

MEMO

TO: Board of Directors

FROM: District Manager

SUBJECT: AGREEMENT FOR INSTALLATION OF WATER DISTRIBUTION
FACILITIES APN 085-101-19; YMCA CAMP CAMPBELL

DATE: October 9, 2009

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and approve the attached resolution which authorizes an agreement for Installation of Water Distribution Facilities APN 085-101-19; YMCA Camp Campbell.

BACKGROUND:

YMCA Camp Campbell, generally located along Highway 9, Boulder Creek, is constructing improvements and additions to their facilities. To supply fire protection service to a portion of the new facilities requires the installation of approximately 310 lineal feet of new 8-inch water mainline. See Attachment 1.

Additionally, Camp Campbell presently has a combined total fixture unit count of 624 fixtures units. Upon completion of the improvements and additions to their facilities, Camp Campbell will have a new total fixture count of 981 fixture units. Pursuant to District Ordinance a fixture unit count of 981 fixture units require a 3-inch water meter. Therefore, Camp Campbell is also responsible for the difference in Meter Connection Fees from their existing 2-inch meter to a 3-inch meter, a sum of \$53,879.00.

It is recommended that the Board of Directors review this memo and approve the attached resolution which authorizes an agreement for Installation of Water Distribution Facilities APN 085-101-19; YMCA Camp Campbell.


James A. Mueller
District Manager

JAM/bsb

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. (09-10)

**SUBJECT: AGREEMENT FOR INSTALLATION OF WATER DISTRIBUTION
FACILITIES APN 085-101-19; YMCA CAMP CAMPBELL**

WHEREAS, APPLICANT YMCA Camp Campbell desires to obtain water and fire protection service for their facilities located at APN 085-101-19, which is generally located along Highway 9, Boulder Creek, CA; and

WHEREAS, APPLICANT has requested water and fire protection service from the District; and

WHEREAS, an eight-inch water main extension is required to provide water and fire protection service to the proposed facilities; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District that the District Manager is hereby authorized and directed to execute the Agreement for Installation of Water Distribution Facilities APN 085-101-19 on behalf of the District.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 15th day of October, 2009, by the following vote of the members thereof:

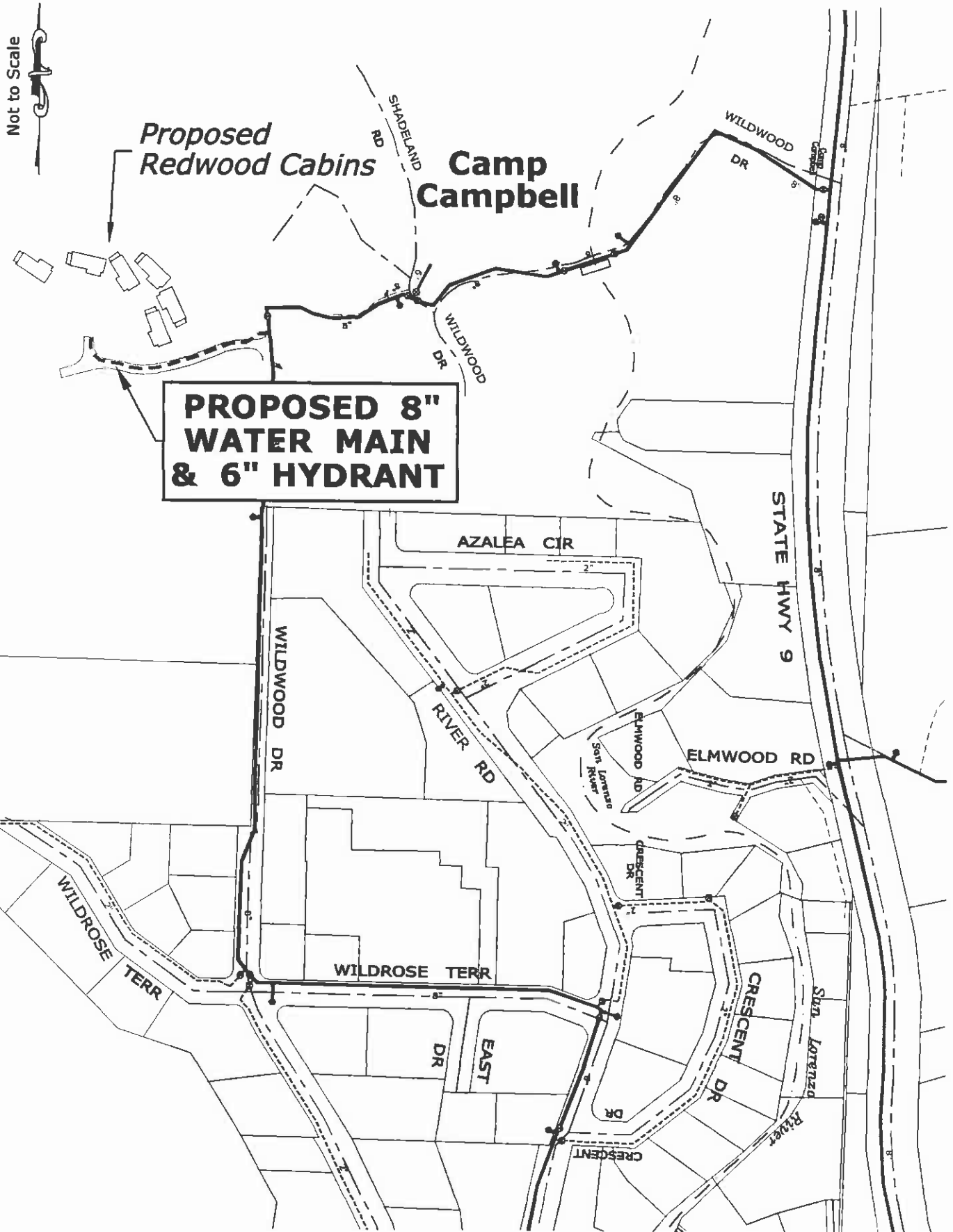
AYES:

NOES:

ABSTAIN:

ABSENT:

B. Barchi, District Secretary
San Lorenzo Valley Water District



SAN LORENZO VALLEY WATER DISTRICT

and when recorded mail to:

BRANDON BARCHI
SAN LORENZO VALLEY WATER DISTRICT
13060 HIGHWAY 9
BOULDER CREEK, CA 95006-9119

**SAN LORENZO VALLEY WATER DISTRICT
AGREEMENT FOR WATER DISTRIBUTION
SYSTEM IMPROVEMENTS
YMCA CAMP CAMPBELL
APN 085-101-19
Government Code No. 27383**

THIS AGREEMENT is made this day of October, 2009 by and between the SAN LORENZO VALLEY WATER DISTRICT, hereinafter referred to as "DISTRICT" and YMCA CAMP CAMPBELL, hereinafter referred to as "APPLICANT."

W I T N E S S E T H

WHEREAS, APPLICANT'S property, APN 085-101-19, is located within the boundaries of the San Lorenzo Valley Water District and generally located near Highway 9, Boulder Creek, CA 95006; and

WHEREAS, APN 085-101-19 is currently served by an existing 2 inch domestic water meter; and

WHEREAS, APPLICANT desires to make improvements to the YMCA Camp Campbell facilities; and

WHEREAS, said improvements to YMCA Camp Campbell requires the installation of approximately 310 lineal feet of 8-inch diameter water mainline, one (1) 6-inch diameter "steamer" fire hydrant, two (2) new 1 ½-inch domestic meters, and other system improvements appurtenant thereto; and

WHEREAS, APPLICANT desires to install a 8-inch diameter water mainline extension, one 6-inch diameter "steamer" fire hydrant, two (new 1 ½-inch domestic meters, and other system improvements necessary to provide water service to YMCA Camp Campbell; and

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until three (3) years after date of this Agreement.

APPLICANT'S OBLIGATIONS

2. TIME OF INSTALLATION. APPLICANT agrees that all improvements shall be installed within three (3) years of the date of this Agreement. Should the work not be so completed, this Agreement shall be void. Any refund of deposits will be made in accordance with the DISTRICT'S rules, regulations, and specifications.

3. PAYMENT. APPLICANT shall pay a total of \$56,839.00 to the DISTRICT for Meter Connection Fees, Meter Drop In Charges, and a deposit for construction inspection services fees relative to inspection of the system improvements. Detailed costs are provided as follows:

A	Meter Connection Fee	\$53,879.00
	Meter Connection Fee associated with increase in Fixture Units from existing 2-inch meter to 3-inch meter size	
B	Meter Drop In Charges	
i)	Two (2) new 1 ½-inch domestic meters (2 X \$300.00/ea = \$600.00)	\$600.00
ii)	One (1) new ¾-inch domestic meter	\$90.00
iii)	Three (3) new 5/8-inch Fire Protection Service detector meters (3 X \$90.00/ea = \$270.00)	\$270.00
iv)	Deposit for Construction Inspection	<u>\$2,000.00</u>
	Grand Total	\$56,839.00

4. DESCRIPTION OF FACILITIES. APPLICANT shall prepare plans and install approximately 310 LF of 8-inch diameter mainline and one (1) 6-inch diameter "steamer" fire hydrant with one (1) 4 ½-inch nozzle, two (2) 2 ½-inch nozzles, and appurtenances thereto at a mutually agreed location. APPLICANT shall install one (1) ¾-inch domestic water meter, two (2) 1 ½-inch domestic water meters, and appurtenances thereto at mutually agreed locations.

5. OWNERSHIP. All of the improvements shall, after inspection by the DISTRICT and acceptance by its Board of Directors, become the property of the DISTRICT and, except as hereinafter provided, shall thereafter be maintained by it. However, prior to acceptance, APPLICANT or APPLICANT'S contractor, shall deposit with the DISTRICT a bond, with the DISTRICT named as additional insured, in an amount equal to ten percent (10%) of the total cost of construction as certified by APPLICANT, to be maintained in full force and effect for a period of one (1) year after the acceptance of the improvements, to protect and insure the DISTRICT against losses or damages resulting from defective materials and workmanship on the project for the one (1) year period..

6. HOLD HARMLESS. APPLICANT agrees that they shall hold harmless the DISTRICT and its officers, agents and employees from all suits, actions, damages or claims of every name and description, to which the DISTRICT may be subjected or put by reason of damage or injury to persons or property arising out of or resulting from this Agreement, including, but not limited to, the execution of the work; the negligence or carelessness on the part of the DISTRICT, their agents, or employees; or by or on account of any act or omission of the DISTRICT, their agents, or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

7. EASEMENTS. APPLICANT shall grant the DISTRICT a water utility easement on APN 085-101-19 relative to the water mainline extension. All necessary easements are the responsibility of APPLICANT. Said water utility easement shall be received and accepted by the DISTRICT prior to the DISTRICT'S acceptance and ownership of the improvements.

8. DRAWING FO WATER DISTRIBUTION FACILITIES. APPLICANT shall prepare a drawing layout of these water distribution facilities. The drawing shall be equal to standard DISTRICT layout sheets, 24" x 36" in size, including plan and profile drawings, appropriate notes and titles, and all existing and proposed underground utilities. This drawing shall be submitted to and approved by the DISTRICT prior to construction. This drawing shall be stamped by a registered civil engineer. The original of the final drawing shall be provided to the DISTRICT.

9. DEPOSIT FOR DISTRICT'S COSTS. APPLICANT shall pay to the DISTRICT the full amount of all the DISTRICT'S costs incurred in connection with or directly attributable to APPLICANT'S work. APPLICANT shall deposit with the DISTRICT within thirty (30) days of adoption of this Agreement the sum of \$2,000.00, which is the DISTRICT'S estimated cost of the DISTRICT'S inspection costs incurred. Should the expenses incurred by the DISTRICT be in excess of the deposit, APPLICANT shall pay the amount of such excess to the DISTRICT on demand. The demand shall be accompanied by an accounting of the DISTRICT'S expenses. Should the DISTRICT'S expenses be less than the amount deposited, the

DISTRICT shall refund to the APPLICANT the difference upon completion of the work and its acceptance by the DISTRICT.

10. INSURANCE. APPLICANT or APPLICANT'S contractor shall provide evidence of adequate Worker's Compensation and \$1,000,000.00 in Liability Insurance, prior to beginning of construction, which shall be maintained in full force and effect until the improvements are accepted by the DISTRICT, and which would provide sufficient limits of liability for defense and indemnification of the DISTRICT. The DISTRICT shall be named as an additional insured on a certificate of insurance for this project with the thirty (30) day cancellation notice to the DISTRICT, mailed with return receipt requested.

11. SPECIFICATIONS. All work shall be in conformance with the DISTRICT'S construction standards.

DISTRICT'S OBLIGATIONS

12. MAINTENANCE AND OPERATION. After all improvements have been completed and accepted by the DISTRICT, it shall be the property of the DISTRICT and part of its system, and thereafter the DISTRICT may make extensions therefrom and laterals thereto at any point thereon. DISTRICT agrees that upon acceptance of the main extension, the DISTRICT shall operate, maintain, and manage the same as part of its system, subject to the DISTRICT's rules and regulations and to the rates and charges the DISTRICT establishes from time to time.

13. NOTICES. All written notices to the parties hereto shall be sent United States mail postage prepaid, by registered mail, return receipt requested, addressed as follows:

DISTRICT:

James A. Mueller
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006
(831) 338-2153

APPLICANT:

YMCA Camp Campbell
Boulder Creek, CA. 95006

Changes to the above addresses and persons can be made by the same form of notice.

14. INCORPORATION BY REFERENCE. DISTRICT'S specifications are hereby incorporated in and made a part of this Agreement.

15. APPLICANT'S PARCEL. APPLICANT'S parcel is APN 085-101-19.

16. AUTHORITY TO EXECUTE AGREEMENT. Both the DISTRICT and APPLICANT do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreement for said party.

Signatures by APPLICANT or their agents in this Agreement shall be notarized and shall make the APPLICANT or their agents personally liable for any unpaid costs. APPLICANT agrees to pay all legal fees necessary in recovering any unpaid balance.

SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANT:

James Mueller, District Manager
San Lorenzo Valley Water District

YMCA Camp Campbell

ATTEST:

B. Barchi, District Secretary