RECOMMENDED ACTION AND JUSTIFICATION:  (Policy Item: Yes___ No___)

Recommend County enter into an Agreement with James Bardini and authorize Chairman to sign Agreement wherein Mr. Bardini will provide water to the County for use at the Mariposa Landfill.

The County is in need of a dependable source of water for purposes of operating the Landfill. Mr. Bardini owns property in the vicinity of the Landfill, which has a well and storage tank that produces more water than is currently needed for his operations. Therefore, he has agreed to provide water to the Landfill as needed based upon a metered rate per gallon, identical to the commercial water rates charged by the Mariposa Public Utility District to its commercial users. Additionally, the County will provide the infrastructure to deliver water from Bardini’s well and storage tank to the storage tank owned by the County located at the Landfill at a cost not to exceed $35,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

| COSTS: | ( ) Not Applicable | A. Budgeted current FY | $35,000 | B. Required additional funding | $ |
| SOURCE: | ( ) 4/5ths Vote Required | A. Unanticipated revenues | $ |
| C. Reserve for contingencies | $ |
| Balance in Reserve for Contingencies, if approved: | $ |

SPECIAL INSTRUCTIONS: List the attachments and number the pages consecutively:

CLERK’S USE ONLY: Res. No.: 62209 Ord. No.:

Vote: Ayes: ___ Noes: ___ Absent: ___

Approved: ___ Denied: ___ Abstained: ___

Minute Order Attached: ___ No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: Deputy

A.O. Initials: WGW

Action Form Revised 5/92
AGREEMENT

THIS AGREEMENT is entered into on the most recent date below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and James Bardini, hereinafter referred to as “BARDINI.”

WITNESSETH:

WHEREAS, COUNTY operates a landfill located on real property in Mariposa County described on Exhibit “A” attached hereto and by this reference incorporated herein, hereinafter referred to as “Landfill”, and

WHEREAS, BARDINI owns property in the vicinity of Landfill, and

WHEREAS, COUNTY needs a dependable source of water for purposes of operating the Landfill, and,

WHEREAS, BARDINI has a well and a water storage tank located on property owned by BARDINI, more particularly described on Exhibits “B” and “C” respectfully (APN #’s 12-120-32; 12-050-51) attached hereto and by the reference incorporated herein, hereinafter referred to as “Well Property” or “Water Storage Property”, and

WHEREAS, BARDINI’S well produces more water than is currently needed for BARDINI’S operations, and

WHEREAS, COUNTY desires to enter into an Agreement with BARDINI wherein BARDINI will provide water to COUNTY for use at the Landfill;

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

1. BARDINI agrees to provide the infrastructure to deliver water from BARDINI’S well and storage tank to the storage tank owned by COUNTY located at Landfill and thereafter to provide water from BARDINI’S well and storage tank to COUNTY upon the following terms and conditions:
   a) COUNTY shall pay to BARDINI a sum equal to the actual cost of providing the infrastructure in order for BARDINI to provide water to the Landfill in a sum not to exceed $35,000. BARDINI will provide water to Landfill as needed based upon a metered rate per gallon. The metered rate per gallon shall be identical to the commercial water rates charged by the Mariposa Public Utility District to its commercial users, as amended from time to time.
   b) COUNTY shall be responsible for maintenance and upkeep of the waterline fittings from the BARDINI storage tank located on the Water Storage Property to the COUNTY storage tank located at the Landfill. COUNTY shall additionally be responsible for maintenance and upkeep of the booster pump
which will be located in the BARDINI storage tank and shall be used solely for the purpose of pumping water from BARDINI'S storage tank to the storage tank located at the Landfill.

c) COUNTY shall have the right to access the waterline and booster pump located on the Well Property and/or the Water Storage Property for purposes of maintenance and repair during the term of this Agreement.

2. COUNTY recognizes that BARDINI has a prior commitment to provide water to a business known as Outback Materials. It is mutually agreed by and between the parties hereto that in the event COUNTY'S use of BARDINI water in any way interferes with BARDINI'S prior commitment to Outback Materials that BARDINI may upon thirty (30) days prior written notice reduce the COUNTY'S use of water to such an extent that BARDINI is able to completely fulfill its obligations to Outback Materials. Additionally, the parties hereto agree that BARDINI shall have the authority to reduce COUNTY’S water usage at anytime after thirty (30) days prior written notice wherein BARDINI’S well fails to recover adequately relative to other uses for the BARDINI water, including but not limited to Outback Materials.

3. COUNTY and BARDINI shall agree in writing relative to a route to be selected for installation of the waterline from BARDINI'S storage tank to the Landfill’s storage tank. This Agreement shall be entered into prior to construction beginning on the installation of the pipeline. BARDINI shall not unreasonably refuse to agree to the route selected by COUNTY as the most appropriate route. It shall be the responsibility of COUNTY to obtain any easements necessary for the pipeline installation.

4. BARDINI agrees to enter into good faith negotiations with COUNTY for COUNTY to obtain a written recorded easement for possible future drilling of a well on the Well Property at a cost to be determined by the parties during the negotiation process. The purpose of the well would be to serve the Landfill water needs together with appropriate water needs of businesses owned by BARDINI or his successors in interest.

5. This Agreement shall inure to the benefit of and be enforceable against the parties' heirs and successors in interest. Specifically to any heirs or successors in interest to the Well Property and/or the Water Storage Property as described herein.

6. This Agreement shall be interpreted pursuant to the laws of the State of California.

7. This Agreement shall continue in effect until terminated by mutual agreement of the parties, or until BARDINI is no longer able to provide water to COUNTY in quantities needed by COUNTY.

COUNTY:

[Signature]
ROBERT C. STEWART, Chairman
Board of Supervisors

Date: 7/23/02

ATTEST:

[Signature]
MARGIE WILLIAMS
Clerk of the Board

BARDINI:

[Signature]
JAMES BARDINI

Date: 6/25/02

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
JEFFREY G. GREEN
County Counsel
STATE OF CALIFORNIA  
COUNTY OF MARIPosa  

On June 25, 2002 before me,

Cindy Lee Przybyla, Notary Public

personally appeared JAMES BARDINI,
☑ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature of Notary]

STATE OF CALIFORNIA  
COUNTY OF MARIPosa  

On July 25, 2002 before me,

Rhonda Scherf

personally appeared ROBERT C. STEWART,
☑ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature of Notary]
EXHIBIT A

A non-exclusive easement for public utility purposes to be utilized for construction of a water line and appurtenances, operation and maintenance of said water line on, over, across and under a strip of land situated in a portion of the south-west one-quarter (SW1/4) of Projected Section 9, Township 5 South, Range 18 East, M.D.B. & M., Rancho Las Mariposas, Mariposa County, State of California, said strip of land also being situated in a portion of Parcel A, as said Parcel is delineated on Parcel Map Book 21, Page 3, Mariposa County Records, said strip of land being the most southerly 10.00 feet of said Parcel, being more particularly described as follows:

BEGINNING at the most south-westerly corner of said Parcel; thence N01°23'05"W, along the most westerly line of said Parcel for 10.00 feet to a point; thence, leaving the most westerly line of said Parcel, N88°36'55"E, parallel with and 10.00 feet distant from the most southerly line of said Parcel for 150.96 feet to a point on the most easterly line of said Parcel, said point being located N34°32'30"E, a distance of 12.35 feet from the most south-easterly corner of said Parcel, thence S34°32'30"W, along the most easterly line of said Parcel for 12.35 feet to the most south-easterly corner thereof; thence S88°36'55"W, along the most southerly line of said Parcel, for 143.71 feet, more or less, to the POINT OF BEGINNING.

The above described strip of land contains 0.034 acres, more or less, and is subject to any easements or rights-of-way of record or legally acquired.

Prepared by:  
Jerome S. Freeman, L.S. 4079

Date: