

TO: District Manager

FROM: District Engineer

DATE: March 7, 2006

SUBJECT: Water Distribution System Improvements; APN 084-031-21

RECOMMENDATION:

It is recommended that the District Manager review this memorandum and the attached agreement between the District and Bonnie Venn. After review, it is recommended that the District Manager forward the attached agreement to the Board for consideration and approval. A resolution is attached.

BACKGROUND:

Bonnie Venn, the owner of APN 084-031-21, generally located at Kings Creek Road and Highway 9, Boulder Creek, has an existing meter which she desires to upgrade and move. Further more, at the request of Boulder Creek Fire Protection District, she desires to install a public fire hydrant and private fire sprinkler service. Ms.Venn has acquired a CALTRANS permit to construct the necessary water distribution system improvement and will hire a licensed contractor to construct said facilities. The District will inspect the installation of the said improvements to ensure compliance with the District standards and specifications. Upon completion and acceptance by the District the public fire hydrant would be incorporated into the District system.

The attached agreement between the District and Bonnie Venn will allow Ms. Venn to install the necessary water distribution system improvements. See Attachment 1.

It is recommended that the District Manager approve and forward to the Board of Directors the attached resolution which authorizes and directs the District Manager to execute the subject agreement on behalf of the District.

SAN LORENZO VALLEY WATER DISTRICT
RESOLUTION NO. _____ (05-06)

SUBJECT: **RESOLUTION FOR WATER DISTRIBUTION SYSTEM
IMPROVEMENTS, APN 084-031-21**

WHEREAS, Bonnie Venn, the owner of APN 084-031-21 desires to install a public “steamer” fire hydrant, a 4-inch private fire protection service with a reduced pressure backflow device, and a 5/8” domestic meter with a reduced pressure backflow device; and,

WHEREAS, staff has determined that the cost of said hydrant installation, 4-inch private fire protection service, and 5/8” domestic water meter should be the property owner’s responsibility,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the San Lorenzo Valley Water District hereby agrees to the installation of a public fire hydrant , a 4-inch private fire service, and a 5/8” domestic meter along Highway 9 for APN 084-031-21. Further be it resolved that the District Manager is hereby authorized and directed to execute said agreement on behalf of the San Lorenzo Valley Water district between the District and Bonnie Venn and carry out all necessary actions to fulfill said agreement.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the th day of March 2006, by the following vote of the members thereof:

AYES: _____

NOES: _____

ABSENT: _____

District Secretary
San Lorenzo Valley Water District

Recorded at the Request of:

SAN LORENZO VALLEY WATER DISTRICT

and when recorded mail to:

KENNETH GIROUARD
SAN LORENZO VALLEY WATER DISTRICT
13060 HIGHWAY 9
BOULDER CREEK, CA 95006-9119

**SAN LORENZO VALLEY WATER DISTRICT
AGREEMENT FOR WATER DISTRIBUTION
SYSTEM IMPROVEMENTS
BONNIE VENN
APN 084-031-21**

THIS AGREEMENT is made this ____ day of March, 2006 by and between the SAN LORENZO VALLEY WATER DISTRICT, hereinafter referred to as "DISTRICT" and Bonnie Venn, hereinafter referred to as "APPLICANT."

W I T N E S S E T H

WHEREAS, APPLICANT desires to install a public "steamer" fire hydrant with one 4-1/2" nozzle and two 2-1/2" nozzles, a 4-inch private fire protection service and a 5/8" domestic meter; and

WHEREAS, APPLICANT'S property, APN 084-031-21 is generally located at Highway 9 and Kings Creek Road, Boulder Creek; and whereas APPLICANTS property is located within the boundaries of the San Lorenzo Valley Water District; and

WHEREAS, a steamer fire hydrant installation is needed by APPLICANT; and

WHEREAS, a 4-inch private fire protection service, with a reduced pressure backflow device is needed by APPLICANT,

WHEREAS, an additional 5/8" domestic meter with a reduced pressure backflow device is needed by APPLICANT; and the existing 5/8" meter is to remain but is to be supplemented with a reduced pressure backflow device.

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 one (1) year after date of this Agreement.

APPLICANT'S OBLIGATIONS

2. TIME OF INSTALLATION. APPLICANT agrees that all improvements shall be installed within one (1) year 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 DISTRICT'S rules, regulations, and specifications.

3. PAYMENT. APPLICANT shall pay a total of \$870.00 to the DISTRICT for the material cost of three 5/8" meters, and a deposit for inspection service to inspect the installation of the fire hydrant, the fire service, and the 5/8" domestic meter. Detailed costs are provided as follows:

A) Material cost of (3) 5/8" meters with touch read	\$370.00
B) Deposit for Construction Inspection	\$500.00
Total	<u>\$870.00</u>

4. DESCRIPTION OF FACILITIES. APPLICANT shall install a 6-inch diameter "steamer" fire hydrant with one 4-1/2" nozzle, two 2-1/2" nozzles, and all appurtenances there to at a mutually agreed location in the public right-of-way near the intersection of Highway 9 and Kings Creek Road. APPLICANT shall install a 4-inch private fire protection service with reduced pressure backflow device. Applicant shall install a 5/8" domestic meter Service with a reduced pressure backflow device. All of the afore mentioned facilities shall be installed at the sole expense of the APPLICANT.

5. OWNERSHIP. All of the improvements shall, become the property of DISTRICT except for the 4-inch private fire protection service with reduced pressure backflow device. The 4-inch private fire service protection with reduced pressure backflow device will remain as the property of the APPLICANT. All of the DISTRICT's property thereafter shall be maintained by DISTRICT.

6. HOLD HARMLESS. APPLICANT agree 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 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 DISTRICT, their agents, or employees; or by or on account of any act or omission of DISTRICT, their agents, or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

7. SPECIFICATIONS. All work shall be in conformance with DISTRICT'S construction standards and specifications.

DISTRICT'S OBLIGATIONS

9. CONSTRUCTION OF FACILITIES. DISTRICT shall supply the APPLICANT with a 5/8" water meter for the new domestic 5/8" service which the APPLICANT shall install. The DISTRICT shall provide a second 5/8" meter for the new fire service bypass meter which the APPLICANT shall install. The DISTRICT shall provide a 5/8" meter, which the APPLICANT shall install, to replace the existing 5/8" meter serving the three (3) cabins on the eastern portion of the parcel.

10. MAINTENANCE AND OPERATION. After the fire hydrant and three 5/8" meters have been completed and accepted by DISTRICT, it shall be the property of DISTRICT and part of its system, and thereafter DISTRICT may make extensions therefrom and laterals thereto at any point thereon. DISTRICT agrees that upon acceptance of the main extension, DISTRICT shall operate, maintain, and manage the same as part of its system, subject to DISTRICT's rules and regulations and to the rates and charges DISTRICT establishes from time to time.

11. 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:

Bonnie Venn
PO Box 222658
Carmel, CA. 93922-2658
(831) 625-6574
(831) 277-9470

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

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

13. APPLICANT' PARCEL. APPLICANT' parcel is APN 084-031-21.

14. AUTHORITY TO EXECUTE AGREEMENT. Both 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 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

Bonnie Venn

ATTEST:

District Secretary

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