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THOMAS J. PASTUSZKA
CLERK OF THE BOARD, SAN DIEGO COUNTY, CALIFORNIA

By Deputy: J. Labayan Date: 4/16/09

AGREEMENT BETWEEN THE CITY OF CHULA VISTA
AND SPRING VALLEY SANITATION DISTRICT
FOR A NEW 8" SEWER CONNECTION FROM THE CHURCH OF THE GOOD
SHEPHERD TO CHULA VISTA'S BONITA ROAD SEWER AND RECORDED FLOW
ADJUSTMENT

THIS AGREEMENT, made and entered into this 24th day of MARCH, 2009, by and between the CITY OF CHULA VISTA, a municipal corporation, hereinafter called "Chula Vista," and the SPRING VALLEY SANITATION DISTRICT, a county sanitation district, hereinafter called the "District," is made with reference to the following facts:

RECITALS

1. WHEREAS, the Church of the Good Shepherd ("Good Shepherd"), located at 3990 Bonita Road, Bonita, CA, a property outside the geographic boundaries of the City of Chula Vista, County Assessor's parcel numbers 591-252-21, 592-060-28, and 592-060-67 ("Property"), is seeking to expand its existing structure and use. Good Shepherd is currently using a septic rather than public sewer system. In order to obtain permission to complete its expansion, the County of San Diego has required that Good Shepherd connect to a public sewer system; and
2. WHEREAS, based on its existing location, the nearest system is the City of Chula Vista's Bonita Road Sewer ("City Sewer"). Good Shepherd would like to connect to the City Sewer in order to transport its waste ultimately into the San Diego Metropolitan Sewage System for treatment; and
3. WHEREAS, in furtherance of its desire, the District will construct or cause to be constructed a new, 8" sewer connection from the Church of the Good Shepherd (hereinafter referred to as the "County Line") to the City Sewer. The County Line is depicted in Exhibit A; and
4. WHEREAS, District will submit or cause to be submitted to Chula Vista for review and approval all necessary design and construction plans for the County Line; and
5. WHEREAS, District will obtain the related easement(s) from Chula Vista necessary for the construction and maintenance of the County Line as defined in Recital 3 herein; and
6. WHEREAS, on the 20th day of May, 1997, the City of San Diego, Chula Vista and the District executed the "AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE SPRING VALLEY SANITATION DISTRICT FOR THE TRANSPORTATION OF WASTEWATER IN THE SPRING VALLEY JOINT SYSTEM" (County of San Diego Contract No. R18671) wherein provisions were made for the discharge into the San Diego Metropolitan Sewerage System ("Metro System") of sewage originating within a designated area of Chula Vista; and

7. WHEREAS, pursuant to the "Regional Wastewater Disposal Agreement between the City of San Diego and Participating Agencies in the Metropolitan Sewerage System" (hereinafter referred as "Metro Agreement") approved on May 18, 1998, and expiring on December 31, 2050, the District has the right to discharge up to 10.978 million gallons of sewage daily ("mgd") and Chula Vista has the right to discharge up to 19.843 mgd into the Metro System; and

8. WHEREAS, Chula Vista and the District deem it mutually desirable and advantageous for Chula Vista to allow the Church of the Good Shepherd to discharge sewage into the City Sewer provided Chula Vista's recorded flow rate into the Metro System is appropriately adjusted as described in this Agreement, and Chula Vista is made whole regarding costs associated with transporting sewage through the City Sewer, including payments of fair share costs for repair, maintenance, and replacement of City Sewer; and

9. WHEREAS, this Agreement shall establish the rights, privileges and duties of the parties concerning the construction, use and maintenance of the County Line to the City Sewer, set standards governing waste discharges and sewage flow, and describe adjustments to recorded flow rates for both the District and Chula Vista flow volumes into the Metropolitan System in an amount up to, but not exceeding, 8 EDUs.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. - DEFINITIONS

1.1 Definitions. For the purpose of interpreting this Agreement, the following terms shall have the meaning ascribed to them hereunder:

- 1.1.1 "Average Daily Flow" is the number, in million gallons of wastewater per day ("MGD"), calculated by dividing the total flow on a fiscal year basis by 365 days.
- 1.1.2 "Allocated Capacity or Capacity Rights" means the Average Daily Flow of sewage that the Property is permitted to discharge into the City Sewer, expressed as a rate of flow in million gallons per day
- 1.1.3 "City Sewer" means the City of Chula Vista's Bonita Road Sewer, which is an 8" diameter sewer line that runs westerly along Bonita Road and then turns into a 10" diameter line at Willow Street where it runs northerly on Willow Street to connect to the Spring Valley Outfall at the intersection of Willow Street and Bonita Road.
- 1.1.4 "Equivalent Dwelling Unit" or "EDU" means a single family dwelling unit or each single family dwelling unit in a duplex, multiple dwelling unit, or apartment house.
- 1.1.5 "Excess Infiltration" refers to the inflow of water into the City Sewer from the ground through damaged or defective pipes, pipe joints, lateral connections, and manhole walls. For purposes of this agreement, "excess infiltration" shall be defined as the inflow of water in excess of 10% of the total flows into the City Sewer due to leakage at any point along the County Line or at the location at which the County Line taps into the City Sewer.


- 1.1.6 "Flow per EDU" assumed to be 265 gallons per day ("gpd"), is the estimated amount of flow generated per EDU on a daily basis, in accordance with the City of Chula Vista's Subdivision Manual – Sewer Design Criteria.
- 1.1.7 "Inflow" means extraneous storm water into the City Sewer through roof leaders, cleanouts, foundation drains, sump pumps and cellar, yard and area drains along the County Line or at the location at which the County Line taps into the City Sewer.
- 1.1.8 "Peak Flow" means the maximum instantaneous discharge of sewage expressed as a rate of flow in million gallons per day ("mgd").
- 1.1.9 "Project" means the development of the Good Shepherd Church property at 3990 Bonita Road, Bonita, California, in accordance with the plans and specifications that have been presented to the County of San Diego for approval and to the City of Chula Vista for review and from which the Allocated Capacity has been derived. Project Plans have been attached to this Agreement as Exhibit B.
- 1.1.10 "Property" means that parcel currently owned by the Church of the Good Shepherd, located at 3990 Bonita Road, Bonita, California, depicted on Exhibit C, and further described on Exhibit D, attached hereto and incorporated herein by this reference.

ARTICLE II – GENERAL TERMS

- 2.1 Effective Date. This Agreement shall be executed and take effect upon the signing of the last party hereto.
- 2.2 Term. This Agreement shall remain in effect until such time as Good Shepherd, its successor in interest, and any additional connections or flows permitted due to amendment of this Agreement pursuant to 3.1.8.1. cease their use of the City Sewer or the Agreement is otherwise terminated, whichever is sooner.

ARTICLE III – COUNTY LINE

- 3.1 Grant of Right. Subject to the terms and conditions herein, City hereby grants to the District the right to connect an 8" sewer line from the Church of the Good Shepherd to the City Sewer to discharge sewage into it for transportation. Provided all conditions of this Agreement and all information required by the City of Chula Vista for any approvals or permits necessary for the construction and connection of the County Line is submitted by the District to the City of Chula Vista, the City of Chula Vista shall not unreasonably delay said approvals or permits necessary for the District to connect to the City Sewer.
- 3.1.1 Costs. Any and all costs, including those costs identified in Article VI, herein, arising out of or related to the construction, installation, maintenance, repair, replacement or use of the County Line and appurtenances thereto shall be the obligation of the District.

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- 3.1.2 *Capacity Rights.* District shall have the right to discharge sewage through the County Line into the City Sewer in an amount not to exceed 8 EDUs - (Average Daily Flow of 2,120 gpd).
- 3.1.3 *Source of Sewage.* Unless allowed in accordance with Section 3.1.8.1 of this Agreement, the County Line shall be used only to discharge sewage generated by the Project.
- 3.1.4 *Sewage Standards.* District shall regulate and prohibit the discharge of sewage and wastes into the City Sewer that do not meet the quality and standards established in the City of Chula Vista's Municipal Code. All sewage discharged into the City Sewer shall meet the standards established by the City of San Diego pursuant to Section II.F of the Metro Agreement. The District shall not discharge into the City Sewer any sewage or wastes that do not meet the standards established by and for Chula Vista under appropriate ordinances, resolutions, rules, or regulations. The District shall also comply with the applicable statutes, rules, and regulations of agencies of the United States of America, the State of California, and the City of San Diego having jurisdiction over the collection, transmission, treatment, and disposal of sewage and wastes.
- 3.1.5 *Infiltration.* District shall not allow excessive infiltration into the County Line and from such line into the City Sewer.
- 3.1.6 *Inflow.* District shall not allow, to the maximum extent practicable, the inflow of surface or storm waters to be discharged into the County Line and from such line into the City Sewer.
- 3.1.7 *Peak Flow.* During the term of this Agreement, District shall have the right to discharge peak flow into the City Sewer not to exceed 5,300 gpd and City shall have the obligation to receive such peak flow from District. Temporary increases in peak flow resulting from rainfall shall not exceed the stated Peak Flow.
- 3.1.8 *No Expansion of Right.* The Property and the improvements to be made thereon, otherwise known as the Project, shall be the only property and structures to be served by the County Line and in no event shall City allow any areas or structures not identified as part of the Project to be served by County Line, except as provided for in Section 3.1.8.1. Discharge in excess of the Allocated Capacity or the addition of connections shall be a breach of this Agreement subject to the remedies contained herein and those provided by law and equity.
- 3.1.8.1 *Increase in Discharge or Additional Connections.* Additional flows beyond the 8 EDUs permitted for Good Shepherd under the terms of this Agreement and/or other properties that may subsequently annex into Spring Valley Sanitation District and desire to connect to the City Sewer through this Agreement, shall be conditional upon availability of sewer capacity in the City of Chula Vista sewer system. Any increase in sewage

discharged into or connections to the City Sewer shall therefore, require a written amendment to this Agreement.

- 3.1.9 *Change In Use.* There shall be no change in use of the Project, which may increase the Allocated Capacity, absent prior written approval from Chula Vista.

ARTICLE IV – DESIGN AND CONSTRUCTION

- 4.1 Design and Construction Standards. The District, at its sole expense, shall design and construct, or cause to be designed and constructed, the County Line to the City Sewer
- 4.1.1 *Standard of Care.* District agrees that the professional services required by this Agreement shall be performed in accordance with the standards customarily adhered to by experienced and competent professional architectural, engineering, and construction firms using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California.
- 4.1.2 *Compliance with Design and Construction Standards.* District shall comply with, or ensure that the most current editions of appropriate design and construction standards shall be used for all design and construction activity required by this Agreement.
- 4.1.3 *Standard Specifications.* District shall comply with, or ensure that the most current editions of reference specifications shall be used when designing and constructing the Project, including:
- 4.1.3.1 The most recent edition of the Standard Specifications for Public Works Construction, including the Regional and City of Chula Vista Supplement Amendments [Greenbook].
- 4.1.3.2 California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
- 4.1.4 *City Standards.* District's professional services shall be provided in conformance with the professional standards of practice established by City. This includes all amendments and revisions of these standards as adopted by City.
- 4.1.5 *Permits.* The Parties acknowledge that the construction work to be performed within the City of Chula Vista in compliance with this Agreement is subject to the prior issuance of a Chula Vista construction permit.

ARTICLE V. MAINTENANCE, REPAIR, AND REPLACEMENT

- 5.1 Maintenance, Repair, and Reconstruction. District shall ensure that the County Line is maintained in good repair and good working order and in accordance with sound engineering principles and practices. It shall be the duty of the District to make repairs on the County Line and to make replacements, including reconstruction, as required to

Monthly Sewer Service Charge = $\{(Usage \times Rate \times RF) + (Fixed \text{ Service Charge})\} \times$
(Chula Vista M&O %)

Where Usage is based upon the # of EDU's calculated for the Project where 1 EDU = 1.0625 Hundred Cubic Feet/month; Rate = Low Strength Commercial Rate; RF = Return Factor = 100%; Fixed Service Charge = Fixed Service Charge for 1st Meter; Chula Vista M & O % (i.e. Percentage of the Sewer Service Charge required to recover City's M & O Costs, and Capital Replacement Costs) = 41.4%

- 6.5 Major Repair, Reconstruction, and Replacement. If as a result of natural disaster, operation of federal or state law, or other causes beyond Chula Vista's control, it becomes necessary for Chula Vista to undertake major reconstruction, replacement, or repairs of the City Sewer, District shall reimburse Chula Vista for a proportionate share of the net costs of such reconstruction, replacement, or repairs. The amount to be paid by District to Chula Vista shall bear the same ratio to the total costs of such reconstruction, replacement, or repairs as the amount of sewage discharged from the County Line into City Sewer to the total amount of sewage discharged into City Sewer at the time when said reconstruction, replacement, or repairs become necessary.
- 6.6 No Charge to City. Chula Vista shall not incur any costs associated with the design, construction, maintenance, repair, replacement, or use of the County Line.

ARTICLE VII. LIABILITY

- 7.1 Interruption in Service. In the event of an interruption of service to the District by the City Sewer, as a result of disaster, operation of State or Federal law, discontinuance of or interruption of service of the San Diego Metropolitan Sewerage System or connections thereto, or any other cause beyond the control of Chula Vista, Chula Vista shall bear no liability and shall be held free and harmless by the District from any claims and liabilities for any injury to or damage to any persons, including dismemberment, disability, or death, or property arising from or out of such interruption of service or for any other damages or costs incurred by the District as a result of such interruption of service. Nothing herein contained shall operate to relieve the District of any liability for damages to persons or property arising from or out of the installation, construction, operation, maintenance, repair, replacement, and/or reconstruction of the County Line and appurtenances thereto or from any action or inaction of the District or of its officers, agents, employees, or contractors in connection therewith.

ARTICLE VIII. INDEMNITY

- 8.1 Defend, Indemnify, and Hold Harmless (District). To the extent it may legally do so, District shall defend, indemnify, and save and hold free and harmless City of Chula Vista, its agents, officers and employees from any claim, actions, liabilities, penalties or fines for injury to or damage to any person or property or for the death of any person arising from or out of any act or omission of District, its agents, officers, employees or contractors, arising from or out of the installation, construction, operation, maintenance,

keep the County Line in good operating condition. All costs associated with maintenance, repair, and reconstruction of the County Line shall be the obligation of and paid for by the District.

- 5.2 Standards. Maintenance, repair, replacement, and/or reconstruction of the County Line shall be in accordance with the latest edition of the County design standards (Standard Specifications for Public Works Construction and San Diego Area Regional Standard Drawings), and State of California, Department of Transportation Standard Specifications for Public Works Construction and San Diego Area Regional Standard Drawings.

ARTICLE VI. CHARGES AND EXPENSES

- 6.1 Costs of Design, Construction, Repair, Maintenance, and/or Replacement of County Line. District shall be responsible for all costs associated with the design, construction, repair, maintenance, and/or replacement of the County Line.
- 6.2 Charge Against Capacity Rights. All sewage generated from the Property (including inflow or infiltration) discharged into the Metro System via the County Line shall be charged against District's capacity rights as defined in the Metro Agreement and any amendments or supplements thereto. As no meters will be installed to calculate actual flow of and capacity used by the County Line, Chula Vista and the District have agreed to calculate the flow to be generated by the Church of the Good Shepherd prior to connection to the City Sewer based on the number of fixture units within the Church of the Good Shepherd, but in an amount not to exceed 8 EDUs as verified by review of approved building permit plans for the Project. Fixture units shall be converted to EDUs utilizing equivalent fixture units as described in Chula Vista's Form 5509 Development Checklist, Sewage Participation Fee section.
- 6.3 Amendment to the Metro Billing Formula for Chula Vista and the District. Prior to construction and connection of the County Line to the City Sewer, District and Chula Vista shall each send a letter to the City of San Diego stating that an agreement has been reached between the two agencies regarding the discharge from the Church of the Good Shepherd. Chula Vista's recorded flow shall be reduced by up to 8 EDUs, the District's recorded flow shall be increased by the same amount (up to 8 EDUs), and the Metro Billing Formula shall be adjusted accordingly, all based on a final fixture unit count on approved building permit plans for the Project.
- 6.4 Sewer Service Charge. Chula Vista's sewer service charges have been set to recover Chula Vista's costs for wastewater treatment, maintenance and operation of the local collection system, and capital replacement. Since Chula Vista will not be liable for the cost of wastewater treatment for potentially as many as 8 EDUs of flow generated by the Church of the Good Shepherd, the District shall pay to Chula Vista a monthly service charge for that portion of the sewer services charge needed to cover the Chula Vista's Maintenance and Operation ("City M & O") costs. Monthly Sewer Service Charges shall be paid annually by District to Chula Vista within thirty (30) calendar days of receipt of an invoice for such charges. The Monthly Sewer Service Charge shall be determined as follows:

repair, replacement and/or reconstruction of said County Line and/or appurtenances installed according to Section 3 of this Agreement.

- 8.2 Defend, Indemnify, and Hold Harmless (Chula Vista). Without waiving any governmental immunity and to the extent it may legally do so, Chula Vista shall defend, indemnify, and save and hold free and harmless District, its board members, agents, officers and employees from any claim, actions, liabilities, penalties or fines for injury to or damage to any person or property or for the death of any person arising from or out of any act or omission of Chula Vista, its agents, officers, employees or contractors.

ARTICLE IX. NOTICES

- 9.1 Writing. Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing.
- 9.2 Effective Date. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective: (i) on personal delivery, (ii) on the second business day after mailing by certified or registered U.S. Mail, return receipt requested, (iii) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, or (iv) upon successful transmission of facsimile.
- 9.3 Recipients. All demands or notices required or permitted to be given shall be sent to all of the following:
- 9.3.1 City: City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
- 9.3.2 Permittee: Spring Valley Sanitation District
County of San Diego
5555 Overland Avenue
Bldg. 2, Suite 2260
San Diego CA 92123
- 9.4 Change of Address(es). Notice of change of address shall be given in the manner set forth in this Article.

ARTICLE X. TERM OF AGREEMENT

- 10.1 Option. This Agreement and all conditions herein shall remain in full force and effect unless terminated by mutual agreement, provided that the District is not in default under or breach of this Agreement.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- 11.1 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.
- 11.2 Gender & Number. Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine genders and (ii) the singular number includes the plural number.
- 11.3 Reference to Paragraphs. Each reference in this Agreement to a section refers, unless otherwise stated, to a section this Agreement.
- 11.4 Incorporation of Recitals. All recitals herein are incorporated into this Agreement and are made a part hereof.
- 11.5 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of Chula Vista or the District, shall be deemed to be both covenants and conditions.
- 11.6 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both parties or an amendment to this Agreement agreed to by both parties. All prior negotiations and agreements are merged into this Agreement.
- 11.7 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.
- 11.8 Drafting Ambiguities. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.
- 11.9 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

- 11.10 Prompt Performance. Time is of the essence of each covenant and condition set forth in this Agreement.
- 11.11 Good Faith Performance. The parties shall cooperate with each other in good faith, and assist each other in the performance of the provisions of this Agreement.
- 11.12 Further Assurances. Chula Vista and District each agree to execute and deliver such additional documents as may be required to effectuate the purposes of this Agreement.
- 11.13 Exhibits. Each of the following Exhibits is attached hereto and incorporated herein by this reference:
- Exhibit A: 8" County Line
- Exhibit B: Conceptual Project Plans
- Exhibit C: Location Map
- Exhibit D: Legal Description
- 11.14 Compliance with Controlling Law. The District shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including (if required) California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the District shall comply immediately with all directives related to the continued use of the City Sewer issued by Chula Vista or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.
- 11.15 Jurisdiction, Venue, and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.
- 11.16 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Chula Vista as a chartered city of the State of California.
- 11.17 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship between Chula Vista, District and any third party; however, the parties understand and agree that Chula Vista, to the extent permitted by law, is an intended third party beneficiary of all District's contracts, purchase orders and other contracts between District and third party services related to the use of the City Sewer. District shall incorporate this provision into its contracts, supply agreements and purchase orders.
- 11.18 Non-Assignment. The District shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to

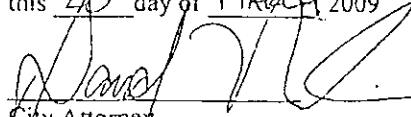
become due, without Chula Vista's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of Chula Vista. In no event shall any putative assignment create a contractual relationship between Chula Vista and any putative assignee.

- 11.19 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.
- 11.20 Independent Contractors. The District, any consultants, contractors, subcontractors, and any other individuals employed by the District shall be independent contractors and not agents of Chula Vista. Any provisions of this Agreement that may appear to give Chula Vista any right to direct the District concerning the details of performing the services under this Agreement, or to exercise any control over such performance, shall mean only that the District shall follow the direction of Chula Vista concerning the end results of the performance.
- 11.21 Approval. Where the consent or approval of a party is required or necessary under this Agreement, the consent or approval shall not be unreasonably withheld.
- 11.22 No Waiver. No failure of either Chula Vista or the District to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 11.23 Signing Authority. The representative for each party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other party or parties hereto harmless if it is later determined that such authority does not exist.

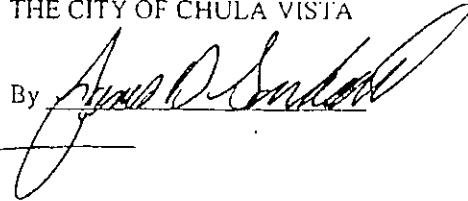
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials.

Approved as to form and legality

this 25 day of MARCH, 2009


City Attorney
of the City of Chula Vista.

THE CITY OF CHULA VISTA

By 

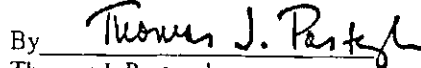
Approved as to form and legality

this 9 day of July, 2009

County Counsel

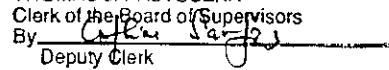
By Thomas Bowerth Senior Deputy

SPRING VALLEY SANITATION DISTRICT

By 

Thomas J. Pastuszka

Clerk of District Board of Directors

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date 7/22/09 Minute Order No. 1179
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By 
Deputy Clerk

INDEX

**COUNTY OF SAN DIEGO
SAN DIEGO COUNTY SANITATION DISTRICTS
WEDNESDAY, JULY 22, 2009**

MINUTE ORDER NO. 1

**SUBJECT: SPRING VALLEY SANITATION DISTRICT;
 NOTICED PUBLIC HEARING;
 APPEAL OF THE CHURCH OF THE GOOD SHEPHERD; MAJOR
 USE PERMIT MODIFICATION P56-020W¹ AND SEWER
 CONNECTION AGREEMENT; SWEETWATER COMMUNITY
 PLANNING AREA (DISTRICT: 1)**

OVERVIEW:

This is a neighbor's appeal of the Planning Commission's March 24, 2006 decision to approve Major Use Permit Modification P56-020W¹. The project is a Major Use Permit Modification to modify the existing facilities for the Church of the Good Shepherd, which opened in 1956 in Bonita. This appeal was originally scheduled for the Board of Supervisors (Board) on September 20, 2006, but was continued because a sewer agreement was required between the City of Chula Vista and the Spring Valley Sanitation District. The City of Chula Vista recently approved the agreement on March 24, 2009.

This item also includes a request for the Board acting as the Board of Directors of the Spring Valley Sanitation District to approve and authorize the Clerk of the Board of Supervisors to execute a two-party agreement between the City of Chula Vista and Spring Valley Sanitation District for the Church of the Good Shepherd to connect to the City of Chula Vista Bonita Road sewer line.

The 3.7-acre site is located at 3990 Bonita Road in the Sweetwater Community Planning Area. The Church of the Good Shepherd is located outside the geographic boundaries of the City of Chula Vista, but within the City of Chula Vista sphere of influence and is currently served by a septic sewer system. The property is zoned RR1, Rural Residential Use Regulation, which allows Civic Use Types: Religious Assembly with the approval of a Major Use Permit pursuant to Section 2185b of the Zoning Ordinance. The Major Use Permit Modification is required pursuant to Section 7378 of the Zoning Ordinance. (Thomas Guide Page 1310/4G)

FISCAL IMPACT:

No fiscal impact.

BUSINESS IMPACT STATEMENT:

N/A

RECOMMENDATION:
CHIEF ADMINISTRATIVE OFFICER

Approve and authorize the Clerk of the Board of Supervisors, to execute Agreement Between the City of Chula Vista and Spring Valley Sanitation District for a New 8" Sewer Connection From the Church of the Good Shepherd to Chula Vista's Bonita Road Sewer and Recorded Flow Adjustment. (Attachment R, Sewer Connection Agreement)

(Relates to Board of Supervisors, Agenda No. 5)

ACTION

ON MOTION of Director Cox, seconded by Director Horn, the Directors of the San Diego County Sanitation Districts closed the Hearing and took action as recommended.

AYES: Cox, Jacob, Slater-Price, Horn

ABSENT: Roberts

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Sanitation Districts.

THOMAS J. PASTUSZKA
Clerk of the Board of Directors



By 
Marvice E. Mazyck, Deputy



COUNTY OF SAN DIEGO

PLANNING REPORT

BOARD OF SUPERVISORS

GREG COX
First District

DIANNE JACOB
Second District

PAM SLATER-PRICE
Third District

RON ROBERTS
Fourth District

BILL HORN
Fifth District

SA1

DATE: July 22, 2009

TO: Board of Supervisors
Board of Directors of the Spring Valley Sanitation District

SUBJECT: APPEAL OF THE CHURCH OF THE GOOD SHEPHERD; MAJOR USE PERMIT MODIFICATION P56-020W¹ AND SEWER CONNECTION AGREEMENT; SWEETWATER COMMUNITY PLANNING AREA (District: 1)

SUMMARY:

Overview

This is a neighbor's appeal of the Planning Commission's March 24, 2006 decision to approve Major Use Permit Modification P56-020W¹. The project is a Major Use Permit Modification to modify the existing facilities for the Church of the Good Shepherd, which opened in 1956 in Bonita. This appeal was originally scheduled for the Board of Supervisors (Board) on September 20, 2006, but was continued because a sewer agreement was required between the City of Chula Vista and the Spring Valley Sanitation District. The City of Chula Vista recently approved the agreement on March 24, 2009.

This item also includes a request for the Board acting as the Board of Directors of the Spring Valley Sanitation District to approve and authorize the Clerk of the Board of Supervisors to execute a two-party agreement between the City of Chula Vista and Spring Valley Sanitation District for the Church of the Good Shepherd to connect to the City of Chula Vista Bonita Road sewer line.

The 3.7-acre site is located at 3990 Bonita Road in the Sweetwater Community Planning Area. The Church of the Good Shepherd is located outside the geographic boundaries of the City of Chula Vista, but within the City of Chula Vista sphere of influence and is currently served by a septic sewer system. The property is zoned RR1, Rural Residential Use Regulation, which allows Civic Use Types: Religious Assembly with the approval of a Major Use Permit pursuant to Section 2185b of the Zoning Ordinance. The Major Use Permit Modification is required pursuant to Section 7378 of the Zoning Ordinance. (Thomas Guide Page 1310/4G)

Recommendation(s)

APPEAL

SUBJECT: APPEAL OF THE PLANNING COMMISSION DECISION TO APPROVE CHURCH OF THE GOOD SHEPHERD; MAJOR USE PERMIT MODIFICATION P56-020W¹ AND SEWER CONNECTION AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE SPRING VALLEY SANITATION DISTRICT; SWEETWATER COMMUNITY PLANNING AREA (District: 1)

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Acting as the Board of Supervisors of the County of San Diego:

PLANNING COMMISSION

Approve Major Use Permit Modification P56-020W¹ and adopt Form of Decision that makes the appropriate findings and includes those requirements and conditions necessary to ensure that the project is implemented in a manner consistent with the San Diego County Zoning Ordinance and applicable State law. (Attachment D, Form of Decision)

DEPARTMENT OF PLANNING AND LAND USE

The Department concurs with the Planning Commission recommendation.

SEWER CONNECTION AGREEMENT

Acting as the Board of Directors of the Spring Valley Sanitation District:

CHIEF ADMINISTRATIVE OFFICER

Approve and authorize the Clerk of the Board of Supervisors, to execute Agreement Between the City of Chula Vista and Spring Valley Sanitation District for a New 8" Sewer Connection From the Church of the Good Shepherd to Chula Vista's Bonita Road Sewer and Recorded Flow Adjustment. (Attachment R, Sewer Connection Agreement)

Fiscal Impact

No fiscal impact.

Business Impact Statement

N/A

Advisory Board Statement

In a letter dated January 12, 2009, the Sweetwater Planning Group opposed the Mitigated Negative Declaration stating they have concerns regarding the sewer agreement, the height and size of the proposed structures, flooding, private road maintenance and traffic. (Attachment M)

On October 5, 2002, the Sweetwater Planning Group voted 14-0 to recommend approval. See Attachment M for the Planning Group Action Sheet.

Involved Parties

Owner: Church of the Good Shepherd, Rev. Dr. George Calvert
Applicant: Darrold Davis, CCBG Architects

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Applicant: Robin Munro, Prairie Schwartz Heidal
Application Date: September 4, 2002

Planning Commission Vote

On March 24, 2006, the Planning Commission voted 7-0-0 to approve the Church of the Good Shepherd Major Use Permit Modification P56-020W¹.

BACKGROUND:

On February 10, 2006, the Planning Commission reviewed Major Use Permit Modification P56-020W¹. The Planning Commission took testimony and voted to continue the item to March 10, 2006 to allow the applicant the opportunity to meet with neighbors to discuss issues raised at the February 10, 2006 Planning Commission hearing. Issues raised by the community at the hearing included the size and scope of the project, traffic, drainage, noise, height of the proposed cross, the Silk Oak trees, noticing requirements, and the proposed daycare use.

Following the February 10, 2006 Planning Commission action, the applicant held a neighborhood meeting at the Church of the Good Shepherd to discuss community concerns and project issues including traffic and drainage impacts, as well as impacts of the proposed daycare use within the church. The applicant notified and invited property owners within 1,000 feet of the project to the neighborhood meeting.

In the time between the February 10, 2006 hearing and the March 10, 2006 hearing, the Department of Planning and Land Use (DPLU) discussed with the applicant issues discussed at the neighborhood meeting. The applicant agreed to additional conditions (Silk Oak tree monitoring program, stop sign, gated access, street restriping, and internal circulation) to address impacts from the additional traffic that would be generated with the proposed daycare.

On March 10, 2006, the Planning Commission reheard the item, including a discussion of additional project conditions that resulted from the community meeting. Public testimony was not reopened; however, the Planning Commission did take testimony from an attorney for the proponents and an attorney for the opponents. The Planning Commission eliminated the daycare from the project and the applicant agreed to the removal. The Planning Commission voted to continue the item to March 24, 2006 and directed staff to revise the Major Use Permit Modification decision documents to reflect the elimination of the daycare.

On March 24, 2006, the Planning Commission reheard the item and considered the additional conditions (stop sign, gated emergency access, street restriping) that were discussed at the February 10, 2006 and March 10, 2006 hearings. The Planning Commission approved Major Use Permit Modification P56-020W¹ with the additional conditions. The added conditions eliminated the proposed daycare, and required that (1) the ingress/egress at Grevillea Way be gated and used for emergency use only, (2) a stop sign be installed at the ingress/egress at The

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Hill Road, and (3) that Willow Street south of Bonita Road be restriped per plan on file (see Attachment L, Planning Commission Minutes).

On April 3, 2006, an appeal of the Planning Commission's March 24, 2006 approval of Major Use Permit Modification P56-020W¹ was filed by a member of the surrounding community.

On September 20, 2006 this appeal was originally scheduled for the Board of Supervisors, but was continued without hearing public testimony because a sewer agreement was required between the City of Chula Vista and the Spring Valley Sanitation District. The City of Chula Vista originally agreed to provide sewer service, however upon completion of a sewer capacity study determined that they would not be able to provide service. The Spring Valley Sanitation District reviewed the project and determined that they would be able to provide sewer service to the project site. The City of Chula Vista recently approved the agreement on March 24, 2009.

Project Description/Appeal

The project is a Major Use Permit Modification to authorize the expansion and modification of the existing facilities for the Church of the Good Shepherd, which opened in 1956 in Bonita. A new, 325-seat, 6,027 square-foot, sanctuary with parking and utility improvements is proposed, as well as a cosmetic remodel to the existing facilities. In addition, a new, one-story with basement, 8,800 square-foot building to replace the existing 2,276 square-foot, southernmost classroom building is proposed. This building will be used as a classroom and for meetings and storage. Proposed uses of the site include religious studies, Sunday services, bible study, and special events. A height exception is included in the Major Use Permit Modification decision. The height exception allows an increase in height of the cross that would be located on the sanctuary from 35 feet, that is allowed by right, to a maximum height of 45 feet pursuant to Section 4620g of the Zoning Ordinance.

The 3.7-acre site is located on the south side of Bonita Road at the terminus of Willow Street and where Gevillea Way and The Hill Road split. The site is developed with a number of existing structures and facilities.

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Existing mature landscaping is present throughout and surrounds the project site which obscures views onto the site from the roadways. Parking (98 spaces) is proposed on the western and southern portions of the site to accommodate the needs of the property. (Attachment A, Planning Documentation)

Proposed activities on the site include Sunday Services for up to 325 people. Current membership is 255. Services would be conducted within the proposed 6,027 square-foot sanctuary. Three services would occur on Sunday between 7:30 a.m. and 1:00 p.m. Meetings would occur four or five evenings each week and are for smaller groups of 5 to 50 people. Religious education activities would take place on Sundays beginning at 10:00 a.m. and on weeknights beginning at 7:00 p.m. In addition, a one-week summer bible school (existing) would continue. The summer bible school would take place Monday through Friday, 9:00 a.m. to 12:00 noon. Other activities include special events such as weddings (members of the congregation only) and funerals.

Sewer Agreement

The owner has requested sewer service from the Spring Valley Sanitation District. As such, a sewer connection agreement between the City of Chula Vista and the Spring Valley Sanitation District is required. Based on the project's location, the property can only access Spring Valley Sanitation District trunk sewer (Outfall) indirectly by connecting to the City of Chula Vista sewer line along Bonita Road. Combined sewage from both agencies is transported through the Outfall from a point of confluence downstream of the project to the San Diego Metropolitan Sewage System for treatment per existing Agreement between the City of Chula Vista and the Spring Valley Sanitation District for the Transportation of Wastewater in the Spring Valley Joint System. This Agreement provides for conveyance of sewage from Chula Vista to the San Diego Metropolitan Sewerage System using Spring Valley Sanitation's District's trunk sewer (Outfall). The City of Chula Vista has been using and paying for the use of the Outfall since 1964; pursuant to agreement with the County. The Agreement, last extended on May 20, 1997, is valid through June 2013.

Spring Valley Sanitation District sewer service for the project is conditioned upon annexation of the property into the Spring Valley Sanitation District. It is also predicated upon construction by the owner of an eight-inch diameter sewer pipe to connect the property to the City of Chula Vista Bonita Road sewer line and subsequent dedication of the pipe to Spring Valley Sanitation District.

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The City of Chula Vista is requiring a two-party agreement with the Spring Valley Sanitation District for the Church of the Good Shepherd project to connect to the City of Chula Vista Bonita Road sewer line. The Agreement between the City of Chula Vista and Spring Valley Sanitation District for a new 8 inch sewer connection from the Church of the Good Shepherd to Chula Vista's Bonita Road sewer and recorded flow adjustment has been negotiated between the two agencies to allow the project to connect to the City sewer line. The Agreement was approved by the City of Chula Vista City Council on March 24, 2009. (Attachment R, Sewer Connection Agreement)

PROJECT ISSUES:

See Attachment B for more information on the Project Issues.

ENVIRONMENTAL STATUS:

On December 18, 2008 (Revised June 30, 2009), a Mitigated Negative Declaration was advertised and recirculated for public review because there has been a change in the project description related to sewer service. (Attachment I, Environmental Documentation)

On December 1, 2005 (revised June 1, 2006), a Mitigated Negative Declaration was prepared and advertised for public review.

PREVIOUS ACTIONS:

See Attachment C for listing of Previous Actions.

PUBLIC INPUT:

A number of letters and communications in support and opposition of the project are contained within Attachments "M", "N" and "O".

DEPARTMENT REASONS FOR RECOMMENDATION:

1. The project site is located in the (1) Residential Land Use Designation with a density of 1 dwelling unit per 1, 2, or 4 acres depending on slope. The project is consistent with the General Plan and the Sweetwater Community Plan because it proposes a Civic Use Type in the (1) Residential Land Use Plan Designation that allows Civic land uses.
2. The project site is located in the RR1 (Rural Residential) Use Regulation. The Religious Assembly Use Type is allowed under Zoning Ordinance Section 2185b upon issuance of a Major Use Permit. The applicant has applied for a Major Use Permit Modification to authorize an expansion and modification of an existing Religious Assembly Use Type. Therefore, the project as proposed is consistent with the existing zoning.

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3. The project would comply with all required findings of a Major Use Permit pursuant to Section 7358 of the Zoning Ordinance as described and incorporated in the attached Form of Decision.
4. The project would comply with the CEQA and State and County Guidelines because a Mitigated Negative Declaration was prepared and advertised on December 18, 2008 (Revised June 30, 2009).

Respectfully submitted,



CHANDRA L. WALLAR
Deputy Chief Administrative Officer

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ATTACHMENTS:

- Attachment A – Planning Documentation
- Attachment B – Project Issues
- Attachment C – Previous Actions
- Attachment D – Form of Decision Approving P56-020W¹
- Attachment E – Form of Decision Approving P62-155M¹
- Attachment F – Form of Decision Approving P62-155
- Attachment G – Form of Decision Approving P57-57
- Attachment H – Form of Decision Approving P56-020
- Attachment I – Environmental Documentation
- Attachment J – Traffic Circulation and Distribution
- Attachment K – Appeal Application
- Attachment L – Planning Commission Minutes
- Attachment M – Public Documentation
- Attachment N – Responses to Recirculated MND Comments
- Attachment O – Public Hearings Comments
- Attachment P – Ownership Disclosure
- Attachment Q – Land Use Analysis
- Attachment R – Sewer Connection Agreement between Chula Vista and Spring Valley Sanitation District
- Attachment S – Appellant Drainage Studies and Correspondence
- Attachment T – Project Schedule

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AGENDA ITEM INFORMATION SHEET

CONCURRENCE(S)

COUNTY COUNSEL REVIEW	<i>PW</i> <input checked="" type="checkbox"/> Yes	
Written disclosure per County Charter §1000.1 required?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
GROUP/AGENCY FINANCE DIRECTOR	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
<i>Yvette Slaney</i>		
CHIEF FINANCIAL OFFICER	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
Requires Four Votes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
GROUP/AGENCY INFORMATION TECHNOLOGY DIRECTOR	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
COUNTY TECHNOLOGY OFFICE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
DEPARTMENT OF HUMAN RESOURCES	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A

Other Concurrence(s):

ORIGINATING DEPARTMENT: Department of Planning and Land Use
Department of Public Works

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COUNTY OF SAN DIEGO
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SUBJECT: APPEAL OF THE PLANNING COMMISSION DECISION TO APPROVE CHURCH OF THE GOOD SHEPHERD; MAJOR USE PERMIT MODIFICATION P56-020W¹ AND SEWER CONNECTION AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE SPRING VALLEY SANITATION DISTRICT; SWEETWATER COMMUNITY PLANNING AREA (District: 1)

AUTHORIZED REPRESENTATIVE:



JOHN L. SNYDER, Director of DPW

AUTHORIZED REPRESENTATIVE:



ERIC GIBSON, Director of DPLU