

Heber Public Utility District

Report to the Board of Directors

Date: April 21, 2022
From: Laura Fischer, General Manager
Subject: General Managers Report to Board of Directors

HPUD ADMINISTRATION

Office OPEN to Public Access – Staff work hours

HPUD staff are back to full schedule. Our office is open to the public starting May 1, 2022.

HPUD Events and Newsletter

Please check out the Recreation Report in our Operations Report on the agenda. We have two upcoming Mothers' Day Events at Tito Huerta Park. One on Friday, May 6th and the other on Saturday, May 7th.

HPUD Board Member - Mandatory Training

AB 1234 training link:

<https://members.csd.net/imis1/ItemDetail?iProductCode=WEB2022ETHICS>

Harassment Training link:

<https://members.csd.net/imis1/ItemDetail?iProductCode=WEB2022SHP>

If you have difficulty accessing these training links, please contact me or Raquel. Please print the certificate of completion for the training and provide it to Raquel.

AB1234 and Harassment training must be completed every two years, and all of our Board Members need to take the training this year.

HPUD OPERATIONS

Sewer Department

Sewer Main Line (36") Cleaning

The District engaged CV Pipelines to clean our large 36" sewer line that runs down Correll Road. They cleaned the large line on Correll from Oak to Pitzer as well as our Regional Pump Station.

Manhole Repair Project

The manhole repair project is included in our Capital Improvement Project List to be completed in FY 2022-23, however the engineering, design, and bidding cost are included in this Fiscal Year's Capital Improvement Project Budget and in our adopted Reserve Resolution. When CV Pipeline cleaned the main 36" line along Correll Road, they found several manholes lining that was bubbling, falling into the sewer, or just missing. The lining is important to protect the manholes from decay from the sewer gasses. When the linings fall into the sewer, it can partially block the sewer flow and cause oils (collecting on top of sewer flows) to be backed up, which
Memo to BOD 04/21/2022

causes odors and blockages. When they completely fall into the sewer they slow the flow and end up causing our pumps at the regional pump station to plug up or fail.

Repairing these manholes is an important part of maintaining our sewer collection system and protecting the operations at our regional pump station and wastewater treatment plant. I have attached the report on the manholes that we need to have repaired, which was prepared by Francisco Rodriguez, along with the engineer's probable cost estimate for your consideration.

The manholes along Correll Road are large and very deep and our cost estimate reflect these conditions. The cost per manhole is estimated at a higher cost than previous projects as for this reason, and because of the recent surge in construction related costs.

Our plan is to submit the project out for bid with all of the manholes on the list included. It should take 2-3 weeks to get the bid out. It will take about 6-8 weeks for the bids to be returned and the cost analysis complete. With this schedule the award for construction of the project should be on your July board meeting agenda.

Wastewater Treatment Plant Regulatory Inspection

The Regional Water Quality Control Board performed a site inspection at our wastewater treatment plant. There were no findings and the RWQCB will be submitting a formal report to HPUD in the next couple of months.

NPDES Permit Renewal

The HPUD is in the process of renewing our National Pollutant Discharge Elimination System permit. The Regional Water Quality Control Board has submitted to HPUD a draft permit. We have a couple of weeks to review prior to the Regional Board considering approval at their May 10th meeting. Staff is reviewing the details of the permit.

Repairs to the Aeration System

Staff will be making additional repairs to our aeration system which will require that we put into service our abandoned race track system. We want to ensure that our system is not pushed out of balance as we need to drain, clean and repair one of the aeration wheels. During the hotter months there is a greater risk of a plant upset with only one train in operation. If we are able to get parts and supplies needed, the aeration system should be back in service within a couple of months.

Water Department

Scheduled Plant Repairs

The repairs to remove and replace a coupling in our distribution system was performed during the middle of the night on Tuesday, March 29th and early morning of Wednesday, March 30th. Our water pressure was maintained by a by-pass and HPUD kept our system's pressure above 20psi at all times. There were no customer complaints.

Clarifier #1 Repairs

As you know in December 2021 the HPUD Board approved some major repairs to the water treatment plant clarifier #1. The repairs included purchasing the parts and the contracting with WesTech to make the repairs and install parts.

The parts have been ordered and should arrive by July 10, 2022. After the parts are in, Westech will send a crew to remove the media and underdrains. The project will take several weeks to complete.

There is some concern that the surface area under the underdrains will need to be treated and coated. Westech will inspect the area after the underdrains are removed. Should these repairs be needed the cost estimate to sand blast clean and paint the surface under the underdrains is \$105,100. This amount will be included in the capital improvement project and budget for FY 2022-23. The quote is attached to this report. Additionally as Clarifier #1 is the same age as Clarifier #2 we will also include the cost to repair Clarifier #2 in the budget. Staff will be looking at various grant options for these plant repair projects.

Finance Department

Account Shut Off for January 2022

As you know we implemented the late fee and shut offs in January 2022. As a result, the shut off day for nonpayment in January was Friday March 25th. We issued a 2 day shut off notice to 7 customers; 5 of them paid before the end of business on Friday and water service was promptly restored. The other two customers' water service was turned back on (without payment) on Friday at 4:30pm. This was done because we didn't want anyone to be without water all weekend. One of the two customers paid on Monday morning. The other had a balance of \$1,059 and worked with HPUD to make a payment and be put on a payment schedule.

Aging Report – Past Due

There are 144 accounts that are currently two months past due. There are 74 accounts that are currently three months past due. There are 27 accounts that are four months past due, and there are 15 accounts four months or more past due.

Payment Arrangements

Of the 144 past due accounts, we have 35 customers on payment arrangements.

Developer Update

Miraluz Development

The Miraluz development project went before the County Planning Commission on Wednesday, April 13th. The agenda and backup is attached for your consideration. The Planning Commission approved the lot split and the project will be scheduled to go before the Board of Supervisors for final approval soon.



Rehabilitate WesTech® MicroFloc® Trident® TR840A

Heber, California

Owner



1078 Dogwood Rd, Suite 103
Heber California

Quote Provided by

David Mortensen
801.290.1877
dmortensen@westech-inc.com

Chris Perry
801.290.6448
cperry@westech-inc.com

WesTech Represented by

MiscoWater
Alex Cali
27101 Burbank, Suite B
Foothill Ranch, California
707.953.1174
acali@miscowater.com

WESTECH

WesTech Proposal: 2299020.2
Date: 6 March 2022



Refurbish WesTech® Microfloc® Trident® TR-840A Clarifier and Filter

Scope of Supply

WesTech shall refurbish one (1) WesTech® Microfloc® Trident® TR-840A Clarifier and Filter, Serial No. MF 110209 at Heber PUD in Heber, California.

Scope of Work

Item	Value/Description	
Mobilize	Provide manpower, supervision, specified parts, tools, and equipment to refurbish the equipment.	
Remove Filter Media	Remove and dispose the WesTech proprietary media from the clarifier: the anthracite, sand, and garnet from the filter.	
Remove Underdrain Parts	Remove the underdrain parts from filter.	
OPTION	Blast/Clean the tank	Find & repair any interior tank surface corrosion that poses potential leak issues. WesTech can either provide a near-white sand blast (SPC10) or a bristle-brush cleaning of the interior of the tank to prepare it for the new paint coating. Both methods will be quoted.
	Paint the Tank	Paint the interior of the tank with a coating that complies with the AWWA's D102-06 standard for an interior coating system, and certified in accordance with NSF61, which includes: <ul style="list-style-type: none"> • One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT) • One (1) finish coat Tnemec Series N140-15BL Tank White Pota-Pox Plus (5.0-8.0 mils DFT)
Install Filter Underdrain with Certain Parts Replaced	Reinstall the underdrain parts. The following parts will be replaced with new: <ul style="list-style-type: none"> • Underdrain block with shield (66) • Block plenum with shield (11) • Partial block with shield (11) • Multiblock plug end (22) • Sealing grommet (11) • Adhesive Sealant – 10oz tube (60) 	

Install New Media in the Filter	<p>WesTech will provide all new filtration media. The following amounts will be installed:</p> <ul style="list-style-type: none"> • 75 ft³ MS-21 Garnet in the Filter • 225 ft³ MS-18 Silica Sand in the Filter • 430 ft³ MS-4 Anthracite in the Filter
Startup the Unit	

Estimated Refurbishment Schedule	
Week 1	<ul style="list-style-type: none"> • Mobilize • Remove Filter Media • Remove Underdrain Parts
Week 2	<ul style="list-style-type: none"> • (OPTION) Blast/Clean tank
Week 3	<ul style="list-style-type: none"> • (OPTION) Paint the tank interior
Week 4	<ul style="list-style-type: none"> • (OPTION) Paint curing time
Week 5	<ul style="list-style-type: none"> • Reinstall Filter Underdrain with Certain Parts Replaced • Install New Media in the Filter
Week 6	<ul style="list-style-type: none"> • Underdrain cure time • Startup the Unit

Items Not Included in WesTech’s Base Scope of Supply

- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves, pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure

water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters.

- Interconnection wiring and conduit
- Cathodic protection systems
- All chemical feeders, feed lines, chemicals, tanks, labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors (other than listed in scope above), concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment, supports for controls
- SCADA System
- All pumps, air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Warranty

One (1) year.

This proposal has been reviewed for accuracy and is approved for issue:

By: *David F. Mortensen*

Date: 6 March 2022

Commercial Proposal

Quote Name: Heber PUD

Proposal Number: 2299020.2

Date: 6 March 2022

WesTech Reference Project #: MF110209

1. Bidder's Contact Information

Company Name	WesTech Engineering LLC
Contact Name	David Mortensen
Phone	801.290.1877
Email	dmortensen@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency		US Dollars
Scope of Supply		
Refurbish WesTech® Microfloc® Trident® TR-840A Filter	TOTAL	\$ 181,480
	Parts & Filtration Media	\$ 98,480
	Refurbish Equipment, Labor, Per Diem	\$ 83,000
OPTION ADDER: Bristle Brush Clean & Paint		\$ 84,700
OPTION ADDER: Sand Blast Clean & Paint		\$ 105,100

Prices are valid for a period not to exceed 15 days from date of proposal.

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.) **Not Included**

3. Payment Terms

Parts & Media: Net due 30 days after shipment	100%
Installation: Net due 30 days after completion	100%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

The estimated time to shipment of parts and filter media after a purchase order is received.	16 weeks
Estimated time for installation.	3-6 weeks

5. Freight

FOB Shipping Point, with the freight cost to the jobsite prepaid by WesTech and added to the invoice.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. Specifications:** WesTech Engineering LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
- 2. Items Included:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
- 3. Parties to Contract:** WesTech Engineering LLC is not a party to or bound by the terms of any contract between WesTech Engineering LLC's customer and any other party. WesTech Engineering LLC's undertakings are limited to those defined in the contract between WesTech Engineering LLC and its direct customers.
- 4. Price and Delivery:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering LLC of any liability for shipping damages or shortages.
- 5. Payments:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
- 6. Payment Terms:** Credit is subject to acceptance by WesTech Engineering LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering LLC until such payment has been received.
- 7. Escalation:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering LLC that occur in the time period between quotation and shipment by WesTech Engineering LLC. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a)** The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

- (b)** Price revision for items furnished to, and not manufactured by WesTech Engineering LLC, which exceed the above escalation calculation, will be passed along by WesTech Engineering LLC to Purchaser based upon the actual increase in price to WesTech Engineering LLC for the period from the date of quotation to the date of shipment by WesTech Engineering LLC. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
- 8. Approval:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering LLC supplying any equipment shall be such complete approval.
- 9. Installation Supervision:** Prices quoted for equipment do not include installation supervision. WesTech Engineering LLC recommends and will, upon request, make available, at WesTech Engineering LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering LLC or installed in accordance with WesTech Engineering LLC's instructions, and inspected and accepted in writing by WesTech Engineering LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering LLC personnel in making adjustment or changes must be paid for at WesTech Engineering LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering LLC will supply the safety devices described in this proposal or shown in WesTech Engineering LLC's drawings furnished as part of this order but excepting these, WesTech Engineering LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

- 10. Acceptance of Products:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
- 11. Taxes:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
- 12. Title:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering LLC may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering LLC for failure to ship or deliver on such dates.

WesTech Engineering LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering LLC's reasonable control and occurring at a location other than WesTech Engineering LLC or its supplier's shipping points, WesTech Engineering LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING LLC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering LLC needed information, assistance, and authority to enable WesTech Engineering LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering LLC's request. The foregoing states the entire liability of WesTech Engineering LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering LLC assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering LLC encourages the Purchaser to order these components without primer.

WesTech Engineering LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering LLC without WesTech Engineering LLC's prior written permission. Said permission may be withheld by WesTech Engineering LLC at its sole discretion.

20. Backcharges: WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC employee, by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

26. Arbitration Negotiation: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Manhole Lining Project

By Cande & Matt

Manholes in this report are all West of the Wastewater Regional Pump Station, these have been cleaned by CV Pipeline. Most if not all liner bottoms are completely gone and need to be redone, liner that has fallen into the sewer pipe is causing material to pile up behind it, restrict flow and cause foul odor.



Manhole 1



Depth- 17ft Bubbling in liner/ bottom liner is gone and disrupting flow

Manhole 2



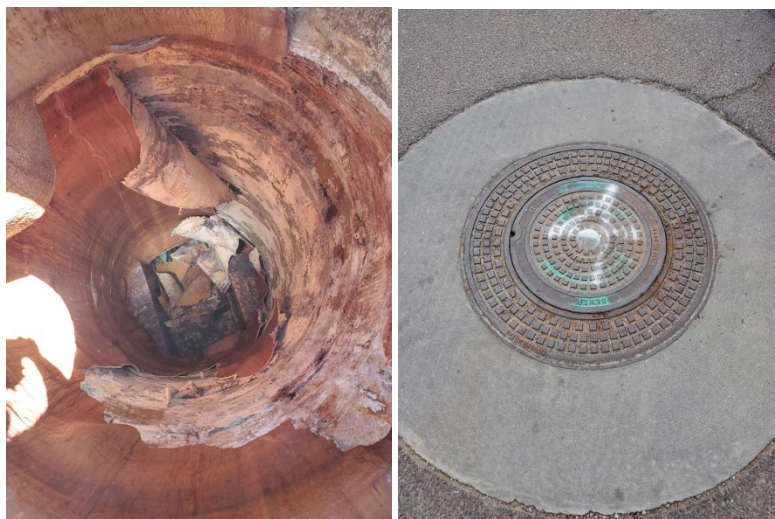
Depth- 17ft Bottom of liner is gone and disrupting flow

Manhole 3



Depth- 18ft Liner deteriorating/ collar deteriorating

Manhole 4



Depth- 14ft complete liner failure and disrupting flow

Manhole 5



Depth- 16ft Complete liner failure, disrupting flow. Collar and concrete deteriorating.

Manhole 6



Depth- 17ft Liner bubbling and deteriorating

Manhole 7



Depth- 20ft Bottom of liner is gone, collar is deteriorating

Manhole 8



Depth- 22ft liner is deteriorating and a lot of corrosion from gases. (Entrance to Regional Lift Station)

Manhole 9



Depth- 21ft Bubbling in liner and missing liner at the bottom

Manhole 10



Depth- 21ft Bubbling in liner, bottom of liner is gone

Manhole 11



Cannot open manhole, needs to be replaced and is most likely needs new liner, same as 10.

Manhole 12



Depth- 21ft bottom of liner is gone. Collar deteriorating from corrosion; needs new lid and cover



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Municipal Design · Infrastructure Engineering · Construction Management · Land Surveying

**PROJECT:
 HEBER PUBLIC UTILITY DISTRICT
 2022 SANITARY SEWER MANHOLE REHABILITATION PROJECT
 THG PROJECT NO. 744.064E**

DATE: April 13, 2022

**ENGINEER'S OPINION OF
 PROBABLE COST**

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Cost</u>
1	MOBILIZATION	L.S.	\$9,025	1	<u>\$9,025</u>
2	MANHOLE REHABILITATION Rehabilitation of the existing interior manhole surface as illustrated by Detail 1 of the Project Manual. Installation of P.C.C. grade rings and manhole collar, if applicable.	L.S.	\$157,500	1	\$157,500.00 (Total 2.1-2.12)
0.1	MANHOLE NO. 1	Vertical Ft	\$700	17	\$11,900
0.2	MANHOLE NO. 2	Vertical Ft	\$700	17	\$11,900
0.3	MANHOLE NO. 3	Vertical Ft	\$700	18	\$12,600
0.4	MANHOLE NO. 4	Vertical Ft	\$700	14	\$9,800
0.5	MANHOLE NO. 5	Vertical Ft	\$700	16	\$11,200
0.6	MANHOLE NO. 6	Vertical Ft	\$700	17	\$11,900
0.7	MANHOLE NO. 7	Vertical Ft	\$700	20	\$14,000
0.8	MANHOLE NO. 8	Vertical Ft	\$700	22	\$15,400
0.9	MANHOLE NO. 9	Vertical Ft	\$700	21	\$14,700
0.10	MANHOLE NO. 10	Vertical Ft	\$700	21	\$14,700
0.11	MANHOLE NO. 11	Vertical Ft	\$700	21	\$14,700
0.12	MANHOLE NO. 12	Vertical Ft	\$700	21	\$14,700
1	NEW MANHOLE FRAME WITH BOLT DOWN COVER.	EACH	\$1,500	3	<u>\$4,500</u>
2	NEW P.C.C. MANHOLE COLLAR; INCLUDES P.C.C. GRADE RINGS FOR MANHOLES.	EACH	\$500	3	<u>\$1,500</u>
3	INSTALL SET OF FOUR (4) STEEL BOLLARDS AROUND MANHOLE	EACH	\$2,000	1	<u>\$2,000</u>
4	TRAFFIC CONTROL -	L.S.	\$15,000	1	<u>\$15,000</u>
5	COUNTY ENCROACHMENT PERMIT FEES (DIRECTLY PAID BY HPUD)	L.S.	\$2,000	1	<u>\$2,000</u>
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					<u>\$191,525.00</u>

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Cost</u>
	<p>ENGINEERING DESIGN: FINAL FIELD SURVEY, PREPARATION OF IMPROVEMENT PLANS, REVIEW MEETINGS WITH CITY OFFICIALS, UTILITY RESEARCH AND IDENTIFICATION, PREPARATION OF FINAL QUANTITY ESTIMATE, PREPARATION OF FINAL COST ESTIMATE, PREPARATION OF SPECIFICATIONS INCLUDING LEGAL ADVERTISEMENT, INSTRUCTIONS FOR BIDDERS, PROPOSAL FORMS, CONTRACT DOCUMENTS, GENERAL CONDITIONS, SPECIAL CONDITIONS, TECHNICAL CONDITIONS, COORDINATION OF ADMINISTRATIVE ITEMS REGARDING THE PROJECT - DESIGN ENGINEERING - 4.0%.</p>				<u>\$7,661</u>
	<p>PLACE LEGAL ADVERTISEMENT IN PAPER, CONTACT CONTRACTORS AND SUBCONTRACTORS TO INFORM THEM OF THE PROJECT, ANSWER CONTRACTOR'S QUESTIONS, ISSUE PLANS AND SPECIFICATIONS TO PROSPECTIVE BIDDERS, MAINTAIN BID LIST, PREPARE ADDENDUM(A), OPEN BIDS AT CITY HALL, TABULATE BIDS, PREPARE AWARD OF CONTRACT RECOMMENDATION LETTER. - BIDDING SERVICES- 1%</p>				<u>\$1,916.00</u>
	<p>CONSTRUCTION MANAGEMENT INCLUDING ADMINISTRATION, RESIDENT ENGINEERING AND SURVEYING. - INCLUDING PROCESSING OF PAYMENT REQUESTS, FULL-TIME CONSTRUCTION RESIDENT ENGINEERING DURING PROJECT CONSTRUCTION, MONITORING OF TRAFFIC CONTROL AND BARRICADE PLACEMENT, PREPARATION OF DAILY CONSTRUCTION REPORTS, REVIEWING CHANGE ORDERS, ANSWERING CONTRACTOR'S QUESTIONS, FILING NOTICE OF COMPLETION. CONSTRUCTION MANAGEMENT INCLUDING ADMINISTRATION, RESIDENT ENGINEERING, AND SIMILAR SERVICES - 8.0%</p>				<u>\$15,322.00</u>
TOTAL ENGINEERS OPINION OF PROBABLE PROJECT COST					<u>\$216,424.00</u>



FRONT/REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



COMMUNITY BUILDING

HEBER MEADOWS
EXTERIOR ELEVATIONS
CHELSEA INVESTMENT CORPORATION

SCALE: 1/4" = 1'-0"



THE MCKINLEY ASSOC., INC.
ARCHITECTURE & PLANNING
MARCH 22, 2022

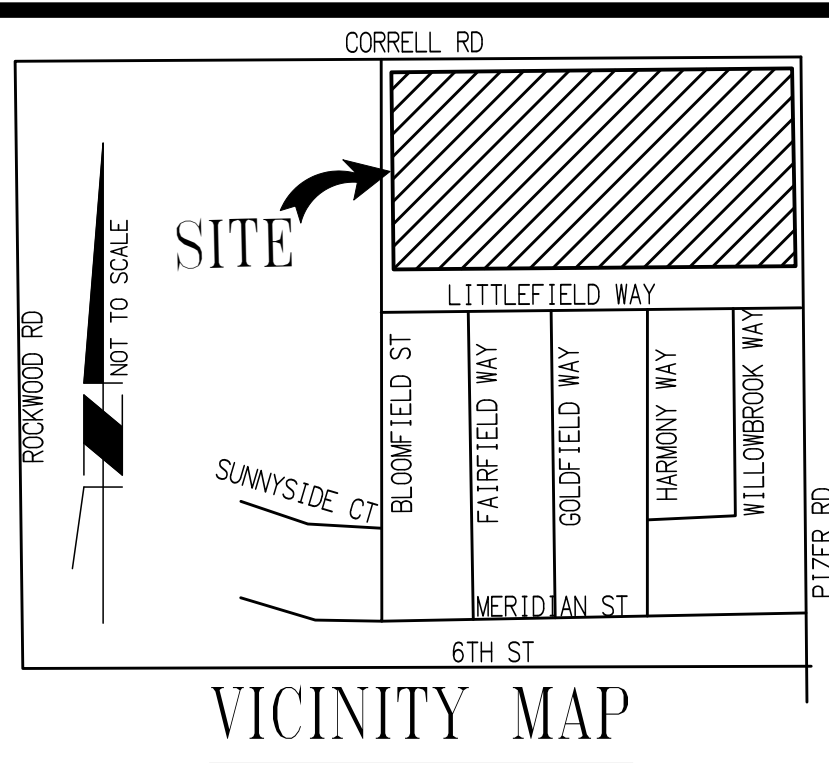
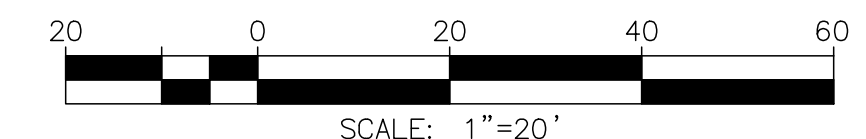


IN THE UNINCORPORATED TOWNSHIP OF HEBER, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

CONCEPTUAL SITE & GRADING PLAN

- MIRALUZ -

LOT 1 OF TENTATIVE TRACT MAP 00922, BEING A PORTION OF LOT D OF HEBER MEADOWS TRACT 956 UNIT 1, AS SHOWN BY MAP FILED IN BOOK 23 OF MAPS, PAGE 39-43, RECORDS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, SAID LANDS BEING LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN,



OWNERSHIP/APPLICANT:
 HEBER MEADOWS LAND HOLDINGS LLC
 CARE OF DAVE DAVIS
 6339 PASEO DEL LAGO
 CARLSBAD, CA 92011

PREPARED BY:
 EGAN CIVIL, INC.
 BENJAMIN DANIEL EGAN, PE, PLS
 42945 MADIO STREET, SUITE A
 INDIO CA 92201
 (760) 404-7663
 BEGAN@EGANCIVIL.COM

TOPOGRAPHIC DATA:
 THE FIELD SURVEY WAS COMPLETED BY EGAN CIVIL, INC. ON SEPTEMBER 2, 2020 AND IS AUGMENTED WITH AERIAL PHOTOGRAMMETRY PROVIDED BY INLAND AERIAL SURVEYS UTILIZING CONTROL PROVIDED BY EGAN CIVIL, INC. THE DATE OF THE AERIAL FLIGHT IS 9/9/2020.

PROJECT DESCRIPTION:
 DEVELOP FOUR 2-STORY APARTMENT BUILDINGS CONTAINING A TOTAL OF 64 AFFORDABLE HOUSING UNITS.

ZONING:
 LOCATED IN IMPERIAL COUNTY ZONING MAP 12A - TOWNSHIP OF HEBER
 ZONING CLASSIFICATION: R3 - MEDIUM-HIGH DENSITY RESIDENTIAL ZONE

GENERAL PLAN DESIGNATION:
 LAND USE: URBAN AREA
 DESIGNATED WITHIN HEBER URBAN AREA SPECIFIC PLAN

SPECIFIC PLAN:
 LOCATED IN HEBER TOWNSHIP HEBER URBAN AREA PLAN DESIGNATED AS HIGH DENSITY RESIDENTIAL DEVELOPMENT AREA

TITLE REPORT SCHEDULE B EXCEPTIONS:
 AN EASEMENT SHOWN OR DEDICATED ON THE MAP AS REFERRED TO IN THE LEGAL DESCRIPTION FOR: DRAINAGE, PUBLIC UTILITY AND POWER LINE AND INCIDENTAL PURPOSES. (PLOTTED HEREON)

PARKING COUNT PER AB2345:

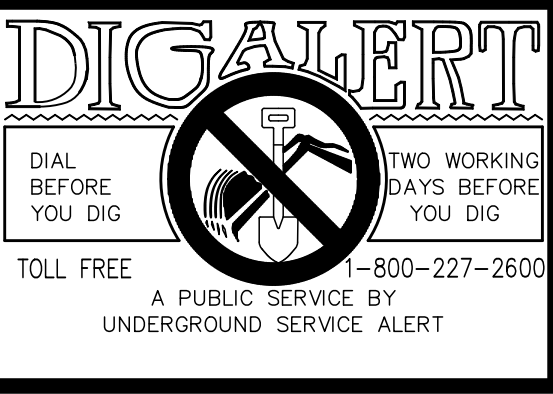
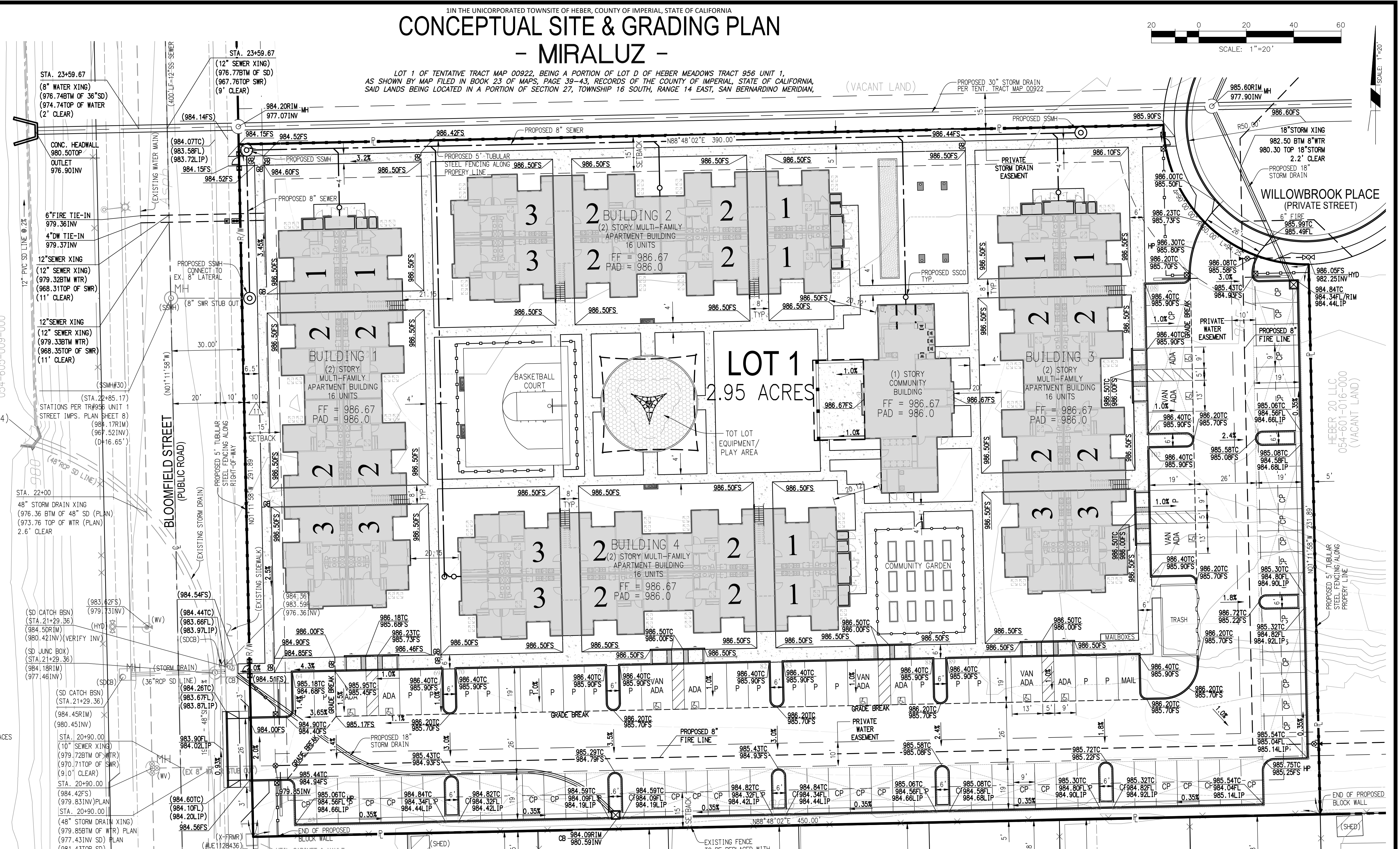
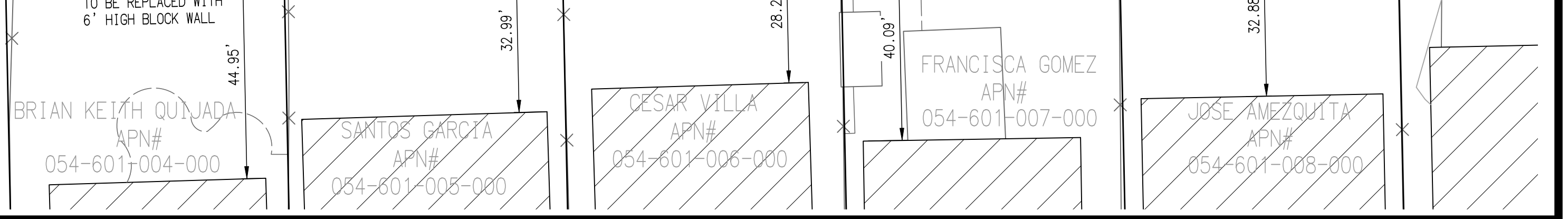
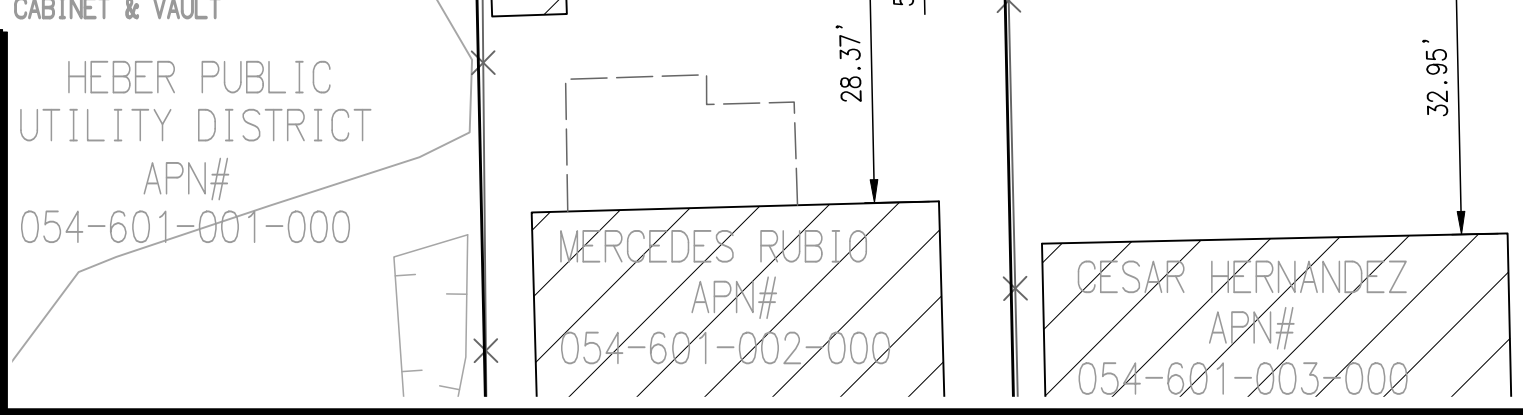
(16) ONE BEDROOM UNITS X 1	PARKING SPACES PER UNIT	= 16 PARKING SPACES
(32) TWO BEDROOM UNITS X 1.5	PARKING SPACES PER UNIT	= 48 PARKING SPACES
(16) THREE BEDROOM UNITS X 1.5	PARKING SPACES PER UNIT	= 24 PARKING SPACES
(PER AB 2345 NO ADDITIONAL PARKING FOR GUESTS IS REQUIRED)		= 0 ADDITIONAL GUEST SPACES
TOTAL PARKING REQUIRED		= 88 PARKING SPACES
TOTAL PARKING PROVIDED		= 108 PARKING SPACES

BUILDING DATA:

(16) 1 BR/1 BA	583 SF
(32) 2 BR/1 BA	742 SF
(16) 3 BR/2 BA	936 SF
(64 TOTAL UNITS)	
COMMUNITY BUILDING	2,313 SF
W/ LAUNDRY ROOM	

SYMBOL LEGEND:

ROADWAYS	PAVEMENT MARKINGS AND SIGNAGE	RAILROAD AND TRANSIT	UTILITY (WET)	UTILITY (DRY)	LANDSCAPING AND TERRAIN
HW-1 1350.00	EDGE OF DIRT	RAIL SIGNAL	CATCH BASIN	POWER POLE	TREES
V-1 1350.00	EDGE OF CONC.	RAIL CROSSING	PIPE LINE	GUY WIRE	SINGLE TREE
AWING	EDGE OF ASPH.	BARRIERS	VALVE	POWER POLE W/ STREET LIGHT	PALM
BUILDING	ROAD STRIPING	FENCE WALL	MANHOLE	STREET LIGHT	INDEX CONTOUR
CURB AND GUTTER	SIGN	RETAINING WALL	STANDPIPE	TRAFFIC SIGNAL	INTER CONTOUR
POOL		WALL	TANK	MISCELLANEOUS	
		GUARD RAIL	DROP INLET	VAULT	



REVISIONS:

NO.	DATE	DESCRIPTION

BENCHMARK: NGS 080432 ELEVATION: 990.00 DATUM: NAVD83 + 1000 FEET
 DESCRIPTION: GSS BRASS DISK STAMPED "11224 - 1971" - LOCATED 3.05 MILES EAST ALONG HOLTON INTER-URBAN RAILWAY FROM SOUTHERN PACIFIC STATION AT EL CENTRO, THENCE 4.25 MILES SOUTH ALONG STATE HIGHWAY 111, AT THE NORTHEAST CORNER OF JUNCTION OF ABATTI ROAD, 87.5 FEET EAST OF THE CENTERLINE OF THE EAST LANES OF THE HIGHWAY, 26.5 FEET EAST OF THE CENTERLINE OF THE EAST FRONTAGE ROAD, 62 FEET NORTH OF THE CENTERLINE OF ABATTI ROAD. IN THE TOP AND 0.5 FEET SOUTH OF NORTH END OF THE EAST CONCRETE HEADWAY OF THE ARCH OVERLIES UNDER THE FRONTAGE ROAD, ABOUT 1.5 FEET WITH THE FRONTAGE ROAD. (LOCATED IN SD 23, T 16 S, R 14 E, SAN BERNARDINO MERIDIAN.)
BASE OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 14, AS DETERMINED LOCALLY BY THE LINE BETWEEN CONTINUOUS OPERATING GPS BASE STATION STATIONS P486 AND P744, (EPOCH 2017.50) COORDINATES, AS COMPUTED AND PUBLISHED BY SCORPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC), BENCH: NAD83 42-49-48.17 EAST.

ABBREVIATIONS:

IP	IRON PIPE	SSMH	STORM DRAIN MANHOLE
MB	MAP BOOK	SSMH	SAN SEWER MANHOLE
MON.	MONUMENT	TC	TOP OF CURB
N	NORTH	TCOL	TOP OF COLUMN
REF.	REFERENCE	TW	TOP OF WALL
R/W	RIGHT-OF-WAY	VLV.	VALVE
RS	RECORD OF SURVEY	W	WEST
PMB	PARCEL MAP BOOK	WM	WATER METER
S	SOUTH	(XX.XX)	EXISTING ELEVATION CALLOUT
SEC.	SECTION		

EGAN CIVIL, INC.
 6339 PASEO DEL LAGO
 CARLSBAD, CA 92011
 CARE OF: DAVE DAVIS
 760-456-6000 EXT. 173

PROFESSOR OF ENGINEERING
 BENJAMIN DANIEL EGAN
 NO. 73070
 CIVIL
 STATE OF CALIFORNIA

3/30/2022

UNINCORPORATED TOWNSHIP, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

815 WILLOWBROOK WAY #1
 HEBER, CA 92249

LOT 1 OF TENTATIVE TRACT MAP 00922

MIRALUZ

CONCEPTUAL SITE & GRADING PLAN

FOR: CHELSEA DEVELOPMENT

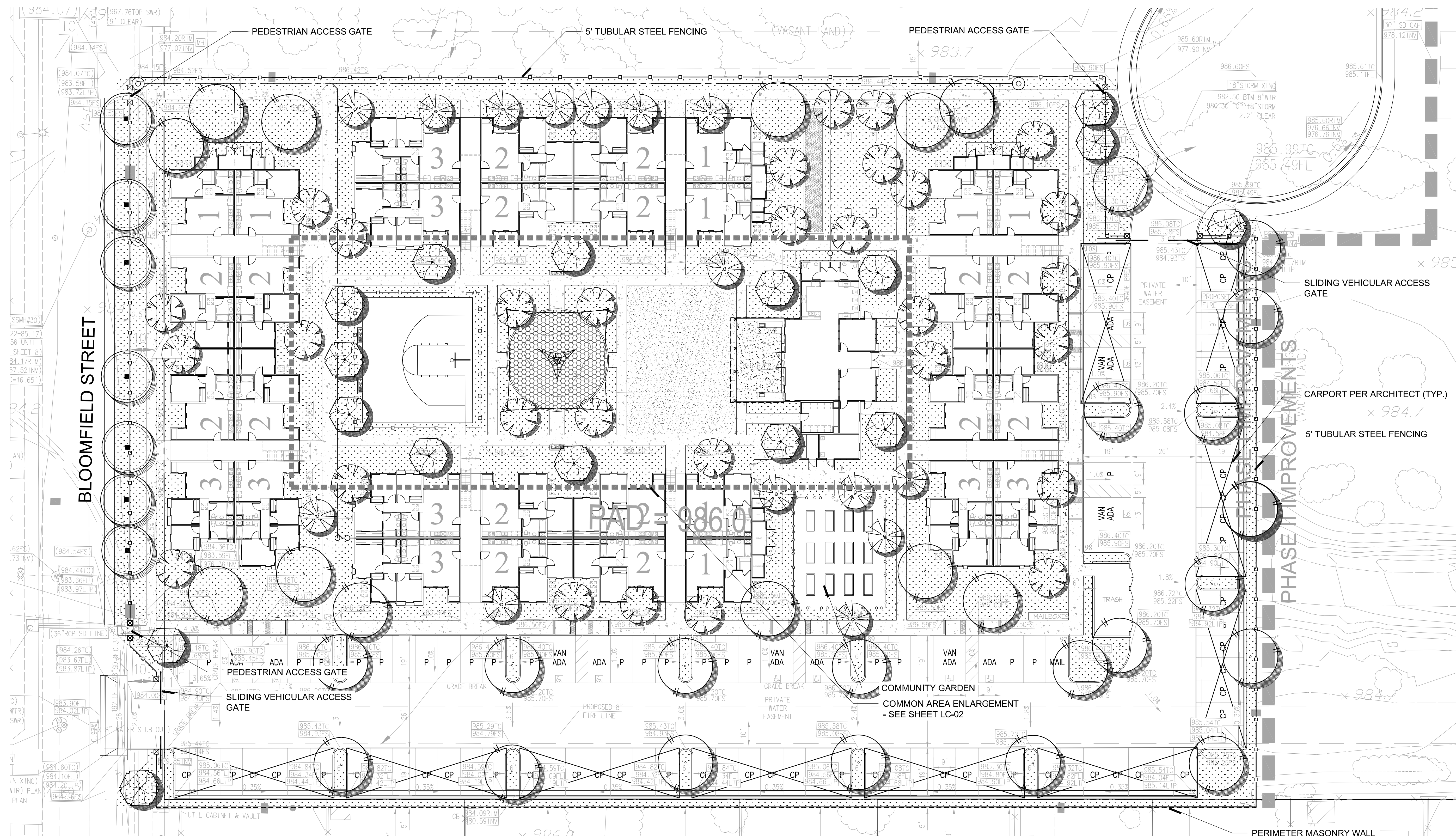
SHEET

1

OF 1 SHEETS

FILE NO. 20190367

EXHIBIT PRINTED 03/30/2022



DESIGN OBJECTIVES:

1. PLANTING WILL BE DESIGNED TO OBSCURE UNDESIRABLE VIEWS (AUTOMOBILES, STORAGE, UTILITY AREAS, ETC.) AND ADD CHARACTER AND INTEREST TO THE PROJECT.
2. ARCHITECTURAL ELEMENTS OF THE SITE WILL BE RELATED AND ENHANCED WITH PLANTING OF SIMILAR DESIGN CHARACTER.
3. ALL PLANT MATERIAL SELECTED FOR USE WILL BE OF A TYPE KNOWN TO BE SUCCESSFUL IN THE AREA OR IN SIMILAR CLIMATIC AND SOIL CONDITIONS.
4. COLOR FROM PLANT FOLIAGE, BARK OR FLOWERS WILL BE UTILIZED TO CREATE A FRIENDLY, WARM AND VISUALLY EXCITING LANDSCAPE ENVIRONMENT. THEMATIC COLOR SCHEMES WILL BE UTILIZED IN DEVELOPING PROJECT IDENTITY.
5. ALL OUTDOOR STORAGE, LOADING, REFUSE AND UTILITY AREAS WILL BE VISUALLY SCREENED ON ALL SIDES (EXCEPT AT ACCESS POINTS). PLANTING WILL BE USED TO SOFTEN HARD MATERIALS WHERE SUCH ARE USED FOR SCREENING.
6. VEHICULAR ENTRANCES WILL BE IDENTIFIED AND ACCENTED WITH SPECIAL GROUPINGS OF TREES, SHRUBS AND/OR GROUNDCOVERS.
7. SLOPE PLANTINGS, HYDROSEEDING AND MULCHING PROCESSES ARE INTENDED TO TAKE PLACE DURING THE APPROPRIATE SEASONS OF LATE FALL OR WINTER (NOVEMBER THROUGH FEBRUARY) FOR OPTIMUM RESULTS.
8. LANDSCAPE FINISH GRADING OBJECTIVES WILL INCLUDE POSITIVE SURFACE DRAINAGE OF PLANTED AREAS THROUGHOUT THE SITE.
9. IRRIGATION SYSTEMS WILL BE PERMANENT BELOW GROUND AUTOMATED SYSTEMS, WHERE ALLOWED, FOR THE ESTABLISHMENT AND MAINTENANCE OF ALL PLANT MATERIAL. THESE SYSTEMS WILL BE INSTALLED AS SOON AS PRACTICAL AFTER GRADING AND PRIOR TO PLANT MATERIAL INSTALLATION AND HYDROSEEDING. THE IRRIGATION SYSTEM SHALL CONSIST OF LOW PRECIPITATION RATE SPRAY HEADS FOR GROUND COVER AND SHRUB PLANTER AREAS. ALL SLOPES SHALL BE IRRIGATED WITH SPRAY AND ROTOR HEADS. MICRO SPRAY HEADS MAY BE USED WHERE REASONABLE.
10. ALL SOILS WILL BE FERTILIZED, AMENDED, AND TILLED TO CONFORM TO RECOMMENDATIONS MADE BY A SOIL TESTING LABORATORY AND/OR LANDSCAPE ARCHITECT IN ORDER TO PROMOTE HEALTHY AND VIGOROUS PLANT GROWTH.
11. ALL PLANTING AREAS WILL BE MAINTAINED IN A WEED AND DEBRIS FREE CONDITION.

NOTES:

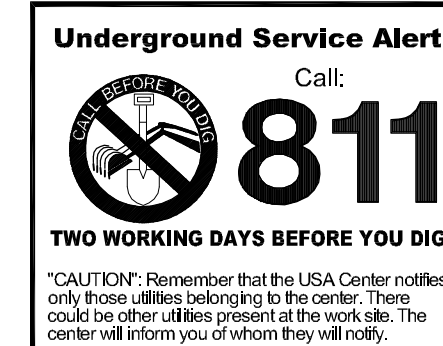
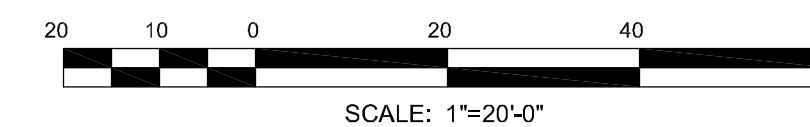
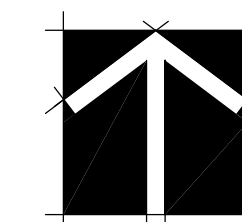
COVERED PARKING - 1 COVERED SPACE / UNIT. 64 COVERED SPACES IN TOTAL ON SITE.

IRRIGATION: AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.

MAINTENANCE: ALL LANDSCAPE AND IRRIGATION AREAS IN THE PUBLIC R.O.W. AND REMAINING ON SITE LANDSCAPE SHALL BE PRIVATELY MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.

NOTES CONT:

ALL PROJECT PLANT MATERIAL PROVIDED FOR USE ON THE SITE SHALL MEET THE REQUIREMENTS SET FORTH IN THE IMPERIAL COUNTY AGRICULTURE COMMISSIONER'S LETTER DATED DEC. 7, 2020 (SEE SHEET LC-02).



REVISIONS

1ST SUBMITTAL	10-30-20
RESUBMITTAL	03-03-21
UPDATED ENTITLEMENT	03-28-2022

DRAWN KIB

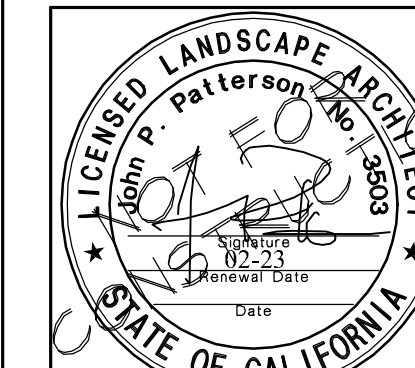
APPROVED JF

PLOT DATE 03/31/2022

JOB NO. 20-042

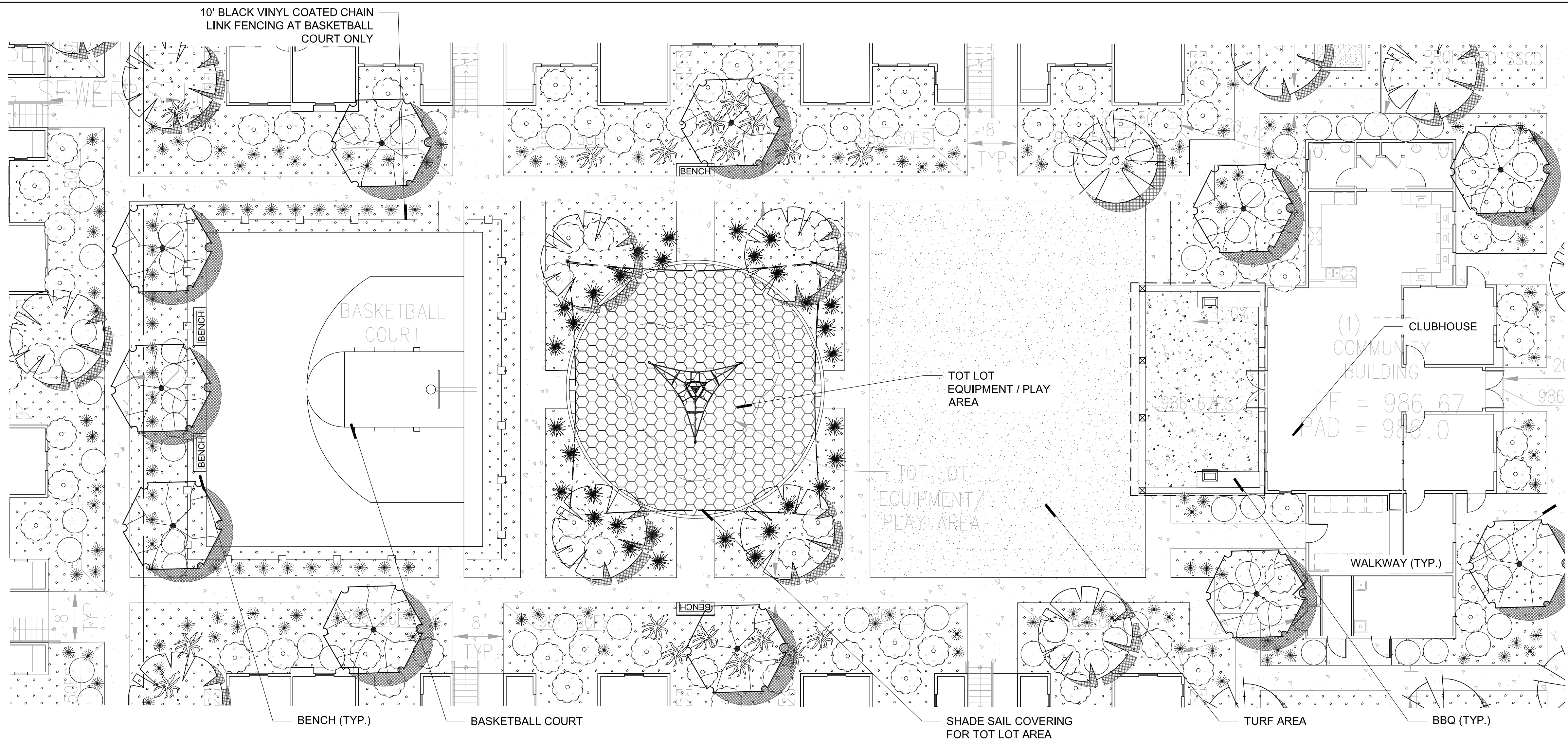
SCALE SEE SHEET

LC-01



LANDSCAPE CONCEPT PLAN

PROJECT CLIENT:
HEBER MEADOWS PHASE 1
HEBER, CA
CHELSEA INVESTMENT CORP
6339 Paseo del Lago
Carlsbad, CA 92011



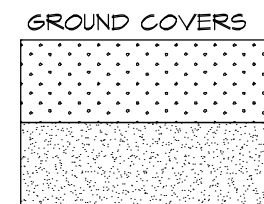
PLANT SCHEDULE

TREES

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
ACACIA STENOPHYLLA	SHOESTRING ACACIA	24"BOX	L
CERCIDIUM X 'DESERT MUSEUM'	THORNLESS PALO VERDE	24"BOX	L
CHILOPSIS L. 'TIMELESS BEAUTY'	DESERT WILLOW	24"BOX	M
DALBERGIA SISSOO	INDIAN ROSEWOOD	24"BOX	L
RHUS LANCEA	AFRICAN SUMAC MULTI-TRUNK	24"BOX	M

SHRUBS

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
ACACIA REDOLENS	PROSTRATE ACACIA	5 GAL	L
ACACIA REDOLENS 'DESERT CARPET' TM	BANK CATCLAW	5 GAL	L
BOUSAINVILLEA X 'LA JOLLA'	BOUSAINVILLEA	5 GAL	L
CAESALPINIA MEXICANA	MEXICAN BIRD OF PARADISE	5 GAL	L
CALLIANDRA CALIFORNICA	RED BAJA FAIRY DUSTER	5 GAL	L
CALLISTEMON X 'LITTLE JOHN'	BOTTLEBRUSH	5 GAL	L
CARISSA GRANDIFLORA	NATAL PLUM	5 GAL	M
CISTUS X PURPUREUS	ORCHID ROCKROSE	5 GAL	L
DASYLIRON WHEELERI	GREY DESERT SPOON	5 GAL	L
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	L



BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING
LAVATERA BICOLOR	TREE MALLOW	5 GAL		
LEUCOPHYLLUM C. 'THUNDER CLOUD'	THUNDER CLOUD TEXAS SAGE	5 GAL	L	
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' TM	GREEN CLOUD TEXAS RANGER	5 GAL	L	
NERIUM OLEANDER 'PETITE PINK'	PETITE PINK OLEANDER	5 GAL	M	
Pennisetum SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	5 GAL	L	
SIMMONDSIA CHINENSIS	JOJOBA	5 GAL	L	
STRELITZIA REGINAE	BIRD OF PARADISE	5 GAL	L	
TACOMA STANS	YELLOW BELLS	5 GAL	M	
DECOMPOSED GRANITE	SEE CONSTRUCTION LEGEND FOR SPEC	SG. FT.		
TURF MARATHON III	MARATHON III	SOD	H	

Imperial County
Office of the
Agricultural Commissioner
Sealer of Weights & Measures

Carlos Ortiz
Agricultural Commissioner
Sealer of Weights & Measures
Jolene Deasert
Asst. Agricultural Commissioner
Asst. Sealer of Weights & Measures

December 7, 2020
Landscape/Nursery Letter

This letter is to remind you of the requirements you must follow for movement of plant material into Imperial County. There are many quarantines which must be observed. The most complex is for the glassy-winged sharpshooter and detailed directions for compliance follow. However, there are a few other quarantines that you should be aware of and they are listed at the end of this letter.

There is a State Interior Quarantine in place to prevent artificial movement of the glassy-winged sharpshooter (GWSS). The GWSS is a hardy insect which feeds on many common landscape plants and crops. It carries and spreads *Xylella fastidiosa*, a bacterium which is deadly to many plants. Imperial County is the only Southern California County that is not infested with the glassy-winged sharpshooter, and is designated as an enforcing county.

A summary of the quarantine requirements for entry of GWSS-host nursery stock from infested counties:

- Nursery stock must be purchased from a nursery that is under Compliance Agreement with the Agricultural Commissioner's office in that County. The plants should enter Imperial County with paperwork that includes the GWSS Compliance Agreement Number stamp, the required blue tag (see below), and Certificate of Quarantine Compliance (CQC) if applicable.
- Every shipment of nursery stock from an infested county must be accompanied by a Warning Hold for Inspection Certificate also known as a blue tag. As stated on the blue tag, this requires the receiver to hold the shipment off site upon arrival and call our office for an inspection. It is very important that we be notified immediately upon arrival of the plant shipment. You must not commingle the new shipment with previously-released nursery stock until released by our office. Our office hours are Monday through Friday, 8:00 AM to 5:00 PM. Please call as early as possible. If you intend to bring in plants on a Saturday or Holiday, you must notify our office in advance.
- Landscapers that have their own growing ground or holding yard where they store nursery stock are required to be licensed as a nursery. Landscapers that do not hold or store that stock prior to its delivery to the planting site do not need a license.
- All landscapers must comply with the requirements listed above for every shipment brought into the County. You also must hold the stock at its destination (preferably away from other plants) and call our office for an inspection - you may not plant any of the nursery stock until the plants have been inspected and released by our office. If you are buying and transporting nursery stock into Imperial County, it is your responsibility to obtain the required documents from the origin nursery and call for the inspection upon arrival.
- For every shipment, you must have a proof of ownership document for the nursery stock.

(442) 265-1500 • Fax: (760) 353-9420 | 852 Broadway Street, 81 Center, CA 92243
agcom@imperial.ca.us | http://www.co.imperial.ca.us/

Page 2 of 2

Glassy-Winged Sharpshooter/Pierce's Disease Program
Landscape/Nursery Letter

Penalties for failure to comply with the quarantine requirements listed above:

- Any violation of quarantine requirements is an infraction punishable by a fine of \$1,000 for the first offense. For a second or subsequent offense within three years, the violation is punishable as a misdemeanor (Food and Ag Code, Section 5309).
- In lieu of any civil action, the Agricultural Commissioner may levy a civil penalty for up to \$2,500 for each violation (Food and Ag Code, Section 5311).
- In addition to any other action taken, any violation of these requirements may be liable civilly in an amount not to exceed \$10,000 for each violation (Food and Ag Code, Section 5310).
- Anyone that negligently or intentionally violates any quarantine regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation, may be liable civilly in an amount up to \$25,000 for each violation (Food and Ag Code, Section 5028(c)).

Other restricted plant materials (if you intend to bring in any of the following commodities from outside Imperial County please contact us before the shipment date):

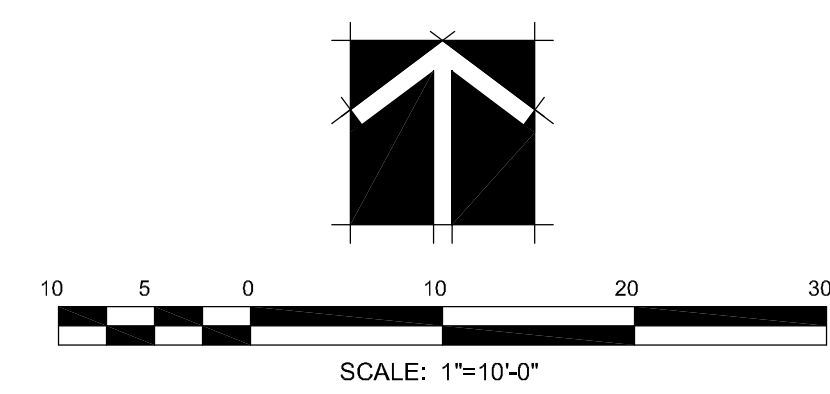
- Citrus species - All Citrus species are restricted from most locations within California.
- Phoenix palms - All palms of the Phoenix genus (this includes *Phoenix roebelinii*, a common landscape plant) originating in California are prohibited, unless it is from certain portions of Riverside County.
- Florida nursery stock - Must comply with California State Interior Quarantine CCR 3271 Burrowing and Reniform Nematodes, RIFA Federal Quarantine and other quarantines may apply.
- Arizona nursery stock - Must comply with California State Interior Quarantine CCR 3261 Ozonium Root Rot.

Also, if you intend to remove any plants from the soil and ship them out of Imperial County you must be certified free from Ozonium Root Rot. To do so you must be part of our program and you should contact our office.

If you have any questions please contact our office at (442) 265-1500.

Sincerely,
Rachel Garewal
Rachel Garewal
Deputy Agricultural Commissioner
Pest Detection and Eradication

(442) 265-1500 • Fax: (760) 353-9420 | 852 Broadway Street, 81 Center, CA 92243
agcom@imperial.ca.us | http://www.co.imperial.ca.us/



Underground Service Alert
Call: **811**
TWO WORKING DAYS BEFORE YOU DIG

*CAUTION: Remember that the USA Center notifies only those utilities responding to the center. There could be other utilities present at the work site. The center will inform you of whom they will notify.

3776 Lighthouse Ave
Suite 102
Carlsbad, CA 92010
gmp@carlsbadarch.com
T 858 558 8977

LANDSCAPE ARCHITECTURE & PLANNING

gmp

LANDSCAPE ARCHITECT
John R. Patterson
Landscape Architect
10/27/24
Professional Seal
STATE OF CALIFORNIA

SHEET TITLE:
LANDSCAPE CONCEPT PLAN

PROJECT CLIENT:
HEBER MEADOWS PHASE 1
HEBER, CA
CHELSEA INVESTMENT CORP
6339 Paseo del Lago
Carlsbad, CA 92011

REVISIONS

1ST SUBMITTAL 10-30-20
RESUBMITTAL 03-03-21
UPDATED ENTITLEMENT 03-28-2022

DRAWN: KB
APPROVED: JP
PLOT DATE: 03/31/2022
JOB NO.: 20-042
SCALE: SEE SHEET

LC-02

SHEET 02 OF 02

G:\20-PROJECTS\20-042-00\LANDARCH\CONCEPT\20-042 HEBER MEADOWS CONCEPT_UPDATED.DWG | Mar-31-2022: 14:47

IN THE UNINCORPORATED TOWNSHIP OF WEBER, COUNTY OF IMPERIAL, STATE OF CALIFORNIA
TENTATIVE TRACT MAP NO. 00992
MIRALUZ

BEING LOT D OF WEBER MEADOWS TRACT 956 UNIT 1, AS SHOWN BY MAP FILED IN BOOK 23 OF MAPS, PAGE 39-43, RECORDS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, SAID LANDS BEING LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, BENJAMIN DANIEL EGAN, P.L.S. 8756 DATE OF SURVEY: SEPTEMBER 2019

OWNERSHIP/APPLICANT:
 WEBER MEADOWS LAND HOLDINGS LLC
 CARE OF DAVID DAVIS
 6339 PASO DEL LAGO
 CARLSBAD, CA 92011

APN AND LEGAL DESCRIPTION:
 REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 23, PAGES 39 THROUGH 43 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, CALIFORNIA.
 EXCEPTING THEREFROM AS MINERAL, INTEREST AND NOT AS A RENTAL INTEREST, ONE HUNDRED PERCENT (100%) OF ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AND DEFINED IN SECTION 6603 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY BELOW A DEPTH OF 500 FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELL, OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF MINERAL NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND ALL OPERATIONS DEEMED BY THE IRVINE COMPANY NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH MINERAL RIGHTS, THEN TO THE THEN OWNER OF THE REAL PROPERTY GRANTED HERETOFORE TO BENJAMIN DANIEL EGAN, P.L.S., TONY ABATTI AND NINFA ABATTI, AS RESERVED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION IN GOOD RECORD JULY 29, 1983 AS INSTRUMENT NO. 102 IN BOOK 1505, PAGE 1312 OF OFFICIAL RECORDS.

TITLE REPORT SCHEDULE B EXCEPTIONS:

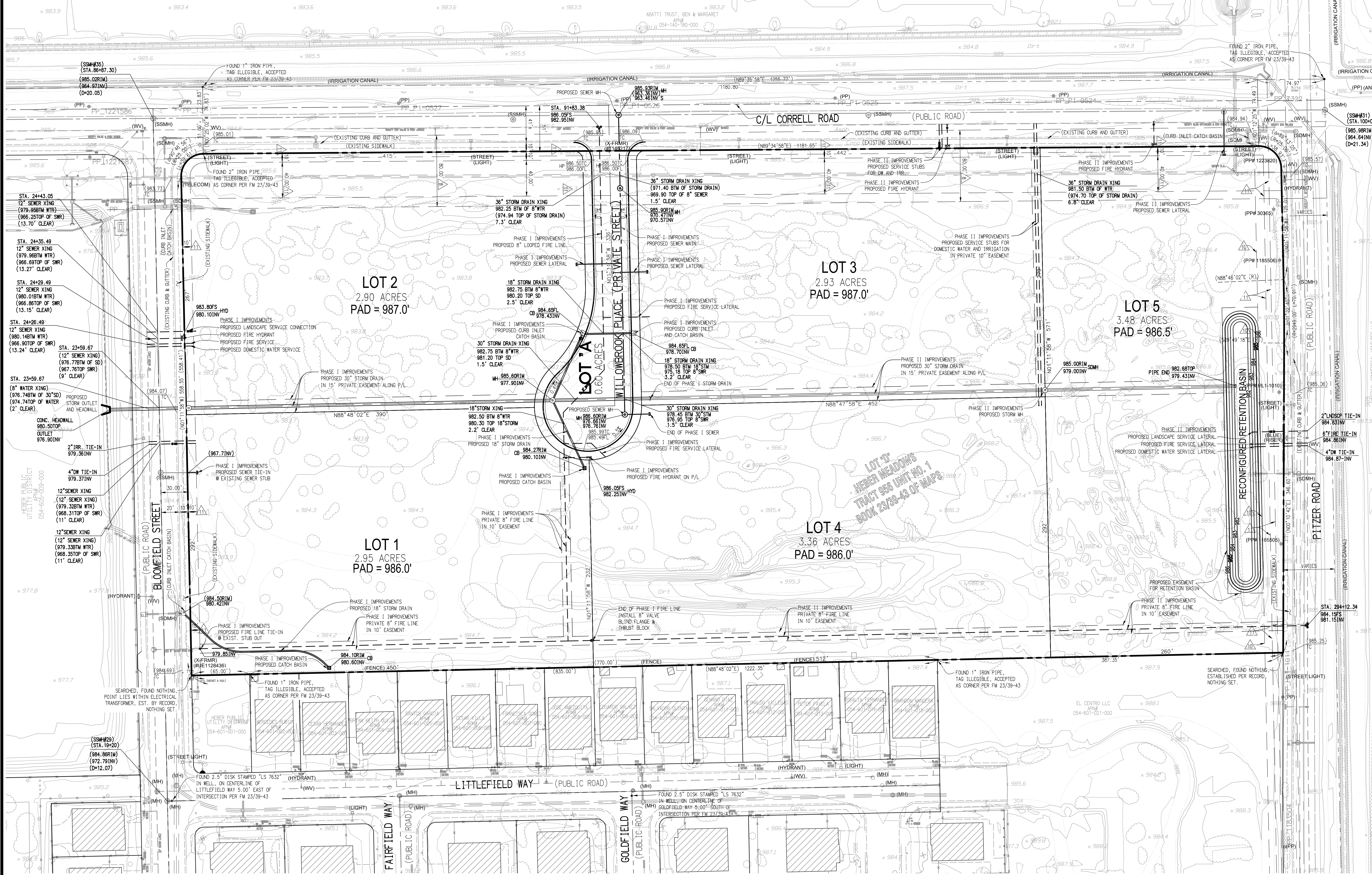
- GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2020-2021, A LIEN NOT YET PAID ON PARCEL 1.
- GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2019-2020.
 FIRST INSTALLMENT: \$3,032.60, PAID
 PENALTY: \$0.00
 SECOND INSTALLMENT: \$3,032.60, OPEN
 PENALTY: \$0.00
 TAX RATE AREA: 0.660-001-0016-000
 (THE ITEM IS NOT PLOTTABLE)
- ASSESSMENT LIENS, IF APPLICABLE, COLLECTED WITH THE GENERAL AND SPECIAL TAXES, INCLUDING BUT NOT LIMITED TO THOSE DISCLOSED BY THE REFLECTION OF THE FOLLOWING ON THE TAX ROLL:
 1915 BOND FOR CHSD 2016 REF BOND INT.
 1915 BOND FOR CHSD 2016 STIP BOND INT.
 1915 BOND FOR WEBER ESD 881 1998.
 1915 BOND FOR WEBER ESD 881 2015.
 1915 BOND FOR IMP COM COLLEGE 80 2004.
 (THE ITEM IS NOT PLOTTABLE)
- THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
 (THE ITEM IS NOT PLOTTABLE)
- LIEN OR RESTRICTIONS AS CONTAINED IN DEED, RECORDED IN BOOK 339, PAGE 71 OF DEEDS RECORDS OF SAN DIEGO. (THE ITEM IS NOT PLOTTABLE)
- AN EASEMENT FOR CONSTRUCTION, MAINTENANCE AND/OR USE OF A CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1944 AS BOOK 812, PAGE 331 OF OFFICIAL RECORDS.
 IN FAVOR OF: IMPERIAL IRRIGATION DISTRICT
 AFFECTS: AS DESCRIBED HEREIN
 (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION)
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT REGARDING AN OUTLET FOR WASTE WATER" RECORDED MAY 10, 1992 AS INSTRUMENT NO. 6 IN BOOK 838, PAGE 1 OF OFFICIAL RECORDS.
 IN FAVOR OF: IMPERIAL IRRIGATION DISTRICT
 AFFECTS: AS DESCRIBED HEREIN
 (PLOTTED HEREON)
- AN EASEMENT FOR TRANSPORTATION OF THE WATER IN A DITCH OR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED OCTOBER 31, 1962 AS INSTRUMENT NO. 59 IN BOOK 1126, PAGE 441 OF OFFICIAL RECORDS.
 IN FAVOR OF: MARY E. RICE
 AFFECTS: AS DESCRIBED HEREIN
 (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION)
- SUCH RIGHTS AS THE CALIFORNIA DEVELOPMENT COMPANY, NOW KNOWN AS THE IMPERIAL IRRIGATION DISTRICT, MAY HAVE ACQUIRED FOR RIGHT OF WAY UNDER THE ACT OF MARCH 3, 1891 (26 STAT. 1101) 43 USC 53346-950, BY THE FILING AND APPROVAL OF MAPS OF DEFINITE LOCATION IN THE DISTRICT LAND OFFICE, PRIOR TO THE DISPOSITION OF SAID LAND BY THE UNITED STATES OF AMERICA, LYING WITHIN THE BOUNDS OF:
 CENTRAL 3-D DRAIN
 CENTRAL 3-D NO. 1
 (PLOTTED HEREON)
- AN EASEMENT SHOWN OR DEDICATED ON THE MAP AS REFERRED TO IN THE LEGAL DESCRIPTION FOR DRAINAGE, PUBLIC UTILITY AND POWER LINE AND INCIDENTAL PURPOSES.
 (PLOTTED HEREON)
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF CONTINUING DISCLOSURE AGREEMENT" RECORDED DECEMBER 05, 2005 AS INSTRUMENT NO. 05-49008 OF OFFICIAL RECORDS.
 (THE ITEM IS NOT PLOTTABLE)
- AN OPTION IN FAVOR OF SAGE MON INVESTMENT CORPORATION, A CALIFORNIA CORPORATION AS CONTAINED IN OR DISCLOSED BY A DOCUMENT RECORDED SEPTEMBER 27, 2019 AS INSTRUMENT NO. 20190196903 OF OFFICIAL RECORDS.
 (THE ITEM IS NOT PLOTTABLE)
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
 (THE ITEM IS NOT PLOTTABLE)
- RIGHTS OF PARTIES IN POSSESSION.
 (THE ITEM IS NOT PLOTTABLE)

PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE:
 16. ITEM 16 REFERS TO TITLE COMPANY REQUIREMENTS WITH RESPECT TO PROVIDING EVIDENCE OF SIGNING AUTHORITY FOR WEBER 20, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

DATUM STATEMENT:
 COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (EPCH 2017.50), BASED LOCALLY UPON THE FOLLOWING CONTINUOUS GPS CONTROL STATIONS AS PUBLISHED BY SCARPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (SRC):
 P496 N 1,853,522.442 E 6,762,766.164
 P744 N 1,882,357.153 E 6,789,479.910
 COORDINATES SHOWN HEREON ARE EXPRESSED IN TERMS OF THE US SURVEY FOOT.
 DISTANCES SHOWN HEREON ARE GROUND UNLESS NOTED OTHERWISE.
 TO CONVERT GRID INVERSE DISTANCES TO GROUND DISTANCES, DIVIDE GRID DISTANCE BY 1.00015913 COMBINED FACTOR TO OBTAIN GROUND DISTANCE.
 CALCULATIONS FROM GRID TO GROUND VALUES AND CONVERSION ANGLE FOR THIS SURVEY WERE MADE AT COORDINATES OF N. 1,849,069.319, E. 6,786,985.558, USING AN ELEVATION OF -13.779 FEET (NAVD83).

RECORD DATA:
 () DENOTES RECORD DATA PER MAP FILED IN BOOK 32, PAGES 39 TO 43 OF FINAL MAPS
MONUMENT NOTES:
 • DENOTES FOUND MONUMENT PER MAP FILED IN BOOK 32, PAGES 39 TO 43 OF FINAL MAPS

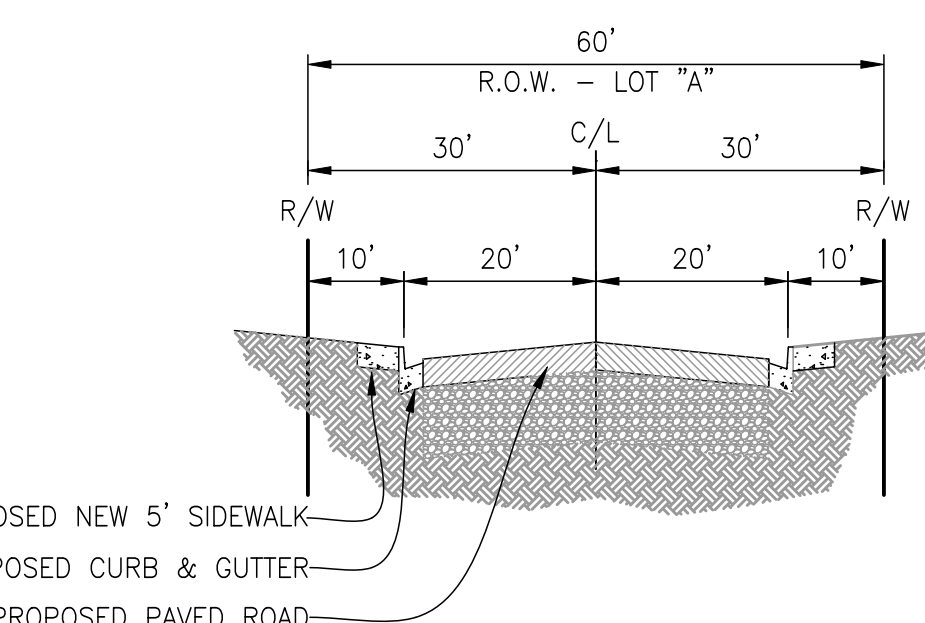
FLOOD ZONE:
 THE SUBJECT PROPERTY IS DEPICTED ON FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 60002, EFFECTIVE SEPTEMBER 26, 2008 AND IS LOCATED IN COMMUNITY NUMBER 60005 - "IMPERIAL COUNTY, UNINCORPORATED AREAS", MAP PANEL 2075 SUFFIX C. SAID MAP DEPICTS PROPERTY BEING LOCATED WITHIN "ZONE X" - "AREAS OF MINIMAL FLOOD HAZARD"



TITLE REPORT NOTE:
 THE INFORMATION IN THIS SURVEY IS BASED SOLELY ON THE FOLLOWING PRELIMINARY TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NUMBER NCS-61662837, DATED FEBRUARY 27, 2020. THIS REPORT IS THE SOLE BASIS FOR TAX MATTERS, EASEMENTS, LIENS, MORTGAGES AND OTHER MATTERS OF PUBLIC RECORD SHOWN ON THIS SURVEY. THE SURVEYOR ASSUMES NO LIABILITY FOR THE OMISSION OF MATTERS NOT DISCLOSED IN SAID PRELIMINARY TITLE REPORT.

TOPOGRAPHIC DATA:
 THE FIELD SURVEY WAS COMPLETED BY EGAN CIVIL, INC. ON SEPTEMBER 2, 2020 AND IS AUGMENTED WITH AERIAL PHOTOGRAMMETRY PROVIDED BY INLAND AERIAL SURVEYS UTILIZING CONTROLS PROVIDED BY EGAN CIVIL, INC. THE DATE OF THE AERIAL FLIGHT IS 9/9/2020.

PROJECT DESCRIPTION:
 SUBDIVIDE EXISTING 16.22 ACRE PARCEL INTO (5) PARCELS WITH LETTERED LOT FOR ACCESS FOR FUTURE DEVELOPMENT.
ZONING:
 LOCATED IN IMPERIAL COUNTY ZONING MAP 12A - TOWNSHIP OF WEBER ZONING CLASSIFICATION R3 - MEDIUM-DENSITY RESIDENTIAL ZONE
GENERAL PLAN DESIGNATION:
 LAND USE: URBAN AREA
 DESIGNATED WITHIN WEBER URBAN AREA SPECIFIC PLAN
SPECIFIC PLAN:
 LOCATED IN WEBER TOWNSHIP
 WEBER URBAN AREA PLAN
 DESIGNATED AS HIGH DENSITY RESIDENTIAL DEVELOPMENT AREA

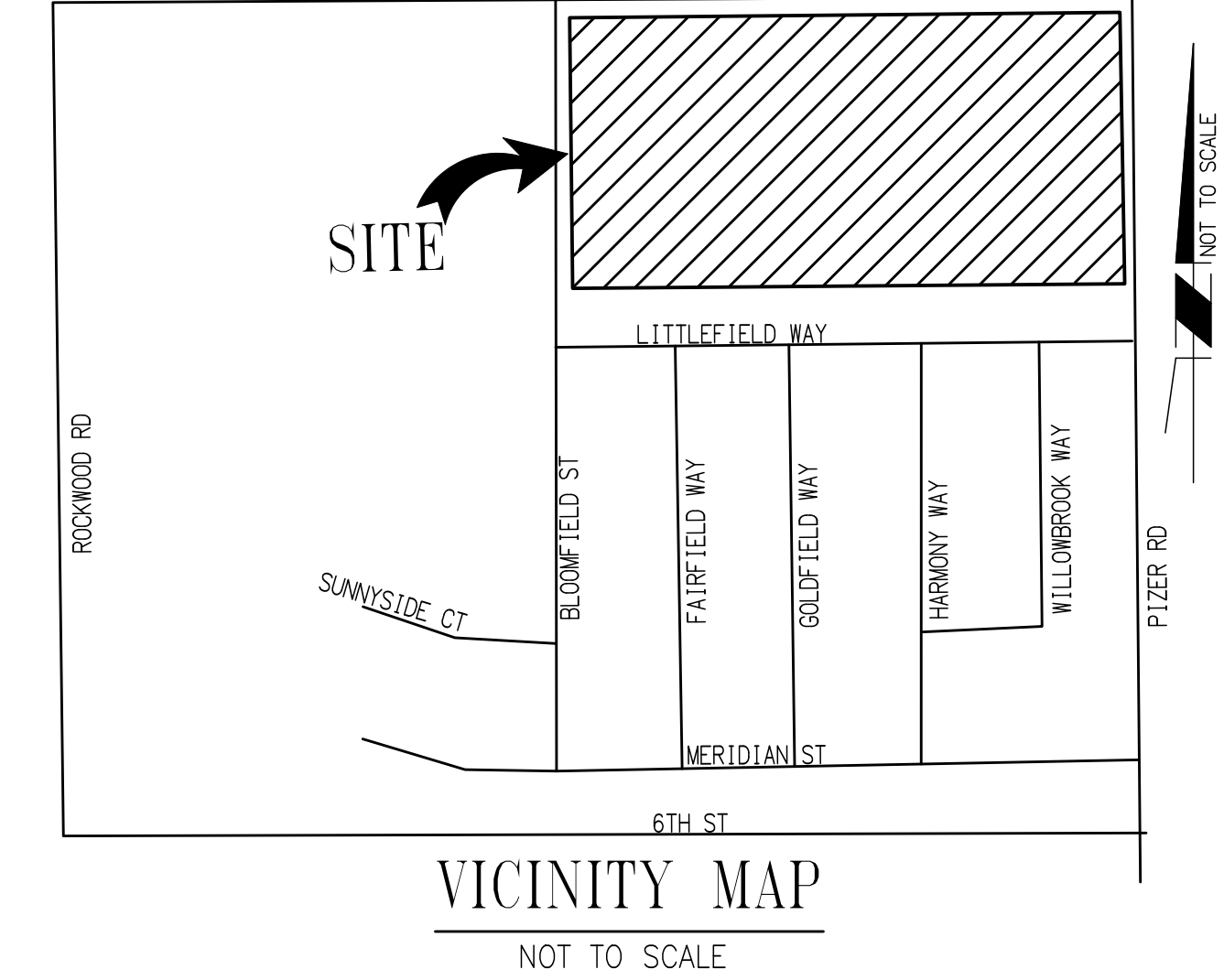


AREA TABULATION
 THE SUBJECT PROPERTY GROSS LAND AREA IS 16.22 ACRES.
 (706,702 SQ. FT.) MORE OR LESS.

TABULATION OF PROPOSED LOT AREA'S

IDENTITY	AREA (ACRES)	AREA (SQUARE FEET)
PARCEL 1	2.96	128,975
PARCEL 2	2.89	125,846
PARCEL 3	2.96	129,037
PARCEL 4	3.37	146,878
PARCEL 5	3.47	151,457
LOT "A"	0.56	24,599
TOTAL	16.22	706,702

PREPARED BY:
 EGAN CIVIL, INC.
 BENJAMIN DANIEL EGAN, P.E., PLS
 42945 MIDLO STREET, SUITE A
 INDIO CA 92201
 (760) 404-7663
 BENJAMIN@EGAN-CIVIL.COM



SYMBOL LEGEND:

ROADWAYS	PAVEMENT MARKINGS AND SIGNAGE	RAILROAD AND TRANSIT	UTILITY (WET)	UTILITY (DRY)	LANDSCAPING AND TERRAIN
EDGE OF DIRT	PAVING STRIPES	RAILROAD	PIPE LINE	POWDER POLE	WATER
EDGE OF CONC.	ROAD STRIPING	RAILROAD CROSSING	VALVE	SHINGLE TREE	WATER METER
EDGE OF ASPH.	ROAD STRIPING	RAILROAD CROSSING	WATER HYDRANT	STREET LIGHT	WATER METER
			MANHOLE	STREET LIGHT	
			STAKE	STREET LIGHT	
			STAKE	STREET LIGHT	
			STAKE	STREET LIGHT	
			STAKE	STREET LIGHT	

ABBREVIATIONS:
 IP IRON PIPE
 C/L CENTERLINE
 COR. CORNER
 E EAST
 EX. EXISTING GROUND
 FL FLOW LINE
 FS FINISH SURFACE
 GPS GLOBAL POSITIONING SYSTEM
 HYD. FIRE HYDRANT

ABBREVIATIONS:
 SM STORM DRAIN MANHOLE
 SSM SAN SEWER MANHOLE
 M.M. MONUMENT
 TC TOP OF COLLAR
 TM TOP OF MOUND
 REF. REFERENCE
 R/W RIGHT-OF-WAY
 RS RECORD OF SURVEY
 PAB PARCEL MAP BOOK
 S SOUTH
 SEC. SECTION

ABBREVIATIONS:
 M.B. MAP BOOK
 N. NORTH
 N.M. NORTH MONUMENT
 R/W RIGHT-OF-WAY
 RS RECORD OF SURVEY
 S SOUTH
 SEC. SECTION

ABBREVIATIONS:
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 SEC. SECTION

UNINCORPORATED TOWNSHIP, COUNTY OF IMPERIAL, STATE OF CALIFORNIA
 185 WILLOWBROOK WAY #1
 WEBER, CA 92249
TENTATIVE TRACT MAP 00992
 MIRALUZ
 CHELSEA DEVELOPMENT
 SHEET
1
 OF 1 SHEETS
 FILE NO. 20190367
 EXHIBIT PRINTED 03/17/2022