

M E M O

TO: Board of Directors

FROM: District Manager

SUBJECT: AGREEMENT FOR WATER SERVICE; APN's
079-381-05, 079-381-09, 079-381-11, 079-381-12

DATE: December 13, 2007

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and approve the attached resolution authorizing and directing the President of the Board to execute the subject agreement on behalf of the District.

BACKGROUND:

Stephen Aufdermaur and Katherine Woodthorp applied for water service to APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12421-08 generally located on Aufderwood Lane in Brookdale. (See Attachments 1 thru 4). Staff review indicates that the District has no water distribution facilities at this location and recommends that water service be provided by a long service line agreement. The water meters would be generally located on Larkspur Ave, Brookdale.

In the past the District has authorized long service line agreements where future water mainline extensions were not likely to be constructed. In order to install long service lines, it is necessary for the application to cross privately owned parcels. The applicant is required to provide the District with proof of rights-of-way. The applicant is required to participate in any future water mainline extension should such mainline provide service to the subject parcel.

It is recommended that the Board of Directors approve the attached resolution which authorizes 4 long service line agreements for Stephen Aufdermaur and Katherine Woodthorp for APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12

James Mueller
District Manager

JAM/bsb

Attachments

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. (07-08)

SUBJECT: APPROVAL OF AGREEMENT REGARDING WATER SERVICE
FOR STEPHEN AUFDERMAUR AND KATHERINE WOODTHROP,
APN'S 079-381-05, 079-381-09, 071-381-11, 079-381-12, Brookdale.

WHEREAS, Stephen Aufdermaur and Katherine Woodthrop desire to
receive service as customers of the District; and

WHEREAS, their properties, APN's 079-381-05, 079-381-09, 079-381-
11, 079-381-12, generally located off Aufderwood Lane, Brookdale California, are
situated within the boundaries of the District; and

WHEREAS, the parcels are within the District's service area; and

WHEREAS, service will be by long service lines from water meters
generally located on Larkspur Ave., Brookdale; and

WHEREAS, the District and Stephen Aufdermaur and Katherine
Woodthrop are interested in providing service to their parcels and this agreement
provides the covenants necessary to resolve the current situation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of
the San Lorenzo Valley Water District that the President is authorized and directed to
execute the agreements regarding service to Stephen Aufdermaur and Katherine
Woodthrop, APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12, 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 20th
day of December, 2007, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

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

**To be recorded at no fee for the benefit of the District Per Government Code 27383
SAN LORENZO VALLEY WATER DISTRICT
AGREEMENT FOR FIRE HYDRANT INSTALLATION
STEPHEN AUFDERMAUR AND KATHERINE WOODTHROP
APN'S 071-381-05, 071-381-09, 079-381-11, 079-381-12**

THIS AGREEMENT is made this ____ day of December, 2007 by and between the SAN LORENZO VALLEY WATER DISTRICT, hereinafter referred to as "DISTRICT" and Stephen Aufdermaur and Katherine Woodthrop, hereinafter referred to as "APPLICANTS."

W I T N E S S E T H

WHEREAS, APPLICANTS desire to install a 6" diameter steamer fire hydrant with one 4-1/2" nozzle and two 2-1/2" nozzles; and

WHEREAS, APPLICANTS' properties, APN's 079-381-05, 079-381-09, 079-381-11 and 079-381-12 are located within the boundaries of the San Lorenzo Valley Water District on Aufderwood Lane, Brookdale; and

WHEREAS, a fire hydrant installation is needed by APPLICANTS; 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 one (1) year after date of this Agreement.

APPLICANTS' OBLIGATIONS

2. TIME OF INSTALLATION. APPLICANTS' agree that the fire hydrant 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. APPLICANTS shall pay a fee of \$5000.00 to the DISTRICT for the cost of the materials and the installation of the 6" steamer fire hydrant. This fee shall be paid in conjunction with, and at the same time as, the APPLICANTS payment to the DISTRICT for four (4) Long Service Line Agreements.

4. DESCRIPTION OF FACILITIES. DISTRICT shall install a 6-inch diameter "steamer" fire hydrant with one 4-1/2" nozzle, two 2-1/2" nozzles, and appurtenances at a mutually agreed location in the public right-of-way near the southwestern intersection of Larkspur Ave and Aufderwood Lane near the APPLICANTS' property and within the Larkspur Ave. right of way, in the vicinity of APN's 079-381-05, 079-381-09, 079-381-11 and 079-381-12.

5. OWNERSHIP. All of the improvements shall, become the property of DISTRICT and, except as hereinafter provided, shall thereafter be maintained by DISTRICT.

6. HOLD HARMLESS. APPLICANTS 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.

DISTRICT'S OBLIGATIONS

8. INSPECTION. All work shall be inspected for conformance with DISTRICT'S construction standards by DISTRICT staff. The cost of inspection shall be paid for by the DISTRICT.

9. MAINTENANCE AND OPERATION. After the fire hydrant has 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 fire hydrant, 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.

10. 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 95006-9119
(831) 430-4625

APPLICANTS:

Stephen Aufdermaur
Katherine Woodthorp
PO Box 374
Brookdale, CA 95007
(831)338-7624

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

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

12. APPLICANTS' PARCELS. APPLICANTS' parcels are APN's 079-381-05, 079-381-09, 079-381-11 and 079-381-12.

13. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and APPLICANTS 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 APPLICANTS or their agents in this Agreement shall be notarized and shall make APPLICANTS or their agents personally liable for any unpaid costs. APPLICANTS agrees to pay all legal fees necessary in recovering any unpaid balance.

SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANTS:

James A. Mueller, District Manager
San Lorenzo Valley Water District

Stephen Aufdermaur

Katherine Woodthorp

Attest:

District Secretary
San Lorenzo Valley Water District