

Mayor
Lois Wynne
Mayor Pro Tem
Jeff Chedester
Council Members
Eddie Neal
Ray Madrigal
William Siegel



**Office of the
City Manager**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6700
FAX (559) 924-9003

Staff Report

ITEM 4-2

To: Lemoore City Council
From: Andi Welsh, City Manager
Date: July 28, 2015 **Meeting Date:** August 4, 2015
Subject: Approval of Water Service Connection Agreement

Discussion:

As mentioned during the May 19, 2015 regular meeting of the City Council, the City of received a request for emergency hookup to City water from Riley Jones, a residence located out of the City limits, because of a well failure due to the ongoing drought conditions. The property is located in the Country Club Estates subdivision just outside City limits; southeast of Highway 198 and Lemoore Avenue; with a City water line located in front of his residence on Hotchkiss Drive which is approximately 125 feet from the Jones' property.

After City council approval of the service connection agreement, City staff will assist Mr. Jones with the Local Agency Formation Commission (LAFCO) process, to obtain the additional regional approval that is legally required.

Council consideration of the service connection agreement, in addition to the letter to LAFCO is requested.

Additionally, as follow-up to previous City Council direction, staff invited residents from the County Club Estates neighborhood to discuss connecting to City water, as well as possible annexation. At the conclusion of the meeting, staff committed to follow-up with written responses to questions that were asked in which an answer was not available at the meeting. Due to the mixed responses at the neighborhood meeting, no additional staff time will be utilized to continue dialogue with the Country Club Estates Neighborhood unless a written petition is submitted by the residents.

Budget Impact:

None at this time.

Recommendation:

That the City Council, by motion, approve an agreement for connection to city water for the Jones family and a letter to LAFCO.

WHEN RECORDED RETURN TO)
AND RECORDING REQUESTED BY:)
)
City of Lemoore)
Attn: City Clerk)
119 Fox Street)
Lemoore, CA 93245)
_____)

[For Recorder's Use Only]

Exempt from recording fees per Gov. Code §27383

AGREEMENT FOR CONNECTION TO CITY WATER

(Assessor's Parcel Number 023-100-007)

This Agreement for Connection to City Water ("Agreement") is entered into by and between the City of Lemoore ("City"), and Riley E. and Mary K. Jones ("Owners") with respect to the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. Owner owns certain real property in the County of Kings, State of California, known as Assessor's Parcel Number (APN) 023-100-007 and located at 285 Hotchkiss Drive, Lemoore (hereafter "Property"), which Property is legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto.
- B. The water well supplying water to the Property has deteriorated, and Owner desires that the Property be connected to the City water system for the purpose of using City water services; and
- C. City is authorized under Government Code Section 56133 to enter into this Agreement, and request approval for such water service from Kings County LAFCO; and subject to Kings County LAFCO approval. City is willing to allow Owner to connect to the City water system in accordance with the provisions set forth in this Agreement.
- D. Owner is willing to pay for all applicable permits, applications, and water connection fees associated with connecting to the City water system in accordance with the provisions set forth in this Agreement, as described in Exhibit "C".

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants, the parties agree as follows:

- 1. Recitals. The recitals above are true and incorporated by reference as a substantive part of this Agreement.
- 2. Connection to Lemoore Water System; Abandonment of Well. Subject to the Owner's full and complete performance of all of Owner's obligations and responsibilities under this Agreement, City authorizes Owner to connect to the City water main adjacent to the Property for purposes of connecting to the City municipal water system, and City agrees to provide Owner's Property with water from City's municipal water system. City's obligation is conditioned upon City and Owner obtaining the consent of all applicable governmental agencies including, without limitation, approval of an Extended or Outside Service Application by Kings County LAFCO and obtaining all consents from the County of Kings including, without limitation,

obtaining encroachment permits to install a water pipeline and related fixtures along the public right-of-way adjacent to the Property.

Owner shall submit plans to the City for approval and obtain all necessary permits prior to beginning construction of the connection to the City water main. Owner shall be solely responsible for paying all one-time expenses associated with the connection to the City water system, including all applicable water connection charges and permit fees required by the City Municipal Code, as amended. City shall approve the connection to the City water main before Owner may begin drawing water from the City water system. Upon completion and approval of the water connection to the Property, Owner will be subject to applicable City water service charges, and shall pay all required charges. All applicable City water service ordinances and standards in effect at the time shall govern and be complied with by Owner and Owner's successors, heirs, and assigns of Owner's interest in and to the Property and any part thereof.

3. No Opposition to Annexation of Property. Owner agrees not to oppose, protest, or otherwise object to any proceeding involving City's annexation of the Property, no matter whether such proceeding is before Kings County LAFCO, the City Council of Lemoore or any other legislative body, board or commission. Owner understands and agrees that this Agreement and the covenants contained herein are intended to be and shall act as a complete and irrevocable waiver of all such protest rights, whether or not such protest rights are sought to be exercised either as Owner of the Property which is the subject of the annexation proceedings, or as a registered voter residing on the Property which is the subject of the annexation proceedings. Owner 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 City. However, if Owner proposes a development for annexation by City whether or not including the Property, Owner may be subject to charges and fees associated with or related to such annexation proceedings, and nothing in this Agreement shall operate otherwise.

Owner further agrees that in the event (s)he or any other person or legal entity hereafter succeeding to Owner'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, City shall be entitled to take the following actions:

(1) In the event a protest to the annexation is filed with City, such protest shall be null and void and shall be disregarded by City in determining the value of all protests to such annexation.

(2) In the event a protest to the annexation is filed with Kings County LAFCO or any other board or commission, this Agreement shall act as a complete bar to the acceptance and consideration of such protest by Kings County LAFCO or other board or commission at such time as City files a copy of this Agreement with Kings County LAFCO or other board or commission.

4. Voluntary Agreement. The parties represent that they have read this Agreement in full and understand and voluntarily agree to all of the provisions herein. The parties further declare that prior to signing this Agreement they apprized themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing if so desired, in deciding whether to execute this Agreement. The parties further represent that they have, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement.

5. Effect of Agreement. This Agreement shall be recorded against the Property. This Agreement shall constitute a covenant running with the Property and each part thereof, shall be enforceable thereby, and shall be binding upon and inure to the benefit of the Owner and City and the successors, heirs, and assigns of Owner's interest in and to the Property and any part thereof.

///
[Signatures on page 3]

WHEREFORE, the parties hereto, by their signatures below, enter into this Agreement.

CITY OF LEMOORE

OWNER

By: _____
Andrea Welsh, City Manager

By: _____
Riley E. Jones, Owner

Dated: _____

By: _____
Mary K. Jones, Owner

ATTEST:

Dated: _____

By: _____
Mary J. Venegas, City Clerk

Dated: _____

ATTACH NOTARY ACKNOWLEDGMENT FOR EACH SIGNATURE

**EXHIBIT A
LEGAL DESCRIPTION ***

LOT 27 COUNTRY CLUB ESTATES ADDITION, COUNTY TRACT NO 261, ACCORDING
TO MAP

THEREOF RECORDED IN BOOK 8 AT PAGE 11 LICENSED SURVEYOR PLATS KINGS
COUNTY RECORDS

FORMERLY A PTN OF 22-181-46

*Note: The displayed legal description is for assessment use only and may be an abbreviated version of the true legal description. The description should not be used on a deed or other legal documents to identify the property.

23-10

KINGS COUNTY ASSESSOR'S MAP

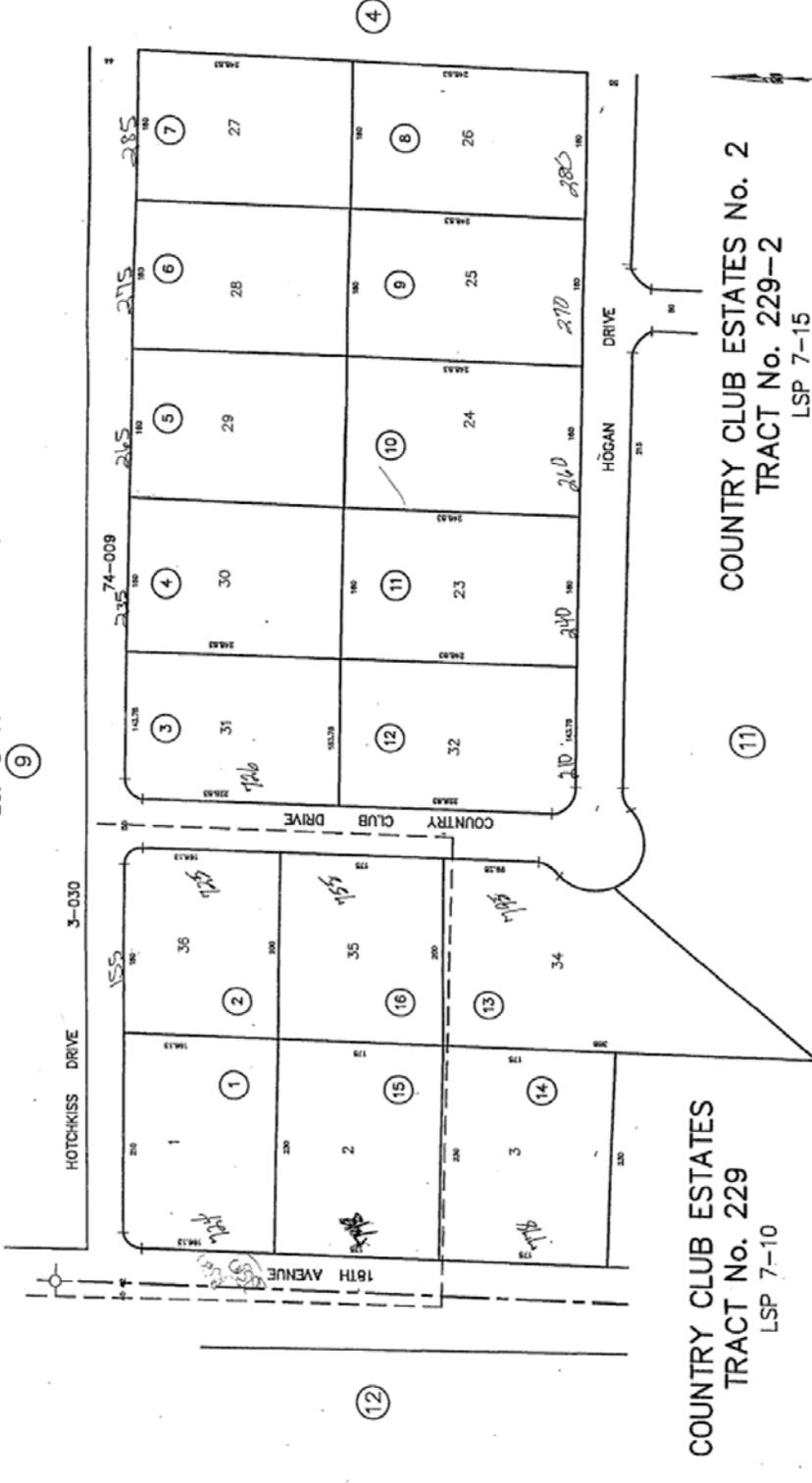
POR. SW 1/4 SEC. 11-19-20

COUNTRY CLUB ESTATES ADDITION TR. 261

LSP B-11

(9)

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSIDERED AS PORTRAYING
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
ZONING OR SUBDIVISION LAWS
JULY, 1997



COUNTRY CLUB ESTATES

TRACT No. 229

LSP 7-10

COUNTRY CLUB ESTATES No. 2

TRACT No. 229-2

LSP 7-15

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**EXHIBIT C
FEES**

Water Supply	\$2,337
Water Distribution	\$233
Water Distribution	\$1,905
2" Water Meter and Box	\$1,095
Plumbing and Miscellaneous Permit fees	\$100
Kings County LAFCO and Consulting Fees	
TOTAL	\$5,670

Mayor
Lois Wynne
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**Office of the
City Manager**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6740
Fax (559) 924-6708

August 4, 2015

Greg Gatzka
Kings County Local Agency Formation Commission
Kings County Government Center
1400 W. Lacey Blvd.
Hanford, CA 93230

RE: City Water request for residence located in unincorporated Kings County

Dear Mr. Gatzka,

The City of Lemoore received a request from Mr. Riley Jones (applicant) to provide water services to his residence located at 285 Hotchkiss Drive, Lemoore, CA. The property is located on the South side of Hotchkiss Drive in Kings County; Southeast of Highway 198 and Lemoore Avenue.

The applicant reported that his private well located at 285 Hotchkiss Drive is failing and he is requesting permission to tie into the existing water main located in the City right-of-way in front of his house. The applicant would be subject to all applicable City of Lemoore codes, regulations, fees and related requirements associate with the connection of City water services within the City of Lemoore service area.

The Lemoore City Council approved the applicant's request to connect to City water. The applicant is requesting Local Agency Formation Commission's (LAFCO) approval. The properties located on the north side of Hotchkiss Drive are within the City limits and already connected to City water, so the City will not have to install a main water line to accommodate Mr. Jones. The City is formally requesting LAFCO approval for extension of Services under Government Code Section 56133 to provide City water services at 285 Hotchkiss Drive; a property located within the City of Lemoore's Primary Sphere of Influence. Interest in water service and/or annexation by other property owners in the vicinity is mixed; however, the City of Lemoore anticipates that there may be future water service and/or annexation consideration, especially if drought conditions continue.

This approval is subject to the following conditions which are normal to all parties connecting to the water system within the City of Lemoore, except for the required approval by the County of Kings, which is applicable in this case.

1. Applicant to pay for the LAFCO Extension of Services fees.
2. Approval by the County of Kings for the applicant to connect to City Water Lines without annexation into the City of Lemoore.

3. The property owner will be required to pull a City of Lemoore plumbing and encroachment Permit to cover the following:
 - a. All work to be done in accordance with currently adopted State and local Building Codes and Standards.
 - b. Installation of a minimum 2" "Wet" water tap and water line per City of Lemoore Improvement Standards, located on Hotchkiss Drive, subject to approval by the County of Kings and the City of Lemoore.
 - c. Installation of a minimum 2" water meter per City of Lemoore Improvement Standards, at a location to be approved by both the County of Kings and the City of Lemoore at 285 Hotchkiss Drive.
 - d. Installation of a minimum 2" Approved Reduced Pressure Backflow Prevention Device per City of Lemoore Improvement Standards immediately after the installed water meter. The backflow device must be tested annually and a copy of the report shall be submitted to the City of Lemoore Public Works Department.
 - e. All normal City of Lemoore fees associated with this project must be paid.
 - f. The applicant will enroll for City water service at the time the permit is pulled and issued.
4. The water connection, meter, and the backflow device will be located as close as possible to the water main located at 285 Hotchkiss Drive and in the same manner as others who have made similar connections to the City's mains for their individual water services, as approved by both the County of Kings and the City of Lemoore. The City will in no way be responsible for the backflow device, water line from the service connection at the tap into the main to the house or service connection from the meter to the applicant's residence.
5. All work and materials are to be provided at the sole expense of the applicant, except for the City of Lemoore installed water meter and box. The water meter and box will be installed when the Contractor extends the line.

Please do not hesitate to contact me (559) 924-6700 or awelsh@lemoore.com with any questions or concerns you may have regarding this matter.

Sincerely,

Andi Welsh
City Manager