

10:30 am
8/26/10



CITY OF FRESNO
City Clerk's Office (Original)

Resolution

Whereas, the Senior and Executive Pastors have made a recommendation to the Trustees to enter into an Extra-Territorial Emergency Service and Offsite Infrastructure Agreement Between Clovis Hills Community Church and City of Fresno ("Agreement"); and

Whereas, due to the time sensitive nature as determined by the Executive Pastor, the Executive Pastor called and held a special meeting of the Trustees as authorized by Article VII, Section II(2)(E) of the Constitution of Clovis Hills Community Church; and

Whereas, the meeting was held on 8/8/10; and

Whereas, a quorum of Trustees was present to consider the recommendation, with 8 of 9 Trustees participating; and

Whereas, after consideration of the recommendation, by a majority vote of those Trustees present, the Trustees approved the recommendation of the Clovis Hills Community Church to enter into the Agreement; and

Whereas, Steve Davidson is currently serving as Senior Pastor of Clovis Hills Community Church and is authorized by the Constitution of the Clovis Hills Community Church to carry out this decision of the Church by executing the Agreement on behalf of the Church;

Resolved, that Steve Davidson, Senior Pastor, is authorized and directed to sign the Agreement on behalf of Clovis Hills Community Church.

CERTIFICATION

I, David Love, Executive Pastor serving as the Vice-President and Secretary of the Clovis Hills Community Church, certify that the foregoing resolution was approved by the Board of Trustees of the Clovis Hills Community Church, at a special meeting held on the 8th day of August, 2010, and that said resolution remains in full force and affect.

By: 

David Love

Executive Pastor as Vice-President and Secretary, Clovis Hills Community Church

VOICE 559.297.2600
FAX 559.297.7499

10590 N. Willow
Clovis, California 93619

www.clovishills.com
newday@clovishills.com

**EXTRA-TERRITORIAL EMERGENCY SERVICE AND OFFSITE
INFRASTRUCTURE AGREEMENT BETWEEN
CLOVIS HILLS COMMUNITY CHURCH AND CITY OF FRESNO**

THIS AGREEMENT is made and entered into effective the 26th day of August, 2010 ("Effective Date"), by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and CLOVIS HILLS COMMUNITY CHURCH OF CLOVIS, CALIFORNIA, a California Corporation (hereinafter referred to as "CLOVIS HILLS").

RECITALS

WHEREAS, CLOVIS HILLS is located in the County but within the City of Clovis sphere of influence at 10590 N. Willow Ave., Clovis, CA 93619 (hereinafter referred to as "Property"); and

WHEREAS, CLOVIS HILLS has two private water wells that are inadequate to provide a water supply to the Church; and

WHEREAS, the City of Clovis does not have water facilities available to serve the Property and the cost to extend services to the Property is not currently economically feasible; and

WHEREAS, CLOVIS HILLS needs a temporary water supply for emergency use until City of Clovis has water facilities available to serve the Property; and

WHEREAS, CITY has available water services adjacent to the Property along Willow Avenue which may be extended to the CLOVIS HILLS Property; and

WHEREAS, the City of Clovis has consented to CLOVIS HILLS obtaining temporary emergency water service from CITY to the Property until City of Clovis water facilities are available to service the Property; and

WHEREAS, CITY is willing to provide temporary emergency water service to the Property in accordance with the provisions of this Agreement until the City of Clovis has water facilities available to serve the Property; and

WHEREAS, CITY's 2025 General Plan did not contemplate the additional water service to CLOVIS HILLS; and

WHEREAS, CLOVIS HILLS is capable of purchasing an annual surface water allocation of approximately 23 acre feet from Garfield Water District to provide sufficient surface water to serve CLOVIS HILLS' domestic demands ("CHCC Allocation"); and

WHEREAS, CITY upon delivery of surface water to CITY'S surface water treatment facility is willing to treat and distribute such surface water to CLOVIS HILLS, according to the conditions set forth in this AGREEMENT; and

WHEREAS, CLOVIS HILLS filed an application with Fresno Local Agency Formation Commission ("LAFCo") to obtain service from CITY; and

WHEREAS, LAFCo approval requires CLOVIS HILLS to enter into an Extra-Territorial Water Service Agreement with CITY to provide water services to the Property; and

WHEREAS, this Agreement is intended to comply with LAFCo requirements for an Extra-Territorial Water Service Agreement with CITY to provide water service to CLOVIS HILLS (hereinafter referred to as "Project").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

A. Connection to CITY's Municipal Water System: Connection to CITY's municipal water system by CLOVIS HILLS shall be subject to the following conditions:

1. CITY's New Water Service Lines. Upon payment by CLOVIS HILLS of applicable fees and charges to CITY, CITY shall install 2 (two) two-inch water service lines from an existing municipal water system water main in Willow Avenue to the Public Right of Way ("PRW") at the frontage of CLOVIS HILLS along Willow Avenue, including two water meters to be located in the PRW. The water service lines installed by CITY, between the existing water main in Willow Avenue to and including the two water meters in the PRW, are collectively referred to herein as "CITY's New Water Service Lines."

2. Metered Service Connections. Subject to the terms of this Agreement, CITY shall allow CLOVIS HILLS two metered service connections for fire, domestic and irrigation use to CITY's New Water Service Lines. The two service connections shall be made by CLOVIS HILLS at the two water meters installed in the PRW (hereinafter "Points of Service").

3. Construction of Private Water Systems. CLOVIS HILLS shall design, construct, operate and maintain, as its sole responsibility and expense, private water service lines downstream from CITY's New Water Service Lines from the Points of Service (hereinafter "Private Water Systems"), including installation of any required devices including fire hydrants, if any. CLOVIS HILLS shall submit engineered water facility improvement plans, prepared by a Registered Civil Engineer, to the County of Fresno for review and approval of the Private Water System by the County of Fresno. County of Fresno approval shall be required before construction and operation of the Private Water Systems by CLOVIS HILLS. CLOVIS HILLS is solely responsible to insure the Private Water Systems are capable of delivering fire flows acceptable to the local fire protection agency, that public water quality standards are complied

with, including any necessary testing and reporting, and shall protect CITY's public potable water supply by installation of an approved reduced pressure principal backflow device at the Points of Service connections of the Private Water Systems to CITY's New Water Service Lines.

4. Payment of Connection Fees to CITY. As a condition precedent to any City obligation arising under this Agreement, CLOVIS HILLS shall pay to CITY all applicable fees, charges and other payments required by CITY as a condition of connection to CITY's New Water Service Lines. Samples of types of fees required by CITY, and estimated rates, are attached as Exhibit "A." Notwithstanding the foregoing, CLOVIS HILLS shall only be required to pay Water Service and Metered Charges, currently estimated at five-thousand three-hundred and twenty-four dollars (\$5,324.00), within five (5) days of the last party to execute this Agreement. All other connection fees, charges and payments shall be deferred ("Deferred Connection Fees") unless and until CLOVIS HILLS continues to receive water services from CITY more than ten years after the Effective Date. If CLOVIS HILLS receives water services from CITY under this Agreement more than ten years after the Effective Date, CLOVIS HILLS shall immediately pay all Deferred Connection Fees including those identified in Exhibit "A," or the fees and charges in existence at that time including those identified in CITY's UGM101s and Master Fee Schedule, whichever amount is higher. Nothing in this paragraph shall affect CLOVIS HILLS' obligation to promptly pay all non-connection fees and costs, including required permits and CLOVIS HILLS' municipal utility water service account(s) with CITY.

5. Provision of CHCC Allocation from Garfield Water District. CLOVIS HILLS shall provide CHCC Allocation under this Agreement to CITY in an amount of not less than one-hundred percent of CLOVIS HILLS' metered usage, estimated to be approximately 23 acre feet. In this regard, CLOVIS HILLS represents it has certain rights to receive water as a landowner in the Garfield Water District. CLOVIS HILLS is solely responsible to secure conveyance agreements with the Fresno Irrigation District and Garfield Water District or other entities to deliver CHCC Allocation to CITY's surface water treatment facility. CLOVIS HILLS is solely responsible for all costs, fees and expenses associated with provision of conveyance and delivery of CHCC Allocation to the point of delivery specified by CITY in accordance with CITY's Contract 14-06-200-8901-LTR1 with the U.S. Bureau of Reclamation.

6. CITY to Provide Water. Upon CLOVIS HILLS' full and complete performance of all of CLOVIS HILLS' obligations and responsibilities under this Agreement, CITY agrees to provide CLOVIS HILLS' Property with water from CITY's municipal water system through CITY's New Water Service Lines. CITY's obligation to provide CLOVIS HILLS' Property with water from CITY's municipal water system is conditioned upon CLOVIS HILLS obtaining all necessary governmental consents and approvals including, without limitation, the appropriate permits necessary to install the private water pipelines and related fixtures for the Private Water Systems.

7. No Representation Regarding Water Service Pressure or Volume. CITY does not make any representation, warranty or guarantee of any kind or nature and hereby specifically disclaims any kind of representation, warranty or guarantee that CITY's municipal water system and the water supplied thereby through CITY's New Water Service Lines or the Private Water Systems when constructed and installed by CLOVIS HILLS will yield any specific volume of

water, specific water quality, or provide any specific water pressure to the Property under static or demand scenarios or for any use by CLOVIS HILLS and its tenants, lessees, purchasers, successors or assigns. CLOVIS HILLS assumes full responsibility for the adequacy of volume of water, water pressure and water quality from the CITY's municipal water system to the Private Water Systems for any and all purposes related to the Property.

8. Maintenance and Repair of Private Water Systems. CLOVIS HILLS shall, at its sole cost and expense, design, construct and install the Private Water Systems and related fixtures necessary to transport water from CITY's municipal water supplied through CITY's New Water Service Lines to the Property. CLOVIS HILLS shall, at its sole cost and expense, maintain, repair and replace the Private Water Systems. Under no circumstances shall CITY be required or accountable to maintain, repair or replace the Private Water Systems. CLOVIS HILLS' obligation to maintain, repair and replace the Private Water Systems shall include, without limitation, any operation and maintenance, repair, replacement or modification of the Private Water Systems that may be required by CITY. Should CLOVIS HILLS fail to operate, maintain, repair and replace the Private Water Systems required by this paragraph, CITY shall have the right, but not the obligation, to stop providing water until the Private Water System is repaired by CLOVIS HILLS.

- a. Leak Repair. It is the sole responsibility of CLOVIS HILLS to respond and repair leaks caused by unforeseen conditions or damage including those caused by CLOVIS HILLS, other parties or acts of God. As part of its duty to maintain the Private Water Systems, CLOVIS HILLS shall promptly repair all leaks, no matter how said leaks may be caused, in the Private Water Systems at its sole cost and expense. CLOVIS HILLS acknowledges unrepaired leaks waste water, may cause property damage or affect public health, safety and welfare. If CLOVIS HILLS fails to promptly repair all leaks, CITY, at its sole discretion, may stop providing water. Thereafter, CITY shall have no obligation to provide water until CLOVIS HILLS repairs the leaks to the Private Water Systems.
- b. Right to Inspect and Access to Water Meters and Reduced Pressure Backflow Devices. CITY shall have the right to inspect and examine the Private Water Systems at any time, including during construction and operation of the Private Water Systems. CITY shall have the right of access to water meters and reduced pressure backflow devices whether located on the Private Water Systems or the Property.

9. CITY Exclusive Source of Water. CLOVIS HILLS shall seal and abandon existing on-site well(s) in compliance with the State of California Well Standards, Bulletin 74-90 or current revisions issued by California Department of Water Resources. CLOVIS HILLS' obligation to seal and promptly abandon existing on-site well(s) shall be effective upon receipt of water from CITY's municipal water system. If at any time CLOVIS HILLS connects to any other potable water supply, including a water supply from a well or public utility, then CITY's obligation to provide temporary emergency water service from CITY's municipal water system under this Agreement shall automatically terminate. In the event CLOVIS HILLS becomes a permanent customer of CITY as set forth in Paragraph A(12), CLOVIS HILLS shall not connect to any other potable water supply unless authorized in writing by CITY or as required by Paragraph A(12) upon request of the City of Clovis.

10. No Additional CITY Water Services for Expansion or Improvement of Property. CLOVIS HILLS acknowledges this Agreement allows it obtaining temporary emergency water service from CITY to the Property until City of Clovis water facilities are available to service the Property as specified in Paragraphs A(11) or A(12). CLOVIS HILLS also acknowledges CITY's 2025 General Plan does not contemplate the additional water service to CLOVIS HILLS and CITY's water supply is limited. CLOVIS HILLS hereby covenants it will not construct any additional buildings, facilities, structures, landscaping, or engage in any other use of the Property resulting in an increase in the level of water usage during the period of time it is connected to CITY's municipal water services as a temporary water supply for emergency use as set forth in Paragraph A(12). If CLOVIS HILLS becomes a permanent customer as set forth in Paragraph's A(12) and (13), the CITY will consider an amendment requiring CITY Council approval to this Agreement allowing for additional buildings, facilities, structures, landscaping, or engage in any other use of the Property resulting in an increase in the level of water usage. To the extent possible, CLOVIS HILLS shall ensure the Property shall utilize surface water, if any, for irrigation needs.

11. Connection to the City of Clovis Municipal Water System When Available. Prior to becoming a permanent customer of CITY as set forth in Paragraph A(13), CLOVIS HILLS shall promptly connect to the City of Clovis municipal water system if City of Clovis water facilities become available. For the purposes of this Paragraph water facilities are said to be "available" when there is a City of Clovis water main capable of providing water service to the Property located within 100 feet of the Property and the City of Clovis authorizes water service to the Property. CLOVIS HILLS shall take all reasonable steps to obtain any necessary approval(s) from the City of Clovis, including payment of fees and obtaining permit(s). If CLOVIS HILLS connects to the City of Clovis' municipal water system then CITY's obligation to provide temporary emergency water service from CITY's municipal water system under this Agreement shall automatically terminate.

12. Temporary Emergency Services and Permanent Water Services. The parties to this Agreement acknowledge the nature of the municipal water service provided by CITY to CLOVIS HILLS is to address emergency water needs of CLOVIS HILLS on a temporary basis. However, if CLOVIS HILLS receives water services from CITY more than ten years after the Effective Date, water service will no longer be considered temporary and emergent, and CLOVIS HILLS shall be a permanent customer of CITY. If CLOVIS HILLS becomes a permanent customer of CITY, CLOVIS HILLS must also receive CITY approval of all permits and entitlements associated with the Property, and be subject to CITY's ordinances and regulations, as if the PROPERTY were located within CITY's jurisdiction. Notwithstanding the foregoing, CLOVIS HILLS shall be required to connect to City of Clovis municipal water system and discontinue CITY water service upon request of the City of Clovis at any time. If CLOVIS HILLS connects to the City of Clovis' municipal water system then CITY's obligation to provide water service from CITY's municipal water system under this Agreement shall automatically terminate.

13. Continuing Obligations and Responsibilities of CLOVIS HILLS to Pay for Municipal Utility Water Services Provided by CITY. CLOVIS HILLS agrees to promptly pay to

CITY any and all fees for water services supplied by CITY to CLOVIS HILLS' Property. All fees listed in CITY's Master Fee Schedule are regularly updated and amended from time to time by CITY's Council. Notwithstanding any other section of this Agreement, the fees and rates set forth by the Master Fee Schedule, as currently in effect or as it may be amended, are incorporated herein and shall have precedence over the fees listed in this Agreement and attached exhibit(s). CLOVIS HILLS is responsible to pay the fees and rates as set forth by the Master Fee Schedule, except as otherwise provided in Paragraph A(4) regarding the Deferred Connection Fees. CLOVIS HILLS agrees to apply to CITY for a municipal utility water account, maintain its water municipal utility water service account with CITY in a current status and comply with CITY's Fresno Municipal Code Sections 6-100 et seq. as subsequently updated or amended. CLOVIS HILLS acknowledges and agrees that should its municipal utility water service account with CITY become sixty (60) days delinquent, CITY shall have the right, at CITY's sole option, to discontinue water service to the Property.

14. Indemnification of CITY: To the greatest extent allowed by law, CLOVIS HILLS shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CLOVIS HILLS or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity (including attorney's fees and litigation expenses incurred by City or held to be the liability of the City, including plaintiff's attorneys' fees if awarded), arising or alleged to have arisen directly or indirectly out of (a) the making of this Agreement; (b) the performance of this Agreement; (c) the performance of any or all work to be done in and upon the street rights-of-way, upon the Property or premises adjacent thereto pursuant to this Agreement; (d) arising or alleged to have arisen directly or indirectly in any way related to the design, construction, installation, maintenance and operation of the Public Water Systems by anyone occupying any portion of the Property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses and attorney fees arising from water quality compliance, a lack of volume of water, inadequate fire flow, or lack of water pressure in, from or delivered to the Public Water Systems. CLOVIS HILLS' obligations under the preceding sentence shall apply regardless of whether CLOVIS HILLS or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers. This section shall survive termination or expiration of this Agreement.

B. Additional Provisions:

1. Covenants Running with the Land. CLOVIS HILLS acknowledges and agrees all of CLOVIS HILLS' covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with CLOVIS HILLS' Property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code, shall be in favor of and for the benefit of CITY and shall be enforceable by CITY. CLOVIS HILLS' covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with the Property and shall be binding on CLOVIS HILLS and CLOVIS HILLS' successors,

assigns, lessees and all parties and persons claiming under them. CLOVIS HILLS consents to this Agreement being recorded as covenant running with the Property.

2. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. CLOVIS HILLS may not assign its rights and/or obligations under this Agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld. Any such consent by CITY shall not, in any way, relieve CLOVIS HILLS of its obligations and responsibilities under this Agreement.

3. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

4. Binding. Subject to Section 15, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

5. Compliance With the Law. In providing the services required under this Agreement, CLOVIS HILLS shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. CLOVIS HILLS, not CITY, is responsible for determining applicability of and compliance with all local, State and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, and Government Code; the Fresno City Charter; and the Fresno Municipal Code. CITY makes no representations regarding the applicability of any such laws to this Agreement, the project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. CITY shall not be liable or responsible, in law or equity, to any person for CLOVIS HILLS' failure to comply with any such laws, whether CITY knew or should have known of the need for CLOVIS HILLS to comply, or whether CITY failed to notify CLOVIS HILLS of the need to comply.

6. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

7. Public Health, Safety and Welfare. Nothing contained in this Covenant shall limit CITY's authority to exercise its police powers, governmental authority or take other appropriate actions to address issues of public health, safety and welfare as deemed appropriate by CITY in its sole determination and discretion.
8. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
9. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
10. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
11. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
12. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees, costs and legal expenses.
13. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
14. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto, which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.
15. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
16. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not

intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

17. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CLOVIS HILLS.

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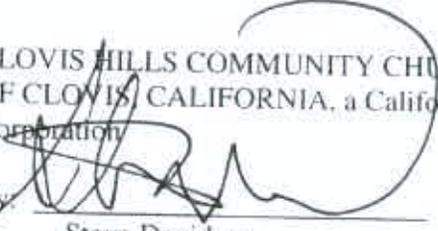
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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: 
Rene Ramirez
Director of Public Utilities

CLOVIS HILLS COMMUNITY CHURCH
OF CLOVIS, CALIFORNIA, a California
Corporation

By: 
Steve Davidson
Title: Senior Pastor

ATTEST:
REBECCA E. KLISCH
City Clerk

By: 
Deputy
9/15/10

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: 
Shannon L. Chaffin Date
Deputy City Attorney

Addresses:

CITY:
City of Fresno
Attention: Department of Public Utilities,
Water Division
1910 E. University Ave.
Fresno, CA 93703
Phone: (559) 621-5319
FAX: (559) 488-1024

CLOVIS HILLS:
10590 N. Willow Ave.
Clovis, CA 93619
Phone: (559) 297-2600
FAX: (559) 297-7499

Attachments:

- 1. Ex "A" - City of Fresno Development and Impact Fee Estimate

State of California)
County of Fresno)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 8/8/10 before me, Joan Gibson, Notary Public
(here insert name and title of the officer)
personally appeared Steve Davidson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joan R Gibson

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Extra Territorial Emergency Service & Offsite Infrastructure Agreement
containing 10 pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s)

- Guardian/Conservator
 Partner Limited/General
 Trustee(s)

Other Senior Pastor

representing: Clovis Hills Community Church
(Name(s) of Person(s) or Entity(ies) Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 Form(s) of identification Credible witness(es)

Notarial event is detailed in notary journal on:

Page # 39 Entry # 5

Notary contact: Joan Gibson

Other: 559-297-0600

Additional Signer(s) Signer(s) Thumbprint(s)

Exhibit "A"

CITY OF FRESNO DEVELOPMENT AND IMPACT FEE ESTIMATE

The following estimates are based on preliminary conceptual information. The exact fee obligation will be computed at the time of development by the Planning and Development Department. The fee rates in effect at the time of development shall apply.

Proposed Development: Clovis Hills Community Church - Water Connection

A.P.N. 580-050-03S

Proposed Zoning: Outside City

Site Area: 40.44 ac.

Living Units / LUE: 121 L.U.E.

Building Area:

Entitlement:

Vesting Rights:

Estimate Date: January 15, 2010

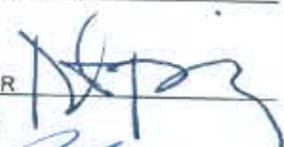
WATER CONNECTION CHARGES						
	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
Water Service & Meter Charge		2	EA	\$2,671.00	\$5,342.00	
Frontage Charge		1,286	L.F.	\$6.50	\$8,359.00	
Transmission Grid Main (TGM)	A	40.44	AC	\$643.00	\$26,002.92	
TGM Bond Debt		40.44	AC	\$243.00	\$9,826.92	
UGM Water Supply Fee	101-S	121	L.U.E.	\$456.00	\$55,176.00	
UGM Wellhead Treatment Fee	101	121	L.U.E.	\$0.00	\$0.00	
UGM Recharge Area Fee	101	121	L.U.E.	\$0.00	\$0.00	
1994 Bond Debt Service Fee	101	121	L.U.E.	\$895.00	\$108,295.00	

Total Water Connection Charges	\$213,001.84
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Total Fees and Charges	213,001.84
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City of
FRESNO REPORT TO THE CITY COUNCIL

August 26, 2010

AGENDA ITEM NO.	10:30am
COUNCIL MEETING	8/26/10
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

FROM: RENE A. RAMIREZ, Director
Department of Public Utilities 

BY: LON M. MARTIN P.E., Assistant Director *L.M.*
Department of Public Utilities

SUBJECT: ADOPT THE ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR ENVIRONMENTAL ASSESSMENT NO. EA-10-14; AND APPROVE AN EXTRA-TERRITORIAL WATER SERVICE AGREEMENT BETWEEN THE CITY OF FRESNO AND CLOVIS HILLS COMMUNITY CHURCH CONTINGENT UPON FINAL APPROVAL OF CLOVIS HILLS COMMUNITY CHURCH'S APPLICATION WITH LAFCO

RECOMMENDATIONS

Presented to City Council
Date 8/26/10
Disposition Accepted/ approved

Staff recommends that the City Council take the following action:

1. Adopt the environmental finding of a Mitigated Negative Declaration for Environmental Assessment No. EA-10-14.
2. Approve an Extra-Territorial Water Service Agreement between the City of Fresno and Clovis Hills Community Church (CHCC) and, authorize the Director of Public Utilities to sign the agreement on behalf of the City contingent upon final approval of CCHC's application with LAFCo.

EXECUTIVE SUMMARY

The CHCC property has two private water wells that are inadequate to provide water service to the Church. In addition, the City of Clovis does not have water facilities available to serve the Church, and the cost to extend the facilities is not economically feasible at this time. The City of Fresno has water facilities within North Willow Avenue that are available to supply water service to the CHCC property. The CHCC has secured 23 acre-ft of surface water from Garfield Irrigation District who will deliver the water to Fresno's surface water treatment facility for treatment and eventual delivery to CHCC. CHCC will have a metered water service and will be charged Fresno's metered water rate. The City of Clovis has consented to allow CHCC to obtain service from the City of Fresno until the City of Clovis has water facilities available to serve the property.

CHCC has filed an application with Fresno Local Agency Formation Commission (LAFCo) to obtain water service from the City of Fresno. LAFCo has required CHCC to enter into an Extra-Territorial Water Service Agreement with the City of Fresno for the provision of water service. The Agreement outlines the requirements and provisions for water service and has been approved as to form by the City Attorney's Office. The Agreement is contingent upon final approval of CCHC's application by LAFCo scheduled for consideration on September 8, 2010.

BACKGROUND

The CHCC property is located within the County of Fresno, and within the City of Clovis sphere of influence at 10590 North Willow Avenue. CHCC presently obtains its water supply from two private water wells located within the property. These wells are not capable of serving the property, and the cost to extend the City of

REPORT TO THE CITY COUNCIL

Clovis Hills Community Church

August 26, 2010

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Clovis' services to the property is not economically feasible at this time. The City of Fresno has an existing water main adjacent to CHCC's property at North Willow Avenue that is capable of providing water service to CHCC. Due to the lack of available water supply, CHCC has requested from the City of Fresno a temporary water supply for emergency use. The City of Clovis has consented to allow CHCC to obtain this supply from the City of Fresno, until the City of Clovis has water facilities available to serve the property.

CHCC has filed an Extension of Municipal Water Service application with Fresno LAFCo to obtain water service from the City of Fresno. LAFCo has required that CHCC enter into an Extra-Territorial Water Service Agreement with the City of Fresno. The Agreement outlines the installation maintenance of water services, and the payment of appropriate fees, charges and other payments for connection. Additionally, the City's 2025 General Plan did not contemplate the additional water service to CHCC. CHCC has demonstrated that they are capable of purchasing an annual surface water allocation of approximately 23 acre feet from Garfield Water District to meet CHCC's domestic demands. The agreement requires CHCC to secure conveyance agreements with the Fresno Irrigation District and Garfield Irrigation District to deliver the water to the City of Fresno. Upon delivery of the surface water, the City will treat the water at its Surface Water Treatment Facility and distribute it to CHCC. The City Attorney's Office has reviewed the proposed Agreement and approved it as to form. The Agreement is contingent upon final approval of CCHC's application by LAFCo scheduled for consideration on September 8, 2010.

ENVIRONMENTAL FINDING

The City of Fresno has conducted an initial study of the of the project, and it has been determined to be a project that is not fully within the scope of the Master Environmental Impact Report No. 10130 (MEIR) prepared for the 2025 Fresno General Plan (SCH #2001071097) or the Mitigated Negative Declaration prepared for Plan Amendment No. A-09-02 (SCH #2009051016) to amend the Air Quality Element of the 2025 Fresno General Plan (Air Quality MND). Therefore, the Planning and Development Department proposes to adopt a Mitigated Negative Declaration for this project.

The subject property is located outside the boundaries of the 2025 Fresno General Plan and sphere of influence; and, therefore, outside the "Study Area" of the Master Environmental Impact Report for direct impacts relating to Water Supply, Water Quality and Hydrology. However, the subject property was included in the larger boundary of the Fresno/Clovis Metropolitan Water Resource Plan, established for consideration of cumulative impacts, which reflects the institutional and hydrogeologic area relying on a common aquifer.

With the project specific mitigation imposed, there is no substantial evidence in the record that this project will have additional significant, direct, indirect or cumulative effects on the environment that are significant and that were not identified and analyzed in the MEIR. After conducting a review of the adequacy of the MEIR pursuant to Public Resources Code, Section 21157.6(b)(1), the Planning and Development Department, as lead Agency, finds that no substantial changes have occurred with respect to the circumstances under which the MIER was certified and that no new information, which was not known and could not have been known at the time that the MEIR was certified as complete, has become available.

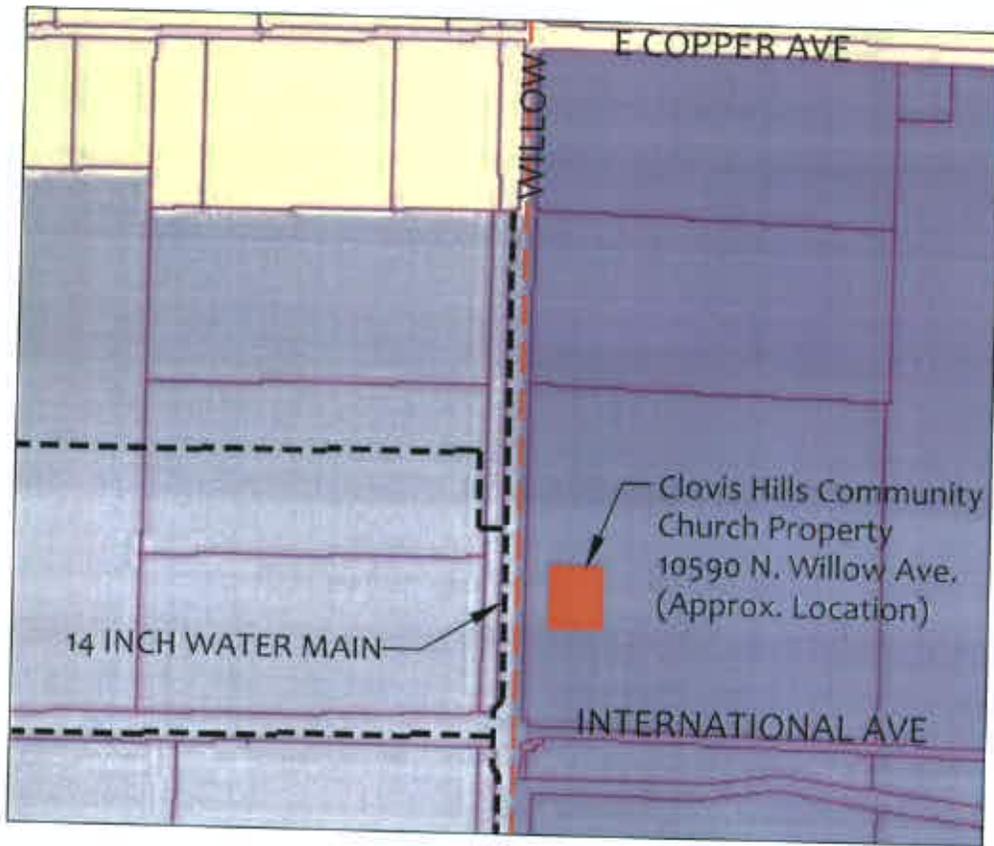
FISCAL IMPACT

No fiscal impact.

Attachments

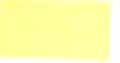
- Plot map of CHCC property
- Extra-Territorial Agreement
- Mitigated Negative Declaration

CLOVIS HILLS COMMUNITY CHURCH PROPERTY



NO SCALE

LEGEND

-  14 INCH WATER MAIN - FRESNO
-  PARCEL LINE
-  FRESNO SPHERE OF INFLUENCE
-  CLOVIS SPHERE OF INFLUENCE
-  CLOVIS CITY LIMIT
-  FRESNO CITY LIMIT
-  FRESNO COUNTY

