

March 2, 2023 (Agenda)

Local Agency Formation Commission
105 East Anapamu Street
Santa Barbara CA 93101

**Approved Out-Of-Agency Service Authorization - Goleta Sanitary District
(1330 San Antonino Creek Road)**

Dear Members of the Commission

RECOMMENDATION

This report is to inform the Commission that on January 26, consistent with Commission's procedures, the Chair authorized the Goleta Sanitary District to provide service to 1330 San Antonino Creek Road property on an out-of-agency basis. The property which includes an existing single-family home is adjacent to the District boundary as shown on the enclosed map.

The District submitted a proposal stating its willingness "to allow the connection of this property to existing District sewer facilities prior to the completion of their annexation request" due to the "impending failure of the on-site septic system."

The annexation of this site to the District will be considered on a future Commission agenda.

Attachments

Attachment A – Map of OASA

Attachment B – Wastewater Service Agreement

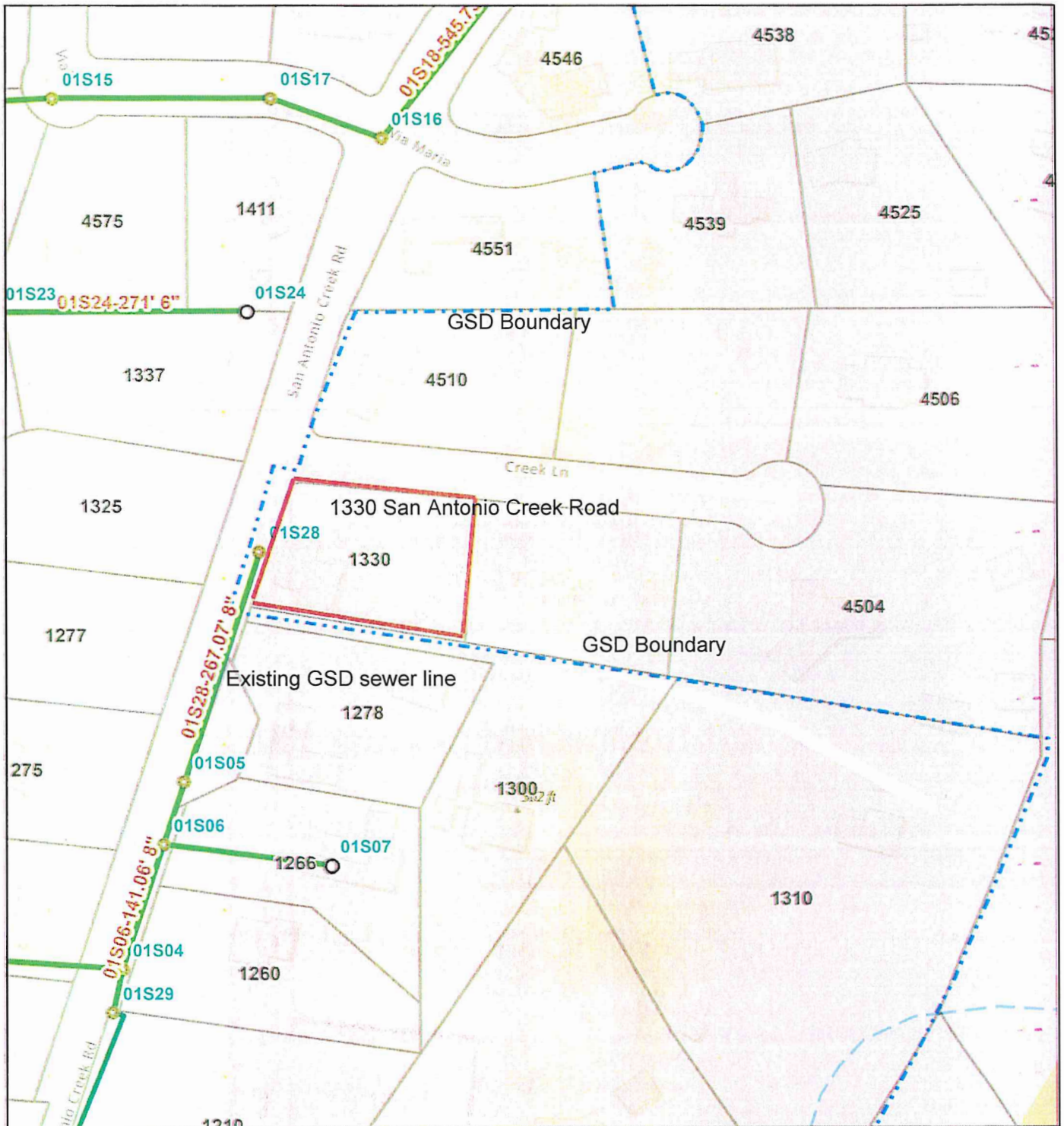
Please contact the LAFCO office if you have any questions.

Sincerely,



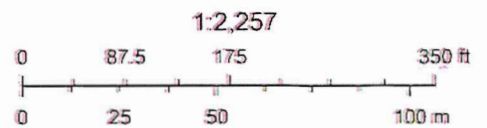
Mike Prater
Executive Officer

Goleta Sanitary District



11/14/2022, 7:45:16 AM

- | | |
|----------------|-----------------------------------|
| Structures | Private Pipes |
| CO | Goleta Sanitary District Boundary |
| MH | Parcels |
| Sewer Pipe | |
| SANITARY SEWER | |



Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS.

Goleta Sanitary District

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ATTACHMENT A

WASTEWATER SERVICE AGREEMENT

THIS WASTEWATER SERVICE AGREEMENT (this “Agreement”), dated as of December 21, 2022 (the “Effective Date”), is made and entered into by and between the **GOLETA SANITARY DISTRICT**, a public agency organized and existing under Part I of Division 6 of the California Health and Safety Code (the “District”), and **LENIN EDMUNDO DIAZ-RIOS and JOSEFA RIOS** (collectively, “Owner”), as follows:

Recitals

A. Owner owns the real property located at 1330 San Antonio Creek Road, Santa Barbara, California 93110 and designated as Santa Barbara County Assessor’s Parcel Number 059-440-008 (the “Property”). Improvements on the Property consist of a single-family residence (the “Residence”).

B. The Property is located within the District’s sphere of influence but has not been annexed to the District. Owner has submitted all required application materials for the annexation of the Property to the Santa Barbara Local Agency Formation Commission (“LAFCO”), but LAFCO approval of the annexation is not anticipated for several months.

C. In order to provide for the connection of the Residence to the District’s wastewater system pending LAFCO’s approval of the annexation, Owner has requested that the District enter into this Agreement for the collection, treatment and disposal of wastewater from the Residence under an out-of-agency service arrangement pursuant to Government Code Section 56133.

D. The District and Owner desire to set forth herein their agreement pertaining to the provision of wastewater service to the Property by the District pending LAFCO approval of the annexation.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Owner agree as follows:

1. Service by District. The District agrees to issue such permits as may be necessary and to provide wastewater service to the Property consistent with Owner’s capacity entitlement, subject to the terms and limitations hereof. Nothing contained in this Agreement shall be interpreted as giving Owner or its successors or assigns the right to connect additional facilities, structures or buildings, other than the Residence, whether located on the Property or elsewhere, to the District’s wastewater system.

2. In Lieu Annexation Fees. In order to fund Owner’s equitable share of the cost of maintaining facilities previously acquired and/or constructed by the District, and because the Property will initially receive wastewater service without being annexed to the District boundaries, within five (5) days after the Effective Date, Owner shall pay the District an in lieu annexation fee in the amount of \$2,422 and an in lieu annexation processing fee of \$200, which fees have been calculated in accordance with the District’s Ordinance No. 88.

3. **Capacity Fee.** In order to fund a portion of the cost of expanding the sanitation and wastewater facilities of the District to provide additional capacity required as a result of the utilization of capacity by Owner pursuant to this Agreement, within five (5) days after the Effective Date, Owner shall pay the District a capacity fee in the amount of \$2,421, which is the District's standard capacity fee for a single-family residence under Ordinance No. 87, as amended.

4. **Service Charges.** In order to fund the Property's share of the cost of operating, maintaining, repairing and replacing the District's wastewater collection, treatment and disposal facilities, Owner shall pay the District a service charge calculated in accordance with the District's Ordinance No. 79, and/or under such other ordinances of the District by which Ordinance No. 79 has been or may be amended, replaced or superseded in the future. The initial service charge shall be calculated from the date the Residence is connected to the District's wastewater collection system to the District's next fiscal year end (June 30) and shall be payable by Owner within thirty (30) days thereafter. Subsequent service charges shall be calculated and collected to the annual Santa Barbara County property tax roll in accordance with standard District billing practices and procedures. Owner hereby consents to and waives the right to protest or object to (a) the collection of such service charges on the County tax roll, and (b) the imposition of a lien against the Property to secure the payment of the service charges.

5. **Plan Check, Permit and Inspection Fees.** As required by the District's Ordinance No. 73, Owner shall pay a permit fee of \$199, and an inspection fee of \$199 in connection with the approval by the District of the connection of the Residence to the District's wastewater collection system.

6. **Administrative Fee.** Within five (5) days after the Effective Date, Owner shall pay the District an administrative fee of \$1,000 to cover a portion of the costs of the District's staff and legal counsel in connection with the preparation of this Agreement.

7. **Plans and Specifications.** Owner shall submit to the District plans and specifications showing the facilities which Owner proposes to construct to connect the Residence to District's wastewater collection system (the "Wastewater Connection"). Said plans and specifications shall be subject to review and approval by the District.

8. **Construction of Wastewater Facilities.** The Wastewater Connection shall be constructed and installed (a) in accordance with the plans and specifications approved pursuant to Section 7, above, (b) in a good and workmanlike manner, (c) in compliance with all Applicable Requirements (as defined in Section 10 below), and (d) at Owner's sole cost and expense. Upon completion, the Wastewater Connection shall belong to Owner and Owner shall be responsible for the repair and maintenance thereof.

9. **Inspection.** Owner shall give the District written notice not less than forty-eight (48) hours prior to commencement of construction of the Wastewater Connection, excluding Saturdays, Sundays and holidays. Owner agrees to provide the District and its employees and agents the right to inspect the Wastewater Connection and the work thereon at all reasonable times before, during, and after construction. Owner further agrees to coordinate and cooperate with the District's employees and agents to facilitate such inspections. Promptly upon

completion of construction, Owner shall notify the District so that the District may make any final inspections and tests that the District may deem necessary or appropriate.

10. Compliance with Applicable Requirements. Owner shall comply with (a) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of the District to the same extent as if the Property had been annexed to the District, and (b) all statutes, rules and regulations of agencies of the United States of America, the State of California, the County of Santa Barbara and other governmental and regulatory agencies having jurisdiction over the collection, treatment and/or disposal of wastewater and wastes, including but not limited to (a) requirements applicable to the construction, use, repair and maintenance of the Wastewater Connection, (b) requirements addressing the type, contents and strength of wastes permitted to be discharged into wastewater collection systems, and (c) the District's Ordinance No. 92 (collectively, "Applicable Requirements"), as said Applicable Requirements may be amended or superseded from time to time. Owner shall further comply with the terms and conditions set forth in Exhibit "A" attached hereto.

11. LAFCO Approval. This Agreement is contingent upon LAFCO's approval of the out-of-agency service arrangement set forth herein pursuant to Government Code Section 56133. This Agreement shall be of no force or effect unless and until LAFCO has granted such approval.

12. Termination. This Agreement may be terminated by the District upon thirty (30) days written notice to Owner in the event Owner violates any of terms hereof, including but not limited to any terms relating to the payment of fees or charges to the District. Owner may terminate this Agreement upon thirty (30) days written notice to the District in the event Owner is able to obtain wastewater service for the Residence from an alternative provider. This Agreement shall automatically terminate in the event LAFCO has not granted its approval of the annexation of the Property to the District within one (1) year after the Effective Date. Upon termination, (a) the District may plug or disconnect from the District's wastewater collection system all lines serving the Residence, and all costs of plugging or disconnecting such lines shall be paid promptly by Owner to the District, (b) no further amounts shall be due to the District from Owner, except any unpaid service charges, and (c) the District shall not be required to refund any part of the fees and charges paid by Owner hereunder. This Agreement shall automatically terminate upon the effective date of the annexation of the Property to the District, in which event all fees and charges paid by Owner hereunder shall be credited to the fees and charges payable by Owner in connection with the annexation.

13. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. The rights granted to Owner herein relating to the provision of wastewater service to the Residence shall run with the land and shall be appurtenant to the Property and to any parcels into which the Property may hereafter be legally divided.

14. Entire Agreement/Modification. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and

communications with respect thereto. This Agreement may be modified only by a written instrument signed by all parties in interest at the time of the amendment.

15. Attorneys' Fees. In the event that either party brings an action to interpret or enforce the terms of this Agreement or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to all reasonable attorneys' fees and costs incurred therein.

16. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Waiver. No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18. Construction. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits attached to this Agreement are incorporated herein by reference and are made a part hereof.

19. Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other by email transmission, the email copies and the signatures thereon shall for all purposes be treated as originals.

20. Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she has the authority to execute this Agreement on behalf of such party.

21. Notices. Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (d) sent by email transmission using the contact information set forth below for such party:

DISTRICT:
Goleta Sanitary District
One William Moffett Place
Goleta, California 93117
Attn: General Manager
Email: swagner@goletasanitary.org

OWNER:
Mundo Diaz-Rios
1330 San Antonio Creek Road
Santa Barbara, CA 93110
Email: mundodr88@gmail.com

Any party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

22. **Assignment.** Owner may not assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the prior written consent of the District, which consent shall not be unreasonably withheld.

23. **Further Assurances.** The parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

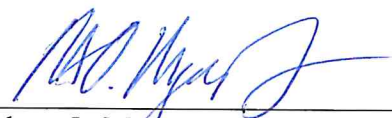
IN WITNESS WHEREOF, the District and Owner have executed this Agreement as of the date(s) set forth below.

“District”

GOLETA SANITARY DISTRICT

By: 
Steven T Majoewsky,
Governing Board President

COUNTERSIGNED:

By: 
Robert O. Mangus, Jr.,
Governing Board Secretary

Dated: 12/27/2022

“Owner”


Lenin Edmundo Diaz-Rios


Josefa Rios

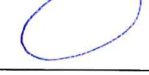
Dated:  12-27-22

EXHIBIT "A"
Terms and Conditions

PLANS AND SPECIFICATIONS

The plans and specifications submitted by Owner shall include:

- Site plan
- Plumbing plans
- Proposed Wastewater Connection facilities
- Structure elevation and rim elevation of the upstream manhole in relation to the proposed connection to the Residence
- Any facilities included as part of the Residence which are listed below

ADDITIONAL FACILITIES

If an injector pump system is required because wastewater from the Residence cannot flow by gravity to the District's wastewater collection facilities, the design of the injector pump system shall be submitted to and shall be approved by the Santa Barbara County Building and Safety Division prior to connection of the Residence to the District's wastewater collection facilities. The design shall include dual pumps and an alarm system.

If the elevation of the Residence is lower than the rim elevation of the District's upstream manhole, a backflow preventer encased in a concrete vault with a metal lid, embossed with "sewer" or "clean-out", must be installed within the Property.

If required by the District after its review of the plans and specifications, a sampling manhole, per District standards, shall be installed at the Property line or within the Property.

SEPARATE LATERALS

In the event the Property is split or subdivided in the future, each parcel shall be served by a separate sewer lateral connecting the buildings located thereon to the public sewer.