

Staff Report

for the Board of Directors' Meeting of August 22, 2018

TO: Board of Directors

FROM: Chip Close, Water Operations Manager
Shannon Wood, Business Services Technician

DATE: August 13, 2018

SUBJECT: Temporary Service Location (TSL) Agreement
Wilkins (Consent)

OPERATIONS

RECOMMENDATION:

Approve Agreement for Temporary Water Service and Contribution for Future Treated Water Main Extension with Armando D. Wilkins and Rita S. Wilkins as recommended by the Variance Screening Committee.

BACKGROUND:

Armando D. Wilkins and Rita S. Wilkins own property located at 16908 Lake Vera Road, Nevada City, CA. They submitted an application for the TSL program May 22, 2018 which was approved June 19, 2018. All appropriate agreements have been executed and applicable fees have been collected.

BUDGETARY IMPACT:

None. All costs paid by Armando D. Wilkins and Rita S. Wilkins. The Future Treated Water Main Contribution collected for this parcel is \$13,588.05.

/sw

Attachment (1):

- Agreement for Temporary Water Service and Contribution for Future Treated Water Main Extension – Wilkins (with Exhibits)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

APN: 34-300-13

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR
TEMPORARY WATER SERVICE AND CONTRIBUTION FOR
FUTURE TREATED WATER MAIN EXTENSION
Wilkins**

This agreement, made on the ___ day of _____, 20__, by and between the NEVADA IRRIGATION DISTRICT ("DISTRICT"), an irrigation district formed and existing pursuant to Division 11 of the Water Code of the State of California, and **Armando D. Wilkins and Rita S. Wilkins** ("CUSTOMER"), authorizes a temporary domestic water service to the Customer, subject to certain conditions and obligations, and provides for the termination of such temporary water service upon the installation of future treated water mainline facilities ("FUTURE MAIN") fronting or abutting CUSTOMER'S PROPERTY and further provides as follows:

RECITALS

WHEREAS, Customer is the owner of a parcel of land located at **16908 Lake Vera Road, CA**, known as Assessor Parcel No. **34-300-13**, of Nevada County, and more particularly described in vesting deed recorded on March 18, 1994, Document Number 94-10106, of Nevada County Records, and is generally shown in Exhibit "A", attached hereto and by this reference incorporated herein ("PROPERTY"); and

WHEREAS, CUSTOMER desires potable water service from DISTRICT and such service cannot be provided under DISTRICT'S established rules because PROPERTY is not fronted by a treated water main to provide a permanent water service to PROPERTY meeting DISTRICT'S rules for service; and

WHEREAS, CUSTOMER can access a DISTRICT treated water main that does not front PROPERTY through an easement, or easements, from neighboring property owners; and

WHEREAS, in lieu of installing a mainline extension at this time, CUSTOMER is agreeable to pay CUSTOMER'S fair share of the FUTURE MAIN to be built by others, and has requested approval for a Temporary Service Location ("TSL") from DISTRICT until such FUTURE MAIN is constructed; and

WHEREAS, the TSL provides for a connection to DISTRICT'S treated water pipeline on **Lake Vera-Purdon Road** until a permanent service location is available, in accordance with the rules and regulations of DISTRICT, from the FUTURE MAIN; and

WHEREAS, in addition to paying all capacity charges and meter installation fees for the temporary and future connections to the DISTRICT pipelines, CUSTOMER is willing to contribute to the cost of the FUTURE MAIN based on DISTRICT'S estimates and formula for Treated Water Main Contribution ("TWM CONTRIBUTION"), as identified herein.

AGREEMENT

NOW THEREFORE, DISTRICT and CUSTOMER agree as follows:

1. DISTRICT hereby approves CUSTOMER'S request for a TSL to provide treated water to the PROPERTY, in the approximate location shown on **Exhibit "B"**, attached hereto, and subject to CUSTOMER'S payment of all charges and fees, and compliance with all terms of this Agreement.

2. Easements. CUSTOMER has executed a Water Service Agreement for Parcels not Fronting NID Waterline addressing the construction and maintenance of a temporary service line to the point of connection for the TSL, and such agreement is recorded with the County Recorder of Nevada County, with a conformed copy of such recording on file with the DISTRICT.

CUSTOMER has provided adequate easements or Rights-of-Way for the future water main and related appurtenances, if applicable.

3. Fees and Charges. CUSTOMER has paid the current connection fee for the TSL connection to the existing water main, and the current capacity charge for a **5/8**-inch service. In addition, CUSTOMER has paid an amount equal to an additional connection fee representing the estimated costs for the relocation and future connection to the FUTURE MAIN at the permanent location, and any other related fees required by DISTRICT rules and regulations. For the purpose of this Agreement, current fees and charges shall mean the DISTRICT rates, fees, or charges that are in effect at the time of payment by CUSTOMER.

4. Contribution to the Future Main. CUSTOMER and DISTRICT understand and agree that the FUTURE MAIN will benefit CUSTOMER, that CUSTOMER desires to pay CUSTOMER'S fair share thereof, and that the TSL is not intended to be a permanent point for delivery of water service to CUSTOMER'S parcel. Therefore, CUSTOMER and DISTRICT agree that approval of this TSL does not reduce or eliminate CUSTOMER'S obligation to pay the pro-rata share of the FUTURE MAIN, and that the actual cost for the FUTURE MAIN, and CUSTOMER'S prorata share of that cost, can only be estimated at this time. Therefore, CUSTOMER agrees to contribute and the District acknowledges receipt of **\$13,588.05** to the actual cost of the FUTURE MAIN, based on DISTRICT'S estimate and formula for a Treated Water Main, and both CUSTOMER and DISTRICT agree that the TWM CONTRIBUTION represents a reasonable pro-rata share of the current estimated cost of the FUTURE MAIN, including the costs for design, surveying, inspection, installation and materials, construction staking, and project management. No further contribution will be required of CUSTOMER for FUTURE MAIN unless PROPERTY subdivides.

The DISTRICT shall deposit the TWM CONTRIBUTION in an interest bearing account for use in funding the FUTURE MAIN by a private water line extender, DISTRICT, or another public agency.

5. Connection to the Future Main. Upon completion of the FUTURE MAIN, DISTRICT will install a meter to the FUTURE MAIN at the permanent service location fronting the PROPERTY, or at such other location as is consistent with DISTRICT'S rules and regulations. DISTRICT shall notify CUSTOMER of the meter availability at the permanent service location and provide CUSTOMER with 30-day notice of the termination of the TSL. Upon receipt of such notification, CUSTOMER shall re-plumb water service to the permanent meter location. All CUSTOMER'S costs that are necessary for disconnection from the TSL and of reconnecting the CUSTOMER'S buildings to the permanent service location, including the cost of all piping, trenching, valves, and landscape restoration shall be borne by the CUSTOMER. DISTRICT will remove the meter at the TSL and cut CUSTOMER'S service line connected thereto at any time after the expiration of said 60 days after it provides the notice specified above.

6. Single Use. Water service in accordance with this Agreement shall be for one single-family residence only - which may include one "granny unit," on the PROPERTY. Service to additional dwellings or parcels shall terminate this TSL.

7. Title. Grant of this TSL and related provision of domestic water service, and DISTRICT'S right to terminate said TSL upon notice of a permanent meter location constitutes a covenant running with and benefiting and burdening the PROPERTY, and further constitutes an equitable servitude running with said PROPERTY and may be enforced against CUSTOMER, the heirs, successors and assigns, at such time as said permanent service location has been provided by DISTRICT.

8. Termination. As and for further consideration of this TSL approval by DISTRICT, CUSTOMER, the heirs, successors and assigns, hereby agree that water service to be provided to the PROPERTY is subject to discontinuance by DISTRICT in the event of a breach of this Agreement by CUSTOMER, the heirs, successors and assigns.

THIS AGREEMENT is made by the undersigned parties on the date first written above, at Grass Valley, California.

CUSTOMER

NEVADA IRRIGATION DISTRICT (DISTRICT)

By: Armando D. Wilkins
Armando D. Wilkins

By: _____
William Morebeck
President of the Board of Directors

By: Rita S. Wilkins
Rita S. Wilkins

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Nevada }

On 07/26/2018 before me, Shannon Matteoni, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rita S. Wilkins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shannon Matteoni
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

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State of California)
County of Nevada)
On 07/26/2018 before me, Shannon Matteoni, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Armando D. Wilkins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shannon Matteoni
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

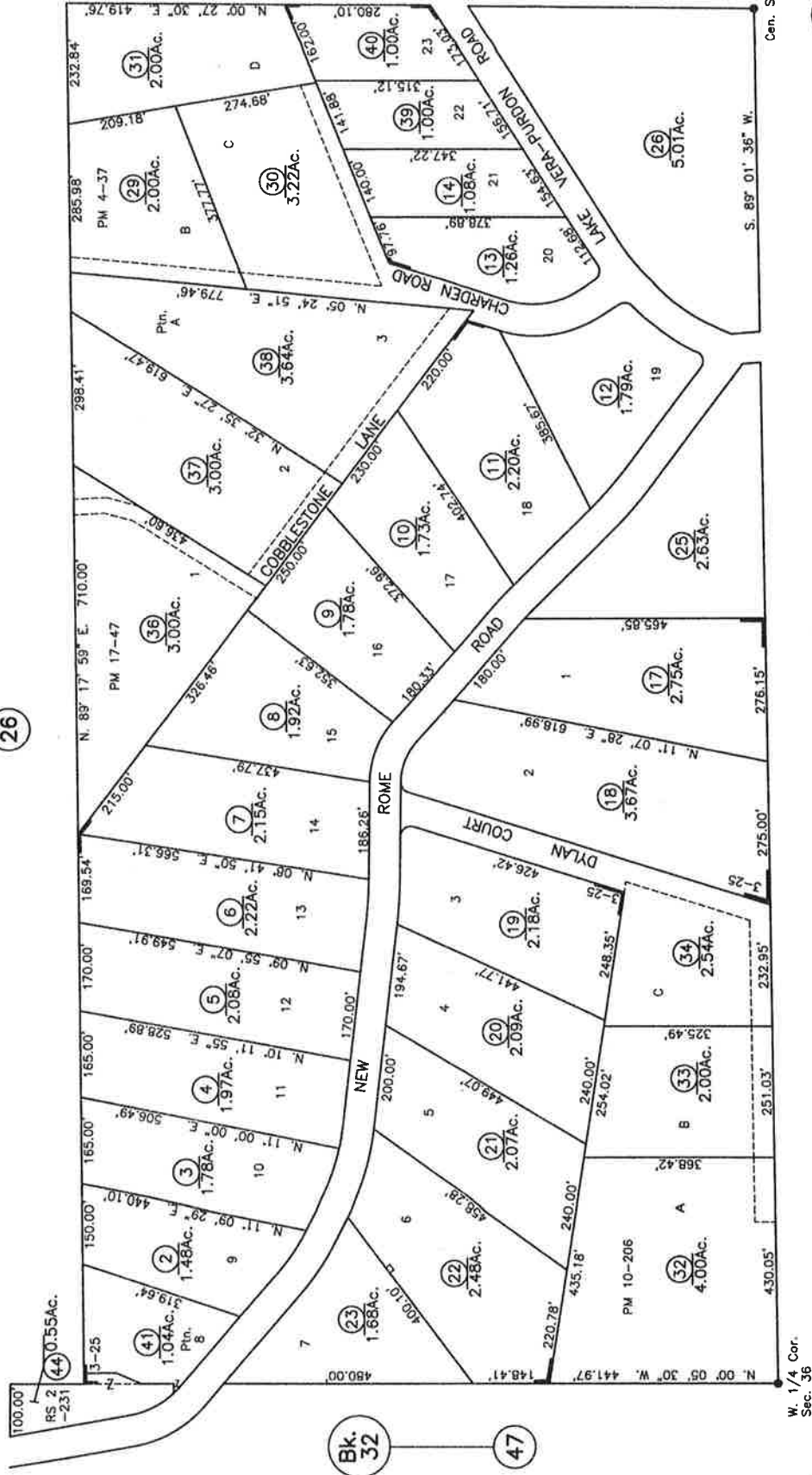
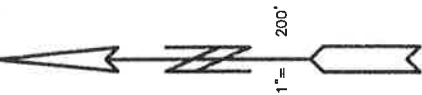
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PTN. N. 1/2 SEC'S 35 & 36 T. 17 N., R. 8 E., M.D.B. & M.

Tax Areg Code
68-005

34-30
(Fmly. Ptn. 3-21)
(Fmly. Ptn. 3-52)
(Fmly. Ptn. 34-26)



- 1-1-02
- 1-1-03
- 1-1-04
- 1-1-05
- 1-1-06

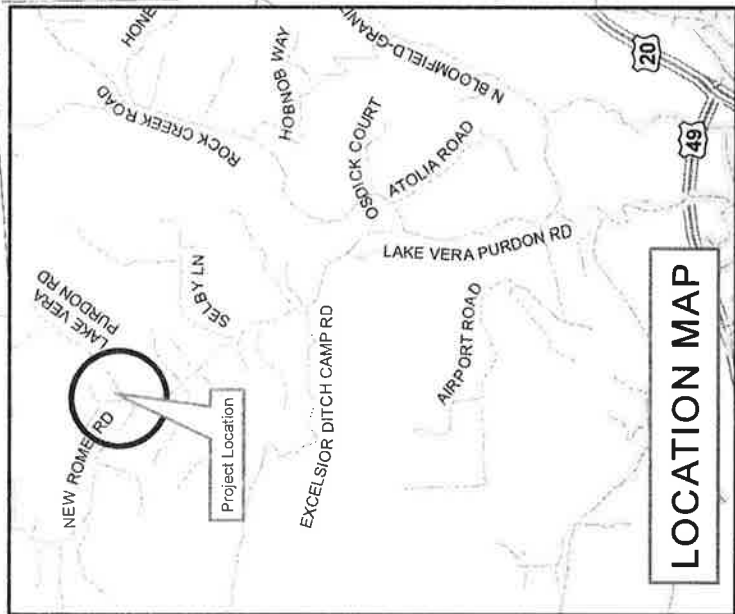
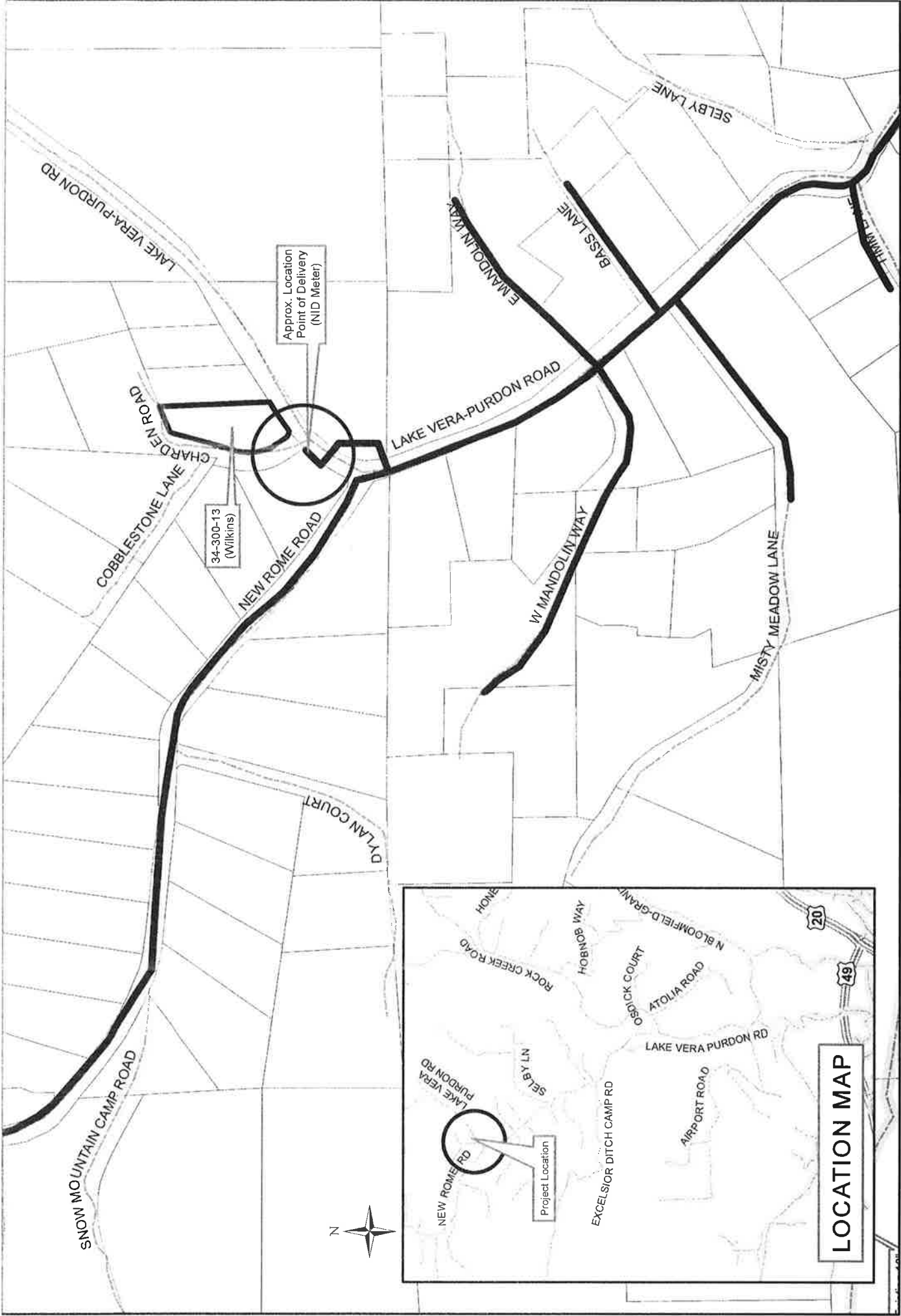
ASSESSOR'S PARCEL MAP
 This map was prepared for assessment purposes only. No liability is assumed for the accuracy of data shown. Assessor's parcels may not comply with local, state or federal laws and ordinances.

Assessor's Map Bk. 34 - Pg. 30
 County of Nevada, Calif.
 2001

NW 12/01

LAKE VERA PINES SUB. Bk. 3, Pg. 25

Exhibit A



**WATER SERVICE AGREEMENT FOR PARCELS
NOT FRONTING NID WATERLINE**

Drawn By: D. HUNT Date: 7/23/2018 Scale: 1" = 400' @ 8-1/2x11

EXHIBIT 'B'

NEVADA IRRIGATION DISTRICT
NEVADA COUNTY - PLACER COUNTY
GRASS VALLEY, CALIFORNIA

