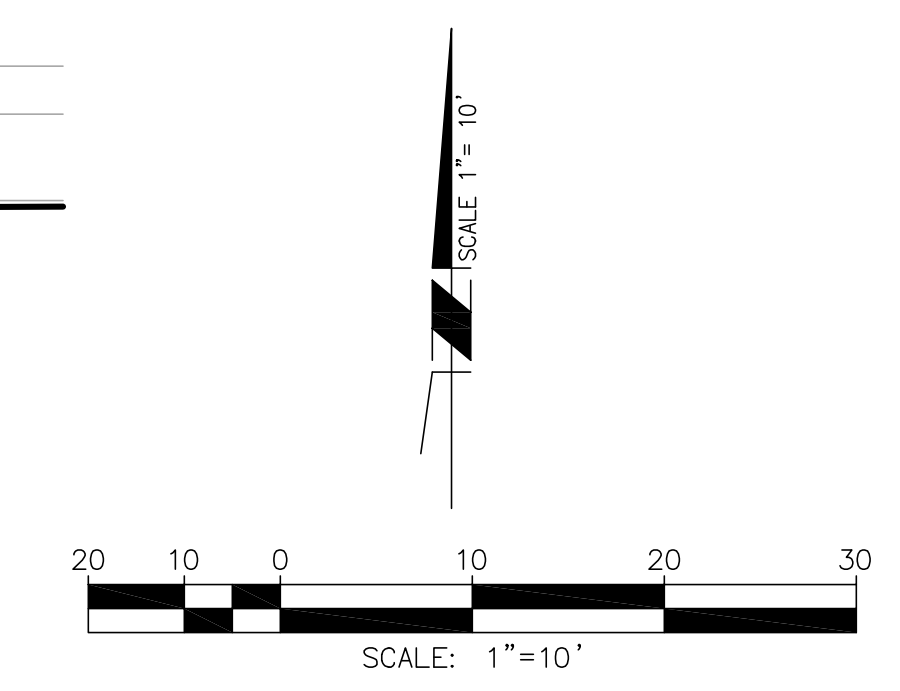
PROJECT NUMBER:
240903

Sheet Title:
IMPROVEMENT
PLAN
(TOWN SQUARE)

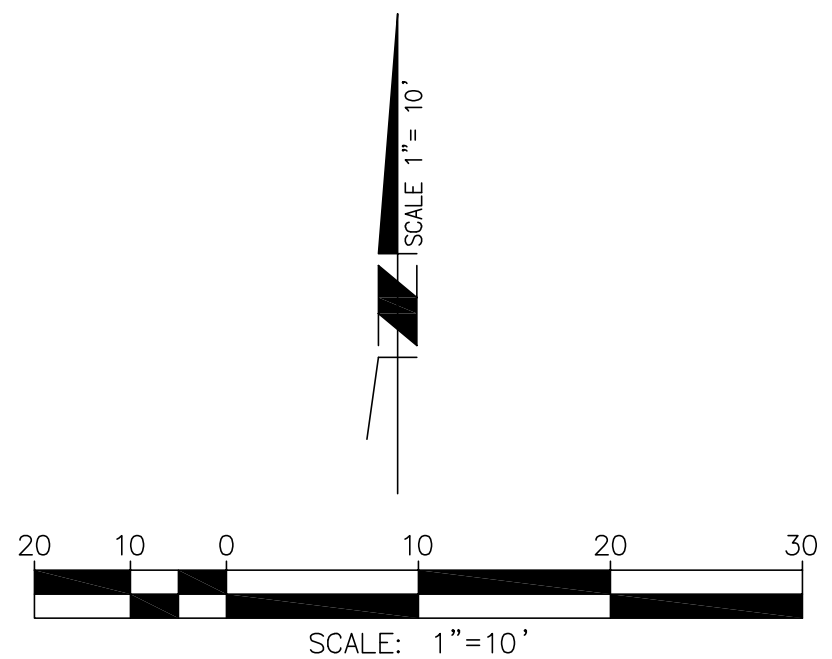
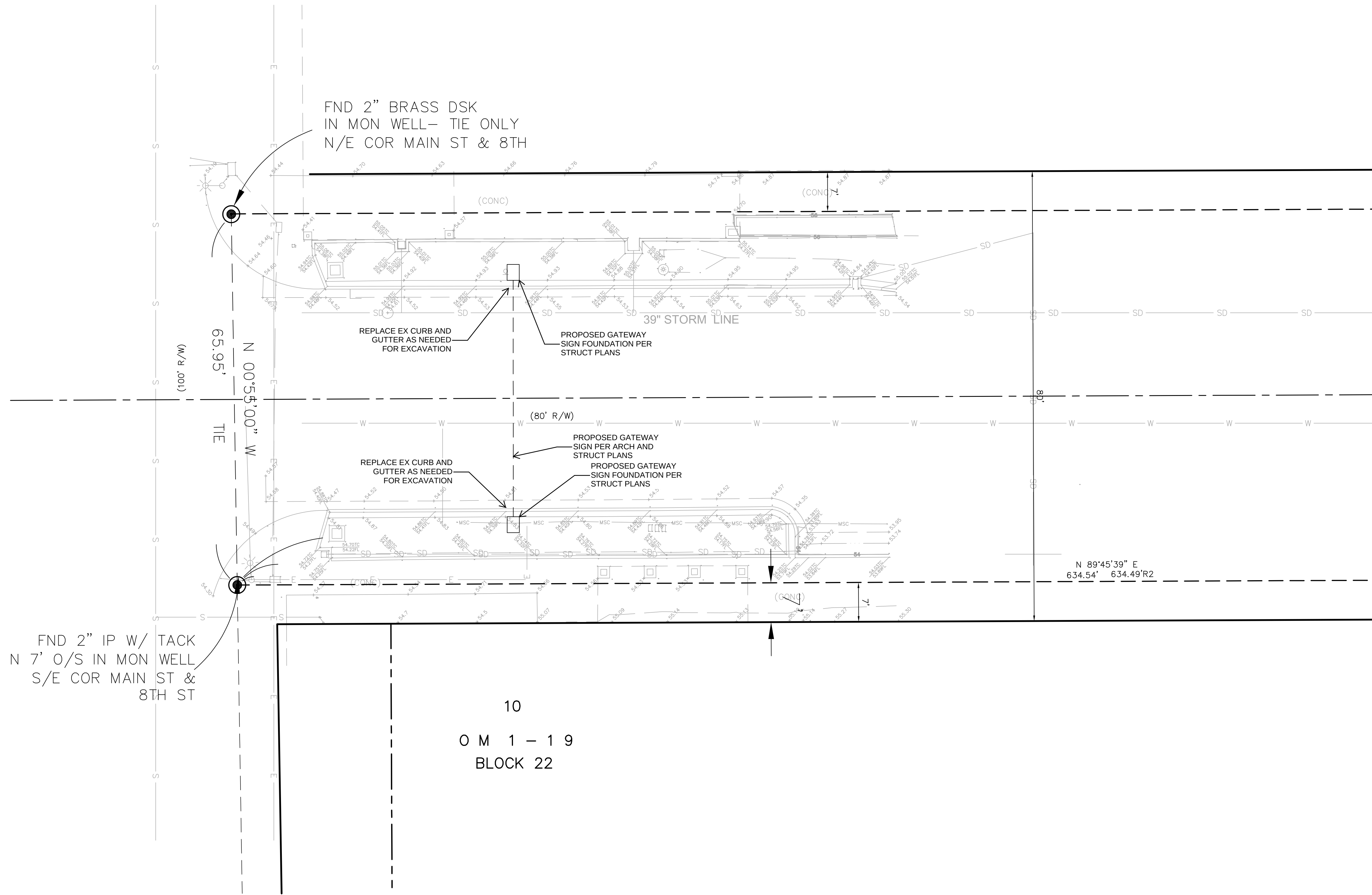
SHEET NUMBER:
C4.0

IMPROVEMENTS PER TYPICAL DETAILS SHEET C2.0,
EXCEPT WHERE NOTED

PROVIDE THICKENED CONCRETE EDGES PER
GEOTECHNICAL RECOMMENDATIONS 7.9.10. PROVIDE
CONTACT JOINTS WHERE PROPOSED CONCRETE ABUTS
EXISTING.



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PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243

Description: Date:
DESIGN 04/27/25
DEVELOPMENT

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

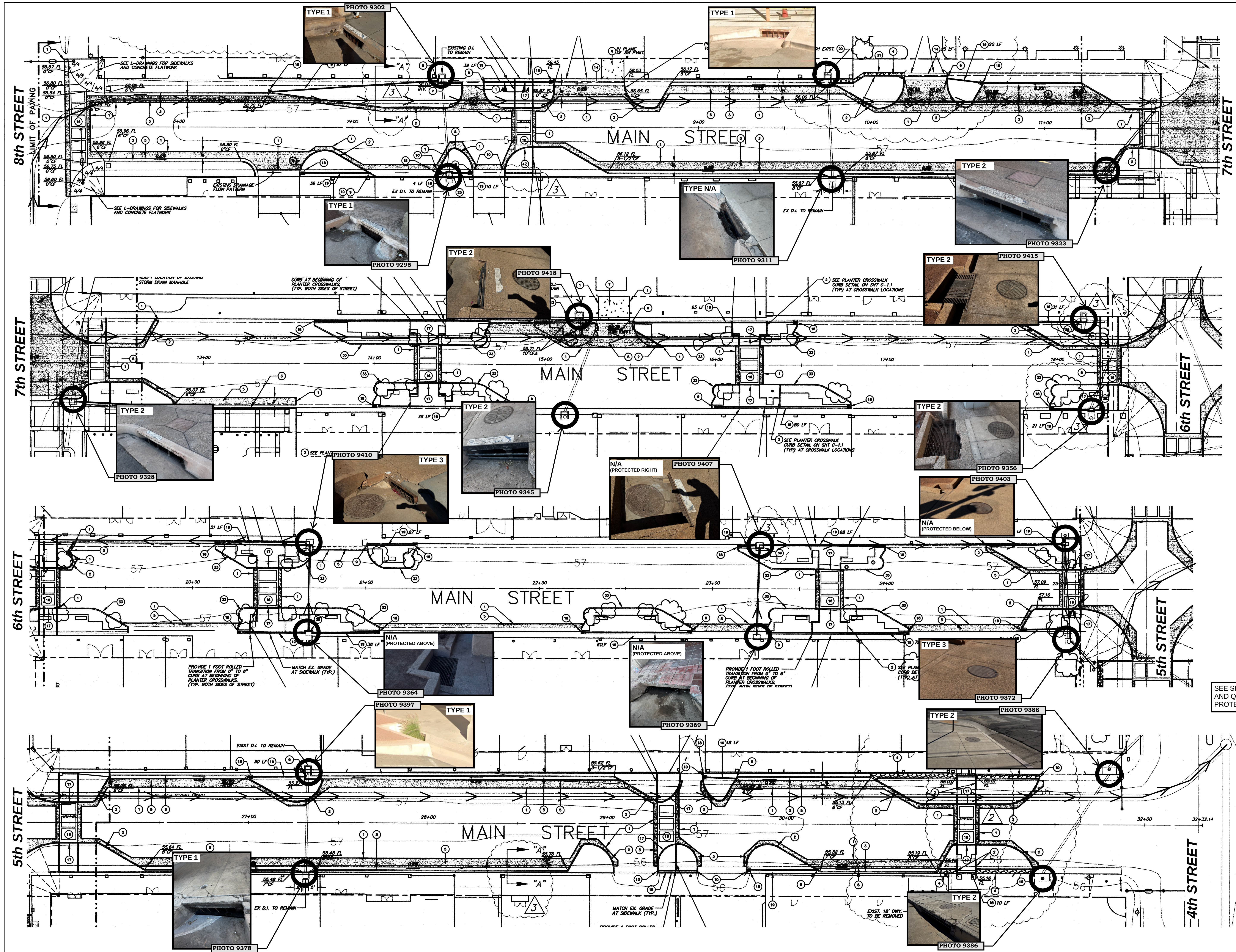
240903

Sheet Title:

IMPROVEMENT
PLAN
(WEST GATEWAY)

SHEET NUMBER:

C5.0



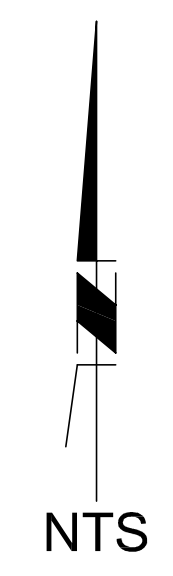
PROJECT:
CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243

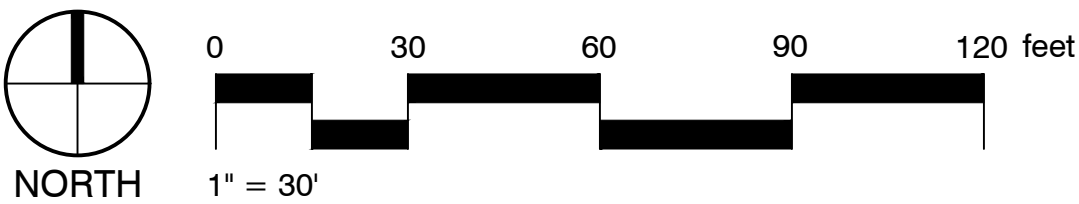
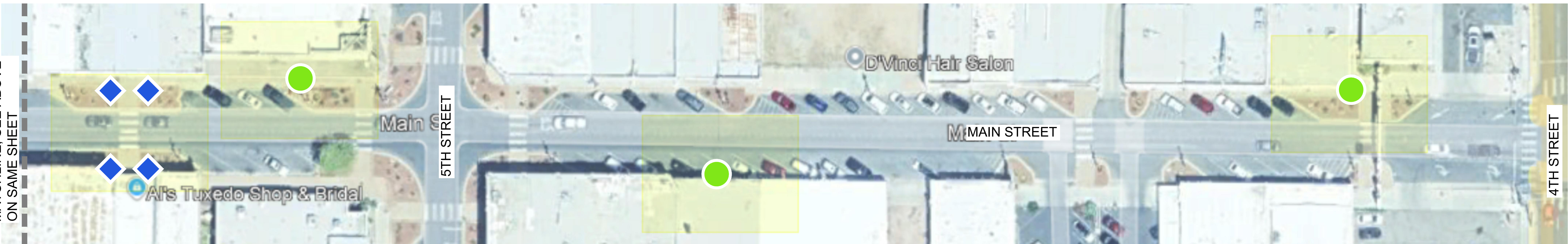


Description: DESIGN DEVELOPMENT
Date: 04/27/25

SEE SHEET C6.1 FOR TYPE
AND QUANTITIES OF INLET
PROTECTION DEVICES

NOT FOR CONSTRUCTION
PROJECT NUMBER: 240903
Sheet Title: STORM DRAIN INLET PROTECTION LOCATIONS (MAIN ST)
SHEET NUMBER: C6.0





- SHEET NOTES
1.

REFER TO SHEETS L1-2 FOR LANDSCAPE CONSTRUCTION LEGEND AND NOTES.
2.

REFER TO SHEETS L1-3 THROUGH L1-4 FOR LANDSCAPE CONSTRUCTION DETAILS.
3.

REFER TO SHEETS L2-0 THROUGH L2-1 FOR LANDSCAPE IRRIGATION PLANS, NOTES, LEGEND AND DETAILS.
4.

REFER TO CIVIL PLANS FOR GRADING AND SITE CONTROL.

SHEET LEGEND			
KEY	SYMBOL	ITEM	DETAIL
SITE FURNISHING			
F-03		TRASH AND RECYCLING DOUBLE STATIONS	-
F-04		STEEL BENCH	C / L1-4

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ktua

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San Diego, CA 92103

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PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO

679 MAIN ST, EL CENTRO, CA 92243

CITY of El Centro

Shining with Opportunity

DESCRIPTION:

DATE:

DESIGN DEVELOPMENT

04/22/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

SHEET TITLE:

LANDSCAPE CONSTRUCTION PLAN - MAIN STREET

SHEET NUMBER: OF

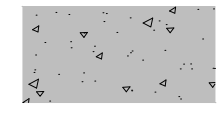
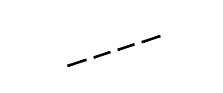
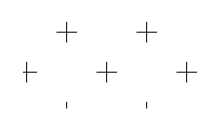
L1-1

Page 335 of 380

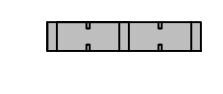
GENERAL CONSTRUCTION NOTES

1. PROTECT EXISTING UTILITIES, HARDSCAPE, FENCING, CURBS AND GUTTERS, LIGHTS, SIGNS, CATCH BASINS, STREET IMPROVEMENTS, ETC. DURING CONSTRUCTION. ANY DAMAGED ITEMS SHALL BE REPLACED TO MATCH EXISTING AT CONTRACTOR'S OWN EXPENSE. REFER TO CIVIL'S DEMOLITION PLAN FOR ADDITIONAL INFORMATION.
2. CONTRACTOR SHALL LAYOUT AND FIELD VERIFY ALL DIMENSIONS OF SITE ELEMENTS AND ALL RELATED WORK PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF RESIDENT ENGINEER.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS. ANGLES ARE AT 90 DEGREES UNLESS NOTED OTHERWISE.
4. WHERE CONFLICTS OCCUR BETWEEN GENERAL CONSTRUCTION NOTES, DRAWINGS AND ACTUAL FIELD CONDITIONS, NOTIFY RESIDENT ENGINEER FOR CLARIFICATION. FAILURE TO PROVIDE NOTIFICATION MAY MAKE CONTRACTOR LIBLE FOR COSTS INCURRED TO RECTIFY THE DISCREPANCY.
5. CONTRACTOR TO CONSULT WITH THE PROJECT'S SITE SUPERINTENDENT, APPROPRIATE AGENCIES, DIG ALERT, AND DRAWINGS TO VERIFY LOCATIONS OF UNDERGROUND UTILITIES, PIPES AND RELATED STRUCTURES. RESPONSIBILITY FOR COSTS INCURRED DUE TO DAMAGE OF THE UTILITIES, PIPES, OR STRUCTURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION OPERATIONS WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTION AND GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE DESIGN PROCESS. CONTRACTOR SHALL BRING SUCH CONDITIONS TO ATTENTION OF RESIDENT ENGINEER IMMEDIATELY FOR RESOLUTION. CONTRACTOR TO ASSUME FULL RESPONSIBILITY FOR COSTS INCURRED AND REQUIRED MODIFICATIONS DUE TO LACK OF PROVIDING SUCH NOTIFICATION.
7. GRADE ALL HARDSCAPE PER CIVIL ENGINEER'S GRADING PLANS.
8. ENSURE THAT DRAIN LINES, IRRIGATION LATERAL AND MAINLINES, ELECTRICAL CONDUIT SLEEVES, ETC., ARE IN PLACE PRIOR TO INSTALLATION OF PAVING AND CURBS.

MATERIALS AND FINISH SCHEDULE

KEY	SYMBOL	DETAIL / SHEET	ITEM	DESCRIPTION	COLOR / FINISH	SUPPLIERS
PAVING / SURFACES						
P-01		SEE CIVIL	CONCRETE PAVING 1 - VEHICULAR	CONCRETE PAVING	COLOR: MATCH EXISTING FINISH: TOPCAST 01	-
P-02		SEE CIVIL	CONCRETE PAVING 2 - PEDESTRIAN		COLOR: MATCH EXISTING FINISH: TOPCAST 01	-
P-03		A / L1-3	CONCRETE PAVING 4 - CONCRETE BAND		COLOR: MATCH EXISTING FINISH: TOPCAST 05	-
P-04		B / L1-3	CONCRETE DOWELED EXPANSION JOINT	POLYPROPYLENE EXPANSION JOINT MATERIAL, STEEL DOWEL WITH SLEEVEING	-	-
P-05		B / L1-3	CONCRETE EXPANSION JOINT	POLYPROPYLENE EXPANSION JOINT MATERIAL	SIKAFLEX-1A JOINT SEALANT, COLOR TO MATCH ADJACENT HARDSCAPE SURFACE	-
P-06		B / L1-3	CONCRETE CONTROL JOINT	SAW CUT JOINT 1/8" WIDE	-	-
P-07		C / L1-3	ARTIFICIAL TURF	SYNTHETIC GRASS: 355SG IMAGINATION CREATIVITY BY SHAWGRASS INFILL SAND: HYDROCHILL BY SHAWGRASS NAILER BOARD: BESTPLUS 1" X 4" RECYCLED PLASTIC	NAILER BOARD COLOR: BLACK	SHAWGRASS PHONE: (619) 884-7440 WEBSITE: SHAWGRASS.COM CONTACT: BRONZEN WINTERS (BRONZEN.WINTERS@SHAWINC.COM) BESTPLUS PLASTIC LUMBER PHONE: (724) 374-5689 WEBSITE: WWW.BESTPL.US CONTACT: SHAREN WALLING (SWALLING@TRIUMVIRATE.COM)

SITE FURNISHING

F-01		A / L1-4	REMOVABLE BOLLARD	(9) CALPIPE SSR06080-316-36-12-F. INTERNAL LOCKING REMOVABLE BOLLARD, 6" DIAMETER SCHEDULE 80, TYPE 316 STAINLESS STEEL, #4 BRUSHED FINISH, 36" HEIGHT, 12" EMBEDDED, FLAT CAP	MATERIAL: T-316 STAINLESS STEEL FINISH: POWDER COAT RAL# 9004 SIGNAL BLACK CAP: FLAT (STANDARD)	CALPIPE WEBSITE: WWW.CALPIPEBOLLARDS.COM
F-02		-	CONCRETE BENCH	(4) MODEL #423SKB2 CONCRETE BENCH - (1) PIECE WITH ARMRESTS AND ANTI-SKATE BUMPS BOTH SIDES	COLOR: ODC TAN OR ODC MAPLEWOOD OR ODC SANDSTONE FINISH: SMOOTH OR LIGHT SANDBLAST MOUNTING: SURFACE MOUNT	OUTDOOR CREATIONS INC. WEBSITE: OUTDOORCREATIONS.COM
F-03		-	TRASH AND RECYCLING DOUBLE STATIONS	TRASH - SMART MAX RECYCLING - SMART	CUSTOM VINYL WRAP OPTION: TBD BY CITY MOUNTING: SURFACE MOUNT	BIGBELLY WEBSITE: BIGBELLY.COM CONTACT: STU BADERTSCHER EMAIL: SBADERTSCHER@BIGBELLY.COM
F-04		-	STEEL BENCH	MODEL CR-196 6' LENGTH WITH INTERMEDIATE ARMREST	COLOR: RAL 7044 SILK GREY OR RAL 1001 BEIGE OR CHAMPAIGN SATIN FINISH: POWDER-COATED MOUNTING: SURFACE MOUNT (ANCHOR BOLTS PROVIDED BY CONTRACTOR)	VICTOR STANLEY WEBSITE: VICTORSTANLEY.COM



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San Diego, CA 92103
619.294.4477 | www.ktua.com

PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO

679 MAIN ST, EL CENTRO,
CA 92243



DESCRIPTION:

DESIGN
DEVELOPMENT

DATE:

04/22/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

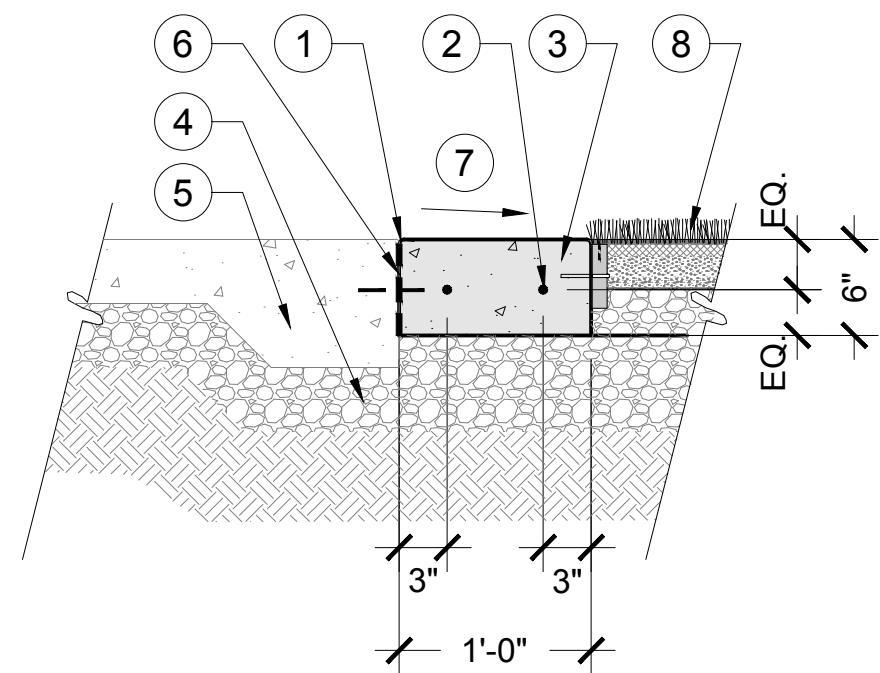
SHEET TITLE:

LANDSCAPE
CONSTRUCTION
LEGEND &
NOTES

SHEET NUMBER:

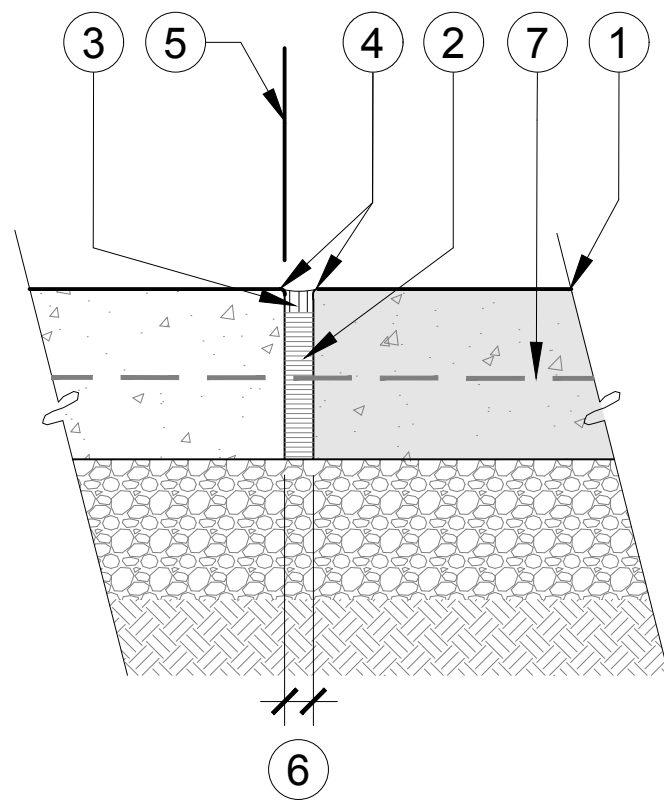
OF

L1-2

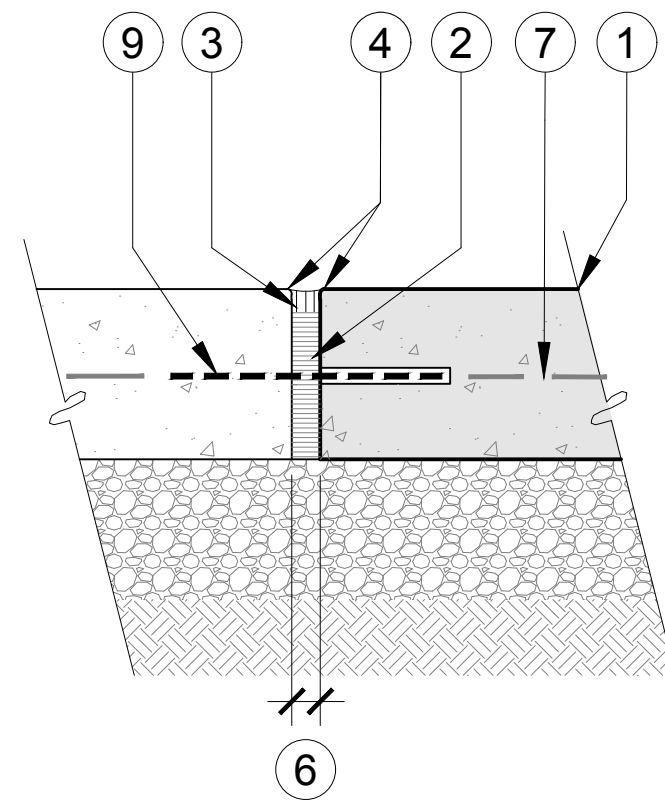


LEGEND

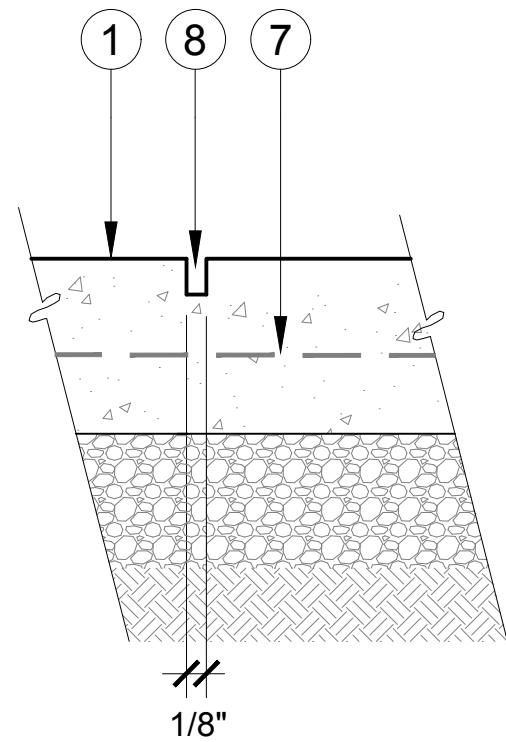
- 1 1/4" RADIUS, TYP.
- 2 #4 REBAR CONTINUOUS
- 3 CONCRETE BAND. FINISH SURFACE OF CONCRETE BAND SHALL BE FLUSH WITH FINISH SURFACE OF ADJACENT HARDSCAPE, TYP.
- 4 COMPACTED SUBGRADE
- 5 CONCRETE PAVING, SEE PLAN
- 6 DOWELED EXPANSION JOINT, SEE DETAIL B ON SAME SHEET
- 7 SLOPE IN DIRECTION SHOWN AT 1.5%, TYP.
- 8 ARTIFICIAL TURF, SEE DETAIL C ON SAME SHEET



EXPANSION JOINT



DOWELED EXPANSION JOINT



CONTROL JOINT

LEGEND

- 1 CONCRETE PAVING PER PLANS AND DETAIL PER CIVIL
- 2 EXPANSION JOINT FILLER MATERIALS PER SPECIFICATION
- 3 JOINT SEALANT AT 1/2" DEPTH, REFER TO MATERIALS AND FINISH LEGEND
- 4 1/4" RADIUS, TYP.
- 5 FACE OF CURB, CONCRETE PAVING, WALL, BUILDING OR STRUCTURE - WHERE OCCURS
- 6 EXPANSION JOINT WIDTH: PEDESTRIAN PAVEMENT - 1/4" VEHICULAR PAVEMENT - 1/2"
- 7 CONCRETE REINFORCING, SEE CIVIL
- 8 SAWCUT JOINT PER PLANS. SAWCUT JOINT TO BE 1/4 THE THICKNESS OF THE SLAB. STOPPING JOINT SHORT OF GRATES, WALLS, BUILDING, PAVING EDGES ETC. IS UNACCEPTABLE.
- 9 #4 REBAR DOWEL WITH "SPEED DOWEL" PLASTIC SLEEVE #PSD1/2X5LT. SPACE DOWELS AT 12" O.C. APPLY SIKA ANCHORFIX-1 EPOXY OR APPROVED EQUAL TO FASTEN DOWELS TO EXISTING CONCRETE CURBS/PAVING WHERE CONDITION OCCURS.

NOTES:

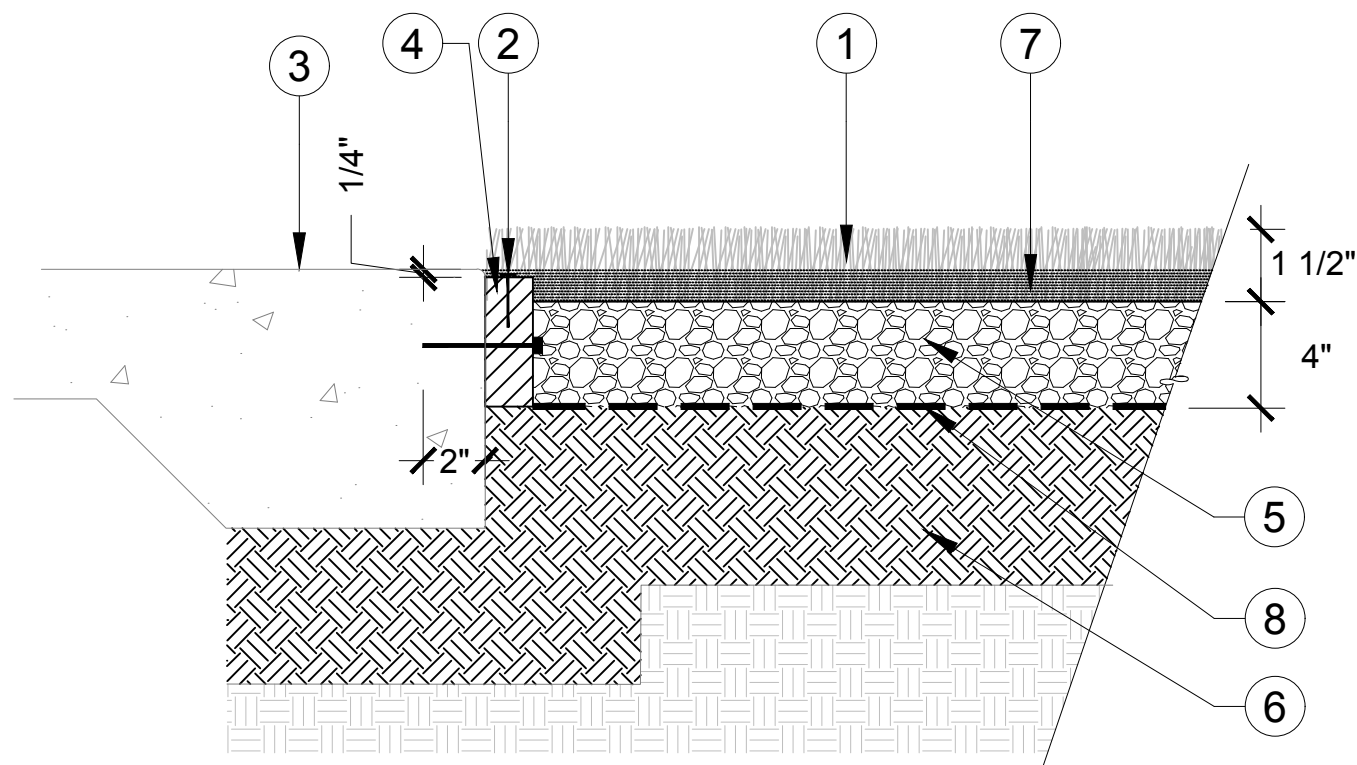
- REFER TO CONSTRUCTION LEGENDS ON SHEETS LC1-2 FOR COLORS AND FINISHES.
- SPACE EXPANSION JOINTS PER PLANS OR AT 20' O.C. MAX. SPACE CONTROL JOINTS PER PLANS OR AT 7' O.C. MAX.
- WHERE CONCRETE ABUTS WALLS / BUILDINGS, PROVIDE CONTINUOUS EXPANSION JOINT WITHOUT DOWELS, TYP.

NOTES

- PROVIDE CONTROL JOINTS AT 4' O.C. MAX. PERPENDICULAR TO LENGTH OF CONCRETE BAND. SPACE EQUIDISTANTLY AS SHOWN IN LANDSCAPE CONSTRUCTION PLANS.
- WHEN CONCRETE BAND TIES INTO EXISTING CONCRETE PAVING, PROVIDE DOWELED EXPANSION JOINT, TYP.
- WHEN CONCRETE BAND TIES INTO BUILDING COLUMNS, PROVIDE EXPANSION JOINT (NO REBAR).

A CONCRETE BAND SECTION

SCALE: 1" = 1'



LEGEND

- 1 SYNTHETIC TURF TBD
- 2 1"-2" GALVANIZED NAIL, INSTALL AT PERIMETER OF TURF AT 2" O.C.
- 3 EXISTING OR NEW CONCRETE PAVING, SEE PLAN
- 4 1" X 4" PLASTIC NAILER BOARD. SET TOP OF BOARD 1/4" BELOW FINISHED SURFACE OF CURB WITH 304 STAINLESS STEEL WEDGE ANCHORS. INSTALL ANCHORS 2" FROM BOARD ENDS AND MAX 24" O.C.
- 5 4" COMPACTED AGGREGATE BASE
- 6 COMPACTED SUBGRADE 95% MIN., 12" DEPTH
- 7 HYDROCHILL INFILL. INSTALL TO DEPTH OF 50% OF TURF BLADE HEIGHT.
- 8 FILTER FABRIC (MIRAFI OR APPROVED EQUAL)

NOTES:

- INSTALL SYNTHETIC TURF PER MANUFACTURER'S RECOMMENDATIONS.
- REFER TO CIVIL DRAWINGS FOR SUBSURFACE DRAINAGE SYSTEM
- REFER TO SPECIFICATIONS FOR MORE INFORMATION.

C ARTIFICIAL GRASS SECTION

SCALE: NOT TO SCALE

B TYPICAL CONCRETE JOINTS SECTION

SCALE: N.T.S.

PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO

679 MAIN ST, EL CENTRO,
CA 92243



DESCRIPTION:

DESIGN
DEVELOPMENT

DATE:

04/22/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

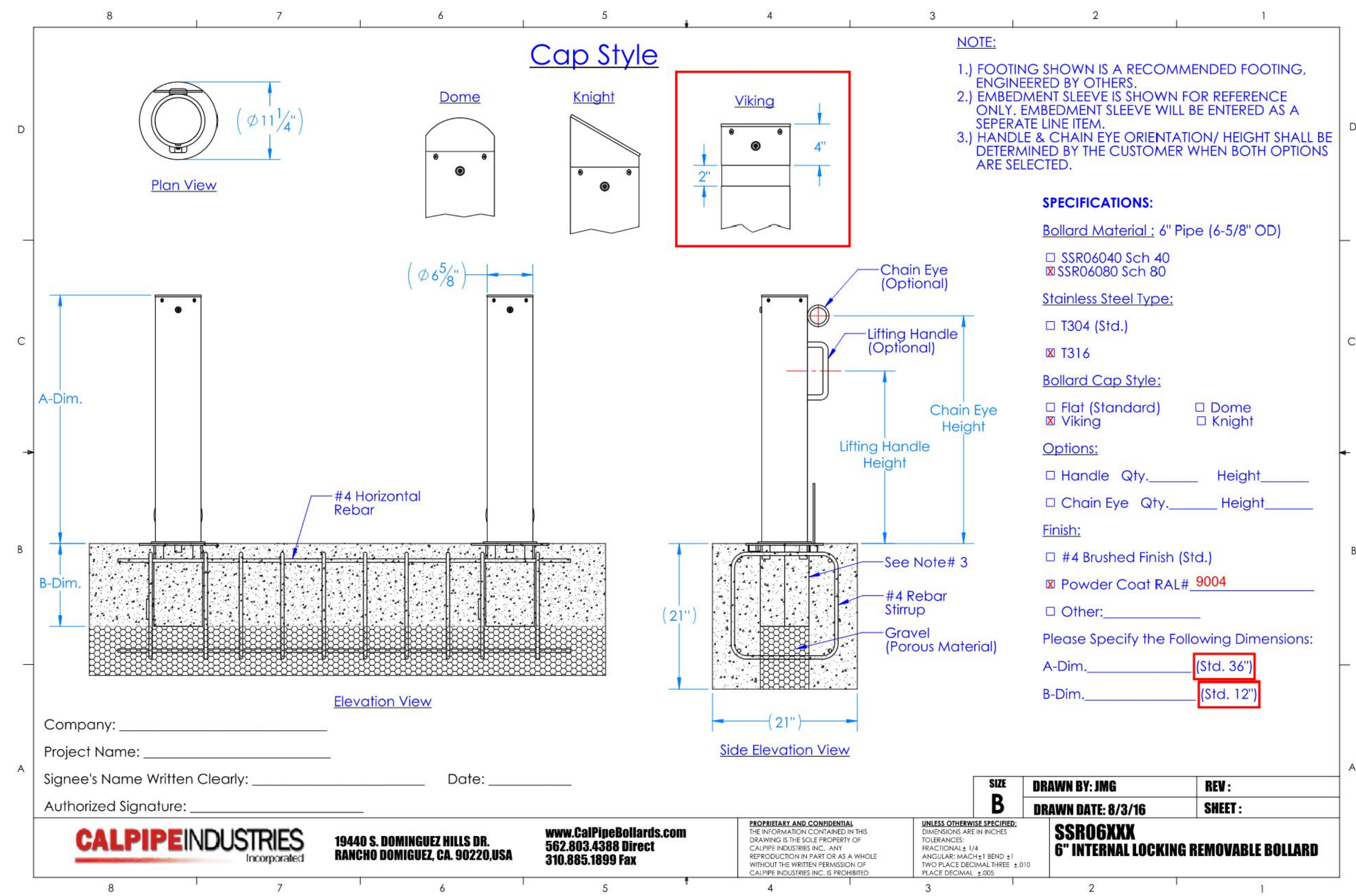
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LANDSCAPE
CONSTRUCTION
DETAILS

SHEET NUMBER:

OF

L1-3



A

REMOVABLE BOLLARD

PLAN / SECTION

SCALE: N.T.S

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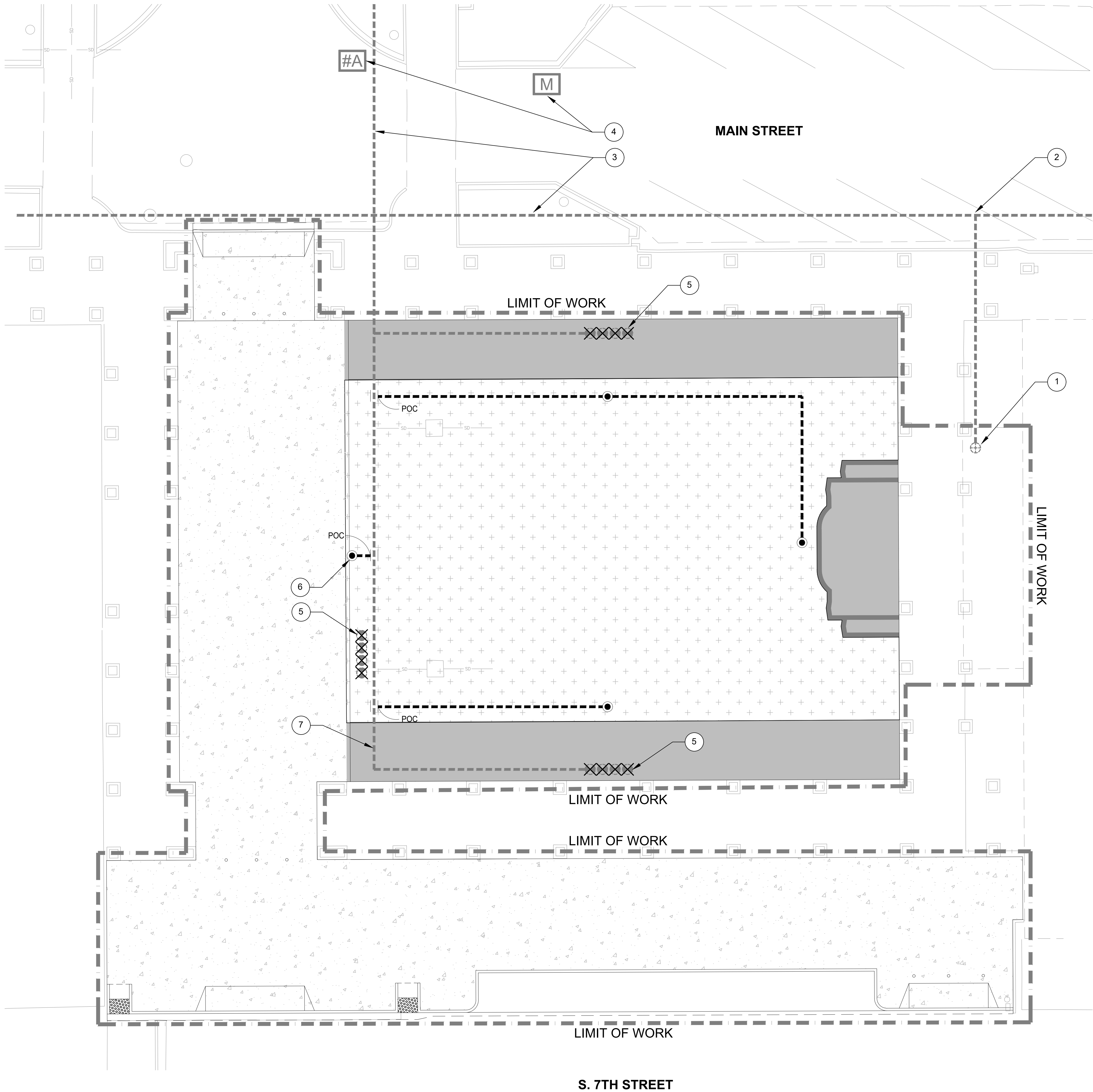
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LANDSCAPE
CONSTRUCTION
DETAILS

SHEET NUMBER:

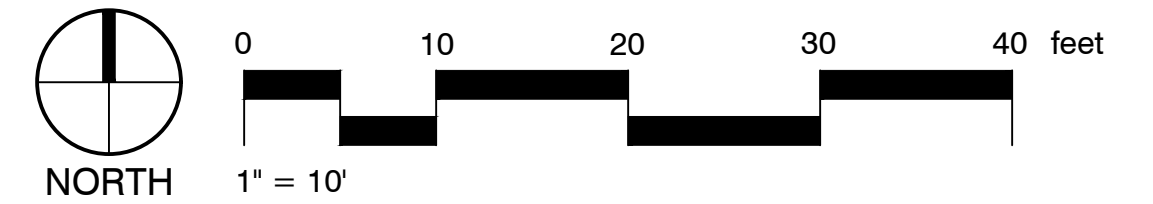
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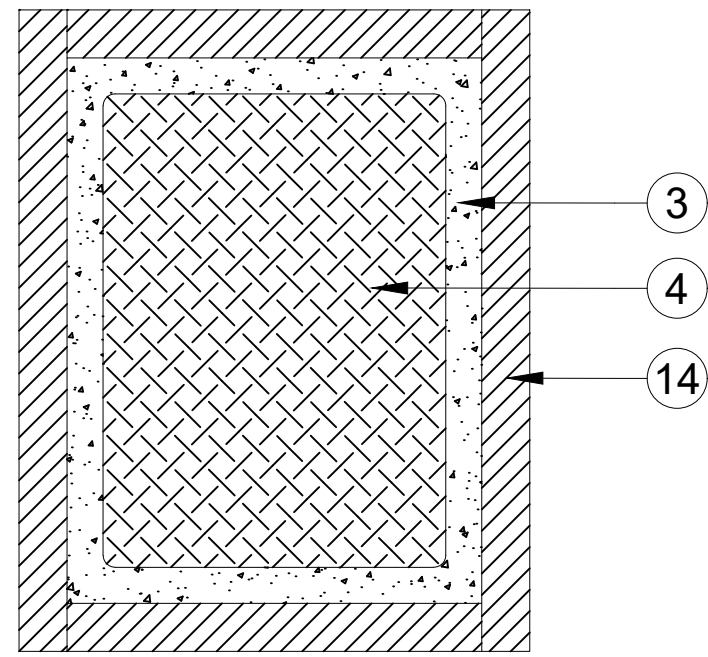
L1-4



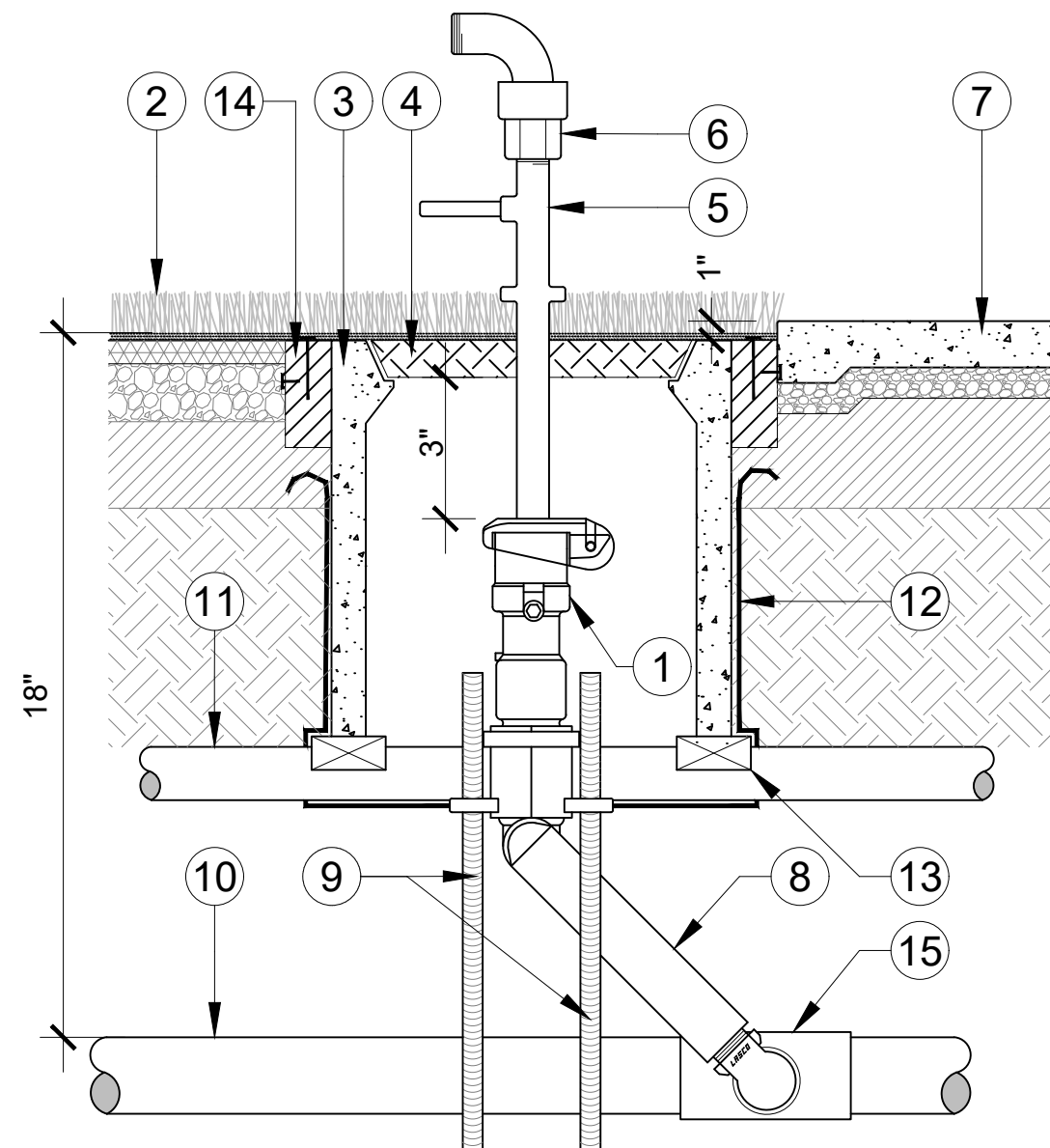
IRRIGATION REFERENCE LEGEND	
POC	POINT OF CONNECTION
-----	EXISTING PVC MAINLINE AND WIRES
-----	PVC MAINLINE
#A	EXISTING CONTROLLER. PROTECT IN PLACE.
M	EXISTING POC AND WATER METER
●	QUICK COUPLER VALVE: RAIN BIRD 44-LRC IN CONCRETE BOX

KEY NOTES	
1	EXISTING FOUNTAIN GATE VALVE WITH CONCRETE BOX AND LID IN FOUNTAIN EQUIPMENT ROOM. SUPPLY LINE ROUTES TO THE WEST TO FOUNTAIN ON OTHER SIDE OF PLAZA. DISCONNECT AND PERMANENTLY CAP WATER SUPPLY LINE ON DOWNSTREAM SIDE OF VALVE.
2	EXISTING MAINLINE TEE TO FOUNTAIN GATE VALVE IN FOUNTAIN EQUIPMENT ROOM. PROTECT IN PLACE.
3	PROTECT IN PLACE EXISTING IRRIGATION SUPPLY LINE AND WIRES
4	EXISTING AUTOMATIC IRRIGATON CONTROLLER "A", WATER METER AND BACKFLOW PREVENTER AT SE CORNER OF STREET INTERSECTION
5	TYPICAL: EXISTING IRRIGATION CONTROL VALVES IN EXISTING LANDSCAPE. REMOVE VALVES AND PERMANENTLY CAP EXISTING LATERAL LINES DOWNSTREAM VALVES. REPLACE EXISTING VALVE BOXES WITH NEW BOXES. PROTECT IN PLACE EXISTING IRRIGATION SUPPLY LINE AND WIRES WHICH ROUTE THROUGH AREA. UTILIZE EXISTING IRRIGATION MAINLINE FOR NEW QUICK COUPLING VALVES.
6	QUICK COUPLER VALVE (IN SYNTHETIC TURF): RAIN BIRD 44-LRC IN CONCRETE BOX (REFER TO DETAIL FOR FURTHER INFORMATION). APPROX. LOCATION SHOWN
7	PROTECT IN PLACE EXISTING IRRIGATION SUPPLY LINE AND WIRES. DISCONNECT AND PERMANENTLY CAP MAINLINE INSIDE SYNTHETIC TURF FIELD LIMITS, TYP.





PLAN VIEW



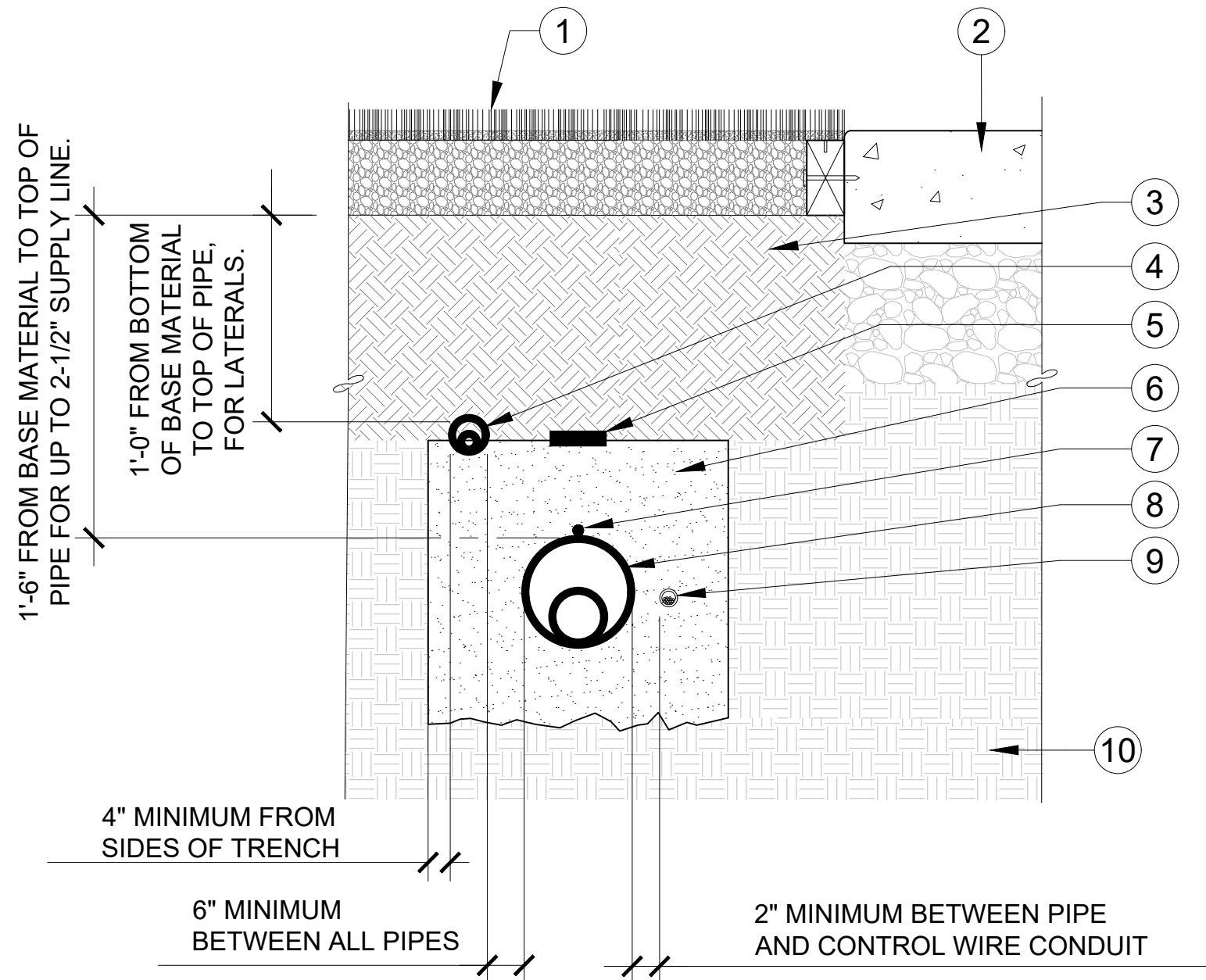
SECTION

LEGEND

- 1 QUICK COUPLER VALVE, REFER TO IRRIGATION LEGEND.
- 2 ARTIFICIAL TURF; SEE DETAIL C ON SHEET L1-3
- 3 CONCRETE RECTANGULAR VALVE BOX, WITH GALVANIZED STEEL CHECKER PLATE (OLD CASTLE CHRISTY MAG SPEC 320 BOX #1, 19\"X12\"X12\"), SET TOP OF BOX LEVEL WITH TOP OF HEADER BOARD (1\" BELOW FINISHED GRADE). CUT OUT SIZE OF TURF THAT FITS THE LID AND GLUE DOWN.
- 4 DIAMOND PLATE GALVANIZED STEEL COVER #1 WITH WELDED CORNERS.
- 5 QUICK COUPLER KEY, TO MATCH COUPLER
- 6 QUICK COUPLER SWIVEL HOSE ELL
- 7 ADJACENT CONCRETE PAVING
- 8 LASCO STANDARD UNITIZED SWING JOINT, WITH SNAP-LOK STABILIZER ELBOW OUTLET
- 9 1/2\" X 24\" REBAR (2) REQUIRED
- 10 MAINLINE PIPE PVC, SEE LEGEND FOR TYPE, SIZE PER PLAN.
- 11 1\" PVC PIPE STABILIZER
- 12 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 13 BRICK (END TO END AROUND BOX BASE)
- 14 2\" X 4\" TREX HEADER TRIM BOARD, SEE DETAIL C ON SHEET L1-3
- 15 LASCO SERVICE TEE OR ELBOW, SEE PLAN FOR SIZE OF MAINLINE

NOTES:

1. SET COUPLER HEIGHT IN BOX TO ENABLE COUPLER KEY WITH HANDLE TO HAVE ADEQUATE CLEARANCE TO TURN VALVE ON AND OFF.
2. INSTALL SYNTHETIC TURF PER MANUFACTURER'S RECOMMENDATIONS.
3. REFER TO SPECIFICATIONS FOR MORE INFORMATION.



NOTES:

1. REFER TO PLANTING PLAN AND ARTIFICIAL TURF DETAIL.
2. ARTIFICIAL TURF, INCLUDING INFILL, BACKING MATERIAL, EDGE FASTENING, AND BASE MATERIAL PER ARTIFICIAL TURF DETAIL.
3. PROVIDE A CLEAN, PROPERLY COMPACTED TRENCH DISTURBANCE AREA FREE OF FOREIGN MATERIAL, SUBSTANCES AND ANY OTHER MATERIALS TO RECEIVE INSTALLATION OF SYNTHETIC GRASS.
4. COORDINATE WITH SYNTHETIC LAWN INSTALLER PRIOR TO TRENCHING IN SYNTHETIC LAWN AREA FOR TRENCH LOCATION, BACKFILL AND SUBSURFACE PREPARATION WORK TO RECEIVE LAWN.

LEGEND

- 1 ARTIFICIAL TURF; SEE DETAIL C ON SHEET L1-3
- 2 CONCRETE PAVING WHERE OCCURS.
- 3 COMPACTED BACKFILL SOIL MATERIAL FREE FROM ALL ROCK AND DEBRIS GREATER THAN ONE HALF INCH SIZE. PRIOR TO IMPROVEMENT, UPPER 12 INCHES OF SUBGRADE MUST BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE, AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY PER ASTM D1557
- 4 NON-PRESSURE LATERAL LINE IN PVC SCH 40 SLEEVE MINIMUM. TWICE THE DIAMETER OF THE LINE RUNNING THROUGH. ALL LATERAL LINES SHALL BE AT THE SAME DEPTH UNDER HARDSCAPE
- 5 3\" DETECTABLE MARKING TAPE.
- 6 BACKFILL SAND FREE FROM ALL ROCK AND DEBRIS GREATER THAN ONE-HALF INCH SIZE. 6\" ABOVE AND 6\" BELOW PRESSURE SUPPLY LINE
- 7 #12 TRACER WIRE, TAPED TO TOP OF MAINLINE EVERY 10 FEET
- 8 PRESSURE SUPPLY LINE IN PVC SCH 40 SLEEVE TWICE THE DIAMETER OF THE LINE RUNNING THROUGH
- 9 SCH 40 PVC ELECTRICAL CONDUIT FOR ALL IRRIGATION WIRES. SEE LEGEND FOR CLASS, REFER TO SPECIFICATIONS FOR SIZES
- 10 UNDISTURBED / 85% COMPACTED SUBGRADE

A QUICK COUPLER VALVE IN ARTIFICIAL TURF

SECTION

NOT TO SCALE

B TRENCH IN ARTIFICIAL TURF

SECTION

NOT TO SCALE

PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO

679 MAIN ST, EL CENTRO,
CA 92243



DESCRIPTION:

DESIGN
DEVELOPMENT

DATE:

04/22/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

SHEET TITLE:

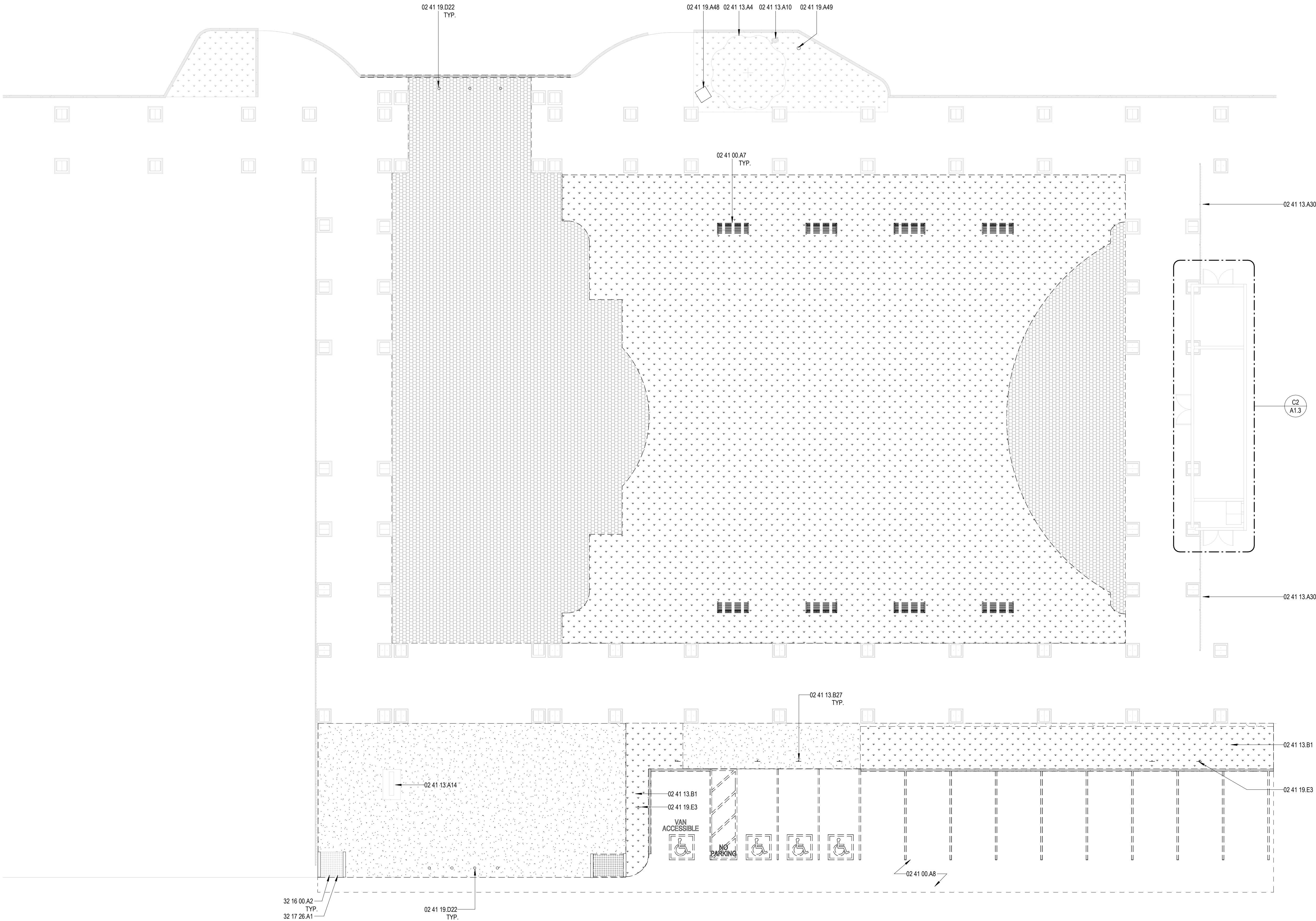
LANDSCAPE
IRRIGATION
DETAILS

SHEET NUMBER:

OF

L2-1

MAIN STREET



S 7TH STREET

CONSTRUCTION NOTES

02 41 00.A7 REMOVE EXISTING BENCH
02 41 00.A8 REMOVE EXISTING PAVEMENT, SEE CIVIL
02 41 13.A4 EXISTING TREE TO REMAIN, PROTECT IN PLACE
02 41 13.A10 EXISTING FIRE HYDRANT TO REMAIN, PROTECT IN PLACE, SEE CIVIL
02 41 13.A14 EXISTING TRANSFORMER TO REMAIN, PROTECT IN PLACE, SEE ELECTRICAL
02 41 13.A30 EXISTING METAL FENCING AND GATE TO REMAIN, TYP.
02 41 13.B1 REMOVE LANDSCAPE, SEE LANDSCAPE
02 41 13.B27 REMOVE EXISTING SIGNAGE AND POLE, TYP. OF (S)
02 41 19.A48 EXISTING MONUMENT SIGNAGE TO REMAIN, PROTECT IN PLACE
02 41 19.A49 EXISTING FIRE HYDRANT TO REMAIN, PROTECT IN PLACE
02 41 19.D22 REMOVE EXISTING BOLLARD
02 41 19.E3 REMOVE EXISTING SIGNAGE AND RELOCATE, LOCATION TBD; DEMO EXISTING SIGNAGE POLE
32 16 00.A2 CURB RAMP, SEE CIVIL
32 17 26.A1 DETECTABLE WARNING, SEE A1/A1.3



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PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

SCHEMATIC DESIGN
100% DESIGN DEVELOPMENT

DATE:

12/18/2024
4/29/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

240903

SHEET TITLE:

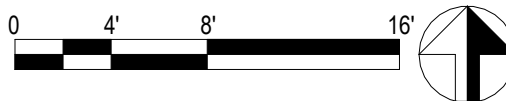
DEMO SITE PLAN

SHEET NUMBER:

A1.1

LEGEND

- (E) CONCRETE TO BE REMOVED, SEE LANDSCAPE
- (E) DECORATIVE CONCRETE TO BE REMOVED, SEE LANDSCAPE
- (E) PLANTING / MULCH TO BE REMOVED, SEE LANDSCAPE
- (E) ASPHALT PAVING TO BE REMOVED, SEE CIVIL



MAIN STREET



02 41 13 A31
TYP.

34 71 00 A1

02 41 13 A30

C2
A1.3

C1
A1
A5.1
B1

A3
A1.3

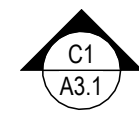
12 93 40 A1

34 71 00 A1
TYP.

02 41 13 A14

32 16 00 A2
TYP.

32 17 26 A1
TYP.



S 7TH STREET

32 17 23 A1

4" TYP.

19'-9"

19'-9"

19'-9"

19'-9"

19'-9"

34 71 00 A1
TYP.

CONSTRUCTION NOTES

02 41 13 A14 EXISTING TRANSFORMER TO REMAIN, PROTECT IN PLACE, SEE ELECTRICAL
02 41 13 A30 EXISTING METAL FENCING AND GATE TO REMAIN, TYP.
02 41 13 A31 EXISTING LANDSCAPE AREA, SEE LANDSCAPE PLANS FOR SCOPE WHERE OCCURS, TYP. ALL LANDSCAPE AREAS
12 93 40 A1 BENCH, SEE LANDSCAPE
32 16 00 A2 CURB RAMP, SEE CIVIL
32 17 23 A1 NEW PARKING SIGANCE AND STRIPING
32 17 26 A1 DETECTABLE WARNING, SEE A1/A1.3
34 71 00 A1 BOLLARD, SEE LANDSCAPE



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TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

DATE:

SCHEMATIC
DESIGN

12/18/2024

100% DESIGN
DEVELOPMENT

4/29/25

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PROJECT NUMBER:

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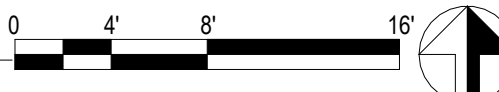
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SITE PLAN

SHEET NUMBER:

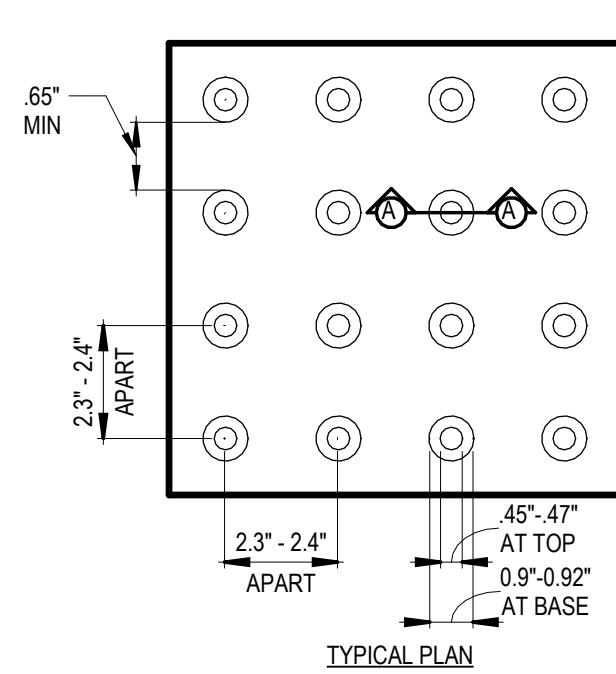
A1.2

D1
A1.2
SCALE: 1" = 10'-0"



NOTE 1: DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A BASE DIAMETER OF 0.9" MIN-0.92" MAX, TAPERING TO 0.45" MIN-0.47" MAX AT THE TOP, A HEIGHT OF 0.2" AND A CENTER TO CENTER SPACING OF 2.3" MIN-2.4" MAX AND A BASE TO BASE SPACING OF 0.65" MIN MEASURED BETWEEN THE MOST ADJACENT DOMES ON A SQUARE GRID. CENTER TO CENTER SPACING OF 1.6" MIN AND 2.4" MAX ACCEPTABLE FOR DOMES IN RADIAL PATTERN.

NOTE 2: THE DETECTABLE WARNINGS SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, WHETHER LIGHT ON DARK OR DARK ON LIGHT AND 70% MINIMUM WITH ADJACENT WALKING SURFACES. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. CONTRAST SHALL BE DETERMINED BY: $CONTRAST = \frac{B1-B2}{B1} \times 100$ PERCENT WHERE B1= LIGHT REFLECTANCE VALUE OF THE LIGHTER AREA, AND B2 = LIGHT REFLECTANCE VALUE OF THE DARKER AREA.



NOTE 3: IF A WALK CROSSES OR ADJOINS A VEHICULAR WAY, AND THE WALKING SURFACES ARE NOT SEPARATED BY CURBS, RAILINGS OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND THE VEHICULAR AREAS, THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.

NOTE 4: DETECTABLE WARNING SURFACES SHALL BE YELLOW CONFORMING TO FS33538 OF FEDERAL STANDARD 595C.

NOTE 5: DETECTABLE WARNINGS AT CURB RAMP SHALL EXTEND 36 INCHES (914 MM) IN THE DIRECTION OF TRAVEL. DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE RAMP RUN LESS 2 INCHES (51 MM) MAXIMUM ON EACH SIDE, EXCLUDING ANY FLARED SIDES. DETECTABLE WARNINGS SHALL BE LOCATED SO THE EDGE NEAREST THE CURB IS 6 INCHES (152 MM) MINIMUM AND 8 INCHES (203 MM) MAXIMUM FROM THE LINE AT THE FACE OF THE CURB MARKING THE TRANSITION BETWEEN THE CURB AND THE GUTTER, STREET OR HIGHWAY.

A1
A1.3 DETECTABLE WARNING DETAIL
SCALE: NONE

A3
A1.3 STORAGE ROOM - EAST
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

02 41 13.A29 EXISTING COMMEMORATIVE WALL PLAQUE TO REMAIN, PROTECT IN PLACE
02 41 13.B26 REMOVE ALL EXISTING EQUIPMENT IN PUMP ROOM TO EXISTING FINISHED SURFACE, EXISTING EQUIPMENT CURBS, IF PRESENT, MAY REMAIN
26 30 00.B2 ELECTRICAL EQUIPMENT, SEE ELECTRICAL
40 05 61.A1 EXISTING FOUNTAIN GATE VALVE WITH CONCRETE BOX, SEE LANDSCAPE

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679 MAIN STREET, EL
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DESCRIPTION: DATE:
SCHEMATIC DESIGN 12/18/2024
100% DESIGN DEVELOPMENT 4/29/25

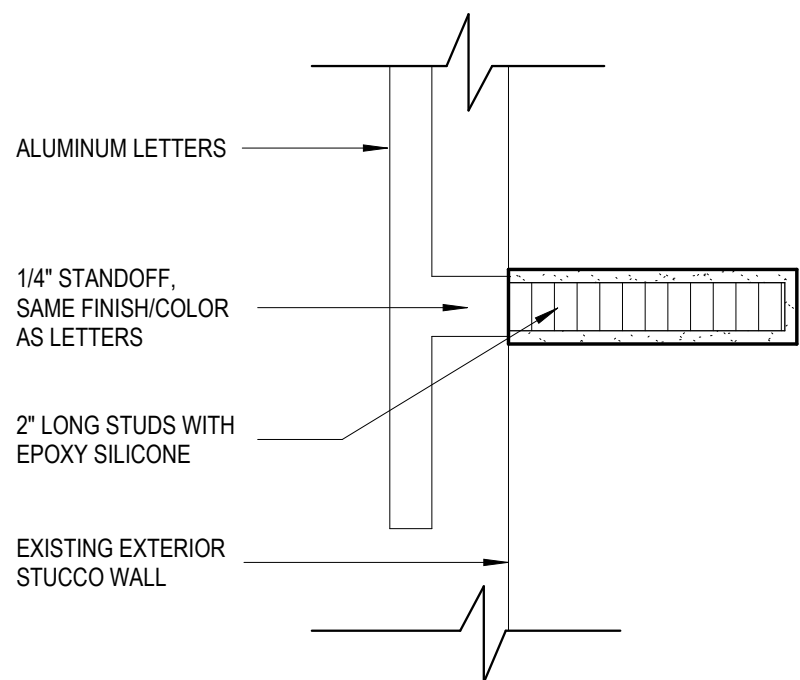
NOT FOR
CONSTRUCTION

PROJECT NUMBER:
240903

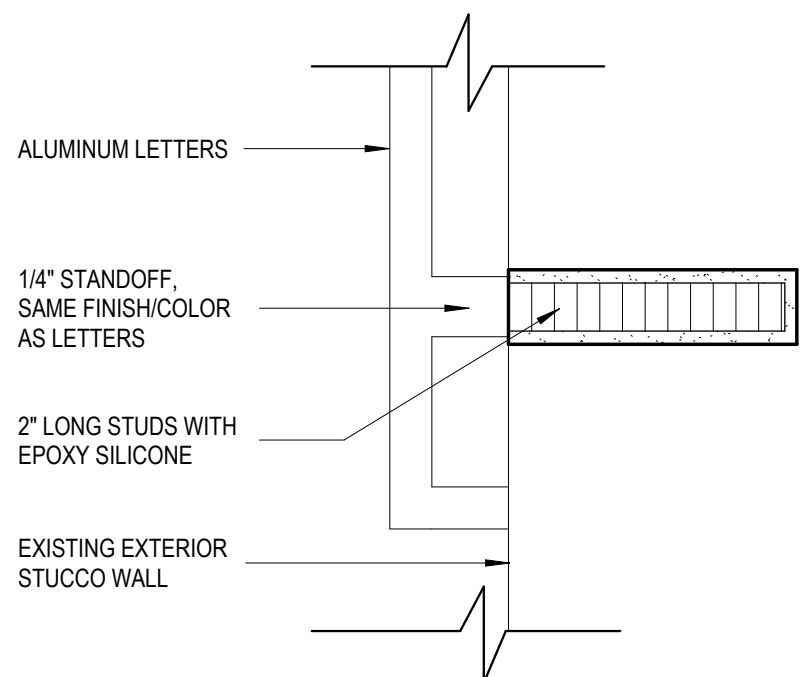
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ENLARGED SITE
PLANS & DETAILS

SHEET NUMBER:

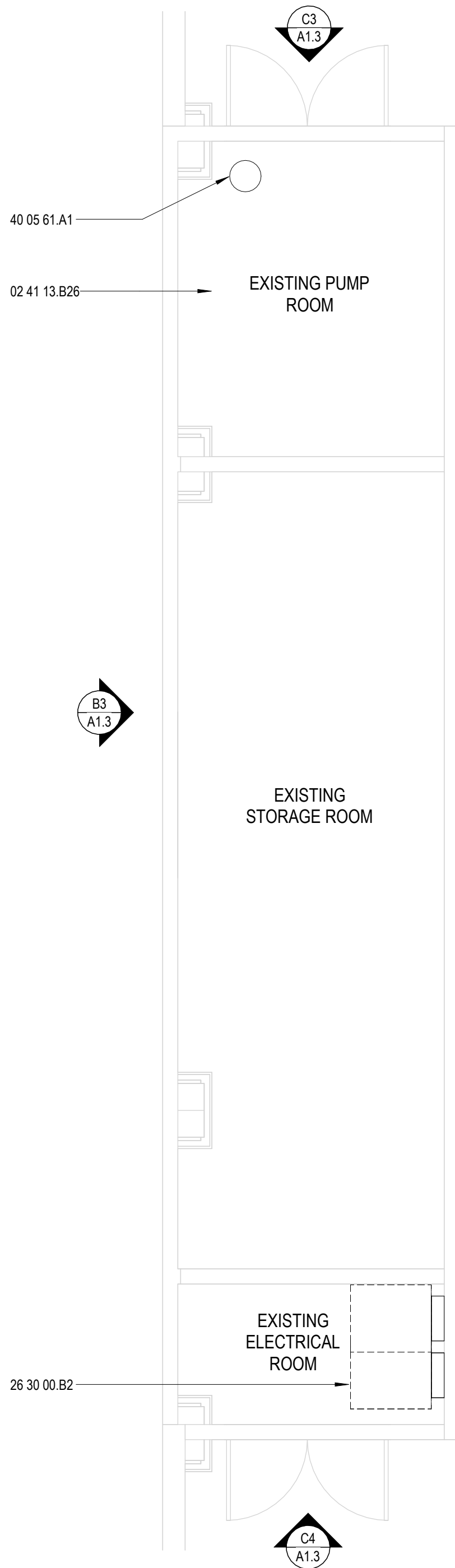
A1.3



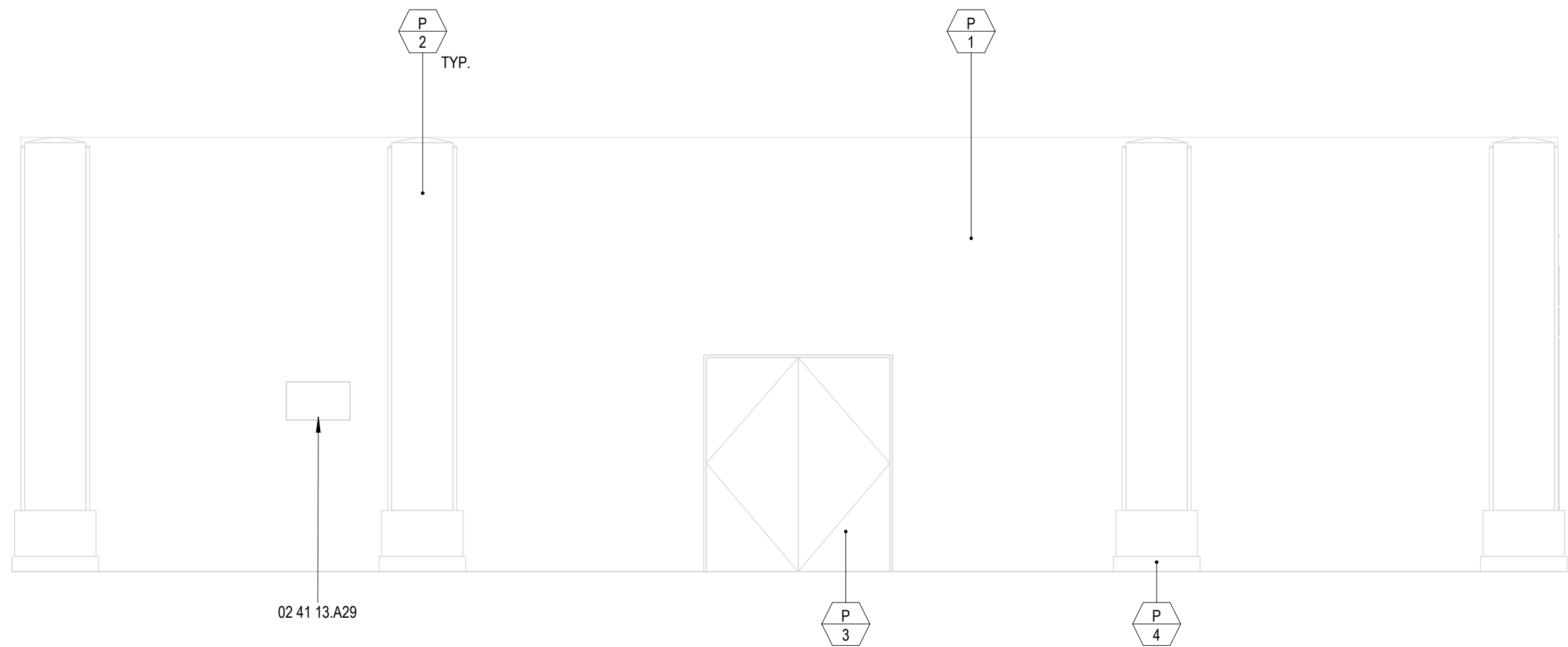
B1
A1.3 NON-ILLUMINATED ALUMINUM SIGNAGE ANCHORAGE - REVEAL EDGE
SCALE: 3" = 1'-0"



C1
A1.3 ILLUMINATED ALUMINUM SIGNAGE ANCHORAGE - CHANNEL EDGE
SCALE: 3" = 1'-0"



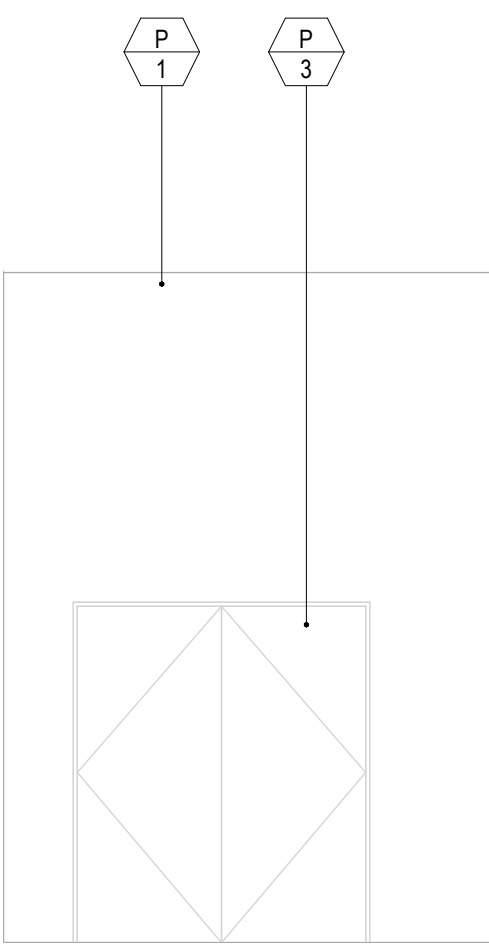
C2
A1.3 STORAGE ROOM - ENLARGED PLAN
SCALE: 1/4" = 1'-0"



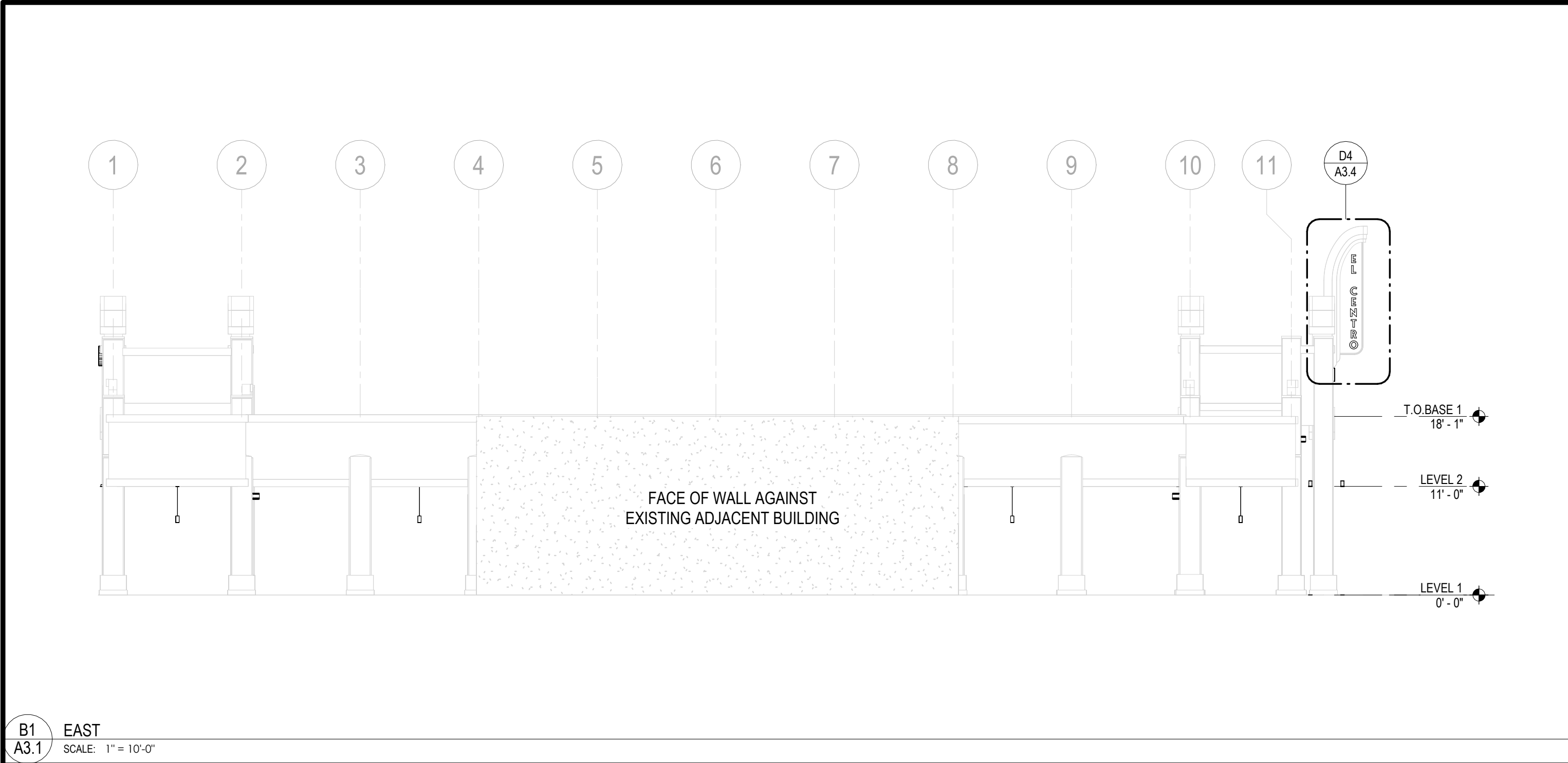
B3
A1.3 STORAGE ROOM - WEST
SCALE: 1/4" = 1'-0"



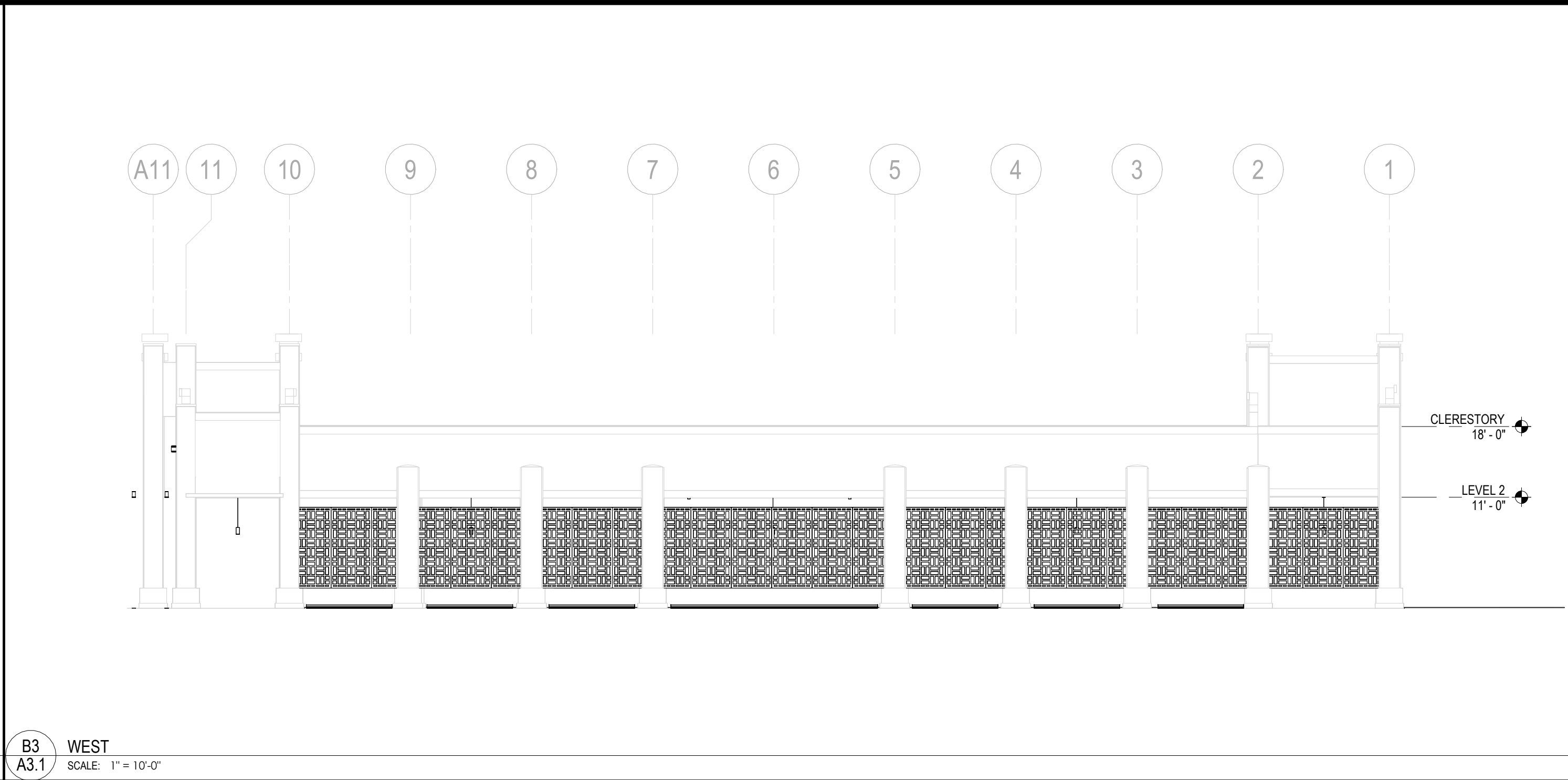
C3
A1.3 STORAGE ROOM - NORTH
SCALE: 1/4" = 1'-0"



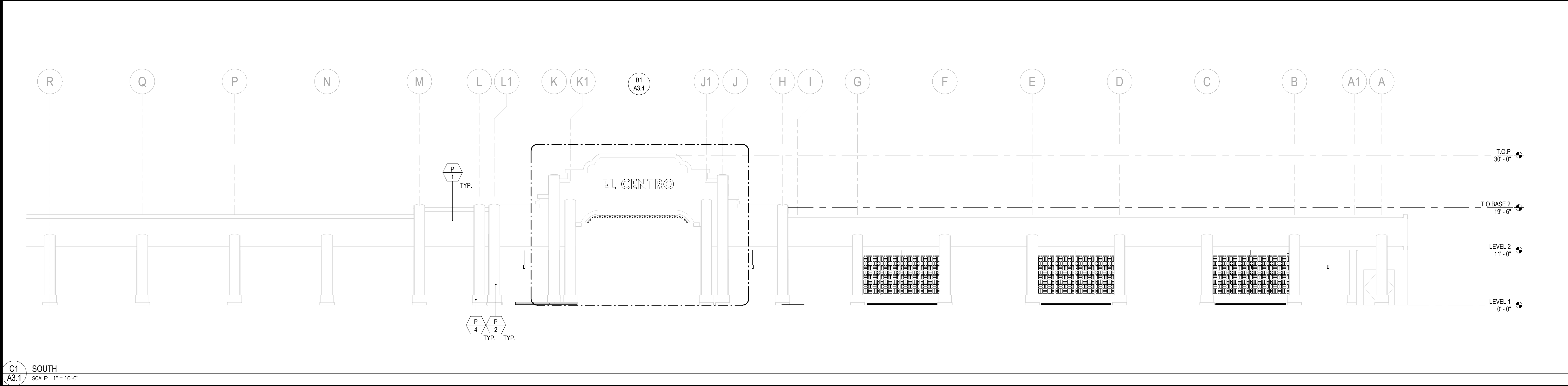
C4
A1.3 STORAGE ROOM - SOUTH
SCALE: 1/4" = 1'-0"



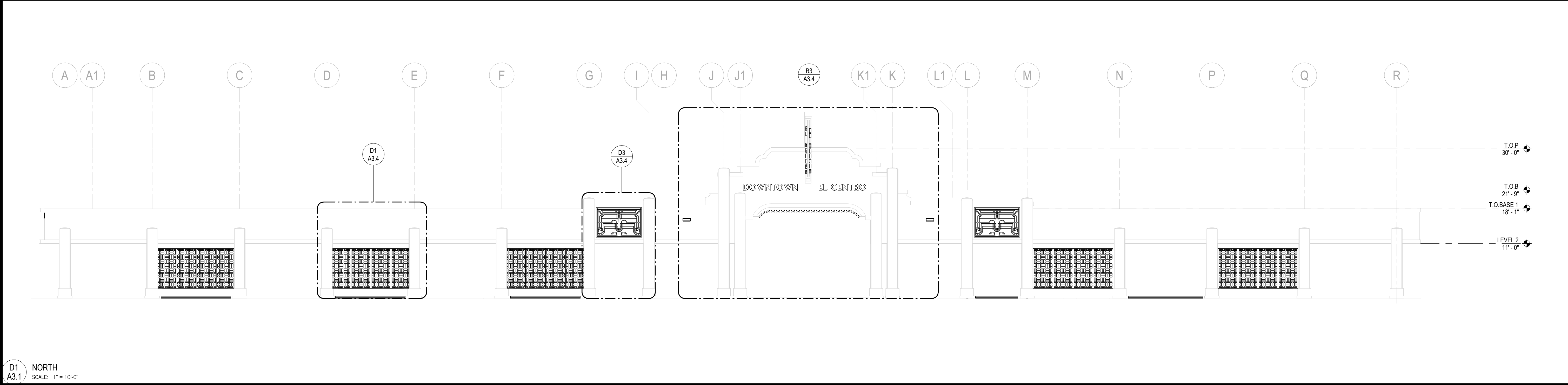
B1 EAST
A3.1 SCALE: 1" = 10'-0"



B3 WEST
A3.1 SCALE: 1" = 10'-0"



C1 SOUTH
A3.1 SCALE: 1" = 10'-0"



D1 NORTH
A3.1 SCALE: 1" = 10'-0"

PROJECT:

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PROJECT NUMBER:
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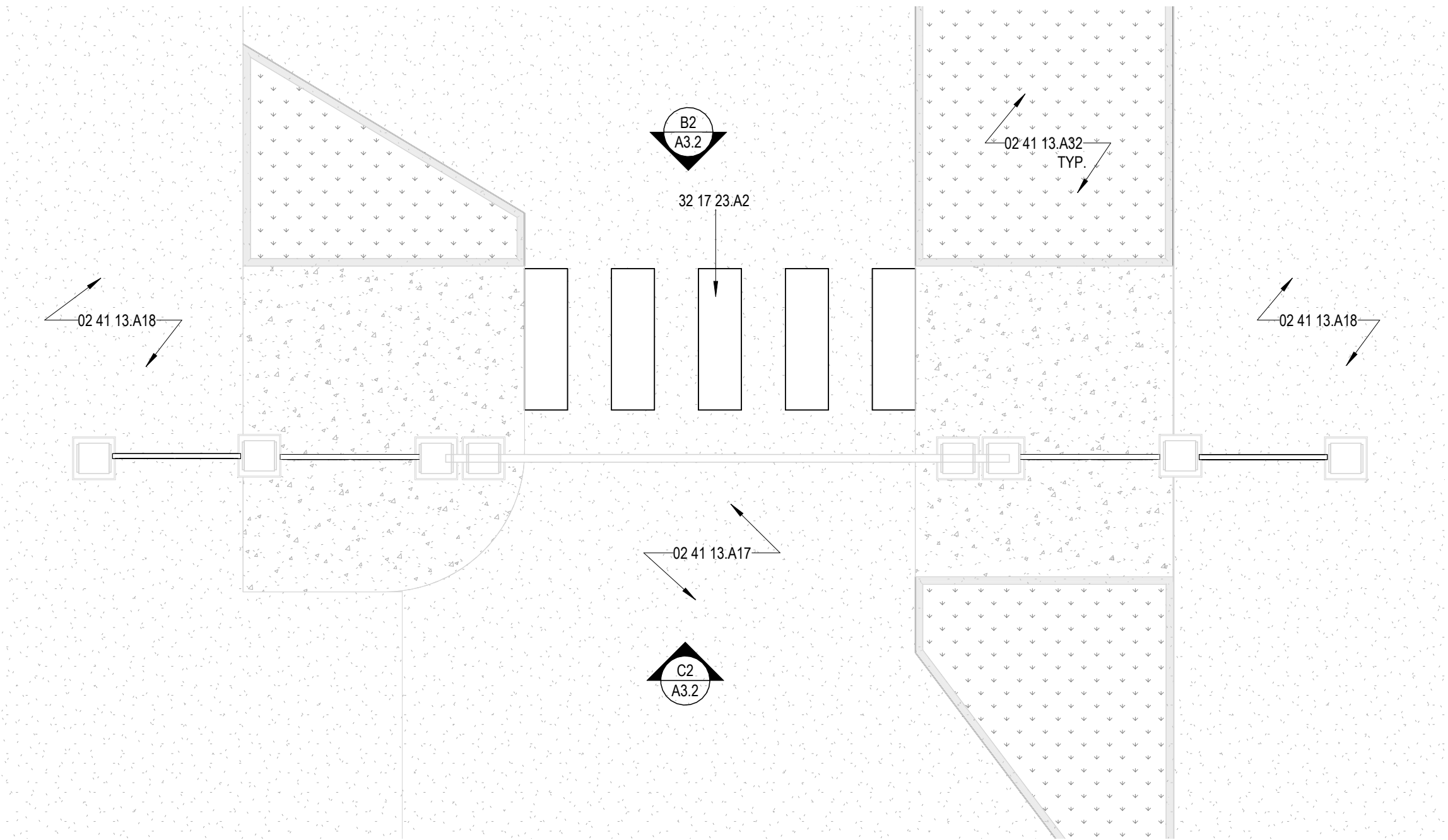
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EXTERIOR
ELEVATIONS -
TOWN SQUARE

SHEET NUMBER:

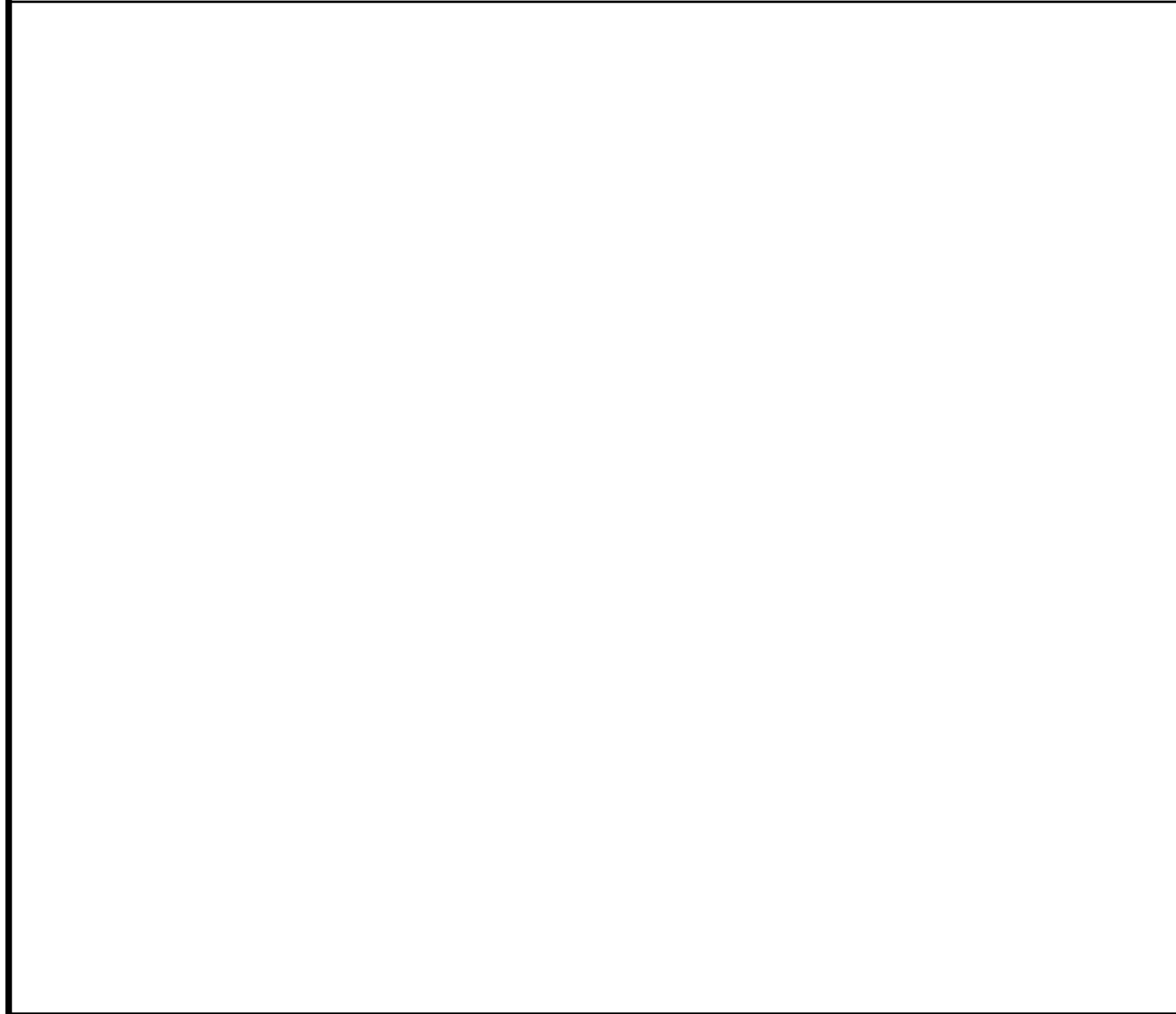
A3.1



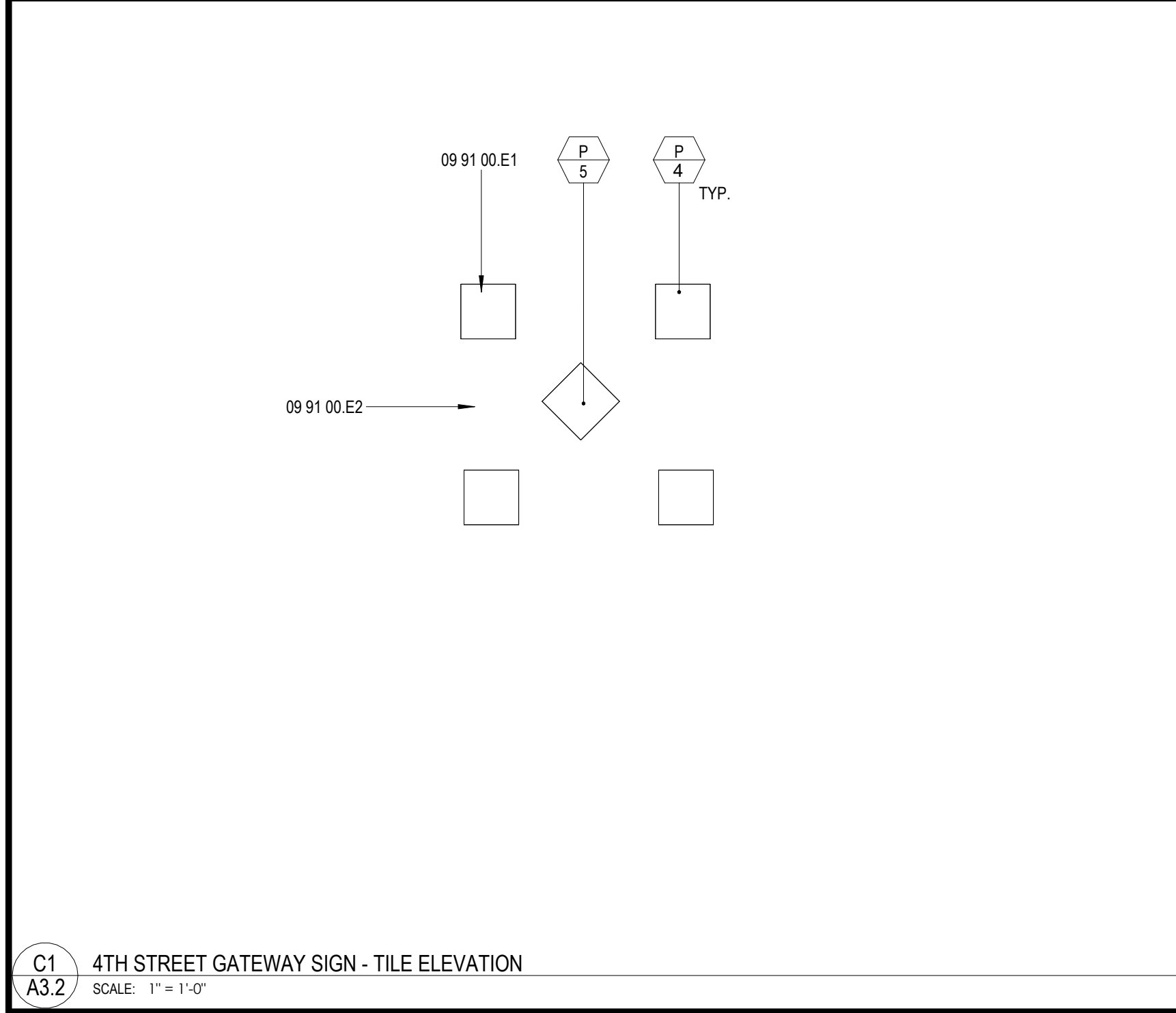
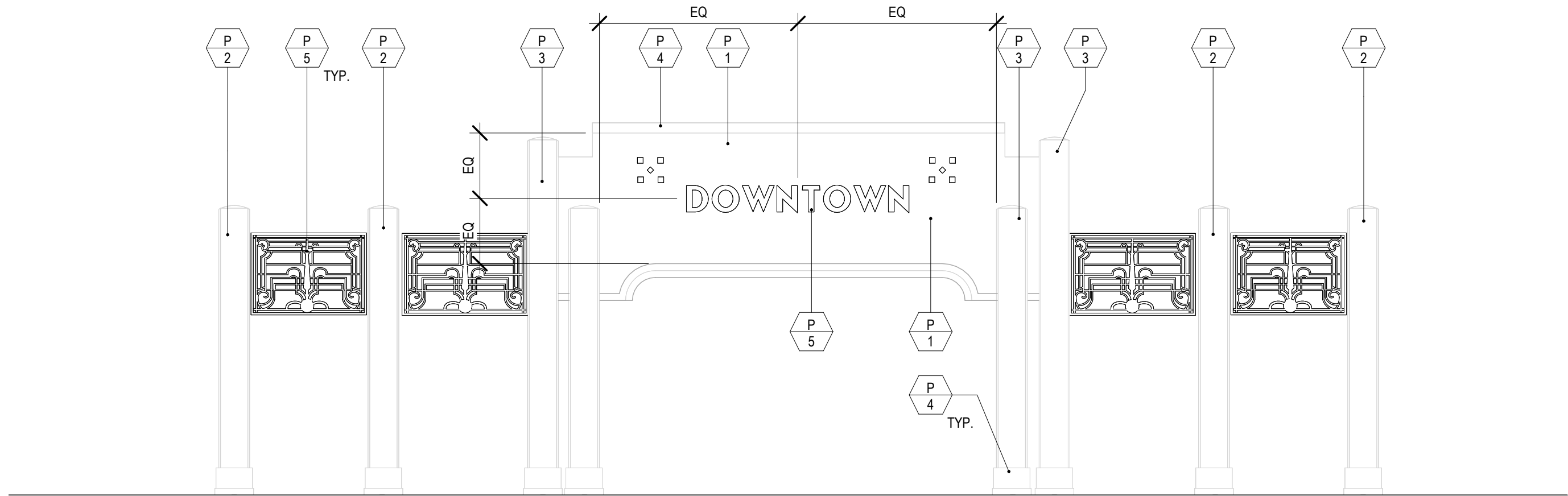
A2
A3.2 4TH STREET GATEWAY SIGN
SCALE: 1/8" = 1'-0"



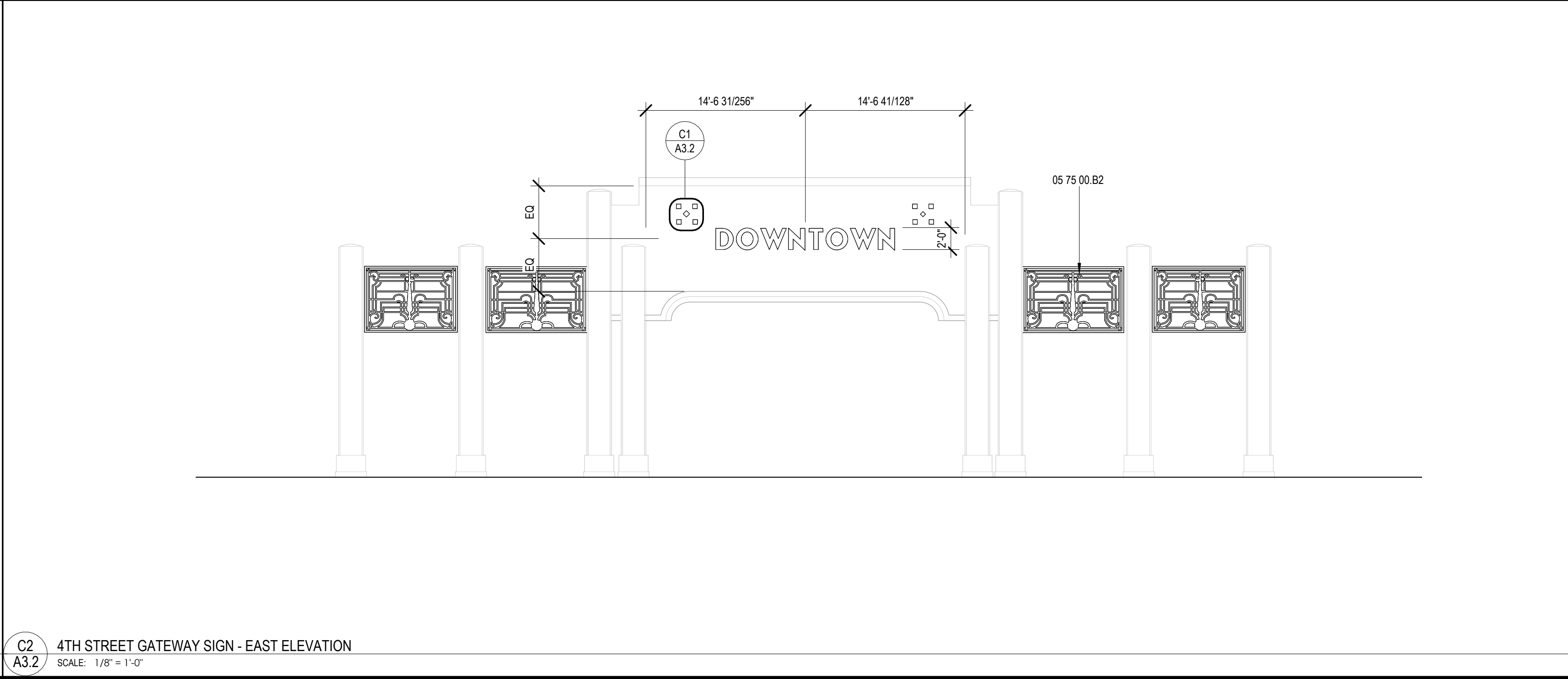
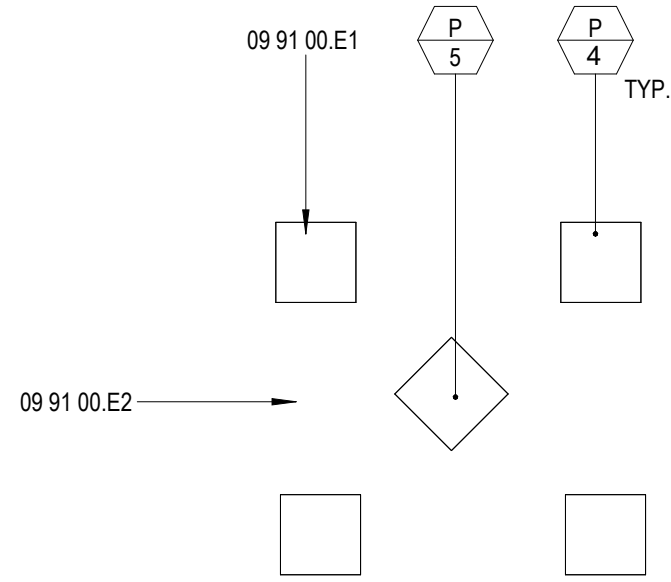
CONSTRUCTION NOTES	
02 41 13.A17	EXISTING ASPHALT PAVING TO REMAIN. PROTECT IN PLACE
02 41 13.A18	EXISTING CONCRETE PAVING TO REMAIN. PROTECT IN PLACE
02 41 13.A32	EXISTING LANDSCAPE TO REMAIN. PROTECT IN PLACE
05 75 00.B2	EXISTING METAL SCREEN TO BE REFINISHED. SEE FINISH SCHEDULE
09 91 00.E1	REMOVE, REFINISH, AND REINSTALL EXISTING ACCENT TILES
09 91 00.E2	REMOVE, PATCH AND REPAIR WALL FINISH TO ACCOMMODATE NEWLY FINISHED TILE
32 17 23.A2	EXISTING PEDESTRIAN CROSS WALK STRIPING TO REAMAIN, PROTECT IN PLACE



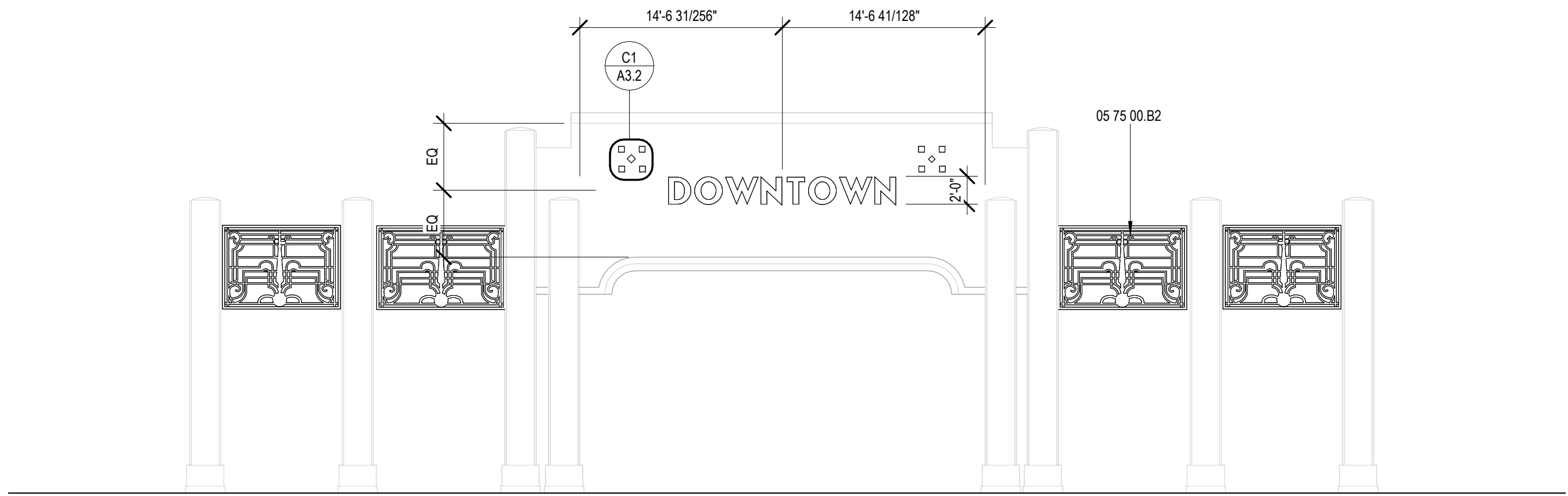
B2
A3.2 4TH STREET GATEWAY SIGN - WEST ELEVATION
SCALE: 1/8" = 1'-0"



C1
A3.2 4TH STREET GATEWAY SIGN - TILE ELEVATION
SCALE: 1" = 1'-0"



C2
A3.2 4TH STREET GATEWAY SIGN - EAST ELEVATION
SCALE: 1/8" = 1'-0"



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679 MAIN STREET, EL
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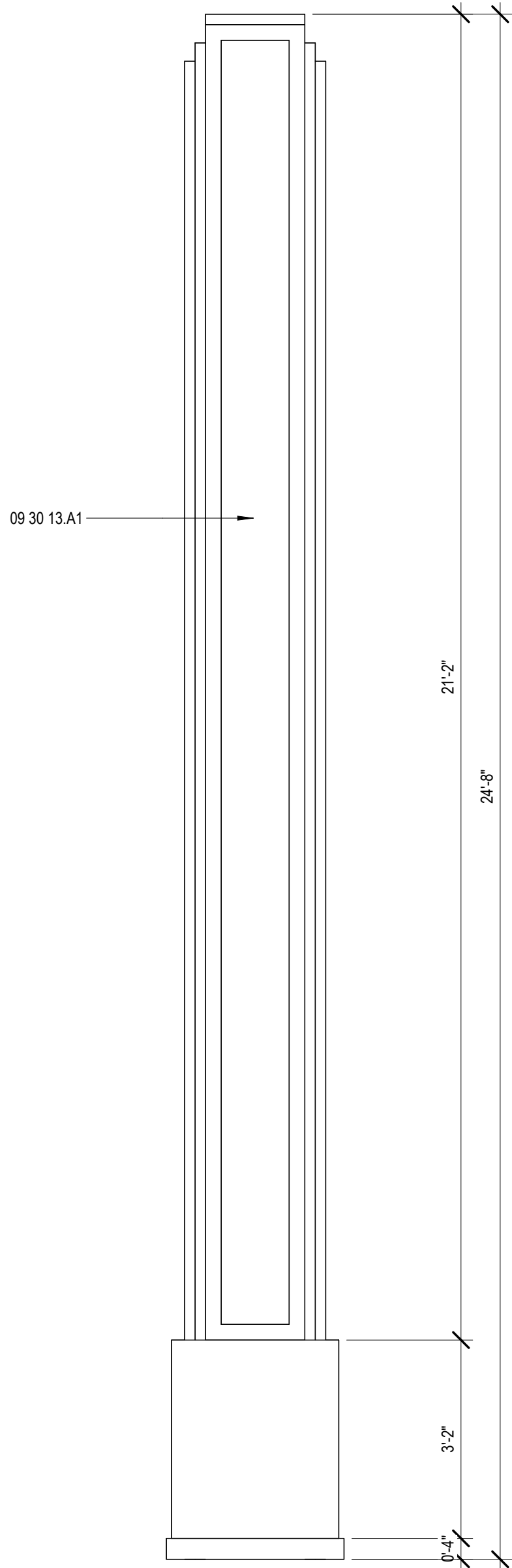
DESCRIPTION:	DATE:
SCHEMATIC DESIGN	12/18/2024
100% DESIGN DEVELOPMENT	4/29/25

NOT FOR CONSTRUCTION

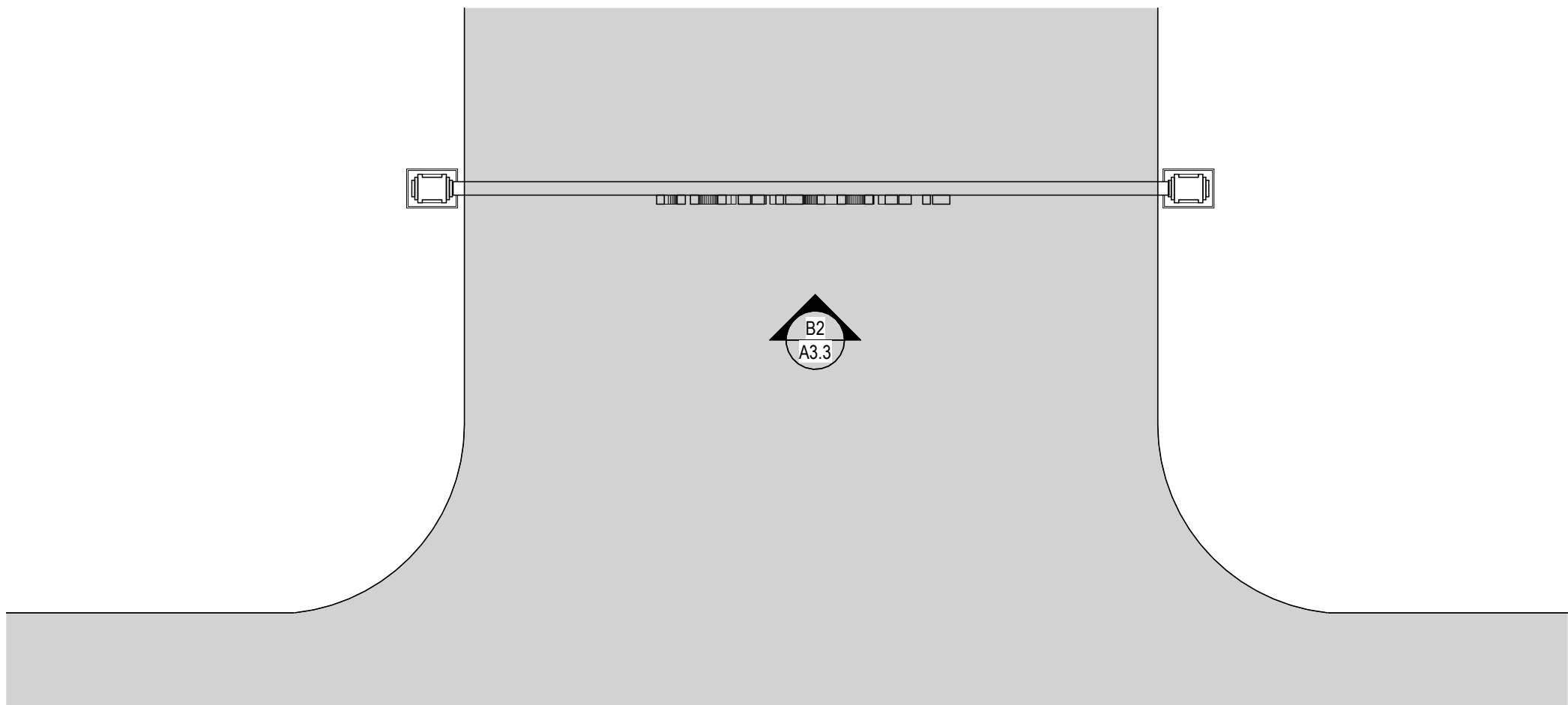
PROJECT NUMBER:
240903

SHEET TITLE:
4TH STREET GATEWAY SIGN

SHEET NUMBER:
A3.2



B1
A3.3 8TH ST COLUMN - ELEVATION
SCALE: 1/2" = 1'-0"



A2
A3.3 8TH STREET GATEWAY SIGN
SCALE: 1/8" = 1'-0"

DOWNTOWN
MAIN STREET

B2
A3.3 8TH ST - SIGNAGE ELEVATION
SCALE: 3/8" = 1'-0"

CONSTRUCTION NOTES

09 30 13.A1 PORCELAIN OR MOSAIC TILE TBD.



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100% DESIGN DEVELOPMENT 4/29/25

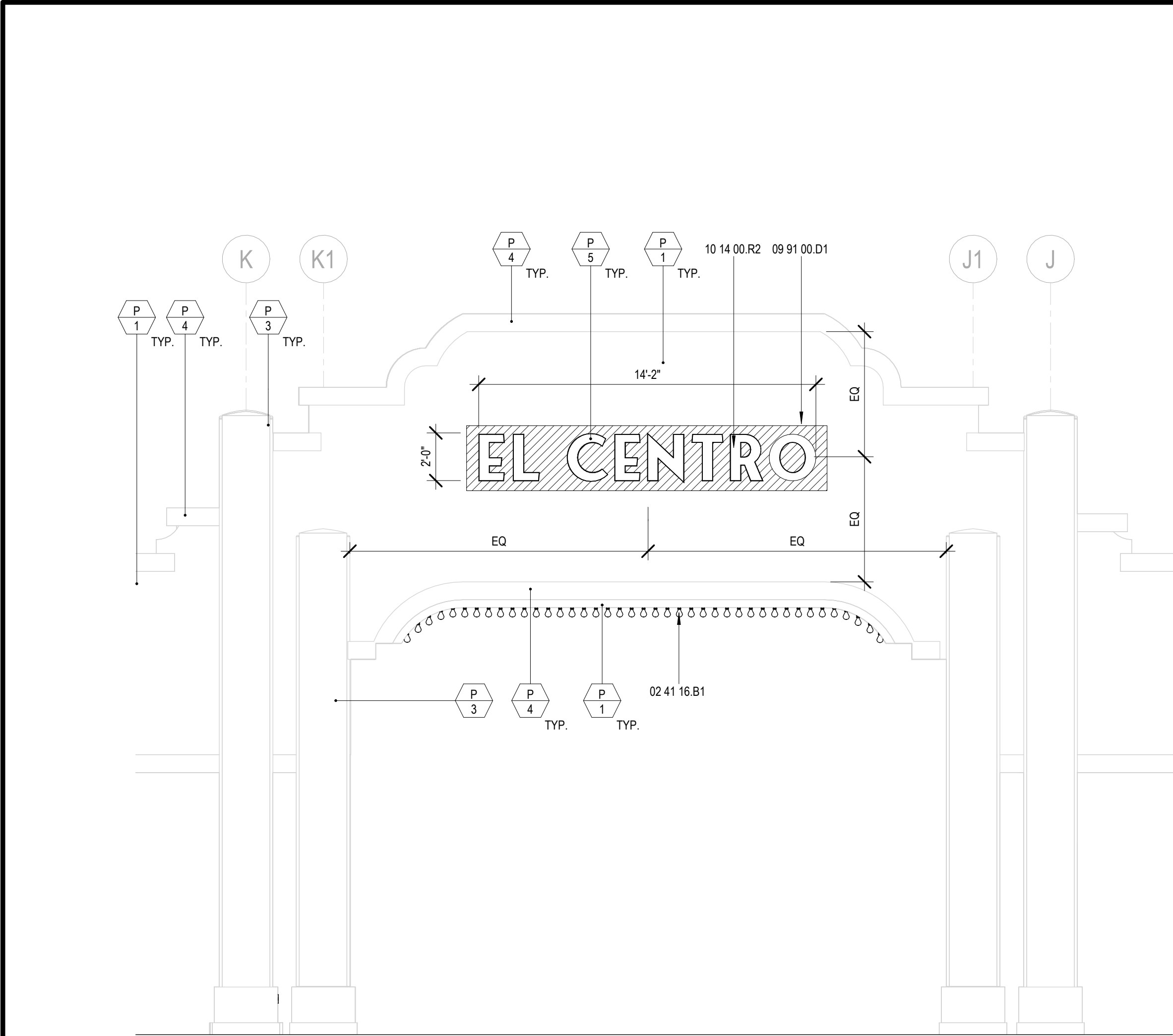
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CONSTRUCTION

PROJECT NUMBER:
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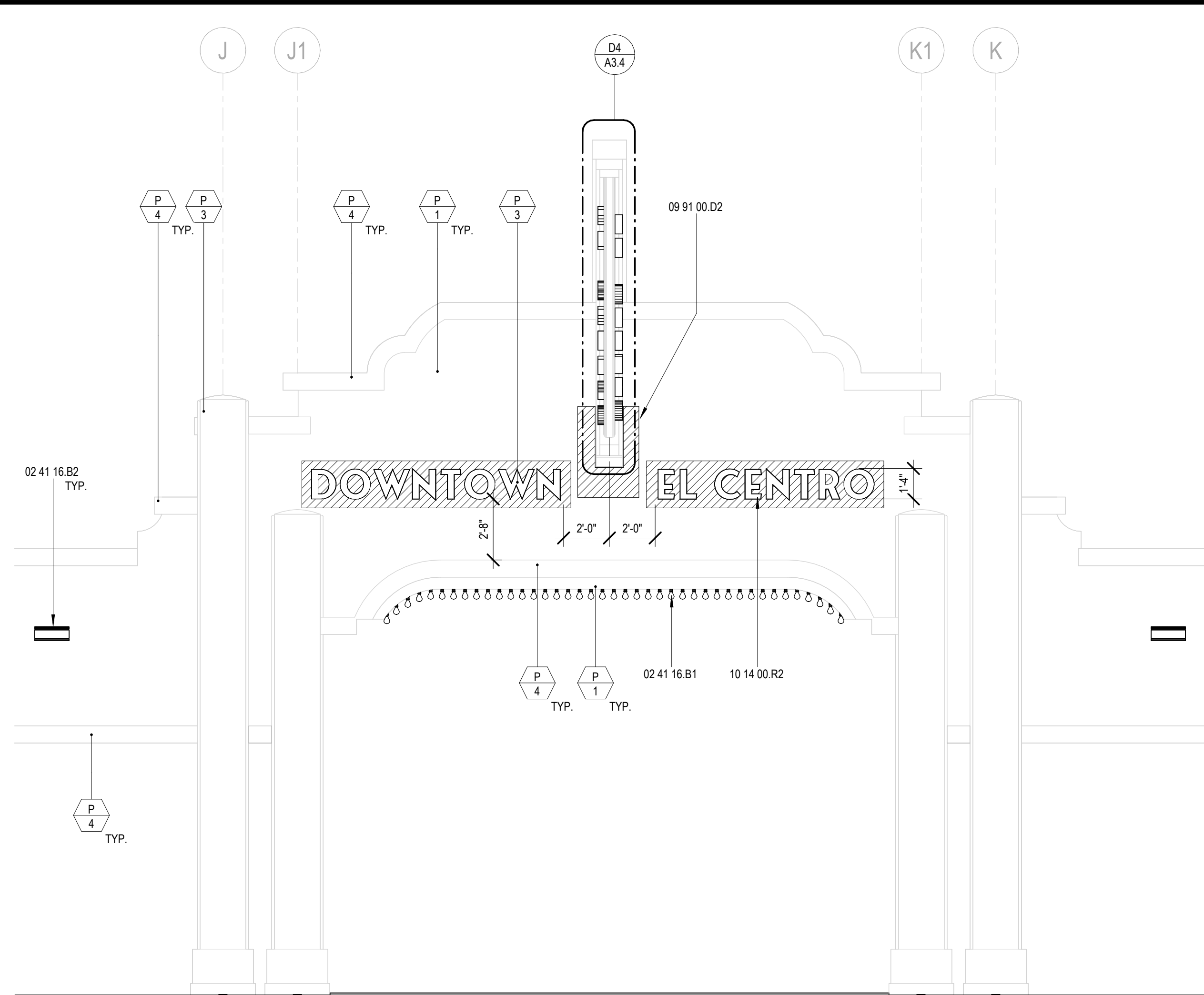
SHEET TITLE:
8TH STREET
GATEWAY SIGN

SHEET NUMBER:

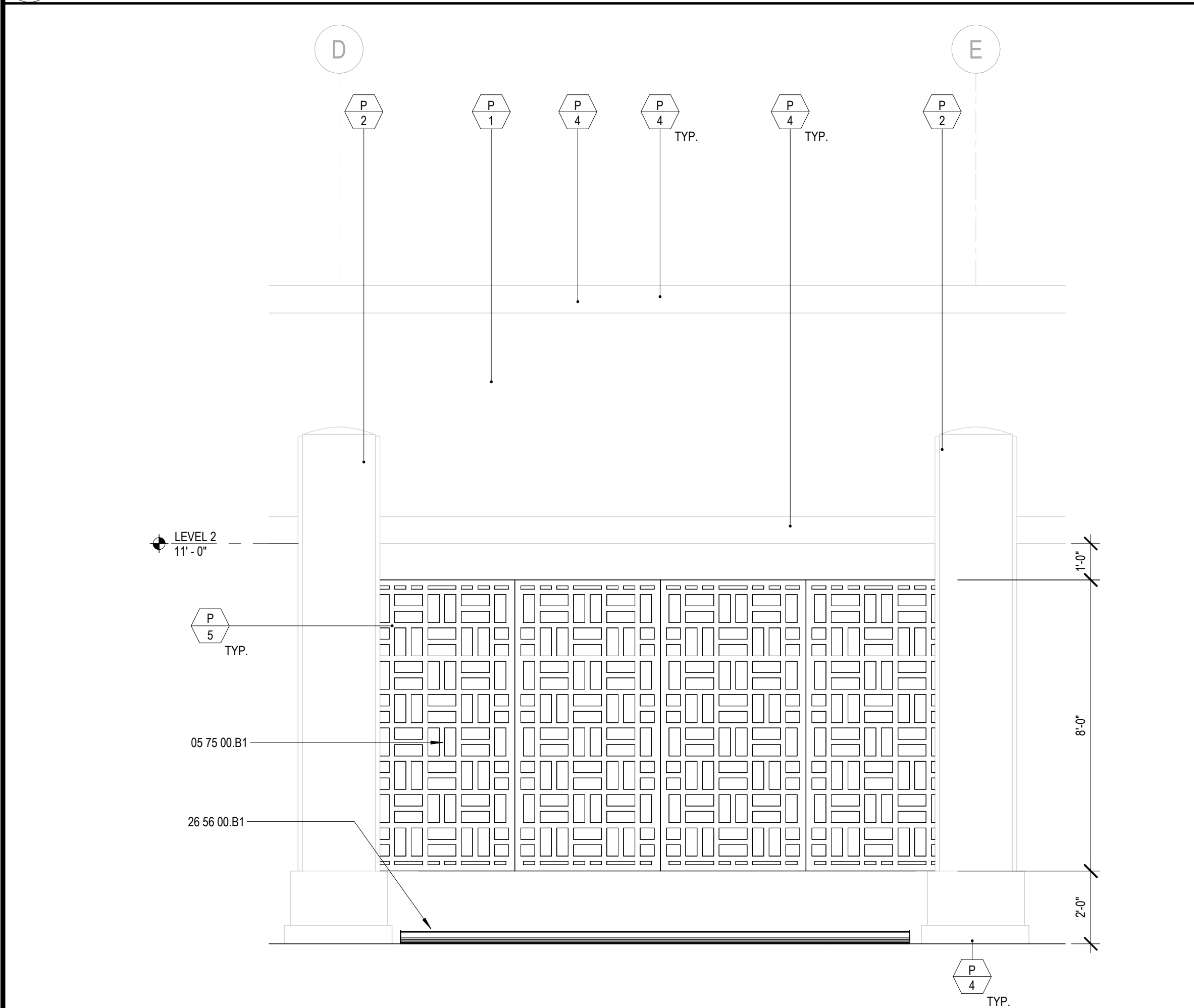
A3.3



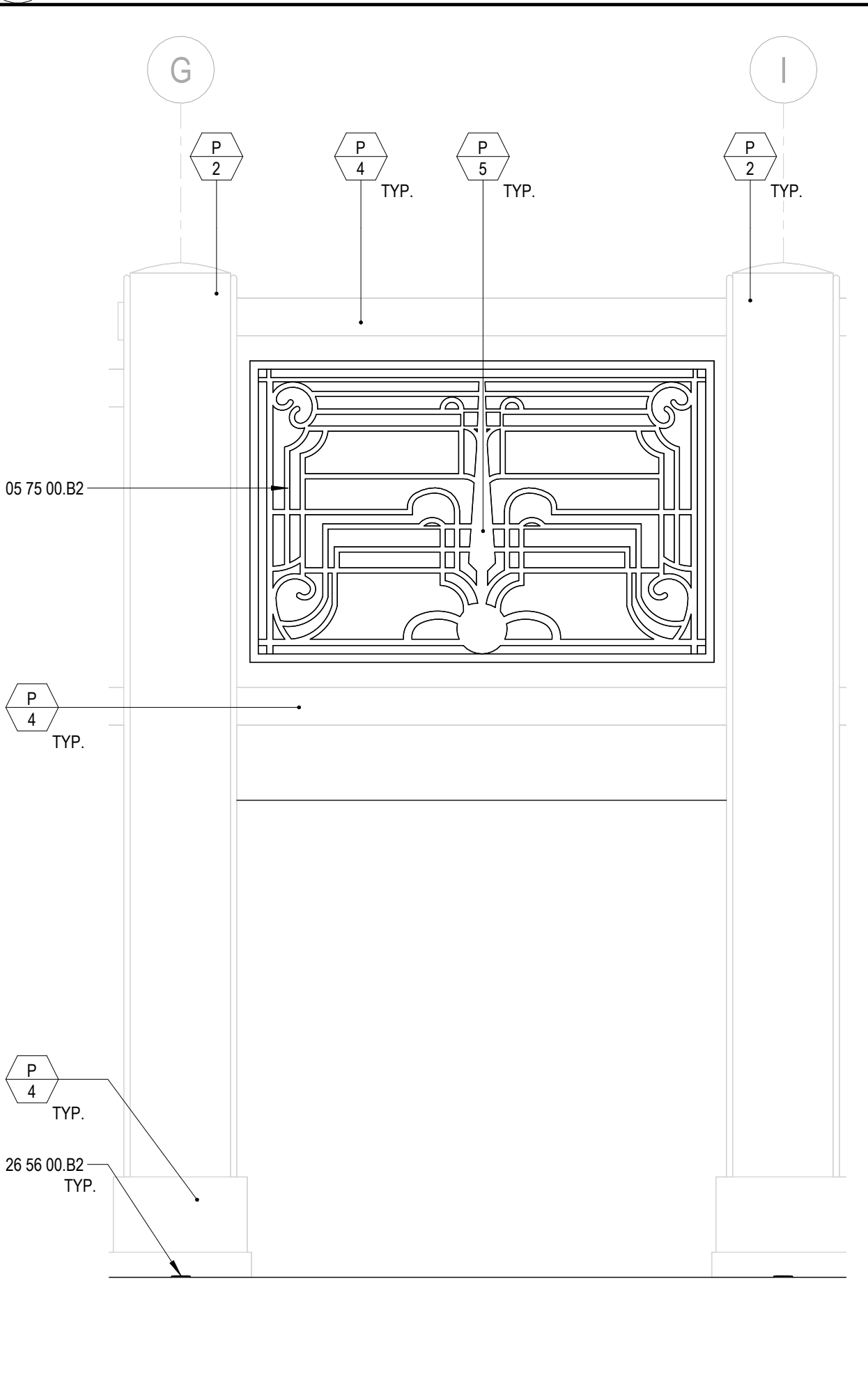
B1
A3.4 7TH ST. ENTRANCE SIGANCE - TOWN SQUARE
SCALE: 1/4" = 1'-0"



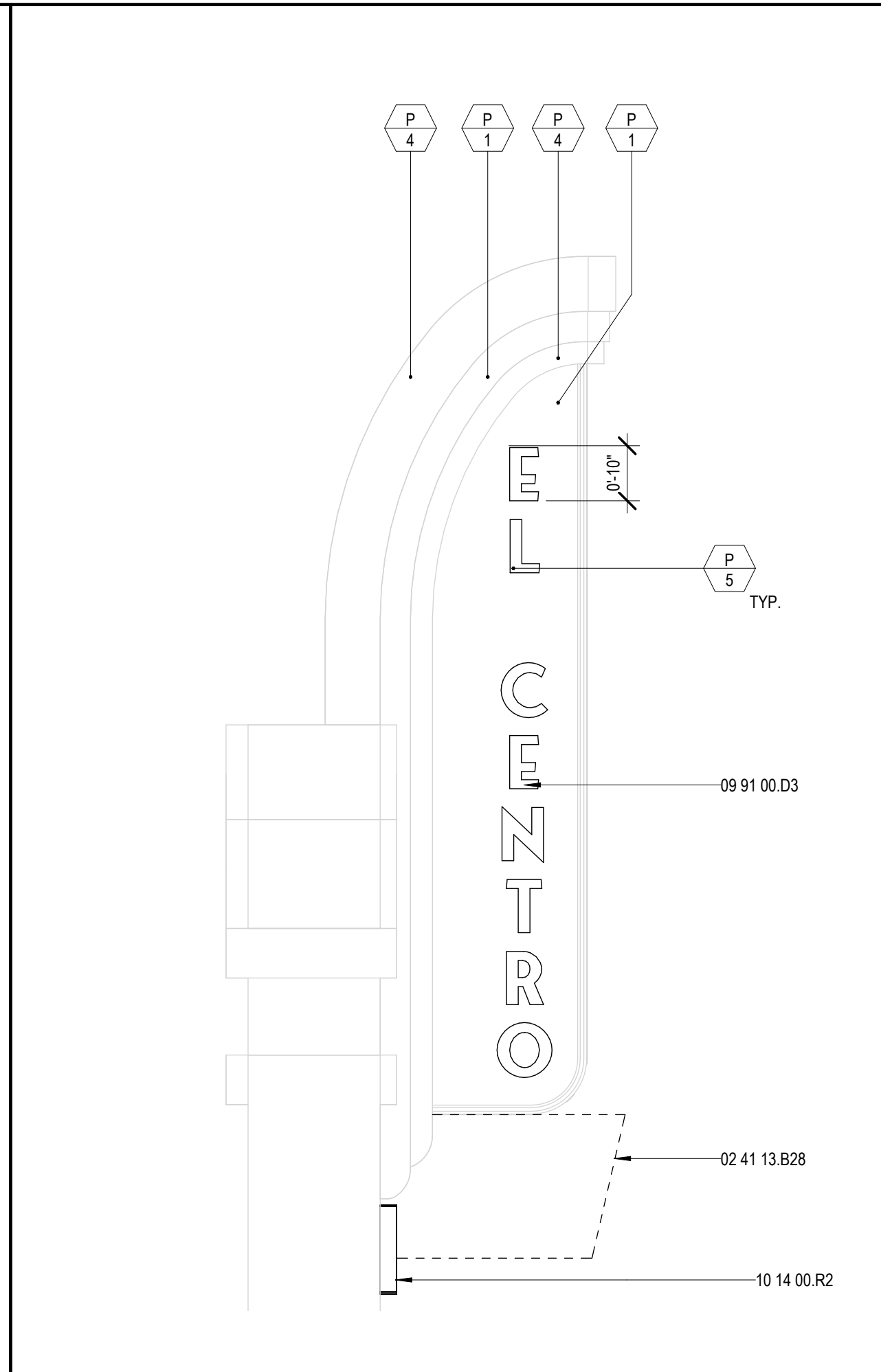
B3
A3.4 MAIN ST. ENTRANCE SIGNAGE - TOWN SQUARE
SCALE: 1/4" = 1'-0"



D1
A3.4 EXTERIOR METAL PANEL - TOWN SQUARE
SCALE: 3/8" = 1'-0"



D3
A3.4 EXISTING EXTERIOR METAL SCREEN - TOWN SQUARE
SCALE: 3/8" = 1'-0"



D4
A3.4 MAIN ST. MARQUEE SIGNAGE - TOWN SQUARE
SCALE: 1/2" = 1'-0"

CONSTRUCTION NOTES

- 02 41 13.B28 REMOVE EXISTING DIGITAL MARQUEE, PROTECT IN PLACE EXISTING SIGNAGE
02 41 16.B1 REMOVE AND REPLACE SURFACE ACCENT MARQUEE LIGHTS, SEE ELECTRICAL
02 41 16.B2 REMOVE AND REPLACE EXISTING EXTERIOR DECORATIVE WALL SCONCE, SEE ELECTRICAL
05 75 00.B1 STEEL DECORATIVE METAL SCREEN
05 75 00.B2 EXISTING METAL SCREEN TO BE REFINISHED, SEE FINISH SCHEDULE
09 91 00.D1 REMOVE, PATCH AND REPAIR WALL FINISH TO ACCOMMODATE INSTALLATION OF SIGNAGE
09 91 00.D2 REMOVE, PATCH AND REPAIR WALL FINISH TO ACCOMMODATE RECONFIGURATION OF MARQUEE SIGNAGE
09 91 00.D3 REMOVE, REFINISH, AND REINSTALL EXISTING LETTER SIGNAGE, SEE B1/A1.3
10 14 00.R2 BACKLIT EXTRUDED METAL LETTER SIGNAGE WITH FONT "FONSECA BOLD", SEE C1/A1.3
26 56 00.B1 LED INGRADE LINEAR ACCENT UP-LIGHT, SEE ELECTRICAL
26 56 00.B2 LED INGRADE ROUND ACCENT UP-LIGHT, SEE ELECTRICAL

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DESCRIPTION:

SCHEMATIC DESIGN
100% DESIGN DEVELOPMENT
DATE: 12/18/2024
4/29/25

DATE:

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

240903

SHEET TITLE:

ENLARGED
EXTERIOR
ELEVATIONS

SHEET NUMBER:

A3.4



MAIN ST VIEW - TOWN SQUARE



4TH ST GATEWAY SIGN



7TH ST VIEW - TOWN SQUARE

CONSTRUCTION NOTES

02 41 16.B1 REMOVE AND REPLACE SURFACE ACCENT MARQUEE LIGHTS, SEE ELECTRICAL.
02 41 19.D21 REMOVE AND REPLACE LIGHT FIXTURE, SEE ELECTRICAL.
26 30 00.E1 RECEPTACLE, SEE ELECTRICAL



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DESCRIPTION: DATE:
SCHEMATIC DESIGN 12/18/2024
100% DESIGN DEVELOPMENT 4/29/25

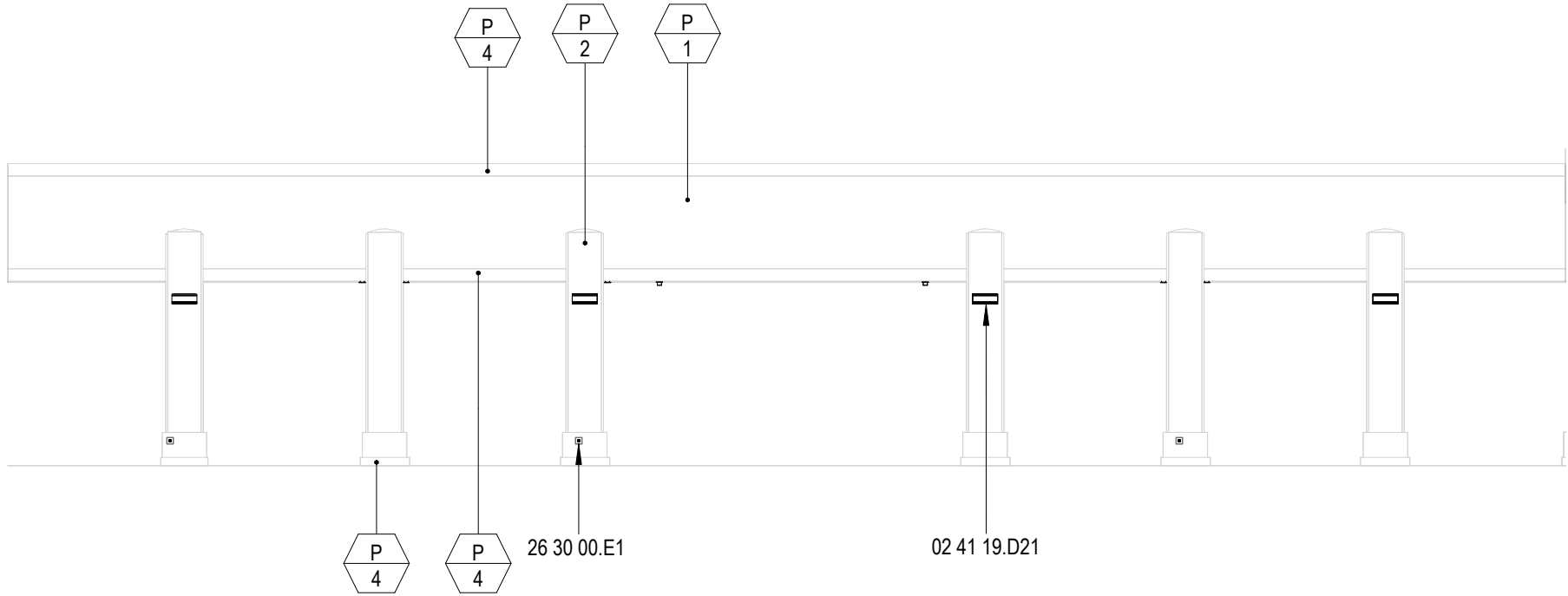
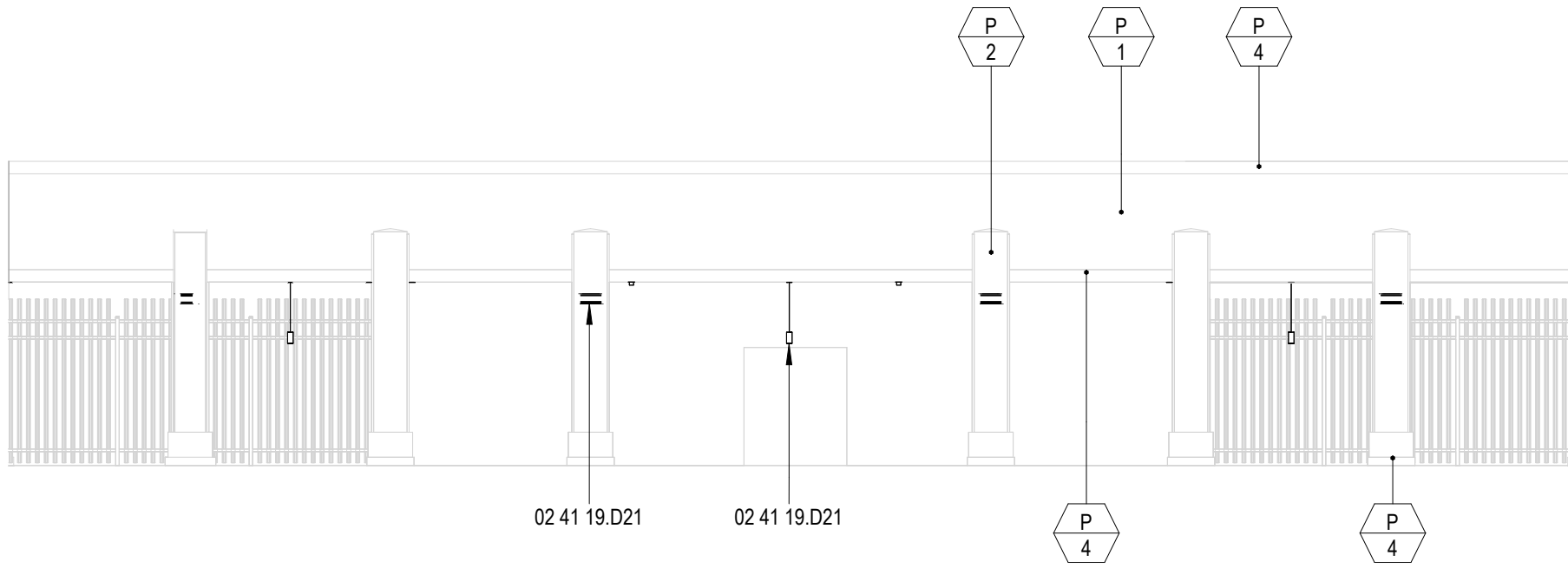
NOT FOR
CONSTRUCTION

PROJECT NUMBER:
240903

SHEET TITLE:
INTERIOR
ELEVATIONS

SHEET NUMBER:

A5.1

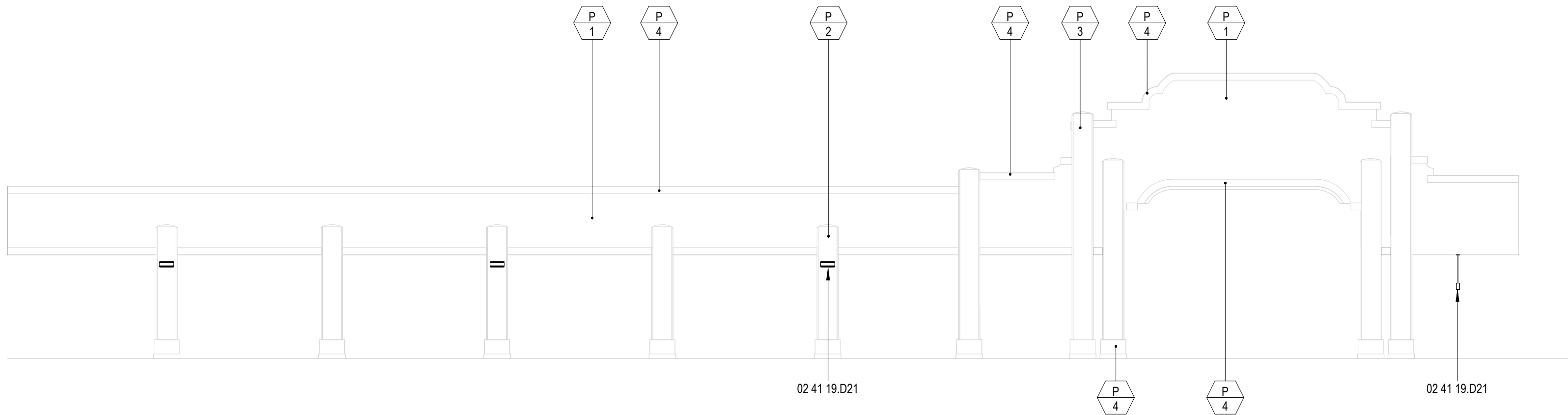


A1
A5.1

INTERIOR - EAST
SCALE: 1" = 10'-0"

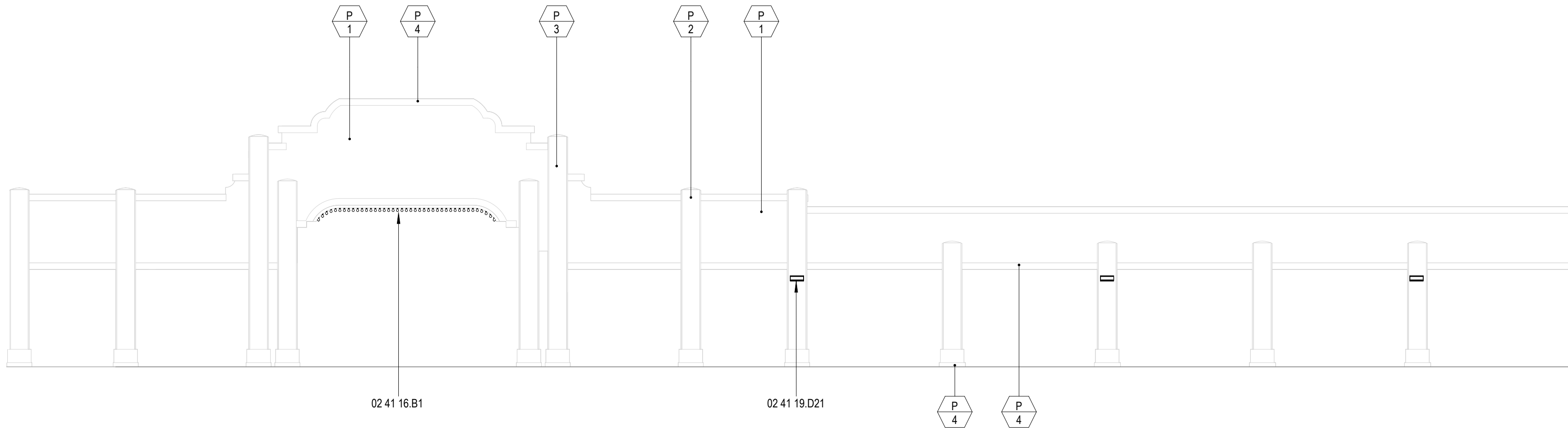
A3
A5.1

INTERIOR - WEST
SCALE: 1" = 10'-0"



B1
A5.1

INTERIOR - SOUTH
SCALE: 1" = 10'-0"



C1
A5.1

INTERIOR - NORTH
SCALE: 1" = 10'-0"

FINISH SCHEDULE						
MATERIAL	TYPE	DESCRIPTION				LOCATION
		NAME	MANUFACTURER	STYLE	COLOR	
P	1	PAINT	SHERWIN WILLIAMS	SUPERPAINT EXTERIOR LATEX LOW LUSTRE	SW 7003 - TOQUE WHITE	
P	2	PAINT	SHERWIN WILLIAMS	SUPERPAINT EXTERIOR LATEX LOW LUSTRE	SW 7044 - AMAZING GRAY	
P	3	PAINT	SHERWIN WILLIAMS	SUPERPAINT EXTERIOR LATEX LOW LUSTRE	SW 7047 - PORPOISE	
P	4	PAINT	SHERWIN WILLIAMS	SUPERPAINT EXTERIOR LATEX LOW LUSTRE	SW 7048 - URBAN BRONZE	
P	5	PAINT	SHERWIN WILLIAMS	PROINDUSTRIAL WB ALKYD URETHANE SEMIGLOSS	SW 6903 - CHEERFUL	



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679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:	DATE:
SCHEMATIC DESIGN	12/18/2024
100% DESIGN DEVELOPMENT	4/29/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

240903

SHEET TITLE:

FINISH SCHEDULE

SHEET NUMBER:

A6.2

REINFORCING STEEL

1. BAR REINFORCEMENT SHALL BE ASTM A615, GRADE 60 DEFORMED BARS.
2. BAR REINFORCEMENT THAT IS TO BE WELDED SHALL BE ASTM A706, GRADE 60. BARS TO BE WELDED CONFORMING TO ASTM A615, GRADE 60 MAY BE SUBSTITUTED PROVIDING THAT THE REINFORCEMENT MEETS THE REQUIREMENTS OF ACI 318 SECTION 20.2.2.5(b).
3. MINIMUM LAP SPLICES OF REINFORCING BARS SHALL BE AS SPECIFIED IN THE DRAWINGS.
4. VERTICAL BARS IN WALLS SHALL BE ACCURATELY POSITIONED AT THE CENTER OF THE WALL UNLESS OTHERWISE NOTED ON PLANS.
5. REINFORCING DETAILING, BENDING, AND PLACING SHALL BE IN ACCORDANCE WITH ACI 315 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT".
6. REINFORCING STEEL SHALL BE PROVIDED WITH THE FOLLOWING MINIMUM CONCRETE COVER FOR CAST IN PLACE CONCRETE:
 - A. CONCRETE DEPOSITED AGAINST EARTH..... 3"
 - B. CONCRETE SURFACE (FORMED) EXPOSED TO EARTH OR WEATHER:
 - #6 THROUGH #18 BARS..... 2"
 - #5 BAR AND SMALLER..... 1-1/2"
 - C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLABS, WALLS AND JOISTS
 - #11 BAR AND SMALLER..... 1"
 - BEAMS, COLUMNS:
 - PRIMARY REINFORCEMENT, TIES,STIRRUPS, SPIRALS:..... 1-1/2"
7. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, HOLDOWN ANCHORS AND INSERTS SHALL BE WELL SECURED IN POSITION WITH WIRE POSITIONERS PRIOR TO FOUNDATION INSPECTION AND BEFORE PLACING CONCRETE OR GROUT.
8. DOWELS BETWEEN FOOTINGS AND WALLS SHALL BE THE SAME GRADE, SIZE, AND SPACING AS VERTICAL WALL REINFORCING UNLESS OTHERWISE NOTED ON PLANS.
9. FURNISH #3 SPACER TIES AT APPROXIMATELY 2'-6" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE REINFORCING IN PLACE.
10. WELDING OF REINFORCING BARS SHALL CONFORM TO THE LATEST EDITION OF AWS D1.4 E80XX ELECTRODES SHALL BE USED FOR BAR TO BAR & E70XX ELECTRODES SHALL BE USED FOR REINFORCING TO STRUCTURAL STEEL.
11. CONTRACTOR SHALL SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR REVIEW BEFORE FABRICATION AND INSTALLATION.
12. WHERE HOOKS ARE ILLUSTRATED AS 90-DEGREE HOOKS, 180 DEGREE HOOKS MAY BE USED IN LIEU OF 90-DEGREE HOOKS.

STRUCTURAL STEEL (CBC CHAPTER 22)

1. ALL WORKMANSHIP AND MATERIALS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS SHALL CONFORM TO THE 15th EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION.
2. MATERIALS:

WIDE FLANGE.....	ASTM A992	GRADE 50
CHANNELS.....	ASTM A36	GRADE 36
ANGLES & RODS.....	ASTM A36	GRADE 36
PLATES.....	ASTM A572	GRADE 50
HSS (TUBES).....	ASTM A500	GRADE C (FY= 50 KSI)
HSS (ROUND).....	ASTM A500	GRADE C (FY= 46 KSI)
PIPE.....	ASTM A53	GRADE B (FY= 35 KSI)
MACHINE BOLTS.....	ASTM A307.....	GRADE A
NUTS.....	ASTM A563	HEX, GRADE A
ANCHOR BOLTS/ RODS.....	ASTM F1554	(SEE PLAN FOR GRADE)
NUTS.....	ASTM A563	HEAVY HEX, GRADE A
HIGH STRENGTH BOLTS.....	ASTM F3125	
NUTS.....	ASTM A563	HEAVY HEX, GRADE C
HARDENED WASHERS.....	ASTM F436	
HEADED STUDS.....	ASTM A108	
NON-SHRINK GROUT.....	ASTM C1107.....	7000 PSI (NON-METALLIC)
3. ROLLED STRUCTURAL SHAPES SHALL BEAR MILL IDENTIFICATION MARKS IN CONFORMANCE WITH ASTM A6. HSS (TUBES AND ROUNDS) SHALL BEAR MILL IDENTIFICATION IN ACCORDANCE WITH ASTM A500 AND HSS (PIPES) IN ACCORDANCE WITH ASTM A53.
4. WHEN FABRICATING BEAMS, PLACE NATURAL CAMBER UP.
5. PROVIDE HARDENED WASHERS AS REQUIRED PER THE SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM F3125 GR. A325 OR GR. A490 BOLTS BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS.
6. BOLT HOLES:
 - A. TYPICAL STEEL TO STEEL CONNECTIONS..... BOLT DIAMETER + 1/16 INCH
 - B. ANCHOR BOLTS (RODS) & WASHERS..... PER AISC TABLE 14.2 U.O.N. ON PLANS
 - C. ALL CONNECTIONS MAY BE SNUG-TIGHTENED UNLESS OTHERWISE NOTED.
7. WELDED HEADED AND THREADED ANCHORS: NELSON SELF-FLUXED ANCHORS.
8. NON- SHRINK GROUT SHALL BE INSTALLED IMMEDIATELY AFTER COLUMN IS PLUMBED. CONTRACTOR SHALL NOT LOAD COLUMN ANCHOR BOLTS BEFORE PLACEMENT OF NON-SHRINK GROUT WITHOUT TAKING MEASURES TO PREVENT BUCKLING OF ANCHOR BOLTS UNDER CONSTRUCTION LOAD.
9. ALL WELDING SHALL BE DONE BY THE FLUX-CORE PROCESS USING APPROVED ELECTRODES PER AWS SPECIFICATION E70XX (LOW HYDROGEN ELECTRODES). WELDING SHALL CONFORM TO THE LATEST EDITION OF AWS D1.1 AND AWS D1.4 AND SHALL BE PERFORMED BY CERTIFIED WELDERS QUALIFIED UNDER THE PROCEDURES CONTAINED THEREIN.
10. WHERE WELD LENGTH IS NOT SHOWN, IT SHALL BE THE FULL LENGTH OF THE JOINT.
11. WHERE MINIMUM AISC FILLET WELD THICKNESS REQUIREMENT EXCEEDS WELDS SHOWN ON DETAILS, PROVIDE MINIMUM AISC WELD.
12. ALL WELDS USED IN PRIMARY MEMBERS AND CONNECTIONS IN THE LATERAL FORCE RESISTING SYSTEM SHALL BE MADE WITH A FILLER METAL THAT HAS A MINIMUM CHARPY V-NOTCH TOUGHNESS OF 20 FT-LBS AT ZERO DEGREES FAHRENHEIT AS DETERMINED BY AWS CLASSIFICATION OR MANUFACTURE CERTIFICATION AND 40 FT-LBS AT 70° DEGREES FAHRENHEIT.
13. WELDS IDENTIFIED AS REQUIRING CONTINUOUS OR PERIODIC SPECIAL INSPECTION NEED NOT HAVE SPECIAL INSPECTION WHEN THE WELDING IS DONE IN AN APPROVED FABRICATOR'S SHOP. HOWEVER, THE APPROVED FABRICATOR MUST SUBMIT A CERTIFICATE OF COMPLIANCE IN ACCORDANCE WITH CBC SECTION 1704.2.5.1.
14. ALL FULL PENETRATION CONNECTIONS SHALL BE ULTRASONICALLY INSPECTED BY AN APPROVED TESTING AGENCY AND SHALL CONFORM TO LATEST EDITION OF AWS D1.1.
15. ALL FLANGE STIFFENER PLATES AND CAP PLATES USED IN MOMENT CONNECTIONS SHALL BE ORIENTED SO THAT THE ROLLING DIRECTION OF THE PLATE IS PARALLEL WITH THE DIRECTION OF PRINCIPAL STRESS.
16. WELDING OF MOMENT CONNECTIONS SHALL BE DONE PRIOR TO TIGHTENING OF HIGH STRENGTH BOLTS..
17. STRESSES OCCURRING DURING FABRICATION, SHIPMENT, AND ERECTION SHALL BE TEMPORARY AND NOT EXCESSIVE. STRESSES AT ALL TIMES SHALL BE LESS THAN DESIGN AND ALLOWABLE STRESSES. THE FULL DESIGN AND LOAD CARRYING CAPACITY OF THE STEEL WORK SHALL NOT BE IMPAIRED DUE TO FABRICATION, SHIPMENT, OR ERECTION PROCEDURES. THROUGHOUT THE COMPLETE PROCESS, THE STABILITY OF INDIVIDUAL MEMBERS AND ASSEMBLIES SHALL BE MAINTAINED.
18. ALL ADDITIONAL STEEL REQUIRED FOR ERECTION PURPOSES SHALL BE PROVIDED AT NO ADDITIONAL COST AND SHALL BE REMOVED UNLESS APPROVED BY THE OWNER IN WRITING.
19. CERTIFICATIONS FROM THE STEEL FABRICATOR SHALL BE PROVIDED TO THE CITY BUILDING DIVISION FOR ALL STEEL DELIVERED TO THE JOB SITE PRIOR TO REQUESTING INSPECTIONS FOR STEEL FRAME, FLOOR SHEATHING, OR ROOF SHEATHING INSPECTION, WHICHEVER OCCURS FIRST.
20. STRUCTURAL STEEL SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER BEFORE FABRICATION.
21. ALL EXTERIOR EXPOSED STEEL SHALL BE PAINTED OR GALVANIZED. SEE ARCHITECTURAL DRAWINGS FOR REQUIREMENTS.

FOUNDATION

1. THE SOILS REPORT RECOMMENDATIONS SHALL BE COMPLIED WITH BY THE CONTRACTOR.
2. SOILS INFORMATION:
SEE SOILS REPORT BY:GEOCON, PROJECT NO. G3418-52-01
DATED:JANUARY 6, 2025
SOIL DESIGN PARAMETERS:

SHALLOW FOOTING ALLOWABLE BEARING PRESSURE.....	1,500 PSF
DRILLED PIER ALLOWABLE SKIN FRICTION CAPACITY.....	300 PSF
DRILLED PIER LATERAL BEARING (PASSIVE) PRESSURE.....	200 PCF
MINIMUM CONTINUOUS FOOTING WIDTH.....	12 INCHES
MINIMUM SPREAD FOOTING WIDTH.....	24 INCHES

BOTTOM OF SHALLOW FOOTINGS SHALL BE AT LEAST 24" INCHES BELOW LOWEST ADJACENT GRADE. BOTTOM OF DRILLED PIER FOOTINGS SHALL BE AT LEAST 15 FEET BELOW LOWEST ADJACENT GRADE.
3. ALL FOUNDATION WORK SHALL BE FOUNDED ON FIRM UNDISTURBED NATURAL SOILS OR APPROVED COMPACTED SOILS.
4. ALL SITE SOIL WORK SHALL BE DONE UNDER THE DIRECT OBSERVATION OF THE SOILS ENGINEER.
5. SOILS ENGINEER SHALL VERIFY IN WRITING TO THE ENGINEER THAT SITE SOIL WORK COMPLIES WITH ALL OF THE RECOMMENDATIONS AND CONCLUSIONS OF THE SOILS REPORT.
6. THE FINISH EXCAVATION FOR FOUNDATIONS SHALL BE NEAT & TRUE TO LINE.
7. FOUNDATION EXCAVATIONS SHALL BE KEPT FREE OF LOOSE MATERIAL AND STANDING WATER AND SHALL BE CHECKED AND APPROVED BY THE SOILS ENGINEER BEFORE THE PLACEMENT OF ANY CONCRETE.
8. THE TESTING LAB SHALL SUBMIT COMPACTION REPORTS FOR ALL FILL TO THE ENGINEER BEFORE REQUESTING FOUNDATION INSPECTION. ALL LOOSE SOIL AND FILL DIRT, INCLUDING BACKFILL BEHIND RETAINING WALLS, SHALL BE COMPACTED TO AT LEAST 90% OF MAXIMUM DENSITY, OR GREATER AS REQUIRED BY THE SOILS REPORT.
9. BACKFILL FOR ALL RETAINING WALLS SHALL BE NON-EXPANSIVE PERVIOUS MATERIAL APPROVED BY THE SOILS ENGINEER AND SHALL NOT BE PLACED UNTIL MASONRY OR CONCRETE RETAINING MEMBERS HAVE BEEN IN PLACE A MINIMUM OF 14 DAYS AND HAVE OBTAINED 75% OF THE DESIGN STRENGTH.
10. PROVIDE TEMPORARY SHORING FOR ALL WALLS RETAINING EARTH, PRIOR TO BACKFILLING.
11. TEMPORARY SHORING FOR ALL RETAINING WALLS REQUIRING PERMANENT STRUCTURAL SUPPORT AT THE TOP OF THE WALL SHALL REMAIN IN PLACE UNTIL SUCH SUPPORTS ARE INSTALLED, AND IN THE CASE OF CONCRETE SUPPORTS, THE SHORING SHALL REMAIN IN PLACE A MINIMUM OF 7 DAYS AFTER CONCRETE PLACEMENT.

REINFORCED CONCRETE (CBC CHAPTER 19)

1. CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
2. AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C33.
3. AGGREGATES FOR LIGHT WEIGHT CONCRETE SHALL CONFORM TO ASTM C330.
4. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
5. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", EXCEPT AS MODIFIED BY THESE NOTES.
6. CONCRETE SHALL BE STANDARD WEIGHT CONCRETE (145 PCF) AND HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS FOLLOWS:

ELEMENT	STRENGTH	AGG	W/C RATIO (MAX)	TYPE
DRILLED PIERS.....	3000 PSI	1"	57	NWT
SLAB ON GRADE & MISC REPAIR.....	3000 PSI	1"	45	NWT
7. CONTINUOUS SPECIAL INSPECTION IS REQUIRED FOR CONCRETE DESIGN STRENGTHS EXCEEDING 2500 PSI.
8. CONCRETE SHALL BE PROPORTIONED SUCH THAT THE 7 DAY STRENGTHS ARE A MINIMUM OF SEVENTY PERCENT OF THE SPECIFIED 28 DAY STRENGTH FOR ANY CONCRETE CONSTRUCTION REQUIRING SHORING, BRACING, OR TO RECEIVE CONSTRUCTION LOADS. ALSO, SLABS ON GRADE SHALL HAVE A COMPRESSION STRENGTH OF 1800 PSI MINIMUM AT 3 DAYS IF SUBJECT TO CONSTRUCTION TRAFFIC.
9. ADMIXTURES MAY BE USED WITH PRIOR APPROVAL OF THE ENGINEER. ADMIXTURES SHALL COMPLY WITH ASTM C494 & C1017 AND BE OF A TYPE THAT INCREASES THE WORKABILITY OF THE CONCRETE, BUT SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT (CALCIUM CHLORIDE SHALL NOT BE USED).
10. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, HOLDOWN ANCHORS, AND INSERTS SHALL BE WELL SECURED IN POSITION WITH WIRE POSITIONERS PRIOR TO FOUNDATION INSPECTION AND BEFORE PLACING CONCRETE.
11. CONCRETE CURING: SEE SPECIFICATIONS.
12. NO CONDUIT PLACED IN A CONCRETE SLAB SHALL HAVE AN OUTSIDE DIAMETER GREATER THAN 1/3 THE THICKNESS OF THE SLAB. NO CONDUIT SHALL BE EMBEDDED IN A SLAB THAT IS LESS THAN 3 1/2" THICK, EXCEPT FOR LOCAL OFFSETS. MINIMUM CLEAR DISTANCE BETWEEN CONDUITS SHALL BE THREE DIAMETERS ON CENTER.
13. NO CONDUIT SHALL BE PLACED IN THE CONCRETE TOPPING OVER THE STEEL DECKING.
14. PROJECTING CORNERS OF SLABS, BEAMS, WALLS, COLUMNS, ETC. SHALL BE FORMED WITH A 3/4" CHAMFER.
15. REFER TO DRAWINGS OF OTHER DISCIPLINES FOR MOLDS, GROOVES, CLIPS, ORNAMENTS, OR GROUNDS REQUIRED TO BE CAST INTO CONCRETE.
16. CONSTRUCTION JOINTS IN ALL FOUNDATIONS, WALLS, SUPPORTED SLABS, AND CONCRETE FRAMING BEAMS SHALL NOT BE SPACED FURTHER APART THAN 60 FEET IN LENGTH.
17. LOCATION OF ALL CONSTRUCTION, CONTROL, AND WEAKENED PLANE JOINTS NOT SPECIFICALLY INDICATED ON THE DRAWINGS SHALL BE APPROVED BY THE ENGINEER PRIOR TO REINFORCEMENT PLACEMENT.
18. ALL CONSTRUCTION JOINTS IN WALLS OR OTHER ELEMENTS NOT HAVING PREFORMED KEYS SHALL BE WIRE BRUSHED AND ROUGHENED TO A MINIMUM AMPLITUDE OF 1/4 INCH, CLEANED, AND MOISTENED IMMEDIATELY PRIOR TO PLACEMENT OF NEW CONCRETE.
19. FOUNDATIONS TO RECEIVE CONCRETE OR MASONRY WALLS: ROUGHEN TOPS OF FOOTINGS TO A MINIMUM AMPLITUDE OF 1/4 INCH AND ABRASIVELY CLEAN.
20. CONTRACTOR SHALL SUBMIT MIX DESIGNS FOR REVIEW BEFORE FABRICATION AND INSTALLATION. MIX DESIGNS SHALL BE DESIGNED AND SIGNED BY A CALIFORNIA REGISTERED PROFESSIONAL ENGINEER.

GENERAL NOTES

1. NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS TAKE PRECEDENCE OVER THESE STANDARD STRUCTURAL NOTES. TYPICAL DETAILS SHALL BE USED WHENEVER APPLICABLE. REFER TO SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE NOTES OR DRAWINGS. THESE NOTES TAKE PRECEDENCE OVER ANY OTHER BOOK SPECIFICATIONS.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE STARTING WORK, AND THE ENGINEER/ ARCHITECT SHALL BE IMMEDIATELY NOTIFIED, IN WRITING, OF ANY DISCREPANCIES. IN NO CASE SHALL DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON THE STRUCTURAL DRAWINGS.
3. ALL OMISSIONS AND CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF, AND RESOLVED WITH, THE ENGINEER BEFORE PROCEEDING WITH ANY WORK SO INVOLVED.
4. WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
5. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF UTILITY SERVICES IN THE AREA TO BE EXCAVATED, BEFORE BEGINNING EXCAVATION.
6. NO PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL BE PLACED IN SLABS, BEAMS, OR WALLS, NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC. THE CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.
7. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF THE 2022 CALIFORNIA BUILDING CODE (CBC).
8. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE ENGINEER FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS, AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
9. SITE VISITS PERFORMED BY THE ARCHITECT/ENGINEER DO NOT INCLUDE INSPECTIONS OF MEANS AND METHODS OF CONSTRUCTION PERFORMED BY THE CONTRACTOR. ALSO, SITE VISITS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSIDERED AS SUPERVISION OF CONSTRUCTION.
10. UNTIL ALL MEMBERS, BOLTS, AND WELDS ARE IN PLACE ACCORDING TO THE PERMITTED DRAWINGS, THE ERECTION OF STEEL IS NOT COMPLETE. THE CONTRATORIERECTOR IS RESPONSIBLE FOR ANY AND ALL TEMPORARY SUPPORTS OR OTHER ELEMENTS NEEDED FOR THE ERECTION OPERATION. THE CONTRACTOR/ERECTOR SHALL HIRE A LICENSED ENGINEER TO APPROVE ERECTION SEQUENCE AND PROVIDE ALL DETAILS AND DESIGNS NEEDED FOR TEMPORARY ERECTION SUPPORT.
11. RETAIN A CALIFORNIA REGISTERED CIVIL ENGINEER TO DESIGN ALL TEMPORARY BRACING, SHORING, AND SUPPORT REQUIRED DURING CONSTRUCTION, INCLUDING CONSTRUCTION LOADS AND EQUIPMENT.
12. INCLUDE ENGINEERING FEES, ENGINEERING DESIGN TIME, AND BUILDING DEPARTMENT APPROVAL TIME IN THE COST OF PROPOSED MATERIAL ALTERNATES. CONTACT ENGINEER FOR FEE AMOUNT. SUBMIT MATERIAL ALTERNATE FOR REVIEW BEFORE CONSTRUCTION.
13. STRUCTURAL CAD DRAWINGS SHALL NOT BE USED FOR SHOP DRAWINGS UNLESS AN AGREEMENT BETWEEN THE STRUCTURAL ENGINEER AND CONTRACTOR HAS BEEN ESTABLISHED ACCORDING TO CASE DOCUMENT . CONTACT ENGINEER FOR FEE AMOUNT.
14. SHOP DRAWINGS: THE CONTRACTOR SHALL REVIEW SHOP DRAWINGS FOR COMPLETENESS AND COMPLIANCE WITH CONTRACT DOCUMENTS. CONTRACTOR SHALL STAMP SHOP DRAWINGS PRIOR TO SUBMISSION TO ARCHITECT/ENGINEER. THE ARCHITECT'S/ENGINEER'S REVIEW OF THE SHOP DRAWINGS SHALL NOT BE CONSTRUED AS AN AUTHORIZATION TO DEVIATE FROM THE CONTRACT DOCUMENTS. ALSO, SHOP DRAWINGS WILL NOT BE PROCESSED DUE TO INCOMPLETENESS, LACK OF COORDINATION WITH RELEVANT PORTIONS OF CONTRACT DOCUMENTS, LACK OF CALCULATIONS WHEN REQUIRED, OR WHERE DEVIATIONS, MODIFICATIONS, OR SUBSTITUTIONS ARE INDICATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECT/ENGINEER.
15. ANY REFERENCE TO THE WORDS "APPROVED" OR "APPROVAL" IN THESE DOCUMENTS SHALL BE HERE DEFINED TO MEAN GENERAL ACCEPTANCE OR REVIEW AND SHALL NOT RELIEVE THE CONTRACTOR AND/OR SUB-CONTRACTORS OF ANY LIABILITY IN FURNISHING THE REQUIRED MATERIALS OR LABOR SPECIFIED.
16. CONNECTION OF ALL ITEMS SUPPORTED BY THE STRUCTURE ARE THE RESPONSIBILITY OF THE DISCIPLINES WHO ARE MAKING THESE ATTACHMENTS. THESE ATTACHMENTS SHALL BE DESIGNED TO RESIST ALL GRAVITY, WIND, SEISMIC, THERMAL LOADS, ETC. SPRINKLER PIPING SHALL BE SUPPORTED AND BRACED PER APPLICABLE STANDARDS. SUSPENDED CEILING SYSTEMS OF ACOUSTICAL TILE OR LAY-IN PANELS SHALL BE SUPPORTED AND BRACED PER CURRENT CODE REQUIREMENTS, SEE ARCHITECTURAL DRAWINGS.

DESIGN CRITERIA

1. VERTICAL LOADS:
 - A. DEAD LOADS:

MARQUEE SIGNAGE.....	.00 PSF
8TH STREET SIGNAGE.....	.00 PSF
2. LATERAL LOADS:
 - A. WIND: PER ASCE 7-16 (CBC 2022)

BASIC WIND SPEED-3 SECOND GUST (V3s).....	98 MPH
TOPOGRAPHIC FACTOR (Kzt).....	1.0
RISK CATEGORY.....	II
EXPOSURE CATEGORY.....	C
ENCLOSURE CLASSIFICATION.....	ENCLOSED
 - B. SEISMIC: PER ASCE 7-16 (CBC 2022)

RISK CATEGORY.....	II
SEISMIC IMPORTANCE FACTOR (IE).....	1.0
RHO (N-S).....	1.3
RHO (E-W).....	1.3

MAPPED SPECTRAL RESPONSE ACCELERATIONS:

SS= 1.500 G
S1= 0.600 G

SITE CLASS:..... E
SPECTRAL RESPONSE COEFFICIENTS:

Sds= 1.200 G
Sd1= 0.800 G

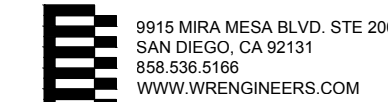
SEISMIC DESIGN CATEGORY:..... D
3. ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
 - A. MAIN BUILDING SEISMIC FORCE RESISTING SYSTEM:

STEEL ORDINARY CANTILEVER COLUMN SYSTEM	
RESPONSE MODIFICATION FACTOR.....	R=1.25
	Omega=1.25
	Cd=1.25

SEISMIC RESPONSE COEFFICIENT (Cs).....1.200
Vu=Cs*W=1.2000 W (LRFD)
V=Cs*W/1.4=0.857 W (ASD)



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PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

DATE:

DESIGN
DEVELOPMENT

4/28/2025

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

24068.00

SHEET TITLE:

STRUCTURAL
NOTES

S1.0

SELF-TAPPING SCREWS (STS)

1. MATERIALS:
SELF-DRILLING, SELF-TAPPING SCREWS (NOTED STS OR S.T.S. ON PLANS) SHALL BE ITW BUILDEX 'TEKS' SCREWS (ESR 1976) OR APPROVED EQUAL.
2. FASTENERS SHALL BE INSTALLED IN ACCORDANCE WITH ESR 1976 AND MANUFACTURER GUIDELINES.
3. SCREWS SHALL HAVE APPROPRIATE LENGTH TO PROTRUDE THREE THREADS PAST THE BACK SIDE OF THE SUPPORTING MEMBER.
4. SCREWS ATTACHING TO HOT-ROLLED STEEL SHAPES THICKER THAN 1/4" SHALL HAVE MINIMUM 24 THREADS PER INCH (TPI).

CONCRETE-EPOXY ANCHORED REINFORCEMENT & THREADED RODS

1. SPECIAL INSPECTION IS REQUIRED.
2. MATERIALS: (ICC ESR 3814)
EPOXY ADHESIVE.....HILTI.....HIT RE-500 V3
3. INSTALLATION OF REINFORCEMENT AND THREADED RODS:
A. SHALL BE IN ACCORDANCE WITH ICC ESR 3814.
B. USE CARBIDE-TIPPED DRILL BITS CONFORMING TO ANSI B212.15.
C. CLEAN HOLES OF DUST AND DEBRIS USING OIL-FREE COMPRESSED AIR AND A STEEL WIRE BRUSH FOR STANDARD EQUIPMENT AND ANCHORS.
4. DO NOT INSTALL REINFORCEMENT OR ANCHORS IN CONCRETE THAT IS LESS THAN 21 DAYS OLD.
5. ANCHORS SHALL BE USED ONLY WHERE SPECIFICALLY INDICATED ON PLANS AND DETAILS.

SHOT-PINS/ POWDER DRIVEN FASTENERS

1. MATERIALS:
SHOTPINS.....HILTI 'X-U' (U.O.N.) ICC-ESR-2289
SHANK DIAMETER.....0.157 INCHES
2. INSTALLATION INTO MASONRY
EMBED (IN) EDGE MIN (IN) SPACING MIN (IN)
PER DETAIL 4 SEE NOTE 8
3. INSTALLATION INTO CONCRETE
EMBED (IN) EDGE MIN (IN) SPACING MIN (IN)
PER DETAIL 3 4
4. INSTALLATION INTO STEEL
EMBED (IN) EDGE MIN (IN) SPACING MIN (IN)
SEE NOTE 5 1/2 1
5. FASTENERS SHALL BE DRIVEN TO A PENETRATION WHERE THE SHANK PIERCES THROUGH STEEL BASE MATERIAL, UNLESS USING 3/4 INCH OR GREATER STEEL THICKNESS PROVIDE 1/2 INCH PENETRATION.
6. QUALIFICATION FOR USE OF ALL POWDER ACTUATED TOOLS SHALL MEET ANSI A10.3 STANDARD AS REQUIRED BY THE MANUFACTURER AND SHALL MEET OSHA REQUIREMENTS.
7. WHEN INSTALLING SHOTPINS, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING REINFORCING BARS. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE SHOTPIN AND THE REINFORCING BAR.
8. NO MORE THAN ONE FASTENER MAY BE INSTALLED IN AN INDIVIDUAL CMU CELL AND BE LOCATED A MINIMUM OF 1" FROM MORTAR JOINTS.
9. FASTENERS ARE TO BE DRIVEN INTO THE CONCRETE AND MASONRY AFTER THE CONCRETE OR MORTAR AND GROUT ATTAIN THEIR SPECIFIED STRENGTH.
10. CONCRETE THICKNESS MUST BE A MINIMUM OF 3 TIMES THE EMBEDMENT DEPTH OF THE FASTENER.
11. FASTENERS SHALL NOT BE USED FOR ATTACHMENT OF PRESERVATIVE-TREATED OR FIRE-RETARDANT-TREATED LUMBER.

CONCRETE-EXPANSION ANCHORS

1. SPECIAL INSPECTION IS REQUIRED.
2. MATERIALS: (ICC ESR 4266)
HILTI ANCHORS.....ICC ESR 4266.....KWIK-BOLT T22
3. INSTALLATION:
- | ANCHOR DIA. | ANCHOR TORQUE (CARBON STL) | ANCHOR TORQUE (STAINLESS STL.) | MIN EMBED ^(a) | NOMINAL EMBED |
|-------------|----------------------------|--------------------------------|--------------------------|---------------|
| 1/4" | 4 ft-lb | 6 ft-lb | 1 1/2" | 1 3/4" |
| 3/8" | 30 ft-lb | 30 ft-lb | 1 1/2" | 1 7/8" |
| 1/2" | 50 ft-lb | 40 ft-lb | 2" | 2 1/2" |
| 5/8" | 40 ft-lb | 60 ft-lb | 2 3/4" | 3 1/4" |
| 3/4" | 110 ft-lb | 125 ft-lb | 3 1/4" | 4" |
- A. SHALL BE IN ACCORDANCE WITH ICC ESR 4266.
- B. USE CARBIDE-TIPPED DRILL BITS CONFORMING TO ANSI B212.15. DRILL BIT SIZE IS EQUAL TO ANCHOR DIAMETER.
- C. CLEAN HOLES OF DUST AND DEBRIS USING OIL-FREE COMPRESSED AIR AND A STEEL WIRE BRUSH. HOLE DEPTH TO EXCEED EMBEDMENT DEPTH BY TWO ANCHOR DIAMETERS.
4. CONCRETE SHALL ATTAIN THE MINIMUM DESIGN STRENGTH PRIOR TO INSTALLATION.
5. PROVIDE STAINLESS STEEL ANCHORS OR MECHANICALLY GALVANIZED ANCHORS (PER ASTM B-695) WHERE ANCHORS ARE USED IN EXTERIOR CONDITIONS.
6. TESTS AND INSPECTIONS SHALL MEET THE REQUIREMENTS OF CBC 1910.5.
7. ANCHORS SHALL BE USED ONLY WHERE SPECIFICALLY INDICATED ON PLANS AND DETAILS.
8. EMBEDMENT REFERS TO FINAL INSTALLED EFFECTIVE DEPTH "H_{ef}" AS DEFINED IN THE PRODUCT REPORT. REQUIRED ANCHOR HOLE DEPTH MAY BE DEEPER.
9. EMBEDMENTS SPECIFIED ON PLANS AND DETAILS ARE NOMINAL EMBEDMENTS (U.O.N.)

CONCRETE-SCREW ANCHORS

1. SPECIAL INSPECTION IS REQUIRED.
2. MATERIALS: (ICC ESR 3027)
SCREW ANCHORS.....HILTI.....KWIK HUS-EZ
3. INSTALLATION:
- | ANCHOR DIA. | MAX. INSTALLATION TORQUE (FT LB) |
|-------------|----------------------------------|
| 1/4 | 18 |
| 3/8" | 40 |
| 1/2" | 45 |
| 5/8" | 85 |
| 3/4" | 95 |
- A. SHALL BE IN ACCORDANCE WITH ICC ESR 3027.
- B. USE CARBIDE-TIPPED DRILL BITS CONFORMING TO ANSI B212.15. DRILL BIT SIZE IS EQUAL TO ANCHOR DIAMETER.
- C. CLEAN HOLES OF DUST AND DEBRIS USING OIL-FREE COMPRESSED AIR AND A STEEL WIRE BRUSH.
- D. MINIMUM CONCRETE EDGE DISTANCE SHALL BE 1 3/4".
4. THE CONCRETE MUST HAVE ATTAINED ITS MINIMUM DESIGN STRENGTH PRIOR TO INSTALLATION.
5. USE OF ANCHORS IS LIMITED TO DRY, INTERIOR CONDITIONS.
6. ANCHORS SHALL BE USED ONLY WHERE SPECIFICALLY INDICATED ON PLANS AND DETAILS.

WOOD (CBC CHAPTER 23)

1. ALL WOOD MEMBERS SHALL BE DOUGLAS FIR (DF) OR LARCH GRADE MARKED BY A RECOGNIZED GRADING AGENCY (WCLIB & WWPA) THAT HAS BEEN APPROVED BY AN ACCREDITATION BODY THAT COMPLIES WITH DOC PS20 OR EQUIVALENT.
2. WOOD GRADES:
A. FOR HORIZONTAL MEMBERS:
3 X & LARGER BEAMS & HEADERS.....GRADE #1
2 X.....GRADE #2
- B. FOR VERTICAL MEMBERS:
2 X & 3X STUDS.....GRADE #2
4 X & LARGER STUDS OR POSTS.....GRADE #1
3. APA RATED SHEATHING CONFORMING TO APA DOC PS-1 OR PS-2 SHALL BE USED FOR FLOOR, ROOF, AND WALL SHEATHING IN ACCORDANCE WITH CBC SECTION 2303.1.5.
4. NOTCHING AND BORING OF STUDS AND JOISTS SHALL BE PERMITTED ONLY AS DETAILED OR APPROVED BY THE ENGINEER.
5. AS A MINIMUM, ALL NAILING SHALL BE WITH COMMON NAILS, EXCEPT AS NOTED IN CBC TABLE 2304.10.2.
6. BOLTS: ALL BOLT HOLES IN WOOD SHALL BE DRILLED 1/32" DIAMETER LARGER THAN NOMINAL BOLT DIAMETERS. BOLTS IN WOOD SHALL NOT BE LESS THAN 7 DIAMETERS FROM THE END AND 4 DIAMETERS FROM THE EDGE OF THE MEMBER. THREAD PROJECTION SHALL BE 1/16 INCH MINIMUM. ALL NUTS SHALL BE TIGHTENED WHEN INSTALLED AND RE-TIGHTENED AT THE COMPLETION OF WORK OR BEFORE CLOSING IN.
7. MACHINE BOLT ANCHOR BOLTS SHALL BE PROVIDED WITH FULL BODY DIAMETER AS FOLLOWS:
- | NOMINAL SIZE (INCHES) | MAX MIN | BODY OR SHANK DIAMETER (INCHES) |
|-----------------------|---------|---------------------------------|
| 1/2 | 0.500 | 0.515 0.482 |
| 5/8 | 0.625 | 0.642 0.605 |
| 3/4 | 0.750 | 0.768 0.729 |
| 7/8 | 0.875 | 0.895 0.852 |
| 1 | 1.000 | 1.022 0.976 |
- A. ADOPTED FROM ANSI B18.2.1.
- B. FOR BOLT DIAMETERS NOT INDICATED, REFER TO ASME B18.2.1 AND B18.2.6.
- C. THE BODY AND SHANK OF A BOLT IS THE SMOOTH PORTION BETWEEN THE HEAD AND THE THREADS.
10. LAG SCREWS: SHALL BE FULL BODY DIAMETER ACCORDING TO ANSI B18.2.1 PRE-DRILL LEAD WITH A BIT SIZE OF 40% TO 70% OF THE SHANK DIAMETER FOR THE THREADED PORTION. CLEARANCE HOLE TO BE THE SAME LENGTH AND DIAMETER AS THE UN-THREADED SHANK. LUBRICATE LAGS AND SCREW INTO PLACE.
11. WOOD SCREWS SHALL BE CUT THREAD ACCORDING TO ANSI B18.6.1
12. WASHERS: ALL BOLT HEADS, LAG SCREWS AND NUTS BEARING ON WOOD SHALL HAVE STANDARD CUT WASHERS. SEE SHEARWALL SCHEDULE FOR ADDITIONAL SILL PLATE WASHER REQUIREMENTS.
13. ALL FRAMING ANCHORS, POST CAPS, BASES, HANGERS, STRAPS, ETC., SHALL BE AS MANUFACTURED BY "SIMPSON STRONG-TIE COMPANY" LATEST CATALOG OR ENGINEER APPROVED EQUAL. SUBMIT LOAD COMPARISONS WITH CATALOG AND ICC REPORTS TO THE ENGINEER FOR APPROVAL.
14. TOP PLATES OF ALL WOOD STUD WALLS TO BE 2-2X MINIMUM (SAME WIDTH AS STUDS), LAP 48" (MINIMUM), WITH NOT LESS THAN 6-16D NAILS AT EACH LAP AND NOT MORE THAN 12" BETWEEN NAILS.
15. MOISTURE CONTENT OF WOOD AT TIME OF PLACING SHALL NOT EXCEED 19%.
16. OVER DRIVING OF NAILS THROUGH SHEARWALL, ROOF, OR FLOOR SHEATHING IS NOT ALLOWED. NAILS SHALL BE DRIVEN SO THAT THE HEADS ARE FLUSH WITH THE SURFACE OF SHEATHING.
17. MACHINE APPLIED NAILING TO WOOD FRAMING OR PLYWOOD: SUBJECT TO SATISFACTORY JOB SITE DEMONSTRATION FOR THIS PROJECT AND APPROVAL BY THE ENGINEER AND BUILDING DEPT., IF NAIL HEADS PENETRATE THE OUTER PLY MORE THAN WOULD BE NORMAL FOR HAND HAMMER OR IF MINIMUM ALLOWABLE EDGE DISTANCES ARE NOT MAINTAINED, THE PERFORMANCE WILL BE DEEMED UNSATISFACTORY AND MACHINE NAILING SHALL BE DISCONTINUED.
18. FASTENERS, NAILS AND CONNECTORS IN CONTACT WITH PRESERVATIVE TREATED WOOD SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-653 HOT DIPPED ZINC COATED GALVANIZED OR SHALL BE STAINLESS STEEL.

COLD-FORMED STEEL FRAMING (CBC CHAPTER 22)

1. MANUFACTURE, AND INSTALLATION OF LIGHT GAUGE, COLD-FORMED STEEL JOISTS, PURLINS, AND STUDS SHALL CONFORM WITH CBC CHAPTER 22 SECTION 2210.
2. STRUCTURAL LIGHT GAUGE STUDS, TRACK, BRIDGING, AND ACCESSORIES SHALL BE AS SPECIFIED IN THE "STEEL FRAMING INDUSTRY ASSOCIATION" SFIA TECHNICAL GUIDE (ESR-4205) OR AN ENGINEER APPROVED EQUAL AND BE FABRICATED USING THE FOLLOWING MATERIALS:
A. 12, 14 AND 16 GAUGE MEMBERS: GRADE 50 (50 KSI)
B. 18 AND 20 GAUGE MEMBERS: GRADE 33 (33KSI)
3. ALL WELDING SHALL BE IN CONFORMANCE WITH AWS D1.3, "STRUCTURAL WELDING CODE -- SHEET STEEL." QUALIFICATION OF WELDERS SHALL BE IN ACCORDANCE WITH AWS D1.1, CHAPTER 5, PART C, "WELDER QUALIFICATION." USE E60XX MINIMUM ELECTRODES AND COMPLY WITH THE APPROPRIATE AWS STANDARD.
4. PROVISION FOR POSSIBLE VERTICAL MOVEMENT OF FLOORS AND ROOFS AT WALLS SHALL BE BY USE OF SLIP TRACK. STUDS IN SLIP TRACK SHALL NOT BE INSTALLED UNTIL ALL DEAD LOADS ARE IN PLACE.
5. TEMPORARY BRACING SHALL BE PROVIDED AS REQUIRED UNTIL ERECTION IS COMPLETE AND SAFELY SECURED TO STRUCTURE.
6. ALL FLOOR, CEILING, AND ROOF JOISTS SHALL BE UNPUNCHED.
7. WALL BRIDGING MUST OCCUR WHEN STUDS ARE NOT BRACED BY WALL FINISHES ON BOTH SIDES OF THE WALL.
8. MEMBER IDENTIFICATION SHALL BE AS FOLLOWS:
- | | | | | |
|-------------|----------|--------|----------|---------|
| 600S162-54: | 600
A | S
B | 162
C | 54
D |
|-------------|----------|--------|----------|---------|
- A. MEMBER DEPTH:
(EXAMPLE: 600 = 600/100 = 6")
FOR ALL "T" SECTIONS MEMBER DEPTH IS THE INSIDE TO INSIDE DIMENSION.
- B. STYLE:
S= STUD
T= TRACK
- C. FLANGE WIDTH:
(EXAMPLE: 162 = 1 5/8")
ALL FLANGE WIDTHS ARE TAKEN IN 1/100 INCHES.
- D. MATERIAL THICKNESS:
(EXAMPLE: 54 = 54 MILS = 0.054 IN.)
MATERIAL THICKNESS IS THE MINIMUM BASE METAL THICKNESS IN MILS. MINIMUM BASE METAL THICKNESS REPRESENTS 95% OF THE DESIGN THICKNESS.
9. SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER BEFORE INSTALLATION.

SPECIAL INSPECTIONS & TESTING (CBC CHAPTER 17)

1. SPECIAL INSPECTIONS AND TESTING SHALL MEET THE REQUIREMENTS OF CBC CHAPTER 17.
2. SPECIAL INSPECTORS SHALL:
A. BE EMPLOYED BY THE OWNER AND ACT AS THE OWNER'S AGENT PER CBC SECTION 1704.2.
B. BE CERTIFIED BY THE BUILDING DEPARTMENT TO PERFORM THE TYPES OF INSPECTIONS SPECIFIED.
C. OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH APPROVED DRAWINGS AND SPECIFICATIONS.
D. FURNISH INSPECTION REPORTS TO THE ENGINEER AND BUILDING DEPARTMENT. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION; THEN, IF NOT CORRECTED, TO THE ENGINEER AND BUILDING DEPARTMENT PER CBC SECTION 1704.2.4.
E. SUBMIT TO THE ENGINEER AND BUILDING DEPARTMENT (FIELD INSPECTION DIVISION) A CERTIFICATE OF SATISFACTORY COMPLETION OF WORK REQUIRING SPECIAL INSPECTION, STATING THAT THE WORK WAS IN CONFORMANCE WITH THE APPROVED DRAWINGS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CBC.
3. SUMMARY OF CONTINUOUS AND PERIODIC INSPECTIONS:
A. CONSTRUCTION INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY CBC SECTION 110. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTION BY A BUILDING OFFICIAL. SPECIALLY INSPECTED WORK WHICH IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL IS SUBJECT TO REMOVAL OR EXPOSURE.
B. CONTINUOUS INSPECTION IS REQUIRED DURING THE PERFORMANCE OF THE WORK UNLESS OTHERWISE SPECIFIED.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM THE SPECIAL INSPECTOR OR INSPECTION AGENCY AT LEAST ONE WORKING DAY BEFORE PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.
5. OFF-SITE FABRICATION:
A. FABRICATOR SHALL SUBMIT APPLICATION TO THE BUILDING OFFICIAL (FIELD INSPECTION DIVISION) FOR APPROVAL PRIOR TO FABRICATION.
B. FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION TO THE BUILDING OFFICIAL (FIELD INSPECTION DIVISION) PRIOR TO ERECTION OF PREFABRICATED COMPONENTS.

STRUCTURAL OBSERVATION (CBC CHAPTER 17)

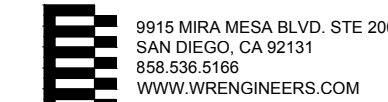
1. DEFINITION: THE VISUAL OBSERVATION OF THE STRUCTURAL SYSTEM, FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS, AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM. STRUCTURAL OBSERVATION DOES NOT WAIVE THE RESPONSIBILITY FOR THE INSPECTIONS REQUIRED BY CBC SECTION 110, 1704 OR OTHER SECTIONS OF THE CODE.
2. IN ACCORDANCE WITH CBC SECTION 1704.5 THE ENGINEER REQUIRES OBSERVATION DURING CONSTRUCTION OF THE FOLLOWING:
A. FOUNDATION EXCAVATION AND REINFORCEMENT
B. PARTIAL FRAMING
STEEL CONNECTIONS
NOTCHED BEAMS AND STUDS
REINFORCING STEEL
C. FINAL FRAMING
METAL STUD SEATING
3. NOTIFICATION: 48 HOURS BEFORE REQUIRED OBSERVATION. DELINQUENT NOTIFICATION MAY REQUIRE DEMOLITION OF COVERED MATERIALS FOR OBSERVATION.
4. THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL A WRITTEN STATEMENT THAT THE SITE VISITS HAVE BEEN MADE AND IDENTIFYING ANY REPORTED DEFICIENCIES WHICH, TO THE BEST OF THE STRUCTURAL OBSERVERS KNOWLEDGE, HAVE BEEN RESOLVED.

PERMIT NOTES

1. NOTICE TO THE APPLICANT/OWNER/OWNER'S AGENT/ARCHITECT OR ENGINEER OF RECORD BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
2. NOTICE TO THE CONTRACTOR/BUILDER/INSTALLER/SUBCONTRACTOR/OWNER-BUILDER BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF, THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
3. THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, IN THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION.
4. THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, FOR TESTING OF MATERIALS, SYSTEMS, COMPONENTS, AND EQUIPMENTS.
5. THE FABRICATOR MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, FOR FABRICATION OF MEMBERS AND ASSEMBLIES ON THE PREMISES OF THE FABRICATORS SHOP.
6. FABRICATOR SHALL SUBMIT AN APPLICATION TO PERFORM OFF-SITE FABRICATION TO THE INSPECTION SERVICES DIVISION PRIOR TO COMMENCEMENT OF FABRICATION.
7. FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION TO THE INSPECTION SERVICES DIVISION PRIOR TO ERECTION OF FABRICATED ITEMS AND ASSEMBLIES.
8. THE SPECIAL INSPECTIONS IDENTIFIED ON PLANS ARE, IN ADDITION TO, AND NOT A SUBSTITUTE FOR THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY A CITY'S BUILDING INSPECTOR.
9. A PROPERTY-OWNER'S FINAL REPORT FORM FOR WORK REQUIRED TO HAVE SPECIAL INSPECTIONS, TESTING AND STRUCTURAL OBSERVATIONS MUST BE COMPLETED BY THE PROPERTY OWNER, PROPERTY OWNER'S AGENT OF RECORD, ARCHITECT OF RECORD OR ENGINEER OF RECORD AND SUBMITTED TO THE INSPECTION SERVICES DIVISION.



9640 GRANITE RIDGE DR., SUITE 130
SAN DIEGO, CA 92123
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9915 MIRRA MESA BLVD. STE 200
SAN DIEGO, CA 92131
858.536.5166
WWW.WRENGINEERS.COM



PROJECT:

CITY OF EL CENTRO

EMBELOW EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

DATE:

DESIGN
DEVELOPMENT

4/28/2025

NOT FOR
CONSTRUCTION

PROJECT NUMBER:
24068.00

SHEET TITLE:
STRUCTURAL
NOTES

S1.1

ABBREVIATIONS

A.B.	ANCHOR BOLT	FDN.	FOUNDATION	ORNT.	ORIENTATE(ION)
ABV.	ABOVE	FIN.	FINISHED)	O.W.J.	OPEN WEB JOISTS
ADDL.	ADDITIONAL	F.F.	FINISH FLOOR	P.W.	PARALLEL
ADJ.	ADJACENT	FLG.	FLANGE	PIC	PRECAST CONCRETE
ALT.	ALTERNATE	FLR.	FLOOR	PERP.	PERPENDICULAR
ARCH.	ARCHITECT	F.N.	FIELD (FACE) NAIL	PL	PLATE
ARCHL.	ARCHITECTURAL	F.O.C.	FACE OF CONCRETE	PNL.	PANEL
BLW.	BELOW	F.O.M.	FACE OF MASONRY	P.S.F.	POUNDS PER SQUARE FOOT
B.F.	BRACED FRAME	F.O.S.	FACE OF STUD	P.S.I.	POUNDS PER SQUARE INCH
BDG.	BUILDING	F.O.W.	FACE OF WALL	P.T.	PRESSURE TREATED
BLK.	BLOCK	FRM.	FRAME	P.T.D.F.	PRESSURE TREATED DOUGLAS
BLKG.	BLOCKING	FRMG.	FRAMING	FIR	FAR SIDE
BM.	BEAM	F.S.	FAR SIDE	PIT	POST-TENSIONED
B.N.	BOUNDARY NAILING	FT.(F)	FOOT (FEET)	P/S	PRE-STRESSED
B.O.F.	BOTTOM OF FOOTING	FTDF	FIRE-RETARDANT TREATED	QTY.	QUANTITY
BR.	BRACE	FTG.	FOOTING	RAD.(R)	RADIUS
BRDG.	BRIDGE(ING)	GA.	GAUGE	REF.	REFERENCE
BRG.	BEARING	GALV.	GALVANIZED	REINF.	REINFORCEMENT(ING)
(B)	BOTTOM	G.B.	GRADE BEAM	RECD.	REQUIRED
BTWN.	BETWEEN	GLB.	GLUED LAMINATED BEAM	M.F.	MOMENT FRAME
C.	CAMBERED)	GR.	GRADE	R.O.	ROUGH OPENING
CANT.	CANTILEVERED	GYP.	GYPSPUM WALLBOARD	SCH.	SCHEDULE
C.F.	CUBIC FEET(FOOT)	HD	HOLD DOWN	SHT.	SHEET
CFS.	COLD-FORMED STEEL	HGR.	HANGER	SHTG.	SHEATHING
C.G.	CENTER OF GRAVITY	HORIZ.	HORIZONTAL	SM.	SIMILAR
C.I.P.	CAST IN PLACE	HSB.	HIGH STRENGTH BOLT	SMS.	SHEET METAL SCREWS
C.J.	CONSTRUCTION JOINT	QLR.	HOLLOW STRUCTURAL SECTION	SPEC.	SPECIFICATION(S)
C.L.	CENTER LINE	HT.	HEIGHT	SQ.	SQUARE
CLG.	CEILING	ID.	INSIDE DIAMETER	SS.	SELECT STRUCTURAL
CLR.	CLEAR	IE.	INVERT ELEVATION	STD.	STANDARD
CMU.	CONC. MASONRY UNIT	IF.	INSIDE FACE	STRG.	STRONG
COL.	COLUMN	IN.(I)	INCH(S)	STGR.	STAGGERED)
CONC.	CONCRETE	INT.	INTERIOR	STIFF.	STIFFENER(S)
CONN.	CONNECTION	JST.	JOIST	STR.	STRIP(S)
CONSTR.	CONSTRUCTION	JT.	JOINT	STL.	STEEL
CONT.	CONTINUOUS	K	KIPS(1000)	STRUC.	STRUCTURAL
CTSK.	COUNTERSINK	LAT.	LATERAL	STS.	SELF-DRILLING (SELF-TAPPING)
CTR.	CENTERED)	LBH.	POUNDS	SCRW.	SCREWS
C.Y.	CUBIC YARD	LDGR.	LEDGER	SUSP.	SUSPENDED
d	DOUBLE	L.F.	LINEAL FEET(FOOT)	SYML.	SYMMETRICAL
DBL.	DOUBLE	LONG.	LONGITUDINAL	T & B	TOP AND BOTTOM
D.F.	DOUGLAS FIR	LGTH.	LENGTH	TEMP.	TEMPERATURE
DIA.	DIAMETER	LLH.	LONG LEG HORIZ.	T & G	TONGUE AND GROOVE
DIAG.	DIAGONAL	LLV.	LONG LEG VERT.	THK.	THICKNESS)
DIAPH.	DIAPHRAGM	LT. WT.	LIGHT WEIGHT	THRD.	THREADED
DM.	DIMENSION	L.S.	LAG SCREW	TEMP.	TEMPORARY
DN.	DOWN	MAS.	MASONRY	T.N.	TOE NAIL
DP.(D)	DEEP(DEPTH)	MATL.	MATERIAL	T.O.C.	TOP OF CONCRETE
DWG.	DRAWING(S)	MAX.	MAXIMUM	T.O.F.	TOP OF FOOTING
DWL.	DOWEL(S)	M.B.	MACHINE BOLT	T.O.P.	TOP OF PARAPET
E.F.	EACH FACE	MCH.	MECHANICAL	T.O.S.	TOP OF SHEATHING
E.J.	EXPANSION JOINT	MEZZ.	MEZZANINE	T.S.	TOP OF STEEL
ELEV.	ELEVATION	MFR.	MANUFACTURER	T.O.W.	TOP OF WALL
ELEC.	ELECTRICAL	MISC.	MISCELLANEOUS	TRANS.	TRANSVERSE
EMBED.	EMBEDMENT	MTL.	METAL	TYP.	TYPICAL
EN.	EDGE NAIL	N.	NEW	U.O.N.	UNLESS OTHERWISE NOTED
ENG.	ENGINEER	NO.(#)	NUMBER	U.O.N.	UNLESS OTHERWISE NOTED
E.O.D.	EDGE OF DECK	N.S.	NEAR SIDE	VERT. (V)	VERTICAL
E.O.S.	EDGE OF SLAB	N.T.S.	NOT TO SCALE	VF.	VERIFY IN FIELD
EQPT.	EQUIPMENT	NWT.	NORMAL WEIGHT	WI.	WITH
E.S.	EDGE SCREW	NXP.	ON CENTER	WD.	WOOD
E.W.	EACH WAY	O.C.	ON CENTER	W.F.	WIDE FLANGE
EXP.	EXPANSION	O.D.	OUTSIDE DIAMETER	W.P.	WORK POINT
EXIST.	EXISTING	O.F.	OUTSIDE FACE	WPJ.	WEAKENED PLANE JOINT
(E)	EXISTING	O.H.	OPPOSITE HAND	W.S.	WOOD SCREWS)
EXT.	EXTERIOR	OPNG.	OPENING	WT.	WEIGHT
FAB.	FABRICATION			WWF.	WELDED WIRE FABRIC
				X-STG.	EXTRA STRONG
				XX-STG.	DOUBLE EXTRA STRONG

TABLE 1705A.2.1 (2022 CBC/2021 IBC) REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION				
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCED STANDARD	CBC REFERENCE ^a
1. MATERIAL IDENTIFICATION AND TESTING OF HIGH STRENGTH BOLTS, NUTS AND WASHERS:				
A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.	---	X	RCSC: 1.5, AISC 360: A3.3, J3.1 AND APPLICABLE ASTM MATERIAL STD'S	2202A.1, [DSA-SS/CC] 2202.1
B. MANUFACTURE'S CERTIFICATE OF COMPLIANCE REQUIRED.	---	X	RCSC: 1.5 & 2.1, AISC 360: A3.3 & N3.2	---
C. TESTING OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS.	---	---	RCSC: 7.2, APPLICABLE ASTM MATERIAL STD'S	2213A.1, [DSA-SS/CC] 2212.6.1
2. INSPECTION OF HIGH-STRENGTH BOLTING:				
A. SNUG-TIGHT JOINTS.	---	X	RCSC: 7.9, AISC 360: J3.1, J3.2, M2.5 & N5.6	1705A.2.6, 2204A.2, [DSA-SS/CC] 2204.2
B. PRE-TENSIONED AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITH MATCH-MARKING, TWIST-OFF BOLT OR DIRECT TENSION INDICATOR METHODS OF INSTALLATION.	---	X		
C. PRE-TENSIONED AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITHOUT MATCH-MARKING OR CALIBRATED WRENCH METHODS OF INSTALLATION.	X	---		
3. MATERIAL IDENTIFICATION AND TESTING OF STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:				
A. FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS TO CONFORM TO AISC 360.	---	X	AISC 360: A3.1	2202A.1, [DSA-SS/CC] 2202.1
B. FOR OTHER STEEL, IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.	---	X	APPLICABLE ASTM MATERIAL STD'S	2202A.1, [DSA-SS/CC] 2202.1
C. MANUFACTURER'S CERTIFIED TEST REPORTS.	---	X	AISC 360: A3.1 & N3.2	---
D. TESTING OF UNIDENTIFIED STEEL.	---	---	APPLICABLE ASTM MATERIAL STD'S	2202A.1, [DSA-SS/CC] 2202.1
4. MATERIAL IDENTIFICATION OF WELDING CONSUMABLES AND TESTING OF WELDED ELEMENTS:				
A. IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS.	---	X	AISC 360: A3.5 & N3.2 & APPLICABLE AWS A5 DOCUMENTS	---
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.	---	X	AISC 360: N3.2	---
C. NONDESTRUCTIVE TESTING OF WELDED JOINTS.	---	---	AISC 360: N5.5	---
5. INSPECTION OF WELDING:				
A. STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:				
1) COMPLETE AND PARTIAL JOINT PENETRATION GROOVE WELDS.	X	---	AISC 360: J2, M2.4, & M4.5, AWS D1.1 AWS D1.8	1705.2.1, 1705A.2.5
2) MULTIPASS FILLET WELDS.	X	---		
3) SINGLE PASS FILLET WELDS > 5/16"	X	---		
4) PLUG AND SLOT WELDS.	X	---		
5) SINGLE-PASS FILLET WELDS < 5/16"	---	X		
6) FLOOR AND ROOF DECK WELDS.	---	X	AWS D13, SDI Q4/QC	1705A.2.1, 1705A.2.2 1705A.2.5
7) END-WELDED STUDS.	---	X	AWS D1.1	1705A.2.5, 2213A.2, [DSA-SS/CC] 2212.6.2
8) WELDED SHEET STEEL FOR COLD-FORMED FRAMING MEMBERS.	---	X	AWS D1.3	1705A.2.5, 1705A.2.4.1
B. REINFORCING STEEL:				
1) VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A706.	---	X	AWS D14 ACI 318:18.2.8, 25.5.7.2, 26.6.4.1	1705.3.1, 1903A.8
2) REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT.	X	---		
3) SHEAR REINFORCEMENT.	X	---		
4) OTHER REINFORCING STEEL.	---	X		
5) TESTS OF REINFORCING BARS.	---	---	---	1910A.2, [DSA-SS/CC] 1909.2.4
6. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE:				
A. DETAILS SUCH AS BRACING AND STIFFENING.	---	X	AISC 360: N5.8	1705A.2.1
B. MEMBER LOCATIONS.	---	X		
C. APPLICATION OF JOINT DETAILS AT EACH CONNECTION.	---	X		

FOR S1: 1 INCH = 25.4 MM.
a. WHERE APPLICABLE, SEE SECTION 1705A.12, SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE.

TABLE 1705.6 (2022 CBC/2021 IBC) REQUIRED VERIFICATION AND INSPECTION OF SOILS CONSTRUCTION		
TYPE	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. VERIFY MATERIALS BELOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	---	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	---	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	---	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	---
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THE SITE HAS BEEN PREPARED PROPERLY.	---	X

REQUIRED VERIFICATION AND INSPECTION OF ADHESIVE (EPOXY) OR EXPANSION ANCHORS IN CONCRETE AND MASONRY		
VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. FIELD INSPECTION OF INSTALLATION OF ANCHORS TO MEET MANUFACTURER REQUIREMENTS.	X	---

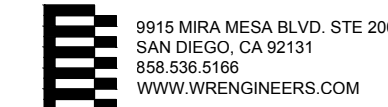
TABLE 1705.3 (2022 CBC/2021 IBC) REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION				
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCED STANDARD	IBC REFERENCE
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	---	X	ACI 318 CH. 20, 25.2, 25.3, 26.13.3.2	1908.4
2. REINFORCING BAR WELDING: A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706; B. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16" AND C. INSPECT ALL OTHER WELDS.	---	X	AWS D14 ACI 318: 26.5.2	---
3. INSPECT ANCHORS CAST IN CONCRETE.	---	X	ACI 318: 26.13.3.3	---
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBER. A. ADHESIVE ANCHORS INSTALLED IN HORIZONTAL OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.	X	---	ACI 318: 26.13.3.2 (4)	---
5. VERIFYING USE OF REQUIRED DESIGN MIX.	---	X	ACI 318: CH. 19, 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	---	ASTM C 172 ASTM C 31 ACI 318: 26.5.3, 26.12	1908.10
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	---	ACI 318: 26.5.2	1908.6 1908.7 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	---	X	ACI 318: 26.5.3	1908.9
9. INSPECT PRESTRESSED CONCRETE FOR: A. APPLICATION OF PRE-STRESSING FORCES AND B. GROUTING OF BONDED PRESTRESSING TENDONS.	X	---	ACI 318: 26.10.1	---
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.	---	X	ACI 318: CH. 26.9	---
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	---	X	ACI 318: 26.10.2	---
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	---	X	ACI 318: 26.11.1.1	---

- a. WHERE APPLICABLE, SEE ALSO SECTION 1705.12, SPECIAL INSPECTION FOR SEISMIC RESISTANCE.
b. SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 26.13 IN ACI 318, OR OTHER QUALIFICATION PROCEDURES, WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO COMMENCEMENT OF THE WORK.

SECTION 1704.2.5 (2022 CBC/2021 IBC) REQUIRED VERIFICATION AND INSPECTION OF FABRICATION		
TYPE	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. IN-PLANT REVIEW INSPECTION OF FABRICATION/QUALITY CONTROL IN ACCORDANCE WITH SECTION 1704.2.5 (EXCEPTION: WHERE FABRICATOR IS APPROVED IN ACCORDANCE WITH SECTION 1704.2.5.1.)	---	X

CHAPTER 17 (2022 CBC/2021 IBC) REQUIRED VERIFICATION AND INSPECTION OF COLD FORMED STEEL		
TYPE	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. SHOP/FIELD INSPECTION IS REQUIRED FOR WELDING AND SCREW ATTACHMENTS OF THE MAIN LATERAL FORCE RESISTING SYSTEM, INCLUDING SHEAR WALLS, BRACES, DIAPHRAGMS, COLLECTORS AND HOLD-DOWNS (FOR SEISMIC RESISTANCE PER SECTION 1705.11.2) (FOR WIND RESISTANCE PER SECTION 1705.12.3)	---	X (EXC.: WHERE FASTENER SPACING OF SHT'G IS MORE THAN 4") (CBC SECTION 1705.11.2)

CHAPTER 17 (2022 CBC/2021 IBC) REQUIRED VERIFICATION AND INSPECTION OF WOOD CONSTRUCTION		
TYPE	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. REQUIRED VERIFICATION AND INSPECTIONS OF PRE-FABRICATED WOOD STRUCTURAL ELEMENTS AND THEIR ASSEMBLIES SHALL BE IN ACCORDANCE WITH CBC SECTION 1704.2.5	---	X
2. HIGH-LOAD DIAPHRAGMS SHALL BE FIELD INSPECTED IN ACCORDANCE WITH IBC SECTION 1705.5.1. VERIFY SHEATHING GRADE AND THICKNESS, NOMINAL SIZE OF FRAMING AT ADJOINING PANEL EDGES, NAIL OR STAPLE DIAMETER, LENGTH, AND SPACING AT PANEL EDGES AND DIAPHRAGM EDGES AGREES WITH THE APPROVED CONSTRUCTION DOCUMENTS.	---	X
3. METAL PLATE CONNECTED WOOD TRUSSES SPANNING 60 FEET OR GREATER SHALL BE FIELD INSPECTED IN ACCORDANCE WITH CBC SECTION 1705.5.2 TO VERIFY THAT THE TEMPORARY INSTALLATION RESTRAINT(BRACING AND THE PERMANENT INDIVIDUAL TRUSS MEMBER RESTRAINT/ BRACING ARE INSTALLED IN ACCORDANCE WITH THE APPROVED TRUSS SUBMITTAL PACKAGE.	---	X
4. FIELD INSPECTION IS REQUIRED FOR NAILING, BOLTING, ANCHORING AND FASTENING OF COMPONENTS WITH THE MAIN LATERAL FORCE RESISTING SYSTEM, INCLUDING WOOD SHEAR WALLS, WOOD DIAPHRAGMS, DRAG STRUTS, BRACES, SHEAR PANELS AND HOLD-DOWNS (FOR WIND RESISTANCE PER SECTION 1705.11.1) (FOR SEISMIC RESISTANCE PER SECTION 1705.12.2)	---	X (EXCEPT WHERE FASTENER SPACING OF SHT'G IS MORE THAN 4")
5. FIELD INSPECTION REQUIRED TO VERIFY USE OF PROPER BOLTS FOR TOP PLATE SPLICES. SEE TYPICAL TOP PLATE SPLICE DETAIL.	---	X



PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION: DATE:

DESIGN DEVELOPMENT 4/28/2025

NOT FOR
CONSTRUCTION

PROJECT NUMBER:
24068.00

SHEET TITLE:
STRUCTURAL
NOTES

S1.2

1

2

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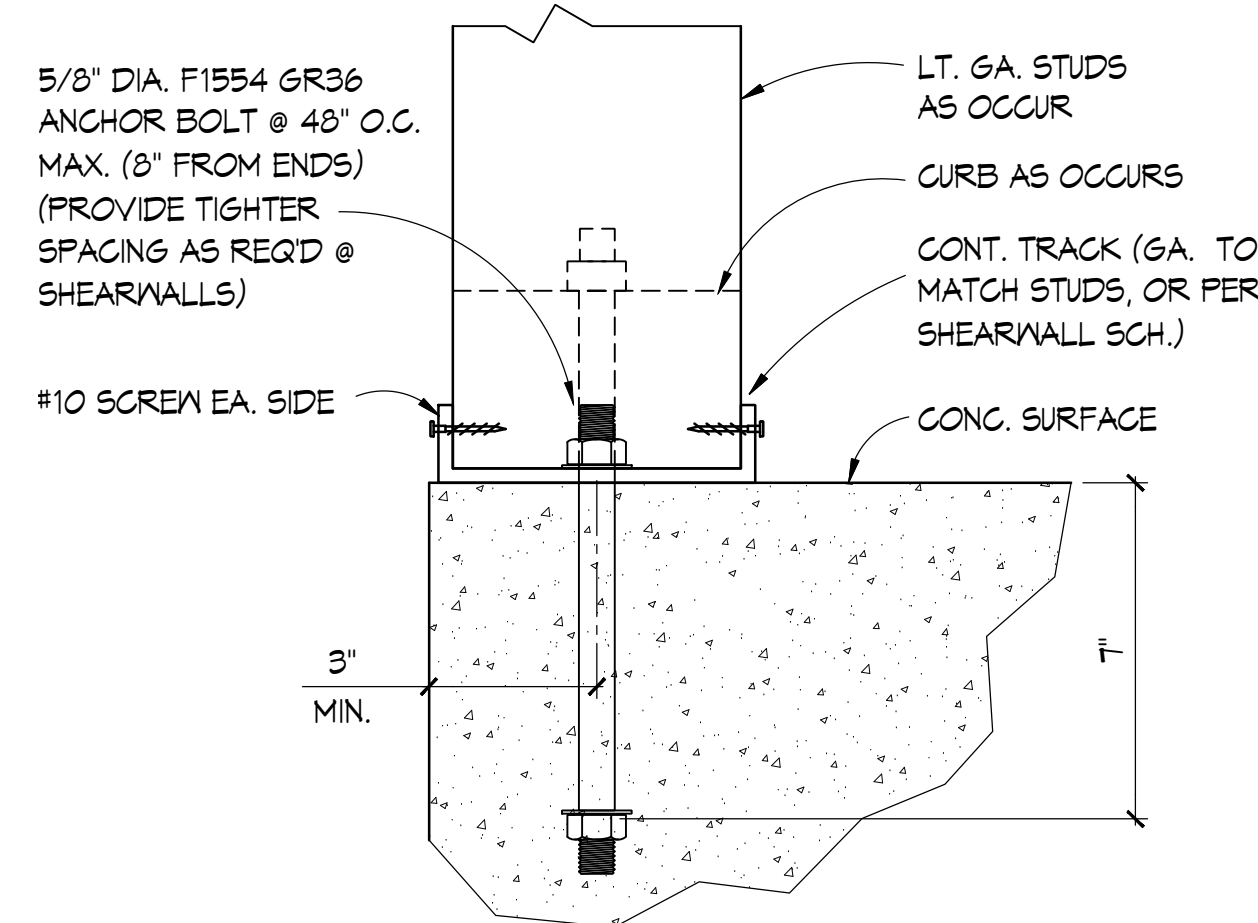
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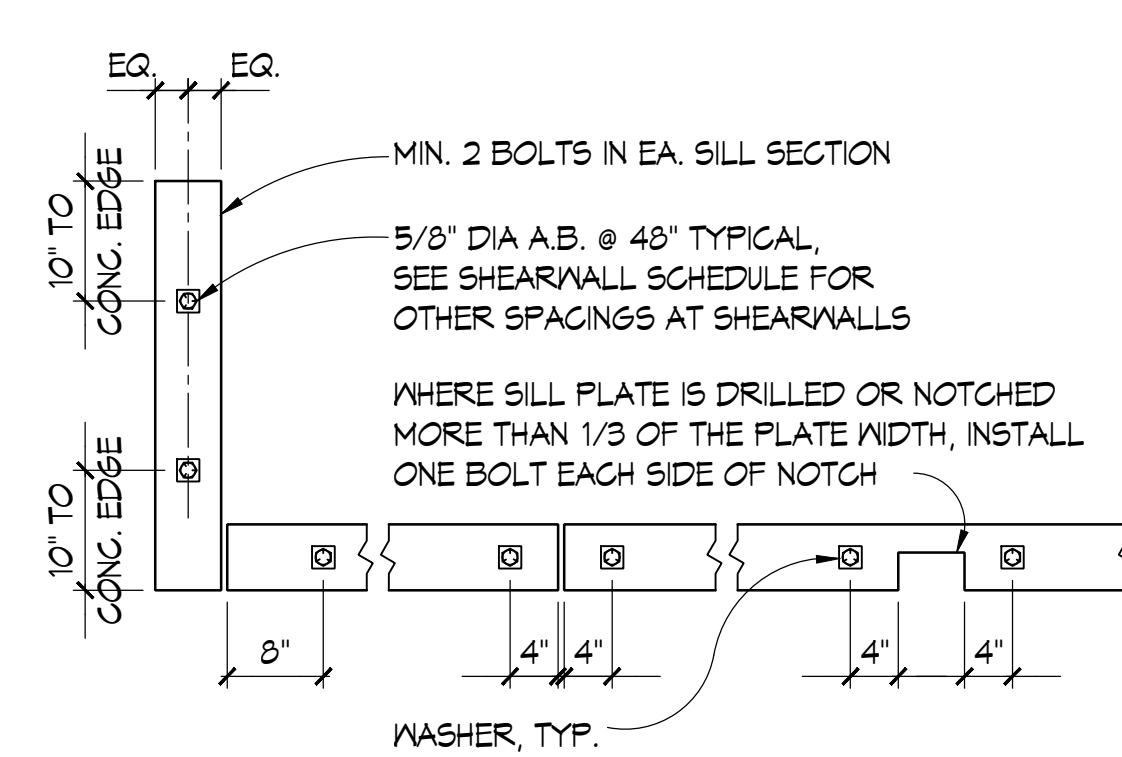
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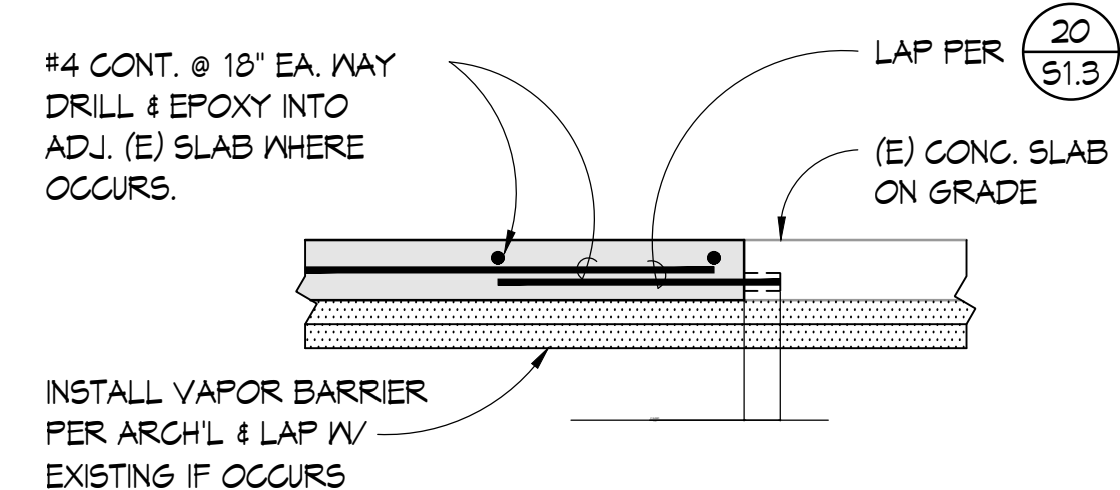
12



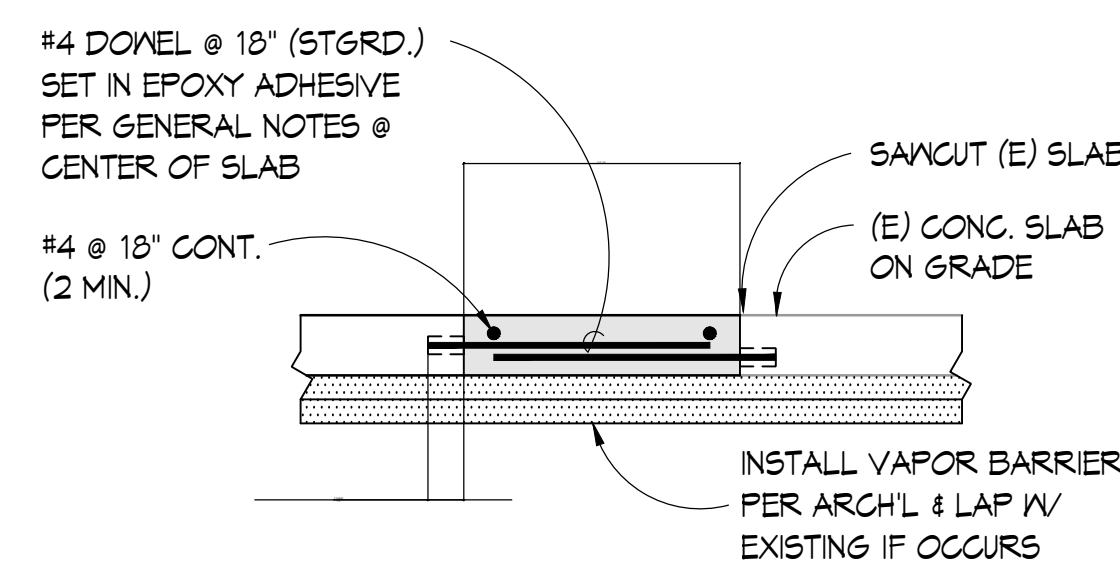
TYP. EXT. STUD TO SLAB DETAIL



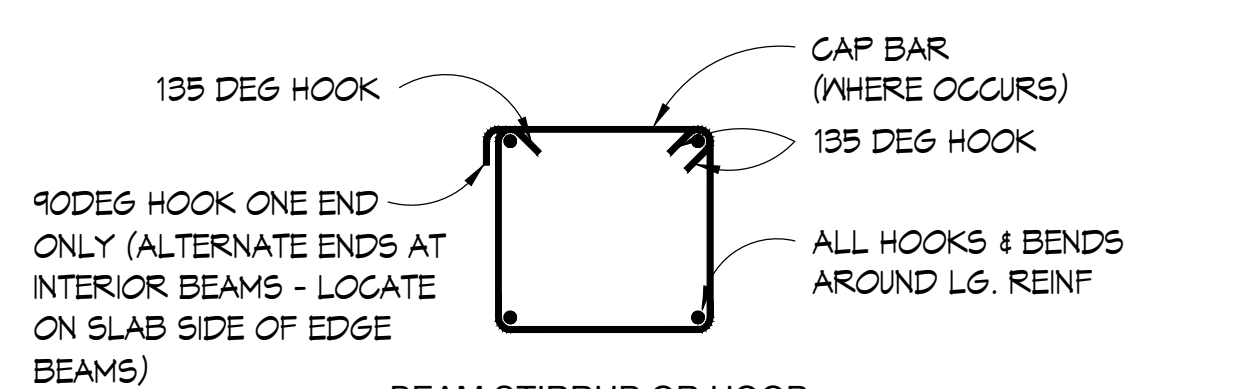
TYP. SILL TRACK BOLTING



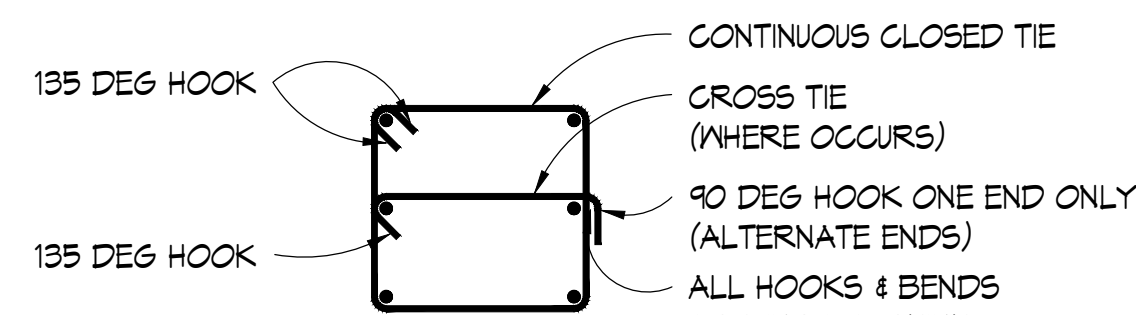
TYP. SLAB INFILL
(NO FULL TESTING REQ'D)



TYP. TRENCH SLAB INFILL
(NO FULL TESTING REQ'D)



BEAM STIRRUP OR HOOP



COLUMN TIE OR HOOP

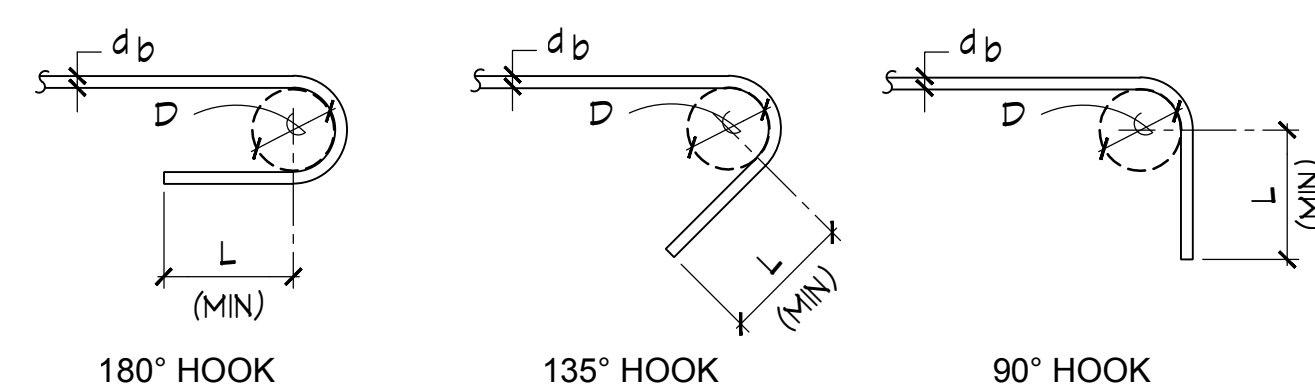
NOTE:
ALL HOOKS AND BENDS SHALL BE IN
ACCORDANCE WITH REINFORCING BAR
BENDS DETAIL ON THIS SHEET.

TYP. STIRRUP, TIE, HOOP OR CROSS-TIE

BARS OTHER THAN STIRRUPS, TIES, HOOPS & CROSS-TIES				
BAR SIZE	"D"	180DEG "L"	135DEG "L"	90DEG "L"
#3	2 1/4	2 1/2	-	4 1/2
#4	3	2 1/2	-	6
#5	3 3/4	2 1/2	-	7 1/2
#6	4 1/2	3	-	9
#7	5 1/4	3 1/2	-	10 1/2
#8	6	4	-	12
#9	9 1/2	4 1/2	-	13 1/2
#10	10 3/4	5 1/4	-	15 1/4
#11	12	5 3/4	-	17
#14	18 1/4	7	-	21
#18	24	9	-	27
STIRRUPS, TIES, HOOPS & CROSS-TIES				
#3	1 1/2	-	4	4
#4	2	-	4	4
#5	2 1/2 ⁽¹⁾	-	4	4
#6	4 1/2	-	4 1/2	9
#7	5 1/4	-	5 1/4	10 1/2
#8	6	-	6	12

(1) USE 3 3/4" IN CONG. BLK. CONSTRUCTION

NOTE: ALL DIMENSIONS GIVEN ARE IN INCHES.



LEGEND FOR REIN. BENDS (NOT SHOWN TO SCALE)

- INDICATES 90DEG BEND IN PLANE OF DRAWING
- INDICATES 90DEG BEND PERPENDICULAR TO PLANE OF DRAWING
- INDICATES 135DEG BEND IN PLANE OF DRAWING
- INDICATES 180DEG BEND IN PLANE OF DRAWING
- INDICATES 135DEG OR 180DEG BEND PERPENDICULAR TO PLANE OF DRAWING
- INDICATES OFFSET IN PLANE OF DRAWING

REINFORCING BAR BENDS & HOOKS

REBAR LAP SCHEDULE (CONCRETE)				
BAR SIZE	F _C =3000 PSI		F _C =4000 PSI	
	TOP BARS (IN.)	OTHER BARS (IN.)	TOP BARS (IN.)	OTHER BARS (IN.)
#3	28	22	24	19
#4	37	29	32	25
#5	47	38	40	31
#6	56	43	48	37
#7	81	63	70	54
#8	93	72	80	62
#9	105	81	91	70
#10	118	91	102	79
#11	131	101	113	87

NOTES:

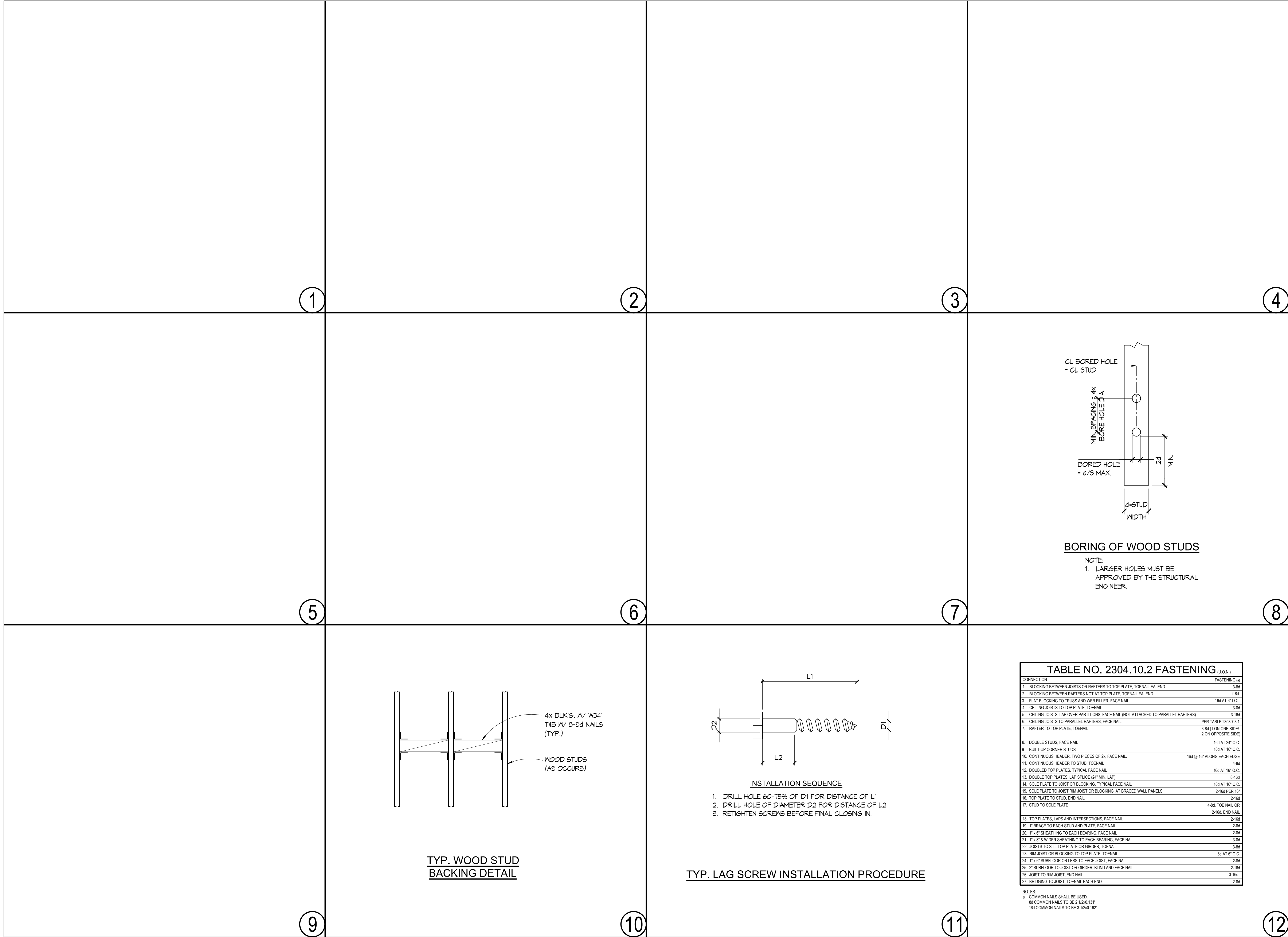
- LAP SPLICE LENGTHS FOR GRADE 60 REINFORCING BAR.
- LAP SPLICE LENGTHS FOR NORMAL WEIGHT CONCRETE
- LAP SPLICE LENGTHS FOR CLASS B LAPS = 1.3 L_d.
- TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12 INCHES OF CONCRETE CAST BELOW THE BARS.
- LAP SPLICE LENGTHS ARE BASED ON THE TYPE OF STRUCTURAL ELEMENT AS FOLLOWS:
BEAMS OR COLUMNS: COVER AT LEAST 1.0d_b AND CENTER TO CENTER SPACING AT LEAST 2.0d_b.
ALL OTHERS: COVER AT LEAST 1.0d_b AND CENTER TO CENTER SPACING AT LEAST 3.0d_b.

NOT FOR CONSTRUCTION

PROJECT NUMBER:
24068.00

SHEET TITLE:
TYPICAL DETAILS

S1.3



coar

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WISERMAN + ROHY

STRUCTURAL ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
STEVEN D. ROHY
4341
EXP. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243

DESCRIPTION: DATE:

DESIGN DEVELOPMENT 4/28/2025

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

24068.00

SHEET TITLE:

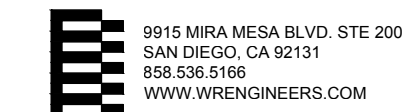
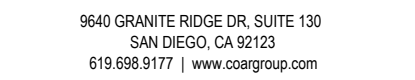
TYPICAL DETAILS

S1.4

TABLE NO. 2304.10.2 FASTENING (U.O.N.)	
CONNECTION	FASTENING (a)
1. BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE, TOENAIL EA, END	3-8d
2. BLOCKING BETWEEN RAFTERS NOT AT TOP PLATE, TOENAIL EA, END	2-8d
3. FLAT BLOCKING TO TRUSS AND WEB FILLER, FACE NAIL	16d AT 6" O.C.
4. CEILING JOISTS TO TOP PLATE, TOENAIL	3-16d
5. CEILING JOISTS, LAP OVER PARTITIONS, FACE NAIL (NOT ATTACHED TO PARALLEL RAFTERS)	3-8d
6. CEILING JOISTS TO PARALLEL RAFTERS, FACE NAIL	PER TABLE 2308.7.3.1
7. RAFTER TO TOP PLATE, TOENAIL	3-8d (1 ON ONE SIDE/ 2 ON OPPOSITE SIDE)
8. DOUBLE STUDS, FACE NAIL	16d AT 24" O.C.
9. BUILT-UP CORNER STUDS	16d AT 16" O.C.
10. CONTINUOUS HEADER, TWO PIECES OF 2x, FACE NAIL	16d @ 16" ALONG EACH EDGE
11. CONTINUOUS HEADER TO STUD, TOENAIL	4-8d
12. DOUBLED TOP PLATES, TYPICAL, FACE NAIL	16d AT 16" O.C.
13. DOUBLE TOP PLATES, LAP SPLICE (24" MIN. LAP)	8-16d
14. SOLE PLATE TO JOIST OR BLOCKING, TYPICAL, FACE NAIL	16d AT 16" O.C.
15. SOLE PLATE TO JOIST RIM JOIST OR BLOCKING, AT BRACED WALL PANELS	2-16d PER 16"
16. TOP PLATE TO STUD, END NAIL	2-16d
17. STUD TO SOLE PLATE	4-8d, TOE NAIL OR 2-16d, END NAIL
18. TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL	2-16d
19. 1" BRACE TO EACH STUD AND PLATE, FACE NAIL	2-8d
20. 1" x 6" SHEATHING TO EACH BEARING, FACE NAIL	2-8d
21. 1" x 8" & WIDER SHEATHING TO EACH BEARING, FACE NAIL	3-8d
22. JOISTS TO SILL TOP PLATE OR GIRDER, TOENAIL	3-8d
23. RIM JOIST OR BLOCKING TO TOP PLATE, TOENAIL	6d AT 6" O.C.
24. 1" x 6" SUBFLOOR OR LESS TO EACH JOIST, FACE NAIL	2-8d
25. 2" SUBFLOOR TO JOIST OR GIRDER, BLIND AND FACE NAIL	2-16d
26. JOIST TO RIM JOIST, END NAIL	3-16d
27. BRIDGING TO JOIST, TOENAIL EACH END	2-8d

NOTES:
a. COMMON NAILS SHALL BE USED.
8d COMMON NAILS TO BE 2 1/2x1.31"
16d COMMON NAILS TO BE 3 1/2x2.162"

Page 355 of 380



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STRUCTURAL ENGINEERS



PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:	DATE:
DESIGN DEVELOPMENT	4/28/2025



NOTE: ALTERNATE METHODS OF BRACING STUDS ARE ACCEPTABLE WITH ENGINEER APPROVAL.

NOTES:

1. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.
2. BRIDGING MUST OCCUR WHEN STUDS ARE NOT BRACED BY FINISH ON BOTH SIDES OF STUD. FOR DETAIL SEE
3. 6005162-33

9
\$15

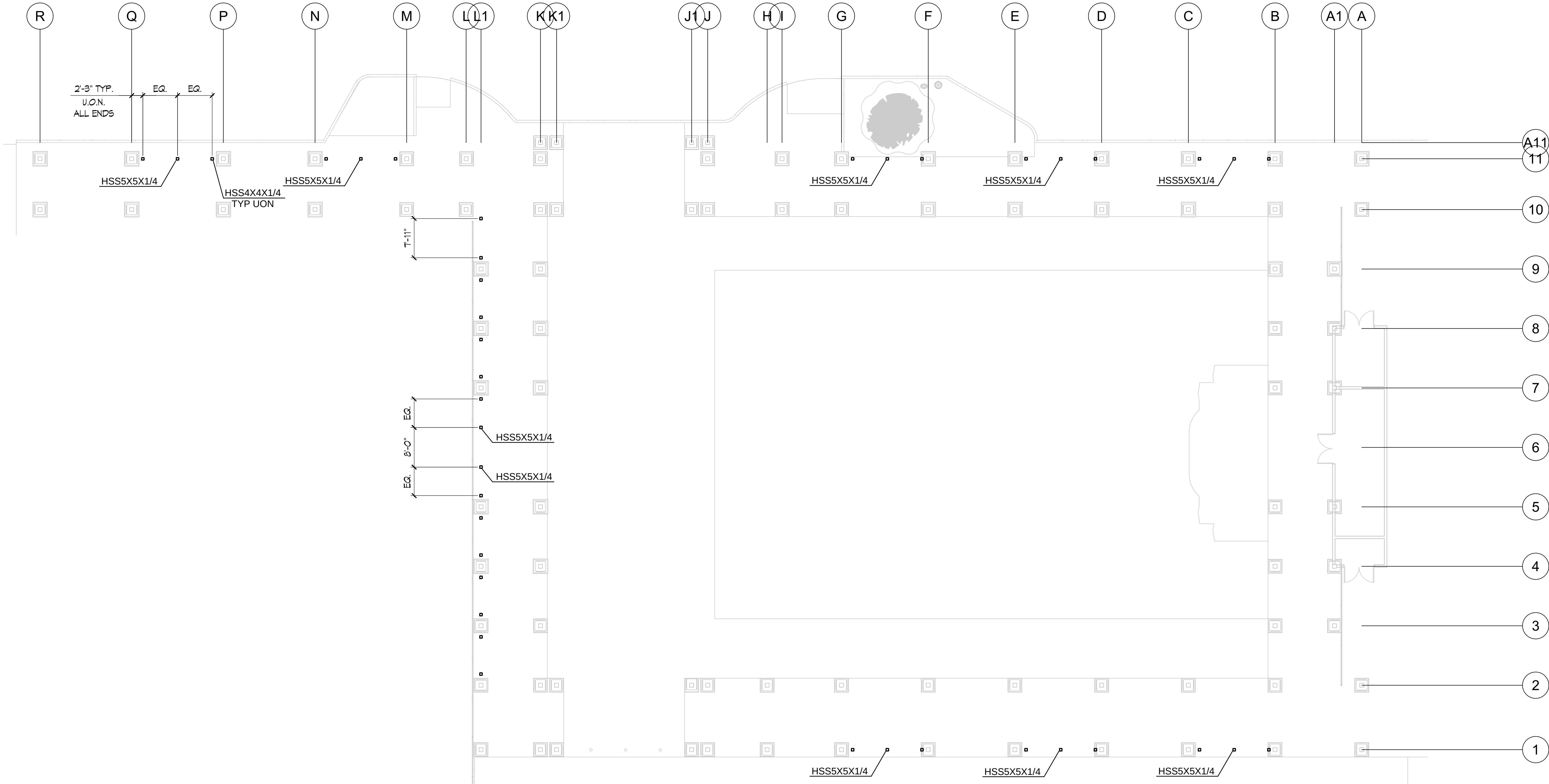
- MAT'L. THK. (MILS)
- FLANGE WIDTH
- STUD SECTION
- 6" STUD

STRUCTURAL LIGHT GAUGE STEEL FRAMING SCHEDULE

Diagram of a C-channel section showing dimensions: DEPTH (I.D.) and B.



NON-FRAME TUBE (HSS)
COLUMN SPLICE



FOUNDATION PLAN NOTES

1. SEE GENERAL NOTES AND TYPICAL DETAILS ON SHEET(S) [S1.0-S1.5, THESE NOTES AND DETAILS SHALL BE USED WHERE APPLICABLE WHETHER SPECIFICALLY REFERENCED OR NOT.
2. CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES WITH THE STRUCTURAL REQUIREMENTS INDICATED. REFER TO CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
3. TOP OF SLAB-ON-GRADE IS THE NOMINAL [FINISH] FLOOR LINE. DATUM ELEVATION 0.0' = [DATUM].
4. FOR NATURE AND EXTENT OF DRAINS, SUMPS, EXTERIOR HARDSCAPE, ETC., REFER TO OTHER DRAWINGS.
5. ANCHOR BOLTS, INCLUDING HOLDDOWN ANCHORS, SHALL BE TIED IN PLACE PRIOR TO FOUNDATION INSPECTION.
6. STRUCTURAL WALLS ARE WALLS THAT RESIST GRAVITY, WIND, AND/OR SEISMIC LOADS. ALL EXTERIOR WOOD FRAME WALLS ARE STRUCTURAL WALLS. ALL EXTERIOR AND INTERIOR [MASONRY/CONCRETE] WALLS ARE STRUCTURAL WALLS. WALLS (OR PORTIONS OF WALLS) NOT INDICATED ON THE STRUCTURAL DRAWINGS ARE PARTITION WALLS. REFER TO ARCHITECTURAL PLANS FOR LOCATION AND EXTENT OF PARTITION WALLS.
7. LAPS OF FOOTING REINFORCEMENT SHALL CONFORM TO $\frac{20}{51.3}$



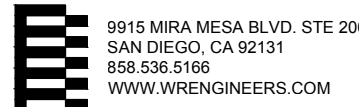
TOWN SQUARE FOUNDATION PLAN

SCALE: 3/32" = 1'-0"

- C1 STEEL COLUMN PER SCHEDULE $\frac{PER}{JOB}$ MARK IS INDICATED AT THE BASE OF THE COLUMN.
- T.O.F. TOP OF FOOTING ELEVATION AT THE LOCATION SHOWN.



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PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

DESIGN
DEVELOPMENT

DATE:

4/28/2025

NOT FOR
CONSTRUCTION

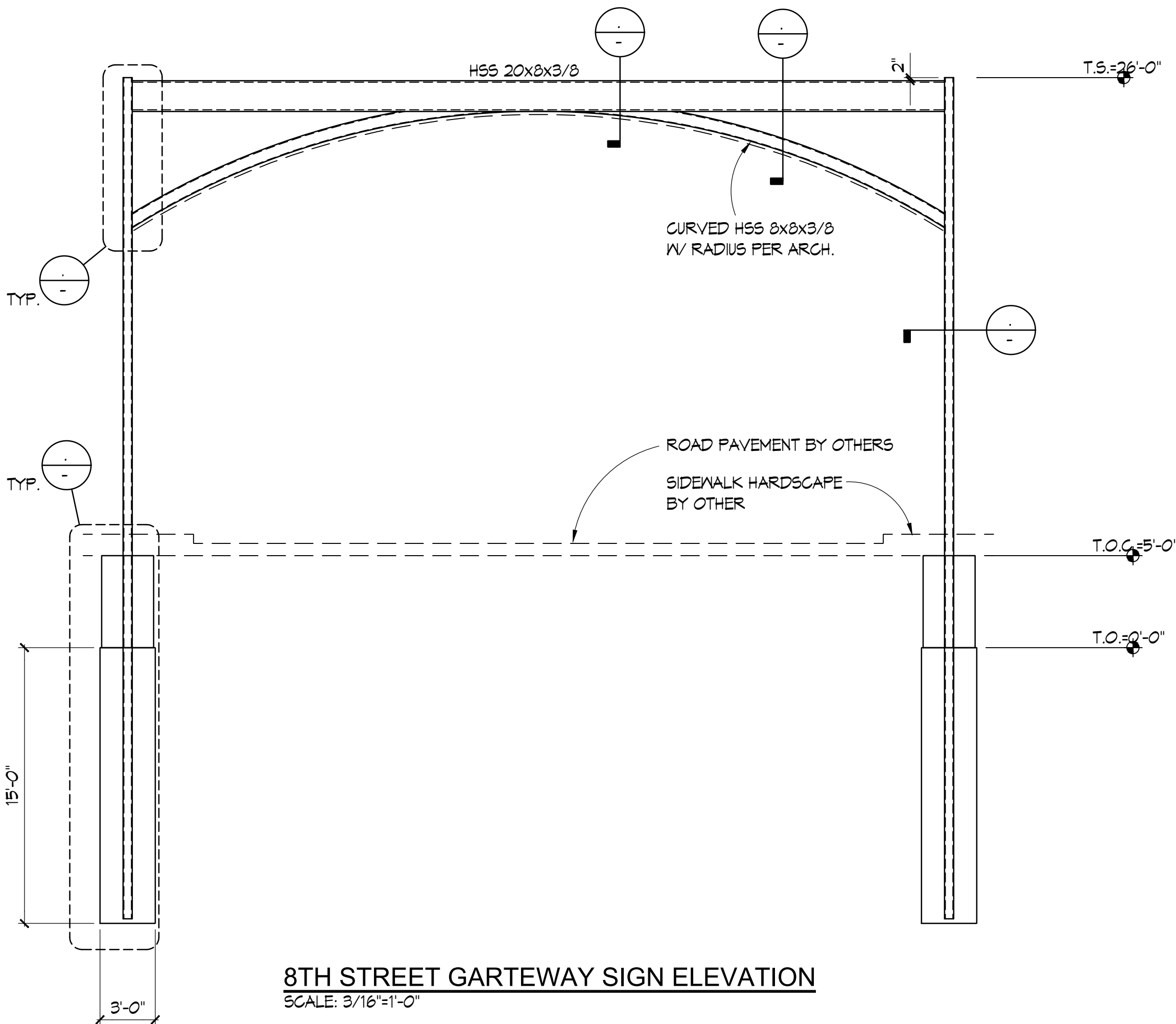
PROJECT NUMBER:

24068.00

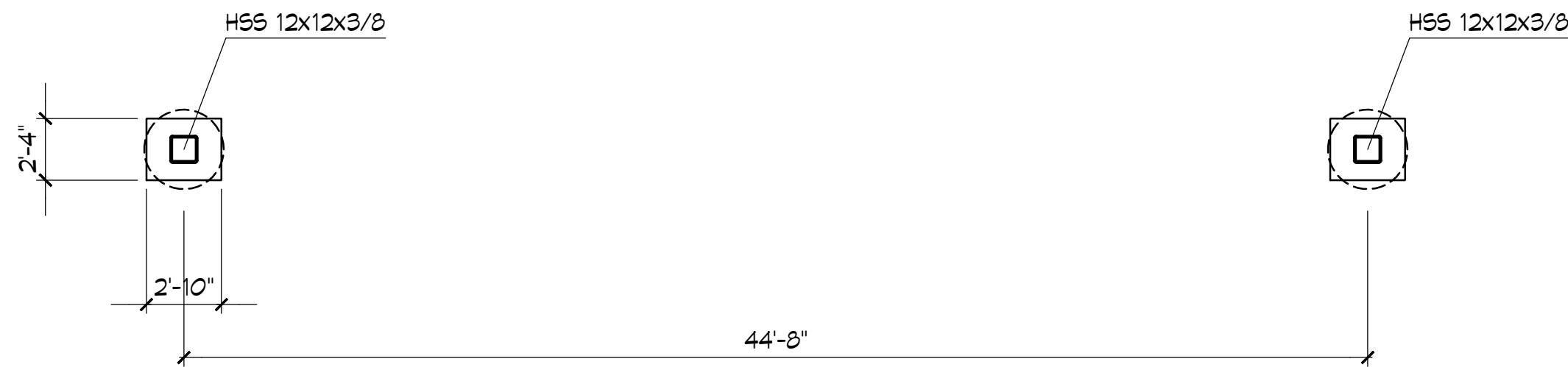
SHEET TITLE:

TOWN SQUARE
FOUNDATION
PLAN

S2.0



8TH STREET GARTEWAY SIGN ELEVATION
SCALE: 3/16"=1'-0"



8TH STREET GARTEWAY SIGN FOUNDATION PLAN
SCALE: 3/16"=1'-0"

SIGNAGE NOTES

1. SEE GENERAL NOTES AND TYPICAL DETAILS ON SHEETS S1.0-S1.5. THESE NOTES AND DETAILS SHALL BE USED WHERE APPLICABLE WHETHER SPECIFICALLY REFERENCED OR NOT.
2. SEE NOTES AND LEGEND ON SHEET (S SHT PER JOB).
3. CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES WITH THE STRUCTURAL REQUIREMENTS INDICATED. REFER TO CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
4. TOP OF FOOTING ELEVATION = 0.0' IS THE BASE OF THE ROAD PAVEMENT BY OTHERS. SEE CIVIL PLAN FOR MORE INFORMATION.
5. FOR NATURE AND EXTENT OF DRAINS, SUMPS, EXTERIOR HARDSCAPE, ETC., REFER TO OTHER DRAWINGS.
6. FOR ITEMS EMBEDDED INTO CONCRETE SLABS AND WALLS, REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS.
7. DRILLED PIERS ARE TO EXTEND A MINIMUM OF 15'-0" INTO UNDISTURBED FORMATIONAL SOIL AS DEFINED IN THE GEOTECHNICAL INVESTIGATION REPORT. GEOTECHNICAL ENGINEER SHALL DETERMINE THE FINAL DEPTH OF ALL DRILLED PIERS AT THE TIME OF EXCAVATION.
8. ANCHOR BOLTS, INCLUDING HOLDDOWN ANCHORS, SHALL BE TIED IN PLACE PRIOR TO FOUNDATION INSPECTION.
9. STRUCTURAL WALLS ARE WALLS THAT RESIST GRAVITY, WIND, AND/OR SEISMIC LOADS. ALL EXTERIOR WOOD FRAME WALLS ARE STRUCTURAL WALLS. ALL EXTERIOR AND INTERIOR (MASONRY/CONCRETE) WALLS ARE STRUCTURAL WALLS. WALLS (OR PORTIONS OF WALLS) NOT INDICATED ON THE STRUCTURAL DRAWINGS ARE PARTITION WALLS. REFER TO ARCHITECTURAL PLANS FOR LOCATION AND EXTENT OF PARTITION WALLS.
10. FOR DIMENSIONS, EXTENT, AND NATURE OF ALL WALLS, REFER TO ARCHITECTURAL DRAWINGS.
11. LAPS OF FOOTING REINFORCEMENT SHALL CONFORM TO (20/51.3)



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PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

DATE:

DESIGN
DEVELOPMENT

4/28/2025

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CONSTRUCTION

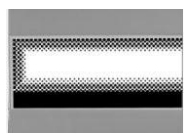
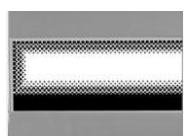
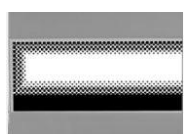
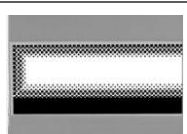
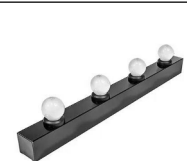
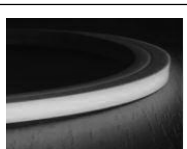
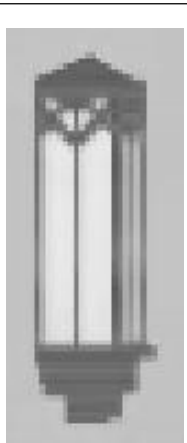
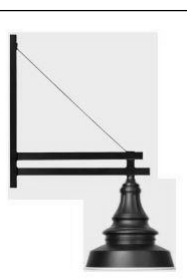
PROJECT NUMBER:

24068.00

SHEET TITLE:

8TH STREET
GATEWAY SIGN

S3.0

LIGHTING FIXTURE SCHEDULE												
WTWT	CALLOUT	LAMP	DESCRIPTION	MOUNTING	MANUFACTURER	MODEL	WATTS	VOLTAGE	COLOR TEMP	LUMENS	CRI	NOTES
	IA1	LED	9-IN LED INGRADE ROUND ACCENT UP-LIGHT.	GROUND	HYDREL LIGHTING (OR APPROVED EQUAL)	M9400C #M9420C-**-LED-	0 W	120 V	2700K			
	IA2-1	LED	LED INGRADE LINEAR ACCENT UP-LIGHT.	GROUND	INSIGHT LIGHTING (OR APPROVED EQUAL)	MEDLEY INGRADE (MIG) #MIG-MO-27K-	0 W	120 V	2700K			
	IA2-2	LED	LED INGRADE LINEAR ACCENT UP-LIGHT.	GROUND	INSIGHT LIGHTING (OR APPROVED EQUAL)	MEDLEY INGRADE (MIG) #MIG-MO-27K-	0 W	120 V	2700K			
	IA2-3	LED	LED INGRADE LINEAR ACCENT UP-LIGHT.	GROUND	INSIGHT LIGHTING (OR APPROVED EQUAL)	MEDLEY INGRADE (MIG) #MIG-MO-27K-	0 W	120 V	2700K			
	IA2-8	LED	LED INGRADE LINEAR ACCENT UP-LIGHT.	GROUND	INSIGHT LIGHTING (OR APPROVED EQUAL)	MEDLEY INGRADE (MIG) #MIG-MO-27K-	0 W	120 V	2700K			
	PDE1	LED	DECORATIVE PENDANT	PENDANT	G LIGHTING (OR APPROVED EQUAL)	MESA #GL2622-L120-W-**-	0 W	120 V	3000K			
	SA1	LED	SURFACE ACCENT MARQUEE LIGHTS	SURFACE	CELESTIAL LIGHTING (EQUAL NOT ACCEPTED)	AQUARIUS Q SERIES #AQR-Q-GF-6-SC-**-	0 W	120 V	2700K			
	SS1	LED	SURFACE LED STRIP LIGHT	SURFACE	TIVOLI (OR APPROVED EQUAL)	TRACE- HORIZONTAL #TRCE-S-H-27K-24	0 W	120 V	2700K			
	WDE1	LED	WALL SCONCE DECORATIVE	WALL	STERNBERG LIGHTING (OR APPROVED EQUAL)	1240 PARAGON SERIES #1240-	0 W	120 V	2700K			
	WDE2	LED	WALL SCONCE DECORATIVE	WALL	ULTA LIGHTS (OR APPROVED EQUAL)	MAGNA 24529 #**-02-OA-**-	0 W	120 V	3000K			
	WDE3	LED	WALL SCONCE DECORATIVE	WALL	STERNBERG LIGHTING (OR APPROVED EQUAL)	ACORN 1910LED MEDIUM #****/TRSL	0 W	120 V	3000K			



PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO TOWN SQUARE

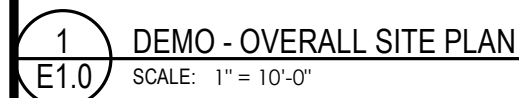
679 MAIN STREET, EL CENTRO, CA 92243



DESCRIPTION: 100% DESIGN DEVELOPMENT
DATE: 4/29/25

NOT FOR CONSTRUCTION
PROJECT NUMBER: 240903
SHEET TITLE: LUMINAIRE SCHEDULE

SHEET NUMBER: E0.3



SHEET KEYNOTES



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PROJECT:

CITY OF EL CENTRO

**EMBELLECE EL CENTRO
TOWN SQUARE**

679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

DATE: _____

10% DESIGN
DEVELOPMENT

29/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

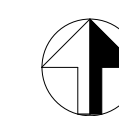
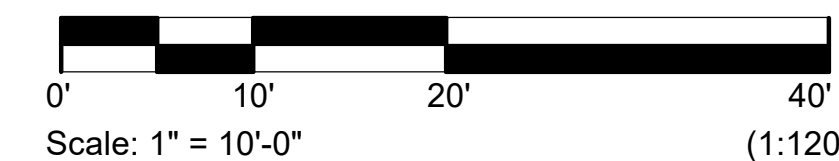
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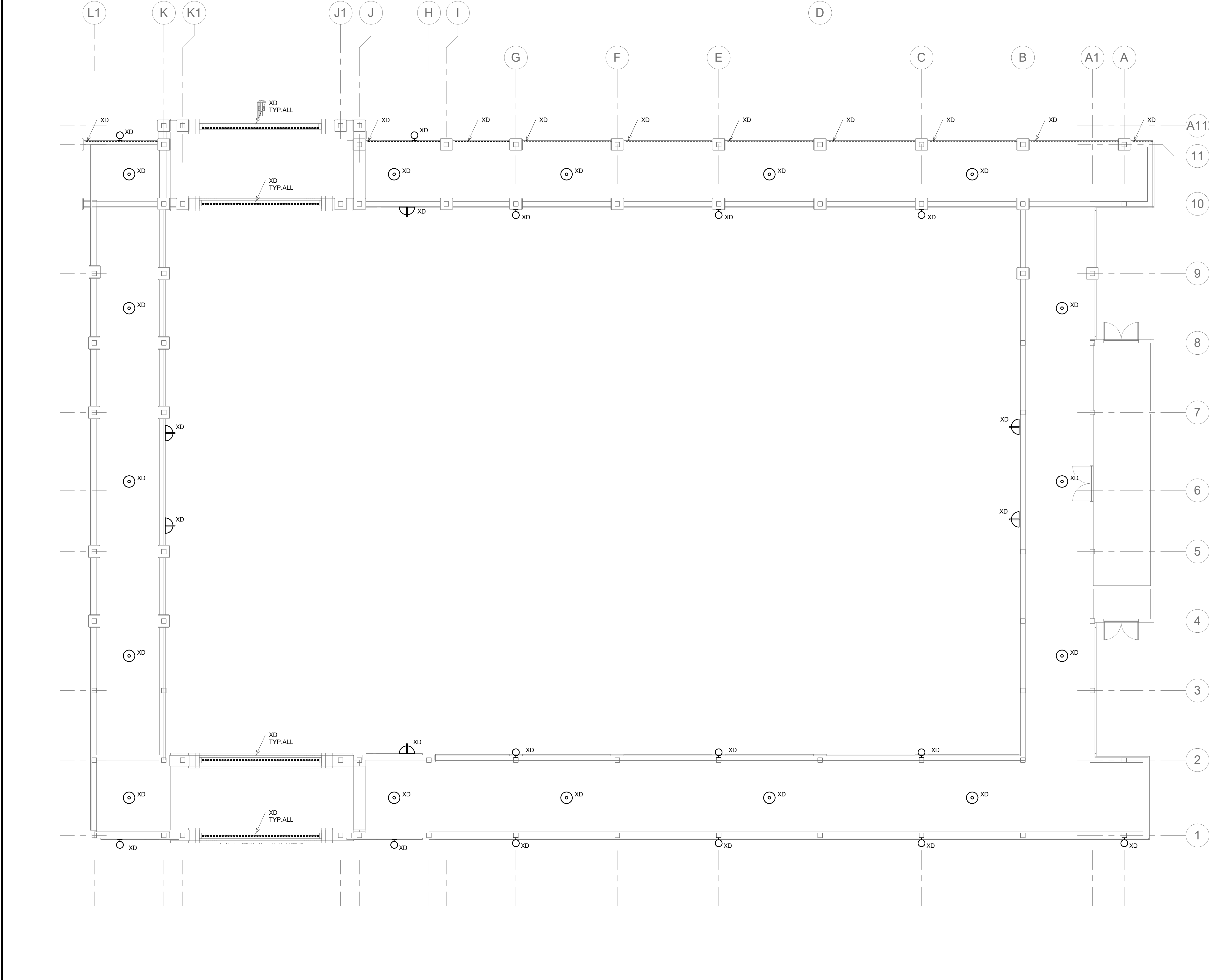
HEET TITLE:

DEMO - OVERALL SITE PLAN

HEET NUMBER:

E1.0

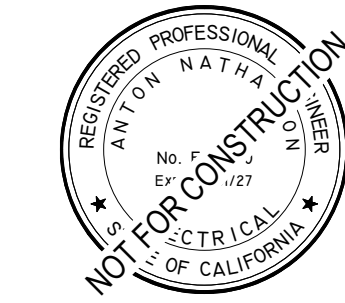




1 ELECTRICAL LIGHTING DEMO PLAN A
E1.1 SCALE: 1/8" = 1'-0"

GENERAL NOTES - DEMO

- A CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO ROUGH-IN.
- B DEMOLISH ALL ELECTRICAL FIXTURES AND DEVICES AS PART OF THE DEMOLITION SCOPE. SAFE OF BRANCH CIRCUIT BREAKER AND MARK AS SPARE.



PROJECT:

CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION: 100% DESIGN
DEVELOPMENT

DATE: 4/29/25

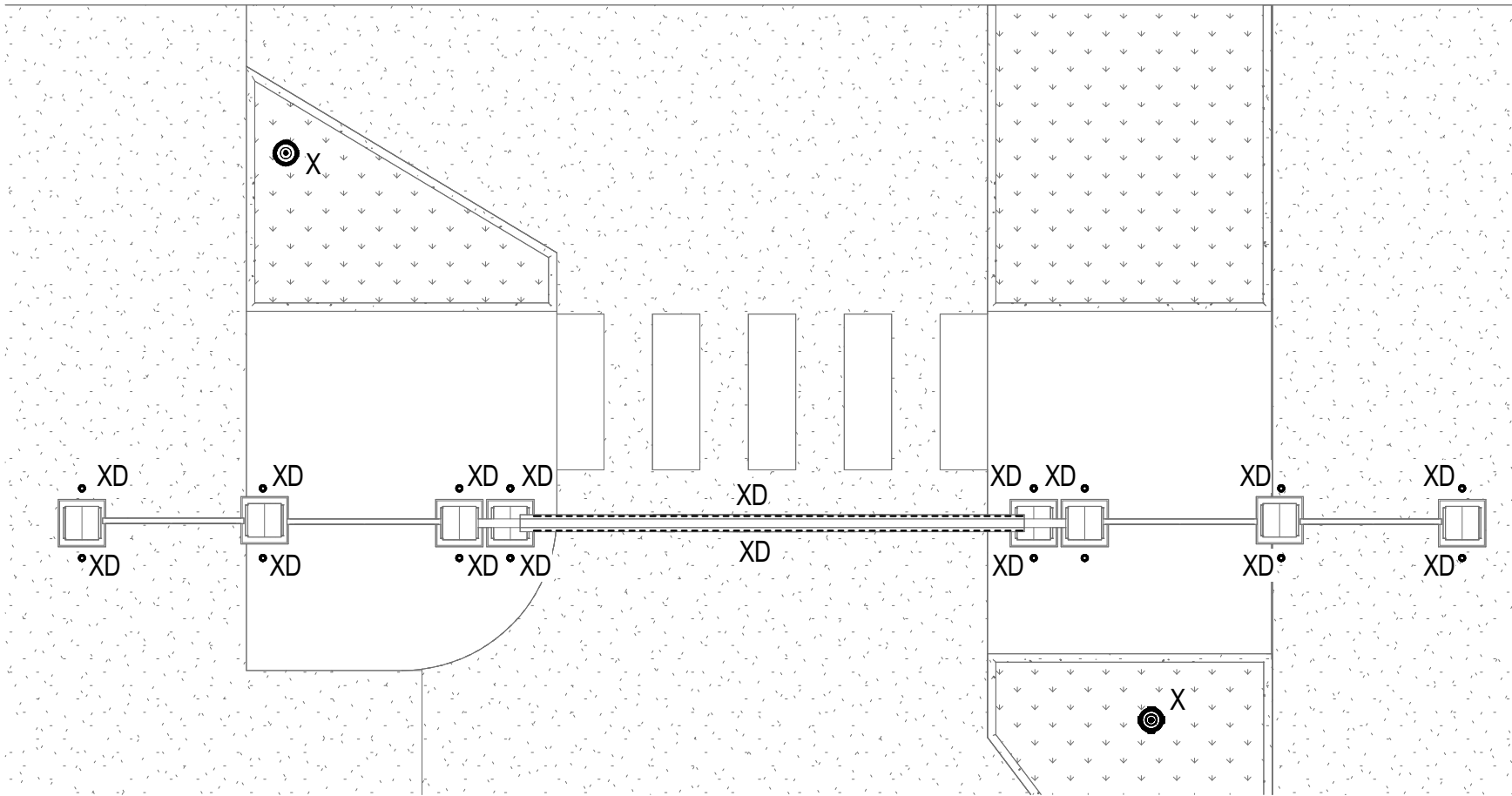
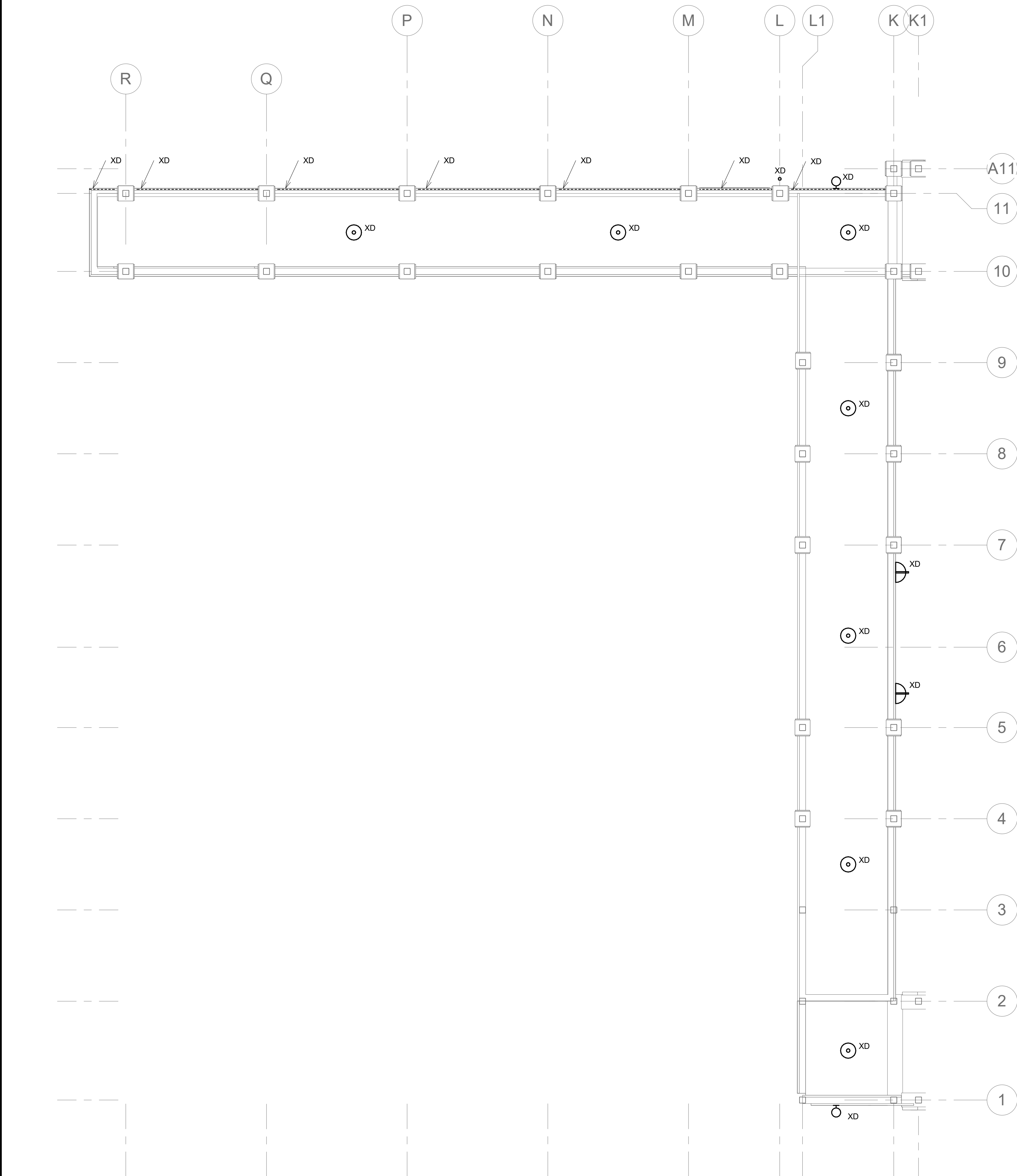
NOT FOR
CONSTRUCTION

PROJECT NUMBER:
240903

SHEET TITLE:
DEMO -
ELECTRICAL SITE
PLAN A

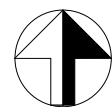
SHEET NUMBER:

E1.1



2 ELECTRICAL LIGHTING DEMO PLAN - GATEWAY MONUMENT SIGNAGE Copy 1
SCALE: 1" = 10'-0"

1 ELECTRICAL LIGHTING DEMO PLAN B
SCALE: 1/8" = 1'-0"



GENERAL NOTES - DEMO

- A CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO ROUGH-IN.
- B DEMOLISH ALL ELECTRICAL FIXTURES AND DEVICES AS PART OF THE DEMOLITION SCOPE. SAFE OF BRANCH CIRCUIT BREAKER AND MARK AS SPARE.

SHEET KEYNOTES



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PROJECT:

CITY OF EL CENTRO
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679 MAIN STREET, EL
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DESCRIPTION: 100% DESIGN
DEVELOPMENT

DATE: 4/29/25

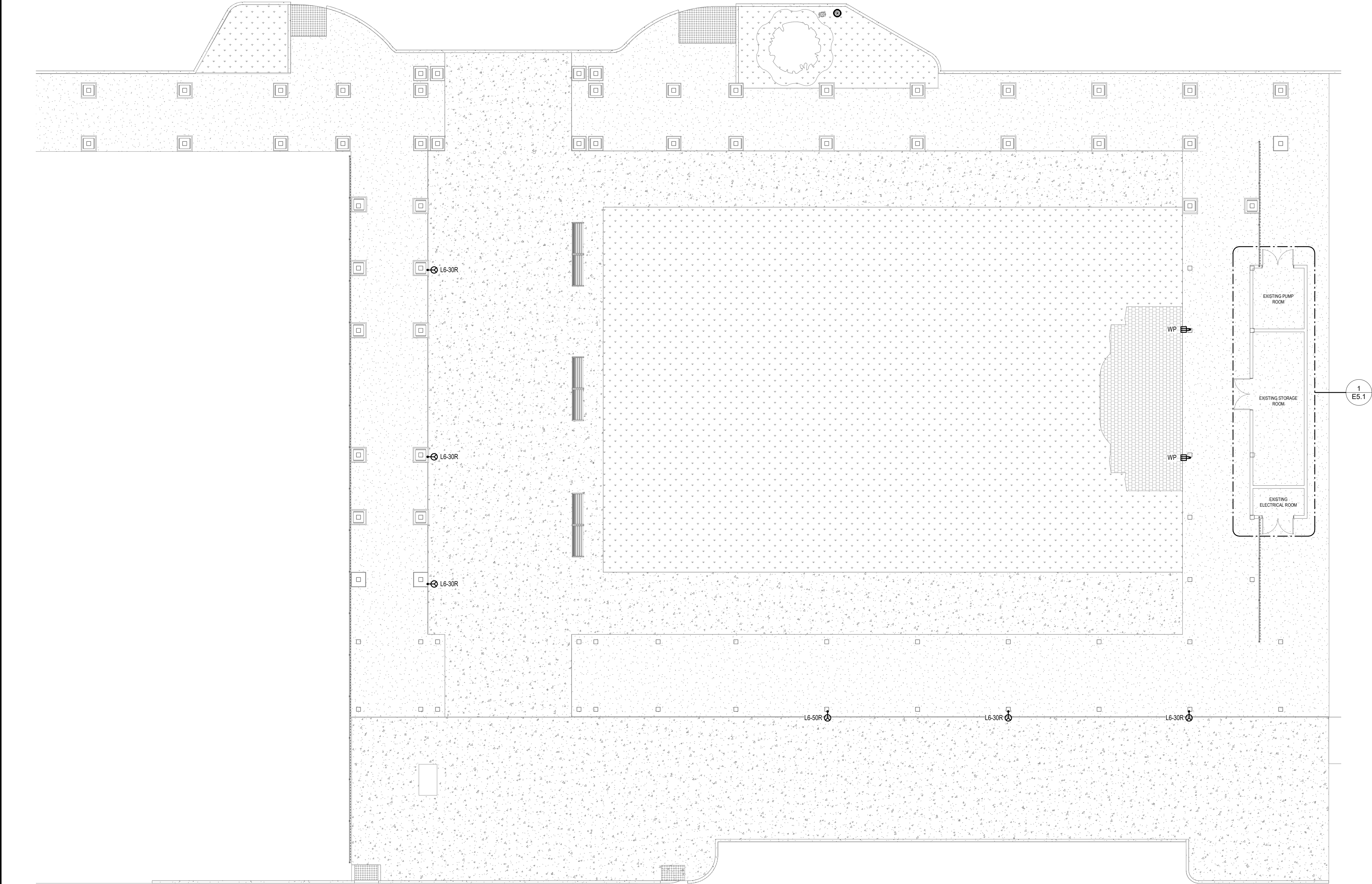
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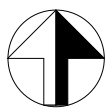
SHEET TITLE:
DEMO -
ELECTRICAL SITE
PLAN B

SHEET NUMBER:

E1.2



1 OVERALL SITE PLAN
E1.3 SCALE: 1" = 10'-0"



GENERAL NOTES - POWER

- A ALL 20A 120V BRANCH CIRCUITS THAT EXCEED 100' SHALL USE #10AWG CONDUCTORS.
- B COORDINATE POWER FEEDS, LOCATIONS, AND WIRING HARNESS CONFIGURATION WITH FURNITURE VENDOR SHOP DRAWINGS PRIOR TO ROUGH-IN.
- C VERIFY MOUNTING HEIGHTS OF ALL DEVICES WITH ARCHITECTURAL ELEVATIONS PRIOR TO ROUGH-IN.
- D MAINTAIN WORKING CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT PER CEC 110.26.
- E IF ANY EXPOSED CONDUIT IS REQUIRED, CONTRACTOR AND SUBCONTRACTORS TO COORDINATE WITH FURNITURE DRAWINGS. NO EXPOSED CONDUIT TO BE INSTALLED ON WALLS WITH WALL MOUNTED FURNISHINGS AND ACCESSORIES (FLAT SCREENS, MARKERBOARDS, TACKBOARDS, ARTWORK, ETC.)

SHEET KEYNOTES



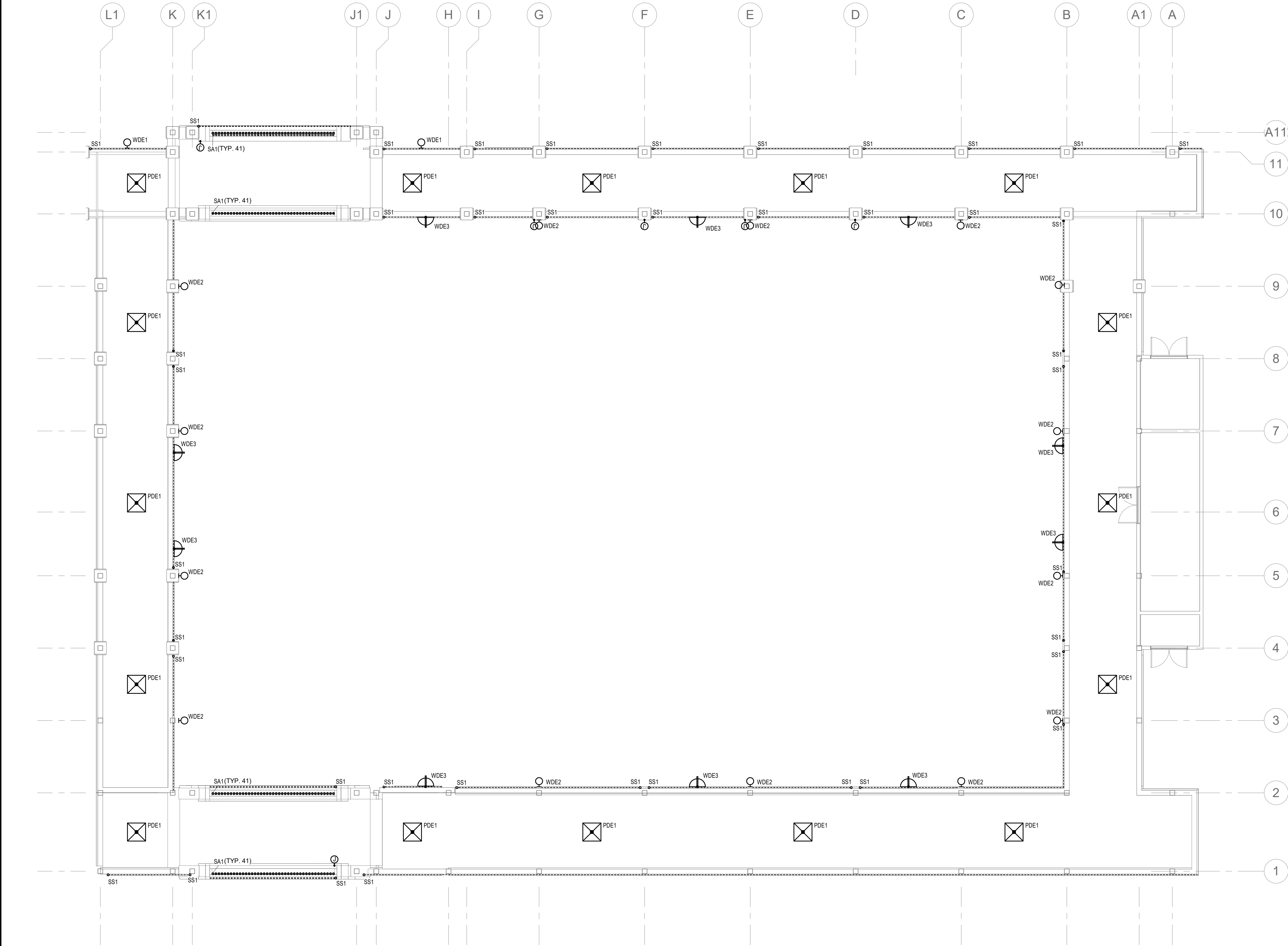
PROJECT:
CITY OF EL CENTRO
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TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION: 100% DESIGN
DEVELOPMENT
DATE: 4/29/25

NOT FOR
CONSTRUCTION
PROJECT NUMBER:
240903
SHEET TITLE:
ELECTRICAL SITE
PLAN

SHEET NUMBER:
E1.3



1 LIGHTING RCP PLAN - AREA A
E2.11 SCALE: 1/8" = 1'-0"

GENERAL NOTES - LIGHTING

- A CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO THE START OF WORK.
- C ELECTRICAL CONTRACTOR TO PROVIDE LIGHTING CONTROL, MANUFACTURER'S SHOP DRAWINGS INDICATING DEVICE TYPES, LOCATIONS, AND CONNECTIONS FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT.
- E VERIFY ALL FINISHES AND MOUNTING WITH ARCHITECT PRIOR TO PROCUREMENT.

SHEET KEYNOTES



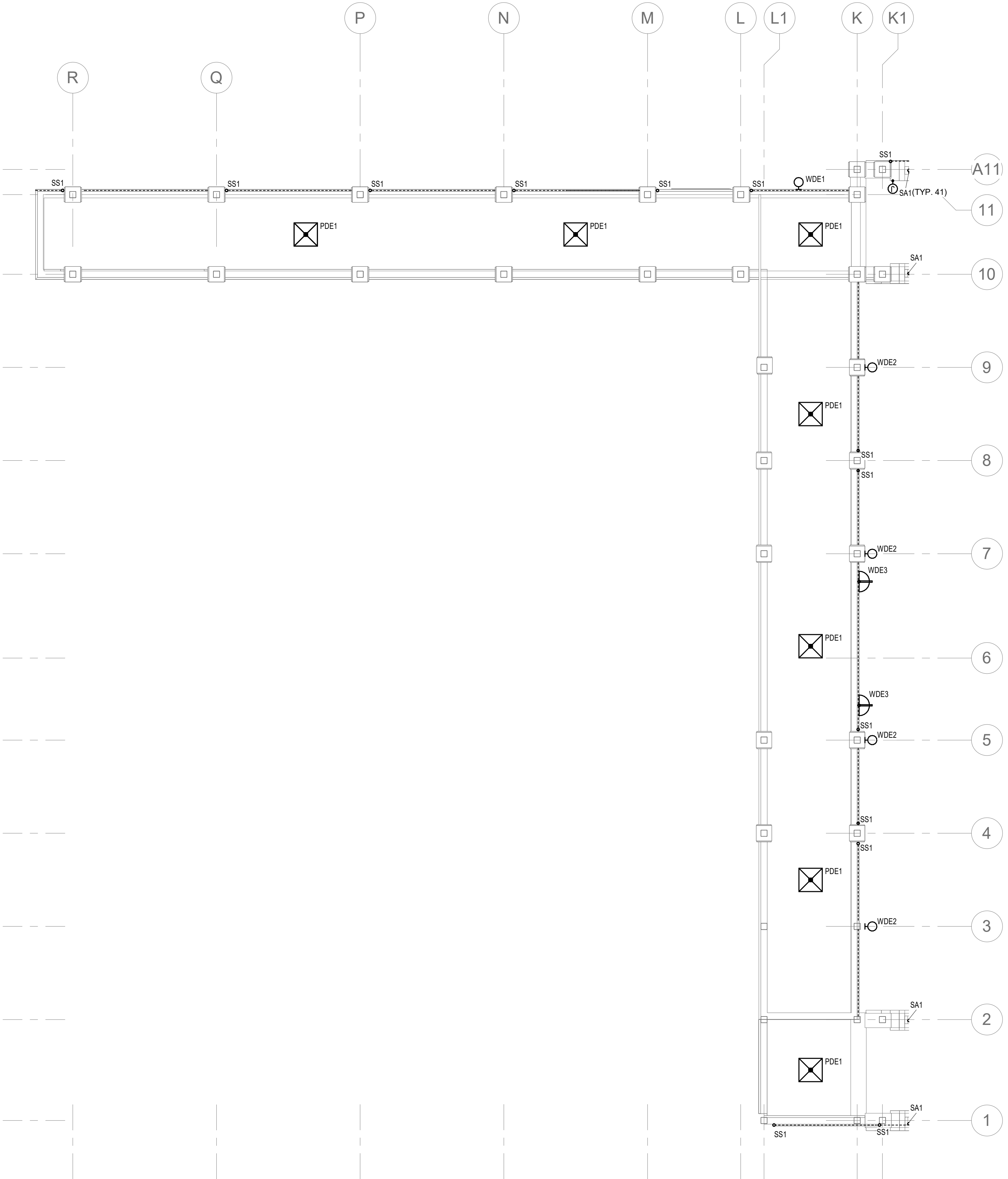
PROJECT:
CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



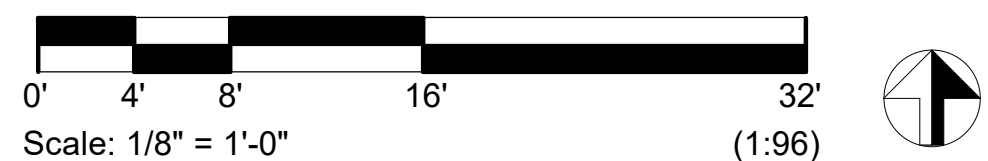
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DEVELOPMENT
DATE: 4/29/25

NOT FOR
CONSTRUCTION
PROJECT NUMBER:
240903
SHEET TITLE:
LIGHTING RCP
PLAN - AREA A

SHEET NUMBER:
E2.11



1
E2.12 LIGHTING RCP LIGHTING PLAN - AREA B
SCALE: 1/8" = 1'-0"



GENERAL NOTES - LIGHTING

- A CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO THE START OF WORK.
- C ELECTRICAL CONTRACTOR TO PROVIDE LIGHTING CONTROL, MANUFACTURER'S SHOP DRAWINGS INDICATING DEVICE TYPES, LOCATIONS, AND CONNECTIONS FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT.
- E VERIFY ALL FINISHES AND MOUNTING WITH ARCHITECT PRIOR TO PROCUREMENT.

SHEET KEYNOTES



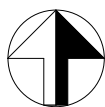
PROJECT:
CITY OF EL CENTRO
EMBELLECE EL CENTRO TOWN SQUARE
679 MAIN STREET, EL CENTRO, CA 92243



DESCRIPTION: 100% DESIGN DEVELOPMENT
DATE: 4/29/25

NOT FOR CONSTRUCTION
PROJECT NUMBER: 240903
SHEET TITLE: LIGHTING RCP PLAN - AREA B

SHEET NUMBER:
E2.12



A	ALL 20A 120V BRANCH CIRCUITS THAT EXCEED 100' SHALL USE #10AWG CONDUCTORS.
B	COORDINATE POWER FEEDS, LOCATIONS, AND WIRING HARNESS CONFIGURATION WITH FURNITURE VENDOR SHOP DRAWINGS PRIOR TO ROUGH-IN.
C	VERIFY MOUNTING HEIGHTS OF ALL DEVICES WITH ARCHITECTURAL ELEVATIONS PRIOR TO ROUGH-IN.
D	MAINTAIN WORKING CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT PER CEC 110.26.
E	IF ANY EXPOSED CONDUIT IS REQUIRED, CONTRACTOR AND SUBCONTRACTORS TO COORDINATE WITH FURNITURE DRAWINGS. NO EXPOSED CONDUIT TO BE INSTALLED ON WALLS WITH WALL MOUNTED FURNISHINGS AND ACCESSORIES (FLAT SCREENS, MARKERBOARDS, TACKBOARDS, ARTWORK, ETC.)

1	DEMOLISH ALL ELECTRICAL FOUNTAIN FIXTURES AND DEVICES. SAFE OF BRANCH CIRCUIT BREAKER AND MARK AS SPARE.
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coar
DESIGN GROUP
9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

PROJECT:

CITY OF EL CENTRO

**EMBELLECE EL CENTRO
TOWN SQUARE**

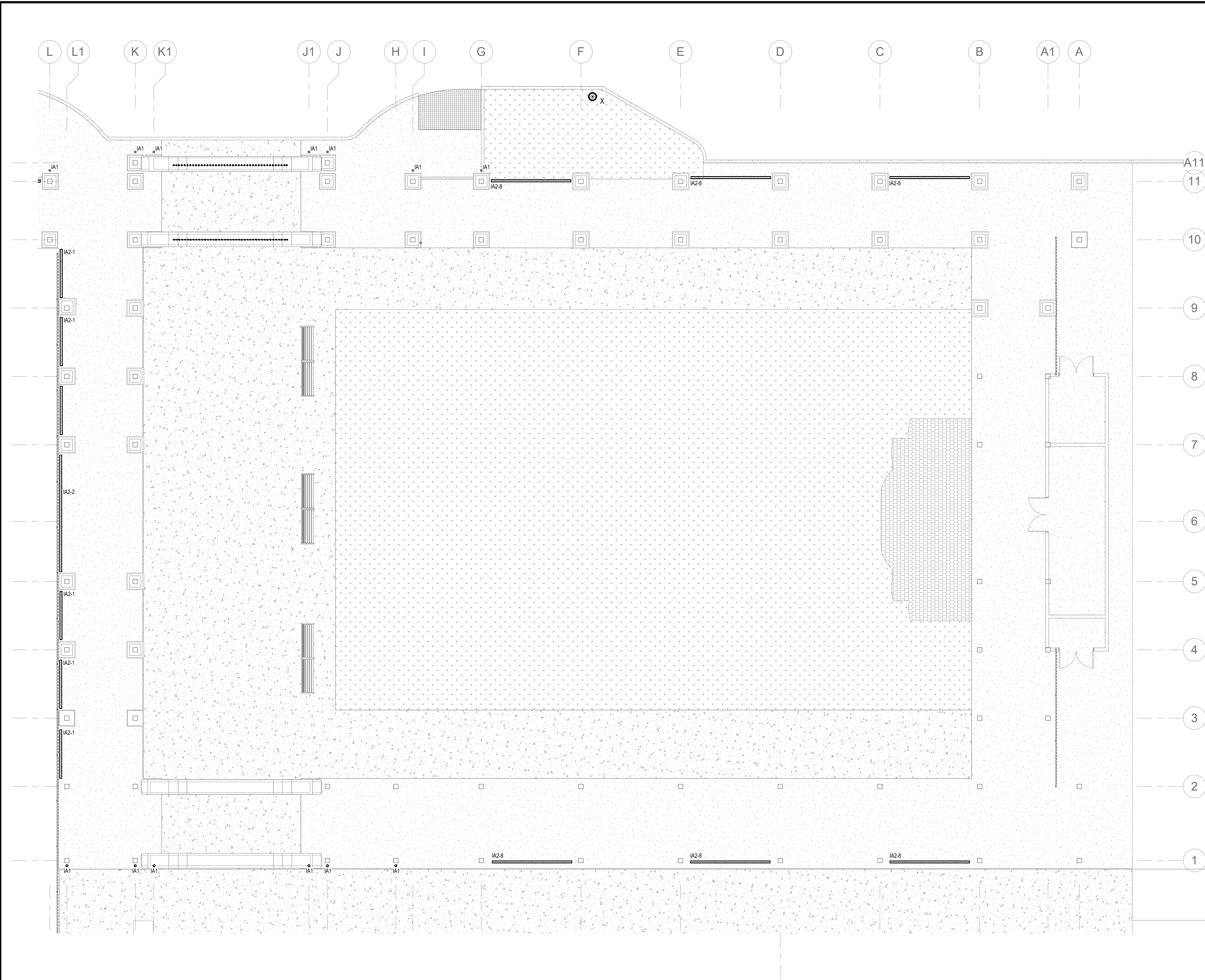
679 MAIN STREET, EL
CENTRO, CA 92243



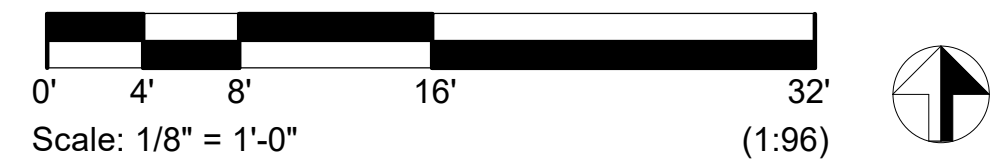
SHEET TITLE:

ELECTRICAL
ENLARGED PLAN

E5.1



1
E5.3 LIGHTING FLOOR PLAN - AREA A
SCALE: 1/8" = 1'-0"



GENERAL NOTES - LIGHTING

- A CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO THE START OF WORK.
- C ELECTRICAL CONTRACTOR TO PROVIDE LIGHTING CONTROL, MANUFACTURER'S SHOP DRAWINGS INDICATING DEVICE TYPES, LOCATIONS, AND CONNECTIONS FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT.
- E VERIFY ALL FINISHES AND MOUNTING WITH ARCHITECT PRIOR TO PROCUREMENT.

SHEET KEYNOTES



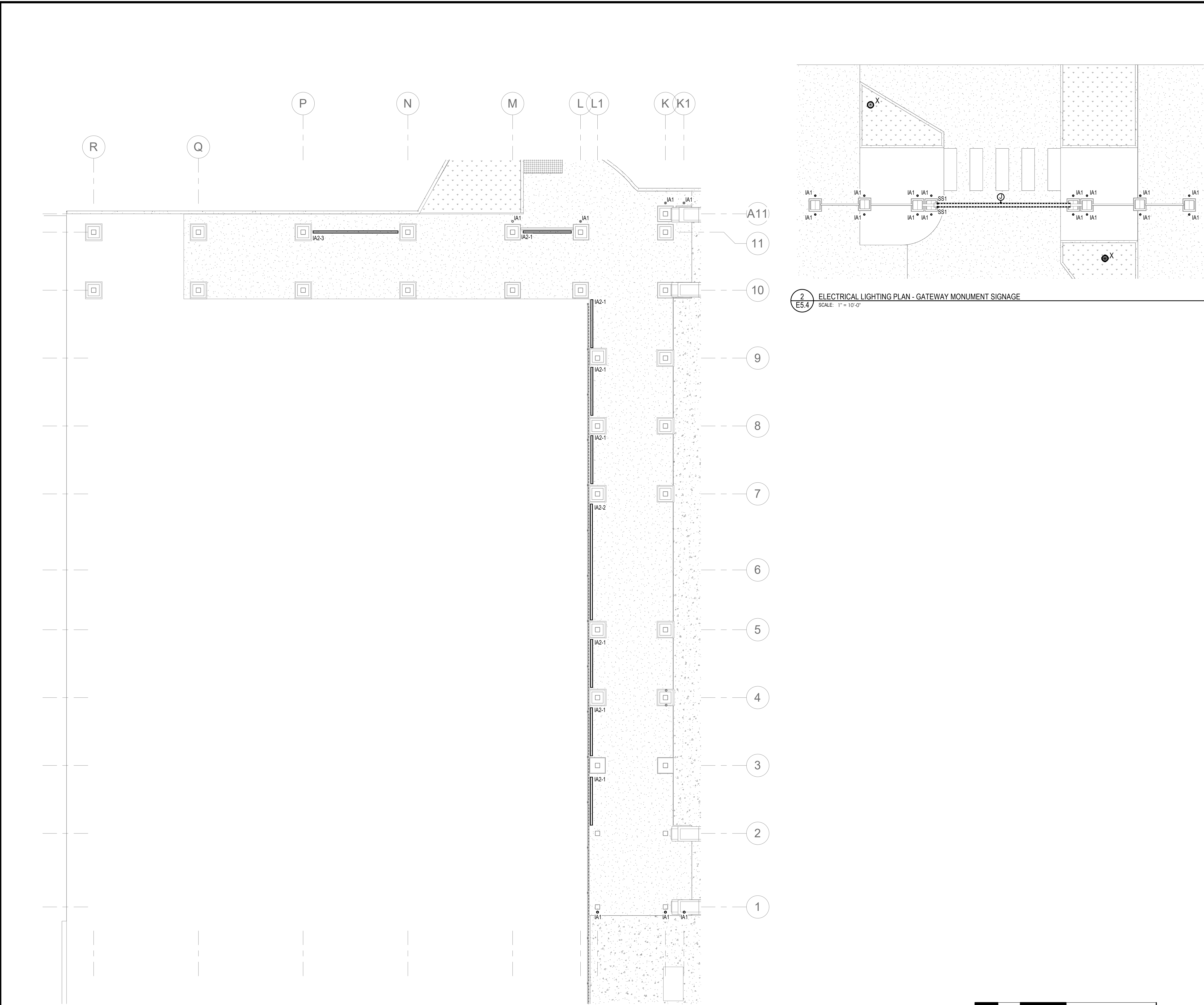
PROJECT:
CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



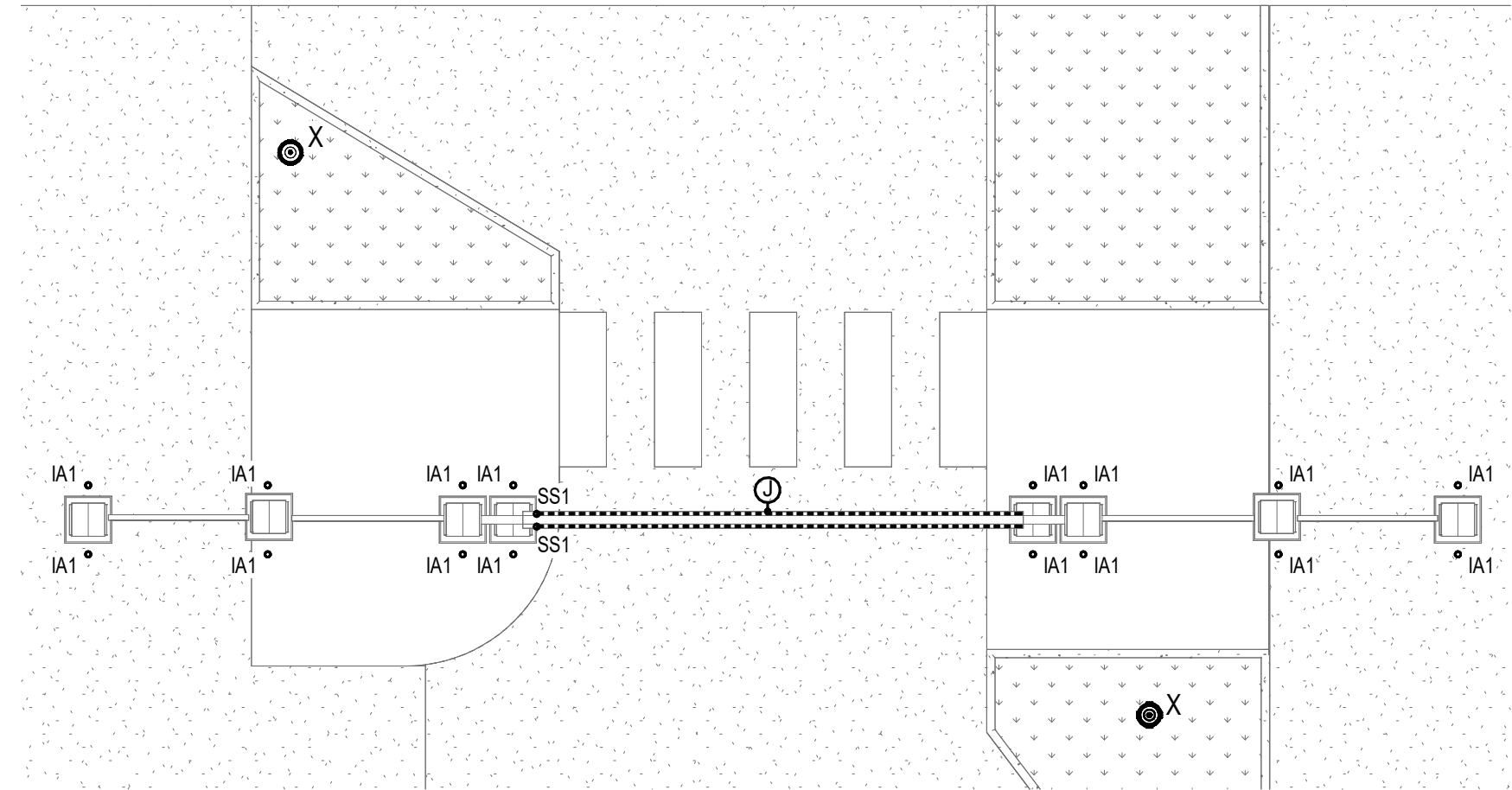
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DATE: 4/29/25

NOT FOR
CONSTRUCTION
PROJECT NUMBER:
240903
SHEET TITLE:
**LIGHTING FLOOR
PLAN - AREA A**

SHEET NUMBER:
E5.3



1 LIGHTING FLOOR PLAN - AREA B
SCALE: 1/8" = 1'-0"



2 ELECTRICAL LIGHTING PLAN - GATEWAY MONUMENT SIGNAGE
SCALE: 1" = 10'-0"

GENERAL NOTES - LIGHTING

- A CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO THE START OF WORK.
- C ELECTRICAL CONTRACTOR TO PROVIDE LIGHTING CONTROL, MANUFACTURER'S SHOP DRAWINGS INDICATING DEVICE TYPES, LOCATIONS, AND CONNECTIONS FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT.
- E VERIFY ALL FINISHES AND MOUNTING WITH ARCHITECT PRIOR TO PROCUREMENT.

SHEET KEYNOTES



PROJECT:
CITY OF EL CENTRO
EMBELLECE EL CENTRO
TOWN SQUARE
679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION: 100% DESIGN DEVELOPMENT
DATE: 4/29/25

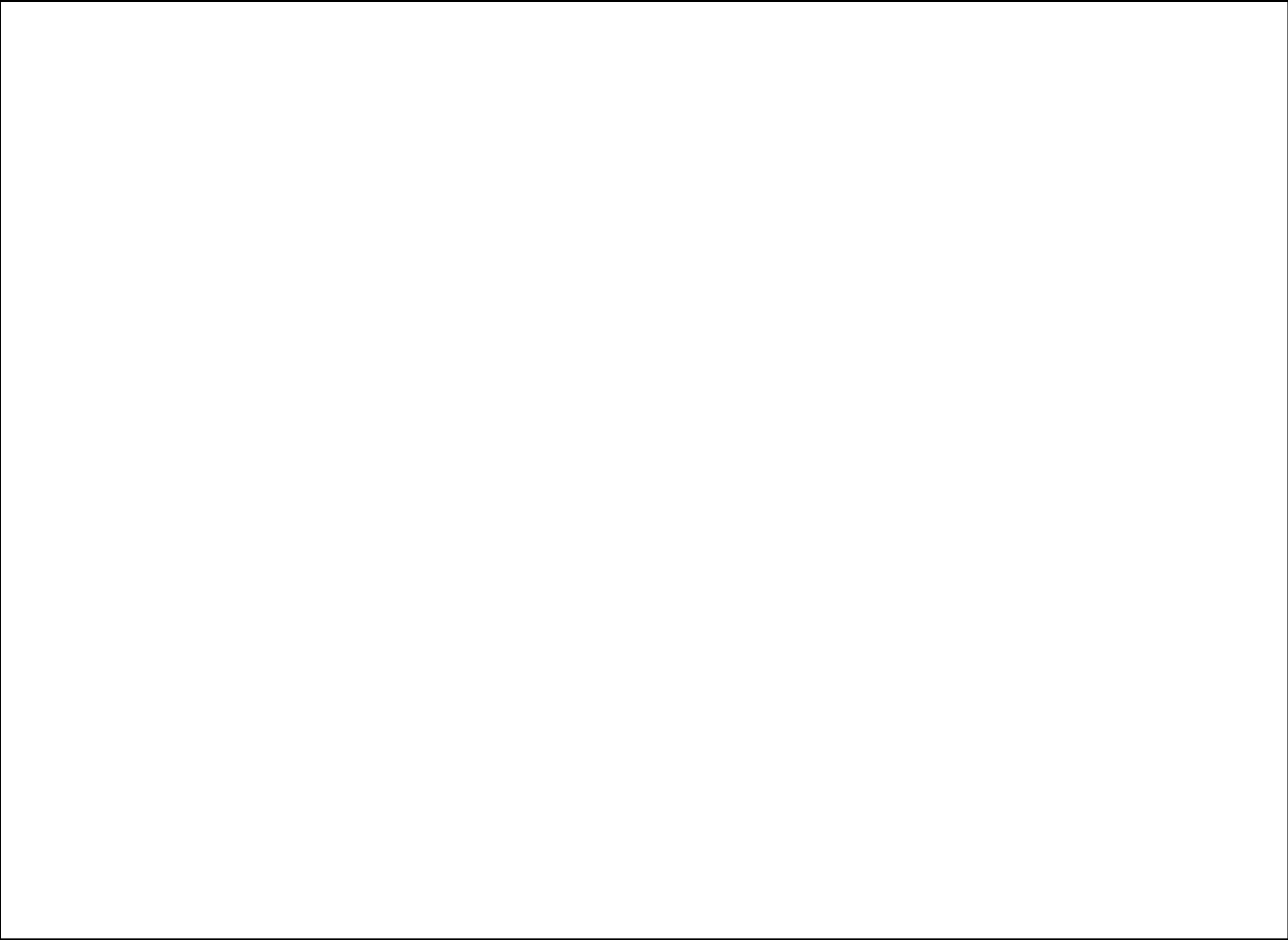
NOT FOR
CONSTRUCTION

PROJECT NUMBER:
240903

SHEET TITLE:
LIGHTING FLOOR
PLAN - AREA B

SHEET NUMBER:

E5.4



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PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO
TOWN SQUARE

679 MAIN STREET, EL
CENTRO, CA 92243



DESCRIPTION:

100% DESIGN
DEVELOPMENT

DATE:

4/29/25

NOT FOR
CONSTRUCTION

PROJECT NUMBER:

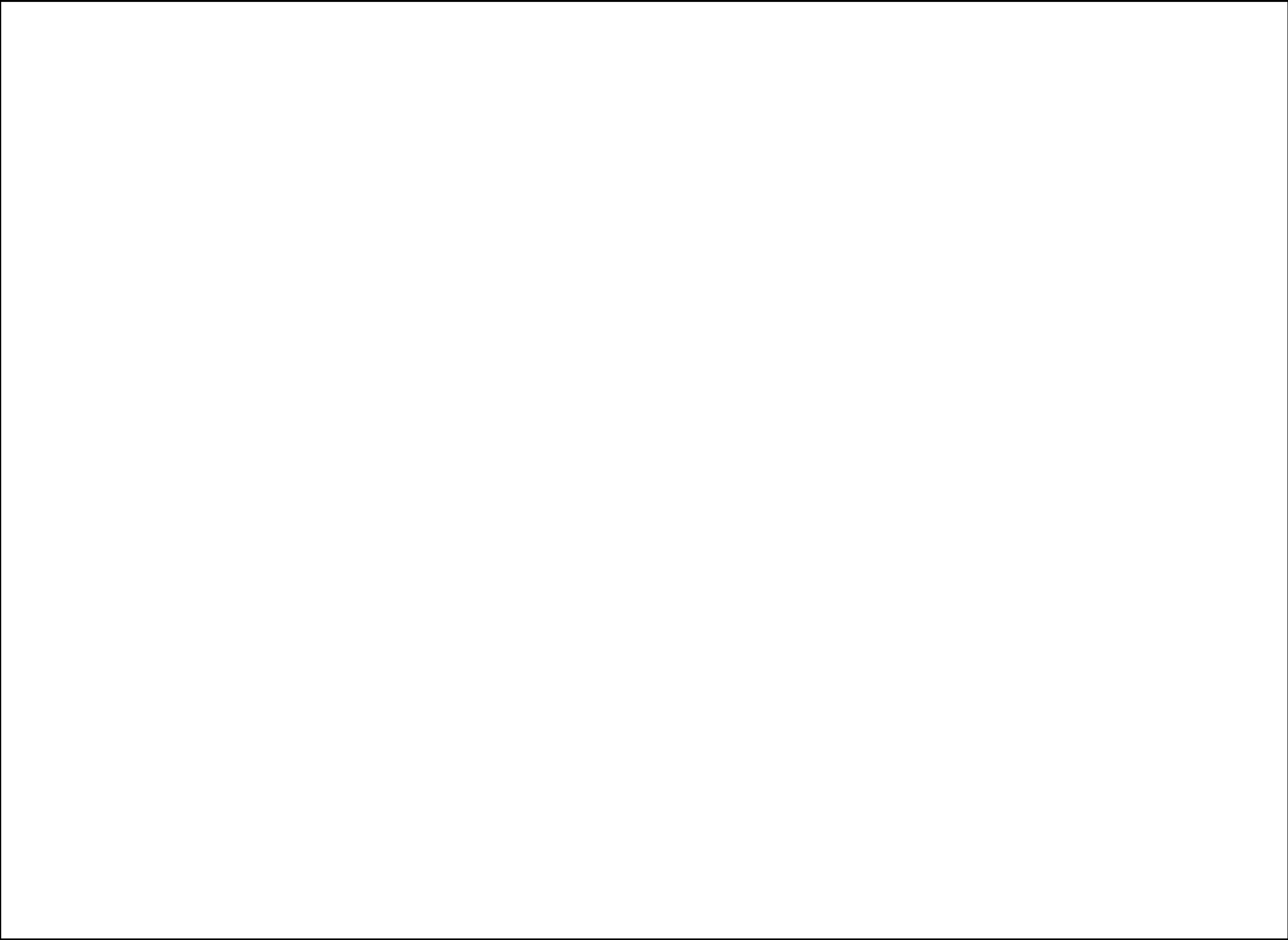
240903

SHEET TITLE:

ELECTRICAL
DETAILS

SHEET NUMBER:

E6.1





005-162



DESIGN GROUP

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SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com



BELEN CONSULTING

4400 CAMDEN ROAD, SUITE 200, SAN ANTONIO, TEXAS 78218
www.belenconsulting.com

PROJECT:

CITY OF EL CENTRO

EMBELLECE EL CENTRO TOWN SQUARE

679 MAIN STREET, EL CENTRO, CA 92243



City of El Centro

Shining with Opportunity

DESCRIPTION:	DATE:
100% DESIGN DEVELOPMENT	4/29/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

240903

SHEET TITLE:

PHOTOMETRICS

SHEET NUMBER:

E7.1



City Council of the City of El Centro

1275 W. Main Street
El Centro, CA 92243

SUBMITTED

ACTION ITEM (ID # 2025-159)

Item: 14.

Meeting: 6/3/2025 3:30 PM

Department: City Clerk

Category: Action Item

Prepared by: Norma Wyles, City Clerk

Department Head: Sonia Carter

DOC ID: 2025-159

Discussion and any necessary action regarding the appointments to the Personnel Appeals Board to fill three (3) scheduled vacancies.

CITY MANAGER'S RECOMMENDATION:

Mayor's Recommendation: Approve three (3) appointments to the Personnel Appeals Board with terms ending April 15, 2029.

FISCAL IMPACT:

None

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

None

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. Memo
2. Jerrod Sweet_Redacted
3. Rosalind P. Guerrero_Redacted

MEMORANDUM

TO: Sonia Carter, Mayor & City Council

FROM: Norma Wyles, City Clerk

RE: Personnel Appeals Board Vacancies

DATE: May 20, 2025

PERSONNEL APPEALS BOARD:

There are three (3) scheduled vacancies with new term expiring on April 15, 2029.

The following individual would like to be considered for **re-appointment** to this board:

1. Angie Peña
2. Elizabeth Cardenas

The following individuals would like to be considered for **appointment**:

1. Rosalind P. Guerrero
2. Jerrod Sweet



RCVD CITY CLERK'S
APR 28 2025 PM04:18

City of El Centro
1275 Main Street, El Centro, CA 92243
(760) 337- 4515

APPLICATION FOR APPOINTMENT TO CITIZENS' BOARDS/COMMISSIONS

This application is a public document

Name: Jerrod Sweet Phone Number: _____

Residence Address: _____

Mailing Address (if different than above): _____

Contact Email: jerrod.sweet@gmail

Employer: Imperial Irrigation Dist. Position: Transmission OASIS Adm.

Business Address: 333 Barioni Blvd. Imp Business Phone: _____

Are you a resident of El Centro? Yes ☒ No _____ If yes, how long? 45yrs +

Please indicate the Citizen Board/Commission that you are interested in serving on. If you are interested in more than one board/commission, please indicate your preferences in order (1st, 2nd, 3rd choice).

_____ **Building Board of Appeals** (No residency requirement)

_____ **Board of Trustees – ECRMC** (No residency requirement, qualifications criteria required)

_____ **Library and Community Services Board – Voting Member** (Must be registered voter of El Centro)

_____ **Library and Community Services Board – Non-Voting Member** (Must be register voter of El Centro)

_____ **Imperial Valley Housing Authority** (No residency requirement)

☒ **Personnel Appeals Board** (City resident)

_____ **Planning Commission** (City resident or live within sphere of influence)

Please note that resumes will not be accepted in lieu of this application. Information concerning a particular commission is available from the City Clerk's Office on request, telephone (760) 337-4515.

Education Background:

Central Union High. / GED / Took a few
Classes @ IVC - to Develop Skills for
Work

Please list any special skills, civic or community involvement or memberships, interests, past El Centro

Citizen Commissions you have served on, etc: (Use additional pages, if you desire.)

Many Years Youth Director @ New Destiny
Christian Church - Spiritual Counselor
for INS Detention Center (El Centro & Calexico)

Additional comments: (Use additional pages, if you desire)

Please list three local references:

1. Ramon Gonzales
2. Jesse Montano
3. Claudia Camarena

NO NEGATIVE NOTIFICATION WILL BE MADE, AS VACANCIES ON COMMISSIONS ARE NOT PREDICTABLE AND THE CITY COUNCIL WOULD LIKE TO BE ABLE TO KEEP YOUR APPLICATION ON FILE FOR CONSIDERATION IN THE FUTURE. YOUR APPLICATION WILL BE RETAINED ON FILE FOR TWO (2) YEARS.

I am willing to fulfill all requirements of a Citizen Commissioner or Board Member.

- I am willing to file financial disclosure statement (Form 700) a public record, as required by the State and the City's Conflict of Interest Code.
- I am willing to attend/complete the required two hours of State mandated Ethics training every two years.
- I understand continued absences or failure to file a Statement of Economic Interest may be grounds for dismissal/automatic removal from office (Sec. 2-3, Code of the City of El Centro).

I hereby certify under penalty of disqualification and termination that I agree to all requirements mentioned above, and have provided correct and truthful information on this application.

Signature: _____

Date: 4/27/2025

PLEASE NOTE: Any information appearing on this application will be of public record and your application may appear on the City of El Centro website (internet). If you do not wish for your application to be placed on the website (internet), please notify the City Clerk's Office.

Please return this application along with any supplemental sheets to the Office of the City Clerk, City Hall, 1275 Main Street, El Centro, CA 92243. Any questions, related to the application, please contact City Clerk's Office at 760-337-4515.



RCVD CITY CLERK'S
APR 29 2025 AM 10:09

City of El Centro
1275 Main Street, El Centro, CA 92243
(760) 337-4515

APPLICATION FOR APPOINTMENT TO CITIZENS' BOARDS/COMMISSIONS

This application is a public document

Name: Rosalind P Guerrero Phone Number: _____

Residence Address: _____

Mailing Address (if different than above): P.O. Box 1441, El Centro, CA 92244

Contact Email: rozalindg54@gmail.com

Employer: retired Position: _____

Business Address: _____ Business Phone: _____

Are you a resident of El Centro? Yes ☒ No _____ If yes, how long? 65 yrs

Please indicate the Citizen Board/Commission that you are interested in serving on. If you are interested in more than one board/commission, please indicate your preferences in order (1st, 2nd, 3rd choice).

_____ **Building Board of Appeals** (No residency requirement)

_____ **Board of Trustees – ECRMC** (No residency requirement, qualifications criteria required)

_____ **Library and Community Services Board – Voting Member** (Must be registered voter of El Centro)

_____ **Library and Community Services Board – Non-Voting Member** (Must be register voter of El Centro)

_____ **Imperial Valley Housing Authority** (No residency requirement)

☒ **Personnel Appeals Board** (City resident)

_____ **Planning Commission** (City resident or live within sphere of influence)

Please note that resumes will not be accepted in lieu of this application. Information concerning a particular commission is available from the City Clerk's Office on request, telephone (760) 337-4515.

Education Background:

Bachelors of Science Public Administration

Please list any special skills, civic or community involvement or memberships, interests, past El Centro

Citizen Commissions you have served on, etc: (Use additional pages, if you desire.)

Retired human resources professional, Volunteer: AARP Tax
Aide Foundation income tax consultant, Member of Woman's
Improvement Club of Calexico, I. V. Quilters Quild.

Additional comments: (Use additional pages, if you desire)

retired in 2018 from public employment after 39 years of
service with the communities of Imperial County, having held
various administrative positions.

Please list three local references:

1. Angelia Gaddis
2. Bamana Dillon
3. Carmela Ruiz

NO NEGATIVE NOTIFICATION WILL BE MADE, AS VACANCIES ON COMMISSIONS ARE NOT PREDICTABLE AND THE CITY COUNCIL WOULD LIKE TO BE ABLE TO KEEP YOUR APPLICATION ON FILE FOR CONSIDERATION IN THE FUTURE. YOUR APPLICATION WILL BE RETAINED ON FILE FOR TWO (2) YEARS.

I am willing to fulfill all requirements of a Citizen Commissioner or Board Member.

- I am willing to file financial disclosure statement (Form 700) a public record, as required by the State and the City's Conflict of Interest Code.
- I am willing to attend/complete the required two hours of State mandated Ethics training every two years.
- I understand continued absences or failure to file a Statement of Economic Interest may be grounds for dismissal/automatic removal from office (Sec. 2-3, Code of the City of El Centro).

I hereby certify under penalty of disqualification and termination that I agree to all requirements mentioned above, and have provided correct and truthful information on this application.

Signature:

Date:

April 29, 2025

PLEASE NOTE: Any information appearing on this application will be of public record and your application may appear on the City of El Centro website (internet). If you do not wish for your application to be placed on the website (internet), please notify the City Clerk's Office.

Please return this application along with any supplemental sheets to the Office of the City Clerk, City Hall, 1275 Main Street, El Centro, CA 92243. Any questions, related to the application, please contact City Clerk's Office at 760-337-4515.

Rosalind P. Guerrero

2231 Wensley Avenue, El Centro, CA (760) 554-1193 rozalindg54@gmail.com

Experience

Human Resources/Risk Manager

City of Calexico
2010 to 2018

Manage a centralized human resources office including workers compensation, return to work program, and health benefits for 170+ employees. Plan, organize, and direct activities and services and operations of the department. Coordinate employee leaves of FMLA, workers compensation, military leave, pregnancy leave, etc. Develop and implement policies to reduce claims against the city and on the job injuries. Provide support to city administration in labor negotiations. Prepare annual budget. Monitor and oversee recruitment, selection and evaluation procedures. Maintain position classification system. Identify and schedule training programs. Counsel employees, supervisors, and directors regarding discipline, complaints, HR practices, and working conditions.

Redevelopment & Economic Development Director

City of Calexico
2003 to 2010

Under direction of the City Manager. Manage and direct the Redevelopment Agency, economic development, community development, and housing programs. Manage a staff of eight (8) employees. Plan, organize, direct, monitor and evaluate department activities. Prepare and oversee \$11.0 million annual budget with revenue sources of tax increment, bond financing, State and Federal grants. Administration of the State Enterprise Zone & Manufacturing Enhancement Area programs, Foreign Trade Zone, Commercial Revolving Loan, Storefront and Sign programs, community development, housing, and transportation projects. Develop funding proposals to State & Federal agencies, review and analyze legislation. Participate in the formation of Community Facility Districts for new commercial and residential developments. Perform duties of Acting City Manager in the absence of the City Manager. Represent city on various boards and committees.

Assistant to the City Manager/Project Manager

City of Calexico
1993 to 2003

Assist the City Manager in management and administration of projects and programs; coordinated activities and follow up of assignments to departments. Duties include but are not limited to development of administrative policies and procedures; perform financial project analysis. Preparation of Agenda Staff reports. Review of funding sources to determine project feasibility and application submittals; represent City Manager at meetings, boards and commissions in his/her absence. Perform duties of Acting City Manager in the absence of the city manager. Administration of the U. S. D. A. Enterprise Community

program projects. Administration and management of State Park Grants and CDBG Colonia infrastructure improvements; review and certification of prevailing wage projects.

PVEA Coordinator

City of Calexico

1993 to 1996

Established and managed the city's grant program funded under the Petroleum Violation Escrow Account (PVEA) to provide Senior Citizens and the disabled Dial-A-Ride transit services. Developed budget, policies and procedures. Recruited and trained personnel, procured equipment for provision of services. Outreach and marketing of the program.

Administrator

Community Economic Development Department

Imperial County

1986-1993

Administer County's Community and Economic Development programs consisting of State Community Development Block Grant (CDBG); U. S. Department of Commerce, Economic Development Administration (EDA). Administration of commercial revolving loan program and housing rehabilitation program. Assisted in the 1990 U S. Census demographic information, research, and development of County Supervisor's redistricting for Imperial County.

Education

Bachelor of Science, Public Administration

University of Phoenix, Phoenix, AZ

**Professional
Certificates**

National Development Council Finance Professional

CETY's University Economic Development Institute

References

Available on request

Rosalind P. Guerrero