

Agenda Item No. H-2

DATE SUBMITTED 5/8/2019  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 5/15/2019

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:	
1. APPROVAL OF MOU WITH THE IMPERIAL SCHOOL DISTRICT AND RELINQUISHMENT OF A SEGMENT OF McCALL DRAIN No 5	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY:	
<p>The Imperial School District and the City of Imperial have worked very closely in order to underground a portion of the McCall Drain No 5 at the Cross Elementary site. District will pay all costs associated with design, construction, operation and maintenance of the undergrounded School Drain in accordance with all applicable requirements including, but not limited to, IID and City. Such work shall begin upon execution of this agreement and shall be diligently pursued to completion. It is understood that construction cannot begin until IID abandons and City accepts the School Drain. Surface use of the area over the undergrounded School Drain shall be in accordance with City and IID requirements as well as requirements of the Department of State Architect.</p> <p>The open drainage facility known as McCall Drain Number 5 ("Drain") traverses the northern boundary of the School from its western to eastern boundaries for approximately 600 feet before continuing eastward and is depicted on "Exhibit A"</p>	
FISCAL IMPACT:	ADMIN SERVICES SIGN INITIALS <u>[Signature]</u>
STAFF RECOMMENDATION: Staff Recommends City Council give direction to accept the MOU with the Imperial school district and relinquishment of McCall Drain No 5	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>[Signature]</u>
MOTION:	
SECONDED:	APPROVED ( ) REJECTED ( )
AYES:	DISAPPROVED ( ) DEFERRED ( )
NAYES:	
ABSENT:	REFERRED TO:

# IMPERIAL UNIFIED SCHOOL DISTRICT

Bryan Thomason, Superintendent

Imperial High School  
(760) 355-3220

Imperial Avenue Holbrook School  
(760) 355-3207

Frank Wright Middle School  
(760) 355-3240

ADMINISTRATION OFFICE

219 North "E" Street

Imperial, California 92251-1176

(760) 355-3200

FAX (760) 355-4511

web site: <http://imperialusd.org>

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

Ben Hulse Elementary School  
(760) 355-3210

Mr. Stefan Chatwin  
City Manager  
City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251

RE: Memorandum of Understanding acceptability and cooperation.

Mr. Chatwin,

I am in receipt of the above-mentioned MOU. Among the requirements of the MOU are the responsibilities of the Imperial Unified School District to perform, construct, operate and maintain the McCall Drain Number 5 underground portion in the northerly 100 feet of the Cross Elementary School site. I also recognize that the MOU calls for ownership of the McCall Drain Number 5 facilities to transfer from the Imperial Irrigation District to the City of Imperial. It is my wish that we proceed with this project in order to facilitate Cross Elementary School opening for the first time to the students of Imperial Unified School District in August 2019.

As mentioned, the timeline for this project is rather sensitive, and I am requesting prompt action so that we may facilitate the goals of Imperial Unified School District on behalf of the community that we both serve. If there are any questions or details you would like to include me in, please feel free to contact me, or our representatives at Sanders, Inc. Architecture and Engineering, so that we may comply with this sensitive timeline.



Bryan Thomason, Superintendent  
Imperial Unified School District



Date

## BOARD OF TRUSTEES

David Ross

Victor Lopez

Abdul Mohamed

John Denault

Jill Tucker

# Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the date set forth below by and between the City of Imperial, a municipal corporation of the State of California ("City") and the Imperial Unified School District ("District").

## RECITALS

- A. The District is constructing an elementary school at a location referred to as Cross Elementary School ("School"); and
- B. The School site is depicted on the attached Exhibit A; and
- C. An open drainage facility known as McCall Drain Number 5 ("Drain") traverses the northern boundary of the School from its western to eastern boundaries for approximately 600 feet before continuing eastward and is depicted on Exhibit A; and
- D. The Drain is owned and operated by Imperial Irrigation District ("IID"); and
- E. The City operates a manhole whose common location is referred to as the northerly limits of Cross Street and the Bratton Subdivision ("Manhole"); and
- F. The Manhole currently receives storm water from residential developments known as El Paseo Subdivision and Bratton Subdivision; and
- G. The Manhole is connected to the Drain; and
- H. District wishes to underground that portion of the Drain which is located on the School and thereafter operate and maintain that undergrounded portion of the Drain ("School Drain"); and
- I. Imperial Irrigation District ("IID") will allow the School Drain to be undergrounded but only if City accepts an abandonment of the School Drain by IID; and
- J. City does not object to the undergrounding of the School Drain and will accept the abandoned School Drain from IID so long as it may continue to utilize the School Drain to convey storm water from El Paseo Subdivision, Bratton Subdivision and such other areas as originally designed and intended; and
- K. Further, District agrees to pay all costs associated with undergrounding and pays all costs associated with operation and maintenance of the undergrounded School Drain; and
- L. Further, District releases City from any claims it might have arising from the undergrounding, operation and maintenance of the School Drain and agrees to indemnify, defend and hold City harmless from any third party claims arising from undergrounding, operation and maintenance of the School Drain; and
- M. IID will continue to own, operate and maintain that portion of McCall Drain Number 5 other than the portion on the School site.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. District Responsibilities:

a. District will pay all costs associated with design, construction, operation and maintenance of the undergrounded School Drain in accordance with all applicable requirements including, but not limited to, IID and City. Such work shall begin upon execution of this agreement and shall be diligently pursued to completion. It is understood that construction cannot begin until IID abandons and City accepts the School Drain. Surface use of the area over the undergrounded School Drain shall be in accordance with City and IID requirements as well as requirements of the Department of State Architect.

b. District releases City from any claims it might have arising from the undergrounding, operation and maintenance of the School Drain and agrees to indemnify, defend and hold City harmless from any third party claims arising from undergrounding, operation and maintenance of the School Drain.

2. City/IID Responsibilities/Access:

Upon execution of this agreement, City will cooperate with IID and District to accept ownership of the abandoned School drain from IID. City may continue to utilize the School Drain to convey storm water from El Paseo Subdivision, Bratton Subdivision and such other areas as originally designed and intended. City and IID shall have access to the undergrounded School Drain upon giving not less than 24 hours' notice to District except in the case of emergency in which case notice will be given as soon as reasonably practicable.

3. Notices:

Any written communication related to this MOU will be provided to the Parties at the following addresses:

City:

City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251  
Attn: City Manager

Imperial Unified School District:

Administration Office  
219 North "E" Street  
Imperial, California 92251  
Attn: Superintendent

General Provisions:

There is no agency relationship between the parties. The employees of each party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing party.

Except as specifically set forth herein, any internal, in-house or administrative costs or expenses incurred by any party related to that party's obligations under this MOU shall be the sole responsibility of the party incurring said costs and expenses.

This instrument and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

City of Imperial

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Imperial Unified School District

By: *[Signature]*

4/30/19

Attest: *[Signature]*

4/30/19



# IID

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**RECEIVED**

**APR 16 2019**

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April 10, 2019

Mr. Stefan T. Chatwin, City Manager  
City of Imperial  
420 South Imperial Avenue  
Imperial, CA. 92251

Dear Mr. Chatwin:

**Subject: Cross Elementary School; Section of McCall Drain No. 5 Abandonment**

This letter is in response to Imperial Unified School District requesting IID to relinquish a portion of McCall Drain No. 5 and its O&M responsibilities along the Cross Elementary School property to the city. Refer to IID's March 4, 2019 response letter to Sanders Inc. (copy attached).

The Imperial Unified School District is currently conducting the construction activities for Cross Elementary School. This project is located on the east side of Cross Road, approximately one-quarter mile north of Aten Road within Tract 98, southwest quadrant of Section 20, T.15S., R.14E., SBM.

Imperial Irrigation District will abandon a section of McCall Drain No. 5 located along the north side of the school site project, upon the request by the City of Imperial. The subject section of McCall Drain No. 5 lies within city limits and serves an urban area within the city limits (Bratton Subdivision). This section of drain located along the school property has no agricultural drainage connections.

Construction of the Cross Elementary School project is currently impacting IID's ability to access, operate, and maintain McCall Drain No. 5 in the area. These impacts would ordinarily necessitate relocation and/or pipelining of the drain by IID, in accordance with IID requirements, at the city's expense. However, IID's abandonment of the subject section of the drain would relieve IID of operation and maintenance responsibility and liability for the drain facility. Moreover, city acceptance of the subject drain section will allow the facility to be relocated, pipelined, or modified in conformance with improvements and services the city or school has planned for the area.

Accordingly, IID requests the city execute and notarize the enclosed Facilities Abandonment Agreement in order that the city may take ownership of the subject section of McCall Drain No. 5. Once executed and notarized by your city, please return to this office, and the agreement will be brought to the IID Board for final executed copy to be returned for your records.

Mr. Stefan T. Chatwin  
April 10, 2019  
Page 2

Should you have any questions or concerns please contact Juan Maturino, assistant engineer, at (760) 339-9893 or via electronic mail at [jcmaturino@iid.com](mailto:jcmaturino@iid.com), at your earliest convenience to discuss IID's proposal.

Sincerely,



Ismael Gomez, P.E.  
Assistant Manager/Chief Civil Engineer  
Engineering Services

Attachments

JM:cm

cc: Vance Taylor, Counsel Assistant, Legal  
Randall Gray, Right-of-Way Agent II, Real Estate  
Henry Dollente, Assistant Manager Division Operations, Water

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

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

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

That portion of McCall Drain No. 5 as now constructed, including the existing 12-inch diameter pipe discharging from Cross Road, the existing earthen channel extending east from the storm drain 12-inch diameter outlet pipe, for a total length of 600 feet, all of which are located in the North (80) feet of the West (600) feet of the North Half of Tract 98, T.15.S, R.14.E. (As reflected in Preliminary Exhibit, attached hereto and hereby incorporated by this reference).

- 2.0 City Acceptance: City, accepts the aforementioned facilities and, as of the Effective Date, assumes ownership of the abandoned portion of McCall Drain No. 5 described in paragraph 1.0 of this Agreement.
- 3.0 Successors and Assigns: This Agreement shall bind and inure to the benefit of the Parties and their respective successors, successors-in-title and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors, successors-in-title and permitted assigns.

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

IMPERIAL IRRIGATION DISTRICT

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

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

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

CITY OF IMPERIAL

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

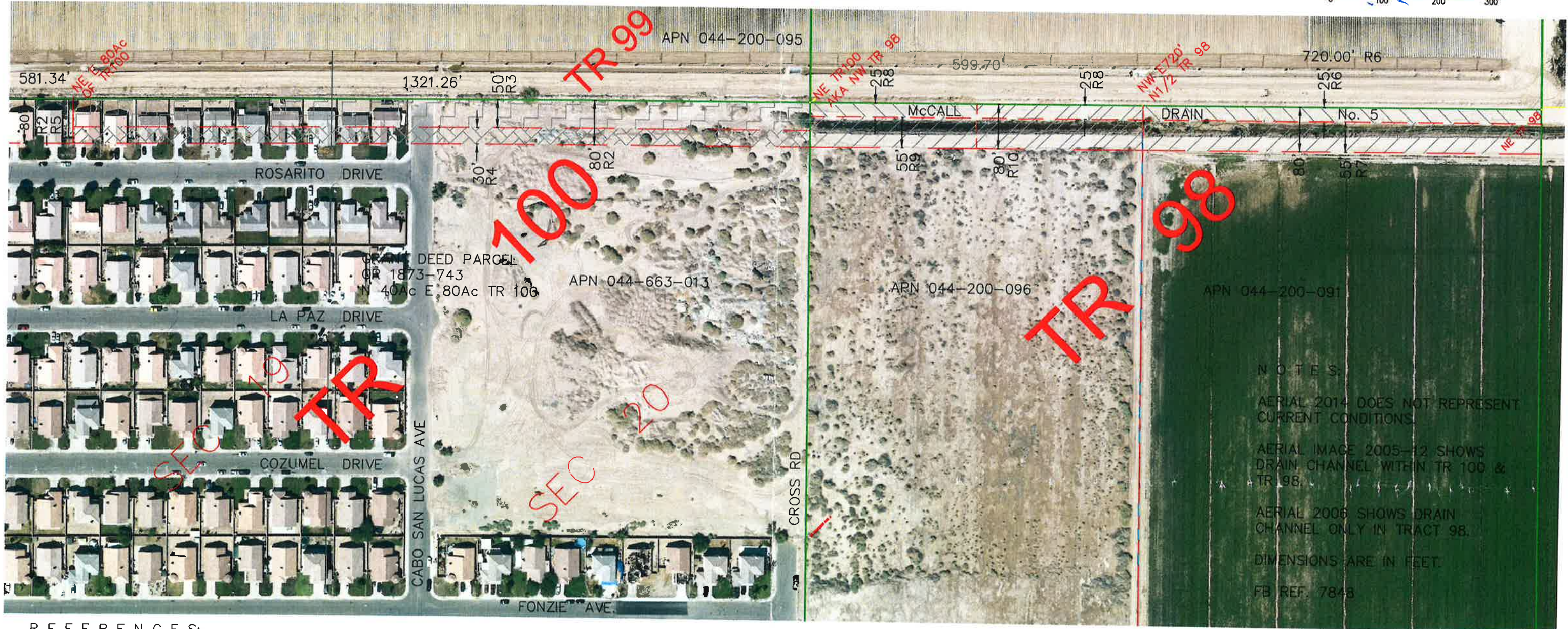
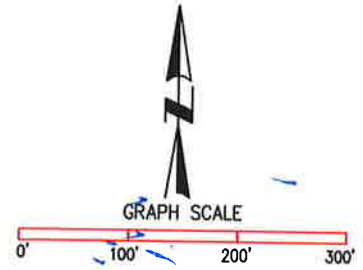
Name: \_\_\_\_\_

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



PRELIMINARY EXHIBIT  
 McCALL DRAIN No 5  
 ABANDONMENT OF EASEMENTS, AND  
 R/W ACROSS TRACTS 98 AND 100  
 SECTION 20, T15S, R14E, SBM  
 JANUARY 24, 2019

LEGEND  
 --- R/W LINE  
 --- TRACT LINE  
 --- SECTION LINE



NOTES:  
 AERIAL 2014 DOES NOT REPRESENT CURRENT CONDITIONS.  
 AERIAL IMAGE 2005-12 SHOWS DRAIN CHANNEL WITHIN TR 100 & TR 98.  
 AERIAL 2006 SHOWS DRAIN CHANNEL ONLY IN TRACT 98.  
 DIMENSIONS ARE IN FEET.  
 FB REF. 7843

REFERENCES:

ACROSS NORTH OF TRACT 100 (FM 22-68/70)

- R2 LS10-78, IID LS-0084 DRAIN R/W NORTH 80' OF TR 100
- \*R3 EASEMENT GRANTED TO IID, O.R. REC'D 12-4-1939, BK 536, PG 162.
- \*R4 EASEMENT GRANTED TO IID, O.R. REC'D 11-2-1943, BK 611, PG 71.
- \*R5 EASEMENT GRANTED TO IID, O.R. REC'D 03-29-1947, BK 675, PG 77.

ACROSS THE EAST 720' OF N1/2 OF TRACT 98. (PM 12-91/92)

- \*R6 EASEMENT GRANTED TO IID, O.R. REC'D 08-14-1936, BK 360, PG 129
- \*R7 EASEMENT GRANTED TO IID, O.R. REC'D 10-29-1943, BK 612, PG 22

ACROSS WEST 600' OF N1/2 OF TRACT 98 (PM 13-55/56)

- \*R8 EASEMENT GRANTED TO IID, O.R. REC'D 08-14-1936, BK 360, PG 129
- \*R9 EASEMENT GRANTED TO IID, O.R. REC'D 08-30-1943, BK 612, PG 22
- \*R10 EASEMENT GRANTED TO IID, O.R. REC'D 09-24-2010, DOCT# 2010-024137

\*NOTE: REFERENCE PROVIDED BY IID RE

\*R11 QUITCLAIM DEED. ABANDONMENT OF EASEMENTS R3, R4 AND R5, AFFECTIN PORTION OF E1/2 OF TRACT 100, DOC# 2006-001762 DATED 1-11-2006.



# IID

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March 04, 2019

Mr. Todd Dial, PLS  
Sanders, Inc.  
1102 Industry Way, Suite A  
El Centro, CA 92243

Dear Mr. Dial:

**Subject: Cross Elementary School; Relinquishment of a Segment of McCall Drain No. 5**

This letter is in response to your meeting with water engineering staff held at the IID headquarters in Imperial on February 14, 2019 regarding the Cross Elementary School project. The school is located on the east side of Cross Road, approximately one-quarter mile north of Aten Road within Tract 98, southwest quadrant of Section 20, T.15 S., R.14 E., SBM.

The meeting covered the specific issues related to McCall Drain No. 5 which is located along the north side of the school site. It is IID's understanding that City of Imperial drainage from the adjacent Bratton Subdivision is directed to the McCall Drain No. 5 via an underground storm drain system that lies under Cross Road and then outlets to the drain with a 12" diameter pipe.

It is also IID's understanding that the Imperial Union School District would like for IID to relinquish a portion of this drain and its O&M responsibilities along the Cross Elementary School property to the city. This would allow the school to coordinate with the city on the undergrounding of this segment of open drain at their own schedule and direction, and to be able to utilize the area above the future pipeline for school purposes.

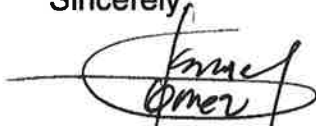
Please be advised of the following comments:

1. The school district will need to coordinate with the city to ensure the O&M responsibility of the pipelined drain and its flows will be addressed.
2. IID will need a letter from the City of Imperial requesting the quitclaiming or relinquishment of this segment of the drain.
3. After the letter is provided and approved by the Board of Directors, IID will process the relinquishment of this segment of the drain.

4. After the relinquishment process is completed, the city will be solely responsible for the O&M of this segment of the drain.
5. The city will need to apply for and obtain an IID encroachment permit for the outlet discharge of the pipeline to the remaining IID McCall Drain No. 5. The storm water discharge connection shall be constructed in accordance with IID Standard Drawing No. 12F-6855, sheet 5 of 7 included in the developer guide and provided as an attachment.

Should you have any questions or need any additional information, please do not hesitate to contact Juan Maturino, assistant engineer at (760) 339-9893 or via electronic mail at [jcmaturino@iid.com](mailto:jcmaturino@iid.com).

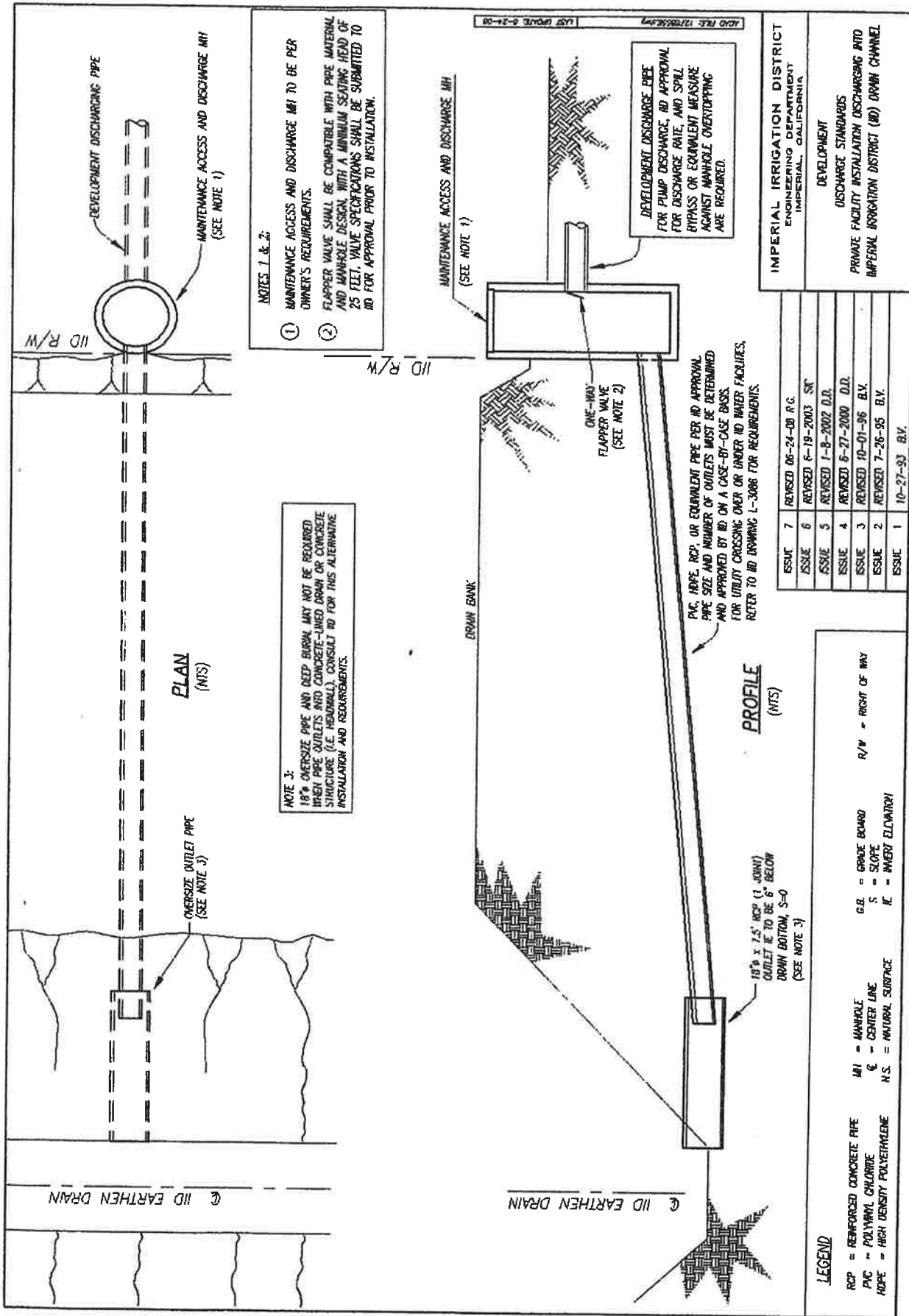
Sincerely,



Ismael Gomez, P.E.  
Assistant Manager/Chief Civil Engineer  
Water Department

Attachments  
FF:cm

Cc:  
Stefan T. Chatwin, City Manager, City of Imperial  
Henry Dollente, Assistant Manager Division Operations, Water  
Richard Sinclair, Superintendent, Drainage  
Randy Gray, Right-of-Way Agent II, Real Estate



SH. 5 OF 7

DWG. NO. 12F-6855