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 HEALTH SERVICES AGENCY
 

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 COUNTY OF SANTA CRUZ
 

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(408) 454-2022

 ENVIRONMENTAL HEALTH SERVICE  
 701 OCEAN STREET, ROOM 312 SANTA CRUZ, CALIFORNIA 95060

May 29, 1998

AGENDA: June 9, 1998

Board of Supervisors  
 County of Santa Cruz  
 701 Ocean Street  
 Santa Cruz, CA 95060

**SUBJECT: CONNECTION OF TWO PARCELS TO CITY OF SANTA CRUZ SEWER SYSTEM**

Members of the Board:

The property owners of two developed parcels with marginal septic systems in an unincorporated area of the county are currently seeking to connect to the Santa Cruz City sewer system, which is located in close proximity to the parcels in question. Santa Cruz City Code Section 16.12.080 allows such connections upon approval of an agreement between the City and the County. An agreement (attached) was approved by the City Council on May 26, 1998, and is being submitted to your Board for approval.

The parcels in question are APN 068-241-10 and 068-241-1 1, located on Branciforte and Isbel Drives. Both are developed and located within the Urban Services Line. They are located in close proximity of Branciforte Creek and have limited potential for an effective septic system repair. County Code Section 7.38.040.C requires that properties with failing septic systems connect to a sewer if it is located within 200 feet. Both these properties are within 200 feet of the City sewer and the property owners are seeking advance approval to connect to the sewer. It is the opinion of staff that a sewer connection will provide the best long term protection of public health and water quality.

The attached agreement between the City and County specifies the conditions under which a sewer connection would be allowed. Engineers in both the County and City would review the design for compliance with technical specifications, including the payment of necessary fees to the County for the cost of such review. Upon approval of the design, the owners would pay the City connection fees and would be subject to future direct billings from the City for ongoing sewer fees.

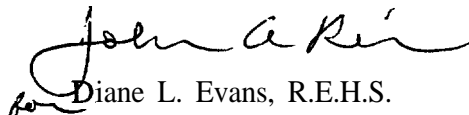
The agreement has been reviewed by staff in Environmental Health, Public Works, Planning, and County Counsel's Office. The agreement was approved by the Santa Cruz City Council on May 26, 1998.

Board of Supervisors  
City Sewer Connection  
June 9, 1998 Agenda  
Page 2

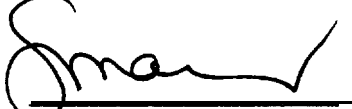
It is therefore RECOMMENDED that your Board authorize the County Administrative Officer to execute the Agreement for Sewer System Connection with the City of Santa Cruz to allow two developed parcels to connect to the City's sewer system.

Sincerely,

Charles Moody  
Health Services Agency Administrator

  
for Diane L. Evans, R.E.H.S.  
Environmental Health Director

Recommended:



Susan A. Mauriello  
County Administrative Office

cc: CAO  
Health Services Agency  
Environmental Health  
Public Works  
Planning  
City of Santa Cruz

## AGREEMENT

### SEWER SYSTEM CONNECTION

This Agreement is made and entered into this \_\_\_\_ of \_\_\_\_\_, 1998, by and between the County of Santa **Cruz, hereinafter** referred to as "**County,**" and the City of Santa **Cruz**, a municipal corporation, hereinafter referred to as "**City.**"

Whereas Assessor's Parcel Numbers **68-241-10** and **68-241-11**, are two developed parcels located in the unincorporated County of Santa **Cruz, hereinafter** referred to as the "**Parcels**" and legally described in Exhibit **A** attached hereto;

Whereas **the** Parcels are outside **the** City limits of the City of Santa **Cruz** and therefore outside the City of Santa **Cruz** sewer service area;

Whereas Section 16.12.080 of the City of Santa **Cruz's** Municipal Code (Title 16 - Water, Sewers and Other Public **Services**) provides a mechanism to **allow** sewer service to premises outside City limits;

Whereas due to geologic conditions and close proximity to **Branciforte** Creek **the** existing septic systems **on the** Parcels pose an environmental and health risk to the adjacent lands and waterways;

**Whereas** County Code Section **7.38.040.C.1** requires the connection of properties to public sewer systems wherever feasible when the sewer is located within 200 feet of the **property** line;

Whereas the Parcels are **located** within the County's Urban Services Line;

Whereas the County will allow connection of sewer facilities located on the Parcels to the City's **sewer** collection system;

Whereas the City of Santa **Cruz** Public Works Department is ready and able to provide sewer services provided that all necessary utility easements and permits are obtained by the Parcel owners.

Whereas the parcel owner will provide for a connection to the City's **collection** system at **or near** the address of 190 Isbel Street, in unincorporated Santa **Cruz** County, as called for by this Agreement.

**Whereas** the parcel **owner** shall bear all expense necessary or incidental to the performance of **the** work to connect to the City's sewer system. **All** work and materials **shall** be subject to the approval of, and shall **be** provided and installed to the satisfaction of, the City's

Department of Public Works Director and the County's Public Works Director. Prior to commencing said work, all necessary plans and specifications shall be submitted to the City and the County for **review** and approval and work shall not proceed until such approval is received. The parcel owners **shall** pay to the City and County all sewer review and inspection fees applicable to the City's and County's review and inspection of the newly constructed sewer system and, at their own expense, comply **with** all applicable laws and regulations of **the** United States, the State of California, and the City of Santa Cruz.

Whereas the City's obligation to connect the newly constructed sewer pipeline to its **currently** functioning sewer main near the vicinity of 190 **Isbel** Street, is **further** conditioned upon **the** Parcel owners' prior payment of the necessary connection fees to the City.

Whereas the Parcels owners agrees to pay directly to the City, the normal sewer residential user rate, plus a **10%** surcharge, when permit and **final** construction is accepted by the City;

NOW, THEREFORE, IT IS AGREED by and between **the** City and the County:

1. The County and the City will allow the connection of these Parcels to the City sewer system if all the technical requirements of the County's and City's design criteria are met.
2. It is acceptable that, although the parcels are within County jurisdiction and are customers of the County, the parcel owner **pay** sewer fees as set by the City directly to the City.

IN WITNESS HEREOF, the City and the County **have** executed this Agreement the day and **year** first hereinabove written.

By County: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

By City \_\_\_\_\_ Date \_\_\_\_\_

City Manager  
*[Handwritten Signature]*  
City Attorney

Approved as to Form. \_\_\_\_\_ Date 5-18-98

County Counsel \_\_\_\_\_ Date \_\_\_\_\_