

**EXTRATERRITORIAL WATER AND SEWER SERVICE AND OFFSITE  
INFRASTRUCTURE AGREEMENT BETWEEN  
CLOVIS UNIFIED SCHOOL DISTRICT AND THE CITY OF FRESNO**

THIS EXTRATERRITORIAL WATER AND SEWER SERVICE AND OFFSITE INFRASTRUCTURE AGREEMENT (Agreement) is made and entered into effective \_\_\_\_\_, 2023, (Effective Date), by and between the City of Fresno, a California municipal corporation (City), and Clovis Unified School District, a California public school district (Applicant).

**RECITALS**

WHEREAS, the Applicant is experiencing student overcrowding issues at its existing elementary schools located in the eastern portion of the City, and the student overcrowding adversely impacts the student learning environment at existing elementary schools, and the Applicant determined that there was a need to construct a new elementary school, on an expedited basis, to address the student overcrowding;

WHEREAS, the Applicant has requested the City to provide public water and sewer services to a 25.06-acre property where Dr. Janet L. Young Elementary (the Project) has been constructed to address student overcrowding in the eastern portion of the City;

WHEREAS, the 25.06-acre property on which the Project is located, and which is associated with Fresno County APNs 310-230-24 and 310-230-34 (the Extraterritorial Property), is located within the City's sphere-of-influence, but outside of the City's existing municipal corporate limits;

WHEREAS, California Government Code section 56133(b) permits a city to provide new or extended services by agreement outside its jurisdictional boundaries but within its sphere-of-influence, in anticipation of a later change of organization, and with written approval from the Fresno Local Agency Formation Commission (LAFCo);

WHEREAS, both the City and the Applicant agree it is not necessary for the subject property to be annexed into the City at this time and the Applicant has filed an extension of services application with LAFCo and obtained the necessary approvals;

WHEREAS, LAFCo has reviewed the Applicant's request for water and sewer service extensions, and determined that if the Applicant chooses not to annex the Extraterritorial Property to the City, then an extension of City water and sewer services to the Extraterritorial Property would be appropriate upon an extension of services application filed with LAFCo;

WHEREAS, the City has identified options to provide water supply and sewer capacity to accommodate the Applicant's water and sewer demands at the Extraterritorial Property for the Project, provided the Applicant meets certain conditions set forth below, including the installation of Offsite Improvements, as defined further below and set forth in Exhibit A hereto; and

WHEREAS, the City and the Applicant are both public entities with common jurisdictional boundaries and desire to work together in good faith for the good of their constituencies and not unreasonably withhold information, cooperation or consent as it relates to this Agreement.

## 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 agree as follows:

- A. Provisions Specific to Water and Sewer Service: Connection to the City's public water system and public sewer system by the Applicant shall be subject to the following conditions:
1. Water and Sewer Main Extensions. The Applicant, at its sole expense and without reimbursement from the City, shall be required to install water and sewer service mains as necessary to connect the Extraterritorial Property to the City's public water system and public sewer system. The City shall identify for the Applicant the point(s) of connection to the public water system and public sewer system (Point(s) of Service) and specify the pipeline sizes required for the connections.
  2. Metered Service Connection. The Applicant shall install meters approved by the City for all domestic, irrigation, and all other uses required for the Extraterritorial Property.
  3. Destruction of Existing Onsite Wells. The Applicant shall destroy all existing onsite wells in compliance with the State of California Well Standards, Bulletins 74-81 and 74-90, or current revisions, issued by California Department of Water Resources, Fresno County standards, and City standards. The Applicant shall not apply any water obtained from onsite wells to the Extraterritorial Property. The Applicant shall comply with Fresno Municipal Code (FMC) section 6-518, as may be amended from time to time.
  4. Septic Tanks Prohibited. No septic tanks shall be installed, replaced, or expanded on the Extraterritorial Property. All existing septic tanks shall be abandoned, and all sewer connections must be completed within 90 days of the sewer main extensions installation. Specifically, FMC Section 6-303(a) states "every building or structure in which plumbing fixtures are installed, and every premises having piping thereon, which conveys sewage or other liquid wastes to an approved point of disposal, shall be connected to the regional sewer system if it is available."
  5. Fire Protection Upgrades. The Applicant shall be solely responsible for meeting any required fire protection upgrades beyond the point(s) of connection to the public water system.
  6. Payment of Fees to City. Prior to issuance of approval to connect to the City's water or sewer systems, the Applicant shall pay to the City all required water and sewer fees as determined by the City and set forth in the City's Master Fee Schedule, as may be amended from time to time, including the City's Water Capacity Fee. The Water Capacity Fee shall be based on the number and size of water meters installed to serve the Extraterritorial Property.

7. Water Supply Redundancy. For water supply redundancy purposes, the Applicant, at its sole expense and without reimbursement from the City, shall be required to connect to the City's public water system at two locations designated by the Director of Public Utilities or designee.
8. City to Provide Water and Sewer Service. Upon the Applicant's full performance of all obligations defined herein, including payment of all fees required by the City under this Agreement, the City will provide the Applicant with water and sewer service from City's public water system and public sewer system. The City will not unreasonably withhold providing water and sewer services to the Applicant.
  - a. The City's performance is conditioned upon the Applicant obtaining consent of all applicable governmental agencies including, without limitation, approval of this Agreement by LAFCo and obtaining consent from Fresno County, including, without limitation, obtaining necessary encroachment permits or easements from Fresno County, or private property owners, to install new water lines and new sewer lines (Public Portion) along right of ways or across private property, as may be required to serve the Applicant's property (Private Portion).
  - b. The City shall withhold approval of the Applicant's water and sewer construction plans until all necessary approvals, permits, and easements have been legally obtained and duly recorded with Fresno County.
9. No Representation Regarding Water Service, Pressure or Volume for any Private Portion of the New Water Pipeline. The 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 any Private Portion of the water system will yield any specific volume of water or provide any specific water pressure to the Extraterritorial Property under static or dynamic water demand scenarios, or for any use by the Applicant and its tenants, lessees, purchasers, successors or assigns. Regarding both water and sewer service, the Private Portion begins at the non-City side of the Point(s) of Service and extends throughout the Extraterritorial Property. The Applicant assumes full responsibility for the adequacy of volume of water and water pressure beyond the Point of Service into the Private Portion.
10. Water Service Contingent on Surface Water Supply Availability. The City's provision of water service to the Extraterritorial Property is contingent upon the Applicant providing a sufficient annual surface water supply to accommodate the total estimated annual water demands for the intended uses on the Extraterritorial Property at buildout conditions, plus an additional 10% of the total annual water demand at buildout conditions for drought-resiliency purposes. The City shall have the sole discretion to approve the Applicant's estimates of total annual water demands for the Extraterritorial Property, including drought-resiliency. The approved

estimate of total annual water demands will define the total annual amount of surface water the Applicant must provide to serve the Extraterritorial Property. The City and the Applicant mutually agree that the total annual water demand for the Extraterritorial Property is 40 acre-feet.

The Applicant shall be allowed to provide the required surface water volumes for the Extraterritorial Property using either or both of the following means:

- a. Acquisition of Perpetual Surface Water Right. The Applicant may obtain, at its sole and exclusive cost, a perpetual annual surface water supply allocation, right, entitlement or similar from a public water agency acceptable to the City, and the Applicant shall then dedicate, transfer, or assign the annual perpetual surface water supply allocation, right, entitlement or similar to the City, at no cost to the City. The City shall have the sole discretion to determine whether the annual surface water supply allocation, right, entitlement or similar obtained by the Applicant is acceptable, which will be contingent upon the conditions and costs required to maintain the annual allocation, right, or entitlement in perpetuity.
- b. Payment of Extraterritorial Water Supply Payment. If it is determined that the Applicant's property does not possess surface water entitlements that can be transferred and assigned to the City, or the Applicant cannot obtain a perpetual annual surface water supply allocation, right, entitlement or similar from a public water agency acceptable to the City, then the Applicant shall be required to pay the City for the City to obtain surface water entitlements for the Extraterritorial Property (Water Supply Payment) necessary to meet the total perpetual annual surface water supply required. The Water Supply Payment shall be a one-time payment of ten-thousand dollars (\$10,000) per acre-foot, which will be multiplied by the total estimated annual water demand of 40 acre-feet (including drought resiliency) required to serve the Extraterritorial Property. The Water Supply Payment is based on the City's reasonable estimate of the City's costs to obtain, purchase, develop, or otherwise procure a permanent annual surface water supply source to accommodate the estimated total annual water demands for the Extraterritorial Property. The Water Supply Payment requirement is in addition to and separate from the Water Capacity Fee requirement, which funds the City's capacity related costs for delivering potable water to the Applicant's Extraterritorial Property.

The Applicant agrees to pay the Water Supply Payment no later than thirty days after the Effective Date of this Agreement.

11. No Water Rights Created or Transferred. Nothing in this Agreement creates, transfers, or conveys to the Applicant any property right, water right, or any other right not expressly set forth herein.

12. Maintenance and Repair. The Applicant shall be responsible for operation, maintenance, repair, and replacement of all components of the Private Portion of the water system and sewer system beyond the City's Point of Service. Under no circumstances shall the City be required or accountable to maintain, repair, or replace the Private Portion of the water system or sewer system unless and until the City may, at its sole discretion and option, accept dedication of the water system or sewer system, or any portion thereof in increments or otherwise, at some future date. The Applicant's obligation to maintain, repair, and replace the Private Portion of the water system and sewer system shall include, without limitation, any operation and maintenance, repair, replacement, or modification of the Private Portion of the water system and sewer system as may be required by the City. Should the Applicant fail to operate, maintain, repair, and replace the Private Portion of water system or sewer system as needed for proper operation of the Public Portion, the City shall have the right, but not the obligation, to stop providing water and sewer service.
- a. Leak Repairs. The Applicant shall respond to and repair leaks, breaks, or overflows caused by unforeseen conditions or damage to any Private Portion receiving water and sewer service from the City, including those caused by the Applicant, other parties, or acts of God. As part of its duty to maintain such Private Portion, the Applicant shall promptly repair all leaks, breaks, and overflows, no matter how said leaks, breaks, or overflows may be caused at its sole cost and expense, except that the City shall be responsible for any leaks, breaks, or overflows caused by the City or any contractors or agents acting on behalf of the City. The Applicant acknowledges unrepaired leaks, breaks, and overflows of wastewater may cause property damage, and adversely impact public health, safety, and welfare. If the Applicant fails to promptly repair all leaks, breaks, and overflows, the City, at its sole discretion, may stop providing water and/or sewer service as may be applicable. Thereafter, the City shall have no obligation to provide water and/or sewer service until the Applicant repairs the leaks, breaks, or overflows to the Private Portion.
  - b. Right to Inspect Water and Sewer System. The City shall have the right to inspect and examine the Public Portion at any time, including during construction and operation of the water system and sewer system. The City shall follow the Applicant's visitor policy, attached here as Exhibit D, when entering the Project Property..
  - c. Right to Access and Inspect Water Meters. The City shall have the right of entry to access and inspect all water meters for compliance with American Water Works Association (AWWA) standards, whether located on the Private or Public Portions. The City shall follow the Applicant's visitor policy, attached here as Exhibit D, when entering the Project Property.

13. Exclusive Use of Private Portion. The Private Portion is for the exclusive use of the Applicant on the Extraterritorial Property. After connection to the Public Portion, the Applicant shall not permit the Private Portion to be used, either directly or indirectly, to provide water service or sewer service to any other property regardless of whether the other property is owned by the Applicant or a third party.
14. Reduction of Property Water Consumption. To the extent possible, the Applicant shall implement efforts to reduce water consumption. Efforts would include use of low-flow fixtures, consideration for areas of artificial turf, use of xeriscaping landscapes, and public awareness on water conservation measures. The Applicant shall, at all times, comply with all applicable local and state mandated water conservation measures and be subject to fines and penalties as allowed by law. The Applicant shall be subject to the City's water regulations including water conservation requirements, watering schedules, fines, and penalties.
15. Construction of Public Water and Sewer Facilities. All public water and sewer facilities shall be constructed in accordance with the City's Public Works Department's Standard Specifications, as may be amended from time to time.

B. Additional Provisions. The following provisions shall apply to this entire Agreement:

1. Development Impact Fee Program. The Applicant has agreed to participate in the City's Development Impact Fee Program and has paid the applicable fees as set forth in Exhibit B hereto based on information and designs provided to the City by the Applicant.
  - a. Payment of Fees. The Parties acknowledge that the Applicant paid the applicable Development Impact Fees on August 23, 2019, as specified in Exhibit B.
  - b. Credit from Fee Payment. The Applicant shall receive cost reimbursement in the form of fee credit based on the estimated cost of eligible improvements in accordance with the City's fee reimbursement programs. Actual fee credit and reimbursement shall be based upon the Applicant's submission of invoiced project costs. Fee credit shall be reconciled upon the Applicant's submission.
  - c. Eligible Development Impact Fee Cost Reimbursement. The following work is eligible for reimbursement from the City's Development Impact Fee Program:
    - i. Traffic Signal Improvements. The new traffic signal at Shields and Locan Avenues is eligible for reimbursement (or fee credit) from the Traffic Signal Mitigation Impact Fee Program. New signal poles and other signal related equipment must be at the ultimate location to be eligible for reimbursement.
    - ii. Locan Avenue Improvements. Street widening on Locan Avenue is eligible for reimbursement (or fee credit) from the New Growth Street Fee Program. The new sidewalks,

streetlights, power line underground conversion, and the HAWK traffic signal are not eligible for reimbursement.

- iii. Right-of-Way. Land dedicated by the Applicant for street right-of-way is not eligible for reimbursement. Any property that is acquired from landowners that are not associated with the Project is eligible for reimbursement from the New Growth Street Fee Program. The amount of reimbursement is limited to the appraised value of the land. Any monies paid to the landowners that exceed the appraised value will not be reimbursed.
  - d. Reimbursement Priority. All reimbursements to the Applicant from the City's Development Impact Fee Program are subject to the availability of funds. Reimbursements are paid in accordance with the Fresno Municipal Code. The Applicant will be reimbursed once all eligible projects with reimbursement priority are repaid.
2. Offsite Improvements. As a condition of extending water and sewer facilities to the Extraterritorial Property, the Applicant shall complete offsite improvements as follows:
- a. Offsite Improvements to be Completed Prior to Occupancy. The Applicant agrees to and shall complete all of the improvements set forth in Exhibit A hereto (the Offsite Improvements) prior to occupancy at the Project site. The Applicant acknowledges that the Offsite Improvements are necessary to ensure the safety and welfare of its students, teachers, parents, the citizens of the City of Fresno, and the general public at large and to mitigate impacts arising from the Project. For the purpose of this Subsection, "occupancy" means the Project site is occupied by students for school purposes.
  - b. Condition Precedent. Connection of the Extraterritorial Property to the City's public water and sewer systems is conditioned upon all Offsite Improvements (whether within the City's right-of-way or on the Extraterritorial Property) being complete and approved by all applicable entities prior to occupancy of the Project site. The Applicant acknowledges approval by the County of Fresno or other public agencies may be required for such improvements, and such approval will not supplant the requirement for approval by the City.
  - c. Performance Standards. Offsite Improvements shall be installed in compliance with the latest edition of the standard specifications and drawings of the City at the time of the issuance of a street work permit, including details therewith and amendments thereto. In the event there are no standard specifications of the City for this work and Improvements, such performance and installation shall be in accordance with the latest standards and specifications of the State of California, Department of Transportation, if applicable. The Applicant shall install the Offsite Improvements under the supervision of the Public Works Director and the Director of Public

Utilities, as appropriate. Work shall be inspected under the direction of the Public Works Director as such work progresses.

- d. Performance Security. No performance security shall be required.
- e. Right-of-Way Acquisition and Dedication. The Applicant is responsible for acquiring and/or dedicating all right-of-way necessary for Offsite Improvements and related work to be completed hereunder as well as irrevocable offers of dedicating for future right-of-way and public easements as set forth in Exhibit A. The Applicant shall keep all real property interests subject to an irrevocable offer of dedication free from encumbrances and shall not allow any third-party facilities to be installed therein without the express written consent of the City.
- f. Improvement Cost Obligation. All Offsite Improvements shall be installed at the sole cost and expense of the Applicant. For purposes of this Agreement, "installation" shall include designing, engineering, inspecting, testing, surveying, staking, constructing, installing, and the payment of all applicable fees as required by the Fresno Municipal Code in relation to the Offsite Improvements. If the Applicant fails to timely complete the Offsite Improvements, the City may elect to install such Offsite Improvements to protect the public safety and welfare and the Applicant agrees that it shall be fully responsible for all costs incurred by the City in connection with completion of the Improvements. A final accounting of such costs shall be sent to the Applicant by the Director of Public Works and shall be payable within thirty days of such date. If the Applicant does not pay the costs in full within thirty days after the date the Director mails' notice of such costs, interest shall accrue on the unpaid balance at the maximum legal rate from the date the accounting of costs was confirmed. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City.
- g. Ownership of Offsite Improvements. Unless otherwise provided herein, the City shall own all Offsite Improvements located within public rights-of-way and accepted by the City and the Applicant shall own all Offsite Improvements located on the Extraterritorial Property. Upon annexation of the Extraterritorial Property, the Applicant shall promptly transfer such Offsite Improvements together with required rights-of-way and public easements subject to irrevocable offers of dedication as set forth in Exhibit A, to the City, subject to the City's acceptance. Acceptance of Offsite Improvements by the City shall be subject to City inspection of such improvements at the Applicant's sole cost. The Applicant shall repair, rehabilitate, and otherwise bring such improvements into compliance with City Standards prior to acceptance upon annexation.





or as a registered voter residing on the Property which is the subject of the annexation proceedings. The Applicant shall not be responsible for any charges or fees associated with or related to annexation proceedings solely due to the fact that the Property is part of an area proposed for annexation by the City. However, if the Applicant proposes a development for annexation by the City, whether or not including the Property, the Applicant may be subject to charges and fees associated with or related to such annexation proceedings, and nothing in the Agreement shall operate otherwise.

The Applicant further agrees that in the event they or any other person or legal entity hereafter succeeding the Applicant's interest in and to the Property or a part thereof seeks to protest the annexation contrary to and in breach of the provisions of this Agreement, the City shall be entitled to take the following actions:

- a. In the event a protest to the annexation is filed with the City, such protest shall be null and void and shall be disregarded by the City in determining the value of all protests to such annexation.
  - b. In the event a protest to the annexation is filed with LAFCo or any other board or commission, this Agreement shall act as a complete bar to the acceptance and consideration of such protest by LAFCo or other board or commission at such time as the City files a copy of this Agreement with LAFCo or other board or commission.
5. Covenants Running with the Land. The Applicant acknowledges and agrees the covenants, agreements, promises, representations, and warranties set forth in this Agreement will be covenants running with the Extraterritorial Property as defined in the applicable provisions of Sections 1457 *et seq.* of the California Civil Code. The Applicant's covenants, agreements, promises, representations, and warranties as contained in this Agreement, shall burden the Applicant's successors and assigns and all parties and persons claiming under them. Within thirty days of execution by the last party to sign this Agreement, the Applicant agrees to record a copy of this Agreement as a covenant running with the land.
  6. 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. The Applicant may not assign its rights and/or obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such consent by the City shall not, in any way, relieve the Applicant of its obligations and responsibilities under this Agreement.
  7. Notice. 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. Notice served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

8. Binding. Subject to Sections B (6) and (14) of this Agreement, once this Agreement is signed by all parties and ratified by the Applicant's Governing Board and (if required) the City's City Council, shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
9. Compliance with Law. In providing the services required under this Agreement, the Applicant shall at all times, comply with all applicable laws of the United States, the State of California, and the 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.
10. 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.
11. Indemnification. To the furthest extent allowed by law, the Applicant, and any contractor they should hire, shall indemnify, hold harmless and defend the 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 the City, the Applicant, their contractor 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), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement, and the performance of any or all work to be done in and upon the street rights-of-way or within the Applicant's property boundary, and premises adjacent thereto, pursuant to this Agreement, or arising or alleged to have arisen directly or indirectly in any way related to the construction, installation and operation of the new supply pipeline or its appurtenances by anyone occupying any portion of the Applicant's 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, lack of water pressure in, from or delivered to the new water supply pipeline, or lack of flow capacity in the new water supply pipeline. The Applicant and their contractors' obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, boards, 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 the City or any of its officers, officials, employees, agents, or volunteers.

In the event of a claim, demand, action in law or equity arising out of the sole negligence of the City or the City's breach of this Agreement, the City shall indemnify, hold harmless and defend the Applicant 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 the Applicant, provided nothing herein shall constitute a waiver by the City of governmental immunities including California Government Code section 810 et seq.

This section shall survive termination or expiration of this Agreement.

12. Insurance. The Applicant shall meet the obligations as required in Exhibit C and Contractors constructing Offsite Improvements on behalf of the Applicant, within the public utility easement, some other City easement, or within the City right-of-way, shall be required to maintain in full force all insurance policies pursuant to the City's insurance requirements and policies at the time of permit issuance and prior to commencement of any work within a City easement or right-of-way.
13. Time of the Essence. Time is of the essence of this Agreement.
14. Assignment. The Applicant shall make no assignment of this Agreement or of any duty or obligation of performance hereunder, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld.
15. Public Health, Safety, and Welfare. Nothing contained in this Agreement shall limit the City's authority to exercise its police powers, governmental authority or take other appropriate actions to address threats to public health, safety, and welfare, including temporarily suspending water services as deemed appropriate by the City in its sole determination and discretion.
16. 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.
17. 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.
18. 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.

19. 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 provisions 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.
20. 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 proceedings or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
21. Exhibits. Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.
22. 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 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.
23. 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.
24. No Third-Party Benefits. 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.
25. 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 agreement duly authorized and executed by both the City and the Applicant.
26. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.

**[Signatures follow on the next page.]**

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

CITY OF FRESNO,  
A California municipal corporation

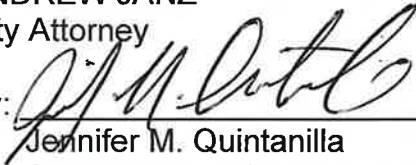
CLOVIS UNIFIED SCHOOL DISTRICT,  
A California public school district

By: \_\_\_\_\_  
Brock D. Buche, PE, PLS  
Director  
Department of Public Utilities

By:  \_\_\_\_\_  
Name: Michael Johnston

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: Associate Superintendent, Admin Services.  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By:  \_\_\_\_\_ 11/5/24  
Jennifer M. Quintanilla Date  
Senior Deputy City Attorney

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Deputy Date

Addresses:  
CITY:  
City of Fresno  
Attention: Director of Public Utilities  
Department of Public Utilities  
1626 E Street  
Fresno, CA 93706

APPLICANT:  
Clovis Unified School District  
Attention: Michael Johnston  
Associate Superintendent, Admin Services  
1450 Herndon Ave  
Clovis, CA 93611  
Phone: 559-327-9000  
FAX: 559-327-9129

- Attachments:
- 1. Exhibit A – Offsite Improvements – Infrastructure
  - 3. Exhibit B – Development Impact Fees Invoice
  - 4. Exhibit C – Insurance Requirements
  - 4. Exhibit D – APPLICANT’S School Visitor Policy



**SUBJECT:** Exhibit A  
Conditions of Approval

**DATE:** May 15, 2018

**TO:** Clovis Unified

**FROM:** Public Works Department

**APN's:** 310-230-24 and 310-230-34

**ADDRESS:** 3202 North Locan Avenue

<b>ATTENTION:</b>			
The items below require a separate process with additional fees and timelines. Submit the following items early to avoid delaying sewer and water connections. Final approval of the site plan is contingent on receipt of all items checked below.			
	<b>To be completed:</b>	<b>Point of Contact</b>	<b>Department and Contact Information</b>
X	Provide a copy of a cross access agreement or a lot merger prior to the connection of City water and sewer facilities.	Clovis Unified	
X	<b>Traffic Impact Study (TIS)</b> A TIS is required to determine traffic impacts. Additional conditions may result from the study.	Jill Gormley	Public Works Department (559) 621-8792 Jill.Gormley@fresno.gov
X	<b>Deeds and Irrevocable Offers of Dedication (up to 2 month processing time)</b> Deeds are required to provide easements to the City for required public improvements. They shall be prepared by the owner / developer's engineer. Executed copies shall be submitted to the City with verification of ownership prior to the connection of City water and sewer facilities.	Jeff Beck	Public Works Department (559) 621-8560 Jeff.Beck@fresno.gov
X	Obtain the additional right of way needed outside of the limits of the school prior to the connection of City water and sewer facilities. (1 ½' on Jewel and Cortland, see future r/w sections B-B and C-C)	Clovis Unified	

## **PUBLIC IMPROVEMENT REQUIREMENTS**

The following requirements are based on city records and the accuracy of the existing and proposed on-site and off-site conditions depicted on the exhibits submitted. Requirements not addressed due to omission or misrepresentation of information, on which this review process is dependent, will be imposed whenever such conditions are disclosed.

Repair all damaged and/or off grade off-site concrete street improvements as determined by the City of Fresno Public Works Department, Construction Management Division, (559) 621-5600. Pedestrian paths of travel must also meet current accessibility regulations.

Underground all existing off-site overhead utilities within the limits of this site/map as per FMC Section 15-4114.

The construction of any overhead, surface or sub-surface structures and appurtenances in the public right of way is prohibited unless an encroachment permit is approved by the City of Fresno Public Works Department, Traffic and Engineering Services Division, (559) 621-8693. Encroachment permits must be approved prior to water and sewer connection.

### **Locan Avenue: Collector**

#### **1. Dedication Requirements**

- a. **Dedicate 34'** of property, from section line, **for public street purposes, within the limits of this application and continue north across APN's 310-230-33, 310-230-27 and 310-901-19**, per Public Works Standards for Collector streets. (Match to the north.)
- b. Dedicate a corner cut for public street purposes at all intersections.

#### **2. Construction Requirements:**

- a. Construct **20'** of permanent paving per Public Works Standard P-50, within the limits of this application and transition paving as necessary.
- b. Construct driveway approaches to Public Works Standards P-2, P-6, P-76 and/or P-77, as approved on the site plan. For proposed approaches shown as P-76 and/or P-77, this is a tentative approval until such time that a qualified Civil Engineer prepares street plans that provide the sufficient cross drainage approved by the City Engineer in accordance with Public Works Standard P-10. If grades are not sufficient, construct to Public Works Standards P-2 and P-6. Provide **10'** of red curbing (3 coats) on both sides of the proposed driveway approaches. Construct a concrete pedestrian walkway behind all driveway approaches. Provide a **12'** visibility triangle at all driveways, per Fresno Municipal Code (FMC) 15-2018B.
- c. Construct concrete curb, gutter and sidewalk to Public Works Standard P-5 along the project frontage and continue north across APN's 310-230-33, 310-230-27 and 310-901-19. The curb shall be constructed to a **10'** commercial pattern. Construct **4' x 6'** tree wells per Public Works Standard P-8. Planting of street trees shall conform to the minimum spacing guidelines as stated in the Standard Specification, Section 26-2.11(C).
- d. Construct an underground street lighting system to Public Works Standard E-1 within the limits of this application. Spacing and design shall conform to Public Works Standard E-8 for Collectors.
- e. Construct standard curb ramps per Public Works Standard P-28, based on a **20'** radius.



- f. Locan and Cortland: Construct a High Intensity Activated CrossWalk per approved engineered street plans. Exact location to be determined with approved plans.

**Cortland Alignment: local (private): Improvements required on both sides**

1. Dedication Requirements

- a. Provide a **57' irrevocable offer of dedication** along the Cortland Avenue alignment for future public street purposes, within the limits of this application, per Public Works Standard P-55, P-56. Centerline shall be aligned with the existing alignment of Cortland on the west side of Locan.
- b. Provide an additional **3' irrevocable offer of dedication** for pedestrian purposes behind all driveway approaches.
- c. Provide an irrevocable offer of dedication at the corners for public street purposes at the all intersections for accessible ramps.

2. Construction Requirements:

- a. Construct **36'** of permanent paving per Public Works Standard P-50, within the limits of this application and transition paving as necessary.
- b. Construct driveway approaches to Public Works Standards P-4, P-6, P-76 and/or P-77, as approved on the site plan. For proposed approaches shown as P-76 and/or P-77, this is a tentative approval until such time that a qualified Civil Engineer prepares street plans that provide the sufficient cross drainage approved by the City Engineer in accordance with Public Works Standard P-10. If grades are not sufficient, construct to Public Works Standards P-2 and P-6. **Provide 10' of red curbing (3 coats) on both sides of the proposed driveway approaches.** Construct a concrete pedestrian walkway behind all driveway approaches. Provide a **12'** visibility triangle at all driveways, per Fresno Municipal Code (FMC) 15-2018B.
- c. Construct concrete curb, gutter and sidewalk to Public Works Standard P-5. The curb shall be constructed to a **7'** commercial pattern. Planting of street trees shall conform to the minimum spacing guidelines as stated in the Standard Specification, Section 26-2.11(C).
- d. Construct an underground street lighting system to Public Works Standard E-2 within the limits of this application. Spacing and design shall conform to Public Works Standard E-9 for Locals.
- e. Construct standard curb ramps per Public Works Standard P-28, based on a 20' radius.
- f. Provide signage identifying the Cortland alignment as a "Private Street".

**Jewel Alignment: local (private) Improvements required on both sides**

1. Dedication Requirements

- a. Provide a **50'-57' irrevocable offer of dedication** along the Jewel Avenue alignment, for future public street purposes, within the limits of this application, per Public Works Standard P-56. Centerline shall line up with the existing street to the north of this project. Transition from 50'-57' as approved on the plans.
- b. Provide an additional **3' irrevocable offer of dedication** for pedestrian purposes behind all driveway approaches.
- c. Provide an irrevocable offer of dedication at the corners for public street purposes at the all intersections for accessible ramps.

2. Construction Requirements:

- a. Construct **36'** of permanent paving per Public Works Standard P-50, within the limits of this application and transition paving as necessary.

- b. Construct driveway approaches to Public Works Standards P-4, P-6, P-76 and/or P-77, as approved on the site plan. For proposed approaches shown as P-76 and/or P-77, this is a tentative approval until such time that a qualified Civil Engineer prepares street plans that provide the sufficient cross drainage approved by the City Engineer in accordance with Public Works Standard P-10. If grades are not sufficient, construct to Public Works Standards P-2 and P-6. Provide 10' of red curbing (3 coats) on both sides of the proposed driveway approaches. Construct a concrete pedestrian walkway behind all driveway approaches. Provide a 12' visibility triangle at all driveways, per Fresno Municipal Code (FMC) 15-2018B.
- c. Construct concrete curb, gutter and sidewalk to Public Works Standard P-5. The curb shall be constructed to a 7' commercial pattern. Planting of street trees shall conform to the minimum spacing guidelines as stated in the Standard Specification, Section 26-2.11(C).
- d. Construct an underground street lighting system to Public Works Standard E-2 within the limits of this application. Spacing and design shall conform to Public Works Standard E-9 for Locals.
- e. Construct standard curb ramps per Public Works Standard P-28, based on a 20' radius.
- f. Provide signage identifying the Cortland alignment as a "Private Street".

**Street Construction Plans are required and shall be approved by the City Engineer. All improvements shall be constructed in accordance with the City of Fresno, Public Works Department Standard Drawings and Specifications. The performance of any work within the public street right of way (including pedestrian and utility easements) requires a **STREET WORK PERMIT prior** to commencement of work. When preparing Street Plans and/or Traffic Control Plans, contact (Randy Schrey) at (559) 621-8807, 10 working days in advance, to make sure that sidewalks or an approved accessible path remain open during construction. Submit construction plans for all required work, in a single package, to the City of Fresno's, Traffic and Engineering Services Division. All work shall be reviewed, approved, completed, and accepted **prior** to obtaining a certificate of occupancy. Utility poles, street lights, signals, etc. shall be relocated as determined by the City Engineer. Dedications shall be sufficient to accommodate additional paving and any other grading or transitions as necessary based on a 45 MPH design speed for Collectors.**

Two working days before commencing excavation operations within the street right of way and/or utility easements, all existing underground facilities shall have been located by Underground Services Alert (USA) Call 811.

All survey monuments within the area of construction shall be preserved or reset by a person licensed to practice Land Surveying in the State of California.

## **PRIVATE IMPROVEMENT REQUIREMENTS**

### **Off-Street Parking Facilities and Geometrics**

1. Off-Street parking facilities and geometrics shall conform to the City of Fresno Public Works Department, Parking Manual and Standard Drawings P-21, P-22, P-23.
2. Install 30" state standard "STOP" signs if driveway approaches are proposed along Locan. Signs shall be mounted on a 2" galvanized post with the bottom of the lowest sign 7' above ground, located behind curb and immediately behind a major street sidewalk.
3. Parking: Provide parking space needs, circulation, access, directional signs (e.g. "Entrance," "Exit," "Right Turn Only," "One Way" signs, etc.) as applicable. No obstructions shall be within the 3' vehicular overhang.

4. Gates: Provide a minimum of 20' from the all proposed gates to the back of walk, for vehicle stacking.
5. When no masonry wall is required, wheel stops in the form of a 6" high concrete curb or other approved fixed barrier, placed a minimum distance of 3' from the property line, or the building to be protected, shall be installed.

**Private Irrigation Pipe: (located along the eastern boundary)** All piping shall be located outside of the proposed street right of way. Any piping across city streets shall be rubber gasketed reinforced concrete pipe (RGRCP) constructed perpendicular to the street. Identify on site plan.

**Traffic Signal Mitigation Impact (TSMI) Fee:** This project shall pay all applicable TSMI Fees at the time of water and sewer connection. Contact the Public Works Department, Frank Saburit at (559)621-8797. The fees are based on the trip generation rates as set forth in the latest edition of the ITE Generation Manual.

TSMI fee is credited against traffic signal and Intelligent Transportation System (ITS) improvements, provided that the improvements are; constructed at ultimate locations, contained within the build out of the General Plan circulation element and are included in the latest Nexus Analysis for TSMI fee. Project specific impacts that are not consistent with the *General Plan*, *Public Works Standard Drawings* or not incorporated in the TSMI fee infrastructure costs, are not reimbursable unless the City Engineer and City Traffic Engineer include the new traffic signal and/or ITS improvements in the next update; upon the inclusion of the added infrastructure, the applicant shall agree to pay the newly calculated TSMI fee that includes the new infrastructure. Failure to pay this fee or construct improvements that are credited / reimbursable with this fee will result in a significant unmitigated impact as this fee is applied to all projects within the City Sphere of Influence. If the applicant is conditioned with improvements that are credited / reimbursable with this fee, they should work with the Department of Public Works and identify, with a Professional Engineer's estimate, the costs associated with the improvements, prior to paying the TSMI fee at time of water and sewer connection.

**TSMI Requirements:**

1. The intersection of Locan and Shields shall be signalized to the City of Fresno Standards, complete with left turn phasing, actuation and signal pre-emption. This work is eligible for reimbursement and/or credit against Traffic Signal Mitigation Impact Fees. The applicant shall design the traffic signal and obtain City approval of the plans prior to water and sewer connection.

**Fresno Major Street Impact (FMSI) Fees:** This entitlement is in the **New Growth Area**; therefore pay all applicable growth area fees and City-wide regional street impact fees. Contact the Public Works Department, Frank Saburit at (559) 621-8797.

**FMSI Requirements:**

**THE FMSI REQUIREMENTS ARE REQUIRED TO BE CONSTRUCTED PRIOR TO OCCUPANCY.**

**Locan Avenue: Collector**

1. Where not existing, dedicate and construct (1) 12' northbound travel land and a 5' shoulder along with a 2-way left turn lane within the limits of this application. Dedication

shall be sufficient to accommodate additional paving and any other grading or transitions as necessary based on a 45 MPH design speed.

2. Dedicate and construct (2) 17' center section travel lanes and a two-way left turn lane, from xx to xx. Stripe 250' left turn pockets at all major intersections. Frontage Improvements required beyond the limits of this application: 2025 General Plan Policy numbers E-1-c, E-1-j, E-1-n.

**Regional Transportation Mitigation Fee (RTMF):** Pay all applicable RTMF fees to the Joint Powers Agency located at 2035 Tulare Street, Suite 201, Fresno, CA 93721; (559) 233-4148 ext. 200; [www.fresnocog.org](http://www.fresnocog.org). Provide proof of payment or exemption prior to issuance of certificate of occupancy.

Questions relative to these conditions may be directed to Leonor Ayala at (559) 621-8806 or [Leonor.Ayala@fresno.gov](mailto:Leonor.Ayala@fresno.gov) / Louise Gilio at (559)621-8678 or [Louise.Gilio@fresno.gov](mailto:Louise.Gilio@fresno.gov) in the Public Works Department, Traffic Planning Section.

**Exhibit B**  
**Development Impact Fees Due**  
**Clovis Unified School District (APPLICANT)**

## 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 Public Works Department, Land Division & Engineering. The fee rates in effect at the time of development shall apply.

**Proposed Development:** Clovis Unified Elementary - NEC N. Locan & E. Shields Avenues  
**A.P.N.** 310-230-24, 34  
**Planned Land Use:** Low-Density Residential  
**Site Area:** +/- 25 acres  
**Living Units / LUE:** 75 L.U.E.  
**Building Area:** Elementary School: 56,000 sq. ft.  
**Estimate Date:** May 8, 2018

WATER CONNECTION CHARGES	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
Water Service & Meter Charge	4"	1	EA.	\$19,600.00	\$19,600.00	[1] [6]
Irrigation Water Service & Meter Charge	4"	1	EA.	\$19,600.00	\$19,600.00	[1] [6]
Frontage Charge		520	L.F.	\$6.50	\$3,380.00	[6]
Water Capacity Fee	4"	1	EA.	\$26,538.00	\$26,538.00	[1] [6]
Water Capacity Fee	4"	1	EA.	\$26,538.00	\$26,538.00	[1] [6]

<b>Total Water Connection Charges</b>	<b>\$95,656.00</b>
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SEWER CONNECTION CHARGES	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
House Branch Sewer Charge		[2]	EA	\$0.00	[2]	[2]
Lateral Sewer Charge		52,000	Sq.Ft.	\$0.10	\$5,200.00	[6]
Oversized Sewer Charge	UGM	85,000	Sq.Ft.	\$0.05	\$4,250.00	[6] [9]
Fowler Trunk Sewer Interim Fee Surety		75	L.U.E.	\$574.00	\$43,050.00	[6]
Wastewater Facilities Charge		STEP		[3]	[3]	[4] [7]
Trunk Sewer Charge	Fowler	STEP		[3]	[3]	[5] [7]

<b>Total Sewer Connection Charges</b>	<b>\$52,500.00</b>
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CITYWIDE/REGIONAL IMPACT FEES	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
Citywide Fire Facilities Impact Fee	Elem. School	56,000	Sq.Ft.	\$152.00	\$8,512.00	[7]
Citywide Park Facility Impact Fee	SFR	n/a	Units	\$3,816.00	n/a	[10]
Citywide Police Facilities Impact Fee	Elem. School	56,000	Sq.Ft.	\$297.00	\$16,632.00	[7]
Citywide Regional Street Charge	School	5.1423	AC	\$7,617.00	\$39,168.90	[6] [9]
New Growth Area Major Street Charge	School	5.1423	AC	\$20,968.00	\$107,823.75	[6] [9]
Citywide Traffic Signal Charge	Elem. School	788	Students	\$64.00	\$50,432.00	[6] [9]

<b>Total Citywide/Regional Impact Fees</b>	<b>\$222,568.65</b>
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<b>Total Fees and Charges</b>	<b>\$370,724.65</b>
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**Notes:**

Within the City of Fresno's sphere of influence there are other sewer and water utility providers. If the project is within one of those districts, the developer must provide confirmation from the representative Districts that all conditions for sewer and/or water connections and services have been satisfied, prior to Issuance of Building Permit.

*Outside agencies developer impact fees: It is the developer's responsibility to contact those agencies for their fee estimates. These agencies include but are not limited to; Fresno County, Council of Fresno County Governments (FCOG), Fresno Metropolitan Flood Control District (FMFCD), various School Districts that serve the City of Fresno, etc.*

• On July 22, 2008, the Fresno County Board of Supervisors passed Ordinance No. 2008-023 requiring the payment of County Public Impact Facilities Impact Fees. The effective date of this ordinance is September 20, 2008. Contact the County of Fresno, Public Works and Planning Department to determine payment of this fee obligation. Confirmation by the County of Fresno is required before the City of Fresno can issue building permits. For further information regarding the Fresno County Facilities Impact Fees, please contact Fresno County Department of Public Works & Planning at (559) 262-4391.

• The Board of Directors of the Fresno County Regional Transportation Mitigation Fee Agency approved Resolution No. 2009-01 requiring the payment of Regional Transportation Mitigation Fee. The effective date of this resolution is January 1, 2010. Please contact the Council of Fresno County Governments (FCOG) at (559) 233-4148 to determine this fee obligation. Confirmation by the FCOG is required before the City of Fresno can issue building permits.

• Payment of Fresno Metropolitan Flood Control District (FMFCD) impact fees may be required. Please contact FMFCD at (559) 458-3292 to determine fee obligation.

• Payment of applicable school district fees is required prior to issuance of Building Permit. Please contact the respective school district to satisfy your fee obligation. Confirmation by the respective school district is required before the City of Fresno can issue building permits

[1] Fees for Water Service Connections and/or Meters due at time of development. Charges based on service sizes to be determined by the Developer.

[2] Sewer House branches to be installed by Developer at the Developer's cost.

[3] Upon occupancy of the project, the subdivider shall pay the appropriate sewer facility charge pursuant to the Simple Tiered Equity Program (STEP) as determined by the Department of Public Utilities, Wastewater Division, Environmental Services Section (559-621-5153).

[4] The Wastewater Facilities Charge (WWFC) is applicable to single family, duplex, and triplex developments. (FMC 6-302(l)); For Condominium conversions, WWFC may stay in the S.T.E.P. if the project continues to be master metered for water. If the condominiums are individually metered, the developer will pay the pro-rated portion of these fees.

[5] The Trunk Sewer Charge is applicable to single family, duplex, and triplex developments. (FMC 6-302(l)); For Condominium conversions, Trunk Sewer Charges may stay in the S.T.E.P. if the project continues to be master metered for water. If the condominiums are individually metered, the developer will pay the pro-rated portion of these fees.

[6] Due at Building Permit

[7] Due with Certificate of Occupancy

[8] Traffic Signal Charge Average Daily Trips (ADT's) provided by Traffic Engineering. Average Daily Trip credit for replacement of previously existing development.

ADT's (8)	0
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[9] Construction Fee Credits may be applicable. Contact the Public Works Engineering Services Division at (559) 621-8685 for more information.

[10] Parks fee applicable only to residential developments

[11] Fee not applicable on replacement or reconstruction of an existing structure that has been destroyed or demolished provided that the Building Permit for new construction is obtained within one year after the building is destroyed or demolished, and there is no change in the land use designation. (Res. Nos. 2005-428, 429)

[12] Subject to the acceptance date of the vesting tentative map, fee may not be applicable until 2-years after the date of Final Map recordation; when applicable, fee is due at Building Permit for all un-developed lots at the fee rate then in effect.

Prepared and Reviewed By: Frank Saburit

Date: December 12, 2017

621-8797

City of Fresno Public Works Department  
Land Division & Engineering

See notes on page 2

Prepared by Frank 5/8/2018  
Printed 5/8/2018

Page 2

Exhibit B CITY OF FRESNO  
\*\*\*CUSTOMER RECEIPT\*\*\*

Paid

Oper: GABRIELAF      Type: DV Drawer:  
Date: 8/23/19        Receipt no: 658693

Year Number  
Amount  
B19-10876

3140 N LOCAN AVE

Building

\$428445.96

CLOVIS UNIFIED SCHOOL DISTRICT  
1450 HERNDON AVE  
CLOVIS,CA 93611  
327-9000

Tender detail

Check 56-0600176

Amount                      \$428445.96

Total tendered              \$428445.96

Total payment                \$428445.96

Trans date: 8/23/19 Time: 14:56:14





## Invoice Detail Report

**Record Number:** B19-10876

**Record Information:** Miscellaneous Public Works-Sewer, Water, Development Impact Fees & Charges

**Address:** 3140 N LOCAN AVE

**APN:** 31023024T

Invoice Number	Fee Item	Invoice Date	Transaction Amount	Status	Amount Paid	Balance Due
547667	Lateral Sewer Charge	08/19/2019	\$ 5200.00	INVOICED	\$ 5200.00	\$0.00
547667	Oversize Sewer Charge - UGM Service Area	08/19/2019	\$ 4250.00	INVOICED	\$ 4250.00	\$0.00
547667	Fowler Trunk Sewer Interim Fee Surety	08/19/2019	\$ 63225.00	INVOICED	\$ 63225.00	\$0.00
547667	Frontage Charge	08/19/2019	\$ 3380.00	INVOICED	\$ 3380.00	\$0.00
547667	Time & Materials - Water Meter - 4"	08/19/2019	\$ 9400.00	INVOICED	\$ 9400.00	\$0.00
547667	Time & Materials - Water Meter - 6"	08/19/2019	\$ 11600.00	INVOICED	\$ 11600.00	\$0.00
547667	Water Capacity - Meter Size 4"	08/19/2019	\$ 28004.00	INVOICED	\$ 28004.00	\$0.00
547667	Water Capacity - Meter Size 6"	08/19/2019	\$ 56008.00	INVOICED	\$ 56008.00	\$0.00
547667	Fire Facilities Impact Fee – Citywide	08/19/2019	\$ 21224.00	INVOICED	\$ 21224.00	\$0.00
547667	Citywide Regional Street Fee (Residential)	08/19/2019	\$ 41315.32	INVOICED	\$ 41315.32	\$0.00
547667	New Growth Area Major Street Fee (Residential)	08/19/2019	\$ 113727.64	INVOICED	\$ 113727.64	\$0.00
547667	Traffic Signal Charge (Elementary School)	08/19/2019	\$ 53584.00	INVOICED	\$ 53584.00	\$0.00
547667	Police Facilities Impact Fee - Citywide	08/19/2019	\$ 17528.00	INVOICED	\$ 17528.00	\$0.00
<b>TOTAL</b>			<b>\$428,445.96</b>		<b>\$428,445.96</b>	<b>\$0.00</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, APPLICANT shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, APPLICANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to APPLICANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve APPLICANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by APPLICANT shall not be deemed to release or diminish the liability of APPLICANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by APPLICANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of APPLICANT, vendors, suppliers, invitees, contractors, subcontractors, consultants or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile

## **EXHIBIT C**

coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **MINIMUM LIMITS OF INSURANCE** **EXHIBIT C**

APPLICANT shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

- (i) \$5,000,000 per occurrence for bodily injury and property damage;
- (ii) \$5,000,000 per occurrence for personal and advertising injury;
- (iii) \$5,000,000 aggregate for products and completed operations; and,
- (iv) \$5,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. **POLLUTION LEGAL LIABILITY** with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance*

## **EXHIBIT C**

covering materials to be transported by APPLICANT pursuant to the Agreement.

### **UMBRELLA OR EXCESS INSURANCE**

In the event APPLICANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

APPLICANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and APPLICANT shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) APPLICANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. APPLICANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, APPLICANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, APPLICANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. APPLICANT shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General

### EXHIBIT C

endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

- (iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the APPLICANTS' insurance shall be primary to and require no contribution from the City. The Commercial General and Pollution Liability policies are required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If APPLICANT maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by APPLICANT.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.
- (vi) For any claims related to this Agreement, APPLICANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the APPLICANT'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (viii) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

**PROVIDING OF DOCUMENTS** - APPLICANT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, APPLICANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of APPLICANT shall also be required to provide all documents noted herein to APPLICANT.

**CLAIMS-MADE POLICIES** - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by APPLICANT.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

### **EXHIBIT C**

- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, APPLICANT must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

**SUBCONTRACTOR** - If APPLICANT should subcontract all or any portion of the services to be performed under this Agreement, APPLICANT shall require each subcontractor to provide insurance protection in favor of the City of Fresno and its officers, officials, agents, employees and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with APPLICANT prior to the commencement of any work by the subcontractor.

**CLOVIS UNIFIED  
SCHOOL DISTRICT**

**SCHOOL COMMUNITY RELATIONS**

*Community Relations*

**SCHOOL VISITORS**

**PURPOSE:** To establish procedures for school visitors.

The Board welcomes and encourages visits to District school campuses and sites by parents, other adult residents of the community, and interested educators. However, in order for the educational program to continue undisturbed when visitors are present, and to prevent the intrusion of disruptive persons into the schools, it is necessary to invoke visitor controls. The Superintendent, therefore, shall establish Administrative Regulations that will protect pupils and employees of the District from disruption to the educational program or the efficient conduct of their assigned tasks.

*Adopted: 7/23/75  
Amended: 11/6/91  
Amended: 4/12/00  
Amended: 3/24/04  
Reviewed: 5/2/07  
Reviewed: 10/1/08  
Reviewed: 11/10/10*

*Education Coded sections 32210, 32211-32212, 35160-35160.1  
44810, 44811, 44901.4  
Penal Code sections 71, 243.5, 415.5, 626.2, 626.4, 626.7  
626.8, 627.7, 653g*

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**CLOVIS UNIFIED  
SCHOOL DISTRICT**

**SCHOOL COMMUNITY RELATIONS**

*Community Relations*

**SCHOOL VISITORS**

**PURPOSE:** In order for the educational program to continue undisturbed when visitors are present, and to prevent the intrusion of disruptive persons into the schools, it is necessary to invoke visitor controls.

Visitor Registration

Upon arrival at any District school campus or the District Office, visitors, including parents/guardians, must register with the receptionist or responsible employee and be issued a temporary ID badge. An exception to this is the attendance of parents and community members at public school activities open to the general public.

The responsible employee will verify the visitor's business with the District/school site; make the necessary entries in the visitor's register; issue the appropriate non-photo ID badge, and instruct the recipient concerning the proper procedures for wearing, using and returning the ID badge.

Visitor ID badges may not be removed from the issuing site and should not be used to obtain access to any District site/facility. ID badges are to be returned when the visitor departs the site/facility.

District staff shall ensure that visitors are guided to the appropriate area where they can be issued an ID badge. At no time shall a District staff member transact business with a visitor who has not been issued an ID badge. Visitors may be escorted by District staff for the duration of their visit at any District school campus or premises.

Contact with Students

A visitor may not contact a student in school without the approval of the principal or designated representative.

A student is not permitted to leave the school with anyone unless a District staff verifies with the student's records and obtains identification from the person that the person is the parent or legal guardian of the student, or is a person authorized by the parent or legal guardian to take the student from school. The authorization by the parent or legal guardian must be in writing and on file with the District. Should the student be in the custody of one parent and this fact has been made known to the school in writing, the school shall release the student only to the parent having custody or a person authorized in writing by the parent to act on that parent's behalf.

Denial of Entry Onto District Grounds

District staff may deny to any visitor entry onto any District school campus or premises, or revoke a visitor's registration under any of the following circumstances:



## CLOVIS UNIFIED SCHOOL DISTRICT

1. visitors conducting non-school related business;
2. visitors who the District reasonably believes may disrupt or interfere with classes or school activities;
3. visitors who may threaten the health or safety of students and/or District staff; or
4. visitors who violate the District's Civility Policy, Board Policy No. 9210.

Any person who is not a student, officer, or employee of the District and who is not required by his or her employment to be on the campus or any other facility owned, operated, or controlled by the District, and who has entered any of the District's school buildings or school grounds, during school hours, may be requested either by the principal of the school site or designee or other designated District employees, to promptly depart the school grounds if it appears that the continued presence of the person would be disruptive of, or would interfere with classes, offices, or other activities of the school program. Persons who refuse to leave are guilty of a misdemeanor. (Ed. Code section 32211.)

If a person refuses to leave the school grounds or creates a disturbance in response to the request to leave, the principal or designee or other designated District employees, may request assistance from the local law enforcement agency or private security personnel to remove the person.

*EDUCATION CODE*  
32210, 32211-32212, 35160-35160.1  
44810, 44811, 44901.4  
*PENAL CODE*  
71, 243.5, 415.5, 626.2, 626.4, 626.7  
626.8, 627.7, 653g

*Adopted: 4/12/00*  
*Amended: 3/24/04*  
*Reviewed: 10/1/08*  
*Reviewed: 11/10/10*