


DATE SUBMITTED 07/11/2022
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR OTHON MORA
 DATE ACTION REQUIRED 07/20/2022

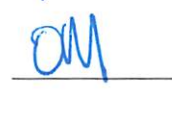
COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:
 WATER SERVICE TO A PROPERTY OUTSIDE CITY BOUNDARIES.
 1. APPROVE EXTENSION OF WATER SERVICE TO 2670 NANCE ROAD (APN 064-020-020)
 DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:
 There is currently no City water system servicing 2670 Nance Road (APN 064-020-020). This parcel is located outside City limits.
 Mr. Russell Roben/Roben, LLC applied to LAFCO on June 06, 2022 requesting approval to establish service with the City of Imperial.
 Now Mr. Roben is requesting City approval to connect the above-referenced parcel to the City's water systems.
 The applicant shall be responsible for paying all applicable City fees and for the installation of the necessary water fittings to service said parcel. He also agrees to adhere to the current City Agreement for Domestic Water Service.
 For details, see attached Exhibit A (Site plan illustrating the location of the existing City's water pipelines in the vicinity of said parcel), Exhibit B (fully executed "Will Serve" letter), and Exhibit C (Agreement for Domestic Water Service).

FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS <u></u>
--------------------	---

STAFF RECOMMENDATION: Staff recommends approval of extension of water service to 2670 Nance Road (APN 064-020-020) located outside City limits.	DEPT. INITIALS <u></u>
--	---

MANAGER'S RECOMMENDATION: <u>Approve</u>	CITY MANAGER'S INITIALS <u></u>
--	--

MOTION:

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

(12" SS)

(10" SS)

Exhibit A

Owner of this parcel is requesting water & sewer services. However, only water service is available.

2670 Nance Rd
APN 064-020-020
Roben LLC

Nance Rd

(Force Main)

(8" Water)

(Force Main)

(8" Water)



2670 Nance Rd

Banta Rd

Exhibit B



CITY COUNCIL
Geoffrey D. Dale - Mayor
Katie Burnworth - Mayor Pro-Tem
Robert Amparano - Council Member
Karin Eugenio - Council Member
James Tucker - Council Member

CITY CLERK
Dennis Morita

CITY TREASURER
Laura Gutierrez

June 27, 2022

Roben, LLC
Attn: Russel Roben
341 Crown Ct
Imperial, CA 92251

NOTE:

This letter will be valid upon City Council action approving connection request.

RE: **Water "Will Serve" Letter
For 2640 Nance Road, Imperial CA 92251
APN 064-020-020**

Dear Mr. Roben:

The City of Imperial has the capacity to provide adequate domestic water supply service to the property at 2670 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 June 27, 2023.

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,


Jackie Loper
Public Service Director


Othon Mora
Community Development Director

Exhibit C

RECORDING REQUESTED AND
WHEN RECORDED MAIL TO:

CITY OF IMPERIAL
ATTN:

This Space Reserved for Recorder Only Gov. Code 27361.6

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Imperial, a municipal corporation, hereinafter referred to as “City” and Roben, LLC for 2670 Nance Rd (APN 064-020-020), 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 water distribution system for domestic use; and

WHEREAS, City is agreeable to providing domestic 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 City Water System (“System”) 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 water service, and to pay such rates for said service 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 System or pay to allow extension of the System to enable Consumer to connect to the System, and that Consumer will, at Consumer’s own expense, install such infrastructure as may be required to connect to the System. Consumer agrees that all material and labor for installing

any such infrastructure shall be at the expense of Consumer and that such infrastructure must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the Community Development and/or Public Services Inspector(s) 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 (LAFCO) 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 water service 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 water service. 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 water service.

8. Parties agree that the water service provided to Consumer under this agreement shall be for one single family dwelling only. In the event Consumer wishes to have City water to any additional residential dwelling, Consumer must make separate application and enter an agreement for domestic water service. City may grant or deny such application in its sole and unfettered discretion. Parties further agree that the water 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 domestic 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 water and sewer 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 this _____ day
of _____, 20__.

CITY:

CONSUMER:

CITY OF IMPERIAL

By _____
Mayor

ATTEST:

By _____
City Clerk