



# TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

Board of Directors  
Triunfo Sanitation District  
Ventura County, California

July 19, 2011

## RECYCLED WATER DELIVERY TO HILLCREST HOMEOWNERS ASSOCIATION

### Summary

As part of the agreement with the Hillcrest Homeowners Association the Triunfo Sanitation District (Triunfo) committed to install a reclaimed water connection for the Hillcrest Homeowners Association.

Staff recommends that Sam Hill & Sons, Inc. perform the installation of the reclaimed water connection for a not to exceed amount of \$2,903 (Attachment I).

### Background

Triunfo entered into agreement with the Hillcrest Homeowners Association for a permanent access easement and temporary construction easements on property owned by the Hillcrest Homeowners Association (Hillcrest). The easements are necessary for permanent access and for use during the construction of the Oak Canyon reservoir.

The agreement (Attachment II – Exhibits A and B will be available at the meeting) requires that Triunfo will install a recycled water connection for Hillcrest within ninety (90) working days from the execution of the agreement. The agreement was executed on April 25, 2011.

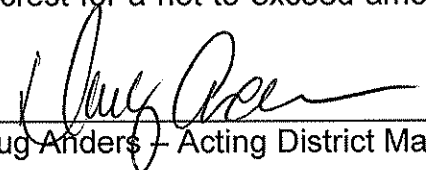
### Financial Impact

Funding for the proposed installation is included in the Triunfo Sanitation District FY12 budget.

### Recommendation

It is recommended that the Board authorize Sam Hill & Sons, Inc. to perform the installation of the reclaimed water connection at Hillcrest for a not to exceed amount of \$2,903.

APPROVED FOR JULY 25, 2011 AGENDA

  
\_\_\_\_\_  
Doug Anders - Acting District Manager

Attachment I

**SAM HILL & SONS, INC.**  
**GENERAL ENGINEERING CONTRACTOR**

P.O. BOX 5670, VENTURA, CALIFORNIA 93005  
PHONE (805) 644-6278 FAX (805) 644-2813  
ESTIMATING DEPT. FAX (805) 654-1223

Oak Park Water Service  
1001 Partridge Dr., Suite 150,  
Ventura, CA 93003

July 18, 2011

Attn: Bob,

In response to your invitation to bid the **Installation of 1-2" PRV on existing service** at Kanan Rd in Oak Park. I am pleased to submit this proposal.

We will furnish all labor, equipment and material to perform work at the above location.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Total</u>
1.	1LS	Sawcut, remove concrete, expose 2" PVC, cut and place 2" PRV, place 2" Meter box, re-pour removed concrete.	\$ 2,903.00

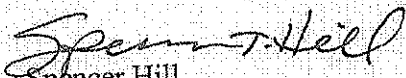
The terms and conditions listed below shall become part of the contract.

**Inclusions:** Excavation, native backfill, one move-in, schedule inspections for our work, concrete, haul off, dump fees.

**Exclusions:** Fees, permits, engineering, staking, compaction tests, dewatering, rock for trench stabilization, construction water source/meter, grading, handling or disposal of hazardous materials, irrigation, landscaping, fences, erosion control, conflict or relocation of existing utilities, removal or replacement of AC pavement.

**Additional:** 1) Price is good for 30 days from date of quote. 2) Rock or hard material that cannot be trenched in a productive manner, will be removed & disposed of on a T & M Basis. 3) Remove and install new 2" Meter box \$ 100.00 EA.

Sincerely,

  
Spencer Hill  
Estimator

**Attachment II**

**AGREEMENT BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
HILLCREST HOMEOWNERS ASSOCIATION OF VENTURA**

**THIS AGREEMENT** is made and entered by and between Hillcrest Homeowner's Association of Ventura ("Hillcrest") and Triunfo Sanitation District ("Triunfo"). Triunfo is a public agency formed pursuant to California Health & Safety Code Section 4700, et seq. Hillcrest is a California nonprofit mutual benefit corporation.

**RECITALS**

- A. WHEREAS**, Triunfo desires that Hillcrest grant to Triunfo a permanent access easement located on property owned by Hillcrest to be used by Triunfo for purposes of ingress to and egress from a certain water tank facility to be constructed, owned and operated by Triunfo; and
- B. WHEREAS**, Triunfo desires that Hillcrest grant to Triunfo temporary construction easements located on property owned by Hillcrest to be used by Triunfo during the construction of a certain water tank facility to be constructed, owned and operated by Triunfo; and
- C. WHEREAS**, Hillcrest desires that Triunfo install a connection by which Triunfo can deliver reclaimed water to Hillcrest; and
- D. WHEREAS**, this Agreement is entered into in accordance with applicable law.

**AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Immediately upon execution of this Agreement by both parties, Triunfo shall pay Hillcrest the total amount of Two Thousand Five Hundred Dollars (\$2,500).
- 2. Triunfo shall waive applicable connection fees and related charges and, within ninety (90) working days from the execution of this Agreement, Triunfo shall install, at Triunfo's sole cost and expense, any and all facilities necessary for the delivery of reclaimed water by Triunfo to Hillcrest, including, without limitation, a water meter. Hillcrest hereby grants to Triunfo a license to enter upon Hillcrest property for the sole purpose of constructing and maintaining the facilities necessary for the delivery of reclaimed water as contemplated by this Agreement.
- 3. Immediately upon execution of this Agreement, Hillcrest shall be billed and obligated to pay Triunfo all applicable service fees and charges for reclaimed water that Triunfo delivers to

Hillcrest, which fees and charges shall be based upon Triunfo's most current rate ordinance and other applicable law.

4. Concurrent with execution of this Agreement, Hillcrest shall execute and deliver to Triunfo a Permanent Easement Agreement, in the form and content shown in Exhibit "A", attached hereto and incorporated herein by this reference, granting to Triunfo a permanent easement for the purpose of ingress and egress over Hillcrest property.
5. Concurrent with execution of this Agreement, Hillcrest shall execute and deliver to Triunfo a Temporary Easement Agreement, in the form and content shown in Exhibit B, attached hereto and incorporated herein by this reference, granting to Triunfo a temporary easement to enter upon the Hillcrest property, to erect sound and dust control barriers on Hillcrest property, to store construction equipment and materials on Hillcrest property, and to cross over Hillcrest property, in connection with the performance of certain construction work, as defined in said Temporary Easement, on certain real property situated in an unincorporated area of Ventura County, California.
6. Concurrent with execution of this Agreement, Hillcrest shall execute and deliver to Triunfo a Temporary Easement Agreement, in the form and content shown in Exhibit C, attached hereto and incorporated herein by this reference, granting to Triunfo a temporary easement to enter upon the Hillcrest property, to erect sound and dust control barriers on Hillcrest property, to store construction equipment and materials on Hillcrest property, and to cross over Hillcrest property, in connection with the performance of certain construction work, as defined in said Temporary Easement, on certain real property situated in an unincorporated area of Ventura County, California.
7. Triunfo shall reimburse Hillcrest for legal fees related to review of this Agreement and the attached easements by Hillcrest's legal counsel. Said reimbursement shall not exceed the amount of one thousand dollars (\$1000.00).
8. This Agreement shall not be assigned. Any purported assignment of this Agreement, or of any interest in this Agreement, shall be void and of no effect.
9. Time is of the essence in this Agreement.
10. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
11. This Agreement constitutes the entire agreement between the parties relating to the subject matter. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties.
12. This Agreement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties, except as otherwise provided in this Agreement.


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13. Any disputes arising out of this Agreement will be governed by the laws of the State of California.
14. Pursuant to the California Arbitration Act (California Code of Civil Procedure Section 1280 et seq.), any controversy between the parties regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, shall be submitted to arbitration on the written request of one party after the service of that request on the other party.
15. This Agreement shall become effective immediately upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT


Date: 4/25/11

By:   
Michael Paule, Chair  
Board of Directors

APPROVED AS TO FORM:

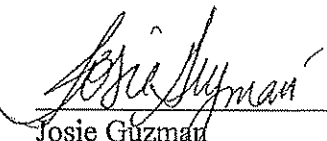
Arnold Bleuel LaRochelle Mathews  
& Zirbel LLP

Date: 4/25/11

By:   
John Mathews  
Legal Counsel for District

ATTEST:

Date: 4/25/11

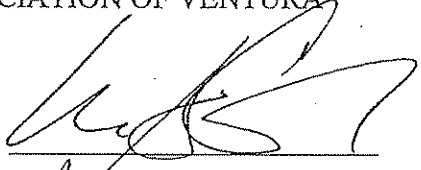
By:   
Josie Guzman  
Clerk of the Board

[SIGNATURES CONTINUED ON NEXT PAGE]

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HILLCREST HOMEOWNERS  
ASSOCIATION OF VENTURA

Date: April 8, 2011

By: 

Its: President