

AGENDA

REMOTE MEETING NOTICE

This meeting will be accessible by remote video conferencing. Please be advised that while the District will endeavor to ensure these remote participation methods are available, the District does not guarantee that they will be technically feasible or work all the time. Further, the District reserves the right to terminate these remote participation methods (Subject to Brown Act Restrictions) at any time and for whatever reason. The public may observe and participate in this meeting remotely via Zoom as set forth below.

INSTRUCTIONS FOR USING ZOOM

- Join the meeting using the link below.
- You must have audio and microphone capabilities on the device you are using to join the meeting.
- When you join the meeting make sure that you join the meeting with audio and follow the prompts to test your speaker & microphone prior to joining the meeting.

TO SPEAK DURING PUBLIC COMMENT USING ZOOM

- The Board President will announce when it is time for Public Comment.
- Click on the Raise Hand icon if you would like to speak during Public Comment.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.

TO SPEAK ON AN ITEM USING ZOOM

- The Board President will call the item and staff will begin the staff report.
- Click on the Raise Hand icon if you would like to speak on the item.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.
- You will repeat this process for each item you want to speak on.

FOR OPEN SESSION PARTICIPATION

Join Meeting Electronically at:

Join Zoom Meeting

<https://us02web.zoom.us/j/89448781129?pwd=IMHaTrgkKzI7RT6GW1iZS0L6sRpZ3n.1>

Meeting ID: 894 4878 1129

Passcode: 473447

Please attend in Person or by submitting your comment via Email to:
RMangus@GoletaSanitary.Org

A G E N D A
REGULAR MEETING OF THE GOVERNING BOARD
OF THE GOLETA SANITARY DISTRICT
A PUBLIC AGENCY

One William Moffett Place
Goleta, California 93117

November 4, 2024

CALL TO ORDER: 6:30 p.m.

ROLL CALL OF MEMBERS

BOARD MEMBERS: Edward Fuller
Jerry D. Smith
Steven T. Majoewsky
Dean Nevins
Jonathan Frye

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of October 21, 2024.

PUBLIC COMMENTS - Members of the public may address the Board on items within the jurisdiction of the Board. Under provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. Please limit your remarks to three (3) minutes and if you wish, state your name and address for the record.

POSTING OF AGENDA – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District’s web site 72 hours in advance of the meeting.

BUSINESS:

1. CONSIDERATION OF PROPOSED ANNEXATION OF 700 VIA TRANQUILA A.P.N. 061-321-001
(Board may take action on this item.)

2. CONSIDERATION OF AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE GOLETA SANITARY DISTRICT AND LA CUMBRE MUTUAL WATER COMPANY (LCMWC) TO INCLUDE 700 VIA TRANQUILA A.P.N. 061-321-001
(Board may take action on this item.)

3. CONSIDERATION OF PROPOSED ANNEXATION OF 840 PUENTE DRIVE
A.P.N. 061-272-005
(Board may take action on this item.)
4. DISCUSSION AND CONSIDERATION OF INTERIM OUT-OF-AGENCY SERVICE
AGREEMENT FOR THE SALZMAN PROPERTY AT 840 PUENTE DRIVE A.P.N.
061-272-005
(Board may take action on this item.)
5. GENERAL MANAGER'S REPORT
6. LEGAL COUNSEL'S REPORT
7. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF
DIRECTOR'S ACTIVITIES
8. PRESIDENT'S REPORT
9. ITEMS FOR FUTURE MEETINGS
10. CORRESPONDENCE
(The Board will consider correspondence received by and sent by the District since
the last Board Meeting.)
11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND
RATIFICATION OF CLAIMS PAID BY THE DISTRICT
(The Board will be asked to ratify claims.)

ADJOURNMENT

Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's Finance Director at least 3 hours prior to the meeting by telephone at (805) 967-4519 or by email at info@goletasanitary.org.

Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.

MINUTES

MINUTES
REGULAR MEETING OF THE GOVERNING BOARD
GOLETA SANITARY DISTRICT
A PUBLIC AGENCY
DISTRICT OFFICE CONFERENCE ROOM
ONE WILLIAM MOFFETT PLACE
GOLETA, CALIFORNIA 93117

October 21, 2024

CALL TO ORDER: President Fuller called the meeting to order at 6:30 p.m.

BOARD MEMBERS PRESENT: Edward Fuller, Jerry Smith, Steven T. Majoewsky, Dean Nevins, Jonathan Frye

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary and Reese Wilson, Senior Project Engineer, and Jeff Ferre, General Counsel (via Zoom)

OTHERS PRESENT: Tom Evans, Director, Goleta Water District (via Zoom)
David Bearman M.D., Director, Goleta West Sanitary District

APPROVAL OF MINUTES: Director Nevins made a motion, seconded by Director Frye, to approve the minutes of the Regular Board meeting of 10/07/2024. The motion carried by the following vote:

(24/10/2262)

AYES: 5 Fuller, Smith, Majoewsky, Nevins, Frye
NOES: None
ABSENT: None
ABSTAIN: None

POSTING OF AGENDA: The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's website 72 hours in advance of the meeting.

PUBLIC COMMENTS: None

BUSINESS:

1. DISCUSSION AND CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH THE MOSQUITO AND VECTOR MANAGEMENT AGENCY FOR MOSQUITO CONTROL SERVICES FOR FY24-25 AND FY25-26
Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Majoewsky to approve the Memorandum of Understanding with the Mosquito and Vector Management District, and authorize the General Manager to execute the proposed memorandum for the District for Fiscal 2024-25 and Fiscal 2025-26.

The motion carried by the following vote:

(24/10/2263)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

2. CONSIDERATION OF FY25 ACTION PLAN STATUS REPORT

Mr. Wagner gave the staff report on this presentation item, no Board action was taken.

3. CONSIDERATION OF GENERAL MANAGER SUCCESSION PLAN

Mr. Wagner gave the staff report.

Consensus of the Board was to move forward with the succession plan for the General Manager position by hiring an Assistant General Manager and directed the General Manager to begin the recruitment process.

4. REVIEW OF QUARTERLY CAPITAL IMPROVEMENT PROGRAM PROJECT STATUS REPORT

Mr. Wagner and Mr. Wilson gave the staff report on this presentation item, no Board action was taken.

5. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

6. LEGAL COUNSEL'S REPORT

Mr. Ferre reported on several bills recently signed into law which will take effect at the beginning of next calendar year. SB1034 Public Records Act provision for additional time to respond to a request under certain unusual circumstances, like a declared emergency. AB2257 Prop 218 related to exhausting administrative remedies before a challenge. SB1072 Prop 218 successful challenge remedy for rate increase, remedy is rate credit on future billings.

7. COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES

Director Smith – No report.

Director Frye - No report.

Director Nevins – No report.

Director Majoewsky – Reported on the Goleta Water District meeting he attended.

8. PRESIDENT'S REPORT

President Fuller – No report.

9. ITEMS FOR FUTURE MEETINGS

No Board action was taken to return with an item.

10. CORRESPONDENCE

The Board reviewed and discussed the list of correspondence to and from the District in the agenda.

11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT

Director Smith made a motion, seconded by Director Majoewsky, to ratify and approve the claims, for the period 10/08/2024 to 10/21/2024 as follows:

Running Expense Fund #4640	\$	502,950.31
Capital Reserve Fund #4650	\$	590,542.27
Retiree Health Insurance Sinking Fund #4660	\$	14,338.19

The motion carried by the following vote:

(24/10/2264)

AYES: 5 Fuller, Smith, Majoewsky, Nevins, Frye
NOES: None
ABSENT: None
ABSTAIN: None

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:44 p.m.

ATTEST

Edward Fuller
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: November 4, 2024

I. NATURE OF ITEM

Consideration of Proposed Annexation of 700 Via Tranquila A.P.N. 061-321-001

II. BACKGROUND INFORMATION

Roderick Britton, the architect and owner's agent of the property at 700 Via Tranquila, has requested a Sewer Service Availability (SSA) letter on behalf of the owner, Goodall Properties LLC. The SSA letter was issued on August 22, 2024. There is an existing single-family residence (SFR) on the property. Plans to demolish the existing SFR and construct a new 3,414 square foot SFR are in the final plan check phase with the County of Santa Barbara Building and Safety Division. The parcel is currently being served by a failing septic system, and costly repairs and/or upgrades to the septic system would be required for the proposed SFR project to receive approval by the County. The availability of existing District sewer facilities immediately in front of their property on Via Tranquila have made annexation to the District the most viable option.

The 1.53-acre parcel, located at the intersection of Via Tranquila and Via Trepadora, is not within the District's service area (sphere of influence). An application was filed with LAFCO for a sphere of influence amendment and annexation on October 22, 2024. The owners of the property are seeking to connect one new SFR.

Staff received a letter from LAFCO dated October 22, 2024, requesting District review of the proposed annexation. A copy of the letter is attached to this report and is presented herein for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

It is the District's understanding that Mr. Britton is preparing the LAFCO submittals required for the annexation to bring the property into the District boundary and jurisdiction.

This is a relatively straightforward annexation boundary adjustment proposal for a single-family residential lot. However, connection to the existing District sewer main on Via Tranquila will require an amendment to the existing Reimbursement Agreement between the District and La Cumbre Mutual Water Company. The request to amend the Reimbursement Agreement will be presented to the Board as a separate agenda item. Staff has reviewed the proposal and has prepared an SSA letter with standard conditions and a condition pertaining to the Reimbursement Agreement. As such, staff recommends the Board authorize the

General Manager to inform LAFCO that the District does not object to the proposed annexation.

IV. REFERENCE MATERIAL

LAFCO letter dated October 22, 2024

Parcel Map of 700 Via Tranquila A.P.N. 061-321-001

LAFCO

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ♦ Santa Barbara CA 93101
805/568-3391 ♦ FAX 805/568-2249
www.sblafco.org ♦ lafco@sblafco.org

October 22, 2024

Steve Wagner, General Manager
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

Subject: 700 Via Tranquila – Sphere of Influence and Annexation to the Goleta Sanitary District
(LAFCO № 24-05)

Dear Steve Wagner:

A petition has been submitted to the Santa Barbara County Local Agency Formation Commission (LAFCO) proposing the sphere amendment and annexation of territory to the Goleta Sanitary District. A copy of the proposal is attached to this letter for LAFCO Proceeding № 24-05. This proposal will annex land to your district.

The above-titled application has been filed with LAFCO on October 22, 2024. This notice is pursuant to Government Code Sections 56658 (b) and 56662 (c). The Proposed Project includes sphere amendment and annexation of approximately 1.53 acres of property into the Goleta Sanitary District for sewer service. The property is outside of the sphere of influence, but will be amended and is located at 700 Via Tranquila south of Via Presada.

We request that you review these documents and notify us of any questions, comments, concerns or conditions you have. If you identify conditions for this project, please explain why they are necessary. We also welcome any additional comments you wish to make concerning this proposal.

By state law your district has 60 days in which to request termination of these proceeding pursuant to Government Code Sections 56857. Please respond with your comments before November 21, 2024. Your input will be considered in the preparation of the staff report that will be presented to LAFCO.

This proposal will be on LAFCO's November 7, 2024 agenda for information purposes only. You will be notified in advance before LAFCO considers the merits of the proposal.

Sincerely,



Mike Prater
Executive Officer

Attachments:
Petition, Questionnaires, Map and Legal

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

Questionnaire for Amending a Sphere of Influence,

(Attach additional sheets as necessary)

Sphere of Influence of the **Goleta Sanitary District**_____

Purpose of the proposal

1. Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit. **New build to annex to existing sewer main.**

Consultation with the County (City sphere changes only)

2. Provide documentation regarding consultation that has occurred between the City and the County with regard to agreement on boundaries, development standards and zoning requirements for land in the proposed sphere as required by Government Code §56425. **N/A**

Description of area to be included in the sphere

3. What area is proposed to be included in the sphere? Attach a map identifying the current sphere and the proposed addition. What is the acreage? **700 Via Tranquila, Santa Barbara 93110 1,84 acres, see attached A.P.N. map.**
4. Why was it decided to use these particular boundaries? **The proposed new service is out of the sphere of influence**
5. What are the existing land uses for the proposal area? Be specific. **RES-1.0, Single Family Residence.**
6. Are there proposed land uses for the proposal area? Be specific. **RES-1.0, Single Family Residence.**

Relationship to Existing Plans

7. Describe current County general plan and zoning designations for the proposal area. **Eastern Goleta Community Plan, Zoned 1.5-EX-1**
8. Describe any City general plan and rezoning designations for the proposal area. **N/A**

Environmental Assessment

9. What is the underlying project? **New Residence** Who is the lead agency? **LAFCO**
What type of environmental document has been prepared for the proposed project?
Categorical Exemption

Justification

10. To assist LAFCO in making determinations pursuant to Government Code §56425, please provide information relevant to each of the following:
- A. Present and planned uses in the area, including agricultural and open-space lands. **Current and proposed single family residences.**
 - B. Present and probable needs for public facilities and services in the area. **Extend to and annex existing GSD sewer.**
 - C. Present capacity of public facilities and adequacy of public services the affected agency provides or is authorized to provide. **Water, gas, and electricity currently on site**
 - D. Existence of any social or economic communities of interest in the area. **N/A**
 - E. The present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing Sphere of Influence. **Residential expansion of existing sewer system to new residence,**

Additional Comments

11. Provide any other comments or justifications regarding the proposal. **Connecting the new residence to the GSD is in the best interests of all parties,**
12. Enclose any pertinent staff reports and supporting documentation related to this proposal. **See attached**

13. Notices and Staff Reports

Application to Amend Sphere of Influence
Page Two

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

<u>Name</u>	<u>Address</u>	<u>Email</u>
1. Roderick Britton Architect	1626-B Garden Street, Santa Barbara, CA 93101	
		rbritton40@cox.net
2. Steve and Jane Goodall	2982 Reef Street, Ventura CA 93001	steve.c.goodall@gmail.com
3.		

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone</u>
Rod Britton	1626-B Garden Street, Santa Barbara, CA 93101	rbritton40@cox.net	805 453-1259

Signature _____

Date October 1, 2024

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

**Proposal Justification Questionnaire for Annexations,
Detachments and Reorganizations**

(Attach additional sheets as necessary)

1. Name of Application: (The name should match the title on the map and legal description; list all boundary changes that are part of the application) **700Via Tranquila, Santa Barbara, CA 93110**
2. Describe the acreage and general location; include street addresses if known:
A 1.52 acre parcel in the northwest portion of Hope Ranch
3. List the Assessor's Parcels within the proposal area: **APN: 061-321-001**
4. Purpose of proposal: (Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit.)
Extend existing Goleta Sanitation District sewer line to serve new 3,412 sq. ft. residence.
5. Land Use and Zoning - Present and Future
 - A. Describe the existing land uses within the proposal area. Be specific. **Single Family Residence, zoned 1.5-EX-1**
 - B. Describe any changes in land uses that would result from or be facilitated by this proposed boundary change. **No Changes**
 - C. Describe the existing zoning designations within the proposal area. **Single Family Residential.**
 - D. Describe any proposed change in zoning for the proposal area. Do the existing and proposed uses conform with this zoning? **N/A**
 - E. (For City Annexations) Describe the prezoning that will apply to the proposal area upon annexation. Do the proposed uses conform with this prezoning? **N/A**
 - F. List all known entitlement applications pending for the property (i.e., zone change, land division or other entitlements). **Santa Barbara County Building Permit: 23BDP- 01434, and Demolition Permit:23BDP-01435**

6. Describe the area surrounding the proposal

Using Table A, describe existing land uses, general plans and zoning designations for lands adjacent to and surrounding the proposal area. The application is incomplete without this table.

7. Conformity with Spheres of influence

A. Is the proposal area within the sphere of influence of the annexing agency? **NO**

B. If not, include a proposal to revise the sphere of influence. **See Attached Goleta Sanitation Amnendment Letter**

8. Conformity with County and City General Plans

A. Describe the existing County General Plan designation for the proposal area. **Single Family Residences – East Goleta Community Plan**

B. (For City Annexations) Describe the City general plan designation for the area. **N/A**

C. Do the proposed uses conform with these plans? If not, please explain. **YES**

9. Topography and Natural Features

A. Describe the general topography of the proposal area and any significant natural features that may affect the proposal. **Gentle rolling hills, no adjacent creeks or water.**

B. Describe the general topography of the area surrounding the proposal. **Gentle rolling hills, no adjacent creeks or water.**

10. Impact on Agriculture

A. Does the affected property currently produce a commercial agricultural commodity? **No**

B. Is the affected property fallow land under a crop rotational program or is it enrolled in an agricultural subsidy or set-aside program? **No**

C. Is the affected property Prime Agricultural Land as defined in Government Code §56064?
N/A

D. Is any portion of the proposal area within a Land Conservation (Williamson) Act contract?
No

1) If “yes,” provide the contract number and the date the contract was executed.

2) If “yes”, has a notice of non-renewal be filed? If so, when?

3) If this proposal is an annexation to a city, provide a copy of any protest filed by the annexing city against the contract when it was approved.

11. Impact on Open Space

Is the affected property Open Space land as defined in Government Code Section 65560? **No**

12. Relationship to Regional Housing Goals and Policies (City annexations only)

If this proposal will result in or facilitate an increase in the number of housing units, describe the extent to which the proposal will assist the annexing city in achieving its fair share of regional housing needs as determined by SBCAG. **No**

13. Population

A. Describe the number and type of existing dwelling units within the proposal area. **Single Family Residences**

B. How many new dwelling units could result from or be facilitated by the proposal?

Single-family _____ 1 _____ Multi-family _____ 0 _____

14. Government Services and Controls – Plan for Providing Services (per §56653)

A. Describe the services to be extended to the affected territory by this proposal. **Extend sewer lateral to connect to existing sewer main.**

B. Describe the level and range of the proposed services. **Connect to existing sewer.**

C. Indicate when the services can feasibly be provided to the proposal area. **Upon completion of annexation**

D. Indicate any improvements or upgrading of structures, roads, sewers or water facilities or other conditions that will be required as a result of the proposal. **Demolish existing residence and build new 3,414 sf. residence.**

E. Identify how these services will be financed. Include both capital improvements and ongoing maintenance and operation. **By Owner**

F. Identify any alternatives for providing the services listed in Section (A) and how these alternatives would affect the cost and adequacy of services. **None**

15. Ability of the annexing agency to provide services

Attach a statement from the annexing agency describing its ability to provide the services that are the subject of the application, including the sufficiency of revenues (per Gov't Code §56668j). **See attached Goleta Sanitation District letter.**

16. Dependability of Water Supply for Projected Needs (as per §56653)

If the proposal will result in or facilitate an increase in water usage, attach a statement from the retail water purveyor that describes the timely availability of water supplies that will be adequate for the projected needs. **Existing La Cumbra Mutual Water Company service.**

17. Bonded indebtedness and zones – These questions pertain to long term debt that applies or will be applied to the affected property.

- A. Do agencies whose boundaries are being changed have existing bonded debt? N/A
If so, please describe.
- B. Will the proposal area be liable for payment of its share of this existing debt? N/A
If yes, how will this indebtedness be repaid (property taxes, assessments, water sales, etc.)
- C. Should the proposal area be included within any 'Division or Zone for debt repayment?
N/A If yes, please describe.
- D. (For detachments) Does the detaching agency propose that the subject territory continue to be liable for existing bonded debt? N/A . If yes, please describe.

18. Environmental Impact of the Proposal

- A. Who is the "lead agency" for this proposal? LAFCO
- B. What type of environmental document has been prepared?
None, Categorically Exempt -- Class 3 & 19
EIR _____ Negative Declaration _____ Mitigated ND _____
Subsequent Use of Previous EIR _____ Identify the prior report. _____

- C. If an EIR has been prepared, attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations." N/A

19. Boundaries

- A. Why are these particular boundaries being used? Ideally, what other properties should be included in the proposal? **Proximity only. The owner of this property to annex.**
- B. If any landowners have included only part of the contiguous land under their ownership, explain why the additional property is not included. N/A

20. Final Comments

- A. Describe any conditions that should be included in LAFCO's resolution of approval. **None**
- B. Provide any other comments or justifications regarding the proposal. **None**
- C. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials. **None**

21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

<u>Name</u>	<u>Address</u>	<u>Email</u>
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A. Roderick Britton Architect 1626-B Garden Street, Santa Barbara CA 93101
rbritton40@cox.net

B. Steve and Jane Goodall 2982 Reff Street, Ventura CA 93001 steve.c.goodall@gmail.com

C.

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone</u>
Rode Britton	1626-B Garden Street, Santa Barbara ca	93101	rbritton40@cox.net

Signature R. K. B. 

Date October 1, 2024

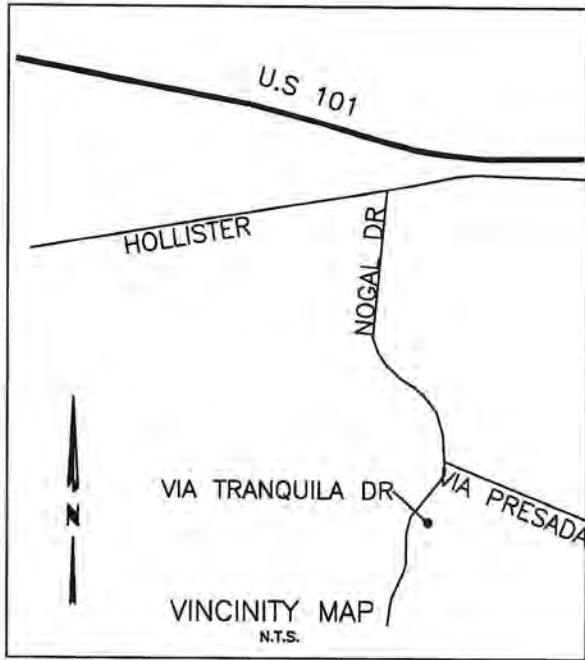
TABLE A

Information regarding the areas surrounding the proposal area

	Existing Land Use	General Plan Designation	Zoning Designation
East	RES-1.0	SFR – Eastern Goleta Community Plan	1.5-EX-1
West	RES-1.0	SFR – Eastern Goleta Community Plan	1.5-EX-1
North	RES-1.0	SFR – Eastern Goleta Community Plan	1.5-EX-1
South	RES-1.0	SFR – Eastern Goleta Community Plan	1.5-EX-1

Other comments or notations:

EXHIBIT "B"



LINE TABLE

① S 59°51'15" W 62.11'

CURVE TABLE

① D=2°50'20"
R=275.10'
L=13.63'

SURVEY NOTE

VIA TRANQUILA ROAD WAS FORMERLY CALLED SOUTH PRESADA ROAD.

WW SURVEYING, INC.
805-748-3234

LEGEND

R = BOOK 23 PAGE 30

● = FOUND MONUMENT PER R

○ = LOCATION OF MONUMENT PER R, NOT FOUND

— = PROPERTY LINE

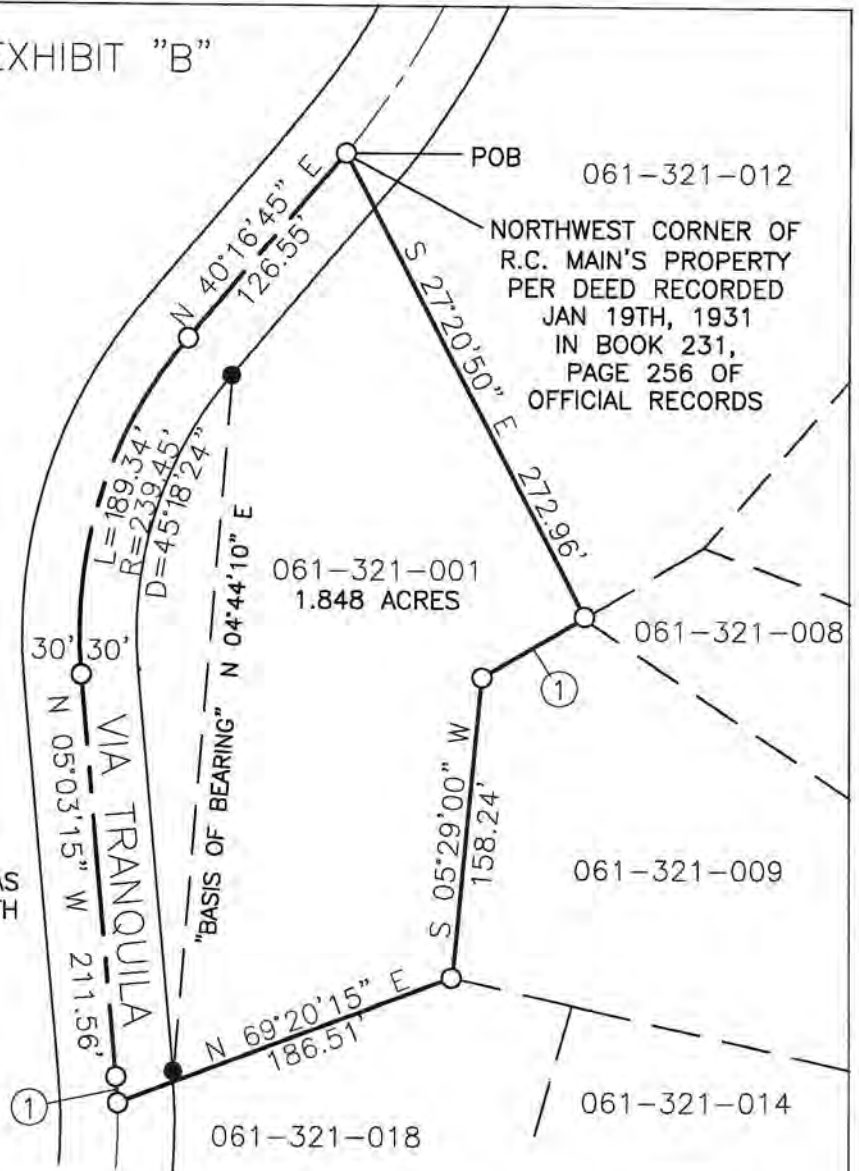
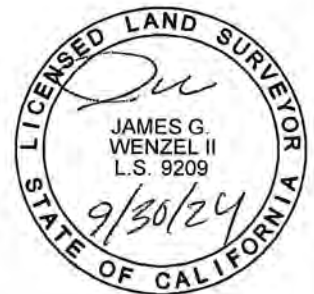
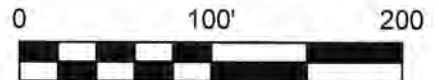
POB = POINT OF BEGINNING

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS A LINE BETWEEN A FOUND 2 INCH BRASS CAP MONUMENTS ALONG THE EASTERLY RIGHT OF WAY LINE OF VIA TRANQUILA THE BEARING BEING N04°44'10"E PER R.

ALEKSANDAR JEVREMOVIC
P.L.S. 8378

DATED



LOCATION: 700 VIA TRANQUILA AVE SANTA BARBARA, CA 93110 APN: 061-321-001	DRAWN BY: JW	CHECKED BY: JW
	SCALE: 1"=100'	
	DATE: SEPTEMBER 29TH, 2024	
LAFCO EXHIBIT	JOB NUMBER	SHEET
	S03768	1 OF 1

EXHIBIT A

LAFCO EXHIBIT FOR 700 VIA TRANQUILA

Property located in the County of Santa Barbara, State of California, described as follows:

Commencing at the northwest corner of R.C. Main's property on the center line of Via Tranquila (formerly South Presada Road), as shown in that certain deed recorded with the County Recorder of Santa Barbara County, California, on January 19, 1931 in Book 231, page 256 of Official Records thereof, said Northwest corner being the **POINT OF BEGINNING** of the premises herein described; thence leaving the center line of Via Tranquila (formerly South Presada Road) and following the westerly line of R.C. Main's property South $27^{\circ}20'50''$ East a distance of 272.96 feet; thence leaving the westerly line of R.C. Main's property, South $59^{\circ}51'15''$ West a distance of 62.11 feet; thence South $5^{\circ}29'$ West a distance of 158.24 feet; thence South $69^{\circ}20'15''$ West a distance of 186.51 feet to a point on the center line Via Tranquila (formerly South Presada Road) along a curve to the left whose central angle is $2^{\circ}50'20''$; whose radius is 275.10 feet and whose long chord bears north $3^{\circ}38'05''$ west a distance of 13.63 feet to a point; thence along the arc of said curve to the end thereof; thence North $5^{\circ}03'15''$ West a distance of 211.56 feet to a point which is the beginning of a curve to the right whose central angle is $45^{\circ}20'$, whose radius is 239.45 feet and whose long chord bears North $17^{\circ}36'45''$ East a distance of 184.45 feet to a point; thence along the arc of said curve to the end thereof; thence North $40^{\circ}16'45''$ East a distance of 126.55 feet to the **POINT OF BEGINNING**.

The herein described land contains 1.848 Acres and is graphically shown on Exhibit "B" and made apart hereof.

End of Description

Document Prepared by:


JAMES WENZEL
L.S. 9209

Date



Date: September 19, 2024

700 Via Tranquila, Santa Barbara

Environmental Questionnaire

(Please submit any environmental studies that have been completed.)

1. Has an environmental determination (Negative Declaration-Environmental Impact Report) been certified by a legislative body?

Yes No

If yes, please attach a copy

2. Is the site presently zoned for or engaged in agricultural use?

Yes No

If yes, please explain: _____

Prime agricultural land:

Yes No

3. Will extension of services requested for this proposal induce growth on affected property? Yes No

On adjacent properties? Yes No

Unincorporated? Yes No

Both? Yes No

4. Will the proposal require public services from any agency or facility that is currently operating at or near capacity, i.e., sewer, water, police, or fire?

Yes No

If yes, please explain: Extension of existing Goleta Sanitary District sewer line to serve new single family residence _____

5. Please describe the environmental setting of the site: Existing Hope Ranch 1.52 acre residential lot, zoned 1.5-EX-1. The lot contains existing avocado trees for personal use. _____

6. Terrain: Level to gently rolling(0-10%) _____
Slopes(10-30%) 21.5%
Steep slopes (over30%) _____

7. Hydrology (streams, lakes, or marshes onsite)? _____Yes X_____No
If yes, please describe: _____

8. Vegetation:
Has the natural vegetation already removed or altered?
_____Yes X_____No

9. Are there any endangered plant species onsite? X_____Yes _____No

10. Have any endangered or threatened species been identified?
_____Yes X_____No

If yes, please explain: _____

As a signer of this Petition, I hereby certify that I have read the content of the Petition and request that proceedings be taken for the proposal as provided by said Petition.

PLEASE SIGN NAME ON THE TOP LINE
PRINT NAME ON THE SECOND LINE

Date signed	Signature & printed name of Petitioners	Residential Address of Petitioners	Official Use Only
09/20/24	Sign: <i>Steve Goodall</i>	2982 REEF STREET	
	Print: STEVE GOODALL	VENTURA CA 93001	
09/20/24	Sign: <i>Jane Goodall</i>	2982 REEF STREET	
	Print: JANE GOODALL	VENTURA, CA 93001	
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		



GOLETA SANITARY
Water Resource Recovery District

Key to Features

Structures

- CO
- DROP
- MH
- WYE
- Wet Well

Sewer Pipe

- FORCE MAIN
- LATERAL SEWER
- MAIN LINE
- SANITARY SEWER
- SIPHON INVERTED

Outfall Pipe

- Service Laterals

Assessor Parcel

- Goleta Sanitary District Bounda

Streets

- Tax Parcels

DISCLAIMER: This map is for reference only. Although every effort has been made to ensure the accuracy of information herein, and conditions changing with physical terrain, users should verify the location and condition of any structure shown on this map. The level of accuracy is limited by the technology from which the data was derived and there should not be used for critical engineering, planning, or design.



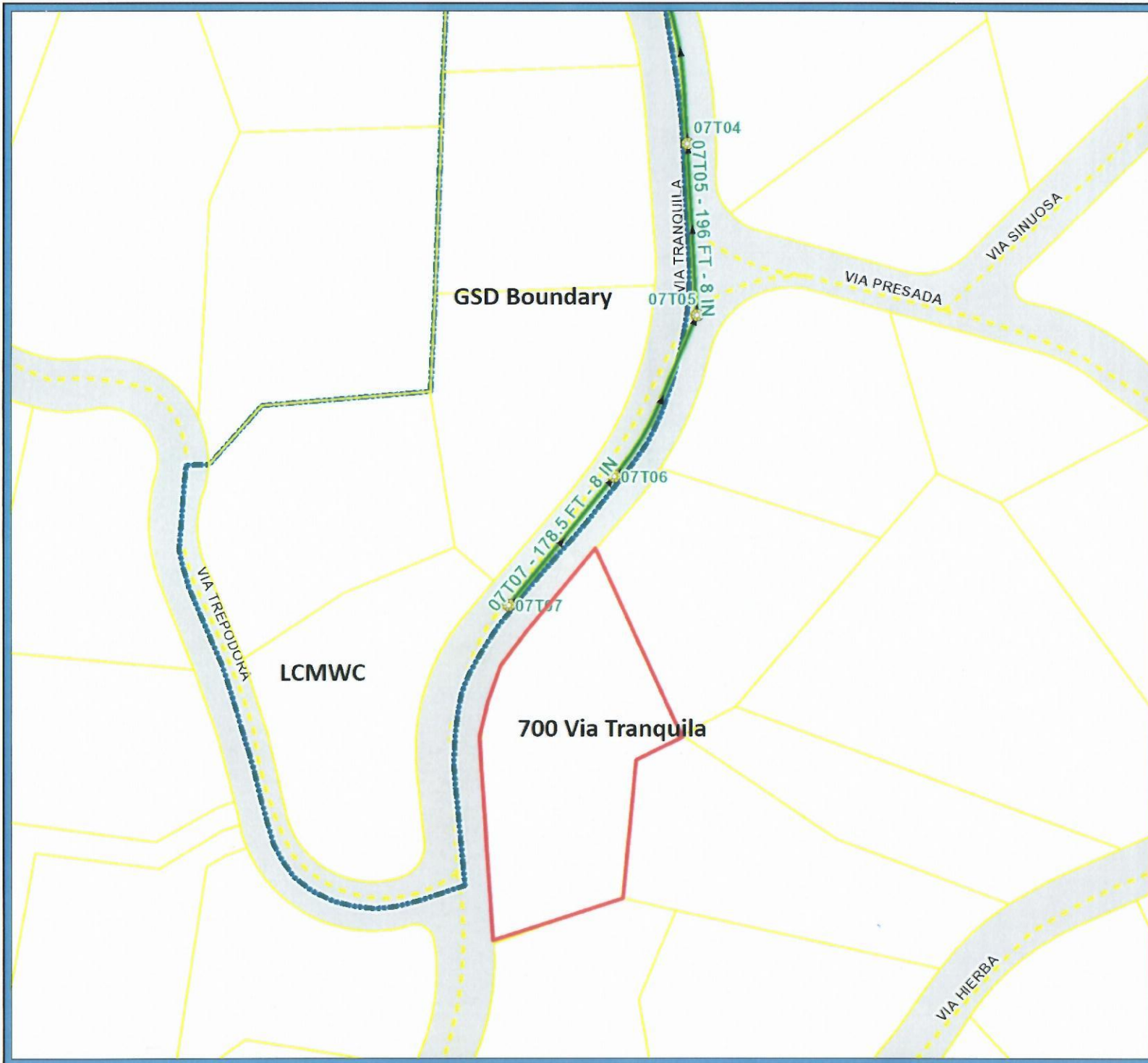
Feet

0 94

State Plane California Zone V NAD 83
Santa Barbara County, California

Goleta Sanitary District

Compiled on ##-##-##
Provided by www.irdgju.com



AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: November 4, 2024

I. NATURE OF ITEM

Consideration of Amendment to Reimbursement Agreement between the Goleta Sanitary District and La Cumbre Mutual Water Company (LCMWC) to include 700 Via Tranquila A.P.N. 061-321-001

II. BACKGROUND INFORMATION

Roderick Britton, the architect and owner's agent, submitted a request dated October 1, 2024, to District staff on behalf of the owner, Goodall Properties LLC, to add 700 Via Tranquila (A.P.N 061-321-001) to the existing Reimbursement Agreement between the District and LCMWC. Mr. Britton submitted the request to the District to coincide with the LAFCO application for annexation to the District.

Connection to existing District sewer facilities immediately in front of the parcel on Via Tranquila is restricted by the terms and conditions of the Agreement that went into effect on August 10, 2020, for a five-year term. The property was not originally identified as one of the six separate Benefitted Parcels within the Agreement.

LCMWC staff has been notified of the request to amend the Reimbursement Agreement. LCMWC staff has subsequently requested that the parcel be included as a Benefitted Parcel under the Agreement.

III. COMMENTS AND RECOMMENDATIONS

It is the District's understanding that Mr. Britton is preparing the LAFCO submittals required for the annexation to bring the property into the District boundary and jurisdiction.

District legal counsel has prepared a draft "First Amendment to Amended and Restated Reimbursement Agreement" for Board consideration and approval pending any revisions that the Board may wish to make. District staff has reviewed the request and draft Amendment and recommend that the Board approve the request and authorize the Board President to execute the "First Amendment to Amended and Restated Reimbursement Agreement".

IV. REFERENCE MATERIAL

Roderick Britton Letter Dated October 1, 2024

GSD Letter of Acceptance & Amended and Restated Reimbursement Agreement

First Amendment to Amended and Restated Reimbursement Agreement

RODERICK BRITTON ARCHITECT

October 1, 2024

Amendment to Reimbursement Agreement

re: 700 Via Tranquila
A.P.N.: 061-321-001

We are requesting support for the annexation of 700 Via Tranquila to the Goleta Sanitary District, as well as an amendment to the existing Reimbursement Agreement between La Cumbra Mutual Water company and the Goleta Sanitary District. We are proposing to connect a new 3,414 s.f. residence to the existing 8" sewer main that runs parallel to the property along the northwest corner. We are aware that the connection to this sewer main is restricted by the terms set forth in the previously mentioned Reimbursement Agreement, thus we are seeking an amendment to the Reimbursement Agreement to include 700 Via Tranquila as a "Benefited Parcel". The project is currently in final plan check with the County of Santa Barbara building department. There is also a concurrent demolition permit in the building department for approval. The existing parcel is currently being served by a septic system. For this project to receive approval from the County of Santa Barbara, costly repairs and/or upgrades to the septic system will likely be required. In addition, we are about to submit to LAFCO for their approval.

Sincerely,



Roderick Britton (Agent)



GOLETA SANITARY

Water Resource Recovery District

Board of Directors:

August 10, 2020

Sharon Rose
President

Robert O. Wageneck

Michael Alvarado, General Manager
La Cumbre Mutual Water Company
695 Via Tranquila
Santa Barbara, CA 93110

Jerry D. Smith

Steven T. Majoewsky

George W. Emerson

**SUBJECT: Letter of Acceptance
LCMWC sewer main extension Nogal Drive and Via Tranquila**

Steve D. Wagner, PE
General Manager
District Engineer

Dear Mr. Alvarado:

Reference is made to the subject sewer main extension constructed on your behalf by your contractor.

The purpose of this letter is to advise you that the construction of the sewage collection facilities for the subject project has been approved and accepted by the District. We also advise you that the five (5) year term of the La Cumbre Mutual Water Company Reimbursement Agreement (copy attached) shall begin as of the date of this letter, in accordance with the Agreement. Enclosed is a copy of the Grant of Rights for the sewer facilities.

If you have any questions, please call Mr. Luis Astorga of this office at (805) 967-4519.

Sincerely,

Steve Wagner, P.E.
General Manager/District Engineer

SDW: LA

cc: Luis Astorga, Goleta Sanitary District

One William Moffett Place, Goleta CA 93117

(805) 967-4519 office (805) 964-3583 fax

www.GoletaSanitary.org

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

THIS AMENDED AND RESTATED REIMBURSEMENT AGREEMENT (the “Agreement”), dated for reference purposes as of November 4, 2019, is made and entered into by and between the **GOLETA SANITARY DISTRICT**, a public agency (the “District”), and **LA CUMBRE MUTUAL WATER COMPANY** (the “LCMWC”).

Recitals

A. The LCMWC is the owner of certain real property consisting of a legal parcel located at 695 Via Tranquila within the Goleta Sanitary District service area designated as Santa Barbara County Assessor’s Parcel No. 061-292-003 (the “LCMWC Parcel”). The LCMWC Parcel is depicted graphically on the map attached hereto as Exhibit “A”.

B. The LCMWC has or will soon construct, at its expense, a sewer main line extension and appurtenances thereto to provide service from the District’s existing public sewer system at the southerly end of Nogal Drive to the LCMWC Parcel (the “Sewer Extension”).

C. Five (5) additional parcels located on Via Tranquila and Via Trepadora adjacent the LCMWC Parcel, designated as Santa Barbara County Assessor’s Parcel Nos. 061-242-004, 061-242-006, 061-242-008, 061-292-010, and 061-292-019 are either undeveloped or currently utilize individual private septic systems, but could in the future utilize the Sewer Extension constructed by LCMWC to connect to the District’s public sewer system and receive service from the District (the “Benefited Parcels”). While there are other parcels across Via Tranquila from these identified parcels, the owners of those other parcels have not expressed interest or desire to annex into the District or to seek sewer service from the District. These other parcels are excluded from this Agreement. The Benefited Parcels are depicted graphically on the map attached hereto as Exhibit “A”.

D. The LCMWC Parcel and the Benefited Parcels constitute six (6) separate legal parcels. Accordingly, it is equitable to allocate one-sixth (1/6th) of the cost of the Sewer Extension to any Benefited Parcel that utilizes the Sewer Extension within the term of this Agreement to connect to the District’s public sewer system and receive service from the District. The costs associated with the construction of the Sewer Extension which are eligible for allocation to the Benefited Parcels shall be determined by the District as set forth in Section 3 of this Agreement.

E. The parties desire to enter into this Agreement to (i) provide for the payment of reimbursement charges to the LCMWC if one or more of the Benefited Parcels use the Sewer

Extension to connect to the District's public sewer system in the future, and (ii) supersede and replace the Reimbursement Agreement dated March 4, 2019 between LCMWD and the District.

F. The District, on November 6, 2017, adopted Resolution 17-621 which established District policy for Developer Reimbursement Agreements. This Agreement is entered into in accordance with the provisions of said Resolution.

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

1. **Reimbursement Charge.** If during the term of this Agreement the owner of a Benefited Parcel obtains a District Sewer Connection Permit from the District to provide sewer service by connecting the Benefited Parcel to the Sewer Extension, the District agrees to require such owner to pay a charge equal to one-sixth (1/6th) of the cost of the Sewer Extension (the "Reimbursement Charge") to the District to cover the Benefited Parcel's share of the cost of constructing the Sewer Extension. Said Reimbursement Charge shall be in addition to any connection fee, permit fee, inspection fee, service charge or any other payment imposed by the District as a condition to permitting the connection to the District's sewer system and providing sewer service. Nothing hereunder shall prevent the District from imposing fees or charges other than the Reimbursement Charge on any property.

2. **Reimbursement of LCMWC.** Subject to Section 4, below, any Reimbursement Charge imposed on a Benefited Parcel which is collected by the District during the term hereof shall be paid to the LCMWC, or such assignee as the LCMWC shall designate, within sixty (60) days from the date of receipt by the District.

3. **Eligible Reimbursement Costs.** The eligible reimbursement costs shall be determined by the District and shall include but not be limited to the items listed on Exhibit "B" attached hereto. District Costs, as defined in District Resolution 17-621 Paragraph 2 – Application Procedure/Deposit, and costs associated with the individual sewer laterals, shall not be eligible for reimbursement.

4. **Reimbursement Limitations.** The total of all Reimbursement Charges paid to the LCMWC or its assignees hereunder shall not exceed five-sixths (5/6) of the total eligible reimbursement costs (as determined by the District in accordance with Section 3) allocable to the Benefited Parcels. No payments shall be made to the LCMWC or its assignees from any fees or charges collected by the District other than the Reimbursement Charges imposed on Benefited Parcels.

5. **Term.** Unless terminated earlier as provided in Section 7 hereof, the term of this Agreement shall expire five (5) years after the date that the Sewer Extension is accepted by the District's Governing Board. Any Reimbursement Charges collected by the District following the expiration of the term of this Agreement shall belong to the District.

6. **Assignment.** The LCMWC's right to receive the Reimbursement Charge hereunder is personal to the LCMWC, shall not run with or be appurtenant to the LCMWC Parcel and shall survive the sale by the LCMWC of the LCMWC Parcel. The LCMWC's rights hereunder may be assigned; provided, however, that any such assignment shall not release the LCMWC from any obligations hereunder. The LCMWC shall promptly notify the District of any such assignment.

7. **Prepayment by District.** The District may, at its option, at any time during the term hereof, pay to the LCMWC the full amount of the Reimbursement Charges payable hereunder, at which time this Agreement shall terminate.

8. **Miscellaneous Provisions.**

8.1 **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, or DHL), or (d) sent by facsimile or email transmission using the contact information set forth below.

To the District:

One William Moffett Place
Goleta, CA 93117
Fax: (805) 964-3583
Email: info@goletasanitary.org

To the LCMWC:

695 Via Tranquila
Santa Barbara, CA 93110
Fax: (805) 967-8102
Email: office@lacumbrewater.com

The LCMWC and any assignee of the LCMWC's right hereunder agree to keep the District informed regarding their current address and contact information at all times during the term of this Agreement. If they fail to do so, the District shall have no obligation to pay to the LCMWC or such assignee any Reimbursement Charge collected by the District.

8.2 **Successors.** Subject to Section 6, above, this Agreement shall be binding upon and shall inure to the benefit of the respective successors, permitted assigns, executors, administrators and heirs of the parties.

8.3 **Indemnification.** The LCMWC shall indemnify, defend and hold harmless the District and its directors, managers, officers, employees, agents, successors and

assigns from and against any and all damages, claims, demands, obligations, liens, liabilities, actions, causes of actions, proceedings, penalties, forfeitures, losses, costs or expenses, including attorneys' fees, arising in connection with the District's enforcement and/or administration of this Agreement, with the sole exception of liability arising as a direct result of the District's negligence.

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

8.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to 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 determined to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and unenforceable to the fullest extent permitted by law.

8.6 Waivers. No waiver of any breach of any provision herein and no delay in enforcing performance of any obligation hereunder shall be deemed a waiver of any preceding or succeeding breach, or of any other provision herein, and no such waiver or delay shall impair any right, power or remedy relating to the breach. 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.

8.7 Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

8.8 Entire Agreement/Amendments. 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, including the Reimbursement Agreement dated March 4, 2019 between LCMWD and the District. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto. All exhibits, schedules and appendices attached to this Agreement are incorporated herein by reference and are made a part hereof.

8.9 Construction. Headings at the beginning of each section, subsection, paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections, subsections, paragraphs and subparagraphs are to this Agreement.

8.10 Governing Law. The parties agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Santa Barbara, State of California, United States of America.

8.11 Signatures/Copies. 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. If executed copies of this Agreement, or if any notices or other written communications permitted or required hereunder, are provided by one party to the other(s) by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.


8.12 No Precedent. No precedent shall be established by this Agreement. The District shall not be required to enter into a reimbursement agreement or similar arrangement with any of the owners of the Benefited Parcels or with the owners of any other property in the future.

[Signatures are set forth on the following page.]

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

“LCMWC”

LA CUMBRE MUTUAL WATER
COMPANY

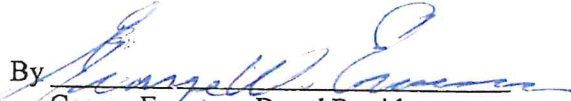
By 
(Signature)

Mike Alvarado General Manager
(Printed Name and Title)

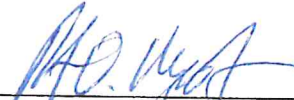
Date: 11/6/19

“DISTRICT”

GOLETA SANITARY DISTRICT,
a public agency

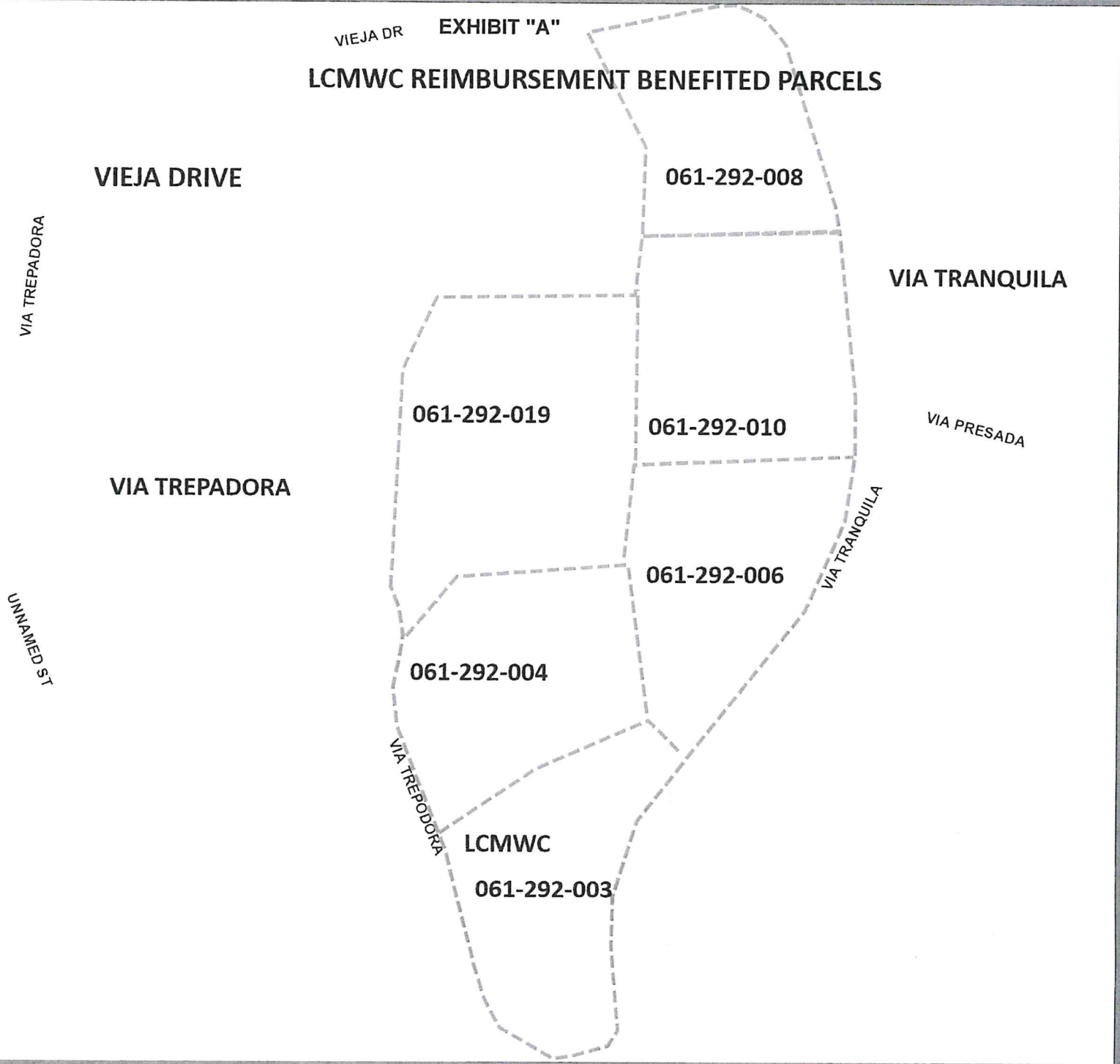
By 
George Emerson, Board President

COUNTERSIGNED

By 
Robert O. Mangus, Jr., Board Secretary

Date: 11/06/19

VIEJA DR EXHIBIT "A"
LCMWC REIMBURSEMENT BENEFITED PARCELS

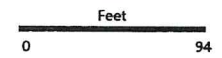


GOLETA SANITARY
Water Resource Recovery District

Key to Features

- Streets
- Tax Parcels

DISCLAIMER: This map is for reference only. Although every effort has been made to ensure the accuracy of information, errors and omissions originating from physical sources used to develop the database may be reflected on this map. No level of accuracy is claimed for the boundary lines shown here and lines should not be used to obtain coordinate values, bearings or distances.



State Plane California Zone V NAD 83
Santa Barbara County, California
Goleta Sanitary District

Compiled on ##-##-##
Provided by www.digi.com

Recorded in Official Records
County of Santa Barbara

JOSEPH E. HOLLAND
County Clerk-Recorder
DOC # 2020-0039598

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Goleta Sanitary District
1 William Moffett Place
Goleta, CA 93117
No Fee Per Government Code 6103

07/31/2020 Titles: 1 Pages: 7
04:33 PM
SBC Fees: \$0.00
Taxes: \$0.00
E18 CA SB2 Fee: \$0.00
Total: \$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Received

PROJECT: LCMWC
Documentary Transfer Tax \$0

AUG 10 2020

Goleta Sanitary District

GRANT OF RIGHTS IN SEWER LINES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned party or parties ("Grantor"), hereby grants to the GOLETA SANITARY DISTRICT, a public agency (the "District"), its successors and assigns, the following:

The sewer line(s) and appurtenances constructed by Grantor located within the easement described on Exhibits "A" and "B" attached hereto (the "Sewer Facilities").

The undersigned represents and warrants that the Sewer Facilities are free and clear of all liens and encumbrances and that Grantor has the full legal right to transfer the same. Grantor hereby agrees to indemnify, defend and hold harmless the District from any and all liabilities, costs (including attorneys' fees), liens and/or encumbrances relating to the Sewer Facilities and/or the construction thereof that accrued or related to events, actions or inactions prior to the acceptance of the Sewer Facilities by the District.

In consideration of the foregoing grant, the District agrees to assume responsibility for the maintenance, repair and replacement of the Sewer Facilities from and after the date of the District's acceptance of same; provided, however that Grantor hereby warrants and guarantees that the Sewer Facilities shall be free from defects in materials and workmanship for a period of two (2) years from the date of the District's acceptance. Grantor shall be responsible for the cost of any repairs or replacements during said two (2) year period that are required as a result of any such defects.

By accepting the foregoing grant of the Sewer Facilities, the District does not assume any obligations of Grantor in connection with the construction thereof, nor does the District agree to make any payment to Grantor for said Sewer Facilities.

GRANTOR(S)

Dated: 6/23/20

Michael Ochoa
(Signature)

MICHAEL ALVARADO
(Name Printed)

Dated: _____

(Signature)

(Name Printed)

ACKNOWLEDGEMENT OF GRANTOR

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

See Attached California Acknowledgement

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Barbara

On 6/23/2020 before me, Lori Cole, Notary Public,
(Here insert name and title of the officer)

personally appeared Michael Alvarado

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

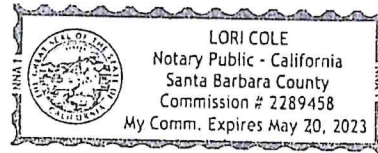
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant of rights in
(Title or description of attached document)

sewer lines
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Rights in Sewer Lines to the GOLETA SANITARY DISTRICT, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the District pursuant to authority conferred by resolution of the Governing Board adopted on March 15, 1993, and the District consents to recordation thereof by its duly authorized officer.

Date:

6/19/2020



Steve D. Wagner, P.E.
General Manager/District Engineer
Goleta Sanitary District

EXHIBIT A

That portion of Via Tranquila, a private road having a right of way width of 60 feet according to the map thereof recorded in Book 25 Page 20 of Maps in the Office of the County Recorder of the County of Santa Barbara, State of California, described as follows:

A strip of land 15 feet in width, lying 7.50 feet each side of the following described centerline:

Commencing at the point on the southwesterly line of Parcel 10 having a bearing of North 49° 43' 15" West according to the map recorded in Book 26 Page 105, being also a point on the right of way line of Via Tranquila, a private road having a right of way width 60 feet, thence South 06° 58' 42" West, 42.68 feet to the True Point of Beginning.

Thence, North 38° 45' 36" East, 206.35 feet to the beginning of a tangent curve concave to the west, having a radius of 300.00 feet;

Thence, northerly along the arc of said curve through a central angle of 16° 44' 03" an arc length of 87.62;

Thence, North 22° 01' 33" East, 113.20 feet;

Thence, North 03° 52' 22" West, 267.38 feet to the beginning of a tangent curve having a radius of 400.00 feet;

Thence, northwesterly along the arc of said curve through a central angle of 19° 14' 44" an arc length of 134.36 feet;

Thence, North 23° 07' 06" West, 111.44 feet to a point on the southerly right of way of Vieja Drive, a public road being also the Point of Ending.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the southerly right of way of said Vieja Drive.

END OF DESCRIPTION

Containing 13,805 Square Feet, 0.32 Acres

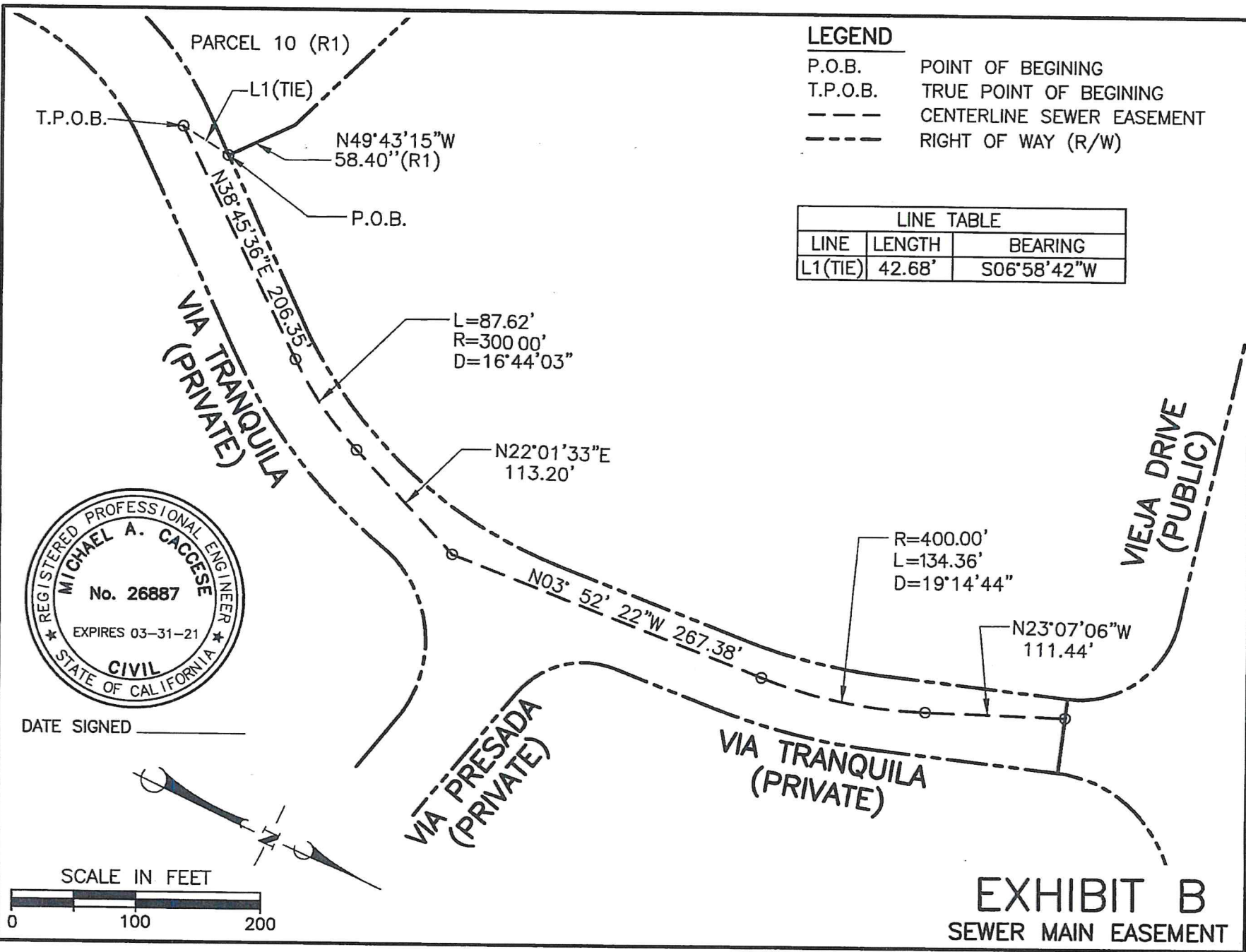
Prepared by:
Michael A. Caccese, RCE 26887
MAC Design Associates
1933 Cliff Drive, Suite 6

04830EASEMENT.DWG 06/08/20 08:50:21 AM PDT

LEGEND

- P.O.B. POINT OF BEGINING
- T.P.O.B. TRUE POINT OF BEGINING
- - - CENTERLINE SEWER EASEMENT
- - - - RIGHT OF WAY (R/W)

LINE TABLE		
LINE	LENGTH	BEARING
L1(TIE)	42.68'	S06°58'42"W



DATE SIGNED _____

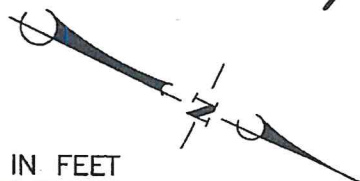


EXHIBIT B
 SEWER MAIN EASEMENT

**FIRST AMENDMENT
TO
AMENDED AND RESTATED REIMBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED REIMBURSEMENT AGREEMENT (“Amendment”), is dated as of November 4, 2024 (“Effective Date”) by and between the **GOLETA SANITARY DISTRICT**, a public agency (“District”), and **LA CUMBRE MUTUAL WATER COMPANY**, a mutual water company (“LCMWC”).

Recitals

A. The parties previously entered into that certain Amended And Restated Reimbursement Agreement (“Agreement”) dated as of November 4, 2019. A copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein by reference. The Agreement provides for the payment of reimbursement charges to LCMWC if one or more Benefitted Parcels use the Sewer Extension to connect to District’s public sewer system in the future. (Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning as set forth in the Agreement.)

B. LCMWC has requested that certain property described as 700 Via Tranquila, A.P.N.: 061-321-001 be included as a Benefitted Parcel under the Agreement (“Additional Benefitted Parcel”)

C. District is willing to include the Additional Benefitted Parcel under the Agreement subject to all terms and conditions which must be met prior to issuance of a sewer connection permit and connection of the Additional Benefitted Parcel to District’s sewer collection system. Said terms and conditions are set forth in District’s Administrative Code and include, but are not limited to: (1) payment of applicable fees and charges; (2) annexation of the Additional Benefitted Parcel to District’s service area; and (3) compliance with District’s Reimbursement Agreement Policy.

D. The parties desire to enter into this Amendment in order to set forth the terms and conditions for the inclusion of the Additional Benefitted Parcel under the Agreement.

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

1. **Additional Benefitted Parcel Included in Agreement.** The Additional Benefitted Parcel is hereby deemed to be included in the Agreement. As a result, all of the rights, obligations, terms and conditions which apply to Benefitted Parcels under the Agreement shall also apply to the Additional Benefitted Parcel. The Additional Benefitted Parcel shall be treated the same as, and shall be considered, a Benefitted Parcel for all purposes under the Agreement. As a result, the total number of Benefitted Parcels shall be deemed to be six (6) and along with the LCMWC Parcel, there shall be deemed to be seven (7) parcels included under the Agreement.

2. **Recital C of the Agreement.** Recital C of the Agreement is hereby deleted and replaced, in its entirety, with the following:

C. Six (6) additional parcels located on Via Tranquila and Via Trepadora adjacent the LCMWC Parcel, designated as Santa Barbara County Assessor's Parcel Nos. 061-242-004, 061-242-006, 061-242-008, 061-292-010, 061-292-019, and 061-321-001 are either undeveloped or currently utilize individual private septic systems, but could in the future utilize the Sewer Extension constructed by LCMWC to connect to the District's public sewer system and receive service from the District (the "Benefitted Parcels"). While there are other parcels across Via Tranquila from these identified parcels, the owners of those other parcels have not expressed interest or desire to annex into the District or to seek sewer service from the District. These other parcels are excluded from this Agreement. The Benefitted Parcels are depicted graphically on the map attached hereto as Exhibit "A".

3. **Recital D of the Agreement.** Recital D of the Agreement is hereby deleted and replaced, in its entirety, with the following:

D. The LCMWC Parcel and the Benefitted Parcels constitute seven (7) separate legal parcels. Accordingly, it is equitable to allocate one-seventh (1/7th) of the cost of the Sewer Extension to any Benefitted Parcel that utilizes the Sewer Extension within the term of this Agreement to connect to the District's public sewer system and receive service from the District. The costs associated with the construction of the Sewer Extension which are eligible for allocation to the Benefitted Parcels shall be determined by the District as set forth in Section 3 of this Agreement.

4. **Section 1. Reimbursement Charge.** Section 1 of the Agreement is hereby deleted and replaced, in its entirety, with the following:

1. **Reimbursement Charge.** If during the term of this Agreement the owner of a Benefited Parcel obtains a District Sewer Connection Permit from the District to provide sewer service by connecting the Benefited Parcel to the Sewer Extension, the District agrees to require such owner to pay a charge equal to one-seventh (1/7th) of the cost of the Sewer Extension (the “Reimbursement Charge”) to the District to cover the Benefited Parcel’s share of the cost of constructing the Sewer Extension. Said Reimbursement Charge shall be in addition to any connection fee, permit fee, inspection fee, service charge or any other payment imposed by the District as a condition to permitting the connection to the District’s sewer system and providing sewer service. Nothing hereunder shall prevent the District from imposing fees or charges other than the Reimbursement Charge on any property.

5. **Section 4. Reimbursement Limitations.** Section 4 of the Agreement is hereby deleted and replaced, in its entirety, with the following:

4. **Reimbursement Limitations.** The total of all Reimbursement Charges paid to the LCMWC or its assignees hereunder shall not exceed six-sevenths (6/7) of the total eligible reimbursement costs (as determined by the District in accordance with Section 3) allocable to the Benefited Parcels. No payments shall be made to the LCMWC or its assignees from any fees or charges collected by the District other than the Reimbursement Charges imposed on Benefited Parcels.

6. **Signatures/Copies.** This Amendment 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. If executed copies of this Amendment, or if any notices or other written communications permitted or required hereunder, are provided by one party to the other(s) by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.

7. **Balance Of Agreement To Remain In Full Force And Effect.** Except as expressly modified by this Amendment, all of the terms, conditions, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, the same are hereby expressly ratified and confirmed by the parties and any references to the Agreement herein or in the Agreement shall mean the Agreement as amended by this Amendment.

8. Authorization Of General Manager To Implement Amendment. The General Manager of the District, or his designee, is hereby authorized to take any and all action required to implement this Amendment including, but not limited to, making calculations or re-calculations of the Reimbursement Charge in order to address the inclusion of the Additional Benefitted Parcel as one of the Benefitted Parcels under the Agreement.

9. Incorporation Of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Amendment.

[Signatures are set forth on the following page.]

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

“LCMWC”

LA CUMBRE MUTUAL WATER
COMPANY

By _____
(Signature)

(Printed Name and Title)

Date: _____

“DISTRICT”

GOLETA SANITARY DISTRICT,
a public agency

By _____
Edward Fuller, Board President

COUNTERSIGNED

By _____
Robert O. Mangus, Jr., Board Secretary

Date: _____

EXHIBIT "A"
AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

[enclosed behind this page]

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: November 4, 2024

I. NATURE OF ITEM

Consideration of Proposed Annexation of 840 Puente Drive A.P.N. 061-272-005

II. BACKGROUND INFORMATION

Gary Reichel of Windward Design Services, LLC requested a Sewer Service Availability (SSA) letter on September 24, 2024, on behalf of the owners, James Salzman and Heather Stanford. The SSA letter was issued on October 9, 2024. There is an existing single-family residence (SFR) on the property that is being served by a failing septic system. The availability of existing District sewer facilities immediately in front of their property on Puente Drive have made annexation to the District the most viable option.

The 0.69-acre parcel, located at the southern end Puente Drive near Via Huerto, is not within the District's service area (sphere of influence). An application has been filed with LAFCO for a sphere of influence amendment and annexation on October 22, 2024. Mr. Salzman and Ms. Stanford propose to connect one existing SFR. Currently the existing parcel is being served by a failing septic system.

Staff received a letter from LAFCO dated October 22, 2024, requesting District review of the proposed annexation. A copy of the letter is attached to this report and is presented herein for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

It is the District's understanding that Mr. Reichel is preparing the LAFCO submittals required for the annexation to bring the property into the District boundary and jurisdiction.

This is a straightforward annexation boundary adjustment proposal for a single-family residential lot. Staff has reviewed the proposal and has prepared an SSA letter with standard conditions. As such, staff recommends the Board authorize the General Manager to inform LAFCO that the District does not object to the proposed annexation.

IV. REFERENCE MATERIAL

LAFCO Letter Dated October 22, 2024

Parcel Map of 840 Puente Drive

LAFCO

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ♦ Santa Barbara CA 93101
805/568-3391 ♦ FAX 805/568-2249
www.sblafco.org ♦ lafco@sblafco.org

October 22, 2024

Steve Wagner, General Manager
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

Subject: 840 Puente Dr – Sphere of Influence and Annexation to the Goleta Sanitary District (LAFCO № 24-07)

Dear Steve Wagner:

A petition has been submitted to the Santa Barbara County Local Agency Formation Commission (LAFCO) proposing the sphere amendment and annexation of territory to the Goleta Sanitary District. A copy of the proposal is attached to this letter for LAFCO Proceeding № 24-07. This proposal will annex land to your district.

The above-titled application has been filed with LAFCO on October 22, 2024. This notice is pursuant to Government Code Sections 56658 (b) and 56662 (c). The Proposed Project includes sphere amendment and annexation of approximately 0.69 acres of property into the Goleta Sanitary District for sewer service. The property is outside of the sphere of influence, but will be amended and is located at 840 Puente Drive north of Vieja Drive.

We request that you review these documents and notify us of any questions, comments, concerns or conditions you have. If you identify conditions for this project, please explain why they are necessary. We also welcome any additional comments you wish to make concerning this proposal.

By state law your district has 60 days in which to request termination of these proceeding pursuant to Government Code Sections 56857. Please respond with your comments before November 21, 2024. Your input will be considered in the preparation of the staff report that will be presented to LAFCO.

This proposal will be on LAFCO's November 7, 2024 agenda for information purposes only. You will be notified in advance before LAFCO considers the merits of the proposal.

Sincerely,



Mike Prater
Executive Officer

Attachments:
Petition, Questionnaires, Map and Legal

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

Questionnaire for Amending a Sphere of Influence,

(Attach additional sheets as necessary)

Sphere of Influence of [840 Puente Drive, Santa Barbara, CA 93110, APN 061-272-005](#)

Purpose of the proposal

1. Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit.

[The Proposal is being filed so Parcel APN: 061-272-005 may be Annexed so the single-family residence may connect to the Goleta Sanitary District's system.](#)

Consultation with the County (City sphere changes only)

2. Provide documentation regarding consultation that has occurred between the City and the County with regard to agreement on boundaries, development standards and zoning requirements for land in the proposed sphere as required by Government Code §56425.

[N/A](#)

Description of area to be included in the sphere

3. What area is proposed to be included in the sphere? Attach a map identifying the current sphere and the proposed addition. What is the acreage?

[See attached GSD - Existing Map and GSD - Boundary Change Map](#)

[.69 acres.](#)

4. Why was it decided to use these boundaries?

[The new boundary line follows the existing rear boundary lines of the two adjacent properties that run along Viega Drive. Please see attached Annexation Survey.](#)

5. What are the existing land uses for the proposal area? Be specific.

[RES-1.0, single-family residence](#)

6. Are there proposed land uses for the proposal area? Be specific.

[The proposed land uses will not change from RES-1.0, single family residence.](#)

Relationship to Existing Plans

7. Describe current County general plan and zoning designations for the proposal area.

General plan RES-1.0, and zoning 1-E-1

8. Describe any City general plan and rezoning designations for the proposal area.

RES-1.0

Environmental Assessment

9. What is the underlying project? Who is the lead agency? What type of environmental document has been prepared for the proposed project?

The project consists of abandoning the existing septic system and connecting single-family residence sewage drainage system to Goleta Sanitary District's system.

LAFCO

CEQA Notice of Exemption - LAFCO

Justification

10. To assist LAFCO in making determinations pursuant to Government Code §56425, please provide information relevant to each of the following:
- A. Present and planned uses in the area, including agricultural and open-space lands.
[Present and planned uses are to remain as RES and Recreation/Open Space](#)
 - B. Present and probable needs for public facilities and services in the area.
[As with this application, the need for public sanitary facilities is present.](#)
 - C. Present capacity of public facilities and adequacy of public services the affected agency provides or is authorized to provide.
[Please see attached Goleta Sanitary District Service Availability Letter](#)
 - D. Existence of any social or economic communities of interest in the area.
[None](#)
 - E. The present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing Sphere of Influence.
[None](#)

Additional Comments

11. Provide any other comments or justifications regarding the proposal.
[We respectfully request this Application be expedited as the current septic system is near or at capacity and will not make it through a wet season.](#)
12. Enclose any pertinent staff reports and supporting documentation related to this proposal.
[N/A](#)
13. Notices and Staff Reports

Application to Amend Sphere of Influence
Page Two

N/A

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

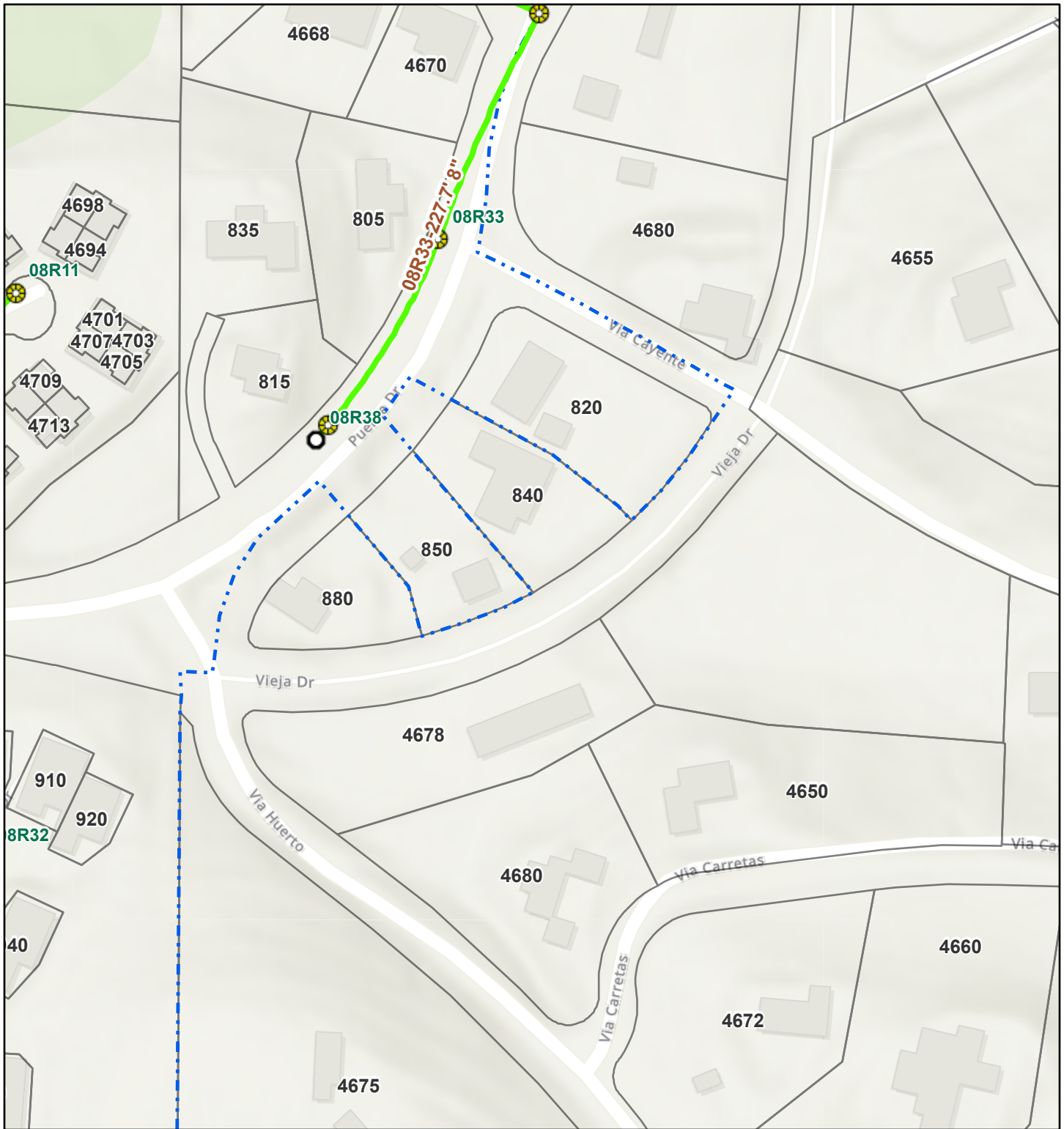
<u>Name</u>	<u>Address</u>	<u>Email</u>
1. Heather Stanford	840 Puente Drive, Santa Barbara, CA 93110	heatherstanford@icloud.com
2. James Salzman	840 Puente Drive, Santa Barbara, CA 93110	salzman@ucsb.edu
3. Stephen Martorano		stephen@martoranoconstruction.com

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone</u>
Windward Engineering - Gary Reichel 93101 gary.reichel@windwardeng.com	1825 State Street, STE 102, Santa Barbara, CA	O: 805-845-6601 C: 845-625-3605	






Signature  Date 10/16/2024

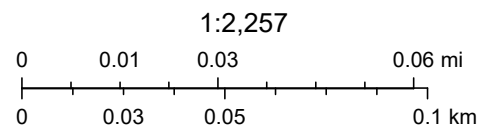
Existing Boundary Goleta Sanitary District



7/12/2024, 4:22:08 PM

Structures Sewer Pipe

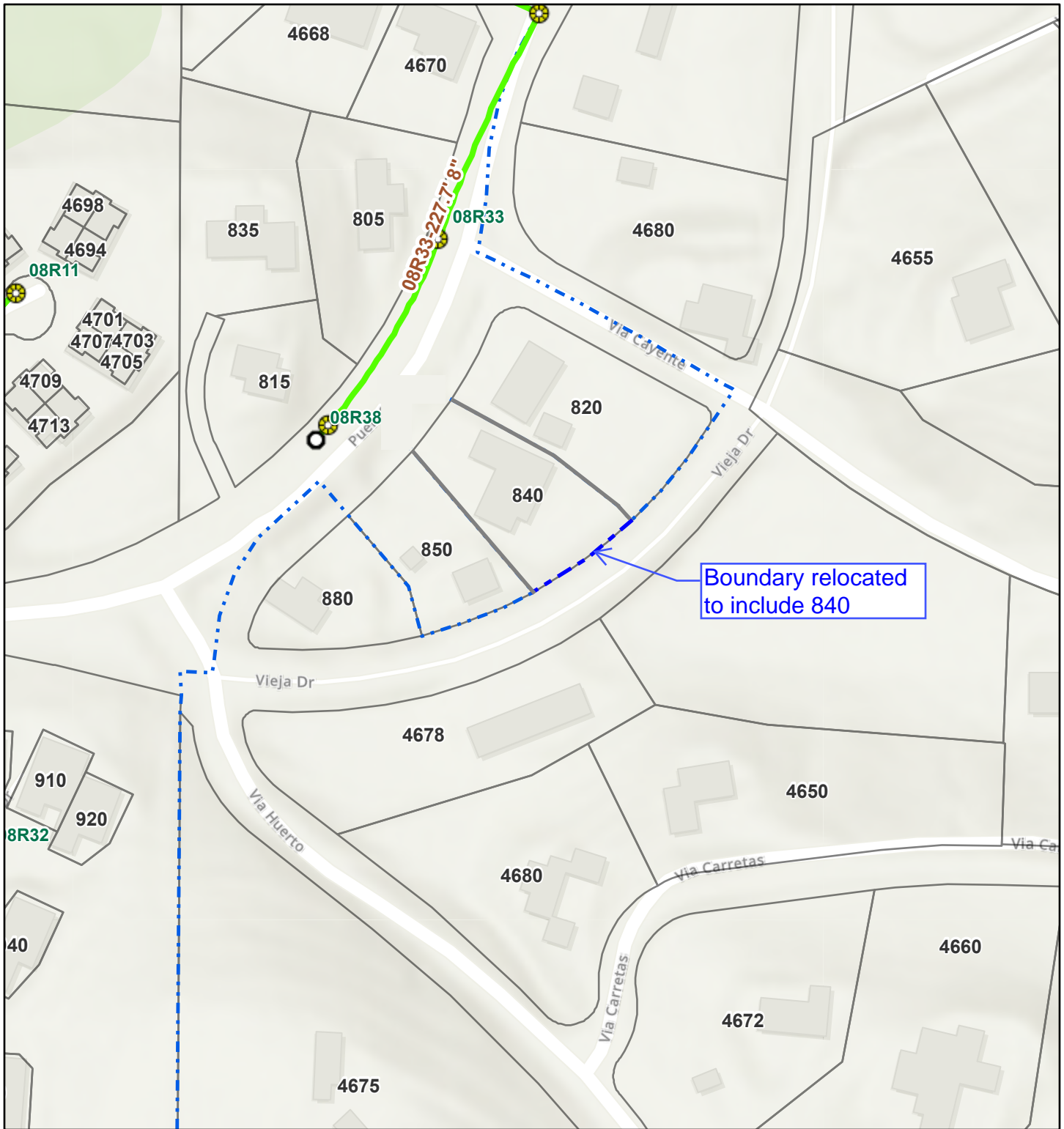
-  CO
-  SANITARY SEWER
-  MH
-  Goleta Sanitary District Boundary
-  Parcels



Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Goleta Sanitary District

Change to Boundary Goleta Sanitary District



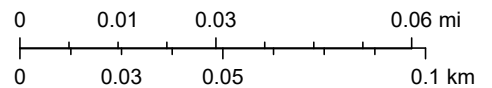
Boundary relocated to include 840

7/12/2024, 4:22:08 PM

1:2,257

Structures Sewer Pipe

- CO
- MH
- SANITARY SEWER
- Goleta Sanitary District Boundary
- Parcels
- Boundary Removed



Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Goleta Sanitary District

TO:

Local Agency Formation Commission
County of Santa Barbara
105 East Anapamu Street, Rm 407
Santa Barbara, CA 93101

To be filled in by LAFCO

File No: _____
Date Presented: _____
Officially Filed: _____
Designated as: _____

LAFCO Action: _____
Date: _____

PETITION FOR

Annexation of Parcel APN 061-272-005

(Name of Proposal)

The undersigned by their signature hereon DO HEREBY REPRESENT REQUEST AND PETITION as follows:

1. The proposal is made pursuant to Part 3, Division 3, and Title 5 of the California Government Code (commencing with Section 56000, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).
2. The nature of the proposed change of organization (i.e., annexation, detachment, Reorganization, etc.) is/are:

Annexation of parcel so single-family residence may connect to Goleta Sanitary District's sewer system.

3. The name or names of all districts and/or cities for which any such change or organization is proposed is as follows:

Goleta Sanitary District

4. The names of all other affected counties, cities and districts are:

None

5. The territory(ies) proposed for Goleta Sanitary District

is/are: inhabited

(**uninhabited** (less than 12 people) or **inhabited** (12 or more people))

6. This proposal is is not within the sphere of influence of the affected city and/or district.

(Circle one)

7. Complete description of the exterior boundaries of the territory proposed for annexation.
Please attach legal description to this petition. [Legal Annexation Survey attached.](#)

8. Do the boundaries of the districts or cities listed above overlap or conflict with the boundaries of the proposed annexation? _____ Yes X No

If yes, justify the need for overlapping or conflicting boundaries:

9. List any of the districts or cities, as above-listed, which possess authority to perform the same or similar function as requested herein.

[Goleta Sanitary District](#)

(Name of public agency or agencies)

10. Do the boundaries of the territory proposed split lines of assessment?
_____ Yes X No

11. Do the boundaries of the territory proposed create an island or corridor of unincorporated territory or a strip? _____ Yes X No

If yes, justify the necessity for the island corridor or strip:

12. If the proposed boundary follows a street or highway, does it follow the center of the street or highway? _____ Yes X No

13. It is desired that this proposal provide for and be made subject to the following terms and conditions:

A. [N/A](#) _____

B. _____

14. The reasons for this proposal are:

A. Annexation of parcel so single-family residence may connect to Goleta Sanitary District's sewer system.

B. _____

15. The persons signing this petition have signed as _____ registered voters **OR** X owners of land.

16. If the formation of a new district is included in the proposal:

A. The principal act(s) under which said district(s) is/are proposed to be formed is/are: _____
N/A

B. The proposed name(s) of the new district(s) is/are: _____
N/A

C. The boundaries of the proposed new district(s) are as described in Exhibit(s) _____,
N/A, heretofore incorporated herein.

17. If an incorporation or formation of a district is in the proposal:

A. The proposed name of the new city/district is: N/A

B. Provisions are requested for appointment of: N/A

i. City/District Manager _____ Yes _____ No

ii. City Clerk & City Treasurer _____ Yes _____ No
(City only)

C. Number of members proposed for initial Board of Directors/City Council, pursuant to Chapter Three commencing with §61120. (Please check one, below.) N/A
_____ 3 (Three) _____ 5 (Five)

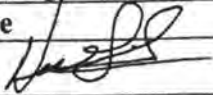
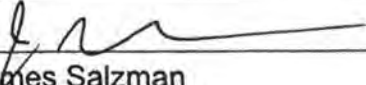
18. If the proposal includes the consolidation of special districts, the proposed name of the consolidated district(s) is/are: N/A

19. How will the new district be financed?

Owner responsibility

20. Proponents of this proposal: (Names of Chief Petitioners, not to exceed three (3), who hereby request that proceedings be taken in accordance with the provisions of Section 56000, et. seq. of the Government Code and herewith affix signatures) as follows:

Please sign on the top line and print on the line below.

Name	Mailing Address
1. 	840 Puente Drive
Heather Stanford	Santa Barbara, CA 93110
2. 	840 Puente Drive
James Salzman	Santa Barbara, CA 93110
3.	

When a form is completed and the requisite number of qualified signatures has been obtained (after circulation), the petition is to be filed with the Executive Officer.

The petition and signature sheets must be left intact. Removal of the signature sheets from one counterpart to another counterpart will invalidate the entire petition.

NOTE: THIS PAGE MUST BE COMPLETED AND ATTACHED TO EACH PETITION.

According to Election Code, Section 104, whenever any petition is submitted to the elections official, each section of the petition shall have attached to it a declaration signed by the Circulator of the petition, setting forth, in the Circulator's own hand, the following:

PRINTED NAME OF CIRCULATOR (including given name, middle name or initial and last name):

Gary S. Reichel - Windward Engineering

RESIDENCE ADDRESS OF CIRCULATOR:

1825 State Street, STE 102, Santa Barbara, CA 93101

DATES ON WHICH ALL SIGNATURES TO THE PETITION WERE OBTAINED:

Starting date: 10/15/2024

Ending date: 10/15/2024

The Circulator, by affixing his/her signature below, hereby certifies:

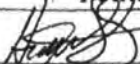
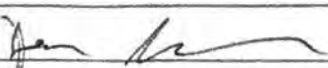
1. That the Circulator circulated the attached petition and witnessed the appended signatures being written;
2. That, according to the best information and belief of the Circulator, each signature is the genuine signature of the person whose name it purports to be;
3. That the Circulator shall certify to the content of the declaration as to its truth and correctness, under penalty or perjury under the laws of the State of California, with the signature of his or her name at length, including given name, middle name or initial, and last name.

10/16/2024
Date

Gary Keith
Name (as required above)

As a signer of this Petition, I hereby certify that I have read the content of the Petition and request that proceedings be taken for the proposal as provided by said Petition.

PLEASE SIGN NAME ON THE TOP LINE
PRINT NAME ON THE SECOND LINE

Date signed	Signature & printed name of Petitioners	Residential Address of Petitioners	Official Use Only
10/15/24	Sign: 	840 Puente Drive	
	Print: Heather Stanford	Santa Barbara, CA 93110	
10/15/24	Sign: 	840 Puente Drive	
	Print: James Salzman	Santa Barbara, CA 93110	
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
	Print:		

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

**Proposal Justification Questionnaire for Annexations,
Detachments and Reorganizations**

(Attach additional sheets as necessary)

1. Name of Application: (The name should match the title on the map and legal description; list all boundary changes that are part of the application)

Goleta Sanitary District, 840 Puente Drive.
Boundary change for APN: 061-272-005

2. Describe the acreage and general location; include street addresses if known:

840 Puente Drive, Santa Barbara, CA 93110
.69 Acres
Residence is located between Eastern Goleta Valley and Hope Ranch

3. List the Assessor's Parcels within the proposal area:

061-272-005 - Subject Property

4. Purpose of proposal: (Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit.)

The proposal is being filed so the subject property may connect to Goleta Sanitary District's sewer system. Subject properties current septic system is at the end of its' useful life.

5. Land Use and Zoning - Present and Future

A. Describe the existing land uses within the proposal area. Be specific.

RES 1.0 - Single Family Residence

B. Describe any changes in land uses that would result from or be facilitated by this proposed boundary change.

Land use will remain as RES 1.0, Single-Family Residence

C. Describe the existing zoning designations within the proposal area.

1-E-1

- D. Describe any proposed change in zoning for the proposal area. Do the existing and proposed uses conform with this zoning?

There are no proposed changes to zoning.

- E. (For City Annexations) Describe the rezoning that will apply to the proposal area upon annexation. Do the proposed uses conform with this rezoning?

N/A

- F. List all known entitlement applications pending for the property (i.e., zone change, land division or other entitlements).

There are no pending applications.

6. Describe the area surrounding the proposal

Using Table A, describe existing land uses, general plans and zoning designations for lands adjacent to and surrounding the proposal area. The application is incomplete without this table.

See Table A

7. Conformity with Spheres of influence

- A. Is the proposal area within the sphere of influence of the annexing agency? No

- B. If not, include a proposal to revise the sphere of influence. See Sphere of Influence Proposal

8. Conformity with County and City General Plans

- A. Describe the existing County General Plan designation for the proposal area.

RES-1.0

- B. (For City Annexations) Describe the City general plan designation for the area.

N/A

- C. Do the proposed uses conform with these plans? If not, please explain.

Yes

9. Topography and Natural Features

- A. Describe the general topography of the proposal area and any significant natural features that may affect the proposal.

Topography and natural features will not be affected

- B. Describe the general topography of the area surrounding the proposal.

Gently sloped with rolling hills

10. Impact on Agriculture

- A. Does the affected property currently produce a commercial agricultural commodity?

No

- B. Is the affected property fallow land under a crop rotational program or is it enrolled in an agricultural subsidy or set-aside program?

No

- C. Is the affected property Prime Agricultural Land as defined in Government Code §56064?

No

- D. Is any portion of the proposal area within a Land Conservation (Williamson) Act contract?

No

- 1) If “yes,” provide the contract number and the date the contract was executed.
- 2) If “yes”, has a notice of non-renewal be filed? If so, when?
- 3) If this proposal is an annexation to a city, provide a copy of any protest filed by the annexing city against the contract when it was approved.

11. Impact on Open Space

Is the affected property Open Space land as defined in Government Code Section 65560?

No

12. Relationship to Regional Housing Goals and Policies (City annexations only) [N/A](#)

If this proposal will result in or facilitate an increase in the number of housing units, describe the extent to which the proposal will assist the annexing city in achieving its fair share of regional housing needs as determined by SBCAG.

13. Population

A. Describe the number and type of existing dwelling units within the proposal area.

(1) single-family residence

B. How many new dwelling units could result from or be facilitated by the proposal?

Single-family 0 Multi-family 0

14. Government Services and Controls – Plan for Providing Services (per §56653)

A. Describe the services to be extended to the affected territory by this proposal.

Goleta Sanity District sewer service

B. Describe the level and range of the proposed services.

Single sewer lateral connection from residential sewer drainage system to Goleta Sanitary District system, running approximately 206-feet to GSD main connection.

C. Indicate when the services can feasibly be provided to the proposal area.

They are existing. Please see Exhibit B. Upon LAFCO completion of annexation, County building permit issuance and EHS septic tank abandonment approval.

D. Indicate any improvements or upgrading of structures, roads, sewers or water facilities or other conditions that will be required as a result of the proposal.

Sewer facilities are existing with only residential sewer lateral connection required.

E. Identify how these services will be financed. Include both capital improvements and ongoing maintenance and operation.

Owner responsibility

F. Identify any alternatives for providing the services listed in Section (A) and how these alternatives would affect the cost and adequacy of services.

None

15. Ability of the annexing agency to provide services

Attach a statement from the annexing agency describing its ability to provide the services that are the subject of the application, including the sufficiency of revenues (per Gov't Code §56668j).

Please see attached [Goleta Sanitary District Service Availability Letter](#).

16. Dependability of Water Supply for Projected Needs (as per §56653)

If the proposal will result in or facilitate an increase in water usage, attach a statement from the retail water purveyor that describes the timely availability of water supplies that will be adequate for the projected needs.

N/A

17. Bonded indebtedness and zones – These questions pertain to long term debt that applies or will be applied to the affected property.

A. Do agencies whose boundaries are being changed have existing bonded debt? N/A
If so, please describe.

B. Will the proposal area be liable for payment of its share of this existing debt? N/A
If yes, how will this indebtedness be repaid (property taxes, assessments, water sales, etc.)

C. Should the proposal area be included within any 'Division or Zone for debt repayment?
If yes, please describe. N/A

D. (For detachments) Does the detaching agency propose that the subject territory continue to be liable for existing bonded debt? N/A . If yes, please describe.

18. Environmental Impact of the Proposal

A. Who is the "lead agency" for this proposal? LAFCO

B. What type of environmental document has been prepared?

None, Categorically Exempt -- Class 1

EIR _____ Negative Declaration _____ Mitigated ND _____

Subsequent Use of Previous EIR _____ Identify the prior report. _____

- C. If an EIR has been prepared, attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."

19. Boundaries

- A. Why are these particular boundaries being used? Ideally, what other properties should be included in the proposal?

Parcels adjacent to 840 Puente Drive are already annexed into Goleta Sanitary District and receive sewer service from the existing sewer main that runs along Puente Drive.

APN:

061-272-005 - Subject Property

- B. If any landowners have included only part of the contiguous land under their ownership, explain why the additional property is not included. *N/A*

20. Final Comments

- A. Describe any conditions that should be included in LAFCO's resolution of approval.
- B. Provide any other comments or justifications regarding the proposal.

We respectfully request this Application be expedited as the current septic system is near or at capacity and will not make it through a wet season.

- C. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.


21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

	<u>Name</u>	<u>Address</u>	<u>Email</u>
A.	Heather Stanford	840 Puente Drive, Santa Barbara, CA 93110	heatherstanford@icloud.com
B.	James Salzman	840 Puente Drive, Santa Barbara, CA 93110	salzman@ucsb.edu
C.	Stephen Martorano		stephen@martoranoconstruction.com

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone</u>
Windward Engineering - Gary Reichel gary.reichel@windwardeng.com	1825 State Street, STE 102, Santa Barbara, CA 93101	O: 805-845-6601 C: 845-625-3605	

Signature 

Date 10/16/2024

TABLE A

Information regarding the areas surrounding the proposal area

	Existing Land Use	General Plan Designation	Zoning Designation
East	Residential	RES-1.0	1-E-1
West	Residential	RES-1.0	1-E-1
North	Residential	RES-1.0	1-E-1
South	Residential	RES-1.0	1.5-EX-1

Other comments or notations:

We respectfully request this Application be expedited as the current septic system is near or at capacity and will not make it through a wet season.

Exhibit B

LAFCO 24-
 Salzman Annexation to Goleta Sanitary District
 APN 061-272-005
 840 Puente Drive
 Santa Barbara, CA 93110

Approved As To Form And Surveying Content




Aleksandar Jevremovic, PLS 8378
 Santa Barbara County Surveyor

LAFCO 96-09
 Inst 97-000612 OR
 McGrath Annexation to
 Goleta Sanitary District

Por. Lot 13
 15 MS 117-126
 See 26 RS 24
 APN 061-272-005
 0.69 ac. - 30,056 sq. ft.
 more or less

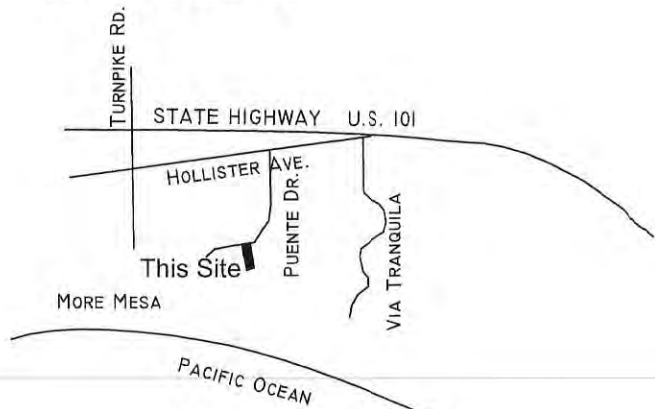
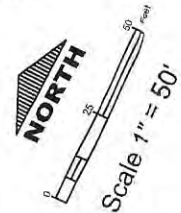
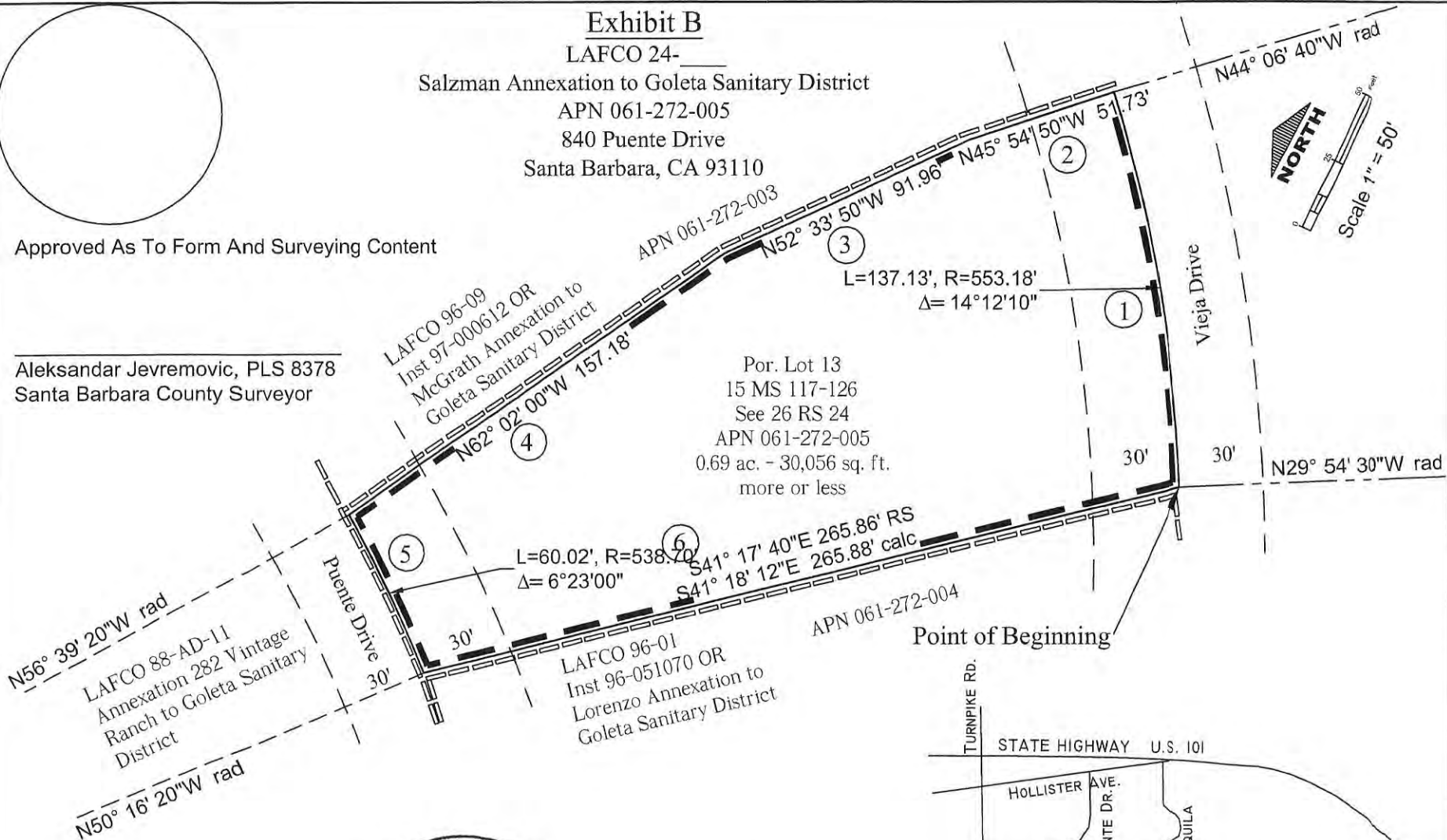
LAFCO 96-01
 Inst 96-051070 OR
 Lorenzo Annexation to
 Goleta Sanitary District

LAFCO 88-AD-11
 Annexation 282 Vintage
 Ranch to Goleta Sanitary
 District

- LEGEND**
-  Existing District
 -  Proposed Annex.
 -  Course in Legal Description
 - OR Official Record



Joel F. Avakian, PLS 7324
 208 Park Road Ojai, CA 93023
 805-646-7242



Vicinity Map
 Not to Scale

Exhibit A

LAFCO 24-_____

Salzman Annexation to Goleta Sanitary District

APN 061-272-005

Legal Description

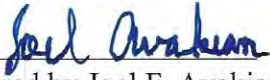
That portion of Lot 13 as shown on Sheet 2 of 10 sheets on the map of Tract No. 1, La Cumbre Estates, being a subdivision of a portion of Hope Ranch, filed with the County Recorder of Santa Barbara County, State of California, in Book 15 of Maps, at pages 117-126 inclusive, described as follows and depicted on the map filed in Book 26 of Records of Surveys, Page 24, in the office of the County Recorder of said County and State:

Beginning at the southeast corner of the 0.690 acre parcel shown on said Record of Survey, said corner being a point on a curve concave northwesterly in the centerline of Vieja Drive, 60.00 feet wide, having a radius of 553.18 feet, a radial bearing of N29° 54' 30"W, said corner also being the northeasterly corner of the Lorenzo Annexation to the Goleta Sanitary District, LAFCO 96-01, recorded August 21, 1996 as Instrument No. 96-051070 OR, in the office of said County Recorder; thence, along the centerline of said Puente Drive,

- 1) Along the arc of said curve having a central angle of 14° 12' 10", an arc length of 137.13 feet to the northeast corner of said 0.690 acre parcel, said corner also being the southeast corner of the McGrath Annexation to the Goleta Sanitary District, LAFCO 96-09, recorded January 6, 1997 as Instrument No. 1997-000612 OR; thence, departing said centerline and continuing along said McGrath Annexation boundary the following three courses,
- 2) N45° 54' 50"W, 51.73 feet; thence,
- 3) N52° 33' 50"W, 91.96 feet; thence,
- 4) N62° 02' 00"W, 157.18 feet to the northwest corner of said 0.690 acre parcel, the southwest corner of said McGrath Annexation and a point in the centerline of Puente Drive, 60.00 feet wide, said corner also being a point in the Vintage Ranch Annexation No. 282 to the Goleta Sanitary District, LAFCO 88-AD-11 dated October 17, 1988 filed in the office of the County Surveyor of Santa Barbara County, said corner also being a point in a curve concave westerly having a radius of 538.70 feet, a radial bearing of N56° 39' 20"W; thence, along the centerline of said Puente Drive and said Vintage Ranch Annexation,
- 5) Along the arc of said curve through a central angle of 6° 23' 00", an arc length of 60.02 feet to the southwest corner of said 0.690 acre parcel, said corner also being the northwest corner of said Lorenzo Annexation; thence, departing said centerline and said Vintage Ranch Annexation and along said Lorenzo Annexation,
- 6) S41° 18' 12"E, 265.88 feet (calculated closure), shown as S41° 17' 40"E, 265.86 feet on said Record of Survey, to the Point of Beginning

Containing 30,036 sq. ft./0.690 acres more or less

End of Description



Prepared by Joel F. Avakian, PLS 7324

Approved As To Form
And Surveying Content

Aleksandar Jevremovic, PLS 8378
Santa Barbara County Surveyor

Parcel Map Check Report

Client:

Client

Client Company

Address 1

Date: 10/3/2024 10:57:02 AM

Prepared by:

Preparer

Your Company Name

123 Main Street

Parcel Name: Site 1 - Property : 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:9,974.1319'

East:11,076.4185'

Segment# 1: Curve

Length: 137.13'

Radius: 553.18'

Delta: 14.2028 (d)

Tangent: 68.92'

Chord: 136.77'

Course: S52° 59' 25"W

Course In: N44° 06' 40"W

Course Out: S29° 54' 30"E

RP North: 10,371.3103'

East: 10,691.3765'

End North: 9,891.8005'

East: 10,967.1996'

Segment# 2: Line

Course: N41° 18' 12"W

Length: 265.88'

North: 10,091.5364'

East: 10,791.7068'

Segment# 3: Curve

Length: 60.02'

Radius: 538.70'

Delta: 6.3833 (d)

Tangent: 30.04'

Chord: 59.99'

Course: N36° 32' 10"E

Course In: N50° 16' 20"W

Course Out: S56° 39' 20"E

RP North: 10,435.8415'

East: 10,377.3981'

End North: 10,139.7337'

East: 10,827.4180'

Segment# 4: Line

Course: S62° 02' 00"E

Length: 157.18'

North: 10,066.0230'

East: 10,966.2426'

Segment# 5: Line

Course: S52° 33' 50"E
North: 10,010.1226'

Length: 91.96'
East: 11,039.2617'

Segment# 6: Line

Course: S45° 54' 50"E
North: 9,974.1321'

Length: 51.73'
East: 11,076.4191'

Perimeter: 763.89'
Error Closure: 0.0007
Error North : 0.00021

Area: 30,036.29Sq.Ft.
Course: N71° 24' 57"E
East: 0.00062

Precision 1: 1,091,285.71

AGENDA ITEM #4

AGENDA ITEM: 4

MEETING DATE: November 4, 2024

I. NATURE OF ITEM

Discussion and Consideration of Interim Out-of-Agency Service Agreement for the Salzman Property at 840 Puente Drive A.P.N. 061-272-005

II. BACKGROUND INFORMATION

On behalf of the property owners, James Salzman and Heather Stanford, Gary Reichel with Windward Design Services, LLC has requested to enter into an Out-of-Agency Service Agreement (OASA) with the District to allow the sewer connection of their property while the annexation of this property to the District is completed through LAFCO. Mr. Salzman and Ms. Stanford have been informed by Sanitation System Contractor Eldon H. Smith & Sons that the septic system for the property is failing and in need of replacement. Marilyn Merrifield with County of Santa Barbara Environmental Health Services is aware of the condition of the septic system and is hopeful that an OASA can be expedited. The availability of existing District sewer facilities immediately in front of the property on Puente Dr. have made annexation to the District the most viable option. While Mr. Reichel has submitted an annexation application to LAFCO, approval for annexation is not expected for some period of time.

III. COMMENTS AND RECOMMENDATIONS

A Draft OASA has been prepared by District legal counsel and is attached for Board consideration. This agreement will ultimately need to be approved by LAFCO and, since the property is outside of the jurisdictional boundary and sphere of influence of the District, the owners will need to make sure this agreement is allowed by LAFCO for this particular situation. Finally, the District's Administrative Code requires that the District's Governing Body only allow such agreements on a case-by-case basis.

Given the urgent need for the OASA and the ease with which sewer services can be provided to this parcel by connecting to a District sewer main fronting the property, staff recommends the Board approve the OASA subject to any changes it wishes to make and direct staff to notify the owners and LAFCO Executive Director Michael Prater.

IV. REFERENCE MATERIAL

Windward Design Services Request Letter

Eldon H. Smith & Sons Septic System Condition Letter

Email from County of Santa Barbara Environmental Health Services

Parcel Map of 840 Puente Drive

Draft Out-of-Agency Service Agreement

10/08/2024

Steve Wagner - General Manager
Goleta Sanitary District
1 William Moffett Place
Goleta, CA 93117

James Salzman & Heather Stanford
840 Puente Drive
Santa Barbara, CA 93110

Subject: Out of Agency Service Agreement - APN: 061-272-005

Dear Mr. Wagner,

On behalf of James Salzman and Heather Stanford, we hereby request approval of the Goleta Sanitary District for an Out-of-Agency Service Agreement. The existing septic system is beyond its useful life as evidenced by a visual inspection of the overflow inspection pipe back-up and saturation of the leach field. It is proposed to process this request under the provisions of the Cortese/Knox/Hertzberg Local Government Reorganization Act.

If you have any questions regarding this proposal, please feel free to contact me at (845) 625-3605 or email: gary.reichel@windwardeng.com.

Sincerely,



Gary Reichel
MEP Coordinator

Enclosure: Eldon H. Smith & Sons Condition Statement

Eldon H. Smith & Sons

6194 Magdalena Place
Goleta, Ca 93117
License # 254181

Oct. 8, 2024

Re: 840 Puente Drive

The system at 840 Puente Dr. consists of a 1500 gallon concrete septic tank and pump which pumps to a leach field above the property which is also a horse trail. The backyard has a high water table and is why the pump is needed to pump to the upper part of the property. The leach fields were originally built with the house, approximately 35 years ago, and are failing now. There is no room for extra leach fields, the system should be hooked to the main sewer.

Thanks again,
Don A. Smith
President
Eldon H. Smith & Sons

Reese Wilson | Goleta Sanitary District

From: Merrifield, Marilyn <MMerrifield@sbcphd.org>
Sent: Thursday, October 24, 2024 9:26 AM
To: Shamus O'Donnell | Goleta Sanitary District
Subject: FW: 840 Puente Drive - Septic System
Attachments: 840 Puente Dr_Septic Condition Statement.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Shamus,

I received the attached document. According to Don Smith this septic system is failing, and indicates there is no room for a repair. He has told me the effluent is pumped up the hill and current leachlines are in a horse trail ...in an easement. He also claims the water table is at 8 feet. With a water table that high, seepage pits cannot be installed. Hopefully you can expedite this out of service area agreement.

Thank you,

Marilyn Merrifield
Environmental Health Services
225 Camino Del Remedio
Santa Barbara, CA 93110
(805) 681-4941

From: Gary Reichel <gary.reichel@windwardeng.com>
Sent: Monday, October 21, 2024 9:34 AM
To: Merrifield, Marilyn <MMerrifield@sbcphd.org>
Subject: 840 Puente Drive - Septic System

Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.

Good morning Marilyn,

I'm working with Shamus O'Donnell of the Goleta Sanitary District and Mike Prater of LAFCO to have the property located at 840 Puente Drive annexed into GSD district. We are pursuing an Out-of-Agency Service with GSD to expedite the process of connecting to the GSD system.

The existing septic system is on its' last legs and could become an issue if we have any heavy rains. See attached condition statement from septic service provider.

Please let me know if EHS can provide any documentation to the Goleta Sanitary District or LAFCO that would help in expediting the Out-of-Agency Service Agreement.

Thank you,

Gary Reichel
MEP Coordinator



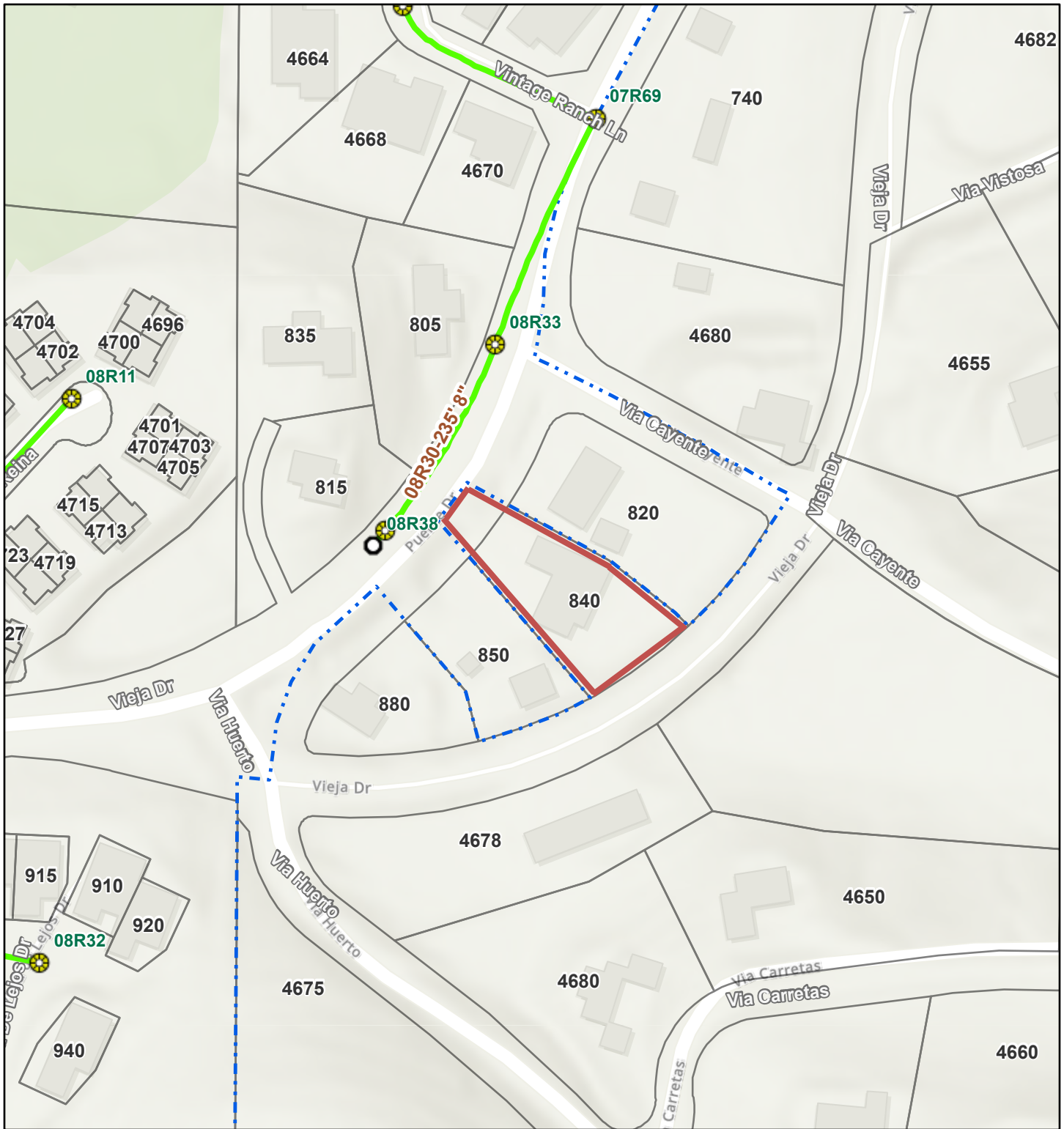
www.windwardeng.com

C: 845-625-3605

T: 805.845.6601

1825 State Street, Ste 102
Santa Barbara, CA 93101

Goleta Sanitary District



9/27/2024, 3:53:47 PM

1:2,257

Structures

Goleta Sanitary District Boundary

0 0.01 0.03 0.06 mi

CO

Parcels

0 0.03 0.05 0.1 km

MH

Street Labels

Sewer Pipe

SANITARY SEWER

Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Goleta Sanitary District

DRAFT OUT-OF-AGENCY SERVICE AGREEMENT

THIS OUT-OF-AGENCY SERVICE AGREEMENT (“Agreement”), dated as of _____, 2024 (“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 (“District”), and **JAMES SALZMAN and HEATHER STANFORD, AS TRUSTEES OF THE JAMES E. SALZMAN 2022 TRUST DATED DECEMBER 22, 2022** (collectively, “Owner”), as follows:

Recitals

A. Owner owns the real property located at 840 Puente Drive, Santa Barbara, California 93110 and designated as Santa Barbara County Assessor’s Parcel Number 061-272-005 (“Property”). Improvements on the Property consist of a single-family residence (“Residence”).

B. The Property is not located within District’s sphere of influence and has not been annexed to District. Owner represents that it has submitted all required application materials to the Santa Barbara Local Agency Formation Commission (“LAFCO”) for the annexation of the Property and an out-of-area agreement for sanitary sewer service (“Service”) from District. Owner further represents that LAFCO approval of the annexation is not anticipated for several months.

C. In order to provide for the connection of the Residence to District’s wastewater system pending LAFCO’s approval of the annexation, Owner has requested that 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. Owner represents that is has, or will, comply with the provisions of Government Code Section 56133 that apply to out-of-agency service from an agency, such as the District, where the Property is located outside the jurisdictional boundary and outside the sphere of influence of District. Owner will submit this Agreement to LAFCO for approval as necessary. 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.

D. District and Owner desire to set forth herein their agreement pertaining to the provision of Service to the Property by District pending LAFCO approval of the annexation. This Agreement is being provided in accordance with Title 9 – Annexation Policy as set forth in District’s Administrative Code (“Admin Code”) which provides that District will only permit out-of-agency agreements on a case-by-case basis, in the sole discretion of District’s Governing Board, to address unique circumstances and/or to avoid undue hardship. (Title 9, Chapter 1, Section 9-1.1.5

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

1. Service By District (Admin Code Title 9, Chapter 1)

(a) Conditions Of Service District agrees to furnish, and Owner agrees to accept, Service to the Residence contingent upon the following: (i) performance by Owner of the terms and conditions of this Agreement; (ii) Owner completing the Wastewater Connection, as required herein; and (iii) payment by Owner of applicable connection fees, annexation fees and fees for the provision of Service, as said fees, charges and requirements are set forth in the Admin Code.

(b) Provision Of Service After LAFCO Approval If Owner obtains LAFCO approval for the annexation, Owner shall become subject to any and all other terms and conditions for the initiation and provision of Service as set forth in the Admin Code regardless of whether said requirements are also identified in this Agreement.

(c) Admin Code Shall Be Controlling The Admin Code is subject to revision from time to time within the authority of District as a public agency. Therefore, Owner shall be subject to any revised provisions, rates, fees or charges as the same may be revised in the Admin Code. In the event of a conflict between the provisions of this Agreement and the provisions of the Admin Code, the provisions of the Admin Code shall be controlling.

(d) No Guarantee/Binding Commitment Except in regard to Service provided during pendency of LAFCO approval, nothing in this Agreement shall be deemed to be a will serve letter, application for service, or binding commitment for permanent Service following annexation. Permanent Service after annexation shall only be provided upon: (i) satisfaction of the terms and conditions of this Agreement; (b) LAFCO approval of annexation of the Property into District; and (c) completion of all terms and conditions for permanent Service as set forth in the Admin Code.

(e) Service Limited To The Residence 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 District's wastewater system. The right to Service pending LAFCO approval and after LAFCO approval shall only apply to the Residence.

2. Rates, Fees And Charges (Admin Code Title 6, Chapter 1)

(a) Annexation Fees In order to fund Owner's equitable share of the cost of maintaining facilities previously acquired and/or constructed by District, and because the Property will initially receive wastewater service without being annexed to District boundaries,

within five (5) days after the Effective Date, Owner shall pay District the following Annexation Fees pursuant to Title 6, Chapter 1, Article 6 of the Admin Code:

- (i) Processing Fee - \$200
- (ii) Annexation Fee - \$2,663

(b) Capacity Fee In order to fund a portion of the cost of expanding the sanitation and wastewater facilities of 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 District the following Capacity Fee as currently calculated under Title 6, Chapter 1, Article 3 of the Admin Code:

- (i) Standard Capacity Fee – Single Family Residence - \$2,663

(c) Service Charges In order to fund the Property's share of the cost of operating, maintaining, repairing and replacing District's wastewater collection, treatment and disposal facilities, Owner shall pay District the Service Charge as currently calculated under Title 6, Chapter 1, Article 5 of the Admin Code as set forth below. The initial Service Charge shall be calculated from the date the Residence is connected to District's wastewater collection system through 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 on 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.

- (i) Sewer Service Charge - Single Family Residence - \$530.38 per residence per year (\$44.20 per month)

(d) Plan Check, Permit and Inspection Fees In connection with the approval by District of the connection of the Residence to District's wastewater collection system, Owner shall pay District the following Permit Fee and Inspection Fee as currently calculated under Title 6, Chapter 1, Article 1 of the Admin Code:

- (i) Permit Fee - \$219
- (ii) Inspection Fee - \$219

(e) Administrative Fee Within five (5) days after the Effective Date, Owner shall pay District the following Administrative Fee as authorized under Title 6, Chapter 1, Article 6, Section 6-1.6.4 Other Charges in order to cover a portion of the costs of District's staff and legal counsel in connection with preparation of this Agreement:

- (i) Administrative Fee - \$1,000

3. Construction of Wastewater Facilities (Admin Code Title 5) Pursuant to Title 5, Chapter 1, Article 16 and Chapter 2, Owner shall submit to District plans and specifications showing the facilities which Owner proposes to construct to connect the Residence to District's wastewater collection system ("Wastewater Connection"). Said plans and construction shall be subject to the following requirements as set forth in the Admin Code:

(a) Review and Approval The Wastewater Connection shall be constructed and installed: (i) in accordance with plans and specifications subject to review and approval by District; (ii) in a good and workmanlike manner; (iii) in compliance with all Applicable Requirements (as defined in this Agreement); and (iv) 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.

(b) Inspection Owner shall give 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 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 District's employees and agents to facilitate such inspections. Promptly upon completion of construction, Owner shall notify District so that District may make any final inspections and tests that District may deem necessary or appropriate.

4. Compliance with Applicable Requirements. Owner shall comply with: (a) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of District to the same extent as if the Property had been annexed to 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) 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.

5. Term The term of this Agreement shall begin as of the Effective Date and shall expire on the sooner of the following dates ("Term"): (a) LAFCO disapproval of this Agreement; (b) LAFCO approval of the Property annexation; (c) LAFCO disapproval of the Property annexation; or (d) one (1) year after the Effective Date in the event LAFCO has failed or refused to take action on Owner's application.

6. Termination Notwithstanding anything to the contrary as may be set forth in this Agreement, this Agreement may be terminated as follows:

(a) By District By 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 District.

(b) By Owner By Owner upon thirty (30) days written notice to District in the event Owner is able to obtain wastewater service for the Residence from an alternative provider.

7. Rights And Obligations In The Event Of Expiration Or Termination

(a) Disconnection District may plug or disconnect from District's wastewater collection system all sewer lines serving the Residences, and all costs of plugging or disconnecting such lines shall be paid promptly by Owner to District.

(b) Payments No further amounts shall be due to District from Owner, except any unpaid service charges. District shall not be required to refund any part of the fees, charges or costs paid by Owner hereunder. In the event LAFCO approves the Property annexation, all fees and charges paid by Owner hereunder shall be credited to the fees and charges payable by Owner to District in connection with the annexation and initiation of permanent Service.

8. General Provisions

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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 facsimile or 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
Fax: (805) 964-3583
Email: swagner@goletasanitary.org

OWNER:

James Salzman & Heather Stanford
840 Puente Drive
Santa Barbara, CA 93110
Email: _____

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

(j) 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.

(k) 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.

(l) Incorporation Of Recitals The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

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

“District”

“Owner”

GOLETA SANITARY DISTRICT

By: _____
Edward Fuller,
Governing Board President

James Salzman

COUNTERSIGNED:

Heather Stanford

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

Dated: _____

Dated: _____

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 Residences
- Any facilities included as part of the Residences which are listed below

ADDITIONAL FACILITIES

If an injector pump system is required because wastewater from the Residences 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 Residences to the District's wastewater collection facilities. The design shall include dual pumps and an alarm system.

If the elevation of the Residences 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.

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from October 22, 2024, through November 4, 2024. It provides updated information on significant activities under three major categories: Collection System, Treatment/Reclamation and Disposal Facilities, and General and Administration Items.

1. COLLECTION SYSTEM REPORT

LINES CLEANING

Staff has been conducting routine lines cleaning in the area of N. San Marcos Rd. and Calle Real.

CCTV INSPECTION

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the area of Las Perlas and Agana Drives.

MARIA YGNACIA CREEK CROSSING LINER REPAIR

Performance Pipeline Technologies Inc. (PPT Inc.) completed a pipe lining repair in conjunction with staff in the District's sewer main that crosses Maria Ygnacia Creek near S. Patterson Ave. and Shoreline Dr. During routine CCTV inspections, staff observed that the felt cured-in-place pipe liner had been damaged and was in need of repair. PPT Inc. installed twelve four-foot, ultraviolet-cured fiberglass patches from within the sewer main.

ANDERSON LN SEWER MAIN EXTENSION

Construction continues on the sewer main extension for Anderson Ln. The extension will connect to the District's existing sewer main on Shoreline Dr. Staff is inspecting the construction of the extension for acceptance as District facilities following the completion of the project.

GALILEO SEWER MAIN EXTENSION

Construction continues on the sewer main extension to serve the twenty-seven new apartments being built at 5317 Calle Real. The extension will connect to the District's existing sewer main on the neighboring property at 5329 Calle Real. Staff is inspecting the construction of the extension for acceptance as District facilities following the completion of the project.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows for the month of October 2024 have averaged 5.02 million gallons a day. The Reclamation Plant is online.

The dredge is up and running, the solids building is back online, and the asphalt has been repaired. The replacement diffuser pads for the aeration basin have arrived, and we will be taking Aeration Basin # 2 offline to fix an air leak and change out the pads during the UCSB winter break.

Construction of the Biosolids and Energy (BESP) Phase 1 project continues. This week,

Gateway Pacific Contractors, Inc. is receiving the rebar and forms for the walls for Digester #4.

Staff continue with plant clean up. Maintenance staff are continuing work on preventative maintenance around the plant. They are also working on the cleanup and repair of the chemical storage facility.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of November 4, 2024, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 3,069,748
Investment Accounts (including June interest earned):	<u>\$ 35,402,502</u>
Total District Funds:	\$ 38,472,251

The following transactions are reported herein for the period 10/22/24 – 11/04/24

Regular, Overtime, Cash-outs, and Net Payroll:	\$ 153,506
Claims:	\$ 137,602
Total Expenditures:	\$ 291,107
Total Deposits:	\$ 3,053,195

Transfers of funds:

LAIF to Community West Bank Operational (CWB):	\$ - 0 -
CWB Operational to CWB Money Market:	\$ - 0 -
CWB Money Market to CWB Operational:	\$ - 0 -
CWB Operational to CA-Class Investment Account	\$ - 0 -
CA-Class Investment Account to CWB Operational	\$ - 0 -

The District's investments comply with the District's Investment Policy adopted per Resolution No. 16-606. The District has adequate funds to meet the next six months of normal operating expenses.

Local Agency Investment Fund (LAIF)

LAIF Monthly Statement – Previously reported.

LAIF Quarterly Report – Previously reported.

PMIA/LAIF Performance – Previously reported.

PMIA Effective Yield – Previously reported.

CA-Class Investment Account

CA-Class Investment Account – Previously reported.

Community West Bank (CWB)

CWB Money Market and ICS Accounts – Previously reported.

Deferred Compensation Accounts

CalPERS 457 Deferred Compensation Plan – Previously reported.

Lincoln 457 Deferred Compensation Plan – Previously reported.

**DISTRICT
CORRESPONDENCE**
Board Meeting of November 4, 2024



<u>Date:</u>	<u>Correspondence Received From:</u>
1. 10/22/2024	LAFCO Mike Prater, Executive Officer Subject: 700 Via Tranquila – Sphere of Influence and Annexation to the Goleta Sanitary District (LAFCO No. 24-05)
2. 10/22/2024	LAFCO Mike Prater, Executive Officer Subject: 840 Puente Dr. – Sphere of Influence and Annexation to the Goleta Sanitary District (LAFCO No. 24-07)

Hard Copies of the Correspondence are available at the District's Office for review