

**GOLETA WEST SANITARY DISTRICT
ORDINANCE NO. 58**

**AN ORDINANCE REGULATING THE DEDICATION OF SEWER FACILITIES AND
IMPROVEMENTS IN THE GOLETA WEST SANITARY DISTRICT**

1.0 General Provisions.

1.1 **Authorization.** This Ordinance is enacted pursuant to Chapter 3 (commencing with Section 6480) and Chapter 4 (commencing with Section 6510), Part 1, Division 6 of the California Health and Safety Code.

1.2 **Purpose.** The purpose of this Ordinance is to provide direction and policy with respect to the terms, conditions and procedures for the dedication of sewer facilities and other property and improvements to District.

1.3 **Scope.** This Ordinance shall apply to the dedication of sewer facilities and other property and improvements to District for the extension or provision of District services as provided in Article 1 (commencing with Section 6510), Chapter 3, Part 1, Division 6 of the California Health and Safety Code.

1.4 **Definitions.** The following definitions shall apply to the provisions of this Ordinance.

1.4.1 Applicant. "Applicant" shall mean the person or entity constructing the Facilities and making the Dedication.

1.4.2 Board. "Board" shall mean the Board of Directors of District.

1.4.3 Cash-Bond. "Cash Bond" shall mean a cash deposit, irrevocable letter of credit, bank deposit or other negotiable instrument delivered to District, in a form approved by District's Legal Counsel, made payable to District, which does not require the consent or approval of any other person in order for District to draw upon and convert to cash.

1.4.4 Certificate of Acceptance. "Certificate of Acceptance" shall mean the certificate issued by District to Applicant upon Dedication documenting District's acceptance of the Dedication.

1.4.5 Cash Deposit. "Cash Deposit" shall mean cash, physically deposited with District or in any bank account of District.

1.4.6 Construction. "Construction" shall include any site preparatory work.

1.4.7 Dedication. "Dedication" shall mean the transfer by Applicant and the acceptance by District of fee ownership of the constructed Facilities.

1.4.8 Dedication Agreement. "Dedication Agreement" shall mean the agreement entered into between District and Applicant for Construction and Dedication.

1.4.9 District. "District" shall mean the Goleta West Sanitary District.

1.4.10 Facilities. "Facilities" shall mean the property, both real and personal, and improvements constructed on the property, fee title to which is to be transferred from Applicant to District by Dedication.

1.4.11 Public Entity. "Public Entity" shall mean any governmental agency whose jurisdiction includes all or any portion of the Facilities.

1.4.12 Surety Bond. "Surety Bond" shall mean a bond or bonds by one or more duly authorized corporate surety companies on a form approved by District's attorney, or any other bond requiring consent or approval of another person before District can draw upon the same or convert to cash.

2.0 General Procedures

2.1 Coordination with Other Entities. District shall coordinate the exercise of its powers and duties with any other Public Entity authorized to regulate, supervise or impose conditions on the construction of the Facilities or any related improvements. Applicant shall comply with all regulations, orders and conditions whether imposed or enforced by District or any other Public Entity.

2.2 Standards and Specifications. District shall establish design and performance standards and specifications for all of the Facilities. All plans submitted to District shall comply with any and all such standards and specifications. The plans and the construction of the Facilities shall not deviate from such standards and specifications without prior written approval from District.

3.0 Conditions and Prerequisites to Construction. Before commencement of any construction of the proposed Facilities, an Applicant shall satisfy all of the following conditions.

3.1 Applications. Applicant shall complete and file with District any and all applications and forms as required by District and shall submit plans for the construction of the Facilities.

3.2 Studies and Reports. District shall require the studies and reports in conjunction with a Dedication which are described below. District may waive the requirement to submit any or all of the studies and reports upon a finding by the Board that their purposes have otherwise been satisfied by Applicant.

3.2.1 *Environmental Impact Report.* If District is a "lead agency" for purposes of the California Environmental Quality Act (CEQA), Applicant shall submit such environmental documentation and fees as may be required by District to perform an initial study of the potential environmental impacts of the Facilities pursuant to CEQA requirements. Based upon the conclusions of such initial study, Applicant shall prepare such additional documentation as required by District or applicable law.

3.2.2 *Soils Report.* A study of the ability of the soils on which the Facilities are to be constructed to support such Facilities and the impact the Facilities will have on surrounding soils and property.

3.2.3 *Geological Report.* A study analyzing the impacts of any seismic or other geological activities on the Facilities.

3.3 Plans. District shall evaluate and act upon the plans for the Facilities as submitted by Applicant as follows:

3.3.1 *Evaluation of Plans.* Upon District's receipt of plans for the Facilities as provided in Section 3.1, District shall evaluate the plans to ensure compliance with District's standards and specifications. In evaluating the sufficiency of the plans, District shall investigate and inspect the proposed site of the Facilities and any surrounding development or improvements. District shall prepare a written report describing its findings and recommendations.

3.3.2 *Acceptance or Rejection of Plans.* Based upon District's evaluation of the plans and the studies and reports described in Section 3.2, District shall determine whether to approve or reject the plans. District may waive any standards or specifications which District finds to be unnecessary in regard to the proposed Facilities. If District rejects the proposed plans, District shall identify those items which must be addressed or corrected prior to resubmittal of the plans.

3.3.3 *Appeals.* If Applicant disagrees with District's recommendations regarding the proposed Facilities, Applicant may appeal such determination to the Board. Appeals shall be filed pursuant to District procedures and payment of fees.

3.4 Dedication Agreement. Applicant and District shall execute a dedication agreement in a form as adopted and approved by District. The Dedication Agreement shall: (1) provide for Applicant's compliance with all applicable laws and ordinances and the approved plans; (2) grant District a reasonable right of access to the construction site for purposes of inspecting the Facilities; (3) establish the amount and duration of any Surety Bonds or other security to be provided by Applicant as described in Section 3.5; (4) establish procedures for exchanging information and providing notices; (5) establish procedures for modifying the approved plans; (6) establish insurance standards; (7) establish standards and procedures for acceptance of the Facilities and Dedication; and (8) provide for any other matters deemed necessary by District at the time of entering the Dedication Agreement.

3.5 Securities. For purposes of securing completion of Applicant's obligations under this Ordinance and the Dedication Agreement, Applicant shall provide adequate security as provided in this Section.

3.5.1 *Type of Security.* Unless otherwise provided by applicable law or in the Dedication Agreement, the security provided by Applicant shall be in the form of a Cash Bond, Cash Deposit, Surety Bond, or any combination of the above.

3.5.2 *Amount of Security.* The amount of security to be posted shall be specified in the Dedication Agreement and in an amount based on one hundred percent (100%) of the estimated cost of constructing the Facilities.

3.5.3 *Term of Security.* All security shall be for a term as specified in the Dedication Agreement and sufficient to cover Applicant's obligations under this Ordinance and the Dedication Agreement until such obligations are finally and fully completed and dedicated to and accepted by District.

3.5.4 *Purpose for Security.* Security is required by District to ensure completion of the Facilities and any other improvements to be constructed by Applicant as provided in the Dedication Agreement and to ensure the payment for all labor and materials provided or supplied in the construction of the Facilities. In securing multiple obligations, District, in its discretion, may require that Applicant provide a single security or separate securities.

3.5.5 *Release of Security.* Security shall be released by District upon the full completion of Applicant's obligations under this Ordinance and the Dedication Agreement for which the security was provided and acceptance and Dedication of the Facilities. Prior to such events, any security may be partially or fully released upon a determination by District that the purpose for which the security has been provided has been satisfied or is no longer applicable.

3.6 Easements. Applicant shall grant to District all necessary easements and rights-of-way for purposes of accessing and inspecting the Facilities during Construction, and for operating, repairing, maintaining, replacing and extending the Facilities upon and after Dedication and acceptance. District and Applicant shall enter into an agreement or agreements for such easements in a form approved by District in its sole discretion.

3.7 Reimbursement of Applicant. In the event that District and Applicant anticipate that any real property or any improvements in the vicinity of the Facilities which are not owned or to be constructed by Applicant will benefit by utilizing or connecting to the Facilities, District may require Applicant to construct Facilities of greater size and capacity than otherwise required for the real property and improvements owned by or to be constructed by Applicant, and if so required by District, District and Applicant shall enter into an agreement in a form satisfactory to District for the purpose of reimbursing Applicant for that excess cost of constructing the Facilities from payments actually received by District from the owners of the benefited real property or improvements.

3.8 Fees and Costs. Applicant shall pay to District any and all applicable fees and shall reimburse District for any and all actual costs and expenses associated with the Dedication and acceptance of the Facilities, including but not limited to, reviewing applications and plans, preparation of reports and documents, inspections, legal fees, monitoring construction and providing service connections. Any future costs and expenses shall be estimated by District and paid in advance by Applicant in accordance with the terms of the Dedication Agreement. If the advance payment exceeds District's actual costs, the balance shall be refunded to Applicant upon the issuance of the Certificate of Acceptance as described in Section 5.2.

4.0 Construction of Facilities and Other Improvements. The following provisions shall apply to any construction subject to this Ordinance.

4.1 Applicable Laws. Applicant shall comply with all applicable statutes, ordinances and regulations.

4.2 Compliance with Conditions. Applicant shall comply with, and all Facilities and other improvements shall be constructed in accordance with, all terms, standards, specifications, conditions or other requirements as provided in Section 3.0.

4.3 Inspections. District shall have the right to inspect the Facilities at any time during construction to ensure compliance with all applicable laws and conditions and the approved plans. Applicant shall grant District the right to access the construction site for purposes of inspection as provided in the Dedication Agreement. Upon completion of construction, District shall inspect the Facilities and perform any necessary or proper tests to determine whether the Facilities comply with the approved plans and are free of all defects in engineering, design and construction and are capable of meeting any and all requirements of service.

4.4 Corrections. Unless waived by District in writing, Applicant shall correct, repair or remedy any and all deviations from the approved plans and any and all defects in engineering, design and construction. Any correction, repair or remedy shall comply with any and all additional guidelines and directives issued by District for performing such correction, repair or remedy.

4.5 Liens and Releases. Prior to approval of the Facilities, Applicant shall provide that the Facilities, easements and any other property, real or personal, to be dedicated and transferred to District are free and clear of any and all liens and encumbrances. Applicant shall obtain a written waiver and release of all claims, liens and other rights from all contractors, subcontractors, suppliers and other individuals or entities providing labor or materials in the Construction of the Facilities unless waived by District.

4.6 Approval. District shall approve the Facilities at such time as all of District's requirements have been satisfied and the Facilities comply with the approved plans and all correction orders, if any. Upon a finding by Board that Applicant has completed Construction of the Facilities and satisfied all other obligations as required by this Ordinance, all other applicable laws, the Dedication Agreement, the approved plans and any and all other District requirements,

Board shall approve the Facilities and shall authorize and direct District to take appropriate actions for Dedication as provided in Section 5.0.

5.0 Acceptance and Dedication. Upon approval of the Facilities as provided in Section 4.6, District shall accept the Facilities as follows.

5.1 Transfer of Possession. Applicant shall transfer title to and possession of the Facilities to District and shall take all acts necessary to effect such transfer.

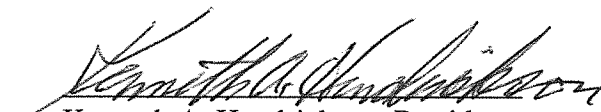
5.2 Certificate of Acceptance. Upon transfer of title and possession, District shall issue a Certificate of Acceptance evidencing District's acceptance of the transfer and Dedication.

6.0 Use and Operation. District shall use and operate the Facilities in accordance with its standard procedures as provided in the applicable ordinances, rules and regulations of the District.

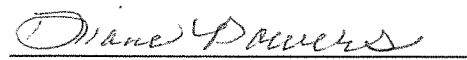
7.0 Conflict. The provisions of this Ordinance are intended to supplement and to be interpreted consistently with other District ordinances. With respect to applications within the scope of this Ordinance as defined in Section 1.3, other District ordinances which are inconsistent or less stringent than this Ordinance are repealed or superseded to the extent of the inconsistency or lack of stringency.

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the Board of Directors of the Goleta West Sanitary District at a regular meeting thereof held on the 8th day of December, 1998 by the following vote of the members thereof.

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| AYES: | Bearman, Gish, Hendrickson, Lewis, Meyer |
| NOES: | None |
| ABSTAINING: | None |
| ABSENT: | None |


Kenneth A. Hendrickson, President

ATTEST


Diane Powers, Secretary