

**LAFCO RESOLUTION 2003-06**

**APPROVING AN OUT-OF-AREA WATER SERVICE AGREEMENTS  
BETWEEN LAYTONVILLE COUNTY WATER DISTRICT AND:**

- (1) John Glass, 165 MULLIGAN RD., LAYTONVILLE, CA AP#014-260-26-01  
(IN SPHERE OF INFLUENCE)**
- (2) STEVE HILL, 44000 N HGWY. 101, LAYTONVILLE, CA AP# 014-500-20-00  
(IN SPHERE OF INFLUENCE)**
- (3) ED MITCHELL, 44000 N. HGWY. 101, LAYTONVILLE, CA., AP3014-260-55-01, AP# 014-260-58-01 (OUT OF SPHERE OF INFLUENCE)**
- (4) JARED SILVA, 2015 BRANSCOMB RD., LAYTONVILLE, CA., AP#014-250-29-00 (OUT OF SPHERE OF INFLUENCE)**
- (5) CHANNING WOODSUM, 43750 N. HGWY. 101, LAYTONVILLE, CA., AP#014-260-30-00 (OUT OF SPHERE OF INFLUENCE)**

WHEREAS, the owners of the subject parcels have made application to the Laytonville County Water District for water service connection to the District's service; and

WHEREAS, the subject properties are outside the Laytonville County Water District boundary with two parcels within the sphere of influence of said District and three parcels outside of the sphere of influence of said District; and

WHEREAS, the District has concern that the homeowners at these locations have failing wells which are providing contaminated and unhealthy water on the subject properties that would result in health risks to the residents of said properties; and

WHEREAS, the reason for the out-of-area service agreements is that the District believes that it is in the interest of public health for the District to provide service to the existing development on these properties; and

WHEREAS, LAFCO has received a proposal for an out-of-area service agreement between the Laytonville County Water District and the five property owners indicated above; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report as per the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and Government Code Section 56133 including his recommendation thereon, and the proposal and report have been presented to and considered by this Commission; and

WHEREAS, this Commission called for and held a public hearing on the proposal on Sept 8, 2003 where the Commission heard and received any and all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer; and

WHEREAS, the Commission has determined that the District has provided sufficient proof of the threat to public health in the form of testimony at the public hearing, letters from the District and reports from the U.S. Geological Survey and the EPA; and

WHEREAS, Government Code Section 56133(c) provides the authority for the Commission to authorize the Laytonville County Water District to provide water service outside its jurisdictional boundaries and outside its sphere of influence to respond to an existing or impending threat to public health; and

WHEREAS, the Commission has determined that there is an impending risk to public health for the residents of the subject parcels due to contamination and failure of existing wells on the respective properties; and

WHEREAS, the Commission certifies that they have reviewed and considered the environmental document prepared for this proposal and a Notice of Exemption will be filed upon approval by the Commission; and

WHEREAS, an out-of-area water services contract will be executed between the Laytonville County Water District and the owners of the subject parcels and are attached hereto and by this reference are incorporated herein and the Commission has determined that the ability of the Laytonville County Water District to provide services to the subject parcels is adequate;

NOW, THEREFORE, BE IT DETERMINED, RESOLVED AND ORDERED BY the Local Agency Formation Commission of the County of Mendocino, as follows:

1. The out-of-area service agreements as noted in Exhibit A attached hereto and by reference incorporated herein, are approved for service to existing development on the subject properties.
2. The Laytonville County Water District is prohibited from providing service to new development on the subject properties utilizing these approved Out-of-District Water Service Agreements.
3. The Laytonville County Water District is required to seek annexation of these parcels and must submit an application to LAFCO no later than July, 2004.

4. The territory of each parcel is found to be uninhabited, and the application is found to have 100 per cent landowner consent and is assigned the following distinctive short form designation:

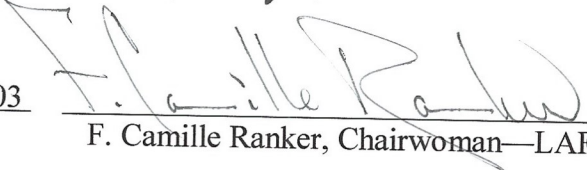
**LAYTONVILLE OUT-OF-AREA WATER SERVICE AGREEMENT—SEPTEMBER, 2003**

5. The end date for the reconsideration period as required in Government Code Section 56895 subdivision (b) and Section 57002 is determined to be October 8, 2003.
6. The Chair is hereby authorized to sign and date the five Out-of-District Water Service Agreements.
7. The Executive Officer is hereby authorized to file and record the Notice of Exemption with the County Clerk.

Passed and adopted on Sept 8, 2003 by the following vote, to wit:

AYES: *Simon, O'Brien, Delbar, Larson, Wagonet, Ranker*  
NAYS: *none*  
ABSTAINS: *none*  
ABSENT: *Melo, Oslund, Calfot*

Dated: September 8, 2003

  
\_\_\_\_\_  
F. Camille Ranker, Chairwoman—LARO



**LAFCO RESOLUTION 2003-06**

**APPROVING AN OUT-OF-AREA WATER SERVICE AGREEMENTS  
BETWEEN LAYTONVILLE COUNTY WATER DISTRICT AND:**

- (1) John Glass, 165 MULLIGAN RD., LAYTONVILLE, CA AP#014-260-26-01  
(IN SPHERE OF INFLUENCE)**
- (2) STEVE HILL, 44000 N HGWY. 101, LAYTONVILLE, CA AP# 014-500-20-00  
(IN SPHERE OF INFLUENCE)**
- (3) ED MITCHELL, 44000 N. HGWY. 101, LAYTONVILLE, CA., AP3014-260-55-01, AP# 014-260-58-01 (OUT OF SPHERE OF INFLUENCE)**
- (4) JARED SILVA, 2015 BRANSCOMB RD., LAYTONVILLE, CA., AP#014-250-29-00 (OUT OF SPHERE OF INFLUENCE)**
- (5) CHANNING WOODSUM, 43750 N. HGWY. 101, LAYTONVILLE, CA., AP#014-260-30-00 (OUT OF SPHERE OF INFLUENCE)**

WHEREAS, the owners of the subject parcels have made application to the Laytonville County Water District for water service connection to the District's service; and

WHEREAS, the subject properties are outside the Laytonville County Water District boundary with two parcels within the sphere of influence of said District and three parcels outside of the sphere of influence of said District; and

WHEREAS, the District has concern that the homeowners at these locations have failing wells which are providing contaminated and unhealthy water on the subject properties that would result in health risks to the residents of said properties; and

WHEREAS, the reason for the out-of-area service agreements is that the District believes that it is in the interest of public health for the District to provide service to the existing development on these properties; and

WHEREAS, LAFCO has received a proposal for an out-of-area service agreement between the Laytonville County Water District and the five property owners indicated above; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report as per the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and Government Code Section 56133 including his recommendation thereon, and the proposal and report have been presented to and considered by this Commission; and



WHEREAS, this Commission called for and held a public hearing on the proposal on Sept 8, 2003 where the Commission heard and received any and all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer; and

WHEREAS, the Commission has determined that the District has provided sufficient proof of the threat to public health in the form of testimony at the public hearing, letters from the District and reports from the U.S. Geological Survey and the EPA; and

WHEREAS, Government Code Section 56133(c) provides the authority for the Commission to authorize the Laytonville County Water District to provide water service outside its jurisdictional boundaries and outside its sphere of influence to respond to an existing or impending threat to public health; and

WHEREAS, the Commission has determined that there is an impending risk to public health for the residents of the subject parcels due to contamination and failure of existing wells on the respective properties; and

WHEREAS, the Commission certifies that they have reviewed and considered the environmental document prepared for this proposal and a Notice of Exemption will be filed upon approval by the Commission; and

WHEREAS, an out-of-area water services contract will be executed between the Laytonville County Water District and the owners of the subject parcels and are attached hereto and by this reference are incorporated herein and the Commission has determined that the ability of the Laytonville County Water District to provide services to the subject parcels is adequate;

NOW, THEREFORE, BE IT DETERMINED, RESOLVED AND ORDERED BY the Local Agency Formation Commission of the County of Mendocino, as follows:

1. The out-of-area service agreements as noted in Exhibit A attached hereto and by reference incorporated herein, are approved for service to existing development on the subject properties.
2. The Laytonville County Water District is prohibited from providing service to new development on the subject properties utilizing these approved Out-of-District Water Service Agreements.
3. The Laytonville County Water District is required to seek annexation of these parcels and must submit an application to LAFCO no later than July, 2004.

4. The territory of each parcel is found to be uninhabited, and the application is found to have 100 per cent landowner consent and is assigned the following distinctive short form designation:

**LAYTONVILLE OUT-OF-AREA WATER SERVICE AGREEMENT—SEPTEMBER, 2003**

5. The end date for the reconsideration period as required in Government Code Section 56895 subdivision (b) and Section 57002 is determined to be October 8, 2003.
6. The Chair is hereby authorized to sign and date the five Out-of-District Water Service Agreements.
7. The Executive Officer is hereby authorized to file and record the Notice of Exemption with the County Clerk.

Passed and adopted on Sept 8, 2003 by the following vote, to wit:

AYES: *Semon, O'Brien, Delbar, Larson, Wagant & Ranker*  
NAYS: *none*  
ABSTAINS: *none*  
ABSENT: *meo, Oelund, Colfax*

Dated: September 8, 2003

*F. Camille Ranker*  
\_\_\_\_\_  
F. Camille Ranker, Chairwoman—LAFO



**Laytonville County Water District  
Out-of-District Water Service Agreement  
(Out of Sphere)**

This Agreement is entered into this <sup>1<sup>st</sup></sup> day of October, 2003, by and between Channing Woodsum ("Customer"), whose mailing address is ~~Laytonville, California, 95454~~ 2315 23rd Ave Oakland, CA. 94606 and the Laytonville County Water District ("District"), a county water district with mailing address at P.O. Box 32, Laytonville, California, 95454. Collectively, the District and the Customer shall be referred to in this agreement as the "Parties".

**Recitals**

1. Customer owns property accessed from Hwy 101, which is known as 43750 N. Hwy 101, Laytonville, California. ("the Property").

2. District currently has a water line along Mulligan Lane.

3. The Property is located outside of the District's sphere of influence and its current boundaries.

4. Customer will construct at customer's expense those facilities required to connect to the existing water main constructed along Mulligan Lane as a condition of receiving water service at the property.

5. The District will provide water service to the premises.

6. Since the Property is located outside the District's boundaries and its sphere of influence, this out-of-area service Agreement, must be approved by the Mendocino County Local Agency Formation Commission ("LAFCO").

7. LAFCO has the authority to approve this Agreement, because even though the Property is located outside of the District's boundaries and sphere of influence and should under appropriate circumstances, be annexed into the District in the future. Accordingly, this Agreement is in anticipation of a later application for a change of organization.

NOW, THEREFORE, based upon the above recitals, and the mutual promises contained herein, the Parties hereby agree as follows:

1. District will provide water service to the Property under the following conditions:

a. Customer shall comply with all of the rules, regulations, policies, tariffs, rate schedules, and ordinances (collectively, "rules") of District (whether currently in effect or as adopted or amended hereafter) that apply generally to District's provision of water service to residents and customers of the District, including the completion of all required applications for service and the payment of all fees and charges;

b. Failure of a customer to comply with the requirements in subparagraph 1.a. shall subject the Customer to the same remedies and sanctions, including termination of water service, as would apply to a customer who receives service within District's boundaries.

2. This document contains the entire agreement between the parties concerning its subject matter. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by this agreement, and such prior statement or agreement shall have no further force or effect.

3. Whenever notice to a party is required or permitted by this Agreement, it shall be deemed given when deposited with proper address and postage in the U.S. Mail or when personally delivered to the



addresses set forth in the first paragraph of this Agreement. Either party may change the address to which notice must be given under this Agreement by providing notice of the address change as provided in this paragraph.

4. This Agreement shall be governed by the laws of the State of California. Any legal action arising out of this Agreement must be filed in Mendocino County. The parties waive any objections they may otherwise have to jurisdiction or venue in Mendocino County.

5. This Agreement is for the sole and exclusive benefit of the parties who do not intend to create any rights in third parties or to create third party beneficiaries.

6. No waiver by either party of any of the provisions of this Agreement or failure of either party to object to a breach thereof shall constitute a waiver of any other provisions of this Agreement, or of the parties' right to enforce a subsequent breach of the same or a different provision of the Agreement. No waiver shall be deemed a continuing one or bind either party in any way, unless confirmed in writing signed by that party.

7. The signatories to this Agreement have been duly and properly authorized by the party they represent to sign this Agreement on its behalf and their signature on this Agreement is binding upon the party they represent.

8. This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of the Agreement between the parties.

This Agreement was executed and delivered as of the date first written above in Laytonville, California.

✓ Customer Chy & Woodrum

Laytonville County Water District Michael A. Oam

Approved by LAFCO on Sept 8, 2003.

By: Frank McMichael

ATTEST: Frank McMichael

LAFCO Executive Director

**Laytonville County Water District  
Out-of-District Water Service Agreement  
(Out of Sphere)**

This Agreement is entered into this 1<sup>st</sup> day of October, 2003, by and between Jared Silva ("Customer"), whose mailing address is P.O. Box 1733 Laytonville, California, 95454, and the Laytonville County Water District ("District"), a county water district with mailing address at P.O. Box 32, Laytonville, California, 95454. Collectively, the District and the Customer shall be referred to in this agreement as the "Parties".

**Recitals**

1. Customer owns property accessed from Branscomb Rd., which is known as 2015 Branscomb Rd. Laytonville, California. ("the Property").
2. District currently has a water line along Branscomb Rd.
3. The Property is located outside of the District's sphere of influence and its current boundaries.
4. Customer will construct at customer's expense those facilities required to connect to the existing water main constructed along Branscomb Rd. as a condition of receiving water service at the property.
5. The District will provide water service to the premises.
6. Since the Property is located outside the District's boundaries and its sphere of influence, this out-of-area service Agreement, must be approved by the Mendocino County Local Agency Formation Commission ("LAFCO").
7. LAFCO has the authority to approve this Agreement, because even though the Property is located outside of the District's boundaries and sphere of influence and should under appropriate circumstances, be annexed into the District in the future. Accordingly, this Agreement is in anticipation of a later application for a change of organization.

NOW, THEREFORE, based upon the above recitals, and the mutual promises contained herein, the Parties hereby agree as follows:

1. District will provide water service to the Property under the following conditions:
  - a. Customer shall comply with all of the rules, regulations, policies, tariffs, rate schedules, and ordinances (collectively, "rules" ) of District (whether currently in effect or as adopted or amended hereafter) that apply generally to District's provision of water service to residents and customers of the District, including the completion of all required applications for service and the payment of all fees and charges;
  - b. Failure of a customer to comply with the requirements in subparagraph 1.a. shall subject the Customer to the same remedies and sanctions, including termination of water service, as would apply to a customer who receives service within District's boundaries.
2. This document contains the entire agreement between the parties concerning its subject matter. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by this agreement, and such prior statement or agreement shall have no further force or effect.
3. Whenever notice to a party is required or permitted by this Agreement, it shall be deemed given when deposited with proper address and postage in the U.S. Mail or when personally delivered to the



addresses set forth in the first paragraph of this Agreement. Either party may change the address to which notice must be given under this Agreement by providing notice of the address change as provided in this paragraph.

4. This Agreement shall be governed by the laws of the State of California. Any legal action arising out of this Agreement must be filed in Mendocino County. The parties waive any objections they may otherwise have to jurisdiction or venue in Mendocino County.

5. This Agreement is for the sole and exclusive benefit of the parties who do not intend to create any rights in third parties or to create third party beneficiaries.

6. No waiver by either party of any of the provisions of this Agreement or failure of either party to object to a breach thereof shall constitute a waiver of any other provisions of this Agreement, or of the parties' right to enforce a subsequent breach of the same or a different provision of the Agreement. No waiver shall be deemed a continuing one or bind either party in any way, unless confirmed in writing signed by that party.

7. The signatories to this Agreement have been duly and properly authorized by the party they represent to sign this Agreement on its behalf and their signature on this Agreement is binding upon the party they represent.

8. This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of the Agreement between the parties.

This Agreement was executed and delivered as of the date first written above in Laytonville, California.

Customer

David L. Silva

Laytonville County Water District

Michael J. Owen

Approved by LAFCO on Sept 8, 2003.

By:

[Signature]

ATTEST:

Frank Mc Michael

LAFCO Executive Director



**Laytonville County Water District  
Out-of-District Water Service Agreement  
(Out of Sphere)**

This Agreement is entered into this 1<sup>st</sup> day of October, 2003, by and between Ed Mitchell ("Customer"), whose mailing address is \_\_\_\_\_ Laytonville, California, 95454, and the Laytonville County Water District ("District"), a county water district with mailing address at P.O. Box 32, Laytonville, California, 95454. Collectively, the District and the Customer shall be referred to in this agreement as the "Parties". 31801 Sherwood Rd. Willits, CA 95450

**Recitals**

1. Customer owns property accessed from Hwy 101, which is known as 44000 N. Hwy 101, Laytonville, California. ("the Property").
2. District currently has a water line along Harwood Rd.
3. The Property is located outside of the District's sphere of influence and its current boundaries.
4. Customer will construct at customer's expense those facilities required to connect to the existing water main constructed along Harwood Rd. as a condition of receiving water service at the property.
5. The District will provide water service to the premises.
6. Since the Property is located outside the District's boundaries and its sphere of influence, this out-of-area service Agreement, must be approved by the Mendocino County Local Agency Formation Commission ("LAFCO").
7. LAFCO has the authority to approve this Agreement, because even though the Property is located outside of the District's boundaries and sphere of influence and should under appropriate circumstances, be annexed into the District in the future. Accordingly, this Agreement is in anticipation of a later application for a change of organization.

NOW, THEREFORE, based upon the above recitals, and the mutual promises contained herein, the Parties hereby agree as follows:

1. District will provide water service to the Property under the following conditions:
  - a. Customer shall comply with all of the rules, regulations, policies, tariffs, rate schedules, and ordinances (collectively, "rules" ) of District (whether currently in effect or as adopted or amended hereafter) that apply generally to District's provision of water service to residents and customers of the District, including the completion of all required applications for service and the payment of all fees and charges;
  - b. Failure of a customer to comply with the requirements in subparagraph 1.a. shall subject the Customer to the same remedies and sanctions, including termination of water service, as would apply to a customer who receives service within District's boundaries.
2. This document contains the entire agreement between the parties concerning its subject matter. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by this agreement, and such prior statement or agreement shall have no further force or effect.
3. Whenever notice to a party is required or permitted by this Agreement, it shall be deemed given when deposited with proper address and postage in the U.S. Mail or when personally delivered to the

addresses set forth in the first paragraph of this Agreement. Either party may change the address to which notice must be given under this Agreement by providing notice of the address change as provided in this paragraph.

4. This Agreement shall be governed by the laws of the State of California. Any legal action arising out of this Agreement must be filed in Mendocino County. The parties waive any objections they may otherwise have to jurisdiction or venue in Mendocino County.

5. This Agreement is for the sole and exclusive benefit of the parties who do not intend to create any rights in third parties or to create third party beneficiaries.

6. No waiver by either party of any of the provisions of this Agreement or failure of either party to object to a breach thereof shall constitute a waiver of any other provisions of this Agreement, or of the parties' right to enforce a subsequent breach of the same or a different provision of the Agreement. No waiver shall be deemed a continuing one or bind either party in any way, unless confirmed in writing signed by that party.

7. The signatories to this Agreement have been duly and properly authorized by the party they represent to sign this Agreement on its behalf and their signature on this Agreement is binding upon the party they represent.

8. This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of the Agreement between the parties.

This Agreement was executed and delivered as of the date first written above in Laytonville, California.

Customer Ed Pritchell

Laytonville County Water District Michael J. O'Connell

Approved by LAFCO on Sept 8, 2003.

By: T. Janille Rasmus

ATTEST: Frank McMichael

LAFCO Executive Director



**Laytonville County Water District  
Out-of-District Water Service Agreement  
(In Sphere)**

This Agreement is entered into this 1<sup>st</sup> day of October, 2003, by and between Steve Hill ("Customer"), whose mailing address is PO Box 579 Laytonville, California, 95454, and the Laytonville County Water District ("District"), a county water district with mailing address at P.O. Box 32, Laytonville, California, 95454. Collectively, the District and the Customer shall be referred to in this agreement as the "Parties".

**Recitals**

1. Customer owns property accessed from Fitch Rd., which is known as 1510 Fitch Rd., Laytonville, California. ("the Property").
2. District currently has a water line along Fitch Rd at North Rd.
3. The Property is located within the District's sphere of influence but outside its current boundaries.
4. Customer will construct at customer's expense those facilities required to connect to the existing water main constructed along Fitch Rd at North Rd. as a condition of receiving water service at the property.
5. The District will provide water service to the premises.
6. Since the Property is located outside the District's boundaries, this out-of-area service Agreement, must be approved by the Mendocino County Local Agency Formation Commission ("LAFCO").
7. LAFCO has the authority to approve this Agreement, because the Property is located within the District's sphere of influence and should under appropriate circumstances, be annexed into the District in the future. Accordingly, this Agreement is in anticipation of a later application for a change of organization.

NOW, THEREFORE, based upon the above recitals, and the mutual promises contained herein, the Parties hereby agree as follows:

1. District will provide water service to the Property under the following conditions:
  - a. Customer shall comply with all of the rules, regulations, policies, tariffs, rate schedules, and ordinances (collectively, "rules" ) of District (whether currently in effect or as adopted or amended hereafter) that apply generally to District's provision of water service to residents and customers of the District, including the completion of all required applications for service and the payment of all fees and charges;
  - b. Failure of a customer to comply with the requirements in subparagraph 1.a. shall subject the Customer to the same remedies and sanctions, including termination of water service, as would apply to a customer who receives service within District's boundaries.
2. This document contains the entire agreement between the parties concerning its subject matter. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by this agreement, and such prior statement or agreement shall have no further force or effect.
3. Whenever notice to a party is required or permitted by this Agreement, it shall be deemed given when deposited with proper address and postage in the U.S. Mail or when personally delivered to the addresses set forth in the first paragraph of this Agreement. Either party may change the address to



which notice must be given under this Agreement by providing notice of the address change as provided in this paragraph.

4. This Agreement shall be governed by the laws of the State of California. Any legal action arising out of this Agreement must be filed in Mendocino County. The parties waive any objections they may otherwise have to jurisdiction or venue in Mendocino County.

5. This Agreement is for the sole and exclusive benefit of the parties who do not intend to create any rights in third parties or to create third party beneficiaries.

6. No waiver by either party of any of the provisions of this Agreement or failure of either party to object to a breach thereof shall constitute a waiver of any other provisions of this Agreement, or of the parties' right to enforce a subsequent breach of the same or a different provision of the Agreement. No waiver shall be deemed a continuing one or bind either party in any way, unless confirmed in writing signed by that party.

7. The signatories to this Agreement have been duly and properly authorized by the party they represent to sign this Agreement on its behalf and their signature on this Agreement is binding upon the party they represent.

8. This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of the Agreement between the parties.

This Agreement was executed and delivered as of the date first written above in Laytonville, California.

Customer

Steel Hill

Laytonville County Water District

Michael J. Danner

Approved by LAFCO on Sept 8, 2003.

By:

Frank McMichael

ATTEST:

Frank McMichael

LAFCO Executive Director