

RESOLUTION NO. 11-007

A RESOLUTION ESTABLISHING TERMS AND CONDITIONS AND ORDERING
ANNEXATION OF TERRITORY

NAPA SANITATION DISTRICT, NAPA COUNTY, CALIFORNIA

STANLY RANCH DISTRICT ANNEXATION – 2010-1

RESOLVED, by the Board of Directors of the Napa Sanitation District, Napa County, California, as follows:

WHEREAS, on December 8, 2010, the Executive Officer of the Local Agency Formation Commission of Napa County (the "Commission") notified the Napa Sanitation District (the "District") that an application to annex territory to the District designated as "Stanly Ranch District Annexation" (the "Application") had been submitted to the Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq, the "Act");

WHEREAS, because of the geographical location of the territory to be annexed, the District can adequately and economically furnish services which are urgently needed within said territory, and no other governmental agency is now able to so furnish such services and there is presently no prospect that any other such agency will be able to so furnish such services within the reasonably foreseeable future;

WHEREAS, the regular County assessment roll is utilized by this District;

WHEREAS, the affected territory will be taxed for existing general bonded indebtedness of this District;

WHEREAS, it is the practice of the District to impose Terms and Conditions on annexing territory that represent and are consistent with the policies and procedures of the District;

WHEREAS, the affected local agencies associated with the Application are the County of Napa and the District; and

WHEREAS, Government Code Section 56663(c), a portion of the Act, provides that conducting authority proceedings for a proposed change of organization may be waived without hearing and notice if the Commission receives the consent of all affected local agencies that will gain or lose territory as a result of the respective change of organization and by the owner of the involved affected territory.

I do hereby certify that this is a full
true and correct copy of the original.

Witness my hand and official seal this

19th day of May, 2011



Cheryl P. Schuh

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that

1. The District offers its consent to the waiver of the conducting authority proceedings for the annexation of the subject territory of the Application contingent upon the following:

- a. The Application is approved by the Commission subject to the Terms and Conditions described in Exhibit "B" hereto attached and by reference incorporated herein;
- b. Recordation of the annexation by the Executive Officer of the Commission is made contingent upon notification from the District that the Terms and Conditions described in Exhibit "B" have been met to the satisfaction of the District; and
- c. The effective date of the annexation is designated by the Commission as the date of recordation.

2. To ensure compliance with the policies and procedures of the District, and to ensure the timely completion of annexation proceedings, any modifications desired by the Commission to the Terms and Conditions set forth in Exhibit "B" shall be reviewed and approved by the District prior to consideration and approval of the annexation by the Commission.

3. The General Manager of the District is hereby authorized to determine that the Terms and Conditions described in Exhibit "B" have been met and to notify the Executive Officer of the Commission upon this determination.

4. The District Secretary is directed to immediately file a certified copy of this Resolution in the office of the Commission.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted and passed by the Board of Directors of the Napa Sanitation District, Napa County, California, on the 18th day of May, 2011 by the following vote:

AYES, and in favor thereof, Directors: GRAVETT, SHINNAMON, MOTT, VAN GORDER

NOES, Directors: NONE

ABSENT, Directors: LUCE, TECHEL



Secretary, Napa Sanitation District
Napa County, California

APPROVED:



Chair

EXHIBIT "B"

TERMS AND CONDITIONS

STANLY RANCH DISTRICT ANNEXATION – 2010-1

1. Upon and after the effective date of said annexation, the Territory, all inhabitants within such Territory, and all persons entitled to vote by reason of residing or owning land with the Territory, shall be subject to the jurisdiction of the Napa Sanitation District, hereinafter referred to as "the District"; shall have the same rights and duties as if the Territory had been a part of the District upon its original formation; shall be liable for the payment of principal, interest, and any other amounts which shall become due on account of any outstanding or then authorized by thereafter issued bonds, including revenue bonds, or other contracts or obligations of the District; shall be subject to the levying or fixing and collection of any and all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such payment; and shall be subject to all of the rates, rules, regulations and ordinances of the District, as now or hereafter amended.
2. In the event that pursuant to rules, regulations or ordinances of the District, as now or hereafter amended, the District shall require any payment of a fixed or determinable amount of money, either as a lump sum or in installments, for the acquisition, transfer, use or right of use of all or any part of the existing property, real or personal, of the District, such payment will be made to the District in the manner and at the time as provided by the rules, regulations or ordinances of the District, as now or hereafter amended.
3. The property owner(s)/developer(s) shall deposit with the District an annexation fee of \$47,150.00 to reimburse the District engineering, legal, and all other costs incurred by the District in preparing and examining maps and plans, legal descriptions, agreements and other documents associated with processing subject annexation.
4. The property owner(s)/developer(s) shall file with the District a check in the amount of \$2,000.00 made payable to the State Board of Equalization.
5. The property owner(s)/developer(s) shall pay to the Napa County Assessor's Office a Mapping Services Fee of \$125.00.
6. The property owner(s)/developer(s) shall pay to the District capacity charges for the existing facilities located on the Stanly Ranch parcels. Additionally, the property owner(s)/developer(s) shall pay to the District capacity charges and sewer service charges for process wastewater discharge on the Stanly Ranch parcels. The capacity charges shall be paid in accordance with District Ordinance. The property owner(s)/developer(s) shall connect all new structures/uses generating domestic wastewater to the new sanitary sewer improvements. The

property owner(s)/developer(s) shall pay to the District capacity charges based on the rate in effect at the time of said payment for each proposed equivalent dwelling unit located on the property. If the owner(s) desire(s) to discharge process wastewater to the District in the future, the owner(s) would be required to pay capacity charges to the District based on the rates in effect at the time and would be subject to the rules and regulations in effect at that time. On September 15, 2010, the District's Board of Directors increased capacity charges. The capacity charges for a single-family dwelling will increase to \$6,000 (on January 1, 2012), \$7,000 (on July 1, 2012), and \$8,300 (on July 1, 2013). Projects with plans that have been deemed complete by the engineering staff shall pay the capacity charge in effect at the time the plans were deemed complete. This program expires on December 31, 2016. Contact District Staff for additional information regarding capacity charges.

7. The property owner(s)/developer(s) shall pay to the District a house lateral inspection fee based on the rates in effect at the time they are paid for each connection located on the property.

8. The property owner(s)/developer(s) shall connect the privately owned sewage disposal systems for domestic wastewater located on the Starmont Winery property to the to the new proposed sanitary sewer system within 1 year of completion of construction the proposed public sanitary sewer pump station. The property owner(s)/developer(s) shall eliminate the existing privately owned sewage disposal systems for domestic wastewater to the Napa County Division of Environmental Health requirements.

9. The property owner(s)/developer(s) of the Starmont Winery property may continue use of the existing privately owned wastewater treatment ponds, but shall eliminate the privately owned sewage disposal systems for process wastewater located on the Starmont Winery property to the Napa County Division of Environmental Health requirements if the property owner(s)/developer(s) requests connection to the public sanitary sewer system for winery waste. The property owner(s)/developer(s) of the Starmont Winery may submit a plan, to the District for review, for the conversion of the existing ponds to recycled water storage ponds.

10. The property owner(s)/developer(s) shall utilize recycled water for all landscaped areas (including but not limited to all landscaping, turf, vineyards, etc.) located within the boundaries of the subject annexation, subject to the availability of recycled water from the District, up to 200 acre-feet per year consistent with the District's Policy for Future Activities Associated with the Recycled Water Program (Resolution No. 11-004). The property owner(s)/developer(s) shall enter into the appropriate recycled water user agreements with the District. When improvements are installed, the subject property shall reduce or eliminate the use of potable water for vineyard irrigation. The owner(s)/developer(s) shall be responsible for the City of Napa conversion fee (from potable water to recycled water), if applicable.

11. The property owner(s)/developer(s) shall dedicate the appropriate private sanitary sewer and private recycled water easements necessary to install and operate the required sanitary sewer and recycled water facilities to serve the subject parcels. Easements that are dedicated shall be sufficient to provide sanitary sewer and recycled water service to all parcels in the subject annexation.

12. The property owner(s)/developer(s) shall dedicate a recycled water easement through the subject property on the west portion of Lot 9. Additionally, the property owner(s)/developer(s) shall dedicate a recycled water easement through the subject property on the north portion of Lot 16 and Lot 17. The recycled water easements will be for the purpose of recycled water mains to provide recycled water from the proposed 24-inch main for service of recycled water to Los Carneros Water District. Easement widths shall be determined by the District at the time of improvement plan review.

13. The property owner(s)/developer(s) shall install approximately 1,400 lineal feet of 8-inch public sanitary sewer gravity main, approximately 3,500 lineal feet of 6-inch public sanitary sewer force main, and a sanitary sewer pump station within the proposed development and pay all applicable fees within 5 years of recordation of subject annexation. The public sewer improvements shall be adequately sized to convey flow from the subject parcels in their final developed condition. The property owner(s)/developer(s) shall dedicate sanitary sewer easements and additional easements needed for the pump station to the District for the portions located outside of the public right of way. Easement widths shall be determined by the District at the time of improvement plan review. Connection to the existing District sanitary sewer system shall be at Manhole #9 or upstream (north) of Manhole #9. The owner(s)/developer(s) shall provide all-weather access to all points along the public sanitary sewer alignment. The owner(s)/applicant shall obtain all necessary permits for construction and coordinate with the District for site access approval.

14. The property owner(s)/developer(s) shall install approximately 7,500 lineal feet of 24-inch recycled water line from the existing 36-inch line located on the District property to the northwest corner of Lot 11 of the subject annexation within 5 years of recordation of the subject annexation. The property owner(s)/developer(s) shall dedicate recycled water line easements to the District for the portions located outside of the public right of way. Easement widths shall be determined by the District at the time of improvement plan review. Connection to the existing District recycled water system shall be to the existing 36-inch main. The owner(s)/developer(s) shall provide all-weather access to all points along the public recycled water alignment. The owner(s)/applicant shall obtain all necessary permits for construction and coordinate with the District for site access approval.

15. The property owner(s)/developer(s) shall install a sanitary sewer and recycled water crossing of the Napa River. The conduit that is installed under the Napa River for a recycled water main shall be adequately sized for a pipe that can convey water to the properties of the Los Carneros Water District. The owner(s)/developer(s) shall coordinate with District staff. The District recognizes that the Los Carneros Water District shall be responsible for their proportional cost of the construction of the recycled water line.

16. The property owner(s)/developer(s) shall design and construct any improvements needed to the existing Soscol Recycled Water Pump Station required to provide flow and pressure in the recycled water system needed for the subject property. A plan showing the proposed improvements shall be submitted to the District for approval.

17. The property owner(s)/developer(s) shall be responsible for all operations costs, maintenance costs, replacement costs, and depreciation costs of the proposed pump station and force main crossing the Napa River. The property owner(s)/developer(s) shall enter into an agreement with the District that includes terms and conditions for fees paid to the District to reimburse the District for the operations costs, maintenance costs, replacement costs, and depreciation costs. The agreement shall be binding on the property owner(s)/developer(s) and any future owner(s) and will inure to the benefit of the District.

18. The property owner(s)/developer(s) shall be responsible for paying for third-party plan review of the design and third-party inspection during construction of the proposed pump station and force main crossing the Napa River. The District will select the firm(s) to provide design review and construction inspection and the property owner(s)/developer(s) will reimburse the District for all costs.

19. The property owner(s)/developer(s) shall install, maintain, and operate a recycled water storage facility capable of storing 50 acre-feet of water. The storage facility shall be operational within 3 years of completion (acceptance) of the recycled water pipeline across the Napa River.

20. The property owner(s)/developer(s) shall submit a sanitary sewer and recycled water master plan prepared by a registered civil engineer. The master plan will be reviewed and approved by the District prior to annexation. The master plan shall include details of coordination with Los Carneros Water District for recycled water improvements. If Los Carneros Water District is not participating in the cost of design and construction of recycled water improvements, a smaller diameter recycled water main under the Napa River and an alternative connection point may be approved by the District. All sanitary sewer and recycled water improvements shall be consistent with the submitted master plan, unless approved by the District General Manager.

21. The property owner(s)/developer(s) shall submit a Plan and Profile of the aforesaid sanitary sewer and recycled water improvements (public and private) prepared by a registered civil engineer, conforming with the Rules, Regulations and Ordinances of the District and post the appropriate Labor & Materials and Faithful Performance Bonds guaranteeing said installations.

22. The required public sanitary sewer and public recycled water improvements shall be installed within 5 years of recordation of subject annexation.

23. The Napa Sanitation District's commitment to provide sanitary sewer service to the subject parcels is predicated by the subject territory currently designated as Tourist Commercial (Lots 3, 4, 9 and 10) and Resource Area (Lots 1, 2, 5-7, 11-17) in the City of Napa's General Plan. The District reserves the right to establish additional terms and conditions in the event of a change in designation. If Lot 17 subdivides in the future, the owner(s)/developer(s) shall submit a plan to the District proposing how each sub-parcel will be served by sanitary sewer and recycled water.

24. The property owner(s)/developer(s) shall agree to conditions 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22 and 23, and fulfill conditions 3, 4, 5, 20 and 21 prior to the District's issuance of a letter to LAFCO authorizing recordation of subject annexation, and in no case more than 1 year after LAFCO's adoption of a resolution approving subject annexation, unless extended by LAFCO. Any extensions granted shall in total not exceed 1 year.