



San Luis Obispo Local Agency Formation Commission

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Legal Counsel

TO: MEMBERS OF THE COMMISSION

FROM: MORGAN BING, CLERK ANALYST
VIA: ROB FITZROY, EXECUTIVE OFFICER

DATE: AUGUST 17, 2023

SUBJECT: LAFCO NO. 1-R-23 | SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION NO. 4 TO CSA 12 (WELDON)

RECOMMENDATION

Action 1: Motion by LAFCO, acting as the Responsible Agency pursuant to the California Environmental Quality Act (CEQA), finding that the Mitigated Negative Declaration (MND) adopted by the County of San Luis Obispo, was reviewed, considered, and determined to be adequate for purposes specified in Section 15096 of the CEQA Guidelines and for use in considering approval of the proposed annexation.

Action 2: Motion to waive protest proceedings pursuant to Government Code §56662(a).

Action 3: Motion to adopt resolution approving the proposed Sphere of Influence Amendment and Annexation to County Service Area 12, as contained in Attachment A 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 B) dated March 21, 2020, prior to CSA 12 providing water service to the property.
2. Prior to filing the Certificate of Completion with the Clerk Recorder and the State Board of Equalization, the applicant shall submit to LAFCO the final recorded parcel map as approved by the County of San Luis Obispo (County File SUB2015-00070) to confirm that the final map and legal description submitted for annexation purposes is consistent with the final recorded parcel map.

3. 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.

PROJECT OVERVIEW

Project: Sphere of Influence Amendment and Annexation of two designated building envelopes into County Service Area (CSA) 12 for water service for future development of two single-family residences.

Project Applicant: Landowner Petition of Application by Art Weldon

Certificate of Filing: July 20, 2023

Acreage and General Location: The 2.04 acre annexation area (comprised of two designated building envelopes of 1.49 and .55 acres) is located approximately 0.5 miles north of the community of Avila Beach and will remain in the unincorporated area of San Luis Obispo County as seen in Attachment C. CSA 12 is located southwest of the City of San Luis Obispo and west of Highway 101.

APNs: A portion of 076-114-052

Background & Summary: In August 1970, LAFCO approved Annexation No. 2 to CSA 12 (Graulich) which was for a portion of the 177-acre parcel (APN 076-241-016) West of Highway 101 along Ontario Road. The remaining portion of the parcel (APN 076-114-052) was not annexed into CSA 12 at that time. In December 2020, the landowner received approval from the County of San Luis Obispo for Parcel Map SUB2015-00070 to subdivide the 177-acre parcel into two parcels of 80.67 (Parcel 1) and 96.53 acres (Parcel 2). The project also includes three designated "building envelopes"; one of which (Building Envelope 2) is already within CSA 12.

Originally, the applicant proposed to annex the entirety of the remaining portion of the property. However, in order to rely upon the Mitigated Negative Declaration (MND) as a Responsible

Agency under the California Environmental Quality Act (CEQA) and avoid additional environmental review, as well as to ensure consistency with LAFCO policies and annexation regulations, LAFCO staff recommended the applicant apply only for annexation of the areas in which services are needed. More specifically, the MND analyzed environmental impacts associated with development on the building envelopes exclusively. The MND assumed no development outside of the boundaries of the building envelopes would occur. As such, the annexation must be limited to the area in which development may occur if we are to rely upon the MND, as it is not possible to provide urban services to any other location on the property without resulting in inconsistencies with the MND. Additionally, LAFCO policies and State regulations require that annexations be limited to the area in which urban services are needed. Because the only possible area in which urban services would be needed would be limited to the building envelopes, the annexation area is only to include those building envelopes. This is also consistent with past actions of LAFCO. As such, the landowner has therefore applied for sphere of influence amendment and annexation of the building envelopes, which are approximately 1.49 acres and 0.55 acres each, into CSA 12 to meet water needs associated with the proposed development of two single-family residences.

CSA 12 is a single-purpose agency that provides water service to a large eastern section of Avila Beach and two smaller areas to the north and west of the community. The County of San Luis Obispo Public Works Department issued a letter on March 21, 2020, which stated its conditional intent to provide water service to the Weldon parcels.

Timeline of Events: On March 21, 2020, the County Public Works Department issued a Conditional Intent to Serve Letter for APN 076-114-052 and APN 076-241-016.

On December 7, 2020, the applicant received project approval for Parcel Map SUB2015-00070 from the San Luis Obispo County Subdivision Review Board.

On December 15, 2020, the applicant received a Notice of Final County Action (Attachment D) from the County Planning and Building Department for Parcel Map SUB2015-00070.

On February 21, 2023, the landowner applied to LAFCO through a petition of application for Sphere of Influence amendment and annexation of 2.04 acres into CSA 12.

On March 21, 2023, within the 30-day response requirement period, staff provided the applicant with a 30-day review letter (Attachment E), placing the project on hold until the items detailed in the letter be addressed/submitted to continue processing the application.

On April 4, 2023, the applicant provided their initial response to the information requested by LAFCO, but some information requests were still pending.

On June 9, 2023, the County Public Works Department issued a Plan for Services to provide Water to the proposed annexation area. (Attachment F).

On July 11, 2023, the County Board of Supervisors commenced and approved a \$0 exchange of property tax revenue to be transferred between the County and CSA 12.

On July 20, 2023, 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 July 27, 2023, 21 days in advance of today's hearing. Notice has been sent to the applicants, the County, applicable agencies, and other interested parties.

ACTION 1 | ENVIRONMENTAL DETERMINATION

The County, acting as Lead Agency, has prepared a Mitigated Negative Declaration referred to as Weldon Parcel Map; ED20-179 SUB2015-00070 (Attachment G). Per the requirements of CEQA, a Responsible Agency relies on the Lead Agency's environmental documentation to approve the portion of the project under its jurisdiction. LAFCO, acting as Responsible Agency, will rely upon the MND for compliance with CEQA with respect to the annexation component of the project as per CEQA Section 15096. Staff have determined that the MND is adequate for the proposed annexation action before LAFCO.

The MND includes discussion of the impacts associated with the development in the annexation areas, i.e. the building envelopes. In summary, mitigation measures are proposed to reduce potentially significant impacts to a less than significant level as related to aesthetics, biological resources, and geology and soils. The applicant has agreed to incorporate the measures outlined in Attachment D, into the project. These measures become a part of the project description and therefore become a part of the record of action upon which the environmental determination is based.

ACTION 2 | WAIVE PROTEST PROCEEDINGS

Government Code §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 3 | SPHERE OF INFLUENCE AMENDMENT & ANNEXATION

Sphere of Influence Analysis

Municipal Service Review (MSR): The Cortese-Knox-Hertzberg (CKH) Act requires that a current MSR be used to analyze a Sphere of Influence Amendment. The MSR is a study of the District's service capabilities and addresses seven factors described in Section 56430 of the CKH Act. LAFCO last adopted a SOI and MSR for CSA 12 in August 2017. In addition to relying on the CSA's latest MSR adopted in August 2017, an updated brief analysis of the seven factors listed in 56430 (a) was provided in Attachment H.

Sphere of Influence Amendment: Prior to the annexation, the SOI must be amended to include the subject territory. The SOI is a plan for the probable physical boundaries of a local agency as determined by LAFCO per Government Code §56076. This action should be considered before moving forward with annexation.

An SOI is defined by Government Code §56425 as "...a plan for the probable physical boundary and future service area of a local agency or municipality...". An SOI is generally considered as a 20-year, long-range planning tool, and a mandatory step in the process before annexation. Approval of a SOI amendment does not mean the subject area will be in the City or Special District's jurisdiction. The entity must complete the land use planning process, including CEQA prior to an annexation being considered by LAFCO, which in this circumstance has already been completed.

Sphere of Influence Factors. To amend a local agency's Sphere of Influence, the CKH act requires the following five specific determinations to be considered by LAFCO per Government Code §56425 (e). The determinations factors and responses are provided below:

- 1. The present and planned land uses in the area, including agricultural and open-space lands.** The property is within the County's Rural Lands land use category, and the property is bordered to the west, north, and south by primarily undeveloped rural lands and by US 101 to the east. The zoning will remain unchanged. There are no agricultural or open-space lands within the building envelopes.
- 2. The present and probable need for public facilities and services in the area.** As stated in the attached Plan for Services (Attachment F), the applicant is requesting amendment of the SOI and annexation into CSA 12 to receive water service from the CSA. The project includes two designated building envelopes for future development of single-family residences.

3. **The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.** As stated in the attached Plan for Services (Attachment F) CSA 12 is willing and able to provide the requested water service, subject to terms and conditions of any and all annexation agreements, Engineering Reimbursement Agreement dated November 1, 2016, and the Conditional Intent to Provide Water letter dated February 8, 2023. The owner of the property has a contractual entitlement to receive six acre feet of water per year from CSA 12, which is sufficient to allow for build out of single-family residences on the proposed parcels as specified in the plans for the subdivision. The parcels have the necessary County infrastructure and allocated water to provide the necessary service for the project as presented.
4. **The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.** The proposed SOI does not have communities of interest as the area is uninhabited and is currently outside of the CSA's jurisdiction. Additionally, there are no nearby areas of social or economic communities of interest or areas in the CSA that meet the Disadvantaged Unincorporated Communities definition.
5. **For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs pursuant to subdivision (g) on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.** A disadvantaged community is defined as a community with an annual median household income (MHI) that is less than 80 percent of the statewide annual MHI of \$84,097^a. CSA 12 is within the Avila Beach Census Designated Place which had an estimated MHI of \$113,704^b. Therefore, the existing SOI and proposed SOI amendment for CSA 12 does not have any disadvantaged communities that have a present and probable need for public facilities and services nor do the areas contiguous to the SOI qualify as a disadvantaged community.

Local Sphere of Influence Policies. CKH requires that each commission establish written policies and procedures. The act also states that LAFCOs are to exercise their powers consistent with those policies and procedures. The San Luis Obispo LAFCO's policies encourage and provide for well-ordered, efficient urban development patterns, balanced with preserving open space and agriculture land while discouraging urban sprawl. The Sphere of Influence Update for CSA 12 is consistent with those policies and the purposes of LAFCO.

Sphere of Influence Amendment Analysis and Conclusions. The SOI amendment for CSA 12 is recommended to include the proposed annexation area. This is based on the information, application, studies, and documents provided and approved by the County, CSA 12, and contained or referenced by in this Staff Report. CSA 12 has considered the impacts of this SOI

^a US Census, California Median Household Income 2017-2021

^b 2021 American Community Survey 5-Year Estimates

amendment and annexation on its service capacities and determined that they are willing and able to provide the requested services.

Annexation Analysis

LAFCO Factors Government Code §56668: Government Code §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 and highlighted in bold in the table below. All other remaining factors are addressed in detail in Attachment I 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
• Comments from landowner, voters or residents	• Existing information about existing land use	• Environmental Justice
		• Local Hazard Mitigation & Fire Hazard Severity

Ability to provide Water Service / Plan for Service: CSA 12 is willing and able to provide the requested water service to the property within the annexation area, subject to the terms and conditions of any and all annexation agreements, the Engineering Reimbursement Agreement dated November 1, 2016, in interest, and the Conditional Intent to Provide Water letter dated February 8, 2023. This is also documented in the County Department of Public Works’ Plan for Services document included as Attachment F.

The cost of all services for the subject annexation will be paid by the applicant in accordance with CSA 12’s existing fee structure and per the terms and conditions of the above referenced Engineering Reimbursement Agreement dated November 1, 2016. All costs associated with the design, inspection, plan check, and review and construction inspection by CSA 12 staff will be paid by the applicant. Any and all costs associated with provision of water services by CSA 12 after completion and connection of the subject properties to the CSA 12 water 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 water service.

Need for Services: CSA 12 is a dependent special district and single-purpose agency authorized to provide water service to a large eastern section of Avila Beach and two smaller areas to the north and west of the community. In order for the applicant to proceed with applying for grading

or construction permits, the applicant would need to comply with the County's Notice of Final action conditions of approval. Condition 14 states the need for the applicant to meet the conditions of the Conditional Intent to Provide Water Service letter from CSA 12 dated March 21, 2020, or the applicable equivalent conditions of any later or revised Conditional Intent to Provide Water Service letters. The new Conditional Intent to Provide Water Service letter, dated February 8, 2023, requires the applicant to request and gain approval for annexation of the project site into CSA 12 from LAFCO.

Initially, the applicant proposed to annex the entirety of the remaining portion of the parcel (~165.65 acres), however, in order to stay consistent with LAFCO Policy 2.4.1 and 2.4.2, which require a demonstrated need for the required services and a logical and reasonable expansion of the district, the applicant revised the application to only include annexation of the areas in which services are needed. The need for services is limited to and can only occur within the building envelopes. The landowner has therefore applied for sphere of influence amendment and annexation of only the building envelopes, which are approximately 1.49 acres and 0.55 acres, into CSA 12 to meet water needs associated with the proposed development of two single-family residences. The proposed annexation is consistent with the requirements of Section 56668(b) of state law, and LAFCO policies.

Agricultural Lands: The annexation area does not include land within the Agriculture land use designation or land subject to a Williamson Act contract. There are soils elsewhere on the site classified as Prime Farmland, however development in the proposed annexation area (the two building envelopes) will not result in impacts to soils designated as Prime Farmland. Therefore, the project would not result in a conflict with existing zoning for agricultural use or a Williamson Act contract and no impacts would occur.

Availability of Water Supply: Zone 3, which manages the Lopez Water Project, provides surface water supplies to the Cities of Arroyo Grande, Pismo Beach, and Grover Beach; Oceano CSD, and CSA 12. CSA 12 is a single-purpose agency authorized to provide water service only, and subcontracts Zone 3 water to Avila Beach CSD, Port San Luis Harbor District, Avila Valley Mutual Water Company, and residential property owners located in the Avila Beach Region. CSA 12 and the San Luis Obispo County Flood Control and Water Conservation District entered into a water supply contract, dated November 21, 1966, which gives CSA 12 an entitlement to 337 acre-feet of water annually from the Lopez Reservoir. Currently, all water in the Zone 3 system and subsequently in CSA 12 is spoken for. The owner of the property has a contractual entitlement (Attachment F) to receive 6 AFY or 1.78 percent of CSA 12's annual entitlement of water.

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, the Sphere of Influence amendment and annexation of the Weldon annexation area into CSA 12 will become effective upon filing of 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:

Motion by LAFCO, acting as the Responsible Agency pursuant to the California Environmental Quality Act (CEQA), finding that the Mitigated Negative Declaration (MND) adopted by the County of San Luis Obispo, was reviewed, considered, and determined to be adequate for purposes specified in Section 15096 of the CEQA Guidelines and for use in considering approval of the proposed annexation.

Action 2:

Motion to waive protest proceedings pursuant to Government Code §56662(a).

Action 3:

Motion to adopt resolution approving the proposed Sphere of Influence Amendment and Annexation to County Service Area 12, as contained in Attachment A 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 B) dated March 21, 2020, prior to CSA 12 providing water service to the property.
2. Prior to filing the Certificate of Completion with the Clerk Recorder and the State Board of Equalization, the applicant shall submit to LAFCO the final recorded parcel map as approved by the County of San Luis Obispo (County File SUB2015-00070) to confirm that the final map and legal description submitted for annexation purposes is consistent with the final recorded parcel map.
3. 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: Draft LAFCO Resolution No. 2023-_____

Exhibit A: Annexation Map

Exhibit B: Legal Description

Attachment B: County of San Luis Obispo Public Works Conditional Intent to Serve Letter

Attachment C: Vicinity Map

Attachment D: Notice of Final County Action, Parcel Map SUB2015-00070

Attachment E: LAFCO 30-Day Review Letter

Attachment F: Plan for Services from CSA 12 for the Weldon Annexation (APN 076-114-052)

Attachment G: Negative Declaration and Notice of Determination for Weldon Parcel Map
ED20-179 SUB2015-00070 (Available Online)

Attachment H: LAFCO Proposal Review of Factors – Government Code §56430

Attachment I: LAFCO Proposal Review of Factors – Government Code §56668

Attachment J: Public Comment

Attachment A

Draft LAFCO Resolution

No. 2023-____

Exhibit A: Annexation Map

Exhibit B: Legal Description

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

Thursday, August 17, 2023

RESOLUTION NO. 2023-XX

**RESOLUTION APPROVING SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION NO. 4 TO
COUNTY SERVICE AREA 12 (WELDON)**

The following resolution is now offered and read:

WHEREAS, proposal proceedings were initiated by the landowner through a petition of application to amend the sphere of influence and annex 2.04 acres (a portion of APN: 076-114-052) to the County Service Area (CSA) No. 12; and

WHEREAS, the application was submitted to the San Luis Obispo Local Agency Formation Commission and the application for said proposed sphere of influence amendment and annexation was accepted for filing by the Executive Officer on July 20, 2023; 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 August 17, 2023, and the public hearing was duly conducted and determined and a decision was made on August 17, 2023; 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 sphere of influence amendment and annexation are as follows:

- 1) It will enable the applicant to receive water service from CSA 12 to meet water needs

associated with the parcel map approved by the County of San Luis Obispo (SUB2015-00070).

WHEREAS, acting as “Responsible Agency” the Commission determined that the environmental review documentation adopted by the “Lead Agency”, County of San Luis Obispo, for project/entitlement name Weldon Parcel Map; SUB2015-00070, meets the requirements of the California Environmental Quality Act (CEQA) for purposes specified under Section 15096; and

WHEREAS, the Commission has considered all sphere of influence factors required to be considered by Government Code Sections 56430 and 56425 (e) and adopts as its written statements of determinations therein, the determinations set in the Executive Officer’s Staff report dated August 17, 2023, said determinations being incorporated by reference herein as though set forth in full; and

WHEREAS, the Commission has considered all annexation 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 August 17, 2023, 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 amend the sphere of influence and annex territory to County Service Area 12 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), LAFCO waives protest proceedings and order the annexation subject to requirements of Cortese, Knox, Hertzberg Act.
6. That Sphere of Influence Amendment and Annexation No. 4 to County Service Area 12 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 B) dated March 21, 2020, prior to CSA 12 providing water service to the property.
 2. Prior to filing the Certificate of Completion with the Clerk Recorder and the State Board of Equalization, the applicant shall submit to LAFCO the final recorded parcel map as approved by the County of San Luis Obispo (County File SUB2015-00070) to confirm that the final map and legal description submitted for annexation purposes is consistent with the final recorded parcel map.
 3. 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:

ABSENT:

ABSTAIN:

NOTE:

The foregoing resolution is hereby adopted.

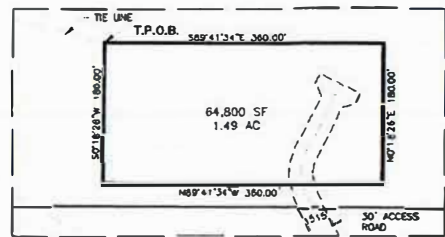
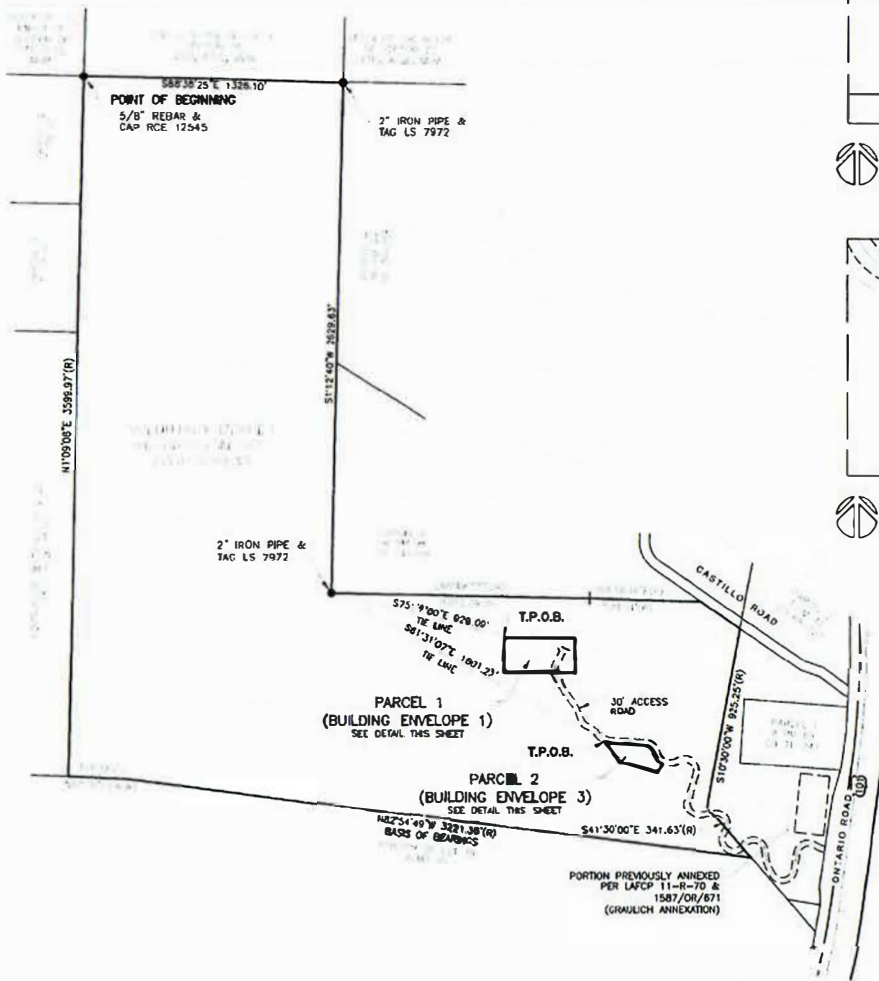
Debbie Arnold, Chair Date
Local Agency Formation Commission

ATTEST:

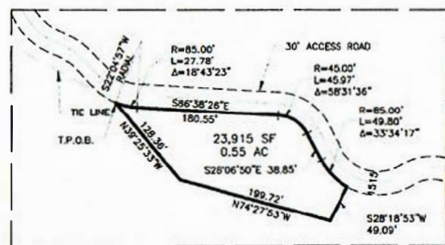
Rob Fitzroy Date
LAFCO Executive Officer

APPROVED AS TO FORM AND LEGAL EFFECT:

Brian Pierik Date
LAFCO Legal Counsel



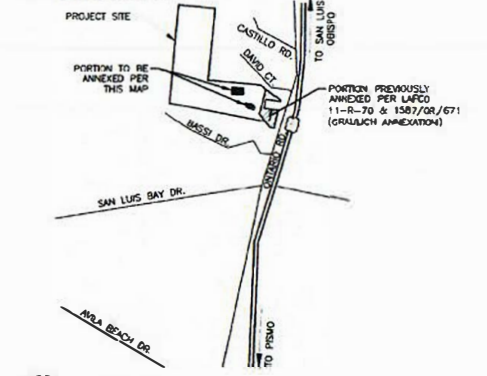
PARCEL 1 (BUILDING ENVELOPE 1)
 SCALE: 1"=100'



PARCEL 2 (BUILDING ENVELOPE 3)
 SCALE: 1"=100'

PROJECT DESCRIPTION

PARCEL 1 (8 PM 86) & A PORTION OF PARCEL 2 (8 PM 86) APN 076-241-016 ANNEXED INTO C.S.A. 12 ON 10/08/70 PER LAFCP 11-R-70 & 1587/OR/671 (GRAULICH ANNEXATION). THIS MAP INCLUDES THE ANNEXATION OF BUILDING ENVELOPES 1 & 3 AS SHOWN ON PARCEL MAP CO 71-247, RECORDED IN PARCEL MAPS BOOK B, PAGE 89 TOGETHER WITH A PORTION OF LOT 39 OF THE RANCHO SAN MIGUELITO, RECORDED IN TRACT MAPS BOOK A, PAGE 35 IN THE COUNTY RECORDERS OFFICE IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.



VICINITY MAP
 SCALE: NTS

LEGEND

- FOUND 2" IRON PIPE WITH TAG 73 7972" PER R1, UNLESS OTHERWISE NOTED
- T.P.O.B. TRUE POINT OF BEGINNING

REFERENCES

- R 100 RS 61 6700 (2008)



BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS ALONG THE SOUTHERLY LINE OF 100 RS 61 AND HAS A BEARING OF SOUTH 87°54'49" EAST.



**COMMUNITY SERVICE AREA
 NO.12 (C.S.A.12)
 ANNEXATION**

BEING A PORTION THE PARCEL DESCRIBED IN THAT CERTAIN VOLUNTARY MERGER RECORDED AS DOCUMENT 2001-03668B, BEING PARCEL 2 OF PARCEL MAP CO 71-247, RECORDED IN PARCEL MAPS BOOK B, PAGE 89 TOGETHER WITH A PORTION OF LOT 39 OF THE RANCHO SAN MIGUELITO, RECORDED IN TRACT MAPS BOOK A, PAGE 35 IN THE COUNTY RECORDERS OFFICE IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

GTA GARING TAYLOR & ASSOCIATES, INC.
 CIVIL ENGINEERS SURVEYORS PLANNERS
 141 SOUTH ELM STREET · ARROYO GRANDE, CA 93420 · (805) 489-1321
 MAY 2023 JOB NO. 15-524 SHEET 1 OF 1

EXHIBIT "A"
Legal Description
COUNTY SERVICE AREA NO. 12 (C.S.A.-12) ANNEXATION

Parcel 1:

All that portion of the Parcel described in that certain Voluntary Merger recorded May 24, 2001 as Document 2001-036688 of Official Records on file in the County Recorder's Office in the County of San Luis Obispo, State of California being Parcel 2 of Parcel Map CO 71-247, in the County of San Luis Obispo, State of California, according to the map filed June 22, 1972 in Book 8 at Page 89 of Parcel Maps in the County Recorder's Office of said county, together with a Portion of Lot 39 of The Rancho San Miguelito, Recorded in Book A of Maps Page 38 in said County Recorder's Office and shown on the Record of Survey recorded in Book 100 at Page 61 of Records of Surveys on file in said recorder's office, more particularly described as follows:

Beginning at the northwesterly corner of said Parcel 2, evidenced by a 5/8" rebar and cap "RCE 12545" as shown on the map recorded in Book 41 at Page 68 of Records of Survey, on file in said recorder's office;

thence along the northerly Boundary of said Parcel 2, South 88° 38' 25" East, 1326.10 feet to the northeast corner of said Parcel 2, marked with a 2" iron pipe with tag stamped "LS 7972" as shown on said Record of Survey recorded in Book 100 at Page 61;

thence along the easterly Boundary of said Parcel 2, South 01° 12' 40" West, 2629.63 feet to an angle point marked with a 2" iron pipe with tag stamped "LS 7972" as shown on said Record of Survey recorded in Book 100 at Page 61;

thence leaving the boundary of said Parcel 2, South 75° 47' 00" East, 929.09 feet to the True Point Of Beginning;

thence South 00° 18' 26" West, 180.00 feet;

thence South 89° 41' 34" East, 360.00 feet;

thence North 00° 18' 26" East, 180.00 feet;

thence North 89° 41' 34" West, 360.00 feet to the True Point Of Beginning.

The above-described parcel contains 1.49 Acres, more or less and is Building Envelope 1 shown on Parcel Map CO 16-0156.

Parcel 2:

All that portion of the Parcel described in that certain Voluntary Merger recorded May 24, 2001 as Document 2001-036688 of Official Records on file in the County Recorder's Office in the County of San Luis Obispo, State of California being Parcel 2 of Parcel Map CO 71-247, in the County of San Luis Obispo, State of California, according to the map filed June 22, 1972 in Book 8 at Page 89 of Parcel Maps in the County Recorder's Office of said county, together with a Portion of Lot 39 of The Rancho San Miguelito, Recorded in Book A of Maps Page 38 in said County Recorder's Office and shown on the Record of

Survey recorded in Book 100 at Page 61 of Records of Surveys on file in said recorder's office, more particularly described as follows:

Beginning at the northwesterly corner of said Parcel 2, evidenced by a 5/8" rebar and cap "RCE 12545" as shown on the map recorded in Book 41 at Page 68 of Records of Survey, on file in said recorder's office;

thence along the northerly Boundary of said Parcel 2, South 88° 38' 25" East, 1326.10 feet to the northeast corner of said Parcel 2, marked with a 2" iron pipe with tag stamped "LS 7972" as shown on said Record of Survey recorded in Book 100 at Page 61;

thence along the easterly Boundary of said Parcel 2, South 01° 12' 40" West, 2629.63 feet to an angle point marked with a 2" iron pipe with tag stamped "LS 7972" as shown on said Record of Survey recorded in Book 100 at Page 61;

thence leaving the boundary of said Parcel 2, South 61° 31' 07" East 1601.23 feet to the True Point Of Beginning being a point on an 85.00 foot radius curve concave northerly, a radial to said point bears South 22° 04' 57" West;

thence easterly along the arc of said curve through a central angle of 18°43'23" an arc distance of 27.78;

thence South 86° 38' 26" East 180.55 feet to the beginning of a 45.00 foot radius curve to the right;

thence Easterly along the arc of said curve through a central angle of 58°31'36" an arc distance of 45.97 feet;

thence South 28° 06' 50" East 38.85 feet to the beginning of an 85.00 foot radius curve to the left;

thence Easterly along the arc of said curve through a central angle of 33°34'17" an arc distance of 49.80 feet;

thence South 28° 18' 53" West 49.09 feet';

thence North 74° 27' 53" West 199.72 feet;

thence North 39° 25' 33" West 128.36 feet to the True Point Of Beginning.

The above-described parcel contains 0.55 Acres, more or less and is Building Envelope 3 shown on Parcel Map CO 16-0156.

William Rebik LS 7035

7/10/23



APPROVED COUNTY SURVEYOR

By:

Date: 7-20-2023

San Luis Obispo County Dept. of Public Works

Attachment B

County of San Luis
Obispo Public Works
Conditional Intent to
Serve Letter



COUNTY OF SAN LUIS OBISPO

Department of Public Works

John Diodati, Interim Director

March 21, 2020

Art Weldon
PO Box 369
Arroyo Grande, CA 93421

Subject: County Service Area No. 12; Conditional Intent to Provide Water Service to Assessor Parcel Number (APN) 076-114-052 (Legal Description: PM 8-89 PTN PAR 2 & RHO SAN MIG PTN LT 39) and APN 076-241-016 (Legal Description RHO SAN MIG PM 8/89 PTN PAR 2) for a Proposed Subdivision

Dear Mr. Weldon:

The original Conditional Intent to Provide a Water Service Letter dated January 27, 2017, expired on December 31, 2019. Accordingly, it is now necessary to issue this new Conditional Intent to Serve letter to support the subdivision identified by APN 076-114-052 and 076-241-016 (PM 8-89 PTN PAR 2 & RHO SAN MIG PTN LT 39 and RHO SAN MIG PM 8/89 PTN PAR 2) to extend the existing water service assigned to APN 076-241-016 to the larger overall parcel described above. County Service Area 12 (CSA 12) is ready and willing to provide water service to the above described project site 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 previously issued Engineering Reimbursement Agreement (ERA) dated November 1, 2015, for this project.
2. The Applicant shall formally request, from the County of San Luis Obispo Board of Supervisors, and gain approval from the Local Agency Formation Commission, annexation of the entire project site into CSA 12.
3. If annexation to CSA 12 is authorized by the Board of Supervisors and approved by the Local Agency Formation Commission, the Applicant shall formally request, from the San Luis Obispo County Flood Control and Water Conservation District Board of Supervisors, either: 1) a modification to the boundaries of Flood Control Zone 3 to include the project site, or alternately 2) consent to serve water outside the boundaries of Zone 3.

4. The Applicant has a contractual allocation of 6 acre-feet per year of CSA 12 water as specified in a Water Delivery Contract with CSA 12 dated November 1, 2016.
5. The Applicant is aware that the Water Delivery Contract is for a specific, annual, amount of water. Delivery of such water may be subject to curtailment due to system maintenance needs, shortages, or regulatory actions as described in the August 2000 *Contract Between the San Luis Obispo County Flood Control and Water Conservation District and San Luis Obispo County Service Area #12 for a Water Supply*.
6. Per the terms of the ERA, the Applicant shall be responsible for designing, constructing, and installing water line service lateral(s) necessary to provide water service (including all necessary system improvements) to the proposed project. Said water service laterals shall include, at a minimum, service lines for domestic water use and service lines for fire protection which shall include double detector check backflow preventer assemblies and all necessary related appurtenances as determined by the Department of Public Works Utilities Division Manager (UDM). The number of necessary domestic and fire protection lines shall be as determined by Applicant's Fire Sprinkler Contractor and as approved by the UDM at such time as the Applicant submits plans and specifications for the Project.
7. The Applicant shall employ a Registered Civil Engineer (RCE) to design the water service lines and associated appurtenances, and provide inspection during the course of construction to certify to the County Department of Public Works that the improvements were installed in accordance with the improvement plans, and to submit as-built plans to the Department. If the Engineer of Work is other than the designing engineer, or is replaced during the course of construction, the UDM shall be notified in writing; and each such Engineer of Work shall certify as to their respective involvement. The UDM, 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).
8. The proposed project will require connection to the existing CSA 12 water system. Construction of the water services connections for the proposed project will be at the Applicant's responsibility and expense. Construction of all facilities shall be in accordance with the San Luis Obispo County Public Improvement Standards and Specifications. 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 Department, as described in the attached "General Conditions for Additions to CSA 12 Facilities".
10. The Applicant shall comply with all other conditions described in a previously issued Engineering Reimbursement Agreement and/or as detailed in the attached "General Conditions for Additions to CSA 12 Facilities".
11. Prior to issuance of a final water Will Serve Letter, and prior to provision of water service to the project described above, Applicant shall: 1) pay to CSA 12 all remaining applicable CSA 12 connection fees, meter charges, other new service related fees and/or related expenses established by ordinance and/or as described in the attached ERA; and 2) shall comply with any and all conditions of approval established by the County Department of Planning and Building as well as any and all conditions of approval established by the County Planning Commission.

The above CSA 12 conditions shall be effective until December 31, 2022, or until an unforeseen event occurs, 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

Attachment: General Conditions for Additions to CSA 12 Facilities

File: CF 320.490.01

c: Mark Chiamonte, Utilities Division Manager
Jill Ogren, Utilities Senior Engineer
David Grim, Development Services Division
Kate Shea, County Planning and Building Department
Young Choi, County Planning and Building Department
County Environmental Health Department
Art Weldon, art.weldon@att.net

L:\Utilities\2020\February\Weldon Revised Conditional Intent To Serve ltr.docx.LH.mt

County of San Luis Obispo Department of Public Works

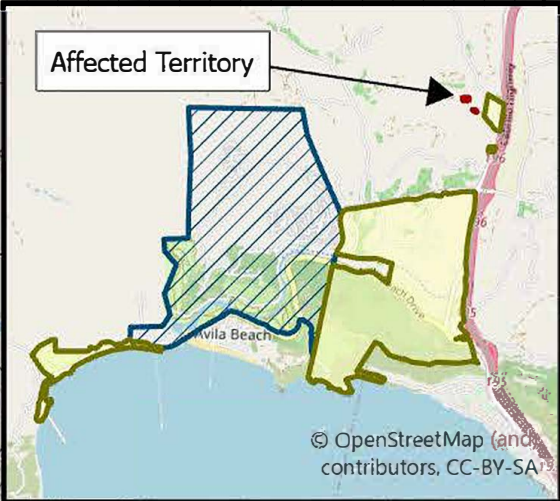
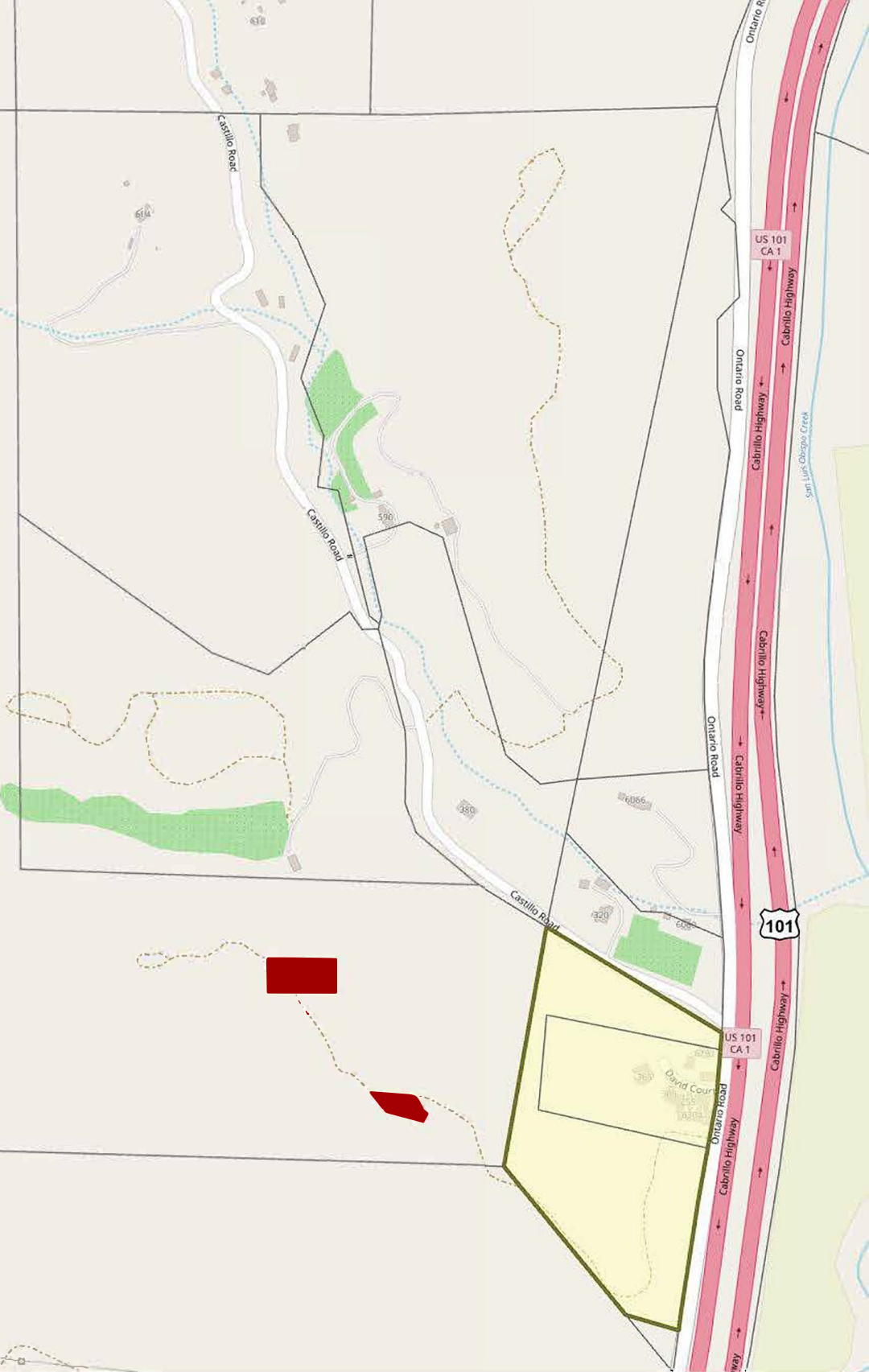
County Govt Center, Room 206 | San Luis Obispo, CA 93408 | (P) 805-781-5252 | (F) 805-781-1229
pwd@co.slo.ca.us | slocounty.ca.gov

Attachment C




Vicinity Map



076-114-052

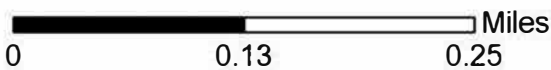


LAFCO File No. 1-R-23 | SOI & Anx #4 to CSA 12

-  Sphere of Influence
-  Service Area
-  Affected Territory



APN in Affected Territory: Acres: 2.04
a portion of 076-114-052



Prepared By SLOLAFCO
Name: 1-R-23_2
Date: 7/25/2023

Attachment D

Notice of Final
County Action,
Parcel Map
SUB2015-00070



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
TREVOR KEITH, *DIRECTOR*

December 15, 2020

JEFFREY EMRICK
1415 S ELM ST
ARROYO GRANDE, CA 93420

SUBJECT: Notice of Final County Action, Parcel Map SUB2015-00070

Dear Sir/Madam,

On **December 7, 2020**, the above-referenced application was approved by the **Subdivision Review Board** 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 on the proper Department of Planning and Building appeal form, as provided on the County website, to the Clerk of the Board of Supervisors with a copy filed with the Department of Planning and Building. The original appeal form filed with the Clerk of the Board of Supervisors 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 the copy of the appeal form filed with the Department of Planning and Building for your appeal to be accepted for processing.

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

Sincerely,

Daniela Chavez

Daniela Chavez, Secretary
County of San Luis Obispo
Department of Planning & Building

CC: ART WELDON
PO BOX 369
ARROYO GRANDE, CA 93421

**EXHIBIT A - FINDINGS
WELDON (SUB2015-00070)**

Environmental Determination

- A. Also to be considered at the hearing will be adoption of the Mitigated Negative Declaration prepared for the item. The Environmental Coordinator, after completion of the initial study, finds that there is no substantial evidence that the project may have a significant effect on the environment, and the preparation of an Environmental Impact Report is not necessary. Therefore, a Mitigated Negative Declaration (pursuant to Public Resources Code Section 21000 et seq., and CA Code of Regulations Section 15000 et seq.) has been issued on October 1, 2020 for this project. Mitigation measures are proposed to address Aesthetics, Biological Resources, and Geology and Soils are included as conditions of approval.

Tentative Map

- B. The proposed map is consistent with applicable county general and specific plans because it complies with applicable area plan standards and is being subdivided in a consistent manner with the Rural Lands land use category.
- C. The proposed map is consistent with the county zoning and subdivision ordinances because the parcels meet the minimum parcel size set by the Land Use Ordinance and the design standards of the Real Property Division Ordinance.
- D. The design and improvement of the proposed subdivision are consistent with the applicable county general and specific plans because required improvements will be completed consistent with county ordinance and conditions of approval and the design of the parcels meets applicable policies of the general plan and ordinances.
- E. The site is physically suitable for the type of development proposed because the proposed parcels contain adequate area for development of three single-family residences.
- F. The site is physically suitable for the proposed density of the development proposed because the site can adequately support a single-family residence and its allowable accessory uses within the Residential Rural land use category.
- G. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the project site is not in close proximity to significant fish or wildlife habitats. The resulting parcels will use the land efficiently, will not hinder the use of the subject or adjacent parcels, and will maintain the character and parcel configuration pattern of the surrounding area.
- H. The design of the subdivision or the type of improvement will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.
- I. The proposed map complies with Section 66474.6 of the State Subdivision Map Act, as to methods of handling and discharge of waste.

Road Improvements

- J. In the interest of the public health and safety, and as a necessary pre-requisite to the orderly development of the surrounding area, the construction of any road improvements shall occur prior to recordation of the parcel map or, if bonded for, within the time frame approved in the Subdivision Agreement and prior to issuance of a permit or other grant of approval for development on a parcel.

Adjustments

- K. That there special circumstances or conditions affecting the subdivision because the existing parcel has a unique shape with a large, vertically oriented portion making up nearly half of its land area. Additionally, the parcel is dominated by steep slopes and oak woodland. These characteristics make an adjustment to the length to width ratio design standard necessary for the proposed project.
- L. That the granting of the adjustment will not have a material adverse effect upon the health or safety of persons residing or working in the neighborhood of the subdivision because the length and width of the proposed would allow for safe access and would not create conditions which would have an adverse effect on the health of persons within the neighborhood.
- M. That the granting of the adjustment will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood of the subdivision because the adjustment to the length to width ratio design standard will not result in parcels which do not allow for proper access.

**EXHIBIT B - CONDITIONS OF APPROVAL
WELDON (SUB2015-00070)**

Approved Project

1. A Vesting Tentative Parcel Map (CO16-0156) to subdivide one, 177-acre parcel into two parcels of 80.67 and 96.35 (gross) acres. The proposed project also includes widening and paving of approximately 2430 linear feet of portions of a currently unpaved pathway into a driveway and the installation of new utility lines, water tank, and associated fixtures. The project includes three designated "building envelopes" of approximately 64,800 square feet on Parcel 1, and 15,500 and 45,000 square feet on Parcel 2. The project would result in the disturbance of approximately 2.5 acres of site disturbance. The parcel is within the Rural Lands land use category and is located at 6226 Ontario Road, approximately 0.5 miles north of community of Avila Beach, in the San Luis Bay Inland Sub Area of the San Luis Obispo Planning Area.
2. All timeframes on approved tentative maps for filing of final parcel or tract maps are measured from the date the Review Authority approves the tentative map, not from the date a time extension request may be acted on.
3. This approval is valid for 24 months from the date of approval by the Review Authority. Up to six (6) one-year time extensions can be granted. These one-year extensions must be requested, one year at a time, prior to the expiration date of the map. Per the State Subdivision Map Act, Government Code section 66463.5, if a map expires, no further action can be taken by the County unless a new map is applied for and approved. It is the applicant's responsibility to track expiration dates.

Access and Improvements

4. Road and/or streets are to be constructed to the following standards, unless already constructed and acceptable or design exceptions are approved by the Public Works Department in accordance with Section 1.2 of the Public Improvement Standards:
 1. A private access road serving Parcels 1 and 2 shall be constructed to Cal Fire Standards within a minimum 25-foot private access, utility, and drainage easement with additional easement width as necessary to contain all elements of the roadway prism. The access road shall terminate in a Cal Fire standard cul-de-sac or other approved terminus.
 2. All driveway approaches along Ontario Road shall be constructed in accordance with County Public Improvement Standard B-1e drawing for high speed and/or high volume rural roadways.
 3. The intersection of Ontario Road and the site access driveway shall be designed and constructed to provide standard left-turn channelization in accordance with Caltrans California Highway Design Manual, Chapter 400, and within necessary dedicated right-of-way easements.
5. The applicant shall enter into an agreement and post a deposit with the county for the cost of checking the map, the improvement plans if any, and the cost of inspection of any such improvements by the county or its designated representative.

6. The applicant shall provide the county with an Engineer of Work Agreement retaining a registered civil engineer to furnish construction phase services, Record Drawings and to certify the final product to the Department of Public Works. The civil engineer, upon completion of the improvements, shall certify to the Department of Public Works that the improvements are made in accordance with all conditions of approval, including any related land use permit conditions and the approved improvement plans.
7. All public improvements shall be completed **prior to occupancy of any new structure.**

Offers, Easements and Restrictions

8. The applicant shall offer for dedication to the public the following easements by certificate on the map or by separate document:
 - a. For future road improvement 60-foot wide road right-of-way along Ontario Road to be described as 60-feet from the State (Caltrans) right-of-way for southbound US 101, with additional width as necessary to contain all elements of the roadway prism.
 - b. A public utility easement along Ontario to be described as 10-feet beyond the right-of-way, plus those additional easements as required by the utility company, **shall be shown on the final map.**
9. The applicant shall reserve the following private easements by certificate on the map or by separate document:
 - a. A minimum 25-foot shared private access, utility, and drainage easement in favor of Parcel 1 with additional width as necessary to include all elements of the roadway prism and the cul-de-sac or other Cal Fire approved road terminus.
 - b. A shared private drainage easement in favor of Parcel 1 with a minimum area as shown on County Public Works D-1 series standard drawings. Easement shall be extended as necessary to include all drainage appurtenances (basins, inlets, pipes, swales, etc).
10. The applicant shall show the following restrictions by certificate on the map or by separate document:
 - a. Except at a County approved shared driveway location, access shall be denied to Ontario Road and this shall be by certificate and designation on the map.
 - b. If drainage basins are required, then the basin areas shall be indicated as a building restriction on the map.
11. If a drainage basin is required, the drainage basin along with rights of ingress and egress shall be reserved as a drainage easement in favor of the owners and assigns.

Improvement Plans

12. Improvement plans shall be prepared in accordance with County Public Improvement Standards by a Registered Civil Engineer and submitted to the Department of Public

Works and the county Health Department for approval. The plans are to include, as applicable:

- a. Street plan and profile.
- b. Drainage ditches, culverts, and other structures (if drainage calculations require).
- c. Utility plan.
 - i. Water plan to be approved jointly with County Environmental Health. Water facilities and appurtenances shall be constructed and service laterals stubbed to each new parcel.
 - ii. Sewer plan to be approved jointly with County Environmental Health. Sewer facilities and appurtenances shall be constructed and service laterals stubbed to each new parcel.
 - iii. New electric power, telephone and cable television service conduits and appurtenances shall be constructed and service conduits stubbed to each new parcel.
 - iv. New gas distribution mains and appurtenances shall be installed along the entire project frontage(s) and gas service laterals stubbed to each new parcel unless otherwise directed by the gas purveyor.
- d. Sedimentation and erosion control plan for subdivision related improvements.
- e. Stormwater control plan for subdivision related improvements (if subject to MS-4 requirements).
- f. Traffic control plan for construction in accordance with the California Manual on Uniform Traffic Control Devices (CA-MUTCD).
- g. Public utility plan, showing all existing utilities and installation of all new utilities to serve each lot.
- h. All new electric power, telephone and cable television services shall be completed to each new parcel and ready for service.
- i. Tree removal/retention plan for trees to be removed and retained associated with the required improvement for the land division to be approved jointly with the Department of Planning and Building.
- j. Trail plan, if required, to be approved jointly with County Parks.
- k. All grading shall be done in accordance with the County Public Improvement Standards and the California Uniform Building Code. Lot lines shall be considered as Site Area Boundaries with slopes setback accordingly.

Subdivision Grading

13. Grading not associated with required public improvements shall be subject to the Subdivision Grading Process per Section 2.1.3 of the latest Public Improvement Standards.

Water and Wastewater (CSA 12 and Environmental Health)

14. **Prior to application for grading or construction permits**, the applicant shall meet the conditions of the Conditional Intent to Provide Water Service letter from CSA 12, dated March 21, 2020 or the applicable equivalent conditions of any later or revised Conditional Intent to Provide Water Service letters. This condition does not apply to those permits which are required to fulfil the conditions outlined in the Conditional Intent to Provide Water Service letter.
15. **Prior to application for construction permits**, the applicant shall obtain a conditional intent to serve water letter from CSA 12 and must enter into a reimbursement agreement. Additional documents specific to the project may include resolution of application, Public Works Annexation Agreement, Pipeline Extension Performance Agreement, and General Conditions for Additions to District Facilities.
16. Should circumstances arise which permanently prevent the annexation of the project parcels in their entirety into CSA 12 water service, the applicant shall provide adequate notice to the Planning Department of the circumstances surrounding the change and the proposed future water service.
17. The applicant shall sign a Consent Authorization **prior to approval of any well permit**. All analytical results obtained pursuant to the County requirements shall be reported directly to the County of San Luis Obispo Public Works and Health Departments by the 10th day of the month following the month in which the analyses were completed.

Drainage & Flood Control

18. **At the time of application for grading and / or construction permits**, the applicant shall submit complete drainage calculations to the Department of Public Works for review and approval. Drainage from onsite development (impervious roads and building sites), and the redirection of historic hillside flow patterns caused by the proposed onsite access road must be handled so it does not discharge or otherwise impact Ontario Road.
19. If calculations so indicate, drainage must be retained in a shallow drainage basin on the property [21.03.010(e)(2)]. The design of the basin is to be approved by the Department of Public Works, in accordance with county standards. The basin/s is/are to be maintained in perpetuity.
20. All project related drainage shall be designed and constructed in accordance with the recommendations of the San Luis Creek Watershed Drainage Design Manual.

Stormwater Pollution Prevention Plan (SWPPP)

21. **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.

Stormwater Control Plan (SWCP)

22. **At the time of application for construction permits**, the applicant shall demonstrate whether the project is subject to post-construction stormwater requirements by submitting a Stormwater Control Plan application or Stormwater Post Construction Requirements (PCRs) Waiver Request Form.

Parks and Recreation (Quimby) Fees

23. Unless exempted by Chapter 21.09 of the county Real Property Division Ordinance or California Government Code section 66477, prior to filing of the final parcel or tract map, the applicant shall pay the in-lieu fee that will be used for community park and recreational purposes as required by Chapter 21.09. The fee shall be based on the total number of new parcels or remainder parcels shown on the map that do not already have legal residential units on them.

Covenants, Conditions and Restrictions

24. The developer shall submit proposed Covenants, Conditions, and Restrictions (CC&R) for the subdivision to the county Department of Planning and Building for review and approval, and shall establish a Property Owners' Association or other organized and perpetual mechanism to ensure adequate inspection, operation, and maintenance (Maintenance) of the below project features in a form acceptable to the Department of Planning & Building, and in conformance with the requirements of the State Department of Real Estate:
- a. Maintenance of all private access roads in perpetuity.
 - b. Maintenance of all drainage and flood control facilities including basins, inlets, pipes, fencing, landscaping, and related drainage appurtenances in a viable condition on a continuing basis into perpetuity.
 - c. If stormwater treatment facilities are required, maintenance of all stormwater quality facilities for public or common area improvements as stipulated in the Stormwater Operations and Maintenance Plan recorded with the County Clerk-Recorder's Office.
 - d. Maintenance of all common areas within the subdivision in perpetuity.
 - e. Maintenance of public road frontage improvements, landscaping, and driveway sight distance in a viable condition and on a continuing basis into perpetuity, or until specifically accepted for maintenance by a public agency.
 - f. Notification to prospective buyers that an additional map sheet was recorded with the final parcel or tract map. The restrictions, conditions and standards set forth in the additional map sheet apply to future development. It is the responsibility of the prospective buyers to read the information contained on the additional map sheet.

Inclusionary Housing

25. Subsequent residential development is subject to the inclusionary housing fee pursuant to Section 22.12.080.C.3.a and D.2. As an alternative, **prior to filing the final parcel map or tract map**, the applicant may enter into an inclusionary housing agreement to ensure the construction of inclusionary housing unit(s), in conformance with Section 22.12.080.

Fees

26. **Prior to recordation of final map**, the applicant shall pay any outstanding fees associated with Planning Department case number SUB2015-00070.

Additional Map Sheet

27. The applicant shall prepare an additional map sheet to be approved by the county Department of Planning and Building and the Department of Public Works. The additional map sheet shall be **recorded with the final parcel or tract map**. The additional map sheet shall include the following:
- a. If improvements are bonded for, all public improvements (access, drainage, and utilities) shall be completed to the satisfaction of the County prior to occupancy of any new structure.
 - b. Notification to prospective buyers that all subdivision roads and streets are to be privately maintained, indicating the proposed maintenance mechanism.
 - c. Notification that the owner(s) of all lots are responsible for on-going maintenance of drainage and flood control improvements including basins, pipes, manholes, inlets, headwalls, sediment control devices, fencing, landscaping, etc. in a viable condition on a continuing basis into perpetuity, and indicating the proposed maintenance mechanism. The improved areas shall be indicated as a building restriction.
 - d. All driveway approaches shall be constructed in accordance with County Public Improvement Standards. All driveway approaches constructed on County roads or project related roads to be accepted for County maintenance shall require an encroachment permit.
 - e. The property owner shall be responsible for the operation and maintenance of public road frontage landscaping in a viable condition and on a continuing basis into perpetuity, or until specifically accepted for maintenance by a public agency.
 - f. The property owner shall be responsible for the operation and maintenance of public road frontage landscaping and driveway sight distance in a viable condition and on a continuing basis into perpetuity.
 - g. The additional map sheet shall contain any final conditions of approval having not been met at time of map recordation for this project as they are shown in the Notice of Final Action.

Miscellaneous

28. The project shall comply with the requirements of the National Pollutant Discharge Elimination System Phase I and / or Phase II storm water program and the County's Storm Water Pollution Control and Discharge Ordinance, Title 8, Section 8.68 et sec.
29. This subdivision is also subject to the applicable standard conditions of approval for all subdivisions using individual wells, community water (CSA 12) and private septic sanitary systems a copy of which is attached hereto and incorporated by reference herein as though set forth in full.
30. All timeframes on approved tentative maps for filing of parcel or final tract maps are measured from the date the Review Authority approves the tentative map as required by the Subdivision Map Act.
31. The applicant shall apply to the Department of Planning and Building for approval of new street names prior to the filing of the final parcel or tract map. Approved street names shall be shown on the final parcel or tract map.

Fire Protection

32. The applicant shall obtain a fire safety clearance letter from County Fire/Cal Fire establishing fire safety requirements consistent with current Fire Safety Code, **prior to filing the final parcel or tract map and prior to the issuance of any grading or construction permits.**

Environmental Mitigations

33. *Screening Landscape (Mitigation Measure AES-1 a)*
To provide visual screening for the proposed development, the applicant shall submit and implement the following:
 - a. **At the time of application for subdivision improvement plans and/or construction permits**, the applicant shall submit a landscape plan to the County Department of Planning and Building for review and approval. The landscape plan shall be developed and signed by a licensed landscape architect and shall include fast growing, evergreen vegetation that will help screen the water tank, walls (sound walls, retaining, noise blocking/ highway facing house facades) and blend the entire new development (such as the main structures, driveways, access roads, accessory structures) into the existing environment when viewed from Ontario Road and U.S. 101. Criteria for landscaping as follow:
 - i. General landscaping should include various tree types and understory vegetation to create a more natural setting around the development. Screening plants shall cover 75% of the critical elements (sound walls, retaining walls, noise blocking/ highway facing house facades, water tanks) as seen from Ontario Road and U.S. 101, upon maturity or 10 years, whichever occurs first.
 - ii. Screening plants shall include evergreen trees capable of growing to a minimum height of 25 feet tall at maturity. Trees shall be planted from a minimum 15-gallon container size. Shrubs shall be planted among the screen trees. Shrubs shall be planted from five-gallon containers. All landscaping plants shall be

native to the area and utilize plants identified in the County's Approved Plant List.

- iii. Trees and shrubs within the screen planting area shall be maintained in perpetuity. Trees and shrubs within the screen planting area that die shall be replaced.

34. *Landscape Plan Cost Estimate/ Bonding (Mitigation Measure AES-1 b)*
Prior to issuance of subdivision improvement plans and/or construction permits, the Applicant shall obtain a cost estimate for the required landscape screening plan to determine the costs of landscape installation and/or landscape maintenance for 5 years. The Cost Estimate shall be prepared by a qualified individual familiar with estimating costs to install and maintain the required landscaping (e.g., landscape contractor, etc.). The Applicant will work with the County to determine an acceptable financial mechanism to establish a means to assure funding for installation and maintenance of the required landscape plan. The County will release its interest or obligation in the financial mechanism once the measure has been completed to the satisfaction of the County.
35. *Landscape Performance & Monitoring (Mitigation Measure AES-1 c)*
Prior to final inspection of subdivision improvement and/or construction permits, the approved landscape plan shall be implemented, and the applicant shall provide a letter to the San Luis Obispo County Department of Planning and Building for approval demonstrating that the applicant has entered into a contract with a qualified professional for the purpose of monitoring the success of the screen planting area. The monitoring contract shall include a requirement that the monitor conduct at a minimum an annual site visit and assessment of the planting success for 5 years. At the end of the 5 year monitoring period, the monitoring report shall be submitted to the San Luis Obispo County Department of Planning and Building for approval and shall be used as a determining factor in assessing the successful establishment of the planting as it relates to the bond posted by the applicant. If it is determined that the success criteria have not been met, then the applicant shall submit a supplemental landscape screening plan with additional recommendations to achieve the required screening. The plan shall include additional monitoring requirements (as recommended by the landscape architect) to ensure the required screening is achieved.
36. *Exterior Colors & Material Palette (Mitigation Measure AES-2)*
Prior to issuance of construction permits and/or approval of subdivision improvement plans, the Applicant shall provide architectural elevations and a color board showing all exterior colors and finish materials that match the above requirements. These shall also be specified on applicable construction/ improvement drawings for County review and approval. Once County review is complete, Applicant shall adhere to the approved colors and materials during construction.
37. *Wall Treatments (Mitigation Measure AES-3)*
Prior to issuance of construction permits and/or approval of subdivision improvement plans, the Applicant shall incorporate all of the following elements on all applicable construction/ improvement drawings for County review and approval:

- a. Retaining walls, sound walls, and noise blocking/ highway facing house facades that exceed six feet in height shall be constructed in colors and tones compatible with the surrounding environment, and shall use textured materials and/or construction methods which create a textured effect, when viewed from Ontario Road and U.S. 101. Landscaping that will either screen from in front or grow over from above the wall shall be established. Landscape materials shall be from the County's approved plant list and be considered non-invasive and drought-tolerant.

38. *Cut and Fill Slopes (Mitigation Measure AES-4)*

Prior to issuance of construction permits and/or approval of subdivision improvement plans, the Applicant shall incorporate all of the following elements on all applicable construction/ improvement drawings for County review and approval:

- a. To reduce visual impacts from grading activities, cut or fill area that will be visible from Ontario Road and U.S. 101 shall be minimized to maximum extent possible and blended with adequate and appropriate landscaping. For these visible slopes, the Applicant shall:
 - i. Delineate the vertical height of all cut and fill slopes on the project construction drawings;
 - ii. Recontour the edge of the cut slopes and fills so they are rounded off to a minimum radius of five feet;
 - iii. Stockpile sufficient topsoil to be reapplied or re-keyed over these areas to provide at least 8" of stabilized topsoil for the reestablishment of vegetation;
 - iv. As soon as the grading work has been completed, reestablished cut and fill slopes with non-invasive, fast-growing vegetation;
 - v. Any exposed roots for adjacent screening shrubs or trees, shall be cleanly cut just below the new surface grade.

39. *Botanical / Biological Survey (Mitigation Measure BIO-1)*

Prior to issuance of any grading or construction permits associated with this project, surveys shall be conducted to monitor for the presence of any candidate, sensitive, or special status plant species, as identified in the Botanical Assessment (McGovern, 2017), or any candidate, sensitive, or special status wildlife species identified by CNDDDB and known to exist within one half mile of the project parcels. Survey findings shall be reviewed by the Planning and Building Department and, dependent on survey findings, recommended mitigation shall be implemented.

40. *Native Trees – Avoidance Measures (Mitigation Measure BIO-2)*

To avoid impacts to individual native (oak) trees, the following aspects will be integrated into the project design and shall be included on project plans **prior to issuance of any grading or construction permit**:

- a. Locate all structures, and construction activities, outside of the tree dripline, and where possible outside of the tree's root zone;
- b. Consider siting driveway location outside of the tree dripline(s); where this is not possible, trimming to about 15 vertical feet of any encroaching limbs should be done before any construction activities begin to avoid these limbs being irreparably ripped/broken by large vehicles.
- c. When located in "high" or "very high" fire severity zones, make all efforts to locate development at least 30 feet, preferably 100 feet, from existing trees to avoid trimming or removing trees as a part of a fuel modification program to protect structures from wildland fires;
- d. Locate all non-native landscaping that requires summer watering and leach lines outside the trees' dripline and root zone;
- e. Before siting structure location, consider where utility lines will be located to avoid trenching within the tree dripline/ canopy;
- f. When the site requires substantial grading near oaks, consider surface drainage aspects (oaks rely on surface water) to retain similar drainage characteristics to oak's root zones.

41. *Native Tree (Oaks) – Replacement/Planting (Mitigation Measure BIO-3)*

- a. **Prior to the issuance of a construction permit**, the applicant shall show the below measures on all applicable construction drawings and submit to the County for review and approval.

If any oak tree is impacted or removed on site, these are considered individual oak trees with replacement planting to be conducted on-site.

- i. The applicant will be replacing "in-kind" trees at the following ratios:
 - 1. For each tree identified as impacted, two (2) seedlings will be planted.
 - 2. For each tree identified for removal, four (4) seedlings will be planted.

Protection of newly planted trees is needed and shall include the following measures on the Plan:

- ii. An above-ground shelter (e.g., tube, wire caging) will be provided for each tree, and will be of sturdy material that will provide protection from browsing animals for no less than five years.
- iii. Caging to protect roots from burrowing animals will be installed when the tree is planted and be made of material that will last no less than five years for oak trees.

Each shelter should include the following, unless manufacture instructions recommend a more successful approach:

1. Shelter will be secured with stake that will last at least five years; metal stake will be used if grazing could occur on site;
2. Height of shelter will be no less than three (3) feet;
3. Base of shelter will be buried into the ground;
4. Top of shelter will be securely covered with plastic netting, or better, and last for no less than five years;
5. If required planting is located in areas frequented by deer, tube/caging heights will be increased to at least four feet or planting(s) will be protected with deer fencing.

b. **Prior to the commencement of any site disturbance**, the Applicant shall retain a qualified biologist to perform a pre-construction survey. The completed survey report shall be submitted to the County for review/approval.

42. *Geology Review (Mitigation Measure GEO-1)*

Prior to issuance of any grading or construction permits associated with the project, the applicant shall demonstrate compliance on the grading plans with all recommendations of the Soils Engineering Report (GeoSolutions, 2018) for the project, including Review of Soils Engineering Report and Engineering Geology Report (June 25, 2020). Prior to issuance of construction permit applicant shall receive approval from County geologist. During project construction and prior to final inspection, the applicant shall implement and comply with all recommendations of the Soils Engineering Report (GeoSolutions, 2018) and any additional recommendations from County geologist for the project.

43. *Future Septic Systems (Mitigation Measure GEO-2)*

Prior to issuance of any grading or construction permits associated with the project, the following shall be submitted for review:

- a. Soil borings at leach line location(s) showing that there is adequate separation or plans for an engineered wastewater system that shows how the basin plan criteria can be met;
- b. Soil borings at leach line location(s) showing that there is adequate distance to bedrock. If adequate distance cannot be shown, a County-approved plan for an engineered wastewater system showing how the basin plan criteria can be met will be required;
- c. Soil borings at leach line location(s) showing that there is adequate separation (including piezometer tests taken during the end of the rainy season), and plans for an engineered wastewater system (of acceptable design by RWQCB) that shows how the CPC/Basin Plan criteria can be met; and

- d. In the case that proposed leach lines are located on or within close proximity of steep slopes where some potential of effluent daylighting exists, a registered civil engineer familiar with wastewater systems, shall prepare an analysis that shows the location and depth of the leach lines will have no potential for daylighting of effluent.

44. *Naturally Occurring Asbestos (NOA) (Based on APCD review)*

Prior to issuance of any grading or construction permit, the applicant shall provide evidence that a geologic evaluation of the areas proposed for disturbance has been conducted in order to determine if the area disturbed is exempt from the regulation for areas with Naturally Occurring Asbestos. An exemption request shall be filed with the APCD.

If the site is not exempt, the applicant must comply with all regulations outlined in the Asbestos Air Toxics Control Measures. This may include development of an Asbestos Dust Mitigation Plan and an Asbestos Health and Safety Program for approval by the APCD.

45. *Construction Permit Requirements (Based on APCD review)*

Prior to application for grading or construction permits, the applicant shall contact the SLOAPCD Engineering Division for specific information regarding permitting requirements. Plans provided at the time of application for construction permits shall reflect the requirements and recommendations outlined by the APCD.

46. *Dust Control Measures (Based on APCD review)*

At the time of application for grading or construction permits, plans shall include all applicable fugitive dust control measures and shall provide a designated monitor to ensure compliance with the dust control measures in order to minimize dust complaints, reduce visible emissions below the 20% opacity limit, and to prevent transport of dust offsite.

Applicable Title 21 and Title 22 Standard Conditions

47. **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 or the related reflector interior surface is visible from adjacent properties. Light hoods shall be dark colored.

48. **During ground disturbing activities**, in the event archeological resources are unearthed or discovered during any construction activities, the following standards apply:

- a. Construction activities shall cease, and the Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist, and disposition of artifacts may be accomplished in accordance with state and federal law.
- b. In the event archeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the County Coroner shall be notified in addition to the Department so proper disposition may be accomplished.

**STANDARD CONDITIONS OF APPROVAL FOR SUBDIVISIONS
USING INDIVIDUAL WELLS AND SEPTIC TANKS**

1. Each parcel shall have its own private well(s) for a domestic water supply approved by Environmental Health Services, except as set forth in 2d.
2. Operable water facilities shall exist prior to the filing of the final land division map. Evidence of adequate and potable water, shall be submitted to Environmental Health Services including the following:
 - A. Well Completion Report- The well log generated by the driller at the time the well is constructed.
 - B. Water Quality- A complete chemical analysis, to include general mineral, general physical and inorganics, shall be submitted for evaluation for each of the wells developed. Site evaluations may trigger additional testing requirements by Environmental Health Services. (Within last 5 years)
 - C. Production- On individual private wells, a minimum of a four hour pump test with draw down and recovery data by a **licensed** and **bonded** well driller or pump testing company, shall be submitted for review and approval for each well proposed for the subdivision. (Within last 5 years)
 - D. Shared Well System- A shared well system means a private water system consisting of 2, 3, or 4 service connections serving parcels that are at least 2.5 acres. When a shared well system is proposed the applicant shall contact Environmental Health Services for assistance in properly designing a shared water well system. A shared water well system review fee (said fee is separate from any fees paid through the County Planning and Building Department) shall be provided to Environmental Health Services prior to finaling the map.
3. On-site systems that are in conformance with the county-approved Central Coast Regional Water Quality Control Board basin plan and County Building and Construction Ordinance, Title 19, will be an acceptable method of sewage disposal until community sewers may become available.
4. No sewage disposal system installations are to be placed closer than 100 feet from the top of any perennial or continuous creek banks, drainage swales or areas subject to inundation.
5. Sewage disposal systems shall be separated from any individual domestic well and/or agricultural well, as follows: 1) leaching areas, feed lots, etc., one hundred (100) feet and bored seepage pits (dry wells), one hundred and fifty (150) feet. Domestic wells intended to serve 5 or more parcels shall be separated by a minimum of two hundred (200) feet from septic systems and dry wells.
6. Individual systems on new land divisions shall be designed and constructed to either reserve sufficient site area for dual leach fields (100% replacement area), or construct the dual leach fields with a diverter valve at the time of initial septic system installation.

7. Sewage disposal systems installed on slopes in excess of 20% shall be designed and certified by a registered civil engineer or geologist and submitted to the County Planning Department for review and approval **prior to the issuance of a building permit.** Consultants shall determine geologically stable building sites and sewage disposal for each parcel, including evaluations of hillside stability under the most adverse conditions including rock saturation and seismic forces. Slopes in excess of 30% are not considered suitable or practical for subsurface sewage disposal.
8. An encroachment permit shall be obtained from County Public Works for any work to be done within the county right-of-way.
9. An encroachment permit shall be obtained from the California Department of Transportation for any work to be done on the state highway.
10. Any existing reservoir or drainage swale on the property shall be delineated on the map.
11. Prior to submission of the map "checkprints" to County Public Works, the project shall be reviewed by all applicable public utility companies and a letter be obtained indicating required easements.
12. Required public utility easements shall be shown on the map.
13. Approved street names shall be shown on the map.
14. The applicant shall comply with state, county and district laws/ordinances applicable to fire protection and consider increased fire risk to area by the subdivision of the land proposed.
15. The developer shall submit a preliminary subdivision guarantee to County Public Works for review prior to recordation of the map.
16. Any private easements on the property shall be shown on the map with recording data.
17. All conditions of approval herein specified, unless otherwise noted, shall be complied with prior to recordation of the map.
18. After approval by the Review Authority, compliance with the preceding conditions will bring the proposed subdivision in conformance with the Subdivision Map Act and county ordinances.
19. A map shall be filed in accordance with Subdivision Map Act and county ordinance prior to sale, lease, or financing of the lots proposed by the subdivision.
20. A tentative map will expire 24 months from the effective date of the approval. Tentative maps may be extended. Written requests with appropriate fees must be submitted to the Planning Department prior to the expiration date. The expiration of tentative maps will terminate all proceedings on the matter.

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**STANDARD CONDITIONS OF APPROVAL FOR
SUBDIVISIONS USING COMMUNITY WATER AND SEWER**

1. Community water and fire protection shall be obtained from the community water system.
2. Operable water facilities from an approved community water source shall be assured prior to the filing of the final map. A "final will serve" letter shall be obtained and submitted to the county Health Department for review and approval stating there are operable water facilities immediately available for connection to the parcels created. Water main extensions, laterals to each parcel and related facilities (except well(s)) may be bonded for subject to the approval of county Public Works, the county Health Department and the public water utility.
3. No residential building permits are to be issued until the community (public) water system is operational with a domestic water supply permit issued by the county Health Officer.
4. In order to protect the public safety and prevent possible groundwater pollution, any abandoned wells on the property shall be destroyed in accordance with the San Luis Obispo County Well Ordinance Chapter 8.40, and county Health Department destruction standards. The applicant is required to obtain a permit from the county Health Department.
5. When a potentially operational or operational auxiliary water supply in the form of an existing well(s) is located on the parcels created and approved community water is proposed to serve the parcels, the community water supply shall be protected from real or potential cross-contamination by means of an approved cross-connection control device installed at the meter or property line service connection prior to occupancy. (Chapter 8.30, San Luis Obispo County Ordinance)
6. Sewer service shall be obtained from the community sewage disposal system.
7. Prior to the filing of the map a "final will serve" letter be obtained and submitted to the county Health for review and approval stating that community sewer system service is immediately available for connection to the parcels created. Sewer main extensions may be bonded for, subject to the approval of county Public Works and sewer district.
8. No residential building permits shall be issued until community sewers are operational and available for connection.
9. An encroachment permit shall be obtained from county Public Works for any work to be done within the county right-of-way.
10. An encroachment permit shall be obtained from the California Department of Transportation for any work to be done on the state highway.
11. Any existing reservoir or drainage swale on the property shall be delineated on the map.

12. Prior to submission of the map "checkprints" to county Public Works, the project shall be reviewed by all applicable public utility companies and a letter be obtained indicating required easements.
13. Required public utility easements shall be shown on the map.
14. Approved street names shall be shown on the map.
15. The applicant shall comply with state, county and district laws/ordinances applicable to fire protection and consider increased fire risk to area by the subdivision of land proposed.
16. The developer shall submit a preliminary subdivision guarantee to county Public Works for review prior to the filing of the map.
17. Any private easements on the property shall be shown on the map with recording data.
18. All conditions of approval herein specified, unless otherwise noted, shall be complied with prior to the filing of the map.
19. After approval by the Review Authority, compliance with the preceding conditions will bring the proposed subdivision in conformance with the Subdivision Map Act and county ordinances.
20. A map shall be filed in accordance with Subdivision Map Act and county ordinance prior to sale, lease, or financing of the lots proposed by the subdivision.
21. A tentative map will expire 24 months from the effective date of the approval. Tentative maps may be extended. Written requests with appropriate fees must be submitted to the Planning Department prior to the expiration date. The expiration of tentative maps will terminate all proceedings on the matter.

Attachment E

LAFCO 30-Day
Review Letter



LAFCO - San Luis Obispo - Local Agency Formation Commission
SLO LAFCO - Serving the Area of San Luis Obispo County

March 21, 2023

SENT VIA E-MAIL

COMMISSIONERS

Chairperson
ED WAAGE
City Member

Vice-Chair
DEBBIE ARNOLD
County Member

JIMMY PAULDING
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

Applicant/Agents:

Art Weldon | art.weldon@icloud.com
Perry McBeth | pmcbeth@garingtaylor.com

Subject: Sphere of Influence Amendment and Annexation #4 to County Service Area 12 (Weldon) | LAFCO File No. 1-R-23

Dear Applicant,

This letter is to advise you that the application for Sphere of Influence Amendment and Annexation #4 to County Service Area 12 (Weldon) was officially received on February 21, 2023, and was referred to other agencies involved in the process. LAFCO staff have completed an initial 30-day review of the application and find that the following items need to be submitted for LAFCO to continue processing the application. Due to the issues identified below, staff recommend that a coordination meeting via Zoom be arranged to discuss the items in further detail once you have had an opportunity to review this letter. Our intent is to help the petitioners achieve their goals to annex into CSA 12, we look forward to further coordination.

1. Please be advised, as noted in our February 6, 2023 email, that this project was not referred by County Planning & Building to LAFCO during the entitlement process nor was the CEQA document sent to LAFCO for review as a Responsible Agency. As such, there are comments below that may have significant implications as they relate to this annexation request. Additionally, while we have conducted a preliminary review of the MND, we are not certain, particularly depending on the issues identified below, whether we can rely upon the County's MND for the discretionary action required of LAFCO to approve this annexation. Further details on this matter are discussed below.
2. We understand that the request submitted in the application is for the entire 166-acre area, however such a proposal could have significant implications for environmental review under CEQA, as well as result in inconsistencies with LAFCO policies and regulations.

In brief, regarding CEQA, the proposed area of annexation is not consistent with the analysis of the MND. More specifically, the MND prepared by the County evaluates and assumes that development would occur on the ~2.5 acre building envelopes. The intent to annex into a CSA is to provide urban services (in this circumstance water supply) to a given area or legal parcel(s). Should the entire 166-acre area be annexed into

CSA 12, areas outside of the building envelopes could obtain urban service from CSA 12 and therefore support urban development beyond the established building envelope and beyond the areas analyzed in the MND. Additionally, because the site is zoned Rural Lands, it could allow for a wide range of land uses. Annexing the entirety of the parcel therefore has implications that were not analyzed in the MND. Should you wish to annex the entirety of the parcel, it would require additional environmental review to understand the impacts of allowing urban services beyond the County-defined building envelopes and in context to allowable uses within Rural Lands zoning. To ensure consistency with the MND, the annexation area would need to be limited to the building envelopes.

Related to this matter, it appears the site contains prime agricultural soils within the development area. Can you please confirm whether any agricultural activities have occurred on the project site at any point in time?

Regarding LAFCO policies, as stated in our February 6, 2023, email, when a building envelope is established the annexation area is limited to the building envelope. The primary reason is that the need for urban services only can possibly occur within the building envelope. An annexation of the entire parcel would not be supportable in context to regulatory requirements (gov code 56668 (b)), existing SLO LAFCO policies, and Commission precedent.

Altogether, staff recommends the applicant modify their application to only include the area within the building envelopes where development would occur.

3. Please provide us a signed copy of the Notice of Determination and the Environmental Filing Fee Cash Receipt that was filed with the County Clerk for subdivision (Weldon Parcel Map ED20-179 SUB2015-00070). We need this to file the CEQA documentation as Responsible agency, should we be able to rely upon the CEQA documentation prepared for this entitlement.
4. In line with our previous recommendation, should the chosen outcome be to limit the annexation area to the building envelopes, please submit a map and legal description which reflects the new proposed annexation area. Map and legal discrepancies will have to be continuously corrected until the County Surveyor determines the map and legal description to be definite and certain. After it has been determined to be definite and certain LAFCO will need; four (4) copies of the maps and legal descriptions signed and stamped by Registered Civil Engineer or a Licensed Land Surveyor. The maps shall be sized at a maximum of 24" x 36" and a minimum of 18" x 26" with a minimum ½" border. For more information on the standards for the maps and legal descriptions, please refer to the LAFCO Proposal Application on the LAFCO website.

5. A plan for providing services, prepared by CSA 12, i.e. the County, needs to be submitted. The plan shall include the information outlined under gov code section 56653. Please coordinate with County Public Works if you have any questions about the Plan for Services requirements. The Public Works point of contact for this project is Francesca Devlin, fdevlin@co.slo.ca.us
6. Please confirm that the *final* map for Weldon Parcel Map ED20-179 SUB2015-00070 has been approved by the County. If so, please provide a copy.
7. Please submit a LAFCO Cost Accounting Agreement form (available on the LAFCO website at slo.lafco.ca.gov) signed by the landowner.
8. A letter of consent from each affected property owner is required if the application is to waive the protest process. Please use the consent letter example in our application. Additionally, please specifically state that the property referenced includes 100% consent from landowners in the project area.
9. Please provide the Water Delivery Contract with CSA 12 dated November 1, 2016.
10. As with all petition-initiated annexations, there are specific processes that must be followed and notification to the applicable agency is required. At the next LAFCO public meeting on April 20, 2023, a notice per gov code section 56857 (b) will be provided to the Commission as an informational item only. The intent of this item is only to notify the Commission of receipt of this petition for annexation – no action or discussion will occur beyond the notice. This notice is also sent to CSA 12. Upon April 20, 2023, CSA 12 will have 60 days to submit a resolution to LAFCO requesting the annexation application be terminated as set forth in the code section. If no resolution is received, LAFCO will continue to process the application. It is not anticipated that CSA 12 will have any concerns or wish to terminate the application because they have already provided a conditional intent to serve. Nonetheless, this process is required by law to be conducted.
11. As required by law, a Negotiated Property Tax Agreement is required to be approved by resolution by the Board of Supervisors even if it is a neutral exchange. This is a required step and involves the County Auditor/Assessor and the State Board of Equalization. This process adjusts the Tax Rate Areas due to the boundary changes of the District. This process must be completed before the application can be considered by the Commission as required by gov code section 56810. LAFCO initiates and completes the process on your behalf. The Board of Supervisors approves the agreement. We have already submitted the information to the County Auditor/Assessor, and we will inform you of the Board of Supervisors date when the Administrative Office provides such information.

12. As stated in the LAFCO proposal application, there is a fee associated with filing with the State Board of Equalization (BOE). This would require a separate check made out to the State Board of Equalization. For an area between 1.00-acres and 5.99-acres the fee would be \$350. A check would only be needed if the LAFCO Commission approves the proposal; the check should be submitted to LAFCO to be included with the BOE filing packet.

This is not a comprehensive list of what may be necessary to process this application. Other information needs or questions may arise as our review of the application continues. If you have any questions, please contact us at 805.781.5795 or email mbing@slo.lafco.ca.gov.

Sincerely,



Morgan Bing, LAFCO Clerk Analyst

cc. Rob Fitzroy, LAFCO Executive Officer
LAFCO Counsel, Brian Pierik

Attachment F

Plan for
Services



EMAIL ONLY

To: Morgan Bing mbing@slo.lafco.ca.gov

From: Francesca Devlin, Utilities Division Program Manager

Date: June 9, 2023

Subject: Plan for Services from CSA 12 for the Weldon Annexation (APN 076-114-052)

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

Description of Services

Garing Taylor & Associates representing Art Weldon (Applicant) for the subject annexation have requested drinking water service for the parcel located at APN 076-114-052. The owner of the property has a contractual entitlement to receive six (6) acre feet of water per year from County Service Area 12 (CSA 12). The Applicant is requesting annexation of the property because he desires to subdivide the existing parcel into two (2) legal parcels, which would receive water service from CSA 12. The proposed divided parcels would have divided contractual entitlements to the six (6) acre feet of water. The current parcel within the boundary has sufficient water to allow build out of the proposed parcel as specified in the plans for the subdivision. No new San Luis Obispo County Utilities (County) infrastructure is required for the subdivision. All conditions of the CSA-12 contract for water shall be upheld by the contract holder regardless of property ownership changes. CSA 12 is willing and able to provide the requested services, subject to the terms and conditions of any and all annexation agreements, the Engineering Reimbursement Agreement dated November 1, 2016 in interest and the Conditional Intent to Provide Water letter dated February 8, 2023.

The services requested will be available to the property in question upon completion of the annexation process and in compliance with the terms and conditions of the aforementioned documents. The parcel is currently served by a 6" lateral that reduces to 2" and serves two water meters. The parcel has the necessary County infrastructure and allocated water to provide the necessary service for the project as presented. Please see the attached water agreement (Attachment 1) for further information. The applicant shall design, construct, and install the conveyance mechanisms beyond the aforementioned water meters. The applicant shall accept responsibility for the property's lateral and all infrastructure beyond the water meters.

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 12's existing fee structure and per the terms and conditions of the above referenced Engineering Reimbursement Agreement dated November 1, 2016. All costs associated with the design, inspection, plan check, and review and construction inspection by CSA 12 staff will be paid by the Applicant.

Any and all costs associated with provision of water services by CSA 12 after completion and connection of the subject properties to the CSA 12 water 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 water service.

If you have any questions, please feel free to contact me at (805) 781-1574, or at fdevlin@co.slo.ca.us.

Attachments: Attachment 1 - Assignment of Water Delivery Contract
 Attachment 2 - Engineering Reimbursement Agreement
 Attachment 3 - Conditional Intent to Provide Water

c: Rob Fitzroy, rfitzroy@slo.lafco.ca.gov
 Morgan Bing, mbing@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
 David Spiegel, dspiegel@co.slo.ca.us
 Art Weldon, art.weldon@att.net
 Perry McBeth, pmcbeth@garingtaylor.com

File: CF 40.100.07

L:\Utilities\2023\June\Weldon Annexation\Plan for Services_memo.docx.FD.sb

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

**AGREEMENT OF RIGHTS TO WATER SUPPLY
AND FOR ASSUMPTION OF OBLIGATIONS**

This Agreement is made this 12th day of March, 2018, by and between the County of San Luis Obispo acting on behalf of County Service Area No. 12 ("CSA 12") and Art and Karen Weldon (collectively, "Contractor") (collectively, "Parties").

WITNESSETH:

WHEREAS, CSA 12 and the San Luis Obispo County Flood Control and Water Conservation District ("District") entered into a water supply contract dated November 21, 1966, and amendments and restatements thereto dated July 19, 1968, November 12, 1986, and August 19, 2000 (said water supply contract and all past and future amendments thereto are hereinafter collectively referred to as the "Water Supply Contract"); and

WHEREAS, the Water Supply Contract gives CSA 12 an entitlement to 337 acre-feet of water annually from the Lopez Reservoir, subject to the terms and conditions set forth therein; and

WHEREAS, the lands of Contractor are within the boundaries of CSA 12 and the inhabitants of such lands who are and will be served by Contractor are in need of additional water for beneficial uses; and

WHEREAS, said lands of Contractor are as depicted in Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Contractor desires to contract with CSA 12 for a water supply for the use and benefit of the Property and for which Contractor will make payments upon the terms and conditions hereinafter set forth; and

WHEREAS, Contractor acknowledges receipt of a certified copy of the Water Supply Contract from the County Clerk-Recorder's office.

NOW, THEREFORE, it is hereby mutually agreed by the Parties hereto as follows:

1. Contractor's Entitlement. Subject to the terms and conditions of the Water Supply Contract and this Agreement, including but not limited to CSA 12's termination rights as set forth below, CSA 12 hereby assigns to Contractor its rights to 1.78 percent of CSA 12's annual entitlement to water under the Water Supply Contract. If CSA 12 receives its full annual water entitlement of 337 acre-feet under the Water Supply Contract, the Contractor's rights to 1.78 percent would equal 6.0 acre-feet of water from CSA 12's annual entitlement to water under the Water Supply Contract.

2. Point of Delivery. All water to be furnished to Contractor pursuant to this Agreement shall be delivered to Contractor at a point on Contractor's property to be mutually agreed upon by CSA 12 and Contractor. All costs and expenses of any required connection at said delivery point shall be the sole responsibility of the Contractor and shall be prepaid to CSA 12 by Contractor. Any and all water furnished to Contractor pursuant to this Agreement shall be used within CSA 12 and none of the said water shall be used outside the boundaries of said CSA 12.

3. Payments.

3.1 Contractor hereby agrees to assume the obligation of, and shall pay to CSA 12, its proportionate share of the payments due from CSA 12 to District under the Water Supply Contract for Units A through J, as described in the attached Exhibit B.

3.2 Contractor shall make all payments required hereby on or before the date such payments become due as outlined herein. A late penalty of one percent (1%) per month or the maximum allowed by law on the unpaid balance shall accrue on all overdue payments.

3.3 In addition to the above payments, Contractor shall pay to CSA 12 such service charges as CSA 12 may impose on Contractor in order that CSA 12 recovers

its total and complete costs, including, but not limited to, direct, indirect and administrative costs.

3.4 At any time during the term of this Agreement, CSA 12 shall have the right to make changes in the annual water entitlement assignments delivered to Units A through J. In the event that such changes alter Contractor's proportionate share of all annual entitlements to be delivered to Units A through J, then Contractor's obligations and payments for Units A through J shall be adjusted in direct proportion.

4. **Primacy of Water Supply Contract.** This Agreement is subject to the obligations and limitations imposed by the Water Supply Contract, including all amendments thereto, and is intended to be in conformance and harmony with same. The Water Supply Contract, and all amendments thereto, are hereby incorporated herein by this reference in all respects as though set forth in full. Contractor hereby expressly agrees to the provisions of the Water Supply Contract imposing obligations and limitations upon it and further expressly agrees that nothing in this Agreement shall be deemed to require CSA 12 to perform any obligation in conflict with the Water Supply Contract. Contractor further agrees that CSA 12 shall have the right to enter into such future amendments to the Water Supply Contract as CSA 12 may deem reasonable and necessary.

5. **Termination.** CSA 12 shall have the right to terminate this Agreement and the assignment described in Paragraph 1 of this Agreement. CSA 12 may exercise said right by giving to Contractor notice in writing thereof; and the right to the water assigned pursuant to this Agreement shall automatically revert to and become the property of CSA 12 thirty (30) days after the giving of such notice; provided further, however, that if Contractor is not in default of any of the provisions of this Agreement, CSA 12 shall, at Contractor's request, thereafter sell water to Contractor at retail as determined by CSA 12, with Contractor paying therefore to CSA 12 such periodic service charges as may be deemed by CSA 12 to be necessary to recover CSA 12's total and complete costs and expenses thereof, including, but not limited to, direct, indirect and administrative costs;

and, provided further, that the quantity of water which CSA 12 shall be obligated to sell to Contractor at retail pursuant hereto shall not exceed the quantity of water to which Contractor was entitled under this Agreement prior to the giving of the thirty (30) day notice referred to hereinabove.

6. Failure to Make Payments. Contractor's failure to make payments in accordance with the provisions of this Agreement shall constitute a breach of this Agreement and CSA 12 shall have the right to terminate the delivery and supply of water hereunder and to terminate this Agreement and the assignment described in Paragraph 1 of this Agreement without future obligation to sell water to Contractor. This provision shall apply whether or not Contractor has physically connected to, or taken delivery from CSA 12 and upon Contractor's receipt of thirty (30) days' notice from CSA 12.

7. Monitoring. Contractor's water use shall be monitored by CSA 12 on a monthly basis and CSA 12 shall inform Contractor on a bi-monthly schedule of any and all water used during the previous two months.

8. Overuse of Contractor's Entitlement. If at any point in time during the fiscal year (billing period), CSA 12 anticipates or determines the Contractor may utilize or is utilizing more than said water entitlement, CSA 12 shall immediately notify Contractor in writing. CSA 12's notification to Contractor shall notify that, commencing thirty (30) days after Contractor's receipt of CSA 12's notice, CSA 12 may cease all deliveries of CSA 12's water to Contractor for the remainder of the fiscal year if or when Contractor begins utilizing more than said water entitlement. Contractor shall be liable for payment of the overuse of water entitlement in the following manner: at the end of the fiscal year, CSA 12 shall determine the overuse through the end of the fiscal year; CSA 12 shall bill the Contractor for the overuse; Contractor will have thirty (30) days to make payment.

9. Water Delivery Schedule. On or before December 1 of each year, Contractor shall submit in writing to the District a water delivery schedule, subject to the provisions of this Agreement, indicating the amounts of water desired by Contractor for each property receiving water pursuant to this Agreement during each month of the

succeeding water year (April 1 to March 31). Said water delivery schedule may be amended by the District upon the District's initiative or upon the Contractor's written request. Proposed amendments shall be submitted by the Contractor within a reasonable time before the desired change is to become effective, and shall be subject to review and modification by the District in like manner as the schedule itself.

In no event shall Contractor's requested annual deliveries exceed Contractor's total annual entitlement of water as established by contract with the District. Further, in no event shall Contractor's monthly water use exceed Contractor's requested monthly water deliveries as established in said monthly water delivery schedule.

10. Miscellaneous Terms.

10.1. Contractor(s) shall not assign this Agreement or any interest herein without the prior written consent of both CSA 12 and District.

10.2. This Agreement shall be binding on the assigns, transferees and successors of the Parties hereto.

10.3. No waiver by CSA 12 of any failure by Contractor to comply with any term or condition hereof, shall be construed to be a waiver by CSA 12 of any similar or other failure by Contractor to comply with any term or condition hereof.

10.4. All notices to Contractor hereunder shall be delivered by first class mail, postage prepaid, to the following address, to-wit:

Art and Karen Weldon
P.O. Box 369
Arroyo Grande, California 93421

10.5. All notices to CSA 12 hereunder shall be sent by first class mail, postage prepaid, to the following address, to-wit:

Utilities Division
County of San Luis Obispo
Department of Public Works
County Government Center, Room 206

San Luis Obispo, CA 93408

10.6. This Agreement shall not be valid until and unless approved by
District.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF SAN LUIS OBISPO, ACTING ON BEHALF OF COUNTY SERVICE AREA NO. 12

ATTEST:

Tommy Gong, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

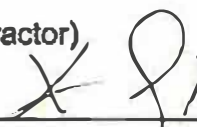
By: 
Chairperson of the Board of Supervisors

Dated: June 5, 2018

By: 
Deputy Clerk

(Contractor)
By: 

Date: 3-12-18

(Contractor)
By: 

Date: 3-12-18

Pursuant to Article 27 of the Water Supply Contract, this Agreement is hereby approved by the San Luis Obispo County Flood Control and Water Conservation District.

By: 
Chairperson of the Board of Supervisors

Dated: June 5, 2018

ATTEST: TOMMY GONG
County Clerk and Ex-Officio Clerk of the Board of Supervisors

By: 
Deputy County Clerk

Dated: June 5, 2018

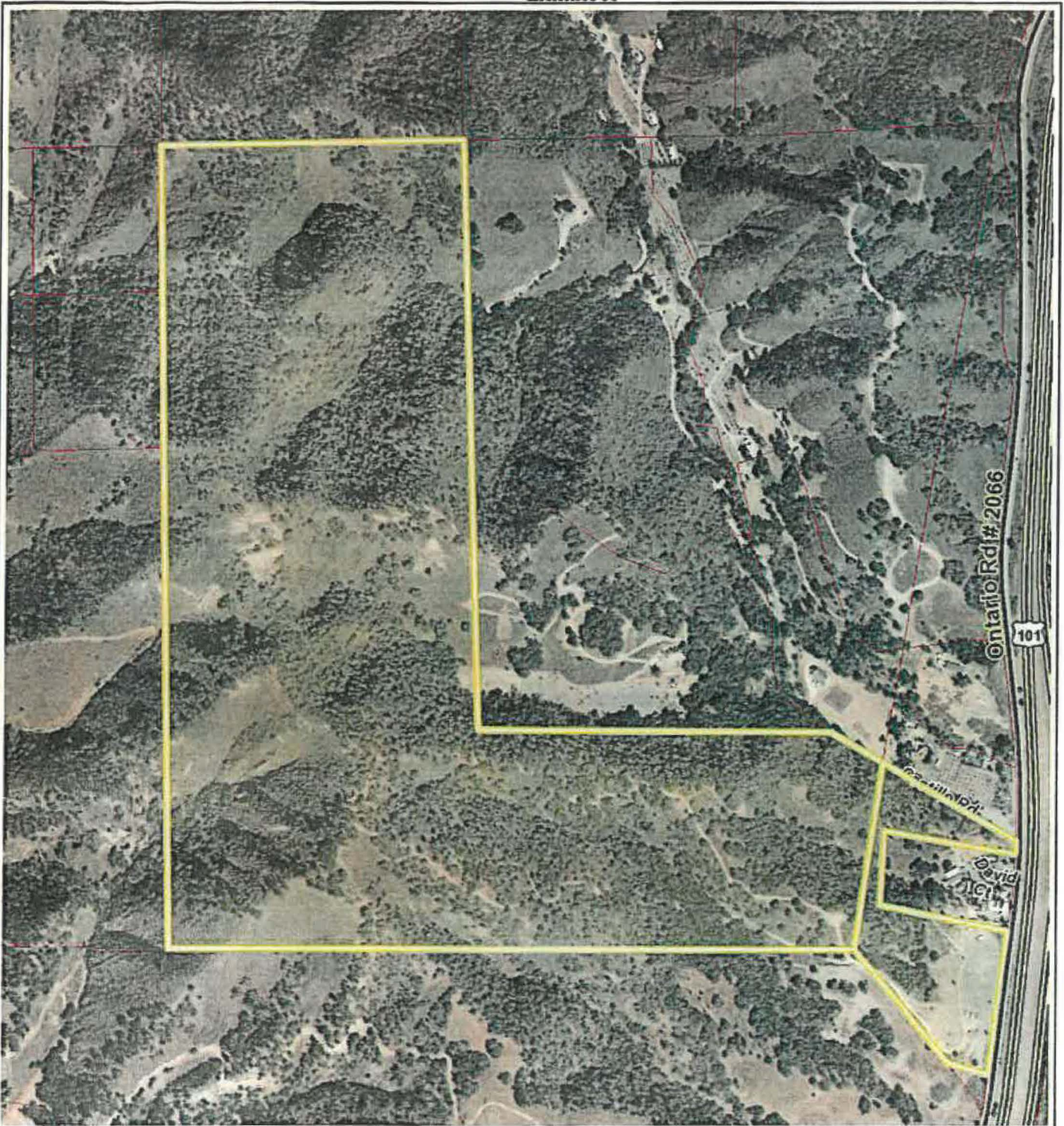
APPROVED AS TO FORM AND LEGAL EFFECT:
RITA NEAL, County Counsel

By:  _____
Deputy County Counsel

Dated: MARCH 1, 2018

G:\Utilities\CSA 12 Avila Area Water\Avila Valley Water Contracts\Weldon\csa 12 Agremt_Weldon_DRAFT_AMM

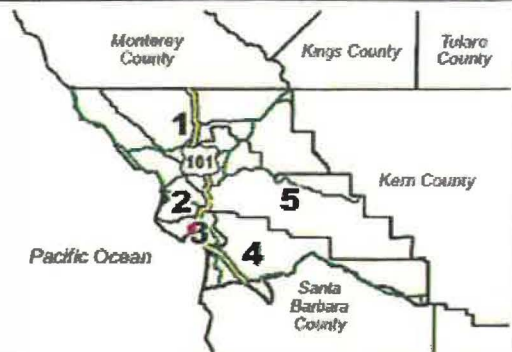
Exhibit A



VICINITY MAP

6226 Ontario Road
076-114-052, 076-241-016

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS



1: 7,362



ORIGINAL

San Luis Obispo County

**Utilities Division
ENGINEERING REIMBURSEMENT AGREEMENT**

This Agreement is entered into on this 15TH day of NOVEMBER 2016 by and between Art Weldon (hereinafter referred to as "Applicant") and the County of San Luis Obispo on behalf of County Service Area No. 12 (hereinafter collectively referred to as "CSA").

WITNESSETH

WHEREAS, Applicant has requested the annexation of the property commonly known as APN 076-114-052 ("Subject Property") into the CSA; and

WHEREAS, the Subject Property is a portion of a single existing legal parcel ("Existing Parcel") consisting of the Subject Property and the property commonly known as 076-241-016 (already located within the CSA) totaling one hundred seventy-seven (177) acres; and

WHEREAS, Applicant is requesting annexation of the Subject Property, because he desires to subdivide the Existing Parcel into two (2) legal parcels, one (1) eighty (80) acre parcel and one (1) ninety-seven (97) acre parcel and construct one (1) home on the ninety-seven (97) acre parcel which would receive water service from the CSA (the annexation, subdivision and connection to the CSA water facilities, including construction of all necessary infrastructure, are referred to collectively as the "Project"); and

WHEREAS, the County Board of Supervisors of San Luis Obispo County authorized the Director of Public Works to execute and enter into Engineering Reimbursement Agreements on April 7, 2015 per Resolution No. 2015-82; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which the Applicant will reimburse the CSA for all staff time, outside consultant time, and any and all other costs relating to CSA's review, analysis, recommendations, comments, critiques, inspection, consultations, meetings, any and all agreements/contracts and development of the same related to the requested annexation and provision of the requested water service, or other related work in connection with the Project that is deemed necessary by the Director of Public Works for proper review and analysis of the Project, including, but not limited to the items described herein below in Sections A, B and C.

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

A. TYPES OF ACTIVITIES ELIGIBLE FOR REIMBURSEMENT

Applicant currently has a contractual entitlement to receive six (6) acre feet of water per

year from the CSA to serve the Existing Parcel ("Existing Entitlement"). Applicant wishes to subdivide the Existing Parcel into two (2) legal parcels, one (1) eighty (80) acre parcel and one (1) ninety-seven (97) acre parcel. Applicant desires to sell the eighty (80) acre parcel with a contractual entitlement to receive one (1) acre-foot of water for domestic purposes from the Existing Entitlement. Applicant further desires to construct one (1) home on the ninety-seven (97) acre parcel that would utilize one (1) acre foot per year of the Existing Entitlement for domestic purposes. The remaining four (4) acre feet per year from the Existing Entitlement would also be available for use on the ninety seven (97) acre parcel.

Applicant will provide reimbursement to CSA for any and all expenses incurred by CSA related to its review, analysis, recommendations, comments and critique in connection with any and all staff work efforts, analysis, inspection, consultations, meetings or other related work deemed necessary by the Director of Public Works for review and engineering analysis relating to the Project, that may include but not be limited to, the following items: 1.) proposed Project configuration, including conceptual layout of any proposed water infrastructure, any and all associated appurtenances and point of connection to existing CSA water facilities; 2.) proposed changes to the existing CSA water facility necessary to accommodate sufficient flows for the proposed development; 3.) conceptual analysis of associated facilities along with any and all improvements required to adequately provide the requested service while taking into account the CSA's existing obligations for provision of service to those properties within the CSA boundaries; 4.) a preliminary cost estimate for any improvements contemplated as described herewith or as determined by the Director of Public Works; 5.) Applicant's construction of any and all improvements as identified and approved by the Director of Public Works including any and all Applicant's On-Site (on Applicant's property) improvements and any and all Off-Site (on property other than Applicant's) improvements; and 6.) any and all agreements/contracts/Local Agency Formation Commission (LAFCO) application materials and development of the same related to the requested annexation and provision of the requested water service. All construction work, design work and plan and construction submittals and inspections will be conducted by qualified firm(s) hired and paid for by Applicant. Additionally, all work products developed herein including those identified above shall be subject to both County review and other agency review(s) as determined by the Director of Public Works and paid for by the Applicant.

B. OBLIGATIONS

1. Applicant shall submit to CSA and maintain a deposit account in the amount of \$2,000.00. Applicant shall maintain a minimum balance of \$2,000.00 in this account at all times during which this Agreement is in effect. CSA will provide a monthly invoice to Applicant for costs incurred by CSA 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's invoice, the CSA, 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 the CSA 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, the CSA will return any remaining portion of the deposit to Applicant.

2. For all services rendered by CSA personnel, Applicant shall be charged and pay CSA the actual cost.

3. Applicant shall defend, indemnify and save harmless CSA, its 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 his 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 CSA against any responsibility or liability in contravention of Section 2782 of the Civil Code.

4. Applicant shall be responsible for acquiring any landowner permission needed to accomplish any work related to the Project.

C. GENERAL TERMS

1. Applicant's obligation to reimburse CSA is not contingent or in any way dependent on any approval by the CSA, the County, LAFCO or any other regulatory body required in connection with the Project. Any approval of an engineering study of the proposed Project configuration including conceptual layout of proposed water facilities, and any and all associated appurtenances and point(s) of connection to the existing CSA 12 facility pursuant to this Agreement shall not be deemed an approval of the Project as a whole.

2. 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 shall be addressed as follows: Director of Public Works, County of San Luis Obispo, 1050 Monterey 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.

3. 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. It is further understood and agreed by and between the Parties, hereto, that certain provisions regarding construction of new facilities or upgrades to existing facilities owned by agencies/organizations other than CSA as described herein may not come under the purview of CSA and in such case shall be excluded by CSA as determined by the Director of Public Works.

4. Subject to Section C.5 below, this Agreement shall remain in effect until the following are determined to be complete by the Director of Public Works: 1.) an engineering study of the proposed Project configuration including a conceptual layout of proposed water main(s) and

any and all associated appurtenances and point(s) of connection to the existing CSA system to obtain water service to the proposed annexed parcel currently located outside the existing CSA 12 boundary, as detailed herein; and 2.) the construction described in Section A hereinabove of any and all improvements as identified and approved by the Director of Public Works. Said determination shall include review for completion of the terms and conditions established of certain other as yet to be executed documents specific to Project including but not limited to (as may be applicable): 1.) Conditional Intent to Serve Water Letter; 2.) Resolution of Application; 3.) Public Works Annexation Agreement; 4.) Pipeline Extension Performance Agreement; and 5.) General Conditions for Additions to District Facilities.

5. Applicant retains the right to terminate Project and this Agreement at any time, effective upon Applicant reimbursing CSA in full for any and all reimbursable costs incurred by CSA, subject to the terms and conditions described herein and in the aforementioned exhibits attached hereto. Notwithstanding the foregoing, the CSA retains the right to terminate this Agreement at any time effective immediately upon notice to Applicant.

IN WITNESS WHEREOF, CSA and Applicant have executed this Agreement on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO

By: _____


Wade Horton
Director of Public Works
San Luis Obispo County

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel


By: _____



Dated: October 12, 2016

APPLICANT

By: _____


Art Weldon
P.O. Box 369
Arroyo Grande, CA 93421

Dated: 10-24-16

Exhibits: Exhibit A – Sample Conditional Intent to Serve Water Letter
Exhibit B – Sample Resolution of Application
Exhibit C – Sample Public Works Annexation Agreement
Exhibit D – Sample -- Pipeline Extension Performance Agreements

Exhibit E – Sample – General Conditions for Additions to District Facilities

File:

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COUNTY OF SAN LUIS OBISPO

Department of Public Works

John Diodati, Director

February 8, 2023

EMAIL ONLY

Art Weldon
PO Box 369
Arroyo Grande, CA 93421
pmcbeth@garingtaylor.com

Subject: County Service Area No. 12; Conditional Intent to Provide Water Service to APN 076-114-052 (Legal Description: PM 8-89 PTN PAR 2 & RHO SAN MIG PTN LT 39) and APN 076-241-016 (Legal Description: RHO SAN MIG PM 8/89 PTN PAR 2) for a Proposed Subdivision

Dear Mr. Weldon:

The original Conditional Intent to Provide a Water Service Letter dated January 27, 2017, expired on December 31, 2019. The last letter issued expired on 12/31/2022. Accordingly, it is now necessary to issue this new Conditional Intent to Serve letter to support the subdivision of that certain single legal parcel identified by Assessor Parcel Numbers 076-114-052 and 076-241-016 (PM 8-89 PTN PAR 2 & RHO SAN MIG PTN LT 39 and RHO SAN MIG PM 8/89 PTN PAR 2) is a conditional commitment to extend the existing water service assigned to APN 076-241-016 to the larger overall parcel described above. County Service Area 12 (CSA 12) is ready and willing to provide water service to the above-described project site provided the following conditions are met:

1. All work performed by the County of San Luis Obispo (County) Department of Public Works (Public Works) Utilities Division staff for the subject project shall be billed to and reimbursed by the Applicant through and in accordance with the previously issued Engineering Reimbursement Agreement (ERA) dated November 1, 2015, for this project.
2. The Applicant shall formally request, from the San Luis Obispo County Board of Supervisors, and gain approval from the Local Agency Formation Commission, annexation of the entire project site into CSA 12.
3. If annexation to CSA 12 is authorized by the Board of Supervisors and approved by the Local Agency Formation Commission, the Applicant shall formally request, from the San Luis Obispo County Flood Control and Water Conservation District Board of Supervisors, either:
 - 1) a modification to the boundaries of Flood Control Zone 3 to include the project site; or alternately,
 - 2) consent to serve water outside the boundaries of Zone 3.

4. The Applicant has a contractual allocation of 6 acre-feet per year of CSA 12 water as specified in a Water Delivery Contract with CSA 12 dated November 1, 2016.
5. The Applicant is aware that the Water Delivery Contract is for a specific, annual, amount of water. Delivery of such water may be subject to curtailment due to system maintenance needs, shortages, or regulatory actions as described in the August 2000 *Contract Between the San Luis Obispo County Flood Control and Water Conservation District and San Luis Obispo County Service Area #12 for a Water Supply*.
6. Per the terms of the ERA, the Applicant shall be responsible for designing, constructing, and installing water line service lateral(s) necessary to provide water service (including all necessary system improvements) to the proposed project. Said water service laterals shall include, at a minimum, service lines for domestic water use and service lines for fire protection which shall include double detector check backflow preventer assemblies and all necessary related appurtenances as determined by the Public Works Utilities Division Manager (UDM). The number of necessary domestic and fire protection lines shall be as determined by Applicant's Fire Sprinkler Contractor and as approved by the UDM at such time as the Applicant submits plans and specifications for the Project.
7. The Applicant shall employ a Registered Civil Engineer (RCE) to design the water service lines and associated appurtenances and provide inspection during the course of construction to certify to County Public Works that the improvements were installed in accordance with the improvement plans, and to submit as-built plans to Public Works. If the Engineer of Work is other than the designing engineer, or is replaced during the course of construction, the UDM shall be notified in writing; and each such Engineer of Work shall certify as to their respective involvement. The UDM, 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).
8. The proposed project will require connection to the existing CSA 12 water system. Construction of the water services connections for the proposed project will be at the Applicant's responsibility and expense. Construction of all facilities shall be in accordance with the San Luis Obispo County Public Improvement Standards and Specifications. 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 Public Works, as described in the attached "General Conditions for Additions to CSA 12 Facilities".
10. The Applicant shall comply with all other conditions described in a previously issued Engineering Reimbursement Agreement and or as detailed in the attached "General Conditions for Additions to CSA 12 Facilities".

11. Prior to issuance of a final water Will Serve Letter, and prior to provision of water service to the project described above, Applicant shall:
- 1) pay to CSA 12 all remaining applicable CSA 12 connection fees, meter charges, other new service-related fees and/or related expenses established by ordinance and/or as described in the attached ERA; and
 - 2) shall comply with any and all conditions of approval established by the County Planning and Building Department as well as any and all conditions of approval established by the County Planning Commission.

The above CSA 12 conditions shall be effective until December 31, 2028, 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) 781-1574.

Sincerely,



FRANCESCA DEVLIN

Utilities Division Program Manager

Attachment: General Conditions for Additions to CSA 12 Facilities

File: CF 320.490.01

c: Nola Engelskirger, Utilities Division Manager
David Spiegel, Utilities Senior Engineer
David Grim, Development Services Division
Kate Shea, County Planning and Building Department
Young Choi, County Planning and Building Department
County Environmental Health Department

L:\Utilities\2023\February\Conditional Intent To Serve_Weldon.docx.FD.sb

Attachment G

County of San Luis Obispo Negative Declaration & Notice of
Determination

Weldon Parcel Map ED20-179 SUB2015-00070

(Due to file size, we have made this document available on the LAFCO
website at <https://slo.lafco.ca.gov/>)

Attachment H

LAFCO
Proposal
Review of
Factors - GC
56430

Attachment H

LAFCO Proposal Review Factors - Government Code 56430

Sphere of Influence Amendment and Annexation No. 4 to County Service Area 12 (Weldon)

– LAFCO No. 1-R-23

To prepare for the Sphere of Influence (SOI) Amendment for County Service Area 12, the Local Agency Formation Commission (LAFCO) will rely on the Avila Beach Community Plan and the Mitigated Negative Declaration Weldon Parcel Map; ED20-179 SUB2015-00070. Additionally, the Commission as part of this action, will use CSA 12’s latest MSR adopted in August 2017 and provide an updated brief analysis of the seven factors listed in 56430 (a). LAFCO has also analyzed the required SOI factors outlined in gov code section 56425 (e) and provided determinations to be considered and a written statement approved by the Commission. These written statements are provided in the proposal Staff Report dated August 17, 2023.

(1) Growth and population projections for the affected area.

Response. In addition to the analysis conducted through the CSA 12’s 2017 MSR update the following should also be considered as part of this action. The proposed project will create two new residences which will increase the supply of homes in the area leading to negligible population growth. Based on State of California Department of Finance estimates for average household size in the County, this would result in approximately 5 new persons and a <1% increase in the County unincorporated population of 121,133¹. This is in line with County and Local plans to increase housing availability. The proposed project would not result in new jobs in the area that would require new housing. The project does not propose new roads or infrastructure to undeveloped or underdeveloped areas that would indirectly result in population growth. Therefore, no significant impacts would occur.

(2) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

Response. In addition to the analysis conducted through CSA 12’s 2017 MSR update the following should also be considered as part of this action. In summary, a disadvantaged community is defined as a community with an annual median household income (MHI) that is less than 80 percent of the statewide annual median household income of \$84,097². CSA 12 is within the Avila Beach Census Designated Place which had an estimated MHI of \$113,704³. Therefore, the existing SOI and proposed SOI amendment for CSA 12 does not have any disadvantaged communities that have a present and probable need for public facilities and services nor do the areas contiguous to the SOI qualify as a disadvantaged community.

¹ Department of Finance, Population and Housing Estimates for Cities, Counties, and the State, 2020-2023

² US Census, California Median Household Income 2017-2021

³ 2021 American Community Survey 5-Year Estimates

(3) Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

Response. In addition to the analysis conducted through CSA 12's 2017 MSR update, the following should also be considered as part of this action. As stated in the Plan for Services, the owner of the property has a contractual entitlement to receive six-acre feet of water per year from CSA 12, which is considered sufficient to allow build out of the proposed parcels as specified in the plans for the subdivision. The parcel is currently served by a 6" lateral that reduces to a 2" and serves two water meters. No new San Luis Obispo County Utilities infrastructure is required for the subdivision. CSA 12 is willing and able to provide the requested services, subject to terms and conditions of any and all annexation agreements, the Engineering Reimbursement Agreement dated November 1, 2016, and the Conditional Intent to Provide Water letter dated February 8, 2023. The applicant shall design, construct, and install the conveyance mechanisms beyond the aforementioned water meters. The applicant shall accept responsibility for the property's lateral and all infrastructure beyond the water meters.

(4) Financial ability of agencies to provide services.

Response. In addition to the analysis conducted through CSA 12's 2017 MSR update the following should be considered as part of this action. As previously mentioned in response (3), any and all costs associated with provision of water services by CSA 12 after completion and connection of the subject properties to the CSA 12 water system will be paid by the applicant and/or future owners of said properties, and shall include system buy-in fees, and all applicable connections fees for each lot shall be paid in full prior to the provision of water service.

(5) Status of, and opportunities for, shared facilities.

Response. No additional analysis was included to this section of CSA 12's 2017 MSR update.

(6) Accountability for community service needs, including governmental structure and operational efficiencies.

Response. No additional analysis was included to this section of CSA 12's 2017 MSR update.

(7) Any other matter related to effective or efficient service delivery, as required by commission policy.

Response. No additional analysis was included to this section of CSA 12's 2017 MSR update.

Attachment I

LAFCO
Proposal
Review of
Factors -
GC 56668

Attachment I

LAFCO Proposal Review of Factors - Government Code 56668

LAFCO File No. 1-R-23 | Sphere of Influence Amendment and Annexation No. 4 to County Service Area 12 (Weldon)

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 Parcel Map SUB2015-00070 was approved by San Luis Obispo County to subdivide one 177-acre parcel into two parcels of 80.67 and 96.35 acres. The project includes two designated “building envelopes”. Each building envelope can adequately support development of a single-family residence and its allowable accessory uses with the Residential Rural land use category. Based on State of California Department of Finance estimates for average household size in the County, this would result in approximately 5 new persons and a <1% increase in the County unincorporated population of 121,133¹.

Land Area and Land Use:

The annexation area is within the County’s Rural Lands land use category. No zoning changes are proposed.

Per Capita Assessed Valuation:

The total assessed value of the parcels as determined by the County Assessor is \$889,035. The amount of property tax revenue to be transferred between the County of San Luis Obispo and CSA 12 shall be zero. This is due to the fact that water service provided by CSA 12 is financed by connection fees and charges and not by property taxes.

¹ Department of Finance, Population and Housing Estimates for Cities, Counties, and the State, 2020-2023

Topography, Natural Boundaries, and Drainage Basins:

The topography of the parcels is moderate to steeply sloping. The site is characterized by oak woodland, grasses, and shrubs. The project includes a preliminary grading and drainage plan which shows runoff from the buildings will be collected and conveyed to two retention basins where the runoff water will percolate into the ground.

Proximity to Other Populated Areas:

The project site is located at 6226 Ontario Road, approximately 0.5 miles north of community of Avila Beach. The parcels are in a predominately rural area, characterized by expansive lots with few, small structures. Surrounding lots have minimal development or maintain agricultural uses as well as single-family residences. The existing parcels are directly adjacent to a mobile home park.

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

The proposed project will create two new residences which will increase the supply of homes in the area leading to potential, very small population growth. This is in line with County and Local plans to increase housing availability. The project would not result in new jobs in the area that would require new housing. The project does not propose new roads or infrastructure to undeveloped or underdeveloped areas that would indirectly result in population growth. Significant increases in population are not anticipated to occur in this area over the next 10 years.

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

Response.

CSA 12 is a dependent special district and single-purpose agency authorized to provide water service to a large eastern section of Avila Beach and two smaller areas to the north and west of the community. In order for the applicant to proceed with applying for grading or construction permits, the applicant would need to comply with the County's Notice of Final action conditions of approval.

probable effect of the 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.

Condition 14 states the need for the applicant to meet the conditions of the Conditional Intent to Provide Water Service letter form CSA 12 dated March 21, 2020, or the applicable equivalent conditions of any later or revised Conditional Intent to Provide Water Service letters. The new Conditional Intent to Provide Water Service letter, dated February 8, 2023, requires the applicant to request and gain approval for annexation of the project site into CSA 12 from LAFCO.

Initially, the applicant proposed to annex the entirety of the remaining portion of the parcel (~165.65 acres), however, in order to stay consistent with LAFCO Policy 2.4.1 and 2.4.2, which require a demonstrated need for the required services and a logical and reasonable expansion of the district, the applicant revised the application to only include annexation of the areas in which services are needed. The need for services is limited to and can only occur within the building envelopes. The landowner has therefore applied for sphere of influence amendment and annexation of only the building envelopes, which are approximately 1.49 acres and 0.55 acres, into CSA 12 to meet water needs associated with the proposed development of two single family residences. The proposed annexation is consistent with the requirements of Section 56668(b) of state law, and LAFCO policies.

CSA 12 is willing and able to provide the requested services, subject to terms and conditions of any and all annexation agreements, the Engineering Reimbursement Agreement dated November 1, 2016, in interest and the Conditional Intent to Provide Water Service letter dated February 8, 2023.

The present cost and adequacy of governmental services and controls in the area are the County's responsibility. As mentioned in the County Public Works Plan for Services memo dated June 8, 2023, the cost of all services for the subject annexation will be paid by the applicant in accordance with CSA 12's existing fee structure per the terms and conditions of the Engineering Reimbursement Agreement dated November 1, 2016. All costs associated with the design, inspection, plan check, and review and

	<p>construction inspection by CSA 12 staff will be paid by the applicant. Any and all costs associated with provision of water services by CSA 12 after completion and connection of the subject properties to the CSA 12 water 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 water service.</p>
<p>Factor (c)</p> <p>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.</p>	<p>Response.</p> <p>The proposed action would allow the 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 CSA 12’s service area for water service only. The project site is located within two “building envelopes” for future development of single-family residences. The eventual impact could be a small increase of population for the CSA.</p>
<p>Factor (d)</p> <p>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.</p>	<p>Response.</p> <p>The 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 Provide Water Service letter demonstrate that the project would result in orderly and efficient development of the area and potential impacts would be mitigated accordingly.</p>

Factor (e)

The effect of the proposal on maintaining the physical and economic **integrity of agricultural lands**, as defined by Section 56016.

Response.

The annexation area does not include land within the Agriculture land use designation or land subject to a Williamson Act contract. There are soils elsewhere on the site classified as Prime Farmland, however development in the proposed annexation area (the two building envelopes) will not result in impacts to soils designated as Prime Farmland. Therefore, the project would not result in a conflict with existing zoning for agricultural use or a Williamson Act contract and no impacts would occur.

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 boundaries of the proposed annexation are known and definite as per the map and legal descriptions provided and included in this report.

Factor (g)

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

Response.

The 2023 SLOCOG Regional Transportation Plan (RTP) was adopted pursuant to requirements of Californian Government Code section 65080. The closest highway to the annexation area is U.S. Highway 101 which is included in the RTP as a priority area.

U.S. 101 is the most important highway in the region. Major concerns for the future of the South County subregion include increased congestion and delays and a physically constrained right of way that offers limited room for expansion. The route provides connections to major recreational travel destinations in beach communities, giving rise to seasonal variations in traffic and heavy Friday and weekend recreational traffic. Weekday peak period

	<p>congestion is attributed primarily to commuters driving to and from work in the City of San Luis Obispo or northern Santa Barbara County. Key highway improvements on U.S. 101 to improve traffic flow and support housing production are expected to be constructed by 2028. No significant transportation related impacts are expected to occur as a result of this project.</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 applicable county general and specific plans because it complies with applicable area plan standards and is being subdivided in a consistent manner with the Rural Lands land use category.</p> <p>After all conditions of approval placed by the Subdivision Review Board (documented in the Notice of Final Action letter dated December 15, 2020) have been met, the proposal will be consistent with the County's General Plan.</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 Weldon annexation area is currently outside of CSA 12's SOI. Prior to the annexation, the SOI must be amended to include the subject territory. To amend a local agency's SOI, the CKH act requires five specific determinations to be considered by LAFCO per gov code section 56425. These five determinations can be found beginning on Page 5 of the staff report. Based on the information, application, studies, and documents provided and approved by the County, the SOI Amendment for CSA 12 is recommended to include the proposed Weldon annexation area.</p>

<p>Factor (j)</p> <p>The comments of any affected local agency or other public agency.</p>	<p>Response.</p> <p>None.</p>
<p>Factor (k)</p> <p>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.</p>	<p>Response.</p> <p>CSA 12 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, the Engineering Reimbursement Agreement dated November 1, 2016, in interest and the Conditional Intent to Provide Water letter dated February 8, 2023. This is also documented in the County Department of Public Works' Plan for Services document included as Attachment F.</p> <p>The cost of all services for the subject annexation will be paid by the Applicant in accordance with CSA 12's existing fee structure and per the terms and conditions of the above referenced Engineering Reimbursement Agreement dated November 1, 2016. All costs associated with the design, inspection, plan check, and review and construction inspection by CSA 12 staff will be paid by the Applicant. Any and all costs associated with provision of water services by CSA 12 after completion and connection of the subject properties to the CSA 12 water 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 water service.</p>

<p>Factor (l)</p> <p>Timely availability of water supplies adequate for projected needs as specified in Section 65352.5.</p>	<p>Response.</p> <p>Zone 3, which manages the Lopez Water Project, provides surface water supplies to the Cities of Arroyo Grande, Pismo Beach, and Grover Beach; Oceano CSD, and CSA 12. CSA 12 is a single-purpose agency authorized to provide water service only, and subcontracts Zone 3 water to Avila Beach CSD, Port San Luis Harbor District, Avila Valley Mutual Water Company, and residential property owners located in the Avila Beach Region. CSA 12 and the San Luis Obispo County Flood Control and Water Conservation District entered into a water supply contract, dated November 21, 1966, which gives CSA 12 an entitlement to 337 acre-feet of water annually from the Lopez Reservoir. Currently, all water in the Zone 3 system and subsequently in CSA 12 is spoken for. The owner of the property has a contractual entitlement (Attachment F) to receive six AFY or 1.78 percent of CSA 12's annual entitlement of water.</p>
<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>As stated in the Notice of Final Action letter Condition of Approval #25, dated December 15, 2020, subsequent residential development is subject to the inclusionary housing fee pursuant to Section 22.12.080.C.3.a and D.2. As an alternative, prior to filing the final parcel or tract map, the applicant may enter into an inclusionary housing agreement to ensure the construction of inclusionary housing unit(s), in conformance with Section 22.12.080.</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 received one public comment from a concerned resident and landowner of property within 300ft of the Weldon Annexation. Their email is included in Attachment J and in summary their concerns related to drainage. As concluded in the MND, the proposed project includes a preliminary grading and drainage plan which shows runoff from the developments</p>

	<p>will be collected and conveyed to two retention basins where the runoff water will percolate into the ground and be retained on the project site. No off-site drainage impacts are expected to occur.</p>
<p>Factor (o)</p> <p>Any information relating to existing land use designations.</p>	<p>Response.</p> <p>The annexation area is within the County’s Rural Lands land use category. No zoning changes are proposed.</p>
<p>Factor (p)</p> <p>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.</p>	<p>Response.</p> <p>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.</p>
<p>Factor (q)</p> <p>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</p>	<p>Response.</p> <p>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.</p> <p>The Safety Element of the General Plan for the County of</p>

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)

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 “Very High” 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. Based on the County’s fire response time map, it will take approximately 10 to 15 minutes to respond to a call regarding fire or life safety.

The project is designed in accordance with State adopted fire safety standards and would be required to adhere to a project specific fire safety plan, as described in Condition #32 of the Notice of Final Action (Attachment D). These measures will ensure that no people or structures are either directly or indirectly exposed to a significant risk of loss, injury, or death involving wildland fires. Therefore, impacts would be less than significant.

Attachment J

Public
Comment

From: [Gladys Porter](#)
To: [Morgan Bing](#)
Subject: 6226 Ontario Rd Developement
Date: Sunday, August 6, 2023 12:18:21 PM

To whom it may concern.

I want to address the fact that when it rains, water from that hilly property flows across the drive of Castillo Rd to access the culvert under Ontario & 101, eroding the road quite a bit.

If it rains substantially, there is also a strong sewage smell in that drainage.

Is there any way to install a culvert across the entrance to Castillo Rd /Ontario Rd?

Yours,
Gladys Porter. 320 Castillo Rd
Landowner 076-241-013