

DATE SUBMITTED   March 11, 2026    
 SUBMITTED BY   COMMUNITY DEVELOPMENT DIRECTOR    
 DATE ACTION REQUIRED   March 18, 2026  

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: DOMESTIC WATER SERVICE TO PROPERTIES OUTSIDE CITY BOUNDARIES. 1. APPROVE RESOLUTION 2026-06 FOR THE EXTENSION OF SEWER AND WATER SERVICES FOR APN 064-020-046 2. APPROVE SERVICE AGREEMENT FOR SEWER AND WATER SERVICES	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: City staff received a request for sewer services for the property located at <b>2680 Nance Road (APN: 064-020-046)</b> . An Encroachment Permit application was submitted on January 28, 2026. For details, see the attached Exhibit "A" illustrating the proposed sewer and water connection and vicinity of the property. The fully executed "Will Serve" letter is attached as Exhibit "B". Staff have reviewed the proposed sewer connection and find the project to be feasible and recommend staff to approve the sewer connection via Resolution 2026-06 (Exhibit "C"). Service Agreement for Domestic Water Service is attached as Exhibit "D".	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>  JMS  </u>
STAFF RECOMMENDATION: 1. Staff recommends approval of Sewer service outside of city boundaries for APN 064-020-046. 2. Staff recommends approval of the Sewer Service Agreement	DEPT. INITIALS <u>  OM  </u>
MANAGER'S RECOMMENDATION: <u>  approve  </u>	CITY MANAGER'S INITIALS <u>  AJM  </u>
MOTION:  SECONDED: APPROVED ( ) REJECTED ( ) AYES: DISAPPROVED ( ) DEFERRED ( ) NAYES: ABSENT: REFERRED TO:	

# EXHIBIT A

# EXHIBIT "A"

## CITY OF IMPERIAL - REQUEST FOR SEWER CONNECTION



Dynamic Consulting Engineers, Inc.  
 2415 Imperial Business Park Drive, Suite B  
 Imperial, CA 92251

# EXHIBIT B



CITY COUNCIL  
James Tucker - Mayor  
Ida Obeso-Martinez - Mayor Pro-Tem  
Robert Amparano - Council Member  
Katherine Burnworth - Council Member  
Stacy Mendoza - Council Member

CITY CLERK  
Kristina Shields

February 27, 2026

**RE: Water & Sewer "Will Serve" Letter  
For 2680 Nance Road  
Imperial, CA 92251  
APN 064-020-046**

Dear Property Owner,

The City of Imperial has the capacity to provide adequate domestic water & sewer supply services to the property at **2680 Nance Rd, Imperial, CA 92251**, an unincorporated area within the County of Imperial.


Please consider this correspondence as a "Will-Serve" letter which warrants water capacity specifically for the above-referenced project up to February 27, 2027.

Should you have any questions, or need additional information, please do not hesitate to contact our office at your earliest convenience at any of the following numbers:

- a) (760) 355-3336 - Public Services
- b) (760) 355-1152 - Community Development

Sincerely,

  
\_\_\_\_\_  
Jeneil Guerrero  
Interim Public Service Director

  
\_\_\_\_\_  
Othon Mora  
Community Development Director

# EXHIBIT C

**RESOLUTION NO. 2026-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL  
AUTHORIZING DOMESTIC WATER AND SEWER SERVICE CONNECTION  
FOR 2680 NANCE ROAD (APN 064-020-046), PROPERTY LOCATED  
OUTSIDE OF THE CITY OF IMPERIAL**

**WHEREAS**, there is currently no domestic water or sewer servicing 2680 Nance Road (APN 064-020-046) a property located outside of the City of Imperial; and

**WHEREAS**, **Golden Bear Development LLC**, owner of said property, has requested to connect to City water and sewer connections and, upon approval, the applicant must submit an application to the Local Agency Formation Commission (LAFCO); and

**WHEREAS**, Golden Bear Development LLC understands and accepts that the extension of domestic water and sewer services to the property at 2680 Nance Road is strictly for that property and will not extend to any other properties without LAFCO and City approvals; and

**WHEREAS**, a “Will Serve” letter was issued on February 27, 2026, stating that the City of Imperial has the capacity to provide adequate domestic water service for one (1) single family dwelling to the property at 2680 Nance Road after Public Services Department and Community Development Department reviewed the request.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Imperial hereby agrees:

- a. To authorize the City of Imperial to approve a water service connection for 2680 Nance Road, as outlined.
- b. The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

**THE FOREGOING RESOLUTION** was passed and adopted by the City Council of the City of Imperial on the 18<sup>th</sup> day of March 2026.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

Signed: \_\_\_\_\_  
Ida Obeso-Martinez, Mayor

ATTEST:

Signed: \_\_\_\_\_  
Kristina Shields, City Clerk

# EXHIBIT D

RECORDING REQUESTED AND  
WHEN RECORDED MAIL TO:

CITY OF IMPERIAL  
420 S. IMPERIAL AVENUE  
IMPERIAL, CA 92251

This Space Reserved for Recorder Only Gov. Code 27361.6

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### **AGREEMENT FOR SEWER AND WATER SERVICES**

This agreement, made and entered into between the **City of Imperial**, a municipal corporation, hereinafter referred to as “City” and **Golden Bear Development LLC for 2680 Nance Road** (APN 064-020-046), hereinafter referred to as “Consumer” collectively referred to as “Parties.”

#### **RECITALS**

WHEREAS, Consumer is the owner of certain real property located outside the city limits of the City of Imperial (“Property”); and

WHEREAS, the Property is more particularly described in the attached **Exhibit A**; and

WHEREAS, Consumer is desirous of connecting to City’s existing sewer and water service system for domestic use; and

WHEREAS, City is agreeable to providing sewer and water service to Consumer’s real property, as more particularly described below, upon certain conditions.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. City hereby grants to Consumer permission to connect to the Sewer and Water Service Systems (“Systems”) to the property of Consumer, more particularly described in the attached Exhibit A which is incorporated by this reference.

3. Consumer agrees to be bound by all the ordinances, rules and regulations of the City pertaining to Sewer and Water services, and to pay such rates for said services as set forth herein and as the City Council of the City may fix by ordinance, resolution or motion duly adopted or amended from time to time.

4. Parties agree that City will not extend its Systems or pay to allow extension of the Systems to enable Consumer to connect to the Systems, and that Consumer will, at Consumer’s

own expense, install such infrastructure as may be required to connect to the Systems. Consumer agrees that all material and labor for installing any such infrastructures shall be at the expense of Consumer and that such infrastructures must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the building inspector of the City. Plans for such installation shall be approved by City prior to installation. The design will be such that existing users will not be adversely impacted.

5. Consumer shall, at Consumer's sole expense, obtain all permits, including, but not limited to, any necessary encroachment permits. Additionally, Consumer shall, at Consumer's sole cost, obtain approval from the Imperial County Local Agency Formation Commission for obtaining the service described herein.

6. Upon application for a permit, Consumer shall pay to City a connection fee as set forth by the City Council in an amount as may be established from time to time and in effect at the time of payment. Additionally, Consumer shall pay any other applicable fees and charges, including, but not limited to, monthly fees and reimbursement for previously installed infrastructure as determined by City.

7. This agreement authorizes Sewer and Water Services for the real Property described in Exhibit A. In the event any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than Consumer, this Agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for Sewer. It is agreed that non-compliance with this paragraph by Consumer, or any person holding under or through Consumer or a grantee of Consumer, will justify the City in immediately terminating Consumer's sewer and water services.

8. Parties agree that the Domestic Sewer and Water services provided to Consumer under this agreement shall be for one single family dwelling only. In the event Consumer wishes to have City sewer to any additional residential dwelling, Consumer must make separate application and enter an agreement for Sewer and Water services. City may grant or deny such application in its sole and unfettered discretion. Parties further agree that the sewer service provided to Consumer under this agreement shall be used for domestic personal use only for Consumer's residence and not commercial or industrial use

9. Consumer agrees, as a condition of receiving Sewer and Water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include sewer lines, water lines, storm drains, roadway improvement and street lighting improvement. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district. Further, by the execution of this agreement, Consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Imperial, when at such times as the City Council of the City determines it would be in the best interest of City to annex said property.

10. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorders office so that any successors in interest to Consumer of the real property described in Exhibit A shall have notice of the re-application provisions contained above.

IN WITNESS WHEREOF, the parties hereto set their hands on this 18<sup>th</sup> day of March 2026.

**CITY:**

CITY OF IMPERIAL

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

**CONSUMER:**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk