

SANTA YNEZ COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Wendy Berry, Secretary/Treasurer
Rick Battles, Legal Counsel

DATE: June 15, 2022

SUBJECT: Consideration and approval of out-of-agency service agreement for 2517 Janin Way

Recommendation

Review the Out-of-Agency Service Agreement, Resolution and Preliminary Environmental Review form, determine the appropriate administrative fee to be paid to the District by the property owner, and adopt the Resolution.

Discussion

The District has been advised that the septic system serving the property located at 2517 Janin Way has failed and requires abandonment and replacement with installation of a new leach field system.

Because the property has not been annexed to the District and is outside the District's sphere of influence, the owner has requested that the District provide service to the property under an out-of-agency service arrangement pursuant to Government Code Section 56133. The District will submit the required application materials to the Santa Barbara Local Agency Formation Commission ("LAFCO") on behalf of the owner once the Resolution and out-of-agency documents are approved by the Board of Directors so the property owner may obtain LAFCO's approval of the out-of-agency service arrangement. The property owner has paid a \$2000.00 deposit to the District to cover staff time, engineering costs and legal costs.

District legal counsel has prepared a proposed Out-of-Agency Service Agreement that addresses the provision of wastewater service to the property by the District. Legal counsel has also prepared a Resolution that (i) sets forth various findings, (ii) approves a Preliminary Environmental Review form relating to the environmental review process, (iii) approves the Out-of-Agency Service Agreement, and (iv) provides for other actions relating to the Agreement.

Attachment

Out-of-Agency Service Agreement
Resolution approving Out-of-Agency Service Agreement

Out-of-Agency Service Agreement
Preliminary Environmental Review form
Notice of Exemption
LAFCO application
Government Code Section 56133

RESOLUTION NO. 22-13

A RESOLUTION OF THE SANTA YNEZ COMMUNITY SERVICES DISTRICT APPROVING OUT-OF-AGENCY SERVICE AGREEMENT FOR 2517 JANIN WAY

WHEREAS, on _____ the Santa Barbara County Public Health Department sent a Notice to Correct Substandard Septic System and a Recommendation to Correct (collectively, the “Health Notices”) to the owner of the property located at 2517 Janin Way, Solvang, California 93463 (Assessor’s Parcel Number 139-061-005 (the “Property”). The Health Notices state that (i) the septic system serving the Property is severely damaged and requires abandonment and replacement, and (ii) the septic system disposal field is not adequately absorbing tank effluent.

WHEREAS, because the Property has not been annexed to the Santa Ynez Community Services District (the “District”) and is located outside the District’s sphere of influence, the owner has requested that the District allow the Property to be connected to the District’s wastewater collection system and that the District provide for the collection, treatment and disposal of wastewater from the Property under an out-of-agency service arrangement pursuant to Government Code Section 56133. The out-of-agency service arrangement requires the approval of the Santa Barbara Local Agency Formation Commission (“LAFCO”).

WHEREAS, District legal counsel has prepared a proposed Out-of-Agency Service Agreement addressing the provision of wastewater service to the Property by the District (the “Service Agreement”).

WHEREAS, the District’s Environmental Committee has conducted a preliminary review of the Service Agreement and has concluded that the approval thereof is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to Sections 15301 and 15303 of Title 14 of the California Code of Regulations. Said conclusion is set forth in the Preliminary Environmental Review form prepared by the Environmental Committee, a copy of which has been presented to and reviewed by the District’s Board of Directors (the “Board”); and

WHEREAS, the Board desires to set forth its findings, approve the Preliminary Environmental Review form, approve the Service Agreement, and take other actions relating to the Service Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Ynez Community Services District as follows:

1. The Board hereby finds that, based on the Health Notice, a threat exists to the health and safety of the public and the residents of the affected territory.

2. The Board hereby finds that (i) under Title 14, California Code of Regulations, Section 15301, the Service Agreement relates to the operation and minor alteration of an existing structure and existing facilities involving no expansion of use, (ii) under Title 14, California

Code of Regulations, Section 15303, the Service Agreement provides for the installation of small new equipment and facilities in a small structure and a sewage extension of reasonable length to serve development exempt from CEQA, (iii) there is no substantial evidence in the record before the District that the Service Agreement will have a significant effect on the environment, and (iv) the Service Agreement is exempt from CEQA and no environmental review is required.

3. The Board hereby approves the Preliminary Environmental Review form prepared by the District's Environmental Committee.

4. The Board hereby approves the Service Agreement prepared by District legal counsel and authorizes and directs the Board President to sign the Service Agreement on the District's behalf.

5. The Board Secretary is hereby authorized and directed to file a Notice of Exemption relating to the approval of the Service Agreement with the Santa Barbara County Clerk in accordance with Title 14, California Code of Regulations, Section 15062.

6. The Board Secretary is hereby authorized and directed to submit to LAFCO copies of the Service Agreement, this Resolution and the Notice of Exemption, together with an application for LAFCO to approve the out-of-agency service arrangement for the Property.

PASSED AND ADOPTED by the Board of Directors of the Santa Ynez Community Services District on this 15th day of June, 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Karen Jones, President
of the Board of Directors

ATTEST:

Wendy Berry, Secretary
of the Board of Directors

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Santa Ynez Community Services District
P.O. Box 667
Santa Ynez, CA 93460

APN 139-061-005

**OUT-OF-AGENCY SERVICE AGREEMENT
2517 Janin Way**

THIS OUT-OF-AGENCY SERVICE AGREEMENT (this “Agreement”), dated for reference purposes as of June 15, 2022, is made and entered into by and between the **SANTA YNEZ COMMUNITY SERVICES DISTRICT, a public agency** (the “District”), and **RANDOLPH M. PACE, TRUSTEE OF THE RANDOLPH M. PACE REVOCABLE TRUST DATED SEPTEMBER 4, 2018** (“Owner”).

Recitals

A. Owner owns the real property located at 2517 Janin Way, Solvang, California 93463, which is designated as Santa Barbara County Assessor’s Parcel Number 139-061-005 and which is more particularly described on Exhibit “A” attached hereto (the “Property”). Improvements on the Property consist of a single-family residence (the “Residence”). The Property has not been annexed to the District and is located outside the District’s sphere of influence.

B. The District has been advised that the septic system serving the Property is failing and requires abandonment and replacement.

C. Owner has requested that the District allow the Property to be connected to the District’s wastewater collection system and that the District provide for the collection, treatment and disposal of wastewater from the Property under an out-of-agency service arrangement pursuant to Government Code Section 56133.

D. Owner will submit the required application materials to the Santa Barbara Local Agency Formation Commission (“LAFCO”) to obtain LAFCO approval of the out-of-agency service arrangement.

E. The District has determined that, based on the problems with the septic system serving the Property, a threat exists to the health and safety of the public and the residents of the affected territory.

F. The District and Owner desire to set forth herein their agreement pertaining to the provision of wastewater service to the Property by the District under an out-of-agency service arrangement.

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

1. **Service by District.** The District agrees to provide wastewater service to the Property on the terms and conditions set forth herein. Nothing contained in this Agreement shall be interpreted as giving Owner or its successors or assigns the right to connect additional facilities, structures or buildings, other than the Residence, whether located on the Property or elsewhere, to the District's wastewater system.

2. **Capacity Fee.** Promptly following the approval of this Agreement by LAFCO, Owner shall pay the District an amount equal to the capacity fee that the District charges when a single-family residence within the District's boundaries connects to the District's wastewater system. As of the date of this Agreement, the District's capacity fee for a single-family residence is \$9,995.56.

3. **In Lieu Annexation Fee.** Promptly following the approval of this Agreement by LAFCO, Owner shall pay the District an amount equal to the annexation fee that the District charges when property is annexed to the District's boundaries. The District's annexation fee is calculated in accordance with Section 806 of the District's Sewer Service Code.

4. **Administrative Fee.** Promptly following the approval of this Agreement by LAFCO, Owner shall pay the District the amount of \$1,650.00 to cover the District's costs associated with this Agreement, including but not limited to staff time, fees for engineering and legal services, and recording costs.

5. **Miscellaneous Fees.** Prior to the connection of the Property to the District's wastewater collection system, Owner shall pay all plan check fees, permit fees, inspection fees and other fees that apply under District ordinances to properties that are located within the District's boundaries.

6. **Service Charges.** Promptly following the connection of the Property to the District's wastewater collection system, Owner shall pay the District an amount equal to the service fee that the District charges a single-family residence within the District's boundaries. Owner shall pay the District an initial service charge calculated in accordance with the District's Ordinance No. O-98-04, as amended. Said initial service charge shall be calculated from the date of connection through the end of the current fiscal year (June 30). Subsequent service charges shall be calculated in accordance with the District's Ordinance No. O-98-04, as amended, or such other ordinances of the District by which Ordinance No. O-98-04 may be further amended, replaced or superseded in the future. Owner consents and waives the right to protest or object to (a) the collection of such service charges on the tax roll, and (b) the imposition of a lien against the Property to secure the payment of the service charges.

7. **Plans and Specifications.** Owner shall submit to the District plans and specifications showing the side sewer and other facilities which Owner proposes to construct to

connect the Residence to the District's wastewater collection system (the "Lateral"). Said plans and specifications shall be subject to review and approval by the District.

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

9. Inspections. Owner shall give the District written notice not less than forty-eight (48) hours prior to commencement of construction of the Lateral, excluding Saturdays, Sundays and holidays. Owner agrees to provide the District and its employees and agents the right to inspect the Lateral and the work thereon at all reasonable times before, during, and after construction. Owner further agrees to coordinate and cooperate with the District's employees and agents to facilitate such inspections. Promptly upon completion of construction, Owner shall notify the District so that the District may make any final inspections and tests that the District may deem necessary or appropriate.

10. Compliance with Applicable Requirements. Owner shall comply with (a) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of the District to the same extent as if the Property had been annexed to the District, and (b) all statutes, rules and regulations of agencies of the United States of America, the State of California, the County of Santa Barbara and other governmental and regulatory agencies having jurisdiction over the collection, treatment and/or disposal of wastewater and wastes, including but not limited to (i) requirements applicable to the construction, use, repair and maintenance of the Lateral, and (ii) requirements addressing the type, contents and strength of wastes permitted to be discharged into wastewater collection systems (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 "B" attached hereto.

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

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

in which event all fees and charges paid by Owner hereunder shall be credited to the fees and charges payable by Owner in connection with the annexation.

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

14. **Recording.** Owner hereby consents to the recordation of this Agreement with the Official Records of Santa Barbara County.

15. **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. All Exhibits attached hereto are made a part hereof and are incorporated herein by reference.

16. **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.

17. **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.

18. **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.

19. **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.

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

21. **Notices.** Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid,

return receipt requested, or (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne) using the contact information set forth below for such party:

DISTRICT:
1070 Faraday Street
P.O. Box 667
Santa Ynez, CA 93460

OWNER:
2517 Janin Way
Solvang, California 93463

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

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

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

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

“District”

“Owner”

SANTA YNEZ COMMUNITY SERVICES DISTRICT

Randolph M. Pace, Trustee of the Randolph M. Pace Revocable Trust dated September 4, 2018

By: _____
Karen Jones, President
Board of Directors

Dated: _____

Dated: _____

EXHIBIT "A"
Legal Description

The following described property in the County of Santa Barbara, State of California:

That portion of Lot 6 of the Louis Janin Tract, in the County of Santa Barbara, State of California, according to the record of survey thereof, recorded in Book 35, Page 80 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said lot 6, being the center line of Janin Way as shown on said Record of Surveys, thence North $16^{\circ}58'10''$ West 310.00 feet along the West line of Lot 6 to a 3/4 inch survey pipe set at the Northwesterly corner of said Lot 6; thence North $73^{\circ}01'50''$ East along the Northerly line of said lot 6, 133.61 feet; thence leaving said Northerly line, South $19^{\circ}52'40''$ East, 304.85 feet to a point on the center line of Janin Way; thence along said center line, South $70^{\circ}14'50''$ West 129.61 feet to an angle point; thence continuing along said center line, South $73^{\circ}29'30''$ West 19.62 feet to the true point of beginning.

EXCEPTING therefrom an undivided 1/2 interest in and to the oil, gas and other hydrocarbon substances underlying or being in the property herein described, as reserved in deed from Erwina D. Janin, Trustee, under Will of Charles Janin, deceased, et al., and recorded October 19, 1955 as Instrument No. 18848, in Book 1341 at page 415 of Official Records.

By an Agreement dated March 26, 1958 and recorded May 13, 1958 as Instrument No. 10793, in the Office of the County Recorder, Louis Janin, et al., released, waived, and quitclaimed all surface rights and right of entry unto H. G. Larson, et ux., reference being made to said agreement for further particulars.

In Book 38 at Page 7 of Record of Surveys, filed in the Office of the County Recorder of said County, appears the map of licensed surveyor showing this and other land.

EXHIBIT "B"

Terms and Conditions

PLANS AND SPECIFICATIONS

The plans and specifications submitted by Owner shall include:

- A site plan
- Plumbing plans
- The proposed Lateral facilities
- The backflow prevention device described below

BACKFLOW PREVENTION

The Lateral serving the Property shall be equipped with a backflow prevention device approved by the District.

SEPARATE LATERALS

In the event the Property is split or subdivided in the future, any parcel which is not owned by Owner shall be served by a separate side sewer (lateral) connecting the buildings located thereon to the public sewer.

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 _____)

On _____, before me, _____, a Notary Public,
(insert name and title of the officer)

personally appeared RANDOLPH M. PACE, 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 _____ (Seal)

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 _____)

On _____, before me, _____, a Notary Public,
(insert name and title of the officer)

personally appeared KAREN JONES, 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 _____ (Seal)

PRELIMINARY ENVIRONMENTAL REVIEW

SANTA YNEZ COMMUNITY SERVICES DISTRICT

1070 Faraday
P.O. Box 667
Santa Ynez, CA 93460
(805) 688-3008

Name of Project: Out-of-Agency Service Agreement for 2517 Janin Way

Location: 2517 Janin Way, Solvang, California 93463 (APN 139-061-005)

Entity or Person Undertaking Project: (Check appropriate box)

Santa Ynez Community Services District

Other: Name:

Address:

Environmental Committee Determination:

The District's Environmental Committee, having undertaken and completed a preliminary review of this proposed activity in accordance with the California Environmental Quality Act Guidelines ("CEQA Guidelines") has concluded that:

A. The activity does not require further environmental assessment because:

1. The project is statutorily exempt under Public Resources Section 21080.21.

2. The project constitutes a feasibility or planning study under CEQA Guidelines Section 15262.

3. The project is an Emergency Project under CEQA Guidelines Section 15269.

4. The project is a Ministerial Project under CEQA Guidelines Section 15268.

5. The project is Categorical Exempt under CEQA Guidelines Sections 15301 and 15303.

6. The project involves another public agency which constitutes the lead agency. Name of Lead Agency: _____

B. The District is the lead agency and the activity is a project which requires further evaluation of the possible significant effects on the environment.

Date: June 15, 2022

Mike LeBrun, Interim General Manager

Notice of Exemption

TO: Office of Planning and Research
P.O. Box 3044
1400 Tenth Street, Room 222
Sacramento, CA 95812-3044
or

County Clerk
County of Santa Barbara
105 E. Anapamu Street
Santa Barbara, CA, 93101

FROM: Santa Ynez Community Services District
1070 Faraday
P.O. Box 667
Santa Ynez, CA 93460

Project Title: Out-of-Agency Service Agreement for 2517 Janin Way

Project Location – Specific: 2517 Janin Way, Solvang, California 93463 (APN 139-061-005)

Project Location – City: Unincorporated area of Santa Barbara County

Project Location – County: Santa Barbara

Description of Project: Connection of 2517 Janin Way to SYCSD wastewater collection system

Name of Public Agency approving project: Santa Ynez Community Services District

Name of Person or Agency carrying out project: Santa Ynez Community Services District

Exempt status: (check one)

Ministerial project.

Not a project.

Emergency Project.

Categorical Exemption.

State type and class number: Title 14, California Code of Regulations, Sections 15301 and 15303

Declared Emergency.

Statutory Exemption.

State Code section number:

Other. Explanation:

Reason why project is exempt:

Under Title 14, California Code of Regulations, Sections 15301 and 15303, the project relates to (i) the operation and minor alteration of an existing structure and existing facilities involving no expansion of use, (ii) the installation of small new equipment and facilities in a small structure, and (iii) a sewage extension of reasonable length to serve development exempt from CEQA. There is no substantial evidence in the record before the District that the project will have a significant effect on the environment.

Lead Agency

Contact Person: Mike LeBrun

Telephone: (805) 688-3008

Signature of Lead Agency Representative:

Date Received for Filing: _____

Mike Lebrun, Interim General Manager

Dated: June 15, 2022

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

Application for Out-of Agency Service Agreement

(Attach additional sheets as necessary)

1. City or District SANTA Ynez Community Services District

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

Name, address and telephone: RANDOLPH PACE
805 403 6162 2517 JANIN WAY
SOLVANG CA 93463

2. Affected Property Owners

Names, addresses and telephones: RANDOLPH PACE
805 403 6162 2517 JANIN WAY
SOLVANG CA 93463

3. Address/location/size of property: Parcel number: 139-061-005

Complete all relevant questions

4. Is the property within the service agency's sphere of influence? Yes _____ No X

5. What types of services are to be provided under contract? SEWER

6. Discuss the justification for the service agreement. Is this an emergency health and safety situation? Why is annexation not possible at this time? YES EMERGENCY FAILED SEPTIC SYSTEM. ANNEXATION NOT POSSIBLE BECAUSE NOT IN SPHERE OF INFLUENCE OF DISTRICT BOUNDARIES

7. Is annexation of the territory anticipated at some future time? Yes _____ No X If yes, when? If no, why not? NOT AT THIS TIME OUT OF STUDIED SPHERE OF INFLUENCE SYSD SEWER LINE RUNS PAST MY PROPERTY

8. What is the existing use of the site? Be specific. SFD
HOME SITE
9. If a change in use is proposed, provide a description of the change.
N/A
10. Describe in detail how services will be extended to the property:
- A. Describe needed improvements including distance for connections.
NEW PUMP TANK WITH GRINDER PUMP WITH 1 1/2" FORCE LINE
190' TO PRESENT LINE THEN 135' TO SEWERLINE MAIN
- B. What are the costs of improvements and other start up costs?
ESTIMATE \$ 30,000
- C. How is financing to occur, both capital costs and ongoing operations?
OWNER CASH
11. What environmental review has been conducted for the project? If exempt, please provide a copy of the agency's Notice of Exemption. NONE EXEMPT ALREADY EXISTING
SFD

Provide a vicinity map showing the property, the city or district boundary and sphere line and existing and proposed infrastructure as relevant to this agreement.

Attach a copy of the proposed services agreement and any staff reports or supporting documentation related to this application.

This request and a processing fee set forth in LAFCO's fee schedule should be submitted to:

Santa Barbara LAFCO
105 East Anapamu Street
Santa Barbara CA 93101
805/568-3391



Van Do-Royoso, MPH, PhD Director
Suzanne Jacobson, CPA Chief Financial Officer
Paige Babson, MA, PHN, RN Deputy Director
Darrin Eisenbarth Deputy Director
Dana Gamble, LCSW Deputy Director
Henning Ansoz, MD Health Officer

2125 S. Centerpointe Pkwy. #333 • Santa Maria, CA 93455-1340
805/346-8460 • FAX 805/346-8485

Lara Seltzer Director of Environmental Health

NOTICE TO CORRECT SUBSTANDARD SEPTIC SYSTEM

June 13, 2022

PACE, RANDOLPH M REVOCABLE TRUST
2517 JANIN WAY
SOLVANG CA 93463

SUBJECT: Septic System Located at 2517 JANIN WAY SOLVANG 93463

As required by the Local Agency Management Program and Santa Barbara County Code §18C-7, Environmental Health Services is in receipt of a Septic Tank Inspection Report dated October 29, 2021 for the on-site sewage disposal system located on your property noted above. The code requires that copies of these reports be provided to the owner and to this office for review whenever a septic tank is pumped in the unincorporated area of the County. The code also requires this office to notify property owners of required corrections or upgrades.

The report for this septic system notes the condition(s) checked below that may constitute a danger to public health and safety; may impair proper operation and maintenance of the system; and fail to meet the standards of the Santa Barbara County Code. Please be advised, if sewer service is available within 200 feet, homeowners must connect to the sanitary sewer when any changes to their septic system require a permit.

- Damaged or degraded septic tank requiring abandonment and replacement
- Unfilled seepage pit - requires filling of void with rock or abandonment.
Please be advised that filling a seepage pit may effect septic system operation by reducing the effluent holding capacity. Additional disposal area may be necessary
- Cesspool - requires abandonment and replacement with approved septic tank and disposal field or connection to sewer, if available
- Failed disposal field - replacement disposal field must meet current standards to maximum extent feasible
- System constructed, modified, or abandoned without required permit
- Discharge of sewage to ground surface or drainage course (includes laundry waste or other graywater)

- Septic tank constructed of metal or wood – requires abandonment and replacement with an approved septic tank
- Septic tank located under structure – requires abandonment and replacement with an approved septic tank, or removal or relocation of structure. If the septic tank is to be abandoned and replaced a permit must be obtained from Environmental Health Services and the Santa Barbara County Building and Safety Division

The County Code specifies that the repair(s) / upgrade(s) required by this notice must be completed under permit and inspection from Environmental Health Services within thirty (30) days of this notice. Permits must be signed by Environmental Health Services before work is started. Unless there is an emergency, our office must be notified at least two working days in advance for inspection appointments. Necessary work must be completed by a contractor with a valid license for sanitation systems (C-42), plumbing (C-36) or engineering (A). General contractors or handymen are not licensed for this type of work.

The permit application can be found on the website at www.countyofsb.org/phd/ehs. The permit fee for a repair and an abandonment is \$713.00 and \$301.00 respectively. The permit application fee for a modification or new system is \$255.00. If this work has already been completed or if you believe this notice is in error, please contact me as soon as possible at 805-346-7348.

Proper operation and maintenance of your septic system will prolong its useful life, enhance safety and help protect the quality of our water resources. Your cooperation is appreciated. If you have any questions about this notice, please call our Santa Barbara office.

Sincerely,



Jason Johnston, REHS
Supervising Environmental Health Specialist

NTC-139-061-005
Rev 04/2020



June 7, 2022

Michael LeBrun
Interim General Manager
Santa Ynez Community Services District
PO Box 667
Santa Ynez, CA 93460

Subject: 2517 Janin Way Sewer Service

Dear Mr. LeBrun:

I am in receipt of correspondence from SYCSD regarding a property in Solvang's Sphere of Influence. 2517 Janin Way is currently on a septic system that is failing, and a request has been made to process an Out of Agency Service Agreement with LAFCO for SYCSD to serve the property.

This letter will serve as permission for SYCSD to process this request on behalf of the property owner.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose Acosta", with a stylized flourish at the end.

Jose Acosta
Utility Director

Cc: Xenia Bradford, City Manager

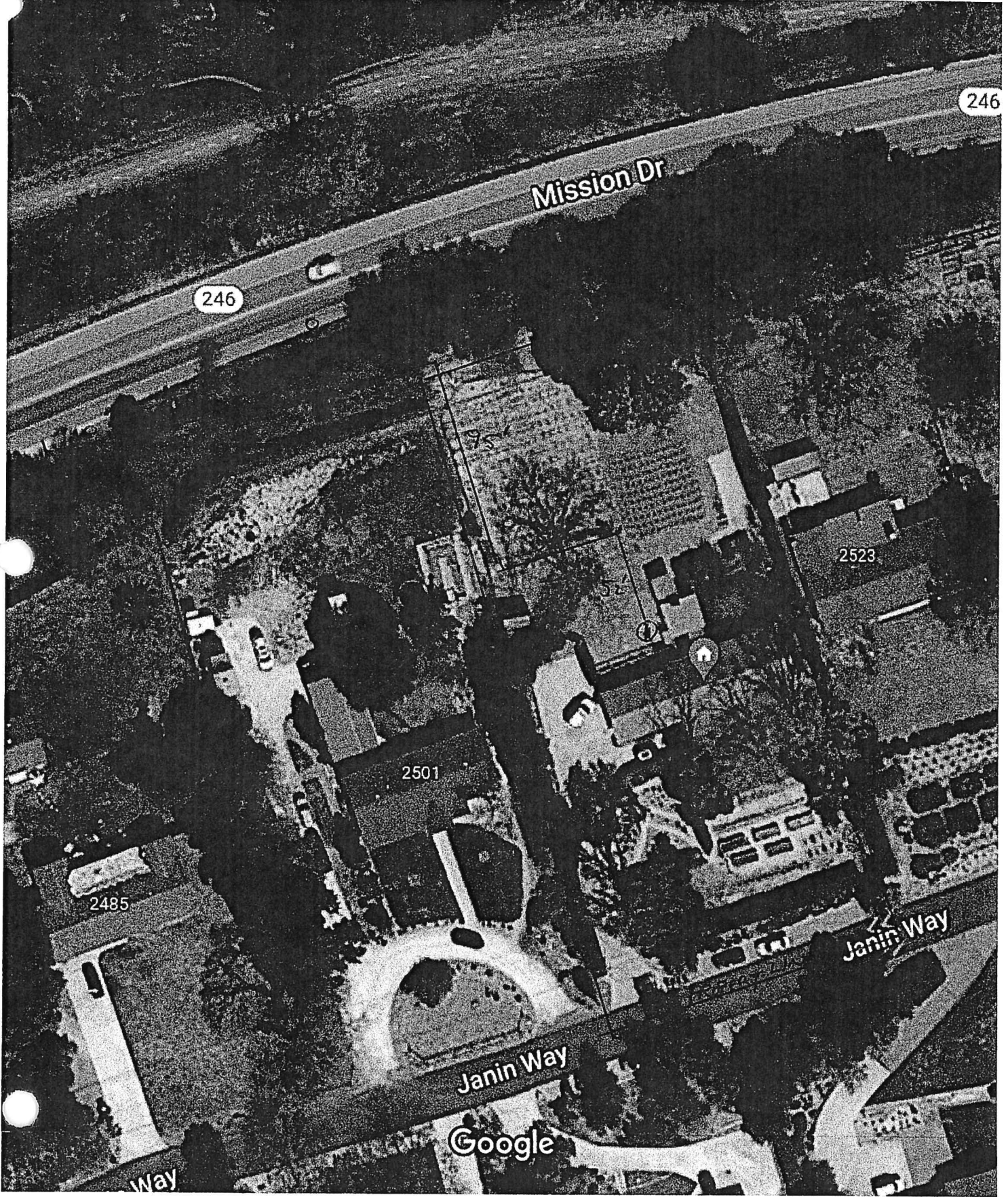
START (1) GRINDER PUMP
IN SUMP TO 1 1/2" LINE

ALT I - STRAIGHT DOWNHILL TO UPSTREAM
OF MANHOLE

Google Maps

NOT TO SCALE ALL LINES
APPROXIMATE

ALT II SIDE SLOPE TO FURTHER DOWNHILL
MORE ROOM TO WORK PREFERRED



END OF 95' RUN IS PAST PROPERTY LINE

County of Santa Barbara Septic tank Inspection Report

Department Date Stamp

Date of Service: 10/29/21

Owners Name Randy Pace

Phone: _____

Location of Inspection: 2517 Tania Way, Santa Ynez, CA 93463
(ADDRESS) (CITY) (ZIP)

No. of Bedrooms: _____ Year Septic System Built: _____

Septage disposal location / date: GWWTB / 10/29/21

System Components:

Septic tank with leach field or drywell Septic tank with seepage pit (hollow) Cesspool Other

Estimated capacity of septic tank: 1500 gal. No. of compartments: 2 Amount pumped: 1500 gal

No. of access lids: 2 Depth to lids: Grade Diameter of lids: 24"

Construction of septic tank:

Rectangular Round Other
 Concrete Fiberglass Plastic Brick Other _____

Condition of tank:

	No	Yes
Tank deteriorated	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Baffle wall deteriorated	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lids are deteriorated	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heavy grease buildup	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No	Yes
Inlet tee present	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outlet tee present	<input checked="" type="checkbox"/>	<input type="checkbox"/>
House lateral open	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Needs pumping	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Minimum concrete thickness at lids: 2 3/4

Method of measurement: TAPE

Prior to pumping, was effluent above outlet tee? No Yes (may indicate failing system)

Any signs of past drainage problems? No Yes, location: LEACH SYSTEM SATURATED

Maintenance performed: Pumped Tank, located 2 Hollow Seepage pits

Site Map

System appears to be functioning satisfactorily?

No Yes

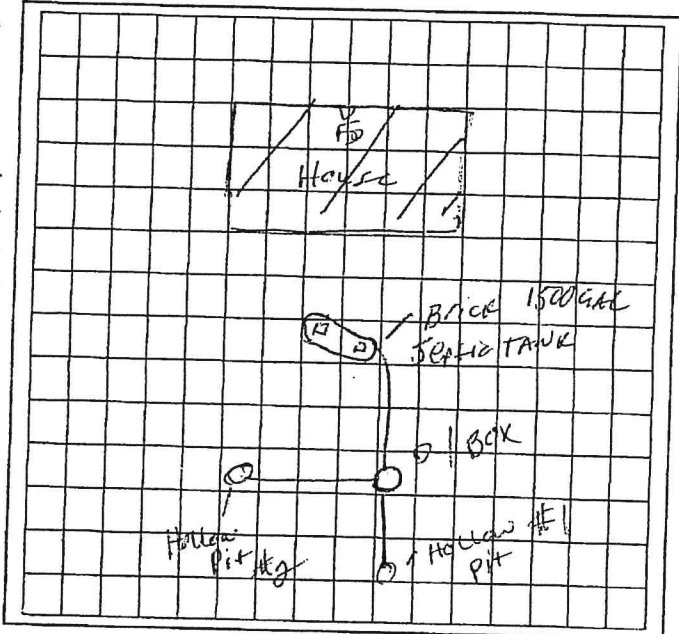
Repairs / Upgrade required? No Yes

- NTC-2, RTC-3
- RTC-1
- NOD-4

Comments / recommendations: Replace Septic Tank, Install new leach system

Did a qualified inspector personally inspect system?
 No Yes

Clay's Septic & Jetting, Inc.
Contractor's License No. 674109



The useful life of any septic system is determined by numerous factors, including, but not limited to, soil characteristics, water usage and proper maintenance. This inspection report is based on observations by the inspector and information provided by the system owner. It is not a guarantee of system adequacy.

Signature of Qualified inspector: _____

Date: 10/29/21 Phone: (805) 929-5065

2517 Jonin Way
 Santa Ynez CA 93463



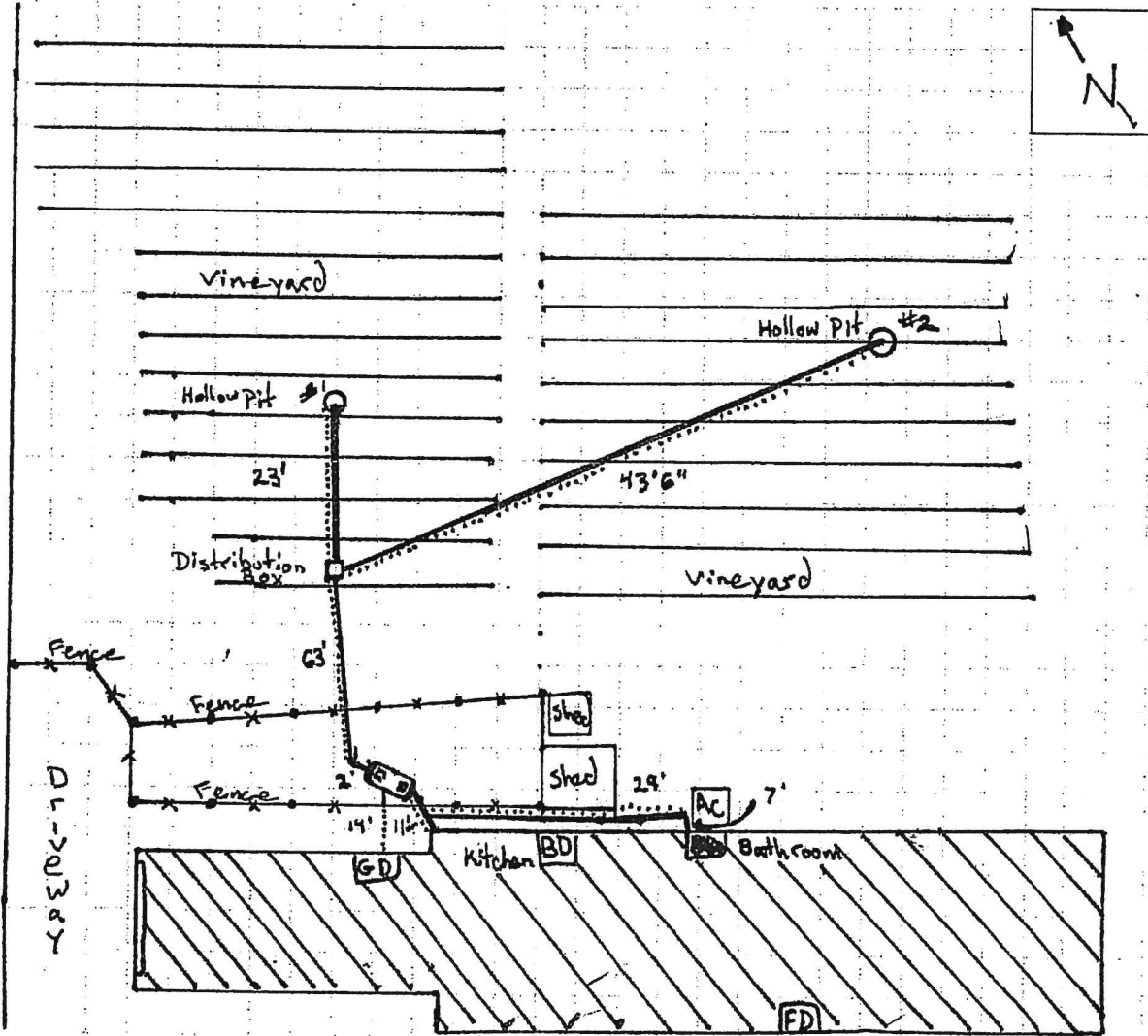
APN 139-061-005

10-29-21

Contractor's License #674109

867 Guadalupe Street, Guadalupe, CA 93434 | P: 1-800-928-CLAY (2529) | F: 805-929-1192 | info@clays-septic.com | www.clays-septic.com

Map



Drawing is not to scale

GPS:

① Septic Tank	Latitude <u>34°36.3010'N</u>	Longitude <u>120°6.8180'W</u>
② Leach Field Hollow Pit #1	Latitude <u>34°36.3140'N</u>	Longitude <u>120°6.8290'W</u>
③ Dry Well	Latitude _____	Longitude _____
④ Distribution Box	Latitude <u>34°36.3110'N</u>	Longitude <u>120°6.8260'W</u>
⑤ Water Well	Latitude _____	Longitude _____
⑥ Hollow Pit #2	Latitude <u>34°36.3140'N</u>	Longitude <u>120°6.8180'W</u>

COST ACCOUNTING AGREEMENT

Applicant: RANDOLPH PACE

Mailing Address: 2517 JANIN WAY
SOLVANA CA 93163

Telephone: 805 403-6162

Fax: —

E-mail Address: RMPACE@COMCAST.NET

The cost of processing an application may exceed the initial deposit required. In order to recover any additional costs associated with processing your application, the Local Agency Formation Commission, LAFCO, has found it necessary to implement a provision of the Fee Schedule that provides full cost recovery for processing an application.

I, ^{RANDOLPH M. PACE} Randolph M. Pace, the landowner and/or responsible Applicant, agree to pay the actual costs pursuant to the Fee Schedule attached hereto, plus copying charges and related expenses incurred in the processing of this application. I also understand that if payment on any billings prior to final action is not paid within thirty (30) days, I agree that processing of my application will be suspended until payment is received. In the event of default, I agree to pay all costs and expenses incurred by LAFCO in securing the performance of this obligation.

If the applicant is in non-compliance with an existing agreement, the applicant shall be subject to LAFCO Policy Guidelines and Standards XIV, which identifies additional steps that must be satisfied before a new application may be accepted.

In order to implement the cost accounting, please sign and date this statement indicating your agreement to the cost accounting procedure and agreement. This signed agreement is required for your application to be accepted for processing. Checks may be made payable to LAFCO and delivered or mailed to the LAFCO Office at 105 East Anapamu Street, Rm 407, Santa Barbara, CA 93101. If you have questions regarding your application, please contact the LAFCO Office at (805) 568-3391.

Randolph M. Pace
Applicant's Signature

5-29-22
Date

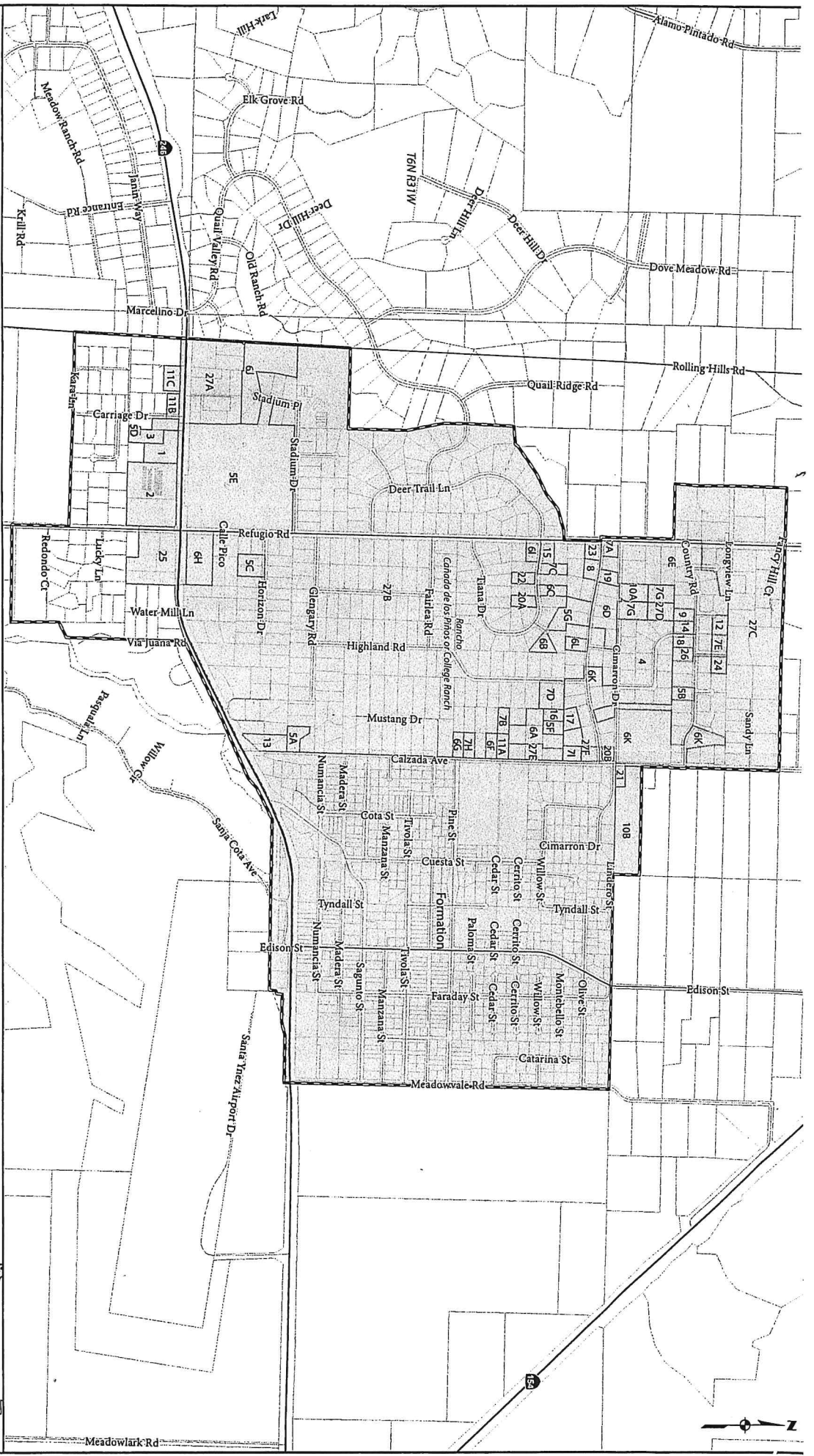
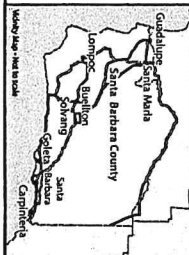


Santa Ynez Community Services District

Compiled by the Office of the County Surveyor on 06/20/2018. Formed by Board of Supervisors Resolution 71-773, Recorded 11/29/1971, Inst. 2374/08/48. Last Action: 27, LAFCO 16-02, West Santa Ynez Annex, 03/29/2017. Sphere: 04/05/2012
 See boundary activity table at <http://www.countyofsb.org/pwd/pwsurvey/orasp?Id=23260>
 NOTICE OF DISCLAIMER: This data is for reference only. Although every effort has been made to ensure the accuracy of information, errors and omissions may occur. The data is derived from physical sources used to develop the database and is not intended to be used as a legal document. No level of accuracy is claimed for the boundary files shown hereon and they should not be used to determine exact values, bearings or distances.



- Legend**
- Freeways
 - Highways
 - Roads
 - Parcels
 - Sections
 - Ranchos and Townships
 - Sphere of Influence
 - Formation
 - Annexation
 - Detachment



Santa Ynez Community Services District
PO BOX 667, 1070 FARADAY ST.
SANTA YNEZ, CA 93460

PROJECT APPLICATION

Permit # _____

Property Address: 2517 JANIN WAY SOLVANA CA 93463

APN#: 139-061-005


Owner Name: RANDOLPH PACE Phone: 805 403 6162

Owner

Address: 2517 JANIN WAY SOLVANA CA 93463

Owner Email: RM.PACE@COMCAST.NET

Owner

Signature: 

Authorized Agent: _____ Phone: _____

Mailing Address: _____ Cellphone: _____

Email: _____

Contractor: MCCLELLAN'S Phone: 805 967 9476

FAX: _____ Mailing Address: P.O. Box 415 GOLETA 93116

State License: 454579 Email: MCCLELLANSEQUIPMENT@gmail.com

Project Description: LATERAL TIE IN TO MAIN LINE ON

ROUTE 246 FROM APN 139-061-005

For Official District Use Only

LAFCO Approved Annexed into District Fees Paid Fees due SFD Commercial Grease Interceptor Required

Other _____

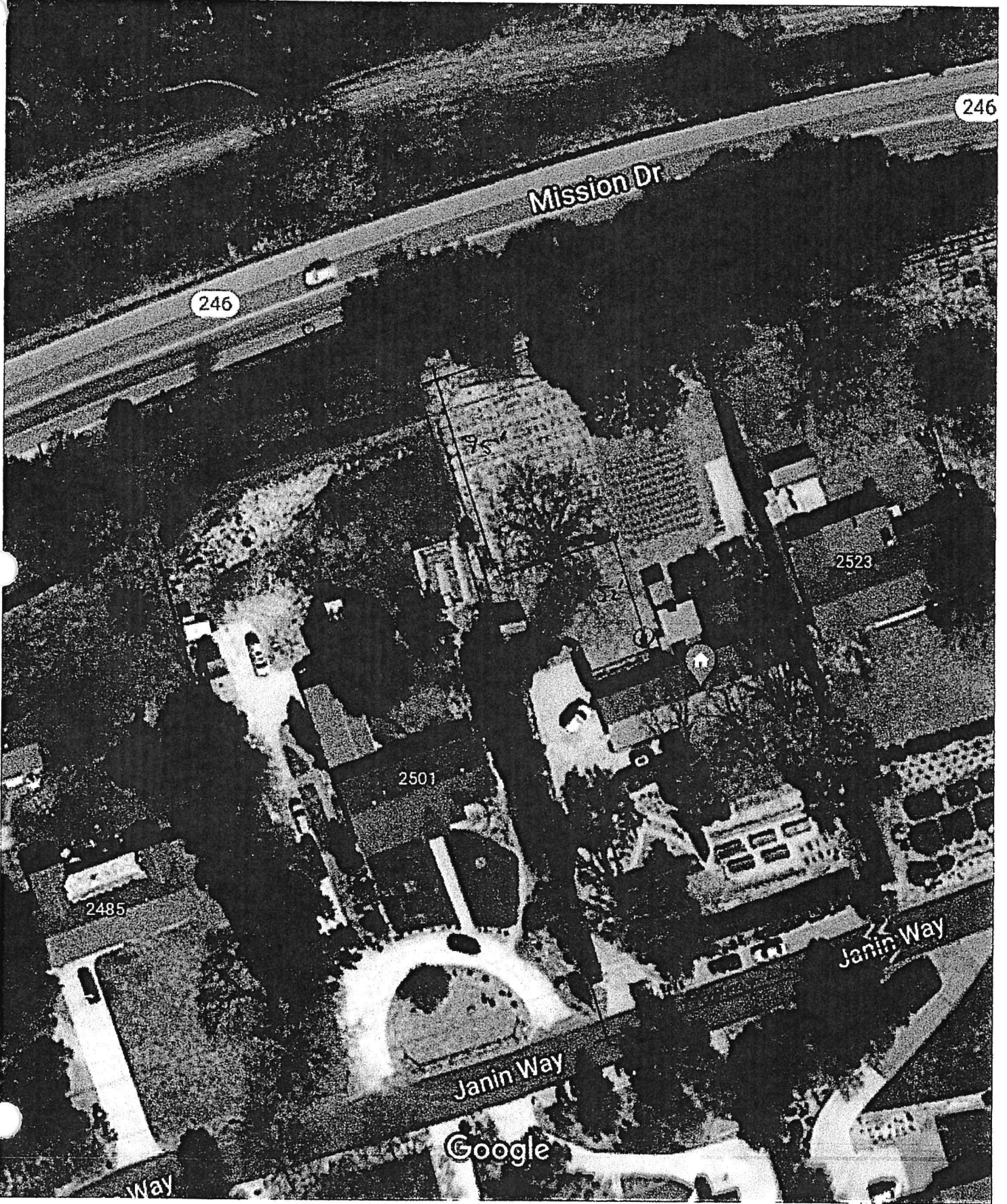
W/ UNDER PUMP
IN Sump to 1 1/2" LINE

IT L I I - U STRAIGHT DOWNHILL TO UPSTAIR
OF MANHOLE

Google Maps

ALT II SIDE SLOPE TO FURTHER DOWNHILL
MORE ROOM TOWERK PREFERRED?

NOT TO SCALE ALL LINES
APPROXIMATE



END OF 95' RUN IS PAST PROPERTY LINE



GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 3. CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT

REORGANIZATION ACT OF 2000 [56000 - 57550] (Heading of Division 3 amended by Stats. 2001, Ch. 388, Sec. 1.)

PART 1. GENERAL [56000 - 56160] (Part 1 added by Stats. 1985, Ch. 541, Sec. 3.)

CHAPTER 3. Introductory and General Provisions [56100 - 56134] (Chapter 3 added by Stats. 1985, Ch. 541, Sec. 3.)

- 56133.** (a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission of the county in which the affected territory is located.
- (b) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.
- (c) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory, if both of the following requirements are met:
- (1) The entity applying for approval has provided the commission with documentation of a threat to the health and safety of the public or the affected residents.
 - (2) The commission has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with the commission.
- (d) The executive officer, within 30 days of receipt of a request for approval by a city or district to extend services outside its jurisdictional boundary, shall determine whether the request is complete and acceptable for filing or whether the request is incomplete. If a request is determined not to be complete, the executive officer shall immediately transmit that determination to the requester, specifying those parts of the request that are incomplete and the manner in which they can be made complete. When the request is deemed complete, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete, unless the commission has delegated approval of requests made pursuant to this section to the executive officer. The commission or executive officer shall approve, disapprove, or approve with conditions the extended services. If the new or extended services are disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration.
- (e) This section does not apply to any of the following:
- (1) Two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider.
 - (2) The transfer of nonpotable or nontreated water.
 - (3) The provision of surplus water to agricultural lands and facilities, including, but not limited to, incidental residential structures, or projects that serve conservation purposes or that directly support agricultural industries. However, prior to extending surplus water service to any project that will support or induce development, the city or district shall first request and receive written approval from the commission in the affected county.
 - (4) An extended service that a city or district was providing on or before January 1, 2001.

(5) A local publicly owned electric utility, as defined by Section 9604 of the Public Utilities Code, providing electric services that do not involve the acquisition, construction, or installation of electric distribution facilities by the local publicly owned electric utility, outside of the utility's jurisdictional boundary.

(6) A fire protection contract, as defined in subdivision (a) of Section 56134.

(Amended by Stats. 2021, Ch. 31, Sec. 4. (AB 1581) Effective January 1, 2022.)