



San Luis Obispo Local Agency Formation Commission Meeting Agenda November 17, 2022, 9:00am

MEETING

November 17, 2022 – 9 A.M.
**ZOOM MEETING, SEE ACCESS
INFORMATION BELOW**

CONTACT

ROB FITZROY
EXECUTIVE OFFICER
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COMMISSIONERS

ED WAAGE, CHAIR, CITY
DEBBIE ARNOLD, VICE CHAIR, COUNTY
LYNN COMPTON, COUNTY
STEVE GREGORY, CITY
MARSHALL OCHYLSKI, SPECIAL DISTRICT
ROBERT ENNS, SPECIAL DISTRICT
HEATHER JENSEN, PUBLIC
DAWN ORTIZ-LEGG, COUNTY ALTERNATE
CHARLES BOURBEAU, CITY ALTERNATE
ED EBY, SPECIAL DISTRICT ALTERNATE
DAVID WATSON, PUBLIC ALTERNATE

MEETING PARTICIPATION

- **To submit written comment**, mention the matter or agenda item number and send via email to mbing@slo.lafco.ca.gov or fill out an online submission form on our website at slo.lafco.ca.gov, or U.S. mail at 1042 Pacific St Suite A, San Luis Obispo CA, 93401. All correspondence is distributed to each Commissioner and will become part of the official record of the Commission meeting.
- **To submit a pre-recorded verbal comment** call (805) 781-5795; state and spell your name, mention the agenda item number you are calling about and leave your comment. Your comments will be distributed to each Commissioner and will become part of the official record of the Commission meeting.
- **To provide live comment**, join the meeting via Zoom (see meeting access information below) and press the "raise a hand" button or if joining by phone only, press *9 to indicate a desire to make comment. The chair or staff will call you by name or phone number when it is your turn to comment; limited to 3 minutes per item.
 - * If you are joining by Zoom & phone, still use the Zoom raise hand button as *9 will **not** work.

Other Notes:

- In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the Clerk at 805-781-5795. Notification provided a minimum of 48 hours prior to the meeting will enable the Clerk to make reasonable arrangements to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically disabled.
- It is required by Government Code Section 84308 that a participant in a LAFCO proceeding who has a financial interest in the decision and who has made a campaign contribution of more than \$250 to any Commissioner within (12) months prior, must disclose the contribution. If you are affected, please notify Commission Staff before the hearing.



MEETING ACCESS

LAFCO Commission Meetings can be viewed at:

<https://us06web.zoom.us/j/87452306550?pwd=R1ZyOHpHOS9uc3VzRVc3NHplVmhhHQT09>

Webinar ID: **874 5230 6550** Password: **511720**
Call-in Number: **1 669 900 6833** Public Comments: On the agenda cover page

MEETING AGENDA

Call to Order/Roll Call

Approval of the Minutes: October 20, 2022 **(Pages 3 - 6)**

Non-Agenda Public Comment Period

This is the period in which persons may speak on items that are not on the regular agenda. You may provide public comment in one of the three methods mentioned above in the “Meeting Participation” section.

Consent Agenda

A-1: Resolution Regarding Commission Meetings Held by Teleconference as Provided by AB 361 (Recommend Review and Approve) **(Pages 7 - 12)**

A-2: 2023 Regular Meeting Calendar (Recommend Review and Approve) **(Pages 13 - 15)**

Regular Matters

B-1: LAFCO File No. 2-R-22: Annexation #13 to County Service Area 18 (Jack Ranch Headquarters) (Recommend Review and Approve) **(Pages 16 - 90)**

B-2: First Quarter Fiscal Year 2022-23 LAFCO Budget Status and Work Plan Report (Recommend Review and Approve) **(Pages 91 - 109)**

Informational Matters

C-1: Notice of Petition of Application for Annexation #30 Dana Reserve Specific Plan to Nipomo Community Services District - LAFCO File No. 4-R-22 (Recommend Receive and File) **(Pages 110 - 111)**

Commissioner Comments

Legal Counsel Comments

Executive Officer Comments

Adjournment



**SAN LUIS OBISPO
LOCAL AGENCY FORMATION COMMISSION
OCTOBER 20, 2022, MEETING MINUTES**

Call to Order

The San Luis Obispo Local Agency Formation Commission (LAFCO) meeting was called to order at 9:00 a.m. on Thursday, October 20, 2022, by Chairperson Ed Waage through Zoom pursuant to the COVID-19 provisions of the Governor's Executive Order AB 361.

Roll Call

Present: Chairperson Ed Waage, Vice-Chair Debbie Arnold, Commissioners Lynn Compton, Robert Enns, Steve Gregory, Heather Jensen, Marshall Ochylski, Alternate Commissioners Ed Eby, and David Watson

Absent: Alternate Commissioners Charles Bourbeau and Dawn Ortiz-Legg

Staff: Rob Fitzroy, LAFCO Executive Officer
Imelda Marquez, LAFCO Analyst
Morgan Bing, LAFCO Clerk Analyst
Brian Pierik, LAFCO Legal Counsel

Approval of the Minutes: August 18, 2022

Chairperson Waage announced the consideration of approval for the August 18, 2022, Regular Meeting Minutes.

Chairperson Waage asked if any written or live public comments were received.

Ms. Bing reported that no written or live public comments were received.

Chairperson Waage closed public comment and asked for Commissioner comments or a motion to approve the minutes.

Commissioner Enns motioned to approve the minutes.

Commissioner Compton seconded the motion.

AYES: Commissioners Enns, Compton, Gregory, Watson, Ochylski, Vice Chair Arnold, and Chairperson Waage

NAYS: None

ABSTAINING: None

The motion was passed with a unanimous roll call vote.

Non-Agenda Public Comments

Chairperson Waage asked if any written or live non-agenda public comment requests were received.

Ms. Bing reported that no written or live public comments were received.

Consent Agenda

A-1: Resolution Regarding Commission Meetings Held by Teleconference as Provided by AB 361 (Recommend Review and Approve)

Chairperson Waage asked if any written or live comments from the public were received.

Ms. Bing reported that no written or live public comments were received.

Chairperson Waage closed public comment and asked for Commissioner motion to approve the Consent Agenda item.

Commissioner Ochylski motioned to approve the items on consent.

Commissioner Compton seconded the motion.

AYES: Commissioners Ochylski, Compton, Enns, Gregory, Watson, Vice Chair Arnold, and Chairperson Waage

NAYS: None

ABSTAINING: None

The motion was passed with a unanimous roll call vote.

Informational Matters

B-1: New Teleconferencing Rules Under AB 2449 (Recommend Receive and File)

Mr. Fitzroy announced that Commissioner Jensen joined the meeting.

Mr. Fitzroy presented the item.

Chairperson Waage opened the item for Commissioner questions.

Chairperson Gregory asked if traditional in-person meetings would resume in March.

Mr. Fitzroy responded to the question and provided answers.

Mr. Pierik provided input on traditional teleconferencing rules.

Chairperson Waage asked if any written or live comments from the public were received.

Ms. Bing reported that no written or live public comments were received.

Chairperson Waage closed public comment and announced the item was received and filed.

Regular Matters

C-1: LAFCO File 1-R-21: Annexation #82 to the City of San Luis Obispo (Froom Ranch Specific Plan Area) Time Extension Request (Recommend Review and Approve)

Mr. Fitzroy presented the item.

Chairperson Waage opened the item for commissioner comments, hearing none.

Chairperson Waage asked if any written or live comments from the public were received.

Ms. Bing reported that no written or live public comments were received.

Chairperson Waage closed public comment and asked for additional comments or Commissioner motion to approve the action to approve a one-year time extension for LAFCO File No. 1-R-21 to allow additional time for the applicant to comply with required Conditions of Approval as established by LAFCO resolution No. 2021-05.

Commissioner Gregory made a motion to approve the action.

Commissioner Compton seconded the motion.

AYES: Commissioners Gregory, Compton, Enns, Ochylski, Vice Chair Arnold, and Chairperson Waage

NAYS: None

ABSTAINING: None

NOTE: Commissioner Jensen and Alternate Commissioner David Watson were not present during the roll call vote.

The motion was passed with a unanimous roll call vote.

Commissioner Comments: None

Legal Counsel Comments: None

Executive Officer Comments: Mr. Fitzroy shared anticipated agenda items for the November meeting.

Adjournment: With no further business before the Commission, the meeting adjourned at 9:19 a.m. until the next meeting of the Commission pursuant to Governor's Executive Orders, depending upon the progression of the COVID-19 pandemic.

THESE MINUTES ARE NOT OFFICIAL NOR ARE THEY A PERMANENT PART OF THE RECORD UNTIL THEY ARE APPROVED BY LAFCO COMMISSIONERS AT THE NEXT REGULAR MEETING.

Respectfully submitted,
Morgan Bing, LAFCO Clerk Analyst

DRAFT



San Luis Obispo Local Agency Formation Commission

TO: MEMBERS OF THE COMMISSION

FROM: BRIAN PIERIK, LEGAL COUNSEL

DATE: NOVEMBER 17, 2022

SUBJECT: RESOLUTION REGARDING COMMISSION MEETINGS HELD BY TELECONFERENCE AS PROVIDED BY AB361

RECOMMENDATION

It is respectfully recommended that the Commission consider taking the following actions:

Action 1: Adopt Resolution of the San Luis Obispo Local Agency Formation Commission Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e).

DISCUSSION

All meetings of the San Luis Obispo Local Agency Formation Commission ("Commission") are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963).

Before COVID-19, Section 54953(b) of the Brown Act allowed for teleconferencing if the public agency complied with the following requirements:

1. At least a quorum of the members of the legislative body must participate from locations within the boundaries within the jurisdiction of the local agency.
2. An agenda shall be posted at all teleconference locations.
3. Each teleconference location shall be identified in the notice and agenda of the meeting.
4. Each teleconference location shall be accessible to the public.

Due to COVID-19, Governor Newsom temporarily suspended compliance with these requirements and as a result, city officials were allowed to teleconference from locations such as their homes without needing to open up those homes or other

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Legal Counsel

locations for entry by members of the public. However, Governor Newsom’s temporary suspension of such rules expired on September 30, 2021. AB 361 allows the modified teleconferencing rules to continue, subject to the existence of certain requirements of Government Code Section 54953 (e).

Government Code section 54953(e)(1), which was adopted by AB 361, lists the circumstances under which a local agency may use such modified teleconferencing procedures, as follows:

(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic. The State of Emergency remains in effect and COVID-19 continues to threaten the health and lives of the public and the Delta and Omicron variants are highly transmissible in indoor settings.

For these reasons, the recommended action is for the Commission to adopt the Resolution of the San Luis Obispo Local Agency Formation Commission Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e), Attachment A to this Staff Report.

The attached Resolution will authorize the Commission to hold teleconference meetings within the requirements of AB 361 but does not prohibit the Commission from holding in person meetings in the future.

If the state of emergency ends or if the Commission decides to rescind the Resolution, then meetings of the Commission must comply with the pre-COVID teleconferencing rules of 54953(b) described earlier in this Staff Report.

Attachment A: Resolution of the San Luis Obispo Local Agency Formation Commission Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)

Attachment A

Resolution of the San Luis Obispo Local Agency Formation
Commission Proclaiming The Continuing Need To Meet By
Teleconference Pursuant To Government Code Section
54953 (e)

IN THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Thursday, November 17, 2022

RESOLUTION NO. 2022-XX

**RESOLUTION OF THE SAN LUIS OBISPO LOCAL AGENCY FORMATION COMMISSION
PROCLAIMING THE CONTINUING NEED TO MEET BY TELECONFERENCE PURSUANT
TO GOVERNMENT CODE SECTION 54953 (e)**

WHEREAS, all meetings of the San Luis Obispo Local Agency Formation Commission are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, such State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of the public; and

WHEREAS, the Delta and Omicron variants are highly transmissible in indoor settings; and

WHEREAS, breakthrough cases are becoming more common

WHEREAS, on October 20, 2022, the Commission adopted a Resolution Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Local Agency Formation Commission of the County of San Luis Obispo, State of California (“Commission”), as follows:

1. Recitals. The Recitals set forth hereinabove are true and correct and are hereby incorporated by this reference.
2. Imminent Risk to Health and Safety. Due to COVID-19, holding meetings of the Commission in person will present imminent risk to the health and safety to attendees.



San Luis Obispo Local Agency Formation Commission

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Clerk Analyst

BRIAN A. PIERIK
Legal Counsel

TO: MEMBERS OF THE COMMISSION

FROM: ROB FITZROY, EXECUTIVE OFFICER

DATE: NOVEMBER 17, 2022

SUBJECT: 2023 REGULAR MEETING CALENDAR

RECOMMENDATION

It is respectfully recommended that the Commission approve, by motion, the 2023 regular meeting calendar (Attachment A).

DISCUSSION

Attachment A includes a tentative calendar for regular LAFCO meetings for 2023. No significant changes are proposed, the Commission will meet the third Thursday of each month at 9am.

Attachment A: 2023 Regular Meeting Calendar

Attachment A

2023 Regular Meeting Schedule



San Luis Obispo LAFCO

2023 Tentative Meeting Schedule

Date	Time
January 19, 2023	9:00 a.m.
February 16, 2023	9:00 a.m.
March 16, 2023	9:00 a.m.
April 20, 2023	9:00 a.m.
May 18, 2023	9:00 a.m.
June 15, 2023	9:00 a.m.
July 20, 2023	9:00 a.m.
August 17, 2023	9:00 a.m.
September 21, 2023	9:00 a.m.
October 19, 2023	9:00 a.m.
November 16, 2023	9:00 a.m.
December 21, 2023	9:00 a.m.



San Luis Obispo Local Agency Formation Commission

TO: MEMBERS OF THE COMMISSION

**FROM: ROB FITZROY, EXECUTIVE OFFICER
IMELDA MARQUEZ, ANALYST**

DATE: NOVEMBER 17, 2022

**SUBJECT: LAFCO FILE 2-R-22: ANNEXATION #13 TO COUNTY SERVICE AREA
18 (JACK RANCH HEADQUARTERS)**

RECOMMENDATION

It is recommended that the Commission consider the following actions.

Action 1: Finds, by motion, the proposal to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15303 Class 3 (d) and section 15319, Class 19 (b).

Action 2: Approve, by motion, to waive protest proceedings pursuant to Government Code §56662(a).

Action 3: Approve, by resolution, the proposed Annexation to County Service Area (CSA) 18 as contained in Attachment B with the following conditions:

1. The applicant shall comply with all terms and conditions stated in the County of San Luis Obispo Public Works Department Conditional Intent to Serve Letter (Attachment E) for the Jack Ranch Headquarter Portion of Tract 2429, Lot 14 (APN 044-445-001), dated August 11, 2022, prior to CSA 18 providing wastewater service to the property.
2. This condition applies to the extent allowed by law. The applicant agrees to defend, indemnify, hold harmless and release the San Luis Obispo Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the proposal or on the environmental documents submitted to or prepared by LAFCO in connection with the proposal. This indemnification obligation shall include, but not be limited

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Legal Counsel

to, damages, costs, expenses, attorneys' fees, and expert witness fees that may be asserted by any person or entity, including the Applicant, arising out of or in connection with the application. In the event of such indemnification, LAFCO expressly reserves the right to provide its own defense at the reasonable expense of the applicant.

PROJECT OVERVIEW

Project Applicant: Landowner Petition of Application by JR Owners, LLC

Certificate of Filing: Issued on October 24, 2022

Acreage and General Location: The 2.4-acre annexation area is located southwest of CSA 18 Country Club and will remain in the unincorporated area of San Luis Obispo County ("County") as seen in Attachment D. CSA 18 is located southeast of the City of San Luis Obispo and south of highway 227/ Edna Road.

APNs: A portion of 044-445-001.

Summary: In 2019, a Tract Map (Tract 2429) to subdivide a 299-acre property into 13 residential lots, approximately one acre in size, with a 285-acre agriculture/open space remainder parcel was approved by the County of San Luis Obispo. The approval created 13 residential lots clustered in the southern portion of the site. The annexation of the 13 lots to CSA 18 was considered and approved by the LAFCO Commission November 2020. The 285-acre remainder lot, known as lot 14, was placed into an agriculture open space easement; consists of approximately 163 acres of existing and proposed vineyards and approximately 122 acres of natural open space for a total of 285-acres. Within lot 14, the agricultural portion, a 2.4-acre building envelope was designated for the future development. The County reviewed and approved a development plan for the 2.4-acre area on April 1, 2022 (County file N-DRC2021-00001). The development plan approved by the County will allow a 5,302-square-foot single-story ranch headquarters (a primary residence), a 5,330-square-foot farm support quarters, and a 1,600-square-foot accessory dwelling unit (ADU). The applicant is now wishing to annex the 2.4-acre building envelope, currently zoned Agriculture. The building envelope is within a 285-acre parcel, zoned Agriculture and Rural Land, that is under an open-space easement, as previously mentioned, but only the 2.4-acre building envelop is proposed to be annexed into CSA 18. The easement was established with a development envelope to allow for uses related to agriculture.

The Jack Ranch Headquarters (HQ) annexation area is within the CSA 18's Sphere of Influence (SOI). The annexation would enable the applicants to receive wastewater service from CSA 18 to meet wastewater needs associated with the proposed development. CSA 18 provides wastewater treatment and disposal for the San Luis Obispo Country Club area. The CSA is a single-

purpose agency authorized to provide wastewater service to the Country Club Estates area. The County Public Works Department operates the plant and issued a letter August 15, 2022, which stated its conditional intent to provide wastewater service to the Jack Ranch HQ area.

Timeline of Events: On March 18, 2022, the applicant received project approval for Minor Use Permit N-DRC2021-00001 from the San Luis Obispo County Planning Commission.

On April 01, 2022, the applicant received a Notice of Final County Action from the County Planning and Building Department for Minor Use Permit approval N-DRC2021-00001.

On May 16, 2022, the landowner applied to LAFCO through a petition of application to annex a 2.4-acre property into CSA 18.

On June 14, 2022, within the 30-day response requirement period, staff provided the applicant with a 30-day review letter, placing the project on hold until the items detailed in the letter be addressed/submitted to continue processing the application.

On June 27, 2022, the applicant provided their initial response to the information requested by LAFCO, but some information requests were still pending.

On August 9, 2022, the County Board of Supervisors commenced and approved a \$0 exchange of property tax revenue to be transferred between the County and CSA 18.

On August 11, 2022, the County Public Works Department issued a Conditional Intent to Serve Letter for the Headquarter Portion of Tract 2429, Lot 14 (APN 044-445-001).

On August 15, 2022, the County Public Works Department issued a Plan for Services to provide Wastewater to the proposed annexation area (Attachment E).

On October 24, 2022, the application met submission requirements and allowed staff to issue a Certificate of Filing.

Public Notification: Notice was mailed to property owners and registered voters within 300 feet of the proposed annexation property boundary. Mailing was sent out at least 21 days in advance of the hearing. In addition, an advertisement was placed in the Tribune on October 27, 2022, 21 days in advance of today's hearing. Notice has been sent to the applicants, the County, applicable agencies, and other interested parties.

Protest Proceedings: Government Code section 56662 allows the Commission to make determinations and waive protest proceedings entirely if the proposal meets the criteria specified below:

- 1) *The territory is uninhabited.*

- 2) *An affected local agency has not submitted a written demand for notice and hearing during the 10-day period as described in subdivision (c).*
- 3) *The proposal meets either of the following criteria:*
 - a. *The petition accompanying the proposal is signed by all of the owners of land within the affected territory.*
 - b. *The proposal is accompanied by proof, satisfactory to the commission, that all the owners of land within the affected territory have given their written consent to the proposal.*

The area proposed for annexation is legally uninhabited per the definition of the Cortese, Knox Hertzberg Act (CKH) meaning it has less than 12 registered voters. The proposal also includes a written letter of 100% landowner consent. This proposal meets all the criteria and staff recommend that protest proceedings be waived.

ACTION 1 | ENVIRONMENTAL DETERMINATION

LAFCO, as the Lead Agency, proposes to Categorically Exempt the project pursuant to State CEQA Guidelines§ 15303 Class 3 (d) because the annexation area consists of new construction for sewage extensions of reasonable length to serve such construction. In addition, the proposal is categorically exempt from CEQA pursuant to State CEQA Guidelines§ 15319 Class 19 (b) annexations of individual small parcels for facilities and lots for exempt facilities exempted by Section 15303. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the foregoing exemptions inapplicable.

ACTION 2 | ANNEXATION

LAFCO Factors Government Code 56668: Government Code Section 56668 identifies a number of factors that must be considered by LAFCO in reviewing a proposal for annexation. A select number of the key applicable factors for the project are discussed in the body of this staff report for the Commission’s consideration. All other remaining factors are addressed in detail in Attachment A of this staff report and summarized in the table below.

• Population and Land Use	• Need for Services	• Impact on Adjacent Areas
• Commission Policies	• Agricultural Lands	• Definite Boundaries
• Consistency with General Plans and Reg. Trans. Plan	• Sphere of Influence	• Other Agency Comments
• Ability to provide services	• Availability of water supplies	• Housing

- | | | |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Comments from landowner, voters or residents | <ul style="list-style-type: none">• Existing information about existing land use | <ul style="list-style-type: none">• Environmental Justice |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|

Ability to provide Wastewater Services/ Plan for Service: The single-purpose agency authorized to provide wastewater service, CSA 18, is capable and willing to provide service to the property within the annexation area. This is documented in the County’s Plan for Services and Conditional Intent to Serve Letter dated August 11, 2022, in Attachment E. Currently, there is no existing sanitary sewer infrastructure on the project site. The applicant will need to design, construct, install a private pump station and wastewater collector line extension (including all necessary system improvements) and manholes from the nearest existing point of connection adequate to provide wastewater service to the proposed project.

The cost of any and all services for the subject annexation will be paid by the applicant in accordance with CSA 18’s existing fee structure and per the terms and conditions of the Engineering Reimbursement Agreement dated August 15, 2022. All costs associated with the design, inspection, plan check and review and construction inspection by CSA 18 staff will be paid by the applicant. Any and all costs associated with provision of wastewater services by CSA 18 after completion and connection of the subject properties to the CSA 18 wastewater system will be paid by the applicant and/or future owners of said properties.

Capacity. The County Public Works Department, who operates CSA 18 wastewater treatment plant evaluated the CSA’s ability to accept additional flows from the Jack Ranch HQ project.

County staff have advised that the maximum number of Dwelling Unit Equivalents (DUEs) served by the existing treatment plant is 502. The proposed development would add 2.5 DUEs bringing the current 475.5 (number pulled from Anx#12 to CSA 18 Engineering Analysis Report) up to 478, which would remain under the treatment plants maximum of 502.

The proposed Jack Ranch HQ area connection to CSA 18 system will be through manhole #3, as seen in the second map of Attachment D. Manhole #3 has a capacity of 50 DUEs and currently serves 3. The project proposes an addition of 2.5 DUEs, which brings the total to 5.5 and would remain under the maximum of 50. Please note that the collection system is sized for cleaning as opposed to capacity.

It was concluded that the proposed project satisfies the County’s requirements for treatment system capacity without the need for modifications to the treatment plant or manhole #3 (nearest to the project site).

Agricultural/ Open Space: The Jack Ranch HQ annexation area of 2.4-acres contains prime agricultural land as defined by the CKH Act and also promotes the development of that prime agriculture land; an open space easement has been implemented which mitigates the impacts on prime agriculture lands, discussed in more detail below.

Government code section 56064 defines “Prime Agricultural Land” as an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the qualifications mentioned in that code section (a-e). Qualification (d) describes it as “Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre.”. As previously mentioned, the site contains approximately 157.9 acres of existing vineyards. Per the 2021 SLO County Crop Report, Wine grapes are valued over \$1k per ton per acre on bearing acres, meeting part (d) of the prime ag qualifications.

Any permanent conversion of “prime agriculture land” per the definition of CKH requires mitigation on a 1:1 basis per LAFCO policy 12 (a). In this case, it will not be necessary for LAFCO to require a Condition of Approval to mitigate the prime agricultural land that would be converted to non-agricultural because the applicant has already conserved 285-acres of ag and open space (See Attachment G of the staff report for the easement documentation). In summary, from the 285-acres being conserved, 157.9-acres is existing vineyards that would be considered prime agriculture land as defined in government code section 56061 (d) and the remaining acreage would remain open space under the easement.

The property is also under a Williamson Act Contract, additional analysis was conducted in Factor (d) of Attachment A to address government code section 56856.5 - Change of organization or reorganization, land subject to Williamson Act.

Public Comments: No comments were received from the public agencies prior to the release of the staff report.

Agency Comments: No comments were received from public agencies.

STAFF RECOMMENDATION

At the conclusion of its consideration, the Commission may approve the request, with or without amendment, wholly, partially, or conditionally, or disapprove the request. The Commission has discretion in light of the whole record to make its decision.

If approved, annexation of the Jack Ranch HQ area into CSA 18 will become effective upon filing the Certificate of Completion with the Clerk Recorder pursuant to Government Code §56020.5. The CKH Act (GC 57001) allows up to one year for a Certificate of Completion to be filed with the Clerk Recorder, otherwise the action is deemed abandoned. If conditions of approval are not met within a year, LAFCO may grant extensions based on a reasonable request by the applicant. The time frame for an extension is at LAFCO’s discretion based on the circumstances of the proposal.

If your Commission moves to approve the annexation, staff recommends that roll call vote be taken for each of the following actions:

Action 1:

Finds, by motion, the proposal to be exempt pursuant to CEQA Guidelines section 15303 Class 3 (d) and section 15319, Class 19 (b).

Action 2:

Approve, by motion, to waive protest proceedings pursuant to Government Code §56662(a).

Action 3:

Approve, by resolution, the proposed Annexation to CSA 18 as contained in Attachment B with the following conditions:

1. The applicant shall comply with all terms and conditions stated in the County of San Luis Obispo Public Works Department Conditional Intent to Serve Letter (Attachment E) for the Jack Ranch Headquarter Portion of Tract 2429, Lot 14 (APN 044-445-001), dated August 11, 2022, prior to CSA 18 providing wastewater service to the property.
2. This condition applies to the extent allowed by law. The applicant agrees to defend, indemnify, hold harmless and release the San Luis Obispo Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the proposal or on the environmental documents submitted to or prepared by LAFCO in connection with the proposal. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, and expert witness fees that may be asserted by any person or entity, including the Applicant, arising out of or in connection with the application. In the event of such indemnification, LAFCO expressly reserves the right to provide its own defense at the reasonable expense of the applicant.

Attachment A: LAFCO Legislative Factors-Government Code Section 56668

Attachment B: Draft LAFCO Resolution Approving the Annexation

Exhibit A: Annexation Map

Exhibit B: Legal Description

Attachment C: Notice of Determination/Categorical Exemption

Attachment D: Vicinity Maps / Connection to CSA 18 Map

Attachment E: Plan for Services & Conditional Intent to Serve Letter

Attachment F: County Notice of Final Action Letter for Minor Use Permit N-DRC2021-00001

Attachment G: Open-Space Easement on Parcel 14 of Tract 2429

Attachment A

LAFCO Legislative Factors-
Government Code Section
56668

Attachment A

LAFCO Proposal Review Factors - Government Code 56668

Annexation #13 to the County Service Area (CSA) 18

(Jack Ranch Headquarters) – LAFCO No. 2-R-22

Factor (a)

Population and population density; land area and **land use**; per capita **assessed valuation**; **topography**, **natural boundaries**, and **drainage basins**; proximity to other populated areas; the **likelihood of significant growth in the area**, and in adjacent incorporated and unincorporated areas, during the next 10 years.

Response.

Population and Population density:

A Minor Use Permit (MUP) was approved by the San Luis Obispo County for a single-story ranch headquarters, a farm support quarters with an accessory dwelling unit (total of 3 units), approximately 7 new residents (3 units x 2.37 persons/unit) based on California Department of Finance 2021 estimates for average household size in the County. This would result in a <1% increase in the County unincorporated population of 115,506 (DOF 2021). The SLO County 2016-2018 Resource Summary Report says that in 2018 the service area population was 881 for CSA 18. This would result in an estimated 0.8% increase in CSA 18's population.

Land Area and Land Use:

The Jack Ranch Headquarters (HQ) annexation area is zoned Agriculture and the entire parcel is both Agriculture and Rural Land, designated as an Airport Review Area, Renewable Energy Overlay, and Sensitive Resource Area; no zoning changes are proposed.

Per Capita Assessed Valuation:

The total assessed value of the annexation area as determined by the County Assessor is \$1,997,136. This breaks down as \$821,825 in land value and \$1,167,478 in improvement values. The amount of property tax revenue to be transferred between the County of San Luis Obispo and CSA 18 shall be zero. This is because wastewater services provided by CSA 18 are financed by connection fees and charges and not by property taxes.

Topography, Natural Boundaries, and Drainage Basins:

The topography on the site is gently to moderately sloping. The site is characterized by vineyards, grasslands, oak woodland, and riparian. Site drainage is generally to the south and ultimately into Davenport Creek (a tributary of San Luis Obispo Creek surrounded by vineyards on north and south of waterway).

Proximity to Other Populated Areas:

The Jack Ranch HQ annexation involves a 2.4-acre building envelope within an approximately 283-acre parcel of ag and open space; located southeast of CSA 18. The annexation area is less than a mile away from the current CSA 18 boundary.

Likelihood of Significant Growth in the Area, and in Adjacent Incorporated and Unincorporated Areas, During the Next 10 Years:

Population growth resulting from the project would be minimal. Significant increases in population are not anticipated to occur in this area over the next 10 years. Although, the Jack Ranch HQ annexation would increase services. The County is prepared to provide services and has provided a plan for services and a Conditional Intent to Serve Wastewater letter from Public Works dated August 15, 2022. The balance of the 283-acre parcel has been placed into an agricultural open space easement, therefore no additional growth would occur in adjacent and surrounding areas.

Factor (b)

1) The **need for organized community services**; the present cost and adequacy of governmental services and controls in the area; probable future needs for those services and controls; and probable effect of the

Response.

CSA 18 is a dependent special district and single-purpose agency authorized to provide wastewater service to the Country Club Estates area which is subject to septic tank failures due to impervious soils. In order for the Jack Ranch HQ annexation area to proceed with their Minor Use Permit Approval, the applicant would need to comply with the County's Notice of Final action conditions of approval. Condition 7 states the need to submit evidence of a septic

proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.

2) "Services," as used in this subdivision, refers to governmental services whether or not the services are services which would be provided by local agencies subject to this division, and includes the public facilities necessary to provide those services.

system, adequate to serve the proposal, or connection to public sewer can be installed. CSA 18 is willing and able to provide the requested services, subject to the terms and conditions of any and all annexation agreements, Engineering Reimbursement Agreement signed by Applicant's predecessor in interest, and Conditional Intent to Serve Wastewater Service Letter to Tract 2429, Jack Ranch dated February 1, 2017, and Conditional Intent to Serve Wastewater Service letter dated August 11, 2022.

The present cost and adequacy of governmental services and controls in the area is the County's responsibility. As mentioned in the County Public Works Plan for Services memo dated August 15, 2022, the cost of any and all services for the subject annexation will be paid by the applicant in accordance with CSA 18's existing fee structure and per the terms and conditions of the Engineering Reimbursement Agreement dated August 15, 2022. All costs associated with the design, inspection, plan check and review and construction inspection by CSA 18 staff will be paid by the applicant. Any and all costs associated with provision of wastewater services by CSA 18 after completion and connection of the subject properties to the CSA 18 wastewater system will be paid by the applicant and/or future owners of said properties and shall include system buy in fees, and all applicable connection fees for each lot that shall be paid in full prior to provision of wastewater service.

Service facilities will meet the additional service demand after compliance with the conditions in the Intent to Serve Letter and associated attachments.

Factor (c)

The **effect of the proposed action** and of alternative actions, on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county.

Response.

The proposed action would allow the Jack Ranch HQ annexation proposal to be implemented upon compliance with LAFCO's & the County's conditions of approval. The area would continue to be located within the County's unincorporated area and be added to the CSA 18's service area for wastewater services only. The project site is located in a building envelope within an ag and open space easement. The new development would marginally increase

the economic activity in the area given the potential for a Ranch Headquarters and Farm Support Quarters with one secondary dwelling (three new dwellings total) as allowed within the Agricultural land use category. The eventual impact could be a small increase of population for the CSA.

Factor (d)

The conformity of both the proposal and its anticipated effects with both the adopted **commission policies on providing planned, orderly, efficient patterns of urban development**, and the policies and priorities set forth in Section 56377.

Response.

The Jack Ranch HQ annexation provides for the planned, orderly and efficient development of the area. After all conditions of approval have been met the proposal will be consistent with Commission policy and with the policies of the County. The County's General Plan, Plan for Services, and Conditional Intent to Serve Letter demonstrate that the project would result in orderly and efficient development of the area and potential impacts would be mitigated accordingly.

Government Code Section 56377 states:

56377. In reviewing and approving or disapproving proposals which could reasonably be expected to include, facilitate, or lead to the conversion of existing open-space lands to uses other than open-space uses, the commission shall consider all of the following policies and priorities:

(a) Development or use of land for other than open-space uses shall be guided away from existing prime agricultural lands in open-space use toward areas containing nonprime agricultural lands, unless that action would not promote the planned, orderly, efficient development of an area.

(b) Development of existing vacant or nonprime agricultural lands for urban uses within the existing jurisdiction of a local agency or within the sphere of influence of a local agency

should be encouraged before any proposal is approved which would allow for or lead to the development of existing open-space lands for non-open-space uses which are outside of the existing sphere of influence or the local agency.

Analysis. The Jack Ranch HQ annexation area of 2.5-acres contains prime agricultural land as defined by the Cortese-Knox-Hertzberg Act and also promotes the development of prime agriculture lands; an open space easement has been implemented, further discussed below.

The County Department of Agriculture / Weights & Measures provided a comment letter to the County Planning and Building Department for the Jack Ranch HQ MUP DRC2019-00265 (3284) dated August 9, 2021. The letter stated that the Jack Ranch HQ site supports Winegrape vineyards, which is also demonstrated on the map for the open space easement of Parcel 14 of Tract 2429 (Attachment G).

Government code section 56064 defines “Prime Agricultural Land” as an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meets any of the qualifications (a-e). Qualification (d) describes it as “Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre.”. Per the 2021 SLO County Crop Report, Wine grapes are valued over \$1k per ton per acre on bearing acres, meeting part (d) of the prime ag qualifications.

Any permanent conversion of “prime agriculture land” per the definition of CKH requires mitigation on a 1:1 basis per LAFCO policy 12 (a). In this case, it will not be necessary for

56856.5 – Change of organization or reorganization; land subject to Williamson Act

LAFCO to require a Condition of Approval to mitigate the prime agricultural land that would be converted to non-agricultural, as discussed above, because the applicant has already conserved 285-acres of ag and open space (See Attachment G of the staff report for the easement documentation). From the 285-acres being conserved, 157.9-acres is existing vineyards that would be considered prime agriculture land as defined in government code section 56061 (d). Approximately 2.5-acres of prime ag land is being converted to non-agricultural use, but it is mitigated by the 157.9-acres of prime agricultural land being conserved under an agricultural open-space agreement granting an open-space easement to the County of San Luis Obispo on Parcel 14 of Tract 2429.

The Jack Ranch HQ annexation is also subject to a Williamson Act Contract. Additional factors must be considered when considering a change of organization or reorganization; land subject to Williamson Act Contract as stated in government code section 56856.5. Brief analysis has been provided below:

- (a) **Summary:** An annexation to a special district of land under Williamson Act contract is not permitted within a designated farmland security zone to a special district that provides or would provide sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under the contract and the landowner consents to the change of organization or reorganization.

Response: In this case, the landowner has provided a landowner consent form to LAFCO and is wishing to annex property that will contain a ranch headquarters and a farm support quarters which are all allowed under the current agriculture and rural land use to help support agriculture operations.

- (b) **Summary:** This section should include an annexation for the purpose of using other facilities or services provided by the agency that benefits the land uses

allowed under the contract.

Response: The development allowed by the County approved MUP includes housing related to agricultural operations and is allowed under the current Land Use. The Jack Ranch HQ development would need sanitary sewer service form CSA 18 and meets the intent of this section.

(c) **Summary:** The Commission may approve a change of organization or reorganization if it finds any of the following:

- 1) The city or county that would administer the contract after annexation has adopted policies and feasible implementation measures applicable to the affected territory ensuring the continuation of agricultural use and other uses allowable under the contract on a long-term basis.
- 2) Encourages and provides planned, well-ordered, and efficient urban development patterns that include appropriate consideration of the preservation of open-space lands within those urban development patterns.
- 3) The proposal is necessary to provide services to planned, well-ordered, and efficient urban development patterns that include appropriate consideration of the preservation of open-space lands within those urban development patterns.

Response:

- 1) The annexation is within unincorporated County and will remain under the County. The contract would continue to be implemented through the County's Williamson Act Contract adopted policies and applicable measures to ensure the continuation of agricultural use. This can further be ensured through the agricultural open-space agreement granting an open space easement to the County of San Luis Obispo for parcel 14 of tract 2429 which was recorded in December 2020. This approach ensures the county continue monitoring the contract through applicable

	<p>measures for the continuation of agricultural use and other uses allowable under the contract.</p> <ol style="list-style-type: none">2) As previously mentioned, an open space easement was granted to the County of San Luis Obispo for approximately 285-acres. The easement included reservations of use by Owner that allowed a single-story ranch headquarters, a farm support quarters, and an accessory dwelling unit to be built within a 2.5-acre building envelope. This approach encourages and provides planned, well ordered and efficient urban development patters than consider the preservation of open space lands.3) The proposal is necessary for the applicant to meet a condition from the County conditionally approved MUP. Condition #7 of the MUP approval pertained to the applicant needing to submit evidence that a septic system, adequate to serve the proposal, or connection to public sewer can be installed on the site. The applicant is wishing to annex into CSA 18 to meet the intent of condition #7.
<p>Factor (e)</p> <p>The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by Section 56016.</p>	<p>Response.</p> <p>The area includes one parcel, under one ownership. The parcel is unincorporated and has seen no development under its Agricultural and Rural Land zoning, currently consisting of irrigated vineyards. There are no proposed changes to the current zoning of the site. Although the project has guided development towards prime agriculture soils, as defined under government code section 56064 (d), the proposal has conserved the remainder of the 285-acre parcel with the exception of the building envelope of 2.5-acres. The easement included reservations of use by Owner that allowed the development of the Ranch Headquarters, Farm Support Quarters, and the (ADU). The project is consistent with the County’s General Plan and the County’s Land Use Ordinance. More analysis can be found in factor d.</p>

Factor (f)

The **definiteness and certainty of the boundaries** of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of unincorporated territory, and other similar matters affecting the proposed boundaries.

Response.

The annexation does split lines of assessment and creates an island because only the building envelope within the APN is being annexed into CSA 18, nonetheless the territory will remain unincorporated territory since it is only being annexed into CSA 18 and not into a city.

The boundaries for the annexation are definite and certain but will not adhere to assessor parcel lines; APN: 044-445-001. The Jack Ranch HQ annexation is detailed in the map and legal description. The annexation map has been approved by the County Surveyor as seen in Exhibit A of Attachment B in the staff report.

Factor (g)

A **regional transportation plan** adopted pursuant to Section 65080.

Response.

The 2019 SLOCOG Regional Transportation Plan (RTP) was adopted pursuant to requirements of Californian Government Code section 65080. The closest highway to the annexation is State Route (SR) 227 and it was included in the RTP as an area for planned improvements.

The 2016 SLOCOG SR 227 Corridor Operations Report determined that the intersection nearest to the project site (Los Ranchos Road) and the surrounding intersection (Crestmont Drive) both fail during peak hours. The surrounding intersections of SR 227/Farmhouse Road and SR 227/Buckley Road are projected to operate at unacceptable levels under interim (2025) and future year (2035) conditions. It was also determined that, under current conditions, all SR 227 segments evaluated in the study fail in either one or both peak hour periods (AM/PM) and are projected to degrade under future year (2035) conditions. Any addition of traffic to cumulative conditions as a result of the project would result in roadway impacts.

The County adopted a Highway 227 Corridor Road Improvement Fee program that collects fees to fund anticipated road improvements along highway 227 corridor. The Jack Ranch HQ annexation project will be required to mitigate its impacts through payment towards the

	<p>improvements identified in that document. The projects “fair share” rates can be calculated using the project traffic study prepared by Associated Transportation Engineers, dated October 8, 2020. The estimated fee is \$8,455. Prior to issuance of construction permits mitigation measures will have to be met to meet condition of approval No. 14 in the County’s Planning Commission notice of final action for Minor Use Permit N-DRC2021-00001 (Attachment F).</p>
<p>Factor (h)</p> <p>The proposal's consistency with city or county general and specific plans.</p>	<p>Response.</p> <p>The proposal is consistent with the existing County General Plan designation of Agriculture and Rural Land. The affected territory is also consistent with the Los Ranchos / Edna Village Plan which identified possible expansion to include the Jack Ranch area.</p> <p>After all conditions of approval placed by the Planning Commission (documented in the Notice of Final Action Letter dated April 1, 2022) have been met, the proposal will be consistent with the County’s General Plan and approved MUP for the Jack Ranch HQ annexation area.</p>
<p>Factor (i)</p> <p>The Sphere of Influence of any local agency that may be applicable to the proposal being reviewed.</p>	<p>Response.</p> <p>A Sphere of Influence (SOI) means a plan for the probable physical boundaries and service area of a local agency, as determined by the commission. The Jack Ranch HQ area is currently in CSA 18’s SOI and is now wishing to annex into the CSA’s service area. The proposal does not conflict with the Sphere of Influence of any other jurisdiction.</p>
<p>Factor (j)</p> <p>The comments of any affected local agency or other public agency.</p>	<p>Response.</p> <p>Staff did not receive any comments from public agencies or any resolutions raising objections from any affected agency.</p>

Factor (k)

The **ability** of the newly formed or receiving entity to **provide the services** that are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.

Response.

CSA 18 is willing and able to provide the requested services to the property within the annexation area, subject to the terms and conditions of any and all annexation agreements, Engineering Reimbursement Agreement, and Conditional Intent to Serve Wastewater Letter dated August 11, 2022. This is also documented in the County Department of Public Works' Plan for Services document included as Attachment E. The cost of all services for the subject annexation will be paid by the applicant in accordance with CSA 18's existing fee structure and per the terms and conditions of the above referenced Engineering Reimbursement Agreement dated August 15, 2022. All costs associated with the design, inspection, plan check and review and construction inspection by CSA 18 staff will be paid by the applicant. Any and all costs associated with provision of wastewater services by CSA 18 after completion and connection of the subject properties to the CSA 18 wastewater system will be paid by the applicant and/or future owners of said properties, and shall include system buy in fees, and all applicable connection fees for each lot that shall be paid in full prior to provision of wastewater service.

Factor (l)

Timely **availability of water** supplies adequate for projected needs as specified in Section 65352.5.

Response.

CSA 18 is a single-purpose agency authorized to provide sewer service only. The Jack Ranch HQ annexation area's water supply will be reliant upon an onsite well. The applicant has provided LAFCO with a Well Test Report dated February 2021 and a map of the location of the well. The applicant must also prove and submit evidence to the County that there is adequate water to serve the proposal per Condition of Approval #6 of the County Notice of Final Action (Attachment F). There are no known issues regarding water supply or delivery.

<p>Factor (m)</p> <p>The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7.</p>	<p>Response.</p> <p>The project will mitigate its cumulative impact to the shortage of affordable housing stock by payment of the housing impact fee or as an alternative may provide housing units or a land donation as required in the County's notice of final action letter dated April 1, 2022, Condition of Approval #13 (Attachment F).</p>
<p>Factor (n)</p> <p>Any information or comments from the landowner or landowners, voters, or residents of the affected territory.</p>	<p>Response.</p> <p>Prior to the release of the staff report LAFCO did not receive any comments from landowners, voters, or residents.</p>
<p>Factor (o)</p> <p>Any information relating to existing land use designations.</p>	<p>Response.</p> <p>The project site is zoned Agriculture and the entire parcel is Agriculture and Rural Land by the County of San Luis Obispo and no zoning changes are proposed.</p>

Factor (o)

The extent to which the proposal will promote **environmental justice**. As used in this subdivision, "environmental justice" means the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the location of public facilities and the provision of public services, to ensure a healthy environment for all people such that the effects of pollution are not disproportionately borne by any particular populations or communities.

Response.

This proposal makes no representation on exclusion of any race, culture, income and/or national origins. With regard to the location of public facilities and the provision of public services, this project does not affect the fair treatment of people of all races, cultures and incomes. Facilities (pipelines and other infrastructure) associated with development will be located within public roadways or on the site.

Factor (o)

Information contained in a **local hazard mitigation plan**, information contained in a safety element of a general plan, and any maps that identify land as a **very high fire hazard zone** pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the Public Resources Code, if it is determined that such information is relevant to the area that is the subject of the proposal. (Amended by Stats. 2019, Ch. 360)

Response.

The San Luis Obispo County's Multi-Jurisdictional Hazard Mitigation Plan was adopted October 2019 and establishes the County's emergency policies and procedures in the event of a disaster and addresses allocation of resources and protection of the public in the event of an emergency.

The Safety Element of the General Plan for the County of San Luis Obispo (approved December 1999) addresses a wide range of natural and human caused hazards and consists of goals and policies aimed to reduce the risks associated with these hazards such as loss of life, injuries, property damage, and economic and social dislocation.

The affected territory is within a State Responsibility Area and would be considered "Moderate" fire hazard severity zone, pursuant to CAL FIRE's Fire Hazard Severity Zones maps; predictions are based on factors including fuel availability, topography, fire history, and climate. CalFire's

response time is approximately 0 to 10 minutes.

In addition, the County's notice of final action for MUP / N-DRC2021-00001 Condition of Approval #5 states that "...all plans submitted to the Department of Planning and Building shall meet the fire and life safety requirements of the California Fire Code. Requirements shall include, but not be limited to those outlined in the Fire Safety Plan, prepared by the CDF/County Fire Department for this proposed project." (Attachment F).

Attachment B

Draft LAFCO Resolution
Approving the Annexation

Exhibit A: Annexation Map
Exhibit B: Legal Description

IN THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Thursday, November 17, 2022

RESOLUTION NO. 2022-XX

**RESOLUTION APPROVING ANNEXATION NO. 13 TO COUNTY SERVICE AREA 18
(JACK RANCH HEADQUARTERS)**

The following resolution is now offered and read:

WHEREAS, proposal proceedings were initiated by the landowner through a petition of application to annex 2.4-acres (a portion of APN: 044-445-001) to the County Service Area (CSA) No. 18; and

WHEREAS, the application was submitted to the San Luis Obispo Local Agency Formation Commission and the application for said proposed annexation was accepted for filing by the Executive Officer on October 24, 2022; and

WHEREAS, the Executive Officer has given the notices required by law and forwarded copies of his report to officers, persons and public agencies prescribed by law; and

WHEREAS, the matter was set for public hearing at 9:00 a.m. on November 17, 2022, and the public hearing was duly conducted and determined and a decision was made on November 17, 2022; and

WHEREAS, at said hearing this Commission heard and received all oral and written protests, objections and evidence, which were made, presented or filed, and all person's present were given the opportunity to hear and be heard in respect to any matter relating to the proposal and report; and

WHEREAS, the reasons for the proposed annexation are as follows:

- 1) It will enable the applicants to receive wastewater service from CSA 18 to meet wastewater needs associated with the development approved by the County of San Luis Obispo (Minor

Use Permit N-DRC2021-00001) (ranch headquarters, farm support quarters, and an Accessory Dwelling Unit).

WHEREAS, this Commission anticipates that the proposed annexation is categorically exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15303 (d), Class 3 because the annexation area consists of new construction for sewage extensions of reasonable length to serve such construction, and section 15319 (b), Class 19 Annexations of individual small parcels for facilities and lots for exempt facilities exempted by Section 15303; and

WHEREAS, the Commission has considered all factors required to be considered by Government Code Sections 56668 et seq. and adopts as its written statements of determinations therein, the determinations set in the Executive Officer’s Staff report dated November 17, 2022, said determinations being incorporated by reference herein as though set forth in full; and

WHEREAS, the Commission duly considered the proposal and finds that the proposal to annex territory to County Service Area 18 should be approved.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Local Agency Formation Commission of the County of San Luis Obispo, State of California, as follows:

1. That the recitals set forth hereinabove are true, correct, and valid.
2. That the map and legal description approved by this Commission is attached hereto, marked as Exhibits A and B and incorporated by reference herein as though set forth in full.
3. That the Executive Officer of this Commission is authorized and directed to mail copies of this resolution in the manner provided by law.
4. That pursuant to the Cortese, Knox, Hertzberg Act the territory is uninhabited, and all landowners consented to the annexation.

5. LAFCO has not received a request from any affected local agency, for notice, hearing, or protest proceedings on the proposal. Therefore, pursuant to Cortese, Knox, Hertzberg Act Section 56662(a), the Commission waives protest proceedings and order the annexation subject to requirements of Cortese, Knox, Hertzberg Act.
6. That Annexation No. 13 to County Service Area 18 is hereby approved with the following conditions:
 1. The applicant shall comply with all terms and conditions stated in the County of San Luis Obispo Public Works Department Conditional Intent to Serve Letter (Attachment E of staff report) for the Jack Ranch Headquarter Portion (2.4-acres) of Tract 2429, Lot 14, dated August 11, 2022, prior to CSA 18 providing wastewater service to the property.
 2. This condition applies to the extent allowed by law. The applicant agrees to defend, indemnify, hold harmless and release the San Luis Obispo Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the proposal or on the environmental documents submitted to or prepared by LAFCO in connection with the proposal. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, and expert witness fees that may be asserted by any person or entity, including the Applicant, arising out of or in connection with the application. In the event of such indemnification, LAFCO expressly reserves the right to provide its own defense at the reasonable expense of the applicant.

Upon a motion of Commissioner _____, seconded by Commissioner _____, and on the following roll call vote:

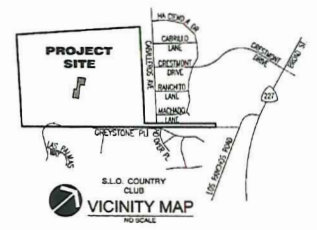
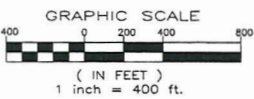
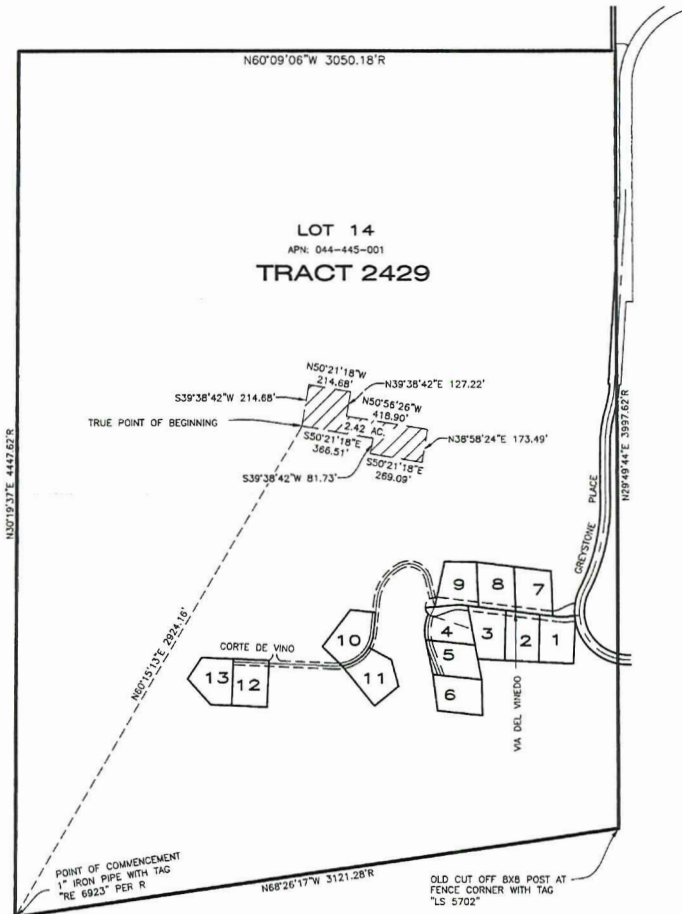
AYES:

NAYS:

ABESENT:

ABSTAINING:

H:\2017\17-315 Jask Ranch SLO Tent Tract 2429\CS0-2018\17-315 Jask Ranch House Annexation Map.dwg, 18x26 Annotation-Exhibit, Jul 22, 2022 9:48am, LRichardson



LEGEND

ANNEXATION BOUNDARY

R INDICATES RECORD PER 40 MB 83-96



APPROVED FOR SUBMITTAL
 Michael B. Stanton
 7/22/22

ANNEXATION MAP
ANNEXATION NO. 13
TO CSA 18

PORTION OF LOT 14 OF TRACT 2429, AS SHOWN ON THE MAP FILED
 IN BOOK 40 OF MAPS AT PAGES 83-86
 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

MBS LAND SURVEYS
 MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

DATE	REVISION
6-23-22	AGENCY REVISIONS

July 22, 2022 JOB #17-315 SHEET 1 OF 1 SHEETS

**Legal Description
ANNEXATION #13
COUNTY SERVICE AREA 18**

That real property in the County of San Luis Obispo, State of California, being a portion of Lot 14 in Tract 2429, according to the map filed in Book 40 of Maps at pages 83 through 96, inclusive, in the office of the County Recorder of said County, described as follows:

Commencing at the most westerly corner of said Tract 2429, as evidenced by a 1" iron pipe with tag "RE 6923" as shown on said map, said point lies North 68°26'17" West, 3121.28 feet from the most southerly corner of said Tract 2429, as shown on said map; thence North 60°15'13" East, 2924.16 feet to the **true point of beginning**; thence

1. South 50°21'18" East, 366.51 feet; thence
2. South 39°38'42" West, 81.73 feet; thence
3. South 50°21'18" East, 269.09 feet; thence
4. North 38°58'24" East, 173.49 feet; thence
5. North 50°56'26" West, 418.90 feet; thence
6. North 39°38'42" East, 127.22 feet; thence
7. North 50°21'18" West, 214.68 feet; thence
8. South 39°38'42" West, 214.68 feet to the **True point of beginning**.

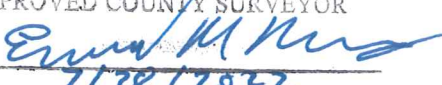
The above-described parcel, containing 2.42 acres, more or less,

* * *


Michael B. Stanton, PLS 5702 7-26-2022
Date



N:\2017\17-315 Jack Ranch SLO Tent Tract 2429\Annexation to CSA 18\Legal Description Annexation Ranch Houses.docplot
7/26/2022 8:15 AM

APPROVED COUNTY SURVEYOR
By: 
Date: 7/28/2022
San Luis Obispo County Dept. of Public Works
Page 45 of 111



SLOLAFCO
Approved
B-1-30

Attachment C

Notice of Determination/
Categorical Exemption

Notice of Exemption

To: Office of Planning and Research
 PO Box 3044, 1400 Tenth Street, Room 222
 Sacramento, CA 95812-3044

From: San Luis Obispo LAFCO
 Rob Fitzroy, Executive Officer
 1042 Pacific St. Suite A
 San Luis Obispo, CA 93401
 (805) 781 – 5795
 rfitzroy@slo.lafco.ca.gov

County Clerk
 County of San Luis Obispo
 County Government Center
 San Luis Obispo, CA 93408

Project Title: LAFCO File No. 2-R-22 | Annexation #13 To County Service Area 18 (Jack Ranch Headquarters)

Project Location: The 2.4-acre annexation area is located southwest of County Service Area (CSA) 18 Country Club; a building envelope within APN: 044-445-001. CSA18 is located southeast of the City of San Luis Obispo and south of highway 227/ Edna Road.

Description of Nature, Purpose, & Beneficiaries of Project: The annexation area is currently zoned Agriculture and the entire parcel is both Ag and Rural Land property. In 2019, a Tract Map (Tract 2429) to subdivide a 299-acre property into 13 residential lots, approximately one acre in size, with a 285-acre agriculture/open space remainder parcel was approved by the County of San Luis Obispo. The 285-acre remainder lot, considered lot 14, was placed into an agriculture open space easement; approximately 163 acres of existing and proposed vineyards and approximately 122 acres of natural open space. Within lot 14, the agricultural portion, a building envelope of 2.5-acres (Jack Ranch Headquarters) was designated for the development of a 5,302-square-foot single-story ranch headquarters, a 5,330-square-foot farm support quarters, and a 1,600-square-foot accessory dwelling unit (ADU). Development of the building envelope was reviewed as Minor Use Permit N-DRC2021-00001 that was conditionally approved by the County and became effective April 2, 2022. The easement included reservations of use by Owner that allowed the previously mentioned development project. The Jack Ranch Headquarters annexation area is within the CSA 18’s Sphere of Influence. The annexation would enable the applicants to receive wastewater service from CSA 18 to meet wastewater needs associated with the proposed development.

Name of Public Agency Approving Project: The Local Agency Formation Commission (LAFCO) of San Luis Obispo County conducted a noticed public hearing on this item scheduled for November 17, 2022, at 9:00 a.m. Additional information on the upcoming meeting is available on the LAFCO website.

Exemption Status: (check one)

- | | |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Ministerial (Sec. 21080(b)(1); 15268); | <input checked="" type="checkbox"/> Categorical Exemption: State type and section number |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a)); | <input type="checkbox"/> Statutory Exemptions: State code number |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269 (b)(c)); | <input type="checkbox"/> Other: The activity is not a project subject to CEQA. |

Reasons Why Project is Exempt: Pursuant to CEQA Guidelines Section 15303, Class 3 (d) new construction for sewage extensions of reasonable length to serve such construction, and Section 15319, Class 19 (b), annexations of individual small parcels for facilities and lots for exempt facilities exempted by Section 15303.

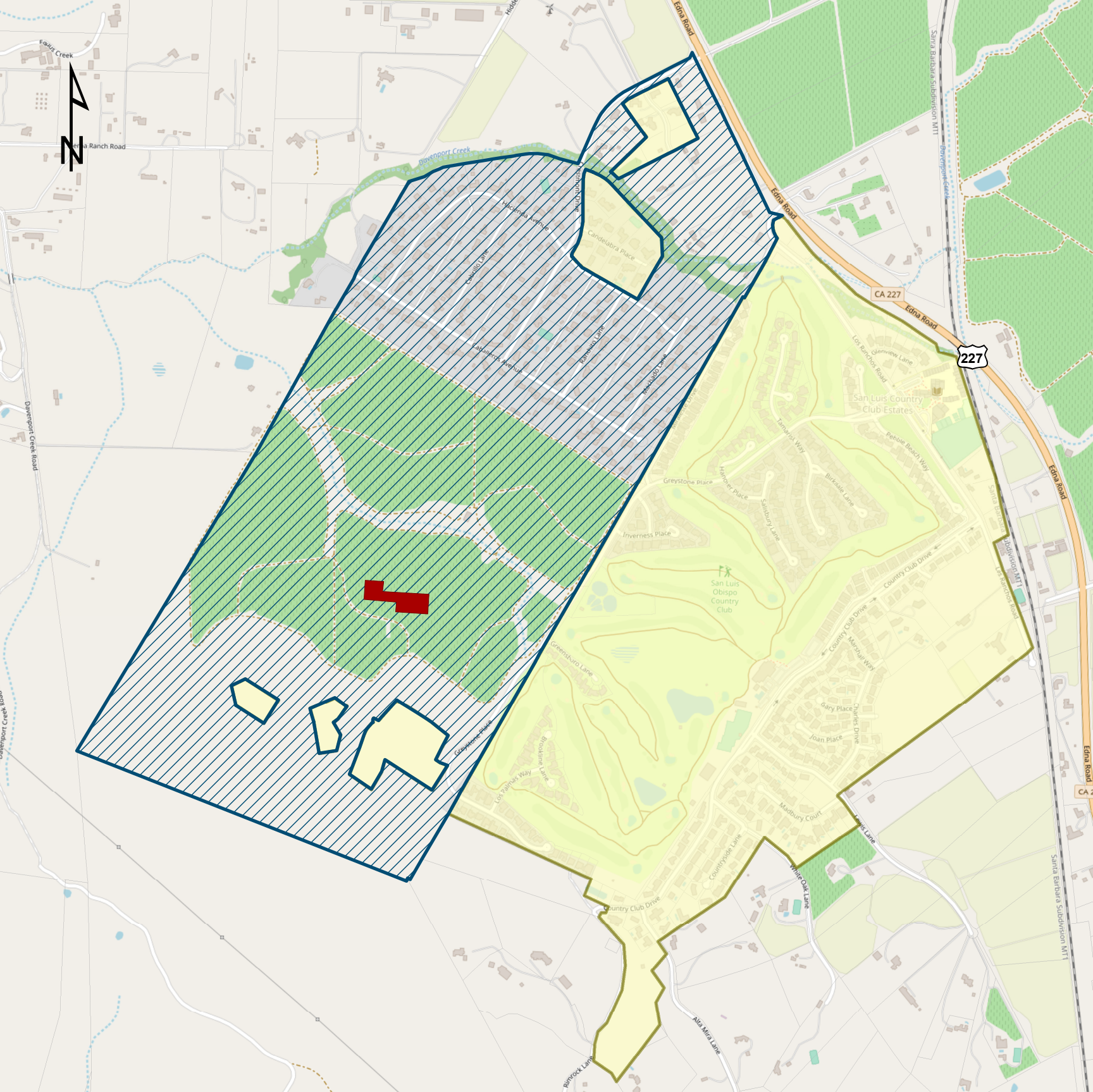
 Rob Fitzroy, Executive Officer

November , 2022


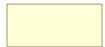

 Date

Attachment D

Vicinity Maps /
Connection to CSA 18
Map

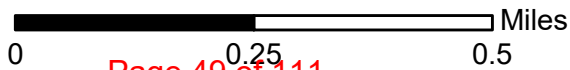


LAFCO File No. 2-R-22 | Anx#13 to CSA 18

-  Sphere of Influence
-  Service Area
-  Affected Territory

**APN in Affected Territory:
a portion of 044-045-001**

Acres: 2.4



Prepared By SLOLAFCO
Name: 2-R-22
Date: 7/20/2022
B-1-34

FOR REDUCED PLANS
ORIGINAL SCALE IS 3/4" INCHES

TRACT 2429 JACK RANCH HEADQUARTERS AND FARM SUPPORT QUARTERS CONCEPTUAL PRIVATE WASTEWATER COLLECTION FACILITIES FOR ANNEXATION INTO CSA 18 SEWER SYSTEM

COUNTY of SAN LUIS OBISPO, CALIFORNIA

WALLACE GROUP
 1000 W. CALLE DE LOS REYES
 SAN LUIS OBISPO, CA 95070
 TEL: 805-544-0111 F: 805-544-4124

REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 No. 57474
 State of California

DATE ISSUED:
 08/20/2023

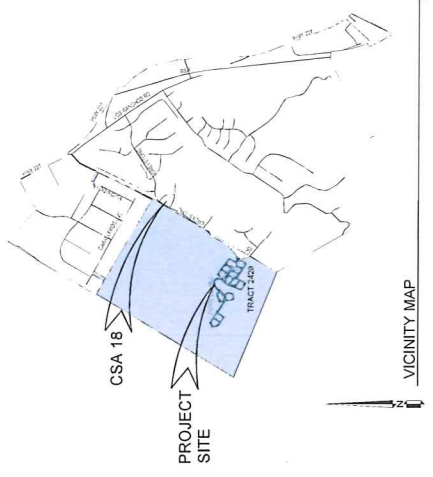
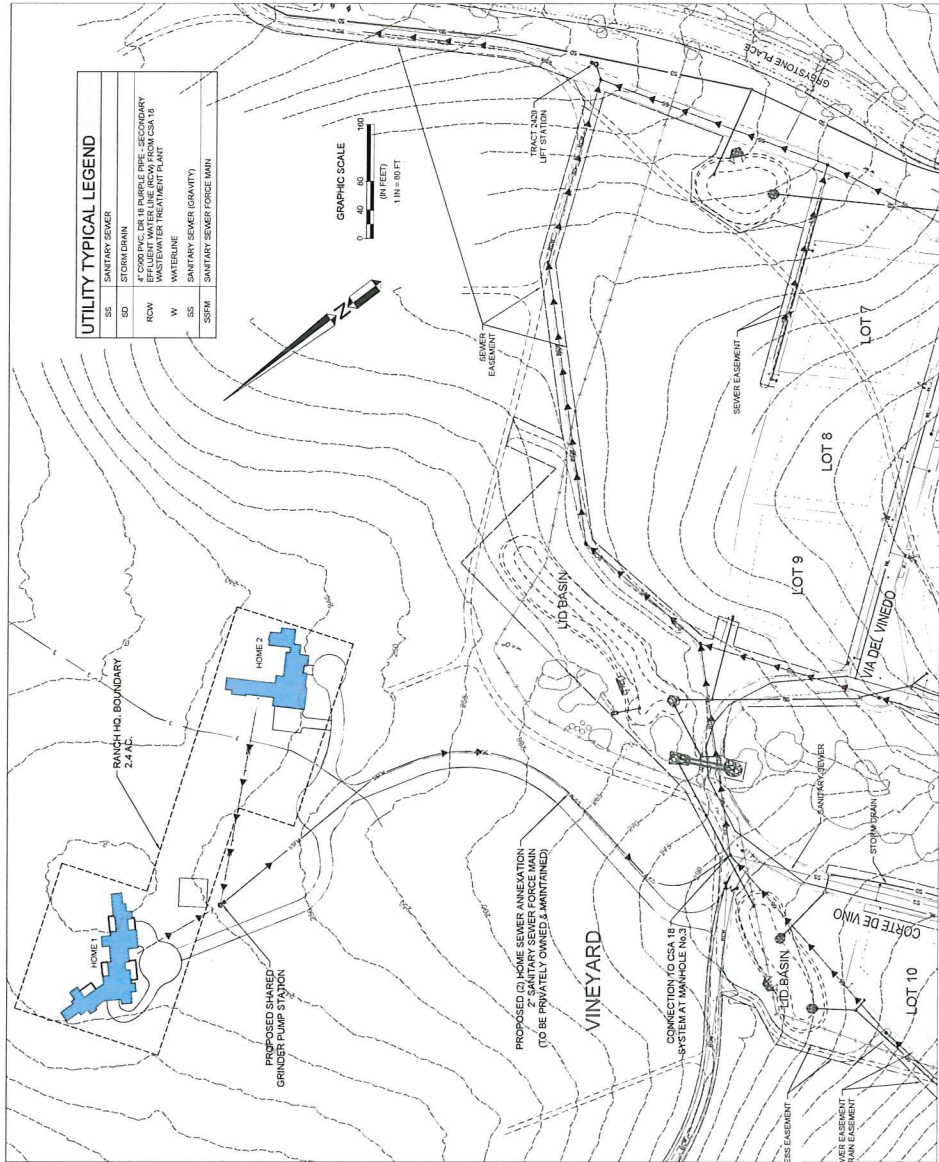
PROJECT NO.:
 23-0001

CLIENT:
 JACK RANCH HEADQUARTERS AND FARM SUPPORT QUARTERS

JACK RANCH HEADQUARTERS AND FARM SUPPORT QUARTERS
 PRIVATE WASTEWATER COLLECTION FACILITIES
 FOR ANNEXATION INTO CSA 18 SEWER SYSTEM CONCEPTUAL

COURTY OF SAN LUIS OBISPO, CALIFORNIA

JOB NO.: 1750403
DATE OF ISSUE: 08/20/2023
PROJECT NO.: 23-0001
DRAWING NO.:



OF 1 SHEETS

Attachment E

Plan for Services &
Conditional Intent to
Serve Letter



COUNTY OF SAN LUIS OBISPO
Public Works

MEMORANDUM

To: Rob Fitzroy, Executive Officer, Local Agency Formation Commission
From: Laura Holder, Utilities Division Program Manager
Date: **August 15, 2022**
Subject: Plan for Services, Annexation No. 13 to County Service Area No. 18
(Headquarter portion of Tract 2429, Lot 14 (APN 044-445-001))

FOR EMAIL ONLY

The following information is provided for the subject annexation and in accordance with Government Code Sections 56824.12 and 56653.

Description of Services

JR Owners, LLC (Applicant) for the subject annexation have requested wastewater service for a 5,302-square-foot single-story ranch headquarters, 5,330-square-foot farm support quarters, and 1,600-square-foot accessory dwelling unit from County Service Area No. 18 (CSA 18). CSA 18 is willing and able to provide the requested services, subject to the terms and conditions of any and all annexation agreements, Engineering Reimbursement Agreement signed by Applicant's predecessor in interest, and Conditional Intent to Serve Waste Water Service Letter to Tract 2429, Jack Ranch dated February 1, 2017 and Conditional Intent to Serve Wastewater Service letter dated August 11, 2022 (Conditional Intent to Serve Letters).

Services requested will be available to the property in question upon completion of the annexation process and compliance with the terms and conditions of the aforementioned documents. In addition, all terms and conditions of the Conditional Intent to Provide Waste Water Service Letter to Tract 2429, Jack Ranch dated February 1, 2017 must be satisfied and public improvement projects must be completed and accepted by the County of San Luis Obispo prior to construction. Before receiving the requested wastewater service, the Applicant shall comply with all of the terms and conditions detailed in the Conditional Intent to Serve Letters. It will be necessary for the Applicant to design and construct all wastewater collection lines, manholes, and other appurtenances needed to connect to the existing wastewater collection system. The Applicant shall design, construct, and install a

private pump station and wastewater collector line extension (including all necessary system improvements) and manholes from the nearest existing point of connection adequate to provide wastewater service to the proposed project and dedicate the sewer collector line easement to CSA 18 for the operation and maintenance of the collection system. Applicant shall accept responsibility for the maintenance of the lateral up to the property line.

All necessary improvements will be subject to review, inspection, and approval by CSA 18 prior to finalization of plans and/or actual construction.

Financing Plan for the Annexation Boundaries

The cost of all services for the subject annexation will be paid by the Applicant in accordance with CSA 18's existing fee structure, and per the terms and conditions of the above referenced Engineering Reimbursement Agreement dated August 15, 2022. All costs associated with the design, inspection, plan check, and review and construction inspection by CSA 18 staff will be paid by the Applicant.

Any and all costs associated with provision of wastewater services by CSA 18 after completion and connection of the subject properties to the CSA 18 wastewater system will be paid by the Applicant and/or future owners of said properties, and shall include system buy-in fees, and all applicable connection fees for each lot that shall be paid in full prior to provision of wastewater service.

If you have any questions regarding the above, please feel free to call me at (805) 781-5135.

- c: Rob Fitzroy, rfitzroy@slo.lafco.ca.gov
Imelda Marquez, imarquez@slo.lafco.ca.gov
John Diodati, jdiodati@co.slo.ca.us
Kate Ballantyne, kballantyne@co.slo.ca.us
Nola Engelskirger, nengelskirger@co.slo.ca.us
Kati Franco, kfranco@co.slo.ca.us
John Austin, jaustin@co.slo.ca.us

L:\Utilities\2022\August\Plan for Service Jack Ranch_memo.docx.LH.sc



August 11, 2022

EMAIL ONLY

John Wilson
JR Owners, LLC
P.O. Box 550
Avila Beach, CA 93424

Subject: County Service Area No. 18; Conditional Intent to Provide Wastewater Service Letter for the Headquarter Portion of Tract 2429, Lot 14 (APN 044-445-001)

Dear Mr. Wilson:

A Final Will Serve Letter is required prior to final inspection. This letter outlines the general conditions under which County Service Area, No. 18 (CSA 18) would provide wastewater service to the headquarter portion of Tract 2429, Lot 14 (APN 044-445-001) (Project). This conditional will serve letter represents a staff-level position that wastewater service from CSA 18 to the Project is feasible, subject to certain terms and conditions, which are generally outlined herein. The letter is based upon the fact that a 5,302-square-foot single-story ranch headquarters, 5,330-square-foot farm support quarters, and 1,600-square-foot accessory dwelling unit would ultimately be served, and the conditions are based on the system's current operations and capacity and are subject to change until approved by San Luis Obispo Local Agency Formation Commission (LAFCo).

1. As the subject lots have been determined to be outside of the CSA 18 District boundaries, the Project must obtain approval by LAFCo, resulting in annexation and sphere of influence amendment of Project to CSA 18.
2. JR Owners, LLC (Applicant) must provide CSA 18 with written correspondence from the San Luis Country Club Estates (Club) indicating the Club's willingness to accept any additional treated wastewater effluent generated by the proposed Project.
3. The proposed Project will require connection to the existing CSA 18 wastewater collection system.
4. All terms and conditions of the Conditional Intent to Provide Waste Water Service Letter to Tract 2429, Jack Ranch dated February 1, 2017 (Attachment 3), as further modified herein, must be satisfied and public improvement projects accepted by the County of San Luis Obispo (County) prior to construction.

5. Applicant shall comply with the terms of the Engineering Reimbursement Agreement (ERA) dated February 2, 2022 (Attachment 1), by and between Applicant's predecessor in interest, Jack Ranch SLO, LLC, and the County on behalf of CSA 18. All work performed by the County Department of Public Works (Public Works) Utilities Division staff for the proposed Project shall be billed to and reimbursed by the Applicant and maintain a minimum balance of \$2,000.00 at all times during which the Agreement is in effect through and in accordance with the ERA.
6. Per the terms of the ERA, the Applicant shall design, construct, and install a private pump station and wastewater collector line extension (including all necessary system improvements) and manholes from the nearest existing point of connection adequate to provide wastewater service to the proposed project.
7. Prior to construction, the Applicant shall either enter into a Pipeline Extension Performance Agreement and submit a cash deposit, certified deposit, check or bond or the sewer extension must be part of the cost estimate for the improvement bond held by Public Works. Construction of the proposed Project will be at the Applicant's responsibility and expense. Construction of all facilities shall be in accordance with the County's General Conditions for Additions to District Facilities, County Standards and Specifications, CSA 18 regulations, and the Club's Rules and Regulations.
8. All work within the public Right-of-Way will require an Encroachment Permit from the County Director of Public Works (Director). Any work in areas maintained by the Club must be approved by the Estates Homeowners Association.
9. The Applicant shall employ a Registered Civil Engineer (RCE) of work to design the gravity wastewater collector line, manholes and associated appurtenances, and provide inspection during the course of construction to certify that the improvements were installed in accordance with the improvement plans, as well as submit as-built plans to the Director. If the engineer of work is other than the designing engineer or is replaced during construction, the Director shall be notified in writing; and each such engineer of work shall certify as to their respective involvement. The Director, or his designee, may make such additional inspection as is deemed necessary and shall be available to review field conditions and/or proposed changes with the engineer of work. The Director, at his sole discretion, may elect to provide a design to the Applicant for the subject improvements. In that event, Applicant shall reimburse the County actual costs of design which will be invoiced along with inspection costs.
10. Applicant shall dedicate a sewer collector line easement to CSA 18 for the operation and maintenance of the collection system. The Applicant shall accept responsibility for the maintenance of the lateral up to the property line and agrees that the County shall not be responsible for such maintenance.

Department of Public Works

County Govt Center, Room 206 | San Luis Obispo, CA 93408 | (P) 805-781-5252 | (F) 805-781-1229

pwd@co.slo.ca.us | slocounty.ca.gov

11. Applicant shall comply with all processing and approvals in accordance with the California Environmental Quality Act (CEQA).
12. Prior to provision of wastewater service to the project described above, Applicant shall pay to CSA 18 all remaining applicable connections fees, new service-related fees established by ordinance, and/or as described in the ERA prior to the completion date of the service connections for the proposed lots. Connection fees (system buy-in) are estimated to cost \$12,715.97 or \$4,238.66 per dwelling unit equivalent.
13. In accordance with the terms and conditions of County Ordinance No. 2317, executed by the County Board of Supervisors on July 28, 1987, the Applicant and/or all future owners of the proposed Project, and/or residences constructed as part of the proposed Project are prohibited from installing self-regenerating water softeners.
14. The above CSA 18 conditions shall be effective until December 31, 2025, or until some unforeseen event might occur making this presently, intended service unusually difficult, or impossible, to provide.

If you have any questions regarding this letter, please feel free to call me at (805) 781-5135.

Sincerely,



LAURA HOLDER
Utilities Division Program Manager II

Attachments: 1. Engineering Reimbursement Agreement
 2. General Conditions for Additions to District Facilities.
 3. Conditional Intent to Provide Waste Water Service Letter to Tract 2429,
 Jack Ranch

c: Nola Engelskirger, Utilities Division Manager, nengelskirger@co.slo.ca.us
 John Austin, Engineer IV, jaustin@co.slo.ca.us
 David Grim, Development Services Division Manager, dgrim@co.slo.ca.us
 County Planning and Building Department, planning@co.slo.ca.us
 Rob Fitzroy, LAFCo, rfitzroy@slo.lafco.ca.gov

CF: 320.550.10

L:\Utilities\2022\August\Jack Ranch\Jack Ranch_ltr.docx.LH.sc

Department of Public Works

County Govt Center, Room 206 | San Luis Obispo, CA 93408 | (P) 805-781-5252 | (F) 805-781-1229

pwd@co.slo.ca.us | slocounty.ca.gov

San Luis Obispo County

**Utilities Division
ENGINEERING REIMBURSEMENT AGREEMENT**

This Agreement is entered into on this 15th day of August 2022 by and between JR Owners LLC (hereinafter referred to as "Applicant") and the County of San Luis Obispo (hereinafter referred to as "County") on behalf of County Service Area No. 18 (hereinafter referred to as "CSA 18"). Collectively, Applicant and County shall hereinafter be referred to as "Parties."

WITNESSETH

WHEREAS, Applicant is the owner of the parcel commonly known as Assessor's Parcel Number 044-445-001 and shown on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Property is located outside the service boundary of CSA 18; and

WHEREAS, Applicant has requested annexation to CSA 18 in order to obtain wastewater service for the planned construction of a commercial building; and

WHEREAS, the annexation request, planned construction of a commercial building, and infrastructure related to providing wastewater service shall hereinafter be referred to collectively as the "Project;" and

WHEREAS, the County Board of Supervisors authorized the Director of Public Works to execute and enter into Engineering Reimbursement Agreements on April 7, 2015 per Resolution No. 2015-82 to recover the costs incurred in responding to requests from individuals to connect to County Service Area systems, including costs associated with engineering evaluations as well as other work; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which the Applicant will reimburse CSA 18 for all staff time, outside consultant time, and any and all other costs relating to the review, analysis, recommendations, comments, critiques, inspection, consultations, meetings, public noticing, or other related work in connection with the Project that is deemed necessary by the Director of Public Works.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements herein set forth, Applicant and CSA 18, mutually covenant and agree as follows:

A. TYPE OF ACTIVITIES ELIGIBLE FOR REIMBURSEMENT

Applicant shall provide reimbursement to CSA 18 for any and all costs incurred by CSA 18 related to its review, analyses, recommendations, noticing, comments, critique, and processing of the Project, including but not limited to all work that the Director of Public Works determines necessary in order to complete the annexation process and Engineering Review. All construction work, design work, plan, and construction submittals and inspections shall be completed by a qualified firm(s) hired by and paid for by Applicant. Additionally, and without limiting the foregoing, all work products completed by Applicant or Applicant's consultant in connection with the Project shall be subject to CSA 18's review and inspection at the Applicant's expense.

B. OBLIGATIONS

1. Applicant shall submit to CSA 18 and maintain a deposit account in the amount \$2,000. Applicant shall maintain a minimum balance of \$2000.00 in this account at all times during which this Agreement is in effect. CSA 18 will provide a monthly invoice to Applicant for costs incurred by CSA 18 which amount shall become due and payable within fifteen (15) days. If Applicant fails to make the requisite payment within thirty (30) days of the CSA 18 invoice, CSA 18, in its sole discretion, may terminate this Agreement, impose a late fee equal to one half of one percent per month of the outstanding balance and/or utilize the deposit to reimburse CSA 18 for work performed in accordance with the provisions of this Agreement. Upon termination or completion of the work performed in accordance with the provisions of this Agreement, CSA 18 will return any remaining portion of the deposit to Applicant.
2. For all services rendered by CSA 18 personnel, Applicant shall be charged and pay CSA 18 the actual cost.
3. Applicant shall defend, indemnify, and hold harmless the County, CSA 18, their officers, agents, and employees from any and all claims, demands, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of Applicant or of its agents, employees, or independent contractors directly responsible to Applicant, providing further that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by Applicant, Applicant's agents, employees, or other representatives. Nothing contained in the foregoing indemnity provisions shall be construed to require Applicant to indemnify the County or CSA 18 against any responsibility or liability in contravention of Section 2782 of the Civil Code.
4. Applicant shall be responsible for acquiring any property access and landowner permission needed to accomplish any work related to the Project.

C. GENERAL TERMS

1. The recitals set forth above are hereby incorporated into this Agreement in their entirety by this reference.
2. Applicant's obligation to reimburse CSA 18 is not contingent or in any way dependent on any approval by the County, CSA 18, or any other regulatory body required in connection with the Project. Any approval of studies or peer reviews or other documents related to the layout or proposed point of connection to the CSA 18 system as part of the Engineering Review pursuant to this Agreement shall not be deemed an approval of the Project as a whole.
3. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States First Class Mail, postage prepaid. Notices required to be given to CSA 18 shall be addressed as follows: Director of Public Works, County of San Luis Obispo, 976 Osos Street, Room 206, San Luis Obispo, California 93408. Notices required to be given to Applicant shall be sent to Applicant's billing address as set forth below. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.
4. It is understood and agreed by and between the Parties hereto that this Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective Parties to this Agreement.
5. This Agreement will remain in effect until the annexation and wastewater service connection are completed, as determined by the Director of Public Works, or the former are terminated. Applicant retains the right to terminate Project and this Agreement at any time, effective upon Applicant reimbursing CSA 18 in full for any and all reimbursable costs incurred by CSA 18. Notwithstanding the foregoing, CSA 18 retains the right to terminate this Agreement at any time effective immediately upon notice to Applicant.
6. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Agreement may be executed and delivered by facsimile or scanned signature by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or email as if the original had been received.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, CSA 18 and Applicant have executed this Agreement on the dates set forth below.

COUNTY, ON BEHALF OF CSA 18

By: _____
Director of Public Works
County of San Luis Obispo

Dated: 8-15-2022

APPLICANT

By: _____
JR Owners LLC
P.O. Box 550
Avila Beach, CA 93424

Dated: 7/1/2022

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: Daniel Solon
Deputy County Counsel

Dated: June 30, 2022

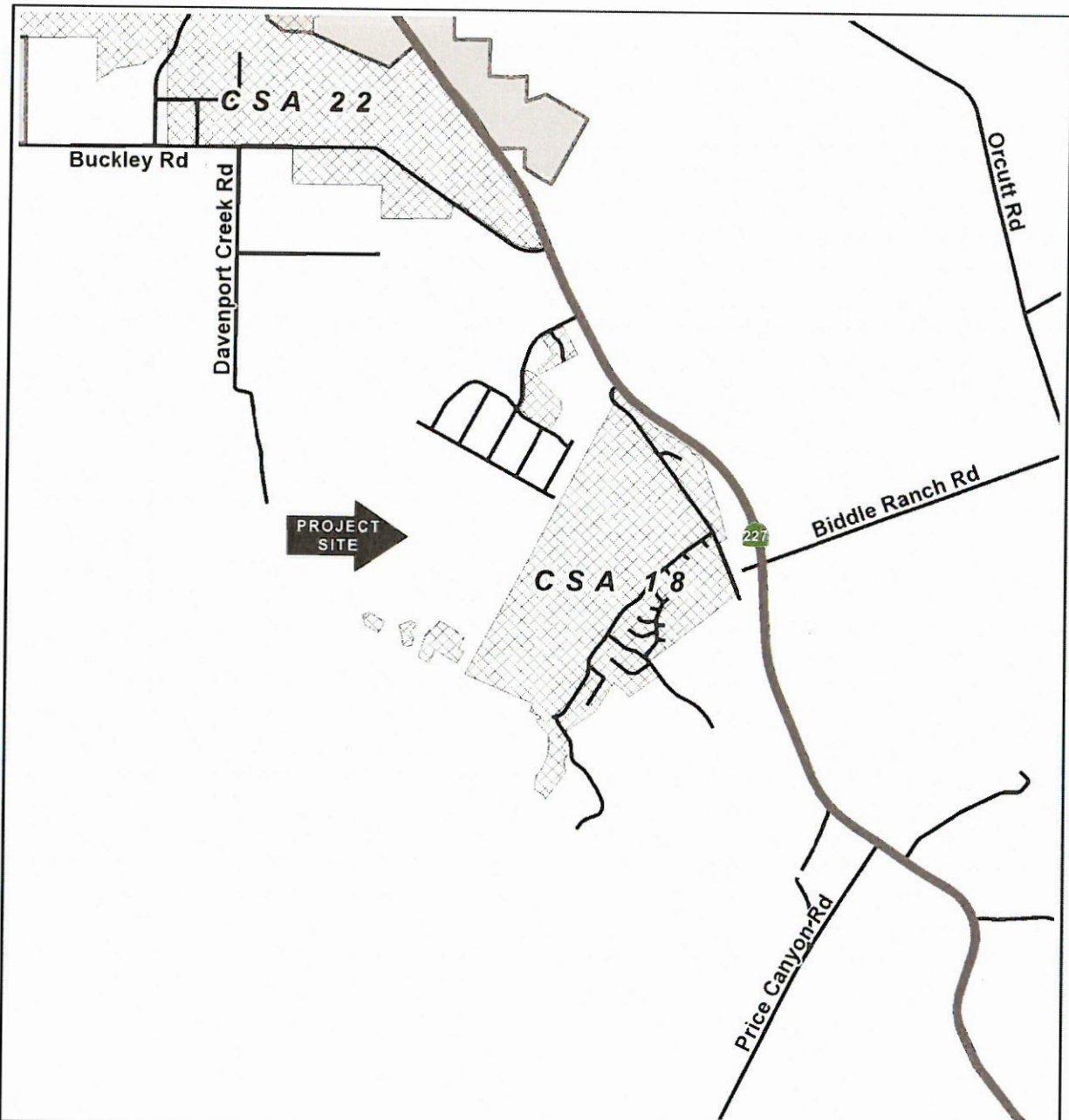
File: CF 320.550.10

Exhibits

A. Vicinity Map

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Exhibit A - Vicinity Map (APN No. 044-445-001)



VICINITY MAP
Tract 2429, Lot 14 Annexation
County Service Area 18
San Luis Obispo, CA
COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS

1: 29,449
0 2,454 4,908 Feet
Map by: LHOLDER
Printed: 9/1/2021

**General Conditions for Additions to District Facilities
County Water Works and County Service Areas
Department of Public Works - County of San Luis Obispo**

The General Conditions below describe the requirements of the Applicant, the Applicant's engineer, and the construction of the improvements.

Submitted Drawings and Agreement to Provide Service - Your submittal of engineering drawings (and specifications, if applicable), and our review is required as the basis to provide water or wastewater service, and any Agreement to accept your facilities. Any changes to our accepted plans must be re-submitted to the Department of Public Works for consideration; as-constructed plans shall reflect any such changes.

Construction - Any construction within the County right-of-way is subject to the approval of the Director of Public Works. All plans and specifications shall be reviewed and signed as approved by District staff prior to any construction. Construction shall be performed in accordance with the Approved Plans, and within the guidelines of all applicable County Specifications (County Department of Public Works Standard Improvement Specifications and Drawings). No connection to the existing system shall be permitted unless all work performed is acceptable to the County Director of Public Works.

Submitted Drawings and Signature Block - A signature block shall be provided for the Utilities Division Manager and the County Director of Public Works. The title blocks shall be provided on each original mylar (or vellum) sheet which shows the pipeline connection or related details. The title blocks shall read as follows:

RECOMMENDED FOR APPROVAL BY:
_____, DATE: _____
UTILITIES DIVISION MANAGER, RCE _____

APPROVED BY:
_____, DATE: _____
S.L.O. COUNTY DEPUTY DIRECTOR OF PUBLIC WORKS

A note (smaller font) shall be provided below the signature blocks which reads as follows: "DISTRICT REVIEW AND APPROVAL OF PLANS COVERS ONLY THOSE FACILITIES WITHIN THE PUBLIC RIGHT OF WAY".

An as-built revision block shall be provided for each original drawing.

Contractor Requirements for Protection Against Distribution System Contamination (Water Systems only) - The text of these requirements shall appear in the Owner's bid packet project Specifications, or on the construction plans. See the Attachment "Contractor Requirements for Protection Against Distribution System Contamination".

Submittal of the contractor's proposed method of connection to the existing system is required. Submit these details to Laura Holder, Utilities Division Program Manager, Department of Public Works, Room 207, County Government Center, San Luis Obispo, CA, 93408; (Phone: 781-5135).

Permits and Notification - A County Encroachment Permit is required for all work done within the County right-of-way. All utility companies shall be notified prior to the start of construction. The County Director of Public Works shall be notified at least 24-hours prior to starting of construction. Contact Rene Brill, Civil Engineering Tech III (phone 781-4474) to arrange for submitting information, fees, and for arranging inspections required by the County Road Department. Any construction done without approved plans or prior notification to the County Director of Public Works will be rejected and will be at the contractor's own risk.

Pipeline Pressure Test Results - The Applicant's Engineer shall submit a brief report describing the pressures and observations noted during the timed pressure testing of the pipeline.

Soils Inspection Report and Compaction Test Results - A Final Soils Report and Compaction Test Summary discussing the compaction results for the backfill (and the test locations) shall be submitted to the District for approval.

Field Changes - An Inspector (acting on behalf of the District) may identify unforeseen problems arising in the field, requiring revisions in the plans and Specifications. Upon discovery, the Applicant's engineer shall promptly evaluate the problems and submit plans to the District indicating the proposed action.

Project Design and Final Inspection - Improvements within the County right-of-way (or those offered/accepted by the District for maintenance) shall be designed by a California Registered Civil Engineer (RCE), in accordance with Provision No. 4 of the District's Conditional Intent to Provide Water Service Letter. A final inspection and certification of the project will be required. The RCE certifying the improvements and preparing the as-constructed plans shall be present when the final inspection is made.

Certification of Conformance - An Engineer's Improvement Certification shall be submitted to the District, attesting to the fact that "improvements were constructed at the horizontal and vertical alignment, and in substantial conformance with those approved plans and the Standard Specifications and Drawings, or with those approved changes shown on the as-constructed drawings".

As-Constructed Drawings - As-constructed drawings shall be submitted to the District prior to final acceptance; field verified alignments of all utilities in the vicinity of the District's point of connection shall be clearly indicated on the plans.

Ownership of Facilities - If completed as per the Agreement, after final inspection and District approval of the constructed facilities, the District will accept them for maintenance (those within the County right-of-way). Title to facilities shall vest in County in accordance with the Agreement. Any domestic water service meter(s) (and bypass meters, on the backflow preventers) shall also be owned and maintained by the District. The Applicant shall own and maintain all other facilities located on their property.

gneralconditions.wpd

SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Wade Horton, Director

County Government Center, Room 206 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us



February 1, 2017

John Wilson
1326 Chorro Street
San Luis Obispo, CA 93401

Subject: County Service Area No. 18; Conditional Intent to Provide Waste Water Service Letter to Tract 2429, Jack Ranch

Dear Mr. Wilson,

The following is a Conditional Intent to Provide a Waste Water Service Letter for the above described property located adjacent to the San Luis Obispo Golf and Country Club, San Luis Obispo, California. The County Service Area No. 18 (District) is ready and willing to provide waste water service to the subject project provided the following conditions are met.

1. All work performed by the County Department of Public Works Utilities Division staff for the subject project shall be billed to and reimbursed by the Applicant through and in accordance with the Engineering Reimbursement Agreement (ERA) for this project, executed on April 30, 2015.
2. Per the terms of the ERA, the Applicant shall design, construct, and install a gravity wastewater collector line extension (including all necessary system improvements) and manholes from the nearest existing point of connection adequate to provide wastewater service to the proposed project.
3. The Applicant shall employ a Registered Civil Engineer (RCE) of work to design the gravity wastewater collector line, manholes and associated appurtenances, and provide inspection during the course of construction to certify to the Public Works Director that the improvements were installed in accordance with the improvement plans, and to submit as-built plans to the Public Works Director. If the engineer of work is other than the designing engineer, or is replaced during the course of construction, the Public Works Director shall be notified in writing; and each such engineer of work shall certify as to their respective involvement. The Public Works Director, or his designated representative, may make such additional inspection as is deemed necessary and shall be available to review field conditions and/or proposed changes with the engineer of work.

4. As recommended in the Brown and Caldwell "Country Club Wastewater Treatment Plant Audit" dated February 25, 2004 and Wallace Group "CSA 18 WWTP Evaluation Update to Serve Tentative Tract 2429" dated April 27, 2016, the Applicant shall provide funding suitable to:

- furnish and install a floating baffle and,
- furnish and install two (2) 10 hp aerators to Pond 2

Additionally, the Applicant shall provide complete services to:

- remove the sludge from Pond 2 and,
- furnish and install the inlet extension to the center of the first half of Pond 2

5. As indicated in the above referenced Wallace Group letter, the Applicant shall provide (within their development area) 120 days of wet weather flow storage, based on an estimated rate of 300 gallons per day/Dwelling Unit Equivalent (DUE) (approximately 470,000 total gallons for 13 units).

6. As indicated in the above referenced Wallace Group letter, the applicant shall provide their increment of funding suitable for an influent grinder upgrade to accommodate peak flows and dewatering equipment (including sludge transfer) at the CSA 18 Country Club Wastewater Plant. The Applicant shall pay prorated share of upgrade costs.

7. Upon District's approval of the proposed construction project, the Applicant shall submit plans and specifications to the Regional Water Quality Control Board for review, comment and determinations with regard to the project and its impacts to the Waste Discharge Permits for both the District and the San Luis Country Club Estates.

8. The proposed project will require connection to the existing County Service Area 18 (CSA 18) wastewater collection system. Construction of the proposed project will be at the Applicant's responsibility and expense. Construction of all facilities shall be in accordance with the County Standards and Specifications, CSA 18 regulations and the San Luis Country Club Estates Home Owner's Association Rules and Regulations. The Applicant shall employ a licensed contractor, and must submit evidence that the contractor is licensed prior to issuance of a final will-serve letter.

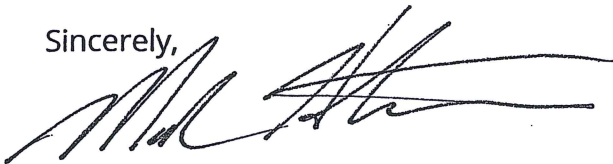
9. All work within the public right-of-way will require an Encroachment Permit from the County Director of Public Works, as described in the attached "General Conditions for Additions to District Facilities." Any work in areas maintained by the San Luis Country Club Estates must be approved by the Estates Home Owners Association.

10. The Applicant shall comply with all processing and approvals in accordance with the California Environmental Quality Act (CEQA).

11. As the subject lots have been determined to be outside of the CSA 18 District boundaries, said lots must be annexed to CSA 18. Accordingly, the Applicant shall complete and return to District the attached document entitled "Application for Annexation." In addition, the Applicant must also apply to the Local Agency Formation Commission (LAFCo) for annexation to the District. The District shall generate and submit a "Resolution of Application" to the Board of Supervisors on behalf of the Applicant.
12. Prior to provision of wastewater service to the project described above, Applicant shall pay to District all remaining applicable CSA 18 connections fees, meter charges, or other new service related fees established by ordinance and/or as described in the attached ERA prior to the completion date of the service connections for the proposed lots. Connection fees (system buy-in) are anticipated to cost approximately \$2,200 per DUE.
13. The Applicant must provide District with written correspondence from the San Luis Country Club Estates indicating the Club's willingness to accept any additional treated wastewater effluent generated by the proposed project.
14. In accordance with the terms and conditions of County Ordinance No. 2317, executed by the San Luis Obispo County Board of Supervisors on July 28, 1987, the Applicant and/or all future owners of the proposed project and/or residences constructed as part of the proposed project are prohibited from installing self-regenerating water softeners.
15. The above CSA 18 conditions shall be effective until November 1, 2026, or until some unforeseen event might occur making this presently, intended service unusually difficult, or impossible, to provide.

If you have any questions regarding this letter, please feel free to call John Austin at (805) 781-5935 or Dean Benedix at or (805) 781-5267.

Sincerely,



MARK HUTCHINSON
Deputy Director of Public Works

Attachments: Attachment No. 1 - Engineering Reimbursement Agreement (Minus Sample Exhibits previously provided)
Attachment No. 2 - General Conditions for Additions to District Facilities
Attachment No. 3 - Application for Annexation
Attachment No. 4 - Final Report County of SLO Country Club Audit
Attachment No. 5 - CSA 18 - Wallace Report, April 27, 2016

file: Districts/CSA 18 (Country Club) - Correspondence

c: Dean Benedix, Utilities Division Manager
Andrea Montes, Utilities Program Manager
John Austin, Utilities Project Manager
Tim Tomlinson, Development Services Division
County Planning and Building Department
County Environmental Health Department
Tom Erskine, P.O. 510, Paso Robles, CA 93447

L:\Utilities\2017\February\Tract 2429 Cond Intent to Serve JA.docx JA:jb

Attachment F

County Notice of Final Action Letter for
Minor Use Permit N-DRC2021-00001



April 01, 2022

KIRK CONSULTING
8830 MORRO
ATASCADERO, CA 93422

SUBJECT: Notice of Final County Action, Minor Use Permit N-DRC2021-00001

Dear Sir/Madam,

On **March 18, 2022**, the above-referenced application was approved by the **Planning Department Hearing** based on the approved Findings, and subject to the approved Conditions, which are both enclosed for your records.

If you disagree with this action, pursuant to (County Real Property Ordinance Section 21.04.020 / County Land Use Ordinance Section 22.70.050 / County Coastal Zone Land Use Ordinance (CZLUO) Section 23.01.042), and in the manner described therein, you have the right to appeal this decision, or a portion of this decision, to the Board of Supervisors within 14 calendar days after the date of the action.

The appeal must be submitted to the Department of Planning and Building on the proper Department appeal form, as provided on the County website. The appeal form must be submitted with an original signature; a facsimile will not be accepted. The appeal fee is set by the current fee schedule and must accompany your appeal form for your appeal to be accepted for processing.

If you have any questions regarding your project, please contact **Cassidy McSurdy** at 805-781-5600.

Sincerely,

Daniela Chavez

County of San Luis Obispo
Department of Planning & Building

EXHIBIT B - CONDITIONS OF APPROVAL
Minor Use Permit / N-DRC2021-00001 JR Owners, LLC

Approved Development

1. This approval authorizes
 - a. The phased construction within a designated 2.5 acre building envelope to include:
 - i. 5,302-square-foot single-story ranch headquarters,
 - ii. 5,330-square-foot farm support quarters
 - iii. 1,600-square-foot accessory dwelling unit
 - b. Additional development of infrastructure improvements such as access improvements and septic installation as well as two residential swimming pools.

Conditions required to be completed at the time of application for construction permits

Site Development

2. **At the time of application for construction permits**, the applicant shall submit plans demonstrating compliance with the conditions of approval (#2-12, #15-18, #20-26) for Conditional Use Permit S000323U.
3. **At the time of application for construction permits** plans submitted shall show all development consistent with the approved site plan, floor plan, and architectural elevations.
4. **At the time of application for construction permits**, the applicant shall provide details on any proposed exterior lighting, if applicable. The details shall include the height, location, and intensity of all exterior lighting. All lighting fixtures shall be shielded so that neither the lamp nor the related reflector interior surface is visible from adjacent properties. Light hoods shall be dark colored.

Fire Safety

5. **At the time of application for construction permits**, all plans submitted to the Department of Planning and Building shall meet the fire and life safety requirements of the California Fire Code. Requirements shall include, but not be limited to those outlined in the Fire Safety Plan, prepared by the CDF/County Fire Department for this proposed project.

Services

6. **At the time of application for construction permits**, the applicant shall submit evidence that there is adequate water to serve the proposal, on the site.
7. **At the time of application for construction permits**, the applicant shall submit evidence that a septic system, adequate to serve the proposal, or connection to public sewer can be installed on the site.

Access

8. **At the time of application for construction permits**, the applicant shall provide evidence to the Department of Planning and Building that onsite circulation and pavement structural sections have been designed and shall be constructed in conformance with Cal

Fire, or the regulating fire agency standards and specifications back to the nearest public-maintained roadway.

Drainage & Flood Hazard

9. **At the time of application for construction permits**, the applicant shall submit complete drainage plans for review and approval in accordance with Section 22.52.110 of the Land Use Ordinance.
10. **At the time of application for construction permits**, the applicant shall submit complete erosion and sedimentation control plans for review and approval in accordance with Section 22.52.120 of the Land Use Ordinance.

Stormwater Pollution Prevention Plan (SWPPP)

11. **At the time of application for construction permits**, if the project disturbs more than 1.0 acre or is part of a common plan of development, the applicant must enroll for coverage under California's Construction General Permit. Sites that disturb less than 1.0 acre must implement all required elements within the site's erosion and sediment control plan as required by San Luis Obispo County Codes.

Conditions to be completed prior to issuance of a construction permit

Fees

12. **Prior to issuance of a construction permit**, the applicant shall pay all applicable school and public facilities fees.
13. **Prior to issuance of a construction permit**, the applicant shall pay the housing impact fee as required by Section 22.12.080.F.1, or may defer fee payment pursuant to Section 22.12.080.J.4. As an alternative the applicant may provide housing units or a land donation, pursuant to Section 22.12.080.F.3.
14. **Prior to the issuance of construction permits**, the applicant must pay to the Department of Public Works the State Route 227 Corridor Traffic Mitigation Fee based on the fair share rates identified in the project traffic study prepared by *Associated Transportation Engineers, dated October 8, 2020*. The estimated fee is \$8,455.
15. The applicant shall be responsible for paying to the Department of Public Works the 227 Corridor Traffic Mitigation Fee at the time of issuance of building permit, or within 30 days of land use permit approval if no building permit is required. In accordance with Government Code section 66020(d)(1), the County provides notice to the applicant that the 90-day approval period in which the applicant may protest imposition of the Road Improvement Fee has begun.

Farm Worker Occupancy Requirement

16. **Prior to issuance of a construction permit for the farmworker support quarters**, an agreement between the landowner and the County limiting occupancy to farm employees and their spouses and children will be executed and recorded.

Conditions to be completed prior to occupancy or final building inspection /establishment of the use

17. **Prior to occupancy or final inspection**, which ever occurs first, the applicant shall obtain final inspection and approval from CDF of all required fire/life safety measures.
18. **Prior to occupancy of any structure associated with this approval**, the applicant shall contact the Department of Planning and Building to have the site inspected for compliance with the conditions of this approval.

On-going conditions of approval (valid for the life of the project)

19. This land use permit is valid for a period of 24 months from its effective date unless time extensions are granted pursuant to Land Use Ordinance Section 22.64.070 or the land use permit is considered vested. This land use permit is considered to be vested once a construction permit has been issued and substantial site work has been completed. Substantial site work is defined by Land Use Ordinance Section 22.64.080 as site work progressed beyond grading and completion of structural foundations; and construction is occurring above grade.
20. All conditions of this approval shall be strictly adhered to, within the time frames specified, and in an on-going manner for the life of the project. Failure to comply with these conditions of approval may result in an immediate enforcement action by the Department of Planning and Building. If it is determined that violation(s) of these conditions of approval have occurred, or are occurring, this approval may be revoked pursuant to Section 22.74.160 of the Land Use Ordinance.

Attachment G

Open-Space Easement on Parcel 14
of Tract 2429



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: San Luis Obispo
Document Type: Document - Year.DocID
Year: 2020
DocID: 075940

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

2020075940

Tommy Gong
San Luis Obispo - County Clerk-Recorder
12/22/2020 08:07 AM

Recorded at the request of:
PUBLIC

Titles: 1 Pages: 15

Fees: \$131.00
Taxes: \$0.00
Total: \$131.00



571064-LI
RECORDING REQUESTED BY:
First American Title
County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 044-081-040

AGRICULTURAL OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE
EASEMENT TO THE COUNTY OF SAN LUIS OBISPO
ON PARCEL 14 OF TRACT 2429

THIS AGREEMENT is made and entered into this 15th day of December, 2020 by
and between Jack Ranch, SLO, LLC, a California limited liability company, hereinafter referred
to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of
California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter referred to as
"Owner's Property") located in the County of San Luis Obispo, State of California, which is
more particularly described in Exhibit A.

WHEREAS, on August 23, 2018, the County approved Declarants application for a
Vesting Tentative Tract Map (Tract 2429) and Conditional Use Permit (S000323U) to establish a
Major Agricultural Cluster Subdivision to subdivide an existing 299-acre parcel into 13
residential parcels of approximately one acre each and one agriculture/open space parcel of
approximately 285 acres; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to those portions of Owner's Property, as more particularly described in Exhibit B (hereinafter referred to as "Ag Open Space Easement Area"); and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will ensure the protection of agricultural resources within the Ag Open Space Easement Area; and

WHEREAS, the Ag Open Space Easement Area has certain natural scenic beauty and important agricultural conservation values, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing agricultural resources of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and agricultural resources by the restricted use of the Ag Open Space Easement Area by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the ag open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Ag Open Space Easement Area.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further

consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an ag open-space easement in and to the Ag Open Space Easement Area on Parcel 14 of Tract 2429, and as more particularly described in Exhibit B.

The ag open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Ag Open Space Easement, the various acts hereinafter mentioned.

2. Restrictions on use of the Ag Open Space Easement. Except as provided in Section 3, below, Owner and Owner's successors in interest are prohibited from doing the following within the Ag Open Space Easement:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Ag Open Space Easement Area.

(b) No advertising of any kind or nature shall be located on or within the Ag Open Space Easement Area, except in connection with agricultural related uses on the subject parcel and for advertising related to the initial sale of the clustered lots created by the approved conditional use permit and final subdivision map referred to above..

(c) Owner shall not plant or permit to be planted any vegetation upon the Ag Open Space Easement Area except for crop production, range land grasses, natural or ornamental

landscaping, and as otherwise authorized by the approved development plan and subdivision map referred to above, and as necessary for erosion control.

(d) Except as necessary for the structural and non-structural uses allowed by the version of Land Use Ordinance Section 22.22.150 in effect in 2003, agricultural and agricultural-related use of the Ag Open Space Easement Area and for the construction, alteration, relocation, and maintenance of public roads, private access roads, public and private utilities, trails, driveways, or recreational facilities, if any, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Ag Open Space Easement Area which will or does materially alter the landscape or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Ag Open Space Easement Area, except for development of Owner's water rights, including, but not limited to, pumping and extracting of water and installation, maintenance, repair, and replacement of wells, pipelines, and other facilities connected therewith.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural or other permitted use of the Ag Open Space Easement Area and fire protection, thinning, elimination of diseased growth, and similar protective measures.

(h) Except as related to agricultural, incidental visitor uses or recreational uses, the Owner shall not use the Ag Open Space Easement Area or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Ag Open Space Easement Area or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Ag Open Space Easement Area.

(i) Except as related to agricultural, incidental visitor uses or recreational uses, the Owner shall not cover or cause the Ag Open Space Easement Area to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(j) Except for a resubdivision involving all of this Tract, no land division of a legal lot within the Ag Open Space Easement Area shall occur or be applied for by Owner or his successors in interest, nor shall Owner or his successors in interest otherwise convey (other than under threat of condemnation) a portion of a legal lot within the Ag Open Space Easement Area less than the whole to one or more parties or convey a legal lot within the Ag Open Space Easement Area to two or more parties each of whom acquire title to less than the whole of the legal lot. Any such conveyance or transfer of a legal lot within the Ag Open Space Easement Area or a portion thereof by Owner or his successors in interest shall be considered null and void. Nothing in this Section shall be deemed to limit or eliminate Owner's right to grant easements over the Ag Open Space Easement Area, provided that the easements are consistent with the restrictions and reservations in this agreement.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Ag Open Space Easement Area are excepted from this grant and are expressly reserved to Owner:

- i. The right to maintain all existing private roads, bridges, utilities, trails and structures lawfully erected and maintained upon the Subject Property
- ii. The right to construct, develop, and maintain new roads, utilities, structures, and other improvements authorized by the approved conditional use permit and final subdivision map referred to above, or

required by a public utility, and any amendments or modifications thereto which may be approved by the County.

- iii. The right to construct, develop, and maintain private and public water sources and water system, including water storage tanks, on the Subject Property for the use and benefit of the Subject Property
- iv. The right to undertake any of those uses on the Subject Property as permitted by Section 22.22.150.J.3. and 4 and as amended including:
 - a. Agricultural processing uses and agricultural accessory uses are permitted and may occupy an aggregate area of up to 5.0 acres.
 - b. A ranch headquarters with one primary dwelling, residential accessory uses, an Accessory Dwelling Unit (ADU), and qualifying farm support quarters are permitted and may occupy up to 2.5 acres.
 - c. Crop production and grazing; animal raising and keeping; specialized animal facilities; nursery specialties (nonstructural); range land or wildlife preserves; water storage or recharge; leachfield or spray disposal area; scenic area protection or buffers from hazardous areas; public outdoor recreation uses on non-prime lands; or other similar open space uses; and roads/turnarounds directly serving the agricultural use.
 - d. Renewable energy facilities generating energy for on-site use may be allowed on up to 3 acres or 25 percent of the open space area, whichever is smaller, subject to the requirements in Chapter 22.32 (Energy-Generating Facilities).

- v. Communications facilities including satellite dish, public safety repeaters, cell tower as otherwise authorized by law.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Ag Open Space Easement Area except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Ag Open Space Easement Area or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Ag Open Space Easement Area or as granting to the public or any member thereof any tangible rights in or to the Ag Open Space Easement Area or the right to go upon or use or utilize the Open Space Easement Area in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Ag Open Space Easement Area may be put so that it may be kept as near as possible in its natural condition for the benefit of the public by preserving existing cultural resources.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Ag Open Space Easement Area or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974.

9. Enforceable restriction. Upon acceptance of the ag open-space easement granted herein, the Ag Open Space Easement Area shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable

in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, 976 Osos Street, Rm. 300, California 93408. Notices required to be given to Owner shall be addressed as follows: John Wilson 1326 Chorro Street, San Luis Obispo, CA 93401.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

17 Attorney's Fees. In the event of any litigation between the parties based upon or arising out of this agreement the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and litigation expenses.

18. Entire Agreement. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understandings whether oral or written respecting the subject matter hereof. This Agreement may not be amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER
Jack Ranch, SLO, LLC
a California limited liability company

By: [Signature]

Its: MANAGER

COUNTY OF SAN LUIS OBISPO

By: Lynn Compton
Chairperson of the Board of Supervisors

ATTEST:

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors
By: [Signature]
Deputy Clerk
[Seal]

CALIFORNIA NOTARY ACKNOWLEDGEMENT

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 San Luis Obispo

On December 15, 2020 before me, TAna Christiansen, Deputy Clerk,
(Insert the name and title of the officer)

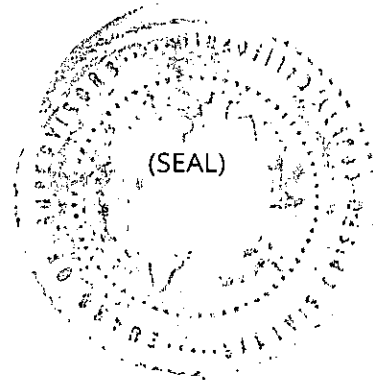
personally appeared Lynn Compton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

Signature *TAna Christiansen*
Deputy Clerk



APPROVED AS TO FORM AND LEGAL EFFECT:

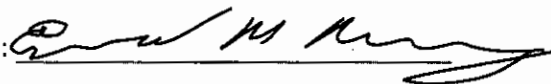
RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 10.7.20

LEGAL DESCRIPTION APPROVED AS TO FORM:

EDWARD M. READING
County Surveyor

By: 

Dated: October 7, 2020

[NOTE: This Ag Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.

EXHIBIT A
LEGAL DESCRIPTION OF OWNER'S PROPERTY

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

Lots 1-14 of Tract 2429, in the unincorporated area of the County of San Luis Obispo, State of California, according to the map recorded on 12/22, 2020 in Book 40, Page 96 of Maps, in the Office of County Recorder of said County

APN: 044-081-040

EXHIBIT B
LEGAL DESCRIPTION OF AG OPEN SPACE EASEMENT AREA

Lot 14 of Tract 2429, in the unincorporated area of the County of San Luis Obispo, State of California, according to the map recorded on 12/22, 2020 in Book 40, Page 83 of Maps, in the Office of County Recorder of said County

ACKNOWLEDGMENT

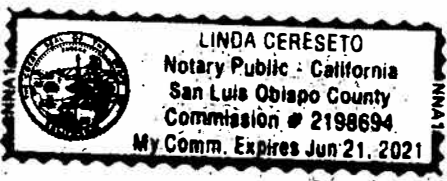
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On September 11, 2020, before me, Linda Cereseto, Notary Public, personally appeared John M. Wilson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

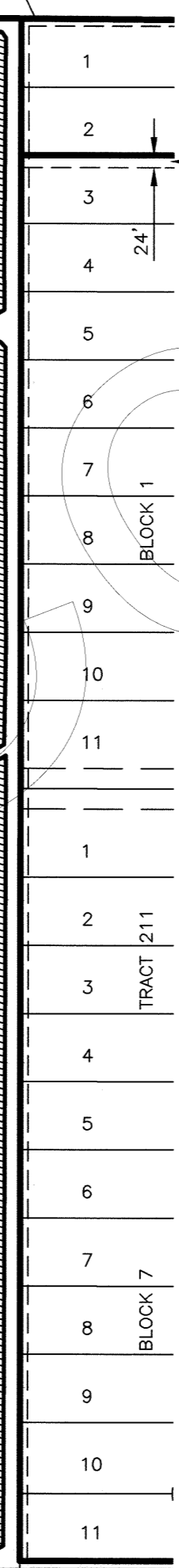
WITNESS my hand and official seal.



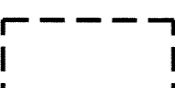


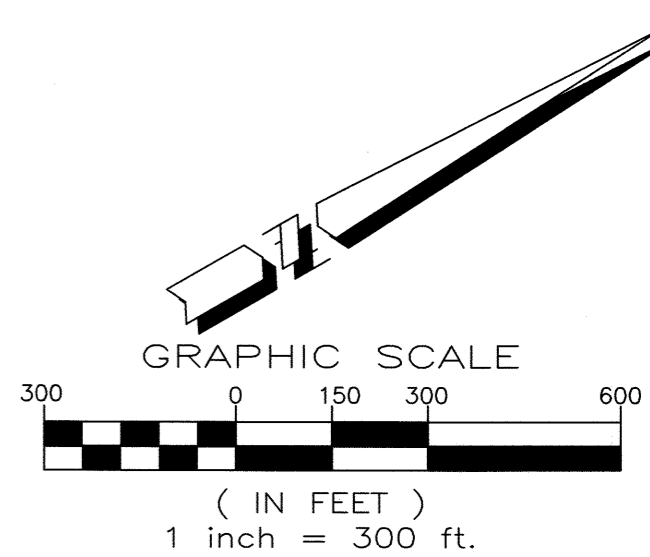
[SEAL]

Linda Cereseto, Notary Public

N:\2017\17-315 Jack Ranch SLO Tent Tract 2429\C3D-2019\17-315 Jack Ranch Final Map.dwg, SHEET 13 OF 14, Oct 26, 2020 8:02am, LRichardson



-  EXISTING VINEYARD AREAS WITHIN AG BUFFER TO BE REMOVED PRIOR TO OCCUPANCY OF HABITABLE STRUCTURES ON THE CORRESPONDING LOTS
-  EXISTING VINEYARD AREAS (CONTAINS APPROXIMATELY 157.9 ACRES OF VINEYARD)
-  OPEN SPACE EXCEPTION



SURVEYOR'S NOTE:
 THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND I DO NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS.

MICHAEL B. STANTON, PLS 5702

ADDITIONAL MAP SHEET

THIS ADDITIONAL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY, DESCRIBING CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER SECTION 66434.2 (a) OF THE SUBDIVISION MAP ACT.

OPEN SPACE EXCEPTIONS

**TRACT 2429
 JACK RANCH**

BEING A SUBDIVISION OF LOT M AND A PORTION OF LOT N OF THE MAP OF THE PARTITION OF THE HOLLISTER TRACT, RANCHO CORRAL DE PIEDRA, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS RECORDED IN BOOK J OF THE DEEDS AT PAGE 367, RECORDS OF SAID COUNTY.

MBS LAND SURVEYS MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960



San Luis Obispo Local Agency Formation Commission

TO: MEMBERS OF THE COMMISSION

FROM: ROB FITZROY, EXECUTIVE OFFICER

DATE: NOVEMBER 17, 2022

SUBJECT: QUARTERLY BUDGET AND WORK PLAN REPORT

COMMISSIONERS

Chairperson
ED WAAGE
City Member

Vice-Chair
DEBBIE ARNOLD
County Member

LYNN COMPTON
County Member

MARSHALL OCHYLSKI
Special District Member

ROBERT ENNS
Special District Member

STEVE GREGORY
City Member

HEATHER JENSEN
Public Member

ALTERNATES

DAWN ORTIZ-LEGG
County Member

ED EBY
Special District Member

CHARLES BOURBEAU
City Member

David Watson
Public Member

STAFF

ROB FITZROY
Executive Officer

IMELDA MARQUEZ
Analyst

MORGAN BING
Clerk Analyst

BRIAN A. PIERIK
Legal Counsel

RECOMMENDATION

Action 1: Review the first quarter budget and work plan report for fiscal year (FY) 22-23 and approve, by motion, to direct the Executive Officer to file it with the County Auditor.

BUDGET OVERVIEW

This report is the first Fiscal Year (FY) 22-23 quarterly report for the San Luis Obispo Local Agency Formation Commission (LAFCO). The LAFCO operating budget is comprised of four components: 1) salaries, payroll taxes, and benefits, 2) services and supplies, 3) revenues, and 4) fund balance and reserves. Day-to-day management of the budget is based on “bottom-line” principles that allow for variation within individual line-item accounts as long as the overall expenditures remain within the approved budget.

LAFCO’s budget is funded by the County, Cities and Independent Special Districts. City and District shares are pro-rated based on general revenues reported to the State Controller’s Office on an annual basis. LAFCO also receives revenue from application fees and interest earnings.

The County Auditor Controller provides LAFCO with various financial services. Every financial transaction of LAFCO is processed through the County Auditor’s financial system. This approach ensures accuracy, transparency and accountability. The County Auditor’s Office also provides LAFCO with claims processing, invoicing and financial review services. The Auditor’s financial tracking system assists LAFCO in monitoring the budget and compiling budget report data, as well as provides independent review of the budget.

QUARTERLY BUDGET SUMMARY

Executive Officer Comments. The first quarter budget actuals indicate LAFCO continues to be in a strong budgetary position. Expenditures are as expected within the first quarter. Application activity and associated revenue continues to be strong; with only 25% of the fiscal year complete we have reached 63% of our revenue projections for proposal applications. Additionally, total revenues are 93% realized.

Expenditures. Overall, first quarter expenditures are at 28% with 25% of the fiscal year complete. A detailed budget report is provided in Attachment A. It is common to have slightly higher expenditures in the first quarter due to large annual one-time payments that must be made early in the fiscal year, for example payment of the annual insurance and liability policy. Expenditures are expected to normalize within subsequent budget reports. Below is a brief summary of line-item expenditures:

- Salaries and benefits are 26% expended.
- Services and Supplies are 36% expended.

LAFCO uses a credit card from a program implemented by the Special District Risk Management Association (SDRMA) for public agencies. LAFCO's policy is to pay each bill in full each month. The statements for July, August and September are included as Attachment B. Additionally, with any "significant value" purchases over \$400, a receipt is provided for that item for further transparency.

- **July:** Zoom subscription \$98.50, USPS Mailings \$18.50, Best Buy \$1,962.49 for new computer for new Clerk Analyst (see receipt attached), Amazon \$335.98 computer docking stations, Microsoft Office Subscription \$37.50.
- **August:** Zoom subscription charges \$98.50, and \$37.50 Microsoft Office Subscription.
- **September:** Zoom subscription charges \$98.50, and \$37.50 Microsoft Office Subscription.

Revenues. Overall, revenues are 93% realized through the first quarter. Contributing agencies (Cities, Special Districts and County) have paid 99% of the LAFCO charges billed in the first quarter by the County Auditor. Application fees have been submitted in the amount of \$15,191 or 63% of projected application revenue.

Fund Balance (Reserves). Fund Balance is the LAFCO reserve of funds for various expenditures. Fund Balance expenditure requires Commission approval. The current fund balance available is \$301,201.

WORK PLAN QUARTERLY UPDATE

Executive Officer Comments. Workload for the first quarter of the FY has been substantial, as expected. In addition to our typical workload of proposal application processing, we have been onboarding and training the new Clerk Analyst, launching our MSR program, and focusing on internal items such as our new application package and an updated Policies and Procedures manual, as directed by the Commission. The addition of the new Clerk Analyst has already proven to be a positive addition to the organization. We are looking forward to the remainder of the FY.

Work Plan Update. In conjunction with the FY 22-23 budget process, the Commission adopted an accompanying Work Plan for FY 22-23 (see May 19, 2022, staff report for additional details). Our work prioritization is as follows:

1. Process proposal applications as mandated by statute and conduct critical operations necessary for the organization to function.
2. Prepare Municipal Service Reviews (MSRs) as mandated by statute, based on the date an MSR was last updated.
3. Execute special work efforts as directed by the Commission.

Consistent with the priorities established by the Commission for the FY 22-23 Work Plan, during the first quarter staff have been diligently working on the following items, as well as on-boarding and training the new Clerk Analyst:

- Processing proposal applications including the recently received Dana Reserve Specific Plan annexation, multiple County Service Area annexation applications, and annexations into special independent districts
- Initiated MSR for City of Paso Robles, Templeton Community Services District, Heritage Ranch Community Services District, and San Miguel Community Services District, and implemented a new MSR process intended to streamline work efforts, improve coordination, and increase usability of the document
- Completed website overhaul, new emails and website URL (.com to .gov), added new features for public benefit including improved noticing, an interactive GIS tool and history of annexations GIS tool, ongoing maintenance of GIS files, updated graphic design work for the website and LAFCO documents
- Initiated new application forms, and an updated Policies and Procedure manual
- Conducted ongoing critical operations, invoicing, payroll, records management, office administration, directory update
- Additional work efforts include response to numerous public inquiries regarding annexations, coordination with numerous districts and cities regarding potential future annexations, coordination with districts regarding activation / divestiture of powers, responses to Public Record Act requests, and reorganizing our record management systems

Work Plan Projections. Looking ahead, we expect the workload to remain high and staff to be operating at full capacity, particularly with large annexation applications such as Dana Reserve and other annexations and reorganizations we anticipate soon. While workload will be high, we expect the number of hearings items to remain on the lighter side as we focus on application processing as well as the MSR program which requires substantial internal staff work and reduced need for hearings until such a time when they are ready for Commission consideration.

Attachment A: Quarterly Budget Status Report

Attachment B: Credit Card Statements

Attachment A

Quarterly Budget Status Report

	Adopted Budget FY 22-23	Expenditures / Revenue	Percent Expended/ Revenue	Projected Year End
Expenditures Summary <i>(Services, Supplies, Salaries, Benefits, Taxes)</i>	\$649,615	\$180,919	28%	\$649,615
Revenues Summary <i>(Processing Fees, Reserves, Agency Contributions)</i>	\$649,615	\$603,030	93%	\$649,615
Services and Supplies Expenditure Details				
Computer Software	\$500	\$75	15%	\$500
Copying-Printing	\$300	\$0	0%	\$300
Meals	\$600	\$48	8%	\$600
LAFCO Insurance Policies	\$17,500	\$16,539	95%	\$17,500
Maintenance-Equipment	\$30	\$0	0%	\$30
Maintenance-Software	\$50	\$0	0%	\$50
CALAFCO/ Other Memberships	\$8,800	\$5,088	58%	\$8,800
Employee Mileage Reimbursement	\$200	\$0	0%	\$200
Commissioner Mileage Reimbursement	\$1,500	\$110	7%	\$1,500
Office Supplies	\$2,500	\$182	7%	\$2,500
Custodial Services	\$1,800	\$300	17%	\$1,800
County Auditor Services	\$8,931	\$8,931	100%	\$8,931
Legal Counsel	\$31,200	\$7,000	22%	\$31,200
Postage	\$1,000	\$19	2%	\$1,000
Prof. Services/General/Commissioner Stipends	\$12,000	\$1,697	14%	\$12,000
Publication & Legal Notices	\$1,000	\$0	0%	\$1,000
Training	\$5,000	\$0	0%	\$5,000
Office Lease	\$37,000	\$10,056	27%	\$37,000
Large Equipment	\$1,500	\$0	0%	\$1,500
Small Equipment	\$400	\$0	0%	\$400
Telephone	\$3,000	\$740	25%	\$3,000
Travel Expenses	\$2,500	\$0	0%	\$2,500
Utilities	\$4,700	\$707	15%	\$4,700
Board Chambers - IT Support	\$850	\$0	0%	\$850
Vehicle Allowance	\$5,400	\$1,454	27%	\$5,400
Vehicle Rental	\$500	\$0	0%	\$500
Services and Supplies Subtotal	\$148,761	\$52,945	36%	\$148,761
Salary, Benefits and Taxes Expenditures				
Salaries	\$315,000	\$81,558	26%	\$315,000
Taxes - FICA SS Employer Match	\$19,530	\$4,891	25%	\$19,530
Taxes - Medicare Employer Match	\$4,568	\$1,144	25%	\$4,568
Pension Employer Contribution	\$88,698	\$22,835	26%	\$88,698
Pension Obligation Bond	\$16,558	\$3,711	22%	\$16,558
SDI/SUI Employer Contribution	\$1,500	\$84	6%	\$1,500
Health Insurance	\$45,000	\$11,063	25%	\$45,000
Deferred Compensation	\$10,000	\$2,688	27%	\$10,000
Salary, Benefits and Taxes Subtotal	\$500,854	\$127,975	26%	\$500,854
Total Expenditures	\$649,615	\$180,919	28%	\$649,615
Revenue To				
Date				
Revenue Details				
Interest Earned	\$4,000	\$1,395	35%	\$4,000
Environmental Review Fees	\$3,000	\$1,500	50%	\$3,000
Sphere of Influence Fees	\$2,000	\$1,500	75%	\$2,000
Application Processing Fees	\$19,000	\$12,191	64%	\$19,000
Other Revenue (Transfer of Reserves)	\$35,000	\$0	0%	\$35,000
<i>Agency Contributions</i>				
Cities	\$195,538	\$195,538	100%	\$195,538
County	\$195,538	\$195,538	100%	\$195,538
Special Districts	\$195,538	\$195,367	99.9%	\$195,538
Total Revenue	\$649,615	\$603,030	93%	\$649,615
Reserves Fund Balance	\$262,579	\$301,021	\$0	\$266,021

Attachment B

Credit Card Statements



Account Summary




Billing Cycle		07/31/2022
Days In Billing Cycle		31
Previous Balance		\$1,352.50
Purchases	+	\$2,452.97
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Other Charges	+	\$35.00
Finance Charges	+	\$25.26

NEW BALANCE \$3,865.73

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$6,134.27
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$1,352.50
Disputed Amount	\$0.00

Account Inquiries

-  Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
-  Go to www.umpquabank.com
-  Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$3,865.73
MINIMUM PAYMENT	\$3,865.73
PAYMENT DUE DATE	08/25/2022

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

				TOTAL CORPORATE ACTIVITY	\$60.26
Trans Date	Post Date	Reference Number	Transaction Description	Amount	
07/31	07/31	74807252212241212262001	LATE FEE	\$35.00	
07/31	07/31	74807252212240212164001	FINANCE CHARGE PURCHASE	\$25.26	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



Account Number

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
07/31/22	\$3,865.73	\$3,865.73	08/25/22

\$



BL ACCT0 LAFCO
1042 PACIFIC ST
SUITE A
SAN LUIS OBISPO CA 93401

e-Statement

MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last [grid]

First [grid] Middle [grid]

ADDRESS CHANGE

Street [grid]

[grid]

[grid]

City [grid] State [grid] ZIP Code [grid]

Home Phone ([grid]) [grid] - [grid] Business Phone ([grid]) [grid] - [grid]

Cell Phone ([grid]) [grid] - [grid] E-mail Address _____

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Summary				
IMELDA MARQUEZ #### #### ####	Payments & Other Credits \$0.00	Purchases & Other Charges \$117.00	Cash Advances \$0.00	Total Activity \$117.00

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/01	07/03	PPLN01	24011342182000061388149	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$98.50
07/14	07/15	PPLN01	24137462196001539455303	USPS PO 0568770075 SAN LUIS OBIS CA	\$18.50

Cardholder Account Summary				
ROBERT FITZROY #### #### ####	Payments & Other Credits \$0.00	Purchases & Other Charges \$2,335.97	Cash Advances \$0.00	Total Activity \$2,335.97

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/10	07/11	PPLN01	24692162191100396466524	Amazon.com*IF2AK7U53 Amzn.com/bill WA	\$335.98
07/12	07/13	PPLN01	24399002193503212051960	BESTBUYCOM806660734773 888BESTBUY MN	\$1,962.49
07/26	07/27	PPLN01	24430992207400818162977	MSFT * E0200JHUTH MSBILL.INFO WA	\$37.50

Additional Information About Your Account
PLEASE NOTE MINIMUM PAYMENT DUE.

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$1,352.50	0.06024%(D)	21.9900%	\$25.26	\$0.00	21.9901%	\$3,865.73
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									

Account Summary

Billing Cycle		08/31/2022
Days In Billing Cycle		31
Previous Balance		\$3,865.73
Purchases	+	\$136.00
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$60.26-
Payments	-	\$3,650.97-
Other Charges	+	\$35.00
Finance Charges	+	\$2.92

NEW BALANCE \$328.42

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,671.58
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$154.50
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
- Go to www.umpquabank.com
- Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$328.42
MINIMUM PAYMENT	\$328.42
PAYMENT DUE DATE	09/25/2022

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

				TOTAL CORPORATE ACTIVITY	\$3,673.31-
Trans Date	Post Date	Reference Number	Transaction Description	Amount	
07/21	08/03	70005602215555215740015	PAYMENT - THANK YOU SPOKANE WA	\$3,650.97-	
07/31	08/03	74807252215001215271020	LATE FEE - REVERSAL	\$35.00-	
07/31	08/03	74807252215002215372000	FINANCE CHARGE CREDIT	\$25.26-	
08/31	08/31	74807252243215243662002	LATE FEE	\$35.00	
08/31	08/31	74807252243214243564003	FINANCE CHARGE PURCHASE	\$2.92	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



Account Number

####

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/31/22	\$328.42	\$328.42	09/25/22

\$



BL ACCT 0 LAFCO
1042 PACIFIC ST
SUITE A
SAN LUIS OBISPO CA 93401

MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142

e-Statement

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

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BILLING RIGHTS SUMMARY

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- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Account Number: ##### #

Cardholder Account Summary

IMELDA MARQUEZ	Payments & Other Credits \$0.00	Purchases & Other Charges \$98.50	Cash Advances \$0.00	Total Activity \$98.50
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/02	08/03	PPLN01	24011342214000018901327	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$98.50

Cardholder Account Summary

ROBERT FITZROY #####	Payments & Other Credits \$0.00	Purchases & Other Charges \$37.50	Cash Advances \$0.00	Total Activity \$37.50
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/25	08/26	PPLN01	24430992237400815000448	MICROSOFT*365 MSBILL.INFO WA	\$37.50

Additional Information About Your Account

THANK YOU FOR YOUR RECENT PAYMENT, HOWEVER YOUR ACCOUNT REMAINS ONE PAYMENT PAST DUE. PLEASE BRING IT UP TO DATE IMMEDIATELY TO AVOID ANY LATE CHARGES.

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$156.12	0.06024%(D)	21.9900%	\$2.92	\$0.00	22.0206%	\$328.42
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



Account Summary




Billing Cycle		09/30/2022
Days In Billing Cycle		30
Previous Balance		\$328.42
Purchases	+	\$136.00
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$37.92-
Payments	-	\$328.42-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$98.08

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,901.92
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

-  Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
-  Go to www.umpquabank.com
-  Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	\$98.08
MINIMUM PAYMENT	\$98.08
PAYMENT DUE DATE	10/25/2022

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

				TOTAL CORPORATE ACTIVITY	\$366.34-
Trans Date	Post Date	Reference Number	Transaction Description	Amount	
08/15	09/06	70005602249555249960019	PAYMENT - THANK YOU SPOKANE WA	\$214.76-	
08/31	09/06	74807252249003249471020	LATE FEE - REVERSAL	\$35.00-	
08/31	09/06	74807252249004249572000	FINANCE CHARGE CREDIT	\$2.92-	
09/16	09/16	0000000LBX2209167650006	PAYMENT - THANK YOU	\$113.66-	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK
PO BOX 35142 - LB1181
SEATTLE WA 98124-5142



Account Number

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
09/30/22	\$98.08	\$98.08	10/25/22

\$



BL ACCT LAFCO
1042 PACIFIC ST
SUITE A
SAN LUIS OBISPO CA 93401

e-Statement



34189

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Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

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Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
09/02	09/04	PPLN01	24011342245000020726475	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$98.50

Cardholder Account Summary

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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
09/26	09/27	PPLN01	24430992269400817170075	MSFT * E0200K90GO MSBILL.INFO WA	\$37.50

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Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$98.08
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 30		
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¹ FCM = Finance Charge Method									
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View: Web



We're committed to keeping our customers and employees safe.

[Check out our latest safety info* >](#)



Here's your order information.

Robert, we're getting your order ready. Thanks for shopping with Best Buy.

Order number: **BBY01-806660734773**

[View Order Details](#)

Your order pickup info.

In-Store Pickup

Your order is being picked up at:

Best Buy San Luis Obispo
255 Madonna Rd
San Luis Obispo, CA 93405-5429

Product Details



Dell - XPS 15 15.6" FHD+ Laptop - 12th Gen Intel Core i7 - 16GB Memory - NVIDIA GeForce RTX 3050 Ti - 512GB SSD - Silver

\$1,799.99

Save \$250.00

Reg \$2,049.99

Estimated Pickup Date:
Tuesday, July 12

SKU: 6504384

Qty: 1

Your services & digital delivery info.

Digital Download & Service Details

Product Details



Gift with Purchase

Trend Micro Internet Security (3-Device) (6 Month Subscription) - Android, Apple iOS, Mac OS, Windows [Digital]

FREE

Digital download or service details sending to:

rfitzroy@slolafco.com

Qty: 1

Gift with the purchase of:

Dell - XPS 15 15.6" FHD+ Laptop - 12th Gen Intel Core i7 - 16GB Memory - NVIDIA GeForce RTX 3050 Ti - 512GB SSD - Silver

Your Order Summary.

Subtotal	\$1,799.99
Shipping	FREE
Sales Tax	\$162.50
Total	\$1,962.49

[View Order Details](#)

What you should know.

For Special Offers

Your Gift with Purchase Item.

You will receive your free gift when all promotional items are fulfilled.



San Luis Obispo Local Agency Formation Commission

COMMISSIONERS

Chairperson
ED WAAGE
City Member

Vice-Chair
DEBBIE ARNOLD
County Member

LYNN COMPTON
County Member

MARSHALL OCHYLSKI
Special District Member

ROBERT ENNS
Special District Member

STEVE GREGORY
City Member

HEATHER JENSEN
Public Member

ALTERNATES

DAWN ORTIZ-LEGG
County Member

ED EBY
Special District Member

CHARLES BOURBEAU
City Member

David Watson
Public Member

STAFF

ROB FITZROY
Executive Officer

IMELDA MARQUEZ
Analyst

Morgan Bing
Clerk Analyst

BRIAN A. PIERIK
Legal Counsel

TO: MEMBERS OF THE COMMISSION

FROM: ROB FITZROY, EXECUTIVE OFFICER

DATE: NOVEMBER 17, 2022

**SUBJECT: NOTICE OF PETITION OF APPLICATION FOR ANNEXATION
#30 DANA RESERVE SPECIFIC PLAN TO NIPOMO
COMMUNITY SERVICES DISTRICT – LAFCO FILE NO. 4-R-22**

RECOMMENDATION

It is respectfully recommended that the Commission receive and file this report.

SUMMARY

The San Luis Obispo Local Agency Formation Commission (LAFCO) received a landowner “petition of application” for annexation into Nipomo Community Services District (NCSD) for the “Dana Reserve Specific Plan” (DRSP) project. The application was received on October 13, 2022. The DRSP is a phased development plan and vesting tentative tract map to construct 1,289 residential units and up to 203,000 square feet (SF) of commercial space on a 288-acre parcel near Willow Road and Highway 101 in the community of Nipomo. Annexation into NCSD is proposed by the landowner to obtain water and wastewater service from the NCSD.

This report provides the Commission with a formal notice of receipt of the application not filed by the affected agency, as required by government code section 56857. Typically, an annexation application is received directly by the district or city wishing to annex an area into their jurisdiction. However, State law also allows annexation requests to be submitted by a landowner. When this occurs government code section 56857 requires that we inform the Commission at the first available meeting. The application request will then be forwarded to the affected agency (NCSD) who is granted 60 days to terminate the request by resolution if they do not wish to annex the area based on substantial evidence for financial or service related concerns. If they do not request termination, the application will continue to be processed by staff and the Commission will consider the item at a public hearing. Staff understands that the landowner has already been coordinating with NCSD on the annexation and that NCSD is actively

evaluating the request in context to their established policies, infrastructure and organizational capabilities. Nonetheless, this notice is still required in order to comply with state law.

It is important to note 60 day termination period is a window of time allowed by state law wherein an agency affected by an annexation has the opportunity to terminate a request based on substantial evidence known and readily available at that time. The intent is to discontinue an annexation proposal early in the process to reduce time and expense on an annexation that could or should be denied based on information already known. Not providing a response within 60 days does not indicate support for the project. It often is the case that agencies need more than 60 days to evaluate a request. Beyond 60 days an agency will not have the ability to unilaterally terminate the request, rather the decision for approval or denial of the annexation would reside with LAFCO once it has been fully processed.

Procedurally, NCS D will evaluate the request in context to their policies for annexation. Should NCS D wish to support the annexation, that information will be conveyed to LAFCO who will then ultimately decide whether to approve the annexation. LAFCO will consider annexation at a public hearing if the project has been approved by the County Board of Supervisors, including approval of the General Plan amendment(s), Specific Plan, Conditional Use Permit, EIR, Developer Agreement, and Vesting Tentative Tract Map, and NCS D has demonstrated an ability to support the annexation. For further information on the project and annexation process, please refer to LAFCO's July 21, 2022, Study Session items available on our website.

Staff has provided the first round of notices and requests for information to affected agencies and interested individuals consistent with Government Code section 56658 and 56857. An additional notice will be sent out to those affected agencies and interested parties after County Board of Supervisor consideration. Staff will update the Commission as necessary as these applications are processed. The Commission may provide staff with any questions or comments on this item.