



City Council
REVISED AGENDA

Tuesday, April 1, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

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INSTRUCTIONS FOR PUBLIC COMMENT:

Public Comment prior to the meeting (must be received 3 hours in advance of the meeting):

Mail - Delivered by the U.S. Postal Service. Address letters to the City Clerk's Office at 990 Palm Street, San Luis Obispo, California, 93401.

Email - Submit Public Comments via email to emailcouncil@slocity.org. In the body of your email, please include the date of the meeting and the item number (if applicable). Emails *will not* be read aloud during the meeting.

Voicemail - Call (805) 781-7164 and leave a voicemail. Please state and spell your name, the agenda item number you are calling about, and leave your comment. Verbal comments must be limited to 3 minutes. Voicemails *will not* be played during the meeting.

**All correspondence will be archived and distributed to councilmembers, however, submissions received after the deadline may not be processed until the following day.*

Public Comment during the meeting:

Meetings are held in-person. To provide public comment during the meeting, you must be present at the meeting location.

Electronic Visual Aid Presentation. To conform with the City's Network Access and Use Policy, Chapter 1.3.8 of the [Council Policies & Procedures Manual](#), members of the public who desire to utilize electronic visual aids to supplement their oral presentation must provide display-ready material to the City Clerk by 12:00 p.m. on the day of the meeting. Contact the City Clerk's Office at cityclerk@slocity.org or (805) 781-7114.

1. CLOSED SESSION (4:00 - 4:30 PM)**1.a CALL TO ORDER**

Mayor Erica A. Stewart will call the Closed Session of the San Luis Obispo City Council to order at 4:00 p.m. in Conference Room 6 at City Hall, 990 Palm Street, San Luis Obispo.

1.b PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

Public Comment will only be accepted for items listed on the Closed Session agenda.

1.c CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of California Government Code Section 54956.9. No. of potential cases: One.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of California Government Code Section 54956.9: No. of potential cases: One.

The facts and circumstances related to the exposure to litigation and consideration of initiation of litigation are as set forth in claims against the City by Righetti NC, LLC, received March 13, 2023, and December 12, 2024, and the City's response thereto dated August 7, 2023.

1.d ADJOURNMENT

The City Council will hold a Regular Meeting on April 1, 2025 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

2. ANNUAL ADVISORY BODY RECOGNITION (4:30 - 5:30 PM)

Beginning at 4:30 p.m., the Mayor and City Council will recognize Advisory Body members for their service to the City of San Luis Obispo.

3. REGULAR MEETING CALL TO ORDER (5:30 PM)

Mayor Erica A. Stewart will call the Regular Meeting of the San Luis Obispo City Council to order.

4. PLEDGE OF ALLEGIANCE

Council Member Jan Marx will lead the Council in the Pledge of Allegiance.

5. PRESENTATIONS

5.a MONTH OF THE CHILD & CHILD ABUSE PREVENTION MONTH PROCLAMATION

Mayor Stewart will present a proclamation declaring the month of April as "Month of the Child" and "Child Abuse Prevention Month".

5.b SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

Mayor Stewart will present a proclamation declaring the month of April as "Sexual Assault Awareness Month".

***5.c AUTISM AWARENESS MONTH PROCLAMATION**

Mayor Stewart will present a proclamation declaring the month of April as "Autism Awareness Month".

5.d CITY MANAGER REPORT

Receive a brief report from City Manager Whitney McDonald.

6. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Not to exceed 15 minutes. The Council welcomes your input. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). Staff may be asked to follow up on such items.

7. CONSENT AGENDA

Not to exceed 15 minutes. Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon at one time. A member of the public may request the Council to pull an item for discussion. Pulled items shall be heard at the close of the Consent Agenda unless a majority of the Council chooses another time. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

Recommendation:

To approve Consent Calendar Items 7a to 7g.

7.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Recommendation:

Waive reading of all resolutions and ordinances as appropriate.

7.b MINUTES REVIEW - MARCH 18, 2025 COUNCIL MINUTES

11

Recommendation:

Approve the minutes of the City Council meeting held on March 18, 2025.

7.c 2025 ANNUAL APPOINTMENTS TO CITY ADVISORY BODIES

17

Recommendation:

As recommended by the Council Liaison Subcommittees, make appointments to the City of San Luis Obispo's advisory bodies and continue to recruit for any unfilled vacant positions.

7.d 2024 GENERAL PLAN ANNUAL REPORT

23

Recommendation:

As recommended by the Planning Commission, receive and file the 2024 General Plan Annual Report.

7.e SECOND READING AND ADOPTION OF ORDINANCE NO. 1743 (2025 SERIES) AMENDING TITLE 16 (SUBDIVISION REGULATIONS) AND TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE

103

Recommendation:

Adopt Ordinance No. 1743 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, approving an update to the City’s Subdivision Regulations (Title 16) and Zoning Regulations (Title 17) to implement State Legislative Updates on Accessory and Junior Accessory Dwelling Units and Urban Lot Splits; and an Update to the City’s Zoning Regulations (Title 17) to Provide Clarifications to Regulations for Affordable Housing Projects with an Exemption from Environmental Review (CEQA).”

7.f SECOND READING OF ORDINANCE NO. 1744 (2025 SERIES) RESTATING THE CITY’S EXISTING SOLID WASTE, RECYCLING, AND ORGANICS FRANCHISE AGREEMENTS WITH SAN LUIS GARBAGE COMPANY AND ORDINANCE NO. 1745 (2025 SERIES) AMENDING SLOMC SECTION 8.04.070

129

Recommendation:

1. Adopt Ordinance No. 1744 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, restating its existing franchise agreements with San Luis Garbage Company into one Discarded Materials Agreement”; and
2. Adopt Ordinance No. 1745 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, amending Section 8.04.070 (Use of Disposal Service Mandatory – Collection Charges) of the Municipal Code modifying the process of collecting delinquent solid waste collection and disposal accounts.”

7.g FISCAL YEAR 2024–25 SAN LUIS OBISPO COUNTY INTEGRATED
WASTE MANAGEMENT AUTHORITY TECHNICAL ASSISTANCE
GRANT APPLICATION

225

Recommendation:

1. Authorize the Utilities Department to apply for the Fiscal Year 2024-2025 Integrated Waste Management Authority Technical Assistance Grant in the amount of \$10,000; and
2. If the grant is awarded, authorize the Utilities Director, or their designee, to execute necessary grant documents and direct the appropriation of monies to the accounts required to administer the grant.

8. PUBLIC HEARING AND BUSINESS ITEMS

8.a REVIEW OF AN INITIATION OF A GENERAL PLAN AMENDMENT, REZONE, AND ANNEXATION TO FACILITATE BROADSTONE VILLAGE, A PHASED RESIDENTIAL DEVELOPMENT PROJECT, AT 12500 AND 12501 LOS OSOS VALLEY ROAD (Estimated Time: 60 minutes)

Recommendation:

City staff recommends the following actions for consideration by the City Council:

1. Review the General Plan Amendment, Rezone, and Annexation applications for overall consistency with policy direction in the General Plan; and
2. Direct staff to proceed with processing all applications to facilitate the Broadstone Village project (i.e., construction of 208 senior housing units, 201 multifamily units; bypass road, a Bob Jones Trail extension, and supporting site improvements); and
3. Confirm staff's recommendation that funding strategies for the construction and maintenance of the bypass road be developed during the review process with the understanding that general fund contributions to its construction would not be provided (associated with the Annexation application); and
4. Provide direction on issue areas related to the overall number of residential units proposed and the possible inclusion of affordable units as part of the project scope (associated with the General Plan Amendment and Rezone applications).

8.b REVIEW OF PROPOSED CIRCULATION MODIFICATIONS TO THE PREVIOUSLY APPROVED 600 TANK FARM ROAD PROJECT, AND ASSOCIATED ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (Estimated Time: 60 minutes)

Recommendation:

As recommended by the Planning Commission, adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving the proposed Circulation and Condition Modifications for the previously approved 600 Tank Farm Road Project and approve the associated Addendum to the Certified Final Environmental Impact Report as represented in the City Council Agenda Report and attachments dated April 1, 2025 (MOD-0753-2024)” to:

1. Approve a modification to conditions of approval related to revised offsite public circulation improvements for the previously approved 600 Tank Farm Road project; and
2. Approve an Addendum to the previously certified Final Environmental Impact Report (FEIR) for the 600 Tank Farm Road project, pursuant to the California Environmental Quality Act (CEQA).

9. LIAISON REPORTS AND COMMUNICATIONS

Not to exceed 15 minutes. Council Members report on subcommittee assignments, listed below, and other City activities. At this time, any Council Member or the City Manager may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may provide a reference to staff or other resources for factual information, request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov. Code Sec. 54954.2)

Mayor Stewart	Vice Mayor Shoresman	Council Member Boswell	Council Member Francis	Council Member Marx
SLO Council of Governments	Zone 9 Advisory Committee	Airport Land Use	Nacimiento Water Project	Air Pollution Control District
Regional Economic Action Coalition	Downtown Association Board	SLO Climate Coalition	Community Action Partnership	Integrated Waste Management Authority
CA Men's Colony Advisory Committee	Homeless Services Oversight Committee	Local Agency Formation Commission		County Water Resources Advisory Committee
Performing Arts Center Commission	CP Campus Planning Committee			
SLO Regional Transit Authority				
Visit SLO County Advisory Committee				
Central Coast Clean Energy				

10. ADJOURNMENT

The City Council will hold their annual Retreat on Friday, April 4, 2025 at 8:30 a.m. in the City/County Library Conference Room, 995 Palm Street, San Luis Obispo. Additionally, a Special Closed Session will be held on Tuesday, April 8, 2025 at 5:30 p.m. in the Council Hearing Room at City Hall. The next Regular Meeting of the City Council will be held on April 15, 2025 with Closed Session at 4:30 p.m. in the Council Hearing Room and the Regular Meeting at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

LISTENING ASSISTIVE DEVICES for the hearing impaired - see the Clerk.

The City of San Luis Obispo wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (805) 781-7114 at least 48 hours before the meeting, if possible. Telecommunications Device for the Deaf (805) 781-7410.

City Council meetings are televised live on Charter Channel 20 and the City's YouTube Channel: www.youtube.com/CityofSanLuisObispo. Agenda related writings or documents provided to the City Council are available for public inspection in the City Clerk's Office located at 990 Palm Street, San Luis Obispo, California during normal business hours, and on the City's website <https://www.slocity.org/government/mayor-and-city-council/agendas-and-minutes>. Persons with questions concerning any agenda item may call the City Clerk's Office at (805) 781-7114.



Council Minutes

March 18, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

Council Members Present: Council Member Mike Boswell, Council Member Emily Francis, Council Member Jan Marx, Vice Mayor Michelle Shoresman, Mayor Erica A. Stewart

City Staff Present: Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CALL TO ORDER

A Regular Meeting of the San Luis Obispo City Council was called to order on March 18, 2025 at 5:30 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

2. PLEDGE OF ALLEGIANCE

Mayor Erica A. Stewart led the Council in the Pledge of Allegiance.

3. PRESENTATIONS

3.a HOLY MONTH OF RAMADAN PROCLAMATION

Mayor Stewart presented a proclamation declaring the month of March as the "Holy Month of Ramadan" to Dr. Hisham Assal on behalf of the Islamic Society of San Luis Obispo County.

3.b CITY MANAGER REPORT

Assistant City Manager Scott Collins provided a report on upcoming projects.

4. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:

None

--End of Public Comment--

5. CONSENT AGENDA

Public Comment:

None

--End of Public Comment--

Motion By Council Member Francis

Second By Vice Mayor Shoresman

To approve Consent Calendar Items 5a to 5g.

Ayes (5): Council Member Boswell, Council Member Francis, Council Member Marx, Vice Mayor Shoresman, and Mayor Stewart

CARRIED (5 to 0)

5.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Waive reading of all resolutions and ordinances as appropriate.

5.b MINUTES REVIEW - FEBRUARY 25, 2025 AND MARCH 4, 2025
COUNCIL MINUTES

Approve the following minutes of the City Council

- February 25, 2025 - Special Meeting
- March 4, 2025 - Regular Meeting

5.c AWARD CONTRACT TO ALEXANDER'S CONTRACT SERVICES INC.
FOR CONTRACT METER READING SERVICES

Award a three-year contract to Alexander's Contract Services Inc. for contract utilities meter reading services in an amount not to exceed \$243,780 per year.

5.d ADOPTION OF SLO TRANSIT'S FY 2024-25 PUBLIC
TRANSPORTATION AGENCY SAFETY PLAN

1. Adopt Resolution No. 11550 (2025 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, adopting San Luis Obispo (SLO) Transit's Fiscal Year 2024-25 Public Transportation Agency Safety Plan"; and
2. Authorize SLO Transit's Accountable Executive, City Manager, to sign the finalized version of the FY 2024-25 Public Transportation Agency Safety Plan; and
3. Authorize the City Manager to execute the FY 2024-25 Certifications and Assurances and any other required documents for Federal Transit Administration Grants and Cooperative Agreements.

5.e AUTHORIZATION TO ADVERTISE FOR BIDS FOR 1166 HIGUERA BUILDING DEMOLITION, SPECIFICATION NO. 2001066B

1. Approve the project plans and special provisions for 1166 Higuera Street Demolition, Specification Number 2001066B; and
2. Authorize staff to advertise for bids; and
3. Authorize the City Manager to award the construction contract pursuant to Section 3.24.190 of the Municipal Code for the bid total, if the lowest responsible bid is within the Engineer's Estimate of \$305,000; and
4. Approve a transfer of \$205,000 from the Parking Structure Capital Account (2001030) to the project account (2001066); and
5. Authorize the City Engineer to approve Contract Change Orders up to available project budget and up to any amended budget subsequently approved by the City Manager up to \$200,000.

5.f AUTHORIZE SUSPENSION OF ENFORCEMENT OF BUSINESS LICENSE REQUIREMENT FOR LOCAL ARTISTS PARTICIPATING IN THE CITY'S BOX ART PROGRAM

Adopt Resolution No. 11551 (2025 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing suspension of enforcement of business license requirement for local artists participating in the City's Box Art program."

5.g AUTHORIZATION TO PURCHASE A GRANT FUNDED ELECTRIC POLICE MOTORCYCLE

Authorize the Police Department, working in conjunction with Public Work's Fleet Division, to purchase an electric police motorcycle as a fleet addition, using funds from the Office of Traffic Safety Grant.

6. PUBLIC HEARING AND BUSINESS ITEMS

6.a INTRODUCTION OF ORDINANCES TO RESTATE THE CITY'S EXISTING SOLID WASTE, RECYCLING, AND ORGANICS FRANCHISE AGREEMENTS WITH SAN LUIS GARBAGE COMPANY AND AMEND SECTION 8.04.070 OF THE MUNICIPAL CODE

Utilities Director Aaron Floyd and Solid Waste and Recycling Program Manager Meg Buckingham provided an in-depth staff report and responded to Council questions.

Public Comments:

None

---End of Public Comment---

Motion By Council Member Marx
Second By Council Member Francis

1. Introduce Ordinance No. 1744 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, restating its existing franchise agreements with San Luis Garbage Company into one Discarded Materials Agreement”; and
2. Introduce Ordinance No. 1745 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, amending Section 8.04.070 (Use of Disposal Service Mandatory – Collection Charges) of the Municipal Code modifying the process of collecting delinquent solid waste collection and disposal accounts.”

Ayes (5): Council Member Boswell, Council Member Francis, Council Member Marx, Vice Mayor Shoresman, and Mayor Stewart

CARRIED (5 to 0)

6.b 2025 INTEGRATED SOLID WASTE RATES (Estimated Time: 30 minutes)

Utilities Director Aaron Floyd and Solid Waste and Recycling Program Manager Meg Buckingham provided an in-depth staff report and responded to Council questions.

Public Comments:

Rachel Whalen

---End of Public Comment---

Motion By Council Member Francis
Second By Vice Mayor Shoresman

Adopt Resolution No. 11552 (2025 Series) entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, establishing 2025 Integrated Solid Waste Rates”, provided there is not a majority protest received against such increase.

Ayes (5): Council Member Boswell, Council Member Francis, Council Member Marx, Vice Mayor Shoresman, and Mayor Stewart

CARRIED (5 to 0)

7. LIAISON REPORTS AND COMMUNICATIONS

Mayor Stewart

- SLO Council of Governments (SLOCOG) - reported on the March 5th SLOCOG meeting.
- SLO Regional Transit Authority (SLORTA) - reported on the March 5th RTA meeting.
- Central Coast Clean Energy - announced that there will be an open house on Wednesday, March 19th, at the 3CE office at 1026 Palm Street in SLO.
- Attended the Cal Cities Channel Counties Dinner in Goleta on March 14th.
- Participated on a Women in Business panel on March 7th.
- Spoke at the International Women's Day event on March 8th.

Vice Mayor Shoresman

- Homeless Services Oversight Committee - will be attending the strategic planning session on Wednesday, March 19th.
- Attended the Cal Cities Channel Counties Dinner in Goleta on March 14th.
- Attended the SLO Chamber Housing Summit on March 13th.

Council Member Boswell

- SLO Climate Coalition - attended the meeting on March 10th.

Council Member Francis

- Nacimiento Water Project - attended the March 13th meeting.
- Community Action Partnership (CAP) - announced there will be a Strategic Visioning meeting on March 19th.
- Attended the Cal Cities Channel Counties Dinner in Goleta on March 14th.

Council Member Marx

- Integrated Waste Management Authority (IWMA) - attended the March 12th meeting.
- Attended the SLO REP donors' reception.
- Attended the SLO Chamber Housing Summit on March 13th.
- Attended the Cal Cities Channel Counties Dinner in Goleta on March 14th.

8. ADJOURNMENT

The meeting was adjourned at 7:20 p.m. The next City Council Meeting is scheduled for April 1, 2025 with Closed Session from 4:00 - 4:30 p.m. in the Conference Room 6, the Annual Advisory Body Recognition event from 4:30 - 5:30 p.m. in Council Chambers, then the Regular Meeting will begin at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/2025



Department: City Clerk
Cost Center: 1021
For Agenda of: 4/1/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Megan Wilbanks, Deputy City Clerk

SUBJECT: 2025 ANNUAL APPOINTMENTS TO CITY ADVISORY BODIES

RECOMMENDATION

As recommended by the Council Liaison Subcommittees, make appointments to the City of San Luis Obispo's (City) advisory bodies as set forth below and continue to recruit for any unfilled vacant positions.

POLICY CONTEXT

The [Advisory Body Handbook](#) outlines the recruitment procedures, membership requirements, and term limits for City advisory bodies. Also contained in the Advisory Body Handbook are the bylaws for all advisory bodies, some of which include additional membership requirements. Additionally, the [City Council Policies and Procedures Manual](#), describes the "Appointment Procedure" and "Process" for Advisory Body appointments. Recruitment and appointment recommendations were performed in conformance with all recruitment procedures, processes, and bylaws found in these resources.

California Government Code Section 54972, Local Appointments List (Maddy Act) requires that on or before December 31st of each year, each legislative body shall prepare an appointments list for their boards, commissions, and committees whose members serve at the pleasure of the legislative body. This obligation was met and is on-going.

DISCUSSION

The City has a long history of involving its residents and community members in the business of City government. Holding a position on an advisory body provides an opportunity for those interested to participate in the governing of their community under guidelines and procedures established by Council. The City recruits annually to fill scheduled vacancies, making new appointments each March to fill terms that typically commence on April 1st of each year. Recruitment for unscheduled vacancies is done as needed, but is consolidated with the annual recruitment whenever possible.

This year, the City recruited to fill 33 scheduled and unscheduled citizen Advisory Body positions for the annual recruitment effort. The recruitment was conducted between November 18, 2024, and January 26, 2025, and a total of 104 applications were received. Council Liaison Subcommittees reviewed applications and conducted interviews between February and March of 2025. The following recommendations will fill 32 positions on the Advisory Bodies. Recruitment for the remaining vacancy continues as noted.

Note that no vacancies or term conclusions currently exist for the Area Authority on Ageing or Citizens' Transportation Advisory Committee. Therefore, no recruitment was held for these Advisory Bodies during this annual recruitment.

Council Liaison Subcommittee Recommendations

Active Transportation Committee

Appoint Russell Mills and Francine Levin to four-year terms commencing April 1, 2025, and expiring March 31, 2029. Additionally, appoint Tyler Coari to assume an unscheduled vacancy with a term expiring March 31, 2027.

Administrative Review Board

Appoint Alex Karlin to a three-year term commencing April 1, 2025, and expiring March 31, 2028. Note, one position on this 3-member Board remains vacant.

Architectural Review Commission

Appoint Kyle Bell and Mick Atkins to four-year terms commencing April 1, 2025, and expiring March 31, 2029.

Citizens' Revenue Enhancement Oversight Commission

Appoint Anthony Bozzano and Trent Johnson to three-year terms commencing July 1, 2025, and expiring June 30, 2028.

Construction Board of Appeals

Appoint Gresham Eckrich, Aisling Burke, Craig Smith, and Denise Martinez to four-year terms commencing April 1, 2025, and expiring March 31, 2029. Aisling Burke and Craig Smith will serve as the Physically Disabled Community Representatives.

Cultural Heritage Committee

Appoint Sabin Gray and David Blakely to four-year terms commencing April 1, 2025, and expiring March 31, 2029.

Housing Authority Board

Appoint Charles Crotser as the At-Large Representative to a four-year term commencing April 1, 2025, and expiring March 31, 2029. Additionally, appoint Geraldine Clemens as the Senior Tenant Representative and Nancy Welsh as the Tenant Representative, both to two-year terms commencing April 1, 2025, and expiring March 31, 2027.

Human Relations Commission

Appoint Esmerelda Parker to a four-year term commencing April 1, 2025, and expiring March 31, 2029.

Investment Oversight Committee

Appoint Anni Wang to a four-year term commencing April 1, 2025, and expiring March 31, 2029.

Mass Transportation Committee

Appoint Michaela Crampton as the Technical Planning Representative to a four-year term commencing April 1, 2025, and expiring March 31, 2029. Additionally, appoint Delaney Ginn as the Cal Poly ASI Representative to assume a two-year term, expiring March 31, 2027.

Personnel Board

Appoint Calvin Stevens and Jill LeMieux to four-year terms commencing April 1, 2025, and expiring March 31, 2029.

Planning Commission

Appoint Justin Cooley and Dave Houghton to four-year terms commencing April 1, 2025, and expiring March 31, 2029.

Promotional Coordinating Committee

Appoint Robin Wolf to a four-year term commencing April 1, 2025, and expiring March 31, 2029. Additionally, appoint Dan Fredman to assume an unscheduled vacancy with a term expiring March 31, 2026.

Parks and Recreation Commission

Appoint Desire Lance to a four-year term commencing April 1, 2025, and expiring March 31, 2029.

Tourism Business Improvement District Board

Appoint Prashant Patel and Dante Specchierla to four-year terms commencing April 1, 2025, and expiring March 31, 2029. Additionally, appoint Christine Nelson to assume an unscheduled vacancy with a term expiring March 31, 2027.

Tree Committee

Appoint Daniel Canella, Emily Rosten, and Dan Shinn to four-year terms commencing April 1, 2025, and expiring March 31, 2029.

Zone 9 Advisory Committee

Appoint Wyatt Banker-Hix to a four-year term as the Staff Alternate, commencing April 1, 2025, and expiring March 31, 2029.

Applications of those who were unsuccessful in this process will be kept on file for the next full year and they will be notified of any subsequent vacancies. However, advertisement of any unscheduled vacancy will be made in accordance with statutory requirements and all applicants will be considered for the vacancy.

Public Engagement

Notices that the City was accepting applications for the above listed Advisory Bodies were placed on the City’s website and “e-notification” service, listed in the annual Local Appointments List (Maddy Act Notice – GC 54972) on the City Website and City Information kiosk, and distributed via City social media outlets.

CONCURRENCE

As presented in the recommendations, the various City Council sub-committees for the Advisory Bodies are in concurrence with the stated recommendations along with the City Clerk’s office, who coordinated and organized the process.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2025-26

Funding Identified: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	N/A	N/A	N/A	N/A

There is no fiscal impact for the appointment of the above Advisory Body members. Administration of the process is considered in the City Clerk’s annual budget and compensation for Architectural Review Commission (ARC) and Planning Commission (PC) is included in the adopted budget for the Community Development Department.

ALTERNATIVES

Council could make changes to the recommended appointments or direct staff to re-open recruitment for additional candidates.

ATTACHMENTS

All applications are available for public review by request in the Office of the City Clerk, which can be reached at (805) 781-7114 or cityclerk@slocity.org.



Council Agenda Correspondence

DATE: April 1, 2025

TO: Mayor and Council

FROM: Timmi Tway, Community Development Director
Prepared By: David Amini, Housing Coordinator

VIA: Whitney McDonald, City Manager

SUBJECT: ITEM 7D - 2024 GENERAL PLAN ANNUAL REPORT

Staff is issuing this agenda correspondence to correct the figures provided in Table 5 – Residential Growth Rates, and Table 7 – Progress Towards 6th Cycle Quantified Objectives, 2019-2028. The corrected tables can be found below. The final edition of the GPAR will incorporate these corrections before final filing on the City’s website and with HCD.

Table 5 – Residential Growth Rates, 2015-2024

Calendar Year Period	New Units	Average Annual Growth Rate	Total Units in the City in 2024	LUE Estimated Units in 2024 (1% Growth)
2024	342*	1.03%	23,156*	23,096
2015 - 2024	3,173*			

Source: 2024 Building Permits finalized, Community Development Department
 *These totals exclude deed-restricted affordable units, accessory dwelling units (ADUs), and new dwellings in the Downtown Commercial (C-D) Zone. The all-encompassing unit total in 2024 was 23,984 units.

From 2015 to 2024, the City granted occupancy to 3,173 newly constructed residential units (also accounting for the 46 units that were demolished between 2015 and 2024). Of the 3,173 units constructed between 2015-2024, 2,348 units were subject to growth management limitations. Of the units exempt from the growth management ordinance, 390 units were deed restricted for affordable housing, 413 units were Accessory Dwelling Units or Junior Accessory Dwelling Units, and 24 units were located within the Downtown Commercial (C-D) zone. As of 2024, there are a total of 23,156 residential units subject to the growth management ordinance within the City (as identified in **Table 5** above), where the 2015 LUE estimated 23,096 units for 2024.

Table 7 - Progress Towards 6th Cycle Quantified Objectives, 2019-2028

Income Level (% of County Median Income)		6th Cycle RHNA Allocation	Building Permitted Units Issued by Affordability						Total Units by Income Level	Total Units Remaining by Income Level		
			Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Years 6 – 10 (2024 - 2028)				
Extremely Low	Deed Restricted	825	0	0	14	36	0	123	173	500		
	Non-Deed Restricted		0	0	0	0	0	0	0			
Very Low	Deed Restricted		0	14	42	14	22	60	152			
	Non-Deed Restricted		0	0	0	0	0	0	0			
Low	Deed Restricted	520	6	0	36	21	5	15	83	263		
	Non-Deed Restricted		0	30	46	50	0	48	174			
Moderate	Deed Restricted		603	8	5	9	2	4	13		41	519
	Non-Deed Restricted			0	0	0	0	43	0		43	
Above Moderate		1,406		523	416	472	439	293	190	2,333	0	
Total Units		3,354		537	465	619	562	367	442	2,992		
								Total Remaining for RHNA Period:	1,282			

Source: Community Development Department, Building Permits Issued, 2024

The City has met its total allocation for “Above Moderate” housing units. This leaves 1,282 affordable units needed to meet the 6th Cycle RHNA allocation by the end of the 2028 calendar year. Of the remaining allocation, 39% of the units must be reserved for Very Low and Extremely Low Incomes, 21% for Low Incomes, and 40% for Moderate Incomes.



Department: Community Development
Cost Center: 4006
For Agenda of: 4/1/2025
Placement: Consent
Estimated Time: N/A

FROM: Timmi Tway, Community Development Director
Prepared By: Ethan Estrada, Assistant Planner

SUBJECT: 2024 GENERAL PLAN ANNUAL REPORT

RECOMMENDATION

As recommended by the Planning Commission, receive and file the 2024 General Plan Annual Report.

POLICY CONTEXT

According to the General Plan Land Use Element Policy 11.3, the City shall prepare an annual report on the status of the General Plan, which is to include the following items:

- A. A summary of private development activity and a brief analysis of how it helped achieve General Plan goals;
- B. A summary of major public projects and a brief analysis of how they contributed to achieving General Plan goals;
- C. An overview of programs, and recommendations on any new approaches that may be necessary;
- D. A status report for each General Plan program scheduled to be worked on during that year, including discussion of whether that program realization is progressing on schedule, and recommendations for how it could better be kept on schedule if it is falling behind schedule;
- E. A status report on how the City is progressing with implementing its open space preservation policies and programs; and,
- F. Updated population or other information deemed important for the Plan.

In addition, all jurisdictions are required to provide the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) with separate General Plan Annual Reports in April, per Government Code Sections 65400 and 65700. The annual report shall include the progress in meeting the city's share of regional housing need allocation (RHNA) for above moderate income, moderate income, lower income, very low income and extremely low income households and local efforts to remove governmental constraints to the provision of housing.

REPORT-IN-BRIEF

The 2024 General Plan Annual report (Attachment A) is required by state law to be submitted to state agencies in April each year and provides an opportunity to review the status of the City’s implementation of General Plan policies and programs. The report includes highlights of the City’s prioritized policies and programs to support housing production and other building trends, progress in homelessness response, and project highlights for transportation and capital projects, as well as public safety services and open space protection.

DISCUSSION

Background

California Government Code Section 65400 requires cities to submit an annual report on the status of their [General Plan](#) and progress in its implementation to their legislative body (City Council), the Governor’s Office of Planning and Research, and the California Department of Housing and Community Development. Prior to submittal to the state, the annual report must be presented to the City Council for review and acceptance. Previous General Plan Annual Reports can be found at [this website](#). The Housing Element portion of the annual report shall include the city’s RHNA progress described above and housing production applications, completions, demolitions, as well as measures the city takes to remove housing barriers.

The GPAR is strictly a reporting document and does not create or modify any City goals, policies or programs found within the General Plan.

Report Organization

The General Plan is a comprehensive statement of the City’s goals and guides the use and protection of various resources to achieve them. It consists of numerous policies covering a range of City activities, including the creation and/or maintenance of public programs, guidelines on land use and development standards, and more. The General Plan Annual Report (GPAR) is an opportunity for the City to review how well the Plan continues to meet its goals. It also provides an opportunity to review how well programs identified by the Plan are being implemented, and to determine if they are still relevant to City goals and policies. Additionally, assessment of the implementation of the General Plan informs the City Council about programs and projects that might be initiated as the City develops a new financial plan.

The 2024 GPAR is organized around the following key implementation areas:

- Planning and Building Activity
- Residential Growth
- Non-Residential Growth
- Housing Element Program Implementation
- Municipal Code Updates
- Climate Action Plan
- Economic Development
- Policy Initiatives
- Water Supply
- Transportation & Circulation

- Regional Housing Needs Allocation (RHNA) Progress
- Homelessness Solutions
- Coordination with Other Agencies
- Specific Plan Area Development
- Safety Services
- Neighborhood Wellness
- Conservation & Open Space
- Parks & Recreation

Report Highlights

Development Activity and Trends

Residential Development

The 2024 GPAR presents a variety of data collected by the City to give insight into development activity and trends over several years. Based on the Community Development Department’s (CDD’s) residential building permit data, the City saw 119 single-family residences permitted in 2024, a decrease compared to 136 in 2023 and 163 in 2022. However, 96 accessory dwelling units and 234 multi-family units were permitted in 2024, contributing to a total of 442 new residential units, an increase compared to the 367 total units permitted in 2023.

California cities and counties are required to develop programs designed to meet a share of their surrounding region's housing needs for all income groups. The allocations are included in each jurisdiction’s Housing Element so that plans, policies, and standards may be created to help meet housing needs within the planning period. The City has a total Regional Housing Needs Allocation (RHNA) of 3,354 housing units to plan for in the 6th Cycle Housing Element. Table 7 of the GPAR, included below, indicates the City’s progress towards 6th Cycle Quantified Objectives for RHNA. Of the 3,354 housing units from the City’s RHNA, 2,065 units have been added to the City’s housing stock, approximately 62% of the initial allocation. The remaining 38% of housing units needed consist of 1,289 Below Market Rate units for extremely low-, very low-, low-, and moderate-income levels.

GPAR Table 7 Progress Towards 6th Cycle Quantified Objectives, 2019-2028

Income Level (% of County Median Income)		6th Cycle RHNA Allocation	Building Permitted Units Issued by Affordability						Total Units by Income Level	Total Units Remaining by Income Level
			Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Years 6 – 10 (2024 - 2028)		
Extremely Low	Deed Restricted	825	0	0	14	36	0	103	153	519
	Non-Deed Restricted		0	0	0	0	0	0	0	
Very Low	Deed Restricted		0	14	42	14	22	61	153	
	Non-Deed Restricted		0	0	0	0	0	0	0	

Income Level (% of County Median Income)		6th Cycle RHNA Allocation	Building Permitted Units Issued by Affordability						Total Units by Income Level	Total Units Remaining by Income Level
			Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Years 6 – 10 (2024 - 2028)		
Low	Deed Restricted	520	6	0	36	21	5	84	152	242
	Non-Deed Restricted		0	30	46	50	0	0	126	
Moderate	Deed Restricted	603	8	5	9	2	4	4	32	528
	Non-Deed Restricted		0	0	0	0	43	0	43	
Above Moderate		1,406	523	416	472	439	293	190	2,333	0
Total Units		3,354	537	465	619	562	367	442	2,992	
								Total Remaining for RHNA Period:	1,289	

LUE Policy 1.11.2, related to residential growth, states that the City’s housing supply shall grow no faster than 1 percent per year, on average, based on established thresholds in Table 3 of the [Land Use Element](#) (LUE). Dwellings affordable to residents with extremely low, very low, low or moderate incomes, as defined by the Housing Element, new dwellings in the Downtown Core, and legally established accessory dwelling units are exempt from the calculation. The intent of this policy is to ensure that the rate of population growth will not exceed the City’s ability to accommodate new residents and to provide municipal services consistent with the maximum growth rates established in the General Plan.

Housing production has been a Major City Goal for the past several financial plans, with the City successfully prioritizing programs that support new housing production. Each year the City calculates a rolling average number of housing units produced since 2015 (Land Use and Circulation Element adoption). Prior to 2024, the City maintained an average annual housing unit growth rate below the 1 percent threshold. Due to the number of eligible¹ building permits finalized in 2024, the current average annual growth rate is 1.03 percent per year since 2015, which exceeds the 1 percent threshold.

Despite the figure exceeding this threshold for number of eligible housing units, the average annual population growth rate has remained under 1 percent within the same timeframe as reported by the State Department of Finance. Therefore, while the number of housing units currently exceeds the 1 percent threshold, the population is below the

¹ Eligible new units for growth rate calculation purposes are 342 units of the total 442 units for yr. 2024 and exclude deed-restricted affordable units, ADUs, and new dwellings in the Downtown Commercial (C-D) zone.

projected estimate for 2024. Based on State data², the City has a population of 48,684, while the LUE anticipated a population of 50,000 by 2025 with a 1 percent annual growth rate. In addition, given the impending completion of several large housing focused specific plan areas, it is anticipated that the average annual residential growth rate could fall back under the 1 percent threshold within the next several years.

The City Council reviews the rate of growth on an annual basis in conjunction with the General Plan annual report to ensure consistency with the City's gradual assimilation policy. There is no action required to address the residential growth rate exceeding the threshold, although Council could choose to establish limitations on new residential development through phasing of specific plans in annexation areas as allowed by the [Residential Growth Management Regulations](#) in the Municipal Code. Any direction to consider such limitations would need to be further evaluated to ensure compliance with California Gov't Code § 66300 (Housing Crisis Act), which significantly restricts cities' ability to enforce growth and development caps in a manner that impairs issuance of building permits or the development of housing in areas where housing is otherwise allowed. There are narrow exceptions to the statutory restriction on growth caps, likely not applicable here, and any moratorium or other action to restrict housing permits or development would need to be reviewed and approved by HCD. More information about residential growth in the City can be found starting on page 5 of the attached GPAR. Staff will place a study session on a future City Council agenda to provide an opportunity to discuss the City's residential growth management regulations.

Non-Residential Development

Non-residential development saw a substantial increase in number of square feet of development in 2024, specifically a net annual growth rate of 0.60 percent in 2024, compared to 0.35 percent in 2023. Considering "finalized" permits for non-residential development, 71,386 square feet of floor area was added to the City in 2024, yielding a 5-year net non-residential growth of 2.26 percent. LUE Policy 1.11.4 states that the City Council shall consider establishing limits for the rate of non-residential development if the increase in non-residential floor area for any five-year period exceeds 5 percent. The City is significantly below the threshold to establish any non-residential growth limit for 2024. More information about non-residential growth in the City can be found starting on page 7 of the attached GPAR.

Homelessness Solutions

The [City's 6th Cycle Housing Element](#) includes policies and programs to reduce homelessness under Goal 1, Safety and Goal 8, Special Housing Needs. Homelessness Response also remains a Major City Goal (Housing and Homelessness) as part of the 2023-25 Financial Plan.

In June 2024, City Council approved an updated version of the City's Homelessness Response Strategic Plan for 2024-26, outlining objectives and key tasks to prevent and address homelessness in the City. This plan aligns with San Luis Obispo's Countywide

² State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2023 and 2024. Sacramento, California, May 2024.

Plan to Address Homelessness, providing key lines of effort to reduce homelessness by 50% between 2022 and 2027. Homelessness response activities in 2024 included regional collaboration on state funding opportunities to develop interim and permanent supportive housing and partnering with community and faith-based organizations to develop a Rotating Overnight Safe Parking Pilot Program model. Other programs, including the Human Services Grant Program (which prioritizes City grant funding to community organizations and projects addressing homelessness), Community Action Team, Mobile Crisis Unit, and collaborative efforts with Downtown SLO and CAPSLO, continued throughout 2024. More information on this topic can be found on page 14 of the attached GPAR.

Transportation & Circulation

Numerous transportation planning and engineering projects were implemented in 2024, aligning with this Major City Goal and the [Circulation Element of the General Plan](#). Sustainable transportation also remains a Major City Goal (Climate Action, Open Space, and Sustainable Transportation) as part of the 2023-25 Financial Plan.

Numerous traffic safety improvements were implemented as part of the City's Traffic Safety Program to address collision trends and resident safety concerns. This included striping modifications, sign replacements, and sight distance improvements at several intersections. Additionally, the City's first [Vision Zero Action Plan](#) was released in 2024 in draft form for public review. This plan provides a comprehensive summary of current safety trends and provides a blueprint to guide priorities in areas of engineering, enforcement, and education to improve traffic safety citywide.

In January 2024, a [Transit Innovation Study](#) was provided to City Council who directed staff to finalize said report. Since then, City staff has implemented numerous recommendations provided by the report. Additional transit operations implemented in 2024 include:

- In March 2024, the City issued a purchase order for 2 battery electric buses, increasing the total number on order to 8. Staff anticipates that by 2026, half of the City's bus fleet will consist of zero emission vehicles.
- SLO Transit partnered with SLOCOG and RTA to offer free transit rides during Rideshare Week, providing over 4,000 free rides during this 5-day period.
- In September 2024, SLO Transit reinstated the 6 Express, providing direct service between Cal Poly and Downtown during the Farmers' Market.
- Continued work on SLO Transit's Short-Range Transit Plan update. This plan recommends service, fare, and program changes over the next 5 years to help SLO Transit better meet the community's transportation needs.

Safety Services

[Climate Adaptation and Safety Element](#) (CASE) Policy OP-7.1 requires that there should be adequate planning, organization, and resources for emergency preparedness and emergency response. City staff has made several accomplishments in 2024 to implement this policy.

The San Luis Obispo Fire Department (SLOFD) responded to 7,004 incidents from 4 strategically placed fire stations throughout the City in 2024, which is a 5.17 percent decrease in incidents as compared to 2023 and more in line with previous years. The increase in responses observed in 2023 is attributed to the federally declared disaster winter storms in 2023. In 2024, SLOFD's Urban Search and Rescue (USAR) Team continued to play a vital role in protecting the lives of both visitors and residents alike. SLOFD, along with its USAR Team members, responded to 16 technical rescues and medical emergencies in open space areas in and around the City. SLOFD's Mobile Crisis Unit (MCU) continues to respond to behavioral health incidents in both a proactive and reactive manner. In 2024, the MCU Team responded to a total of 151 calls for service and 2,998 field contacts, resulting in the MCU providing transport to alternate facilities a total of 46 times. Working with fellow stakeholders, the MCU Team was also able to facilitate the reunification of 35 individuals experiencing homelessness with their family, friends, or other out-of-area support networks.

In 2024, the San Luis Obispo Police Department (SLOPD) completed its first year of work effort of its 5-year strategic plan, which included the completion of a department-wide staffing study, use of data-driven policing tools to reduce crime, establish an online recruitment portal to enhance hiring efforts, improve the physical fitness facility at the department, develop a central resource guide for employee wellness information, and update its current body-worn and in-car camera systems. SLOPD's Community Action Team (CAT) continues to identify problems and crime trends that negatively impact the quality of life for residents, business owners, and visitors. In 2024, CAT engaged with 471 individuals and made 197 treatment referrals to mental health and substance abuse services. Additionally, CAT facilitated 8 family reunifications for individuals experiencing homelessness. SLOPD's Community Service Officer (CSO) program has also played a pivotal role in delivering personalized services to residents, the business community, and visitors. In 2024, the CSO program issued 88 citations for offenses such as public alcohol consumption, littering, smoking, and unregistered vehicles, along with 294 cite-and-release arrests for alcohol, drugs, theft, tows, and trespassing.

Conservation and Open Space

The General Plan contains many goals, policies, and programs focused on open space protection. The policies apply to sensitive lands within the City's urban reserve as well as land in the San Luis Obispo Greenbelt area that is protected for its biological, agricultural, aesthetic, and/or watershed protection value. These policies are further detailed in the [Land Use](#) and [Circulation Element](#) and the [Conservation and Open Space Elements](#) of the General Plan. Some highlights for 2024 include:

- Invasive species control efforts in the Miossi Open Space continued throughout 2024, as well as erosion and storm damage repairs, with significant repair work completed to protect the primary access road that was at risk of being lost.
- In June 2024, the City hosted a cultural burn at Johnson Ranch Open Space conducted by the yak tit'vu tit'vu yak tiłhini Northern Chumash Tribe (ytt) with support from CalFIRE. It was the first Indigenous-led cultural fire in SLO County since the 1800's and implements the Climate Adaptation and Safety Element to incorporate

traditional ecological knowledge, such as cultural burns to reduce fuel loads and decrease the likelihood of catastrophic future wildfires.

- Phase 1 of the trail system and trailhead work identified in the Righetti Hill Open Space Conservation Plan was completed in 2024.
- City staff continued invasive species vegetation control along Froom, Prefumo, and San Luis Obispo Creeks, which involved planting native plants and trees, and installation of butterfly gardens in support of the Mayor’s Monarch Pledge.
- City staff began restoration work at Johnson Ranch, which is funded by a \$250,000 grant from the Wildlife Conservation Board and Point Blue Conservation Science.

Previous Council or Advisory Body Action

The Planning Commission reviewed the 2024 General Plan Annual Report on March 12, 2025. Staff responded to Planning Commission questions regarding homelessness response, housing production and growth management, water resources, impacts of state fire hazard severity maps, and transportation connectivity. The report was unanimously recommended to be forwarded to the City Council.

Public Engagement

The General Plan Annual Report is strictly a reporting document and does not create nor modify any goals or policies found within the General Plan. Once accepted by the City Council, the report will be available on the City’s website for public review and will be submitted to OPR and HCD as required. In addition, opportunity was provided for public comment before and during the Planning Commission meeting on March 12, 2025, and the public will have the opportunity to provide public comment before and during the City Council meeting.

CONCURRENCE

The Community Development Department prepared the General Plan Annual Report with significant input from the other City departments. Administration (including Natural Resources, Economic Development, and Office of Sustainability divisions), Utilities, Public Works, Police, Fire, and Parks and Recreation Departments collaborated with the Community Development Department to complete the report.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply because the General Plan Annual Report does not constitute a “Project” under CEQA Guidelines Section 15378.

FISCAL IMPACT

Budgeted: N/A
Funding Identified: N/A

Budget Year: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$N/A	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$0	\$0	\$	\$0

The acceptance of the 2024 General Plan Annual Report does not have a direct fiscal impact. However, it should be noted that it is estimated that the City’s population will grow to 57,200 at full build out of the General Plan, by 2035. This represents a 15% increase compared to the City’s population of 48,684 as of January 1, 2024, which may precipitate the need for additional staff, capital projects and maintenance, and other resources to support a larger population and respond to an increasing diversity of needs.

ALTERNATIVES

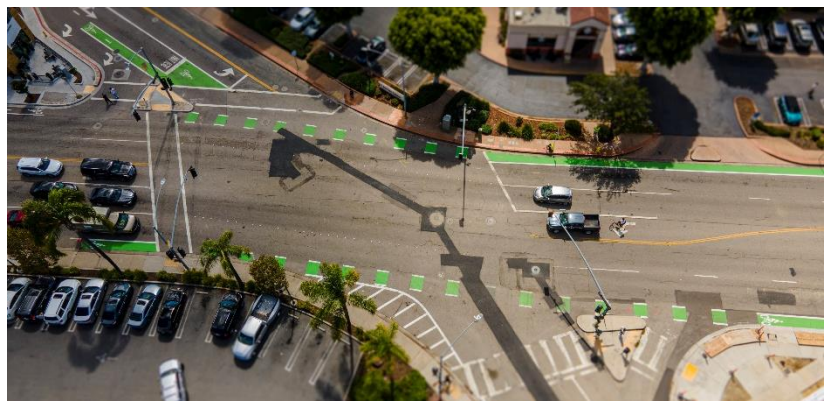
1. **Council could decide not to accept and file the 2024 General Plan Annual Report.** Although no action is recommended as part of receiving and filing the report, the report is required to be submitted to OPR and HCD in early April in accordance with Government Code Sections 65400 and 65700. Enforcement provisions per state law allow for a court to compel jurisdictions to comply with the requirement.
2. **Council could decide to continue consideration of the 2024 General Plan Annual Report.** Although no action is recommended as part of receiving and filing the report, the report is required to be submitted to OPR and HCD in early April in accordance with Government Code Sections 65400 and 65700. Given growth management considerations outlined in the report, staff will agendize a future study session on the growth threshold topic for further Council discussion.

ATTACHMENTS

A - 2024 General Plan Annual Report



City of San Luis Obispo 2024 General Plan Annual Report



Community Development Department

Our Mission Statement

Our mission is to serve all persons in a positive and courteous manner and help ensure that San Luis Obispo continues to be a healthy, safe, attractive, and enjoyable place to live, work, or visit. We help plan the City's form and character, support community values, preserve the environment, promote wise use of resources, and protect public health and safety.

Our Service Philosophy

The City of San Luis Obispo Community Development Department (CDD) staff provides high quality service when you need it. We will:

- Listen to understand your needs;
- Give clear, accurate and prompt answers to your questions;
- Explain how you can achieve your goals under the City's rules;
- Help resolve problems in an open, objective manner;
- Maintain high ethical standards; and
- Work to improve our service.



Acknowledgements

City Council

Erica A. Stewart, Mayor
Michelle Shoresman, Vice Mayor
Emily Francis
Jan Marx
Michael R. Boswell

Planning Commission

Justin Cooley, Chair
David Houghton, Vice Chair
Sheryl Flores
Robert Jorgensen
Steven Kahn
Juan Munoz-Morris
Eric Tolle

City Manager

Whitney McDonald, City Manager

Project Management Team

Project Lead: Ethan Estrada, Assistant Planner
Brian Leveille, Principal Planner
Rachel Cohen, Principal Planner
Teresa McClish, Principal Planner

The 2024 General Plan Annual Report was prepared by the Community Development Department for review by the Planning Commission and acceptance by City Council.

The Community Development Department's Planning Division often takes the lead for staff work involving the General Plan. However, all City departments and advisory bodies are involved in General Plan implementation and have contributed to the 2024 General Plan Annual Report.

Staff Contributors

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Introduction

General Plan Annual Report

The General Plan is a comprehensive statement of the City's goals and guides the use and protection of various resources to achieve them. It consists of numerous policies covering a range of activity, including the creation and/or maintenance of public programs, guidelines on land use and development standards, and more. The General Plan is adopted and amended by the City Council, after considering recommendations by citizens, appointed advisory bodies, other agencies, and City staff.

As required by California Government Code Section 65400 and Land Use Element Policy 11.3 of the General Plan, the City publishes an annual report on the status of its General Plan and efforts to implement its policies. This report provides an opportunity to gauge the efficacy of both the actions taken to implement these policies and the policies themselves. Land Use Element Policy 11.3 stipulates that the annual report shall include the following:

- A) A summary of private development activity and a brief analysis of how it helped achieve General Plan goals.
- B) A summary of major public projects and a brief analysis of how they contributed to achieving General Plan goals.
- C) An overview of programs, and recommendations on any new approaches that may be necessary.
- D) A status report for each General Plan program scheduled to be worked on during that year, including discussion of whether that program's realization is progressing on schedule, and recommendations for how it could better be kept on schedule if it is lagging.
- E) A status report on how the City is progressing with implementing its open space preservation policies and programs.
- F) Updated population or other information deemed important for the plan.

Housing Element Annual Report

The City completes a separate Housing Element Annual Report that is submitted concurrently with the General Plan Annual Report as required under Government Code Sections 65400 and 65700. The Housing Element Annual Report contains detailed information on issued and/or completed residential building permits from the previous year. This information can be accessed on the California Department of Housing and Community Development (HCD) website.

Background

State law requires each city and county to adopt a general plan that addresses seven topics, typically referred to as “elements.” Additional topics, or general plan elements, may be included. The law also requires general plans to be comprehensive, internally consistent, and provide a long-term perspective. The California Governor’s Office of Planning and Research (OPR) publishes General Plan Guidelines, which includes the following basics:

- **Geographic Comprehensiveness:** The general plan must cover all territory in the jurisdiction’s boundaries.
- **Regional Context:** The general plan must consider regional plans for transportation, air quality and water quality, and must spell out measures needed to meet federal or state standards for the region.
- **Issue Comprehensiveness:** General plans must address the jurisdiction’s physical development over the long term, but because the general plan is the most comprehensive expression of the general welfare, it should also recognize social and economic concerns.
- **Internal Consistency:** All general plan elements must be internally consistent. Each element’s data, analyses, goals, policies, and programs must be consistent and complement one another. This includes consistency with area and specific plans.
- **Long-Term Perspective:** The general plan must address the welfare of current & future generations, although the timeframes may vary between elements. The Housing Element, for instance, must be updated every five to eight years.

State law requires that a city’s general plan should be kept current. The City of San Luis Obispo does so through this annual review process, comprehensive updates, and amendments. Updates to entire elements are done as needed and include a look at underlying conditions and preferences. Amendments are typically smaller in scope and involve changing one part in a way that fits within the overall framework. Consideration of amendments are triggered by private applications or by direction from the City Council.

Changes to the City of San Luis Obispo General Plan require hearings by the Planning Commission and by the City Council. The type of notice provided for the hearings depends on the type of proposed change, but always includes a descriptive item on the meeting agenda, which is published in the newspaper. The City’s website and public access television channel provide additional information.

City of San Luis Obispo General Plan Elements

Land Use
Update Adopted 2014

Circulation
Update Adopted 2014

Housing
*6th Cycle Adopted
2020, certified 2021*

Conservation and
Open Space
Revised 2014

Climate Adaptation
and Safety
Revised 2023

Parks and
Recreation
Adopted 2021

Water and
Wastewater
Revised 2018

Noise
Adopted 1996

Planning and Building Activity

Application totals are tracked in real-time via Community Development’s EnerGov permitting system. This data can serve as an indicator of development trends in the City, assist with budget forecasting, and provide insight into how this development may have contributed to achieving General Plan goals.

Yearly Planning Applications Received

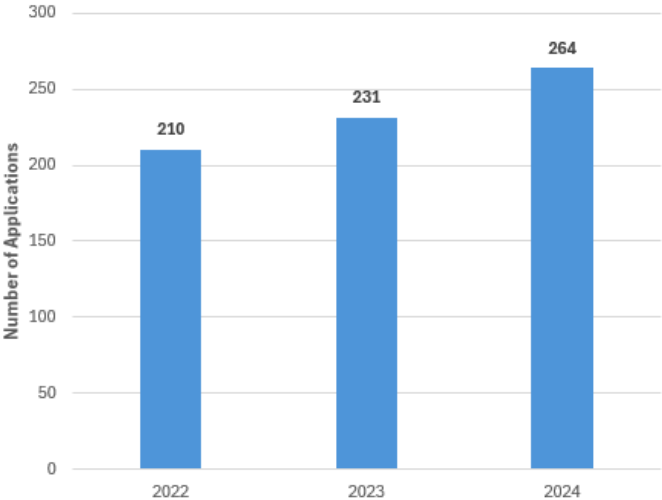


Figure 1 indicates all planning applications received in 2022, 2023, and 2024. This can include use permits, development reviews, subdivisions, zoning amendments, environmental reviews, and administrative actions. In 2024, the total number of planning applications received was 264, an approximately 13% increase from the previous year. This trend is in part due to a small increase in exception requests that require director review.

Figure 1 – Total Planning Applications Received per Calendar Year, 2022-2024 (Community Development, 2024)

Building Permits and Plan Reviews

Building permits are issued for various projects ranging from the relatively simple (e.g., water heaters, window change outs, reroofing, etc.) to the more complex projects (e.g., additions and new buildings). Plan reviews are typically required for the more complex projects where it is necessary to review proposed design documents for code compliance.

Table 1 shows the number of plan check applications conducted by the Building Division over the last three years. Plan check applications had been relatively consistent in previous years but did see a notable decrease in 2024.

Table 1 - Plan Check Applications Submitted, 2022-2024

	2022	2023	2024
Plan Check Applications Submitted	1,386	1,479	1,049

Source: Community Development Department, 2024

Table 2 depicts the number of building permits for residential and commercial projects issued over the past three years. In 2024, we saw a positive trend in the number of total new units due to an increase in multi-family units and ADUs compared to 2023. Single-family units continued in a downward trend in 2024. This was expected, as single-family residential development has been concluded in some of the larger residential development projects in the City.

Table 2 - Building Permits Issued, 2022-2024

BUILDING PERMITS ISSUED	2022		2023		2024	
	permits	units	permits	units	permits	units
New Single-Family	163	163	136	136	119	119
New Accessory Dwelling Units (ADUs) ¹	100	100	73	86	88	96
New Multi-Family & New Mixed-Use	35	308	7	148	13	234
Demolitions ²	11	-4	20	-3	25	-7
New Commercial	10	-	6	-	5	-
Residential Additions / Alterations	138	-	236	-	216	-
Commercial Additions / Alterations	77	-	122	-	108	-
TOTAL	534	567	600	367	574	442

Source: Community Development Department, 2024

¹ADU unit totals come from ADU permits and single-family permits,

²includes units lost from demolitions

Valuation of Construction

Construction valuation is a good indicator of the level of private investment in building construction. **Table 3** depicts the annual construction valuation over the past three years. Valuation data shows an increase across categories for 2024. Those categories showing a smaller valuation number for 2024 are due to fewer permits being issued in 2024 in the given category. This can be observed in the Single-Family category where a little under half of the number of permits received in 2023 were received in 2024.

Table 3 - Valuation of Construction, 2022-2024

VALUATION OF CONSTRUCTION	2022	2023	2024
Single-Family	\$32,464,875	\$31,956,590	\$16,693,300
Multi-Family	\$43,655,086	\$26,914,510	\$57,011,615
Commercial	\$33,950,000	\$41,871,000	\$27,075,000
Residential Additions / Alterations	\$8,741,375	\$11,494,439	\$23,631,968
Commercial Additions / Alterations	\$18,711,218	\$26,659,996	\$30,689,344
Total Valuation	\$137,522,554	\$138,896,535	\$155,101,227

Source: Community Development Department, 2024

Residential Growth

The Land Use Element policy related to residential growth (LUE 1.11.2) states that the City’s housing supply shall grow no faster than 1 percent per year, on average, based on established thresholds shown in Table 4 (Table 3 in the Land Use Element). Affordable dwellings restricted to residents with extremely low-, very low-, low-, or moderate- incomes, new dwellings in the Downtown Core (including C-D zone), and legally established accessory dwelling units are exempt from these regulations (M.C. 17.144.020.D). The intent of this policy is to ensure that the rate of population growth will not exceed the City’s ability to accommodate new residents and to provide municipal services consistent with the maximum growth rates established in the General Plan.

Table 4 – LUE Table 3, One Percent City Population Growth Projection

Year	Approximate Maximum Number of Dwelling*	Anticipated Number of People
2013	20,697	45,541
2015	21,113	46,456
2020	22,190	48,826
2025	23,322	51,317
2030	24,512	53,934
2035	25,762	56,686
Estimated urban reserve capacity:		57,200

Source: Land Use Element, City of San Luis Obispo General Plan, Table 3, page 1-37.

*2013 population based on CA Department of Finance data. Projected numbers are based on a 1 percent annual growth rate.

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Housing production has been a Major City Goal for the past several financial plans, with the City successfully prioritizing programs that support new housing production. Each year the City calculates a rolling average number of housing units produced since 2015 (Table 5 below). Prior to 2024, the City maintained an average annual housing unit growth rate below the 1 percent threshold. Due to the number of building permits finalized in 2024, the current average annual growth rate is 1.03 percent per year since 2015, which exceeds the 1 percent threshold.

Despite the figure exceeding this threshold for number of eligible housing units, the average annual population growth rate has remained under 1 percent within the same timeframe as reported by the State Department of Finance. Therefore, while the number of housing units currently exceeds the 1 percent threshold, the population is below the projected estimate for 2024. Based on State data, the City has a population of 48,684, while the LUE anticipated a population of 50,000 by 2025 with a 1 percent annual growth rate. In addition, given the impending completion of several large housing focused specific plan areas, it is anticipated that the average annual residential growth rate could fall back under the 1 percent threshold within the next several years.

The City Council reviews the rate of growth on an annual basis in conjunction with the General Plan annual report to ensure consistency with the City’s gradual assimilation policy.

Table 5 – Residential Growth Rates, 2015-2024

Calendar Year Period	New Units	Average Annual Growth Rate	Total Units in the City in 2024	LUE Estimated Units in 2024 (1% Growth)
2024	342*	1.03%	23,748*	23,641
2015 - 2024	3,173*			

Source: 2024 Building Permits finalized, Community Development Department

*These totals exclude deed-restricted affordable units, accessory dwelling units (ADUs), and new dwellings in the Downtown Commercial (C-D) Zone. The all-encompassing unit total in 2024 was 23,984 units.

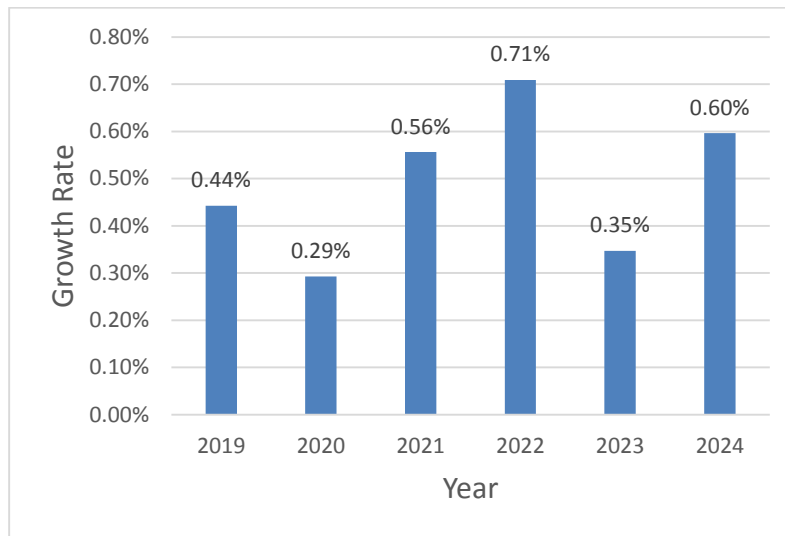
From 2015 to 2024, the City granted occupancy to 3,173 newly constructed residential units (also accounting for the 46 units that were demolished between 2015 and 2024). Of the 3,173 units constructed between 2015-2024, 2,348 units were subject to growth management limitations. Of the units exempt from the growth management ordinance, 246 units were deed restricted for affordable housing, 413 units were Accessory Dwelling Units or Junior Accessory Dwelling Units, and 24 units were located within the Downtown Commercial (C-D) zone. As of 2024, there are a total of 23,748 residential units subject to the growth management ordinance within the City (as identified in **Table 5** above), where the 2015 LUE estimated 23,641 units for 2024.

The City updated the General Plan Land Use and Circulation Elements in 2015, however, some of the housing construction occurring today within the Orcutt Area and the Margarita Area was planned for in the previous General Plan. Due to a variety of factors, some of the development originally planned in the 1994 General Plan is only now under construction. Of the 3,173 units granted occupancy from 2015 to 2024, 1,796 of the units were located within Specific Plan areas.

Non-Residential Growth

Based on final building permits, 71,386 square feet of net new non-residential floor area was added to the City in 2024, resulting in an annual growth rate of 0.60 percent. **Figure 2** illustrates the net annual non-residential growth rate from 2019 to 2024. Non-residential growth includes office, services and manufacturing, retail, hotel, and institutional uses.

Figure 1 - Net Annual Growth Rates of Non-Residential Sectors, 2019-2024



Source: Building Permits Finaled, Community Development Department, 2024
 Note: Demolition of nonresidential square footage included in calculations.

Land Use Element Policy 1.11.4 states that each year, the Council will evaluate the actual increase in non-residential floor area over the preceding five years. The Council shall consider establishing limits for the rate of non-residential development if the increase in non-residential floor area for any five-year period exceeds five percent. The five-year net non-residential growth rate for 2020 through 2024 was 2.26 percent.

Each year, City Council has considered implementing limits on new non-residential floor area and has decided against establishing limits. If limits are established, they would only apply to certain types of new commercial floor area, such as new offices or new retail establishments outside of the downtown core. Since the five-year growth rate is less than five percent (2.26 percent) establishing limits to new non-residential floor area is not necessary at this time.

Housing Element Program Implementation

Since adopting the Housing Element in November 2020, City staff has implemented numerous Housing Element Programs in alignment with the Housing and Homelessness Major City Goal. **Table 6** displays a list of programs that were implemented or started in 2024.

Table 6 – Highlights of Housing Element Program Implementation Progress with associated programs, 2024

Safe Housing and Renter Protections	
<p>Information posting for renter protections: In July 2024, the City’s Community Development Department published a 13-page Public Memorandum on renter Protections to raise awareness of safe housing protections and educate renters about their rights. The memo highlights both previously existing protections as well as new state protections that took effect on January 1, 2024.</p>	
<p>Healthy Housing In August 2024, the City was selected to join the National league of Cities Healthy Housing Innovation Cohort to advance health outcomes and equity through improving healthy housing programs. The Community Development Department and Office of Sustainability are working together to support healthy and affordable manufactured housing in conjunction with energy efficiency with equity focused retrofit work funded through the Department of Energy’s Buildings Up project.</p>	
Program 1.6	Continue code enforcement to expedite the removal of illegal or unsafe dwellings, to eliminate hazardous site or property conditions, and resolve chronic building safety problems. Code Enforcement staff shall continue to provide property owners and tenants with information on how to rectify violations, who to contact in Code Enforcement for assistance, and other resources that may be pertinent to the citation.
Policy 9.1	Residential developments should promote sustainability consistent with the Climate Action Plan (CAP) and California Building Energy Efficiency Standards (Title 24) in their design, placement, and functionality.
Support Housing Solutions	
<p>Maxine Lewis Apartments. On January 9, 2024 the City allocated an additional \$300k of Affordable Housing funds to the Housing Authority’s Maxine Lewis Apartment project for 40 BMR supportive units.</p>	
<p>Anderson Hotel Apartment. On October 10, 2024, the Anderson Hotel Apartments opened, finalizing the preservation of at-risk units identified in the Housing Element for 68- units below market rate housing including 40 units of permanent supportive housing for people experiencing homelessness. The City used ARPA funding distributed through the City’s affordable housing fund, deferred impact fees and through 2024 prioritized inspections to facilitate completion.</p>	
<p>Waterman Village. On December 11, 2024, the City Planning Commission approved the 20-unit below market rate tiny manufactured unit project on the site of the City-owned Rosa Butron historic adobe known as the Waterman Village.</p>	

Housing Study Session. On March 4, 2024, the City conducted a Housing Study Session at the City Council that included need, progress and opportunities for housing for all across the housing continuum including the unhoused, transitional, permanent supportive housing, below market rate housing and market rate housing in the City.

Development Impact Fee Deferral for Affordable Housing: On October 1, 2024, the City Council approved an ordinance that updated an impact fee deferral program to accelerate the production of affordable housing units by reducing costs and enable developers to leverage additional competitive tax credit funding.

Housing Trust Fund Support. The City continues to provide \$40,000 in operational support for the SLO County Housing Trust Fund’s efforts to provide below-market financing and technical assistance.

Program 2.5	Continue to manage the Affordable Housing Fund so that the fund serves as a sustainable resource for supporting, at a minimum, 4 new affordable housing developments during the planning period. The fund shall serve as a source of both grant funding and below-market financing for affordable housing projects; and funds shall be used to support a wide variety of housing types at the following income levels: extremely low, very low, low, and moderate, but with a focus on production efficiency to maximize housing benefits for the City’s financial investment, and to support high-quality housing projects that would not be feasible without Affordable Housing Fund support
Program 2.9	Assist with the issuance of tax-exempt bonds, tax credit financing, loan underwriting or other financial tools to help develop or preserve at least 20 affordable units annually through various programs.
Program 2.11	In conjunction with the Housing Authority and other local housing agencies, continue to provide on-going technical assistance and education to tenants, property owners and the community at large on the need to preserve at-risk units as well as the available tools to help them do so.
Program 2.14	Continue to support density bonuses for residential projects above the state density bonus allowance of 35% to promote the development of units for extremely low, very low, and low-income households.
Policy 3.3	Encourage the construction, preservation, rehabilitation or expansion of residential hotels, group homes, integrated community apartments, and single-room occupancy dwellings.
Policy 3.9	Work annually with non-profit organizations, faith-based organizations, or the Housing Authority of the City of San Luis Obispo to encourage rehabilitation of residential, commercial, or industrial buildings to expand extremely low, very-low, low or moderate income rental housing opportunities.

<p>Program 6.14</p>	<p>Continue to provide City resources, including \$40,000 annually for operational support, to support the SLO County Housing Trust Fund’s efforts to provide below-market financing and technical assistance to affordable housing developers to construct or preserve five affordable housing units per year in the City of San Luis Obispo.</p>
<p>Homelessness Response</p>	
<p>Education and engagement for homelessness response. <i>On June 5th, 2024, the City conducted a Homelessness Response Forum with non-profit partners and City legal and public safety teams to facilitate a conversation about homelessness in our community and ways that the City, County, and local service providers are working to address it.</i></p> <p>Assisting the homeless and those at risk of becoming homeless. <i>In June 18, 2024, City Council adopted an updated Homelessness Response Strategic Plan for 2024-26, outlining objectives and key tasks to prevent and address homelessness, in alignment with the Countywide Plan to Address Homelessness. (More details are included in the following section.)</i></p> <p>Rotating Overnight Safe Parking Pilot Program. <i>On January 24, 2024 the Planning Commission approved a Rotating Overnight Safe Parking Administrator Permit for the Community Action Partnership of San Luis Obispo. Throughout 2024, City staff hosted monthly meetings with faith community partners and CAPSLO, the count of San Luis Obispo and other stakeholders to develop a pilot for a rotating overnight safe parking program in preparation of permit approval in January 2025.</i></p> <p>Transitional and supportive tiny-unit housing: <i>The City, as a California Encampment Resolution Grant subrecipient, worked closely with the County of SLO on the Welcome Home Village transitional and permanent supportive housing tiny manufactured unit project in the City at the county public health campus. On May 8, 2024, the City made a determination of General Plan conformity for the project which is projected to open at the end of 2025.</i></p> <p>Permanent supportive housing motel conversion. <i>In July 2024, the City and People’s Self-Help Housing executed the standard agreement with the California Department of Housing and Community Development for \$19.4 million Homekey Round 3 grant to convert the Motel 6 North into 75 permanent supportive housing units for the Calley Joaquin Homekey project.</i></p>	
<p>Program 1.7</p>	<p>Continue to support local and regional solutions to homelessness by funding supportive program services and housing solutions.</p>
<p>Policy 8.10</p>	<p>Assist the homeless and those at risk of becoming homeless by supporting 40 Prado Homeless Services Center and other local service providers, as well as advocating for additional safe parking, interim housing, and permanent supportive housing opportunities Countywide.</p>

Source: Community Development Department, 2024

Regional Housing Needs Allocation (RHNA) Progress

Quantified Objectives

California cities and counties are required to develop programs designed to meet a share of their surrounding region's housing needs for all income groups. California's Department of Housing and Community Development (HCD) identifies housing needs for all regions of the state. Councils of governments then apportion the regional housing need among their member jurisdictions. The Regional Housing Needs Allocation (RHNA) process ensures that each jurisdiction accepts responsibility, within its physical and financial capability to do so, for the housing needs of its residents and for those people who might reasonably be expected to move there. State housing law recognizes that housing need allocations are goals that jurisdictions seek to achieve; however, they are not intended as production quotas. The allocations are included in each jurisdiction's Housing Element so that plans, policies, and standards may be created to help meet housing needs within the planning period.

The City has a total RHNA allocation of 3,354 housing units to plan for in the 6th Cycle Housing Element. HCD has allowed the City 10 years to meet the 6th Cycle RHNA allocation. The City counts all issued building permits from January 1, 2019, through December 31, 2028, as credit towards achieving the 6th Cycle RHNA allocation. Additionally, HCD has allowed the City to count half of the total of newly issued accessory dwelling unit (ADU) permits in the "low income" affordability level count starting in 2020, due to the results of a market study conducted by the County of San Luis Obispo. **Table 4** shows the City's progress towards reaching its total RHNA.

Table 7 - Progress Towards 6th Cycle Quantified Objectives, 2019-2028

Income Level (% of County Median Income)		6th Cycle RHNA Allocation	Building Permitted Units Issued by Affordability						Total Units by Income Level	Total Units Remaining by Income Level
			Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Years 6 – 10 (2024 - 2028)		
Extremely Low	Deed Restricted	825	0	0	14	36	0	103	153	519
	Non-Deed Restricted		0	0	0	0	0	0	0	
Very Low	Deed Restricted		0	14	42	14	22	61	153	
	Non-Deed Restricted		0	0	0	0	0	0	0	
Low	Deed Restricted	520	6	0	36	21	5	84	152	242
	Non-Deed Restricted		0	30	46	50	0	0	126	
Moderate	Deed Restricted	603	8	5	9	2	4	4	32	528

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	Non-Deed Restricted		0	0	0	0	43	0	43	
Above Moderate		1,406	523	416	472	439	293	190	2,333	0
Total Units		3,354	537	465	619	562	367	442	2,992	
								Total Remaining for RHNA Period:		1,289

Source: Community Development Department, Building Permits Issued, 2024

The City has met its total allocation for “Above Moderate” housing units. This leaves 1,289 affordable units needed to meet the 6th Cycle RHNA allocation by the end of the 2028 calendar year. Of the remaining allocation, 40% of the units must be reserved for Very Low and Extremely Low Incomes, 19% for Low Incomes, and 41% for Moderate Incomes.

Below Market Rate (BMR) Housing (Commonly Known as Affordable Housing)

In 2022, the City followed the State’s lead to rebrand the often-misunderstood term "affordable housing" as “Below Market Rate Housing.” Below Market Rate (BMR) means that the affordability level of a dwelling unit is below the cost of what the current market rate unit would be, and includes a deed restriction to ensure that the unit is affordable to extremely low-, very low-, low-, or moderate-income households.

The City continues to implement its Inclusionary Housing Ordinance and promote opportunities to collaborate with non-profit partners to develop BMR housing projects. In 2024, three 100% BMR housing projects have been completed (Broad Street Place, Toscano, and the Anderson Hotel), which has resulted in 144 new units reserved for lower-income households. The City continues to assist in the efforts to complete the five BMR projects that are under construction (Tiburon Place, Bridge Street, Maxine Lewis, Calle Joaquin Homekey, and Monterey Senior), which will result in 257 units for lower-income households. Staff is also working on several new projects to ensure more BMR housing is provided in the City. Those projects are listed in **Table 8** below and shows that as of 2024, there are 474 new BMR units planned for lower-income households.

Table 8 – Active BMR Housing Projects in the Pipeline

Projects	Address	Dwellings	Status
Tiburon Place	3750 Bullock	68	<i>Planning Entitlements – Approved Building Permits – Issued Under Construction</i>
Bridge Street Mixed-Use	279 Bridge	94	<i>Planning Entitlements – Approved Phase 1 Building Permits – Under Construction Phase 2 & 3 Building Permits – Under Review</i>
Maxine Lewis Apartments	736 Orcutt	40	<i>Planning Entitlements – Approved Building Permits – Issued Under Construction</i>

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Jones Mixed-Use	3806 Ranchhouse	9	<i>Planning Entitlements – Approved Building Permits – Issued Under Construction</i>
Monterey Mixed-Use (Senior Phase and Family Phase)	1422 Monterey	106	<i>Planning Entitlements – Approved Senior Phase Building Permits – Issued, Under construction</i>
Avila Ranch – Sendero Apartments	165 Cessna Ct.	60	<i>Planning Entitlements – Approved Building Permits – Not yet submitted</i>
Waterman Village	466 Dana	22	<i>Planning Entitlements – Under Review</i>
Calle Joaquin Homekey	1433 Calle Joaquin	75	<i>Planning Entitlements – Approved Building Permit – Issued, Under Construction</i>
Total		474	

Source: Community Development Department, 2024

Third Party Below Market Rate Administrator

The City of San Luis Obispo’s BMR housing programs are growing and, at the same time, oversight and enforcement is ramping up to ensure that local affordable housing programs comply with State law. In 2021, the City contracted with HouseKeys to act as the City’s BMR Housing Administrator and to manage the city’s growing Affordable Homeownership and Rental Programs to ensure that the units are marketed to the community in a fair and equitable way, and to make sure those units are occupied by eligible households. They also provide community members with the knowledge and support to be successful in accessing homeownership or rental housing opportunities.

Through Housekeys, the city has conducted 32 Opportunity Drawings for inclusionary housing units across the City, including 11 drawings for homeownership opportunities and 21 drawing for rental opportunities.

Funding and Grant Programs for Housing

- 1. Community Development Block Grant Program (CDBG):**
The CDBG program provides annual funding for eligible affordable housing projects and support for the homeless shelter. Over the past decade the CDBG Program has allocated over \$3,710,000 towards affordable housing and \$1,160,000 towards homeless services. Projects funded for the upcoming 2024 Program Year include funding for CAPSLO and the Five Cities Homeless Coalition for homeless services and homeless prevention, funding toward the Monterey Family Housing project by the Housing Authority of SLO, and funds to further implement the 6th Cycle Housing Element.
- 2. Prohousing Designation Program:** In 2024, the City received designation as a Prohousing jurisdiction which provides incentives to cities and counties in the form of additional points or other preferences in the scoring of competitive housing, community development, and infrastructure programs. Subsequently, the City applied for and was awarded \$750,000 from the Prohousing Incentive Program. The City of SLO will use these funds to support the development and construction of three affordable housing projects in the City.



3. *Homekey Program:* On January 18, 2024, HCD awarded the City and People's Self-Help Housing Homekey Round 3 funding totalling \$19.4 million. These funds were awarded towards the Calle Joaquin Homekey project, which will provide 75 units of permanent supportive housing to individuals experiencing or at risk of homelessness.

Homelessness Solutions

The City's 6th Cycle Housing Element includes policies and programs to reduce homelessness under Goal 1 - Safety and Goal 8 - Special Housing Needs. Additionally, Homelessness Response remains a Major City Goal (Housing and Homelessness) as part of the 2023-2025 Financial Plan. With the continued rise in homelessness across California, City Council prioritized funding programs and resources to prevent and address homelessness in collaboration with the County of San Luis Obispo and local service providers. In local government, counties are primarily responsible for leading efforts to address homelessness, yet the impacts often are borne directly by cities. In 2024, the City responded to 103 encampment fires (an increase from 47 in 2023), and 766 medical incidents involving people experiencing homelessness (a decrease from 987 in 2023), removed 56 tons of trash, and posted, conducted outreach, and cleaned up 144 illegal encampments with \$53,347 in City funds spent on cleanup and maintenance activities related to homelessness. The City also provided \$258,826 to the 40 Prado Homeless Services Center for programs and operations, including the 40 Prado Safe Parking Program, a hotel voucher program, and the 40 Prado Warming Center.

Strategic Planning for Homelessness

In June 2024, City Council approved an updated version of the City's Homelessness Response Strategic Plan for 2024-2026. This outlines objectives and key tasks to prevent and address homelessness in the City of San Luis Obispo. The Strategic Plan aligns with the San Luis Obispo Countywide Plan to Address Homelessness, which outlines key lines of effort to reduce homelessness by 50% between 2022-2027. Key Components in the City's plan include Regional Collaboration & Engagement, Communications, Data, Pilot Programs, and Funding Opportunities.

The City's first Homelessness Response Strategic Plan was adopted in March 2023 and was informed by a community-wide survey, interviews with unhoused community members, and stakeholder feedback sessions with Homeless Services Providers, Housing Services Providers, Healthcare Providers, Grassroots/Activists Groups, Business Community, and Faith-Based Groups. Homelessness response activities in 2024 included regional collaboration on state funding opportunities to develop interim and permanent supportive housing; partnering with community and faith-based organizations to develop a Rotating Overnight Safe Parking Pilot Program model; implementation of internal procedures and standards for encampment related activities operationalized through a data collection app for use in the field; and distribution of the City's Homeless Resources Pocket Guide, updated in English and Spanish, which contains critical information on how to access community resources for individuals experiencing homelessness.

Human Services Grant Program

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The City's Human Services Grant (HSG) Program, overseen by the Human Relations Commission, provides financial support to non-profit organizations that promote the economic and social wellbeing of the community, whose funding criteria focuses on homelessness prevention, including affordable and alternative housing, supportive services, and transitional housing. Other funding priority areas include hunger and malnutrition prevention, supportive physical and mental health services, services for seniors, veterans and/or people with disabilities, supportive, developmental, and care services for children and youth, and services encouraging diversity, equity, and inclusion initiatives, including access to language services. The Human Services Grant Program is very competitive and had a total funding request of \$379,245 which was \$229,245 more than funds available to the program.

The Human Relations Commission reviewed 29 applications and recommended full or partial funding for 19 different organizations. The City has issued \$150,000 in grants to those organizations since the approval of the funding recommendations.

Community Action Team

The Community Action Team (CAT) works with the San Luis Obispo Police Department and consists of one CAT officer, one Community Services Officer, one Licensed Psychiatric Technician from County Behavioral Health, and one Community Resources and Services Specialist to identify problems and crime trends that negatively impact the quality of life for residents, business owners, and visitors to the City of San Luis Obispo. In 2024, the CAT Team expanded with addition of the Community Services Officer and a Licensed Psychiatric Technician to provide more effective outreach and service to the community. In 2024, the CAT team engaged with 471 people, with 197 individuals electing to receive referrals to mental health and or substance abuse services. Additionally, CAT facilitates family reunifications and in 2024, CAT reunited 8 individuals with family members across the United States. Finally, CAT works in collaboration with County Behavioral Health, social services agencies, local non-profit organizations and other City departments utilizing a trauma-informed care approach to connect the City's most vulnerable residents to resources and services.

Partnerships with Downtown SLO and CAPSLO

The City provides funding for the Downtown Ambassador Program which is administered by Downtown SLO. The Downtown SLO Ambassadors work to ensure that downtown is clean, safe, and welcoming to visitors — whether they're living, working, shopping, or exploring downtown.



Ambassadors provide cleaning services for the sidewalks and alleys within the boundaries of the 24-block service area. This includes, but is not limited to, the removal of trash, graffiti, stickers, and human waste. Additionally, Ambassadors are out on the streets connecting our community — whether that's providing directions, recommending restaurants, answering questions, or providing resources to unhoused individuals.

In 2024, the Downtown SLO Board of Directors explored alternative options to further enhance the efficiency and effectiveness of the Downtown Ambassador and Clean & Safe Programs.

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Downtown SLO transitioned to a dedicated contractor cleaning service with CityWide Solutions to oversee the cleaning duties. This shift allows the Downtown SLO team to focus solely on maintaining a cleaner and more welcoming environment while ensuring consistent, high-quality service without overseeing the day-to-day management, hiring, and training of ambassadors. By leveraging professional cleaning expertise, Downtown SLO can better meet the needs of the community and uphold the standards of cleanliness and safety that are essential to our shared spaces.

The City also provides funding to CAPSLO for 40 Prado Homeless Services Center, which provides overnight shelter and day services for unhoused community members, including housing navigation and case management. The Homeless Services Center also provides access to meals, showers, laundry facilities, healthcare, internet, and other supportive services. The City also provides funding for the 40 Prado Safe Parking, Warming Center, and Hotel Voucher Programs, which provide needed overflow capacity, services, and shelter for unhoused community members.

Mobile Crisis Unit

Embedded within the City's Fire Department, the Mobile Crisis Unit (MCU) was implemented in the Summer of 2022 and pairs a Community Resource and Services Specialist with a Fire Department intern/EMT/paramedic; as of October 2024, the team also consists of a Licensed Psychiatric Technician (LPT) contracted through County Behavioral Health. The team responds to calls for service within the City and provides crisis support services to individuals suffering from non-emergency mental challenges, drug and alcohol addiction, and chronic homelessness. In 2024, the MCU established 2,998 contacts with individuals experiencing homelessness and reunified 35 homeless individuals with agencies or family, provided 46 transports to services or alternate facilities, and fielded a total of 151 mental health crisis intervention calls for service.

Inspection of Homeless Shelters (AB 362)

In 2021, the state legislature passed Assembly Bill 362, implementing a list of procedures the City must follow upon receiving a complaint from an occupant of a homeless shelter that said shelter is substandard pursuant to California Government Code Section 17920.3. These procedures include the immediate inspection of the homeless shelter, identification of any portion of the shelter intended for human occupation that is substandard, and notification of the owner or operator of the shelter of each violation and each action required to remedy said violation(s). In the event any portion of the homeless shelter is found to be substandard, notice of violation shall be issued immediately. If said deficiencies, violations, or conditions are determined to be dangerous or otherwise render the shelter unfit for habitation, the local agency may issue an emergency order directing the owner or operator to take immediate measures to rectify said issues. Amongst several other provisions, the bill requires local agencies to submit a report annually to the state that provides information on any pending uncorrected violations, instances in which a determination was made that a homeless shelter was dangerous or otherwise unfit for human habitation, instances in which an emergency order was issued, a list of any owners or operator who received 3 or more violations within a 6 month period, and any corrected violations from the prior year.

Code Enforcement received one such complaint for the 40 Prado Homeless Services Center in May of 2024. An inspection was conducted, and the complaint was determined to be unfounded. This incident was reported to California’s Department of Housing and Community Development.

Coordination with Other Agencies

City staff responded to development plans from other agencies in 2024 that directly or indirectly addressed General Plan policies. Additionally, City staff has continued to engage with other agencies and jurisdictions to foster collaboration aimed toward implementing General Plan policy. Some examples include:

Regional Housing Action Team

Representatives from San Luis Obispo County and its cities, including the City of San Luis Obispo, continue to implement the county’s first regional housing action team as outlined in their respective Housing Elements. This collaboration has assisted housing professionals in each jurisdiction with navigating evolving housing issues and new State legislation to remove housing barriers. Coordination through SLOCOG also facilitates housing and transportation infrastructure data sharing in preparation of the Regional Transportation Plan and future Regional Housing Needs Assessment allocations.

Cal Poly Staff and Faculty Housing

In 2024, Cal Poly University submitted an application to the City for street abandonment and a minor City limit adjustment to facilitate a housing project on the Cal Poly campus. This project includes 33 detached single-family housing units at the northeasterly corner of Slack Street and Grand Avenue. While the housing units are located outside of City limits and do not count towards the City's RHNA production, Cal Poly's development fulfills many of the City’s General Plan policies and Major City Goals for Housing. General Plan Land Use Element Policies 1.12.2, 2.6.1, and 2.6.5, and Housing Element Policies 8.3 and 8.6 encourage providing additional on-campus housing for Cal Poly to meet existing and future enrollment needs and to lessen pressure on City housing supply and transportation systems. Circulation Element Policies 5.1.3, 8.1.3, and 9.1.1 require that new developments provide sidewalks, assume fair share of responsibility for constructing circulation improvements, and reduce or maintain vehicular speeds in residential neighborhoods. The applications for City street abandonment and detachment to accommodate the Vista Meadows housing project are consistent with and help implement these policies. The project is currently under construction and adjustment of City limits is being finalized through LAFCO.

California Department of Transportation (Caltrans)

Caltrans has continued progress on planning and design of the Caltrans District 5 Maintenance Station and Equipment Shop Relocation Project, which is planned to be constructed at 4485 Vachell Lane near the new Buckley Road extension outside of City limits. In 2024, the City coordinated with Caltrans on the Draft and Final EIR for the project. Several options were considered for the project, including potential extension of City water and sewer with an

application for annexation to the City. Caltrans ultimately decided to build the project without City services and will provide the site with well water and onsite septic system instead. Connection to City services and potential future annexation will be reevaluated in the future if Caltrans staff offices are proposed to be relocated to the subject site at a later date.

Area Plan and Specific Plan Development

The General Plan requires approval of specific plans as a precursor to development of the City’s major expansion areas. Specific plans typically contain more detailed land-use and design standards than the General Plan and address the timing and financing of public facilities. Specific plans can supersede the Zoning Regulations or lead to amendments of the Municipal Code. The process for adopting a specific plan is similar to the process for adopting or amending a section of the General Plan.

Margarita Area Specific Plan

The Margarita Area Specific Plan (MASP) is located in southern San Luis Obispo, bounded by South Higuera Street, Broad Street, Tank Farm Road, and the ridge of the South Hills. As noted in Land Use Element (LUE) Policy 8.1.3, the MASP includes capacity for residential dwelling units, a business park, a neighborhood park, sports fields, and open space areas. Over 40 percent of the land area is designated as open space, and 56 acres are designated as parks. LUE Policy 8.1.3 further states that “the City shall consider this area as potentially appropriate to accommodate additional housing. Revisions to the Margarita Area Specific Plan will be required if residential development in excess of that accommodated in the plan is proposed.”

In 2021 the Airport Land Use Plan (ALUP) was amended. As such, several areas of the MASP are now available for residential development (where it was not allowed before), including higher density residential development. In response to a Request for Proposals (RFP), the City selected a consultant to work on an amendment to the MASP in June 2024, with work on the amendments beginning in July 2024. These amendments will increase allowable density for land already zoned for residential development, include opportunities and incentives to develop “Missing Middle” housing types, and allow mixed-use development on commercially zoned land. **Table 9** below displays the status on current development projects within the MASP.

Table 9 - Margarita Area Development Status, 2024

Projects	Address	Commercial	Dwellings	Status
Prado Business Park	301 Prado	159,663	-	<i>Planning Entitlements – Approved Public Improvements - Under Review Building Permits – Under Review</i>
365 Prado Road Mixed-Use Project	365 Prado	100,000	222	<i>Planning Entitlements – In Process</i>
Total		259,663	222	

Source: Community Development Department, 2024

Orcutt Area Specific Plan

Nestled at the base of the Santa Lucia foothills, the Orcutt Area provides a variety of scenic resources for residents of the area and travelers along Orcutt Road and Tank Farm Road, including views of Righetti Hill, Islay Hill and the Santa Lucia foothills.

Located along the southwestern edge of city limits and bounded by Orcutt Road, railroad, and Tank Farm Road, the area encompasses 230 acres of land at the base of Righetti Hill. The Orcutt Area Specific Plan calls for a residential neighborhood with up to 979 homes and a variety of housing types, parks, hiking trails, and recreational opportunities. These opportunities include bicycle paths, pedestrian paths, and natural habitat and visual resource protection in nearby open space areas. **Table 10** below displays the status on development in the Orcutt Area.

Table 10 - Orcutt Area Development Status, 2024

Projects	Address	Dwellings	Commercial Sq. Ft.	Status
Bullock Ranch	3580 Bullock	192	585	<i>Planning Entitlements – Approved Public Improvements - Under Review Building Permits – Under Review</i>
Pratt Property	3750 Bullock	35	3,400	<i>Planning Entitlements - Approved Townhome Construction - Complete Building Permits for Mixed-Use – Waiting for Submittal</i>
Righetti Ranch Subdivision	3987 Orcutt	272		<i>Construction Complete Public Improvements – Substantially Complete</i>
Enclave at Righetti	3805 Orcutt	34		<i>Planning Entitlements - Approved Public Improvements – Substantially Complete Building Permits Issued – Under Construction</i>
Tiburon Place (Affordable)	3750 Bullock	68		<i>Planning Entitlements – Approved Building Permits Issued – Under Construction</i>
Jones Mixed-Use	3806 Ranch House	15	7,600	<i>Planning Entitlements – Approved Building Permits Issued – Under Construction</i>
Total		616	11,585	

Source: Community Development Department, 2024

Airport Area Specific Plan

Located approximately 2.5 miles south of Downtown San Luis Obispo, within the City’s Urban Reserve, the Airport Area Specific Plan (AASP) consists of 1,500 acres of land adjacent to the San Luis Obispo County Regional Airport bordered by the Margarita Area, South Higuera Street, South Broad Street and Buckley Road.

The AASP envisions a mixture of open space, agriculture, business parks and industrial development as well as limited residential development. Plans for the Airport Area include reuse and regeneration of the natural and built environment; public, private, and environmental value enhancement; and smart and sustainable growth that benefit the community economically,

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aesthetically, and environmentally. **Table 11** shows the status of development within the AASP in 2024.

In 2020 the City amended the Zoning Regulations to allow mixed-use development by right within the Service Commercial (C-S) and Manufacturing (M) zones but did not extend this change to any of the specific plan areas. With the update and amendment to the ALUP in 2021 and the recent allowance for mixed-use development in the rest of the City, in October 2024 the City began preparing amendments for the AASP to allow mixed-use within C-S and M zoned parcels given approval of a Conditional Use Permit (CUP) where appropriate and consistent with the ALUP.

Table 11 – Airport Area Development Status, 2024

Projects	Address	Dwellings	Commercial Sq. Ft.	Status
Tank Farm Commerce Park	179 Cross		29,280	<i>Planning Entitlements - Approved Building Permits – Issued Under Construction</i>
650 Tank Farm Mixed-Use	650 Tank Farm	239	18,600	<i>Planning Entitlements – Approved Building Permits – Under Review Public Improvements - Under Review</i>
600 Tank Farm Mixed-Use	600 Tank Farm	280	12,500	<i>Planning Entitlements – Approved, Modification in Process Public Improvements - Under Review</i>
SLO Airport Hotel	950 Aero		204 Rooms	<i>Planning Entitlements – Approved Building Permits – Under Review</i>
Conserv Fuel Station	4600 Broad		4,800	<i>Planning Entitlements - Approved Building Permits – Issued</i>
Farmhouse Fitness/Health Facility	1051 Farmhouse		12,098	<i>Planning Entitlements – Approved</i>
U-Haul Personal Storage and Warehouse	1109 Kendall; 4805 Morabito		114,368; 24,498	<i>Planning Entitlements – Approved Building Permits – Under Review</i>
Aerovista Medical Services and Offices	832 Aerovista		35,908	<i>Planning Entitlements – Under Review</i>
Total		519	252,052	

Source: Community Development Department, 2024

Avila Ranch Development Plan

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In 2017, the City Council approved the Avila Ranch Development Plan to enable the development of 720 residential units and 15,000 square feet of neighborhood commercial uses on a 150-acre site, north of Buckley Road and within the boundaries of the Airport Area Specific Plan (AASP).



Avila Ranch Site Plan

Major Development review of the R-2 portion of Phases 1-3 and the R-1 portion of Phase 5 were approved by the Planning Commission in 2021. The R-2 area includes up to 297 detached for-sale dwelling units. Building permits for this part of the project have been issued and construction of the residential units and public improvements are underway. Approximately 150 residential units in Phase 1 have been completed and occupied to date. The R-1 portion includes 101 detached for-sale dwelling units, which have entitlements approved but have not yet been constructed. The final map for Phase 2 (R-2 detached units) is expected to be recorded in 2025 along with the construction on Phase 2.

An application for Major Development review for the multi-family R-4 portion of Phase 3 was approved by Planning Commission on February 14, 2024. The application included a density bonus request to add an additional 20 affordable units to the site, thereby bringing the total R-4 unit count to 85 market rate units and 60 affordable units. Mass grading for Phases 2-6 has been completed. Public improvements for some onsite improvements, such as internal roads, utilities, and park and landscape areas, and some offsite improvements, including the Buckley Road extension, have been substantially completed. Construction of the interim fire station at Avila Ranch is required to be completed by the developer prior to final of the 361st residential unit, which is currently expected in the year 2028. **Table 12** shows the status on development in the Avila Ranch area.

Table 12 - Avila Area Development Status, 2024

Projects	Address	Dwellings	Commercial Sq. Ft.	Status
Avila Ranch SFR Phases 1, 2, & 3 (R-2)	175 Venture	297	-	<i>Planning Entitlements - Approved Public Improvements – Under Construction Building Permits Issued – Under Construction</i>
Avila Ranch Phase 3 (R-4)	175 Venture	145	-	<i>Planning Entitlements – Approved with 20-Unit Density Bonus Public Improvements – Pending Submittal Building Permits – Pending Submittal</i>
Avila Ranch Phases 4 (R-3)	175 Venture	197	-	<i>Future Phase</i>
Avila Ranch Phase 5 (R-1)	175 Venture	101	-	<i>Planning Entitlements - Approved Public Improvements – Under Review Building Permits – Pending Submittal</i>

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Avila Ranch Phase 6 (Neighborhood Commercial)	175 Venture	-	15,000	<i>Future Phase</i>
Total		740	15,000	

Source: Community Development Department, 2024

Froom Ranch Specific Plan

A major component of the Froom Ranch Specific Plan is a Life Plan Community (LPC) known as Villaggio, which would provide 366 independent senior units, 38 assisted living units, 51 care facility beds, and a wellness center and ancillary services. In addition to the LPC, the Specific Plan includes approximately 174 multi-family units; 100,000 square feet of commercial retail uses; a 3.6-acre trailhead park, which would incorporate onsite historic structures; and over 60 acres of land designated for conservation/open space. Consideration of the project included preparation of an EIR.



Froom Ranch Site Plan

The City Council certified the Final EIR and approved the Specific Plan, General Plan Amendment, pre-zoning of the property, and the Vesting Tentative Tract Map. City Council authorized submittal of an annexation application to LAFCO in September 2020. An annexation application was filed in February 2021 and was approved by LAFCO in October 2021. LAFCO conditions of the annexation were completed, and the site was annexed into the City of San Luis Obispo in November 2023. Public improvement Plans for on- and off-site roadway and utility improvements were submitted to the City for initial plan check in June 2023. The project has been on hold for the past 18 months due to ownership changes. The

City has recently met with the project developer and expects the multifamily portions of the project to move forward for design review and mapping in 2025.

San Luis Ranch Specific Plan

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The San Luis Ranch Specific Plan project includes a mix of 654 residential units, 145,500 square feet of commercial/retail/restaurant space, 100,000 square feet of office development, and a 200-room hotel. Most of the public improvements have been completed, including utilities, landscaping, and the extension of Dalidio Drive and Froom Ranch Way. Building permits were issued in 2022 for the hotel, with construction expected to be complete in 2025. The Agricultural Heritage and Learning Center is open to the public, including several new commercial buildings with restaurants, retail, and agricultural



San Luis Ranch Site Plan

processing along with the rehabilitation of historic structures. Nearly all the 580 approved residential units have been completed and occupied, with less than 15 units remaining under construction. Construction has not begun on the 64-77 affordable housing units that are required on Lot 7.

In December 2024, City Council authorized the submittal of General Plan and Specific Plan amendments for San Luis Ranch to modify the uses planned for “Lot 7,” a vacant, 11.44-acre commercial parcel. The developer is has proposed to replace approximately 100,000 square feet of planned commercial uses with an additional 276 market rate multifamily units. The applications for amendments are expected to be processed this year. **Table 13** below displays the status on development in the San Luis Ranch Area.

Table 13 – San Luis Ranch Area Development Status, 2024

Projects	Address	Dwellings	Commercial Sq. Ft.	Hotel Rooms	Office Sq. Ft.	Status
Commercial Center	1035 Madonna	77	114,300	-	-	<i>Planning Entitlements – Amendments in Process Public Improvements – Partially Complete</i>
SpringHill Suites Hotel		-	-	200	-	<i>Planning Entitlements – Approved Public Improvements – Under Construction Building Permits – Under Construction</i>
NG-10 Single-Unit Residences		198	-	-	-	<i>Planning Entitlements – Approved Public Improvements – Substantially Complete</i>

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					<i>Building Permits – Issued, Under Construction</i>
NG-23 Single-Unit Residences	83	-	-	-	<i>Planning Entitlements – Approved Public Improvements – Complete Building Permits – Complete</i>
NG-30, The Orchard Multifamily Residential	296	-	-	-	<i>Planning Entitlements – Approved Public Improvements – Substantially Complete Building Permits – Complete</i>
Agricultural Heritage and Learning Center	-	31,200	-	-	<i>Planning Entitlements – Approved Public Improvements – Substantially Complete Building Permits – Substantially Complete</i>
Office	-	-	-	100,000	<i>Future phase, no building permits issued</i>
Total	654	145,500	200	100,000	

Source: Community Development Department, 2024

Municipal Code Updates

Energy Code & Reach Code Updates (Clean Energy Program for New Buildings)

The City has a long history of local requirements for new construction that cost effectively reduce greenhouse gas emissions through energy efficiency. On October 3, 2023, Council adopted an energy reach code that began enforcement on January 1, 2024, and will result in lower building emissions. The reach code will be in place through December 31, 2025, when a new state energy code will be adopted. Staff’s work plan includes an update to this reach code, which will be developed in calendar year 2025.

Climate Action Plan

The General Plan includes climate action initiatives in the Land Use, Circulation, Conservation and Open Space, and Water and Wastewater Elements, including:

- Land Use Policy 9.4 Climate Action Plan - The City shall maintain and implement its Climate Action Plan to reduce community and municipal GHG emissions consistent with state laws and objectives.
- Conservation and Open Space Policy 2.2.1 (Atmospheric Change) - City actions shall seek to minimize undesirable climate changes and deterioration of the atmosphere’s protective functions that result from the release of carbon dioxide and other substances.
- Conservation and Open Space Policy 2.2.5 (Model City) – The City will be a model of pollution control efforts. It will manage its own operations to be as pollution free as

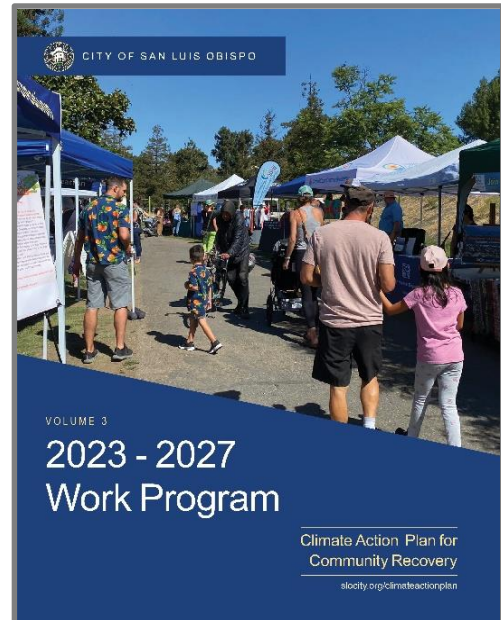
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possible. The City will work with other agencies and organizations to help educate citizens in ways to prevent air pollution.

In 2020, City Council adopted the Climate Action Plan for Community Recovery (CAP) and set the goal of reaching community carbon neutrality by 2035 (Resolution No. 11159 (2020 Series)). City Council also adopted the Lead by Example plan for Carbon Neutral City Operations in the summer of 2021 (Resolution No. 11263 (2021 Series)), which set the goal for carbon neutral municipal operations by 2030. As part of the 2023-25 Financial Plans, Climate Action was also identified as a Major City Goal (Climate Action, Open Space, and Sustainable Transportation).

On December 13, 2022, the City Council adopted the Climate Action Plan 2023-27 Work Program (CAP Volume 3). Notable Climate Action Plan implementation efforts in 2024 include the various active transportation, mobility, and land use efforts described in this report, as well as:

- Progress on municipal operations decarbonization, including procurement of electric vehicles, installation of electric vehicle chargers, and the installation of heat pump hot water heaters.
- Introduction of electric buses to the City's transit fleet.
- Ongoing participation in Central Coast Community Energy, which has a goal of 100% carbon free and renewable energy by 2030.
- Review of major development projects for consistency with the Climate Action Plan
- Direct support for building decarbonization programs to help community members and affordable housing providers reduce fossil fuel use.
- Receipt of Federal funds to develop a building decarbonization concierge service.



Economic Development

The City's Economic Development Strategic Plan (EDSP) was adopted by City Council in 2012, revised in 2015, and completely updated in 2023. The overarching goal of the plan is to advance the economic vitality of the City of San Luis Obispo and develop strategies that strengthen the City's economic development efforts while integrating the principles of sustainability, diversity, equity, and inclusion. Additionally, the EDSP provides an emphasis on the retention of current businesses, the continued expansion of the arts and culture scene, and ongoing efforts to contribute to the vibrancy of the Downtown area. The City has also recognized the need to expand the traditional function of economic development to include practices that incorporate sustainability and social equity to maximize the community's economic vitality. The EDSP has

created broad themes that encompass three key pillars and their subsequent action plans: Business & Entrepreneurship Vitality, Placemaking & Promotion, and Talent Development & Attraction. These key pillars are meant to reflect the City’s priorities, where appropriate, along with its ever-evolving economic landscape. Careful consideration was made to ensure that the recommendations that follow fall within the scale and scope of the City’s economic development function.

Many of the strategies in the EDSP are aligned with the policies in the Land Use element. Progress on implementation of the EDSP is published quarterly on the city’s website: [Economic Development Strategic Plan | City of San Luis Obispo, CA](https://www.slocity.org/business/economic-development/economic-development-strategic-plan).¹

Tourism and Community Promotions

The importance of the City’s Tourism and Community Promotions activities as an economic development function continued to prove vital in Fiscal Year 2024 (FY24) and as a result, the City collected a record-breaking \$10.9 million dollars in transient occupancy tax (TOT). This number represents a .25% increase in revenue compared to Fiscal Year 2023 (FY23), which was previously the best performing year in the City’s history. FY24 produced five, \$1 million revenue months, which included July, August, September, April, and June. This contribution of TOT revenue into the City’s General Fund is a direct benefit of tourism for the City, as the full collection of TOT revenue is retained by the City. The FY24 occupancy level in the city was consistent with FY23, with an average occupancy rate of 68.17% for the year.



During this same period, the Promotional Coordinating Committee (PCC) continued their commitment to enhancing the San Luis Obispo experience for residents and visitors. The PCC continued ARTober in October 2024 following its launch in 2023, which is a celebration of National Arts & Humanities Month. The events held highlighted various arts, culture, and humanities experiences in San Luis Obispo. The PCC also continued the City’s Cultural Arts & Community Promotions (CACP) program which provided vital promotional grants to local non-profit organizations for programs to enrich the social, cultural, and diverse community events and activities available during this time.

Also continued in FY24, the PCC directed the “Support Local” campaign through the Economic Development program that included a multi-channel paid advertising plan, local public relations, social media content strategy, and business support. In addition to the implementation of the 5th year of the Buy Local Bonus promotion, the City supported the 2nd year of the Eat Local Bonus program in January 2024 and the launch of SLO Restaurant Week.

¹ <https://www.slocity.org/business/economic-development/economic-development-strategic-plan>

Policy Initiatives

Cannabis Business Program

Tax Revenue: The revenue generated from the City’s Cannabis Program helps support a variety of the City’s core services. Said revenue is generated through taxes, licensing fees, and other financial mechanisms associated with the legal cannabis market. The City collected over \$1.1 million in tax revenue in Fiscal Year 2024 (FY24), and is budgeting for an approximate \$1.1 million in revenue for Fiscal Year 2025.

Program Updates: Since the adoption of the Cannabis Program, staff has provided annual updates to City Council and recommendations for code and process improvements. In 2024, staff presented the Annual Cannabis Business Program Update to Council, including a review of operator permit changes, cannabis tax and permit fee revenue forecast updates, and cannabis industry updates. Council adopted an ordinance amending the City’s Zoning Regulations to allow cannabis retail storefronts to conduct retail sales by delivery, with approval of a Conditional Use Permit or by amendment to an existing Conditional Use Permit.

Water Supply

In 2024, the City obtained water from four sources: Salinas Reservoir (Santa Margarita Lake); Whale Rock Reservoir; Nacimiento Reservoir; and recycled water from the City’s Water Resource Recovery Facility (WRRF).

Table 14 - City Water Resource Availability, 2024

Water Resource	2024 Annual Availability	
Salinas Reservoir (Santa Margarita Lake) and Whale Rock Reservoir	4,910 AF	Safe Annual Yield ¹
Nacimiento Reservoir	5,482 AF	Dependable Yield ²
Recycled Water	354 AF	2021 Annual Usage ³
Siltation to 2060	(500 AF)	WWME Policy ⁴ A4.2.2 ⁴
TOTAL	10,246 AF	

Source: Utilities Department, 2024

¹Safe Annual Yield is the quantity of water which can be withdrawn every year while operating both reservoirs in coordinated operations under critical drought conditions. The City’s Safe Annual Yield Model was updated in 2018 to reflect drought conditions that ended in 2017.

²Dependable Yield is the contractual amount of water the City has right to from Nacimiento Reservoir. During the 2024 calendar year, the Nacimiento Pipeline was offline due to storm damage, and the City did not receive source water from the Nacimiento Reservoir. City water supply was provided from the Whale Rock and Salinas Reservoirs, which provided sufficient supply for the City.

³The quantity of recycled water included is the actual prior year’s recycled water usage (2023) per WWE A7.2.2.

⁴Reservoir siltation is a natural occurrence that reduces storage capacity over long periods, resulting in the reduction of safe annual yield.

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For 2024, availability from the City's water sources equaled 10,246 acre-feet, as shown in **Table 14**. This supply meets the projected primary water supply need at General Plan build out of 7,496 acre-feet, plus an additional 1,276 acre-feet for a reliability reserve and a secondary water supply of 1,474 acre-feet.



Whale Rock Reservoir

The primary water supply was calculated using the City's build-out population (57,200 people)² and the water use rate of 117 gallons per capita, pursuant to Water and Wastewater Element Policy A 5.2.1 (Water Use Rate). The reliability reserve was calculated using the City's estimated 2024 population (48,684) and 20 percent of the aforementioned water use rate. The secondary water supply includes the remaining water resources. Additional information is available in the City's annual *Water Supply and Demand Assessment*.

Transportation & Circulation

Sustainable transportation was identified as a Major City Goal (Climate Action, Open Space, and Sustainable Transportation) as part of the Fiscal Year 2022-23 Financial Plan, and again in the 2023-25 Financial Plan. The following transportation planning/engineering projects and programs were implemented in 2024 as part of the City's sustainable transportation Major City Goal, consistent with the Circulation Element of the General Plan.

Vehicular

Numerous traffic safety improvements were implemented as part of the City's Traffic Safety Program to address collision trends and resident safety concerns. This included striping modifications, sign replacements, and sight distance improvements at several intersections. Additionally, the City's first Vision Zero Action Plan was released in draft form for public review in 2024. The Action Plan provides a comprehensive summary of current safety trends and provides a blueprint to guide priorities in areas of engineering, enforcement, and education to improve traffic safety citywide. Additional vehicular projects and programs implemented in 2024 include:

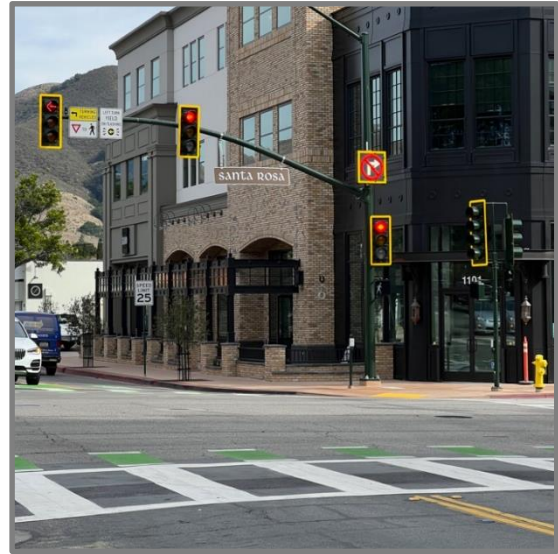


Vision Zero Traffic Safety Program

²The City's population projection of 57,200 persons, from the General Plan Land Use Element, is based on 1 percent growth annually between 2014 and 2035. By policy, certain housing types and areas are excluded from this growth rate and projection (affordable housing, etc.). The City's estimated Primary Water Supply need is based on projected population but encompasses all water demand in the City (residential, non-residential, and irrigation).

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- Numerous traffic signal and intersection optimization improvements were completed as part of the City's ongoing traffic signal management responsibilities.
- Signal modifications completed and in progress at several intersections to address collision trends and pedestrian accessibility. This includes an addition of lead pedestrian crossing intervals at several intersections, reconstruction of the Santa Rosa Street/Monterey Street traffic signal, and addition of ADA-compliant pedestrian push buttons at several intersections.
- Design for the roundabout at California and Taft Streets is 90% complete. Acquisition of remaining right-of-way is in progress.
- Two mobile speed feedback trailers were deployed at over 50 locations consistent with the City's radar sign program.
- Progress continues with preliminary engineering and environmental review for the Prado Road/US 101 Interchange Project, which is anticipated to begin construction in 2029.



Traffic Signal Modifications to Improve Pedestrian Safety



Rendering of the Prado Road / Highway 101 Overpass

- Final design, permitting, and right-of-way work continues with the Prado Road Bridge Replacement over San Luis Obispo Creek. The Prado Bridge Project construction is anticipated to begin in 2026 and should be complete before the start of construction for the Prado Interchange Project.



Rendering of the Prado Road Bridge Replacement at San Luis Obispo Creek

Bicycle/Pedestrian

The 2023 Arterials Paving Project was completed in 2024. This involved the addition of numerous traffic safety elements to improve mobility for all roadway users on Johnson Avenue, Santa Barbara Avenue, Orcutt Road, and Monterey Street, consistent with the Circulation Element, Active Transportation Plan, Downtown Concept Plan, and Vision Zero Policy. Improvements included completion of new protected and buffered bike lanes, enhanced bicycle and pedestrian crossings, and new curb ramps.



Enhanced Pedestrian Crossings on Monterey Street Installed with the 2023 Arterials Paving Project

Completion of the North Chorro Neighborhood Greenway included a 1.7-mile bicycle/pedestrian route connecting the north Foothill neighborhoods into Downtown, 43 new accessible curb ramps, 60 new street trees, hi-visibility crosswalks throughout the corridor, and path lighting. Public art and gateway elements at the Chorro Underpass are expected to be complete early 2025. Preliminary data monitoring indicates an increase in bicycle activity on the corridor of up to 123% on certain segments.



Protected Bike Lanes on Chorro Street Constructed with the North Chorro Greenway Project

Public outreach and design work continued through 2024 for the Higuera Complete Street Project. The project includes multimodal transportation and safety improvements along the Higuera Street corridor from Marsh Street south to the City Limits. This includes several miles of protected bike lanes, more than 70 ADA curb ramp upgrades, enhanced pedestrian crosswalks at 40 different locations, pavement repairs, traffic signal improvements, and updated pavement surface and roadway markings. This project is supported by over \$9 million in grant funding. Project outreach, design and environmental review is expected to continue through 2025, with construction start planned for early 2026 at the latest.



Rendering of the Planned Higuera Complete Streets Project

Annual transportation safety educational activities continued in 2024. This included Walk & Bike to School Days, Bike Month, Rideshare Week, reflective Halloween bag distribution, the Bike Light Education Pop-Up event, and other educational programs coordinated with Bike SLO County. Additionally, the City's website was updated to include a bicycle and pedestrian education hub for community members and advocates to learn more about active transportation infrastructure, programs, policies, and laws.

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The City's supply of short and long-term bicycle parking continued to expand. Provided by SLOCOG, six BikeLink lockers were installed in the downtown providing secure and affordable long-term parking options in the downtown.



BikeLink Lockers

Bike valet parking service was offered at the Farmer's Market, Concerts in the Plaza, and other events with an expected attendance of over 300 people.

SLO Transit

SLO Transit operations in 2024 included the following:

- In January 2024, a presentation on the draft Transit Innovation Study was provided to Council, who directed staff to finalize the report. Since then, staff has implemented, or is in the process of implementing, 10 of the 18 recommendations from the report.
- After 4 years of not being in service, SLO Transit returned the Double Decker bus to service on the Laguna Tripper. The Double Decker is ideal for high use, infrequent services like the trippers and the 6 Express, as it can accommodate over 80 riders in a single trip.
- In March 2024, the City issued a purchase order for 2 battery electric buses bringing the total number on order to 8. Staff anticipates that by 2026, half of the City's bus fleet will be made of zero emission vehicles.
- Ridership continues to recover post-pandemic. SLO Transit reported nearly 576,000 passenger trips in Fiscal Year 2023-24. This is 12% more trips compared to the previous fiscal year.
- In August 2024, Council recognized SLO Transit's 50th anniversary with a proclamation declaring August 20th of each year to be SLO Transit Day.



SLO Transit 50th Anniversary

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- SLO Transit partnered with SLOCOG and RTA to offer free transit rides during Rideshare Week. SLO Transit provided over 4,000 free rides during the five-day period.
- In September 2024, SLO Transit reinstated the 6 Express, providing direct service between Cal Poly and Downtown during Farmers' Market.
- In November 2024, SLO Transit provided its expanded Holiday Trolley service, which now includes service on Sundays.
- SLO Transit's Short-Range Transit Plan update, which kicked-off in September 2023, is nearing completion. The plan recommends service, fare, and program changes over the next five years to help SLO Transit better meet the community's transportation needs. A review of the draft plan is scheduled to go before Council in March 2025 and a final plan adoption scheduled for April 2025.

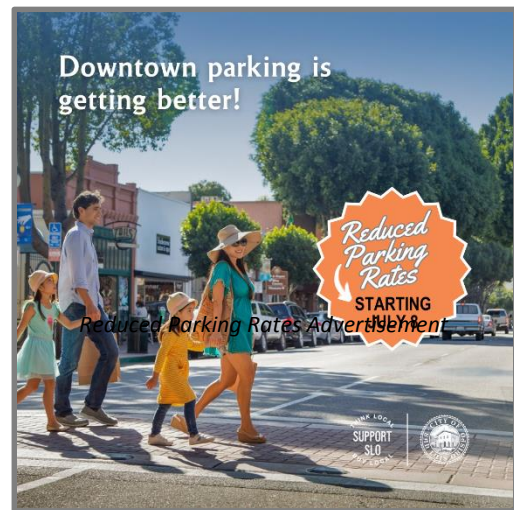


SLO Transit Holiday Trolley

Parking Services Program

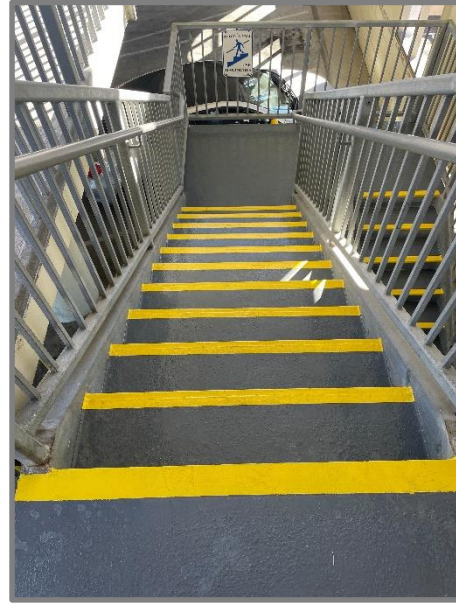
Parking Services Program's major focus areas in 2024 included:

- Completion of a comprehensive rate study to evaluate all parking rates and gain community input on how parking changes have impacted the vitality of Downtown.
- The City Council approved and implemented parking rate reductions in the Downtown area that went into effect July 1, 2024.
- Per public feedback received during the Parking Rate Study, Council approved a Technology Roadmap Study to evaluate the parking technology and operating systems used in the Downtown area. Council adopted the Technology Roadmap Report on November 12, 2024. City staff began implementing recommended actions from the report, which included digitizing garage permits, adopting a single mobile payment app for on-street parking, implementation of a standard vendor for a new gated system in all public parking garages, new parking pay stations Downtown, and added security at all public parking garages.
- The City continued with the construction of the Cultural Arts District Parking Structure located at the corner of Palm and Nipomo Streets. This will be the City's fourth parking garage and is expected to be complete in 2026.



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- The 1166 Higuera Street public parking lot was opened, accommodating long-term paid parking spaces on the eastern side of Downtown.
- Maintenance work was completed at the 842 and 919 Palm Street Parking Garages, which included concrete and waterproofing repairs, coating of stairways, refreshed striping, and exterior painting.



Maintenance Work at the 842 and 919 Palm Street Parking Garages

- Parking Services and the Mobility Services Communication Coordinator continue to collaborate with organizations like Downtown SLO, the SLO Chamber, the Parking Steering Committee, and business owners, to ensure that they are kept up to date on all things parking. This included the creation of informational flyers, business tool kits, and presentations. Staff has also provided ongoing public outreach through press releases, media campaigns, social media posts, flyers, updated signs, and in-person events.

Safety Services

Fire Department

Climate Adaptation and Safety Element Policy OP-7.1 states that there should be adequate planning, organization, and resources for emergency preparedness and emergency response. Staff has made several accomplishments in 2024 to meet this policy and have highlighted some of them below.

Administration

Public Information: SLOFD continued to increase Public Information services in 2024 by expanding the Department's communication through increased social media presence and activity. This included an updated and comprehensive social media calendar which was integrated into the City's master communications calendar, and an ongoing bi-weekly standing segment with KVEC radio to discuss department programs, safety tips, and disaster preparedness information. With the PIO role being formalized at the end of 2019, the department has continually increased its ability to provide the media and public with accurate and timely incident information. Public Information plays a critical role in educating the public to reduce the severity of emergencies and allows the public to make the right decisions during an emergency. Per Instagram analytics and insights, nearly 50% of the department's followers are residents of San Luis Obispo.

Operations

Emergency Response: In 2024, SLOFD responded to 7,004 incidents from 4 strategically placed fire stations throughout the City. This number is 5.17 percent lower than 2023, which is attributed to the federally declared disaster winter storms in 2023 that created an increase in calls. Emergency response was accomplished with daily minimum staffing of 14 sworn personnel. To help maintain the daily minimum of emergency response personnel, the City has continued its investment in two important programs that included a functional movement program to reduce the occurrence and severity of physical injuries and a Peer Support Team Program to maintain the mental health and wellbeing of department personnel.

The City's Safety Element, updated in 2023, references the Fire Department's master plan objective to respond to all lights and sirens emergencies within 4 minutes or less, 90% of the time. New ImageTrend Continuum software deployed in 2023 has allowed the department to study its response times using key performance indicator dashboards and special study analysis on unique populations like students and the unhoused. The Fire Department joined the County of San Luis Obispo's patient care reporting system in 2024, unifying most emergency medical service providers in the county on a common platform. The department deployed field fire inspection data collection tools in 2023 using new software that combines fire reporting with fire inspections.

Open Space Rescue Operations: In 2024, the Fire Department’s Urban Search and Rescue (USAR) Team continued to play a vital role in protecting the lives of both visitors and citizens alike. Members of the USAR Team receive specialized training in complex and technical rescue operations and take part in the San Luis Obispo County Regional USAR Team. In January 2024, the department expanded the USAR Team from 6 members to 9. This increased the likelihood that multiple USAR specialists will be on duty on any given day, thereby increasing the department’s level of operational readiness. The Fire Department, along with its USAR Team members, responded to 16 technical rescues and medical emergencies in open space areas in and around the City during 2024. Among the significant incidents were rescues on Cerro San Luis (Madonna Mountain), Bishop Peak, Irish Hills, Cal Poly, and Reservoir Canyon.



Open Space Rescue and Expanded Technical Rescue Team

The Fire Department’s open space rescue programs continue to evolve. Many of the open space rescues, especially around Bishop Peak, require the use of a helicopter to locate, access, and transport victims. The department works closely and trains frequently with the California Highway Patrol, which operates the rescue helicopter in this county. In addition to the cooperation with CHP for air resources, two key contributors to the continued success of the Fire Department’s open space rescue program have been both the E-Bike Program and the Utility Terrain Vehicle (UTV) program. Both pieces of equipment have been invaluable to locating, transporting, and caring for people in open space in a timely manner. Our UTV program is also utilized through Mutual Aid to assist our neighboring fire departments.



Mobile Crisis Unit

Mobile Crisis Unit: The Mobile Crisis Unit (MCU) provides response to behavioral health incidents in both a proactive and reactive manner. Law Enforcement (LE) and Fire Service (FS) resources are often summoned for persons in crisis within communities across the nation, as a one size fits all solution for a broad spectrum of problems ranging from homelessness to mental illness to addiction. As a result, these individuals in crisis are often not connected to the most appropriate resources available that could provide them assistance. To help

provide a more tailor-fit service to our community members in crisis, the MCU pairs a Community Resources Services Specialist with a Fire Department intern and, as of October 2024, a Licensed Psychiatric Technician through County Behavioral Health to these types of incidents. The benefits of this response model are that it increases the level of service to those in need and decreases

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the reliance on emergency law enforcement and fire service resources who have limited options and tools to address the individual in crisis.

A leading MCU goal is to provide an alternative resource program to handle non-emergency 911 calls for service to increase capacity of both police officers for more urgent criminal emergencies and fire personnel for higher acuity emergencies. The program seeks to respond to the root issues through shelter, medical care, or behavioral health support and services to decrease the number of arrests, county jail time, fines, hospitalization, and nuisance fires.

The MCU is staffed during peak activity hours of 8 AM to 5 PM, Monday through Friday, reflective of current SLOPD and SLOFD response data. An eventual implementation of a 24/7 service may be warranted based on the impact of the program's ability to meet the needs of the community, reduce LE/FS resource impacts, and decrease hospitalization and arrest/jail time.

In 2024, the MCU responded to a total of 151 calls for service and 2,998 field contacts. These field contacts resulted in the MCU being able to provide transport to alternate facilities (other than local hospital Emergency Departments) a total of 46 times. Working with fellow stakeholders, the MCU Team was able to facilitate the reunification of 35 individuals with their family, friends, or other out-of-area support networks.

Training

CASE Program OP-7.18 "Staff Training" states that they will train fire fighters, police officers, building inspectors, and public works and utilities staff to levels appropriate for their tasks and responsibilities. In 2024, the Fire Department employed 49 sworn positions and 12.5 non-sworn positions for a total of 57.5 full-time employees.

Fire Department employees logged nearly 24,000 hours of training in 2024. Employees who are eligible to participate in the Joint Apprenticeship Committee (JAC) registered a total of 7,686 hours in 2024. JAC provides reimbursable funds back to the department. The JAC training resulted in over \$32,000 in funds returned to the department in 2024, a \$4,000 decrease from 2023. These funds are held by the JAC program and can be utilized to support the department's training program upon approval from the sub-JAC committee, which is comprised of department and labor group leadership. Increased training results in a higher skilled and educated professional firefighter. The department has also reached an Instructional Service Agreement (ISA) with Allan Hancock College, which allows the department to receive compensation for the training of personnel that do not qualify for the JAC program.

Non-sworn employees attended several key trainings to maintain skill levels appropriate for their tasks and responsibilities in 2024. Some of these trainings included attendance at the bi-annual California Conference of Arson Investigators and State Fire investigation training. Our Fire Mechanic staff attended training to maintain their certifications and to learn about new technologies in fire apparatus, including electric fire apparatus, which are becoming more common across the nation. In 2024, the Training Division hosted 5 classes from State Fire Training, the State industry standard for training certifications. To provide necessary succession training without a budget increase, the Training Division saved the department an estimated \$100,000 by hosting classes at FS1 headquarters. These savings were a combination of cost savings from tuition, per diem, travel expenses, and personnel backfill.

Training Officer: The Training Captain oversees the Injury Prevention Program, which has continued to show success in reducing hours lost to work-related injuries. Prior to the start of the program in 2019, the Fire Department totaled 11,550 hours of work comp time lost. In 2024, comp time hours lost decreased to 5,640 hours, a 52 percent reduction. The new positions help provide consistent and reliable administration and coordination of all mandatory, recertification, and recommended in-service training and safety programs for emergency response, which is necessary as the complexity and changing service demands call for specialized instruction. In addition, the Fire Training and Safety Officer responds to emergency incidents in the primary role of operational support and as the incident safety officer to identify and cease preventable accidents or potentially unsafe situations. As part of the Injury Prevention Program, a new vendor, Pinnacle Fitness, provided a more comprehensive physical examination for all suppression members and fire prevention staff. The new vendor was able to provide in-house blood testing, physical exams, fitness exams, cancer screening, hearing screening, and vision screening. The increased cancer screening is in alignment with NFPA recommendations for professional firefighters.

The Training Captain also manages the fire intern program. In 2024, the Fire Department employed 5 interns, sponsoring 1 intern through a Firefighter 1 academy at Allan Hancock College. The Fire Intern Program was expanded to include our fire prevention bureau, mechanic shop, MCU, and emergency management division. The department had over 120 applicants for 4 positions. Fire Interns were able to interview for areas they had a particular interest or experience in. Through the internship program, the Fire Department is now a certified internship site for Cal Poly Psychology students.

Interagency Training: The Training Division coordinated joint training with inter and intra-departmental entities, preparing our employees for all types of emergencies. Those included:

- USAR H70 Helicopter training - Irish Hills
- Open Space Mapping - SLO CITY GIS department
- County Impact Burn - Prepares members to utilize fire to assist with control and containment of large wildland fires.
- Earthquake Response - Joint training with SLO County USAR team, utilizing new technology from FEMA on earthquake response and tracking. Coordination with EOC personnel and SLO GIS department.

Wellness and Fitness Initiative (WFI): The WFI program was created in 2018 to help improve the fitness, health, and wellness of Fire Department emergency response staff, improving the department's ability to provide service to the community. In 2024, the wellness team helped provide funding for more expansive annual physical exams. The wellness program oversaw the remodel of station 4's gym. Functional training equipment and space specific equipment replaced outdated equipment that was both obsolete and hazardous due to the tight area where the equipment resided.

California Incident Command Certification System (CICCS): The California Incident Command Certification System (CICCS) is a cooperative effort between the State Fire Marshal's Office and

the California Governor's Office of Emergency Services, Fire and Rescue Branch. CICCIS is an all-hazard qualification and certification system that enhances the ability of the State of California to deploy firefighting resources to complex and catastrophic incidents with trained and qualified personnel. The system includes development of personnel in key field positions of the ICS system, minimum training standards, qualification, and experience requirements when assigned to wildland/urban interface incidents. To achieve these standards and qualifications, personnel must meet the minimum requirements for each ICS position they choose to work in. The minimum qualifications require prospective candidates for each ICS position to take multiple week-long classes. They then fill out an application that includes certifications from the required classes, experience level, and a letter of support from their perspective fire department. This application is then sent to the CICCIS committee for review and approval to become a trainee in the position. Then they are required to open a task book. The task book involves going out on all hazard incidents as a trainee assigned to a trainer. They are then taught and evaluated on specific aspects of the position by the trainer. This requirement often takes two or more years and multiple assignments on incidents. Once the task book is complete, all the documentation is submitted to the CICCIS committee for review and final approval to work in the position. These expanded roles allow for a greater depth of knowledge and qualification that further improves personnel capabilities. This process provides a benefit for the individual and each department the individual works for. By being qualified to work in different ICS positions, the individual can then work in these positions both out of the area and in their department in the event an incident occurs within the city they work for.

Emergency Management

Climate Adaptation & Safety Element (CASE) Policy OP-7.1, Emergency Preparedness and Response ensures that that City and all relevant City departments have adequate planning, organization, and resources for emergency preparedness and emergency response. Staff has made several accomplishments in 2024 to meet this policy and have highlighted some of them below.

Coordinated Emergency Planning & Training: Safety Element Program OP-7.15 states that the City will work within the Standardized Emergency Management System (SEMS), an emergency response and coordination system used throughout California, the National Incident Management System (NIMS), and the National Response Framework (NRF). Additionally, the City will participate in periodic disaster-response drills, on a regional basis with all involved jurisdictions and involving the news media. CASE Program OP-7.18 states that the City will conduct disaster-City Operations and Emergency Services response exercises for the types of non-nuclear disasters discussed in the CASE, coordinated with participation in required, periodic nuclear-disaster response training exercises. All public employees in the State of California are considered Disaster Service Workers (DSW) and as such the City will train all employees to ensure basic understanding of DSW responsibilities, the Standardized Emergency Management System, National Incident Management System, and the Incident Command System.

In 2024, the City's Emergency Manager ensured the Fire Department maintained the ability to effectively manage the City's emergency management program which includes emergency

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planning, training, staff preparedness, community preparedness, and hazard mitigation project support.

The Fire Department continued coordination with every City department to ensure all employees, including City Council members, have completed the proper SEMS and National Incident Management System (NIMS) training courses. This training is a requirement to receive Federal Emergency Management Agency (FEMA) assistance during a disaster. Staff has worked with Human Resources to ensure that new employees complete the necessary training in relation to their job in the city. This program will continue to grow in 2025 with general disaster service worker training.

The Emergency Operations Plan (EOP) is in place to describe the City of San Luis Obispo policies and concept of operations for responding to major emergencies or disasters that could affect the health, safety, and property of the public within the City of San Luis Obispo and exceeds the capabilities of day-to-day city operations. The EOP includes hazard specific annexes including Earthquake, Hazardous Materials, Multiple Casualty, Transportation, Fire, Civil Disturbance-Terrorism-Active Shooter, Diablo Canyon Nuclear Power Plant, Adverse Weather, Extended Utility Disruption, and Pandemic. This plan will be reviewed and exercised periodically and revised as necessary to satisfy changing conditions and needs.

Preparedness Education: CASE Program MH-1.10 states that the city will work with community organizations to educate individuals and households about strategies to increase preparedness for emergency events and climate-related impacts. In 2024, the Fire Department offered several public events to improve disaster and emergency readiness including wildfire readiness night, community flood readiness night, the Fire Department's annual Fire Prevention Week Open House, and a Parks & Recreation Monday Meet Up event.



SLO Fire Dept. Preparedness Education

Staff continued to disseminate the many preparedness fliers and videos that were created as part of the “Prepare SLO” campaign to ensure the public continued to have the most up to date tools and information at their disposal. Preparedness resources are available to the public on the department website and social media accounts. Additionally, during the bi-weekly department appearance on the local KVEC First Take radio show, staff provide important safety and disaster preparedness tips to the community.

Risk Reduction & Fire Prevention

Hazard Mitigation: The most recent update of the City’s Hazard Mitigation Plan was completed in 2020 as the 2019 Multi-Jurisdictional Hazard Mitigation Plan (HMP), which was formally adopted by the City Council in 2020 after the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) reviewed and approved the plan. This HMP serves as the mandatory update to the City’s 2014 Local HMP (LHMP). The HMP is incorporated

by reference into the CASE and should be consulted when addressing known hazards to ensure the general health and safety of people within the City of San Luis Obispo. It provides guidance on how to reduce the community's vulnerability to natural hazards. This plan calls for annual stakeholder meetings to update progress and identify collaborative opportunities. The city is required to maintain a current HMP, which must be updated every five years and in 2023 signed a letter of commitment to participate in the 2025 MHP Update with the County of San Luis Obispo. Maintaining a current HMP allows the city to apply for State and Federal reimbursement in the event that the City is impacted by a disaster.

Program FI-5.12 of the CASE states that the City should continue to implement the City's Community Wildfire Protection Plan (CWPP) to reduce wildfire risk in the City's wildland-urban interface, including implementation of the CWPP Tactical Policy Measures that focus on the four key policy areas of community education, fuels management, planning, and emergency response preparedness on an ongoing basis. As part of hazard mitigation, SLOFD finalized the City's first Community Wildfire Protection Plan (CWPP) in July of 2019. The CWPP is a collaborative plan to guide the City in addressing fire protection planning efforts to minimize wildfire risk to watershed lands, assets, firefighters, and the public. The CWPP presents the City's physical and social characteristics, wildfire history, identifies and evaluates landscape-scale fire hazard variables, utilizes priority landscape datasets for evaluating wildfire risk, identifies strategic measures for reducing structural ignitability, public education and outreach, and identifies strategic fuel reduction goals and techniques for minimizing wildfire risk. The CWPP is intended to be a living document managed and updated by the Fire Department with stakeholder input and involvement.

Staff utilized the plan to act in 2023, including public education and fuel reduction efforts. City staff continued to provide wildfire preparedness tools to the community through news releases, webinars, social media, and a Wildfire Readiness Night held in June. The Fire Department also coordinated with the Office of Sustainability and Natural Resources and the Parks and Recreation Ranger Service to conduct fuel reduction efforts along San Luis Obispo Creek, the Irish Hills Open Space, San Luis Drive, and Cerro San Luis Open Space.

Per Program FI-5.12, the CWPP is scheduled to be updated in 2024. Staff will be working with partners at the San Luis Obispo Fire Safe Council to accomplish this effort in the new year.

Multi-Dwelling Property Inspection Program: Under the direction of the Fire Marshal, the Fire Prevention Bureau inspects all multi-dwelling properties (three or more units) in the City to ensure that they meet a reasonable degree of fire and life safety. This state-mandated program helps safeguard residents and visitors who patronize local hotels and generates approximately \$350,000 in annual revenue that offsets implementation costs. The Fire Prevention Bureau completed inspections of apartments, hotels, and fraternity/sorority houses in 2024 for a 99% compliance completed ratio.

Fire and Life Safety Inspections: 1,800 inspections were completed for the City of SLO in 2024. These inspections include new or existing businesses, annual inspections, and Fire and Life Safety Systems. The Fire Prevention Bureau (FPB) has maintained a 97% compliance rate for all fire and life safety systems in the city of SLO. FPB staff also completed 428.66 Plan Review hours. A

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portion of these inspections resulted in Fire Code operating permits, which generates about \$100,000 in annual revenue.

Hazardous Materials Inspections: The Fire Prevention Bureau serves as a “Participating Agency” in the County’s Certified Unified Program Agency (CUPA). Businesses that use or store hazardous materials in an appreciable quantity, generate hazardous wastes, or operate underground or aboveground petroleum storage tanks are subject to inspection. The Hazardous Materials Coordinator conducted 288 facility inspections in 2024. An additional 296 inspections were completed of which 119 facilities are coupled to our Operational Permit Program. The overall program generated approximately \$234,000 in revenue in fiscal year 2023-2024

Vegetation Management: In July 2024, the Fire Prevention Bureau was able to take a proactive role in Weed Abatement. The Bureau mailed out 76 courtesy letters to property owners with a history of enforcement. Due to the early notification only two dozen required follow up enforcement, leading to compliance within 30 days. The Fire Department continued to support Natural Resources and Parks and Recreation Ranger Service in the fuel reduction projects in City-owned open space and creek corridors. In 2024, City staff continued along the Bob Jones Bike Trail and San Luis Obispo Creek between Prado Road, Los Osos Valley Road, San Luis Drive, removing dead and down material and smaller vegetation from the creek, creating a shaded fuel break along the creek corridor behind the Water Resource Recovery Facility and nearby critical facilities. Additionally, fuel reductions efforts were continued in the Bowden Ranch Open Space, Cerro San Luis Natural Reserve with staff support from Ranger Service’s Open Space Technicians (supplemental staff positions) and help from the California Conservation Corps crews. In Fall of 2024, staff received notification of a grant award through CalFire for the purchase of two large woodchippers to continue hazardous fuel reduction in high fire creek areas.

In 2024, the Fire Department also worked closely with the County Fire Safe Council to support future vegetation management projects into 2025, including both planning and fuel reduction projects to help reduce the wildfire threat surrounding the City, with a large focus on the Irish Hills, Miozzi Ranch, and Reservoir Canyon areas. Grants through the fire safe council were secured to fund hazardous tree removal throughout the City and grazing along San Luis Obispo and Prefumo creeks.

Critical Facilities Locations and Reducing Structural Hazards:

CASE Program OP-7.12 identifies City facilities necessary for community function and emergency response. Additionally, the program tasks the City with preventing the construction of new critical facilities from being located in specified flood zones, wildfire zones, earthquake faults, or other special designated zones. Where critical facilities are already located in these zones, the program tasks to identify, and when feasible, implement, mitigation strategies to limit the impacts of associated hazards. In 2022, staff attempted to implement a project with the California Joint Powers Insurance Authority to install seismic sensors in critical facilities to help staff quickly assess potential structural impacts after earthquakes. The project was paused due



SafeHub Seismic Sensor

to staff time capacity within the Public Works Department due to winter storm impacts, which was anticipated to be completed in early 2024.

Police Department

Safety Element Program 9.4 states that the City will train police officers and other City employees to levels appropriate for their tasks & responsibilities. In 2024, the Police Department employed 61 sworn positions and 34 non-sworn positions, for a total of 95 full-time employees. As noted in the 2018 Capital Facilities Fee Program Nexus Study (i.e. AB 1600 Nexus Study), the service population totals to a combination of 72,800 workers and residents. With the current 61 sworn officers, the current service level is a ratio of 0.84 sworn officers per 1,000 service population. At General Plan buildout, the service population is forecasted to grow by approximately 15,500 persons, and if the same service level ratio is applied, the City would need 13 more sworn officers by 2035. The Police Department had 59 sworn officers back in 2002 and has not experienced significant sustained growth in personnel in the past 20 years, while conversely the City has continued to grow in area and population. In 2024, the Police Department completed a comprehensive staffing study that was presented to City Council in January 2025. The staffing study recommended 55 action items for the department, including the addition of 14 full-time employees to enhance service delivery to the community, of which 11 were police officers.



In 2024, the Police Department completed its first year of work effort on the 5-year strategic plan. Year 1 action items include: the completion of a department-wide staffing study, use data-driven policing tools to reduce crime, establish an online recruitment portal to enhance hiring efforts, improve the existing physical fitness facility at the department, develop a central resource guide for employee wellness information, and update the current body-worn and in-car camera systems.

Staff Training: The California Commission on Peace Officer Standards and Training (POST), which mandates minimum content and hours for basic and in-service training, also regulates the training of police officers and communication technicians. The Police Department maintained compliance with POST requirements for in-service training hours for required employees. This was accomplished in 2024 by sending employees to POST-certified training courses in various topics, with the associated costs reimbursed by POST, and by providing in-house training for employees. Police Department employees have utilized a combination of on-line, in-person and SLOPD hosted training to ensure all employees maintain their training hours.

In 2024, the department continued their commitment to having 100 percent of staff trained in Crisis Intervention Training (CIT). As new employees are hired, they are sent to CIT training as soon as possible to maintain the City's commitment to having a fully trained CIT staff. The primary goal of CIT is to reduce injuries to officers and mental health consumers during contacts, and to appropriately redirect mental health consumers from the judicial system to the services and support needed to stabilize consumers and reduce contact with police. CIT training can be between 8 and 40 hours depending on the course. The San Luis Obispo Police Department is committed to ensure that all staff receive the 40-hour training course as soon as possible.

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The San Luis Obispo Police Department (SLOPD) also conducts in-house training using employees who are certified instructors in a variety of police-related job functions, including defensive tactics, mobile field force, active shooter, and use of firearms. In addition to the standard police training, the department successfully completed its second year with a robust Peer Support Team to help officers after tragic or traumatic events. The Peer Support Team has been trained to deal with a wide variety of potential problems and can give direct counseling or direct those in need to the proper resources. They have implemented a monthly employee wellness newsletter providing outreach and information on a regular basis to staff. Peer Support has provided its expertise to surrounding Law Enforcement agencies over the past year in response to critical incidents in those jurisdictions.

Mutual and Automatic Aid – Police: Section 9.10 of the Safety Element indicates that the City will work with other jurisdictions to obtain and follow adequate mutual-aid and automatic-aid agreements. In 2024, there were zero requests for mutual-aid to SLOPD for natural disasters. The Police Department provides Officers to assist surrounding Law Enforcement agencies with various special events including parades, protests, and large-scale investigations. Typically, our officers assist many local police departments, including Santa Maria, Pismo Beach, Paso Robles, Morro Bay, Atascadero, California Highway Patrol, and the Sheriff’s Department. In return, many of these agencies assist SLOPD in several of our large-scale events, including the Women’s March and the Holiday Parade. With COVID-19 restrictions lifted, special events throughout the City have returned to normal levels.

The City has participated in a regional Special Weapons and Tactics Team (Regional SWAT) since 2008. The Regional SWAT team allows participating cities to leverage limited resources and maximize coordination and special expertise during critical incidents. The SWAT team responds to incidents throughout the county and conducts twice monthly training exercises along with scenario-based training days in conjunction with the City’s Crisis Negotiation Team. In 2024, the Regional SWAT team was requested to assist Kings County Sheriff’s Office on a large-scale warrant service operation for an organized crime ring.

Community Action Team (CAT): The CAT Team continues to identify problems and crime trends that negatively impact the quality of life of residents, business owners, and visitors. The CAT Team works collaboratively with a variety of individuals and groups, including patrol officers, investigators, the Neighborhood Outreach Manager, other City departments (Fire, Ranger Service, Public Works, Community Development), social service providers, business groups, and other governmental agencies as appropriate to provide a trauma-informed care approach to connect the City’s most vulnerable residents to resources and services. The CAT Team has focused on several individuals in our community who are involved in adverse and repetitive criminal activities that negatively impact our community. In 2024, CAT engaged with 471 individuals and made 197 treatment referrals to mental health and substance abuse services. Additionally, CAT facilitated 8 family reunifications for individuals experiencing homelessness.

In 2024, the CAT Team was expanded and is comprised of 1 CAT Officer, 1 Community Resources Officer, 1 Licensed Psychiatric Technician from County Behavioral Health, and 1 Community Resources and Services Specialist. This expansion has been vital to enhance the effectiveness of the CAT Team in providing services to the community.

Community Service Officers: The growth and rebranding of the Community Services Officer (CSO) program formerly known as Field Service Technician (FST), was a strategic expansion aimed

to triple the program's capacity and enhance our commitment to the Downtown Core's well-being along with the rest of the City. With this, the CSO program has played a pivotal role in delivering personalized services to our business community, residents, and visitors.

The primary objective of CSOs is to address quality-of-life issues efficiently. These non-sworn officers promptly respond to non-criminal and criminal infractions, including but not limited to drinking, smoking, noise disturbances, blocking the right-of-way, and minor disturbances of the peace. This year, the CSO program has demonstrated a significant impact and success in addressing crime and quality-of-life issues. CSOs have effectively responded to infractions, and misdemeanors contributing to a safer and more harmonious downtown environment. Over the past year, the CSO issued 88 citations for offenses such as public alcohol consumption, littering, smoking, and unregistered vehicles, along with 294 cite-and-release arrests for alcohol, drugs, theft, tows, and trespassing. While many of these incidents reflect their dedicated efforts Downtown, enforcement has been carried out citywide. Their presence has been felt through their rapid resolution of incidents.

CSOs have actively engaged in building effective partnerships with various community stakeholders. This collaborative approach not only fostered a sense of community but also enabled sworn police officers to concentrate on more serious calls for service. The CSO team is a visible presence in the community, utilizing a range of patrol tactics, including bikes, vehicles, and predominantly, foot patrols. The CSOs have proven to be a force multiplier for the Police Department and the strategic allocation of these resources has improved overall service delivery to the community, offering assistance in a shorter timeframe.

The success witnessed over the past year in the expanded CSO program represents a significant step towards creating a safer, more vibrant downtown community. This initiative has strengthened the bond between law enforcement and the community, fostering a collaborative and secure environment for everyone.

Neighborhood Wellness

Land Use Element Program 2.14 states the City will help identify neighborhood problems, and undertake a wide range of focused development review, capital improvement, and code enforcement efforts to help residents preserve and enhance their neighborhoods.

Neighborhood Officer Program – Police Department

In 2013, the Police Department launched a Neighborhood Officer Program that divides the City into 13 distinct “neighborhoods,” each with dedicated patrol officers assigned to address neighborhood issues. The Neighborhood Officers act as liaisons between the Police Department, the community, and a variety of City agencies. Neighborhood officers have continued to be a consistent “go to” for residents needing assistance with a variety of quality-of-life concerns. Residents can contact their neighborhood officer directly from the City website.

Code Enforcement – Community Development Department

The City’s Code Enforcement Office reports directly to the Community Development Department’s Chief Building Official and is responsible for prioritizing, responding to, investigating, and enforcing the validity of all reported violations relating to several regulations. It is the goal of code enforcement to gain compliance utilizing the lowest level of enforcement mechanisms and techniques possible. Staff is responsible for ensuring compliance with state and local laws relating to:

- Building and Zoning Requirements
- Property Maintenance
- Graffiti
- Abandoned Shopping Carts
- Conditional Approvals and Permits
- Setbacks, Fence Height
- Polystyrene/ Straws/Water bottle
- Signs
- Land Use
- Health & Safety Concerns
- Unpermitted Construction
- Improper Occupancy
- Substandard Buildings
- Dangerous or Unsecured Buildings
- Animal & Waste
- Noise & Odor

In 2024, Code Enforcement staff responded to 1,397 requests for investigation, a 36% increase over the previous calendar year and 122% increase when compared to 2022 totals. In total, 241 Neighborhood Preservation cases and 235 additional Code Enforcement cases were opened, resulting in a total of 476 Code Enforcement Cases as shown below in **Table 15**.

Table 15 - Code Enforcement Statistics, 2018-2024

	2018	2019	2020	2021	2022	2023	2024
Requests for Investigation	612	528	450	460	628	1026	1397
COVID-19 Related Calls	-	-	723	109	-	-	-
Code Enforcement Cases Opened	240	273	143	153	223	155	235
Neighborhood Preservation Cases Opened	574	658	556	518	365	73	241

Source: Community Development Department, 2024

Neighborhood Outreach – Police Department

Police Department SNAP employees (Student Neighborhood Assistance Program) continue to conduct parking enforcement and respond to noise complaints in neighborhoods during evening hours. In 2024, SNAP responded to 588 noise complaints in the neighborhoods and issued 294 Disturbance Advisement Cards (DACs). DACs are a formal warning that does not have a financial penalty, but it does place the property on the noise “no warning” list and future noise complaints are investigated by patrol. SNAP continues to conduct parking enforcement in the residential districts, and in 2024, issued 3,199 citations (no permit, fire lanes, blocking hydrants, parking in disabled spaces without placard, etc.).

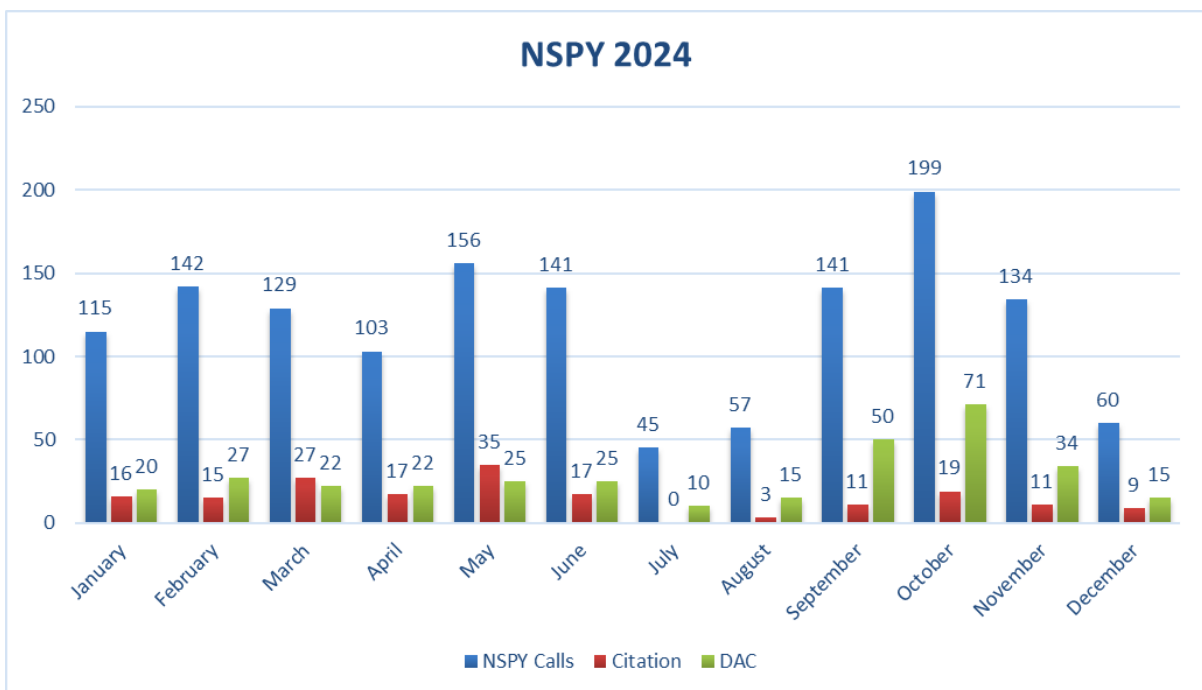
In response to the need for non-adversarial processes that address community conflicts, the City of San Luis Obispo, Cal Poly, Cuesta College, and Creative Mediation, a local non-profit, developed the SLO Solutions Program in 2004 to offer free conflict resolution and mediation to City

residents. SLO Solutions served 1,683 residents in 2024, a 75% increase from 2023. Out of this total number of residents/students, 637 were participants in web-based or in-person workshops and information sessions regarding SLO Solutions services and benefits, and communication and conflict resolution tips/strategies.

We credit the increase in outreach/education in part to the Cal Poly intern, as well as growing partnerships with the Cal Poly Off-Campus Housing office and Greek Life organizations and Cuesta’s Student Life and Leadership office and Basic Needs Center.

Noise abatement in the neighborhoods continues to be a priority in the maintenance of civility and wellness in the community. **Figure 4** below provides a monthly overview of noise complaints throughout the year. Voluntary party registration continues to be an excellent tool for residents who choose to have social gatherings at their homes. Party registration provides residents the opportunity to register their event with SLOPD, and if a noise complaint is received, police dispatch will call the host and give a 20-minute warning for the party to quiet down. In 2024, 442 party registration applications were received, 304 applications approved, 51 warning calls were made, and 75 citations issued to party hosts that did not heed their warning call.

Figure 32 - Monthly Noise Party Calls for Service, 2024



Conservation & Open Space

Conservation and Open Space Protection was identified as a Major City Goal (Climate Action, Open Space, and Sustainable Transportation) as part of the Fiscal Year 2023-2025 Financial Plan. The General Plan contains many goals, policies, and programs focused on open space protection. The policies apply to sensitive lands within the City’s urban reserve as well as land in the San Luis Obispo Greenbelt area that is protected for its biological, agricultural, aesthetic, and/or watershed

protection value. These policies are further detailed in the Land Use and Circulation Element and the Conservation and Open Space Element. Department highlights for 2024 include:

- **Mioosi Open Space:** The City continues to implement measures identified in the Mioosi Open Space Conservation for this 266-acre property purchased in 2018. The acquisition protected 6 different special status wildlife species and 6 different special status botanical species. It also protected critical area of the upper San Luis Obispo Creek watershed and provides a key wildlife migration corridor along Cuesta Ridge. City Council approved the conservation plan for the property in 2019, and Natural Resources and Ranger Service staff have been implementing the necessary steps to steward the property for natural resources protection and for compatible passive recreational uses. The core network of the Mioosi Open Space trail system was completed in Spring 2022, including a trail agreement with Cal Poly in November 2021 that allowed the City to create a trail connection from Mioosi Open Space to Poly Canyon Road. This greatly improved overall trail connectivity in the area and has provided opportunities for student research. Invasive species control efforts were implemented in 2023 and 2024, as well as erosion and storm damage repairs, with significant repair work completed to protect the primary access road through the property that was at



risk of being lost.

Additional trails identified in the conservation plan are anticipated in 2024 as part of the Major City Goal work program.

Mioosi Open Space

- **Righetti Hill:** The City received a dedication of Righetti Hill within the Orcutt Area Specific Plan and Natural Resources, along with the Ranger Service staff to establish a new open space and trail system. The Righetti Hill Open Space Conservation Plan was adopted by Council in 2023 and Phase 1 of the trail system and trailhead work was completed in early 2024.
- **City Farm SLO:** The City continued to support and partner with City Farm SLO to deliver sustainable agriculture education for students and the community, while producing healthy local food. In early 2022, a 40-year lease extension was granted to City Farm SLO reflecting the successful long-term partnership and City Farm SLO's plans for significant capital improvements at the property. City Farm SLO was awarded a \$200,000 grant from the California Farmland Conservancy Program for site access improvements and enhancements along Prefumo Creek, which was completed in 2024. The City will continue to further

augment this effort with in-kind services and support as part of the Major City Goal work program.

- **Invasive Species and Restoration:** The City continued invasive species vegetation control along Froom, Prefumo, and San Luis Obispo Creeks, which involved planting native plants and trees to restore habitat. Restoration plantings included the installation of butterfly gardens in City and neighborhood parks in support of the Mayor's Monarch Pledge, a partnership with the National Wildlife Federation. The City also partnered with the Central Coast State Parks Association and the Western Monarch Trail organizations to have educational signage (in English and Spanish) and a demonstration nectar garden installed in Mission Plaza for the purpose of educating visitors.



Mission Plaza Monarch Butterfly Educational Panels

- **Cultural Fire:** In June 2024, the City hosted a cultural burn at Johnson Ranch Open Space. The burn was conducted by the yak tit'yu tit'yu yak tihini Northern Chumash Tribe (ytt) with support from CalFIRE. It was the first Indigenous-led cultural fire in SLO County since the 1800's. The yak tit'yu tit'yu yak tihini Northern Chumash Tribe (ytt) is 1 of 8 distinct tribes of the Chumash community and was historically present throughout today's San Luis Obispo and northern reaches of Santa Barbara County. In 2022, the City adopted the Climate Adaptation and Safety Element (CASE) which aims to incorporate traditional ecological knowledge, such as cultural burns, as a form of traditional knowledge that helps our community adapt to climate change. Good fire reduces fuel loads and decreases the likelihood of catastrophic future wildfires that can lead to significant safety risks, property damage, and poor air quality in the community. Tinityu "Good Fire" can also enhance and maintain biodiversity, increase the abundance of foraged food, encourage the growth of high-quality material, reduce plant diseases and insect infestations, and improve hunting conditions. This cultural burn was an interagency operation with support from the City of San Luis Obispo, CalFIRE, San Luis Obispo County Fire Department, and San Luis Obispo City Fire Department.

- **Johnson Ranch Riparian Restoration:** In 2024, the City began restoration work at Johnson Ranch. This project is funded by a \$250,000 grant from the Wildlife Conservation Board and Point Blue Conservation Science. The project approach leans heavily on City partners, such as ytt who are leading perennial grassland restoration efforts on the banks of Dry Creek, and the Nature's Engineers who are implementing over 30 Beaver Dam Analogs



Johnson Ranch Open Space

(BDAs) in Dry Creek to retain water longer into the dry season, improve groundwater recharge, and improve steelhead habitat. Lastly, ECOSLO is leading volunteer-driven native tree and shrub plantings in the creek corridor. Together these restoration activities can sequester carbon while making Dry Creek and Johnson Ranch more resilient to the impacts of climate change. Staff continue to engage with different professors and classes from Cal Poly to further educate with the “Learn by Doing” mantra in open space monitoring and restoration projects.

- Staff continued to support the Utilities Department in implementing the Stormwater Management Program as required by the Regional Water Quality Control Board (RWQCB). The plan focuses on improving stormwater quality through Best Management Practices (BMPs), including construction site monitoring, municipal operations, development review, litter control, installation of projects to address the Pathogen TMDL, and public participation to reduce pollution run-off.
- Staff continued steelhead trout (*Oncorhynchus mykiss*) and Pacific lamprey (*Entosphenus tridentatus*) surveys along San Luis Obispo and Stenner Creeks with biologists from the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). We collaborated with CDFW staff to tag juvenile steelhead to better understand migratory patterns and population trends in the future and continue to expand those monitoring efforts. Staff also began cataloging where new oak trees can be planted and have begun installation of oak trees to expand the current oak forest in several City open space properties, such as Terrace Hill and Cerro San Luis. These projects were completed in collaboration with Rotary clubs, volunteers, and the California Conservation Corps and will support the City’s “10 Tall” goal of planting 10,000 trees by 2035.
- City staff partnered with the California Conservation Corps (CCC) through the Greenhouse Gas Reduction Fund (GGRF) program to help implement the Wildland-Urban Interface (WUI) and Integrated Vegetation Management Plan for Open Space Lands of San Luis Obispo. Through this partnership, CCC members worked in Bowden Ranch to reduce and remove dead, down, and burned material and ladder fuels in response to the Lizzie Fire from October 2023. Staff were able to work with the FireSafe Council and PG&E on a major fuel reduction and cleaning effort in response to the Lizzie Fire and continue to further identify projects to increase the community’s protection along the WUI.

Parks & Recreation

The Parks and Recreation Department provided programs and services with a focus on youth, senior, and family programming to support objectives associated with the Parks and Recreation Blueprint for the Future (Element and General Plan), Major City Goals and Local Revenue Measure G. Throughout 2024, the Parks and Recreation Department offered programs and activities in areas of senior programming, youth activities, and family-friendly community events with an emphasis on community building. The following sections highlight the comprehensive divisions and programs supporting the Major City Goals and the Parks & Recreation Blueprint for the Future (Element and General Plan).

Community Programming

Youth Sports: The City provides recreational youth sports opportunities for children of all abilities and experience levels, through clinics and sports leagues. The City’s recreational programming focuses on building confidence, teamwork, integrity, and leadership skills. The City continues to work collaboratively with local youth sports groups and San Luis Coastal Unified School District (SLCUSD) to meet the needs of the community. The Youth Sports Clinics, offered by Parks and Recreation staff, have continued to provide a variety of sports and fitness activities in 2024. Clinics included: pickleball, soccer, basketball, t-ball, and volleyball, serving over 180 youth athletes. Staff also provided two and a half weeks of full day sports camps during the summer, with over 100 youth participants.

The Sports Division continued the long-standing San Francisco Junior Giants summer program (baseball and softball) with over 230 children and over 45 volunteer coaches. This free, non-competitive, 8-week program focused on skills and drills, training, and game play as well as focused lessons to build resiliency, including: education, teamwork, confidence, leadership, and integrity. In addition, the Parks and Recreation Department continued their partnership with the Channel Islands YMCA (San Luis Obispo County) for the winter youth basketball league with over 700 children enrolled to form the 72-team program. The spring Futsal program was the second of these partnership leagues with over 350 children participating.



Parks and Rec Youth Sports Clinic

Each of these leagues was made possible because of the 160 volunteer coaches to provide training and support games, with City staff coordinating the program and overseeing all games.

Adult Sports: Adult recreational sports continue to provide the community with a variety of activities for both adult and senior populations. These sports include drop-in Boomer Softball, ultimate frisbee, table tennis, volleyball, dodgeball, and basketball. Programmed activities include adult soccer through partnerships with Central Coast Soccer and the SLO Pickleball Club for affordable pickleball lessons.

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Parks and Recreation staff manage the popular year-round softball leagues which annually encompass three seasons averaging 160 teams in 2024 with over 2400 rostered players. Senior sports activities (55+) include Pickleball programs and Boomer Softball. Pickleball continues to exhibit high popularity with the total number of participants playing on a regular 7-days a week basis at multiple park locations.



Softball League Champions

Community Building Programs:

The Department continued to assess and expand activities for the community to connect and enjoy all that San Luis Obispo has to offer. With support from the Parks and Recreation Commission, the dedicated Parks and Recreation staff provide enhanced programming year-round to local community members.

Throughout 2024, Staff coordinated popular community events such as the Leprechaun Lost event at Farmer's Market in March, the Spring Fling and Egg Hunt at Meadow Park, the Jack House Spring Concert series, and summer "Monday Meet-Up" days (including music, food trucks, games). The extremely popular fall events were the September Scramble with over 600 participants, as well as the October Boo Bash with a movie and haunted house that experienced record attendance for over 500 community members of all ages.



September Scramble

Contract Classes: The City's external instructor partners provide a range of classes for youth and adults. Parks and Recreation staff coordinated over 750 class registrations for courses related to art, dance, fitness, financial planning, and even surfing.

Community Gardens: The five Community Gardens in the City continued to thrive with the support of staff's hard work and maintenance. Staff coordinated four volunteer workdays, as well as free composting days available to gardeners through the City's Hitachi Zosen Inova (HZI) program. With the completion of the North Broad Street Park, the Broad Street gardens reopened with 12 new plots, including 3 elevated beds. The past gardeners had first priority in plot placements with the park opening.

SLO Skate Park: The Skate Park remained a popular location for the community to actively utilize, from beginners to experts, at both the skate park and roller rink. As roller sports have become increasingly more popular, City staff played a role in supporting all user groups to enjoy the park with education and assistance for user groups with facility reservation times at the roller



SLO Skate Park

rink. Throughout Spring 2024, the City participated in the popular SLO County Monster Skate Program which rotates throughout the County and finalizes with the end of season event at the SLO Skate Park in May. Monster Skate is a multi-agency event, with each agency hosting a separate skate competition throughout the spring.

SLO Senior Center: The City continued to support senior programming and the Senior Center Board with a half-time Coordinator. Program support included two trips to the San Luis Obispo Repertory Theater, the Melodrama in Oceano, and City Farms SLO. In 2024, staff continued to offer programs including a hiking group, walking group, two seasonal family trivia night series, and six Around the Town tours. A bocce ball workshop series was introduced following the opening of the new court at Michelle Park and evolved into a bocce ball club that meets weekly. Three special events were offered including a new partnership concert with SLO Winds, a luncheon to celebrate the opening of the revitalized Michelle Park, and the end of the year 1950's sock hop dance. The Senior Center Board continues to organize book clubs, bridge, brain aerobics, and other programs geared at engaging the Senior community in San Luis Obispo.

Jack House and Gardens: Staff, along with the volunteer Jack House Docents, contributed to growth and development of Jack House events, and recruitment strategies enabling more activities to take place in 2024 and greater volunteer support. Through the support of the Volunteer Coordinator, the Jack House Docents expanded their membership from **6** to **13**. Jack House Docents conducted public tours one to two Sundays per month from May to December and held frequent special events like musical concerts and crafts for kids in the garden. Docent volunteers decorated the Jack House for the holidays and welcomed involvement from the SLO History Museum and a life-size model train on display for guests to operate from the Railroad Museum in the freshly cleared out Carriage House. Over 150 community members of all ages visited the Jack House over the holidays – a record and best year to date, according to a Docent volunteer who's been involved with the Jack House for over 45 years.

Youth Services

School Year Childcare: Childcare was offered before and after school to children enrolled in grades TK through 6th grade at their home school sites (except for Teach Elementary which is bussed to the nearby Pacheco Elementary school site). Families were able to register for drop-in care (paying only for the time that their child attends) which

Day Camp Field Trip

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benefits more families as they only pay the cost of the care used (as opposed to a flat program rate that is a “use it or lose it”) which allows more children to be enrolled in the program due to fluctuating schedules. Programs continue to be offered in the traditional time frames: before school, middle of the day for TK and Kindergarteners, and after school. Due to continued nationwide staffing shortages and limited facility space, programs continue to manage waitlists throughout the school year.

For the 2023-2024 school year, San Luis Coastal Unified School District (SLCUSD) requested a new partnership from the City. Instead of the City providing family-paid childcare during the traditional TK/Kinder program hours (8:30 am to the start of their school day or release of their school day until 2:50 pm), the District used Extended Learning Opportunity Program (ELOP) funds to pay for childcare coverage for all TK/Kinder students during this time. The District also extended the school day for Kindergarteners. This resulted in a Memorandum of Understanding (MOU) with the District to pay directly for the costs of children attending during these program times. For the 2024-2025 school year, 563 children are enrolled into the City’s licensed before/after school program (paid for by family or subsidized through CAPSLO or City scholarships). In addition, 300 children receive care during the District paid time (8:30 am– 2:30 pm). Combined, the City is providing care to over 863 children, the highest numbers ever.

Challenges in increasing attendance continues as the school district is currently under construction at all school sites, using a recent bond measure. As such, some of the childcare programs have been confined to running on a stage in a Multi-Purpose room or sharing a classroom, knowing that when construction is finalized, opportunities for growth will follow.

Summer and School Break Care: In 2024, the City provided two camp options: the traditional summer camp program, (Ultimate Day Camp = UDC) and a summer school option in partnership with SLCUSD (Summer Fun Day Camp = SFDC). UDC included seven weeks of full-day camp for about 90 children each week including field trips, swim trips, and special events on-site. Staff coordinated field trips to locations throughout the City and County, including Mustang Waterslides, Avila Beach, Santa Barbara Zoo, SLO Children’s Center and a downtown scavenger hunt, Cachuma Lake and bi-weekly trips to the SLO Swim Center and Sinsheimer Park. Since the pandemic began, City transit and local buses have not been available for summer camp. The program was required to pay more for an outside charter bus to allow children to participate in the traditional field trip offering, including twice a week trips to the SLO Swim Center. Numbers for this package-price program decreased slightly in 2024 and numbers in the District’s free summer school program increased. For SFDC, numbers increased as the City partnered with SLCUSD to provide before and after summer school care at two school sites. While this program was free for the children, the District paid the City directly for the services using ELOP funds, with over 300 children participating at two sites.



Other programs during the school year included: two Teacher Workday Camps, a week-long Spring Break Camp for school-

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aged youth, increased care hours during the district’s early release days, as well as numerous onsite special events. The Division also held its third annual “Family Fest” in the winter where families made gingerbread houses and could participate in a silent auction for items donated by local businesses, with all proceeds going to Youth Scholarships.

Subsidized Childcare: The City continues to work with Community Action Partnership (CAPSLO) and Childcare Resource Connection to provide subsidized care for children. This means that children who are qualified through CAPSLO are allowed to attend childcare without paying and the City applies to CAPSLO for reimbursement (unlike all other attendees who are required to pay prior to attendance). In 2024, 62 children were subsidized through CAPSLO. The Youth Services division also manages a registration scholarship program. In the 2023-2025 financial plan, Council approved \$20,000 to be allotted to youth scholarships. In 2024, 26 families received \$16,450 in scholarship support.

Childcare Staff: All Youth Services programs are made possible with the work of up to 70 supplemental staff, ranging from entry level Childcare Aides to Childcare Head Teachers and full time Site Directors. Staff turnover since Fall 2024 has resulted in 75 part-time staff hired during the year and 50 staff separations. Each time a supplemental staff is onboarded, the Youth Services Administrative team and Parks and Recreation administrative staff spend a total of 60 hours per employee in onboarding and training.

Staff are provided ongoing instruction to ensure programs are consistent with Department and State Licensing standards. Topics include Positive Guidance, Safety and Accountability, Mandated Child Abuse Reporting, and Pediatric CPR/First Aid. In addition to supplemental staff, each school site is supervised by a Site Director who is responsible for up to 150 children throughout the day, ensuring state licensing compliance and staff oversight. Due to current staff shortages, all Site Directors, along with full-time positions such as Program Assistant, Recreation Coordinator, and Recreation Supervisor are providing direct care to the children.

Volunteers & Training

The City-wide Volunteer Program continued to expand under the leadership of the Coordinator focusing on building back a community volunteer base that was lost during the pandemic, setting eyes on building a strong programmatic foundation and system infrastructure. Volunteers support the advancement of City projects and Major City Goals, working alongside staff on a regular basis or for single-day events.



Volunteers at the Emerson Park Garden Work Day

Community members and affiliate partners volunteered for Ranger Service workdays, community garden service days, creek and park cleanups, and at Parks and Recreation annual community building events like September Scramble, Leprechaun Lost and Boo Bash. Partnerships between the City and Cal Poly, Cuesta, local non-profits, and faith-based

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organizations continued to strengthen with broader volunteer engagement. In 2024, 422 new volunteers enrolled into the system, for a total of 529 volunteers, tracking 6,335 volunteer hours! In 2024, new volunteer opportunities were created, including fine art volunteers (capturing photos of city-wide events), administrative volunteers within all City departments. In 2024, eleven parks were adopted using the new Adopt-a-Park model.

Open Space Maintenance

Ranger Service accomplished significant goals and tasks in 2024 with creating new and upgraded trails and continued to provide educational and recreational opportunities to the community of San Luis Obispo. The City's 4,050 acres of designated open space and 66+ miles of trails is designed to provide access for a variety of abilities and experiences ranging from easy to rugged hiking trails, introductory and challenging mountain biking, and scenic pathways within minutes of community residences and businesses.

The City's Ranger Service staffing model was revised with the formal adoption of the pilot skill-based pay format for the 6 FTE positions. Ranger Service led monthly educational hikes through different City open spaces, held over 50 community/volunteer workdays, and promoted the educational Wilderness Wednesdays via social media to engage and educate our community, as well as conducted three Junior Ranger Camps this year. In 2024, over 1000 hours were devoted to public education focusing on conservation and local history of the flora and fauna specific to each open space properties. Dedicated community volunteers worked hand in hand with Ranger staff in trail maintenance projects at Cerro San Luis, Johnson Ranch, and Irish Hills within the City's open space trail network. Additionally, the renovation of two walking/biking bridges within the Irish Hills Natural Reserve, along with the renovation of the Cerro San Luis main trail were signature projects completed in 2024. Ranger staff also contributed, in partnership with Natural Resources and the Fire Department, for the second collaboration with the Chumash Tribes Cultural Burn at Johnson Ranch Open Space.

A major internal project was a key focus during 2024 with creation of the first formal bike park at Laguna Lake Park. The project meets a key objective outlined in the Parks & Recreation Blueprint for the Future (Master Plan and General Element). Amenities were identified through a city-wide survey and a community forum held in March 2024. The completion Phase 1 and Phase 2 included the Mountain Bike Loop, Kids Pump Track, and the two Jump Lines (Progressive and Advance).



Laguna Lake Signage

The popular Winter Evening Access (WEA) Program at Cerro San Luis Natural Reserve, which allows for extended evening hours of use for passive recreational purposes along approximately 4.9 miles of City managed trails during the winter months (November – March) when daylight savings time is not in effect. During these time periods, public use is extended to one hour before sunrise and until 8:30 PM. During daylight savings time, the hours of use for the public return to one hour before sunrise through one hour after sunset. Nighttime use is by permit only and limited to 65 people per evening based on prior conservation review. The free permits for biking and hiking are allowed up to 1-week before and available through the City website. Ranger staff are present at the trailhead, checking permits and educating the public during the Winter Evening Access program.

North Broad Street Neighborhood Park

The long-awaited park project which was approved for construction in fall 2023 was completed and opened in October 2024. The original location served as a community garden and now includes 18 garden plots (6 that are ADA accessible), a playground that includes a rope net climber, seating tables, walking paths with lighting, shade structure, and grass areas.



North Broad St. Neighborhood Park Map

Cheng and Mitchell Park Renovations:

Two park renovation projects were completed in 2024 with the beautification project at Mitchell Park and full renovation of Cheng Park. The City was awarded a State Prop. 68 Grant of \$172,400 to help support upgrades at Mitchell Park that included the addition of an introductory bocce ball court, chess/checker park tables, upgraded picnic area with shade covering, and safety lighting. The full renovation of Cheng Park was completed in October 2024 with renovations of the meditation pond, new ADA flatwork, full landscaping, new safety lighting, and upgrades to the gazebo (The Ting)



Ribbon Cutting at N. Broad St. Neighborhood Park

Mitchell Park



Cheng Park

Orcutt Area Parks (Righetti Park System)

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In July 2021, City Council approved the development of a multi-park system as part of the Orcutt Area Specific Plan, specifically within the Righetti Ranch Neighborhood. The design process continued with an in-person community workshop held in April 2023 which provided updated designs for construction. The proposed parks in this area include a comprehensive community park, a linear park, a pocket park, as well as a formal trail junction. RRM Design are developing the construction documents in preparation for a potential first phase build of the Community Park in summer or fall 2025. The recreation amenities of the parks are in support of the Parks and Recreation Blueprint for the Future (General Plan and Element), including pickleball and tennis courts, basketball courts, multi-age playground, restrooms, athletic turf fields, a dog park, bike park, and community gardens.



Orcutt Area Park System

SLO Swim Center

In 2024, the popular SLO Swim Center continued to provide a range of community focused aquatic opportunities including lap swimming, recreational swimming, group and private swim lessons for all ages, aquatic fitness classes, SCUBA, and a variety of programs specifically for the warm water pool. In Summer 2024, the Swim Center partnered with three non-profit organizations (GALA, Central Coast Autism Spectrum Center, SLO County Friday Night Live) to provide unique recreational swim opportunities and offered extended swim lessons opportunities throughout the year.



Swim With Pride Rec Swim Event

The Super Rec Saturdays featured the inflatable obstacle course, family-focused themed activities with attendance for each Super Rec Saturday averaging between 500 and 800 persons. Additionally, this summer staff partnered with the SLO Seahawks to operate a snack bar during each event. The Aquatics Division launched the new year-long Water Safety Campaign featuring the digital resource hub, Be a SLO Safer Swimmer, and issued a proclamation in 2024 declaring May as Water Safety Month. This water safety hub, part of the Aquatics Safety Awareness Program (ASAP), offers resources to educate the community on staying safer in and around water. The term “safer” is emphasized over “safe,” as water environments always carry some

level of risk, regardless of swimming ability. The hub provides tools for enhancing water safety through proper swim instruction and education. The SLO Swim Center currently serves as the lifeguard training hub for the county of San Luis Obispo as the Aquatic Coordinator is the regional Instructor Trainer for the Red Cross courses. This is a prestigious luxury for a City staff member to have this level of certification and allows the SLO Swim Center to be a focal point for water safety within our region.

Laguna Lake Golf Course

The Laguna Lake Golf Course (LLGC) provides affordable annual programs and services on a seven days per week schedule. The general maintenance and operations of the golf course continued to be severely impacted from aging irrigation requiring additional maintenance resources and facility impacts, as well as increased water costs. The Pro Shop facility remains closed due to major flooding from a significant winter storm in December 2021. Golf Operations continues to take place in a temporary on-site office trailer to support golf reservations, rentals, and merchandise sales. The design of the pro-shop is set to begin mid-2025 with construction anticipated in 2026.

The winter 2023 storms created a significant safety hazard for the pedestrian wooden bridge due to the creek embankments being compromised. The bridge connects holes 1 and 2 and provides access to holes 3 through 5. Staff were able to modify the course to provide alternate access to resume play for golfers. Bridge replacement is currently scheduled for summer 2025. Staff continue to implement community programming at the golf course, including driving range, seating and pitching area upgrades, all ages golf lessons, Laguna Middle School PE classes, SLO High School golf program, Cal Poly kinesiology classes, free classes for the SLO County Special Olympics, free youth golf clinics through First Tee program, as well as hosting special events such as September Scramble and a county-wide cross-country youth competition.



New Driving Range Ball Shed

Public Art Program

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2024 saw the first ever Public Art coordinator to be hired for the City. The City Public Art Program plays a key role within our community and supports the Major City Goals of Diversity, Equity, and Inclusion (DEI) and Economic Development. The addition of the Public Art coordinator provided opportunity for the program to go from “survive to thrive,” with ongoing collaborations with local community groups such as the San Luis Obispo Museum of Art, SLO Arts Council, and local artists. New community collaborations were forged with SLO NAACP, SLO County Arts, SLO Senior Center, as well as the launch of a regional group of Public Art Administrators, visioned and coordinated by the City’s Public Art Coordinator.

In 2024, over 20 local artists were hired for new installations throughout the City. Included were two rounds, 20 total, utility box art installations. Of these, 10 were new (blank boxes) and 10 were replacement installations for art from 2015. With a change in legislation, staff were required to find creative solutions for installations, resulting in vinyl wrapped boxes. Culminating the installations, an artist tea was held for artists of deaccessioned boxes and new artists, continuing the growth of community through art programming.

Continuing the trend of community building, an artist was commissioned to build an interactive community mural that was transported to multiple programs and events throughout the summer, beginning with the Juneteenth celebration. Community members were invited and encouraged to engage with the art and add to it. An artist lecture series was also initiated, in partnership with SLO County Arts. Three artists spoke at a free lecture for participants.

City staff continued to work on the Chorro Underpass public art project throughout the year. Installation of the artistic fencing completed, and the mural installation was initiated (to be completed in Winter of 2025).

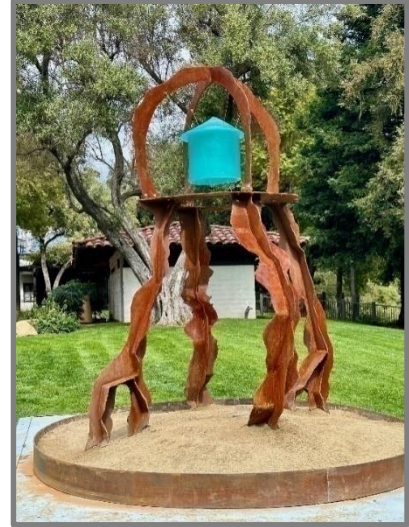
2024 was also a year of managing infrastructure and assessing conditions of the City’s inventory of art. An artist was hired to assess and provide recommendations on art that has been deferred of maintenance. Along with assessment, a revitalization of the public art website occurred, making it more user friendly and engaging, as well as current. In addition to connect the community with artists, a page for deaccessioned art was developed. Finally, as is required for private development projects, City staff worked with the People's Self Help Housing on the installation of private art at Tiburon Place.



Box Art Program Invitation

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The City entered into the second year of a two-year community partnership agreement with San Luis Obispo Museum of Art (SLOMA). In April of 2024, SLOMA staff worked with City staff for the year-long installation of April Bank's "Tidewalker" that replaced Adam Parker Smith's "David" in the Mission Plaza lawn area. In the summer of 2024, SLOMA began working alongside City staff for the installation of public art in the Garden Street Alley. While the project would not be installed until early 2025, much of the design and administrative work was handled by staff in 2024.



Tidewalker

Conclusion

The City's General Plan guides the use and protection of the City's various resources to meet community purposes. The General Plan reflects consensus and compromise among a wide diversity of citizens' preferences within a framework set by state law. The General Plan is published in separately adopted elements, each containing its own policies and programs. The 2024 General Plan Annual Report summarizes progress made in 2024 for major programs specified in the elements of the General Plan.

One outcome of an annual report is the evaluation of whether actions that have occurred indicate a change in the general vision of the community that requires a more comprehensive update of the General Plan. Substantial progress was made by the City in 2024 related to implementation efforts of key General Plan elements. These efforts were taken in pursuit of the City Council's Major City Goals for FY 2023-2025 as described on page 3. City staff will continue to implement goals and objectives related to; Economic Recovery, Resiliency and Fiscal Sustainability; Diversity, Equity, and Inclusion; Housing and Homelessness; and Climate Action, Open Space, and Sustainable Transportation. Progress on implementation of these goals and objectives will be further reported on in the 2025 General Plan Annual Report.



Council Agenda Correspondence

DATE: April 1, 2025

TO: Mayor and Council

FROM: Timmi Tway, Community Development Director

Prepared by: David Amini, Housing Coordinator
Teresa McClish, Principal Planner

VIA: Whitney McDonald, City Manager

SUBJECT: ITEM 7E - SECOND READING AND ADOPTION OF ORDINANCE NO. 1743 (2025 SERIES) AMENDING TITLE 16 (SUBDIVISION REGULATIONS) AND TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE

Staff received the following questions, regarding how the newly released Fire Maps for the state of California (including San Luis Obispo) may impact future lot splits, specifically regarding whether they would be allowed under the proposed Ordinance and state law. The questions are below with staff's response shown in *italics*:

- 1) How do the new fire maps we just received impact the removal of the exclusion for minor urban lot splits in high or very high fire hazard severity zones, if at all?**

The minor modification below removed incorrect language describing exclusions under state law for high fire hazard severity zones. State law requires the City to only exclude sites that are in very high fire hazard severity zones (VHSFZ), and this is accomplished by the language implemented in the ordinance referencing this portion of state law. If state law becomes more restrictive, such as incorporating moderate and high fire hazard severity zones into the list of exclusions, the state law reference under the ordinance will stay current. The increase in parcels in the VHFSZ under the new maps means that a significant number of properties will be excluded from the provisions of the lot split ordinance.

- 2) Further, with the new maps, did the areas of our city where minor lot splits are NOT allowed increase, even if they were allowed before the new maps?**

There are many residential areas of the City, which under the 2011 FHSZ maps were not in a fire hazard severity zone at all, that are now in the VHFSZ under the current maps. Fire Chief Tuggle provided preliminary numbers at the last Planning Commission meeting stating that over 2,850 parcels are now in the VHFSZ, up from 24 under the 2011 maps. Additionally, 1,600+ parcels are in the high severity

zone, and another 1,400+ parcels in the moderate severity zone. The City GIS team has created a map showing the comparison between the previous and current proposed FHSZ maps here:

<https://www.slocity.org/government/department-directory/fire-department/prepare-slo/fire-hazards>

With this immense increase in the number of parcels in some kind of fire hazard severity zone, there are many parcels where minor and major urban lot splits are no longer allowable under state law. Planning staff are aware of the new maps, and this is one of the criteria that will be evaluated when receiving applications for minor and major urban lot splits.



Department: Community Development
Cost Center: 4006
For Agenda of: 4/1/2025
Placement: Consent
Estimated Time: N/A

FROM: Timmi Tway, Community Development Director
Prepared By: David Amini, Housing Coordinator, Teresa McClish, Principal Planner

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 1743 (2025 SERIES) AMENDING TITLE 16 (SUBDIVISION REGULATIONS) AND TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE ADDRESSING STATE LEGISLATIVE UPDATES ON ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS AND U

RECOMMENDATION

Adopt Ordinance No. 1743 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, approving an update to the City’s Subdivision Regulations (Title 16) and Zoning Regulations (Title 17) to implement State Legislative Updates on Accessory and Junior Accessory Dwelling Units and Urban Lot Splits; and an Update to the City’s Zoning Regulations (Title 17) to Provide Clarifications to Regulations for Affordable Housing Projects with an Exemption from Environmental Review (CEQA).”

POLICY CONTEXT

The California State Legislature has passed a number of bills that require updates to the City’s Municipal Code to maintain consistency with state housing law. The ordinance includes proposed amendments to comply with state law, improve clarity, and provide for more efficient project processing. These amendments are supported by the following City policies:

HE Policy 2.4: *Encourage housing production for all financial strata of the City’s population, as allocated in the Regional Housing Needs Allocation, for the 6th cycle planning period. The number of units per income category are: extremely low and very low income, 825 units; low income, 520 units; moderate income, 604 units; and above moderate income, 1,405 units.*

HE Policy 8.1: *Encourage housing development that meets a variety of special needs, including large families, single parents, disabled persons, the elderly, students, veterans, farmworkers, the homeless, or those seeking congregate care, group housing, single-room occupancy, or cohousing accommodations, utilizing universal design.*

HE Policy 6.8: *To help meet the 6th cycle RHNA production targets, the City will support residential infill development and promote higher residential density where appropriate.*

DISCUSSION

The California State Legislature passed numerous bills that went into effect in 2024 and at the beginning of 2025, introducing new or altered state laws related to Accessory Dwelling Units (ADUs), junior accessory dwelling units (JADUs), and urban lot splits, requiring amendments to the City's subdivision and zoning regulations.

In accordance with Government Code §65585, on September 11, 2024, HCD provided the City's Community Development Department with a letter outlining thirteen purported inconsistencies between the City's Zoning Regulations and state ADU law.

The proposed amendments seek to bring the City's Municipal Code into compliance with state law per new legislation regarding ADUs, JADUs, and urban lot splits and correspondence from California's Department of Housing and Community Development. In addition to state law compliance, some of the proposed amendments address miscellaneous items identified via community feedback that seek to alleviate possible barriers to housing development and streamline regulations and processes. The two sections of the City's Municipal Code being amended are the City's Subdivision Regulations in Title 16, and the Zoning Regulations in Title 17.

Generally, the changes to the City's Subdivision Regulations in Title 16 address compliance with SB 450, SB 684, and SB 1123 and include allowing ministerial subdivision of certain properties in multifamily zoned properties to create up to 10 lots with up to 10 new residential dwellings with specified size criteria and standards. A definition of car share vehicles was added to provide clarity when applying parking exemptions allowed per state law.

The changes to the Zoning Regulations in Title 17 generally address allowing a combination of one ADU, one JADU, and one conversion ADU on any lot with an existing dwelling, allowing ADUs in any zone that allows residential development, and allowing for up to eight detached ADUs on properties with multifamily dwellings in compliance with SB 1211. Additional amendments for ADUs include removing language that requires new ADUs to match primary residence in style, form, and materials, and allowing 25-foot height for ADUs. Streamlining provisions for ADUs also include a one-step process for expansion or alterations of an existing dwelling to convert that space into an ADU or JADU. Finally, to remove potential barriers to the construction of supportive and transitional housing, the requirement that such development include commercial space is removed for commercial zones except for the downtown core.

Previous Council or Advisory Body Action

The Planning Commission met on February 12, 2025 ([Agenda Packet](#)) and reviewed the proposed amendments and adopted a Resolution which recommended that City Council adopt the draft Ordinance with minor modifications pertaining to clarifications for exceptions to JADU law, a correction to the definition of car share vehicle, and a revision to Section 16.15.020(l)(2) pertaining timing of recording easements agreements.

On March 4, 2025, ([Agenda Packet](#)) the City Council voted 5-0 to introduce the ordinance to amend Title 16 (Subdivision Regulations) and Title 17 (Zoning Regulations) with a minor modification to Section 16.15.020 (B)(1) to remove the exclusion for minor urban lot splits related high fire hazard severity zones as reflected below consistent with state law:

A minor urban lot split shall not be located on any site identified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, ~~high~~ or very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation as specifically defined in Government Code Section 65913.4.

Public Engagement

Advisement of proposed amendments were discussed at the City’s Developer’s Roundtable meetings on November 14, 2024 and February 13, 2025. Public notice was provided for the Planning Commission meeting (February 12, 2025), and public comment was received prior to and at the meeting. Notice of the March 4, 2025, City Council public hearing was published in a widely circulated local newspaper, and hearing agendas for meetings were posted at City Hall, consistent with adopted notification procedures. Public comment was received prior to and at the meeting. Public notice of this hearing has been published in a widely circulated local newspaper, and hearing agendas for this meeting have been posted at City Hall, consistent with adopted notification procedures.

CONCURRENCE

Planning Division Staff, as well as the City Attorney’s office, have reviewed the proposed changes to Titles 16 and 17 and provided feedback that has been incorporated into the proposed amendments in this report.

ENVIRONMENTAL REVIEW

The proposed code amendments have been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. Specifically, the proposed amendments have been determined to be exempt from further environmental review pursuant to CEQA Guidelines Section 15061(b)(3), the “Common Sense” exemption, because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no

possibility that the activity in question may have a significant effect on the environment. The proposed code amendments pertaining to ADUs and JADUs are also exempt under Public Resources Code Section 21080.17 that applies to local ordinances implementing state law related to accessory dwelling units. The proposed code amendments regarding the Subdivision Regulations are not considered a project under CEQA pursuant to Government Code Sections 65852.28(e), 65913.4.5(b), and 66499.41(i) and thus are not subject to further environmental review under CEQA.

FISCAL IMPACT

Budgeted: N/A
 Funding Identified: N/A

Budget Year: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$0	\$0	\$0	\$0
State				
Federal				
Fees				
Other:				
Total	\$0	\$0	\$0	\$0

The amendments contained in the proposed ordinance do not have a fiscal impact on the City.

ALTERNATIVES

1. **Continue the second reading and adoption of the ordinance.** An action continuing the project should include direction for staff on pertinent issues that should be further studied or analyzed for future presentation to the Council, with consideration that the State has provided the City with a letter containing items that must be addressed to ensure City regulations are compliant with state law. If there are requested substantive changes the ordinance will need to be reintroduced.
2. **Do not adopt the introduced ordinance.** Not approving the amendments would result in the City’s Municipal Code not being consistent with state law. Denying the proposed amendments would also allow a possible barrier to affordable housing production to remain within the City’s Zoning Regulations.

ATTACHMENTS

A - Ordinance No. 1743 (2025 Series) adopting amendments to Titles 16 (Subdivision Regulations) and 17 (Zoning Regulations)

ORDINANCE NO. 1743 (2025 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, APPROVING AN UPDATE TO SUBDIVISION REGULATIONS (TITLE 16) AND ZONING REGULATIONS (TITLE 17) TO IMPLEMENT STATE LEGISLATIVE UPDATES ON ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS AND URBAN LOT SPLITS; AND AN UPDATE TO THE CITY'S ZONING REGULATIONS (TITLE 17) TO PROVIDE CLARIFICATIONS TO REGULATIONS FOR AFFORDABLE HOUSING PROJECTS WITH AN EXEMPTION FROM ENVIRONMENTAL REVIEW (CEQA) (CODE-0031-2025)

WHEREAS, on October 11, 2023, Governor Newsom approved SB 684 to allow the development of ten or fewer residential lots on urban lots no larger than five acres; and

WHEREAS, on March 25, 2024, Governor Newsom approved SB 477 to reorganize various provisions relating to the creation and regulation of accessory and junior accessory dwelling units; and

WHEREAS, on September 19, 2024, Governor Newsom approved SB 1211 to further encourage development of accessory dwelling units, SB 450 to update the regulatory powers a local agency can exercise on urban lot splits subject to Government Code Section 65852.21 and 66411.7, and SB 1123 to expand upon the provisions introduced in SB 684; and

WHEREAS, the City of San Luis Obispo desires to update Title 16 (Subdivision Regulations) and Title 17 (Zoning Regulations) so that they may be consistent with current state law; and

WHEREAS, a number of minor changes have been identified in order to add clarification to or streamline the development review processes to more efficiently implement policies and programs of the City of San Luis Obispo's General Plan that are implemented through Title 16 (Subdivision Regulations) and Title 17 (Zoning Regulations); and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a public hearing in the Council Chamber of City Hall, 990 Palm Street, San Luis Obispo, California on February 12, 2025, and recommended adoption of various amendments to Title 16 and Title 17 of the Municipal Code to ensure consistency with state law and improve the efficiency of development review processes; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a public hearing in the Council Chamber of City Hall, 990 Palm Street, San Luis Obispo, California on March 4, 2025, and voted to introduce various amendments to Title 16 and Title 17 of the Municipal Code to ensure consistency with state law and improve the efficiency of development review processes; and

WHEREAS, notice of said public hearings were made at the time and in the manner required by the law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Findings. Based upon all evidence, and as recommended by the Planning Commission, the City Council makes the following findings:

1. The proposed amendments to Titles 16 and 17 will not cause significant health, safety, or welfare concerns since the amendments are consistent with the General Plan and directly implement City goals and polices.
2. The proposed amendments to Title 17 are consistent with the 6th Cycle Housing Element in promoting Goal 5 (Housing Variety) and Goal 6 (Housing Production).
3. The proposed amendments to Title 16 and 17 are consistent with state law.
4. Requiring a junior accessory dwelling unit to be rented for a period of at least thirty days ensures housing affordability as well as consistency with other elements of the Ordinance regarding ADUs, which do have term limits under state law. JADUs and ADUs represent a significant portion of the City's new housing stock, and allowing short term rentals for ADUs and JADUs in this region of the State would cause a significant reduction in availability in the local rental market, thereby reducing available housing for working families and individuals in favor of short-term rental income for investors. This requirement is consistent with state law and furthers state law's goals of housing production.

SECTION 2. Environmental Determination. The proposed amendments to Title 16 and Title 17 of the Municipal Code have been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA) and the state CEQA guidelines. Specifically, the proposed amendments have been determined to be exempt from further environmental review pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, because the proposed actions have no possibility of having a significant effect on the environment. The proposed code amendments pertaining to ADUs and JADUs are also statutorily exempt under Public Resources Code Section 21080.17 (exemption for local ordinances implementing state law related to accessory dwelling units.)

SECTION 3. Title 16 SUBDIVISIONS: Section 16.15.005 Purpose and applicability is hereby amended as follows:

The purpose of this chapter is to appropriately regulate qualifying "urban lot splits" within qualifying locations in residential zones in accordance with state law.

For the purposes of this chapter, urban lot splits subject to California Government Code Sections 65852.21 and 66411.7 (and other comparable provisions which may hereafter be added by the legislature) shall be referred to as “minor urban lot splits.” Urban lot splits subject to California Government Code Sections 65852.28, 65913.4.5, and 66499.41 (and other comparable provisions which may hereafter be added by the legislature) shall be referred to as “major urban lot splits.” The use of the phrase “urban lot split” on its own is in reference to both major and minor urban lot splits.

A. *Applicability.* The standards and limitations set forth in this chapter shall apply to minor urban lot splits within the R-1 zone and major urban lot splits within the R-1 (vacant lots only; no larger than one and one-half acre), R-2, R-3, and R-4 zones, notwithstanding any other conflicting provisions of this code. In the event of a conflict between the provisions of this chapter and any other provision of this code, the provisions of this chapter shall prevail.

B. *Interpretation.* The provisions of this chapter shall be interpreted to be consistent with the provisions of California Government Code Sections 66411.7 and 66499.41, and shall be applied in a manner consistent with state law. The city shall not apply any requirement or development standard provided for in this chapter to the extent prohibited by any provision of state law.

C. *Permitted Locations.* A lot subject to a minor urban lot split must be located within an R-1 zone and meet all qualifying requirements of Section 16.15.020. A lot subject to a major urban lot split must be located within an R-1 (vacant lot only; no larger than one and one-half acre), R-2, R-3, or R-4 zone that is no larger than five acres, substantially surrounded by urban uses, and meet all qualifying requirements of Section 16.15.022. (Ord. 1729 § 4 (Exh. A), 2023).

SECTION 4. Section 16.15.010 Permit application and review procedures is hereby amended as follows:

A. *Application.* Per state law, an applicant for urban lot split shall submit all required items from the tentative map application on file at the community development department. The application shall be accepted if it is completed as prescribed and accompanied by payment for all applicable fees. In addition to all required submittal checklist items for a tentative map, sufficient information shall be provided in the application to demonstrate, through objective review, the following: (1) the lots will accommodate development that complies with development standards and city codes, (2) information is provided to justify any proposed exceptions to objective standards, (3) sufficient access to the public right-of-way is provided or preserved, (4) the lots accommodate needed easements, infrastructure, and emergency access, and (5) any information deemed necessary by the director for objective review as needed evidence that the proposal will not result in any specific adverse impacts.

B. *Review.* Consistent with state law, the director will review and determine compliance of a complete application for an urban lot split pursuant to this Chapter ministerially, without discretionary review or public hearing.

C. *Effectiveness of Approval.* The ministerial approval of a final parcel map for an urban lot split does not take effect until the city has confirmed that all required documents have been recorded at the county clerk-recorder.

D. *Specific, Adverse Impacts.* Notwithstanding anything else in this section, the director shall deem an application for an urban lot split noncompliant upon written findings, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of California Government Code Section 65589.5, on public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. (Ord. 1729 § 4 (Exh. A), 2023)

E. *Procedural Requirements.* Within sixty days of receiving a complete application for an urban lot split, the city shall ministerially approve any such application which complies with all applicable requirements and development standards identified in this chapter. If the application does not comply with the listed requirements and standards identified in this chapter, the applicant will receive a full set of comments with a list of items that are defective or deficient and a description of how the application can be remedied by said applicant. These procedural requirements shall also apply to the housing development project associated with the urban lot split.

SECTION 5. Section 16.15.020 Qualifying requirements is hereby amended as follows:

Minor and major urban lot splits must meet all of the following requirements, unless otherwise stated in this chapter, in order to be an eligible urban lot split under their respective Government Code sections. It shall be the responsibility of the applicant to demonstrate to the satisfaction of the director that each of these requirements is satisfied. The applicant and/or owner of the property shall provide a sworn statement, in a form approved by the director, attesting to all facts necessary to establish that each requirement is met.

A. *Maximum Number of Dwellings.*

1. A minor urban lot split shall not result in more than two dwelling units of any kind on the resulting parcels. As described by California Government Code Section 66411.7(j), the two-unit limitation applies to any combination of primary dwelling units, ADUs, or JADUs.

2. A major urban lot split shall contain at least one dwelling unit on each resulting parcel (see California Government Code Section 66499.41(e)). A maximum of ten dwelling units may be developed on the parcel to be subdivided. As described by Section 66499.41(g), the City may deny an application which proposes accessory dwelling units and/or junior accessory dwelling units on the resulting parcel(s).

B. *Hazardous and Protected Areas*

1. A minor urban lot split shall not be located on any site identified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation as specifically defined in Government Code Section 65913.4.

2. A major urban lot split shall not be located on any site identified in subparagraphs (A) to (J), inclusive, of paragraph (9) of subdivision (a) of California government Code Section 66499.41, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation.

C. *Historic Properties.* A minor urban lot split shall not be located within a historic district or on property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the California Public Resources Code, or within a site that is designated or listed as a historic resource pursuant to the city's historic preservation ordinance.

D. *Demolition or Alteration of Housing.* A minor urban lot split shall not require the demolition or alteration of the types of housing identified in subparagraph (D), inclusive, of paragraph (3) of subdivision (a) of California Government Code Section 66411.7. A major urban lot split shall not require the demolition or alteration of the types of housing identified in paragraph (8), inclusive, of subdivision (a) of California Government Code Section 66499.41.

E. *Subsequent Urban Lot Splits.* In the case of an urban lot split, the lot proposed to be subdivided shall not have been established through a prior urban lot split.

F. *Adjacent Urban Lot Splits.* In the case of a minor urban lot split, the lot proposed to be subdivided ("subject lot") shall not be adjacent to any lot that was established through a minor urban lot split by the owner of the subject lot or by any person acting in concert with the owner of the subject lot.

G. *Subdivision Map Act.* An urban lot split must conform to all applicable objective requirements of the Subdivision Map Act, including implementing requirements in this code, except as otherwise provided in this chapter. Notwithstanding the foregoing, no dedication of rights-of-way or construction of off-site improvements is required solely for a minor urban lot split.

H. *Lot Requirements and Limits.*

1. A minor urban lot split application may subdivide an existing lot to create no more than two new lots of approximately equal lot area; provided, that one lot shall not be smaller than forty percent of the lot area of the original lot proposed for subdivision. Both newly created lots must each be no smaller than one thousand two hundred square feet.

2. A major urban lot split may subdivide an existing lot to create no more than ten new lots, with each lot being no smaller than six hundred square feet. If the property subject to a major urban lot split is zoned for single-family use, each lot shall be no smaller than one thousand two hundred square feet. The average total area of floorspace for the proposed dwelling units to be located on lots created via a major urban lot split shall not exceed one thousand seven hundred fifty net habitable square feet, as defined by California Government Code Section 66499.41.

I. *Easements.* The owner must enter into an easement agreement with each utility/public-service provider to establish necessary easements that are sufficient for the provision of public services and facilities to each of the resulting lots.

1. Each easement must be shown on the tentative parcel map and the final parcel map.

2. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property prior to or concurrent with final parcel map approval.

J. *Required Affidavit.* The applicant for a final parcel map for a minor urban lot split must sign an affidavit provided by the city stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years from the date of approval of the minor urban lot split, or in the case of a vacant property a minimum of three years from the date of issuance of occupancy certification of any new residential dwellings on either of the resulting lots.

K. *Rental Term.* Rental of any unit created pursuant to this section shall be for a term longer than thirty days. (Ord. 1729 § 4 (Exh. A), 2023)

L. *Housing Unit Specifications.* Housing units on a major urban lot split shall be one of the housing unit types identified in paragraph (4), inclusive, of subdivision (a) of California Government Code Section 66499.41.

M. *Housing Element*. The proposed housing development associated with a major urban lot split shall meet one of the following, as applicable:

1. If the parcel is identified in the city's Housing Element for the current planning period, the housing development will result in at least as many units as projected for that parcel. Additionally, if the parcel is identified to accommodate any portion of the city's share of the regional housing need for low- or very low-income households, the development will result in at least as many low- or very low-income units as projected in the housing element and shall be subject to a recorded affordability restriction of at least 45 years.

2. If the parcel is not identified in the city's Housing Element for the current planning period, the development will result in at least sixty-six percent of the maximum allowable residential density or sixty-six percent of the applicable residential density specified in subparagraph (B) of paragraph (3) of subdivision (c) of Section 65583.2, whichever is greater.

N. *Water and Sewer Requirement*. All parcels created through a major urban lot split shall be served by a public water system and municipal sewer system.

O. *Separately Alienable*. A major urban lot split shall not result in any existing dwelling unit being alienable separate from the title to any other existing dwelling unit on the lot.

P. *Floor Area Ratio*. For major urban lot splits, a floor area ratio standard not less than 1.0 shall apply for housing development projects consisting of three to seven units, inclusive, and a floor area ratio standard not less than 1.25 shall apply for housing development projects consisting of eight to ten units, inclusive.

SECTION 6. Section 16.15.025 Property improvement standards is hereby amended as follows:

A. *Objective Standards*. The design and improvements of any lot created through an urban lot split shall be subject to the standards and criteria set forth in this section. In addition, except as modified or provided by this section or state law, any lot created through an urban lot split shall conform to all objective standards applicable to the lot as set forth in this title and/or in an applicable specific plan or planned unit development ordinance or resolution, along with all applicable objective standards and criteria contained in standard plans and specifications, policies, codes, regulations, and/or standard conditions duly promulgated and/or adopted by the city.

B. *Lot Access*. Each resulting lot must have frontage on the public right-of-way of at least twenty feet or be served by an access easement serving no more than two lots. Access shall be provided in compliance with these standards:

1. Vehicle access easements serving a maximum of two parcels shall meet the following standards:

- i. Easement width shall be a minimum of twenty feet and shall comply with Engineering Standard 2120 for driveway ramp improvements and widths.
- ii. The minimum length for a vehicle access easement is twenty feet. No maximum easement length shall be set. If easement length is more than seventy-five feet, a vehicle turnaround shall be provided.
- iii. No residential structure shall be closer than three feet to the easement.
- iv. Vehicle access easements shall not be located closer than twenty-five feet to an intersection.

2. Where a lot does not abut a public street, and where no automobile parking spaces are required under subsection D of this section, a vehicle access easement is not required. An easement providing pedestrian access to a street from each lot shall be provided meeting the following standards:

- i. Easement width shall be a minimum of ten feet;
- ii. Pedestrian access easements shall not exceed two hundred feet in length.

3. Access and provisions for fire protection consistent with the California Fire Code shall be provided for all structures served by an access easement.

4. Surfacing of easements, pedestrian walkways required within easements, and turnaround dimensions shall meet the requirements of the California Fire Code and the city's engineering standards.

5. Lots taking access by an easement must record a shared maintenance agreement for the driveway/accessway. The agreement shall be recorded prior to or concurrently with the final parcel map.

C. *Lot Line Configurations.* The location of property lines associated with an urban lot split application shall comply with all objective standards as identified in Section 16.18.040 (Location of lot lines), and as described below:

1. Except as otherwise provided in state law, no portion of an urban lot split may result in a lot width or depth of less than twenty feet for any portion of the subdivision.
2. A lot line shall not bisect or be located within four feet of any existing or proposed structure.

D. *Parking Required.* Off-street parking of up to one space per unit shall be provided and comply with the city's parking and driveway design and development standards Section 17.72.090 except when:

1. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

2. There is a car share vehicle, as defined in Section 16.26.065, located within one block of the parcel. Owner shall enter into an agreement with the city to ensure that a car share vehicle will remain within one block of the parcel in perpetuity, unless and until owner provides off-street parking or development occurs such that subsection (D)(1) of this section applies. (Ord. 1729 § 4 (Exh. A), 2023)

SECTION 7. Section 16.15.030 Exceptions to objective standards is hereby amended as follows:

A. All proposed lots and development proposed pursuant to this chapter shall comply with all city zoning codes and objective policies and guidelines unless an exception is granted. No exception shall be granted for any of the qualifying requirements as outlined in Section 16.15.020. Any proposed exception to any relevant objective standards, policies, guidelines, or codes shall not be granted unless the community development director can affirmatively determine the application meets all of the below requirements. For the purpose of these requirements, existing improvements or development is not considered a physical constraint.

B. The necessity to grant the exception(s) is based on site development feasibility where there are no options for other design alternatives such as modifying the footprint, moving lot lines, adding stories, or reducing floor area (to minimum eight hundred square feet) and where the applicant has demonstrated it is physically not possible to redesign the project to avoid the necessity of exceptions.

C. For a minor urban lot split, the requested exceptions represent the minimum deviation necessary to allow the construction of two units on each resulting parcel and which would not require any of the units to be less than eight hundred square feet. For a major urban lot split, the requested exceptions represent the minimum deviation necessary to allow parcels that are no less than six hundred square feet in size, or parcels that are no less than one thousand two hundred square feet in size when the property is zoned R-1. (Ord. 1729 § 4 (Exh. A), 2023)

SECTION 8. Section 16.15.035 Separate conveyance is hereby amended as follows:

A. Separate conveyance of the two lots resulting from a minor urban lot split is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the minor urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, or if the two lots share a driveway, appropriate covenants, easements or similar documentation allocating legal and financial rights and responsibilities between the owners of the two lots (“CC&Rs”) for construction, reconstruction, use, maintenance, and improvement of the attached structures and any related shared drive aisles, parking areas, or other portions of the lot must be recorded before the city will approve a final parcel map for the minor urban lot split. Notwithstanding the provision of such CC&Rs, however, where attached structures and/or related shared facilities span a lot line resulting from a minor urban lot split, all owners of both lots shall be jointly and severally responsible for the use and maintenance of such structures and/or shared facilities in compliance with all provisions of this code.

1. Primary dwelling units located on the same lot may not be owned or conveyed separately from one another. All fee interest in a lot and all dwellings must be held equally and undivided by all individual owners of the lot.
2. Except as provided in state law, accessory dwelling units (ADU) may not be sold or otherwise conveyed separate from the primary residence.
3. Junior accessory dwelling units (JADU) may not be sold or otherwise conveyed separate from the primary residence.

B. A lot created by a final parcel map under this section shall not be further subdivided. Condominium airspace division or common interest subdivisions are not permitted on a lot created through an urban lot split. (Ord. 1729 § 4 (Exh. A), 2023)

SECTION 9. Section 16.17.020 Airspace subdivisions, common interest subdivisions, and flexible lot design subdivisions is hereby amended as follows:

E. *Separate Conveyance.* Separate conveyance of the lots resulting from an airspace or common interest subdivision is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the subdivision boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, or if the lots share a driveway, appropriate covenants, easements or similar documentation allocating legal and financial rights and responsibilities between the owners of the lots (“CC&Rs”) for construction, reconstruction, use, maintenance, and improvement of the attached structures and any related shared drive aisles, parking areas, or other portions of the lot must be recorded before the city will

approve a final map for the common interest subdivision. Notwithstanding the provision of such CC&Rs, however, where attached structures and/or related shared facilities span a lot line resulting from a common interest subdivision, all owners of the lots shall be jointly and severally responsible for the use and maintenance of such structures and/or shared facilities in compliance with all provisions of this code.

1. Except as provided in state law, accessory dwelling units may not be sold or otherwise conveyed separate from the primary residence. (Ord. 1729 § 4 (Exh. A), 2023)

SECTION 10. Section 16.26.065 Car Share vehicle is hereby added as follows:
“Car share vehicle” means a motor vehicle that is operated as part of a regional fleet by a public agency or private car sharing company or organization that possesses a valid business license with the city of San Luis Obispo and provides hourly or daily services. Car share vehicles shall be stored on parking spaces dedicated to car share vehicles when not in use by a client. Execution of a contract between the public agency or private car sharing company or organization and the client, and retrieval of the car share vehicle’s keys, shall take place at the location of the car share vehicle.

SECTION 11. Title 17 ZONING REGULATIONS Section 17.10.020 Table 2-1
Use regulations by zone is hereby partially amended as follows:

Residential Care Facilities—6 or Fewer Residents	A		A	A	A	A		A	M/A		M/A	M/A	MUP				Multiple state statutes
Residential Care Facilities—7 or More Residents			MUP	MUP	MUP	MUP		MUP			MUP	MUP					Multiple state statutes
Supportive and/or Transitional Housing, with On- or Off-Site Services			A	A	A	A	MUP	A	A	A	A	A	A	A	A		Projects that contain supportive and/or transitional housing located within a commercial zone are not required to be a mixed-use development and may be 100% residential except for those projects located in the C-D zone or Downtown Core. This includes projects that combine below market rate housing and supportive and/or transitional housing units.
Farmworker Housing	A	A															

MIXED USES

Mixed-Use Development								A	A	A	A	A	A	A	A		See Sec. 17.70.130 and GC Sec. 65852.24
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SECTION 12. Section 17.69.010 Purpose and application is hereby amended as follows:

B. *Applicability.* The provisions of this chapter apply to all residential projects, in all zones, that qualify for streamlined, ministerial processing per Government Code Section 65913.4, or that are a “use by right” residential project. In addition, eligible residential projects must comply with all objective city policies, thresholds of significance, development standards, and design standards as established in, but not limited to, the general plan, zoning regulations, city standard specifications and engineering standards, active transportation plan, transportation impact study guidelines, climate action plan, and the municipal code.

A “use by right” residential project is a residential project that includes at least twenty percent of the units as affordable to lower income households (low, very low, and extremely low) or residential projects that are otherwise deemed subject to ministerial processing per state or local law.

Residential projects seeking exceptions, waivers, or modifications to any development standards set forth in the city’s zoning regulations or the design standards set forth in this chapter, excluding modifications granted as part of density bonus concession, incentive, parking reduction, or waiver of development standards pursuant to state density bonus law or the city’s density bonus regulations (Chapter 17.140), shall not be eligible for ministerial and/or streamlined processing contemplated by this chapter, and will be subject to the city’s discretionary development review process outlined in Chapter 17.106.

Where these standards conflict with other state law or local code requirements (including but not limited to California Building Code and the city’s standard specifications and engineering standards) the more restrictive provision shall prevail. (Ord. 1703 § 4, 2021)

SECTION 13. Section 17.86.020 Accessory dwelling units, and junior accessory dwelling units, and guest quarters is hereby amended as follows:

A. *Purpose and Applicability.* The purpose of this chapter is to prescribe development and site regulations that apply, except where specifically stated, to accessory dwelling units, junior accessory dwelling units, and guest quarters, as defined in Chapter 17.156 (Land Use Definitions).

B. *Accessory Dwelling Units.* The provisions in this subsection shall apply to accessory dwelling units as defined in Chapter 17.156 (Land Use Definitions) and where allowed in compliance with Chapter 17.10 (Use Regulations).

1. *Purpose.* The purpose of this chapter is to provide for the creation of accessory dwelling units in a manner that is consistent with requirements identified in Chapter 13 of Division 1 of Title 7 of the California Government Code, as amended from time to time. Implementation of this section is meant to expand housing opportunities by increasing the number of smaller units available within existing neighborhoods.

2. *General Requirements.*

a. *Application.* Where this section does not contain a particular type of standard or procedure, conventional zoning standards and procedures shall apply.

b. *No Subdivision of Property.* Except as provided in state law, no subdivision of property shall be allowed where an accessory dwelling unit has been established and the resulting subdivision does not maintain the primary residence on the same lot as the accessory dwelling unit(s).

c. *Sale of Property.* This section shall apply to new owners of property where an accessory dwelling unit has been established. All conditions of director's action (if applicable), restrictive covenants and other contractual agreements with the city shall apply to the property and the new owners, except as allowed or prohibited by state law.

d. *Applicability of Building Codes.* Accessory dwelling units shall conform to all applicable building and construction codes.

3. *Specific Requirements and Standards.*

a. *Zones Where Allowed.* An accessory dwelling unit, as defined in Chapter 17.156 (Land Use Definitions), can be created in the AG, C/OS, C-N, C-C, C-R, C-D, C-T, C-S, M, R-1, R-2, R-3, R-4, or O (Office) zone on lots with an existing or proposed residential structure

b. *Size of Accessory Dwelling Unit.* Except as provided in state law, the gross floor area of an accessory dwelling unit shall be no less than one hundred fifty square feet and shall not exceed eight hundred fifty square feet for a studio or one-bedroom unit, or one thousand square feet for a unit containing two or more bedrooms.

i. The director may authorize an exception to the square footage standards to allow an accessory dwelling unit up to one thousand two hundred square feet through the director's action process. In the R-1 zone, this exception can only be approved on lots that are at least twelve thousand square feet in area. In all other zones, exceptions shall be based on compatibility with the development pattern of the neighborhood.

c. *Design Standards.* Accessory dwelling units shall conform to all applicable development standards of the underlying zone, including but not limited to height, setback area, parking, and building coverage, unless otherwise stated in this section or prohibited by state law.

i. No passageway, defined as a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit, shall be required in conjunction with the construction of an accessory dwelling unit.

ii. No setback shall be required for an existing permitted structure that is converted to an accessory dwelling unit, or for an accessory dwelling unit that is constructed in replacement of an existing permitted structure, provided it is in the same location and has the same dimensions including height.

iii. A setback of no more than four feet from the side and rear lot lines is required for an accessory dwelling unit, for walls up to sixteen feet in height.

iv. Accessory dwelling units that include the creation of new square footage shall be limited to sixteen feet in height. Up to one hundred fifty square feet of new square footage may be exempted from this requirement in connection to a conversion of existing upper floor square footage, but only as needed to accommodate ingress and egress.

(a) In order to provide additional design options for accessory dwelling units, units that include the creation of new square footage can be constructed up to twenty-five feet in height if consistent with the setback standards provided in Article 2 of this title (Zones, Allowable Uses and Development and Design Standards).

v. The minimum required setback for any balcony or terrace above the first floor shall be increased to ten feet from the adjacent property line(s). Upper level private or common open space areas provided as accessory to an accessory dwelling unit shall not exceed an aggregate area of fifty square feet. Roof decks or rooftop open spaces are prohibited.

vi. Exceptions to these design standards can be approved by the director, through director's action, subject to required findings (Section 17.108.040).

d. *Fire Sprinklers.* Accessory dwelling units shall not be required to provide fire sprinklers if fire sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not require fire sprinklers to be installed in the existing primary dwelling.

- e. *Parking Requirements.* No additional parking spaces shall be required for an accessory dwelling unit. If a garage or carport is converted or removed to accommodate an accessory dwelling unit, replacement parking is not required.
 - f. *Historic Resources.* Accessory dwelling units on listed historic properties and in historic districts shall be consistent with the historic preservation ordinance, including historic preservation guidelines and Secretary of the Interior standards for the treatment of historic properties.
 - g. *Utility Connection Fees.* Where an accessory dwelling unit is created within an existing structure (primary or accessory), no new utility connection or payment of impact fees shall be required. For all other accessory dwelling units, a new utility connection for the accessory dwelling unit and payment of impact fees may be required if the accessory dwelling unit is seven hundred fifty square feet or more. New accessory dwelling units located in sewer capacity constrained areas are subject to Section 13.08.396 (Wastewater flow offset).
 - h. *Additional Accessory Dwelling Unit Configurations.* Accessory dwelling units that are consistent with Government Code Section 66323 shall receive ministerial approval. Building permit applications to create accessory dwelling units consistent with Government Code Section 66323 shall clearly be labeled as such (e.g., “ADU-66323”).
4. *Procedural Requirements.* An accessory dwelling unit that meets the standards contained in this section shall be subject to ministerial review (building permit) and approval without discretionary review (i.e., use permit, architectural review, etc.) or public hearing.
- a. Within sixty days of receiving a complete application, the city shall approve any such application which complies with all applicable requirements and development standards identified in this chapter or deny any such application that does not. If the proposed accessory dwelling unit(s) does not comply with the requirements and standards identified in this chapter, the applicant shall receive a full set of comments with a list of items that are defective or deficient and a description of how the application can be remedied by said applicant. When an accessory dwelling unit is proposed within a new residential structure, this sixty-day requirement shall only apply once all other aspects of the permit are approved.
 - b. Building permit applications for accessory dwelling units on lots containing an existing primary dwelling or dwellings shall not include other changes or improvements to the property unless those improvements are required to facilitate the creation of the accessory dwelling unit.

c. Building permit applications that propose the expansion/alteration of an existing single-family or multifamily dwelling, or the conversion of existing space within a single-family or multifamily dwelling, for the purpose of creating an accessory dwelling unit or junior accessory dwelling unit are permissible under this Chapter. Said expansion or alteration to an existing single-family or multifamily dwelling shall be consistent with the City's objective design standards and any applicable zoning regulations. The number of ADUs within the existing or proposed converted space of a multifamily dwelling shall not exceed 25 percent of the existing number of multifamily units. The provisions of this section do not apply to new construction multifamily dwellings.

5. *No Short-Term Rental.* An accessory dwelling unit cannot be rented for a period of less than thirty days. Homestay use of an accessory dwelling unit is prohibited.

6. *Violations.* Violation of any of the provisions of this chapter shall be subject to basic code enforcement action as provided in Title 1.

C. *Junior Accessory Dwelling Units.* The provisions in this subsection shall apply to junior accessory dwelling units as defined in Chapter 17.156 (Land Use Definitions) and where allowed in compliance with Chapter 17.10 (Use Regulations).

1. *Purpose.* The purpose of this chapter is to provide for the creation of junior accessory dwelling units in a manner that is consistent with requirements identified in Chapter 13 of Division 1 of Title 7 of the California Government Code, as amended from time to time. Implementation of this section is meant to expand housing opportunities by increasing the number of smaller units available within existing neighborhoods.

2. *General Requirements.*

a. *Application.* Where this section does not contain a particular type of standard or procedure, conventional zoning standards and procedures shall apply.

b. *Areas Where Junior Accessory Dwelling Units Are Allowed.* Upon meeting the requirements of this section, junior accessory dwelling units may be established in any zone where the use of the property is a single-unit dwelling, either existing or proposed.

c. *Sale of Property.* A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.

d. *Location.* A junior accessory dwelling unit must be created within the walls of a proposed or existing primary dwelling.

i. Conversion of an existing garage into a junior accessory dwelling unit shall only be permitted if replacement parking is provided consistent with Sections 17.70.170 (Setbacks) and 17.76.040 (Front yard parking). No setback exception shall be approved to accommodate replacement parking.

e. *Size of Junior Accessory Dwelling Unit.* The gross floor area of a junior accessory dwelling unit shall not exceed five hundred square feet.

f. *Limitation on Number.* Only one junior accessory dwelling unit may be located on any lot zoned for single-family residences with existing or proposed single-family residence(s). A junior accessory dwelling unit may be located on the same lot as an accessory dwelling unit under one of the following circumstances:

i. The accessory dwelling unit was constructed at the same time as the single-family residence.

ii. The accessory dwelling unit was created through the conversion of existing space within a single-family residence or accessory structure.

iii. The accessory dwelling unit, either new or existing, is a detached unit, and the detached accessory dwelling unit is no larger than eight hundred square feet, no taller than sixteen feet in height and has setbacks of no less than four feet from side and rear lot lines.

g. *Applicability of Building Codes.* Junior accessory dwelling units shall conform to all applicable building and construction codes.

3. *Performance Standards and Compatibility.*

a. *Design Standards.* Junior accessory dwelling units shall conform to all applicable development standards of the underlying zone, including but not limited to height, setback area, parking, and building coverage and shall be subject to the provisions below. A junior accessory dwelling unit that conforms to this section shall not be considered a dwelling unit for the purpose of calculating density.

i. A separate exterior entry shall be provided to serve a junior accessory dwelling unit.

ii. A separate entrance from the main entrance to the primary structure, with an interior entry to the main living area, shall be provided if the junior accessory dwelling unit does not include a separate bathroom.

iii. At a minimum, junior accessory dwelling units shall include an efficiency kitchen, which shall contain a cooking facility, food preparation counter, and storage cabinets.

- iv. Junior accessory dwelling units shall not be required to provide fire sprinklers if fire sprinklers are not required for the primary residence. The construction of a junior accessory dwelling unit shall not require fire sprinklers to be installed in the existing primary dwelling.
 - v. No additional parking spaces shall be required for a junior accessory dwelling unit.
 - b. *Utility Connection Fees.* Where a junior accessory dwelling unit is created no new utility connection or payment of impact fees shall be required.
 - c. *Fire and Life Protection.* For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.
4. *Procedural Requirements.* A junior accessory dwelling unit that meets the standards contained in this section shall be subject to ministerial review (building permit) and approval without discretionary review (i.e., use permit, architectural review, etc.) or public hearing.
- a. Within sixty days of receiving a complete application, the city shall approve any such application which complies with all applicable requirements of this section.
 - b. Building permit applications for junior accessory dwelling units on lots containing an existing single-family residence shall not include other changes or improvements to the property unless those improvements are required to facilitate the creation of the junior accessory dwelling unit.
5. *Owner Occupancy.* Except as provided by state law, the owner of the property shall occupy either the primary residence or the junior accessory dwelling unit.
6. *Covenant Agreement.* Except as provided by state law, prior to the issuance of building permits for a junior accessory dwelling unit, a covenant agreement shall be recorded which discloses the structure's approved floor plan and status as a "junior accessory dwelling unit" and agreeing that the owner of the property will occupy either the primary residence or the junior accessory dwelling unit. This agreement shall be recorded in the office of the county recorder to provide constructive notice to all future owners of the property.
7. *No Short-Term Rental.* A junior accessory dwelling unit cannot be rented for a period of less than thirty days. Homestay use of a junior accessory dwelling unit is prohibited.
8. *Violations.* Violation of any of the provisions set forth in this chapter shall be subject to code enforcement action as provided in Title 1.

SECTION 14. A summary of this ordinance, together with the names of Council members voting for and against, shall be published at least five (5) days prior to its final passage, in The New Times, a newspaper published and circulated in this City. This ordinance shall go into effect at the expiration of thirty (30) days after its final passage.

INTRODUCED on the 4th day of March 2025, **AND FINALLY ADOPTED** by the Council of the City of San Luis Obispo on the _____ day of _____ 2025, on the following vote:

AYES:
NOES:
ABSENT:

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk



Department: Utilities
Cost Center: 6107
For Agenda of: 4/1/2025
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Utilities Director
Prepared By: Meg Buckingham, Solid Waste and Recycling Program Manager

SUBJECT: SECOND READING OF ORDINANCE NO. 1744 (2025 SERIES) AND ORDINANCE NO. 1745 (2025 SERIES) RESTATING THE CITY'S EXISTING SOLID WASTE, RECYCLING, AND ORGANICS FRANCHISE AGREEMENTS WITH SAN LUIS GARBAGE COMPANY AND AMENDING SECTION 8.04.070 OF THE MUNICIPAL CO

RECOMMENDATION

1. Adopt Ordinance No. 1744 (2025 Series) entitled, "An Ordinance of the City Council of the City of San Luis Obispo, California, restating its existing franchise agreements with San Luis Garbage Company into one Discarded Materials Agreement"; and
2. Adopt Ordinance No. 1745 (2025 Series) entitled, "An Ordinance of the City Council of the City of San Luis Obispo, California, amending Section 8.04.070 (Use of Disposal Service Mandatory – Collection Charges) of the Municipal Code modifying the process of collecting delinquent solid waste collection and disposal accounts."

POLICY CONTEXT

Pursuant to Article X of the City Charter, prior to adopting the hauler franchise agreements, the City Council must first pass a Resolution declaring its intention to do so, stating the character of the franchise and the terms and conditions upon which it is proposed to be granted, hold a noticed Public Hearing at which the Ordinance restating the franchise agreements will be introduced, and conduct a second reading of the Ordinance. On [January 21, 2025](#), the City Council adopted Resolution No. 11539, declaring the City's intent to restate the existing franchise agreements, and at the public hearing held on March 18, 2025, Council approved the introduction of two Ordinances to restate the franchise agreements and amend Section 8.04.070 of the City's Municipal Code to enhance clarity on the delinquent solid waste collection fee process.

DISCUSSION

Discarded Materials Franchise Agreement

The proposed Ordinance approving the restated franchise agreement combines the City's three existing franchise agreements with San Luis Garbage Company for the collection, transportation, and disposal of solid waste, recycling, and organics into a new,

consolidated Discarded Materials Agreement (Agreement) that would merge all three services under a single contract with one expiration date. These agreements define service obligations, including collection schedules, landfill diversion goals, outreach responsibilities, and regulatory compliance.

The new Agreement aims to enhance service delivery and customer satisfaction by incorporating community feedback gathered through ongoing engagement with residents and businesses. Key improvements include formalizing service enhancements such as a low-income Customer Assistance Program, no cost bulky/large item collection, residential container replacements, and no cost in-tact holiday tree collection. Additionally, the new agreement introduces a rate setting methodology to develop future rates that prioritizes rate stability, predictability, fairness, transparency, ease of administration, cost-effectiveness, compliance with the noticing requirements of Proposition 218, and is consistent with standard practices within the solid waste industry. By consolidating agreements and implementing these enhancements, the City seeks to maintain high-quality waste collection and disposal services while streamlining oversight and ensuring long-term sustainability.

Delinquent Solid Waste Collection Account Process

The new Agreement also includes provisions modifying the procedure for collecting delinquent solid waste accounts, reducing the frequency at which the City Council must hold a Public Hearing to consider a resolution directing the San Luis Obispo County Auditor to place the amounts due as liens against the properties. As a result, an amendment to the City's Municipal Code is required as outlined in Attachment B, which changes the frequency of the hearings to as often as agreed upon by the garbage company and the City and includes the statutory requirements to offer greater clarity on the requirements of the process. The proposed franchise agreement further clarifies that the process may occur every five years or when total delinquent amounts equal \$50,000, whichever occurs first.

Previous Council or Advisory Body Action

On [January 21, 2025](#), as part of the presentation to Council on the Resolution of Intent to restate the franchise agreements, staff notified Council of staff's intent to propose amendments to Section 8.04.070 of the Municipal Code to reduce the frequency of collecting delinquent solid waste accounts. On that date, Council adopted Resolution [No. 11539](#) declaring its intention to restate the existing hauler franchise agreements and set a noticed Public Hearing to introduce the Ordinance and consider rate adjustments following compliance with Proposition 218 noticing and protest procedures. On March 18, 2025, Council approved the introduction of two Ordinances to 1) restate the franchise agreements and 2) amend Section 8.04.070 of the City's Municipal Code to enhance clarity on the delinquent solid waste collection fee process.

Public Engagement

Staff gathered feedback from community members to identify which service enhancements are most impactful and which priorities should be negotiated into the restated Agreement through customer complaints and while attending local community events such as Farmers Market and Earth Day.

Staff shared the negotiated proposed service enhancements to customers via Farmers Market, an informational session for all customers to ask questions, an emailed news release, Frequently Asked Questions on the City's [website](#), and a notice of the Public Hearing in the local newspaper.

CONCURRENCE

The City Attorney's Office has reviewed and approved the draft restated Agreement and the proposed changes to the Municipal Code as to form. The main principles contained in the proposed restated Agreement were negotiated with San Luis Garbage Company and input on the rate setting methodology was gathered from ten local agencies, including the Cities of San Luis Obispo, Arroyo Grande, Pismo Beach, Grover Beach, and the Los Osos, Avila Beach, Cayucos, Oceano, Cambria, and Nipomo Community Services Districts, who have an exclusive franchise agreement with Waste Connections.

ENVIRONMENTAL REVIEW

Restating the Agreement and the proposed municipal code revision is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15308 (Actions by Regulatory Agencies for Protection of the Environment) and 15061(b)(3) (common sense exemption). The collection and disposal of solid waste is an essential service for public health, safety, and welfare. The Agreement with San Luis Garbage Company includes mandates for compliance with state law for the disposal of multiple waste streams in a manner that ensures the protection of the environment. In addition to the protection of the environment, it can be seen with certainty that there is no possibility that the restatement of the franchise agreement will have a significant effect on the environment; therefore, the actions would meet the standard for the "common sense exemption". Following Council's final action at the subsequent Public Hearing, which would include a CEQA determination, City staff will file a Notice of Exemption.

Similarly, adoption of the ordinance to amend Section 8.04.070 of the municipal code is exempt from CEQA because such action creates no potential for causing significant effects on the environment (Section 15061(b)(3) (common sense exemption).)

FISCAL IMPACT

Budgeted: N/A

Budget Year: N/A

Funding Identified: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$	\$	\$	\$

There is no direct fiscal impact to the City from the recommendation to amend section 8.04.070 of the City’s Municipal Code or to restate the Agreement. However, the new rate setting methodology listed as Exhibit A in the Agreement was used to develop the 2025 solid waste rates and will be used for future rate setting, which will impact the City as a commercial customer and will provide additional franchise fee revenue to the City.

ALTERNATIVES

1. **Council could decide not to adopt an Ordinance restating the franchise agreements with San Luis Garbage Company and direct staff to open a competitive bidding process for only the solid waste and recycling franchise agreements.** The City could conduct a competitive procurement process for solid waste and recycling services only at this time as the organics agreement does not expire until 2038. Doing so would potentially mean facilitating operations of two or more haulers in the community with different routing operations, outreach and education, customer services, customer rates, and billing. Additionally, San Luis Garbage Company continues to be a key partner within the City, abides by the performance metrics listed within their agreement, and continues to provide collection and disposal service at a competitive rate. Pursuant to [Public Resources Code Section 40059](#), the City may elect to not go through a competitive bidding process to determine the franchised hauler for solid waste handling services.
2. **Council could decide not to adopt an Ordinance amending section 8.04.070 of the City’s Municipal Code offering clarity with state law and reducing the frequency that delinquent solid waste accounts are collected.** If Council decides not to amend the Municipal Code changing the frequency of collecting solid waste accounts, then the current process listed in the Municipal Code would continue, which outlines an annual Public Hearing process to consider adopting a resolution directing the San Luis Obispo County Auditor to place the amounts due for delinquent solid waste accounts more than 120 days past due as liens against the properties. Additionally, the proposed negotiated Agreement would need to be amended to remove the provision reducing the frequency of the process to every five years or when the total amount of delinquent accounts reaches \$50,000, whichever comes first.

3. ***Council could decide to make substantive changes or amendments to either introduced Ordinance.***

If Council decides to make substantive changes or amendments to the introduced Ordinances, the Ordinance will not go into effect and staff would come back to Council at a later date to re-introduce the Ordinance with the incorporated changes and hold a second reading of the Ordinance if approved at the introduction.

ATTACHMENTS

A - Ordinance No. 1744 (2025 Series) (restating existing franchise agreements)

B - Ordinance No. 1745 (2025 Series) (amending Section 8.04.070 of the Municipal Code)

ORDINANCE NO. 1744 (2025 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, RESTATING ITS EXISTING FRANCHISE AGREEMENTS WITH SAN LUIS GARBAGE COMPANY INTO ONE DISCARDED MATERIALS AGREEMENT

WHEREAS, the City of San Luis Obispo ("City") adopted Ordinance No. 1551 on August 20, 2010, granting franchise agreements to San Luis Garbage Company for a term of 15 years for the collection and disposal of solid waste, recycling, and organics within the City; and

WHEREAS, public health and safety demand the orderly and periodic collection and safe disposal and/or processing of solid waste, recyclables, and organics; and

WHEREAS, it has been determined that an exclusive franchise granted to a private company is the most effective and efficient way to collect and remove solid waste, recyclables, and organics within the City; and

WHEREAS, the City adopted Ordinance No. 1624 on October 20, 2015, amending the green waste franchise agreement to incorporate food waste and approve the extension to the term of the agreement until December 18, 2038 – to establish funding for the development and operation of the Kompogas SLO Anaerobic Digestion Facility – formerly Hitochi Zosen Inova – which processes the City's curbside food and yard waste and turns it into organic compost; and

WHEREAS, Senate Bill 1383, Chapter 395, Statutes of 2016 (SB 1383) establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants by reducing disposal of organic waste in landfills and is California's most comprehensive change to solid waste regulations in over thirty years; and

WHEREAS, the City adopted Ordinance No. 1711 on May 3, 2022, amending the franchise agreements to implement organic waste diversion programs to meet the goals of SB 1383 and allows a jurisdiction to designate a public or private entity to fulfill, in whole or in part, its responsibilities under SB 1383 through contracts with its waste haulers; and

WHEREAS, the solid waste and recycling agreements expire on August 25, 2025; and

WHEREAS, to maintain continuity, the material terms and conditions for the solid waste and recycling franchise agreements are being proposed to be merged with organics into a restated Discarded Materials Agreement with a combined expiration date of December 18, 2038, set forth below in compliance with Section 1002 of the City Charter of the City of San Luis Obispo; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939), set forth in Public Resources Code Sections 40000 et seq., declares that it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdiction, including but not limited to, the discretion to perform or forego a competitive bidding process; and

WHEREAS, San Luis Garbage Company has provided high level of service and reasonable rates for solid waste, recyclables, and organics collection and disposal in the City and the City has determined to reserve the right under Public Resources Code Sections 40059 to not perform a competitive bidding process for solid waste, recyclables, or organics collection and disposal; and

WHEREAS, the rate setting methodology included as Exhibit A in the Discarded Materials Agreement was approved by Resolution of the City Council on March 18, 2025 and is effective as of that date, notwithstanding the effective date of this ordinance; and

WHEREAS, in compliance with Title X of the City's Charter, the City Council adopted Resolution No. 11539 (2025 Series) declaring its intent to restate the existing franchise agreements, published the resolution within fifteen (15) days of its passage in a newspaper in the City of San Luis Obispo, and held a Public Hearing on March 18, 2025.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of San Luis Obispo as follows:

SECTION 1. The City Council of the City of San Luis Obispo hereby grants to San Luis Garbage Company the exclusive right, privilege, and franchise for continued service to collect, process, and dispose of solid waste, recyclable, and organic materials subject to the terms and conditions presented in Exhibit A – Discarded Materials Agreement. The City Manager is authorized to execute the Agreement and any other documents necessary or convenient for its implementation.

SECTION 2. Ordinance No. 1711 (2022 Series) is hereby repealed and superseded upon the effective date of this ordinance.

SECTION 3. Environmental review. This ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15308 (Actions by Regulatory Agencies for Protection of the Environment) and 15061(b)(3) (common sense exemption). The collection and disposal of solid waste is an essential service for public health, safety, and welfare. The Agreement with San Luis Garbage Company includes mandates for compliance with state law for the disposal of multiple waste streams in a manner that ensures the protection of the environment. In addition to the protection of the environment, it can be seen with certainty that there is no possibility that the restatement of the franchise agreement will have a significant effect on the environment; therefore, the actions would meet the standard for the "common sense exemption."

SECTION 4. The summary of this ordinance, together with the names of the Council members voting for and against, shall be published at least five (5) days prior to its final passage, in The New Times, a newspaper published and circulated in this City. This ordinance shall go into effect at the expiration of thirty (30) days after its final passage.

INTRODUCED on the 18th day of March 2025, **AND FINALLY ADOPTED** by the Council of the City of San Luis Obispo on the ____ day of ____, 2025, on the following vote:

AYES:
NOES:
ABSENT:

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

EXHIBIT A

RESTATED FRANCHISE AGREEMENT BETWEEN THE CITY OF SAN LUIS OBISPO AND SAN LUIS GARBAGE COMPANY

For Collection and Disposal of Solid Waste, Recyclable Materials,
and Organic Materials Within the City of San Luis Obispo

This Agreement between the City of San Luis Obispo and San Luis Garbage Company for Collection, Transportation, Diversion, Processing, marketing, and Disposal of Solid Waste, Recyclable Materials, and Organic Materials (the “Restated Franchise Agreement” or the “Agreement”), is made and entered into on April 1, 2025 (as the “Effective Date”) in the State of California by and between the City of San Luis Obispo, a political subdivision of the State of California (hereafter “City”) and San Luis Garbage Company, a California corporation (hereafter “Franchisee”), each of which may be referred to individually as a “Party” or together as the “Parties”.

RECITALS

This Agreement is made and entered into on the basis of the following facts, understandings, and intentions of the Parties:

1. **WHEREAS:** The Parties entered into an Amended and Restated Franchise Agreement for Collection, Transportation, and Disposal of Solid Waste on June 3, 2022 (the “Solid Waste Agreement”); and
2. **WHEREAS:** The Parties entered into a second, separate Amended and Restated Agreement for Collection and Disposal of Recyclable Materials on June 3, 2022 (the “Recyclable Materials Agreement”); and
3. **WHEREAS:** The Parties entered into a third, separate Amended and Restated Agreement for Collection and Disposal of Organic Materials on June 3, 2022 (the “Green Waste Agreement”); and
4. **WHEREAS:** The Solid Waste, Recyclable Materials, and Green Waste Agreements provide the City with the right to direct Franchisee to modify the scope of one or more types of services, or to otherwise modify its performance under the Agreement, subject to providing additional compensation; and
5. **WHEREAS,** the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939), set forth in Public Resources Code Sections 40000 et seq., declares that it is within the public interest to authorize and require local agencies to make adequate provision for Solid Waste Handling within their jurisdiction: and,
6. **WHEREAS:** The State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfill Disposal and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation, including but not limited to the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and

- a)
7. **WHEREAS:** SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste Facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and
 8. **WHEREAS:** SB 1383 requires the City to implement Collection programs for Organic Waste and Recyclable Materials, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and the City has chosen to delegate some of its responsibilities to the Franchisee, acting as the City's designee, through this Agreement; and
 9. **WHEREAS:** The Parties have agreed to merge the Solid Waste, Recyclable Materials, and Green Waste Agreements enumerated above into one single franchise agreement through this Restated Franchise Agreement, which includes all agreements between City and Franchisee regarding Solid Waste, Recyclable Materials, and Organic Materials; and
 10. **WHEREAS:** this Agreement is intended to restate and supersede all prior Franchise Agreements for Solid Waste, Recyclable Materials, and Green Waste Collection between City and Franchisee; and
- NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions herein contained, CITY and FRANCHISEE do hereby agree as follows:

a)

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**ARTICLE 1.
DEFINITIONS**

For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall have the following meanings:

- 1.1** “**AB 341**” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced from time to time.
- 1.2** “**AB 939**” means the California Integrated Waste Management Act of 1989, (Division 30 of the California Public Resources Code), also commonly referred to as “AB 939”, as amended, supplemented, superseded, and replaced from time to time.
- 1.3** “**AB 1594**” means State of California Assembly Bill No. 1594 approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal.
- 1.4** “**AB 1826**” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as “AB 1826”, as amended, supplemented, superseded, and replaced from time to time.
- 1.5** “**Affiliate**” means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of direct or indirect common ownership interest or common management shall be deemed to be “Affiliated with” Franchisee and included within the term “Affiliate” as used herein. An Affiliate shall include a business in which Franchisee owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Franchisee, and/or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Franchisee. For purposes of determining whether an indirect ownership exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.
- 1.6** “**Agreement**” means this agreement between City and Franchisee arranging for the Collection, Transportation, Processing, Diversion, marketing, and Disposal of Residential and Commercial Solid Waste, Recyclable Materials, and Organic Materials, as well as other services related to meeting the Diversion goals and requirements of AB 939 and SB 1383, and any future amendments hereto.
- 1.7** “**Applicable Law**” means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

- 1.8** “**Approved Disposal Facility**” means the Cold Canyon Landfill, owned and operated by Cold Canyon Land Fill, Inc. and located at 2268 Carpenter Canyon Rd, San Luis Obispo, CA, 93401, as the primary, and Chicago Grade Landfill located at 2290 Homestead Rd, Templeton, CA, 93465, or the Santa Maria Landfill located at 2065 E Main St, Santa Maria, CA, 93454, as alternatives. All three of these have been selected by the Franchisee and approved by the City. Franchisee shall notify City before using an alternative Facility.
- 1.9** “**Approved Organic Materials Processing Facility**” means the Kompogas Facility located at 4300 Old Santa Fe Rd, San Luis Obispo, CA, 93401, and Engel & Gray Inc. Regional Compost Facility, located at 745 West Betteravia Road, Santa Maria, CA, 93455, which have been selected by the Franchisee and approved by the City.
- 1.10** “**Approved Recyclable Materials Processing Facility**” means the Materials Recovery Facility at Cold Canyon Landfill, owned, and operated by Cold Canyon Land Fill, Inc. and located at 2268 Carpenter Canyon Rd, San Luis Obispo, CA, 93401, which has been selected by the Franchisee and approved by the City.
- 1.11** “**Arranger**” means any person that arranges for the Collection, Diversion, Transfer, burning, Disposal, or Processing of any Solid Waste.
- 1.12** “**Billings**” means any and all statements or charges for services rendered by Franchisee pursuant to this Agreement.
- 1.13** “**Bin**” means a metal or plastic waste Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid that allows for proper closure, and with wheels (where appropriate), that is serviced by a front end-loading and/or rear-end loading Collection vehicle, including Bins with Compactors attached to increase the capacity of the Bin.
- 1.14** “**Bulky/Large Item(s)**” or “**Bulky/Large Waste**” means discarded, bulky/large household appliances, furniture, tires, carpets, mattresses, and similar bulky/large items which require special handling due to their size but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles.
- 1.15** “**Bulky/Large Item Collection Program**” means the Contractor’s Collection service for Bulky Items, including bulky Green Waste.
- 1.16** “**Business Days**” mean days during which the City offices are open to do business with the public.
- 1.17** “**California Code of Regulations**” or “**CCR**” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- 1.18** “**California Integrated Waste Management Act of 1989**” means Public Resources Code §§ 40000 et. seq.
- 1.19** “**CalRecycle**” means California's Department of Resources Recycling and Recovery.
- 1.20** “**Cardboard**” means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

- 1.21** “**Cart**” means a plastic Container with a hinged lid and wheels that is provided by the Franchisee, approved by the City, used by the Waste Generator, serviced by an automated or semi-automated Collection vehicle, and used for collection, accumulation, and removal of solid waste from commercial or residential Premises. A Cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).
- 1.22** “**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C Section 9601, et seq.
- 1.23** “**City**” means the City of San Luis Obispo, a municipal corporation and charter city, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term of this Agreement. The City may designate responsibilities to one or more third parties, in writing, between the City Manager and the designee.
- 1.24** “**Collect**” or “**Collection**” (or any variation thereof) means to take physical possession, Transport, and remove Discarded Materials in the form of Solid Waste, Recyclable Materials, Organic Materials (Food and Green Waste), Bulky/Large Items, and other material at the place of generation in the City.
- 1.25** “**Commercial**” shall mean of, from, or pertaining to non-Residential Premises where business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential Property which are permitted under applicable zoning regulations and are not the primary use of the property.
- 1.26** “**Compactor**” means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by Roll-Off Collection vehicles.
- 1.27** “**Complaint**” shall mean each written or orally communicated statement made by any Person, whether to City or Franchisee, alleging: (1) non-performance, or deficiencies in Franchisee’s performance of its duties under this Agreement; (2) a violation by Franchisee of this Agreement; or (3) an SB 1383 Non-Compliance Complaint as required under 14 CCR Section 18995.3.
- 1.28** “**Compost**” (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
- 1.29** “**Construction and Demolition Debris**” or “**C&D**” means used or discarded construction materials removed from a Premises during the construction, repair, demolition, or renovation of a structure.
- 1.30** “**Container**” means Bins, Carts, Compactors, and Franchise Roll-Offs that are provided by the Franchisee.
- 1.31** “**Contaminant**” or “**Contamination**” means any material or substance placed into or found in a Collection Container other than the type of Source Separated material for which that Collection Container is intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Materials is a Contaminant if placed into or found in an Organic Materials Collection Container.

- 1.32** “**County**” means the County of San Luis Obispo, a political subdivision of the State of California.
- 1.33** “**Customer**” means the Person whom Franchisee submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.
- 1.34** “**Customer Notice**” means the Franchisee’s notice to Customer(s) as described in Section 6.2.
- 1.35** “**Designated Collection Location**” means the place an authorized Recycling agent or a Solid Waste Collector has contracted with either the City or a private entity to Collect Solid Waste, Recyclable Material, or Organic Material.
- 1.36** “**Designated Disposal Facility**” means the landfill or Transfer Station, selected by City, where Solid Waste and/or Processing Residue under this Agreement is sent for final Disposal. The Designated Disposal Facility is subject to the City’s right of direction. The Designated Disposal Facility is the Cold Canyon Landfill, and located at 2268 Carpenter Canyon Road, San Luis Obispo, CA, 93401, as the primary, and Chicago Grade Landfill or the Santa Maria Landfill are alternatives.
- 1.37** “**Designated Processing Facility**” means any properly licensed and permitted plant or site used for the purpose of sorting, cleansing, treating, reconstituting, Processing, and marketing Recyclable and/or Organic Materials, which has been arranged by Franchisee after consultation with City.
- 1.38** “**Designated Waste**” means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
- 1.39** “**Discarded Materials**” means Solid Waste, Recyclable Materials, and/or Organic Materials, including Bulky/Large Items but excluding Excluded Waste, placed by a Generator in a Container and/or at a location for the purposes of Collection.
- 1.40** “**Disposal Facility**” means a landfill or other Facility for ultimate Disposal of Solid Waste.
- 1.41** “**Disposal Site(s)**” means any properly licensed and permitted Solid Waste Facility or Facilities arranged by Franchisee after consultation with City for the ultimate Disposal of Solid Waste collected by Franchisee.
- 1.42** “**Dispose**” or “**Disposal**” (or any variation thereof) means the ultimate disposition of Solid Waste or Processing Residue at a Disposal Facility.
- 1.43** “**Divert**” or “**Diversions**” (or any variation thereof) means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion, or other method of Processing, subsequent to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term, including but not limited to changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

- 1.44** “**Dwelling Unit**” means any individual living unit in a: Single-Family Dwelling Unit or Multi-Family Dwelling Unit or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.
- 1.45** “**Effective Date**” means the date on which the latter of the two Parties signs this Agreement, as specified in Section 2.2 of this Agreement.
- 1.46** “**Environmental Laws**” means all Federal and State statutes as well as county, local, and City ordinances and regulations concerning public health, safety, and the environment, including, by way of example and not limitation, the comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC 6902 et seq.; the Federal Clean Water Act, 33 USC 1251 et seq.; the Toxic Substances Control Act, 15 USC 1601 et seq.; the Occupational Safety and Health Act, 29 USC 651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code 25100 et seq.; the California Toxic Substances Account Act, California Health and Safety Code 25300 et seq.; and the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code 25249.5 et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.
- 1.47** “**Excluded Waste**” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Franchisee reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Franchisee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- 1.48** “**Facility**” means any plant or site utilized by Franchisee (or a Subcontractor of Franchisee) for the purposes of performing the duties under this Agreement, including but not limited to Transfer, Processing, or Disposal of Discarded Materials Collected in the City.
- 1.49** “**Facility Operation Date**” means December 18, 2018, the date on which, following its start-up, testing, and commissioning, the Facility began Processing Commercial quantities of Food and Green Waste.
- 1.50** “**Federal**” means belonging to or pertaining to the Federal government of the United States.
- 1.51** “**Fiscal Year**” means the period commencing January 1 and concluding December 31 for Franchisee. For City it means the period commencing July 1 of one year and concluding June 30 of the subsequent year.
- 1.52** “**Food Recovery**” means actions to Collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- 1.53** “**Food Scraps**” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste.

- 1.54** “**Food-Soiled Paper**” means Compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, napkins, and pizza boxes. Food-Soiled Paper is a subset of Food Waste.
- 1.55** “**Food Waste**” means Source-Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of Organic Materials.
- 1.56** “**Franchise**” means the special right granted by the City of San Luis Obispo to operate a company providing Collection, Transportation, Diversion, Processing, marketing, and Disposal of Discarded Materials within the City.
- 1.57** “**Franchise Fee**” means the fee paid by Franchisee to the City as described in Article 8, Payments To City, and as set forth in Exhibit A.
- 1.58** “**Franchisee**” means San Luis Garbage Company, a corporation organized and operating under the laws of the State of California, and its officers, directors, employees, agents, companies, related-parties, Affiliates, and Subcontractors where applicable.
- 1.59** “**Generator**” or “**Waste Generator**” means any Person whose act or process produces Discarded Materials, or whose act first causes Discarded Materials to become subject to regulation.
- 1.60** “**Green Waste**” means those Discarded Materials that will decompose and/or putrefy, including but not limited to green trimmings, tree trimmings, grass cuttings, weeds, dead plants, pruning, leaves, branches, brush, dead trees, small pieces of untreated and unpainted wood, and other types of Organic Waste resulting from normal yard and landscaping maintenance that may be specified in City Legislation for Collection and Processing as Organic Materials under this Agreement. Green Waste does not include items herein defined as Excluded Waste. Green Waste is a subset of Organic Materials. Green Waste placed in Organic Materials for Collection may not exceed six (6) inches in diameter. If Green Waste is more than six (6) inches in diameter, it shall be Collected in the Bulky/Large Item Collection program.
- 1.61** “**Gross Revenues**” means the sum of the cash receipts derived by Franchisee from Customer Billings for Collection of Discarded Materials and orange bag sales provided in the City.
- 1.62** “**Hazardous Substance**” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Wastes”, “toxic waste”, “pollutant”, or “toxic substances”, or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl’s (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

- 1.63** "**Hazardous Waste**" means any Discarded Material or mixture of materials, which is toxic, corrosive, flammable, radioactive or which, because of its quantity, concentration, physical, chemical, or infectious characteristics may do harm to either humans, animals, or the environment, or as defined in Article 2, Chapter 6.5 25117 of the Health and Safety Code and Public Resources Code 40141.
- 1.64** "**Holidays**" are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.65** "**Household Hazardous Waste**" means Hazardous Waste generated at Residential Premises.
- 1.66** "**Liquidated Damages**" means the amounts due by Franchisee for failure to meet specific quantifiable standards of performance as described in Article 12.
- 1.67** "**Materials Recovery Facility**" means a permitted Facility where Discarded Materials are sorted or separated for the purposes of Recycling, Composting, Processing, or Reuse.
- 1.68** "**Maximum Service Rate**" means the maximum amount that the Franchisee may charge Customers for Solid Waste Collection and as may be adjusted in accordance with the provisions of this Agreement.
- 1.69** "**Medical Waste**" means biohazardous waste, sharp wastes, waste which is generated or produced as a result of the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological products, pursuant to California Health and Safety Code, Section 25023.2.
- 1.70** "**Mixed-use Development**" or "**MXD**" means a mix of Commercial Premises and five (5) or greater Dwelling Units utilizing any combination of Collection Containers for the accumulation of and set out of Solid Waste.
- 1.71** "**Multi-Family Dwelling Unit**" or "**Multi-Family**" or "**MFD**" means, notwithstanding any contrary definition in the City Municipal Code, any Premises, other than a Single-Family Dwelling Unit, used for Residential purposes, irrespective of whether residence therein is transient, temporary, or permanent, that receive centralized, shared, Collection service for five (5) or more units on the Premises. which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address shall be considered Multi-Family.
- 1.72** "**Occupant**" means the Person who occupies a Premises.
- 1.73** "**Occupied**" means when a person or persons has taken or is/are holding possession of a Premises for temporary or permanent use. For the purpose of determining whether a Premises was Occupied during periods when Collection of Discarded Materials was available to such Premises, the Premises shall be presumed to have been so Occupied unless evidence is presented that no gas, electric, telephone or water utility services were consumed on such Premises during such periods, or such other evidence is presented to the satisfaction of the City Manager.
- 1.74** "**Organic Materials**" means Green Waste and Food Waste, individually or collectively. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Materials and Solid Waste. Organic Materials are a subset of Organic Waste.

- 1.75** “**Organic Waste**” means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, Yard Trimmings, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.
- 1.76** “**Overage**” means Discarded Materials set out for Collection either on top of or outside of a Container or in any manner that prevents the Container lid from completely closing or potentially cause Discarded Materials to spill during Collection by Contractor’s vehicles.
- 1.77** “**Owner**” means the Person or Persons holding legal title to real property, and/or any improvements thereon, constituting the Premises to which Collection of Discarded Materials is to be provided under this Agreement, and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- 1.78** “**Party**” or “**Parties**” refers to the City and Franchisee, individually or together.
- 1.79** “**Person**” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, Commercial entity, governmental entity, public entity, the United States, the State of California, the County of San Luis Obispo, local agencies, cities, special purpose districts, or any other legal Person.
- 1.80** “**Premises**” means any land or building in the City where Discarded Materials are generated or accumulated.
- 1.81** “**Process**” or “**Processing**” means to prepare, treat, or convert through some special method.
- 1.82** “**Processing Facility**” means any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the Facility for the Processing and/or Composting of Organic Materials.
- 1.83** “**Prohibited Container Contaminants**” means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City’s Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City’s Collection program; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in the City’s Recyclable Materials or Organic Materials Containers or otherwise managed under the City’s Collection program; and (iv) Excluded Waste placed in any Container.
- 1.84** “**Recyclable Materials**” means residential by-products or discards of economic value set aside, handled, packaged, or offered for Collection in a manner different from Solid Waste, including but not limited to aluminum, newspaper, clear and colored glass, tin and bi-metal, High density Polyethylene (HDPE), Polyethylene Terephthalate (PET), Cardboard, chipboard, and mixed paper.
- 1.85** “**Recycle**” or “**Recycling**” means the Process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility, materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes Processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201. The Collection, Transfer, Transportation or Disposal of Recyclable Materials not intended for, or capable of, reuse is not Recycling.

- 1.86** "**Related Party Entity**" means any Affiliated entity which has financial transactions with Franchisee.
- 1.87** "**Residential**" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
- 1.88** "**Residential Property**" means property used for residential purposes, irrespective of whether such Dwelling Units are rental units or are Owner-Occupied and includes both single family and multi-family Dwelling Units.
- 1.89** "**Residue**" or "**Residual**" means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.
- 1.90** "**Reusable Materials**" means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source-Separated or recovered through a Processing Facility.
- 1.91** "**Roll-Off**" means an open-top or lidded Container with a capacity of seven (7) to forty (40) cubic yards that is serviced by a Franchise Roll-Off Collection vehicle.
- 1.92** "**Source reduction and recycling element (SRRE)**" means plans prepared by all jurisdictions in accordance with Public Resources Code Section 41000 et seq. The SRRE sets forth a jurisdiction's basic strategy for management of Solid Waste and Divertible materials generated within its borders, with emphasis on implementation of source reduction, Recycling, and Composting programs.
- 1.93** "**Service Area**" means that area within the corporate limits of the City of San Luis Obispo, California, as the same may be modified from time to time through annexation or otherwise.
- 1.94** "**SB 1383**" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020, that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.
- 1.95** "**Self-Haul**" or "**Self-Hauler**" means a Person who hauls Discarded Materials, recovered material, or any other material, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste, as defined in 14 CCR Section 18982(a)(66)(A).
- 1.96** "**Service Level**" refers to the size of a Customer's Container and the frequency of Collection service.
- 1.97** "**Single-Family Dwelling Unit**" or "**Single-Family**" or "**SFD**" means, notwithstanding any contrary definition in the City Municipal Code, any detached or attached house or residence with fewer than five (5) units on the designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses that maintain individual Collection service regardless of whether each unit is separately billed for their specific Service Level. Single-Family also includes duplex, tri-plex, or four-plex Residential structures regardless of whether each unit maintains individual Collection service or is separately billed for their specific Service Level.

- 1.98** "**Solid Waste**" means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated thereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source-Separated Recyclable Materials, Source-Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source-Separated from Solid Waste at the site of generation.
- 1.99** "**Source-Separated**" means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.
- 1.100** "**State**" means the State of California.
- 1.101** "**Subcontractor**" means a Party who has entered into a contract, express or implied, with the Franchisee for the performance of an act that is necessary for the Franchisee's fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to Franchisee shall not be considered Subcontractors.
- 1.102** "**Term**" means the term of this Agreement, including extension periods if granted, as provided for in Article 2, Grant and Acceptance of Agreement.
- 1.103** "**Ton**" or "**Tonnage**" means a unit of measure for weight equivalent to two thousand (2,000) standard pounds.
- 1.104** "**Townhouse**" means an attached or semi-attached Dwelling Unit within a group of attached or semi-attached Dwelling Units. A Townhouse shall be considered a Single-Family Dwelling Unit if each unit maintains individual Collection service subscription. A Townhouse shall be considered a Multi-Family Dwelling Unit if the Premise receives centralized, shared, Collection service for all units on the Premise. These shall be the designations regardless of whether the Premises are billed individually or through a central account (e.g., homeowner association, property manager).
- 1.105** "**Transfer**" means the act of transferring the Discarded Materials Collected by Franchisee in its route vehicles into larger vehicles for Transport to other Facilities for the purpose of Processing, Recycling, or Disposing of such Discarded Materials.
- 1.106** "**Transfer Station**" includes those Facilities used to receive Solid Wastes, temporarily store, separate, convert, or otherwise Process the materials in the Solid Wastes, or to Transfer the Solid Wastes directly from smaller to larger vehicles for Transport and those Facilities used for transformations.
- 1.107** "**Transport**" or "**Transportation**" means the act of Transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other Facilities, for the purpose of Recycling or Disposing of such materials.
- 1.108** "**Waste Generator**" or "**Generator**" means any Person whose act or process produces Discarded Materials, or whose act first causes Discarded Materials to become subject to regulation.
- 1.109** "**Working Days**" means days on which the Franchisee is required to provide regularly scheduled Collection services under this Agreement.

**ARTICLE 2.
GRANT AND ACCEPTANCE OF AGREEMENT**

2.1 Grant and Acceptance of Agreement

Subject to Section 2.5 (Conditions to the Effectiveness of Agreement), City hereby grants to Franchisee an exclusive Franchise to Collect, Transport, Divert, Process, market, and Dispose of Solid Waste, Recyclable Materials, and Organic Materials accumulating at Single-Family, Multi-Family, Mixed-Use, and Commercial Premises in the City in accordance with the City’s Municipal Code and this Agreement, except where otherwise precluded by Applicable Law.

Franchisee hereby accepts the grant of the Franchise on the terms and conditions set forth in this Agreement. Franchisee agrees to perform and be bound by each of the conditions proposed in the grant and by procedural ordinance and the requirements of Acceptance on file with the City Clerk’s office (Article X of the City Charter, Section 1006, Duties of Grantee).

2.2 Effective Date

The Effective Date of this Agreement shall be April 1, 2025 (“Effective Date”).

2.3 Term of Agreement

The Term of this Agreement shall commence at 12:01 a.m. on the Effective Date, and expire at midnight on December 18, 2038, subject to extension as provided in Section 2.4 (Option to Extend).

2.3.1 Term Contingency

In the event of a change of law or technology which would render the Collection, Transportation, Diversion, Processing, marketing, or Disposal services to be implemented under this Agreement obsolete, unnecessary, impractical, undesirable, or illegal, the City reserves the right to terminate this Agreement upon the giving of a six (6) month prior written notice of City’s election to so terminate this Agreement. It is understood between Franchisee and City that this Agreement is motivated by the passage of AB 939 and SB 1383, and that subsequent legislation could make this Agreement unnecessary and/or adverse to the best interests of the City. In particular, City and Franchisee acknowledge the possibility of future legislation changing the requirements of AB 939 and SB 1383, and/or requiring a coordination of the Collection of Solid Waste, Recyclable Materials, and/or Organic Materials by and through entities other than the Franchisee.

2.4 Option to Extend

The City, by written authorization of the City Manager and upon written mutual consent by the Franchisee, shall have the option to extend this Agreement up to three, five (5) year term extensions to the initial term. If City elects to exercise this option, it shall give written notice not later than ninety (90) days prior to the initial termination date, or, if one or two extensions have been exercised, ninety (90) days prior to the extended termination date.

City shall consider performance standards and the results of performance audits, as outlined in Section 6.4 (Diversion Standards), in decisions regarding extension of term.

2.5 Conditions to the Effectiveness of Agreement

The obligation of City to permit this Agreement to become effective and to commence performing its obligations under this Agreement is subject to the satisfaction of each and all of the conditions set out in this Section 2.5 below, each of which may be waived in whole or in part by City, in its sole direction.

- A. Accuracy of Representations.** The representations and warranties made by Franchisee throughout this Agreement are true and correct on and as of the Effective Date of this Agreement.
- B. Furnishing of Insurance and Bonds.** Franchisee has furnished evidence of the insurance and bonds required by Article 10 (Indemnity, Insurance, and Performance Bond).
- C. Effectiveness of City Council Action.** The City's Ordinance approving this Agreement shall have become effective pursuant to California law on or prior to the Effective Date of this Agreement.

2.6 Responsibilities of City

The City does not assume any responsibility for, nor shall it be held liable for, damages for the failure on the part of any Person producing Food or Green Waste material within the City to deliver the same to Franchisee; provided, however, it is mutually understood and agreed that the City and its officers will at all times during the period of this Agreement cooperate to enforce the terms of this exclusive Agreement and the Franchise within the City.

**ARTICLE 3.
REPRESENTATION AND WARRANTIES OF THE FRANCHISEE**

3.1 Franchisee Status

Franchisee is duly organized, validly existing and in good standing under the laws of the State of California and has the financial ability to perform its obligations set forth in this Agreement. Additionally, the Franchisee has no suits or threatened suits which would impair the financial ability of the Franchisee to perform its obligations under this Agreement, and entering into this Agreement by Franchisee will not in any way constitute a breach of any other agreements entered into by Franchisee with other parties or constitute a violation of any law.

3.2 Franchisee Authorization

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have the authority to do so.

3.3 Compliance with Laws and Regulations

Franchisee shall comply with all existing and future City, County, state, and Federal laws, including all Environmental Laws, with particular note of SB 1383, Article X of the City Charter and any Chapter within the City's Municipal Code. Franchisee shall be entitled to an adjustment in its compensation in accordance with Exhibit A (Annual Rate Adjustment Methodology), for providing additional or modified services due to changes to the City's Municipal Code, it being specifically agreed that changes in the City's Municipal Code are a "Change in Law" as that term is defined in Exhibit A.

3.4 Serve Without Interruption

Franchisee shall Collect, Process, and market (if applicable) Commercial and Residential Solid Waste, Recyclable, and Organics Materials throughout the Term of this Agreement without interruption except as described in Section 12.5 (Excuse from Performance).

3.5 Permits and Licenses

Franchisee shall procure and keep in full force and effect all permits and licenses, pay all charges and fees, and give all notices as necessary.

3.6 Preservation of City Property

Franchisee shall pay to the City, on demand, the cost of all repairs to public or private property made necessary by the willful or negligent conduct of Franchisee employees under this Agreement.

3.7 Financial Representation

Franchisee represents that it has the financial ability to full perform its obligations as set forth in this Agreement.

3.9 Franchisee as Arranger

The City and Franchisee mutually agree that the City's granting of this Franchise shall not be construed as the City "arranging for" the Collection and Disposal of Solid Waste, Recyclable, or Organic Materials within the meaning of CERCLA. The parties further mutually agree that the granting of the Franchise by City shall be construed as an action whereby the Franchisee is granted, and accepts the rights, responsibilities, benefits, and liabilities of Collection and Disposal of Solid Waste, Recyclable Materials, and Organic Materials. Commencing on the Effective Date of this Agreement and, to the extent that Franchisee's performance under this Agreement requires the Collection and Disposal of Solid Waste, Recyclable Materials, and Organic Materials, may be construed as "arranging for" Collection and Disposal of Solid Waste, Recyclable Materials, and Organic Materials within the meaning of CERCLA, such actions shall be the sole responsibility of Franchisee and Franchisee expressly agrees to be solely responsible for all such actions with respect to CERCLA.

**ARTICLE 4:
SCOPE OF AGREEMENT**

4.1 Scope of Agreement

Subject to Section 4.2 (Limitations to Scope), the Franchise granted to Franchisee shall be exclusive for Discarded Materials, except where otherwise precluded by Applicable Law.

4.2 Limitations to Scope

The Franchise for the Collection, Transportation, Diversion, Processing, marketing, and Disposal of Discarded Materials granted to Franchisee shall be exclusive except as to the following categories of Discarded Materials listed in this Section. The granting of this Franchise shall not preclude the categories of Discarded Materials listed below from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City which is otherwise required by law:

- A. Construction and Demolition Debris which is not offered by Persons performing the work and which may be legally Collected and Disposed of by some alternate means;
- B. Solid Waste Self-Hauled by Generators to Disposal Facilities;
- C. Animal waste and remains from slaughterhouse or butcher shops;
- D. By-products of sewage treatment, including sludge, sludge ash, grit, and screening;
- E. Excluded Waste, Hazardous Waste, liquid waste, and Medical Waste;

- F. Source-Separated Recyclable Materials separated from other Discarded Materials by the Waste Generator and for which Waste Generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the Waste Generator for such Recycling or related services;
- G. Source-Separated Recyclable Materials which are separated at any Premises, and which are (1) Self-Hauled by the Owner or Occupant of such Premises (or by their employee) to a charitable, environmental, or other non-profit organization or (2) Collected and Transported directly by such organization;
- H. Source-Separated Recyclable Materials which are separated at any Premises, and which are Self-Hauled by the Owner or Occupant of such Premises (or by their employee) to a Facility;
- I. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, 14500, et seq. California Public Resources Code;
- J. Organic Materials which are separated at any Premises, and which are Self-Hauled by the Owner or Occupant of such Premises (or by their employee) to a Facility; and/or
- K. Green Waste removed from Premises by a gardening, landscaping, or tree trimming company as incidental part of a total service offered by that company.
- L. Any other Discarded Materials determined by the City as mutually agreed upon between the City and Franchisee.

Franchisee shall additionally cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the City.

Franchisee acknowledges and agrees that City may permit other Persons beside Franchisee to Collect any or all types of the Discarded Materials listed in this Section 4.2, without seeking or obtaining approval of Franchisee under this Agreement.

This Franchise to Collect, Transport, Process, and market Solid Waste, Recyclable Materials, and Organic Materials shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement, and the scope of this Agreement shall be limited by current and developing Applicable Law with regard to Discarded Materials handling, Discarded Materials flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of the City to lawfully provide for the scope of services as specifically set forth herein, Franchisee agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided for under this Agreement.

Further, the Franchisee agrees that the City shall not be responsible for any lost profits and/or damages claimed by the Franchisee to arise out of further limitations of the scope of the Agreement set forth herein. It shall be the responsibility of Franchisee to minimize the financial impact to other services being provided.

4.3 Administration of Agreement

The City Manager shall administer this Agreement and the City's Utilities Director shall supervise Franchisee compliance with the Agreement terms and conditions.

4.4 Use of City Streets

Such grant of Franchise shall give Franchisee the right and privilege to operate Solid Waste, Recycling, and Organic Materials Collection vehicles and equipment on such streets, public ways, rights-of-way, or easements of the City as reasonably appropriate for Franchisee to provide the services herein.

4.5 Annexation

Franchisee shall automatically extend all services herein described to any area annexed to the City, except that the City may permit a firm franchised by the County of San Luis Obispo before the annexation to continue service the area for a period not less than five (5) years.

4.6 New Programs and City's Right to Request Changes

General

City may request Franchisee to perform additional services (including new Diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, different kinds of services, and/or new requirements for Waste Generators are included among the kinds of changes which City may request. Franchisee shall present, within forty-five (45) days of a request to do so by City, a proposal to provide additional or expanded Diversion services pursuant to the terms of Section 4.6.2 (New Programs). Franchisee shall be entitled to an adjustment in its compensation in accordance with Exhibit A (Annual Rate Adjustment Methodology), for providing such additional or modified services.

New Programs

Franchisee shall present, within forty-five (45) days of a request to do so by City, a proposal and action plan to provide additional or expanded services not otherwise listed in Section 5.5 (Public Container Collection). The action plan shall contain a complete description of the following:

- A. Collection methodology to be employed (equipment, workforce, etc.),
- B. Equipment to be utilized (vehicle number, types, capacity, age, etc.),
- C. Labor requirements (number of employees by classification),
- D. Type of Containers to be utilized,
- E. Provision for program publicity/education/marketing,
- F. A projection of the financial results of the program's operations for the remaining Term of the Agreement in a balance sheet and operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions, and
- G. Facility(ies) to be utilized.

City's Right to Acquire Services

Franchisee acknowledges and agrees that City may permit other Persons besides Franchisee to provide additional services not otherwise contemplated under Section 4.6 (New Programs and City's Right to Request Changes). If, pursuant to Section 4.6.2 (New Programs), Franchisee and City cannot agree on terms and conditions of such services in ninety (90) days from the date when City first requests a proposal from Franchisee to perform such services, Franchisee acknowledges and agrees that City may permit Persons other than Franchisee to provide such services.

Implementing New Services

If the Franchisee is capable of performing or developing the requested service or modifying an existing service and the City has agreed to have the Franchisee provide such additional service in accordance with the agreed upon proposal and action plan; then the Franchisee shall commence service within ninety days (90) days from the date the proposal was agreed upon. Adjustment in the Franchisee's compensation shall be implemented during the next rate adjustment period outlined in Exhibit A (Annual Rate Adjustment Methodology).

4.7 Ownership of Discarded Materials

Once Solid Waste, Recyclable Materials, and/or Organic Materials are placed in Containers and properly presented for Collection, ownership and the right to possession shall transfer directly from the Generator to Franchisee by operation of this Agreement. Title to and liability for any Excluded Waste shall remain with the Generator of such Excluded Waste. Franchisee is hereby granted the right to retain, Recycle, Process, reuse, Compost, Divert, Dispose of, and otherwise use such Solid Waste, Recyclable Materials, and Organic Materials, or any part thereof, in any lawful fashion or for any lawful purpose consistent with the hierarchy and goals of AB 939, AB 341, AB 1594, SB 1383, AB 1826 and other Applicable Law.

Subject to the provisions of this Agreement, Franchisee shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, reuse, Compost, Divert, or Dispose of the Solid Waste, Recyclable Materials, and Organic Materials which it Collects.

Solid Waste, Recyclable Materials, and Organic Materials, or any part thereof, which are delivered to a Facility (whether landfill, Processing Facility, transformation Facility, Transfer Station, or Material Recovery Facility) shall become the property of the owner or operator of the Facility(ies) once deposited there by Franchisee. The City may obtain ownership or possession of Solid Waste, Recyclable Materials, and/or Organic Materials placed for Collection upon written notice of its intent to do so.

**ARTICLE 5.
DIRECT SERVICES**

5.1 General

The work to be done by the Franchisee pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items and tasks necessary to perform the services required.

It is mandatory that the work to be done by Franchisee pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all Occupied developed properties within the City are provided reliable, courteous, prompt, and high-quality Collection of Discarded Materials at all times. All Collection activities shall be conducted in such a manner that public and private property will not be damaged. Franchisee shall deliver Containers with closed lids in designated Collection locations and shall not place them in the street or on adjoining property.

The enumeration of, and specification of requirements for, particular items of labor or equipment, or aspects of service quality, shall not relieve Franchisee of the duty to furnish / accomplish all others, as may be required, whether enumerated or not.

The City reserves the right to revise its laws and regulations pertaining to Collection and Disposal of Discarded Materials in order to protect public health, safety and welfare. The Franchise Agreement is subject to any such future revisions of the City's laws and regulations, and Franchisee agrees to comply with any such changes in said laws and regulations as if incorporated into the Agreement.

5.2 Three-Container Collection System

Franchisee shall provide Collection of Discarded Materials as part of the City's three-Container Collection program to all Single-Family Customers, Multi-Family Dwelling Units, Mixed-Use, and Commercial, industrial, and institutional properties for the Collection of Source-Separated Recyclable Materials, Source-Separated Organic Materials, and Solid Waste. Franchisee shall ensure that the Collection of Discarded Materials services provided under this Agreement are at all times performed in accordance with Applicable Law. Franchisee shall Transport the Solid Waste, Recyclable Materials, and Organic Materials to Designated Disposal or Processing Facilities that are appropriate for each material type, as outlined herein.

5.3 Collection Service

5.3.1 Single-Family Residential Collection of Discarded Materials

For all Single-Family Customers, Franchisee shall Collect Solid Waste, Recyclable Materials, and Organic Materials placed in Franchisee-provided Containers at the curbside at a minimum of once a week, Monday through Friday, except as specified below. The Franchisee-provided Containers shall comply with the requirements of Section 6.1.3 (Collection Containers) of this Agreement. Franchisee shall Transport all Solid Waste, Recyclable Materials, and Organic Materials Collected to a Designated Disposal or Processing Facility.

Single-Family Customers with a disability or unique circumstance shall have the option of placing their Containers near their dwelling, visible and within reasonable distance from the curb, and without obstacles (i.e., uneven surfaces, steep inclines/declines, behind gates) that cause a safety concern. The Franchisee will Collect their Containers at this location and return Containers to same location. Franchisee will notify residents annually, beginning within thirty (30) days of execution of this Agreement, of this Collection option. To be eligible for this Collection option, residents must either present proof of a disability or receive approval from the Franchisee on a case by case basis. In no event will the Franchisee perform any modified service that is deemed unsafe by Franchisee or City.

5.3.2 Multi-Family Collection of Discarded Materials

Franchisee shall Collect Solid Waste, Recyclable Materials, and Organic Materials from all Multi-Family Dwelling Units within the City, using Franchisee-provided Containers, not less than once per week. The Containers shall comply with the requirements of Section 6.1.3 (Collection Containers) of this Agreement. Franchisee shall Transport all Solid Waste, Recyclable Materials, and Organic Materials Collected to a Designated Disposal or Processing Facility.

The Franchisee and each Customer shall agree on the Designated Collection Location. Special consideration shall be given when determining the Designated Collection Location for Multi-Family accounts to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The Designated Collection Location, if disputed by Customer or Franchisee, shall be determined by the City. Additionally, if, in the City's opinion, the location of an existing Collection location for a particular Multi-Family Dwelling Unit is inappropriate, the City may direct the Customer or Franchisee to relocate the Collection location. If a Customer refuses to comply with said directive, Franchisee may decline to Collect Discarded Materials from said mis-located Containers and the Customer may be subject to fines in accordance with the City's Municipal Code.

5.3.3 Commercial Collection of Discarded Materials

Franchisee shall Collect Solid Waste, Recyclable Materials, and Organic Materials from all Commercial, MXD, industrial, and institutional properties within the City, using Containers of a size and shape acceptable to Franchisee and the Customer, not less than once per week. The size and shape of the Container, if disputed by Customer, shall be determined by the Franchisee and mutually agreed upon by the City. The Containers shall comply with the requirements of Section 6.1.3 (Collection Containers) of this Agreement. Franchisee shall Transport all Solid Waste, Recyclable Materials, and Organic Materials Collected to a Designated Disposal or Processing Facility.

The Franchisee and each Customer shall agree on the Designated Collection Location. Special consideration shall be given when determining the Designated Collection Location for Commercial accounts to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The Designated Collection Location, if disputed by Customer or Franchisee, shall be determined by the City.

Additionally, if, in the City's opinion, the location of an existing Collection location for a particular Commercial, industrial, or institutional property is inappropriate, the City may direct the Customer or Franchisee to relocate the Collection location. If a Customer refuses to comply with said directive, Franchisee may decline to Collect Discarded Materials from said mis-located Containers and the Customer may be subject to fines in accordance with the City's Municipal Code.

5.4 Materials to be Collected

5.4.1 Solid Waste

Franchisee shall Collect all Solid Waste, as defined in Article 1, that is properly set out for Collection. Franchisee may allow carpets and textiles to be placed in the Solid Waste Containers, unless a textile/carpet recovery program has been established following the Effective Date of this Agreement. Containers shall comply with the requirements of Section 6.1.3 (Collection Containers). Materials prohibited for Collection in the Solid Waste Containers include Source-Separated Recyclable Materials, Organic Materials, Excluded Waste, C&D, and other Prohibited Container Contaminants.

5.4.2 Recyclable Materials

Franchisee shall Collect all types of Source-Separated Recyclable Materials, as defined in Article 1, that are properly set out for Collection. Recyclable Materials to be Collected are to include, but are not limited to, newspaper, aluminum, tin and bi- metal cans, clear and colored glass containers, High Density Polyethylene (HDPE), Polyethylene Terephthalate (PET), polystyrene, corrugated Cardboard, and mixed paper (including white and colored ledger paper, chipboard, junk mail, magazines, and phone books). Containers shall comply with the requirements of Section 6.1.3 (Collection Containers). Materials prohibited for Collection in the Recyclable Materials Containers include Solid Waste, Organic Materials, Excluded Waste, and other Prohibited Container Contaminants.

5.4.3 Organic Materials

Franchisee shall Collect all types of Organic Materials, as defined in Article 1 and including Food Waste, Food Scraps, Food-Soiled Paper, and Green Waste, that are properly set out for Collection. The Parties agree that accepted types of Organic Materials may be added to or removed from this list from time to time at the sole discretion of the City. Franchisee shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, non-Compostable paper, textiles,

and Prohibited Container Contaminants shall not be Collected in the Organic Materials Containers. The Containers shall comply with the requirements of Section 6.1.3 (Collection Containers). Materials prohibited for Collection in the Organic Materials Containers include Source-Separated Recyclable Materials, Solid Waste, Excluded Waste, and other Prohibited Container Contaminants.

5.5 Public Container Collection

Franchisee shall provide, at City's direction, services related to the Collection and Disposal of Discarded Materials and consulting services at no cost to City, including:

- A. Collection of Discarded Materials from all sidewalks of City-owned Solid Waste, Recycling, and Organics litter Containers, not less than once per week, Monday through Friday, on Saturdays following non-working Holidays, or Sundays where mutually agreed upon by the City and Franchisee. Collections shall be scheduled at a time mutually agreed upon by Franchisee and the City.

As of the Effective Date of this Agreement, the number of collection services at no cost to the City, include 1,069 total solid waste and recycling services per week. Should the City request additional service locations and/or increase frequencies for the Solid Waste, Recycling, or Organics containers, the Franchisee shall allow up to a ten (10) percent increase in these services at no additional cost. Any service exceeding the ten (10) percent cap shall be addressed via a good faith meet and confer to identify payment details.

- B. Collection of Discarded Materials for up to twelve (12) special events per Calendar year as directed by the City, dropped off and Collected at a date, time, and location requested by the City and mutually agreed upon by the City and Franchisee.
- C. Review of plans for land use or property developments with regard to Collection of Discarded Materials service issues;
- D. Residual Solid Waste remaining from temporary Household Hazardous Waste Collection events.
- E. Additional services as mutually agreed upon by the City and Franchisee.

5.6 Missed Pickups

Upon notification by Customer or City, Franchisee shall Collect any missed pickup which had been properly and timely placed for Collection within 24 hours of said notice.

5.7 Bulky/Large Item Collection Service

Franchisee shall perform Collection of Bulky/Large Items to Customers in accordance with the following terms and conditions:

5.7.1 Frequency of Service

Franchisee shall provide Bulky/Large Item Collection on an on-call basis to Customers requesting service. The City or Customer will notify the Franchisee of a request for Bulky/Large Item Collection and Collection shall be made from the curbside of SFDs and an agreed upon location for MFDs, MXDs, and Commercial Customers within five (5) scheduled Collection days of notification or an alternate mutually agreed upon date between the Customer and Franchisee.

5.7.2 Conditions of Service

Subject to the limitations set forth in this section, Franchisee must provide Bulky/Large Item Collection service to all Customers whose Bulky/Large Items have been placed three (3) feet off the curb, swale, or paved surface of the public roadway, closest accessible roadway, or other such location agreed upon by the Franchisee and Customer, that will provide safe and efficient accessibility for Collection.

Commercial Customers may schedule a Bulky/Large Item removal through the Franchisee for a fee established by the City and updated by resolution when the City adjusts rates.

Each SFD Customer is allowed up to three (3) Bulky/Large Item Collections per Calendar Year and each MFD Customer is allowed up to twelve (12) Bulky/Large Item Collections per Calendar Year. Two (2) of the previously mentioned Bulky/Large Item Collections for SFD Customers must occur during the semi-annual clean-up weeks explained in Section 5.8 (Semi-Annual Clean-Up Weeks) and one (1) Bulky/Large Item Collection may be scheduled at any time during the Calendar Year. Eight (8) of the previously mentioned Bulky/Large Item Collections for MFD Customers must occur during the semi-annual clean-up weeks explained in Section 5.8 (Semi-Annual Clean-Up Weeks) and four (4) Bulky/Large Item Collection may be scheduled at any time during the Calendar Year. Each item scheduled and placed on the curb for Collection shall be considered a single Collection and each item is not to exceed 200 pounds each. For subsequent collection in any Calendar Year, the Customer shall receive Bulky/Large Item Collection for a fee established by the City, paid to the Franchisee, and updated by resolution when the City adjusts rates.

Franchisee shall Collect bulky Green Waste separately from other Bulky/Large Items placed for Collection and shall handle such acceptable material as Organic Waste in accordance with SB 1383 regulations.

5.7.3 Non-Collection of Bulky/Large Items

Franchisee shall not be required to collect more Bulky/Large Items than specified by the Customer or items that are Excluded Waste. In the event of non-collection, Franchisee shall affix a Non-Collection Notice to the uncollected Bulky/Large Item(s) explaining why Collection was not made or make contact with the customer if a Non-Collection Notice cannot be placed on the item. Prior to non-collection of additional Bulky/Large Items, the Franchisee shall make a good faith effort to contact the Customer to offer the option to Collect the additional Bulky/Large Item(s) for a fee established by the City, paid to the Franchisee, and updated by resolution when the City adjusts rates.

5.7.4 Maximum Reuse and Recycling of Bulky/Large Items

The Franchisee will make every effort to process Bulky/Large Items in accordance with the following hierarchy:

1. Reuse as is
2. Disassemble for reuse or Recycling
3. Recycle
4. Disposal

5.8 Semi-Annual Clean-up Weeks

At least twice per year throughout the Term of this Agreement, Franchisee shall provide, in addition to regularly scheduled Collection service and scheduled Bulky/Large Item Collections pursuant to Section 5.7 (Bulky/Large Item Collection), two clean-up events for Residential Customers pursuant to guidelines established by the Franchisee and approved by the City. Solid Waste and Bulky/Large Items can be placed at the curb by SFD Customers and at pre-arranged locations for MFD Customers. The dates for each event shall be proposed by the Franchisee and approved by the City prior to September 1st of each year.

5.8.1 Conditions of Service

All Residential Customers are entitled to participate in semiannual clean up events. All residential Customers may:

- a. Discard up to six (6) 32 gallon bags of solid waste and/or bundled green waste in addition to their regular Collection. Bags and bundled green waste must be placed next to the Customer's Collection Containers on Collection day during the semiannual clean up week and the Franchisee will collect at no cost to the Customer or the City.
- b. Place Bulky/Large Item(s) on the curb for SFD Customers and at pre-arranged locations for MFD Customers during the semiannual clean up week for Collection by the Franchisee. The Customer must call the Franchisee to schedule the Bulky/Large Item Collection. Each SFD Customer is allowed up to one (1) no cost Bulky/Large Item Collection per clean-up week and each MFD Customer is allowed up to four (4) no cost Bulky/Large Item Collections for MFD per clean-up week. Customers are allowed to schedule their additional Bulky/Large Item Collection as defined in Section 5.7 (Bulky/Large Item Collection) during the semi-annual clean-up weeks. Any subsequent item(s) will be collected at a discounted rate. Items may not be Excluded Waste and cannot exceed 200 pounds each.

Franchisee shall Collect Green Waste separately from other materials and shall Process such material as Organic Waste in accordance with SB 1383 regulations at no cost to the Customer or the City.

Franchisee shall record by class and weight (in Tons) the Solid Waste, Bulky/Large Items, white goods, etc., Collected during the clean-up events. Franchisee shall record the kinds and weights (in Tons) of Solid Waste Diverted during these clean-ups from the landfill through Recycling, Composting, reuse, or other means of Diversion.

5.9 Holiday Tree Collection and Diversion Program

Franchisee shall operate an annual Holiday Tree Collection and Diversion program. The program shall include curbside Collection of Holiday Trees targeting all SFD and MFD Customers and shall Divert these Holiday Trees from landfill Disposal and Process the materials as Organic Waste in accordance with SB 1383 and this Agreement.

5.9.1 Conditions of Service

Franchisee must Collect Holiday Trees set out on the curb for Collection for two-weeks beginning December 26 and ending two weeks thereafter during the Term of this Agreement at no charge to the Customer or the City. The Holiday Tree Collection will not count towards the Customer's no cost Bulky/Large Item Collection. Franchisee shall deliver the Collected Holiday Trees to the appropriate Organics Materials Processing Facility for Diversion through uses other than Alternative Daily Cover. Franchisee is not required to Collect or Divert Holiday Trees with tinsel, flocking, or ornaments.

5.10 Accumulation of Solid Waste

5.10.1 Unauthorized Dumping

Franchisee shall direct its drivers or other personnel to take a photo if possible and report the address of any Premises at which they observe Discarded Materials or abandoned Bulky/Large Items that are accumulating or dumped in an unauthorized manner. Franchisee shall report the address or description and photo to the City within twenty-four (24) hours of such observation.

5.10.2 City-Directed Removal of Solid Waste

Franchisee shall arrange for the removal of all accumulated Discarded Materials and Bulky/Large Items on streets, roads, sidewalks and right-of-way in the City as directed by the City Utilities Director, or designee, within two (2) Working Days from the date contacted by the City. The Franchisee shall have the opportunity to make a good faith effort to recover the cost of Disposal from the Waste Generator, and the costs of this effort, as well as the cost of Disposal, shall be chargeable to the Waste Generator. Franchisee shall contact the Waste Generator via phone or email to confirm waste generation before any charges are billed. The Franchisee shall be entitled to include the costs incurred and not collected under this Section as an operating expense for purposes of rate setting.

5.11 Processing and Disposal of Discarded Materials

5.11.1 Designated Disposal Facility(ies) for Solid Waste

- A. General.** Franchisee shall Transport all Solid Waste Collected within the City and not separated for Recycling to a Designated Disposal Facility for Disposal in accordance with Applicable Law and this Agreement.
- B. Compliance with Regulatory Requirements and Applicable Law.** The Franchisee is required to notify the City if one of Designated Disposal Facilities has their permit to accept Solid Waste revoked by the regulatory agency. Upon request, Franchisee shall provide copies of Facility permits, approvals, and/or notices of violations (obtained from the Designated Disposal Facility operator if necessary) to the City.
- C. Capacity.** Franchisee has secured sufficient Disposal Facility capacity commitment, including landfill Disposal site capacity commitment, to adequately serve the reasonably anticipated Solid Waste Disposal needs of the City and its Customers during the Term of this Agreement, including any extensions provided for herein. City reserves the right to review said Disposal capacity commitments. Prior to entering into any capacity commitment, Franchisee shall give prior written notice to the City concerning negotiations.
- D. Alternative Facility(ies).** If Franchisee receives notice from the landfill operator or otherwise expects, during the Term of this Agreement, to be prevented from delivering Solid Waste to a Designated Disposal Facility, Franchisee shall immediately notify in writing the City's Utilities Director, stating the reason(s) Franchisee is prevented, or expects to be prevented, from Disposing of Solid Waste in a Designated Disposal Facility. Franchisee shall in good faith expeditiously identify and evaluate alternative Disposal Facilities. An alternative Disposal Facility(ies) shall be arranged for and secured by Franchisee, after consultation with the City's Utilities Director. Franchisee shall provide City with adequate written notice prior to contracting for any alternate Disposal Facility.

In addition, the City reserves the right to direct the Solid Waste stream to any Disposal Facility or alternate location/site. Absent such direction by the City, nothing contained herein shall be construed to mean that the City has arranged for site selection or waste Disposal.

Section 12.5 (Excuse From Performance) does not relieve Franchisee from the good faith obligation to find and secure alternate Disposal Facilities. Absent a Section 12.5 event, Franchisee shall be responsible for any increased costs, including Transportation, with respect to the alternate Disposal Facility.

5.11.2 Processing and Disposal of Recyclable Materials

A. General

Franchisee shall Transport all Collected Recyclable Materials to the Approved Recyclable Materials Processing Facility, and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section. The Approved Facilities shall comply with the following requirements.

B. Status of Approved Recyclable Materials Processing Facility

Any Processing Facility used by Franchisee must be designed and constructed in accordance with all Applicable Law (CEQA, California Code of Regulations, etc.). The Processing Facility must have all permits from Federal, State, regional, County, and City agencies necessary for it to operate as a Material Recovery Facility and must be in full regulatory compliance with all such permits. The Approved Recyclable Materials Processing Facility must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Recyclable Materials delivered to it by, or on behalf of, the City for the Term of this Agreement. Franchisee shall immediately notify City of any notice of breach or default received from Approved Recyclable Materials Processing. Franchisee shall, directly or through similar obligations in its subcontract(s) with Facility operators, keep active all existing permits and approvals necessary for use of the Approved Processing Facility in compliance with regulatory requirements and Applicable Law. Upon request, Franchisee shall provide copies of Facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City.

C. Alternative Processing Facility

If Franchisee becomes unable to deliver the City's Recyclable Materials to the Approved Processing Facility due to causes within its control and which could have been avoided by the exercise of due care, the Franchisee shall arrange for it to be accepted at another Processing Facility, in which case Franchisee shall pay for any increased Transportation costs, any differences in the fees charged at such Processing Facility, and the fees then in effect under this Agreement.

If Franchisee's inability to deliver the City's Recyclable Materials to the Approved Recyclable Materials Processing Facility is not due to causes within its control or which could have been avoided by the exercise of due care, then Franchisee shall propose alternative Processing Facilities including all related costs to the City and City shall select the alternative to be used. Within forty-eight (48) hours of an emergency or sudden and unforeseen closure at the Approved Recyclable Materials Processing Facility, the Franchisee shall provide a written description of the reasons the use of the Approved Facility is not feasible, and the period of time Franchisee proposes to use an alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed Alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City. The City may, in its sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed Alternative Processing Facility. If the City disapproves the use of the proposed Alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

D. Disposition of Unauthorized Waste

Franchisee shall ensure that procedures to identify and reject materials delivered to the Approved Recyclable Materials Processing Facility which are Hazardous Waste, Excluded Waste, or which otherwise may not be legally accepted at the Approved Recyclable Materials Processing under their permits, are in place. Franchisee may, in the course of implementing such procedures, refuse to accept Recyclable Materials deposited from a Generator if they constitute Hazardous Waste, or otherwise may not be legally accepted at the Approved Recyclable Materials Processing Facility, and Franchisee shall be solely responsible of the materials which are accepted. If Franchisee discovers Hazardous Waste, or other material which may not be legally accepted, among materials which it has accepted, it shall Dispose of such waste at its own expense. Franchisee may pursue all legal rights and remedies it may have against the Waste Generator(s) of such Solid Waste if the Waste Generator(s) can be identified.

E. Subcontracting

Franchisee shall not engage any Subcontractors for Collection, Transportation, Diversion, or Processing of Recyclable Materials without the prior written consent of City. Franchisee must obtain written agreements with Processing Subcontractors to guarantee capacity to Process Discarded Materials. If the Franchisee plans to engage other Affiliated or Related Party Entities in the provision of services, Franchisee shall provide City with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the scope, quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be reviewed and approved by the City's Risk Manager prior to City acceptance. Franchisee shall require that all Subcontractors file insurance certificates with the City, name City as an additional insured, and comply with all material Terms of this Agreement.

F. Disposal

Franchisee shall ensure that the Residue from a Generator's Recyclable Materials, delivered to the Approved Recyclable Materials Processing Facility by the Franchisee, are Disposed of at the Approved Disposal Facility in full regulatory compliance.

5.11.3 Processing and Disposal of Organic Materials

A. General

Franchisee shall Transport all Organic Materials Collected to the Approved Organic Materials Processing Facility. Franchisee's Approved Organic Materials Processing Facility shall be a Facility that Processes Single-Family, Multi-Family, and Commercial Source-Separated Organic Materials to recover Organic Waste.

B. Status of Approved Organic Materials Processing Facility

The Approved Organic Materials Processing Facilities used by Franchisee must be designed and constructed in accordance with all Applicable Laws (e.g., CEQA, California Code of Regulations, etc.). The Facility must have all permits from Federal, State, regional, County and City agencies necessary for it to operate as a Food and/ or Green Waste Facility and must be in full regulatory compliance with all such permits. Franchisee shall, keep active all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facilities in full regulatory compliance. Upon request, Franchisee shall provide copies of Facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor, if necessary) to the City Manager.

The Approved Organic Materials Processing Facilities must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Organic Materials delivered to it by, or on behalf of, the City for the Term of this Agreement. Franchisee shall immediately notify City of any notice of breach or default received from Approved Organic Materials Processing Facilities.

C. Alternative Processing Facility

If Franchisee becomes unable to deliver the City's Organic Materials to an Approved Organic Materials Processing Facility due to causes within its control or which could have been avoided by the exercise of due care, the Franchisee shall arrange for it to be accepted at another Processing Facility, provided that the Franchisee provides written notice to the City, in which case Franchisee shall pay for any increased Transportation costs, any differences in the fees charged at such alternative Processing Facility and the fees then in effect under this Agreement. If Franchisee's inability to deliver the City's Organic Materials to the Approved Organic Materials Processing Facility is not due to causes within its control or which could have been avoided by the exercise of due care, then Franchisee shall propose alternative Processing Facilities including all related costs and City shall select the alternative to be used. In the event of an emergency or sudden unforeseen closure of the Approved Organic Materials Processing Facility, Contract shall, within forty-eight (48) hours of the emergency or sudden and unforeseen closure, provide a written description of the reasons the use of the Approved Facility is not feasible, and the period of time Franchisee proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed Alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City. The City may in its sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed Alternative Processing Facility. If the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

D. Disposition of Unauthorized Waste

Franchisee shall ensure that procedures to identify and reject materials delivered to the Approved Organic Materials Processing Facility which are Excluded Waste, Hazardous Waste, or which otherwise may not be legally accepted at the Approved Organic Materials Processing Facility under their permits, are in place. Franchisee may, in the course of implementing such procedures, refuse to accept Organic Materials deposited from a Generator if they constitute Hazardous Waste, or otherwise may not be legally accepted at the Approved Organic Material Processing Facility, and Franchisee shall be solely responsible of the materials which are accepted. If Franchisee discovers Hazardous Waste, or other material which may not be legally accepted, among materials which it has accepted, it shall Dispose of such waste at its own expense. Franchisee may pursue all legal rights and remedies it may have against the Generator(s) of such Solid Waste if the Generator(s) can be identified.

E. Subcontracting

Franchisee shall not engage any Subcontractors for Collection, Transportation, or Processing of Organic Materials without the prior written consent of City. Franchisee must obtain written agreements with Processing Subcontractors to Facilities' capacity to Process Discarded Materials. If the Franchisee plans to engage other Affiliated or Related Party Entities in the provision of services, Franchisee shall provide City with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the scope, quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be

reviewed and approved by the City Manager prior to City acceptance. Franchisee shall require that all Subcontractors file insurance certificates with the City, name City as an additional insured, and comply with all material terms of this Agreement.

F. Disposal

Franchisee shall ensure that the Residue from the Organic Materials Collected in the City and delivered to the Approved Organic Materials Processing Facility by the Franchisee are Disposed of at the Approved Disposal Facility.

5.12 Generator Waivers

5.12.1 General

The City or its designee may grant waivers described in this Section to Commercial or Multi-Family Generators that impact the scope of Franchisee's provision of service for those Customers; provided, the Generator shall continue to subscribe with Franchisee for Franchised Collection services to the extent such services are not waived by the City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

5.12.2 Generator Waiver Types

A. De Minimis Waivers. The City or its designee may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source-Separated Recyclable Materials and/or Organic Materials Collection requirements set forth in this Agreement, SB 1383 Regulations, and the City's Municipal Code, all as may be amended from time to time, if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the City has evidence demonstrating one of the following de minimis conditions:

1. The Multi-Family's or Commercial Business' total Solid Waste Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection comprises less than twenty (20) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste; or
2. The Multi-Family's or Commercial Business' total Solid Waste Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection comprises less than ten (10) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste.

B. Space Constraint Waivers. The City or its designee may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source-Separated Recyclable Materials and/or Organic Materials Collection service requirements set forth in this Agreement, SB 1383 Regulations, and the City's Municipal Code, in the event that the Generator qualifies for a space constraint waiver under the City's Municipal Code.

5.12.3 Waiver Requests

Generators may submit requests for de minimis waivers and physical space waivers to the City or its designee. If a Generator submits a request for a waiver to the Franchisee, the Franchisee shall refer the Generator to the City or its designee. Upon request of the City, the Franchisee shall support the City in the waiver review process by providing requested Customer information. If the City or its designee grants a waiver to a Generator, the City shall notify the Franchisee and Franchisee shall update the Customer's information and Service Level in accordance with record-keeping and reporting requirements presented in Article 7 (Other Services: Billing, Reporting, Record-Keeping, and Public Education).

5.13 Procurement of Recovered Organic Waste Products

5.13.1 Compost Give-Away Events and City Use

Franchisee shall make available for distribution an annual total of at least one hundred (100) cubic yards of Compost, or other mutually agreed upon amount, at two (2) public events held within the City or for other City use. The location, date, and time of such events shall be determined by the City, with adequate notice to the Franchisee, and may be held in conjunction with other City-approved events. Franchisee shall deliver the Compost to the agreed-upon event location at no cost to City. Franchisee shall provide at least one (1) attendant for at least six (6) hours per event.

5.13.2 Compost and/or Mulch Procurement Credit for City

In the event a public compost or mulch give-away event is held at the Designated Processing Facility, and to the extent that such distribution qualifies for City's procurement credit under SB 1383, the City shall be allocated its proportional share of such qualified procurement based on the inbound Tonnage of Organic Materials Collected by Franchisee from City divided by the total inbound Tonnage of the Approved Organic Materials Processing Facility to which Franchisee delivered such City Tonnage during the applicable measurement period.

5.14 Marketing and Sale of Recyclable Materials

Franchisee shall be responsible of the marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Revenues from the sales of these materials shall be applied to the cost of service under the Agreement to reduce Franchisee's compensation. Franchisee shall sell all Recyclable Materials Collected pursuant to this Agreement at not less than fair market value as described in Article 9, Service Rates and Review.

5.15 Hazardous Waste Handling and Disposal

If the Franchisee determines that Discarded Materials placed in any Container for Collection are Excluded Waste, or other Solid Waste that may not be legally Disposed of at the designated Disposal or Processing site or presents a hazard to the Franchisee's employees, the Franchisee shall have the right to refuse to accept such Discarded Materials. The Franchisee will contact the Waste Generator and request that the Waste Generator arrange for proper Disposal.

If the Waste Generator cannot be reached immediately, the Franchisee shall, prior to leaving the Premises, leave a tag at least two inches by six inches indicating the reason for refusing to Collect the Discarded Materials, in which case, a copy of the tag, along with the address of the Premises (and the name of the Waste Generator, if known) shall be delivered to the City on the following Business Day.

If the Excluded Waste, or other unauthorized waste is Collected before its presence is detected by Franchisee, and if the Waste Generator cannot be identified or fails to remove the Discarded Materials after being requested to do so, the Franchisee shall arrange for its legal Disposal. The Franchisee shall make a good faith effort to recover the cost of Disposal of such waste from the Waste Generator, and the costs of this effort, as well as the cost of Disposal shall be chargeable to the Waste Generator. Provided the failure to detect the Excluded Waste, or other unauthorized wastes prior to Collection and/or their delivery to the designated Disposal or Processing site is not due to the negligence of the Franchisee or its employees or due to failure of the Franchisee to have an adequate in place inspection program, the Franchisee shall be entitled to include the costs incurred under this paragraph as an operating expense for purposes of rate setting.

ARTICLE 6.
COLLECTION SERVICE AND DIVERSION STANDARDS

6.1 Operations

6.1.1 Schedules

Franchisee shall provide Collection of Solid Waste, Recyclable Materials, and Organic Materials for all Customers not less than once each week, and Collection for all three streams of Discarded Materials shall take place on the same day of the week for any given Customer. Collection time shall follow the requirements set forth in Chapter 9 of the City's Municipal Code, as may be amended from time to time. When the regularly scheduled Collection day falls on a Holiday, Collection shall take place on the following regularly scheduled Collection day. The Franchisee will notify Customers of Holiday Collection schedules. Franchisee will promptly resolve any complaints of noise to the satisfaction of the City Manager or the City Manager's designee. In the event the Franchisee misses the Collection of set out of Discarded Materials, the Franchisee shall Collect the missed pickups within one (1) Business Day of notification.

6.1.2 Vehicles

- A. General.** Franchisee shall keep a fleet of Collection trucks sufficient in number and capacity to efficiently perform the work required in the Agreement in strict accordance with the terms of this Agreement. Franchisee shall provide a detailed description concerning the number and type of vehicles necessary for performance. Franchisee shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle (i.e., rear loader, front loader, and roll-off) used to respond to complaints and emergencies. The fleet shall be maintained according to the requirements of Municipal Code 8.04.030.
- B. Specifications.** All vehicles used by Franchisee in providing Collection of Discarded Materials shall comply with all Federal, State, and local requirements for such vehicles as they now exist or may be amended in the future; and be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.
- C. Condition.**
1. Franchisee shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times.
 2. Franchisee shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly and represent a safety hazard shall be taken out of service until they are repaired and do operate properly and safely. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Franchisee shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.

3. Franchisee shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Franchisee shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

D. Vehicle Identification. Each truck shall display in a prominent place a sign as required in Municipal Code 8.04.090.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Franchisee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local vehicle weight restrictions.

F. Renewable Natural Gas (RNG) Vehicles Under this Agreement, Franchisee shall make a best effort for all Collection Vehicles to be powered by SB 1383-compliant RNG generated by a local facility or powered by SB 1383-compliant RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Organic Waste that has been Diverted from a Landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by Title 14 of CCR to recover Organic Waste and meets the requirements of 14 CCR Section 18993.1(h). Upon the City's request, Franchisee shall obtain and provide the City with a written certification by an authorized representative of the publicly owned treatment works or the wheeling agreement under which Franchisee purchased SB 1383-compliant RNG certifying that the in-vessel digestion Facility produces the SB 1383-compliant RNG consistent with the requirements of 14 CCR Section 18993.1(h). Franchisee shall maintain records of the amount of SB 1383-compliant RNG purchased and shall report this information in accordance with Article 7. Franchisee shall agree to the City the right to report this SB 1383-compliant RNG usage toward the City's fulfillment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

6.1.3 Collection Containers

A. General.

1. Franchisee shall supply all Generators with Containers for Collection of Solid Waste, Recyclable Materials, and Organic Materials, in accordance with this Section. Franchisee shall use the Franchisee-provided Collection Containers that are currently located at Customers' Premises, if applicable. If Customer is currently utilizing Collection Containers that were not provided by the Franchisee, Franchisee shall provide Containers from current inventory.
2. Franchisee shall provide Customers (including Single-Family, Multi-Family, Commercial, and City facility Customers) with new Collection Containers as requested by the Customer to meet its desired Service Level within five (5) Working Days of Franchisee's first receipt of the Customer request.

3. On and after the Effective Date, any new Containers provided by the Franchisee shall comply with the Container standards set forth in this Section. All Containers shall display the Franchisee's name, logo, telephone number, website, capacity (yards or gallons), and some identifying inventory or serial number.
4. If an existing Container breaks or is otherwise rendered non-functional on or after Effective Date the Franchisee shall replace the non-functional Container with a Container that complies with the color requirements of this Section. Notwithstanding this Section, the Franchisee is not required to replace functional Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.
5. Not more than once per Calendar Year, any Customer with Cart service may request up to one (1) Cart replacement at no charge to the Customer or the City. Franchisee shall replace the Cart within five (5) Working Days and remove the old cart from the Premises.

B. Container Types and Sizes

1. **Single-Family Containers.** Franchisee shall supply each Single-Family Dwelling Unit with one (1) Solid Waste Container, one (1) Recyclable Materials Container, and one (1) Organic Materials Container, each in a size consistent with the City-approved Collection program Container size options.
2. **Multi-Family Containers.** Franchisee shall supply each Multi-Family complex with the appropriate number and type of Solid Waste, Recyclable Materials, and Organic Materials Containers to adequately service the needs of the complex. Franchisee agrees to provide additional appropriate Containers, as required.
3. **Commercial Containers.** Franchisee shall furnish to all Commercial Customers appropriate Containers to Collect Solid Waste, Recyclable Materials, and Organic Materials at Commercial Premises. Containers with a capacity of one (1) cubic yard or more shall be available in standard sizes. The kind, size, and number of Containers furnished to particular Customers shall be as determined mutually by the Customer and Franchisee. Containers which are front-loading Bins shall have lids.

Notwithstanding this Section, Franchisee shall not be required to provide Recyclable Materials Container(s) to a Commercial Customer that is exempted from Recyclable Materials services by the City or has demonstrated to the City that it is Diverting Recyclable Materials through another City-approved method, for the duration of the approved exemption. Similarly, Franchisee shall not be required to provide Organic Materials Container(s) to a Commercial Customer that is exempted from Organic Materials services by the City or has demonstrated to the City that it is Diverting Organic Materials through another City-approved method, for the duration of the approved exemption.

4. **Other Solid Waste Containers.** Franchisee shall not be obligated to provide Customers with Compactor units, but will be obligated to charge the rates set by the City for the Collection of compacted Solid Waste.

C. Container Colors. Container colors shall be as follows:

1. Solid Waste Cart lids shall be black/grey. Solid Waste Bin, Compactor, and Franchise Roll-Off lids or bodies shall be black/grey.

2. Recyclable Materials Cart lids shall be blue. Recyclable Materials Bin, Compactor, and Franchise Roll-Off lids or bodies shall be blue.
3. Organic Materials Cart lids shall be green. Organic Materials Bin, Compactor, and Franchise Roll-Off lids or bodies shall be green.

No later than December 31, 2035, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

D. Container Labels

Containers for Solid Waste shall be identified as for Solid Waste only and clearly labeled in accordance with this Section. Containers for Recyclable Materials shall be identified as for Recyclable Materials only and clearly labeled in accordance with this Section. Containers for Organic Materials shall be identified as for Organic Materials only and clearly labeled in accordance with this Section.

1. **Labels on Existing Containers or Lids.** Franchisee shall ensure a label has been provided to Customer on the body or lid of each existing Container, and that such label includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container.
2. **Imprinted or In-Mold Labels for New Containers or New Lids.** On or before Effective Date, Franchisee shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Franchisee shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to City for approval.

E. Containers with Capacity of One Cubic Yard or More. All Containers with a capacity of one (1) cubic yard or more shall meet applicable regulations for Bin safety, shall be maintained in good repair with neatly and uniformly painted surfaces, and shall prominently display the name and telephone number of Franchisee. Additionally, one-cubic-yard or larger Bins in the public right-of-way shall have reflectorized markings. Bins shall be clearly marked and identified as belonging to Franchisee.

F. Replacement of Damaged or Broken Containers. City and Franchisee acknowledge that, from time to time, a Customer may damage or destroy a Container. City and Franchisee also acknowledge that, from time to time, Containers may be stolen from the curb or damaged due to normal use. When notified of such occurrence, Franchisee shall replace the Container, at no charge to the Customer or City, pursuant to the guidelines established by the Franchisee and approved by the City. Each Customer shall be responsible for excess damage to any such Containers not caused by Franchisee. Replacement of a broken Container does not count towards the Customer's free Container replacement described in Section 6.1.3.A.5.

G. City Purchase of Containers. Upon expiration or early termination default of Agreement, City may purchase all Containers put into service at Customer Premises during the Term of the Agreement, and said Containers shall become property of the City at a value negotiated with the City, factoring the depreciation and scrap value. All Containers and Compactors purchased and put into service at Customer Premises during the Term of the Agreement that have not been fully depreciated shall be available to the City, at the City's option, at a cost reflecting the net book value, plus scrap.

6.1.4 Spillage and Litter Abatement

Franchisee shall use due care to prevent Discarded Materials, equipment oil, hydraulic fluids, or any other liquid from being spilled or scattered during the course of Collection or Transportation process. If any Discarded Materials or fluids are spilled during Collection, Franchisee shall clean up all spilled materials promptly. Each Collection vehicle shall carry a broom and shovel at all times for this purpose. Franchisee shall notify the City of such spillage. Should Discarded Materials, equipment oil, hydraulic fluids, or any other liquid exist prior to Franchisee collection, the customer shall be notified and potentially not serviced if the spillage was not the fault of the Franchisee.

6.1.5 Personnel

- A. General.** Franchisee shall furnish such qualified drivers, mechanical, supervisory, clerical, and other personnel as may be necessary to provide services required by this Agreement in a safe and efficient manner.

If Franchisee needs to provide additional personnel, Franchisee shall be responsible for all costs related to provision of such additional personnel. Franchisee may only reduce the number and type of personnel required with prior approval of City. If quality of service declines following such reduction in type and number of personnel, the City, at its discretion, may require the Franchisee to increase the number and type of personnel utilized, at no additional cost to the City.

- B. Identification.** Franchisee shall ensure that while on duty each Collection worker wears a clean uniform with conspicuous insignia displaying Franchisee's company name and the worker's name or identification number.
- C. Fees and Gratuities.** Franchisee shall not, nor shall it permit any agent, employee, or Subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for any services performed under this Agreement, except as provided in Article 9, Service Rates and Review.
- D. Training.** All drivers shall be trained and qualified in the operation of vehicles they operate, and must possess a valid license of the appropriate class, issued by the California Department of Motor Vehicles.

Franchisee shall provide adequate operations, health and safety, and Hazardous Waste identification and handling training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

- E. Customer Courtesy.** Franchisee shall train its employees in customer courtesy; shall prohibit the use of loud or profane language; and shall instruct Collection crews to perform the work quietly. Franchisee shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Franchisee shall take all necessary corrective measures. If City has notified Franchisee of a Complaint related to a discourteous or improper behavior, Franchisee will reassign the employee to duties not entailing contact with the public while Franchisee is pursuing its investigation and corrective action process. Such behavior will be penalized in accordance with the Liquidated Damages Section of this Agreement.

6.2 Refusal to Provide Collection Services

6.2.1 Contamination

Franchisee must offer the Customer the correct combination of Cart and Bin sizes and collection frequency beyond the minimum bundled service requirements as necessary, that matches their unique service needs to reduce contamination of Recyclable Materials and Organic Materials. To support the City's diversion goals, the Franchisee is only required to collect and process Recyclable Materials if they have been separated by the Customer from the Solid Waste and Organic Materials Containers, and will only be required to collect Organic Materials if it has been Source Separated by the Customer from Solid Waste and Recyclable Materials Containers.

If the Franchisee observes twenty percent (20%) or more of Prohibited Container Contaminants, the Container shall be considered contaminated. For the first and second occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Materials), Franchisee may refuse to Collect Recyclable Materials and Organic Materials Containers for Customers who fail to properly sort and set out Recyclable Materials and Organic Materials. The Franchisee must affix a Contamination Violation Notice, subject to City's approval, to the contaminated Container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Materials. Upon request from the Customer, Franchisee shall Collect Containers that received Customer Notices specifying non-Collection within one (1) Working Day of Customer's request. Upon rectification from the Customer, Franchisee must Collect the Recyclable Materials or Organic Materials and Transport the material to the appropriate Approved Facility for Processing. If the Container is still contaminated during the rescheduled Collection, the Discarded Materials will be serviced as Solid Waste, provided that the contaminants may safely and lawfully be Collected as Solid Waste. Franchisee shall Collect contents of the Discarded Materials Container at no charge to the Customer or the City for the first and second occurrences within a Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Materials) and must notify the Customer by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the third and subsequent incidents of excess contamination, the Customer may be charged a contamination fee for the missed pickup.

The Franchisee must also contact the Customer by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Materials. Franchisee must provide (or have provided) digital/photographic documentation to the Customer that clearly documents the Customer's on-going contamination problems and written notices of contamination as described above. After receiving approval from the City, the Franchisee may increase the Container size or collection frequency for the Customer. Franchisee shall report quarterly to City any warning notices issued and documentation, in accordance with record-keeping and reporting requirements presented in Article 7.

6.2.2 Overage

If a Generator is found to habitually overflow their Collection Container(s), i.e., lid will not close, and/or material not contained within Container, Franchisee shall provide the Customer with the correct combination of Collection Containers and collection frequency that matches the Customer's unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste, Recyclable Materials, and Organic Materials. City and Franchisee agree that overflow of Discarded Materials that is not properly in the Customer's Collection Containers negatively impacts public health and safety. Franchisee or designee has also agreed to conduct recycling audits and provide outreach and support to Customers receiving the correct service level.

6.2.3 City Actions Upon Identification of Prohibited Container Contaminants.

The City or its designee shall perform SB 1383 activities required for the identification of Prohibited Container Contaminants which include, but are not limited to, record-keeping, provision of educational notices, and reporting.

6.3 Customer Service

6.3.1 Office

Office hours shall be, at a minimum, from 8:00 AM. To 5:00 P.M., Monday through Friday, exclusive of Holidays. A responsible and qualified representative of the Franchisee shall be available during office hours for communication with the public. Telephone numbers shall either be a local or a toll free call to residents and businesses of the City. Franchisee’s telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Franchisee shall also maintain a local or toll free telephone number for use during other than normal business hours. Franchisee shall have a representative, answering or message providing/receiving (voicemail) service available at said after hours telephone number.

6.3.2 Service Complaint Documentation

All service Complaints related to Collection of Discarded Materials shall be directed to Franchisee. Daily logs of Complaints concerning Collection of Discarded Materials shall be retained for a minimum of twenty-four (24) months and details shall be provided within the Franchisee’s Quarterly Reports submitted to the City. The log shall include the date and time the Complaint was received, name, address, and telephone number of complainant to the extent that such information is provided by complainant, description of Complaint, employee recording Complaint and the action taken by Franchisee to respond to and remedy Complaint. All Complaints received shall be responded to within twenty-four (24) working hours of receipt.

All Customer service records and logs kept by Franchisee shall be available at all times during this Agreement to City upon twenty-four (24) hour notice and at no cost to City. City shall, at any time during regular Franchisee business hours, have access to Franchisee’s Customer service department for purposes of monitoring the quality of Customer service or researching Customer Complaints assessing Liquidated Damages or other matters related to Franchisee’s performance under this Agreement.

6.3.3 Resolution of Customer Complaints

Franchisee shall notify Customers of this Complaint procedure at the time Customers apply for or are provided service, and subsequently, annually.

A Customer dissatisfied with Franchisee’s decision regarding a Complaint may ask the City to review the Complaint. The City’s Utilities Director shall determine if the Customer’s Complaint is justified, and if so, what remedy, if any shall be provided. The remedy under this Section shall be limited to a rebate of Customer charges related to the period of breach of any of the Terms of this Agreement. Any resolution of these Customer Complaints shall not affect the City’s rights to Liquidated Damages.

6.3.4 Government Liaison

Franchisee shall designate in writing a “Government Liaison” who shall be responsible for working with the City Manager, Utilities Director, and/or one of their designated representatives to resolve Customer Complaints.

6.4 Diversions Standards

6.4.1 Warranties and Representations.

Franchisee warrants that it is aware of and familiar with City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion, and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that Franchisee will do so without imposing any costs or fees other than those set forth in Exhibit A (Annual Rate Adjustment Methodology). Franchisee hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by undertaking the actions set forth in this section.

6.4.2 Franchisee Required Actions.

Franchisee shall take all of the following actions to assist the City in meeting, on an annual basis, Diversion Compliance:

1. Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for processing and Diversion.
2. Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Organic Materials to the Organic Waste Processing Facility for processing and Diversion.
3. Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.
4. Franchisee must take all commercially reasonable and lawful actions to maximize Diversion of materials from landfills.
5. Franchisee must develop and provide sufficient accurate information and data as necessary to ensure that Franchisee and City annually demonstrate Diversion Compliance to CalRecycle.
6. Franchisee must implement public education and outreach programs as required in this Agreement.

6.4.3 Failure of Recyclables Market.

Notwithstanding any other provision of this Agreement to the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific type of Recyclable Materials, or with written notice to City, Franchisee is unable to identify a market for one or more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

6.4.4 Failure to Meet Franchised Diversion Rate.

If CalRecycle determines that City has failed to meet the Diversion Compliance due to Franchisee's failure to undertake the actions described in this Section, Franchisee must prepare, at Franchisee's cost and expense, and submit a corrective action plan to City sufficient to demonstrate good faith efforts by City to comply with Diversion Compliance and that is otherwise acceptable to CalRecycle. Franchisee's corrective action plan must specify all actions Franchisee will take to ensure it will meet Diversion Compliance Rates in the future and shall be subject to the review and approval by the City. Franchisee must implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure to meet Diversion Compliance was due to a Change in Law or due to the negligent acts or omissions of the City. If Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved corrective action plan, it shall subject Franchisee to Liquidated Damages as allowed under Article 12 in addition to any other remedies available to the City.

6.5 Periodic Performance or Billing Audit

The City shall have the right to periodically, not less than annually, request a performance audit or billing audit be completed by the Franchisee, the City, or an independent third party. The City shall be entitled to select the type of consultant that it deems qualified to conduct said audits. The cost of such audits will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.5 (Financial Material Errors, Omissions, or Irregularities).

6.6 Performance Hearing

- A.** The City maintains the right to hold a public hearing at any time, not more than once each year, at which the Franchisee shall be present and shall participate, to review Franchisees services and performance. The purpose of the hearing shall be, in part, to provide for a discussion and review of technological, economic, and regulatory changes and quality of service provided to date. The goal of the performance hearing is to strive for an ever-advancing Discarded Materials management system, and to ensure services are provided with adequate quality, efficiency, and economy.

Sixty (60) days after receiving notice from City of a performance review hearing, Franchisee shall, at a minimum, submit a report to City indicating the following:

1. Changes recommended and/or new services to improve City’s ability to meet the goals of AB 939, SB 1383, and other Applicable Laws, and to contain costs and minimize impacts on rates; and
 2. Any specific plans for provision of changed or new services by Franchisee.
- B.** The reports required by this Agreement regarding Customer Complaints shall be used as one basis for review. Franchisee may submit other relevant performance information and reports for consideration. City may request Franchisee submit specific information for the hearing. In addition, any Customer may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.
- C.** Topics for discussion and review at the performance review hearing shall include, but shall not be limited to, quality and adequacy of services provided, feasibility of providing new services, application of new technologies, Customer Complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding SB 1383 and AB 939’s goals, regulatory constraints, and Franchisee performance. City and Franchisee may each select additional topics for discussion at any performance review hearing.
- D.** Not later than sixty (60) days after the conclusion of each performance review hearing, City may issue a report. As a result of the review, City may request Franchisee to provide expanded or new services. Franchisee shall present, within thirty (30) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:
1. Collection methodology to be employed (equipment, workforce, etc.).
 2. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
 3. Labor requirements (number of employees by classification).
 4. Type of Containers to be utilized.
 5. Provision for program publicity/education/marketing.
 6. A projection of the financial results of the program’s operations for the remaining Term of the Agreement in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
 7. Facility to be utilized.

ARTICLE 7.
OTHER SERVICES: BILLING, REPORTING, RECORD-KEEPING,
AND PUBLIC EDUCATION

7.1 Billing

By resolution of the City Council, the City shall establish an integrated rate for Solid Waste, Recyclable Materials, and Organic Materials Collection services. Franchisee shall bill and collect these rates. Franchisee billing format and billing frequency shall be subject to approval of the City, and City shall have the right to revise the billing format to itemize certain charges.

The City may also direct Franchisee to insert mailers relating to Franchisee provided service with the Billings at no additional cost to the City. The mailers must fit in standard envelopes and not increase the required postage. The City will provide not less than thirty (30) days' notice to Franchisee prior to the mailing date of any proposed mailing to permit Franchisee to make appropriate arrangements for inclusion of City materials.

Franchisee shall maintain copies of said Billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by the City, or for such longer term as the City directs. Franchisee may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records cannot be altered, and can be preserved and retrieved for inspection and verification in a timely manner. Franchisee shall, in addition, provide an adequate backup system for billing records, regardless of the form in which the records are maintained. Any such backup system shall be subject to approval by the City.

7.2 Owner Responsible for Payment

The Owner of Occupied developed property shall be responsible and liable for paying the fees for Collection and Disposal of Discarded Materials for that property, although the franchisee will bill a tenant if requested by the owner.

7.3 Collection of Bills from Delinquent Customers

Bills shall be considered delinquent if not paid within thirty (30) days of the date due. Franchisee reserves its right to and may take such action as is legally available to Franchisee, to collect or cause collection of past due invoice amounts; provided, however, that the Franchisee shall not discontinue Solid Waste Collection to any Customer. If such past due invoice amounts are more than sixty (60) days delinquent, the Franchisee may (a) discontinue Recyclable Material or Organic Material Collection and/or (b) downsize the Customer's Service Level for Solid Waste Collection, until payment is made. Franchisee is solely responsible for collecting all delinquent charges and the City shall not be responsible for paying Franchisee for said delinquent charges.

Every five (5) years, or when the rolling total of delinquent fees equals \$50,000, whichever comes first, the Franchisee may take actions pursuant to Chapter 8.04 of the Municipal Code to collect on delinquent solid waste accounts.

7.4 Customer Assistance Program at Franchisee's Good Will

In exchange for the good will of the City and the general public, Franchisee voluntarily agrees to offer a low-income discount for Collection to eligible, low income Customers (the "Discount") and that the Discount shall neither impact the service rates nor be otherwise paid for or subsidized by any other Customer, City, or rate payer. Franchisee shall make the Discount available to any person enrolled in 19, 32, or 64 gallon trash service who demonstrates through appropriate documentation that they are eligible to receive the Discount using the City's existing methodology for utility services, as amended from time to time.

Franchisee shall provide all current Customers with information explaining how to qualify for and receive the Discount. Franchisee shall thereafter advertise the availability of the Discount on its website throughout the Term of this Agreement and at least once per year by direct notice to all Customers. The Discount shall be no less than twenty (20) percent of the Collection rate.

7.5 Records

- A.** Franchisee shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests of the City. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data and records shall be protected and an adequate backup system shall be provided for such data and records. The protection and backup systems shall be subject to approval by the City.
- B.** The following records shall be maintained for the City in form and detail satisfactory to the City, relating to:
1. Customer contact data, Customer services, and billing;
 2. Weight of Discarded Materials, especially as related to reducing and Diverting Solid Waste. Information is to be separated by kind of account (Single-Family, Multi-Family, and Commercial) and by type of material (e.g., Solid Waste, Recyclable Materials, Organic Materials, Bulky/Large Items);
 3. Results from special semi-annual clean-up events;
 4. Routes;
 5. Facilities, equipment, and personnel used;
 6. Facilities and equipment operations, maintenance, and repair;
 7. Processing and Disposal of Discarded Materials;
 8. Complaints; and
 9. Missed pick-ups.
- C.** Franchisee shall maintain records of Transfer, Diversion, and Disposal of all Discarded Materials Collected in the City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Franchisee discontinues providing Collection of Discarded Materials to City, Franchisee shall provide all records of Diversion and Disposal of all Discarded Materials Collected within the City to City within thirty (30) days of discontinuing service. Records shall be in chronological order and organized in a form readily and easily interpreted.
- D.** Records for other programs shall be tailored to specific needs. In general, they shall include:
1. Plans, tasks, and milestones; and
 2. Accomplishments in terms such as dates, activities conducted, quantities of products used, produced, or distributed, and numbers of participants and responses.

- E. Unless otherwise required in this Agreement, Franchisee shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Franchisee's records shall be stored in one central location, physical or electronic, that can be readily accessed by Franchisee. Upon request, any such records shall be retrieved in a timely manner, not to exceed ten (10) Working Days of a request by the City and made available to the City; including any record or documentation that the City, requires to fulfill obligations under Applicable Law, including but not limited to AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, and other current or future Federal, State, or local regulations, as amended.
- F. All financial records related to the services performed under this Agreement shall be separated from any and all other types of business and operations conducted by the Franchisee.

7.6 Waste Generation, Characterization Studies, and Container Audits

Franchisee acknowledges that the City must perform Discarded Materials generation and Disposal characterization studies periodically to comply with AB 939 requirements. Franchisee agrees to participate and cooperate with the City and its agents, at no cost to the City, to accomplish studies and data collection, and prepare reports, as needed, to determine weights and volumes of Discarded Materials and characterize Discarded Materials generated, Diverted, Disposed, transformed, or otherwise handled or Processed to satisfy AB 939 requirements.

7.7 Report Formats and Schedule

- A. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:
 - 1. Determine and set rates, and evaluate the financial efficacy of operations; and
 - 2. Evaluate past and expected progress towards achieving goals and objectives; and
 - 3. Determine needs for adjustment to programs; and
 - 4. Evaluate Customer service and Complaints.
- B. The City may at no cost to itself request that Franchisee provide such additional information in the reports set forth below as the City deems necessary or appropriate to meet its needs, including provision of information needed for the City's compliance with Applicable Law, including but not limited to AB 939, AB 1826, AB 341, and SB 1383 report information.
- C. Franchisee shall maintain records and reports in accordance with Article 7 and shall allow the City to audit and inspect records as described in Article 7.
- D. At the City's option, the City may require that Franchisee provide the City with the aggregate Tonnage data related to AB 901 reporting that the City needs for its SB 1383 reporting to the extent available to Franchisee, within five (5) Working Days of City's request.
- E. Failure of Franchisee to comply with the reporting requirements as set forth in this Section may result in an assessment of Liquidated Damages in accordance with the Liquidated Damages provision in Section 12.6 of this Agreement. Franchisee's repeated failure to submit reports, and/or failure to submit reports on time, may be deemed an event of default and may result in the termination of the Agreement at the discretion of the City Manager, in accordance with Article 12 of this Agreement.

7.8 Quarterly Reports

A. Timeline

Quarterly reports shall be submitted no later than 5:00 p.m. PT on the last day of the month following the end of Quarter in which the receipts are collected. Quarters end on March 31, June 30, September 30, and December 31. All reports shall be submitted to City electronically via e-mail, or by an alternative method mutually agreed upon by the City and Franchisee. The City reserves the right to require the Franchisee to maintain records and submit the reports required herein through use of a web-based software platform provided or designated by the City and/or through use of Microsoft Excel spreadsheet, at the Franchisee's expense.

B. Tonnage and Customer Subscription

The Franchisee must report, to the extent reasonably practicable, the number of unique SFD and MFD accounts serviced, the number of unique Commercial and MXD accounts serviced, number of Bulky/Large Items collected, tonnage of Garbage, Recyclable Materials, and Organic Materials collected and processed for diversion broken down by Container type, tonnage of Bulky/Large Items collected, and Residual amounts (where applicable) from Recycling and Organic Materials Diversion operations that are landfilled. Quantities should be broken down by SFD, MFD, MXD, and Commercial Collection Services. MXD properties must have tonnage assigned appropriately to Residential and Commercial generators.

C. Contamination Monitoring Report

The Franchisee shall submit the following information regarding Franchisee conducted contamination monitoring and issuance of Prohibited Container Contaminant Notices conducted pursuant to Section 6.2 (Refusal to Provide Collection Services):

1. Description of the Franchisee's Process for determining the level of contamination.
2. Summary report of Customer Notices issued which for each notice shall include the date of issuance, Customer name, and service address.
3. A record of each inspection and contamination incident, which shall include, at a minimum:
 - a. Name of the Customer,
 - b. Address of the Customer,
 - c. The date the contaminated Container was observed,
 - d. The staff who conducted the inspection,
 - e. The total number of violations found, and a description of what action was taken for each,
 - f. Copies of all notices issued to Generators with Prohibited Container Contaminants, and
 - g. Any photographic documentation or supporting evidence.
4. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

D. SB 1383 Non-Compliance Complaints

Franchisee shall maintain a record of all SB 1383 non-compliance Complaints as defined in 14 CCR Section 18995.3 and responses and submit the following information:

1. Total number of SB 1383 non-compliance Complaints received, and total number of SB 1383 non-compliance Complaints investigated
 2. Copies of documentation recorded for each SB 1383 non-compliance Complaint received, which shall at a minimum include the following information:
 - a. The SB 1383 non-compliance Complaint as received;
 - b. The name and contact information of the complainant, if the SB 1383 non-compliance Complaint is not submitted anonymously;
 - c. The identity of the alleged violator, if known;
 - d. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;
 - e. Any relevant photographic or documentary evidence submitted to support the allegations in the SB 1383 non-compliance Complaint; and
 - f. The identity of any witnesses, if known.
 3. Copies of all SB 1383 non-compliance Complaint reports submitted by Franchisee to the City.
 4. Copies of all investigation reports submitted to the City which shall include at minimum:
 - a. The SB 1383 non-compliance Complaint as received;
 - b. The date the Franchisee investigated the SB 1383 non-compliance Complaint;
 - c. Documentation of the findings of the investigation;
 - d. Any photographic or other evidence collected during the investigation; and
 - e. Franchisee's recommendation to the City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Franchisee's investigation.
- E.** Narrative summary of problems encountered, and actions taken, with recommendations for the City as appropriate.
- F.** The quarterly status of activities identified in the annual public education described in Section 7.16 (Public Education and Outreach).
- G.** Status report on applications for renewals of existing permits or any new permits which may be required to continue operations at the designated Disposal site within existing permitted areas.
- H.** Quantities each of Solid Waste, Recyclable Materials, and Organic Materials Collected, Diverted, and Disposed of, in Tons, during the semi-annual Residential clean-up weeks, if applicable.
- I.** For each new program, provide activity related and narrative reports on goals and milestone and accomplishments. Describe problems encountered, actions taken, and any recommendations to facilitate progress.

- J.** Provide a summary assessment of the overall program for the Collection of Discarded Materials from Franchisee's perspective relative to financial and physical status of program. The physical status is to relate to how well the program is operating for efficiency, economy, and effectiveness relative to meeting all the goals and objectives of this Agreement. Provide recommendations and plans to improve. Highlight significant accomplishments, problems, and proposed solutions.

7.9 Annual Reports and Financial Audit

7.9.1 Financial Audit.

Franchisee shall submit to the City annual audited financial statements prepared at Franchisee's expense by an independent Certified Public Accountant not later than 180 days following the expiration of the Franchisee's Fiscal Year. Pursuant to Exhibit A (Annual Rate Adjustment Methodology), at the time a rate application request is submitted to City, the financial forms contained in the rate application must be reconciled to the audited financial statements.

7.9.2 Annual Report.

In addition to the Quarterly reporting requirements, the Franchisee shall provide an Annual Report, covering the most recently completed Calendar Year, in accordance with the format and submittal requirements of this section. Annual reports shall be submitted no later than 5:00 p.m. PT on the last day of the month following the end of the calendar year. The Annual Report shall include the following:

A. Collection and Subscription Report

1. A summary of all data provided in the Quarterly Tonnage reports, including annual totals and averages.
2. The type(s) of Collection service(s) provided, a list of all hauler routes serviced, and a record of the SFD, MFD, MXD, and Commercial addresses served on each hauler route.
3. To the extent reasonably practicable, a summary of Customer subscription data, including the number of accounts; the total number of Generators enrolled with Franchisee for service, listed separately by Service Level and Container type, as well as separately by SFD, MFD, MXD, and Commercial Customers, and separately for each type of Discarded Material; and the number of Bulky/Large Item Collections performed.
4. A detailed list of SFD, MFD, MXD, and Commercial Customer information, including Solid Waste, Recyclable Materials, and Organic Materials Service Levels, Customer type, Customer Name, and Customer service addresses reflecting Customer Service Levels as of December 1 (for the year in which the report is submitted).

B. Compliance Monitoring and Enforcement Report

1. A summary of the total number of SB 1383 Regulatory non-compliance Complaints that were received and forwarded to the City or their designee.
2. The total number of Contamination Notices issued, categorized by type of Generator.
3. Copies of all Prohibited Container Contaminant Courtesy Pick-Up and Non-Collection Notices and educational materials issued to non-compliant Generators.

C. Public Education and Outreach Report

1. A copy of all education and outreach materials provided to Customers or otherwise used for education and outreach efforts in accordance with this Agreement, including but not limited to flyers, brochures, newsletters, invoice messaging/billing inserts, website postings, mobile applications, and social media postings.
2. A record of the date and to whom the information was disseminated or with whom direct contact was made, in the form of a list that includes: the Customer's name or account name, the type of education or outreach received, the distribution date, and the method of distribution.
3. For any mass distribution through mailings or bill inserts, the Franchisee shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
4. A copy of electronic media, including the date of posting, for social media posts, e-mail communications, and other electronic messages.
5. A summary of the status of the annual education of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
6. The annual public education required by Section 7.16 of the Agreement for the upcoming then-current calendar year. For example, Franchisee submittal of a 2024 annual report in January 2025 shall include Franchisee submittal of the annual public education planned for calendar year 2025.

7.10 Maintenance of Accounting Records

Franchisee shall maintain accounting records in accordance with generally accepted standards and principles of accounting. In its accounting records, Franchisee shall discreetly maintain and clearly identify all items of revenue and expense pertaining to the City's Franchised operations. Cost and revenue information for the City shall be segregated from other geographical areas served by Franchisee. Cost and revenue information for the City, in addition, shall be segregated from other business activities of the Franchisee. Separate detailed records shall be maintained by Franchisee with respect to all transactions with Affiliated entities that affect the cost and revenue of Franchisee in providing the Franchise Collection services.

7.11 Right to Audit Records

In addition to other reporting requirements in this Agreement, the City may review, test, and audit the books and records of the Franchisee or may engage a Certified Public Accountant for this purpose. The cost of such inspection or review will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8 (Financial Material Errors, Omissions, or Irregularities).

7.12 Inspection by City

The designated representatives of the City shall have the right to observe and review Franchisee operations and enter Franchisee's premises for the purpose of such observation and review at all reasonable hours with reasonable notice.

7.13 Regulatory Reporting

Franchisee shall promptly provide the City copies of each adverse report from, and each regulatory action from, local, State, and Federal regulatory agencies. In addition, Franchisee shall send copies to City of any reports that Franchisee submits to regulatory agencies with respect to performance of this Agreement.

Franchisee shall provide City promptly with copies of any notices and correspondence from other Facilities, including Disposal sites, utilized by Franchisee in performance of this Agreement, concerning any breach of agreement with such Facility or violation of regulations, including delivery of unauthorized wastes. Franchisee shall direct such Facilities to at all times simultaneously send copies of such notices and correspondence to City.

Franchisee shall promptly provide City with copies of any reports and correspondence concerning the status of permits with respect to Franchisee and such Disposal sites and Facilities referenced above.

7.14 Upon-Request Reporting.

City reserves the right to require Franchisee to provide additional reports or documents as City reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

7.15 Facility Capacity Planning Information.

To the extent such information is available to Franchisee, City may require Franchisee to provide City with information of available Organic Waste Processing capacity for any Approved Processing Facilities, where available capacity may include identification of monthly Tons of additional Organic Waste such Approved Facilities have the ability to receive within permitted limits. Franchisee shall respond to City within sixty (60) days of City's request for information regarding available new or expanded capacity, to the extent such information is available to Franchisee and, at City's option, may be required to submit reports on a more regular basis (such as monthly, quarterly, or annually). If Franchisee uses a Subcontractor to perform some or all of the Facility-related services required by this Agreement, Franchisee shall use commercially reasonable efforts to secure any City-requested Facility capacity planning information from its Subcontractor(s). The annual Facility capacity planning report shall comply with the following:

Include reports of current throughput and permitted capacity and available capacity for Organic Materials Processing for any Facility in the City that Processes Organic Materials. Existing capacity may include identification of monthly Tons of additional Source-Separated Recyclable Materials. Source-Separated Organic Materials, and/or Solid Waste capacity such Facility has the ability to receive within permitted limits.

Include description of potential new or expanded Processing capacity at those Facilities, operations, and activities for Processing of Organic Materials, including information about throughput and permitted capacity necessary for planning purposes.

Be submitted using a form or format approved by the City Manager.

7.16 Public Education and Outreach

7.16.1 Franchisee Cooperation and Support for City Educational Efforts.

Franchisee acknowledges and agrees that education and public awareness are critical, key, and essential elements of any efforts to achieve compliance with AB 939, SB 1383, and other Applicable Law. Accordingly, Franchisee agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse, and Recycle Solid Waste and to cooperate fully with City in this regard. Franchisee acknowledges that they are part of a multi-party effort to operate and educate the public about the regional integrated waste management system. Franchisee shall cooperate and coordinate with the City on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. The Franchisee shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of public education and outreach programs or campaigns conducted by the City.

7.16.2 Service Brochure

Franchisee shall prepare and keep current a service brochure acceptable to the City which summarizes Solid Waste regulations, all services provided by Franchisee, Collection and Disposal rates, telephone numbers, special Collection events, Collection schedules, Complaint procedures, and other pertinent information. Franchisee shall have copies of this flyer available at all times in Franchisee's office and on their website; shall mail copies to all new Customers; shall annually provide copies to all of its current Customers via email or written within their bill; and shall mail updated copies to all Customers as notification of changes in service or rates, prior to such changes.

7.16.3 Franchisee Supplemental Education Materials.

Franchisee shall perform all necessary public education activities related to the Recyclable Materials and Organic Materials Collection services as directed by the City. This shall include, but not be limited to, annual mailings to all Customers explaining the Recyclable Materials and Organic Materials Collection program, mailings prior to the start of services, flyers handed out with Container delivery and follow-up mailings or handouts related to the Collection of new materials or upon report of Contamination. Franchisee shall obtain approval from the City on all Franchisee-provided public education materials outside of the City's education plan, including but not limited to print, radio, television, internet media, Franchisee's website, or mobile application before publication, distribution, and/or release. The City shall have the right to request that Franchisee include identification and contact information for the City on public education materials, and approval of such requests shall not be unreasonably withheld.

7.16.4 Billing Inserts.

Franchisee shall maintain its own program of providing information relevant to billing and Collection services, issues, and needs with its bills. Franchisee shall also include in Customer bills additional information, including information on any and all programs, as directed by the City. Franchisee shall bear all labor costs with respect to inserting public education materials with the Billings. City shall bear any additional postage expense resulting from the City's inserts and shall bear other expenses related to the inserts to the extent said expenses are clearly in excess of the Franchisee's normal billing costs. All public education materials shall be approved in advance by the City. Franchisee shall be responsible for printing single-sheet, double-sided bill inserts at least annually. Inserts shall be provided in English and Spanish and printed on recycled paper. Franchisee shall provide electronic

bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Upon City request for such inserts, Franchisee shall comply with such request during its next billing cycle for the targeted Customer group. Franchisee shall perform this service with no additional requirement for compensation.

7.16.5 Annual Notice of Requirements.

Franchisee shall, not less than once per year, prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Franchisee to all Residential and Commercial mailing addresses, including individual MFDs and tenants of multi-tenant Commercial locations. Franchisee shall also make this notice available in an electronic format through the Franchisee's website.

7.16.6 Other Outreach.

At the direction of the City, Franchisee shall participate in and promote AB 939 activities, SB 1383 programs, and other Discarded Materials management and waste reduction techniques at community events and local activities. Such participation would include providing, without cost, educational and publicity information promoting the goals of the City's Discarded Materials Collection and Diversion programs.

7.17 Records Retention

Franchisee shall maintain the above records, reports, and data set forth in this Article for such time as City may direct. Franchisee agrees to make all such records, reports, and data available for inspection by City or City's authorized representatives, upon reasonable notice by City.

ARTICLE 8. PAYMENTS TO CITY

8.1 Quarterly Fees and Payment

The following quarterly fees and payments shall be due on the last day of the month following the end of each Quarter for which Collection was provided. Quarters end on March 31, June 30, September 30, and December 31. The Quarterly Fees shall be accompanied at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations the Franchisee used to determine the amount due and the basis for those calculations. If any fees are not paid on or before the last day of the month following the end of each Quarter for which Collection was provided, Franchisee shall pay to City a late payment penalty in an amount equal to one percent (1%) of the amount owing for that month. Franchisee shall pay an additional late payment penalty of one percent (1%) owing on any unpaid balance for each following thirty (30) day period the fee remains unpaid. Late payment penalty amounts shall not be included in any revenue requirement.

8.1.1 Franchise Fee

The City Council may establish and impose, by ordinance or resolution, fees or charges for benefits conferred, privileges granted, or services or products provided to the Franchisee, or for the City's reasonable regulatory costs, related to or involving Franchisee's responsibilities under this Agreement. The Franchisee shall pay to the City a Franchise Fee, AB 939 Fee, and other fees, as determined by the Parties or the City Council, to compensate the City for its solid waste-related costs, the impacts to City property, and the value of the Company's use of City property for solid waste related services. The fees are set forth in Exhibit A (Annual Rate Adjustment Methodology).

8.1.2 AB 939/SB 1383 Fee

Franchisee shall pay an AB 939/SB 1383 fee to the City quarterly. The City shall retain the sole right to set priorities for the use of its AB 939/SB 1383 fee. In addition, if the City's designee implements an AB 939, SB 1383, or Solid Waste Management fee, Franchisee shall pay that fee directly to the designee. Said fees shall be an allowable cost in Franchisee's rate application. All AB 939/SB 1383 fees and Solid Waste Management fees paid to the City, or its designee shall be considered a pass-through cost for purposes of rate setting, and, as such, changes to these fees shall be adjusted accordingly, subject to all applicable laws and regulations. The City or its designee shall have the right to establish and adjust the AB 939, SB 1383, or Solid Waste Management fee at any time, provided that any changes are considered a pass-through cost for the purposes of rate setting, at the time of the change in the AB 939, SB 1383, or Solid Waste Management fee.

8.1.3 Other Fees

The City shall reserve the right to set such other fees, as the City deems necessary. These fees will be treated as a pass-through expense. The amount, time, and method of payment shall be similar to that described in Section 8.1.

8.1.4 Adjustment of Fees

The City may adjust the amount of fees annually. Such adjustment shall be reflected in the rates that the Franchisee is allowed to charge and collect from Customers.

8.1.5 Review of Fee Payments

The City, or its agent, reserves the right to annually perform an independent review of fee payments to verify that fees are being paid in accordance with this Agreement. The cost of such inspection or review will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8 (Financial Material Errors, Omissions, or Irregularities).

8.1.6 Business License Tax

Franchisee shall pay each year the annual business license tax.

**ARTICLE 9.
SERVICE RATES AND REVIEW**

9.1 General

In addition to any compensation specified elsewhere in the Agreement, Franchisee's compensation provided for in this Article shall be the full, entire, and complete compensation due to Franchisee pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Transfer and Transport, Processing, Diversion, Disposal, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Franchisee will not be entitled to any further rate adjustments as a result of Customer delinquencies and other bad debt issues.

Franchisee does not look to the City for payment of any sums, except for Collection of Discarded Materials services provided to the City, under this Agreement in consideration of the right to charge and collect from Customers for services rendered at rates fixed by the City from time-to-time.

9.2 Service Rates

Service rates are those established by Resolution adopted by City Council. Franchisee shall provide the services required by this Agreement and charge no more than the rates authorized by City Resolution.

9.3 Rate Review

Rates will be established the Annual Rate Methodology, hereby incorporated by reference and attached hereto as Exhibit A.

9.4 Publication of Rates

Pursuant to Section 6 of Article XIII D of the California Constitution and California Government Code Sections 53755-56, as may be amended from time to time, on years outside of the Proposition 218 public hearing process, the Franchisee must notify Customers of increases to their solid waste rates not less than thirty (30) days prior to the effective date of such increase. Franchisee shall provide the information in the regular billing statement or by any other mailing by the Franchisee to the address to which the Franchisee customarily mails the billing statement for the solid waste fees and charges.

9.5 Rounding

Adjustments to the overall Service Rates shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

**ARTICLE 10.
INDEMNITY, INSURANCE, AND PERFORMANCE BOND**

10.1 Indemnification

10.1.1 General.

Franchisee shall indemnify and hold harmless City, its officers, Directors, employees, and agents from and against any and all loss, liability, penalty, forfeiture, claim, demand, action proceeding or suit of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) to the extent arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Franchisee, its officers, employees agents and/or sub Contractors in performing services under this Agreement; (2) the failure of Franchisee, its officers, employees, agents and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws) and regulations, and/or applicable permits and licenses; (3) the acts of Franchisee, its officers, employees, agents and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). Franchisee further agrees to and shall, upon demand of City, at Franchisee's sole cost and expense, defend (with attorneys acceptable to City) the City, its officers, directors, employees, and agents against any claims, actions, suits or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any events described in subclauses (1) through (3) in the immediately preceding sentence to the extent arising from or related to alleged or actual violations of Proposition 218 and/or its implementing legislation.

10.1.2 CERCLA.

Franchisee agrees to defend and indemnify the City, Council members, officers, employees, and agents for all actions of the Franchisee associated with the Franchisee's role as the Arranger of Solid Waste service, or as a "potentially responsible party" within the meaning of CERCLA in performing Solid Waste service under any Federal, State, or local laws, rules, or regulations. The Franchisee shall further defend and indemnify City from any and all legal actions against City on the basis of the assertion that the City is an Arranger of Solid Waste services as a result of this Agreement.

10.1.3 AB 939 and SB 1383 Indemnification.

Franchisee agrees to indemnify and hold harmless City, its officers, Directors, employees, and agents from and against all fines and/or penalties imposed by the CalRecycle in the event the source reduction and Recycling goals or any other requirement of AB 939 or SB 1383 are not met by City with respect to the waste stream Collected under this Agreement but only to the extent that such failure is due to the failure of Franchisee to meet its obligations under this Agreement or for delays in providing information that prevents City from submitting reports required by AB 939 or SB 1383 in a timely manner.

10.2 Insurance

Franchisee shall procure and maintain, for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Franchisee, its agents, representatives, employees, or Subcontractors.

10.2.1 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code I (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- D. Pollution Legal Liability

10.2.2 Minimum Limits of Insurance.

Franchisee shall maintain limits no less than:

- A. Commercial or Comprehensive General Liability: Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers' liability with limits of \$1,000,000 per accident for bodily injury or disease.
- D. Pollution Liabilities: One Million Dollars (\$1,000,000) each loss / Two Million Dollars (\$2,000,000) annual aggregate all losses.

10.2.3 Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The City, Council members, its officers, officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Franchisee; products and completed operations of Franchisee; Premises owned, occupied, or used by Franchisee; or automobiles owned, leased, hired, or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the City, Council members, its officers, officials, employees, agents, or volunteers.
- B. For any claims related to this project, Franchisee's insurance coverage shall be primary insurance as respects City, Council members, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, Council members, its officers, officials, employees, agents, or volunteers shall be excess of Franchisee's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, Council members, its officers, officials, employees, agents, or volunteers.
- D. Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to City.
- F. The Automobile Liability Policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL.1005, TL 1007 and/or other endorsements required by Federal or State authorities.
- G. Pollution, if on a Claims Made form:
 - 1. The "Retro Date" must be shown and must be before the date of the contract or the beginning contract work.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract Effective Date, the Franchisee must purchase "extended reporting" coverage for minimum of two years after completion of contract.

10.2.4 Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Insurers selected by Franchisee shall be admitted to issue insurance in the State of California.

10.2.5 Verification of Coverage.

Franchisee shall furnish City with certificates of insurance and with original endorsements affecting coverage required herein, which may be requested by City at any time. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before performance under this Agreement commences.

10.2.6 Subcontractors.

Franchisee shall include all Subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

10.2.7 Occurrence Based Coverage.

All policies secured by Franchisee shall be occurrence and not claims based unless City so Consents in writing.

10.3 Performance Bond

Simultaneously with the execution of this Agreement, Franchisee shall file with City a bond, payable to City, securing Franchisee's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be One and a Half Million Dollars (\$1,500,000).

**ARTICLE 11.
CITY'S RIGHT TO PERFORM SERVICE**

11.1 General

Subject to the other provisions of this Agreement, including without limitation Sections 12.1 and 12.5, in the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to Collect, Transport, Process, or market any or all Discarded Materials which it is required by this Agreement to Collect, Process, and market, at the time and in the manner provided in this Agreement, for a period of more than seven (7) days, and if, as a result thereof, Discarded Materials should accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety, or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Franchisee during the period of such emergency as determined by the City Manager, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Franchisee; and/or (2) to take possession of any or all of Franchisee's land, equipment, and other property to Collect, Transport, Process, and/or market any Discarded Materials generated within the City which Franchisee would otherwise be obligated to Collect, Transport, Process, or market pursuant to this Agreement. In the event that the City takes possession of the Franchisee's equipment and other property, the City shall be entitled to have another contractor operate such equipment and property under City direction. Additionally, in the event the City takes possession of the Franchisee's equipment and other property, the City does not guarantee repair of existing problems with equipment and facilities.

Notice of Franchisee's failure, refusal, or neglect to Collect, Transport, Process, or market Discarded Materials may be given orally by telephone to Franchisee at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Franchisee within twenty-four (24) hours of the oral notification.

Franchisee further agrees that in such event:

- A. It will take direction from City to affect the transfer of possession of property to City for City's use.
- B. It will, if City so requests, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

City may immediately engage all or any personnel necessary or useful for the Collection, Transportation, Processing, and/or marketing of Discarded Materials, including, if City so desires, employees previously or then employed by Franchisee. Franchisee further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Franchisee whose services are necessary or useful for operations associated with Collection, Transportation, Diversion, Processing, marketing, and Disposal of Discarded Materials, and for the billing and collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 12.5 (Excuse From Performance), City shall pay to Franchisee the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Franchisee has rendered bills in advance of service.

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article 11 (1) does not constitute a taking of private property for which compensation must be paid; (2) will not create any liability on the part of City to Franchisee; and (3) does not exempt Franchisee from the indemnity provisions of Article 10, Indemnity, Insurance, and Performance Bond, which are meant to extend to circumstances arising under this Section, provided that Franchisee is not required to indemnify City against claims and damages arising from the acts or omissions of City officers, employees and agents in the operation or use of Franchisee's land, property, equipment, or other assets during the time City has taken possession of such items.

11.2 Temporary Possession of Franchisee's Property

If the City suffers an interruption or discontinuance of service as described in Section 11.1 (including interruptions and discontinuance due to events described in Section 12.5, Excuse from Performance), City may take possession of and use all of Franchisee's property described above until other suitable arrangements can be made for the provision of Collection of Discarded Materials, which may include the grant of a Contract to another company. The same notice requirements of Section 11.1 are applicable.

11.3 Billing and Compensation to City During City's Possession

During such time that city is providing Collection services, as above provided, Franchisee shall continue to bill and collect payment from all users of the above-mentioned services.

Franchisee further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City in taking over possession of the above-mentioned property for Collection Service in such manner and to an extent as would otherwise be required of Franchisee under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Franchisee of each statement listing such costs and expenses, but in no event later than five (5) Working Days from and after each such submission. The City shall have the right, at its sole discretion, to take over billing and payment collection activities. The City shall then pay any net revenues to the Franchisee, after deducting all expenses, including City-incurred expenses.

11.4 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Franchisee and thereupon demand that Franchisee resume the Collection services as provided in this Agreement, whereupon Franchisee shall be bound to resume the same.

11.5 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession-of Franchisee's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Franchisee, or when City no longer reasonably requires such facilities or equipment. In any case, City has no obligation to maintain possession of Franchisee's property and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Franchisee.

**ARTICLE 12.
DEFAULT, REMEDIES, AND LIQUIDATED DAMAGES**

12.1 Events of Default

All provisions of this Agreement to be performed by Franchisee are considered material. Each of the following shall constitute an event of default.

- A. **Fraud or Deceit.** If Franchisee practices, or attempts to practice, any fraud or deceit upon city.
- B. **Insolvency or Bankruptcy.** If Franchisee becomes insolvent, unable, or unwilling to pay its debts when due, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding. The Franchisee is also in default if there is an assignment of this contract for the benefit of its creditors.
- C. **Failure to Maintain Coverage.** If Franchisee fails to provide or maintain in full force and effect the Workers' Compensation, liability, indemnification coverage or any insurance coverage or bond required under this Agreement.
- D. **Violations of Regulation.** If Franchisee facilities fall out of full regulatory compliance or if Franchisee violates any orders or filings of any regulatory body having jurisdiction over Franchisee relative to this Agreement, provided that Franchisee may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred.
- E. **Failure to Perform.** If Franchisee ceases to provide Collection services as required under this Agreement for a period of two (2) days or more, for any reason within the control of Franchisee.
- F. **Failure to Pay/Report.** If Franchisee fails to make any timely payments, including Liquidated Damages and penalties, required under this Agreement and/or fails to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. **Acts or Omissions.** Any other act or omission by Franchisee which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- H. **False or Misleading Statements.** Any representation or disclosure made to City by Franchisee in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

- I. **Attachment.** There is a seizure of attachment of, or levy on, the operating equipment of Franchisee, including without limits its equipment, maintenance, or office facilities, or any part thereof.
- J. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Franchisee, including without limit, due to labor unrest including strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lasting more than two (2) days.

Upon default by the Franchisee, the City Manager shall provide written notice to Franchisee of the violation. The City Manager shall include in the notice, a demand that the Franchisee correct the violation within ten (10) days following the delivery of said notice. If the violation is not corrected within the ten (10) days, the City shall have the right to terminate the Agreement per the provisions provided in Section 12.2. For purposes of this Agreement and any notice required thereunder, the term "days" shall mean calendar days.

12.2 Right to Terminate Upon Default

Upon a default by Franchisee, City shall have the right to terminate this Agreement upon ten (10) days' notice if the public health or safety is threatened, or otherwise upon thirty (30) days' notice, but without the need for any hearing, suit, or legal action. This right of termination is in addition to any other rights of City upon a failure of Franchisee to perform its obligations under this Agreement.

12.3 Possession of Property and Billing Records and Systems Upon Termination

In the event of termination for default, the City shall have the right, subject to the obligations contained in Article 12 hereof, to take possession of any and all of Franchisee's land, equipment, and other property used or useful in the Collection, Diversion, and/or Disposal of Discarded Materials and to conduct all activities concerning billing and collection of fees for these services and to use such property. The City shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of Collection of Discarded Materials, which may include the award of an agreement or franchise to another waste hauling company. If the City retains possession thereof after the period of time for which Franchisee has already been paid by means of bills issued in advance of providing service for the class of service involved, Franchisee shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due the City for the Franchisees default).

Franchisee shall provide the City immediate access to all of its business records and billing system related to its billing of accounts for services and shall take direction from the City regarding the billing of Customers during the period between the City's termination of the Agreement for default until other suitable arrangements can be made for the billing of Collection of Discarded Materials. The provisions of this Section 12.3 shall survive the termination of this Agreement.

12.4 City's Remedies Cumulative; Specific Performance

The City's right to terminate the Agreement under Section 12.1 and to take possession of the Franchisee's properties under Section 12.3 are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Franchisee, the remedy of damages for a breach hereof by Franchisee is inadequate and City shall be entitled to injunctive relief and/or specific performance if it so desires.

12.5 Excuse from Performance

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other "acts of God", war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Franchisee's employees or directed at Franchisee, or its selected facilities is not an excuse from performance and Franchisee shall be obligated to continue to provide service notwithstanding the occurrence of any or all such events.

The Party claiming excuse from performance shall, within two (2) days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

The interruption or discontinuance of Franchisee's services caused by one or more of the events excused shall not constitute a default by Franchisee under this Agreement. Notwithstanding the foregoing, however, if Franchisee is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of seven (7) days or more, City shall have the right to review the circumstances under which the excuse from performance was granted. After such review, if the City reasonably determines the excuse from service is no longer valid, the City shall notify the Franchisee in writing to resume service within two (2) days from the receipt of such notification. If the Franchisee fails to resume service within the two (2) days, the City shall have the right to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Franchisee's land, equipment and other property and engaging Franchisee's personnel in Article 11, City's Right to Perform Service, and this Article 12 shall apply.

12.6 Liquidated Damages

12.6.1. General.

City finds, and Franchisee agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Franchisee of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

- A. Substantial damage results to members of the public who are denied services or denied quality or reliable service;
- B. Such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public to whom the City provides services pursuant to this Agreement, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms;
- C. That services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and
- D. The termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the City whole for past breaches. However, substantial breaches may result in the termination of this Agreement as described in Section 12.1.

12.6.2 Service Performance Standards and Liquidated Damages for Failure to Meet Standards.

The Parties further acknowledge that consistent, reliable Collection of Discarded Materials is of utmost importance to City and that City has considered and relied on Franchisee’s representations as to its quality of service commitment in awarding the Agreement to it. The Parties further recognize that if Franchisee fails to achieve the performance standards defined in this Section or fails to submit required documents in a timely manner, City and its residents will suffer damages, and that it is and will be impractical and extremely difficult to ascertain and determine the exact number of damages which City will suffer.

Therefore, without prejudice to City’s right to treat such non-performance as an event of default under this Article 12, the Parties agree that the following Liquidated Damage amounts represent a reasonable estimate of the number of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

The City may monitor the Franchisee’s performance under the Agreement in each of the performance areas listed below. In the event that the City determines that Franchisee has failed to meet the performance standard established for any of the areas identified below, the City may assess Liquidated Damages pursuant to this Section of the Agreement.

Franchisee agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth below:

	Event of Non-Performance	Liquidated Damage
1	For each occurrence of failing to provide Customers with Solid Waste, Recyclable Materials, or Organic Materials Containers as part of the three-Container system required by and compliant with the City’s Municipal Code (excluding Generators and Customers that demonstrate compliance with Recycling and Organic Materials Self-Hauling requirements pursuant to the Municipal Code and 14 CCR Division 7, Article 12, Article 7 and/or pursuant to Section 5.15 [Generator Waivers] of this agreement) unless Customer refuses to accept the Solid Waste, Recyclables Materials, or Organic Materials Container from Franchisee, and Franchisee has provided this information to the City or its designee for further review within two (2) Business Days of Customer refusal:	\$150 / Generator or Customer / occurrence / Day until compliance achieved
2	For each failure over five (5) annually to commence service to a new Customer account within seven (7) days after order:	\$150
3	For each failure over ten (10) annually to Collect Discarded Materials, which have been properly set out for Collection, from an established Customer account on the scheduled Collection day:	\$150
4	For each failure to Collect Discarded Materials which have been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days:	\$150

	Event of Non-Performance	Liquidated Damage
5	For each occurrence over five (5) annually of damage to private property:	\$250
6	For each occurrence of discourteous behavior:	\$250
7	For each failure over ten (10) annually to clean up Discarded Materials spilled by Franchisee from Containers:	\$150
8	For each failure to prepare for or properly conduct semiannual clean-ups, including advertising and press releases	\$250
9	For each occurrence over ten (10) annually of failure to properly return Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright with lid secured	\$150
10	For each occurrence of excessive noise above the limits specified in this Agreement	\$250
11	For each occurrence of Franchisee's failure to comply with Container labeling and color requirements pursuant to Section 6.1.3 of this Agreement:	\$150 / Container / occurrence
12	Failure of Franchisee to follow Recyclable Materials and Organic Materials Contamination Procedure:	\$100 / occurrence
13	For each individual occurrence of delivering Discarded Materials to a Facility other than a Designated Disposal Facility(ies) for each Discarded Material type under this Agreement:	\$150 / Ton / occurrence
14	For each failure to respond to a Customer Complaint within twenty four (24) working hours	\$100
15	For each failure to process Customer Complaints to City	\$500
16	For each failure to carry out responsibilities for establishing service	\$500
17	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement:	\$100 / day
18	Failure to include all parts of quarterly and annual reports required under the provisions of this Agreement:	\$100 / day
19	For each failure to provide access to records in compliance with and in the timeframe specified in this Agreement:	\$120 / day
20	For each failure to perform any individual education and outreach activity as required and in the timeframe specified by this Agreement:	\$180 / occurrence
21	For each failure of Franchisee Collection personnel to issue contamination notices and maintain	\$100 / Franchisee Route / day

	Event of Non-Performance	Liquidated Damage
	documentation of issuance as required by Section 6.2 of this Agreement:	
22	For each fee that is issued to a Generator without prior authorization from City under this Agreement:	\$100 / Customer / Day

Liquidated Damages may be assessed at the discretion of the Utilities Director, not more than quarterly. The Utilities Director, or their designee, will issue a written notice to the Franchisee with the Liquidated Damages assessed and the basis for each assessment will only be assessed after Franchisee has been given the opportunity but failed to rectify the damages, as described in this Agreement (e.g., twenty-four (24) working hours to respond to a Complaint). City may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representative or investigation of Customer Complaints.

Franchisee may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Franchisee may, within ten (10) days after receiving the notice, request a meeting with City. If a meeting is requested, it shall be held by the City Manager or their designee. Franchisee may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager or designee will provide Franchisee with a written explanation of their determination on each incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages. The decision of the City Manager or designee shall be final.

In the event Franchisee does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager’s determination will be final.

12.7 Notice, Hearing, and Appeal

Should the Franchisee contend that the City is in breach of the Agreement, Franchisee shall file a written request with the Utilities Director for a consultation regarding the allegations. Such consultation shall be held within thirty days of the receipt of Franchisee's request. Franchisee shall present its position and all relevant facts to the Utilities Director. Franchisee shall be notified of the Utilities Director judgment within ten (10) days of the consultation.

If the Franchisee is not in agreement with the ruling issued by the Utilities Director, it shall have the right to appeal the decision to the City Manager. This appeal shall be made in writing to the City no later than fourteen days after the notification is mailed by Utilities Director of the judgment. The City Manager shall notify Franchisee of the time and date of the review of allegation within thirty days of the request. Franchisee shall present its position and all relevant facts to the City Manager. Franchisee shall be notified in writing within fourteen days of the City Manager's ruling. The decision of the City Manager can be appealed to City Council per Municipal Code Section 1.20.020.

12.8 Financial Material Errors, Omissions, or Irregularities

The City may review, test, and audit the books and records of the Franchisee for the purpose of determining whether the Franchisee is complying with the terms of the Agreement. In the event that material errors or omissions or irregularities are identified, then the cost associated with the audit, test, or review shall be paid by the Franchisee to the City. In the case of financial errors, materiality shall be deemed to be two percent (2%) or greater of the Gross Revenues of the Franchisee from activities performed under this agreement. Recovery of any over payment will be negotiated on a case-by-case basis, either immediately or through the next rate-setting evaluation.

**ARTICLE 13.
ASSIGNMENT**

13.1 Assignment

Except as provided in Article 11, City's Right to Perform Service, neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement. The City may, however, assign its rights and delegate its obligations under this Agreement to a joint powers authority without the prior written consent of Franchisee.

For purposes of this section, "assignment" shall include, but not be limited to

- A. A sale, exchange, or other transfer to a third party of at least fifty-one percent (51%) of Franchisee's assets dedicated to service under this Agreement;
- B. A sale, exchange, or other transfer to a third party, including other shareholders, of outstanding common stock of Franchisee which may result in a change of control of Franchisee;
- C. Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction which Franchisee or any of its shareholders is a party which results in a change of ownership or control of Franchisee;
- D. Any assignment by operation of law, including insolvency or bankruptcy, assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Franchisee's property, or transfer occurring in the probate proceeding; and
- E. Any combination of the foregoing (whether or not in related or contemporaneous transactions), which has the effect of any such transfer or change of ownership, or change of control of Franchisee.

Franchisee acknowledges that this Agreement involves rendering a vital service to City residents and businesses, and that City has selected Franchisee to perform the services specified herein based on:

- A. Franchisee's experience, skill, and reputation for conducting its Solid Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best waste management practices, and
- B. Franchisee's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Franchisee to perform the services to be rendered by Franchisee under this Agreement.

If Franchisee requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. The City is concerned about the possibility that assignment could result in significant rate increases, as well as a change in the quality of service. Accordingly, the following standards have been set to ensure that assignment will result in continued quality service. In addition, the City reserves the right to solicit competitive bids for these services if the assignment results in a request

by the assignee for rate increases that are higher than the inflationary index and do not reflect value changes in service standards. At a minimum, no request by Franchisee for consent to an assignment need be considered by City unless and until Franchisee has met the following requirements:

- A. Franchisee shall undertake to pay City its reasonable expenses for attorney's fees and investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment.
- B. Franchisee shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.
- C. Franchisee shall furnish City with satisfactory proof:
 - 1. That the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee under this Agreement;
 - 2. That in the last five (5) years, the proposed assignee or affiliates has not suffered any significant citations or other censure from any Federal, State, or local agency having jurisdictions over its waste management operations due to any significant failure to comply with Federal, State, or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures;
 - 3. That the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion;
 - 4. That the proposed assignee conducts its Solid Waste management practices in accordance with sound waste management practices in full compliance with all Federal, State, or local laws regulating the Collection and Disposal of Solid Waste, including Hazardous Wastes; and
 - 5. Of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

Under no circumstances shall the City be obliged to consider any proposed assignment by Franchisee, if Franchisee is in default at any time during the period of consideration.

**ARTICLE 14.
OTHER AGREEMENTS OF THE PARTIES**

14.1 Relationship of Parties

The parties intend that Franchisee shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner or joint venture with City. No employee or agent of Franchisee shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Franchisee shall have the exclusive control over the manner and means of conducting the Collection of Discarded Materials performed under this Agreement, and all Persons performing such services. Franchisee shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Franchisee nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

14.2 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.3 Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in San Luis Obispo County.

14.4 Subcontracting

Except as approved in writing by the City, Franchisee shall not enter into an agreement to have another Person perform Franchisee's duties of this Agreement. Franchisee shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed Subcontractor, and to review and finalize any documentation required as a condition for approving any such subcontracting agreement.

14.5 Interests of Franchisee

Franchisee covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Franchisee further covenants that, in the performance of this work, no Subcontractor of any person having such an interest shall be employed. The Franchisee certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City.

14.6 Binding on Successors

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

14.7 Transition to Next Franchise

At the point of transition to a new Franchise, Franchisee will cooperate with City and subsequent franchisee(s) to assist in an orderly transition which will include Franchisee providing route lists and billing information. Franchisee will not be obliged to sell Collection vehicles or Containers to the next franchisee. Franchisee, at its option, may enter into negotiations with the next franchisee to sell (in part or all) Collection vehicles and/or Containers.

14.8 Parties in Interest

Nothing in the Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

14.9 Waiver

The waiver by either Party of any breach or violation of any provision(s) of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

14.10. Condemnation

The City fully reserves whatever rights it may have to acquire Franchisee's property utilized in the performance of this Agreement, by negotiated purchase or failing that, through the exercise of the right of eminent domain.

14.11. City Free to Negotiate with Third Parties

The City may investigate, during the Term and thereafter, all options for the Collection, Transportation, Diversion, Processing, marketing, and Disposal of Solid Waste after the expiration of the Term. Without limiting the foregoing, the City may solicit proposals from Franchisee and from third parties for the provision of Collection services, Disposal services, Recycling services, Solid Waste Collection, and Composting, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.1 (City's Right to Perform Service: General).

14.12. Immigration Act of 1986

The Franchisee warrants on behalf of itself, and all Subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of this work.

14.13. Non-Discrimination

In the performance of this work, the Franchisee agrees that it will not engage in, nor permit such Subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, physical disability, mental condition, or religion of such persons.

14.14. Public and Employee Safety

Whenever the Franchisee's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

14.15. Recycled Products

The City encourages the Franchisee's use of recycled products.

14.16 Notice

All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates, except as provided in Section 12.1 (Events of Default), shall be in writing and shall either be personally delivered to a representative of the parties at the address below, or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City: Utilities Director
 City of San Luis Obispo
 879 Morro Street
 San Luis Obispo, CA 93401

If to Franchisee: District Manager
 San Luis Garbage Company
 4388 Old Santa Fe Springs Road
 San Luis Obispo, CA 93401

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

14.17 Representatives of the Parties

References in this Agreement to “City” shall mean the City Council, and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, the Director of Utilities, and/or to other City officials, and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Franchisee may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Franchisee shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Franchisee in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon their authority to bind Franchisee. City may rely upon action taken by such designated representative as actions of Franchisee unless they are outside the scope of the authority delegated to them by Franchisee as communicated to City.

14.18 Entire Agreement

This Agreement, including any exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

14.19 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.20 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all Agreements for Solid Waste, Recyclable Materials, and/or Organic Materials Collection, Processing, and/or marketing heretofore entered into by the parties and the City.

14.21 Interpretation

This Agreement, including any exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

14.22 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

14.23 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.24 Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original.

14.25 Use of "Will"

The use of the word "will" shall be construed as interchangeable with the word "shall".

14.26 Investigation

Franchisee has relied on its own investigations in deciding to enter into this Agreement and has not relied upon any representations of the City, its Council members, officers, directors, employees, or agents.

IN WITNESS WHEREOF, City and Franchisee have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS OBISPO
"CITY"

SAN LUIS GARBAGE COMPANY
"FRANCHISEE"

By: _____
Whitney McDonald
Title: City Manager

By: _____
Name: Dan Schooler
Title: Regional Vice President

ATTEST:

Teresa Purrington, City Clerk

APPROVED TO FORM:

J. Christine Dietrick, City Attorney

Exhibit A

Annual Rate Adjustment Methodology

Section 1 Objectives

This Exhibit details the process by which Maximum Service Rates are adjusted annually to provide fair and adequate compensation to Franchisee for collection of solid waste and other services provided to Customers and the City per the Agreement. The annual rate adjustment methodology described herein fulfills key objectives established by the City and Franchisee, including rate stability, predictability, fairness, transparency, ease of administration, and cost-effectiveness.

Section 2 Index-Based Rate Adjustments

Except in the case of a Cost-Based Rate Adjustment (see Section 3, below) Franchisee's Maximum Service Rates shall be adjusted via the Index-Based Rate Adjustment methodology described in this section. The Index-Based Rate Adjustment methodology shall be used to adjust Maximum Service Rates effective each January 1 of 2026, 2027, 2028, and 2029 and any subsequent year during which a Cost-Based Rate Adjustment is not allowed or not requested by the City or the Franchisee.

In years during which Maximum Services Rates are to be adjusted pursuant to this Index-Based Rate Adjustment methodology, Franchisee shall submit a report to the City on or before September 1 detailing its calculations of Index-Based Rate Adjustment. City shall have the right to review Franchisee's calculations of Index-Based Rate Adjustment for mathematical accuracy and adherence to the terms and conditions of this Exhibit. City shall prepare written findings regarding adjustments to the Franchisee's calculations of Index-Based Rate Adjustment that are required for mathematical accuracy and adherence to the terms and conditions of this Exhibit on or before October 30.

Index-Based Rate Adjustments shall be prepared and calculated in accordance with the steps described below. All Index-Based percentages shall be rounded to the nearest hundredth of a percent, and all cost calculations shall be rounded to the nearest dollar.

A. Calculation of CPI Adjustment to Franchisee's Collection Services and Post-Collection Services

Franchisee's prior year cost projections for Collection Services and Post-Collection Services shall be adjusted in accordance with the Consumer Price Index (CPI) for Garbage and Trash Collection, U.S. City average, Bureau of Labor Statistics Series I.D. CUUR0000SEHG02.

The CPI Adjustment shall be equal to the percentage change in the average 12-month CPI value ending June of the current year and compared to the average 12-month CPI value ending June of the prior year.

For example, the CPI used to set the 2026 rates shall be calculated as follows:

$$\frac{(\text{Average CPI from July 1, 2024 to June 30, 2025}) - (\text{Average CPI from July 1, 2023 to June 30, 2024})}{\text{Average CPI from July 1, 2023 to June 30, 2024}}$$

If the percentage change is below 2%, the applicable CPI Adjustment shall be 2%, with the difference in the amount below 2% being carried forward as a credit on the rates and applied to the subsequent year. If the percentage change is above 5%, the applicable CPI Adjustment shall be 5%, with the difference in the amount above 5% being carried forward and applied to the rates in subsequent years. Franchisee's prior year cost projections for Collection Services and Post-Collection Services shall be escalated by the resultant CPI Adjustment, rounded to the nearest dollar.

Franchisee’s 2025 cost projection for Collection Services is \$8,552,555 and Franchisee’s 2025 cost projection for Post-Collection Services is \$4,602,096. For 2026, by way of example, if the percentage change in the average 12-month CPI value ending June 2026 compared to the average 12-month CPI value ending June of 2025 is 5%, then Franchisee’s 2026 cost projection for Collection Services shall be \$8,980,183 and Franchisee’s 2026 cost projection for Post-Collection Services shall be \$4,832,201. Likewise, if the percentage change in the average 12-month CPI value ending June 2026 compared to the average 12-month CPI value ending June of 2025 is 2%, then Franchisee’s 2026 cost projection for Collection Services shall be \$8,723,606 and Franchisee’s 2026 cost projection for Post-Collection Services shall be \$4,694,138.

Example Calculation for application of amounts above cap on CPI increases applied to Collection Services component of CPI Adjustment (noting that cap on CPI increases also applies to Post-Collection Services):

Year 1

Collection Services: \$8,552,555

12-month average CPI index increase: 6.00%

$$\$8,552,555 \times (1+5.00\%*) = \$8,980,183$$

**5% cap on CPI increases. 1% difference carried over to next year*

Year 2

Collection Services: \$8,980,183

12-month average CPI index increase: 6.00%

$$\$8,980,183 \times (1+5.0\%*) = \$9,429,192$$

**5% cap on CPI increases. 1% difference carried over to next year*

Year 3

Collection Services: \$9,429,192

12-month average CPI index increase: 3.00%

$$\$9,429,192 \times (1+5.0\%*) = \$9,900,651$$

**3.00% + 1.00% carried forward from Year 1 + 1.00% carried forward from Year 2*

The above is also demonstrated in Table 1, below:

Table 1 – Example of CPI Cap and Carryforward

	2025	2026	2027	2028
Collection Services	\$8,552,555	\$8,980,183	\$9,429,192	\$9,900,651
12-Month Average CPI	6.00%	6.00%	3.00%	
CPI Adjustment (5% Cap)	5.00%	5.00%	5.00%	

B. Calculation of Profit Allowance

The Index-Based Rate Adjustment methodology includes a component for Franchisee's fair and reasonable Profit Allowance. Profit Allowance is used for the purposes of calculating Index-Based Rate Adjustments and does not constitute a guarantee of profit to the Franchisee.

Franchisee's Profit Allowance for the purposes of Index-Based Rate Adjustments is calculated as a function of Franchisee's current year cost projection for Collection Services. For 2025, Franchisee's Profit Allowance is 9% of the cost projection for Collection Services and in 2026 and thereafter, Franchisee's Profit Allowance shall be 10% of the cost projection for Collection Services.

Franchisee's 2025 cost projection for Collection Services is \$8,552,555; therefore, Franchisee's Profit Allowance for 2025 is \$8,552,555 times 9%, rounded to the nearest dollar, equaling \$769,730. Using the first example from Section 2.A above, if Franchisee's 2026 cost projection is \$8,980,183 (corresponding to a 5% CPI Adjustment), Franchisee's 2026 Profit Allowance for the purposes of calculating Index-Based Rate Adjustment shall be \$898,018. Likewise, and using the second example from Section 2.A above, if Franchisee's 2026 cost projection is \$8,723,606 (corresponding to a 2% CPI Adjustment), Franchisee's 2026 Profit Allowance for the purposes of calculating Index-Based Rate Adjustment shall be \$872,361 .

C. Calculation of CPI Adjustment to AB 939 Fee

Franchisee pays the City an AB 939 Fee which in 2025 is \$368,041. The AB 939 Fee shall be adjusted annually in accordance with the same CPI Adjustment calculation described in Section 2.A above, or as otherwise directed by the City.

Using the examples from Section 2.A, for 2026, if the percentage change in the average 12-month CPI value ending June 2026 compared to the average 12-month CPI value ending June of 2025 is 5%, then the 2026 AB 939 Fee shall be \$386,443. Likewise, if the percentage change in the average 12-month CPI value ending June 2026 compared to the average 12-month CPI value ending June of 2025 is 2%, then the 2026 AB 939 Fee shall be \$375,402. Alternatively, the City may direct Franchisee regarding the amount of AB 939 Fee payable to the City for the coming rate year (and shall provide that amount to the Franchisee prior to September 1 in an Index-Based Rate Adjustment year.

D. Calculation of Franchise Fee

Franchisee pays the City a Franchise Fee of 10% of Franchisee's gross revenues received from Customers in the City. For the purposes of Index-Based Rate Adjustments, the Franchise Fee is calculated as 10% of Franchisee's annual Total Cost Projection, per Section 2.F below, rounded to the nearest dollar. For 2025, Franchisee's annual Total Cost Projection is \$15,880,469 , yielding Franchise Fee component of \$1,588,047 . Actual Franchise Fee payments made by Franchisee to City shall be calculated as a function of Franchisee's gross revenues received from Customers in the City and may differ from the amount used in calculating adjustments to the Maximum Service Rates.

E. Calculation of Annual Revenue Reconciliation

Starting with the 2027 Index-Based Rate Adjustment, the difference between the Franchisee's annual Total Cost Projection and the Franchisee's actual annual total billings to Customers in the City shall be included in the annual Index-Based Rate Adjustment as an Annual Revenue Reconciliation.

For example, for the 2027 Index-Based Rate Adjustment, the difference between Franchisee's 2025 Total Cost Projection and Franchisee's total 2025 billings to Customers in the City shall be included in the 2027 annual Total Cost Projection. By way of example, if Franchisee's 2025 total billings to Customers in the City is a shortfall of 1% (-\$158,805) then \$158,805 will be added to

Franchisee’s Total Cost Projection for 2027. Conversely, if Franchisee’s 2025 total billings to Customers in the City is a surplus of 1% (+\$158,805) then \$158,805 will be subtracted from Franchisee’s Total Cost Projection for 2027.

Table 2, on the following page, provides an example of the case in which there is a 1% shortfall of billed revenues in 2025, which is added to the Total Cost Projection in 2027. The table shows a continuation of 1% shortfalls being added in 2028 and 2029 for example purposes only, and assumes the CPI adjustment to Collection Services, Post-Collection Services, and AB 939 Fee at the 5% cap. Table 2a on the following page, provides an example of the case in which there is a 1% surplus of billed revenues in 2025, which is added to the Total Cost Projection in 2027. The table shows a continuation of 1% surpluses being added in 2028 and 2029 for example purposes only, and assumes the CPI adjustment to Collection Services, Post-Collection Services, and AB 939 Fee at the 5% cap.

Table 2 – Example Revenue Reconciliation of -1% Annually

	2025	2026	2027	2028	2029
Collection Services	\$8,552,555	\$8,980,183	\$9,429,192	\$9,900,651	\$10,395,684
Profit Allowance	769,730	898,018	942,919	990,065	1,039,568
Post-Collection Services	4,602,096	4,832,201	5,073,811	5,327,501	5,593,876
AB 939 Fee	368,041	386,443	405,765	426,053	447,356
Franchise Fee	1,588,047	1,677,427	1,778,944	1,868,002	1,961,598
Revenue Reconciliation Example	N/A	N/A	158,805	167,743	177,894
Total Cost Projection	15,880,469	16,774,272	17,789,435	18,680,016	19,615,977
Indexed Rate Adjustment		5.63%	6.05%	5.01%	5.01%

Table 2a – Example Revenue Reconciliation of +1% Annually

	2025	2026	2027	2028	2029
Collection Services	\$8,552,555	\$8,980,183	\$9,429,192	\$9,900,651	\$10,395,684
Profit Allowance	769,730	898,018	942,919	990,065	1,039,568
Post-Collection Services	4,602,096	4,832,201	5,073,811	5,327,501	5,593,876
AB 939 Fee	368,041	386,443	405,765	426,053	447,356
Franchise Fee	1,588,047	1,677,427	1,743,654	1,830,725	1,922,458
Revenue Reconciliation Example	N/A	N/A	-158,805	-167,743	-174,365
Total Cost Projection	15,880,469	16,774,272	17,436,536	18,307,254	19,224,577
Indexed Rate Adjustment		5.63%	3.95%	4.99%	5.01%

Significant, unexpected increases or decreases in revenue may be included or excluded from the Annual Revenue Reconciliation if deemed reasonable by the parties. As a one-time exercise, the Franchisee may request to review the entirety of its revenue earnings with the City as a check-in to evaluate alignment with its revenue forecast and conditions outlined in this exhibit. By no later than September 30, 2025, the Franchisee shall provide the City with documentation of actual to-date

receipts or billings, accompanied by an analysis of all corresponding service trends. Upon receipt of these materials, the City and the Franchisee shall engage in a good-faith meet-and-confer process to discuss and determine an appropriate resolution, which may include a rate adjustment in January 2026 if necessary.

F. Calculation of Total Cost Projection

Franchisee’s annual Total Cost Projection shall be the sum of the resultant values from Section 2.A through 2.E above. For 2025, the Total Cost Projection is \$15,880,469. Table 3 below demonstrates the 2026 Total Cost Projection if the percentage change in the average 12-month CPI value ending June 2026 compared to the average 12-month CPI value ending June of 2025 is 5%. Table 4, on the following page, demonstrates the 2026 Total Cost Projection in the percentage change in the average 12-month CPI value ending June 2026 compared to the average 12-month CPI value ending June of 2025 is 2%.

Table 3 – 2026 Total Cost Projection at 5% CPI Value for 2026

	2025	2026
Collection Services	\$8,552,555	\$8,980,183
Profit Allowance	769,730	898,018
Post-Collection Services	4,602,096	4,832,201
AB 939 Fee	368,041	386,443
Franchise Fee	1,588,047	1,677,427
Total Cost Projection	15,880,469	16,774,272

Table 4 – 2026 Total Cost Projection at 2% CPI Value for 2026

	2025	2026
Collection Services	\$8,552,555	\$8,723,606
Profit Allowance	769,730	872,361
Post-Collection Services	4,602,096	4,694,138
AB 939 Fee	368,041	375,402
Franchise Fee	1,588,047	1,629,501
Total Cost Projection	15,880,469	16,295,007

G. Calculation of Annual Index-Based Rate Adjustments

The Index-Based Rate Adjustment shall be the calculated as function of the Franchisee’s forthcoming annual Total Cost Projection divided by the then current year Total Cost Projection, minus 100%, rounded to the nearest hundredth of a percent.

For example, taking the results shown in Table 3, on the prior page, the Index-Based Rate Adjustment for 2026 would be \$16,774,272 , divided by \$15,880,469, minus 100%, yielding a 5.63% adjustment to the Maximum Service Rates effective January 1, 2026. Using the results of Table 4, above as an example, the Index-Based Rate Adjustment for 2026 would be \$16,295,007, divided by \$15,880,469 , minus 100%, yielding a 2.61% adjustment to the Maximum Service Rates effective January 1, 2026.

This Index-Based Rate Adjustment calculation described herein shall repeat in 2027, 2028, and 2029, with the addition of the Annual Revenue Reconciliation amounts calculated pursuant to Section 2.E of this Exhibit. Rate adjustments shall be effective on January 1st of each year (unless otherwise agreed to in writing by the parties) and any delay in rate change approval not caused by Franchisee will result in additional adjustments so that all required revenues are billed within the rate year. Any delay in rate change approval that is caused by Franchisee shall not result in additional adjustments corresponding with the delay in approval.

Section 3 Cost-Based Rate Adjustments

Franchisee or City shall have the right to request a Cost-Based Rate Adjustment effective January 1, 2030. Franchisee's request for Cost-Based Rate Adjustment in 2030 shall be requested in writing on or before January 15, 2029 and City's request for Cost-Based Rate Adjustment in 2030 shall be requested in writing on or before January 31, 2029. To the extent possible Any City request for Cost-Based Rate Adjustment shall be coordinated with the other agencies in San Luis Obispo County that follow the rate adjustment methodology described in this Exhibit, with all such agencies opting to request Cost-Based Rate Adjustment effective in the same rate year

Upon request by either party for Cost-Based Rate Adjustment, Franchisee shall prepare and submit financial records and calculations to the City in accordance with this Section by April 30, 2029. City shall have the right to review Franchisee's financial records related to the Cost-Based Rate Adjustment and calculations of Cost-Based Rate Adjustment for mathematical accuracy and adherence to the terms and conditions of this Section. City shall prepare written findings regarding adjustments to the Franchisee's calculations of Cost-Based Rate Adjustment that are required for mathematical accuracy and adherence to the terms and conditions of this Exhibit on or before June 30, 2029. City shall make every effort to seek City Council authorization of Cost-Based Rate Adjustment prior to August 30, 2029. If neither party requests a Cost-Based Rate Adjustment in writing as specified above, then an Index-Based Rate Adjustment shall be applied for adjustments to Maximum Service Rates effective January 1, 2030 and subject to the terms and conditions of Section 2 of this Exhibit.

Franchisee or City shall have the right to request subsequent Cost-Based Rate Adjustments no more frequently than every five (5) years following the prior Cost-Based Rate Adjustment. For example, if a Cost-Based Rate Adjustment is requested as stipulated in above in January, 2029 (and effective January 1, 2030) then the next Cost-Based Rate Adjustment may not be requested by either party until January, 2034 (for effectiveness in 2035). The schedule from the following paragraph would also apply: Franchisee would prepare and submit financial records and calculations by April 30, 2034, City would prepare written findings regarding adjustments to Franchisee's calculations of Cost-Based Rate Adjustment that are required for mathematical accuracy and adherence to the terms and conditions of this Exhibit by June 30, 2034, and City would make every effort to seek City Council authorization of Cost-Based Rate Adjustment prior to August 30, 2034.

Notwithstanding the above, nothing shall prevent the parties from mutually agreeing to conduct Cost-Based Rate Adjustments in other years (i.e., years other than 2030 and 2035), provided that both parties agree in writing to waive the five (5) year limitation on Cost-Based Rate Adjustments expressed herein. If neither party requests Cost-Based Rate Adjustments in subsequent years pursuant to the five (5) year schedule described above, then Index-Based Rate Adjustments shall be applied for adjustments to Maximum Service Rates in such years, subject to the terms and conditions of Section 2 of this Exhibit.

Franchisee shall provide all financial information and supporting documentation required by this review in a format acceptable to City (or City's designated consultant) in a timely manner. Franchisee shall not require City (or City's designated consultant) to review any such documents at Franchisee's worksite but shall instead allow for all required information and supporting documentation to be provided to City (or its designated consultant) via physical mail, e-mail, or any other delivery method approved by City.

Cost-Based Rate Adjustments shall be prepared and calculated in accordance with the steps described below.

A. Projection of Collection Services and Post-Collection Service Costs

Franchisee shall prepare financial records and calculations of Cost-Based Rate Adjustment using audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) for Franchisee's immediately preceding three (3) fiscal years. Such financial records and calculations shall include Franchisee's projected costs for Collection Services and Post-Collection Services as well as Franchisee's projected gross revenues at then-current Maximum Service Rates for the forthcoming year (e.g., 2030 at the earliest).

Franchisee shall promptly assemble, provide, and submit such information that is reasonably necessary to support the assumptions made by the Franchisee with regard to the assumptions underlying the forecast. Upon submission of such information, the City holds the ability to make appropriate changes for non-allowable costs, large unsupported variances in cost projections including but limited to corporate transactions and allocations, large variances in inter-company and related party transactions and allocations, unjustifiable variances in any cost category, non-conformance with agreed upon depreciation terms, non-conformance agreed upon profit allowances, and other customary and reasonable adjustments as detailed in the Agreement. Cost projections for Collection Services and Post-Collection Services prepared by Franchisee must be justifiable, supportable with financial information, and provide accountability for all expenditures. In preparing such cost projections, Franchisee shall assemble and submit its forecasts of:

- a. Revenues at current Maximum Service Rates for the then-current year, including delineation of revenues by sector (single-family residential vs. commercial and multi-family) and with details of the number of subscribers by type within each sector.
- b. Projected costs of Collection Services for the then-current year and the forthcoming year, with comparison to and explanation of any variances to actual costs for Collection Services in the prior three (3) fiscal years. Costs for Collection Services include labor, corporate overhead, depreciation (with rolling stock at 10-year depreciation lifespan), and general and administrative costs and shall be delineated as per the primary cost categories included in Franchisee's Audited Financial Statements. Franchisee must provide documentation of, and explanation for, material variances in any cost category. Projected costs for the forthcoming year shall be based on Franchisee's actual costs per Audited Financial Statements and escalated by the CPI Adjustment described in Section 2.A of this Exhibit, with the exception that Franchisee may adjust projections to account for other documentable changes in costs. Corporate overhead costs shall be limited to be less than 4% of Franchisee's Total Cost Projection for the forthcoming year and Franchisee must provide documentation and justification for any amounts of Corporate Overhead above 3% of Franchisee's Total Cost Projection for the forthcoming year. City retains the right to make appropriate adjustments to cost projections to cost categories for which Franchisee does not or cannot provide adequate documentation and explanation of material variances compared to prior years.

- c. Projected costs of Post-Collection Services for the then-current year and the forthcoming year, with comparison to and explanation of any variances to actual costs for Collection Services in the prior three (3) fiscal years. Costs for Post-Collection Services include landfill disposal, organics processing, recyclables processing and marketing, related-party transportation, and related-party rent and shall be delineated as per the primary cost categories included in Franchisee's Audited Financial Statements. Franchisee must provide documentation of, and explanation for, material variances in any cost category. Projected costs for the forthcoming year shall be based on Franchisee's actual costs per Audited Financial Statements and escalated by the CPI Adjustment described in Section 2.A of this Exhibit, with the exception that Franchisee may adjust projections to account for other documentable changes in costs. City retains the right to make appropriate adjustments to cost projections to cost categories for which Franchisee does not or cannot provide adequate documentation and explanation of material variances compared to prior years.
- d. Franchisee shall not include any non-allowable costs in its cost projections for Collection Services or Post-Collection Services. Non-allowable costs include but are not limited to:
 - i. Entertainment and non-work related travel expenses, unless authorized in advance by City.
 - ii. Advertising for services not within the scope of this Agreement or outside of the service area of the City of San Luis Obispo.
 - iii. Fines or penalties of any nature.
 - iv. Liquidated damages assessed under this Agreement.
 - v. Federal or State income taxes.
 - vi. Profit sharing payments not related to an IRS approved pension program.
 - vii. Charitable or political donations.
 - viii. Attorneys' fees and other expenses incurred by Franchisee in any court proceeding in which City and Franchisee are adverse parties, unless Franchisee is the prevailing party in said proceedings.
 - ix. Attorneys' fees and other expenses incurred by Franchisee in any court proceeding in which Franchisee's own negligence, violation of law or regulation, or other wrongdoing, is in issue and occasions part of the attorneys' fees and expenses claimed, provided, however, such attorneys' fees will be allowed to the extent Franchisee can demonstrate they were reasonable and necessary and a cost of doing business, and were not the result of any intentional or willful misconduct by Franchisee or its employees; and attorneys' fees and expenses incurred by Franchisee in a court proceeding in which the legal theory or statute providing a basis of liability against Franchisee also provides for separate strict liability for City arising from the action of its citizens or ratepayers (such as in a CERCLA lawsuit).
 - x. Payments to related party entities for products or services (other than lease expense, calculated as provided below), in excess of the fair market value for those products or services. For purposes of this Agreement, related party expenses are those resulting from transactions between Franchisee and another company (companies) that has (have) common ownership or management control.

- e. Franchisee's audited financial statements, and any other documentation as deemed necessary by the City, will be reviewed to determine Franchisee's cost projections for each of the foregoing categories during the year involved. City will use the financial statements to determine that costs have actually been incurred and have been assigned to the appropriate category.
- f. City may adjust the actual costs in two ways: (1) to exclude any non-allowable costs, set out below, and (2) to exclude and/or reduce any costs that were actually incurred but which are not reasonable and necessary in keeping with industry standard best practices.

B. Calculation of Profit Allowance

Franchisee's Profit Allowance shall be 10% of the cost projection for Collection Services, rounded to the nearest dollar.

C. Calculation of CPI Adjustment to AB 939 Fee

Calculation of AB 939 Fee shall be calculated in accordance with Section 2.C, above, for the applicable year as appropriate.

D. Calculation of Franchise Fee

Calculation of Franchise Fee shall be calculated in accordance with Section 2.D, above, for the applicable year as appropriate.

E. Calculation of Annual Revenue Reconciliation

Calculation of Annual Revenue Reconciliation shall be calculated in accordance with Section 2.E, above, for the applicable year as appropriate.

F. Calculation of Total Cost Projection

Calculation of Total Cost Projection shall be calculated in accordance with Section 2.F, above, for the applicable year as appropriate.

G. Calculation of Cost-Based Rate Adjustment

The Cost-Based Rate Adjustment shall be the calculated as function of the Franchisee's forthcoming annual Total Cost Projection divided by the then current year Total Cost Projection, minus 100%, rounded to the nearest hundredth of a percent. This is the same calculation described in Section 2.G, above. The resultant percentage shall be applied to the then-current Maximum Service Rates and be effective January 1 of the forthcoming year.

Rate adjustments shall be effective on January 1st of each year (unless otherwise agreed to in writing by the parties) and any delay in rate change approval not caused by Franchisee will result in additional adjustments so that all required revenues are billed within the rate year. Any delay in rate change approval that is caused by Franchisee shall not result in additional adjustments corresponding with the delay in approval.

Section 4 Annual Audited Financial Statements

Franchisee shall annually prepare Audited Financial Statements in accordance with Generally Accepted Accounting Principles (GAAP) for its operations in the San Luis Obispo County region. Franchisee shall provide City with copies of the annual Audited Financial Statements upon request and with any Cost-Based Rate Adjustment submittal.

Section 5 Extraordinary Adjustments

Except as provided herein, Franchisee may not request adjustments to Maximum Service Rates in years during which Index-Based Rate Adjustments are scheduled to be applied and must follow the timeline described in Section 3. Notwithstanding the above, Franchisee may request extraordinary adjustments to

Maximum Service Rates due to changes in law affecting collection operations, including for compliance with the California Air Resource Board's (CARBS's) Advanced Clean Fleet (ACF) electrification mandate. The City may, but is not obligated to, consider requests for extraordinary adjustment to Maximum Service Rates due to changes in law affecting Post-Collection Services. Requests for extraordinary changes in Maximum Service Rates are subject to good faith negotiations between City and Franchisee.

In the event of any Change in Scope or Change in Law (each as described below) that results in an material increase or decrease in Franchisee's costs or revenues, in the event of an Extraordinary Cost Increase (as defined below), or in the event of any Change in Fees (as described below), an appropriate adjustment will be made to the Maximum Service Rates in order to compensate, to the maximum extent possible, for such increase or decrease in costs, revenues or Fees, commencing from the Effective Date(s) such increase or decrease first occurs. Any adjustment to Maximum Service Rates due to a Change in Scope, a Change in Law or an Extraordinary Cost Increase shall be in the reasonable discretion of the City.

- A. "Change in Scope" shall mean any change in the services provided by the Franchisee under the Agreement whether proposed by the Franchisee or by the City.
- B. "Change in Law" shall mean the enactment, adoption, promulgation, issuance, modification or written change in any law, regulation, order or judgment of any governmental body that affects the Franchisee's performance of services under the Agreement including, without limitation, the issuance of final regulations under existing laws.
- C. "Change in Fees" shall mean any change in franchise fees, vehicle impact fees and other fees charged to the Franchisee by the City connection with the services provided by the Franchisee under the Agreement the cancellation of any existing fees, and the adoption of any new fees.
- D. "Extraordinary Cost Increase" shall mean a substantial increase in the Franchisee's operating or capital costs or expenses that is outside of the Franchisee's control but not due to a Change in Scope or Change in Law.
- E. "Effective Date" shall mean the date in which the Franchisee notifies the City of the reasons for the cost estimate associated with a Change in Law, Change in Fees, and/or Extraordinary Cost Increase or when the Franchisee begins incurring costs for the Change in Law, Change in Fees, or Extraordinary Cost Increase, whichever is later.

In the case of a Change in Scope, a Change in Law or an Extraordinary Cost Increase, the Franchisee shall provide the City with projected operational, cost and revenue data reflecting the entire financial effect of such Change. The City reserves the right to require that the Franchisee supply any additional operational, cost and revenue data, or any other information it may reasonably need, to ascertain the appropriate financial impact of the Change and any necessary adjustment to Maximum Service resulting from such Change.

Extraordinary adjustments to Maximum Service Rates for a qualifying Change in Scope or Change in Law, for a Change in Fees, or for an Extraordinary Cost Increase shall take effect as of the beginning of the next year and will include all impacts of the extraordinary adjustment from the Effective Date of the impact; provided, however, that, in the case of any Change in Fees charged by the City, the extraordinary adjustment shall take effect as of the Effective Date of such Change in Fees. The underlying service, cost, revenue or Fee changes supporting any rate adjustment under this Section 5 will be added to the appropriate category under Sections 2 and 3 above for purposes of future cost projections.

ORDINANCE NO. 1745 (2025 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AMENDING SECTION 8.04.070 (USE OF DISPOSAL SERVICE MANDATORY – COLLECTION CHARGES) OF THE MUNICIPAL CODE MODIFYING THE PROCESS OF COLLECTING DELINQUENT SOLID WASTE COLLECTION AND DISPOSAL ACCOUNTS

WHEREAS, public health and safety demand the orderly and periodic collection and safe disposal and/or processing of solid waste, recyclables, and organic materials; and

WHEREAS, it has been determined that an exclusive franchise granted to a private company is the most effective and efficient way to collect and remove solid waste, recyclables, and organics within the City; and

WHEREAS, San Luis Garbage Company has provided a high level of service and reasonable rates for solid waste, recyclables, and organics collection and disposal in the City for the terms of the franchise agreements; and

WHEREAS, Section 8.04.070 of the San Luis Obispo Municipal Code establishes that all developed properties in the City must use the solid waste collection and disposal service provided by the City's franchisee, that the franchisee is responsible for collecting fees for their services, and that owners of developed properties are responsible for paying for the service; and

WHEREAS, Section 8.04.070 of the Municipal Code further provides a method by which the franchisee and the City may take actions to collect fees from the owners of developed properties which have delinquent solid waste collection and disposal accounts; and

WHEREAS, San Luis Garbage Company and City agreed to perform the process outlined in California Government Code section 25831 made applicable by Government Code section 38790.1 to collect fees from delinquent accounts as certified by franchisee less frequently than annually; and

WHEREAS, Government Code sections 25831 and 38790.1 authorize the City to adopt an alternative administrative procedure for the collection of fees from delinquent accounts; and

WHEREAS, the amendments to Section 8.04.070 made by this Ordinance enhance clarity and ensure consistency with state law and with the restated franchise agreements between the City and San Luis Garbage Company.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of San Luis Obispo as follows:

O 1745

SECTION 1. Incorporation of Recitals. The City Council find that the foregoing recitals are true and correct and are incorporated in the ordinance by this reference and adopted as the findings of the City Council.

SECTION 2. Environmental Determination. The amendments to Section 8.04.070 of the Municipal Code are exempt from environmental review because such action creates no potential for causing significant effects on the environment (CEQA Guidelines Section 15061(b)(3) (common sense exemption).)

SECTION 3. Chapter 8.04.070 of the San Luis Obispo Municipal Code is hereby amended to read as follows:

8.04.070 Use of disposal service mandatory—Collection of charges.

- A. The City has determined that periodic collection and disposal of solid, recyclable, and organic waste from all developed properties in the city benefits all occupants of developed properties in the city.
- B. The City will provide waste collection and disposal service through its Franchisee; and all developed properties in the city must use the City's waste collection and disposal service, except that there may be joint or multiple use of waste containers, subject to conditions established by the City.
- C. The Franchisee shall collect all fees for waste collection and disposal.
- D. The owner of developed property shall be responsible and liable for paying the waste collection and disposal fees for that property. The Franchisee will bill a tenant if requested by the owner, but the owner shall remain responsible and liable for payment of the waste collection disposal fees for the property.
- E. The owner of developed property shall be responsible for modifying frequency and volume of waste collection and disposal service to remain compliant with this chapter.
- F. At an interval established by the Franchisee and the City, the Franchisee may take the following actions to collect delinquent residential and commercial solid waste collection and disposal accounts:
 - 1. Franchisee may present to the city a list of property owners (with corresponding parcel numbers) within the city whose service accounts remain unpaid for one hundred twenty (120) or more days after the date upon which they were billed and that are considered delinquent;

2. Franchisee may send a certified letter by certified mail, return receipt requested, and by regular first-class mail, to each property owner identified in subsection (F)(1) of this section notifying the property owner of the amount of the delinquent fees (as defined in subsection (F)(1)) for each identified parcel of land. The Notice of Delinquent Fees shall request payment within forty-five (45) calendar days from the date the Notice of Delinquent Fees was issued. The Notice of Delinquent Fees shall further notify the property owner that nonpayment of the delinquent fees may result in the City directing the San Luis Obispo County auditor to place the delinquent amount on the tax roll for the owner's property to be collected at the same time and in the same manner as property taxes.
 3. At least forty-five (45) days after the date the Notice of Delinquent Fees were issued, the Franchisee may present to the City a list of property owners (with corresponding parcel numbers) who have failed to make payment as required in subsection (F)(2) of this section and whose service accounts therefore are still delinquent.
- G. After the Franchisee has completed all of the actions listed in subsection [E](#) of this section, the City may implement the following collection procedures in accordance with California Government Code section 25831 made applicable by Government Code section 38790.1:
1. The City Council shall cause notice of the hearing to be mailed to each property owner listed on the report not less than ten (10) days prior to the date of the hearing.
 2. At the public hearing, City Council shall hear any objection or protests of landowners liable to be assessed for delinquent fees. The City Council may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.
 3. The delinquent fees set forth in the report as confirmed by resolution of the City Council shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the delinquent fees.
 4. A certified copy of the confirmed report shall be filed with the county auditor for the amount of the respective assessments against the respective parcels of land as they appear on the current assessment roll.

5. The lien created attaches upon recordation, in the office of the county recorder, of a certified copy of the resolution of confirmation.
 6. The assessment shall be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
 7. All laws applicable to the levy, collection, and enforcement of the county ad valorem property taxes shall be applicable to the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to the real property and the delinquent fees, as confirmed, relating to the property shall be transferred to the unsecured roll for collection.
- H. The Franchisee shall bear the full cost of any delinquent fees to lien-affected properties.
- I. Payments made to the Franchisee hereunder, if any, shall be made only from monies actually received by the City from the delinquent property owners pursuant to this section.

SECTION 4: Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct, and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

SECTION 5. A summary of this ordinance, together with the names of Council members voting for and against, shall be published at least five (5) days prior to its final passage, in The New Times, a newspaper published and circulated in this City. This ordinance shall go into effect at the expiration of thirty (30) days after its final passage.

INTRODUCED on the 18th day of March 2025, **AND FINALLY ADOPTED** by the Council of the City of San Luis Obispo on the ____ day of ____, 2025, on the following vote:

AYES:
NOES:
ABSENT:

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk



Department: Utilities
Cost Center: 6107
For Agenda of: 4/1/2025
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Utilities Director
Prepared By: Meg Buckingham, Solid Waste and Recycling Program Manager

SUBJECT: FISCAL YEAR 2024 – 2025 SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY TECHNICAL ASSISTANCE GRANT APPLICATION

RECOMMENDATION

1. Authorize the Utilities Department to apply for the Fiscal Year 2024-2025 Integrated Waste Management Authority Technical Assistance Grant in the amount of \$10,000; and
2. If the grant is awarded, authorize the Utilities Director, or their designee, to execute necessary grant documents and direct the appropriation of monies to the accounts required to administer the grant.

POLICY CONTEXT

The recommended actions are consistent with the City of San Luis Obispo's [Climate Action Plan](#), Pillar 5: Circular Economy, which includes a [Lead by Example](#) component identifying a zero-waste goal of ninety percent landfill diversion for all City operations, buildings, and facilities by 2030. Under the City's Grant Management Policy, Council approval is required for all grant applications in excess of \$5,000.

DISCUSSION

Background

The San Luis Obispo County Integrated Waste Management Authority (IWMA) offers a Technical Assistance Grant (TAG) Program to businesses, government agencies, nonprofit groups, and institutions located in San Luis Obispo County to promote, start, and/or expand waste reduction and landfill diversion efforts.

The IWMA's TAG Program is designed to empower local groups and/or change agents to develop community-based strategies for the prevention, separation, diversion, recycling, and composting of material. The IWMA typically seeks applicants who can act as a catalyst for reducing waste, promote zero waste strategies, demonstrate circular economy practices to eliminate waste, and maximize material resources.

In 2023, staff in the Solid Waste and Recycling Program conducted an audit of trash, recycling, and organics containers at indoor and rentable City facilities to identify areas needing new containers. This was necessary to ensure compliance with the organics recycling law Senate Bill 1383 and address issues such as inconsistent signage or broken containers. During the audit, staff observed that some City facilities had damaged containers, incorrectly labeled bins, or lacked recycling containers altogether.

In 2024, the City successfully secured \$10,000 in funding from the 2023-24 TAG Program to procure 13 standardized two- and three-stream waste units in 8 high-use or public-facing City facilities. These containers replaced broken or missing bins and improved signage for proper source separation of materials. The new bins have effectively guided staff and the public in properly sorting waste, ensuring consistency across City facilities.

Proposed Use of 2024-25 Grant Funds

If authorized, staff will apply for the 2024-25 TAG Program to procure additional uniform two- and three-stream waste containers for remaining City facilities, consistent with those purchased through the previous cycle of TAG Program funding. Some identified locations for these containers include the rentable Meadow Park Community Room and staff areas within Fire Station 1, City Hall, the Community Development and Public Works Departments in 919 Palm Street, Water Resource Recovery Facility, and the Corporation Yard. This initiative supports the City's waste reduction goals. In-kind contributions will be dedicated in the form of staff time to facilitate the project, including procurement, installation, and reporting outcomes to the IWMA.

Placing uniformly paired, well-labeled, and SB 1383-compliant color-coded bins in areas with low diversion rates and high employee usage—where existing bin setups are inadequate—is expected to significantly increase the amount of material the City diverts from landfill disposal.

The proposed new bins feature customizable signage that can be easily updated to address location-specific contamination based on periodic audit results. The City has already piloted these bin systems in multiple facilities, receiving highly positive feedback from users.

Application Process

This is a competitive grant opportunity that requires both a written application (Attachment A) and a presentation to the IWMA Board of Directors. The Board will consider the application at its May 14, 2025 meeting.

This grant would advance the City's efforts to achieve the ambitious zero-waste goal outlined in the adopted Climate Action Plan. By leading by example, the City aims to reduce greenhouse gas emissions while demonstrating scalable waste reduction strategies for residents, businesses, and other organizations.

Previous Council or Advisory Body Action

On [April 2, 2024](#), the City Council authorized staff to apply for fiscal year 2023-24 TAG Program funding. At the [May 8, 2024](#), IWMA Board of Directors Meeting, the application was approved and the project commenced. Grant funding renews every fiscal year, providing the opportunity for agencies to apply annually.

Public Engagement

Public comment can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting. An opportunity for public comment will also be available at the May 14, 2025 IWMA Board of Directors meeting when the City’s TAG Program funding request is under consideration.

CONCURRENCE

The City’s Finance Department concurs with the findings of this report. The Office of Sustainability and Natural Resources also concurs with staff’s recommendation to utilize grant funding to purchase uniform indoor solid waste, recycling, and organics containers to expand the City’s current waste reduction program and increase landfill diversion efforts.

ENVIRONMENTAL REVIEW

The recommended actions are not a “project” as defined under CEQA Guidelines Section 15378 because the action will not result in any physical change to the environment.

FISCAL IMPACT

Budgeted: No

Budget Year: 2024-25

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal				
Fees				
Other: TAG Program Award	\$10,000			
Total	\$10, 000	\$	\$	\$

There is no fiscal impact associated with the recommended action to authorize staff to pursue a grant funding opportunity with the IWMA for \$10,000 to fund solid waste and recycling infrastructural improvements to increase landfill diversion. The in-kind requirements of the grant will be achieved through contributions of staff time dedicated to facilitating the project, procuring and installing the containers, and reporting the success to the IWMA.

ALTERNATIVES

Council could decide not to authorize the application for the 2024-25 IWMA TAG Program. If Council chooses not to authorize staff to apply for 2024-25 TAG Program funding, staff will continue to seek other funding sources to assist with the implementation of the City's Climate Action Plan.

ATTACHMENTS

A - Fiscal Year 2024-25 Technical Assistance Grant Program Application



TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION

Applicant Information

Organization: City of San Luis Obispo - Utilities Department		
Applicant Name	First: Meg	Last: Buckingham
Applicant Physical Address	Street: 879 Morro Street	
City: San Luis Obispo	State: CA	Zip Code: 93401
Applicant Mailing Address	Street: 879 Morro Street	
City: San Luis Obispo	State: CA	Zip Code: 93401
Primary Contact Name	First: Meg	Last: Buckingham
Title	Solid Waste and Recycling Program Manager	
Work Phone: 805-783-7850	Cell Phone: 805-748-0887	
Email: mbuckin@slocity.org	Total TAG Funding Requested: \$10,000	

Brief Project Description (1-3 sentences)

This grant request is for the purchase of trash, recycling, and organics infrastructure that will contribute towards waste reduction efforts, reduce contamination, and increase landfill diversion in accordance with the City of San Luis Obispo's Climate Action Plan.

Certification:

I declare, under the penalty of perjury, that all information submitted for the San Luis Obispo County Integrated Waste Management Authority's (IWMA's) consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief: ***If applicant is not Officer/Principal, have form signed before returning to IWMA.***

Company Officer or Principal Name	First: Meg	Last: Buckingham
Title: Solid Waste and Recycling Program Manager	Phone:	805-783-7850
Email: mbuckin@slocity.org		
Signature	<i>Meg Buckingham</i> <small>Digitally signed by Meg Buckingham Date: 2025.03.10 10:19:42 -07'00'</small>	



TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION QUESTIONS

Please provide the following information in the order requested. Additionally, limit your response to no more than (3) three pages.

Applicant Name	First: Meg	Last: Buckingham
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1. Provide a description of the project including project goals.

The City requests grant funding to purchase and install two- and three-stream indoor receptacles for trash, recycling, and organics in high-use City facilities to enhance internal recycling efforts.

This grant would support the City's progress toward achieving its ambitious zero waste goal—90% landfill diversion by 2030—as outlined in the adopted Climate Action Plan. By leading by example, the City aims to reduce greenhouse gas emissions while demonstrating replicable waste reduction strategies for residents, businesses, and other organizations.

The new receptacles feature fully customizable signage and messaging tailored to the specific waste streams at each location. Last year, the City successfully implemented these containers in high-priority and high-use facilities. Building on that success, the City seeks to procure and install additional containers this year to expand waste diversion efforts.

These container systems will create new recycling opportunities for staff, increase program participation, and reduce contamination across City facilities.

2. Describe how the grant money will be used to purchase, lease, or rent equipment or pay for services/supplies needed to start and/or expand landfill diversion or source reduction efforts.

The grant funds will be used to purchase 2-stream and 3-stream recycling container systems for key locations, including City Hall, the new Police Station, Fire Station #1, 919 Palm Street, the City Corporation Yard, and the Wastewater Resource Recovery Facility.

Several of these facilities have break rooms that currently lack recycling options. Additionally, the City's Solid Waste and Recycling Program has identified certain locations as high-contamination areas due to issues such as roaming bins, inadequate labeling caused by poor bin and lid design, and the frequent misplacement of labeled lids on incorrect bins by custodial staff.

To address these challenges, the City has selected recycling containers from Recycle Away Systems and Solutions. These containers offer fully customizable signage and a variety of system configurations tailored to meet the specific needs of each location.



Applicant Name	First: Meg	Last: Buckingham
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3. Provide an itemized projected budget (revenues and costs) for the next (3) three years. Included the project’s proposed in-kind contribution. In-kind contributions can be any services or equipment being provided by the applicant such as time, matching funding, etc.

Year 1:
Grant Funds - \$10,000 for bin procurement (bin costs and shipping)
In-kind - Staff time for bin procurement, facilitation, installation, bin auditing no less than quarterly, development and dissemination of custodial training video, and employee training

Year 2:
In-kind - Staff time for bin auditing no less than quarterly, development and dissemination of custodial training video, and employee training

Year 3:
In-kind - Staff time for bin auditing no less than quarterly, development and dissemination of custodial training video, and employee training

No revenues will be received from this effort.

4. Describe how your program will reduce waste, divert waste, and/or conserve landfill space. Also, describe how you will track/measure project milestones in order to meet intended goals.

In 2023, the City engaged the consulting firm ReCREATE to conduct a waste generation and characterization audit of City facilities and operations. The audit revealed that the City's internal diversion rate could be doubled—from approximately 30% to 60%—through proper source separation of discarded materials.

To achieve this, the City plans to install standardized, well-labeled, and color-coded bins that comply with SB 1383 requirements. These bins will be strategically placed in high-traffic employee areas and locations where recycling is currently unavailable or underutilized. This initiative is expected to significantly increase the volume of materials diverted from landfill disposal.

Additionally, the new bins will feature customizable signage that can be periodically updated based on findings from routine visual waste audits. These updates will help address location-specific contamination issues and improve overall waste diversion efforts.

The City will use an Excel-based tracking system to document grant-funded container placements and will conduct regular visual waste contamination audits to monitor progress and ensure program effectiveness.



Applicant Name	First: Meg	Last: Buckingham
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5. How does this project provide new or expanded landfill diversion and/or source reduction opportunities for San Luis Obispo County?

Placing uniformly paired, well-labeled, and SB 1383-compliant color-coded bins in areas with low diversion rates and high employee usage—where existing bin setups are inadequate—is expected to significantly increase the amount of material the City diverts from landfill disposal.

The proposed new bins feature customizable signage that can be easily updated to address location-specific contamination based on periodic audit results. The City has already piloted these bin systems in multiple facilities, receiving highly positive feedback from users.

6. What resources and expertise do you have to complete this project?

The City successfully implemented the first and second phases of this project in 2023 and 2024 and has a comprehensive understanding of the requirements for procuring and installing bin systems at the identified locations.

Extensive surveys and audits of facilities currently utilizing these bins have been conducted, and locations for the next phase have been strategically identified.

The Solid Waste and Recycling Coordinator and Solid Waste and Recycling Manager will dedicate time to overseeing the procurement process, while City Building Maintenance staff will support the installation. Additionally, the program includes custodial training to ensure materials are properly sorted and placed in the appropriate outdoor receptacles.

To supplement the grant funding, the City will utilize its Solid Waste and Recycling Program budget for costs exceeding the grant award, as well as expenses for customized signage.

Note: In addition to responding to the above (6) six items, applicants may provide up to (10) ten pages of supplemental information such as brochures, equipment flyers, etc. Print application and submit the complete packet by US Postal Service. Applications must be date stamped by the application deadline.





Council Agenda Correspondence

DATE: April 1, 2025

TO: Mayor and Council

FROM: Timmi Tway, Community Development Director
Prepared by: Hannah Hanh, Associate Planner
Luke Schwartz, Transportation Manager

VIA: Whitney McDonald, City Manager

SUBJECT: ITEM 8A – REVIEW OF AN INITIATION OF A GENERAL PLAN AMENDMENT, REZONE, AND ANNEXATION TO FACILITATE BROADSTONE VILLAGE, A PHASED RESIDENTIAL PROJECT, AT 12500 AND 12501 LOS OSOS VALLEY ROAD

Staff has received the following questions regarding the Broadstone Village project. Questions with similar themes have been combined in the responses below. The questions are **bolded** with staff's responses shown in *italics*:

Bob Jones Trail

- 1) Why does the project include a realigned Bob Jones Trail extension that runs alongside the LOVR Bypass between LOVR and South Higuera, instead of the previously proposed pathway alignment along San Luis Creek?**

The applicant has proposed a modified Bob Jones Trail alignment that runs parallel to the proposed LOVR Bypass Road primarily for the purposes of placing the trail in a more visible location to reduce potential for undesirable behaviors (i.e. illegal dumping, camping, etc.) and public safety concerns for trail users. The modified alignment would also place the path outside of the creek setback and riparian zone, reducing potential for environmental and flooding concerns. It should also be noted that, while the City allows construction of shared-use paths within creek setbacks with approval of a setback exception request, the City's Active Transportation Plan recommends locating shared-use paths outside of creek setbacks.

The alignment for this particular segment of the Bob Jones Trail was previously evaluated in a 2013 study, which recommended a preferred trail alignment that follows the creek corridor. The 2013 study recommended a Creekside alignment primarily to reduce impacts to the adjacent agricultural fields and farming operations. The 2013 study did note that if the future LOVR Bypass is advanced prior to the Bob Jones Trail construction, the "pathway would align with the Bypass and include separation from the roadway".

Ultimately, the project applicant and staff are supportive of (a) retaining the Bob Jones Trail alignment along the creek as previously approved, (b) aligning the trail parallel to the Bypass Road as proposed in the current Broadstone Village Project Plans, or (c) exploring a hybrid alternative that aligns the trail parallel to the creek along the development site to avoid driveway conflicts before aligning parallel to the Bypass Road south of the development to increase visibility. Attachment A (Bob Jones Trail Alignment Options), included in this correspondence, provides an illustrative map showing these options.

Staff will be seeking input from the Council, Active Transportation Committee, and community to guide further development of the project circulation plans if Council supports initiating this planning effort.

2) How would the proposed relocation of the Bob Jones Trail from the approved Creekside location affect bicycle and pedestrian safety?

The safety benefits of the modified alignment are greater public visibility of the trail and less potential for vagrancy and undesirable behaviors. The trade-off with the modified alignment proposal is that the trail would cross the two Broadstone Village site driveways south of LOVR, which creates a conflict point between vehicles, pedestrians and cyclists. The current design proposal assumes design strategies to minimize conflicts at these driveways, including a raised crosswalk, lighting, and high-visibility crosswalk markings.

The benefits of the previously approved Bob Jones Trail alignment are that the trail would not cross the Broadstone Village site driveways by aligning along the creek. The trade-off would be less visibility of the trail and likely greater potential for public safety concerns.

As noted in a previous response above, the applicant and staff are supportive of the previously approved Bob Jones Trail alignment following the creek, the modified alignment presented with this development proposal that parallels the LOVR Bypass Road, or a hybrid combining features of each alignment. Final designs for the trail would be based on Council direction, as well as additional input from the Active Transportation Committee and community, and the environmental review and analysis of any potential design constraints.

3) Can you provide more detail on why the Bob Jones Trail alignment is being proposed over the previously-approved alignment? How will this work with the approved design for the Higuera Complete Streets project? Do we need to rethink any elements of the three projects in relationship to one another?

As noted in a previous response above, the modified Bob Jones Trail alignment was proposed to increase visibility of the trail for the safety/comfort of trail users, as well as to increase separation between the trail and creek riparian zone to reduce potential for environmental concerns. Staff and the applicant are supportive

of retaining the previously approved alignment or the modified alignment proposal. The Higuera Complete Streets Project includes proposed intersection crossing improvements at the LOVR/Higuera intersection, including addition of a southbound bicycle signal phase. The Bob Jones Trail extension contemplated with this development proposal provides another opportunity for cyclists to cross LOVR but does not conflict with or eliminate the need for the crossing improvements proposed as part of the Higuera Complete Streets Project.

- 4) The applicant indicated three reasons for the BJT realignment:**
- a. Alignment with county land and lack of county permission to build the BJT in the riparian zone.**
 - b. Distance from creek (environmental concerns). Previous approved alignment was too close to the creek.**
 - c. Safety, cleanliness**

In correspondence from members of the ATC and public, there was push back on two of these items. There is a belief that the county had already agreed to the riparian alignment and was not a part of the new proposed alignment. Can you speak to the involvement of the county up to this point and their take on both alignments?

The reasons for the proposed modified Bob Jones Trail alignment are summarized in the previous responses above, as well as confirmation that the applicant and City staff would be supportive of the previously approved alignment or the modified alignment proposal, pending input from the Council, ATC and community. The City has not had direct conversations with the County regarding the modified trail alignment; however, the County has indicated that annexation of the Hayashi Property (APN 076-081-030) by the City would be required to support the proposed LOVR Bypass Road and Bob Jones Trail extension, which would allow the roadway and trail to be designed pursuant to City standards and policy direction.

- 5) Will the connection between the existing BJT and the new BJT be fully separated from LOVR? Rendering on page 290 of the staff report shows separation in the northern new development but seems to move out to LOVR on the city land.**

Final design details for the connection between the existing Bob Jones Trail terminus and the proposed extension south of LOVR will be refined pending input from the Council, Active Transportation Committee, and community. There are opportunities to provide this connection as a Class I bikeway (shared-use path) or via separate Class IV bikeway (protected bike lane) and sidewalks, or a combination of the two, on the north or south sides of LOVR, depending on whether the LOVR Bypass Road and new signalized intersection are recommended for advancement. Either way, the intent is to provide a facility that is physically separated from LOVR traffic.

Environmental Review / Traffic Concerns**6) What environmental impacts would the project foreseeably have on the Hayashi Property? On traffic? On the neighborhoods?**

If Council authorizes the initiation of the project, environmental review will be completed in accordance with CEQA. This would include a range of technical studies to evaluate the potential environmental impacts of the project, and the environmental analysis would be considered by decisionmakers in the future. A formal transportation impact study has not yet been prepared for the development proposal to confirm potential traffic impacts and mitigation requirements. Based on findings of previous traffic studies for other large development projects in this vicinity, it is anticipated that focused analysis will be required for the LOVR/US 101 Interchange, Los Verdes Park driveways, LOVR/S. Higuera intersection and along the S. Higuera corridor, including future considerations both with and without the Prado Road/US 101 Interchange. Further, future traffic analysis scenarios will also assume the Higuera Complete Streets Project has been implemented.

7) The Applicant's project description discusses water modeling that was completed for the project. What is this model and who did the modeling?

The City contracts with Wallace Group Engineering to maintain and provide technical support for the City's hydraulic model. This model allows for impacts to domestic water and fire water service to be evaluated for proposed projects. The water modeling for this specific project was completed by Wallace Group in December 2024. No issues were found to exist with this analysis. Any significant changes in the plans modeled may require additional analyses (Attachment C).

8) Members of the public have remarked that the County has significant flooding concerns about the bypass road. Is there a flooding analysis on their land that would garner that conclusion?

A comprehensive study of the project's impacts on the floodway will occur during the environmental review process if the project review moves forward. Future analysis will identify potential project-related impacts and recommended mitigation strategies for future consideration.

9) Agenda correspondence from the Applicant references future traffic studies. What happens if the future analysis shows untenable traffic flow impacts, can they build without providing any mitigations?

A comprehensive transportation impact study has not yet been prepared for the development proposal. If the Council chooses to authorize further processing of the General Plan Amendment, Rezoning, and Annexation applications, it should be noted that authorization to initiate the project review does not require the Council to approve the final development proposal, as currently presented. If the

project review progresses, there may be changes to the project scope based on new and more detailed information. The pending traffic impact study will identify potential project-related impacts and recommended mitigation strategies to guide future review of project entitlements by the Planning Commission and City Council. Ultimately, if there are traffic impacts that are unacceptable, the project could be denied, approved with conditions, or modified to address impacts.

10)The alternative for no annexations presented on pages 236-237 would result in the construction of more units, but would traffic analysis support the building of the project in that form?

The developer has indicated that without the annexation, they would propose more units, however, the review process, including the environmental and traffic analysis, will inform what is actually proposed or allowed for approval and construction.

A comprehensive transportation impact study has not yet been prepared for the development proposal with or without the potential annexation and LOVR Bypass Road. Based on preliminary due diligence analysis prepared to date, it is likely that without the proposed LOVR Bypass Road, there will be insufficient traffic from the development to warrant installation of a traffic signal at the new site driveways on LOVR. Further, due to proximity of the new site driveways to existing signalized intersections, left-turn movements exiting both the north and south Broadstone Village sites would likely need to be prohibited per City Access Management Standards.

11)Was residential development of this property included in the plans for the Prado Road Interchange? Was residential development of this property included in traffic engineering plans? What would the impact of this project be on traffic congestion? On the neighborhoods near the LOVR and South Higuera intersection?

Transportation studies prepared previously for the Prado Road/US 101 Interchange Project as well as other large development proposals (San Luis Ranch, Avila Ranch, Froom Ranch, etc.) assumed future development of these properties, but with a lower level of density (approximately 160 dwelling units) compared to the current project proposal (409 total dwelling units).

A detailed traffic impact study will be prepared for the current development proposal to identify potential off-site transportation impacts and mitigation recommendations, where appropriate. Based on the findings of other recent transportation impact studies, this traffic study will include increased focus on circulation within the southern portion of the City, including potential impacts on the Los Verdes Park driveways, LOVR corridor (including US 101 Interchange), Higuera Street corridor, and future traffic conditions with and without the planned Prado Road/US 101 Interchange in place.

Annexation

- 12) Is the Hayashi Property (parcel proposed for annexation) currently protected by an Open Space/Conservation easement in the County? If yes, what entity is the easement holder? If no, is it zoned agriculture? When was its last agricultural use?**

Yes – There is an open space easement on a portion of the Hayashi Property as described and accepted by the Board of Supervisors in Resolution No. 81-485 (Attachment B). If annexation of this property is initiated, City staff would be working with County staff to have this easement conveyed from the County to the City as part of the review process. The property is in the County Agriculture land use category (AG) and is currently used for agricultural operations.

- 13) Was the annexation of this property included in the LUCE update or in any specific plan? If yes, which one/s? If no, why not? Was residential development of this property included in the City's General Plan build out plans? If no, how would the additional units impact buildout?**

Annexation of the Hayashi Property is not specifically identified in the 2014 LUCE update. However, the property is eligible for annexation by the City since it is in the City's Sphere of Influence (SOI). It should be noted that all residential development would occur on properties, currently within the existing City limits and urban reserve line (URL), and annexation is only intended to enable construction of the LOVR Bypass along with an extension of the Bob Jones Trail through the north portion of this property. The LOVR Bypass Road was discussed in the 2014 General Plan Circulation Element as a potential connection to be evaluated with any future planning efforts related to the Creekside Special Planning Area. Based on preliminary communications with the County of San Luis Obispo, the County is not interested in pursuing a roadway if the Hayashi Property remains within their jurisdiction. Therefore, the LOVR Bypass (and accompanying trail extension through the Hayashi Property) would only be achieved if the City pursues annexation and facilitates its construction as part of the development project.

As detailed in the staff report, the 2020 Housing Element identified the North Site and South Sites (proposed for residential development) for possible rezoning to the R-3 zone, instead of the currently proposed R-4 zone for both sites. The request for the R-4 zone would result in approximately 55 additional density units, which have not been accounted for in the General Plan, and therefore would be studied for project impacts as part of the review process, if these applications are initiated.

Growth Management**14)What would be the sprawl-inducing impact on our greenbelt?**

The residential development would be located on properties (i.e., North and South Sites) that are currently within the existing City limits and URL. Any improvements outside of the existing City limits and URL are specific to the LOVR Bypass and Bob Jones Trail extension, which would be possible features of the project, if the City Council authorizes processing of the Annexation application. The remaining majority of the Hayashi Property would be designated for agricultural use or as open space and would not induce sprawl outside of the URL. Note – If the annexation request is not supportable and this application is not authorized by the City Council for processing, then the applicant has indicated they would only pursue the residential development project on properties within City limits.

In addition, growth inducing impacts of the project would be analyzed as part of the environmental review processes should the project move forward.

15)What other housing projects are currently entitled? How would this project affect the timing of other projects already in the works, i.e. the Madonna on LOVR property? How would it impact the City's 1% Growth Management Ordinance that the City exceeded this year?

There are over 1,000 housing units currently entitled but not yet constructed in the City. Many of these units are found in Avila Ranch, and the Orcutt Area and Airport Area Specific Plans. In addition, staff has received submittals seeking entitlements for development in the [Froom Ranch Specific Plan](#) area, which includes a total of 809 housing units. Traffic impact studies for large development proposals such as this one, include analysis of the proposed project under existing traffic conditions, as well as future near-term (5-10 year horizon) and cumulative (20 year horizon) conditions, which allows for evaluation of project impacts in conjunction with other planned and approved development projects, such as San Luis Ranch, Avila Ranch and the Froom Ranch Specific Plan.

If the Broadstone project applications are authorized by Council for processing, staff's subsequent review and evaluation would include an analysis of the impacts of these other entitled major planning projects. The phasing schedule of construction associated with the development of the Broadstone project would also be reviewed by staff for consistency with the City's growth management limitations specified in Land Use Element Policy 1.11.2. Any deed-restricted affordable housing units included in the project would not be subject to the City's growth management limitations. It is likely that the Broadstone project will take between 5-10 years to reach completion. At this point, the City will be in a new Housing Element cycle and possibly under updated General Plan Land Use and Circulation Elements.

Project Design**16) Los Verdes Park single entry issues: Are they mandated under state law for fire safety to accept the additional entry point?**

There is no statewide mandate in California that explicitly requires an existing residential development to accept an additional entry point for fire and life safety.

17) Homes appear to be turned away from the riparian area. Is there a reason that they're oriented this way?

This initiation hearing is for early policy consideration. The plans provided by the applicant are preliminary and a full policy analysis of the design will occur should the project move forward. If directed by the Council, staff would work with the applicant if there is desire to incorporate the creek as an amenity in the project design.

Funding**18) How much general fund money would be required to build the proposed bypass road, to extend water/sewer service to the area, provide public safety services, etc.? Can the City afford this expenditure of public funds, given the upcoming projected budget deficits?**

An estimate of general fund needed to support the project would require a fiscal impact study. Since a detailed project description is required to inform the fiscal impact study, and the project description would be affected by whether and how Council chooses to initiate these project applications, this study has not yet been completed. If Council directs staff to process these applications, a fiscal impact study could be required as part of the review process to inform Council's final decision on the project. The fiscal impact study would evaluate ongoing costs associated with maintenance of new infrastructure, services, etc. Additionally, it should also be noted that staff is recommending that no general fund commitments be made to support the construction of the LOVR Bypass as described in the Council Agenda Report.

Airport Land Use Commission**19) Would the Airport Land Use commission have jurisdiction over this property?**

Yes – All three (3) project sites are located entirely or mostly within the boundaries of the Airport Influence Area (AIA), specifically Safety Zone 6 (Traffic Pattern) of the AIA. Since the project includes various legislative applications, review by the Airport Land Use Commission for a consistency determination with applicable standards in the Airport Land Use Plan is required.

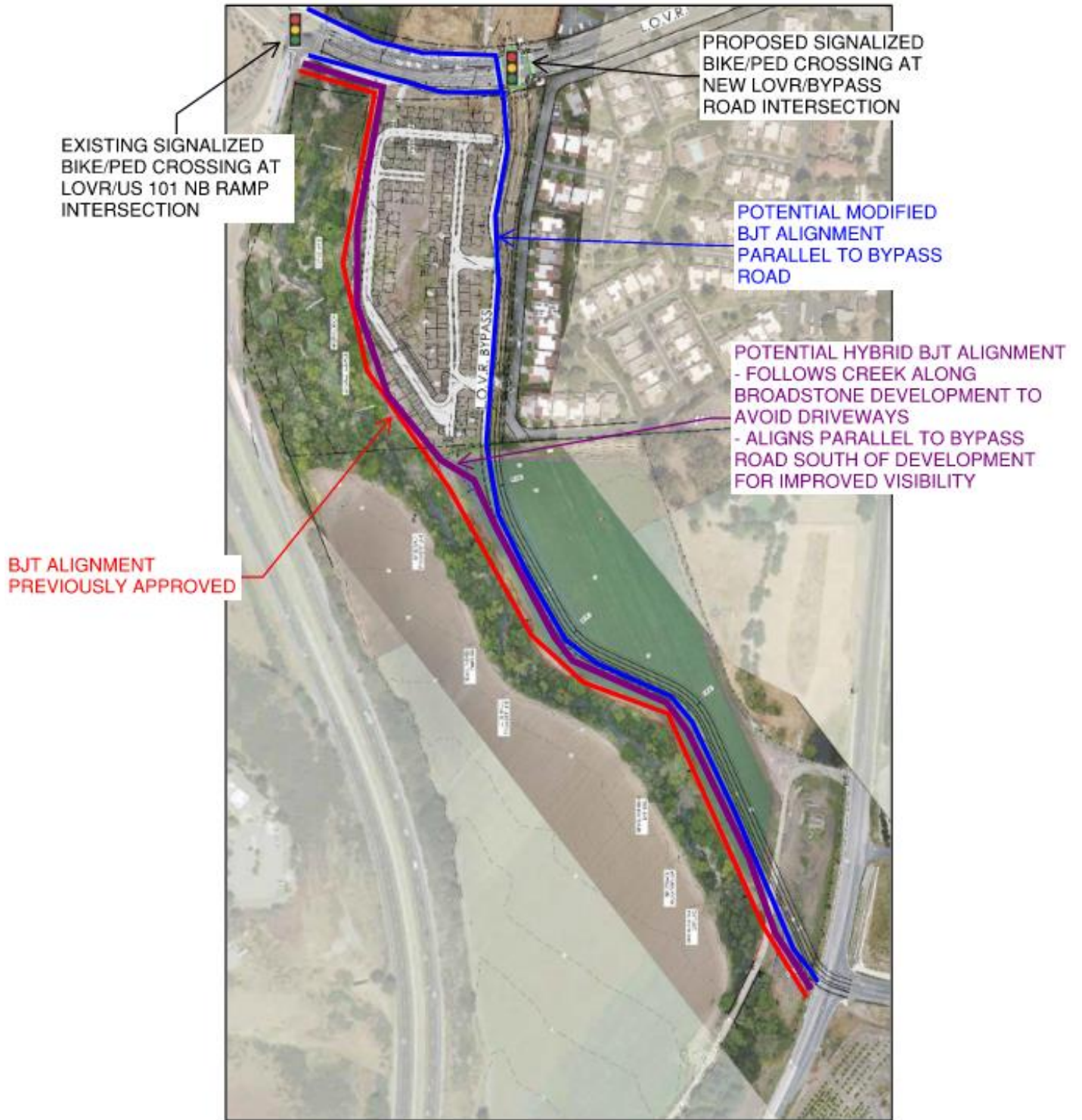
Affordable Housing

20) How many affordable housing units should be considered beyond what is required if we are hoping to get closer to our goal of the additional 1200 needed in the next 3 years? Some correspondence mentioned a reduction in the number of required affordable units because these are designed for seniors.

The affordable units that would be associated with this development, if there are any, are likely to benefit the City in the next housing element cycle, due to the timing of the project. On pages 246-247 of the staff report, staff has provided an analysis of the number of units that would have been required of the project if it did not include a senior housing component (which has exempted it from the City's inclusionary housing ordinance). This analysis is provided to facilitate a conversation about deed restricted units in the project, should the Council wish to provide direction.

ATTACHMENTS

- A – BJT Alignment Options
- B – Open Space Easement
- C – Water Model Results



PROCEEDING REGULATED BY AND
MAY BE REPRODUCED RETURN TO:
CO. CLERK

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Mon day December 7 19 81

PRESENT: Supervisors Jerry Diefenderfer, Kurt P. Kupper, Howard D. Mankins,
Jeff Jorgensen, and Chairmen Steve Mac Elvaine

ABSENT: None

RESOLUTION NO. 81-485

RESOLUTION ACCEPTING DEDICATION OF AN
OPEN-SPACE EASEMENT AND A BUILDING RESTRICTION
WITHIN THE FLOOD HAZARD AREAS SHOWN
ON PARCEL MAP CO 79-218

11955
DOC. NO.
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL
MAR 24 1982
WILLIAM E. ZIMARIK
COUNTY RECORDER
TIME 8:50 PM

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to accept a certain offer to dedicate to the public as open-space all of Parcel 2 on Parcel Map CO 79-218, except those portions designated thereon as a "residential use area", subject to the further limitations and conditions contained on the Map; and

WHEREAS, the County of San Luis Obispo has been duly requested to accept a certain grant and offer to dedicate to the County of San Luis Obispo the right to restrict the erection of buildings or other structures within the flood hazard areas shown on Parcel Map CO 79-218; and

WHEREAS, the County Engineer by letter dated November 30, 1981, has duly recommended that the Board of Supervisors accept the offers of dedication to the public of open-space land and the building restrictions within the flood hazard areas shown on Parcel Map CO 79-218.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the Board of Supervisors finds and determines that the preservation of the land offered for dedication to the public as open-space on Parcel Map CO 79-218 is consistent with the General Plan of the County; that the land is essentially unimproved and if retained in its natural state has scenic value to the

CO-44

2385-875

public and is valuable as a watershed, and the offer of dedication contained on the Map contains appropriate covenants to that end; and that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in neighboring urbanized areas.

2. That the Board of Supervisors finds and determines that the restriction upon the erection of buildings or other structures within the flood hazard areas shown and delineated on Parcel Map CO 79-218 is consistent with the General Plan of the County; that the flood hazard areas are essentially unimproved and if retained in their natural state have scenic value to the public and are valuable as a watershed, and the grant and offer of dedication contained on the Map contains appropriate covenants to that end; and that it is in the public interest that the flood hazard areas be retained in their natural state because such land in its natural state will add to the amenities of living in neighboring urbanized areas.

3. That the offer to dedicate to the public as open-space, the land as shown on Parcel Map CO 79-218 as filed in Book 31, Page 35 in the office of the County Recorder, is hereby accepted.

4. That the grant and offer to dedicate to the County of San Luis Obispo the right to restrict the erection of buildings or other structures within the flood hazard areas as shown on Parcel Map CO 79-218 as filed in Book 31, Page 35 in the office of the County Recorder, is hereby accepted.

5. That the Clerk of the Board of Supervisors is authorized and directed to record a copy of this resolution in the office of the County Recorder of the County of San Luis Obispo.

Upon motion of Supervisor Diefenderfer, seconded by Supervisor Mankins, and on the following roll call vote, to-wit:

AYES: Supervisors Diefenderfer, Mankins, Kupper, Jorgensen, Chairman
Mac Elvaine

NOES: None

ABSENT: None

ABSTAINING: None

The foregoing resolution is hereby adopted.

Steve MacLean
Chairman of the Board of Supervisors

ATTEST:

James B. Lindholm, Jr.
Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: /s/ James B. Orton
James B. Orton
Deputy County Counsel

Dated: November 30, 1981

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss

I, FRANCIS M. COONEY, County Clerk of the above
entitled County, and Ex-Officio Clerk of the Board of
Supervisors thereof, do hereby certify the foregoing to
be a full, true and correct copy of an order entered in the
minutes of said Board of Supervisors, and now remain-
ing of record in my office.

Witness, my hand and seal of said Board of Super-
visors this 16 day of December
19 81

FRANCIS M. COONEY
County Clerk and Ex-Officio Clerk of the
Board of Supervisors
By: *Francis M. Cooney*
Deputy Clerk

URE 11-24-81

OWNER'S CERTIFICATE

We, the undersigned, hereby certify that we are all the owners of, and all recordholders of security interest in, and all parties having any record title in the real property included within the subdivision and project shown on this map, and that each of us does hereby consent to the filing and/or recordation of this map. WE HEREBY DEDICATE TO THE PUBLIC AS OPEN-SPACE ALL OF PARCEL 2, EXCEPT THOSE PORTIONS DESIGNATED ON THE MAP AS 'RESIDENTIAL USE AREAS', BEING THE COMMON AREA, RESERVING TO THE OWNER, ITS SUCCESSORS and assigns the right to use the underlying land for recreational purposes, agricultural purposes and vehicular access, provided however, that said use shall not interfere with the open-space use of said lot; and provided that no improvements other than landscaping, agriculture, or recreational facilities shall be placed upon said land without the approval of the County; and provided further that the approval of the Grantee of any improvement shall not constitute an abandonment of the open-space use, and we hereby grant and dedicate to the County of San Luis Obispo the right to restrict the erection of buildings or other structures within those AREAS DESIGNATED ON THE MAP AS FLOOD HAZARD AREAS. WE HEREBY GRANT TO SOUTHERN CALIFORNIA GAS CO. AN EASEMENT FOR PIPELINE PURPOSES AS SHOWN ON THE ATTACHED MAP.

Thomas M James
THOMAS M JAMES, EXECUTOR FOR THE ESTATE OF LUIZ ANTHONY PEREIRA, DECEASED

NOTARIAL

State of California)
Santa Barbara)
County of San Luis Obispo)

On this 11 day of November, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS M. JAMES known to me to be the Executor of the estate of Luiz Anthony Periera, deceased and acknowledged to me that pursuant to an order of the Superior Court of the State of California, in and for the County of San Luis Obispo, in Case No. 17568, he signed and executed the within instrument on behalf of said estate.

Jane D Calder
NOTARY PUBLIC



TRUSTEE CERTIFICATE

THE FEDERAL LAND BANK OF BERKELEY, a Corporation, as trustee under a deed of trust recorded December 2, 1975 in Book 1866 of Official Records at Page 115.

NOTARIAL

State of California)
County of Santa Barbara)

On this 11 day of November, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared John J. Spano known to me to be the President and Special Agent known to me to be the Secretary of THE FEDERAL LAND BANK OF BERKELEY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation herein named and acknowledged to me that such corporation executed the same, as trustee.

Jane D Calder



BOARD OF SUPERVISORS CERTIFICATE

I do hereby certify that the Board of Supervisors of the County of San Luis Obispo, State of California, did, on November 11, 1981, approve this map of Co-79-218 in accordance with the provisions of the Subdivision Map Act and the offers of dedication shown hereon for open-space and building restriction on the flood hazard area for a 100-year storm were accepted on behalf of the public.

Dated: December 15, 1981

John Carrey
Clerk of the Board of Supervisors
County of San Luis Obispo
State of California

RECORDERS CERTIFICATE

Filed this 18th day of DECEMBER, 1981, at 8:01 A.M., in Book 31 of Parcel Maps at Page 35, at the request of Terence Orton. Doc. No. 58628. Fee \$800.

William E. Zimark by: Lynda Oliveira
County Recorder Deputy

ENGINEER'S CERTIFICATE

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of David Periera on June 1981. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any.

Terence K. Orton 11/12/81
Terence K. Orton, P.E. 21807

COUNTY SURVEYOR'S CERTIFICATE

This map conforms with the requirements of the Subdivision Map Act and local ordinances.

Dated: 1 Dec 1981
J.C. Patton
County Surveyor, R.C.E. 10197

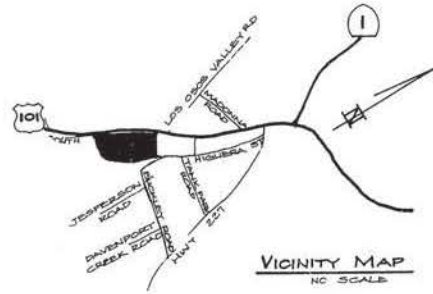
**PARCEL MAP
CO-79-218**

BEING PORTION OF LOT 38 OF RANCHITA DE SANTA FE IN TOWNSHIP 31 SOUTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

REQUESTED BY: DAVID PERIERA
PREPARED BY: WESTLAND ENGINEERING COMPANY
755 FRANCIS STREET
SAN LUIS OBISPO, CA 93401
(805) 541-2394

JULY 1981

SHEET 1 OF 2



VICINITY MAP
NO SCALE

TITLE INSURANCE - 127482

REFERENCES

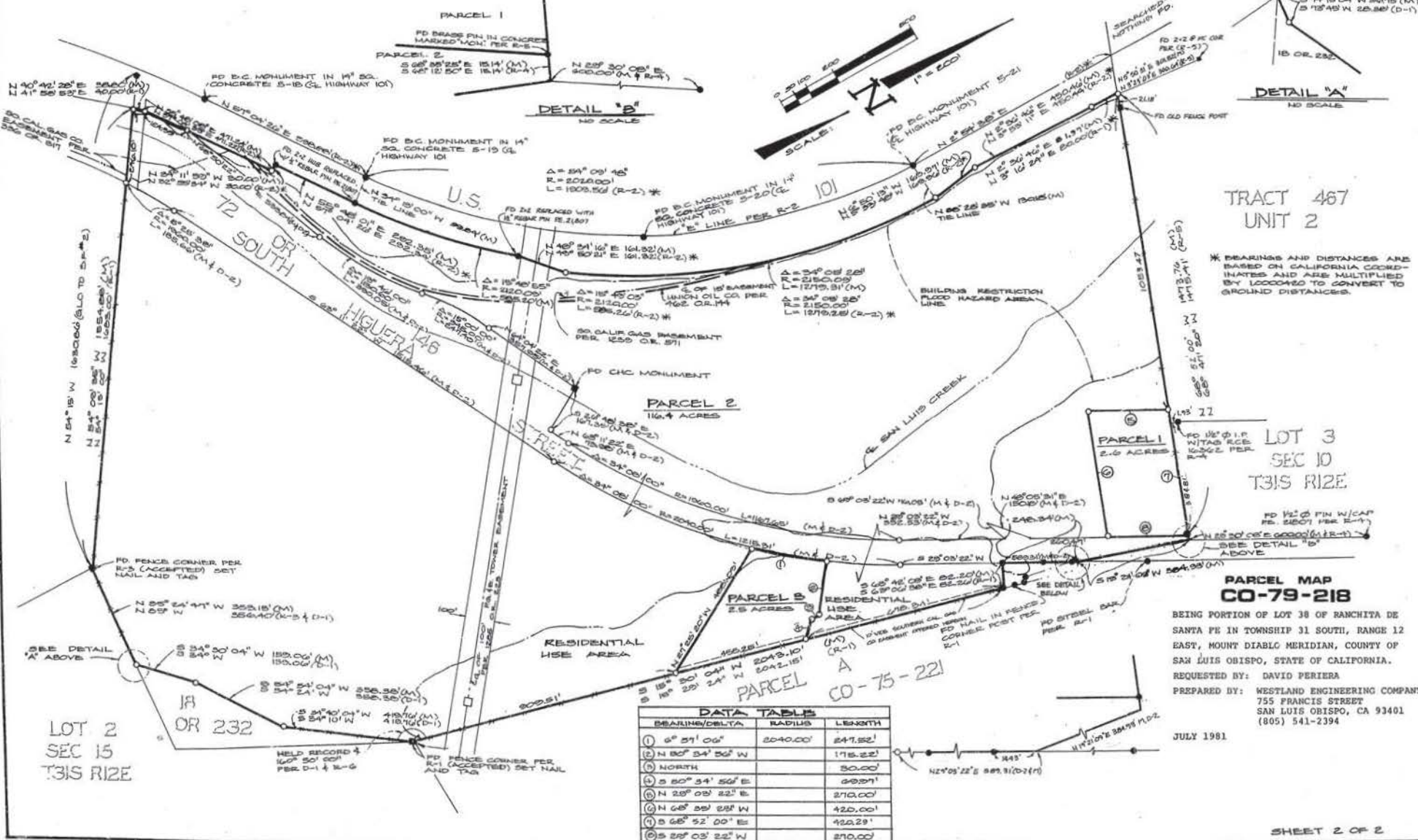
- R-1 34 RS 85
- R-2 STATE HWY MAPS, PR. 21, 28
- R-3 21 RS 8
- R-4 35 RS 21
- R-5 9 PA 08
- R-6 GOVT TOWNSHIP PLAT FOR T31S R12E
- D-1 18 DEEDS 232
- D-2 12 OR 149

LEGEND

- SET 1/2" Ø REBAR PIN W/TAG P.E. E1801
- FOUND AS NOTED
- FOUND 1/2" Ø REBAR PIN W/TAG L.S. 2017 PER R-1 UNLESS OTHERWISE NOTED
- FLOOD RESTRICTION
- FLOOD HAZARD AREA LINE
- UNIKAL OIL CO. EASEMENT
- SO CALIF GAS CO. EASEMENT

BASIS OF BEARING

THE BASIS OF BEARING WAS TAKEN BETWEEN TWO FOUND MONUMENTS AND IS NOTED TO BE N 20° 03' 22" E PER 24' RS 85.



TRACT 467
UNIT 2

* BEARINGS AND DISTANCES ARE BASED ON CALIFORNIA COORDINATES AND ARE MULTIPLIED BY LOGCOEFF TO CONVERT TO GROUND DISTANCES.

**PARCEL MAP
CO-79-218**

BEING PORTION OF LOT 38 OF RANCHITA DE SANTA FE IN TOWNSHIP 31 SOUTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.
REQUESTED BY: DAVID PERIERA
PREPARED BY: WESTLAND ENGINEERING COMPANY
755 FRANCIS STREET
SAN LUIS OBISPO, CA 93401
(805) 541-2394
JULY 1981

DATA TABLE

BEARING/Delta	RADIUS	LENGTH
① 6° 27' 06"	2040.00'	247.52'
② N 80° 24' 50" W		175.22'
③ NORTH		30.00'
④ S 80° 34' 50" E		202.01'
⑤ N 28° 02' 22" E		270.00'
⑥ N 68° 59' 28" W		420.00'
⑦ S 68° 52' 00" E		420.29'
⑧ S 28° 03' 22" W		270.00'



MEMORANDUM

Landstone Partners XV LLC
 Bypass Rd Bike Path Alt Analysis – 1763-0001

Date: December 13, 2024
To: Ricardo Gomez, RRM
From: Kari Wagner, PE
 Travis Vazquez, PE
Subject: Water Modeling Analysis for Broadstone Village

- CIVIL AND TRANSPORTATION ENGINEERING
- CONSTRUCTION MANAGEMENT
- LANDSCAPE ARCHITECTURE
- MECHANICAL ENGINEERING
- PLANNING
- PUBLIC WORKS ADMINISTRATION
- SURVEYING / GIS SOLUTIONS
- WATER RESOURCES

Wallace Group was requested by Ricardo Gomez of RRM Design Group to provide hydraulic data for the proposed Broadstone Village development located at 12500 Los Osos Valley Road. The proposed residential development is split by Los Osos Valley Road (LOVR) into two sites– the north site is bound by LOVR to the south, Los Verdes Dr to the east, Chuparrosa Dr to the north, and San Luis Obispo Creek to the west, see Attachment A for the Utility Plan. The southern site is contained by LOVR to the north, Los Palos Dr. to the east, an agricultural field to the south, and San Luis Obispo Creek to the west. Figure 1 shows the proposed site and the City of San Luis Obispo (SLO) Edna Saddle water pressure zone in teal.

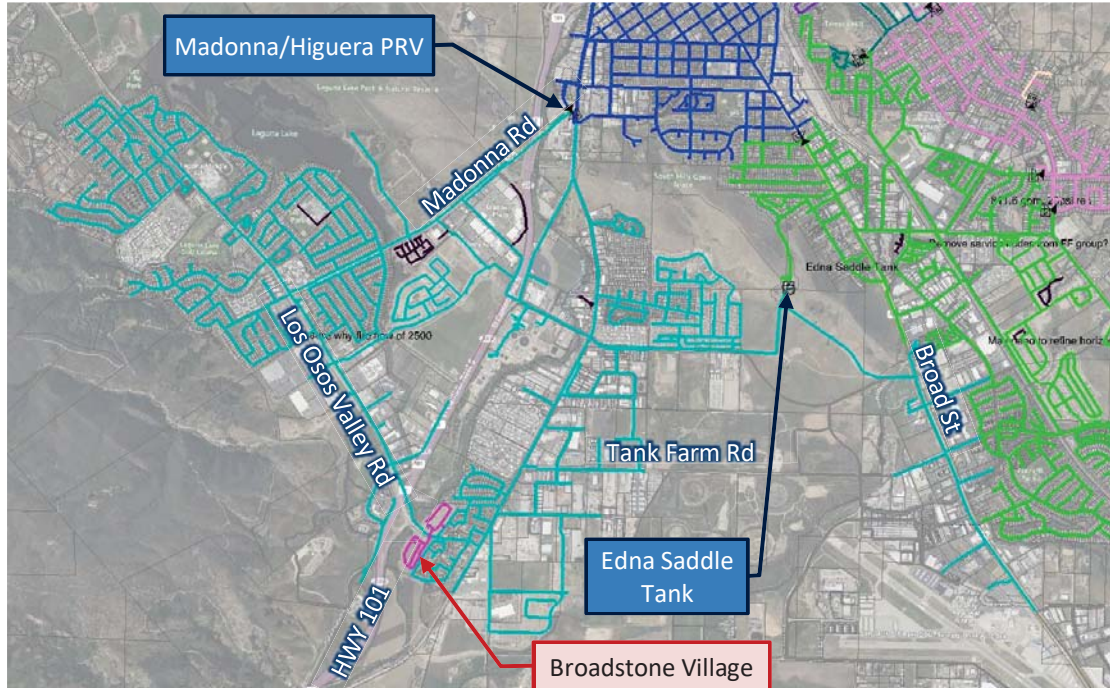


Figure 1. Overview of the City Edna Saddle pressure zone and location of Broadstone Village.

WALLACE GROUP
 A California Corporation

612 CLARION CT
 SAN LUIS OBISPO
 CALIFORNIA 93401

T 805 544-4011
 F 805 544-4294

www.wallacegroup.us

Site Description

Both sites propose separate private domestic and fire water systems, each 8-inch diameter. On the north site, there will be two connections to the existing City of San Luis Obispo network: one connection to the existing 18-inch ductile iron pipe at LOVR, and the other to the existing 8-inch PVC at Los Verdes Drive.

The southern site proposes a new 12” public water main from the 18-inch ductile iron pipe in LOVR through the frontage of the property. The 8-inch private domestic and fire water systems connect to the proposed 12-inch public water main at two locations to create a looped network. An 8-inch public main is proposed to connect the new 12” public water main to the existing City 8-inch main in Los Palos Drive. See Figure 2 in the following section.

To obtain the requested data, Wallace Group used the hydraulic water model developed for the preparation of the December 2015 Final Water Master Plan (WMP). The model was updated and calibrated in October 2022. The model results presented below include the following:

- To estimate the pressure losses at the 8-inch backflow prevention devices as shown on the utility plan, a loss curve from an 8-inch Wilkins Model 375 Reduced Pressure Principle Assembly was built into the model.
- All proposed pipe is assumed to be PVC, with a Hazen-Williams C factor of 150

The following information is reflective of the water pressures and flows available at the proposed Broadstone Village:

Water Distribution System Information

Pressure Zone	Edna Saddle
Water Supply	Edna Saddle Tank Madonna/Higuera PRV
Tank Elevation during Average Day Demand (ADD)	345’
Tank Elevation during Maximum Day Demand (MDD)	339’
Tank Elevation during Peak Hour Demand (PHD)	333’
Madonna/Higuera PRV HGL	340’
Development Elevation	Varies from 103’ to 114’
Required Fire Flow (FF) for high density residential per the WMP	2,000 gpm

Note: required FF is without fire sprinklers, Fire Marshall has final say on required FF.

Water Model Results

Figure 2 shows the proposed (pink) and existing (teal) water mains as modeled in WaterCAD. Note that while each site will have parallel plumbing (separate fire and domestic systems), only the fire system was built into the model being that fire flow demands greatly surpass domestic demands; the fire system is the hydraulically critical one of the two.

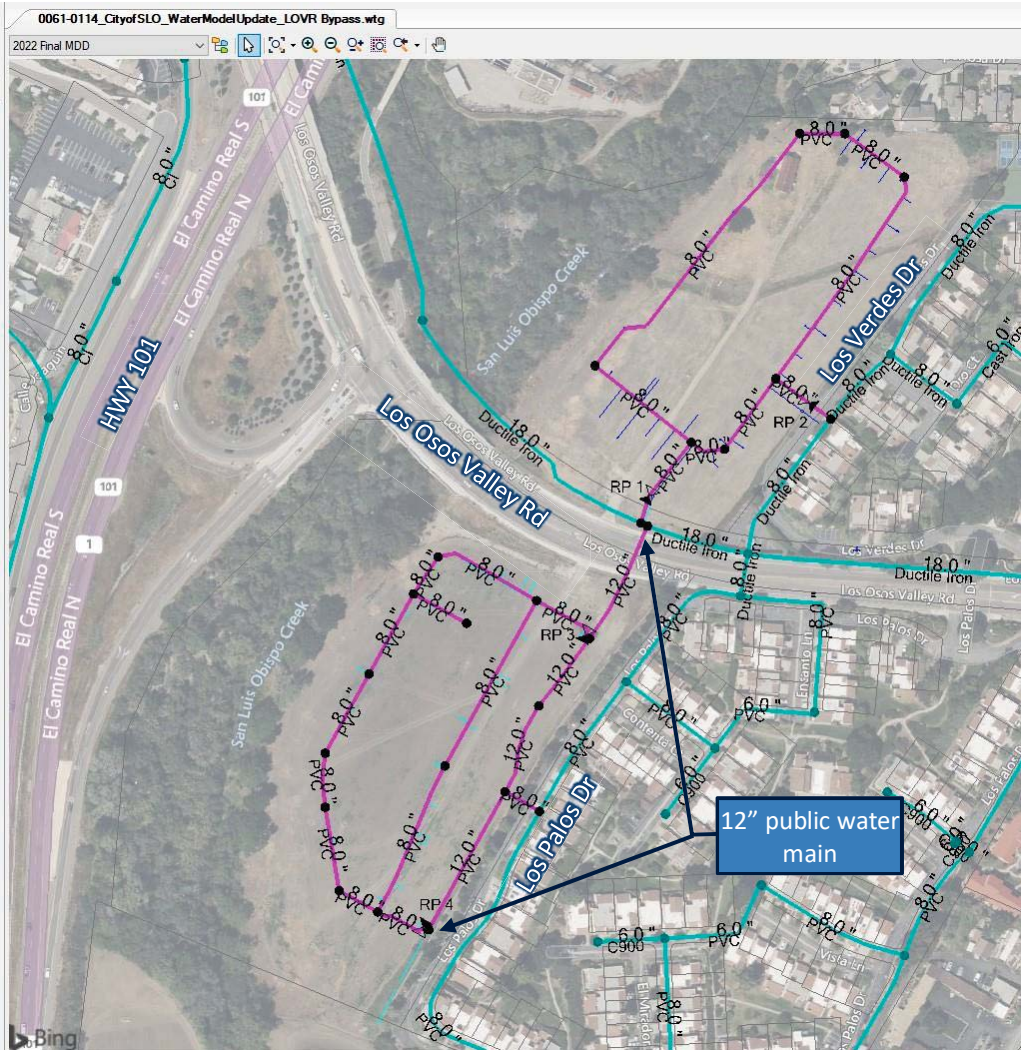


Figure 2. Overview of proposed water system.

Elevations for each junction were assigned based on the “finish floor” elevations of the nearby pads per Attachment A, to represent the approximate pressure available at each unit. The assumed elevations are displayed in Figure 3 and Figure 4.

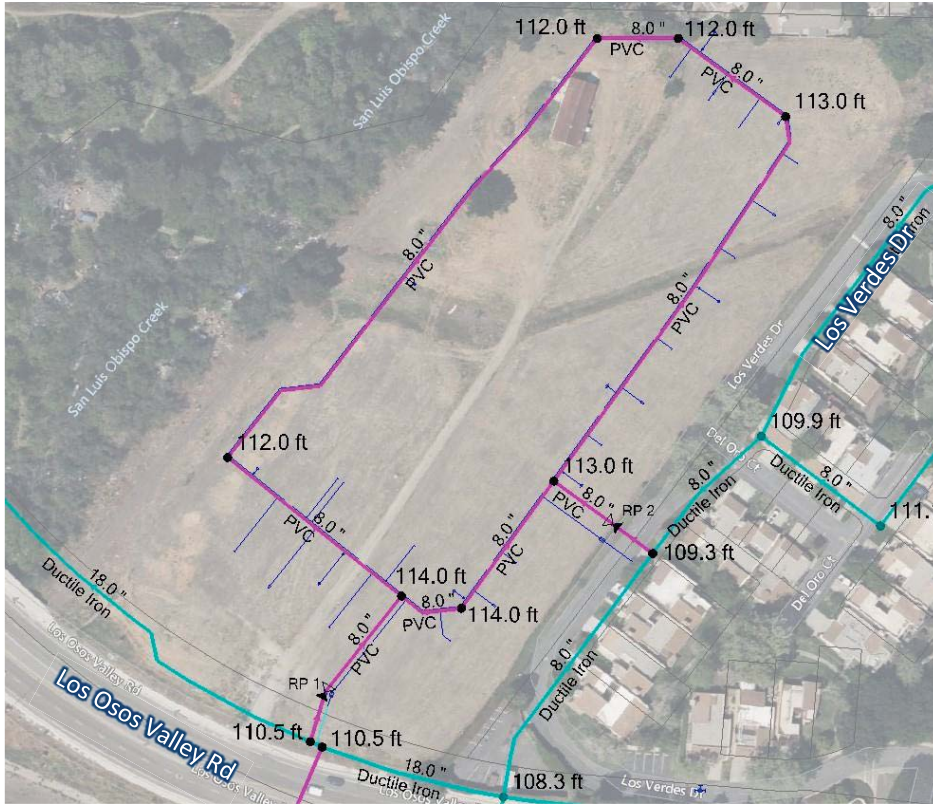


Figure 3. Junction elevations for the north site.



Figure 4. Junction elevations for the south site.

Pressures During Average Day Demand (ADD)

Pressures during ADD range from 91-103 psi.

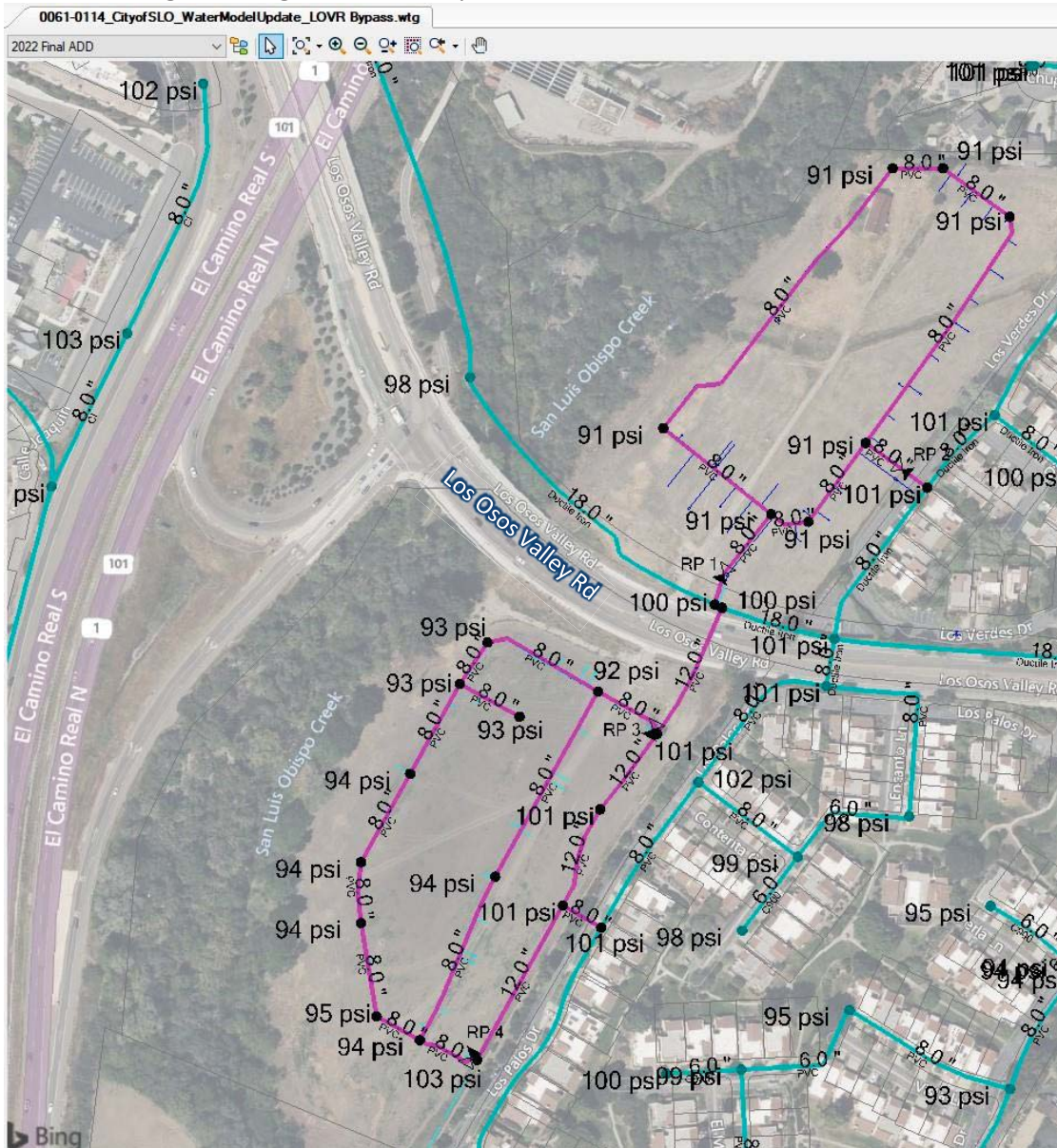


Figure 5. Pressures during ADD.

Pressures During Max Day Demand (MDD)

Pressures during MDD range from 89-101 psi.

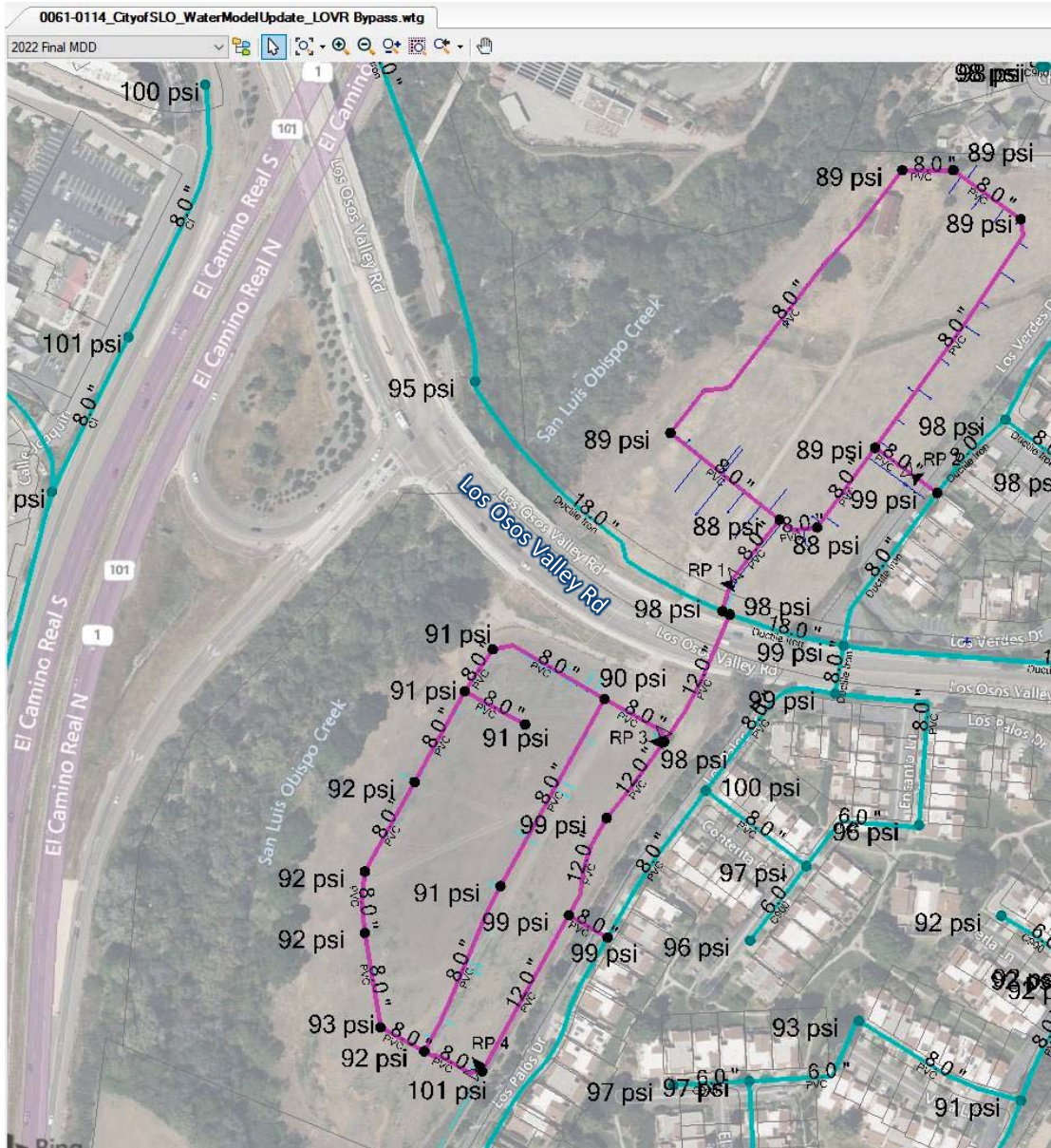


Figure 6. Pressures during MDD.

Pressures during Peak Hour Demand (PHD)

Pressures range from 83-96 psi

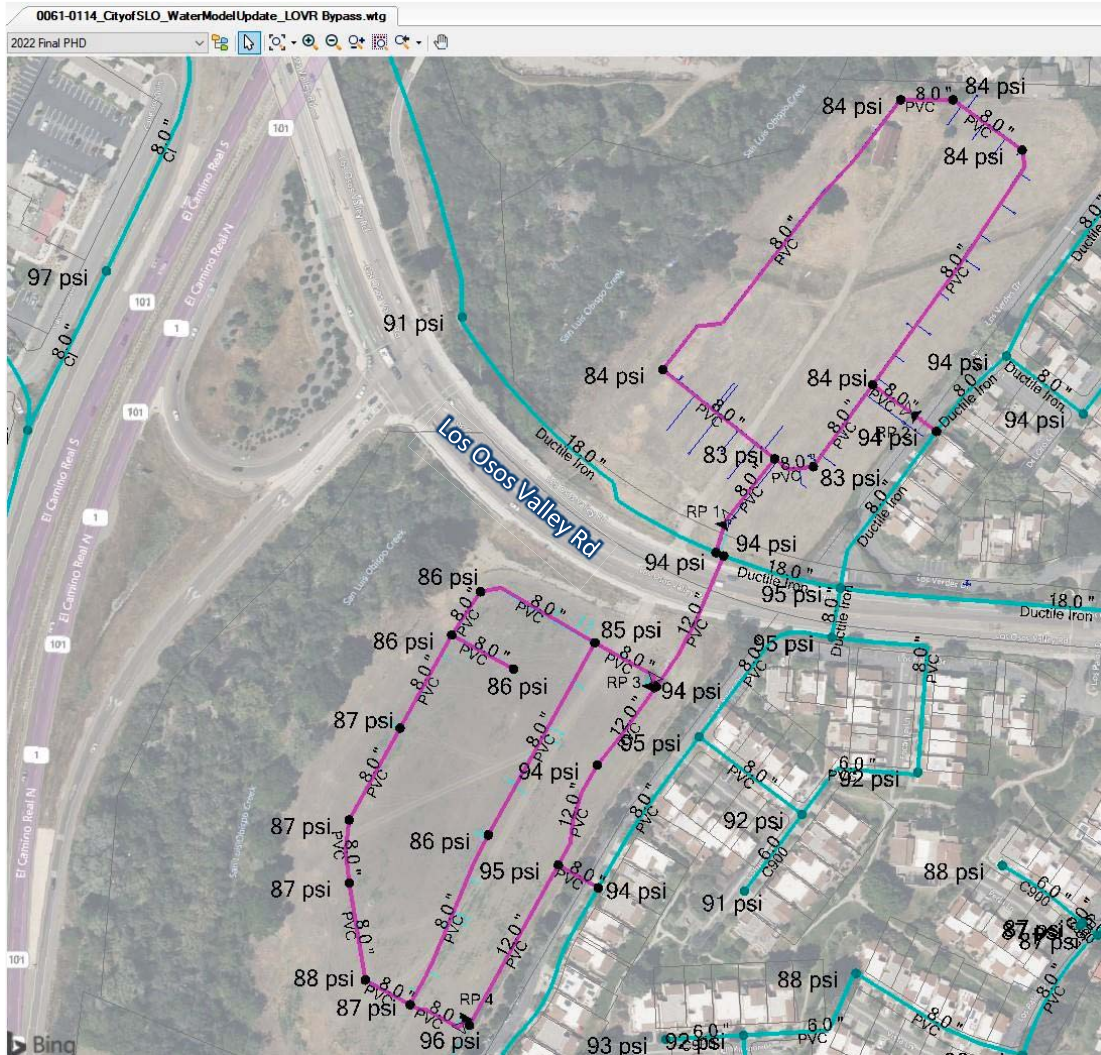


Figure 7. Pressures during PHD.

Available Fire Flow During MDD

Available fire flow at each junction is shown in Figure 8 and Figure 9. These values represent the maximum fire flow that can be supplied at the junction without dropping pressure anywhere in the system below 20 psi. Note this does not represent the flow available out of any single hydrant, as it does not account for any losses through the hydrant valve, body, or orifice; these values represent the flow that the water mains can deliver without dropping below 20 psi. The lowest available fire flow of 5,200 gpm is at the north end of the north site; this significantly exceeds the highest requirement of 2,000 gpm for high density residential.

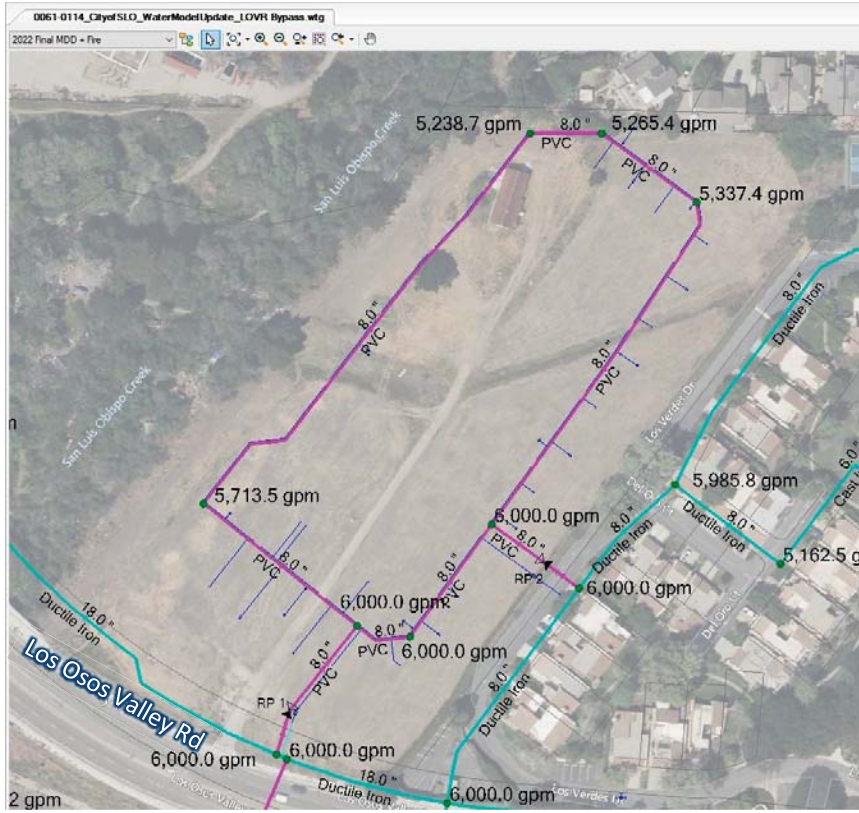


Figure 8. Available fire flow at 20 psi residual, north site.

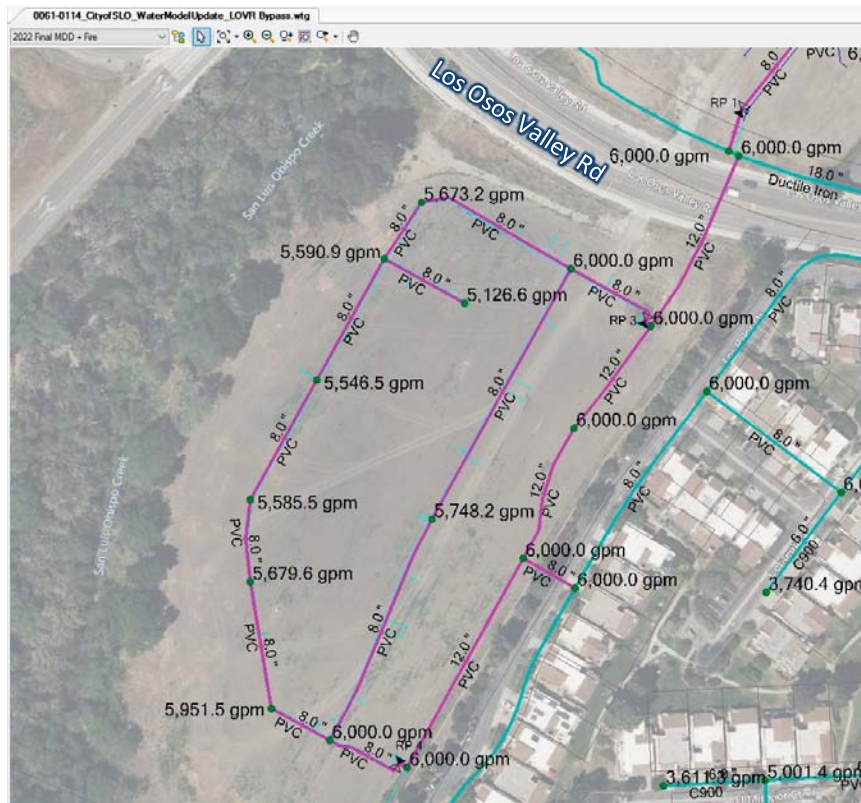


Figure 9. Available fire flow at 20 psi residual, south site.

Residual Pressure at Fire Flow Needed – North Site

Figure 10 and Figure 11 show the residual pressure at the total fire flow needed – 2,000 gpm. Note that these results reflect a single fire flow occurring at a time for each junction.

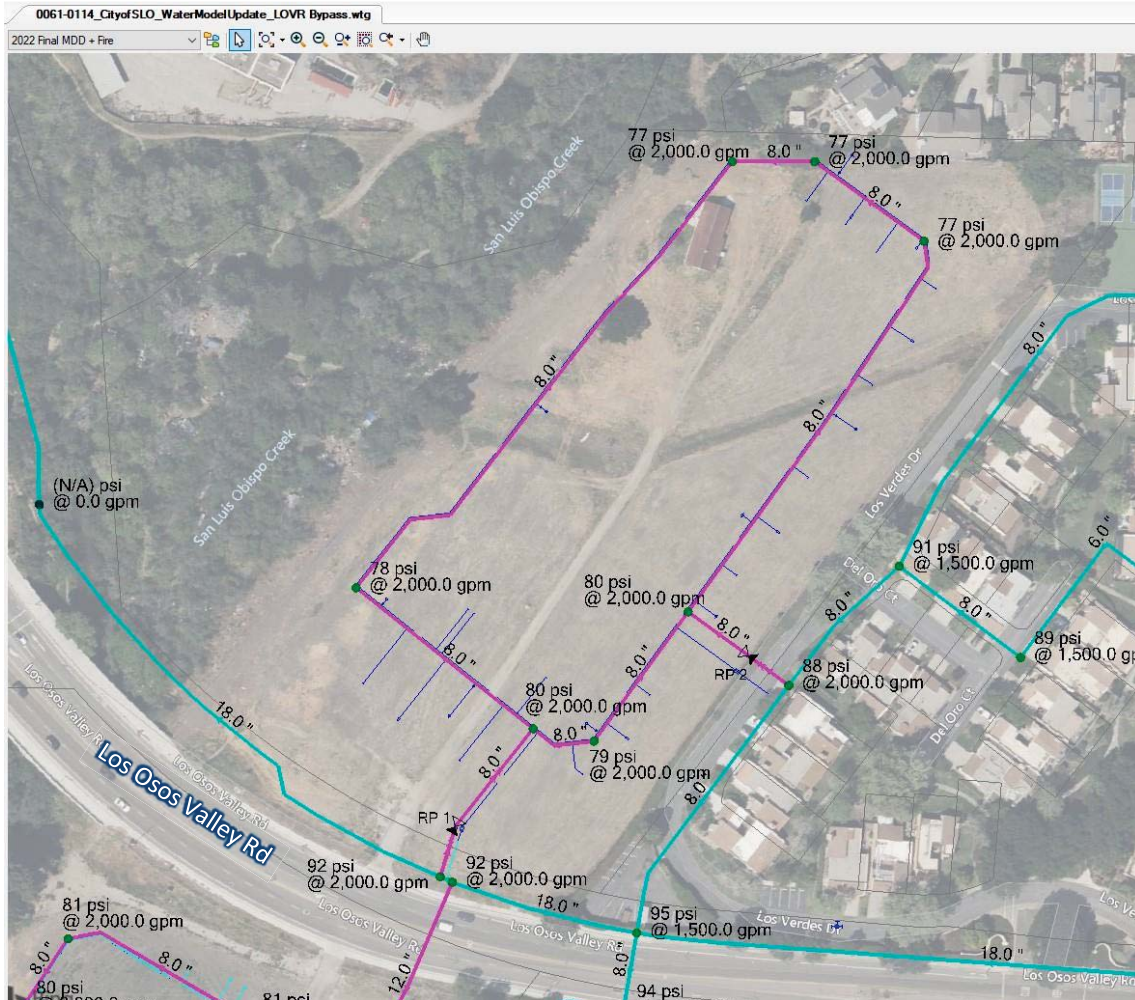


Figure 10. Residual pressure at fire flow needed, north site.

Residual Pressure at Fire Flow Needed – South Site

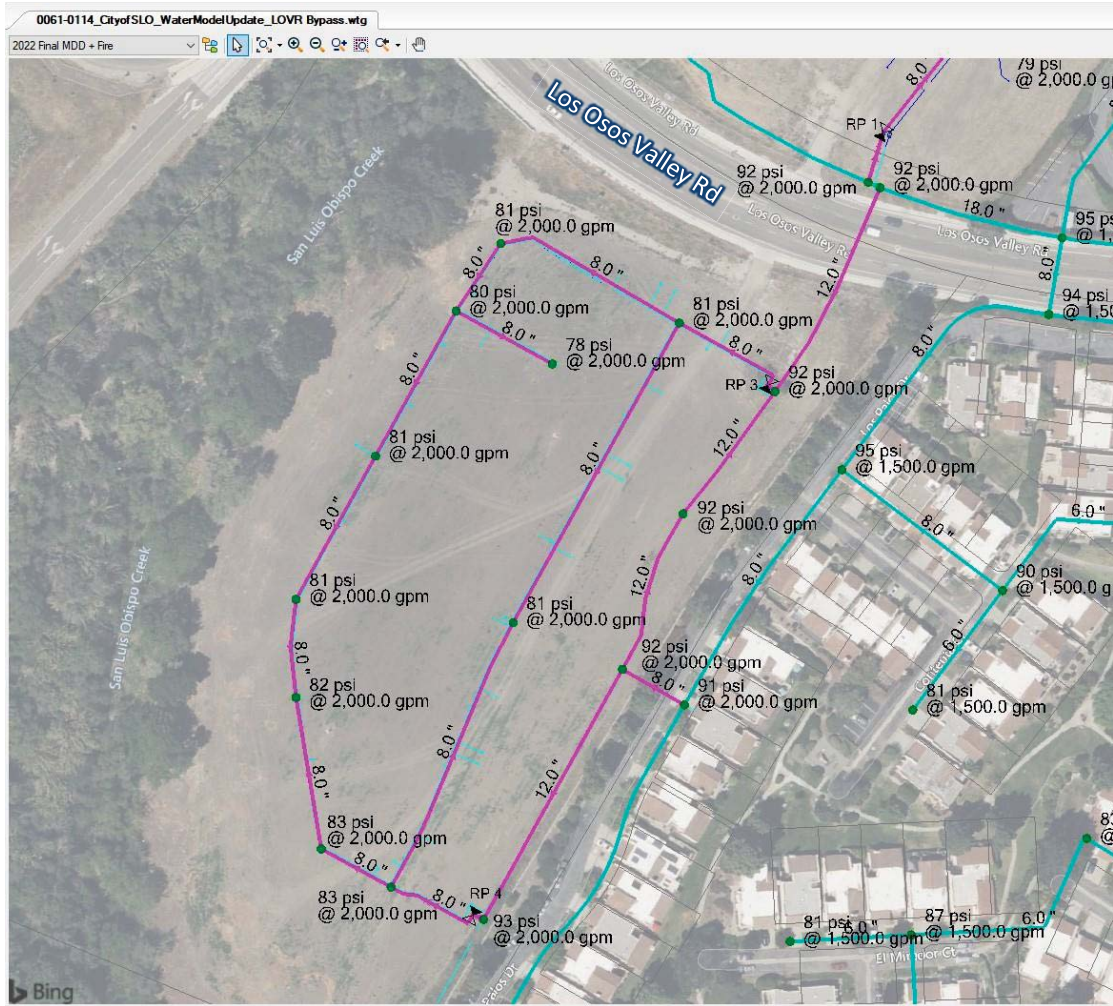


Figure 11. Residual pressure at fire flow needed, south site.

Discussion

Static pressures for all scenarios are above 80 psi, therefore per California Plumbing Code individual pressure reducing valves (PRVs) will be required at each domestic service. Alternatively, a PRV can be installed at each connection to the City main on the domestic systems (immediately downstream the backflow prevention device) to create a lower pressure zone below 80 psi on the private systems.

The proposed water system will have positive impacts on the City of SLO water system due to the new 12" City water main which creates an additional loop to the Edna Saddle pressure zone.

Please let me know if you have any questions regarding the data provided. You can contact me at (805) 544-4011. Thank you.

Sincerely,

Wallace Group

Prepared By:

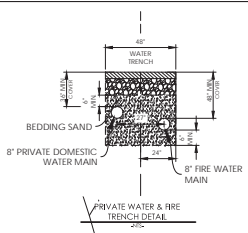
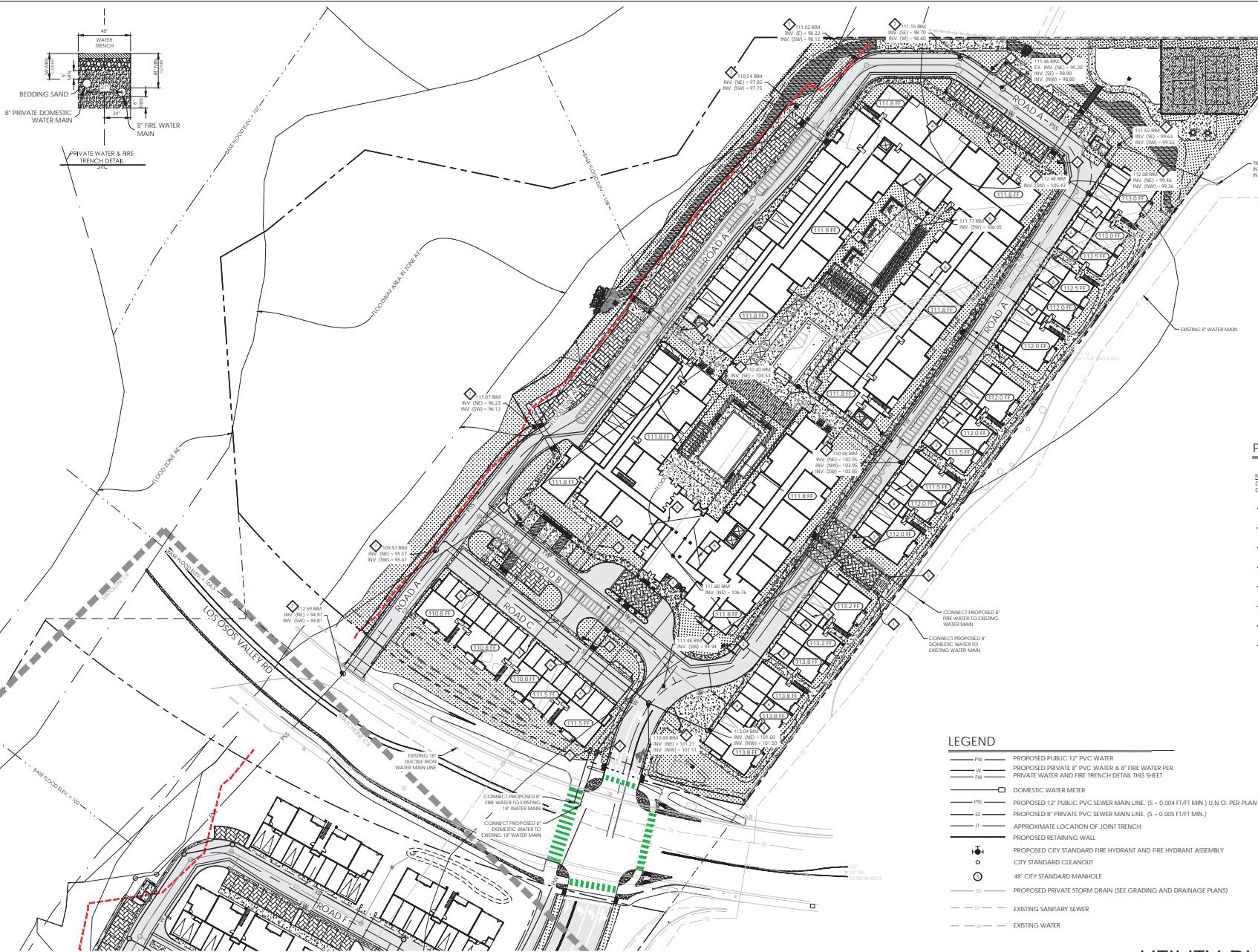


P.E. 66026

_____ of Water Resources



ATTACHMENT A UTILITY PLAN



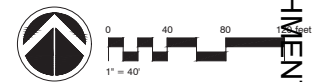
PRELIMINARY KEY NOTES

NOTE: UTILITIES ARE IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN JOSE C880-P0 STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

- ◆ 8" REDUCE PRESSURE PRINCIPLE BACKFLOW DEVICE PER STD. 6550
- ◆ FIRE HYDRANT ASSEMBLY PER STD. 6310
- ◆ DOMESTIC 2" WATER SERVICE AND METER PER 6210
- ◆ 4" FIRE WATER SERVICE PER STD. 6530
- ◆ 8" DOUBLE CHECK BACKFLOW PREVENTION DEVICE PER STD. 6420
- ◆ SEWER LATERAL SERVICE PER STD. 6810
- ◆ 48" SEWER MANHOLE PER STD. 6610
- ◆ SEWER CLEANOUT PER STD. 6710

LEGEND

- PW — PROPOSED PUBLIC 12" PVC WATER
- W — PROPOSED PRIVATE 8" PVC WATER & 8" FIRE WATER PER PRIVATE WATER AND FIRE TRENCH DETAIL THIS SHEET
- FW — PRIVATE WATER AND FIRE TRENCH DETAIL THIS SHEET
- DOMESTIC WATER METER
- PPS — PROPOSED 12" PUBLIC PVC SEWER MAIN LINE. (S = 0.004 FT/FT MIN.) U.N.O. PER PLAN
- SS — PROPOSED 8" PRIVATE PVC SEWER MAIN LINE. (S = 0.005 FT/FT MIN.)
- JT — APPROXIMATE LOCATION OF JOINT TRENCH
- RW — PROPOSED RETAINING WALL
- ◆ PROPOSED CITY STANDARD FIRE HYDRANT AND FIRE HYDRANT ASSEMBLY
- CITY STANDARD CLEANOUT
- 48" CITY STANDARD MANHOLE
- SD — PROPOSED PRIVATE STORM DRAIN (SEE GRADING AND DRAINAGE PLANS)
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER



NOVEMBER 22, 2025

**UTILITY PLAN - NORTH
BROADSTONE VILLAGE**

ATTACHMENT C7

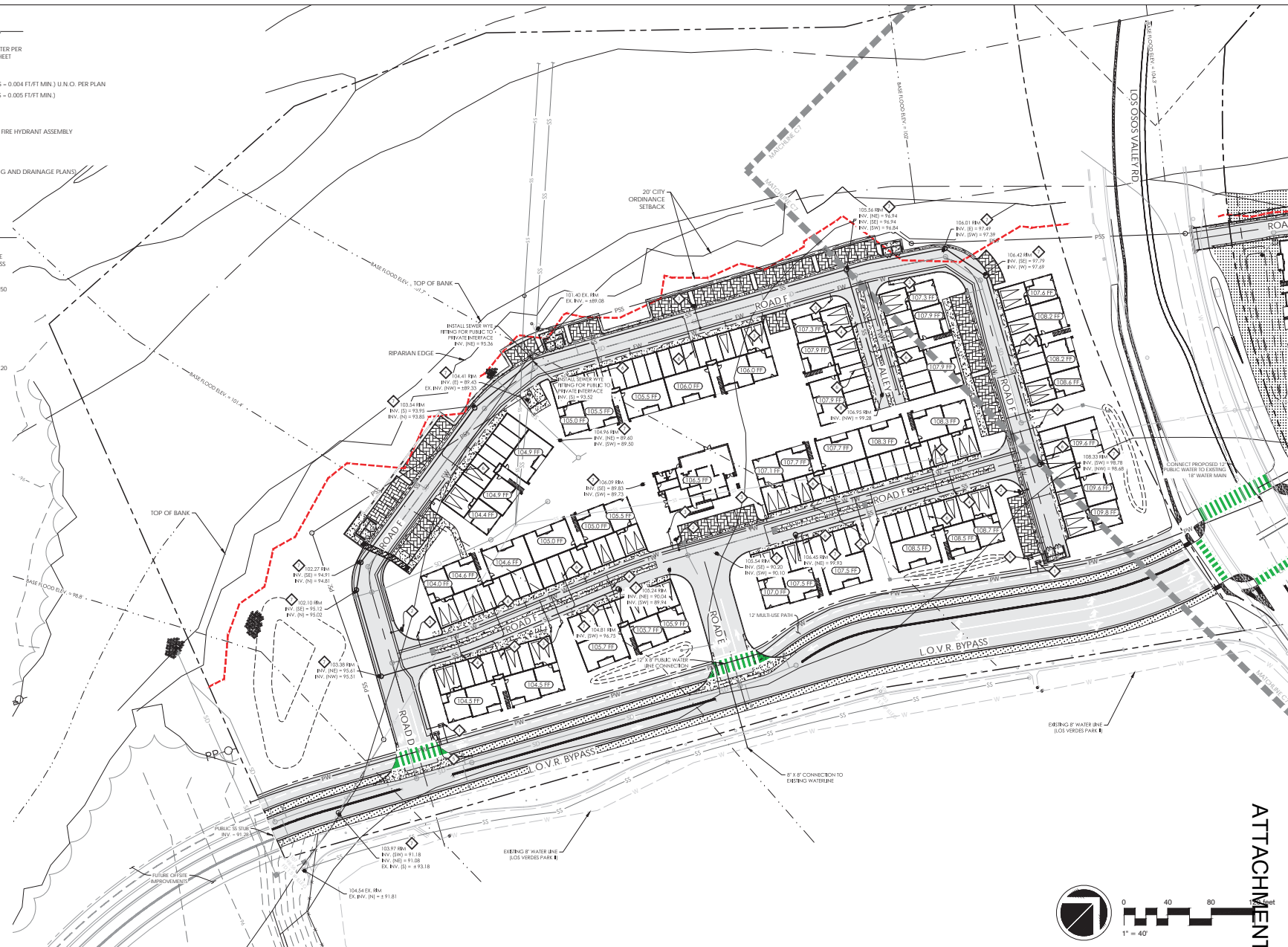
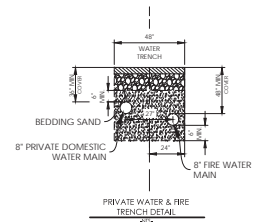
LEGEND

- PROPOSED PUBLIC 12" PVC WATER
- PROPOSED PRIVATE 8" PVC WATER & 8" FIRE WATER PER PRIVATE WATER AND FIRE TRENCH DETAIL THIS SHEET
- DOMESTIC WATER METER
- PROPOSED 12" PUBLIC PVC SEWER MAIN LINE (S = 0.004 FT/FT MIN.) U/N/O PER PLAN
- PROPOSED 8" PRIVATE PVC SEWER MAIN LINE (S = 0.005 FT/FT MIN.)
- APPROXIMATE LOCATION OF JOINT TRENCH
- PROPOSED RETAINING WALL
- PROPOSED CITY STANDARD FIRE HYDRANT AND FIRE HYDRANT ASSEMBLY
- CITY STANDARD CLEANOUT
- 48" CITY STANDARD MANHOLE
- PROPOSED PRIVATE STORM DRAIN (SEE GRADING AND DRAINAGE PLANS)
- EXISTING SANITARY SEWER
- EXISTING WATER

PRELIMINARY KEY NOTES

NOTE: UTILITIES ARE IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN LUIS OBISPO STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

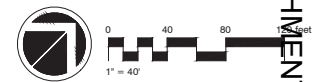
- 8" REDUCE PRESSURE PRINCIPLE BACKFLOW DEVICE PER STD. 6550
- FIRE HYDRANT ASSEMBLY PER STD. 6310
- DOMESTIC 2" WATER SERVICE AND METER PER 6210
- 4" FIRE WATER SERVICE PER STD. 6530
- 8" DOUBLE CHECK BACKFLOW PREVENTION DEVICE PER STD. 6420
- SEWER LATERAL SERVICE PER STD. 6810
- 48" SEWER MANHOLE PER STD. 6610
- SEWER CLEANOUT PER STD. 6710



NOVEMBER 22, 2025

UTILITY PLAN - SOUTH
BROADSTONE VILLAGE

ATTACHMENT 08





Department: Community Development
Cost Center: 4008
For Agenda of: 4/1/2025
Placement: Public Hearing
Estimated Time: 60 minutes

FROM: Timmi Tway, Community Development Director
Prepared By: Hannah Hanh, Associate Planner
Luke Schwartz, Transportation Manager

SUBJECT: REVIEW OF AN INITIATION OF A GENERAL PLAN AMENDMENT, REZONE, AND ANNEXATION TO FACILITATE BROADSTONE VILLAGE, A PHASED RESIDENTIAL DEVELOPMENT PROJECT, AT 12500 AND 12501 LOS OSOS VALLEY ROAD

RECOMMENDATION

City staff recommends the following actions for consideration by the City Council:

1. Review the General Plan Amendment, Rezone, and Annexation applications for overall consistency with policy direction in the General Plan; and
2. Direct staff to proceed with processing all applications to facilitate the Broadstone Village project (i.e., construction of 208 senior housing units, 201 multifamily units; bypass road, a Bob Jones Trail extension, and supporting site improvements); and
3. Confirm staff's recommendation that funding strategies for the construction and maintenance of the bypass road be developed during the review process with the understanding that general fund contributions to its construction would not be provided (associated with the Annexation application); and
4. Provide direction on issue areas related to the overall number of residential units proposed and the possible inclusion of affordable units as part of the project scope (associated with the General Plan Amendment and Rezone applications).

REPORT-IN-BRIEF

LOVR Properties, TIC (Applicant) has applied for General Plan Amendment (GENP-0056-2024), Rezoning (RZ-0055-2024), and Annexation (ANNX-0807-2024) applications to facilitate Broadstone Village (Broadstone), a phased residential development consisting of 409 units (i.e., 208 senior housing units and 201 multifamily units) at 12500 Los Osos Valley Road (North Site, APN 053-141-013) and 12501 Los Osos Valley Road (South Site, APN 053-161-020) (Attachment A – Broadstone Project Description, B – Broadstone Project Plans). Annexation of a 44-acre parcel located to the immediate south (Hayashi Property, APN 076-081-030) is also requested to accommodate a bypass road (LOVR Bypass) between Los Osos Valley Road and the South Higuera Street/Buckley Road intersection and a realigned extension of the Bob Jones Trail. The project is being

forwarded to the City Council for an early policy consideration to (a) determine if these applications should be initiated and (b) provide input on any desired project revisions and/or directional items, including the specific issue areas identified in this Council Agenda Report, should the project review move forward.

POLICY CONTEXT

Per Municipal Code [Section 17.130.010](#) (Purpose), amendments to the General Plan and City limits require orderly processing consistent with overall goals of the City's planning program and requirements of California State law. Furthermore, Municipal Code [Section 17.130.020](#) (Authority to Initiate an Amendment) specifies the Community Development Director (Director) has the authority to forward any such application to the City Council for early policy consideration. The Council should evaluate the proposed applications for consistency with overall policy direction in the General Plan and direct the Director to process or reject the applications based on the policy considerations. If Council directs staff to move forward with processing these applications, the initiation of the applications does not constitute approval of the project, or any aspect of the project, and only begins the required review process for these applications.

The Applicant has submitted the General Plan Amendment, Rezone, and Annexation applications that would form the basis for the Broadstone Village project and affect all subsequent application requirements related to the project. While Municipal Code [Section 17.130.020](#) details that applications amending the General Plan (i.e., General Plan Amendment and Annexation) can be forwarded to the Council for early policy consideration, the Council Agenda Report discusses all three (3) applications, including the Rezone, because these requests are related and would form the overall project scope. **Additional information on the scope, including the relation, of each application is included in the proceeding discussion.**

If the Council authorizes the processing of these applications, City staff will formally evaluate the project's consistency with the existing policy framework to determine the nature and extent of General Plan amendments that may be required and initiate the environmental review to evaluate issues and impacts, including but not limited to, flooding, circulation, agricultural and open space resources, etc. At this initiation meeting, Council may provide direction to staff and the applicant on any desired project revisions and/or directional items related to the project evaluation during the detailed review. Staff is also seeking direction from Council on the specific issue areas identified in this report.

DISCUSSION

SITE DATA			
Locations	12500 LOVR (Figure 1 – North Site)	12501 LOVR (Figure 2 – South Site)	Hayashi Property (Figure 4)
Parcel Sizes	9.5 acres	13.1 acres	44 acres
	Total of approximately 66.6 acres (includes the entire area of the associated properties, which is to be differentiated from the area of proposed development)		
Area of Proposed Development	Total of approximately 15.06 acres (includes the specific areas for residential development, supporting infrastructure, and site features)		
Existing Land Use Designations	Medium Density Residential	Low Density Residential	Outside of City limits, within unincorporated area of the County
Existing Zones	R-2-SF	R-1-SF	Outside of City limits, within unincorporated area of the County
Existing Uses / Site Condition	Agricultural fields, undeveloped		
Surrounding Uses	Single-family residences, SLO Creek, agricultural fields		

Project Description

The Applicant has submitted for General Plan Amendment (GENP-0056-2024), Rezone (RZ-0055-2024), and Annexation (ANNX-0807-2024) applications to form the basis of Broadstone Village, a phased residential development consisting of 409 units across two (2) properties along Los Osos Valley Road (LOVR); a bypass (i.e., public road) from LOVR to the South Higuera Street/Buckley Road intersection; and a realigned extension of the Bob Jones Trail. To facilitate the project, existing agricultural fields located within the identified project area would be removed to accommodate the residential development (i.e., the senior housing and multifamily units) and associated site improvements (e.g., supporting infrastructure such as roads, utilities, etc. and features such as the trail extension).

The proposed 409 residential unit development consists of 208 senior housing units, which includes an approximate 5.6 percent density bonus, at 12500 LOVR (Figure 1 – North Site) and 201 multifamily units at 12501 LOVR (Figure 2 – South Site). These units

would be constructed as clustered buildings, ranging from one- to three-stories high; include various unit types and sizes such as studios, one-bedrooms, two-bedrooms, and three-bedrooms; and be supported by common areas and facilities such as community buildings, courtyards, pools, and other recreational spaces.



Figure 1 – North Site (12500 LOVR, APN 053-141-013)



Figure 2 – South Site (12501 LOVR, APN 053-161-020)

As part of the project, the proposed public right-of-way improvements include the installation of a signalized intersection on LOVR serving as primary access to both North and South Sites, construction of a bypass road between LOVR and South Higuera Street/Buckley Road, and construction of the Bob Jones Trail extension between LOVR and Higuera Street. The signalized intersection would provide primary access to the project sites and potential secondary access to the neighboring residential developments (i.e., Los Verdes Park One and Los Verdes Park Two), if supported by the neighboring property owners. The bypass road would begin at the new signalized intersection at LOVR; run along the eastern property line of the South Site (along the shared property line with Los Verdes Park Two); and through a northern portion of the Hayashi Property, located to the immediate south and outside of the City limits, to connect and create a four-way intersection with the existing signalized intersection at South Higuera Street and Buckley Road (Figure 3 – LOVR Bypass, Figure 4 – Hayashi Property). The proposed Bob Jones Trail extension would be realigned from the previously proposed pathway alignment along San Luis Obispo Creek and instead extend between LOVR and South Higuera alongside the LOVR Bypass. The intent of the proposed realignment is to increase visibility and public safety along the pathway. To assist in addressing costs associated with the servicing the bypass, trail extension, traffic signal, and open space, the Applicant is proposing a Community Facilities District (CFD) as part of the project. If the project review moves forward, staff would work with the Applicant on formation of the proposed CFD during the review process.

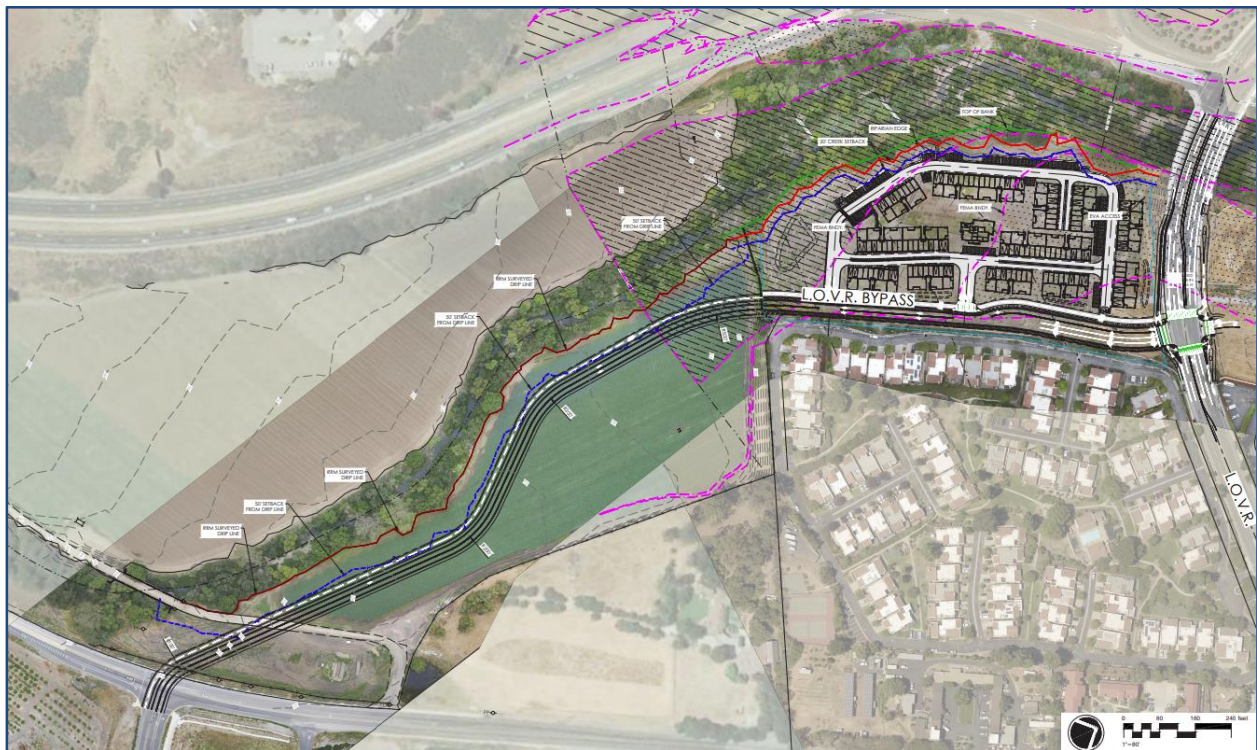


Figure 3 – LOVR Bypass

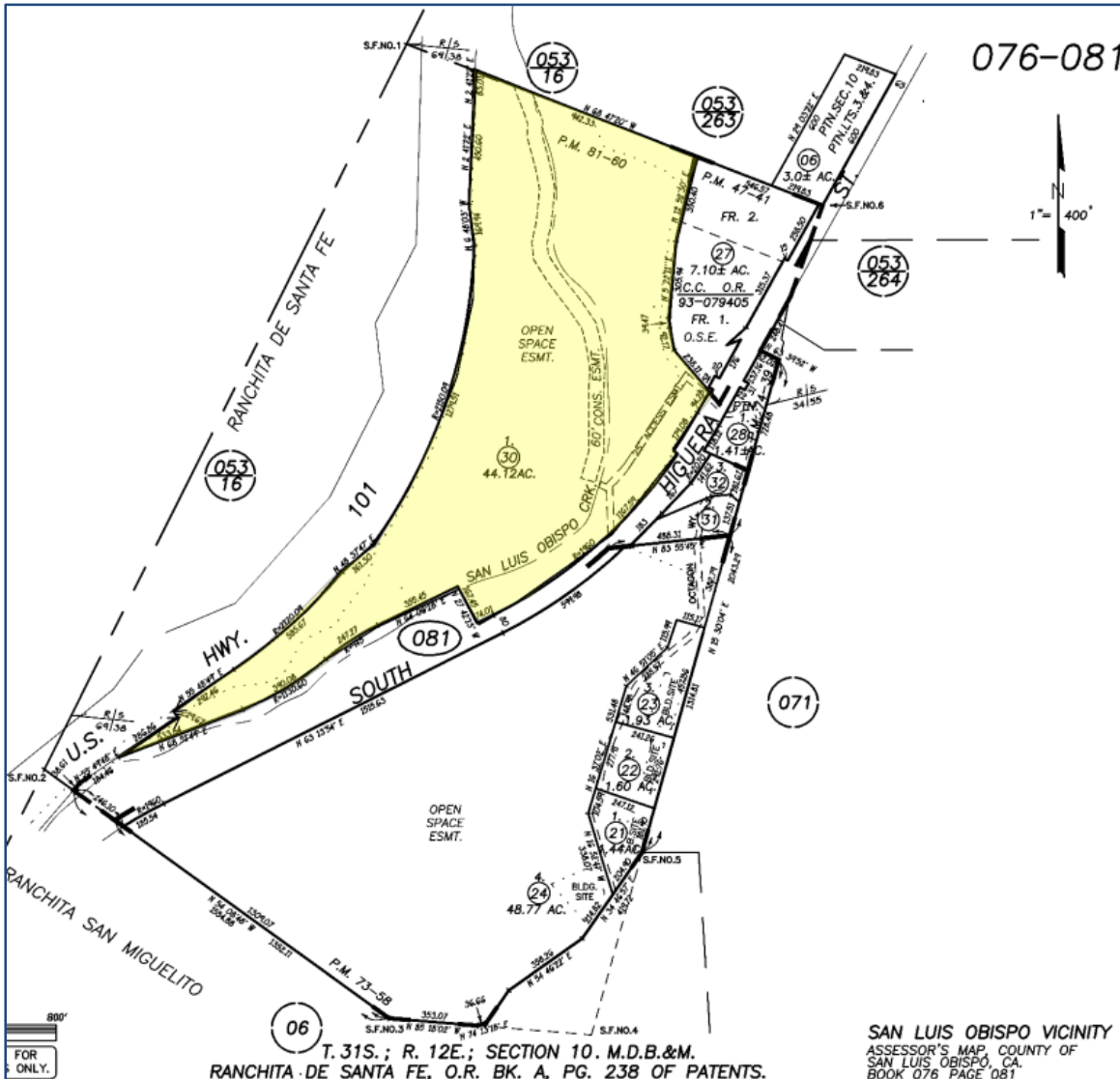


Figure 4 – Hayashi Property (APN 076-081-030)

As currently proposed, the project would be constructed in three (3) phases over an anticipated ten (10) years. Provided below is the tentative proposed phasing schedule, which would be further evaluated and subject to further refinements as part of the application review process, if the project review moves forward:

- Phase 1
 - North Site: Construction of 48 units, LOVR frontage improvements, main entry roads and relocation of City sewer facilities
 - South Site: Construction of 91 units, LOVR Bypass extended from LOVR to project entrance, and community amenities, and offer of dedication of secondary access to Los Verdes Park One, if supported by the community

- Phase 2
 - North Site: Construction of 62 units, common areas, and common amenities
 - South Site: Construction of remaining 110 units, LOVR Bypass, Bob Jones Trail extension, and traffic signal at LOVR Bypass/LOVR, and offer of dedication of secondary access to Los Verdes Park Two, if supported by the community

- Phase 3
 - North Site: Construction of the remaining 98 units

To facilitate the Broadstone project, the Applicant has applied for several applications that would create and affect different elements of the overall scope. Listed below are the various requests associated with each application type.

The scope for the General Plan Amendment includes the following:

- Modification of the existing land use designations from Medium Density Residential (MDR, North Site) and Low Density Residential (LDR, South Site) to High Density Residential (HDR) for both sites in order to permit the highest number of residential units.
- Minor adjustments between the boundaries of the Open Space (C/OS) and proposed HDR land use designations to reflect the existing mapped edge of riparian habitat for San Luis Obispo (SLO) Creek and accurately identify the resulting developable area for each project site.
- Designation of the Hayashi Property as Agriculture (AG) and/or Open Space (OS) in coordination with the appropriate corresponding zone(s) **(only to be pursued if the Annexation is initiated; excludes areas proposed for the public right-of-way improvements [i.e., LOVR Bypass and Bob Jones Trail extension])**.
- Modification of various maps in the Circulation Element to reflect the proposed LOVR Bypass, which would provide a new road between LOVR and South Higuera Street/Buckley Road **(only to be pursued if the Annexation is initiated)**.

The scope for the Rezone includes the following:

- Change the existing zones from Medium-Density Residential (R-2-SF, North Site) and Low-Density Residential (R-1-SF, South Site) to High-Density Residential (R-4-SF) for both sites in order to permit the highest possible number of residential units.
- Minor adjustments between the boundaries of the C/OS and proposed R-4-SF zones to reflect the existing mapped edge of riparian habitat for SLO Creek and accurately identify the resulting developable area for each project site.
- Zone the Hayashi Property as Agriculture (AG) and/or Open Space (C/OS) in coordination with the corresponding land use designations **(only to be pursued if the Annexation is initiated; excludes areas proposed for the public right-of-way improvements [i.e., LOVR Bypass and Bob Jones Trail extension])**.

The scope for the Annexation includes the following:

- Adjustment of the City limits to include the Hayashi Property to specifically facilitate construction of the LOVR Bypass and Bob Jones Trail extension.
- Aside from the bypass and trail extension, the remaining area of the Hayashi Property would be designated and zoned for AG and/or C/OS to maintain the majority of the 44-acre parcel for agricultural operations and/or protect it for open space.
- **The urban reserve line (URL) will remain, and no changes to its location are proposed (Figure 5 – Annexation Map).** All residential development would occur inside the URL (delineated as the bolded green line in Figure 5 below) and only a portion of the LOVR Bypass, which crosses onto the Hayashi Property (described as the gray annexation area below) to connect to the South Higuera Street/Buckley Road intersection, would be located outside of the URL.

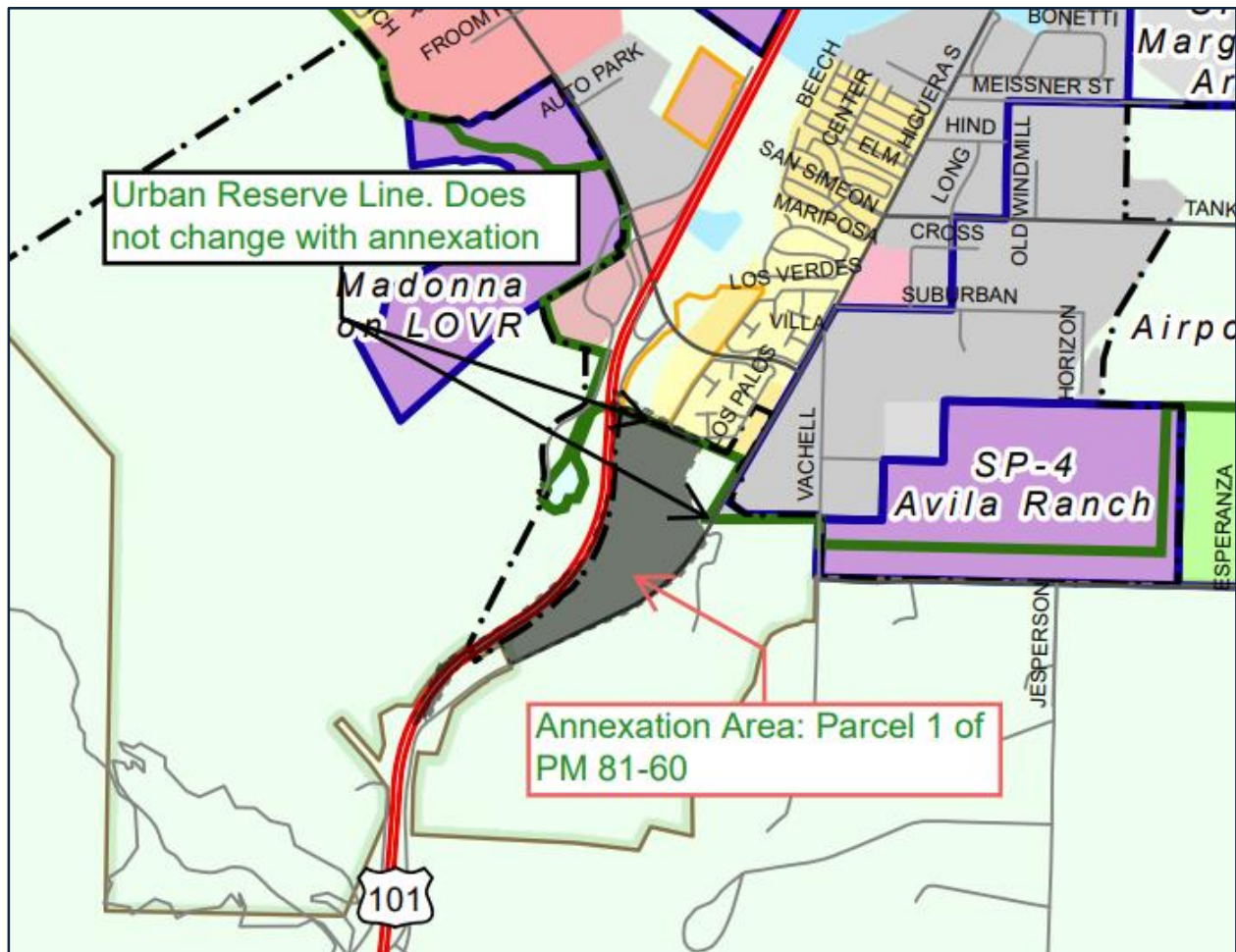


Figure 5 – Annexation Map

The Council's policy determination on whether to move forward with processing these applications would provide the basis for the Broadstone Village project.

Please note that the General Plan Amendment and Rezone, specifically the need to coordinate between the proposed land use designations and zones, would require accompanying application requirements and scopes if pursued. Therefore, the Council would need to initiate both, or neither, of these applications in coordination.

While the Annexation application is technically independent of the other applications and can be initiated without the other requests, annexation would only be necessary if the Council is supportive of the LOVR Bypass and Bob Jones Trail extension as features of the project. If Council is not supportive of the proposed bypass and trail extension and does not provide direction to initiate the Annexation to facilitate these features, the overall project scope would be revised and reduced as described in the bulleted lists above. As such, the Applicant would only pursue a project within City limits (i.e., only on the North and South Sites), and an alternative site plan with an increased total of 240 multifamily units would be proposed for the South Site because there would be additional area to construct residential units without the bypass and trail extension (Figure 6 – No Bypass Alternative). Without the annexation and associated bypass and trail extension, the project would include a total of 448 units, instead of the 409 units proposed with these features. **Additional preliminary analysis on anticipated project impacts *without the LOVR bypass as a feature* is provided in the proceeding discussion.**



Figure 6 – No Bypass Alternative

Should Council provide staff with direction to move forward with most (i.e., only General Plan Amendment and Rezoning) or all of the requested applications (i.e., General Plan Amendment, Rezoning, and Annexation), these applications and any requested revisions and/or reductions to the project scope, including the environmental review, would be processed. Detailed evaluation of these initial applications would inform project requirements (e.g., development envelope, construction phasing, design requirements, etc.). If these initial applications establishing the basis for the Broadstone Village project (i.e., General Plan Amendment, Rezoning, and Annexation, if pursued) are eventually approved by the City Council, the Applicant would return and apply for the subsequent entitlement applications (i.e., Major Development Review, Subdivision, etc.), which would contain more detailed information on the project design, features, etc., of each phase.

Consistency with General Plan Goals, Policies, and Programs

For Council's early consideration and to assist with the overall policy determination for these applications, City staff has provided a preliminary analysis for consistency with the General Plan, particularly the Land Use, Housing, Circulation, and Conservation and Open Space Elements. This preliminary analysis is based on information available thus far, and detailed information and analysis would be forthcoming as part of the review process, if Council directs staff to move forward with processing the applications.

[Land Use Element \(LUE\)](#)

Site Constraints and Project Considerations

LUE Chapter 8 identifies Special Focus Areas throughout the City, where there are complex development parameters requiring an innovative design approach to facilitate development. The project site (i.e., both North and South Sites) is a Special Focus Area, referred to as the LOVR Creekside Area in LUE Program 8.12 that is heavily constrained by flood potential and limited circulation access to the sites. As part of any future development project, LUE Program 8.12 requires that (a) agricultural designations be maintained along the west side of the site; (b) compatibility with adjacent residential areas to the east be required; (c) permanent protection of the SLO Creek be addressed; and (d) the development accommodate any changes to the LOVR right-of-way and Highway 101 Interchange (which is a [traffic relief project](#) that was completed in 2016).

Since the proposed development must account for the existing site constraints, special design approaches are to be considered as part of the review process to achieve the development potential of these constrained sites. In accordance with the intent of LUE Chapter 8 (Special Focus Areas), the Applicant is requesting the City consider annexing the Hayashi Property to specifically facilitate construction of the proposed LOVR Bypass and Bob Jones Trail extension (Figure 3 – LOVR Bypass, Figure 4 – Hayashi Property). Construction of the bypass would address circulation issues related to site development; however, it would cross two (2) properties that are under different jurisdictions. Preliminary communications with County of San Luis Obispo staff indicates the County is not interested in pursuing the bypass road but would be supportive of the City's

Annexation and any resulting road improvement if that allows efficient processing of the project (Attachment C – County of SLO Department of Planning & Building, Public Works Letter). **Staff is specifically requesting feedback from the Council on whether to initiate the Annexation to specifically facilitate construction of the LOVR Bypass and Bob Jones Trail extension. Additional preliminary analysis on the Annexation request is provided in the proceeding discussion and other discussion sections for the Circulation and Conservation and Open Space Elements.**

For compliance with LUE Program 8.12, the detailed project review would include an evaluation of the identified issues related to flooding control, site access, creek protection, agriculture protection, and neighborhood compatibility and require that these issues be addressed as part of the project, regardless of whether the Annexation and LOVR Bypass are pursued. If the Annexation is not initiated, the Applicant would pursue an alternative site plan for the South Site (Figure 6 – No Bypass Alternative). Subsequent studies and detailed analysis for the environmental review would inform design requirements (e.g., flooding potential, site access, and on-site and off-site circulation improvements) and appropriate mitigation strategies (e.g., to protect prime farmland, preserve creek habitat, etc.), including a possible reduction in scope if the project is found to have adverse environmental impacts or cause significant adverse impacts on the health, safety, or welfare of future residents of the sites, neighbors, or the general public as described in LUE Policy 2.4.3 (Density and Site Constraints). In addition, land use compatibility with the existing neighborhood would be evaluated as part of the application process, including but not limited to, reviewing the design, scale, and placement of new buildings in relation to the location of neighboring residences, and exploring the potential provision of secondary access, where possible and supported by the neighboring developments.

Annexation as a Growth Management Tool

While the Hayashi Property is not specifically identified for annexation in the LUE, the property is located in the City's [Sphere of Influence](#) (SOI), as determined by the [San Luis Obispo Local Agency Formation Commission](#) (LAFCO), which is a long-range planning tool representing areas that can be eventually annexed and may be opportunities for shared facilities such as roadway connections, open space preservation, and agricultural lands preservation.

Per LUE Policy 1.13.3 (Annexation Purpose and Timing) and Policy 1.13.8 (Open Space), the City may annex areas for development as well as permanent open space protection. As proposed, the Annexation is intended to facilitate construction of the LOVR Bypass (to address circulation issues related to site development for the project) and the Bob Jones Trail extension. Aside from these improvements, the remaining majority of this 44-acre parcel would be designated and zoned to be protected as agricultural lands and/or open space. Please note that all residential development for the Broadstone project would occur on properties (i.e., North and South Sites) within the City limits and existing URL.

Housing Element (HE)*Rezoning Opportunity*

Per HE Program 6.13 and Table D-2 (Areas to be Considered for Possible Rezoning, 2019) in Appendix D (Residential Land Resources), the City is to consider General Plan Amendments (and Rezonings) to rezone specific areas for higher-density, infill housing, where compatible with surrounding development. Both the Broadstone North and South Sites are identified as sites (K) and (L) for possible rezoning to Medium-High Density (R-3) and estimated to support 102 and 109 dwelling units¹, respectively. It should be noted that the development capacity of a site is dependent on its size, zoning, average slope, and the existence of any natural features (e.g., creeks, significant native trees, etc.) as environmental constraints may reduce the number of dwellings that can reasonably be developed. Based on the lot size, configuration, and identified site constraints related to (a) flooding potential, (b) limited circulation access due to proximity to the LOVR and Highway 101 Interchange, and (c) limited LOVR frontage of these project sites, the HE identified that these project sites may be suitable for R-3 rezoning.

To evaluate and potentially permit the highest number of units possible as part of the Broadstone project (i.e., R-4 zoning allows the highest residential density), the Applicant has submitted General Plan Amendment and Rezoning applications to change both sites to the HDR land use designation and R-4 zone, instead of the MDR land use designation and R-3 zone as contemplated in the HE. The table below summarizes the proposed land uses along with requested changes in the underlying land use designation and zones that would affect the maximum number of units that can be permitted for the project (Table 1 – Summary of Land Uses, Designation/Zone Changes, and Density).

Existing (Acres)	North Site	South Site	Total
C/OS Zone	3.09	5.03	8.12
R-1 Zone	-	8.22	8.22
R-2 Zone	6.84	-	6.84
Gross Area	9.93	13.25	23.18
Net Developable Area (Excludes C/OS Zone)	6.84	8.22	15.06

¹ Per the HE, dwelling unit estimates are based on a 75 percent development efficiency (to account for compliance with applicable development standards and any possible site constraints) and assumes that each dwelling unit is equivalent to one (1) density unit or a two-bedroom unit.

² All of the density calculations identified in this Table refer to *density units*, which are to be differentiated from *dwelling units*. For reference, the differences between *density units* and *dwelling units* are described in [Section 17.70.040\(A\)\(1\)](#) (Density Calculation).

Max Density Units (No Changes to Designation/Zone)	82.08	57.54	139.62
Proposed (Acres)	North Site	South Site	Total
C/OS Zone	3.09	5.03	8.12
R-4 Zone	6.84	6.84	13.68
Streets (Includes LOVR Bypass and Bob Jones Trail)	-	1.38	1.38
Net Developable Area (Excludes C/OS Zone and Streets)	6.84	6.84	13.68
Max Density Units (With R-4 Zoning as Proposed)	164.16	164.16	328.32³
Max Density Units (With R-3 Zoning as Contemplated in the HE)	136.8	136.8	273.6
Difference in Max Density Units Between the R-3 and R-4 Rezonings	27.36	27.36	54.72

While the Applicant has requested the densest residential zone (i.e., R-4) for these properties, the subsequent detailed review, including the environmental review, would include a comprehensive analysis to inform requirements of constructing and serving the project. As described in the preceding discussion section for the LUE, design requirements and/or mitigation strategies, including a possible reduction in scope, resulting from the review process would be incorporated into the project as needed. Based on preliminary information available thus far, exploring the possibility of permitting the highest number of residential units for these sites would be consistent with various HE goals, policies, and programs intended to promote housing production and affordability.

³ Per [Section 17.70.040\(A\)\(1\)](#) (Density Calculation), the allowable number of *dwelling units* may exceed the maximum number of *density units*, if a development project incorporates smaller unit types (i.e., studios and one-bedrooms, which are counted as less than one [1] density unit each). Therefore, it would be possible for the Broadstone project to include a total of 409 dwelling units, based on the 328.32 density units allowed, due to the number of studios and one-bedrooms proposed. In addition, the project includes an approximate 5.6 percent density bonus, in accordance with State Density Bonus Law, for senior housing to provide an increased number of units for the overall development.

Type of Housing Units

As proposed, the project includes the construction of 208 senior housing units and 201 multifamily units with a variety of unit types ranging from studios to three-bedrooms. (Note – if the Annexation application is not initiated by Council for processing and the bypass is subsequently not pursued as part of the project, an alternative site plan with a total of 240 multifamily units for the South Site, as shown in Figure 6 above, would be pursued.) In accordance with [Government Code Section 65915](#), the senior housing units, including the approximate 5.6 percent density bonus, would be provided with the appropriate age-restriction. Because the Applicant is utilizing State Density Bonus Law to provide 208 age-restricted units, the project is exempt from the City’s Inclusionary Housing Requirements per [Section 17.138.020\(A\)\(4\)](#) (Applicability and Exclusions). Therefore, affordable units and/or in-lieu fees are not required or proposed as part of the project. As proposed, the project would be consistent with HE Goal 8 (Special Housing Needs), particularly Policy 8.1, by providing a diverse variety of multifamily housing units that can meet the needs of large families and single parents as well as providing senior housing units.

While the project, as proposed with the senior housing units and density bonus request, is exempt from local inclusionary housing requirements and therefore not required to provide affordable units or pay in-lieu fees, it should be noted that HE Policy 2.4 encourages housing production for all financial strata of the City’s population as allocated in the Regional Housing Needs Allocation (RHNA). In addition, Appendix C (Housing Constraints & Resources) of the HE states that large parcels in the R-3 and R-4 zones (such as these project sites and their proposed rezonings) offer the best opportunities to encourage affordable housing because these large sites have high residential development potential and can facilitate a variety of housing types.

[Circulation Element \(CE\)](#)

LOVR Bypass Connection

Per CE Policy 16.1.3 (City Funding), the City’s Financial Plan and Capital Improvement Program (CIP) shall support the programs, plans, and projects identified in the CE. As detailed in Table 5 (Transportation Capital Projects) and Appendix D (Summary of Circulation Element Projects and Programs), the LOVR Bypass is identified as a new connection and project that shall be analyzed as part of (a) a proposed development project in the LOVR Creekside Area (LUE Program 8.12); and/or (b) a City-initiated traffic analysis of the subarea to determine feasibility of connecting a roadway from Highway 101 to Higuera Street. Potential funding sources identified for this connection include developer construction, development impact fees, grant funding, and the general fund. As proposed, the project includes construction of the LOVR Bypass, consistent with CE Table 5 and Appendix D, and the request for Annexation of the Hayashi Property would facilitate its construction because the affected parcels (i.e., South Site and Hayashi Property) are located in different jurisdictions with different interests in the bypass road, as described in the preceding discussion under the LUE section. **Specific funding sources for the LOVR Bypass have not been identified at this time, and preliminary recommendations regarding the cost allocation are discussed in more detail below.**

Bob Jones Trail

Per CE Policies 4.1.4 (New Development) and 4.1.6 (Bikeway Development with Road Improvements), the City shall construct bikeway facilities as designated in the Bicycle Transportation Plan (now referred to as the [Active Transportation Plan](#)) as part of new development, where feasible. The City's 2021 Active Transportation Plan (Plan) identifies a planned connection of the Bob Jones Trail shared-use path between LOVR and the South Higuera Street/Buckley Road intersection as a Tier 2 (medium priority) project; however, the Plan notes that this trail would be elevated to a Tier 1 (highest priority) project if the County is successful in advancing the planned regional extension of the Bob Jones Trail from the City of San Luis Obispo south to Avila Beach. The County's trail extension is funded and expected to proceed in phases; thus, the portion in the City from LOVR to the South Higuera Street/Buckley Road intersection is considered a Tier 1 project. As proposed, the project would construct this segment of the Bob Jones Trail parallel to the proposed bypass road.

[Conservation and Open Space Element \(COSE\)](#)

Annexation of the Hayashi Property

Per COSE Program 8.7.1(B) (Protect Open Space Resources), the City is to take various actions to protect open space, including annexing and applying AG and C/OS zoning to private property where appropriate and consistent with General Plan goals and policies. Aside from areas where the proposed LOVR Bypass and Bob Jones Trail extension would be located, annexation of the Hayashi Property would result in the preservation of agricultural lands and open space for most of the 44-acre property. In annexing the property, the City would proactively acquire land into its jurisdiction and permanently protect resources through agreements and easements and ensure no future development can occur.

Consistency with Major City Goals

Housing & Homelessness was prioritized as a Major City Goal in the [2023-2025 Financial Plan](#) to support the expansion of housing options and facilitate housing production. As proposed, the project includes 208 senior housing units and 201 multifamily units, ranging from studio to three-bedroom units, to provide a diverse range of housing options.

Impacts on Adjacent Areas and Public Services

If Council provides direction to move forward with processing the application(s), impacts of the project on adjacent parcels and shared resources (e.g., emergency services, parks, etc.) would be analyzed in detail as part of the review process. The detailed analysis would evaluate impacts of the project, including but not limited to, the proposed phasing, environmental review, etc.

Specific Issue Areas for Consideration

While the project conceptually aligns with the policy direction in the General Plan, City staff has identified the following issue areas that the Council should consider and provide input on if the project is initiated:

Issue Area No. 1 – Annexation, LOVR Bypass, and Bob Jones Trail

Should the proposed bypass road and trail extension (and therefore, the Annexation request) be included as part of the project? **This issue is related to whether, and how, the Annexation application should be initiated.**

Considerations

As noted in this report, details about circulation and transportation impacts will be studied in depth if the project review moves forward. A preliminary evaluation of the bypass has been completed, and as proposed, its inclusion would address circulation-related issues for the project sites and immediate vicinity. **However, if the bypass is not supportable, the following challenges related to project design and traffic operations in the vicinity may arise:**

- Without the bypass, it is unlikely that the site driveways on LOVR will meet warrants for the installation of a traffic signal, and the initial design review indicates that a roundabout is likely to be infeasible at this location. Without a signal or roundabout at this intersection, left turn access out of the North and South Sites will need to be restricted per the City's access management standards, signalized pedestrian/bicycle crossing will not be available at the intersection, and there will be no opportunity to provide connectivity between Los Verdes Park One and Los Verdes Park Two.
- Operations at the intersection of South Higuera Street/LOVR will fall below the City's adopted level of service (LOS) and queueing standards in the future with or without this development project. The bypass road will relieve traffic volume at this intersection, eliminating or at least reducing the resulting delays and vehicle queues.
- Without the bypass, widening would be needed at the South Higuera Street/LOVR intersection to mitigate projected operational impacts with or without this development project. However, it would be infeasible to widen this intersection without significant encroachment into adjacent private properties (i.e., Los Verdes Park One, San Luis Business Center, and the Montessori Children's School) on each corner of the intersection.
- Without the bypass, there would be a less convenient crossing to and from the Bob Jones Trail extension and the trail would have less visibility, increasing potential for vagrancy and public safety concerns.

It should also be noted that the project transportation impact study and environmental review will require the detailed analysis of potential impacts to the neighboring residential developments (i.e., Los Verdes Park One and Two), traffic operations within the greater vicinity (LOVR/US Highway 101 Interchange, LOVR and Higuera Street corridors, etc.), and considerations for scenarios with and without completion of the Prado/US Highway 101 interchange.

The CE identifies a range of potential funding sources for the bypass, including developer construction, development impact fees, grant funding, and the general fund. However, the bypass is not identified in the City's current or contemplated Capital Improvement Plan, nor does staff anticipate that the bypass would be constructed in any foreseeable future without development of the Broadstone project properties. Additionally, the bypass is not explicitly included in the City's current transportation impact fee program because it is not currently within the City's incorporated area nor in the City's roadway system. As a result, contributions to the bypass from the transportation impact fee program will require the City to modify the program to add this project and begin collecting fees from future projects that may contribute to the need for the bypass. While the project presents an opportunity to acquire property to construct the public improvements (i.e., LOVR Bypass and Bob Jones Trail extension), construction of these improvements would also result in ongoing maintenance costs to the City that would not otherwise be incurred without the project. If the bypass is to be included, it is anticipated that its construction and maintenance would need to be supported by a combination of developer contribution, transportation impact fees, and the CFD over the North and South Sites.

Because the bypass would not be constructed by the City absent this project, and in light of other significant capital project needs and costs facing the City in the next ten-year period, staff does not recommend committing to general fund contributions toward the construction of the bypass for the reasons stated above. If Council provides direction that the bypass and trail extension are supportable as part of the project, details of the anticipated costs and agreements for reimbursement from future transportation impact fee revenue, as well as other funding strategies for ongoing maintenance needs, would be developed and further refined as part of the application review process. **If these public improvements (and the associated Annexation request) are supportable, City staff is seeking confirmation of staff's recommendation that funding strategies for the construction and maintenance of the LOVR bypass be developed with the Applicant during the review process with the understanding that general fund contributions to its construction would not be provided.**

Issue Area No. 2 – Density and Residential Development Potential

Should the proposed High Density Residential (HDR) land use designation and R-4 zone be considered for the North and South Sites? **This issue is related to whether, and how, the General Plan Amendment and Rezone applications should be initiated.**

Considerations

Instead of the MDR land use designation and R-3 zone that were contemplated for these project sites in the HE, the currently proposed project includes General Plan Amendment and Rezone applications to allow a HDR land use designation and R-4 zone to support a higher number of units on the project sites. As summarized in Table 1 above, the R-4 rezoning would allow 328.32 density units while the R-3 rezoning would allow 273.6 density units, which results in a difference of 54.72 density units. In either rezoning scenario, environmental review would be conducted as part of any development project to ensure that site constraints, including but not limited to, the (a) flooding potential, (b) limited circulation access due to proximity to the LOVR and Highway 101 Interchange,

and (c) limited LOVR frontage of these sites are appropriately addressed as part of the review process. **With the understanding that the subsequent environmental review (if processing is initiated by the City Council) would provide additional details and analysis on the project constraints and impacts, City staff is seeking initial direction from Council to determine if the General Plan Amendment and Rezone applications for the HDR land use designation and R-4 zone are supportable to pursue.**

Issue Area No. 3 – Affordable Units

Should affordable units be required as part of the project (even if the project is exempt from the City's Inclusionary Housing Requirements as proposed)? **This issue would affect the project scope by requiring the inclusion of affordable units to provide deed-restricted units for very low-, low-, and/or moderate-income levels.**

Considerations

As proposed, the project includes a total of 409 units consisting of (a) 208 for-sale senior housing units, which includes an approximate 5.6 percent density bonus, on the North Site and (b) an undefined mix of 201 for-sale and for-rent multifamily units on the South Site. *Note – the Applicant is exploring the possibility of providing 165 for-sale units on the South Site as described in the project description.* Because the Applicant is utilizing State Density Bonus Law to provide 208 age-restricted units, the project is exempt from the City's Inclusionary Housing Requirements and not required to provide affordable units and/or pay in-lieu fees. **However, it should be noted that the project includes a General Plan Amendment and Rezoning for the R-4 zone, which results in approximately 55 additional density units from the anticipated R-3 zone per the HE and would enable an overall higher number of units for the project.**

For the Council's reference, preliminary calculations, based on the noted assumptions, are provided below to demonstrate the possible numbers of affordable units, *if the project did not include a density bonus and was therefore not exempt from inclusionary housing requirements.* Per [Section 17.138.040\(B\)](#), affordable units would be required as follows:

- **Ten percent (10%) of proposed for-sale dwelling units** consisting of:
 - Five percent (5%) for low-income households (fractional units may be rounded down to the next whole number), and
 - Five percent (5%) for moderate-income households (fractional units may be rounded up to the next whole number)

*Option No. 1 – If accounting for the overall number of units on **both the North and South Sites**⁴, there would be a total of 355⁵ (senior and multifamily) for-sale units, which would require **35.5 affordable for-sale units**. These units can be provided through a combination of low- and moderate-income levels as described above and with or without in-lieu fee payment⁶.*

*Option No. 2 – If accounting for the assumed 165 for-sale multifamily units on **only the South Site** (and excluding the senior units that would be age-restricted on the North Site), the project would be required to provide **16.5 affordable for-sale units**. Similar to Option No. 1, these units can be provided as a combination of the identified affordability levels and with or without in-lieu fee payment.*

- **Six percent (6%) of proposed for-rent dwelling units** consisting of:
 - Three percent (3%) for very low-income households (fractional units may be rounded down to the next whole number), and
 - Three percent (3%) for low-income households (fractional units may be rounded up to the next whole number).

*If 36 for-rent multifamily units are proposed on the South Site, the project would be required to provide **2.16 affordable for-rent units**, which can be provided as a combination of the identified affordability levels and with or without in-lieu fee payment.*

These preliminary calculations show the project would be required to provide a total of **37.66 affordable units** (35.5 for-sale units for both Sites and 2.16 for-rent units on the South Site) or **18.66 affordable units** (16.5 for-sale and 2.16 for-rent units for only the South Site, excluding the age-restricted units on the North Site) based on the noted assumptions. **With the understanding that the project is requesting a General Plan Amendment and Rezoning for the R-4 zone, which results in approximately 55 additional density units from the anticipated R-3 zone for these sites, staff is seeking feedback on whether it would be appropriate to require affordable units as part of the project, even if the project is exempt from the City’s Inclusionary Housing Requirements.**

⁴ For the purposes of these preliminary calculations, the number of additional senior units achieved through the approximate 5.6 percent density bonus is removed. As proposed, the 5.6 percent bonus would allow an increase of approximately 9.19 density units, which can equate to 18 studio units (which is the maximum number of *additional dwelling units* with the density bonus request). Therefore, it is assumed that there would be a reduction of 18 units from the proposed 208 senior units to provide *190 senior units without the density bonus request*. In addition, it is assumed that the 201 multifamily units on the South Site consists of *165 for-sale and 36 for-rent units*.

⁵ This sum includes the assumed 190 for-sale senior units on the North Site and 165 for-sale multifamily units on the South Site.

⁶ For more information on possible combinations to address the inclusionary unit requirements, please refer to [Section 17.138.080\(A\)](#) (Fractional Numbers).

Next Steps

Staff is seeking direction from the City Council on whether to proceed with processing the project applications as proposed. This early consideration is an opportunity for Council to provide input on the project at the beginning of the review process. It should be noted that the current request for Council initiation does not constitute approval of any aspect of the project and only begins the required review process for these applications. **If Council provides direction to process these applications, staff is also seeking confirmation of the recommendation related to funding for the construction of the bypass and direction on the specific issue areas identified in the Council Agenda Report as they would affect the resulting project scope. Council may also provide direction regarding any other land use, design, fiscal, or other project-related element at the time of initiation for staff and the applicant to evaluate and address as part of the entitlement review process.**

If Council authorizes processing of the project and its associated applications, City staff will process the project through the following standard steps, including but not limited to:

1. Development review by City staff, including preparation of the:
 - a. Environmental review under the California Environmental Quality Act (CEQA);
 - b. Plan for Services (i.e., analysis of the annexation area's impact on overall City services and implementation of the recommendations derived from such analysis); and
 - c. Pre-Annexation Agreement (i.e., zoning clarifications, including allowable uses and applicable standards; required public infrastructure and utility improvements to be completed; payment of applicable fees, etc.).
2. Airport Land Use Commission public hearing for a consistency determination with the Airport Land Use Plan
3. Active Transportation Committee public hearing for a recommendation
4. Planning Commission public hearing for a recommendation
5. City Council public hearing for consideration of project approval **(and a resolution of intent is applicable, if the Annexation is pursued)**
6. Submittal to LAFCO **(applicable, if the Annexation is pursued)**

Public Engagement

The item is on the April 1, 2025 City Council Agenda for consideration of the initiation of these applications and noticing was provided for this hearing. The public has an opportunity to comment on the item at and/or before the hearing. If the Council authorizes staff to proceed with processing, there would be additional public hearings as part of the detailed review and legal notices would be provided as required for each public hearing.

In addition, the Applicant has directly engaged on multiple occasions with the neighboring communities (i.e., Los Verdes Park One and Two) to provide information on the project and obtain input on the proposed design.

CONCURRENCE

The Council Agenda Report was reviewed by the Community Development Department, Transportation Division, Finance Department, City Attorney, and City Administration for concurrence. If Council directs staff to proceed with processing these applications, all relevant departments and divisions would evaluate the project in detail as part of the review process.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action in this report because the Council’s action does not constitute a “Project” under CEQA Guidelines Section 15378 (Project) or commit the agency to a definite course of action in regard to a project as described in CEQA Guidelines Section 15352 (Approval). If the General Plan Amendment, Rezone, and Annexation applications and other necessary decisions move forward, the project would be subject to the appropriate environmental review as required per CEQA, which will be presented at subsequent public hearings.

FISCAL IMPACT

Budgeted: No
 Funding Identified: No

Budget Year: 2023-25

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$0	\$0	\$0	\$0
State				
Federal				
Fees				
Other				
Total	\$0	\$0	\$0	\$0

There is no net fiscal impact related to considering the initiation of the project. If the Council directs staff to proceed, the Applicant will be required to fund the review and processing of the applications, including services for a contract planner, and associated analysis and environmental review in accordance with the City’s fee schedule. The Applicant has paid the deposits required for the General Plan Amendment, Rezone, and Annexation applications to initiate the review process, and additional fees will be required to review and process subsequent applications related to the project.

ACTION ALTERNATIVES

1. ***Direct staff to move forward with processing the project applications, as proposed.*** This alternative includes processing of the General Plan Amendment, Rezone, and Annexation applications, as proposed. These applications would serve as the basis for the Broadstone Village project and all subsequent entitlement applications (e.g., Major Development Review, Subdivision, etc.) and analysis requirements (e.g., environmental review).
2. ***Direct staff to move forward with processing the project application(s), but with input from Council on any desired project revisions and/or directional items related to the project evaluation, including confirmation and feedback on the specific issue areas identified by staff in the report.*** This alternative would require that the Council provide staff and the applicant with clear direction on any desired project revisions, including but not limited to, the type of applications to process (i.e., all or a combination of the General Plan Amendment, Rezone, and Annexation applications), changes to the overall project scope, etc. as well as any directional items related to the project evaluation, including confirmation and feedback on the specific issue areas identified by staff, such as specific analysis or study requirements that would be necessary or beneficial when the Council reviews and makes a determination on the project in the future. *If Council provides direction to process the General Plan Amendment and Rezone, but not the Annexation, the project description would be revised as described in the report, and the bypass would not be pursued as part of the project. Subsequent review of the General Plan Amendment and Rezone applications would focus on evaluating and addressing impacts of the revised project description, including anticipated project impacts to the South Higuera/LOVR intersection, during the review process.*
3. ***Continue review of the initiation to a later hearing date and request additional information necessary for the Council to determine whether to move forward with processing the applications.*** This alternative would require that the Council provide staff and the applicant with clear direction on any additional information required to make a policy determination on whether to process. It should be noted that the Council's early consideration of these applications includes a preliminary overview of the project at the beginning of the review process. Since the project is in early stages of the overall entitlement and permitting process, detailed information and/or analysis is limited and would be forthcoming, if the review moves forward.
4. ***Direct staff to not move forward with processing the project applications.*** Per Municipal Code Section 17.130.020(C), the Council, upon making specific findings in reference to specific General Plan provisions, may direct the (Community Development) Director to reject the applications as inconsistent with overall General Plan policy direction.

ATTACHMENTS

- A - Broadstone Project Description
- B - Broadstone Project Plans
- C - County of SLO Department of Planning & Building, Public Works Letter

Broadstone North and South Project Description and Summary

Summary and Requested Actions

A project is proposed at 12501 Los Osos Valley Road (APN 053-161-020) and 12500 Los Osos Valley Road (APN: 053-141-013) that will provide for 208 senior age-restricted units and 201 rental and ownership residential units (“the project”). See **Figure 1** for the project location. The project directly addresses and fulfills City Council priorities for the development of higher intensity residential uses at this location. These sites are Sites “J” and “K” referenced in Housing Element Policy 6.13 to “Consider General Plan amendments, as projects are proposed, to rezone commercial, manufacturing, or public facility zoned areas for higher-density, infill or mixed-use housing, where compatible with surrounding development.” The proposed project would include approximately 208 age-restricted senior units on the “North” site on 6.84 net acres, and 201 units on 6.84 net acres on the “South” Site.

While on separate sites, the two properties are functionally related because of the access issues to Los Osos Valley Road, and their collective treatment in the City Land Use and Circulation Element (LUCE). During the adoption of the LUCE, these properties were identified as the “LOVR Creekside” area. According to LUCE Policy 8.1.2 this area “...was to have flooding and access issues resolved prior to development.” Also, future development is to be compatible with adjacent residential areas (Los Verdes) to the east. San Luis Obispo Creek will need to be addressed as part of any proposed development.

Also, during the LUCE, a new street was considered that would connect South Higuera to LOVR by way of an “LOVR Bypass” through an extension of Buckley Road through the property to the south of the South property (the “Hayashi” property). There was no final resolution of that new connection in the LUCE, but the connection was to be further analyzed and re-evaluated as part of and development proposed in the Creekside Special Planning Area, including conducting a detailed subarea traffic analysis to determine final feasibility of implementing the LOVR Bypass, and the beneficial effects of the project on relieving traffic congestion and queues at the LOVR/Higuera intersection, additional access for Los Verdes Unit No. 1 and Los Verdes Unit No. 2, and impacts to sensitive noise receptors, agriculture operations, open space, creek, traffic and biological resources.

Based on a review of the design of the road with the City and County, the feasibility of constructing the roadway will depend on annexing the Hayashi property to the City of San Luis Obispo so that the bike path and bypass can be located and designed according to city standards, and so the City will have maintenance and enforcement responsibilities. The issues related to annexation are discussed in greater detail herein, including the consistency with City land use and growth policies, fiscal impacts, and development phasing. The annexation is also necessary to implement the extension of the remaining City portion of the Bob Jones Trail (a Tier 2 improvement in the Active Transportation Plan) from Los Osos Valley Road to South Higuera. As noted herein, the annexation of the Hayashi property would not result in the development of that property. The property is subject to a conservation easement that would be transferred to the City upon annexation. Further, while the Hayashi property is within the City’s Sphere of Influence (SOI), it is not in the City’s Urban Reserve Line (URL), and the project is not requesting that it be moved.

The development plans for the individual properties are shown on **Figure 3** for Broadstone North, and **Figure 4** for Broadstone South. Both the North and the South components are being proposed as one project for CEQA and entitlement purposes, along with the extension of the Bob Jones Trail and the LOVR Bypass. An alternative site plan has been prepared for the South site as an “actionable alternative” if the LOVR Bypass is deemed infeasible or undesirable. This “actionable alternative” is shown in **Figure 5**.

Conformance With Major City Goals

The project meets a number of Major City Goals, as well as fulfilling important Housing Element and Circulation Element policies and programs, as follows.

Economic Recovery and Fiscal Sustainability: The project will provide a range of housing, These kinds of housing are necessary to support the growth of the local economy. The project's age-restricted units will also provide housing options for those already living in the community or new to the community that provide appropriate features and amenities so that these residents' homes can be made available for families. Development of the properties will provide significant one-time and ongoing revenue through development impact fees and tax revenue, without significant additional costs to the City. As noted herein, implementation of the LOVR Bypass would reduce the financial obligations for the General Fund to address road and bike improvements in the vicinity.

Diversity, Equity, & Inclusion: The project will promote a mixed-income, multi-generational neighborhood like those described in the Housing Element that would include a wide range of for-sale and for-rent housing that are fully integrated into one geographic area.

Housing & Homelessness: The sites are identified in the Housing Element for higher density residential development to ensure that the City will meet its housing supply obligations. The project would also increase the quality and livability of the existing and proposed neighborhoods by increasing and improving traffic operations, avoiding impacts to the Los Verdes neighborhoods that will result from road improvements that are necessary without the LOVR Bypass, and will increase the compliance of the Los Verdes neighborhoods with the City's current Fire Code and Fire and Emergency Apparatus Access Requirements.

Climate Action, Open Space & Sustainable Transportation: The project will construct the LOVR Bypass and the Bob Jones Trail between Los Osos Valley Road and Higuera. These connections will provide a safer connection for pedestrians and bicycle traffic along the LOVR and Higuera corridors which are congested. The project also provides the opportunity for secondary connections for Los Verdes Park No. I and Los Verdes Park No. II. These developments do not currently have adequate emergency public safety vehicle access that conforms to current City building codes. Broadstone North and Broadstone South show where limited offers of access are to be provided. The project would also, after annexation of the Hayashi property, allow the city to control the land uses and development for that property. The project, including the annexation of the Hayashi Property, will allow the City to fully implement the Active Transportation Plan.

City policy allows use of annexation to "protect open space" as well as to "enable appropriate development". This policy has been used by the City to actively annex open space in the Margarita (South Hills), Laguna (Laguna Lake), Airport Area (Chevron Open Space, Buckley road corridor, airport open space), Froom Ranch (upper terrace and creeks), Avila Ranch (Tank Farm Creek, Buckley Road frontage), and San Luis Ranch. The City has always used annexations to preserve open space as well as provide public facilities. LAFCo defines the Sphere of Influence as the area anticipated to be developed in the next 20 years. "The City may annex an area long before development is to occur, and the City may annex areas which are to remain permanently as open space."

Finally, reports prepared for the project have determined that without the bypass there are traffic approach failures for north bound left turns and south bound through trips and an LOS of F for the Los Osos Valley Road/Higuera intersection. With the bypass there are no movement failures. Central Coast Transportation Consultants (CCTC) concluded that bike/ped facilities cannot be adequately accommodated at and through the LOVR/South Higuera intersection without the bypass. The bypass is necessary to achieve minimum multimodal LOS requirements at that intersection.

Requested Action: General Plan Land Use and Zoning Amendments, and Annexation

Per Housing Element Policy 6.13 the request is to change the current land use designation for Broadstone North from 6.8 acres of Medium Density Residential (R-2 Zoning) and 3.13 acres of C/OS to 6.84 acres of High Density Residential and 3.09 acres of C/OS. Broadstone South would be changed from 7.73 acres of Low Density Residential (R-1 Zoning) and 5.92 acres of C/OS to 6.84 acres of High Density Residential, 1.38 acres for public rights of way, and 5.03 acres of C/OS. **Table 1** shows a summary of the land use and zoning changes proposed for each of the Project parcels. For Broadstone North, there is a small increase (.04 acres) in the amount of developable land because of a more precise mapping of the riparian edge. For Broadstone South, the increase is somewhat more significant due to FEMA's change in the designated floodway and the results of the survey of the riparian edge, with the total developable area increasing by 0.89 acres from 7.33 acres to 8.22 acres; however, the bypass takes up 1.38 acres of Broadstone South, so there is net reduction of developable land. The overall number of permitted density units for the two Project sites would increase from 139.6 under the existing zoning to 328.3 under the proposed zoning. The Hayashi property is subject to a conservation easement that would be retained and it is proposed to have a General Plan land use designation of Open Space and/or Agriculture with a corresponding zoning designation.

Requested Action: General Plan Circulation Element Amendments

Based on the results of the traffic study and circulation analysis for the LOVR Bypass and the Bob Jones Trail, the Circulation Element map shall be amended to reflect the recommended alignment for each. The LOVR Bypass will be designed to a special Residential Collector road standard that will ensure appropriate traffic calming, and compatibility with existing and future residential developments. An appropriate portion of the LOVR Bypass shall be included for reimbursement from Transportation Impact Fee funding in lieu of existing planned improvements to LOVR/Higuera, and planned improvements to South Higuera between Suburban Road and Buckley Road. A traffic signal at Los Osos Valley Road/LOVR Bypass shall also be designated and findings included to provide for a traffic signal. An appropriate portion of the traffic signal shall be included for reimbursement from Transportation Impact Fee funding. The Active Transportation Plan shall also be amended to reflect the revised alignment for the Bob Jones Trail.

Requested Action: Hayashi Property Annexation

Consultations with the County and the City have revealed that the feasibility of the bypass is dependent on annexation of the Hayashi property, APN: 076-081-030. City Land Use Element Policy 1.13.3. permits annexation *"...as a growth management tool, both to enable appropriate urban development and to protect open space. Areas within the urban reserve line which are to be developed with urban uses should be annexed before urban development occurs. The City may annex an area long before such development is to occur, and the City may annex areas which are to remain permanently as open space. An area may be annexed in phases, consistent with the city-approved specific plan or development plan for the area. Phasing of annexation and development will reflect topography, needed capital facilities and funding, open space objectives, and existing and proposed land uses and roads."* Including the Hayashi property in the City limits will ensure that the roadways and bike paths that are developed will be to City standards. Currently the Hayashi property is located in the County, and outside of the designated Urban Reserve line, so Land Use Element Policy 7.10.B, which requires development to City standards. Currently, County standards and County zoning standards would apply. LAFCo policies (San Luis Obispo County LAFCo Policy 2.2 "City Annexation Policies") permit annexations if they are consistent with General Plan, within the Sphere of Influence, and if the loss of prime agricultural land is mitigated. The property proposed for annexation is bounded on about half (47.4%) of its perimeter by existing city limits and is therefore "substantially surrounded" by existing City boundaries, in conformance with LAFCo Agricultural Policy 2.9.2. The parcel to be annexed is otherwise not bordered by any agricultural lands. Upon development of the Broadstone parcels, the parcel to be annexed would be surrounded on two sides (51.2% of the perimeter) by urban development (not including major roads such as South Higuera and Highway 101 as "urban development").

TABLE 1 GENERAL PLAN LAND USE AND ZONING CHANGES

	North	South	Total
Existing	Per Parcel Size and Survey		
Total Parcel Area	9.93	13.25	23.18
Open Space/Riparian	3.09	5.03	8.12
Streets	-		-
R-1		8.22	8.22
R-2	6.84		6.84
R-4			-
Total Developable	6.84	8.22	15.06
Permitted Density Units	82.08	57.54	57.54
Proposed			
Total Parcel Area	9.93	13.25	23.18
Open Space/Riparian	3.09	5.03	8.12
Streets	-	1.38	1.38
R-1			-
R-2			-
R-4	6.84	6.84	13.68
Net Site Area	6.84	6.84	13.68
Permitted Density Units	164.16	164.16	328.32

Requested Action: Major Development Permit

The project will include a Major Development Permit for the project elements, which will be submitted after the annexation, General Plan amendment and Zoning Ordinance amendment. Upon the completion of the initial elements of the environmental review to inform final project design, the Major Development Permit will be completed so that it can be approved concurrent with or immediately after the General Plan and Zoning amendments. No urban improvements are proposed for the Hayashi Property.



FIGURE 1 SITE LOCATION AND VICINITY

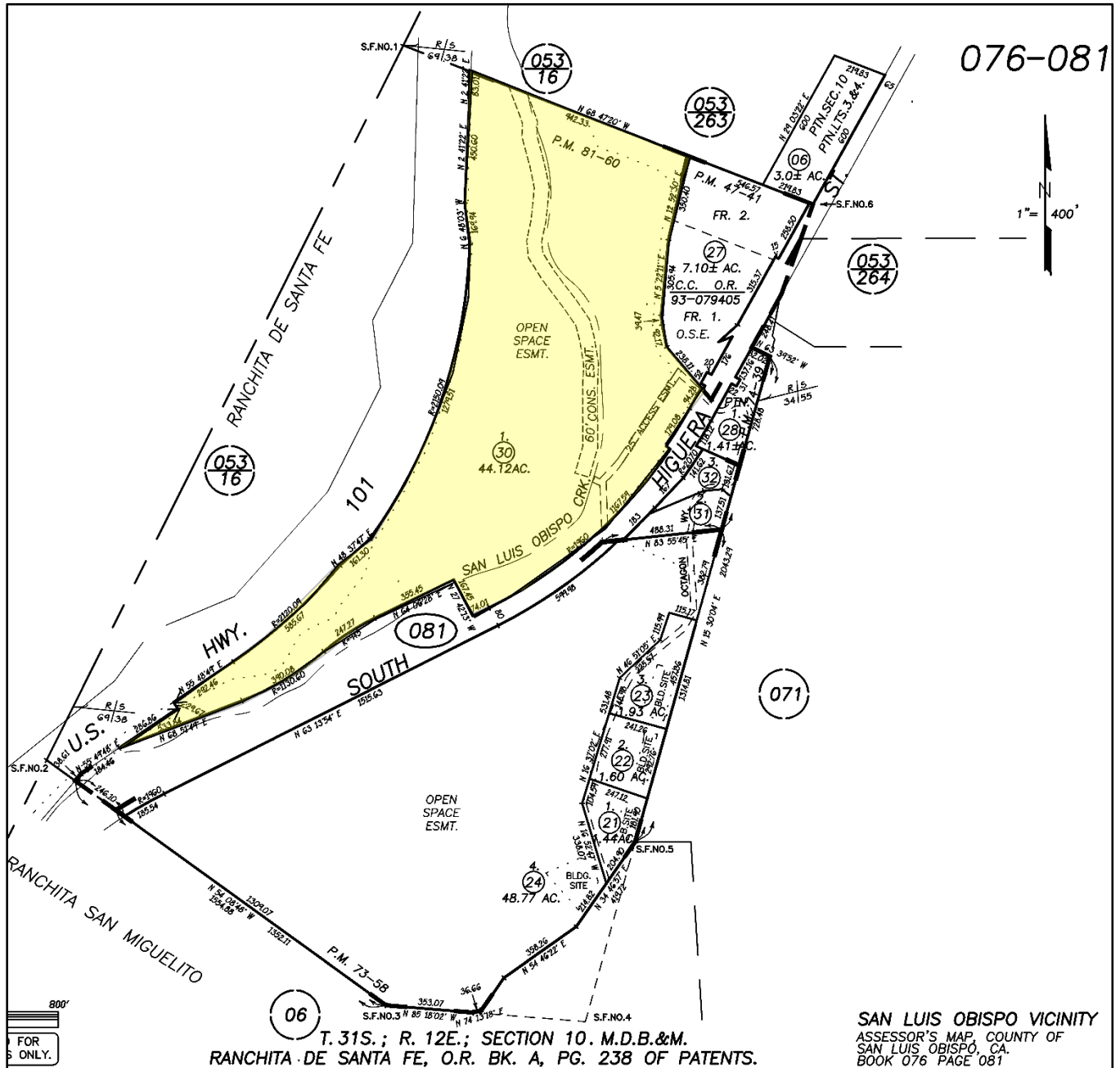


FIGURE 2 HAYASHI PARCEL TO BE ANNEXED

Project Data and Design

The project plans in **Figure 3** and **Figure 4**, show a mixture of stacked flat and townhome units ranging in size from 490 SF studios to 1,175 SF 3-bedroom units for Broadstone North, and 400 square foot studios to 1,250 square foot 2-bedroom units for Broadstone South. Both units have central amenities including meeting spaces, clubhouses, play courts, pools, and tot lots. The total density of the project is 337.4 density units. A density bonus is being applied to Broadstone North for a qualified senior housing development LOVR North will be a qualified senior housing project and will be seeking a 5.6% density bonus for a total density of 173.3 density units per acre versus to 164.16 density units per acre allowed by the proposed R-4 zoning. **Table 2** shows the summary of the land uses and the development. As currently programmed and summarized in **Table 2**, LOVR North is a for-sale senior development, and LOVR South a mix of for-rent and for-sale market rate project. As a for-sale project, Broadstone South would have 165 dwelling units with 140 2BR/2B units, 15 1BR units, and 10 3BR/2B units. For the purposes of the environmental analysis, the greater number of units in the multifamily rental program should be used. A 0.44-acre ponding basin would be located to the south on Parcel APN: 076-081-009 (“Hayashi Property”) for storm drainage for Broadstone South, and to ensure no net fill. The Hayashi Property would also have 2.04 acres used for the LOVR Bypass and Bob Jones Trail extensions.

Because the approval of the LOVR Bypass won’t be finally determined until final project approvals, an “actionable alternative” site plan has been developed for Broadstone South. This site plan is illustrated in **Figure 5** and deletes the 1.38-acre LOVR Bypass right of way, and increases the number of buildings and dwelling units. The “Broadstone South Alternative” has 240 dwelling units (197 density units) on 8.22 net acres of R-4 land. An alternative is also being considered for Broadstone North that would remove the age restriction and include only “Building B” with parking around the perimeter. Under this option for Broadstone North, there would be 182 total dwelling units on 6.84 net R-4 acres.

Each site would have transportation demand and management strategies to reduce necessary onsite parking, reduce vehicle trips, and reduce single occupant vehicle trips. These may include access to Bob Jones Trail connections to shopping and regional destinations, walking distance (2,500 ft) to general market and shopping, a transit stop at Higuera/LOVR (Routes 2A/2B), transit passes to residents, onsite recreation services, shared parking between LOVR North and LOVR South, bicycle provided for each room in a unit (either by common check out for rentals, or as part of sale of home), or onsite project transit. A parking requirement reduction will be requested for LOVR South based on these actions, and LOVR North will request a 0.5/parking space per unit requirement as part of its density bonus application (156 parking spaces will be provided for LOVR North, 0.75 spaces per unit).

Table 2 represents the site areas based on property and title records and using the predominant riparian edge as the division line between the Open Space/Riparian zone and the current R-1 and R-2 designations. The zoning map’s boundaries do not follow a property line and the zone boundary has been interpreted to be the riparian edge, based on customary city practice, and guidance provided by Figure 3-2 of the zoning ordinance. Using the predominant riparian edge as the zone boundary there is 8.22 acres of net site area on the south property, compared to the 7.33 acres in the City’s GIS; and, the north property has 6.84 acres of net site area compared to the 6.8 acres contained in the City’s GIS. The total area of the south property is 13.25 acres compared to the 13.1 acres in the GIS; and, the total area of north property is 9.93 acres compared to the 9.5 acres stated in the GIS. The variations in site areas are NOT the result of modifying the riparian corridor in any way.

TABLE 2 LAND USE AND DEVELOPMENT SUMMARY

	Program		
	Total	North	South
Total Parcel Area	23.18	9.93	13.25
Open Space/Riparian	8.12	3.09	5.03
Streets	2.76	-	1.38
Net Site Area	13.68	6.84	6.84
Permitted Density Units	328.32	164.16	164.16
Permitted Doors	398.72	197.03	201.69
Units	408	208	201
Studio	52	36	17
1BR	162	80	85
2BR	173	71	99
3BR	21	21	
Density Units	337.42	173.30	163.60
Density Units/Unit		0.83	0.81
Density Units/Net Acre	24.67	25.34	23.92
Doors/Net Acre	29.82	30.41	29.39
FAR	5.7%	5.5%	6.0%
Total Conditioned Area	34,205	16,250	17,956

Project Phasing

The project will be phased into three sequential phases to reflect expected market demand and logical extension of utilities, as described below. **Table 3** summarizes the buildout according to each of these phases.

Phase 1. Phase 1 will include the 48 units in the three Buildings A on Broadstone North along the southern and eastern perimeter. For Broadstone North, all of the LOVR frontage improvements would be completed along with the intersection improvements, relocation of the existing City sewer facilities, and installation of the main entry roads. For Broadstone South, the LOVR Bypass would be extended from LOVR to the project entrance, the community amenities would be constructed, along with 91 dwelling units. This phase would include the offer of connection for Los Verdes Park I for a secondary access.

Phase 2. Phase 2 would include the 62 units in the first phase of the Building B of Broadstone North, common areas and some common area amenities; and, the remaining 110 units for Broadstone South. Phase 2 would also include the extension of Bob Jones Trail and LOVR Bypass to South Higuera Road, and the installation of the traffic signal at LOVR Bypass/Los Osos Valley Road. This phase would include the offer of access to Los Verdes Park II for a secondary access.

Phase 3. Phase 3 of the project would include the remaining 98 units for Broadstone North Building B.

TABLE 3 PROJECT PHASING

	Total	Phase 1	Phase 2	Phase 3
Total Parcel Area	23.18	9.93	13.25	
Streets	3.43	0.88	2.55	
Development Site Area	13.68	5.77	4.58	3.33
Units	408	180	127	101
Studio	52	21	10	21
1BR	162	76	50	36
2BR	173	78	59	36
3BR	21	5	8	8
Density Units	337.42	146.16	109.00	82.26



Figure 3 Broadstone North Site Plan



FIGURE 4 BROADSTONE SOUTH SITE PLAN



FIGURE 5 BROADSTONE SOUTH ALTERNATIVE SITE PLAN

Site Utilities and Services

The project has ready access to sewer, water, storm drainage and roads. Existing sewer lines would be relocated. The principal public infrastructure issues related to the site are circulation and traffic. The extension of the LOVR Bypass between LOVR and South Higuera was studied during the LUCE, but no final conclusions were drawn other than to study it further because the potential traffic benefits did not appear to warrant the cost. There were also questions about the feasibility of the project given its location in the County, property ownership, agricultural use and open space easements. The Hayashi Property is now owned by Landstone Properties (same owner as the Project) and the County has indicated that the LOVR Bypass may be considered a permitted use under the open space easement which permits “vehicular access”. A conceptual plan for the LOVR Bypass has been developed and is shown in **Figure 7** that provides for the turn movements, traffic volumes and turn queues estimated in the preliminary traffic study.

A test fit of a roundabout has been performed at the Bypass/LOVR intersection and the conclusion has been made that a roundabout would significantly shorten the existing turn pocket serving the left turn on to northbound US 101, and would not meet basic roundabout design standards. A roundabout at this location would be sandwiched between two signals at either end, each less than 1,000 feet away. The traffic study determined that this would be undesirable due to differing flow characteristics of roundabouts compared to signals. A roundabout is not recommended at this location due to the impact on the LOVR/US 101 Northbound Ramp intersection and proximity to nearby signals. Consequently, a traffic signal is being evaluated at the LOVR/Bypass intersection that would accommodate pedestrian, bicycle and vehicle traffic. The traffic study concluded that the LOVR Bypass would eliminate the need for further improvements at LOVR/South Higuera and on South Higuera between Suburban and Buckley Road to accommodate current and projected traffic.

As noted in the LOVR Bypass Feasibility Study prepared by the Wallace Group, construction of the LOVR Bypass would occur in a mapped floodplain and there would need to be 42,500 cubic yards of cut from 6.3 acres of grading on the west side of San Luis Creek to compensate for the elevated roadway and reduction in capacity on the east side of the San Luis Creek. After this modification, the graded area would function as a continuation of the floodway boundary that already occurs on west side of San Luis Creek. The graded area on the west side of San Luis Creek would remain as a functional agricultural area. Half of this cut on the west side would be used for 22,500 cubic yards of fill to construct the LOVR Bypass, and the balance would be applied to the remaining agricultural property east of the LOVR Bypass.

The other major circulation element is the connection of Bob Jones Trail to Higuera from its current terminus at the signal at the northbound Hwy 101 ramp on Los Osos Valley Road. As currently planned in the Active Transportation Plan, there would be a “grade-separated” crossing from the north side of Los Osos Valley Road to the south side, and the Bob Jones Trail would be extended along and in the riparian setback for San Luis Creek, as described in the Bob Jones Pathway Octagon Barn Connection Study (2013). The designation of this route predated the LUCE and the LOVR Bypass consideration, as well as recent issues with conflicts between users of the Bob Jones Trail and homeless persons residing in the creek. Per staff’s direction, a location along the LVOR Bypass may be preferred for safety and efficiency.

Water

Existing Conditions: Potable water for the project will be supplied by the City of San Luis Obispo. There is an existing 18-inch ductile iron water line in Los Osos Valley Road that is continuous and runs the entire length of the LOVR north and south frontages. There is an existing 8-inch PVC water line within Los Verdes Drive which parallels the southeast LOVR North property line. There is an existing 8-inch PVC water line within Los Palos Drive which parallels the southeast LOVR South property line.

Proposed Water Infrastructure. Based on typical residential water demand in San Luis Obispo, water demand for the 408 units is estimated to be 40,600 gallons per day, with peak month demand of 61,700 gallons per day. By comparison the water demand for the Creekside development described in the LUCE EIR is 40,400. The

water system for the LOVR North development is proposed to be comprised of a private 8-inch water main that would connect to the existing 18-inch main in Los Osos Valley Road, follow the internal road alignment heading north and then head east to tie-into the existing public 8-inch main in Los Verdes Drive creating a loop. The water system for LOVR South is proposed to be comprised of a public 12-inch water main in the LOVR Bypass that would connect to the existing 18-inch main in Los Osos Valley Road, and follow the public 'LOVR Bypass' Road alignment to the south end of LOVR South. Private domestic water services for each development area would branch off the 12-inch public water main and utilize the City standards water service and meter. The public mains will also provide fire suppression to the development areas with fire hydrants located at intersections and appropriate spacing. The 12" public main in the LOVR Bypass would be intertied to the public water main in Los Verdes II. The private fire water systems for the development areas will be protected at each connection point to the public system with a double detector check assembly. Based on the information obtained from the City of San Luis Obispo, a 12" recycled water line is assumed to extend through Los Osos Valley Road to the intersection at South Higuera Street. The City has determined that a recycled water line will not need to be extended to the project site.

Water modeling has been done to determine the adequacy of this system and it was determined that there is adequate pressure, adequate residual pressure with required fire flow, and adequate fire flow for the planned occupancies.

Wastewater

Existing Conditions. Sanitary sewer for the LOVR and Hayashi development projects will be served by the City of San Luis Obispo. There are two existing 8-inch VCP sewer mains coming from the existing Los Verdes Park 1 development at the northeast corner of the LOVR North project. They tie-into an existing sewer manhole located in the middle of the northern third of the LOVR North project. An existing 10-inch VCP sewer main continues southwest through the LOVR North project, crosses under Los Osos Valley Road and has a series of manholes along the way, with one existing manhole within the Los Osos Valley Road right-of-way. There is an existing 8-inch VCP sewer main coming from the Los Verdes Park 2 development at the southeast corner of the LOVR South project. It ties into an existing sewer manhole located in the middle of the southern third of the LOVR South project. The existing 10-inch VCP sewer main from Los Verdes Park 1 also ties into this existing sewer manhole. An existing 12-inch VCP sewer main continues northwest through the LOVR South project and under Highway 101, where it ties into an existing sewer lift station in front of the existing Motel 6 on Calle Joaquin.

Proposed Sanitary Sewer Infrastructure. Normal dry day sewer flows from the project are projected to be 33,200 gallons a day based on a flow of 45 gallons per day per person. The sanitary sewer system for the project is proposed to be comprised of private sewer laterals for each development area that tie-into either the existing 8-inch sewer main or the existing 10-inch sewer main, depending on proximity, slope and depth. The sanitary sewer system for the LOVR South development is proposed to be comprised of private sewer laterals for each development area that tie-into either the existing 10-inch sewer main or the existing 12-inch sewer main, depending on proximity, slope and depth.

Public Participation and Neighborhood Consultation

The project sites are bordered on the east by Los Verdes Park I ("LVP I") on the north, and Los Verdes Park II ("LVP II") on the south. Both of these neighborhoods and their homeowner's associations have expressed concerns about development projects in their vicinity, primarily relating to ingress and egress from their neighborhoods and about noise impacts from development projects. Both LVP I and LVP II were developed in the mid-1970's and their development pre-dates the connection of Los Osos Valley Road to State Highway 101 (although that connection was planned at the time), as well as the development of the Los Osos Valley Road commercial corridor, Avila Ranch, and Froom Ranch.

Both of the Los Verdes developments were designed with one entrance and exit point to Los Osos Valley Road. This access point is within the operating area of the Los Osos Valley Road/South Higuera intersection and eastbound left turning vehicles often block the entrances to LVP I and LVP II, especially left-turn exits. Because of

their close proximity to the LOVR/South Higuera intersection, any sort of signalization at this location has been determined to not be feasible.

As part of the pre-application due diligence for the project, a total of six meetings were held with these groups to identify ways in which the project could address existing issues, and mitigate potential issues created by the project itself. The residents' issues included access to the planned signalized intersection at LOVR and the LOVR Bypass, noise attenuation, viewshed preservation and screening, compliance with the City's "Edge Conditions" between higher density and lower density projects, and cooperation on landscaping and design. The project team hosted two community meetings at the SLO Public Market, one for each neighborhood, onsite meetings with HOA representatives to review areas of concern, and two onsite follow-up meeting with residents at their respective community meeting centers. In total, approximately 135 persons attended these six meetings, 75 from LVP I and 60 from LVP II. Each neighborhood was provided with a review of the Broadstone North and Broadstone South portions of the project (with special emphasis on the particular development adjacent to their neighborhood), as well as the design of the LOVR Bypass.

During the meeting, participants were asked to provide comments on the project plans about areas of concern or opportunities. Issues and comments that were made from LVP I attendees included:

LVP I Comments

1. Make “Bldg A” on LOVR North one story on the LVP I/LOVR North property line.
2. “Bldg A” on the east property line is too close.
3. Who will pay for upkeep and maintenance of the access gate?
4. In favor of access, Locate at LVP I intersection.
5. Review potential for traffic backing up at access gate.
6. Larger landscape buffer and more trees along east property line.
7. Relocate access to the northern corner near Bocce Ball/Tennis Courts.
8. Walking access between parks would be nice.
9. Generally, in favor of Bypass and traffic signal. Better than no signal.
10. Prefer solid soundwall along property line.
11. LVP I will soon be putting in new walls along the perimeter along road frontages.
12. Clarify how much traffic will be diverted with LOVR Bypass.
13. Can U-turns be made at new signal intersection (to avoid U-turns at LVP park entrances).
14. Supportive of LOVR Bypass. No explicit objections.
15. Why not build something like LVP I and LVP II?
16. Need to analyze turn movement detail before and after the proposed project, including the intersections at the proposed bypass signal and the LOVR entrances.
17. Concern that more dwelling units will make a bad situation worse.
18. Left turns and U turns at LVP entrance. Suggestion by one participant that a median across frontage with U turns at bypass signal and LOVR/Higuera would work.
19. Need clear description of the traffic operations and impacts under the “no bypass” option.
20. Validation of the number of trips diverted from Higuera and LOVR to the bypass. What is the net change in trips on LOVR and Higuera with project traffic.
21. Documentation of why a roundabout can’t work.
22. Photo sims and cross sections for views from LVP 1 to Broadstone North would be desirable.
23. When will there be more meetings and hearings on the project?
24. Feasibility of truck turning movements at Higuera/Buckley to make sure that large trucks get diverted to be bypass too.

LVP II Comments

Comments from the meeting with the LVP II neighborhood included:

1. Please include traffic signal and bypass in the project.
2. Want noise mitigation/sound wall along the LOVR Bypass.
3. No 3 story units. Please restrict housing to one or two stories.
4. I live on Los Palos Drive II. I am against 3 story buildings blocking my existing views.

5. Restrict height to two stories (along Bypass). Step up to 3 stories.
6. Not enough water for these units. Far, far too many units.
7. Concern for location of existing school bus stop on LOVR.
8. Prefer that access gate w/no ped access or only “fob” access to LVP II from LOVR Bypass.
9. Concern for grade so that LVP II does not flood.
10. Gate to LVP II must not be a swinging arm.
11. Concern for homeless camps.
12. Concern for light pollution and noise pollution from LOVR Bypass.
13. Encroachment.
14. Questions about overall Bob Jones Trail connectivity.
15. Support annexation to facilitate completion of the Bob Jones Trail and bypass.
16. How many parking spaces will the project have?
17. What are the traffic impacts of the project? Traffic access in and out of LVP II is already difficult.
18. Can't the signal be placed at the LVP entrance?
19. Will the Prado Road overpass be constructed? Did CalTrans approve the design?
20. Project will result in flooding impacts to LVP II.
21. Would annexation result in the development of the “Hayashi” property? Why is annexation desirable?

Project Response to Comments and Issues

The comments from LVP I and LVP II residents and representatives were helpful in considering project design features. Listed below are a restatement of the major issues, and the project's response to those issues and concerns.

“Building A” on Broadstone North; Privacy Issues. Several options were considered to comply with this request. The first was compliance with the City's “Edge Conditions” requirements in Zoning Ordinance Section 17.70.050 which would require a stepped setback of 10 feet on the ground level and 16 feet on the upper level, plus elimination of the balconies or terraces on the second level, or single-story construction. The project will include one-story construction only and a minimum 10-foot setback.

LOVR Access Options and Preferences. Access options were evaluated and are covered below in more detail. All access options were considered, but the northern access option on LVP I and the southern and northern access options for LVP II were eliminated because of conflicts with City Improvement Standards or existing drainage infrastructure.

Landscape Buffer and Trees Along Property Boundaries. Additional trees will be provided. Subject to approval by LVP I and LVP II, trees will be added on their side of the property line to fill gaps that have developed over time, or to establish trees where they haven't existed. The hedge on LVP I will be retained to the greatest extent possible as it provides buffering that cannot be achieved with other methods.

Soundwalls and Noise Mitigation. Traffic noise mitigation has been a concern of these neighborhoods. While the noise study concluded that the proposed buildings would block more noise than the LOVR Bypass traffic will create, there is still an interest in doing more. Recently, LVP II installed a six-foot vinyl barrier wall along the northern and western perimeter, and LVP I is in the process of installing a masonry wall. The project will keep the existing six-foot vinyl barrier wall and add trees to fill the current gaps. Along the LVP II property line with a 6-foot decorative masonry wall. Although a new decorative masonry wall with a Sound Transmission Class

(STC) value of 45 to 50, would have higher acoustical blocking properties than the SimTek Ecostone vinyl wall product used by LVP II (which has an STC value of 28 according to the manufacturer), the main noise reduction factor is height and proximity of the wall to the receiver or the noise source. Unless the receiver is in the "acoustic shadow" behind the wall, a new fence would not reduce perceived noise at the dwelling units in LVP II. The existing vinyl fence would be retained in place or relocated consistent with the current property boundary.

Project Density. There were a number of inquiries and requests about the proposed density and number of units on the project. There were also questions about the number of floors. (See also the question above about "Bldg A" issues for LVP I.) The project is being designed to meet the housing needs as expressed in the City's Housing Element, and a range of product types that are accessible to the community and workforce. The project is also required to support significant infrastructure improvements such as remedying drainage issues associated with Los Verdes, planning and construction of the Bob Jones Trail, relocation of major city sewer infrastructure, the LOVR Bypass and the traffic signal. Development at a density similar to Los Verdes would place the price range for the finished project at approximately \$1.1 million to \$1.5 million each. In order to address concerns related to height and bulk, the project is implementing additional landscaping, and augmented Edge Condition design features. The site line analysis prepared for the project indicates that the larger 3-story structures are at least 130 feet away from the nearest Los Verdes residence; and, with planned landscaping, walls and screening, that only the very top of the structures will be visible from and to the Los Verdes units. This means that balconies, terraces and windows facing east will not have direct views of and into the living or yard areas of Los Verdes residences.

The City has determined that there is adequate potable water and sewer capacity to accommodate the project.

Light and Glare. The project will comply with the City's "Night Sky Preservation" requirements in Section 17.70.100 of the Zoning Ordinance. These regulations require, among other things that outdoor lighting shall be directed downward and away from adjacent properties and public rights-of-way, that no lighting on private property shall produce an illumination level greater than two maintained horizontal foot-candles at grade on any property within a residential zone except on the site of the light source, that the maximum light intensity on a residential site shall not exceed a maintained value of 10 foot-candles, when measured at finished grade, and that direct sources of light such as building lights, yard lights, street lights and site lighting shall be shielded with full cut-off or recessed fixtures designed and installed so that no emitted light will break a horizontal plane passing through the lowest point of the fixture (be shielded from visibility on adjacent sites. With regard to vehicle headlights, access points to the LOVR Bypass will be located so that they are not opposite oncoming or turning traffic that isn't shielded by fencing or landscaping.

LOVR Bypass Access Gates. Access between the project sites and the adjacent Los Verdes development will be through a key fob or access card that would only permit LVP residents to use it. These access points would be in conformance with Fire Department emergency access regulations. There is also limited space for queuing from Los Verdes and Los Palos Drives on LVP I and LVP II, respectively, and the design would need to accommodate those restrictions. These roadways are 25 feet wide with parking on one side and are essentially one-way perimeter roads.

Traffic Impacts from the Project with and Without the Bypass. The proposed project includes construction of a "bypass" road connecting Los Osos Valley Road (LOVR) north of Los Verdes Park No. 2 (LVP II) to the South Higuera/Buckley Road intersection. According to the traffic study prepared for the project traffic consultant, 3,400 vehicle trips per day that are currently on South Higuera and LOVR along the LVP II project frontages would be diverted to the bypass, a 20% reduction. Even with new project traffic and the greater number of units than the existing zoning on the Broadstone property, there would be a 3,150-vehicle trip reduction in the number of vehicles per day across the LVP frontage. By contrast, development under the existing zoning would increase traffic on LOVR across the LVP frontage by 500-750 vehicles per day because the bypass would not be constructed and no existing trips would be diverted. The traffic study also notes that the "...LOVR/South Higuera Street would operate unacceptably without the Bypass...." Further studies have shown that necessary improvements to

LOVR/South Higuera (instead of the bypass) would negatively impact LVP I and LVP II properties, and would funnel more traffic across the LVP frontage rather than less. A thorough traffic study will be completed as part of the city's review of the project.

Flood Impacts Associated with Project. As result of comments from the City and residents, a comprehensive flooding/HEC-RAS study was initiated that includes the Broadstone South, Broadstone North and Hayashi properties. The surface elevation of LVP II is approximately 105' above mean sea level (msl), and the flood elevation on the project site ranges from 101' to 102', indicating the LVP II is well above any FEMA-determined flooding potential. Projects that involve grading and modifications to flood plains are not permitted by City and FEMA regulations from negatively impacting other properties, or which raise the level of flood waters. For any "fill" on the project site, there must be an equal amount of "cut" so that there is no net loss of floodway capacity, any increase in the flood water elevation, nor any increase of the velocity of flood waters. Further, the project will improve drainage issues that occur at the southwest corner of LVP II and the southeast corner of the project site by installing drainage lines and other improvements.

Annexation of the Hayashi Property. The annexation of the Hayashi property is necessary because the Hayashi property is currently located in the County and the County won't allow the LOVR Bypass or Bob Jones Trail Extension. They consider those "City" improvements that need to be designed and maintained by the City. And, although the property would be annexed to the City, it would not result in development of that property. Landstone (the current owner of the Broadstone South and Broadstone North properties) is the current owner of that property, and it is NOT proposing any development on it other than the Bypass and the Bob Jones Trail Bike Path. There is already a "No Development" Conservation Easement on that property that would still apply. The Hayashi property is also outside of the City's current "Urban Reserve Line" and cannot be developed to urban uses. Annexation of the Hayashi property is desirable because it: 1) reduces the traffic in front of LVP I and LVP II by installation of the Bypass which would divert through traffic around the LVP II development; 2) provides an accessible signalized intersection for LVP II residents (at their option); 3) uses City standards including lower allowed traffic speeds; 4) ensure consistent compliance with FEMA regulations on the Broadstone project site and Hayashi properties; 5) provides for City Planning and Zoning; 6) provides for better flood proofing for roadways because of the use of City Improvement Standards; 7) provides for consistent and reliable road maintenance; 8) provides for City traffic calming standards and lower design speeds (25 mph vs 45 mph); and, 9) provides for more consistent representation by City elected officials for all properties adjacent to LVP II. Further, the Annexation/Project option preserves all options, including the 'no bypass' option. The "No Annexation" option means no Bypass, no traffic signal, elimination of the Bob Jones Trail extension onto Hayashi property (and connection to Octagon Barn trail-head), more traffic along Los Verdes' LOVR frontage rather than less traffic, and more congestion at the LOVR/South Higuera intersection.

LOVR Bypass Access Options

Both LVP I and LVP II representatives and residents were consulted on the desirability of providing access from these developments to the LOVR Bypass and/or the signalized intersection at LOVR/LOVR Bypass. There was general support for this concept. LVP II representatives expressed a preference for a right turn exit only for access to the LOVR Bypass, with no left turns in or out and no right turns in. Based on these meetings, **Figure 6** summarizes the access locations preferred by the LVP I and LVP II representatives.

The design team is reviewing the feasibility of these requested locations and has come to the following preliminary conclusions:

LVP I: 1-North Access. This access point was preferred by LVP I because there would be least amount of conflict with other LVP I onsite circulation. However, this location conflicts with drainage patterns and infrastructure (this is the discharge point for all of LVP I drainage). It also results in the most awkward circulation access and the maximum amount of onsite travel through Broadstone North to LVP I. Because of the drainage issues, this option was eliminated from consideration.

LVPI: 2-Middle Access. This access option would be in the vicinity of LVP I Del Oro Court, north of the planter. Precise location depends on the gap between buildings. This location is determined to be feasible.

LVPI: 3-South Access. This access option would be between Los Verdes Drive and Del Oro Court, north of the planter. Precise location depends on the gap between buildings. This location is determined to be feasible.

LVPII: 1-North Access. As noted above, representatives from LVP II expressed a preference for exiting right turns only for LVP II access to the LOVR Bypass. This would provide access to the signalized intersection desired by residents but would not create light, glare or congestion associated with in and out movements. This option was considered the better option by LVP II representatives because it would be opposite Contenta Court and there are no units that would directly face the opening, and eliminates potential light and glare issues. This location is approximately 200' from the LOVR/LOVR Bypass intersection and is in the intersection "Functional Area" where driveway and street access is to be limited according to the City's Improvement Standards. This location would not provide adequate access to the left most northbound left turn lane which would be most frequently used for access to the northbound ramp for Highway 101. This location was determined to be infeasible because of non-compliance with the City's Improvement Standards.

LVPII: 3-Middle Access. This access option would be opposite the inbound lanes of the Broadstone South main entrance. It was the least preferred by LVP II representative because of the extent of traffic and movements at the Broadstone South entrance. This would avoid headlights and glare from vehicles exiting Broadstone South into LVP II. This location is determined to be feasible.

LVPII: 2-South Access. This access option would be north of the east-west portion of Los Palos Drive in the southern part of LVP II. Like LVPI-North discussed above, this corner of the project is the primary drainage location and access improvements located here would conflict with drainage infrastructure. This location also has limited sight lines to the south and there is not adequate stopping distance for north bound traffic. The "offer of access" location on the Broadstone South plan is considered the southernmost location for an access drive that meets sight distances. The location as indicated on **Figure 6** is not considered to be feasible; however, the "offer of access location is considered feasible.



FIGURE 6 LOS VERDES ACCESS OPTIONS WITH LVP RANKINGS



FIGURE 7 LOVR BYPASS AND BOB JONES TRAIL CONCEPT PLAN

Environmental Issues and Findings

Aesthetics

Site aesthetics are primarily comprised of the San Luis Creek Corridor views from inside the project site. The Project will implement creek setbacks in order to preserve the aesthetics. There is also limited vertical development along the creek frontage to allow for views of the creeks from the developed residential areas. A sight line analysis was conducted for view lines from LVP I to Broadstone North and from LVP II to Broadstone South. This analysis concluded that with compliance of Zoning Ordinance Edge Conditions, landscaping, and the addition of trees on the project site and in “gap” areas on the Los Verdes properties that there would be no adverse view impacts. Residents of the east side of the project would not have direct views of any residential yard areas, windows or other private areas from project windows, balconies or terraces.

There are also no aesthetic impacts to the public traveling on SH101 since the site is 300 feet away from the highway, is screened by approximately 200 feet of dense vegetation between the Project sites and highway, and would comply with the City’s Edge Conditions requirements for multifamily projects located next to single family neighborhoods. **Figure 8** and **Figure 9** show the view of the Project sites from the SH101 corridor. **Figures 10-13** show views of the Project sites from various points inside the Los Verdes I and Los Verdes II developments. **Figure 14** and **Figure 15** show site cross sections that indicate view lines from and to the project and the adjacent existing residential units.

Agricultural Resources

Development of the Project site will convert 17.56 acres of prime on and offsite farmland. The 2014 LUCE EIR evaluated the impact of the conversion of 15.06 acres of onsite prime farmland and acknowledged that development in the Los Osos Valley Road Creekside Area is primarily undeveloped and designated Interim Open Space. Development of the LOVR Bypass and Bob Jones Trail on the Hayashi Property will convert an additional 2.50 acres of agricultural land on the Hayashi Property between the eastern right of way line of the road and the eastern riparian edge of San Luis Creek. The 7.7 acres of land east of the LOVR Bypass could conceivably remain in small scale agriculture. The land west of San Luis Creek would remain in its current state and configuration and continue to be farmed. Total impact is estimated to be 17.56 acres compared to the 15.06 acres assumed in the LUCE. Project soils are identified as “Important Agricultural Soils” (that is, those soils in the county particularly worthy of conservation and protection) by the County. These soils include Cropley clay (0-2 percent slopes), Conception loam (2-5 percent slopes), and Salinas silty clay loam (0-2 percent slopes). In addition, Cropley Clay and Salinas silty clay loam are considered Prime Farmland and Conception loam is classified as Farmland of Statewide Importance. Soils within the Study Area are either currently under agricultural production, are located along the edge of agricultural fields, or are disturbed by urban development. Per the LUCE Policy 1.8.2, “...development is allowed on prime agricultural land if the development contributes to the protection of agricultural land in the urban reserve or greenbelt by one or more of the following methods, or an equally effective method: 1) acting as a receiver site for transfer of development credit from prime agricultural land of equal quantity; 2) securing for the City or for a suitable land conservation organization open space or agricultural easements or fee ownership with deed restrictions; or, 3) directly funding the acquisition of fee ownership or open space easements by the City or a suitable land conservation organization.” The project will comply with the City’s ag mitigation policies by undertaking one of the methods described in LUCE Policy 1.8.2.



FIGURE 8 VIEW OF SITE FROM SH 101 AT LOVR SOUTH SOUTHERN LIMITS (SITE BEYOND TREE LINE)



FIGURE 9 VIEW OF SITE FROM SH 101 FROM LOVR NORTH NORTHERN LIMITS (SITE IS BEYOND TREE LINE)



FIGURE 10 PHOTOSIM: LOS VERDES I TO LOVR NORTH



FIGURE 11 PHOTOSIM: LOS VERDES I TO LOVR NORTH



FIGURE 12 PHOTOSIM: LOS VERDES II TO LOVR SOUTH



FIGURE 13 PHOTOSIM: LOS VERDES II TO LOVR SOUTH

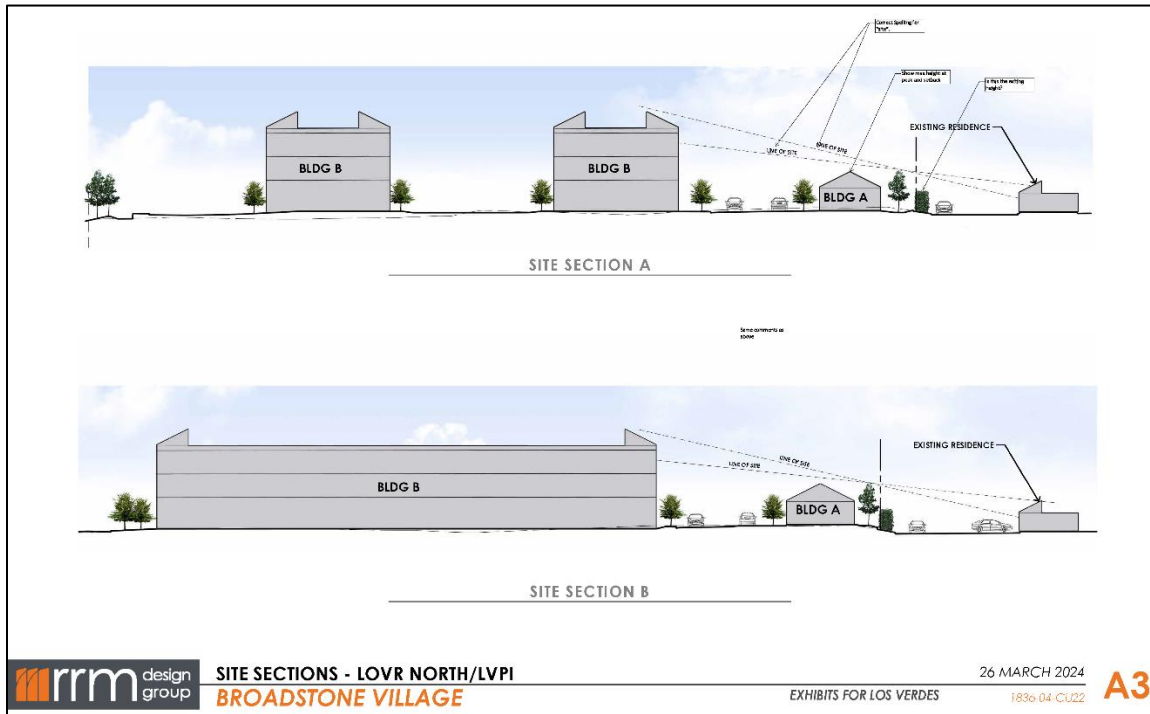


FIGURE 14 LOVR NORTH/LOS VERDES I CROSS SECTION

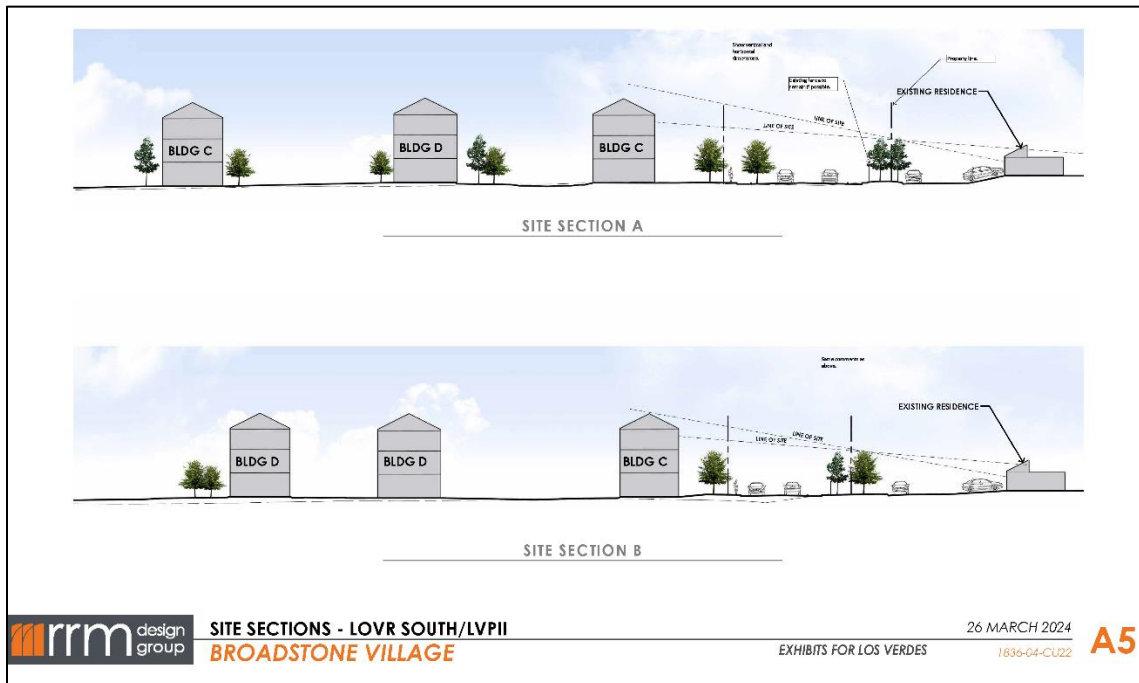


FIGURE 15 LOVR SOUTH/LOS VERDES II CROSS SECTION

Air Quality

Once the traffic study has been reviewed and completed, an air quality impact assessment will be prepared. Existing agricultural operations establish a baseline for existing conditions, as well as existing zoning.

Biological Resources

A biological resources assessment (“BRA”) was completed for Broadstone North (“LOVR North”), Broadstone South (“LOVR South”), and the Hayashi Property by Terra-Verde Environmental Consulting. Based on a review of the range and habitat requirements for regionally occurring special-status species, it was determined that five special-status botanical species had the potential to occur within the survey area, including Cambria morning glory, Congdon’s tarplant, Monkey-flowered savory, Paniculate tarplant, Black-flowered figwort, and Coast live oak. Two coast live oak trees were observed in LOVR North, near the structure in the northwest corner. Most of the special-status plants occur in the riparian areas of San Luis Obispo Creek, and not in the ruderal and agricultural areas on site that are proposed for development. Nonetheless, Cambria morning-glory, Congdon’s tarplant, and paniculate tarplant are species that tolerate disturbance, the development portions of the site were surveyed for these species. No special-status botanical species were observed during the June 7 survey, which was timed to coincide with the typical blooming period for regionally occurring special-status plant species with suitable habitat on site.

The range and habitat requirements for regionally occurring special-status wildlife species indicates that 14 species may occur on site or in surrounding areas, in addition to nesting birds and raptors. No special-status wildlife species were observed during the field surveys. However, of these species, the Southwestern pond turtle, California red-legged frog, Coast Range newt, steelhead, and two-striped garter snake have potential to occur in and around San Luis Obispo Creek and the wetland abutting the sites. Northern California legless lizard, Cooper’s hawk, sharp-shinned hawk, pallid bat, Townsend’s big-eared bat, white tailed kite, San Diego desert woodrat, and Least Bell’s vireo have potential to occur in and around the riparian areas. Abandoned structures on the LOVR North property may provide habitat for roosting bats. American badger may occur in riparian or ruderal areas on site. In addition, San Luis Obispo Creek is designated critical habitat for the south-central California coast steelhead DPS by the National Oceanic and Atmospheric Association (NOAA) (NOAA 2021). Further, suitable habitat for nesting birds is present within the riparian and ruderal areas as well as the building and ornamental plants on LOVR North.

The Property and the Hayashi Property also have aquatic features including “Drainage 1” which is an ephemeral drainage that flows generally east to west across the LOVR North property. There is a culvert where the north-south access road crosses the drainage. The eastern portion of Drainage 1 has a well-defined bed and bank up to the culvert. West of the culvert the feature becomes less defined before it flows into the riparian habitat associated with San Luis Obispo Creek. The extent of CDFW jurisdiction was mapped along both banks of Drainage 1. The survey also identified “Swale 1” which is an erosional feature that flows from a culvert outlet under an access road that runs along the northern bank of San Luis Obispo Creek in the southwestern corner of the Hayashi Property. Swale 1 has a defined bed and bank and flows southeast into San Luis Obispo Creek. The extent of CDFW jurisdiction was mapped along both banks. On the east side of the Hayashi Property, there is a wetland feature that abuts the existing access road entrance off South Higuera Street. Wetland vegetation was observed during the survey and a review of aerial imagery. San Luis Creek is recognized as a Waters of the US and Water of the State; however, development is set back from the creek channel by 100 to 250 feet and the survey concluded that there will be no direct impacts to San Luis Creek, or the sensitive species expected to occur there.

Cultural Resources

A Cultural Resources Assessment was conducted for the Project and the Hayashi Property. It concluded that while the proposed improvements are located within an area of moderate archaeological sensitivity, archival research, a Native American Heritage Commission Sacred Lands Search, previous surveys, and an intensive archaeological field survey identified no archaeological resources. No further archaeological work is required or recommended within the acreage studied during this survey. Two structures on the Hayashi Property were evaluated, including an old segment of Old State Route 2 and the Stornetta Bridge. The Old State Route 2 was determined ineligible for listing in the National Register of Historic Places and the California Register of Historical Resources due to a lack of historic integrity. The Stornetta Bridge was also evaluated and is considered a historical resource for the purposes of CEQA. The LOVR Bypass and the Bob Jones Trail extensions are expected to cross and affect

Old State Route 2, but will be 150 feet to 175 feet away from the Stornetta Bridge. No cultural resources impacts are expected.

Energy

Efficient use of energy is assured because of the application of the most recent version of the California Energy Code, the Uniform Building Code, and the City's Climate Action Plan. The Property is also located in a "low-VMT" traffic analysis zone with 76% of average household VMT according to data from the California State Traffic Demand Model (CSTDM), and according to the Residential VMT Screening Map in the City's Multimodal Transportation Impact Study Guidelines. This indicates that energy consumption related to vehicle use will be substantially below local averages. The installation of the Bob Jones Trail extension would further encourage active transportation modes. The LOVR Bypass would also shorten the travel distance for northwest bound vehicles on Higuera south of Buckley Road and on Buckley Road, by approximately 1,200 linear feet (0.23 miles), reducing annual VMT associated with these existing trips by 285,430 miles per year, and resulting in lower fuel and energy usage. The project proposes an "all-electric" fuel program.

Geology and Soils

Broadstone North, Broadstone South and the Hayashi Property were evaluated by GeoSolutions for constraints related to local geology, surface and groundwater conditions, propensity for landslides or unstable soil conditions, faults and seismicity, flooding and severe erosion, liquefaction, and capability of the soils to support building structures and foundations. All of the subject sites were deemed suitable for construction of the proposed improvements, with special conditions necessary to address the potential of groundwater seepage, presence of loose/soft surface soils, the presence of expansive material, influx of water from irrigation, leakage from the residence, or natural seepage could cause expansive soil problems. Special design conditions are warranted to address the potential for liquefaction, as well as addressing the influence of the flood prone areas and seepage from San Luis Creek.

Global Climate Change/GHG

The Project's generation of Greenhouse gasses (GHG) will be quantified during the environmental review process. It will also comply with the City's Climate Action Plan.

Hazards and Hazardous Materials

The Soils Engineering Reports and Engineering Geological Investigations for the Broadstone North, Broadstone South and the Hayashi properties did not reveal any hazards related to soil conditions, or the presence of hazardous materials. The Phase I Environmental Site Assessment did not reveal any known or potential hazards. The traffic analysis did not reveal any hazards related to unsafe circulation improvements or roadway geometry. Finally, the properties are in Airport Land Use Plan Safety Zone 6, which permits development at the proposed intensity.

Hydrology and Water Quality

There are no known water quality issues on the project sites. The principal hydrological issue is the presence of flooding potential on the Broadstone South property and the Hayashi Property. Base flood elevations for Broadstone North ranges from 110' msl on the north to 104' msl at the Los Osos Valley Road bridge. Base flood elevations for Broadstone South range from 104' msl at the Los Osos Valley Road bridge on the north to 98.8 msl on the south. The Hayashi Property is in Zone A, and base flood elevations have not been officially established. As part of the project, a comprehensive HEC-RAS analysis will be prepared for the LOVR North, LOVR South and Hayashi properties. According to the City's Drainage Design Manual, there is to be no significant net increase (no more than 0.2 feet) in up-stream or downstream floodwater surface elevations for the 100-year flood at General Plan build-out as a result of changes in floodplain configuration and building construction, or a change in stream velocities greater than 0.3 feet per second. In order to implement this, the Drainage Design Manual requires that there shall be no significant net decrease in floodplain storage volume as a result of a new development or redevelopment projects, which is to be achieved by balancing all fill placed on the 100-year floodplain with cut taken

from other portions of the floodplain within the project area of the application, or with cut exported off site. Flood floodplain storage capacity is not to be reduced at any stage of a flood (2, 10, 50, or 100-year event). It is noteworthy that there is a significant inconsistency between existing grade/topography, the flood level/floodway datum, and the mapped flood areas. This analysis will be further developed as part of the project.

Broadstone South will require 3'-5' feet of fill in the lower 2.5 acres of the site, with compensating adjustments in grade achieved by construction of the ponding basin on the Hayashi Property south of Broadstone South, and a combination of onsite storm drainage basins and chambers. Total cut and fill for Broadstone South is estimated to be approximately 15,000 cubic yards each. The Project will implement Post Construction Requirements as required by the Regional Water Quality Control Board. Development of the Bob Jones Trail and the LOVR Bypass on the Hayashi Property will require flood proofing to either the City or County standard.

In order to accommodate construction of the LOVR Bypass, and the potential impact on flood flows, the project will widen the floodway on the west side of San Luis Creek to create 42,500 cubic yards (26.35 acre-feet) of floodway/drainage area volume to compensate for the capacity reduction on the east side of the San Luis Creek. Sheets EX-2 and EX-9 show the proposed grading profiles.

Land Use

The land uses proposed are consistent with the 2014 LUCE and the most recently adopted version of the Housing Element, the latter of which calls for the site to be used for "higher density residential uses". Development adjacent to the Los Verdes projects may also have potential conflicts; however, the location of the LOVR Bypass will mitigate any conflicts between multi-story construction on the project sites existing development. Broadstone North Building A next to LVP I will be a one-story structure for compatibility with Los Verdes Park I. There is a potential conflict between the Bob Jones Trail extension and the LOVR Bypass on the Hayashi Property that is covered by an Open Space Easement (per Parcel Map C0-79-218 and County Resolution 81-485). At the request of the applicant, the County of San Luis Obispo has determined the proposed facilities are consistent with "vehicular access" provided for in the easement document. There is also a potential conflict with the agricultural preservation and open space goals of the City and County through the conversion of open space and productive agricultural lands; however, the displaced 21 acres of lands will be replaced with an equal amount of land elsewhere in the City's Urban Reserve Area per LUCE Policy 1.18, or in conjunction with a City, County or Land Conservancy conservation project.

There is also a potential conflict with LVP II. Currently, LVP II has landscaping, walls and fences that are 7 feet to 13 feet west of the common property line between LVP II and Broadstone South. If the common property line is used as the fence/wall location, the vinyl wall would be relocated to a point five feet west of Los Palos Drive. The applicant and LVP II representatives are working on a solution.

Noise

A noise study was completed for the Project and it determined that the principal sources of existing and future noise are considered to be Los Osos Valley Road, State Highway 101, and the LOVR Bypass roadways. Under existing conditions, and without the LOVR Bypass, maximum exterior noise levels due to State Highway 101 on Broadstone North and Broadstone South are not expected to exceed 61 dBA and normal/typical construction practices and designs will be sufficient in maintaining the interior noise levels of habitable spaces in the residential buildings. The outdoor activity areas for these areas are also expected to be below the Noise Element limit of 60 dBA.

The construction of the LOVR Bypass will shift 3,500 current vehicle trips from portions of South Higuera and Los Osos Valley Road to the LOVR Bypass, and the sound level contours with the additional of the LOVR Bypass in place were considered. According to the noise study, the LOVR Bypass will not have an impact on units in Los Verdes Park II. Los Verdes Park II noise levels will be lower by 6 dB with the project and with the LOVR Bypass because of attenuation of highway sound by the project structures. The actual noise impact will likely be less because the design standard for the LOVR Bypass is a Residential Collector, with a maximum design speed of 25 mph.

The assumption of a 35 mph design speed results in predicted sound levels that are approximately 2 dB higher than with the proposed design speed and anticipated traffic volumes and provides a worst-case scenario for noise modelling purposes. There is not projected to have any adverse affect of the project on noise levels in Los Verdes Park and Los Verdes Unit I.

Population and Housing

The proposed multifamily housing is recommended in Policy 6.13 of the Housing Element. The City of San Luis Obispo moderates local population growth through a growth management system to ensure that population increases over the term of the Land Use and Circulation Element (2014-2035). The city has set a population planning limit to 2035 of 57,200, and city utilities and service capacities are benchmarked to that buildout population. Building permits are also moderated to ensure that the population limits in the LUCE are not exceeded, using a population per household statistic to keep population, housing and population levels in check.

Since 1990, the average population per household has shown a regular decline, going from 2.26 persons per household (PPH) in 1990 to 2.01 persons per household in 2023. While that 10% reduction on average persons per household does not appear to be dramatic in itself, it reflects a substantial decline in the number of persons per new housing unit, reflecting the addition of 5,370 housing units and 6,272 in total population over that time period. Since the adoption of the LUCE in 2014, more housing units have been built than the resulting marginal increase in the number of new persons, and the marginal persons per household over that period has been 0.80, as shown in **Table 4**, below. Various public service factors validate this trend with trip generation, water demand and dry day sewer flows all below projected levels. There are several factors considered at play, including a greater number of retirees and “empty nester” household, smaller unit sizes, the addition of student housing at CalPoly, the formation of additional local households from the existing population (existing family members moving out to form their own households), and other factors.

TABLE 4 HOUSING AND POPULATION TRENDS (1990-2023)

	1990	2000	2010	2015	2020	2021	2022	2023	1990-2023	2015-2023
Population	40,478	42,317	43,937	44,854	44,609	46,206	46,318	46,750	6,272	1,896
Housing Units	17,877	19,308	20,554	20,887	21,641	22,090	22,676	23,247	5,370	2,360
Average PPH	2.26	2.19	2.14	2.15	2.06	2.09	2.04	2.01		
New HH Pop/Unit		1.29	1.30	0.62	(0.32)	3.56	0.19	0.76	1.17	0.80

While there are annual variations in the marginal increase in population per household, the most prudent method of projecting Project and LUCE buildout is using a marginal PPH of 1.81 new persons per additional multifamily household, and 2.51 PPH per additional multifamily households. These were recently determined to be the averages for San Luis Obispo for all new and existing housing. While using the 0.80s PPH post-LUCE rate would provide a statistically valid metric that may be more representative of current housing trends, demographic changes in the community, and housing preferences, the communitywide average provides a more conservative estimate, even though using this average has not proven to be a good predictor of population resulting from new housing projects. Using the communitywide averages, the growth in housing units at the maximum one percent per year would result in a buildout population of 51,600 persons by 2035, 5,600 less than the maximum level shown in the Land Use Policy 1.11.2.

Based on the communitywide averages, with some adjustment for unit size and tenure (senior vs non-senior units), the proposed project is estimated to increase local population by 738 persons, compared to the 364 persons estimated in the LUCE EIR. This increase of 374 persons can easily be accommodated given that population is 1,859 persons fewer than the level projected in the General Plan for the same growth rate.

Public Services

The project is served by City public services. Police services are dispatched from the central police station, and the nearest fire station is located on Los Osos Valley Road at Madonna Road. According to the City's Fire Master Plan Map Atlas, Maps 3, 4 and 5, the project site is within a 4-minute travel time/1.5-mile ISO distance from the first responding fire station, and within 8 minutes from the second unit, indicating adequate coverage. The Avila Ranch project is implementing an interim fire station as part of its development that will also serve the project. No additional police or fire facilities are needed to support the project.

The annexing of the Hayashi property will not result in additional public service demands beyond road and some riparian corridor maintenance. The Hayashi site is not within the City's URL and urban land uses are not proposed for any of that project site. There will be no public safety, public services or utility demands associated with an increase in population because the site is uninhabited and has no residential, commercial or industrial land uses planned for it.

In terms of maintenance costs, the City would be responsible for maintenance of the LOVR Bypass and the Bob Jones Trail on the Hayashi property once completed, as well as those areas that are currently within the City. There will be 2,600 LF of the bypass and bike path to maintain equal to 6.25 lineal feet (LF) per residential unit in Broadstone. By comparison, Avila Ranch has 16 LF per unit, Serra Meadows has 44 LF per unit, and Froom Ranch has 6.5 LF per unit. The project with the bypass would result in fewer public road miles to maintain per unit than all recently approved projects. The number of city road miles would increase by 0.36% by adding the bypass. The cost to maintain the LOVR Bypass is estimated at \$0.10/SF per year and the cost to maintain the bike path is \$0.50/SF per year. Total road maintenance costs are approximately \$25,000 per year. Other costs may total up to an additional \$100,000 per year. This will increase the \$18 million Public Works budget by 0.14%. All of these costs would be covered by a Community Facilities District paid for by the project.

Recreation

The project is not located within the service area of a neighborhood or community park as shown on the City Recreation and Parks Element of the General Plan. Each component of the development will provide an 0.5-acre area for onsite recreational facilities to serve the residents including a community building or spaces, outdoor court games, pools, tot lots, and meeting spaces. The project will contribute to the development of recreation and park facilities through the payment of parks fees per the City's Development Impact Fee schedule.

Traffic and VMT

VMT. The Property is located in a "low-VMT" traffic analysis zone according to data from the California State Traffic Demand Model (CSTDm), and according to the Residential VMT Screening Map in the City's Multi-modal Transportation Impact Study Guidelines. As a residential project, VMT compliance is measured by the number of vehicle miles travelled per person compared to the Countywide average. According to the City's Transportation Impact Study Guidelines, daily project per capita VMT should be 14.25, 15 percent below baseline Regional (County) average Residential VMT per capita. According to the CSTDm data, per capita VMT in CSTDm traffic analysis zone 3312 where the project is located has a daily per capita VMT of 8.8. The LOVR Bypass will shorten the travel distance for northwest bound vehicles on Higuera south of Buckley Road and on Buckley Road, by approximately 1,200 linear feet (0.23 miles), reducing annual VMT by 285,430 miles. Net VMT/capita from the project is estimated to be 7.43, approximately half of the threshold established by the City. The project may result in much lower total VMT if regional VMT effects are considered that are associated with improving the balance of housing and jobs in the community.

Traffic Operations Analysis. While traffic operations analysis is no longer a CEQA issue, the project site is located in an area requiring special transportation analysis to assess the feasibility and type of intersection control at the LOVR Bypass/Los Osos Valley Road, the feasibility and affect of the LOVR Bypass on the local circulation system, and the feasibility and affect of the extension of the Bob Jones Trail from Los Osos Valley Road to South Higuera Street.

The extension of the LOVR Bypass between LOVR and Higuera was studied during the LUCE, but no final conclusions were drawn other than to study it further when the “Creekside” projects were proposed. There were also questions about the feasibility of the project given its location in the County, property ownership, agricultural use and open space easements. A conceptual plan has been developed and is shown in **Figure 6** that provides for the turn movements, traffic volumes and turn queues estimated in the traffic study.

The traffic study analyzed the LOVR/US 101 NB Ramp intersection, the LOVR/LOVR Bypass/Project Access (future intersection), the LOVR/South Higuera Street intersection, and the LOVR Bypass/Buckley Road/South Higuera Street intersection for current operations, buildout operations without the project, the project without the LOVR Bypass, and the project with the LOVR Bypass. The traffic analysis concluded that LOVR Bypass would divert approximately 3,500 non-project trips each day from South Higuera between Buckley and Los Osos Valley Road and between South Higuera and the LOVR Bypass/Los Osos Valley Road intersection. The LOVR Bypass would therefore significantly reduce eastbound right-turning trips on Los Osos Valley Road to South Higuera, and significantly reduce northbound left-turning trips on South Higuera to Los Osos Valley Road. Both maneuvers were considered significant constraints to the intersection when it was evaluated in the LUCE.

The traffic study concluded that without the project and the associated LOVR Bypass, the LOVR/South Higuera Street intersection would continue to operate unacceptably with an LOS E in the PM Peak Hour. Construction of the LOVR Bypass improves intersection operations to LOS D at buildout, without any other modifications to the intersection. This is the same conclusion that was drawn in the June 13, 2014 LUCE Technical Memorandum (Page N-6) that implementation of the LOVR Bypass avoided the northbound left movement failures anticipated at the Los Osos Valley Road/Higuera intersection. Other LUCE technical analysis also concluded that the LOVR Bypass would reduce delays for residents exiting Los Verdes and a roadway in this area would be needed to provide access to development along this corridor. The final adopted Circulation and LUCE did not include the LOVR Bypass, but did include widening of South Higuera from Madonna to the southern City limits (including the Los Osos Valley Road/Higuera intersection) to four lanes. Construction of the LOVR Bypass would eliminate that need south of Los Osos Valley Road, and eliminate the need for the lengthening of the northbound left and eastbound right turn pockets.

Due to the volume of traffic on Los Osos Valley Road and the approaching traffic on the LOVR Bypass, the Bypass/LOVR intersection would need to be controlled in some manner. The traffic study makes recommendations on turn pocket lengths for the LOVR/Bypass, and the Bypass/Higuera intersections that have been integrated into the project at signalized intersections. The LOVR Bypass/Higuera intersection would require some modification to the south leg to accommodate lengthening of the northbound left turn pocket. The LOVR Bypass degrades intersection operations to LOS D during the PM peak hour due to an additional signal phase associated with the new west leg of the intersection. However, the construction of the LOVR Bypass decreases the southbound left turn queue that would otherwise extend into the Octagon Barn left turn lane.

The new intersection at the LOVR Bypass and Los Osos Valley Road would be within 575 feet of the northbound ramp intersection on Los Osos Valley Road. The westbound left turn pocket is currently approximately 400 feet. This is not ideal spacing so there was an analysis made of any conflicts that may occur to freeway ramp operations. The traffic concluded that because the eastbound left turning movements into Broadstone North only minimal queue, and the buildout queue for the westbound left turn to the northbound 101 ramps was less than 200 feet, there would be no operational conflict between the adjacent intersections. It was noted that a roundabout at this location would provide a greater conflict with the 101 northbound ramp because of roundabout approach improvements.

As required by City policy, a roundabout was also considered at the LOVR Bypass/LOVR intersection. A roundabout alternative was also considered as part of this constraints analysis. The preliminary layout of the roundabout included the following design parameters a two-lane roundabout to match approach and departure lane configurations with an inscribed circle diameter of 180’ to align with recommendations from the current guidance (NCHRP 1043), and a multiuse 10’ path width and 5’ buffer from the path to the inscribed circle. It should be

noted that detailed design performance metric checks such as truck turns, overlaps, and fastest paths were not performed for the feasibility assessment of this preliminary layout.

The intersection footprint for a double lane roundabout would be significantly larger than that of the signalized intersection at this location. A key criterion was to avoid property impacts to the Los Verdes Park properties. Applying the necessary design features for a two-lane roundabout with consideration of multi-modal needs (particularly important near the Bob Jones Trail), the roundabout intersection will not meet either the advisory or the mandatory intersection distance standards required by the Caltrans Highway Design Manual (HDM). The distance from the US 101 northbound ramp curb return to the inscribed circle of the roundabout is reduced to 265' and would require both an advisory standard (District level) and mandatory standard (HQ level) approval from Caltrans.

The roundabout intersection treatment would also require significantly more reconstruction work along LOVR, triggering more traffic impacts during construction, and require more right of way acquisition. Additional challenges would include staging construction and traffic handling on a very busy arterial road. Similar to a signalized LOVR Bypass intersection, the roundabout would have to be analyzed from a traffic operations standpoint to verify the feasibility. A review of the roundabout at this location indicates that this type of intersection treatment at this location to be problematic because the LOVR WB Left turn lane onto NB 101 would be shortened to 125' (traffic report shows maximum queue of 167'). LOVR traffic speed surveys performed indicate that during those surveys, speeds are just under the requirements to apply a high-speed entry treatment to the roundabout approach from the west. However, no safety factor has been applied and actual speeds may end up triggering high speed entry treatments that could necessitate widening of the roadway over the Creek culverts. It was also determined that LOVR WB through movement is shown at 198' in future conditions which would have vehicles close to backing up into the roundabout which would lock up the roundabout. Finally, the footprint of the roundabout is such that it would significantly reduce the developable area for Brookstone Village North and South to the point the project that would not be feasible and would not achieve the City's Housing Element objective of increasing density on this site.

Bob Jones Trail. The other major circulation element is the connection of Bob Jones Trail to Higuera from its current terminus at the signal at the northbound Hwy 101 ramp on Los Osos Valley Road. As currently planned in the Active Transportation Plan, there would be a "grade-separated" crossing from the north side of Los Osos Valley Road to the south side, and the Bob Jones Trail would be extended along and in the riparian setback for San Luis Creek, as described in the Bob Jones Pathway Octagon Barn Connection Study (2013). The designation of this route pre-dated the LUCE and the LOVR Bypass consideration, as well as recent issues with conflicts between users of the Bob Jones Trail and homeless persons residing in the creek. Per staff's direction, a location along the LOVR Bypass was evaluated and is recommended as part of the project. The location of the Bob Jones Trail along the LOVR Bypass would result in directing Bob Jones Trail traffic through the LOVR Bypass/Los Osos Valley Road intersection, eliminating the need for the grade-separated crossing proposed in the Active Transportation Plan and/or eliminating the need for a separate ped-bike phase at the 101 northbound ramp/Los Osos Valley Road intersection. **Figure 6** shows the proposed location of the Bob Jones Trail as proposed by the project.

Fiscal and Economic Issues

Development of properties results in public services demands. The annexation of the Hayashi property will not generate any property taxes as provided in the City's tax sharing agreement with the other tax entities. According to the fiscal impact analysis used for the LUCE and similar recent projects, the overall development portions of the project, including the LOVR North and LOVR South will generate a General Fund surplus of \$1.3 million over 30 years without the bypass/bike path expenses. Total annual service costs for the roadway, bike path, traffic signal and open space (current inside the city and the annexed area) will total \$128,600 per year that can be partially funded with the \$43,500 annual GF surplus that the project creates. In order to address this, the project proposes a Community Facilities District (CFD) to finance the public service costs associated with the annexation of the Hayashi property. A CFD tax level of \$225-\$325 per year per unit would be required. The same CFD could be used

to finance the developer's share of the LOVR Bypass that is not funded by the City General Fund or the City TIF program. The project With a CFD and the GF surplus results in a net gain for the GF over 30 years of \$4.93 million. The estimated total CFD tax on the LOVR North and LOVR South properties will be 0.171% at buildout which would result in a total property tax burden of 1.28%, less than the City 1.5% maximum.

At the request of the City, the fiscal issues associated with the impact on the General Fund and the City TIF were considered. As stated in the information previously provided to the City, the improvements will be phased so that the City GF, TIF and developer obligations would occur over the next ten years and over at least three 2-year budget cycles. The maximum General Fund obligation in any one budget cycle would be approximately \$500,000 in the 2027-2029 two-year budget. The TIF obligations can be fully funded out of Citywide TIF funds from the LOVR North portion of the project, the first phase of the project. All of the obligations of the Citywide TIF program for the bypass can be funded from the project's TIF revenues, with more the \$2.5 million left over for other city projects.

The annexation, and the resulting implementation of the LOVR Bypass and the revised Bob Jones Trail would result in savings for the TIF and the General Fund, and provide resolution of the projected multimodal level of service deficiencies at LOVR/Higuera. Under the current TIF program the improvements at LOVR/Higuera are estimated to be \$3.1 million (even at this funding level, the intersection will eventually fail). That is based on current day costs based on inflation of the 2019 improvement cost estimates by 53% which is percentage that the City has increased TIF fees since 2019 to cover cost increases. The General Fund's share of this improvement is \$1.7 million, and the TIF's share of this improvement is \$1.4 million. The revised General Fund and TIF amounts are \$215,700 and \$647,200, respectively. The General Fund's savings are \$1.5 million, and the TIF savings are \$749,800 for a total savings of \$2.24 million. The proposal is to use \$841,800 of the General Fund's \$1.5 million savings, and \$989,099 in TIF funds for the Bypass.

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF TWO PARCELS: NORTH AND SOUTH. THE NORTH SITE AREA IS 9.33 ACRES WITH TWO SEPARATE ZONING CATEGORIES AND IS LOCATED TO THE EAST OF US HIGHWAY 101. THE 2.50-ACRE WESTERN PORTION OF THE SITE IS ZONED CONSERVATION OPEN SPACE AND INCORPORATES A PORTION OF THE SAN LUIS OBISPO CREEK RIPARIAN AREA. THE 6.83-ACRE REMAINDER OF THE SITE IS ZONED (R-2-SF) MEDIUM-DENSITY RESIDENTIAL SPECIAL FOCUS AREA. THE SPECIAL FOCUS AREA DESIGNATION IS INCLUDED IN THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN AND PROVIDES GUIDANCE ABOUT FUTURE DEVELOPMENT TO ADDRESS THE KEY ISSUES OF CREEK PROTECTION, SITE ACCESS, FLOOD CONTROL, AND NEIGHBORHOOD PROTECTION. THE SOUTH SITE IS 12.94 ACRES WITH TWO SEPARATE ZONING CATEGORIES AND IS LOCATED TO THE EAST OF US HIGHWAY 101. THE 5.61-ACRE WESTERN PORTION OF THE SITE IS ZONED CONSERVATION OPEN SPACE AND INCORPORATES A PORTION OF THE SAN LUIS OBISPO CREEK RIPARIAN AREA. THE 7.33-ACRE REMAINDER OF THE SITE IS ZONED (R-1-SF) LOW-DENSITY RESIDENTIAL SPECIAL FOCUS AREA. THE SPECIAL FOCUS AREA DESIGNATION IS INCLUDED IN THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN AND PROVIDES GUIDANCE ABOUT FUTURE DEVELOPMENT TO ADDRESS THE KEY ISSUES OF CREEK PROTECTION, SITE ACCESS, FLOOD CONTROL, AND NEIGHBORHOOD PROTECTION.

THE APPLICANT IS PROPOSING TO DEVELOP THE 6.84-ACRE OF THE NORTH PARCEL, CURRENTLY ZONED R-2 WITH A SENIOR HOUSING PROJECT. CONSISTENT WITH HOUSING ELEMENT PROGRAM 6.13, THE PROJECT SITE HAS BEEN IDENTIFIED AS AN OPPORTUNITY SITE FOR REZONING TO PROVIDE POTENTIAL FOR THE PRODUCTION OF INCREASED RESIDENTIAL UNITS. TO MEET THIS GOAL FOR MAXIMIZING HOUSING PRODUCTION, THE PROJECT APPLICATION INCLUDES A REQUEST TO REZONE THE SITE FROM R-2 TO R-4 ALONG WITH A 20% DENSITY BONUS.

THE APPLICANT IS ALSO PROPOSING TO DEVELOP THE 6.84-ACRE OF THE SOUTH PARCEL, CURRENTLY ZONED R-1 WITH A MULTI-FAMILY HOUSING PROJECT. CONSISTENT WITH HOUSING ELEMENT PROGRAM 6.13, THE PROJECT SITE HAS BEEN IDENTIFIED AS AN OPPORTUNITY SITE FOR REZONING TO PROVIDE POTENTIAL FOR THE PRODUCTION OF INCREASED RESIDENTIAL UNITS. TO MEET THIS GOAL FOR MAXIMIZING HOUSING PRODUCTION, THE PROJECT APPLICATION INCLUDES A REQUEST TO REZONE THE SITE FROM R-1 TO R-4 ALONG WITH A 20% DENSITY BONUS.

THE NORTH PROJECT INCLUDES A TOTAL OF 208 SENIOR HOUSING UNITS WITH A VARIETY OF UNIT TYPES AND SIZES INCLUDING STUDIOS, ONE-BEDROOM UNITS, TWO-BEDROOM UNITS, AND THREE-BEDROOM UNITS. THERE ARE THREE DIFFERENT BUILDING TYPES PROPOSED. A TOTAL OF FIVE STRUCTURES IN THE PROJECT RANGING FROM 1 TO 3 STORES.

THE SOUTH PROJECT INCLUDES A TOTAL OF 201 MULTI-FAMILY HOUSING UNITS WITH A VARIETY OF UNIT TYPES AND SIZES INCLUDING STUDIOS, ONE-BEDROOM UNITS AND TWO-BEDROOM UNITS, THERE ARE THREE DIFFERENT BUILDING TYPES PROPOSED. A TOTAL OF THIRTEEN RESIDENTIAL STRUCTURES IN THE PROJECT THAT ARE ALL TO 3-STORIES.



PERSPECTIVE VIEW - Main Building Entry for LOVR North

SHEET INDEX

- T1 TITLE SHEET
- T2 EXISTING CONDITIONS - NORTH
- T3 EXISTING CONDITIONS - SOUTH
- A1 ARCHITECTURAL SITE PLAN - NORTH
- A2 ARCHITECTURAL SITE PLAN - SOUTH
- A3 BUILDING B - ENTRY DROP OFF AND LOBBY
- A4 BUILDING B - EAST ENTRY TO COURTYARD
- A5 BUILDING B - ELEVATIONS
- C1 GRADING AND DRAINING PLAN - NORTH
- C2 GRADING AND DRAINING PLAN - SOUTH
- C3 SITE IMPROVEMENTS - NORTH
- C4 SITE IMPROVEMENTS - SOUTH
- C5 UTILITY PLAN - NORTH
- C6 UTILITY PLAN - SOUTH
- C7 STORM WATER AMANGEMENT PLAN - NORTH
- C8 STORM WATER AMANGEMENT PLAN - SOUTH
- C9 STREET SECTIONS
- C10 AERIAL EXHIBIT - SOUTH
- C11 AERIAL EXHIBIT - SOUTH

VICINITY MAP



BROADSTONE VILLAGE

PROJECT DIRECTORY

OWNER: LOVR PROPERTIES, LLC
P.O. BOX 11358
BAKERSFIELD, CA 93389
CONTACT: MATTHEW WADE
PHONE: (661) 706-8109
EMAIL: mwaade@lovrproperties.com

PLANNER: RRM DESIGN GROUP
3765 S. HIGUERA STREET, SUITE 102
SAN LUIS OBISPO, CA 93401
CONTACT: PAM RICCI
PHONE: (805) 543-1794
EMAIL: PARICCI@RRMDESIGN.COM

ARCHITECT: RRM DESIGN GROUP
3765 S. HIGUERA STREET, SUITE 102
SAN LUIS OBISPO, CA 93401
CONTACT: DARIN CABRAL
PHONE: (805) 543-1794
EMAIL: DJCABRAL@RRMDESIGN.COM

LANDSCAPE: RRM DESIGN GROUP
3765 S. HIGUERA STREET, SUITE 102
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CONTACT: ANNA SCHMITZ
PHONE: (805) 543-1794
EMAIL: AKSCHMITZ@RRMDESIGN.COM

CIVIL: RRM DESIGN GROUP
3765 S. HIGUERA STREET, SUITE 102
SAN LUIS OBISPO, CA 93401
CONTACT: TIM WALTERS
PHONE: (805) 543-1794
EMAIL: TJWALTERS@RRMDESIGN.COM

PROJECT ADDRESS: 12500 LOS OSOS VALLEY ROAD
API: 053-141-013 & 053-161-020

PROJECT STATISTICS

	LOVR NORTH	LOVR SOUTH
CURRENT ZONING:	R-2-SF & C/OS-20	R-1-SF & C/OS-10
PROPOSED ZONING:	R-4	R-4
TOTAL PARCEL SIZE:	9.33 ACRES (R-2 = 6.84 ACRES & C/OS = 2.50 ACRES)	12.94 ACRE
NET LOT AREA:	292,270 SF	
LOT COVERAGE:	178,509 SF (60%)	
MAX. ALLOWED HEIGHT:	35 FT.	35FT
MAX. PROPOSED HEIGHT:	BUILDING A: 18 FT. BUILDING B: 46 FT. BUILDING E: 27 FT.	*BUILDING C: 37 FT. *BUILDING D: 37 FT. *BUILDING E: 37 FT.
YARD SETBACKS:	FRONT 10 FT 10 FT SIDE 5 FT 15 FT REAR 10 FT 10 FT	FRONT 10 FT 10 FT SIDE 5 FT 15 FT REAR 10 FT 10 FT
CONSTRUCTION TYPE:	VB & VA	VB & VA

* HABITABLE SPACE WILL BE BELOW 35' PER 17.70.080 C. - COMPONENTS OF SOLAR ENERGY SYSTEMS, ELEVATION EQUIPMENT, AND SCREENING FOR MECHANICAL EQUIPMENT CAN EXTEND UP TO 10' ABOVE THE MAXIMUM BUILDING HEIGHT.

DENSITY & UNIT MIX (NORTH)

DENSITY ALLOWED:	6.84 AC X 24	164.16 DU
PROPOSED DENSITY BONUS:		
164.16 DU X 5.6%		173.30 DU
PROPOSED DENSITY		173.30 DU
	DU/UNIT	UNIT COUNT
STUDIO	0.5 DU/UNIT	36
1-BED	0.66 DU/UNIT	80
2-BED	1 DU/UNIT	71
3-BED	1.5 DU/UNIT	21
TOTAL		208

UNIT AREAS (NORTH)

UNIT TYPE	UNIT COUNT	AVG. AREA
STUDIO	36	490 SF
1-BED	80	565 SF
2-BED	71	950 SF
3-BED	21	1175 SF

BUILDING UNITS (NORTH)

BUILDING TYPE	STUDIO	1-BED	2-BED	3-BED
BUILDING A	12	6		
BUILDING B	36	60	57	21
BUILDING F		8	8	
TOTAL=	36	80	71	21

PARKING (NORTH)

AUTO PARKING	CALCULATION	SPACE COUNT
PARKING REQUIRED:	RESIDENTIAL	
PARKING PROVIDED:	0.5 SPACE PER UNIT TYPE	104
GARAGES		90
SURFACE		66
TOTAL PARKING PROVIDED		156

DENSITY & UNIT MIX (SOUTH)

DENSITY ALLOWED:	6.84 AC X 24	164.16 DU
PROPOSED DENSITY		163.60 DU
	DU/UNIT	UNIT COUNT
STUDIO	0.5 DU/UNIT	17
1-BED	0.66 DU/UNIT	85
2-BED	1 DU/UNIT	99
TOTAL		201

UNIT AREAS (SOUTH)

UNIT TYPE	UNIT COUNT	AVG. AREA
STUDIO	17	400 SF
1-BED	85	750 SF
2-BED	99	1010 SF

BUILDING UNITS (SOUTH)

BUILDING TYPE	STUDIO	1-BED	2-BED
BUILDING C	6	30	42
BUILDING D	7	35	49
BUILDING E	4	20	8
TOTAL=	17	85	99

PARKING (SOUTH)

AUTO PARKING	CALCULATION	SPACE COUNT
PARKING REQUIRED:	STUDIO 17 UNIT X 1.0 SPACE PER UNIT	17.0
	1-BED 85 UNIT X 1.0 SPACE PER UNIT	85.0
	2-BED 99 UNIT X 1.5 SPACE PER UNIT	148.5
	GUEST 201 UNIT / 5 UNIT PER SPACE	40.2
TOTAL REQUIRED		290.7
PARKING PROVIDED		
GARAGES		173
SURFACE		81
TOTAL PARKING PROVIDED		254

REQUESTING 12.6% PARKING REDUCTION



TITLE SHEET

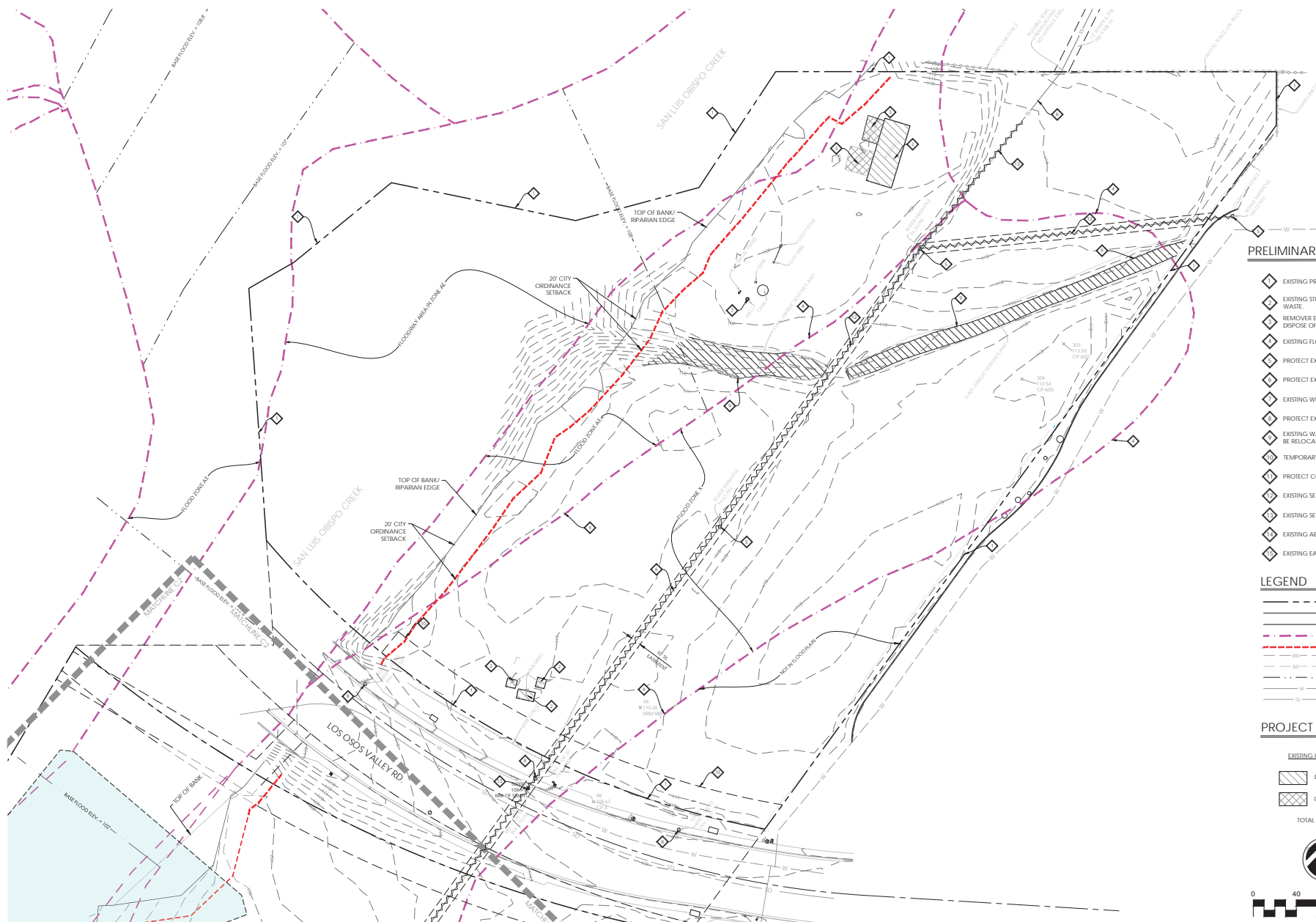
BROADSTONE VILLAGE

02 JANUARY 2025

REZONE AND GPA PACKAGE

1836-04-CU22

T1



PRELIMINARY KEY NOTES

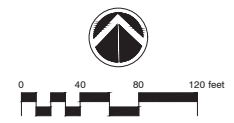
- ◊ EXISTING PROPERTY LINE
- ◊ EXISTING STRUCTURE TO BE DEMOLISHED. PROPERLY DISPOSE OF WASTE.
- ◊ REMOVE EXISTING CONCRETE FLATWORK AND PROPERLY DISPOSE OF WASTE.
- ◊ EXISTING FLOOD PLAN CONTOUR ELEVATION.
- ◊ PROTECT EXISTING SANITARY SEWER MANHOLE.
- ◊ PROTECT EXISTING SANITARY SEWER MAINLINE.
- ◊ EXISTING WELL TO BE ABANDONED.
- ◊ PROTECT EXISTING STORM DRAIN MANHOLE.
- ◊ EXISTING WATERS OF THE STATE STORMWATER BYPASS SWALE TO BE RELOCATED.
- ◊ TEMPORARY CONSTRUCTION EASEMENT TO BE REMOVED.
- ◊ PROTECT COMMUNICATIONS MANHOLE
- ◊ EXISTING SEWER MAIN TO BE CUT, CAPPED, AND ABANDONED
- ◊ EXISTING SEWER MANHOLE TO BE ABANDONED
- ◊ EXISTING ABANDONED SEWER MAIN
- ◊ EXISTING EARTHEN CONVEYANCE SWALE/DITCH

LEGEND

- PROJECT BOUNDARY
- EXISTING PARCEL LOT LINES
- ADJACENT BOUNDARY LINE
- FLOODPLAIN BOUNDARY LINE
- - - 20' CITY ORDINANCE SETBACK LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING CREEK FLOWLINE
- W EXISTING WATER
- SS EXISTING SEWER

PROJECT STATISTICS

- EXISTING IMPERVIOUS AREA**
- ▨ BUILDINGS: 1,755 sf
 - ▩ CONCRETE SURFACE: 850 SF
- TOTAL IMPERVIOUS AREA: 2,605 sf



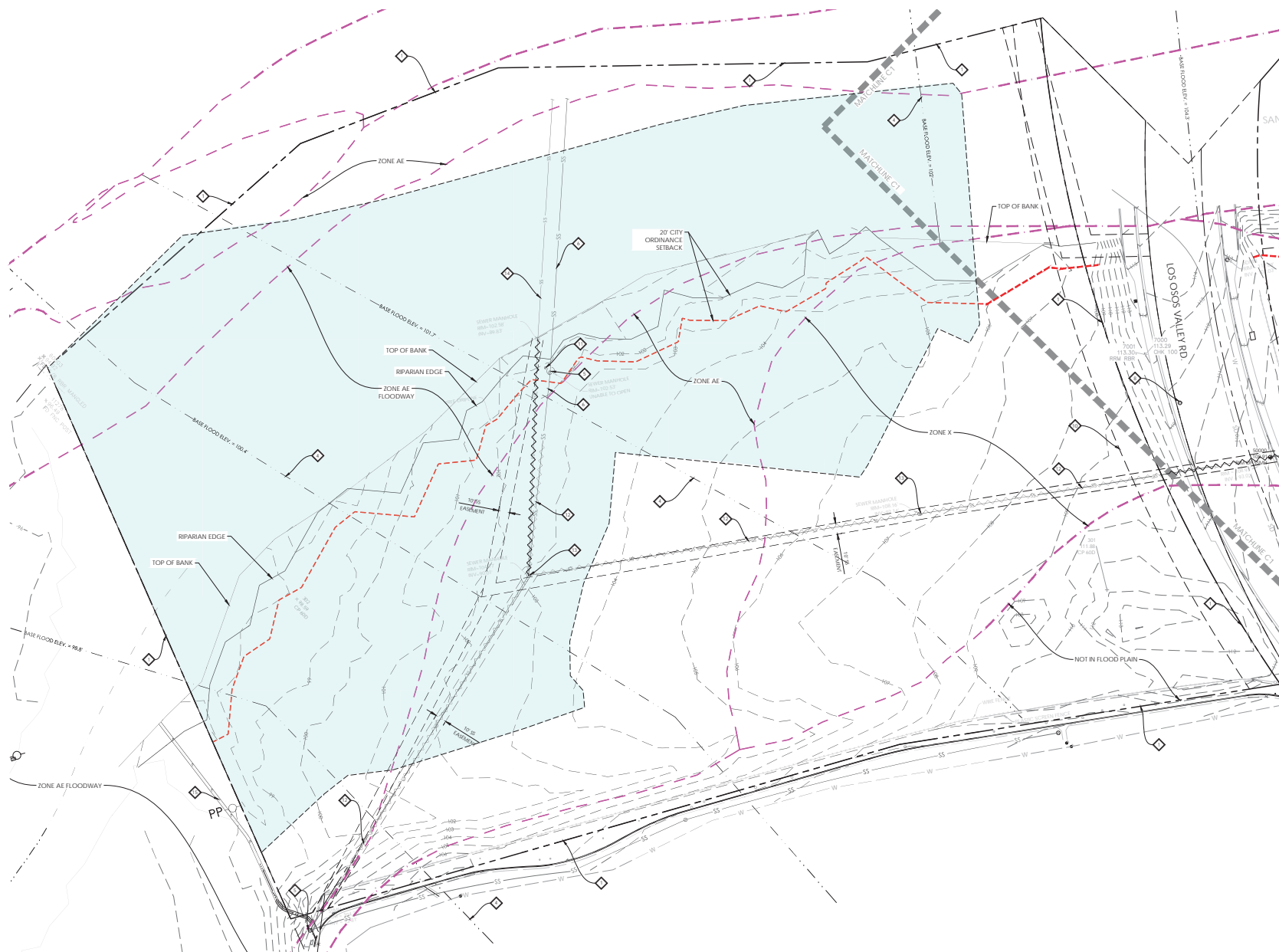
EXISTING CONDITIONS - NORTH
BROADSTONE VILLAGE

REZONE AND GPA PACKAGE

02 JANUARY 2025

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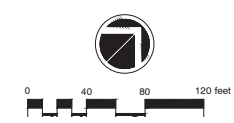
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PRELIMINARY KEY NOTES

- ◊ EXISTING PROPERTY LINE
- ◊ EXISTING STRUCTURE TO BE DEMOLISHED, PROPERLY DISPOSE OF WASTE.
- ◊ REMOVE EXISTING CONCRETE FLATWORK AND PROPERLY DISPOSE OF WASTE
- ◊ EXISTING FLOOD PLAIN CONTOUR ELEVATION.
- ◊ PROTECT EXISTING SANITARY SEWER MANHOLE.
- ◊ PROTECT EXISTING SANITARY SEWER MAINLINE
- ◊ EXISTING WELL TO BE ABANDONED.
- ◊ PROTECT EXISTING STORM DRAIN MANHOLE
- ◊ EXISTING WATERS OF THE STATE STORMWATER BYPASS SWALE TO BE RELOCATED
- ◊ TEMPORARY CONSTRUCTION EASEMENT TO BE REMOVED.
- ◊ PROTECT COMMUNICATIONS MANHOLE
- ◊ EXISTING SEWER MAIN TO BE CUT, CARPED, AND ABANDONED
- ◊ EXISTING SEWER MANHOLE TO BE ABANDONED
- ◊ EXISTING ABANDONED SEWER MAIN
- ◊ EXISTING EARTHEN CONVEYANCE SWALE/DITCH

- LEGEND
- PROJECT BOUNDARY
 - EXISTING PARCEL LOT LINES
 - ADJACENT BOUNDARY LINE
 - FLOODPLAIN BOUNDARY LINE
 - 20' CITY ORDINANCE SETBACK LINE
 - 880 — EXISTING MAJOR CONTOUR EXISTING
 - 881 — MINOR CONTOUR EXISTING CREEK
 - FLOWLINE
 - W — EXISTING WATER
 - SS — EXISTING SEWER
 - SEWER MAIN TO BE ABANDONED
 - APPROXIMATE LOCATION OF SPECIAL FLOODPLAIN MANAGEMENT ZONE



EXISTING CONDITIONS - SOUTH
BROADSTONE VILLAGE

REZONE AND GPA PACKAGE

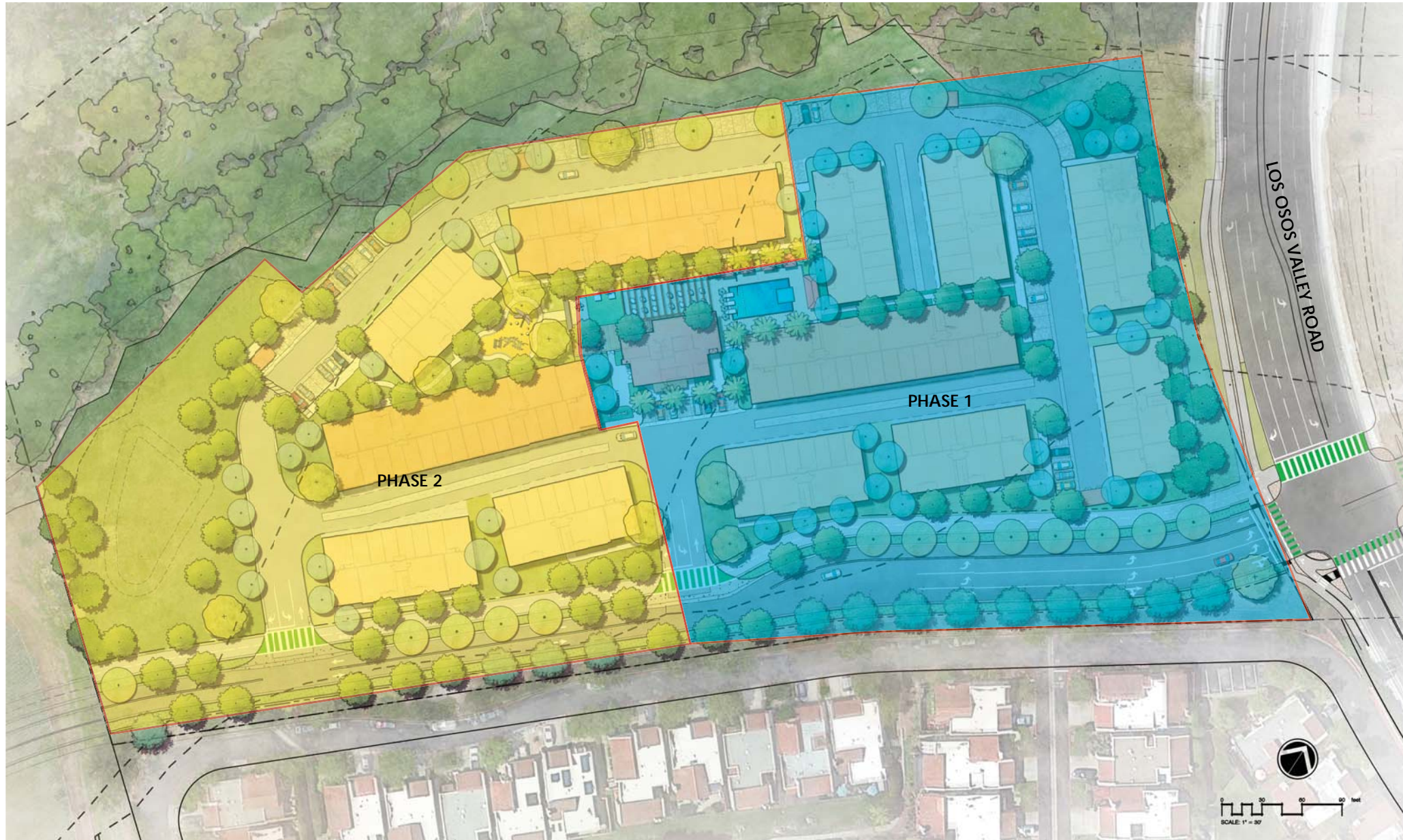
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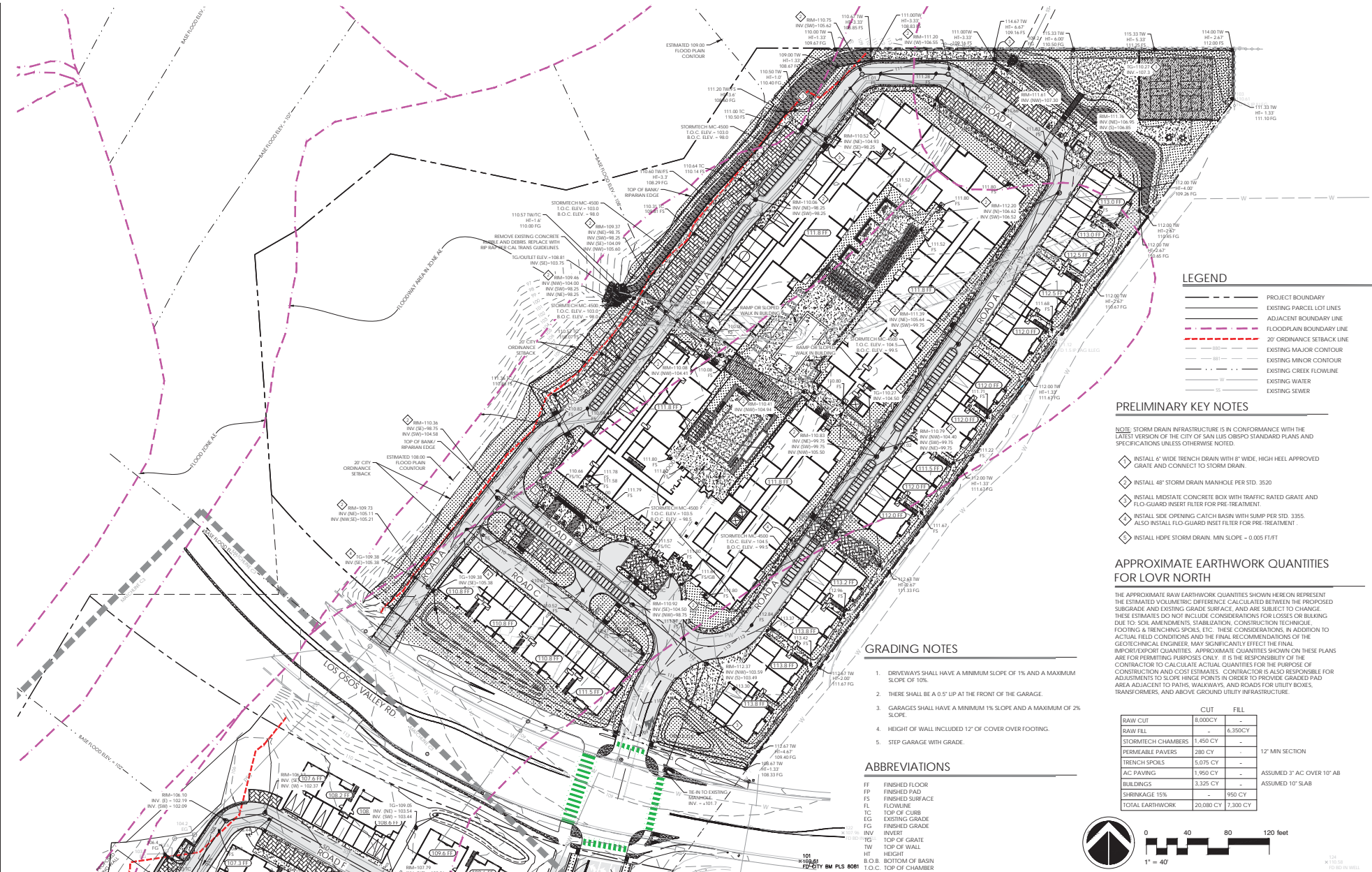




1 FRONT ELEVATION
1/8" = 1'-0" (24 X 36 SHEET)



2 LEFT ELEVATION
1/16" = 1'-0" (24 X 36 SHEET)



LEGEND

- PROJECT BOUNDARY
- EXISTING PARCEL LOT LINES
- ADJACENT BOUNDARY LINE
- FLOODPLAIN BOUNDARY LINE
- 20' ORDINANCE SETBACK LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING CREEK FLOWLINE
- EXISTING WATER
- EXISTING SEWER

PRELIMINARY KEY NOTES

NOTE: STORM DRAIN INFRASTRUCTURE IS IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN LUIS OBISPO STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

- ◆ INSTALL 6" WIDE TRENCH DRAIN WITH 8" WIDE, HIGH HEEL APPROVED GRATE AND CONNECT TO STORM DRAIN.
- ◆ INSTALL 48" STORM DRAIN MANHOLE PER STD. 3520
- ◆ INSTALL MEDIANE CONCRETE BOX WITH TRAFFIC RATED GRATE AND FLO-GUARD INSERT FILTER FOR PRE-TREATMENT.
- ◆ INSTALL SIDE OPENING CATCH BASIN WITH SUMP PER STD. 3355. ALSO INSTALL FLO-GUARD INSERT FILTER FOR PRE-TREATMENT.
- ◆ INSTALL HDPE STORM DRAIN. MIN SLOPE = 0.005 FT/FT

APPROXIMATE EARTHWORK QUANTITIES FOR LOVR NORTH

THE APPROXIMATE RAW EARTHWORK QUANTITIES SHOWN HEREON REPRESENT THE ESTIMATED VOLUMETRIC DIFFERENCE CALCULATED BETWEEN THE PROPOSED SUBGRADE AND EXISTING GRADE SURFACE, AND ARE SUBJECT TO CHANGE. THESE ESTIMATES DO NOT INCLUDE CONSIDERATIONS FOR LOSSES OR BUILDING DUE TO SOIL AMENDMENTS, STABILIZATION, CONSTRUCTION TECHNIQUE, FOOTING & TRENCHING SPILLS, ETC. THESE CONSIDERATIONS, IN ADDITION TO ACTUAL FIELD CONDITIONS AND THE FINAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, MAY SIGNIFICANTLY EFFECT THE FINAL IMPORT/EXPORT QUANTITIES. APPROXIMATE QUANTITIES SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE ACTUAL QUANTITIES FOR THE PURPOSE OF CONSTRUCTION AND COST ESTIMATES. CONTRACTOR IS ALSO RESPONSIBLE FOR ADJUSTMENTS TO SLOPE HINGE POINTS IN ORDER TO PROVIDE GRADED PAD AREA ADJACENT TO PATHS, WALKWAYS, AND ROADS FOR UTILITY BOXES, TRANSFORMERS, AND ABOVE GROUND UTILITY INFRASTRUCTURE.

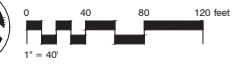
	CUT	FILL
RAW CUT	8,000CY	-
RAW FILL	-	6,350CY
STORMTECH CHAMBERS	1,450 CY	-
PERMEABLE PAVERS	280 CY	-
TRENCH SPILLS	5,075 CY	-
AC PAVING	1,950 CY	-
BUILDINGS	3,325 CY	-
SHRINKAGE 15%	-	950 CY
TOTAL EARTHWORK	20,080 CY	7,300 CY

GRADING NOTES

1. DRIVEWAYS SHALL HAVE A MINIMUM SLOPE OF 1% AND A MAXIMUM SLOPE OF 10%.
2. THERE SHALL BE A 0.5' UP AT THE FRONT OF THE GARAGE.
3. GARAGES SHALL HAVE A MINIMUM 1% SLOPE AND A MAXIMUM OF 2% SLOPE.
4. HEIGHT OF WALL INCLUDED 12" OF COVER OVER FOOTING.
5. STEP GARAGE WITH GRADE.

ABBREVIATIONS

- FF FINISHED FLOOR
- FP FINISHED PAD
- FS FINISHED SURFACE
- FL FLOWLINE
- TC TOP OF CURB
- EG EXISTING GRADE
- FG FINISHED GRADE
- INV INVERT
- YG TOP OF GRATE
- TW TOP OF WALL
- HT HEIGHT
- B.O.B. BOTTOM OF BASIN
- T.O.C. TOP OF CHAMBER



GRADING AND DRAINING PLAN - NORTH
BROADSTONE VILLAGE

REZONE AND GPA PACKAGE

02 JANUARY 2025

1836-04-CU22



PRELIMINARY KEY NOTES

NOTE: STORM DRAIN INFRASTRUCTURE IS IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN LUIS OBISPO STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

- ◆ INSTALL 6" WIDE TRENCH DRAIN WITH 8" WIDE, HIGH HEEL APPROVED GRATE AND CONNECT TO STORM DRAIN.
- ◆ INSTALL 48" STORM DRAIN MANHOLE PER STD. 3520
- ◆ INSTALL MIDSTATE CONCRETE BOX WITH TRAFFIC RATED GRATE AND FLO-GUARD INSERT FILTER FOR PRE-TREATMENT.
- ◆ INSTALL SIDE OPENING CATCH BASIN WITH SUMP PER STD. 3355. ALSO INSTALL FLO-GUARD INSERT FILTER FOR PRE-TREATMENT.
- ◆ INSTALL HDPE STORM DRAIN. MIN SLOPE = 0.005 FT/FT

APPROXIMATE EARTHWORK QUANTITIES FOR L.O.V.R. SOUTH

THE APPROXIMATE RAW EARTHWORK QUANTITIES SHOWN HEREON REPRESENT THE ESTIMATED VOLUMERIC DIFFERENCE CALCULATED BETWEEN THE PROPOSED SUBGRADE AND EXISTING GRADE SURFACE, AND ARE SUBJECT TO CHANGE. THESE ESTIMATES DO NOT INCLUDE CONSIDERATIONS FOR LOSSES OR BULKING DUE TO SOIL AMENDMENTS, STABILIZATION, CONSTRUCTION TECHNIQUE, FOOTING & TRENCHING SPOILS, ETC. THESE CONSIDERATIONS, IN ADDITION TO ACTUAL FIELD CONDITIONS AND THE FINAL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, MAY SIGNIFICANTLY AFFECT THE FINAL IMPORT/EXPORT QUANTITIES. APPROXIMATE QUANTITIES SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE ACTUAL QUANTITIES FOR THE PURPOSE OF CONSTRUCTION AND COST ESTIMATES. CONTRACTOR IS ALSO RESPONSIBLE FOR ADJUSTMENTS TO SLOPE HINGE POINTS IN ORDER TO PROVIDE GRADED PAD AREA ADJACENT TO PATHS, WALKWAYS, AND ROADS FOR UTILITY BOXES, TRANSFORMERS, AND ABOVE GROUND UTILITY INFRASTRUCTURE.

	CUT	FILL	
RAW CUT	2,500 CY	-	
RAW FILL	-	13,486 CY	
PERMEABLE PAVERS	519 CY	-	12" MIN SECTION
TRENCH SPOILS	6,400 CY	-	
AC PAVING	1,756 CY	-	ASSUMED 3" AC OVER 10" AB
BUILDINGS	3,072 CY	-	ASSUMED 10" SLAB
SHRINKAGE 15%	-	2,023 CY	
TOTAL EARTHWORK	14,187 CY	15,509 CY	

ABBREVIATIONS

- FF FINISHED FLOOR
- FP FINISHED PAD
- FS FINISHED SURFACE
- FL FLOWLINE
- TC TOP OF CURB
- EG EXISTING GRADE
- FG FINISHED GRADE
- INVERT
- TG TOP OF GRATE
- TW TOP OF WALL
- HT HEIGHT
- T.O.B. TOP OF BASIN
- B.O.B. BOTTOM OF BASIN
- T.O.C. TOP OF CHAMBER
- B.O.C. BOTTOM OF CHAMBER

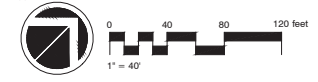
LEGEND

- PROJECT BOUNDARY
- EXISTING PARCEL LOT LINES
- ADJACENT BOUNDARY LINE
- FLOODPLAIN BOUNDARY LINE
- - - 20' ORDINANCE SETBACK LINE
- - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- - - EXISTING CREEK FLOWLINE
- - - EXISTING WATER
- - - EXISTING SEWER

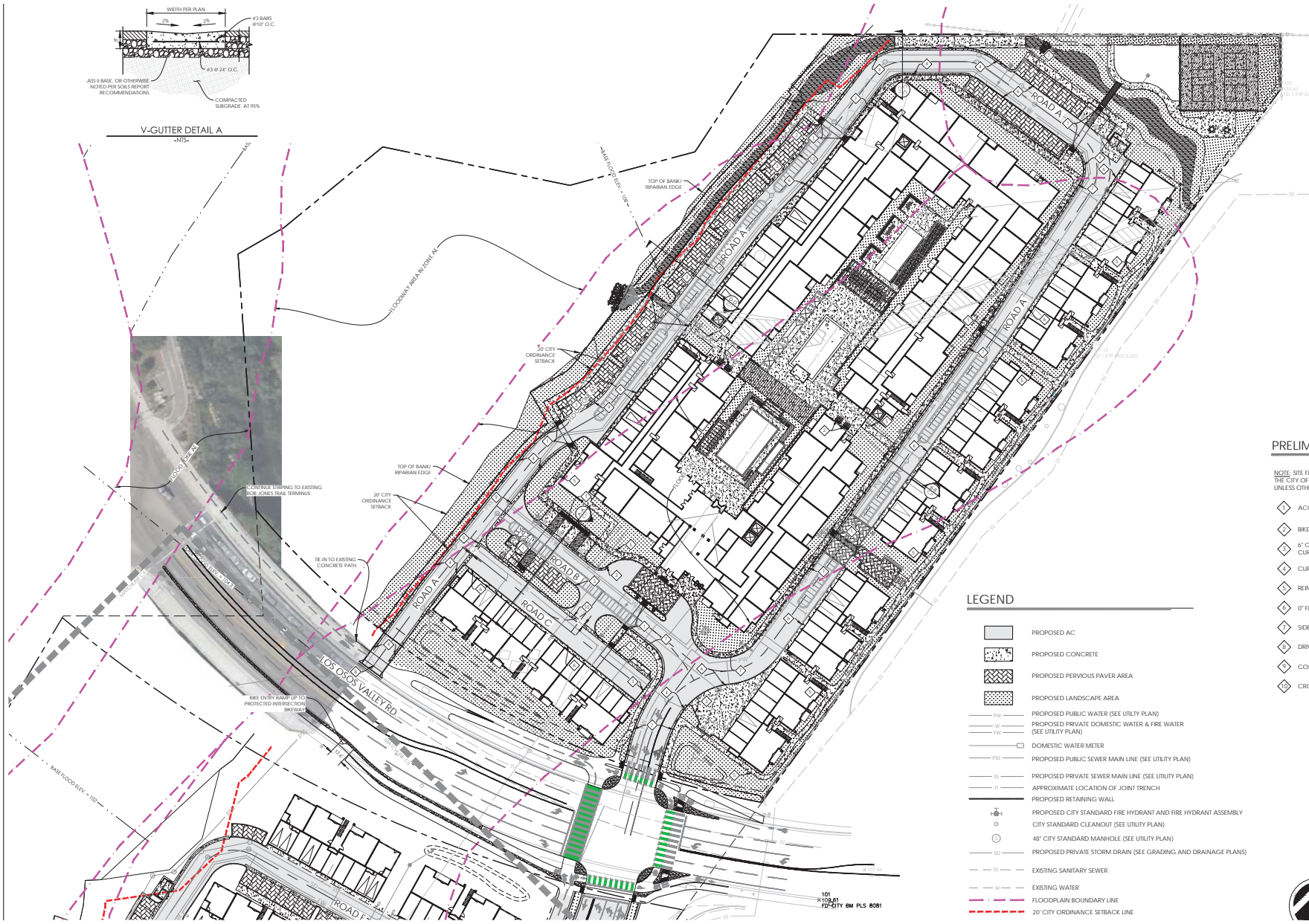


GRADING NOTES

1. DRIVEWAYS SHALL HAVE A MINIMUM SLOPE OF 1% AND A MAXIMUM SLOPE OF 10%.
2. THERE SHALL BE A 0.5' LIP AT THE FRONT OF THE GARAGE.
3. GARAGES SHALL HAVE A MINIMUM 1% SLOPE AND A MAXIMUM OF 2% SLOPE.
4. HEIGHT OF WALL DOES NOT EXCEED 5' EXPOSED.
5. STEP GARAGE WITH GRADE.



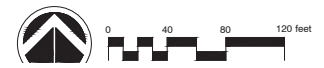
GRADING AND DRAINING PLAN - SOUTH
BROADSTONE VILLAGE



PRELIMINARY KEY NOTES

NOTE: SITE FEATURES ARE IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN LUIS OBISPO STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

- ◇ ACCESSIBLE CURB RAMP PER CALTRANS STANDARD 88A.
- ◇ BIKE RACK. SEE LANDSCAPE PLANS.
- ◇ 4" CONCRETE CURB PER STD. 4020 (MINIMUM 18" DEEPEMED CURB WHEN ADJACENT TO LANDSCAPE)
- ◇ CURB AND GUTTER PER STD. 4030
- ◇ REINFORCED CONCRETE PATH PER LANDSCAPE PLANS
- ◇ 0" FLUSH CONCRETE CURB PER MODIFIED STD. 4020
- ◇ SIDEWALK PER STD. 4110
- ◇ DRIVEWAY APPROACH PER STD. 2110
- ◇ CONCRETE V-GUTTER PER DETAIL THIS SHEET
- ◇ CROSS GUTTER PER STD. 4310



SITE IMPROVEMENTS - NORTH
BROADSTONE VILLAGE




















REZONE AND GPA PACKAGE

02 JANUARY 2025

1836-04-CU22



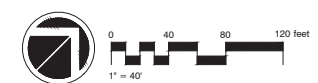
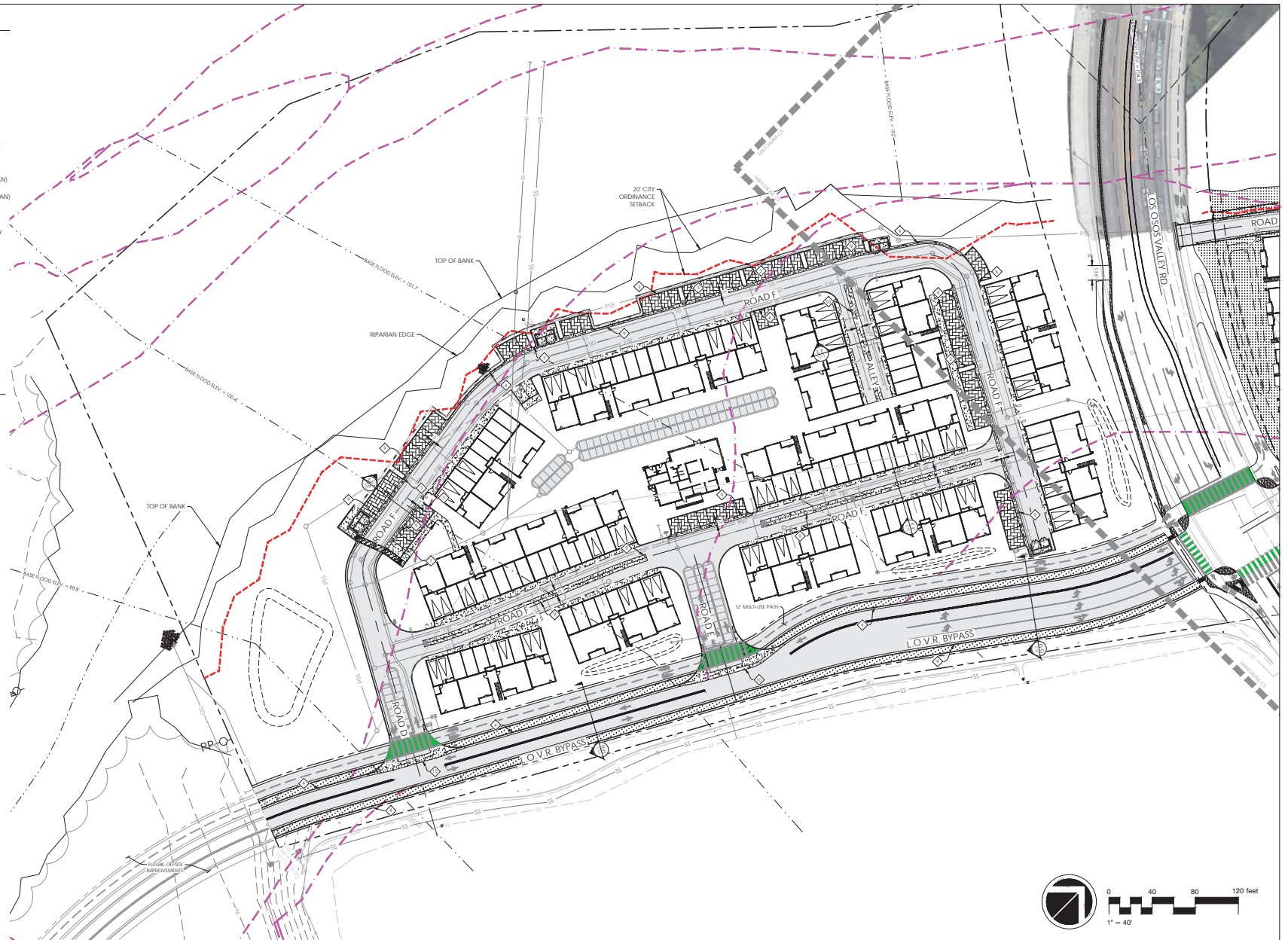
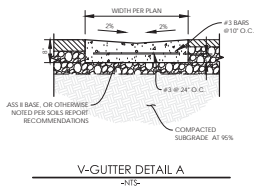
LEGEND

-  PROPOSED AC
-  PROPOSED CONCRETE
-  PROPOSED PERVIOUS PAVER AREA
-  PROPOSED LANDSCAPE AREA
-  PROPOSED PUBLIC WATER (SEE UTILITY PLAN)
-  PROPOSED PRIVATE DOMESTIC WATER & FIRE WATER (SEE UTILITY PLAN)
-  DOMESTIC WATER METER
-  PROPOSED PUBLIC SEWER MAIN LINE (SEE UTILITY PLAN)
-  PROPOSED PRIVATE SEWER MAIN LINE (SEE UTILITY PLAN)
-  APPROXIMATE LOCATION OF JOINT TRENCH
-  PROPOSED RETAINING WALL
-  PROPOSED CITY STANDARD FIRE HYDRANT ASSEMBLY
-  CITY STANDARD CLEANOUT (SEE UTILITY PLAN)
-  48" CITY STANDARD MANHOLE (SEE UTILITY PLAN)
-  PROPOSED PRIVATE STORM DRAIN (SEE GRADING AND DRAINAGE PLANS)
-  EXISTING SANITARY SEWER
-  EXISTING WATER
-  FLOODPLAIN BOUNDARY LINE
-  20' CITY ORDINANCE SETBACK LINE

PRELIMINARY KEY NOTES

NOTE: SITE FEATURES ARE IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN LUIS OBISPO STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

-  ACCESSIBLE CURB RAMP PER CALTRANS STANDARD AB8A.
-  BIKE RACK. SEE LANDSCAPE PLANS.
-  4" CONCRETE CURB PER STD. 4020. (MINIMUM 1" DREPPED CURB WHEN ADJACENT TO LANDSCAPE)
-  CURB AND GUTTER PER STD. 4030.
-  REINFORCED CONCRETE PATH PER LANDSCAPE PLANS.
-  6" FLUSH CONCRETE CURB PER MODIFIED STD. 4020.
-  SIDEWALK PER STD. 4110.
-  DRIVEWAY APPROACH PER STD. 2110.
-  CONCRETE V-GUTTER PER DETAIL THIS SHEET.
-  CROSS GUTTER PER STD. 4310.

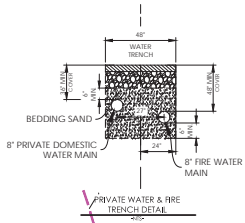


SITE IMPROVEMENTS - SOUTH
BROADSTONE VILLAGE

REZONE AND GPA PACKAGE

02 JANUARY 2025
1836-04-CU22





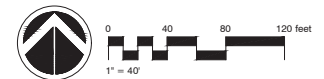
PRELIMINARY KEY NOTES

NOTE: UTILITIES ARE IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN JOSE C880-PD STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

- ◆ 8" REDUCE PRESSURE PRINCIPLE BACKFLOW DEVICE PER STD. 6550
- ◆ FIRE HYDRANT ASSEMBLY PER STD. 6310
- ◆ DOMESTIC 2" WATER SERVICE AND METER PER 6210
- ◆ 4" FIRE WATER SERVICE PER STD. 6530
- ◆ 8" DOUBLE CHECK BACKFLOW PREVENTION DEVICE PER STD. 6420
- ◆ SEWER LATERAL SERVICE PER STD. 6810
- ◆ 48" SEWER MANHOLE PER STD. 6610
- ◆ SEWER CLEANOUT PER STD. 6710
- ◆ 2" DOMESTIC BACKFLOW

LEGEND

- PW — PROPOSED PUBLIC 8" PVC WATER U.N.O.
- W — PROPOSED PRIVATE 8" PVC WATER & 8" FIRE WATER PER PRIVATE WATER AND FIRE TRENCH DETAIL THIS SHEET
- FW —
- S — DOMESTIC WATER METER
- PIS — PROPOSED 12" PUBLIC PVC SEWER MAIN LINE (S = 0.004 FT/FT MIN.) U.N.O. PER PLAN
- IS — PROPOSED 8" PRIVATE PVC SEWER MAIN LINE (S = 0.005 FT/FT MIN.)
- JT — APPROXIMATE LOCATION OF JOINT TRENCH
- — PROPOSED RETAINING WALL
- FH — PROPOSED CITY STANDARD FIRE HYDRANT AND FIRE HYDRANT ASSEMBLY
- C — CITY STANDARD CLEANOUT
- M — 48" CITY STANDARD MANHOLE
- SD — PROPOSED PRIVATE STORM DRAIN (SEE GRADING AND DRAINAGE PLANS)
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- — FLOODPLAIN BOUNDARY LINE
- — 20' CITY ORDINANCE SETBACK LINE



UTILITY PLAN - NORTH
BROADSTONE VILLAGE

REZONE AND GPA PACKAGE

02 JANUARY 2025

1836-04-CU22

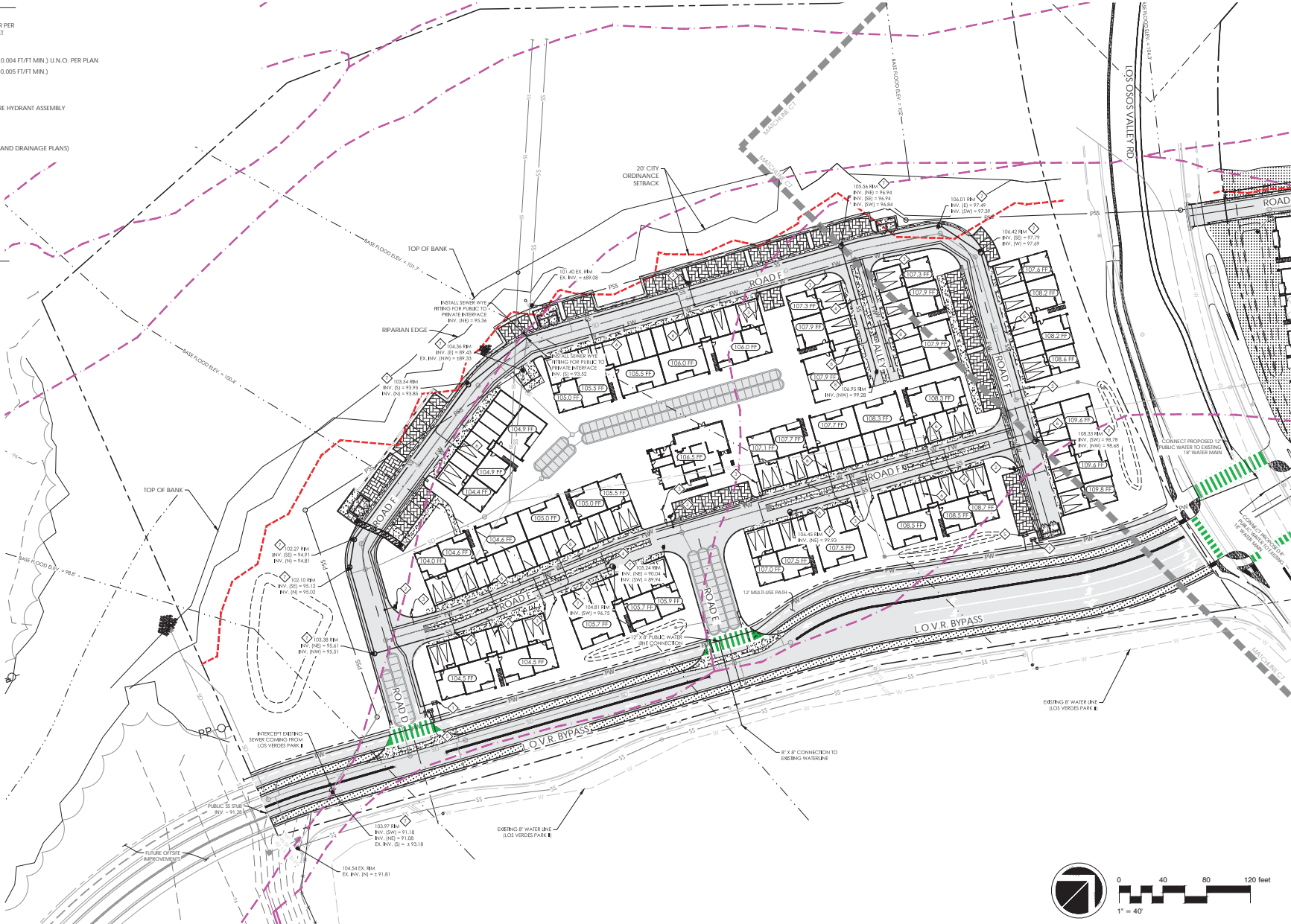
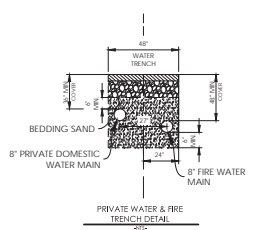


- P11 --- PROPOSED PUBLIC 12" PVC WATER
- P12 --- PROPOSED PRIVATE 8" PVC WATER & 8" FIRE WATER PER PRIVATE WATER AND FIRE TRENCH DETAIL THIS SHEET
- P13 --- DOMESTIC WATER METER
- P15 --- PROPOSED 12" PUBLIC PVC SEWER MAIN LINE, (S = 0.004 FT/FT MIN.) U.N.O. PER PLAN
- P16 --- PROPOSED 8" PRIVATE PVC SEWER MAIN LINE, (S = 0.005 FT/FT MIN.)
- J1 --- APPROXIMATE LOCATION OF JOINT TRENCH
- R1 --- PROPOSED RETAINING WALL
- H1 --- PROPOSED CITY STANDARD FIRE HYDRANT AND FIRE HYDRANT ASSEMBLY
- C1 --- CITY STANDARD CLEANOUT
- M1 --- 48" CITY STANDARD MANHOLE
- S1 --- PROPOSED PRIVATE STORM DRAIN (SEE GRADING AND DRAINAGE PLANS)
- E1 --- EXISTING SANITARY SEWER
- E2 --- EXISTING WATER
- F1 --- FLOODPLAIN BOUNDARY LINE
- S2 --- 20' CITY ORDINANCE SETBACK LINE

PRELIMINARY KEY NOTES

NOTE: UTILITIES ARE IN CONFORMANCE WITH THE LATEST VERSION OF THE CITY OF SAN LUIS OBISPO STANDARD PLANS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

- ◇ 8" REDUCE PRESSURE PRINCIPLE BACKFLOW DEVICE PER STD. 6550
- ◇ FIRE HYDRANT ASSEMBLY PER STD. 6310
- ◇ DOMESTIC 2" WATER SERVICE AND METER PER 6210
- ◇ 4" FIRE WATER SERVICE PER STD. 6530
- ◇ 8" DOUBLE CHECK BACKFLOW PREVENTION DEVICE PER STD. 6420
- ◇ SEWER LATERAL SERVICE PER STD. 6810
- ◇ 48" SEWER MANHOLE PER STD. 6610
- ◇ SEWER CLEANOUT PER STD. 6710
- ◇ 2" DOMESTIC BACKFLOW



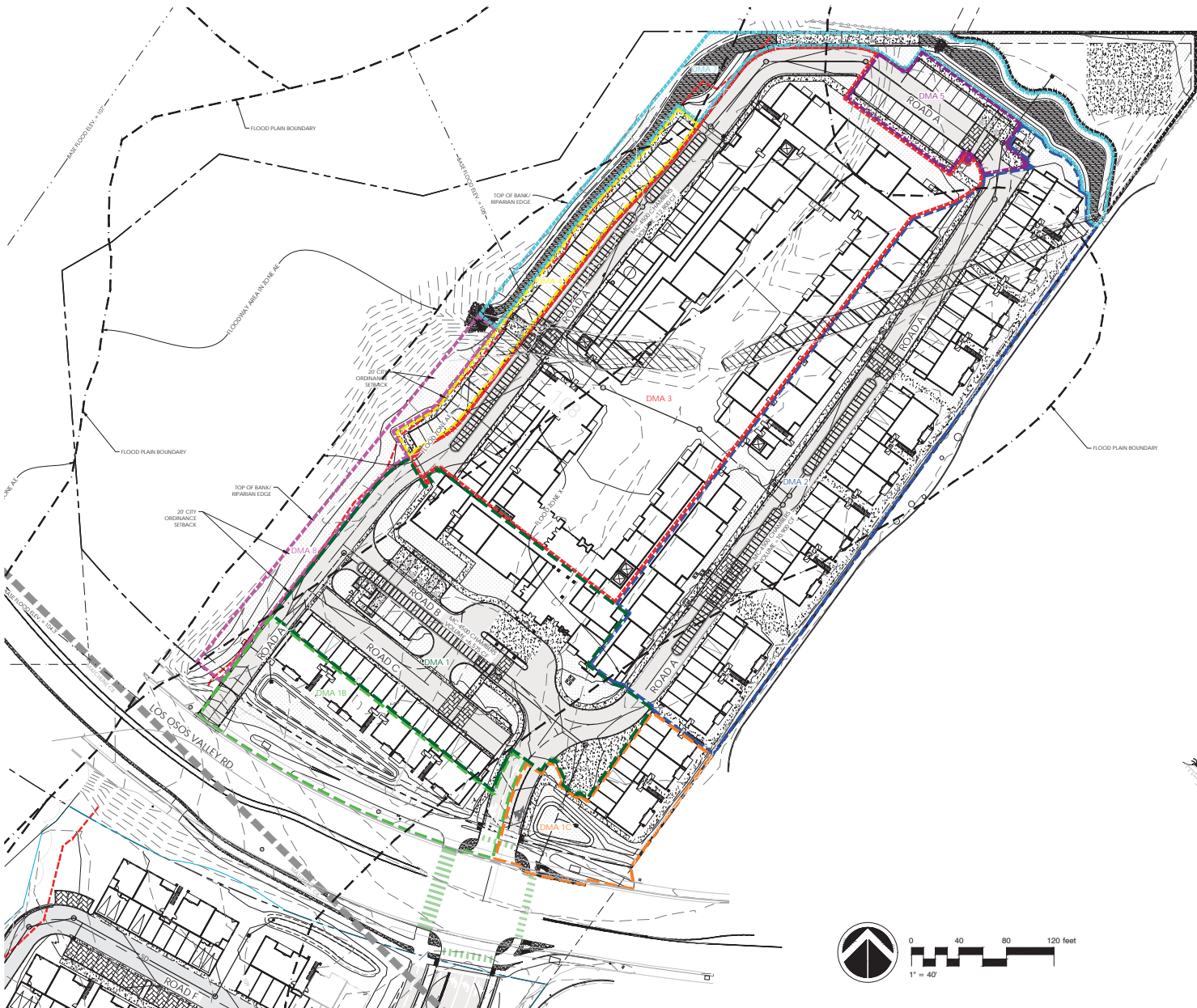
UTILITY PLAN - SOUTH
BROADSTONE VILLAGE

REZONE AND GPA PACKAGE

02 JANUARY 2025

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LEGEND

- DMA 1A (49,844 SF)
- DMA 1B (23,023 SF)
- DMA 1C (14,224 SF)
- DMA 2 (74,345 SF)
- DMA 3 (92,605 SF)
- DMA 4 (8,535 SF) SELF RETAINING
- DMA 5 (8,631 SF) SELF RETAINING
- DMA 6 SELF TREATING LANDSCAPE (13,210 SF)
- DMA 7 (16,861 SF) SELF TREATING WETLAND MITIGATION
- DMA 8 (8,592 SF) SELF TREATING LANDSCAPE

PROJECT STATISTICS

(A) EXISTING CONDITION

IMPERVIOUS AREA: 2,605 SF

PERVIOUS AREA: 329,313 SF

(B) PROPOSED IMPROVEMENTS

TOTAL IMPERVIOUS AREA: 200,229 SF

PERMEABLE PAVER AREA: 7,541 SF

LANDSCAPE AREA: 73,502 SF

TOTAL PERVIOUS AREA: 81,044 SF

REQUIRED STORMWATER CONTROL MEASURES

TIER 1 - RUNOFF REDUCTION

- ROOF DRAIN DISCONNECT
- MINIMIZE IMPERVIOUS AREAS

TIER 2 - WATER QUALITY (85th PERCENTILE = 1.15")

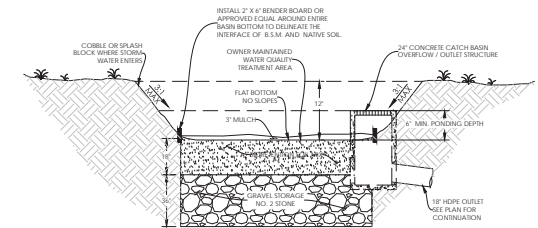
- ON-SITE RETENTION-BASED INFILTRATION

TIER 3 - RETAIN 95TH PERCENTILE STORM EVENT (1.95")

- PAVERS WILL RETAIN AND INFILTRATE AN APPROXIMATE VOLUME OF 4,500 CF
- STORAGE CHAMBERS WILL RETAIN AND INFILTRATE APPROXIMATE VOLUME 26,805 CF

TIER 4 - PEAK MANAGEMENT

- BASIN AND STORAGE CHAMBERS ONSITE ARE SIZED TO DETAIN UP TO A THE DIFFERENCE IN THE 100-YEAR STORM WATER RUN-OFF OF THE UNDEVELOPED SITE AND THE 100-YEAR STORM WATER RUN-OFF OF THE DEVELOPED SITE.



NOTES:

1. BI-RETENTION SOIL MIX (B.S.M.) SHALL BE 60 TO 70% SAND, 15 TO 25% COMPOST, AND 10 TO 20% CLEAN TOPSOIL. THE ORGANIC CONTENT SHALL BE 8 TO 12% AND PH RANGE SHALL BE 5.5 TO 7.5
2. STONE MATERIAL SHALL BE WASHED, OPEN GRADED (NO SAND), CRUSHED (ANGULAR) AGGREGATE.
3. NATIVE SOIL BENEATH INFILTRATION BED SHALL BE OVER-EXCAVATED A MINIMUM OF 1' 0" AND REPLACED UNIFORMLY WITHOUT COMPACTION.
4. INSTALL BENDER BOARD WITH 1" REDWOOD STAKES, ON B.S.M. SIDE, AT 4" CENTERS. SPlice BENDER BOARD WITH 1" x 4" x 24" SPICE BOARD. PROVIDE 2" OF EXPOSED BENDER BOARD ABOVE B.S.M.

(A) BIORETENTION TREATMENT FACILITY



STORM WATER MANAGEMENT PLAN - NORTH
BROADSTONE VILLAGE

LEGEND

- DMA 9 (11,924 SF) SELF RETAINING
- DMA 10 (38,140 SF)
- DMA 11 (124,013 SF)
- DMA 12 (37,846 SF)
- DMA 13 (18,140 SF)
- DMA 14 (32,434 SF)
- DMA 15 (24,271 SF) SELF TREATING

PROJECT STATISTICS

(A) EXISTING CONDITION

IMPERVIOUS AREA: 0 SF
 PERVIOUS AREA: 286,768 SF

(B) PROPOSED IMPROVEMENTS

TOTAL IMPERVIOUS AREA: 206,094 SF
 PERMEABLE PAVER AREA: 10,548 SF
 LANDSCAPE AREA: 70,126 SF
 TOTAL PERVIOUS AREA: 80,674 SF

REQUIRED STORMWATER CONTROL MEASURES

TIER 1 - RUNOFF REDUCTION

- ROOF DRAIN DISCONNECT
- MINIMIZE IMPERVIOUS AREAS

TIER 2 - WATER QUALITY (85th PERCENTILE = 1.15")

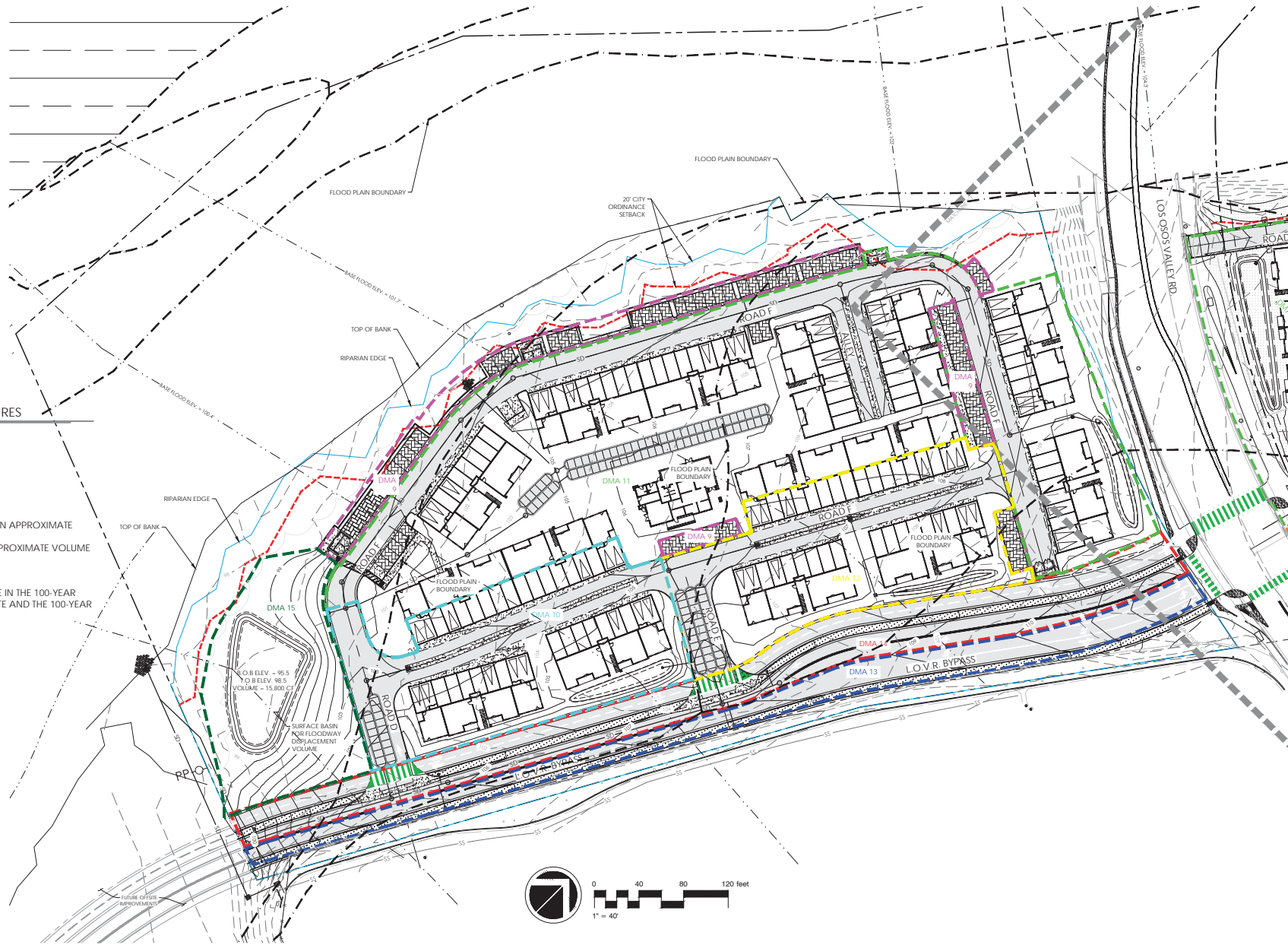
- ON-SITE RETENTION-BASED INFILTRATION

TIER 3 - RETAIN 95TH PERCENTILE STORM EVENT (1.95")

- ROADSIDE SWALES WILL RETAIN AND INFILTRATE AN APPROXIMATE VOLUME OF 10,000 CF
- RETENTION BASIN WILL RETAIN AND INFILTRATE APPROXIMATE VOLUME 31,000 CF

TIER 4 - PEAK MANAGEMENT

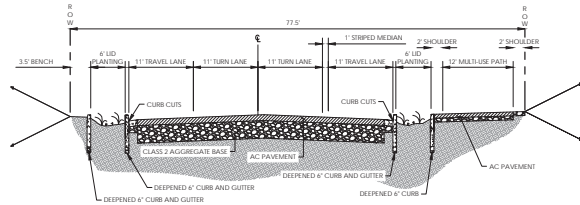
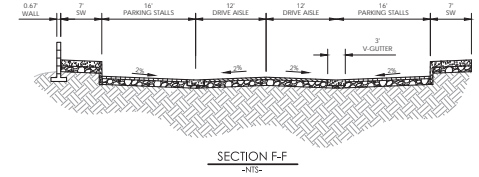
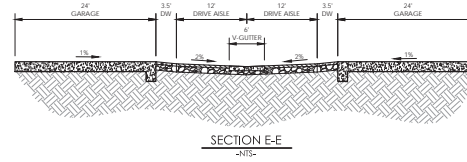
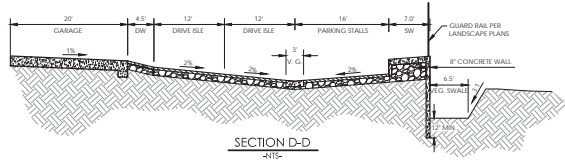
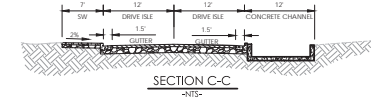
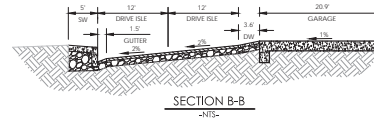
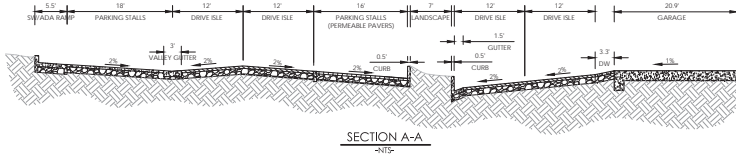
- BASIN IS SIZED TO DETAIN UP TO A THE DIFFERENCE IN THE 100-YEAR STORM WATER RUN-OFF OF THE UNDEVELOPED SITE AND THE 100-YEAR STORM WATER RUN-OFF OF THE DEVELOPED SITE.



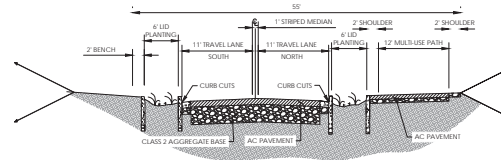
STORM WATER MANAGEMENT PLAN - SOUTH
BROADSTONE VILLAGE

02 JANUARY 2025
 REZONE AND GPA PACKAGE
 1836-04-CU22



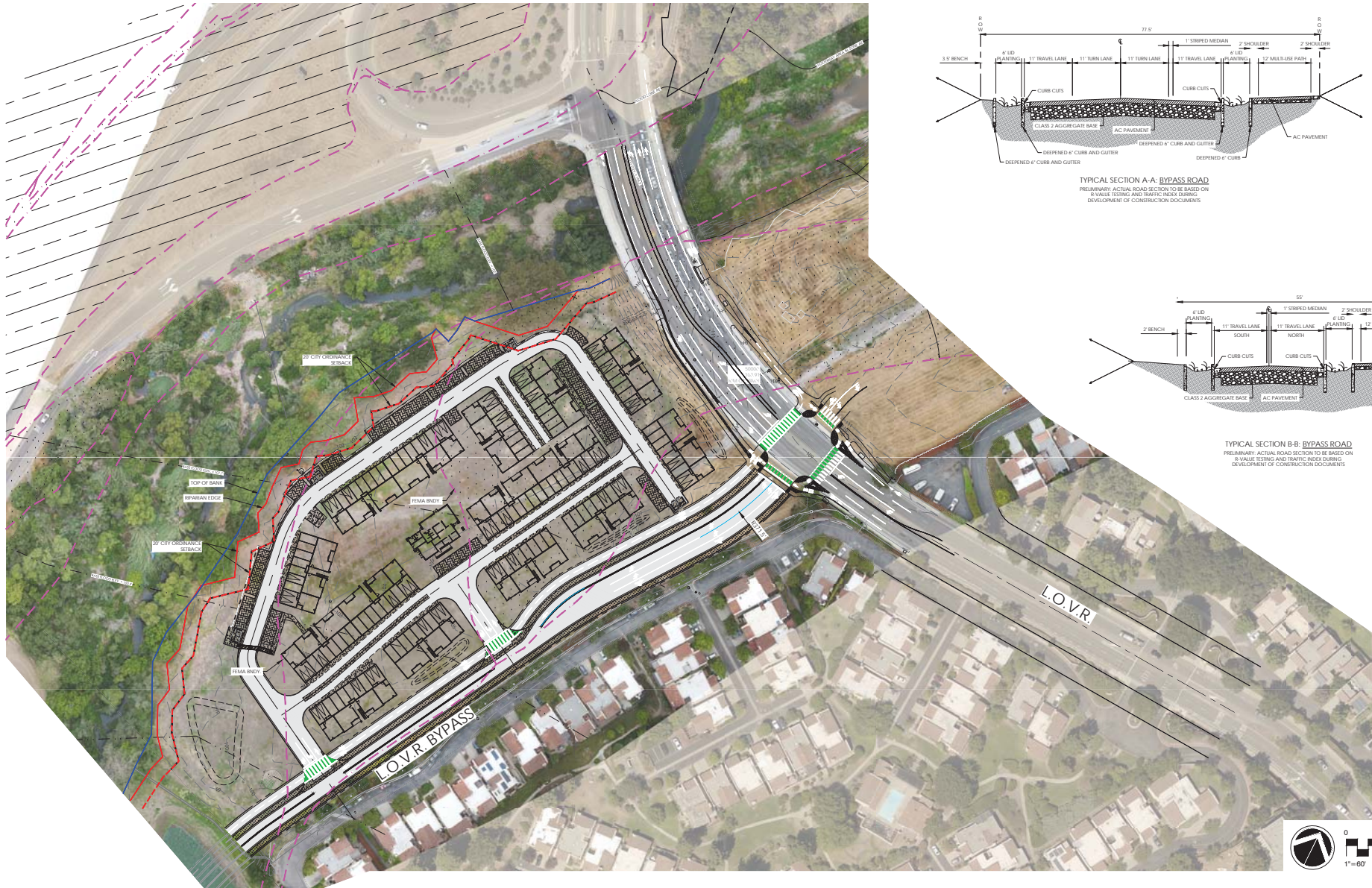


PRELIMINARY ACTUAL ROAD SECTION TO BE BASED ON 8-VALUE TESTING AND TRAFFIC INDEX DURING DEVELOPMENT OF CONSTRUCTION DOCUMENTS



PRELIMINARY ACTUAL ROAD SECTION TO BE BASED ON 8-VALUE TESTING AND TRAFFIC INDEX DURING DEVELOPMENT OF CONSTRUCTION DOCUMENTS





TYPICAL SECTION A-A: BYPASS ROAD
 PRELIMINARY: ACTUAL ROAD SECTION TO BE BASED ON
 8" VALUE TESTING AND TRAFFIC INDEX DURING
 DEVELOPMENT OF CONSTRUCTION DOCUMENTS

TYPICAL SECTION B-B: BYPASS ROAD
 PRELIMINARY: ACTUAL ROAD SECTION TO BE BASED ON
 8" VALUE TESTING AND TRAFFIC INDEX DURING
 DEVELOPMENT OF CONSTRUCTION DOCUMENTS



COUNTY OF SAN LUIS OBISPO
Departments of Public Works and Planning & Building
 John Diodati, Director, Public Works
 Trevor Keith, Director, Planning & Building

MEMO

Date: October 21, 2024
 To: Timothea Tway, Community Development Director, City of San Luis Obispo
 From: John Diodati, Director of Public Works *JD*
 Trevor Keith, Director of Planning & Building *TRK*
 CC: Jon Ansolabehere, Assistant County Counsel
 David Grim, Development Services Division Manager

Subject: Support for Annexation of Parcel for City Road Project

In response to potential development of parcels 053-141-013 and 053-161-020 (see exhibit below), the City of San Luis Obispo (City) has expressed interest in a bypass road being constructed on parcel 076-081-030. The bypass would be constructed as part of development to alleviate traffic congestion and improve circulation in the area impacted by US 101, Los Osos Valley Road, South Higuera Street and Buckley Road. The parcel under consideration for this road project is currently in County jurisdiction and within the City's Sphere of Influence.

The purpose of this memo is to express the County's support for the annexation of parcel 076-081-030 for the following reasons:

1. The proposed bypass is a City circulation goal, is likewise in the City's General Plan Circulation Element, and is not part of any County road improvement program or circulation plan.
2. The development that is triggering consideration of the by-pass is within City's jurisdiction; it would be efficient for all land use and environmental decisions related to the development to be made by the same agency.
3. Parcel 076-081-030 is encumbered by FEMA Flood Zone A/AE (specially managed). Since the parcel in question is downstream of the proposed housing project, it would be appropriate for the City to act as the Local Floodplain Administrator for any road construction on this parcel. This will allow the City to exercise its own discretion in consideration of a bypass road as it pertains to flood hazard regulation. (The County holds an open space easement and building restriction for the aforementioned parcel [Board of Supervisors Resolution No. 81-485]; the easement would be conveyed to the City as part of a LAFCO pre-application process).

In summary, the County supports annexation of APN 076-081-030 for the efficient processing and consideration of this project.

Please contact John Waddell, Deputy Director of Public Works/Local Floodplain Administrator (788-2713, jwaddell@co.slo.ca.us) with any staff-directed questions.

Signature: *John Diodati*
Email: jdiodati@co.slo.ca.us

Signature: *Trevor Keith*
Trevor Keith (Oct 21, 2024 13:19 PDF) ATTACHMENT C
Email: tkeith@co.slo.ca.us









PW-PB Annexation Memo

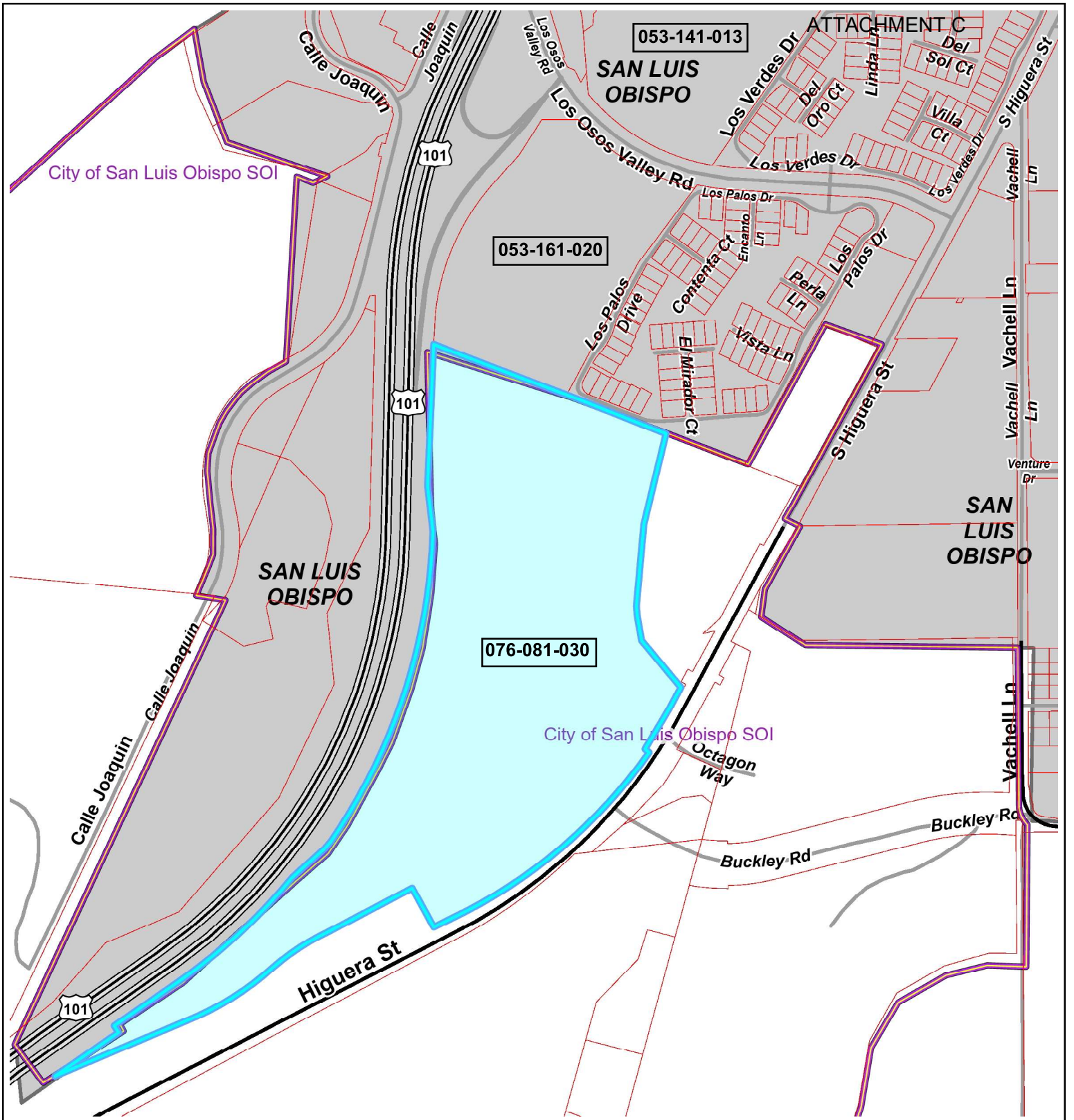
Final Audit Report

2024-10-21

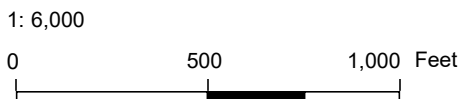
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"PW-PB Annexation Memo" History

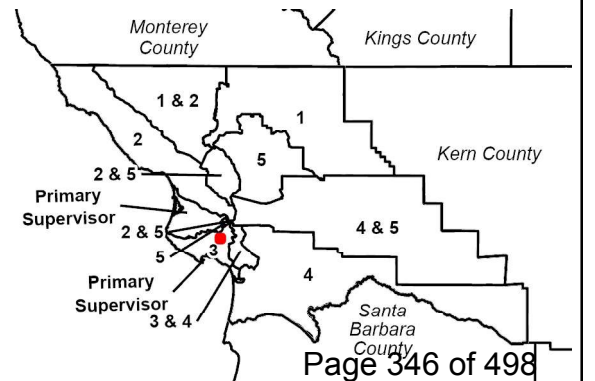
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VICINITY MAP



Map by:
Printed: 10/14/2024





Department: Community Development
Cost Center: 4008
For Agenda of: 4/1/2025
Placement: Public Hearing
Estimated Time: 60 minutes

FROM: Timmi Tway, Community Development Director
Prepared By: John Rickenbach, Contract Planner

SUBJECT: REVIEW OF PROPOSED CIRCULATION MODIFICATIONS TO THE PREVIOUSLY APPROVED 600 TANK FARM ROAD PROJECT, AND ASSOCIATED ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT

RECOMMENDATION

As recommended by the Planning Commission, adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, approving the proposed Circulation and Condition Modifications for the previously approved 600 Tank Farm Road Project and approve the associated Addendum to the Certified Final Environmental Impact Report as represented in the City Council Agenda Report and attachments dated April 1, 2025 (MOD-0753-2024)" to:

1. Approve a modification to conditions of approval related to revised offsite public circulation improvements for the previously approved 600 Tank Farm Road project; and
2. Approve an Addendum to the previously certified Final Environmental Impact Report (FEIR) for the 600 Tank Farm Road project, pursuant to the California Environmental Quality Act (CEQA).

REPORT-IN-BRIEF

The 600 Tank Farm Road mixed-use development project was approved by the City Council on [February 1, 2022](#). The approved project included 280 residential units and 12,500 square feet of commercial space on an 11.7-acre parcel near the intersection of Tank Farm and Santa Fe Roads.

The approved site plan is included as Attachment B of this report. As part of the approval, the project was required to construct several transportation improvements, including:

- Extending Santa Fe Road (West) north as a new collector street for primary access to the site.
- Widening Tank Farm Road to add width for two westbound lanes along the project frontage.

- Adding curb/gutter, landscaped parkways, elevated one-way protected bike lanes, sidewalks, street trees, and lighting along the Tank Farm and Santa Fe (West) project frontages.
- Designing and constructing the north, east and west legs of a roundabout at the Tank Farm/Santa Fe (West) intersection.
- Creating a shared-use path through the site and along Acacia Creek to connect to Damon Garcia Sports Complex.
- Connecting to a pedestrian, bike, and emergency vehicle bridge to link the site with the 650 Tank Farm development (bridge to be built by 650 Tank Farm).
- Conducting preliminary design and environmental studies for a future shared-use path along Tank Farm Road between Santa Fe (West) and Innovation Way.

SITE DATA

Applicant	Covelop, Inc.	
Representative	Damien Mavis	
General Plan	Services & Manufacturing	
Zoning	Service Commercial (C-S) with Airport Area Specific Plan overlay (C-S-SP)	
Site Area	~11.7 acres; current action only affects offsite improvements	
Environmental Status	A Final EIR was certified when the 600 Tank Farm Road project was approved in 2022. An Addendum to that document has been prepared.	

Since the project was approved in 2022, the project applicant, Covelop, Inc., has worked on designing the required on-site and off-site improvements. However, they have been unable to acquire the necessary off-site land from Chevron/Union Oil to build the planned Tank Farm/Santa Fe roundabout. Chevron/Union Oil is conducting environmental testing for polyfluoroalkyl substances (PFAS) substances on the former Tank Farm property and is not ready to proceed with sale of the full right-of-way needed for the roundabout until that testing is complete and any resulting requirements from the Regional Water Quality Control Board are addressed, which could take several more years, or longer.

After years of coordination between the applicant, City Attorney’s Office, and City Transportation staff, the City has confirmed that all reasonable efforts to acquire the land have been made. Since the roundabout is currently considered infeasible, the applicant has requested a modification to this aspect of the approved project, removing the roundabout from the 600 Tank Farm project description.

To address circulation at this location, the applicant has proposed a modified/interim access design concept for City review, detailed later in this report and in Attachment C and Attachment D. This circulation change would not affect the land use plan, buildout potential, or other required circulation improvements associated with project approval. The reimbursement agreement for 600 Tank Farm, previously approved in 2022 for the roundabout construction, would need to be updated if the roundabout is not constructed, which is reflected in updated conditions of approval #113, #114, #116, #117, #118, and #119. The applicant is still required to pay applicable Transportation Impact Fees (TIF) for future construction of the roundabout by others, as reflected in updated conditions of approval #113 and #116.

In addition to modifications to the Tank Farm Road transportation improvements, the developer is requesting modification to the conditions of approval related to undergrounding of utilities. There are eight (8) PG&E poles and overhead lines combined on the project site and along the project frontage which are required to be undergrounded with development. The developer is requesting to modify conditions of approval to allow one (1) PG&E pole at the southeast corner of the project site to remain overhead due to field conditions, lack of existing easements, and inability to obtain required new easements from neighboring property owners that prevent the undergrounding of the one PG&E pole without significant increases in undergrounding costs across several neighboring property frontages. Seven (7) poles and attached lines are proposed to be undergrounded including all poles and lines along the project frontage. In addition, the developer would construct a conduit crossing the creek to the east of the project site to facilitate future undergrounding of the pole and power line that is proposed to remain in place. The pole that would remain in place would not conflict with the proposed interim public improvements or future roundabout construction.

POLICY CONTEXT

The proposed project is within the Airport Area Specific Plan (AASP) and is therefore subject to the requirements of that plan. The 600 Tank Farm project as approved in 2022, was found to be in conformance with the General Plan, AASP, and applicable aspects of the Zoning Regulations, as well as applicable Engineering Standards. The currently proposed modification to offsite transportation features and undergrounding of utilities must also conform with applicable policies and standards.

A summary of the proposed project's consistency with the relevant policy framework is included in the Discussion section of this Agenda Report.

PREVIOUS ACTION

Original City Council Project Approval – February 1, 2022

The original [City Council February 1, 2022](#) project approval was based on previous review from various advisory bodies from July 2020 through November 2021, including the Active Transportation Committee (ATC), Tree Committee (TC), Architectural Review Commission (ARC), and Planning Commission. The project was also reviewed by the Airport Land Use Commission (ALUC) and found to be consistent with the San Luis

Obispo County Airport Land Use Plan. One of the required offsite improvements of the City Council approved project was a roundabout at the intersection of Tank Farm Road and Santa Fe Road (West).

Active Transportation Committee – January 16, 2025

On [January 16, 2025, the Active Transportation Committee \(ATC\)](#) reviewed the proposed modified/interim circulation improvements for consistency with the Active Transportation Plan (ATP). The ATC unanimously recommended approval of the proposed interim transportation improvements, subject to additional modifications which have since been incorporated into the proposal by the applicant as further detailed and analyzed in the Policy Consistency section of this report below.

Planning Commission – February 26, 2025

The Planning Commission reviewed the proposed modified/interim circulation and utilities improvements on [February 26, 2025](#), which incorporated the recommendations of the ATC. The Planning Commission unanimously recommended approval to the City Council with no further changes to the proposal. Resolution No. PC-1097-25 recommending City Council approval is included as Attachment I. The 2022 approval of the 600 Tank Farm project was authorized by the City Council, and therefore any modifications to the project description, including removal of the roundabout, must be reviewed by the City Council for final approval of an amendment to the entitlement.

DISCUSSION

At this time, the Applicant is proposing changes to the previously approved project. The changes relate to transportation improvements and the undergrounding of a utility pole. The project’s density, number of units, site plan, and land uses are not proposed for any modifications and would be constructed as originally approved in 2022.

Proposed Transportation Changes to the Previously Approved Project

As currently proposed by the developer, the modified project would eliminate the previously planned roundabout at the intersection of Tank Farm Road and Santa Fe Road (West) as an obligation of the development, replacing this project component with a modified/interim access design concept that would provide access to the project site without the roundabout until it can be built in the future by the City or other private development when the required right-of-way is available. Key features of the interim transportation improvements include:

- Tank Farm Road/Santa Fe Road (West) Intersection: Unsignalized, with stop control on the Santa Fe Road (West) approach. Left turns exiting the main driveway at the 600 Tank Farm project would be restricted by a center median on Tank Farm, with only righthand turns onto Tank Farm westbound allowed at this location. Left hand turns from the new Santa Fe Road intersections (both north and southbound) would be allowed via new turn lanes onto Tank Farm Road west and eastbound (*Original Approval required construction of the roundabout*).

- Minor Road Widening on Tank Farm Road: Widening to add an eastbound left-turn lane into Santa Fe Road (West) and buffered on-street bike lanes along Tank Farm Road.
- Frontage Improvements:
 - Santa Fe Road (West): Landscaped parkway, lighting, street trees, and an elevated (sidewalk-level) two-way shared-use pedestrian/bicycle path on the east side of street only. The shared-use path is to be constructed with permanent materials (concrete) and designed with flexibility to convert to a separate pedestrian sidewalk and one-way northbound protected bike lane in the future by others, which is the ultimate configuration recommended per the ATP. *(Original Approval required construction of separate sidewalk and northbound only protected bike lane on the east side of Santa Fe. Modified project provides two-way shared-use path to provide improved bicycle connectivity in the interim until neighboring properties develop and provide internal east-west route for cyclists. Shared-use path design to allow for future conversion to separate sidewalk and one-way bike lane consistent with ATP).*
 - Tank Farm Road: Landscaped parkway, lighting, street trees, and a two-way shared-use path between Santa Fe (West) and the Mindbody traffic signal. Shared-use path constructed in permanent materials (concrete) along 600 Tank Farm Road frontage, and with temporary (asphalt) east of frontage to the Mindbody signal. The shared-use path is to be designed with flexibility to convert to a separate sidewalk and one-way westbound protected bike lane in the future by others, consistent with the ATP. Tank Farm Road improvements also include widening of the existing culvert at Acacia Creek. *(Original Approval required construction of separate sidewalk and west only protected bike lane on the north side of Tank Farm. Modified project provides two-way shared-use path from Santa Fe to Mindbody signal to provide improved bicycle connectivity in interim until neighboring properties develop and provide internal east-west route for cyclists parallel to Tank Farm. Shared-use path design to allow for future conversion to separate sidewalk and one-way bike lane consistent with ATP).*
- Temporary Sidewalk: Asphalt sidewalk on street-level along the north side of Tank Farm Road from the Mindbody signal to Broad Street with a protective curb separating pedestrians from vehicle traffic. This provides pedestrian connectivity between the development and Tank Farm Road/Broad Street intersection until permanent sidewalks are constructed by neighboring properties in the future. *(No change from Original Approval).*
- Traffic Safety Features: Landscaped center median along Tank Farm Road frontage to prevent illegal left turns, acceleration lanes to improve left-turn access to Tank Farm Road from southbound Santa Fe (West) and northbound Santa Fe (East), radar speed feedback signs, striping and warning signage to encourage safer speeds. *(Original Approval required construction of roundabout with center median, which provided benefits to traffic calming and access restrictions along project frontage. Modified project features intend to accomplish similar benefits with roundabout now infeasible).*

- Signal Modifications: Updates to the Tank Farm Road/Mindbody intersection to add pedestrian and bicycle signals phases and bicycle left turn box to improve Tank Farm Road crossings. (Original Approval required addition of pedestrian signals only. Modified project also improves bicycle crossings at this intersection).

The improvements on Tank Farm Road east of the project site (in the direction of the Tank Farm Road/Mindbody intersection and Broad Street) would occur on two adjacent properties with approved projects: the 650 Tank Farm Road Mixed-Use Project (Mitigated Negative Declaration SCH #2018111054) and the 660 Tank Farm Northwest Corner Broad and Tank Farm Mixed-Use Commercial/Assisted Living Project¹ (Mitigated Negative Declaration SCH #2019049030). The modified project transportation improvements are substantially consistent with the existing entitlements on these properties in the context of their footprints and area of potential disturbance, as further discussed in the Addendum to the Final EIR (Attachment G.)

The interim transportation improvement design concept proposed by the applicant is shown in Figure 1 below and included as Attachment C of this report, and the applicant's narrative of the proposed transportation modifications is included as Attachment D.

A complete list of conditions that would be modified as a result of this action, including specific changes to the text of those conditions, is included as part of the Resolution (Attachment A).

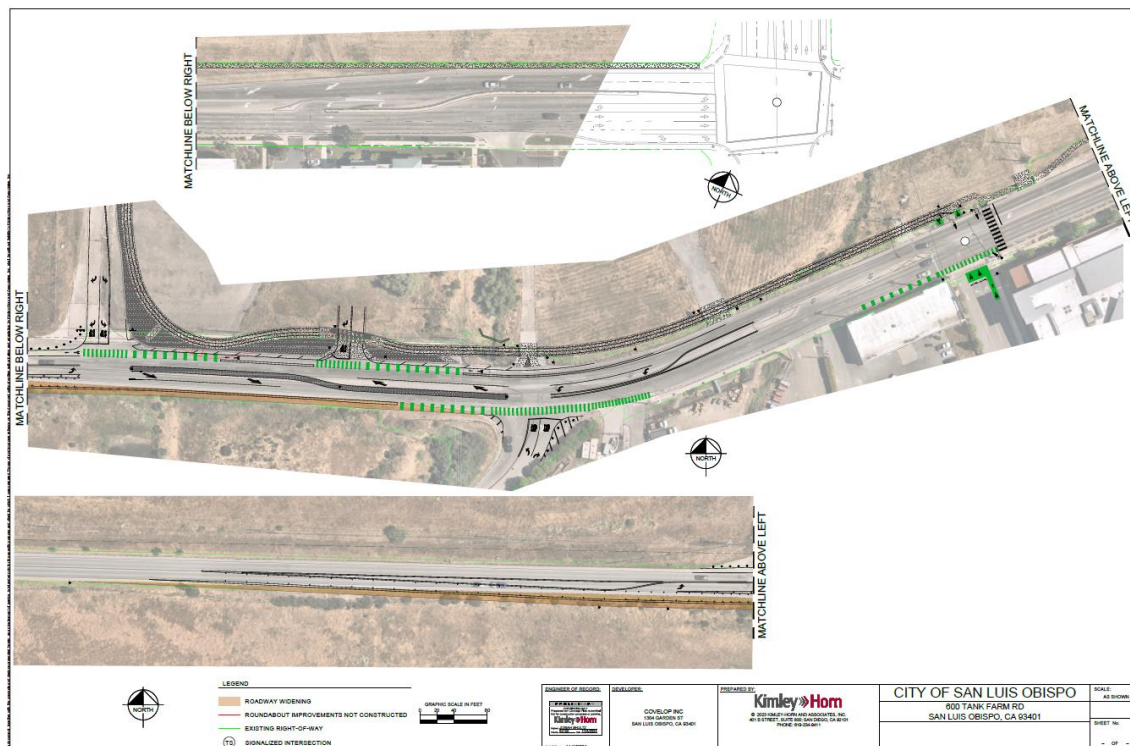


Figure 1: Proposed Interim Transportation Improvements Design Concept: Tank Farm Road

¹ The previously approved adjacent projects at 650 and 660 Tank Farm Road are currently on hold, and may move forward at a future date at the discretion of the property owners/applicants of those projects. Construction timing is currently unknown.

Proposed Utility Changes to the Previously Approved Project

In addition to the proposed interim transportation improvements, the applicant is proposing a modification to conditions of approval regarding undergrounding of overhead utility lines. There are eight (8) PG&E poles and overhead lines combined on the project site and along the project frontage which are required to be undergrounded with development. The last pole at the southeast corner of the property supports utility connections that traverse across Tank Farm Road to a property on the south side of the street. In order to underground this pole, the applicant would need to obtain easements from other property owners, and underground the portion of the utilities that traverse the road. The developer is requesting to modify conditions of approval to allow one (1) PG&E pole at the southeast corner of the project site to remain overhead. The applicant's written request regarding undergrounding is included as Attachment E of this report.



Figure 2: Proposed Utility Undergrounding Revisions Design Concept: Tank Farm Road

Coordination with PG&E over the past year has provided cost estimates for undergrounding. Due to site conditions, lack of existing easements, and the inability to obtain new easements on a property across Tank Farm Road for electrical facilities needed to underground the pole at the southeast corner of the project site, the additional offsite undergrounding that would be required to comply with the current requirements would exceed \$1.3 million in addition to the costs for undergrounding on the project site and along the project frontage. As described in Attachment E (Applicant's Utility Proposal), the applicant is requesting the project's conditions of approval be modified to allow the pole at the southeast corner to be left in place or moved slightly as required to underground the rest of the project frontage to allow for undergrounding by a neighboring property at a later date due to the inability to obtain an easement from other property owners on the south side of Tank Farm Road. In addition, the developer proposes to construct a conduit crossing the creek to the east of the project site to facilitate future undergrounding of the pole and power line that is proposed to remain in place. The pole that would remain in place would not conflict with the proposed interim public improvements or future roundabout construction.

Policy Consistency

The 600 Tank Farm project as approved in 2022 was found to be in conformance with the General Plan, AASP, and applicable aspects of the Zoning Regulations, as well as applicable Engineering Standards. The currently proposed modification to offsite transportation features and undergrounding of utilities must also conform with applicable policies and standards.

Based on City staff's analysis of the relevant policies as included in the Planning Commission Agenda Report of February 26, 2025, the Planning Commission found that the proposed project modifications were consistent with the City's relevant regulatory framework.

No other aspect of the approved project's development potential or any related onsite improvements are proposed to change as a result of this action and remain in conformance with applicable provisions of the City's regulatory framework.

The following analysis was included in the Planning Commission Agenda Report, which provided the basis for the Planning Commission's finding that the project is consistent with the City's applicable policies:

Consistency with the General Plan

Land Use Element (LUE): The approved project has components that support circulation-oriented policies in the LUE. LUE Policy 10.4 (Encourage Walkability) states that the City shall encourage projects which provide for and enhance active and environmentally sustainable modes of transportation, such as pedestrian movement, bicycle access, and transit services. The proposed circulation modification is consistent with that policy, as it still provides multi-modal access between the project site and nearby non-residential destinations.

Circulation Element (CE): The CE describes how transportation will be provided in the community. The project includes features that support multi-modal transportation, consistent with the following policies. CE Policy 4.1.1 (Bicycle Use) states that the City shall expand the bicycle network and provide end of trip facilities to encourage bicycle use and to make bicycling safe, convenient and enjoyable. CE Policy 5.1.2 (Sidewalks and Paths) states that the City should complete a continuous pedestrian network connecting residential areas with major activity centers as well as trails leading into city and county open spaces.

Project Features that Support General Plan Policies

Project components that support Circulation-related policies include improvements to transit, bicyclist facilities, and pedestrian facilities. Bicycle facilities in the study area consist of Class II bike lanes, which provide a striped lane for one-way on-street bicycle travel. Broad Street and Tank Farm Road both have Class II bike lanes on both sides of the road throughout the study segments. The modified project would still provide improvements to pedestrian circulation facilities along Tank Farm Road and Santa Fe Road. The proposed project would provide for

improved pedestrian facilities and connectivity by connecting and improving existing sidewalks, crosswalks, and pedestrian signals at signalized intersections. The reconfigured intersection of Tank Farm Road and Santa Fe Road without a roundabout would still provide multi-modal access to nearby offsite non-residential destinations, traffic operations consistent with the City’s adopted performance thresholds, and remain consistent with Circulation Element policies.

Table 5 of the Circulation Element provides direction for the design of improvements to Tank Farm Road, as follows:

“Widen Tank Farm Road as a Parkway Arterial with 2 lanes in each direction, a center turn lane/landscaped median, Class II bike lanes, sidewalks and Class I bike lanes (where feasible) from Higuera to Broad. (see AASP)”

Based on this, the project remains consistent with the General Plan, since it does not specify whether or not a roundabout is required at the intersection of Tank Farm and Santa Fe Road. However, the table also refers to the AASP, which provides more direction on the nature of this improvement. As discussed in the following section on the AASP, that document *does* specify a roundabout at the intersection of Tank Farm and Santa Fe Road. The project’s consistency with that document is discussed in the following section of this report.

In relation to undergrounding of utilities, the General Plan does not include specific requirements for undergrounding. General Plan Policy 8.1.2 refers to specific plans, which include development standards that would apply to the Airport Area, as discussed in detail in the following section of this report.

Consistency with the Airport Area Specific Plan

The project area is within the Airport Area Specific Plan (AASP) boundaries, and thus subject to its goals and policies. The AASP effectively establishes a link between implementing policies of the General Plan and the individual development proposals within the AASP boundaries.

Circulation Modifications

Chapter 6 of the AASP includes goals and policies related to circulation. The AASP defines the roadway classifications for roads traversing the area. Tank Farm Road is defined as a “Parkway Arterial”, while Santa Fe Road is a “Commercial Collector.” As part of the 2022 project approval, required improvements to those roadways were consistent with those classifications.

Figure 6-1 of the AASP shows a roundabout at the intersection of Tank Farm Road and Santa Fe Road. The approved project included a roundabout and was consistent with this aspect of the AASP. The proposed modification to this intersection does not include the roundabout. However, the project applicant is constrained by the inability to acquire the land needed for the roundabout for reasons beyond the applicant’s control.

Section 6.2.1 of the AASP acknowledges the potential trade offs in designing the street system within the plan area, and states the following:

“A unique challenge is to design the AASP arterial and collector street system to meet the access, mobility, safety and vehicle classification needs of the area without over-designing the facilities.”

This statement shows that the overall circulation goal of the AASP is to ensure access, mobility, and safety in the design of the arterial and collector streets, while the plan is open to different design approaches to meeting these goals based on the needs and demands of current projects and traffic volumes.

Based on the City Engineer’s review of the updated circulation concept, the modified design would meet the goals of the AASP. Although the project will construct a more standard intersection configuration than the previously planned roundabout, the applicant is also required to prepare designs, dedicate on-site right-of-way, and pay fair share fees towards the future roundabout to be constructed by others, as required by conditions of approval #113 through #117. The modified conditions of approval include the following considerations to facilitate future construction of the roundabout at a later date:

- In addition to payment of TIF fees, the applicant is required to pay additional fair share fee for the portion of the Tank Farm/Santa Fe Roundabout costs that exceed the amount currently programed in the Citywide TIF program under which the project will remained vested. Through the preliminary designs developed over the past several years, the roundabout has been identified to cost significantly more than the current TIF identifies. If the applicant receives approval to defer construction of the roundabout to others, the project is still required to pay their fair share percentage of that delta, as noted in condition #113². For reference, the fees in the current TIF program (last updated in 2019), are based on an assumed project cost of \$3.5 million for the roundabout, with 70% of the costs collected in the TIF, leaving the remainder to be funded by City General Fund or other sources, such as grants. The updated project cost is estimated to exceed \$7 million.
- Updated condition #113 requires the applicant to pay a deposit for the costs needed to remove/reconstruct portions of their interim frontage improvements when the future roundabout is constructed. The proposed condition requires the applicant to provide an engineer’s estimate for this cost and escalate the amount out 10 years into the future using California Construction Cost index. The intent is that these funds would be used in the future by whomever is constructing the roundabout, so that the City (or other developer) is not paying any direct costs for reconstruction of 600 Tank Farm’s interim frontage improvements.

² For example, if the current TIF program hypothetically collects \$1 per residential unit towards the Tank Farm/Santa Fe Roundabout project based on a previously assumed roundabout cost of \$3.5 million, and the roundabout is now expected to cost \$7 million (twice the original cost), the 600 Tank Farm development would pay an additional \$1 in TIF fees per unit to ensure their full fair share towards future construction of the roundabout is collected.

The proposed project modification may be considered consistent with the intent of the circulation aspects of the AASP because the interim improvements will provide the transportation improvements required to serve the 600 Tank Farm project and will also provide right-of-way, design work, and fair share funding to facilitate the Tank Farm roundabout build out in the future once land acquisitions are available.

Utility Undergrounding

Utility undergrounding requirements are also identified in the AASP. Section 7.7 states “All new development shall be responsible for undergrounding of existing overhead utility lines along that development’s frontage or constructing underground utility lines along new roadways concurrent with the construction of new roadways.” In addition to the AASP requirement, utility undergrounding is required citywide by City Council Resolution No. 3752, which requires developers to underground all existing utilities for projects that require road widening. The project conditions of approval #75 and #76 were included with the original 600 Tank Farm approval to reflect these requirements.

AASP section 7.8 acknowledges that interim utility solutions may be needed if the permanent systems cannot be made available at the time of development. Council Resolution No. 3752 also includes a provision that allows the Council to modify the undergrounding requirements if it can be shown that there is a definite technical or engineering issue that makes undergrounding infeasible.

For 600 Tank Farm, the southeasterly pole along the project frontage is interconnected to other power poles located offsite from the 600 Tank Farm project frontage. There is a high cost associated with undergrounding the pole at the southeastern corner of the project site as it would require continuing the undergrounding beyond the southeast corner of the project site along several adjacent property frontages. The neighboring property owners have not been willing to grant PG&E new needed easements to facilitate undergrounding beyond the 600 Tank Farm frontage. Therefore, the applicant’s proposal to underground 7 of the 8 poles on the property and install conduit crossing the creek east of the project site to facilitate future undergrounding of the one remaining pole can be considered an interim improvement, consistent with the long-term plan for undergrounding to be completed at a later date by other adjacent property owners. The applicant’s current proposal for modification to undergrounding requirements may be considered consistent with the AASP and Council Resolution No. 3752. Condition #76 has been modified in the attached resolution to reflect the applicant’s request for one pole (and powerlines to the east of that pole) to remain and require the installation of the conduit to the east across Acacia Creek to facilitate future undergrounding of the lines/pole.

Consistency with the Active Transportation Plan

The project was reviewed by the Active Transportation Committee (ATC) on January 16, 2025. In that meeting, the ATC provided recommendations to address key design issues related to the revised circulation concept, in order to ensure consistency with both the Circulation Element and the Active Transportation Plan (ATP). These included the following:

1. Support the proposed two-way shared-use path on Tank Farm as an interim design, with a recommendation to design this so it could be converted to a separate one-way protected bike lane and sidewalk (per the original project design and ultimate plans per the ATP) in the future, if needed; and
2. Recommend designing the portion of the Santa Fe (west) bikeway similar to Tank Farm. This would be a two-way shared-use path instead of separate sidewalk and one-way protected bike lane, designed so that it could be converted back to a separate sidewalk and bike lane in the future consistent with the ATP, if desired; and
3. Direction to staff to monitor use of the Broad/Tank Farm intersection once the project is occupied to see if right-turn on red restrictions or other features are warranted if there are conflicts with new eastbound cyclists at this intersection.

The ATC recommendations (1 and 2 above) have been incorporated into the updated improvement design by the applicant, as shown in Figure 1 above and in Attachment C. City staff will monitor the Broad/Tank Farm intersection after project construction, as recommended by ATC (3 above) and signage will be installed if warranted.

In addition to deferring the Tank Farm/Santa Fe Roundabout, there are a few other components of the modified/interim access design that differ from the long-term bicycle and pedestrian facilities proposed on Tank Farm Road per the City's currently adopted Active Transportation Plan (ATP). Table 1, included as Attachment H of this report, summarizes the consistency of the modified project to relevant city transportation plans/policies and compares that to the originally approved project. Visual representations of the bicycle and pedestrian circulation from both the approved 2022 designs and the proposed 2025 design are also included in Attachment H, as discussed in the [January 16, 2025 ATC agenda report](#).

The most noteworthy difference of the modified project is the elimination of the Tank Farm/Santa Fe (West) roundabout as a project requirement, which has been deemed infeasible at this time. Without the roundabout, it will be less convenient for autos, bikes, and pedestrians to cross Tank Farm Road directly at this intersection. The Transportation Impact Study prepared for the modified/interim project design (Attachment F) indicates that Tank Farm/Santa Fe (West) intersection will operate within the City's adopted delay/congestion targets for autos until future planned modifications to Santa Fe are constructed—if Santa Fe (West) is extended north to Prado Road or Santa Fe (East) is realigned to the Santa Fe (West) as a single intersection, as planned per the Circulation Element and AASP, installation of a roundabout or a traffic signal will be required. It should also be noted that the modified project improves operations at the existing Tank Farm/Santa Fe (East) intersection compared to current conditions through the addition of a left-turn acceleration lane, which allows drivers to make the northbound left-turn onto Tank Farm Road in two stages, which reduces delays and congestion. For example, with addition of the 600 Tank Farm development project traffic and installation of the left-turn acceleration lane at this intersection, the existing PM peak hour level of service (LOS) is projected to improve from LOS F to LOS D, with a reduction in average delay for the worst-case movement (northbound left-turn from Santa Fe to Tank Farm) from 55 seconds/vehicle on average to 30 seconds per vehicle on average.

Per the modified project proposal, pedestrians and bicyclists are encouraged to cross Tank Farm Road at the nearby Mindbody signal. Under the modified project, the applicant would construct improvements to this signal to better facilitate bike/pedestrian crossings and construct a two-way shared-use path along the north side of Tank Farm between Santa Fe and Mindbody to improve access to this crossing for eastbound cyclists. As noted in Table 1 (Attachment H), this differs from the ATP, which calls for a westbound one-way protected bike lane for this segment. The project applicant explored the possibility of extending this two-way shared-use path all the way east to Broad Street; however, the existing right-of-way east of Mindbody is not wide enough and the current property owner(s) are not interested in negotiating additional right-of-way at this time. For this reason, the project proposes a narrow temporary sidewalk only on the north side between Mindbody and Broad Street for pedestrians, while eastbound cyclists would need to cross the street at the Mindbody signal to continue easterly.

While the proposal to provide a two-way shared-use path on the north side of Tank Farm along the project frontage is a logical interim design, it is not consistent with the ATP, which calls for one-way protected bike lanes and separate sidewalks on each side of Tank Farm Road east of Santa Fe. However, the interim design does not preclude converting the two-way path to separate one-way westbound bike lane and sidewalk at a future date to ensure ATP consistency when other adjacent developments move forward. As identified in modified condition of approval #126, the applicant shall demonstrate a good faith effort to acquire the off-site right-of-way needed to extend this shared-use pedestrian/bicycle path all the way east to the Tank Farm/Broad Street intersection, and if right-of-way cannot be obtained, the interim pedestrian sidewalk shall be constructed by the applicant within the available right-of-way.

At the January 2025 meeting, the ATC approved a motion supporting the design as two-way shared-use ped/bike paths (Class I bikeway per Caltrans naming convention), but did not want to formally amend the ATP. The direction was to provide two-way shared-use paths for added connectivity in the interim, but to design in a way that could reasonably be converted to separate sidewalk and one-way protected bike lanes (Class IV bikeway per Caltrans naming) as called for in the ATP at a future date. For example, the previously-approved developments at neighboring 650 Tank Farm and 660 Tank Farm include plans for internal bicycle and pedestrian connectivity to Broad Street parallel to Tank Farm Road; however, it is currently uncertain when these properties will develop. The modified project design provides efficient two-way, east-west connectivity in the interim until this off-street parallel route is available. If the neighboring properties at 650 and 660 Tank Farm develop in the future, there would be potential to then modify striping/signage on the Tank Farm and Santa Fe shared-use paths to designate separate sidewalk and one-way bike lanes, consistent with the ATP. The interim design proposed by the applicant and recommended by ATC does not preclude the ultimate plans per the ATP (which calls for one-way Class IV bikeways and separate sidewalks).

Consistency with the Zoning Regulations

The proposed circulation modifications and revised utility undergrounding do not affect any aspect of the approved development related to zoning, including mixed-use provisions, building design, square footage, the number of units, or other development standards addressed in the zoning regulations. Therefore, the project as modified remains consistent with the zoning regulations, as described in the February 2022 City Council agenda report in support of the project’s original approval.

Consistency with the Subdivision Regulations

The proposed circulation modifications and revised utility undergrounding do not affect any aspect of the approved development related to the approved common interest phased subdivision. Therefore, the project as modified remains consistent with the subdivision regulations, as described in the February 2022 City Council agenda report in support of the project’s original approval.

Public Engagement

As noted under “Previous Action”, the City Council originally approved the project in February 2022, which was based on an extensive record of public input. That approval was based on the Planning Commission’s recommendation of approval in November 2021, which in turn was based on input from the Tree Committee and Architectural Review Commission, which considered the project in September 2021 and October 2021, respectively. Each of those hearings provided an opportunity for public engagement.

With respect to the currently proposed project modifications, the public had the opportunity to provide input when the Active Transportation Committee (ATC) considered the project on January 16, 2025, and then subsequently at the Planning Commission on February 26, 2025. As noted previously, based on all previous input, the Planning Commission recommended approval of the proposed project modifications at that February 2025 public hearing. Legal noticing requirements, including neighboring property owner/occupant mailings and legal ads in the newspaper, were completed by the City for both the February Planning Commission hearing and the April City Council hearing for the proposed project entitlement modification.

Required Entitlements to Implement the Modified Project

The entitlements enabling the 600 Tank Farm Road project were originally approved by the City Council on February 1, 2022. No additional entitlements are required to implement the proposed project modifications, other than the City Council Resolution (Attachment A) authorizing changes to the various relevant project conditions.

CONCURRENCE

The City’s review of the project involved all City departments in the development review process, including Transportation, Planning, Engineering, Building, Utilities, Fire, and City Attorney’s Office. The modified conditions of approval included in the Resolution were developed based on input from the City’s departments, and the Planning Commission recommended approval of these modified conditions.

ENVIRONMENTAL REVIEW

A Draft Environmental Impact Report (EIR) was prepared for the originally approved project under the California Environmental Quality Act (CEQA), and circulated for a 50-day public review period that began on June 15, 2021 and ended on August 3, 2021. In addition, a public meeting was held on Wednesday July 14, 2021 at a Planning Commission meeting to receive public comments on the Draft EIR. The Final EIR, which addressed public comments received during the public review period, was certified at the time the project was approved in February 2022. The [Final EIR](#), including responses to comments on the Draft EIR, maybe be found on the City website in its entirety.

An Addendum to the Final EIR has been prepared to address changes to the approved project, and is included as Attachment G. Pursuant to Section 15164(b) of the CEQA Guidelines, an addendum to an adopted Final EIR may be prepared by the Lead Agency that prepared the original Final EIR if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 have occurred that require preparation of a subsequent EIR. Conditions that would require a subsequent EIR (as listed in Section 15162) include substantial changes which increase the severity of previously identified significant effects, would require major revisions of the previous EIR due to the involvement of new significant environmental effects, or new information of substantial importance that would have significant effects not discussed in the previous EIR. Findings for consideration of the EIR Addendum are included in the attached Draft Council Resolution. The decision-making body must consider the Addendum with the Final EIR prior to making a decision on the project (Section 15164[d]).

An Addendum is appropriate to address the proposed modified project because the proposed changes to the approved project do not meet the conditions of Section 15162(a) for preparation of a subsequent EIR, as further discussed in Attachment G.

FISCAL IMPACT

Budgeted: No

Budget Year: 2024-25

Funding Identified: No

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$N/A	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$	\$	\$	\$

There is no direct fiscal impact related to approving the modifications to the proposed project that would increase the City's funding obligations to improvements related to this project at this time. Eliminating the developer's previous obligation to construct the Tank Farm/Santa Fe Roundabout will in turn eliminate the need for the City to prioritize approximately \$5 million in future TIF revenues and over \$2 million in General Funds towards reimbursement to the developer for construction of the roundabout in the short-term, as previously required per the approved reimbursement agreement for the 600 Tank Farm development.

The City Council may choose to reserve these funds towards future construction of the roundabout by the City or other developers, or prioritize these funds towards other high-priority infrastructure projects through future Financial Planning efforts. The trade-off with approving deferral of the roundabout, is there is a higher likelihood that the City may be required to lead construction of the roundabout, drawing staffing resources away from other capital project priorities. However, there may be opportunities to pursue grant funding to support construction of the roundabout as a City-led project, which would not be available if the project is constructed by private development.

As outlined in the reimbursement agreement between the City and the 600 Tank Farm developer (originally approved on February 1, 2022, and amended on May 22, 2024), with the original project approvals, the City would be obligated to reimburse the applicant with roughly \$5.7 million in TIF fees and up to \$3.85 million in General Funds for public improvement costs that exceed the developer's fair share. As noted above, by eliminating the developer's obligation to construct the Tank Farm/Santa Fe Roundabout, approximately \$5 million in TIF funds and \$2 million in City General Funds would no longer need to be reserved and obligated to reimburse the developer. If the City Council approves the proposed project modification, staff would return at a future date in the near future to formally amend the reimbursement agreement to de-obligate these City funding commitments.

Other than the Tank Farm/Santa Fe Roundabout, the developer would be required to implement the other public improvements required with the previous project approval. In some cases, the applicant is eligible for City reimbursement for portions of public improvements that are beyond what would otherwise be required to offset the impacts of the proposed project—specifically, the developer would still be eligible for reimbursement for costs related to design of the Tank Farm/Santa Fe Roundabout, design work and technical studies for a future Tank Farm Road shared-use path, design and construction for portions of the Santa Fe Road (North) Extension and the on-site Acacia Creek Shared-Use Path. No previously unanticipated fiscal impacts would occur because of this action.

ALTERNATIVES

1. **Approve the project with modified conditions of approval, findings, or requested modifications to the project.** When considering the draft resolution of approval, the City Council may modify any conditions of approval or findings included in the attached draft resolution or may approved the project with requested modifications.
2. **Continue project.** An action to continue the item should include a detailed list of additional information or analysis required prior to the item returning for further Council discussion.
3. **Deny the requested project modification.** The previously approved 2022 project entitlement and associated conditions of approval would remain in place.

ATTACHMENTS

- A - Draft Resolution Approving the Modification and EIR Addendum
- B - Previously Approved Site Plan and Roundabout (February 2022)
- C - Proposed Project Modification: Tank Farm Road Transportation Improvements
- D - Applicant Narrative: Proposed Project Modification
- E - Applicant Proposal for Utilities Undergrounding Modification
- F - Transportation Impact Study (Access Evaluation for Proposed Design)
- G - Addendum to the 600 Tank Farm Final EIR
- H - Policy Consistency of Proposed Active Transportation Facilities
- I - PC Resolution Recommending Approval of 600 Tank Farm Modifications

RESOLUTION NO. _____ (2025 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, APPROVING THE PROPOSED CIRCULATION AND CONDITION MODIFICATIONS FOR THE PREVIOUSLY APPROVED 600 TANK FARM ROAD PROJECT AND APPROVE THE ASSOCIATED ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT AS REPRESENTED IN THE CITY COUNCIL AGENDA REPORT AND ATTACHMENTS DATED APRIL 1, 2025 (MOD-0753-2024)

WHEREAS, the City Council of the City of San Luis Obispo conducted a web based teleconference hearing on February 1, 2022, pursuant to a proceeding instituted under ARCH-0406-2021, SBDV-0407-2021, GENP-0814-2019, SPEC-0407-2020, and EID-0608-2020, Covelop Inc., applicant, and adopted Resolution 11304 (2022 Series) approving the 600 Tank Farm Road project and certifying the Final EIR for that project; and

WHEREAS, as part of project development, the applicant has worked with City staff to implement required mitigation measures and project conditions, one of which would require a new roundabout at the intersection of Tank Farm Road and Santa Fe Road; and

WHEREAS, the City has determined that all reasonable efforts have been made by the applicant to acquire the land needed for the roundabout, but that the land is unavailable for acquisition at this time; and

WHEREAS, the applicant has requested a modification to the roundabout requirement and conditions of approval, proposing an alternate transportation design that does not require as much land from the adjacent property owner; and

WHEREAS, the applicant has requested a modification to conditions of approval to allow one (1) PG&E pole at the southeast corner of the project site to remain overhead, with conduit to be installed to allow for future undergrounding to the southeast of the project site; and

WHEREAS, an Addendum to the certified Final Environmental Impact Report (EIR) (SCH #2020110426) was prepared to address changes to the previously-approved project, pursuant to Section 15164(b) of the CEQA Guidelines, since only minor technical changes or additions are necessary to the certified Final EIR and none of the conditions described in Section 15162 of the CEQA Guidelines have occurred that require preparation of a subsequent EIR; and

WHEREAS, the Active Transportation Committee of the City of San Luis Obispo conducted a hearing on January 16, 2025, and provided recommended direction on the modified circulation design; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a hearing on February 26, 2025, pursuant to a proceeding instituted under MOD-0753-2024, Covelop Inc., applicant, to consider the modified project and recommendations from the Active Transportation Committee; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a hearing on April 1, 2025, pursuant to a proceeding instituted under MOD-0753-2024, Covelop Inc., applicant, to consider the modified project and recommendations from the Planning Commission; and

WHEREAS, notices of said public hearings were made at the time and in the manner required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Luis Obispo approve the Addendum to the certified Final EIR and approve the modified circulation design and conditions of approval for the previously-approved 600 Tank Farm Mixed Use Project. This resolution is based on the following findings, California Environmental Quality Act (CEQA) findings, and conditions:

SECTION 1. Findings. The City Council does hereby approve of the modified 600 Tank Farm Road project, based on the following findings:

1. The originally approved project (Resolution 11304 – 2022 Series) as conditioned was found to be consistent with the General Plan and Airport Area Specific Plan (AASP). As conditioned, the proposed project modification, together with the provisions for design and improvement, is consistent with the General Plan, including compatibility with objectives, policies, general land uses, and programs specified in the General Plan and the AASP.
2. As conditioned, the County of San Luis Obispo Airport Land Use Commission, on August 18, 2021, found the originally approved project to be consistent with the Airport Land Use Plan.
3. The modified project as conditioned is consistent with the land use and circulation requirements of the General Plan, Airport Area Specific Plan, and Active Transportation Plan, based on the analysis included in the Planning Commission Agenda Report of February 26, 2025.
4. The originally approved project (Resolution 11304 – 2022 Series) as conditioned was found to be conformance with development review requirements related to project scale, size, character, or other considerations related to public health, safety and welfare.
5. The modified project will not be detrimental to the health, safety, and welfare of persons living or working at the project site or in the vicinity because the proposed circulation modification will not introduce design issues detrimental to public health. The interim improvements and modified conditions address roadway safety needs for motorists, cyclists, and pedestrians as identified in the February 2025

Transportation Impact Study. The subdivision will occur on a previously developed site within an urbanized area. Approval of this subdivision modification does not include variances or exceptions from applicable design standards set forth in the Subdivision Regulations. The project modification has been found in conformance with development standards and the Airport Area Specific Plan, and the project will be compatible with site constraints, the scale/character of the site and the surrounding neighborhood. As a Common Interest Subdivision, the project is subject to architectural review and enforcement of relevant building and safety codes.

6. The project is consistent with Housing Element Policies 6.1 and 7.4 because the project supports the development of more housing in accordance with the assigned Regional Housing Needs Allocation and establishes a new neighborhood, with pedestrian and bicycle linkages that provide direct, convenient and safe access to adjacent neighborhoods consistent with the AASP.
7. As conditioned, the applicant has agreed to an indemnification clause to defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action or proceeding against the City and/or its agents, officers or employees to attack, set aside, void or annul, the approval by the City of this project, and all actions relating thereto, including but not limited to environmental review and deferral of construction of the Tank Farm/Santa Fe Roundabout (“Indemnified Claims”). Upon request of the City, applicant shall execute an indemnification agreement in a form provided by the City prior to building permit or on/off-site subdivision improvement permit issuance.
8. Due to property acquisition, environmental, and permitting constraints, and the costs and timeframes associated with those constraints, current construction of the Tank Farm/Santa Fe Roundabout project as originally contemplated is infeasible at this time. As conditioned, the alternative interim transportation improvements identified with this project modification are suitable for the density of the development proposed and will not preclude the construction of future facilities consistent with the ultimate long-term improvements consistent with the City’s Active Transportation Plan and the Airport Area Specific Plan.
9. Due to property acquisition, environmental, and permitting constraints, and the costs associated with those constraints, undergrounding of one single identified utility pole has been determined to be infeasible at this time. As conditioned, the utility undergrounding identified with this project modification, including the single power pole that would remain in place or be moved slightly offsite, would not conflict with the proposed interim public improvements or future roundabout construction, with final location to be reviewed and approved by the City Engineer to ensure compatibility, as required by conditions of approval.

SECTION 2. California Environmental Quality Act (CEQA) Findings. Based upon all the evidence, the City Council approves the Addendum to the certified Final Environmental Impact Report (FEIR) (State Clearing House #2020110426), subject to the following CEQA findings in support of the modified circulation improvements as conditioned and as related to the 600 Tank Farm Mixed Use project:

1. The 600 Tank Farm Mixed Use Final Environmental Impact Report (Final EIR) was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, adequately addressing impacts associated with the project.
2. The previously approved project was found to be consistent with the requirements of the 600 Tank Farm Mixed Use FEIR as proposed based on the CEQA Findings and Statement of Overriding Considerations, and prepared consistent with CEQA Guidelines Sections 15091 and 15093, and this approval incorporates those FEIR mitigation measures as applicable to the project, as described more fully in the CEQA Findings of Fact and Statement of Overriding Considerations (Resolution No.11304, Exhibit A) and Mitigation, Monitoring, and Reporting Program (Resolution No.11304, Exhibit B).
3. All potentially significant effects were analyzed adequately in the referenced FEIR, and reduced to the extent feasible, provided identified mitigation measures are incorporated into the project and the mitigation monitoring program (refer to Resolution No.11304, Exhibit B, Mitigation Monitoring and Reporting Program).
4. The proposed circulation modifications would not introduce any new impact nor increase the severity of any previously-identified impact described in the certified FEIR, nor would it modify or eliminate any previously-required mitigation measures, as described in the Addendum to the FEIR prepared pursuant to CEQA Guidelines Sections 15162 and 15164.
5. An addendum to the FEIR is the appropriate level of environmental review for the modified project because neither the proposed project nor the circumstances under which it is undertaken will result in substantial changes to the original project which will require major revisions to the FEIR due to new or increased significant environmental effects, and no new information of substantial importance shows significant environmental effects not previously examined or newly-feasible mitigation measures.

SECTION 3. Approval. The City Council does hereby approve the proposed project modification with incorporation of the following conditions, which were all part of the original 2022 project approval (Resolution 11304), except modified as noted in strikethrough and underline to reflect current 2025 modifications:

The project conditions of approval do not include mandatory code requirements. Code compliance will be verified during the plan check process, which may include additional requirements applicable to the project.

Planning Division

1. Final project design and construction drawings submitted for a building permit shall be in substantial compliance with the project plans approved by the Planning Commission (ARCH-0406-2021). A separate, full-size sheet shall be included in working drawings submitted for a building permit that lists all conditions and code requirements of project approval listed as sheet number 2. Reference shall be made in the margin of listed items as to where in plans requirements are addressed. Any change to approved design, colors, materials, landscaping, or other conditions of approval must be approved by the Director or Architectural Review Commission, as deemed appropriate.
2. Plans submitted for a building permit shall incorporate the design considerations as described at the ARC hearing on October 4, 2021, the final designs of the proposed project shall be modified to incorporate the following items, subject to the satisfaction of the Community Development Director:
 - a. Provide one more color scheme for Building A types.
 - b. Incorporate balcony railings that provide more privacy; 66%-75% solid panels to screen views.
 - c. On the Building B rear elevation provide white garage doors rather than gray to blend in more.
 - d. Provide more planting or other visual indicators for pedestrians and traffic calming (referencing the red arrow shown on sheet A10 descending from Santa Fe Road)
 - e. Use landscaping to reduce massing of Building E.
 - f. Provide well thought out pedestrian-scale elements.
3. Plans submitted for a building permit shall call out the colors and materials of all proposed building surfaces and other improvements. Colors and materials shall be consistent with the color and material board submitted with Major Development (Architectural) Review application. The project shall avoid repetition of design color schemes, such that adjacent townhomes or buildings of a similar layout use different color schemes. The applicant shall also note the use of smooth finish stucco on the building plans to the satisfaction of the Community Development Director.
4. Plans submitted for a building permit shall include recessed window details or equivalent shadow variation, and all other details including but not limited to awnings and railings. Plans shall indicate the type of materials for the window frames and mullions, their dimensions, and colors. Plans shall include the materials and dimensions of all lintels, sills, surrounds recesses and other related window features. Plans shall demonstrate the use of high-quality materials for all design features that reflect the architectural style of the project and are compatible with the neighborhood character, to the approval of the Community Development Director.

5. Plans submitted for a building permit shall include a revised railing system for the balconies that provides a design that visually obscures views of storage on the balconies and provides additional privacy between existing and new residential units, subject to the satisfaction of the Community Development Director.
6. The property owner shall be responsible for maintaining and updating the current parking calculation for the commercial component of the project upon the submittal of Planning and Building permits for tenant changes or improvements, and/or each business license, to ensure the site does not become under-parked.
7. All surface parking spaces must be available for common use and not exclusively assigned to any individual use, required residential parking may be reserved, but commercial parking must be made available for guests or overflow from residences.
8. Plans submitted for a building permit shall clearly depict the location of all required short and long-term bicycle parking for all intended uses, plans submitted for construction permits shall include bicycle lockers or interior space within each residential unit or parking area for the storage of at least two bicycle per residential unit. Short-term bicycle racks such as "Peak Racks" shall be installed in close proximity to, and visible from, the main entry into the buildings (inverted "U" rack designs shall not be permitted). Sufficient detail shall be provided about the placement and design of bike racks and lockers to demonstrate compliance with relevant Engineering Standards and Community Design Guidelines, to the satisfaction of the Public Works and Community Development Directors.
9. Plans submitted for building permit shall include a photometric plan, demonstrating compliance with maximum light intensity standards not to exceed a maintained value of 10 foot-candles. The locations of all lighting, including bollard style landscaping or path lighting, shall be included in plans submitted for a building permit. All wall-mounted lighting fixtures shall be clearly called out on building elevations included as part of working drawings. All wall-mounted lighting shall complement building architecture. The lighting schedule for the building shall include a graphic representation of the proposed lighting fixtures and cut-sheets on the submitted building plans. The selected fixture(s) shall be shielded to ensure that light is directed downward consistent with the requirements of the City's Night Sky Preservation standards contained in Chapter §17.70.100 of the Zoning Regulations.
10. Mechanical and electrical equipment shall be located internally to the buildings. With submittal of working drawings, the applicant shall include sectional views of the buildings, which clearly show the sizes of any proposed condensers and other mechanical equipment. If any condensers, transformers, or other mechanical equipment are to be ground mounted or placed on the roof, plans submitted for a building permit shall confirm that these features will be adequately screened. A line-of-sight diagram may be required to confirm that proposed screening will be adequate. This condition applies to initial construction and later improvements.

11. The storage area for trash and recycling cans shall be screened from the public right-of-way consistent with §17.70.200 of the Zoning Regulations. The subject property shall be maintained in a clean and orderly manner at all times; free of excessive leaves, branches, and other landscape material. The applicant shall be responsible for the clean-up of any landscape material in the public right-of-way.
12. A final landscaping plan, including irrigation details and plans, shall be submitted to the Community Development Department along with working drawings. The legend for the landscaping plan shall include the sizes and species of all groundcovers, shrubs, and trees with corresponding symbols for each plant material showing their specific locations on plans. Landscaping plans shall include the following information, at a minimum:
 - a. Species, diameter at breast height, location, and condition of all existing trees;
 - b. Identification of trees that will be retained, removed, or relocated;
 - c. Location and size of plant and tree species proposed to be planted;
 - d. The location of proposed utilities, driveways, street tree locations, and the size and species of proposed street trees; and
 - e. A reclaimed water irrigation plan.
13. Plans submitted for construction permits shall include elevation and detail drawings of all walls and fences. Fences, walls, and hedges will comply with the development standards described in the Zoning Regulations (§17.70.070 – Fences, Walls, and Hedges), except those identified in the Wall Height Exception attached to the staff report dated November 17, 2021. Walls and fences should remain as low as possible, long expanses of fence or wall surfaces shall be offset and architecturally designed to prevent monotony. Evergreen ivy shall be planted along the downslope side of all retaining walls that exceed 6-feet in height, planting of ivy shall be spaced out at a minimum of every 15 feet along the retaining walls, to the satisfaction of the Community Development Director.
14. The location of any required backflow preventer and double-check assembly shall be shown on all site plans submitted for a building permit, including the landscaping plan. Construction plans shall also include a scaled diagram of the equipment proposed. Where possible, as determined by the Utilities Director, equipment shall be located inside the building within 20 feet of the front property line. Where this is not possible, as determined by the Utilities Director, the backflow preventer and double-check assembly shall be located in the street yard and screened using a combination of paint color, landscaping and, if deemed appropriate by the Community Development Director, a low wall. The size and configuration of such equipment shall be subject to review and approval by the Utilities and Community Development Directors.
15. Prior to building permit issuance, the applicant shall submit an application and receive approval for the installation of public art as part of the project or pay the in-lieu fee (Municipal Code §17.32.030.E.5.b.(ii).(g)). Public art shall be installed prior to occupancy of the project, to the satisfaction of the Community Development Director.

16. The design of proposed structures will incorporate noise attenuating construction techniques that reduces noise exposure to acceptable levels. Exposure in outdoor activity areas must not exceed 60 dB and indoor exposure must not exceed 45 dB consistent with the City's Noise Ordinance. Plans submitted for construction permits must clearly indicate and describe noise attenuation measures, techniques, and materials, and demonstrates their compliance with noise levels limits.
17. Prior to building occupancy, the owner of the property shall provide a Residential Noise Notice in writing for residential occupants stating that the property is located within a commercial zone in an urban-type environment and that noise levels may be higher than a strictly residential area.
18. Plans submitted for a building permit shall ensure consistency with the Airport Land Use Commission's (ALUC) conditions from the August 18, 2021 hearing. Any increase in the number of dwelling units or commercial square footage shall be referred to the ALUC for determination of consistency with the Airport Land Use Plan (ALUP). The project is subject to the following ALUC conditions;
 - a. The average density/intensity for the site shall not exceed 75 persons per acre.
 - b. The densest portion of the site (southwest 1 acre containing the two mixed-use buildings) shall have an intensity not to exceed 150 persons per acre.
 - c. The maximum height limit of structures on the Project site shall not exceed 36 feet for any occupied structures, and 46 feet for any non-occupied architectural features. The construction plans for the proposed dwelling shall be submitted via FAA Form 7460-1 to the Air Traffic Division of the FAA regional office having jurisdiction over San Luis Obispo County at least 45 days before proposed construction or application for a building permit, to determine compliance with the provisions of FAR Part 77.
 - d. The Project shall comply with all noise policies as required by the ALUP.
 - e. No structure, landscaping, apparatus, or other feature, whether temporary or permanent in nature shall constitute an obstruction to air navigation or a hazard to air navigation, as defined by the ALUP.
 - f. Any use is prohibited that may entail characteristics which would potentially interfere with the takeoff, landing, or maneuvering of aircraft at the Airport, including:
 - Creation of electrical interference with navigation signals or radio communication between the aircraft and airport;
 - Lighting which is difficult to distinguish from airport lighting;
 - Glare in the eyes of pilots using the airport;
 - Uses which attract birds and create bird strike hazards;
 - Uses which produce visually significant quantities of smoke; and
 - Uses which entail a risk of physical injury to operators or passengers of aircraft (e.g., exterior laser light demonstrations or shows).

- g. Avigation easements shall be recorded for each property developed within the Project site prior to the issuance of any building permit or land use permit.
 - h. All owners, potential purchasers, occupants (whether as owners or renters), and potential occupants (whether as owners or renters) shall receive full and accurate disclosure concerning the noise, safety, or overflight impacts associated with Airport operations prior to entering any contractual obligation to purchase, lease, rent, or otherwise occupy any property or properties within the Airport area.
19. Any new proposed signage in addition to the monument sign shall be reviewed by the Planning Division to ensure appropriateness for the site and compliance with the Sign Regulations. Signage shall coordinate with building architecture and the type of land use. The Director may refer additional signage to the ARC if it seems excessive or out of character with the project.

Housing Programs – Community Development Department

20. Prior to the issuance of construction permits, the city and the project owners shall enter into an Affordable Housing Agreement, to be recorded in the office of the county recorder. The agreement shall specify mechanisms or procedures to assure the continued affordability and availability of 11 units (three studios, six 1-bedrooms, and two 2-bedroom units) to moderate income households that is of the same size, appearance and basic quality as the market-rate units, to the satisfaction of the Community Development Director.

Engineering Division – Public Works/Community Development

21. The development project plans shall be in accordance with the approved tentative map and any mitigation measures or conditions of approval related to Vesting Common Interest Tentative Parcel Map SLO 21-0015 (SBDV-0407-2021) [and as reflected in the 2025 project modification](#), and the certified Final EIR and approved Mitigation Monitoring and Reporting Program.
22. The public and subdivision improvements related to this development shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to building permit issuance for the development project.
23. Construction and/or improvement phasing, if proposed, shall be approved to the satisfaction of the directors of Community Development, Public Works, and Utility Departments.
24. Final roadway alignment shall be substantially in conformance with the AASP, Active Transportation Plan, and City Engineering Standards except where the applicant has requested and been granted a formal design exception by the Public Works Director or designee.

25. A separate public improvement/subdivision improvement plan application, review fee, and inspection fee will be required in accordance with the Engineering fee schedule in effect at the time of plan submittal. The plans and supporting documents shall be in accordance with the codes and standards in effect at the time of application.
26. A separate demolition permit will be required for the removal of any existing non-exempt structures, if applicable.
27. The improvement plans and building plan submittals shall include a complete topographic survey and/or existing site development plans showing all existing structures, site improvements, utilities, water wells, private waste disposal systems, tanks, and trees, if applicable. The plan shall clarify the limits of the demolitions and improvements to remain.
28. The plans shall include a complete tree summary show the diameter and species of all trees. The plans shall clarify the trees to remain and the trees to be removed. Trees to remain may require a tree preservation plan per City Engineering Standards.
29. Invasive plant species, if discovered along the Acacia Creek corridor or on site shall be removed or eradicated to the satisfaction of the Planning Division and Natural Resources Manager.
30. Agency permits required for any work within the creek corridor shall be secured prior to commencing with any demolitions, grading, and construction within the jurisdictional areas. Any jurisdictional permits and/or authorizations and/or authorizations from the Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or Regional Water Quality Control Board required for the drainage, site improvements, street and road improvements shall be issued prior to plan approval and/or commencing with work within the respective waterways. Permit conditions shall be reflected on the approved plans and/or development submittal supporting documents.
31. A SWPPP and Waste Discharger Identification Number (WDID) shall be issued and referenced on the grading, erosion control, and stormwater control plan sheets prior to plan approval and permit issuance.
32. The site development plan and grading plan shall show and honor the entitled design for the pedestrian and emergency vehicle access across Acacia Creek to 650 Tank Farm Road.
33. A reciprocal access agreement with 650 Tank Farm Road shall be recorded to provide continuity for the pedestrian/bikeway accessways. The agreement shall be recorded in junction with the parcel map recordation and/or prior to building permit issuance for the development project.

34. Unless an alternate design is approved by the Planning Division and the Public Works/Transportation Division, the proposed bike and pedestrian walks and pathways shall be designed and constructed of Portland Cement Concrete per City Engineering Standards.
35. The final site and stairway designs shall verify that required handrail extensions will not project into walkways and the bikeway or required 2' shoulder areas.
36. The limits of demolitions, culvert removal, rubble removal, and creek cleaning/restoration in the area of the existing Acacia Creek crossing and access easement shall be approved to the satisfaction of the City Biologist and Natural Resources Manager.
37. Depending upon project timing through this corridor of Tank Farm Road, off-site improvements currently proposed with the mixed-use development located at 650 Tank Farm Road may be required to accommodate motor vehicle, bike, and pedestrian circulation improvements and their transitions to the existing improvements.
38. The applicant/developer may request that the City support a private reimbursement agreement for certain off-site improvements or infrastructure oversizing that are considered to be in excess of those required to support the proposed development.
39. If applicable for any off-site improvements, the limits of improvements within the creek corridors required for the Tank Farm Road widening shall be approved by the Public Works Director in collaboration with the City Biologist and Natural Resources Manager. Additional silt and debris removal may be required within the culverts and at their downstream outlets.
40. The development plans, building plans, grading/drainage plans, and public improvement plans shall show and note compliance with the City's Drainage Design Manual, Floodplain Management Regulations, and Post Construction Stormwater Regulations (PCRs).
41. The project plans and reports shall show that the new structures will be located outside of the Special Flood Hazard Area (SFHA) and shall be constructed with finish floors at least 1' above any established Base Flood Elevation(s). A Conditional Letter of Map Revision (CLOMR) shall be processed and approved prior to grading or placement of fill within the SFHA. The final Letter of Map Revision (LOMR) shall be processed within 6 months after the completion of grading and shall be finally approved prior to building permit issuance for any structures located within the existing and unamended SFHA.
42. The grading and drainage plan and associate reports shall evaluate the run-on from the adjoining "flower mound". The plan and analysis shall evaluate how any run-on will be collected and conveyed to a non-erosive outlet.

43. The grading and drainage plan shall evaluate the run-off from the development improvements, including any run-off from the partial/interim development of Santa Fe, and improvements to Tank Farm Road, ~~and the round-a-bout~~. The analysis shall include both water quantity and water quality treatment.
44. This project site shall include the private and public improvements related to this common plan for evaluation of the PCRs. All off-site altered or replaced impervious surfaces related to the development of the Santa Fe extension, ~~round-a-bout improvements~~, and Tank Farm Road improvements shall be included as Drainage Management Areas (DMAs) with appropriate water quality treatment and retention strategies. Temporary basins or Storm Water Control Measures (SCMs) may be proposed.
45. Any off-site easements or easement agreements required for the proposed improvements and SCM's shall be recorded prior to plan approvals. A separate grading permit and encroachment permits may be required from the County of San Luis Obispo for work or construction staging that occurs outside the city limits or within the County public right-of-way.
46. An Operation and Maintenance Manual will be required with the improvement and building permit application submittals. A separate Private Stormwater Conveyance Agreement shall be recorded prior to approvals.
47. Unless specifically approved by the Public Works Department all stormwater control measures (SCMs) shall be located on private property and shall be maintained by the property owner, a Property Owner Association, or Homeowner Association.
48. Any SCMs approved for location within an existing or future public right-of-way may require an encroachment and maintenance agreement with the city and/or County unless the City or County agree to any maintenance.
49. Walls, fences, and wall-fence combinations shall meet the wall height requirements in the zoning code and community design guidelines to the satisfaction of the Planning Division, unless a Fence Height Exception is approved pursuant to the City Zoning Regulations. Tiered walls and/or off-site grading may be required to eliminate walls or reduce the wall height in the area of the "flower mound" along the tract boundary at lots 5 and 7.
50. All site retaining walls shall be evaluated for areas needing fall protection fencing/guardrails or privacy fencing that would increase the height of the wall-fence combination.
51. Access controls for the proposed new bridge across Acacia Creek shall be approved to the satisfaction of the Fire Department and shall be in accordance with City Engineering Standards. An offsite easement or license agreement may be required from the property owner at 650 Tank Farm to construct or improve any required emergency access or proposed construction access across the adjoining parcel.

52. Unless a phased construction plan is approved by the Community Development Department, all access roads, required secondary access, fire department access, and any required fire hydrant installations shall be completed prior to commencing with combustible construction.
53. Any required or proposed secondary access road(s) shall comply with City Standards and guidelines, ADA standards, and the California Fire and Building codes.
54. The developer shall exhaust reasonable efforts to complete the final design and construction of the off-site improvements to the ultimate plan to limit the amount of throw away improvements. Phased, partial, or temporary improvements may be considered and shall be approved to the satisfaction of the Public Works and Community Development Departments. Temporary improvements may include water quality treatment BMPs.
55. An offsite easement or license agreement may be required from Chevron to construct the proposed Tank Farm and Santa Fe improvements.
56. Offers of dedication will be required for any Tank Farm Road and Santa Fe Road improvements widening, round-a-bout construction, Santa Fe Road construction, cul-de-sac improvements, including grading, drainage, and slope easements. Offers of dedication of on-site property shall include the right-of-way needed for construction of the interim street improvements and ultimate right-of-way needed to construct the future Tank Farm/Santa Fe Roundabout.
57. The Tank Farm Road improvements shall conform to any existing endorsed and entitled designs and/or built-out improvements or shall provide for a reasonable transition to the existing unimproved sections to the satisfaction of the Public Works Department.
58. Except as set forth herein, all public improvements, including any off-site improvements, shall be designed, and completed to the satisfaction of the Public Works Department, Utilities Department and Fire Department. Public Improvements shall be in substantial conformance with the Airport Area Specific Plan (AASP), Active Transportation Plan, and City Standard Specifications and Engineering Standards, except where the project applicant and/or the City have requested and been granted a formal design exception. Where conflicts occur between the AASP and other adopted City Standards, plans or policies, final determination shall be provided by the City Engineer.
59. Unless stated otherwise in these conditions, the public improvements related to this development shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits. Prior to approval of any deferrals, the project applicant shall demonstrate that the construction of the required improvements is impractical to the satisfaction of the Community Development and Public Works Directors.

60. Plans submitted for a building permit should include a phased improvement plan with alternate designs and transitions, subject to the satisfaction of the Public Works and Community Development Directors.
61. The project applicant shall be responsible for acquiring any off-site dedication/acquisition of property for public right-of-way purposes necessary to facilitate orderly development of the public improvements required to be constructed by the applicant as described herein. The project applicant shall work with the City and the landowner(s) to acquire the necessary rights-of-way. In the event the applicant is unable to acquire said rights-of-way, the City Council may consider lending the applicant its powers of condemnation to acquire the off-site right-of-way dedication, including any necessary slope and drainage easements. If condemnation is required, the applicant shall agree to pay all costs associated with the off-site right-of-way acquisition (including attorney fees and court costs). It should be noted that some right-of-way acquisition may require coordination with and approval by the County of San Luis Obispo.
62. With respect to any off-site improvements, prior to the approval of the development improvement plans or the filing of the Parcel Map, the developer/subdivider shall either:
 - a. Clearly demonstrate their right to construct the improvements by showing access to, title or interest in the property in a form acceptable to the City Engineer; or,
 - b. Demonstrate, in writing, that the subdivider has exhausted all reasonable efforts to acquire interest to the subject property and request that the City assist in acquiring the property required for the construction of such improvements and exercise its power of eminent domain in accordance with Government Code Section 66462 .5 to do so, if necessary. Subdivider shall also enter into an agreement with the City to pay all costs of such acquisition including, but not limited to, all costs associated with condemnation. Said agreement shall be in a form acceptable to the City Engineer and the City Attorney. If condemnation proceedings are required, the subdivider shall submit, in a form acceptable to the City Engineer, the following documents regarding the property to be acquired:
 - i. Property legal description and sketch stamped and signed by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying in the State of California.
 - ii. Preliminary title report including chain of title and litigation guarantee;
 - iii. Appraisal of the property by a City approved appraiser. In the course of obtaining such appraisal, the property owner(s) must be given an opportunity to accompany the appraiser during any inspection of the property or acknowledge in writing that they knowingly waived the right to do so;

- iv. Copies of all written correspondence with off-site property owners including purchase summary of formal offers and counter offers to purchase at the appraised price;
 - v. Prior to submittal of the aforementioned documents for City Engineer approval, the Subdivider shall deposit with the City all or a portion of the anticipated costs, as determined by the City Attorney, of the condemnation proceedings. The City does not and cannot guarantee that the necessary property rights can be acquired or will, in fact, be acquired. All necessary procedures of law would apply and would have to be followed.
63. All public utilities including water, recycled water, sewer, and public storm drain systems shall comply with City Engineering Standards. The final line and grade for all public utilities shall be approved to the satisfaction of the Public Works and Utilities departments.
64. The improvement plans shall show the water, fire, and recycled water service connections, meters, and backflow prevention devices designed per City Engineering Standards. The services shall remain perpendicular to the main/street rights-of-way until they reach their respective meters or backflow prevention device. Changes in direction to serve the private on-sight system shall occur on private property and not within the respective public rights-of-way.
65. The improvement plan submittal shall include a sewer system analysis to establish the sizing, line, and grade for the public sewer main extension in Santa Fe [and Tank Farm Road, inclusive of associated infrastructure including but not limited to manhole\(s\)](#), to the satisfaction of the Public Works and Utilities departments. The analysis shall consider the proposed sewer depth needed to provide adequate gravity service to adjoining parcels in accordance with any Specific Plan, Sewer Master Plan, and previously submitted area tentative map designs as required for orderly development. The depth design ~~should~~ shall also consider construction and future maintenance costs by limiting the depth to what is needed to serve a defined sewer basin.
66. Street naming of the private streets and site addressing shall be established through the building permit and subdivision mapping and improvement plan review processes in accordance with City guidelines.
67. The parking and site development shall show and note compliance with the City's Parking and Driveway Standards, Community Design Guidelines, and the AASP.
68. Unless otherwise waived by the City, the use of pavers or alternate paving materials as visual cues for pedestrians should be expanded to include some of the more extensive parking areas serving the commercial lease spaces, common area/Club House, the central pedestrian crossroads area, and the northerly shared parking area on Lots 9 and 11 and the central area.

69. The final property line locations, site development, and building plans shall show and note compliance with the California Building Code for building setbacks, exterior wall protection, eave projections, openings, and access/egress. The final development for the club house building Type F/#10 on Lot 6 shall be evaluated for the proposed 2'-8" property line setback to the satisfaction of the Fire Marshal/Building Official.
70. The existing access easements shall be abandoned or quit-claimed, where necessary, prior to parcel map recordation or approval of the site development plans.
71. Mailbox unit (MBUs) shall be provided on-site to the satisfaction of the Postal Service and the City Planning Division. The number and location shall consider access, convenience, and circulation requirements.
72. Private site lighting shall be provided per City Engineering Standards.
73. The development/improvement plan submittal shall include a complete construction phasing plan in accordance with the conditions of approval, City codes, and standards. A truck circulation plan and construction management and staging plan shall be included with the improvement plan submittal. General truck routes shall be submitted for review and acceptance by the City. The engineer of record shall provide a summary of the extent of cut and fill with estimates on the yards of import and export material. The summary shall include rough grading, utility trench construction, road construction, AC paving, concrete delivery, and vertical construction loading estimates on the existing public roadways. The developer shall either; 1) complete roadway deflection testing before and after construction to the satisfaction of the City Engineer and shall complete repairs to the pre-construction condition, or 2) shall pay a roadway maintenance fee in accordance with City Engineering Standards and guidelines, or 3) shall propose a pavement repair/replacement program to the satisfaction of the City Engineer.
74. Separate utilities, including water, sewer, gas, electricity, telephone, and cable TV shall be served to each proposed lot to the satisfaction of the Public Works Department and serving utility companies. All public and private sewer mains shall be shown on the development/improvement plans and shall be constructed per the City's adopted codes and City Engineering Standards unless a waiver or alternate standard is otherwise approved by the City. The plans shall clearly delineate and distinguish the difference between public and private improvements.
75. All new wire utilities shall be placed underground. The underground placement shall be completed without a net increase in utility poles located within the public right-of-way unless specifically approved to the satisfaction of the Public Works and Community Development Departments.

76. The existing overhead wire services and service poles that are located on the northern portion of this parcel and along the Tank Farm Road frontage shall be removed with the exception of one existing pole at the southeast corner of the property. Overhead powerlines from this pole that cross Tank Farm Road to the south/east may remain as a result. If deemed necessary by the utility purveyor, the pole may be replaced in the same (or similar) location to ensure it can support any overhead lines that terminate at its location. A new conduit shall be installed to the east of the project site crossing Acacia Creek to facilitate future undergrounding of the one pole that will remain on the property and all overhead lines that connect to that pole. ~~or services placed underground within the limits and standards of the supplying utility companies.~~
77. City recycled water or another non-potable water source, shall be used for construction water (dust control, soil compaction, etc.). An annual Construction Water Permit is available from the City's Utilities Department for the use of recycled water. Recycled water is readily available near the intersection of Tank Farm Road and Orcutt Road.
78. The proposed tree removals are supported with the compensatory tree plantings shown on the plans provided with the Planning Commission Agenda Report on November 17, 2021, and as reviewed by the Tree Committee. The final tree species, mix, and specimen size for all street trees and on-site trees shall be approved by the Planning Division and City Arborist. All street trees shall be planted per City Engineering Standards. Street trees, including parkway trees and landscaping shall be irrigated and maintained by the developer, property owner(s), or HOA.

Engineering Division – Vesting Common Interest Parcel Map Conditions

79. The subdivision, required improvements, conditions, and mitigation measures shall be in general conformance with the approved development project per ARCH-0406-2021.
80. Unless otherwise approved for deferral or partial deferral by the City, park land and park improvement fees shall be paid prior to map recordation or building permit issuance, whichever occurs first.
81. Any easements including but not limited to provisions for all public and private utilities, access, grading, drainage, open space, slope banks, construction, public and private streets, pedestrian and bicycle facilities, common driveways, and maintenance of the same shall be shown on the parcel map and/or shall be recorded separately prior map recordation. Said easements may be provided for in part or in total as blanket easements.
82. The parcel map and improvement plans shall show the extent of all existing and proposed on-site and off-site offers of dedication. Subdivision improvement plans and or preliminary designs may be required for any deferred improvements so that

dedication limits can be established. These improvements may include but are not limited to road construction and widening, grading and drainage improvements, utility easements, utility undergrounding, bridges/culverts, bike bridges, transit stops, bikeways, pedestrian paths, and intersection improvements.

83. The parcel map and improvement plans shall show and label the separate access easements to and through the property to the east known as 650 Tank Farm.
84. The subdivider shall dedicate a 10' wide street tree easement and 15' wide public utility easement (P.U.E.) across the Tank Farm Road frontage of each parcel. Said easements shall be adjacent to and contiguous with all public right-of-way lines bordering each parcel. Additional site-specific utility easements may be required by PG&E or other wire utilities related to the required undergrounding and service requirements for the development.
85. The preliminary PG&E memo shall be reviewed and endorsed by the City and the engineer of record prior to final designs. Unless otherwise approved for deferral, the final PG&E handout package(s) for all undergrounding along the southerly and northerly map boundaries along with the development specific service requirements shall be reviewed and approved by both the engineer of record and the City.
86. Access rights shall be dedicated to the City along the Tank Farm Road and Santa Fe Road frontages except at approved driveway locations. Said dedications shall be shown and labeled on the parcel map.
87. The developer shall include any other out-of-tract offers of dedication related to the need for public utility extensions related to orderly development of the AASP that are not otherwise located within a public street.
88. All private improvements shall be owned and maintained by the individual property owners, Homeowners Association, and/or a Property Owner's Association as applicable. A common area maintenance agreement or other guiding agreement shall be provided in conjunction with the parcel map submittal. Private improvements include but are not limited to streets, drive aisles, parking lot improvements, sidewalks, private pedestrian/bike paths, private sewer mains/laterals, water services, fire services, reclaimed water services, drainage systems, detention basin(s), site lighting, landscape, landscape irrigation, and common areas.
89. A separate easement-agreement shall be processed in a format approved by the Utilities Department for any future access and maintenance of on-site public water meters that are served off of a private mainline system
90. A notice of requirements or other agreement acceptable to the City may need to be recorded in conjunction with the parcel map to clarify development restrictions, fee payments, conditions of development, and references to any pertinent conditions of approval related to this map and/or off-site requirements.

91. Off-site improvements, easements and/or dedications may be required to facilitate through street construction and transitions to the existing roadway, access, cul-de-sac, ~~round-a-bout~~, and public water, recycled water and sewer main extensions beyond the map boundary and in accordance with the AASP
92. Unless specifically approved by the City, all public and private subdivision improvements shall be approved prior to map recordation and/or building permit issuance, whichever occurs first. Subdivision sureties and a subdivision agreement shall be provided for all subdivision improvements if the map will record prior to completion of the improvements.
93. Unless phased or interim improvements are approved by the City, all pertinent public and private subdivision improvements shall be completed prior to building permit and building permit final inspection approvals/occupancy, respectively.
94. With respect to any off-site improvements, prior to filing of the Parcel Map, the subdivider shall either:
 - a. Clearly demonstrate their right to construct the improvements by showing access to, title or interest in the property in a form acceptable to the City Engineer; or,
 - b. Demonstrate, in writing, that the subdivider has exhausted all reasonable efforts to acquire interest to the subject property and request that the City assist in acquiring the property required for the construction of such improvements and exercise its power of eminent domain in accordance with Government Code Section 66462.5 to do so, if necessary. Subdivider shall also enter into an agreement with the City to pay all costs of such acquisition including, but not limited to, all costs associated with condemnation. Said agreement shall be in a form acceptable to the City Engineer and the City Attorney. If condemnation proceedings are required, the subdivider shall submit, in a form acceptable to the City Engineer, the following documents regarding the property to be acquired:
 - i. Property legal description and sketch stamped and signed by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying in the State of California;
 - ii. Preliminary title report including chain of title and litigation guarantee;
 - iii. Appraisal of the property by a City approved appraiser. In the course of obtaining such appraisal, the property owner(s) must be given an opportunity to accompany the appraiser during any inspection of the property or acknowledge in writing that they knowingly waived the right to do so;
 - iv. Copies of all written correspondence with off-site property owners including purchase summary of formal offers and counter offers to purchase at the appraised price.

- v. Prior to submittal of the aforementioned documents for City Engineer approval, the Subdivider shall deposit with the City all or a portion of the anticipated costs, as determined by the City Attorney, of the condemnation proceedings. The City does not and cannot guarantee that the necessary property rights can be acquired or will, in fact, be acquired. All necessary procedures of law would apply and would have to be followed.
95. All public streets shall conform to City Engineering Standards and AASP including curb, gutter, and sidewalk, driveway approaches, and curb ramps as approved by the City Engineer. Where conflicts occur between the City Engineering Standards and concepts identified in the AASP and/or this project approval, a final determination on design shall be provided by the City Engineer.
96. Final roadway alignment shall be consistent with the AASP, [Active Transportation Plan](#), ~~Bike Plan~~, and City Engineering Standards except where the applicant has requested and been granted a formal design exception.
97. The on-site drive aisles and parking areas shall comply with the Parking and Driveway Standards and soils engineer recommendations.
98. The improvement plans shall include all final line-of-sight analysis at applicable intersections to the satisfaction of the Public Works Department. Fence heights and plantings in the areas of control shall be reviewed in conjunction with the analysis. A separate recorded declaration, covenant, agreement or Notice of Requirements for private property owner maintenance of sight lines may be required.
99. Any jurisdictional permits and/or authorizations from the Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or Regional Water Quality Control Board required for the drainage, site improvements, street and road improvements shall be issued prior to plan approval and/or commencing with work within the respective waterways.
100. The map submittal shall clarify the limits and extent of the private access rights shown and referenced on the tentative map and preliminary report. The easements shall be terminated, quit-claimed, or otherwise adjusted prior to map recordation.
101. The subdivider shall install public street lighting and all associated facilities including but not limited to conduits, sidewalk vaults, fusing, wiring and luminaires along all public streets and intersections per City Engineering Standards.
102. Private site lighting shall be provided per City Engineering Standards. Unless otherwise waived by the City or an alternate method of pathway lighting is approved, the creek walk/bikeway from the northerly tract boundary to/through the campus to the adjoining public street(s) shall include pathway lighting per City Engineering Standards and the City's Bike Plan.

103. Improvement plans for the entire subdivision, including any off-site improvements shall be approved or substantially approved to the satisfaction of the Public Works Department, Utilities Department, and Fire Department prior to map recordation and prior to building permit issuance.
104. The improvement plans shall clearly show all existing structures, site improvements, utilities, water wells, septic tanks, leach fields, gas and wire services, etc. The plan shall include the proposed disposition of the improvements and any proposed phasing of the removal and demolition. Any above grade or buried structures and utilities affected by the proposed lot lines shall be removed and receive final inspection approvals prior to map recordation.
105. A separate demolition permit is required from the building division for building demolitions, if applicable. A separate permit is required from SLO County Environmental Health and a plumbing permit from the City of SLO for the abandonment of any water wells, if applicable.
106. The improvement plan submittal shall include a complete construction phasing plan in accordance with the conditions of approval, City codes, and standards. A truck circulation plan and construction management and staging plan shall be included with the improvement plan submittal. General truck routes shall be submitted for review and acceptance by the City. The engineer of record shall provide a summary of the extent of cut and fill with estimates on the yards of import and export material. The summary shall include rough grading, utility trench construction, road construction, AC paving, concrete delivery, and vertical construction loading estimates on the existing public roadways. The developer shall either; 1) complete roadway deflection testing before and after construction to the satisfaction of the City Engineer and shall complete repairs to the pre-construction condition, or 2) shall pay a roadway maintenance fee in accordance with City Engineering Standards and guidelines, or 3) shall propose a pavement repair/replacement program to the satisfaction of the City Engineer prior to acceptance of the subdivision improvements.
107. Separate utilities, including water, sewer, gas, electricity, telephone, and cable TV shall be served to each lot to the satisfaction of the Public Works Department and serving utility companies. All public and private sewer mains shall be shown on the public improvement plans and shall be constructed per City Engineering Standards unless a waiver or alternate standard is otherwise approved by the City. The plans shall clearly delineate and distinguish the difference between public and private improvements. Gas service is not required as a condition of the subdivision if the applicant has documented the limits or absence of buildings proposing mixed-fuel options.
108. City recycled water or another non-potable water source, shall be used for construction water (dust control, soil compaction, etc.). An annual Construction Water Permit is available from the City's Utilities Department. Recycled water is readily available near the intersection of Tank Farm Road and Orcutt Road.

109. Final grades and alignments of all public and/or private water, sewer and storm drains shall be approved to the satisfaction of the Public Works Director and Utilities Department. The final location, configuration, and sizing of service laterals and meters shall be approved in conjunction with the review of the building plans, fire sprinkler plans, and/or public improvement plans.
110. The improvement plans shall show the location of all domestic and landscape water meters. The plan shall include service lateral sizes and meter sizes. Sizing calculations may be required to justify service and meter sizing. Water impact fees related to the irrigation water meter(s) for any public or private irrigation meter shall be paid prior to approval of the subdivision improvement plans and commencement with construction for each construction phase.
111. The final pathway design, location, access controls, and construction shall be approved by the Planning Division, Public Works Department, and Parks and Recreation Department. A separate use or license agreement may be required if not otherwise covered within the property maintenance documentation or CCRs.
112. The public and private improvements are all considered part of the project site and are subject to the Post Construction Stormwater Regulations as a common plan. Stormwater Control Measures (SCMs) shall be located on private property unless specifically allowed within the public rights-of-way by the Public Works Department. If allowed, they shall be privately maintained under an encroachment agreement unless certain and limited SCMs are approved for maintenance by the City or County of San Luis Obispo.

Transportation Division – Public Works

113. Transportation Impact Fees. Prior to issuance of building permits, the project applicant shall pay all required transportation impact fees, including participation in the Citywide Transportation Impact Fee Program and the County's Highway 227 Impact Fee Program. Payment of Citywide Transportation Impact Fees may be deferred to issuance of first occupancy permits and total fees due may be reduced to reflect approved fee credits pursuant to the terms of an approved [and revised Credit and Reimbursement Agreement, based on the 2025 revised transportation improvements.](#)

[The project applicant shall pay additional fair share mitigation fees towards future implementation of the Tank Farm/Santa Fe Roundabout project for the portion of estimated roundabout project costs that exceed the amount programmed in the current Citywide Transportation Impact Fee Program. To inform the calculation of this fair share fee, the applicant shall provide an updated engineer's estimate of probable cost for the ultimate roundabout \(ultimate buildout of the planned four-leg, two-lane roundabout\), prepared by a qualified civil engineering professional and approved to the satisfaction of the Public Works Department.](#)

[Unless otherwise approved by the Public Works Department, the project applicant](#)

shall also pay a fair share mitigation fee for the future removal and reconstruction of the portion of the development's interim frontage improvements that do not conform with construction of the ultimate Tank Farm/Santa Fe Roundabout improvements. The project applicant shall provide cost estimates for future removal and reconstruction of these interim "throwaway improvements", with costs escalated to a year of construction 10 years into the future using the latest available five-year average California Construction Cost Index, published by the California Department of General Services, to the satisfaction of the Public Works Director.

114. Reimbursement for Public Improvements. Project applicant may be eligible for reimbursement for costs related to planning, design and construction of eligible public improvements. A new Public Credit/Reimbursement Agreement must be obtained to reflect the modified project prior to building permit issuance to maintain eligibility for financial reimbursement and shall be subject to approval by the City Council. Interim or "throwaway" public improvements will not be eligible for public reimbursement. A reimbursement agreement application shall be submitted by the project applicant prior to the City processing the new reimbursement agreement.
115. Tank Farm Road Frontage Improvements. Project applicant shall reconstruct the Tank Farm Road project frontage to current City Engineering Standards. Unless otherwise approved by the Public Works Director, plans submitted for Public Improvement Plans shall include widening the northern side of Tank Farm to a cross section that substantially conforms with the Airport Area Specific Plan and Active Transportation Plan, which includes the following typical cross section elements, listed from north to south side of the street: 13' shared-use bicycle and pedestrian path / 7' parkway (width may vary) / curb and gutter / 13' on-street westbound buffered bicycle lane and striped shoulder (width for future second westbound auto lane) / 11' westbound auto lane / 5' raised center median with landscaping / 10' center left turn acceleration lane / 11' eastbound auto lane / 8' eastbound buffered bicycle lane. The shared-use bicycle/pedestrian path shall be constructed in concrete in substantial conformance with City Engineering Standard 7040 (Option 2) and designed to allow flexibility for future conversion to a separate sidewalk and one-way westbound protected bike lane using strategies that do not require reconstruction of the path to accomplish this future conversion. ~~on the north half of the street: 5' sidewalk / 7' protected bike lane / 9' parkway / curb and gutter / two westbound 12'-13' auto lanes / raised median / one existing eastbound auto lane / existing eastbound bike lane.~~

Frontage improvements shall be designed to minimize the amount of interim "throwaway" improvements that do not conform with future roundabout construction to the maximum extent practicable. Designs shall be developed in coordination with the frontage improvements currently in development for the adjacent 650 Tank Farm Road development to ensure that appropriate geometric transitions are provided. Improvements shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits.

116. Tank Farm/Santa Fe Road (West) Intersection ~~Roundabout~~.Interim Intersection Configuration – Side-Street Stop Control:

Project applicant shall be responsible for constructing a side-street stop-controlled intersection at Tank Farm Road/Santa Fe (west) to serve as an interim configuration until construction of a future roundabout by others. Unless otherwise approved by the Public Works Department, the interim intersection design shall include two southbound approach lanes, an eastbound left-turn lane and through lane, a shared through/right lane, and a center left-turn acceleration lane to allow two-stage left turns from southbound Santa Fe to eastbound Tank Farm Road. Improvements related to this interim intersection configuration, including any off-site right-of-way acquisition needed for the widening of Tank Farm Road, shall be the sole responsibility of the project applicant and are ineligible for public reimbursement.

Ultimate Intersection Configuration – Multilane Roundabout:

Project applicant shall be responsible for ~~constructing a~~ preparing designs for a future roundabout at the intersection of Tank Farm Road & Santa Fe Road (west). Unless otherwise approved by the Public Works Director, plans ~~submitted for Public Improvement Plans~~ shall ~~include both the near-term and ultimate layout for the roundabout, with the near-term configuration reflecting improvements to be constructed by the project applicant and the ultimate configuration to reflect remaining improvements to be constructed at a future date by the City or others.~~ Near-term roundabout improvements shall include the following geometrics:

- a. Landscaped center island with mountable truck apron.
- b. Two continuous auto lanes approaching and continuing through the roundabout in the westbound direction, tapering back down to a single lane on Tank Farm Road west of the intersection.
- c. One continuous lane approaching and continuing through the roundabout in the eastbound direction.
- d. ~~One~~ Two approach lanes and one departure lane at the north leg of the roundabout.
- e. No south leg of the roundabout.
- f. Concrete curb/gutter and separated bicycle and pedestrian facilities to be constructed as permanent improvements along the northwest and northeast quadrants of the roundabout, including the north leg within the functional area of the roundabout.
- g. Temporary improvements along the southern extent of the roundabout, which may include an asphalt berm and asphalt shoulder/bike lane. All ADA curb ramps at the roundabout shall be constructed in concrete.

- h. Consistent with design guidance per the City's Active Transportation Plan, installation of Rapid Rectangular Flashing Beacons (RRFBs) shall be considered at ~~the crosswalks on the east and west~~ all legs of the intersection.

~~Ultimate improvements, which shall be included in roundabout design drawings, but are not required to be constructed by the project applicant include:~~

- ~~a. Widening to provide two continuous auto lanes approaching and continuing through the roundabout in the eastbound direction.~~
- ~~b. Permanent construction of separated bicycle and pedestrian facilities on the southwest and southeast quadrants of the roundabout.~~
- ~~c. Construction of the south leg of the roundabout.~~

Roundabout designs shall be developed in coordination with the frontage improvements currently in development for the adjacent 650 Tank Farm Road development to ensure that appropriate geometric transitions are provided approaching/departing the roundabout. ~~Improvements~~ Roundabout plans shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits ~~and improvements shall be completed prior to issuance of first occupancy permits.~~

Applicable costs incurred by the applicant in designing ~~and constructing this public improvement~~ the future roundabout shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

117. Santa Fe Road Extension. Project applicant shall be responsible for constructing a portion of the Santa Fe Road Extension north of Tank Farm Road, extending approximately 570 feet north of Tank Farm Road. Unless otherwise approved by the Public Works Director, plans submitted for Public Improvement Plans shall include the following typical cross section elements listed from east to west: ~~5' sidewalk / 7' protected bike lane~~ 13' shared-use bicycle and pedestrian path / 9' 7' parkway (width may vary) / curb and gutter / two 12' auto lanes / shared lane "sharrow" bikeway markings in southbound auto lane ~~6.5' bike lane / 2' shoulder.~~ The shared-use bicycle/pedestrian path shall be constructed in concrete in substantial conformance with City Engineering Standard 7040 (Option 2) and designed to allow flexibility for future conversion to a separate sidewalk and one-way northbound protected bike lane using strategies that do not require reconstruction of the path to accomplish this future conversion.

The northern terminus of the proposed Santa Fe Road Extension may be constructed as a City Standard street end with barricade. ~~an interim cul-de-sac or in the ultimate configuration, a single-lane roundabout.~~ ~~If constructed as an interim cul-de-sac, the project applicant shall provide preliminary design concepts for a~~

~~future single-lane roundabout. Cul-de-sac plans should be designed to minimize potential throw-away work to a reasonable extent, and final project property boundaries and right-of-way dedications shall honor the anticipated footprint required to accommodate the future roundabout to the satisfaction of the Public Works Director.~~ Frontage improvements shall be designed to minimize the amount of interim “throwaway” improvements that do not conform with future roundabout construction to the maximum extent practicable. Improvements shall be approved or substantially approved to the satisfaction of the Public Works, Fire, Utilities, and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits.

Applicable costs incurred by the applicant in designing and constructing this public improvement shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

118. Tank Farm Road Shared-Use Path. The project applicant shall provide planning and preliminary engineering support for a proposed shared-use bicycle/pedestrian path along Tank Farm Road, as identified in the City’s Active Transportation Plan, extending from the new Tank Farm/Santa Fe Road (west) intersection Roundabout west to ~~either~~ Innovation Way ~~or Old Windmill Lane~~, with detailed path alignment and extents to be confirmed in coordination with the City Public Works Department. Planning and design for the Tank Farm Shared-Use Path are to be developed at a sufficient level of detail to provide for an accurate determination of construction quantities, necessary rights-of-way acquisition, and grading to a level sufficient to conduct a project-level environmental assessment. Such level of detail is described as a “65% level of detail” and is equivalent to Caltrans specifications and requirements for a Plans, Specifications and Estimates (“PS&E”) and as contained and described in Chapter 2, Section 2-1 through Section 2-2, of Caltrans’ Plans Preparation Manual, and in accordance with the City’s Improvement Standards and Standard Specifications.

The project applicant shall provide environmental documentation that summarizes relevant environmental analysis/concerns provided in previous environmental reviews conducted to date (including the Project EIR and the Chevron EIR), describe level of CEQA review anticipated to be required, and provide applicable technical studies to support the City’s subsequent preparation of a formal CEQA document.

The engineering design shall provide horizontal and vertical alignments, identify utility conflicts, drainage strategy, grading needs, storm drainage solutions, demonstrate compliance with Regional Board and Drainage Design Manual Post Construction Storm Water regulations, and the approach to creek/stream crossings. There shall be a rights of way analysis which shall define the right-of-way needed to construct the path, provide ROW exhibits and legal descriptions to help guide future negotiations between the City and property owner(s). This level of design requires a physical survey of the property, environmental studies such as biology, soils, wetlands, cultural resources, and other, and a detailed set of

plans with accurate vertical and horizontal design elements, structural calcs, and accurate survey data. Finally, the work shall include an engineer's Opinion of Probable Cost (OPIC).

Unless otherwise approved by the Public Works Director, notable deliverables include the following:

- a. Up to three alternative alignments and approaches for consideration and review by the City. The City shall participate in the selection of these three alternatives. These alternatives will be at a "schematic" level of detail with general horizontal and vertical locations. After City comments (which may include City Advisory body involvement to be managed by the City), the three alternatives shall be refined and resubmitted to the City for selection of one alternative. The relevant technical studies shall be submitted to the City at this stage to inform City review, and for their comment and approval by the City.
- b. A refined alignment shall be presented to the City which reflects the further development of the selected alternative. The level of detail shall be sufficient to estimate construction quantities, structural design elements, rights of way for the improvement, construction elements, earthwork calculations and balance, and utility locations. An OPIC shall be prepared. This plan set shall be submitted for City review and comment. City shall provide plan check comments in a consistent, non-contradictory format for all relevant departments and reviewers (Planning, Utilities, Engineering, Natural Resources, etc.).
- c. An environmental assessment and initial study shall be prepared based on the selected alignment. The assessment shall include relevant technical studies, evaluation of each environmental subject area contained in the most current version of Appendix G of the CEQA Guidelines, analysis of the compliance with the City's VMT regulations for transportation construction projects, and compliance with city development policies and regulations that have been adopted for the purpose of environmental impact regulation and mitigation.
- d. A final set of plans shall be prepared with the form and content in Section 1.1 of Division 1010 of the Engineering Standards. A final OPIC shall be prepared. No plan check or final permit is anticipated.

Unless otherwise approved by the Public Works Director, all work required by the project applicant under this condition shall be completed prior to issuance of 1st occupancy permits. Applicable costs incurred by the applicant in preparing this work shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

119. Acacia Creek Shared-Use Path. The project applicant shall construct the Acacia Creek Shared-use Path, as identified in the City's Active Transportation Plan, with an alignment generally following the west bank of Acacia Creek connecting Santa Fe Road northeast to the Damon-Garcia Sports Park internal path network, approximately 200 feet north of the project's northern property line. Unless otherwise approved by the Public Works Director, improvement plans shall include a 12-foot-wide concrete path section per City Engineering Standard 7040 (Option 2), 2-foot clear shoulders, applicable path signage, striping, high-visibility markings at driveway crossings, path lighting, and installation of a security gate on City property at the boundary between the project site and the Damon Garcia Sports Fields. Details for the security gate shall be approved to the satisfaction of the City Public Works and Parks and Recreation Departments.

The Acacia Creek shared-use path shall be privately maintained by the HOA, private property owner(s), or property association. The pathway shall remain open and usable as a site amenity and for potential circulation to the Damon Garcia Sports Fields. The City shall reserve the right to control hours accessing the Damon Garcia Sports Fields via this path. Temporary closures of the path by the HOA or others shall be approved at the discretion of the City. The path shall be included in the maintenance documents related to the proposed subdivision or in conjunction with the approval of the development permits. A private easement/agreement or blanket easement will be required to allow for the shared use.

Path improvements shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits. Applicable costs incurred by the applicant in designing and constructing this public improvement shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

120. Street Lighting. Unless otherwise approved by the Public Works Director, improvement plans shall include the installation of public street lighting and all associated facilities including but not limited to conduits, sidewalk vaults, fusing, wiring and luminaires along the north side of Tank Farm Road and east side of Santa Fe Road (along the project frontages) and within the Tank Farm/Santa Fe Roundabout consistent with City Engineering Standards and best practice design guidance for roundabout lighting design. Existing street lighting shall be shown on the improvement plans for reference and will be considered in establishing the required spacing, location, number, and type of fixtures.
121. Shared-Use Path Lighting. Unless otherwise approved by the Public Works Director, improvement plans shall include the installation of shared-use path lighting along the extent of the Acacia Creek path and at the interface between project site and pedestrian/bicycle/emergency vehicle only connection to the adjacent 650 Tank Farm site. Path lighting design shall utilize City Standard path lighting per Standard Plan 7905 (or City-approved equivalent solar product) and

all associated facilities including but not limited to conduits, sidewalk vaults, fusing, and wiring. Path lighting shall be oriented in a manner that minimizes potential light spillover into the Acacia Creek riparian area and may require backlight shields.

122. Access to 650 Tank Farm Property. Unless otherwise approved by the Public Works Director, improvement plans shall include adequate access control measures, such as removable bollards, signage, pavement markings and lighting per City Engineering Standards at the interface between the project site and the planned pedestrian/bicycle/emergency access only connection to the adjacent 650 Tank Farm site. Access control measures shall be approved to the satisfaction of the City Public Works and Fire Departments.
123. On-Site Bicycle Parking. Short-term bicycle parking shall consist of Peak “high-low staggered style” racks or City-approved equivalent. Short-term and long-term bicycle parking shall comply with applicable design policies per the City’s Active Transportation Plan. Short-term bike racks shall be located as close as practical to the commercial business entry doors, club house entry, and the outdoor recreation areas.
124. On-Site Auto Parking.
 - a. Plans submitted for building permit shall demonstrate that all on-site auto parking stalls conform with City Engineering Standards 2210-2260, including addition of wheel stops where parking stalls front pedestrian walkways to avoid vehicle encroachment into sidewalk space.
 - b. On-site improvement plans shall demonstrate that all on-site auto parking located along the site access driveways from Tank Farm Road and Santa Fe Road are set back a minimum of 36 feet from the adjacent street, measured from the face of curb, unless otherwise approved by the Public Works Director.
125. Intersection/Driveway Sight Distance. Improvement plans shall demonstrate that all landscaping, entry signage/monuments or other vertical features exceeding 36 inches in height are located clear of applicable sight distance triangles at site access driveways/intersections per City Engineering Standards. A separate recorded declaration, covenant, agreement, or Notice of Requirements for private property owner or HOA maintenance of sight lines may be required.
126. Pedestrian and Bicycle Connectivity East of the Project Site. Unless otherwise approved by the Public Works Director, the project applicant shall be responsible for constructing the following pedestrian and bicycle access improvements prior to issuance of first occupancy permits, unless equivalent improvements are completed sooner by others (i.e., 650 Tank Farm and/or Northwest Corner developments):

- ~~a. Install pedestrian signal and crosswalk at the east leg of the Tank Farm/Mindbody signalized intersection.~~
- ~~b. Provide a continuous pedestrian connection along Tank Farm Road between the 600 Tank Farm site and the intersection of Tank Farm/Broad. If frontage improvements required by the adjacent 650 Tank Farm Road development and 660 Tank Farm Road Development (Northwest Corner) have not yet been constructed, a temporary pedestrian path of travel using asphalt concrete may be accepted to the satisfaction of the City Engineer.~~
- a) Install a 12' minimum width shared-use pedestrian/bicycle path on the north side of Tank Farm Road from the 600 Tank Farm property boundary east to the Tank Farm/Mindbody signalized intersection. The path may be constructed in asphalt east of the Acacia Creek Culvert in substantial conformance with City Engineering Standard 7040 (Option 1), unless otherwise approved by the Public Works Department.
- i. The project applicant shall demonstrate a good faith effort to acquire the off-site right-of-way needed to extend this shared-use pedestrian/bicycle path all the way east to the Tank Farm/Broad Street intersection. If right-of-way acquisition can be achieved, the path shall be constructed all the way east to Broad Street. If right-of-way acquisition is unsuccessful and applicant has, to the satisfaction of the City, demonstrated a good faith effort, the obligation to extend this path east of the Tank Farm/Mindbody intersection can be waived by the Community Development Director.
- b) Install ADA-compliant curb ramp, pedestrian signal and push buttons, and high-visibility crosswalk markings to provide a new pedestrian crossing at the east leg of the Tank Farm/Mindbody signalized intersection.
- c) Install bicycle signal head, dedicated bicycle signal phase, and bicycle left turn boxes to the satisfaction of the Public Works Department to facilitate bicycle crossings to/from the shared-use path at the Tank Farm/Mindbody intersection.
- d) If a shared-use bicycle/pedestrian path cannot be constructed along the north side of Tank Farm Road east to Broad Street, the project applicant shall provide a continuous pedestrian sidewalk along the north side of Tank Farm Road between the Tank Farm/Mindbody intersection and the existing sidewalk at the northwest corner of the Tank Farm/Broad Street intersection. If permanent frontage improvements required by the adjacent 650 Tank Farm Road development and 660 Tank Farm Road development (Northwest Corner) have not yet been constructed, a temporary pedestrian sidewalk using asphalt surface and asphalt protective berm/curb may be accepted to the satisfaction of the Public Works Department.

127. Transit Stop. Prior to issuance of first building permits, Project applicant shall provide payment of \$25,000 to the City for installation of a future transit stop by other property owners within the vicinity of the 600 Tank Farm development. The ultimate location of this transit stop shall be confirmed by SLO Transit and the City Public Works Department and based on guidance in the City's Active Transportation Plan and Short-Range Transit Plan.

Fire Department

128. All access roads less than 26 feet in width, unobstructed, shall be posted as Fire lane-No Parking”.
129. Buildings containing 2 or less dwelling units shall have NFPA 13D fire sprinkler systems.
130. Buildings containing 3 or more dwelling units shall have NFPA 13 fire sprinkler systems and standpipes in the stairwells. Floor control valves shall be collocated in a fire sprinkler riser room with exterior door access.

Utilities Department – Vesting Common Interest Parcel Map Conditions

131. The proposed utility infrastructure shall comply with the latest engineering design standards effective at the time the building permit is obtained and shall have reasonable alignments needed for maintenance of public infrastructure along public roads. The applicant shall submit revised Public Improvement Plans inclusive of sewer, recycled water, water mains and fire service, and associated infrastructure, to the satisfaction of the City's Utility Director, to accommodate the 2025 Tank Farm Road project transportation modifications and avoid conflicts between utilities, landscaping, and transportation improvements.

Unless otherwise approved by the Utilities Director, the project applicant shall also pay 100% for the future removal and reconstruction of the portion of the development's public utility improvements that do not conform with construction of the ultimate Tank Farm/Santa Fe Roundabout improvements (as applicable, and as determined by the Utilities Director). The project applicant shall provide cost estimates for the design and construction of future removal and reconstruction of these interim improvements, with costs escalated to a year of construction 10 years into the future using the latest available five-year average California Construction Cost Index, published by the California Department of General Services, to the satisfaction of the Public Works and Utilities Directors.

132. Due to shallow groundwater in this area heat fused HDPE sewer lateral(s) shall be installed per the engineering design standards and connected into the existing sewer main.

133. If commercial uses in the project include food preparation, provisions for grease interceptors and FOG (fats, oils, and grease) storage within solid waste enclosure(s) shall be provided with the design. These types of facilities shall also provide an area to wash floor mats, equipment, and trash cans. The wash area shall be drained to the sanitary sewer, and an environmental compliance permit shall be filed prior to issuance of occupancy permit.
134. The project's commercial and residential uses shall be metered separately. All residential units are to be individually metered with a private meter after the City's master public service meter per MC 16.20.020. Privately owned sub-meters may be provided for residential apartments upon approval of the Utilities Director. The CC&R's for the property/homeowner association shall require that the sub-meters be read by the association (or P/HOA contracted service) and each billed according to water use.
135. Building permit submittal shall clarify size of existing and proposed water services and water meters for the project.
136. The project shall install an 8" HDPE sewer main and manholes within Santa Fe Road approximately 760 feet near the western boundary of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
137. Any eExisting well(s) shall be destroyed per County Health Requirements and the California Department of Water Resources Standard Bulletin 74-81 and 74-90.
138. Water service meter(s) shall be adequately sized to serve the project's proposed units. Residential units shall be separately metered from the non-residential/commercial units, and service lines shall not cross parcel boundaries per MC 13.04.120
139. The project shall extend the existing 12" public water main within Tank Farm Road approximately 750 feet near the southern part of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
140. The project shall install an 8" public water main within Santa Fe Road approximately 760 feet near the western boundary of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
141. The project shall install an 8" recycled water main within Tank Farm Road approximately 750 feet near the southern part of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.

142. The project shall install an 8" recycled water main within Santa Fe Road approximately 760 feet near the western boundary of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
143. The subdivision map must include a common interest parcel to include all the landscape areas under one parcel if the private irrigation currently crosses parcel boundaries. The blanket easement statement must comply with MC 16.01.010 and 16.10.020.
144. Recycled water shall be used for major construction activities, such as grading and dust control as required under Prohibited Water Uses; Chapter 17.07.070.C of the City's Municipal Code. Recycled water is available through the City's Construction Water Permit program.
145. Projects having landscape areas greater than 500 square feet shall provide a Maximum Applied Water Allowance calculation as required by the Water Efficient Landscape Standards; Chapter 17.87 of the City's Municipal Code.
146. Projects generating more than two cubic yards of total waste shall comply with AB 1826, and local waste management ordinance to reduce greenhouse gas emissions.
147. Commercial and residential refuse services shall be separate unless a letter of agreement between the tenants and a Conditional Exception Application from the City's Development Standards for Solid Waste Services are provided to the City with the building permit submittal.
148. The project will be required to provide a plan for the disposal, storage, and collection of solid waste material for both the residential and commercial components of the project. The development of the plan shall be coordinated with San Luis Garbage Company. The plan must be submitted for approval by the City's Solid Waste Coordinator.
149. Trash enclosure(s) shall conform the requirements by the San Luis Garbage Company and refuse bins shall be sized to provide a reasonable level of service. Separate refuse bins shall be accommodated within the site for the three (3) waste streams, trash, recycling, and organics.
150. Driveways and access routes to all refuse receptacles shall be designed to accommodate the size and weight of the garbage trucks; a written confirmation from the San Luis Garbage Company shall be included in the building permit plans for the proposed project.

Indemnification

151. The applicant shall with counsel selected by the City, defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action or proceeding against the City and/or its agents, officers or employees to attack, set aside, void or annul, the approval by the City of this project, and all actions relating thereto, including but not limited to environmental review, ~~(“Indemnified Claims”)~~ as well as any and all claims arising from or related to the deferral of construction of the Tank Farm/Santa Fe Roundabout or any alleged dangerous condition alleged to have been caused by the approval of this interim alternative project (“Indemnified Claims”). Upon request of the City, applicant shall execute an indemnification agreement in a form provided by the City prior to building permit issuance. The City shall promptly notify the applicant of any Indemnified Claim upon being presented with the Indemnified Claim and the City shall fully cooperate in the defense against an Indemnified Claim.

Notice of Opportunity to Protest

152. Applicant acknowledges and agrees that the project conditions of approval stated herein provide adequate and proper notice pursuant to Government Code 66020 of applicant's right to protest any requirements for fees, dedications, reservations, and other exactions, and that any protest in compliance with Section 66020 must be made within ninety (90) days of the date that notice was given.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2025.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk



DESIGN KEY

NORTH
 SCALES 1" = 80'-0" (12"x18" SHEET)
 1" = 40'-0" (24"x36" SHEET)

- | | | | |
|---|--|---|---|
| ① CLUBHOUSE - SEE ENLARGEMENT SHEET 40 | ⑧ DECORATIVE PERMEABLE PAVERS, TYP. | ⑮ RIGHT-OF-WAY IMPROVEMENTS - NOT A PART | ⑳ EXISTING EUCALYPTUS CANOPY TYP. SEE SHEET A48 FOR TREE INVENTORY & REMOVALS |
| ② MULTI-USE PATH | ⑨ NATURAL PLAY AREA - SEE ENLARGEMENT | ⑯ LONG TERM BIKE PARKING BARN, TYP. (5) SEE SHEET A43 | ㉑ DROUGHT TOLERANT PLANTING SEE SHEET A47 FOR LANDSCAPE PLAN |
| ③ FLEXIBLE USE DECK AT BIORETENTION AREA | ⑩ COMMUNITY PICNIC AREAS | ⑰ 35' ACACIA CREEK SETBACK | ㉒ FENCING - 6' H POOL ㉓ FENCING - 6' H PRIVACY |
| ④ ENTRY NODE AT MULTI-USE PATH WITH SEATING | ⑪ BIORETENTION AREA, TYP. - SEE CIVIL SHEETS | ⑱ RETAINING WALL, TYP. - SEE CIVIL SHEETS & A44 | ㉔ FENCING - 42" H ON WALL - SEE SHEET A44 |
| ⑤ PEDESTRIAN WALKWAY, TYP. | ⑫ EXISTING ROCK OUTCROP | ⑲ FUTURE BIKE/ PEDESTRIAN BRIDGE - NOT A PART | ㉕ EARTH MOUNDS |
| ⑥ COMMUNITY MAILBOXES - SEE ARCH SHEETS | ⑬ PEDESTRIAN CROSSING, TYP. | ⑳ ACACIA CREEK BUFFER | ㉖ PUBLIC ART LOCATION |
| ⑦ SHORT-TERM BIKE PARKING, TYP. (63 MIN.) SEE SHEET A43 | ⑭ LOADING ZONE | ㉑ BICYCLE REPAIR STATION WITH SEATING | ㉗ ENTRY MONUMENT LOCATION - SEE SHEET A43 |
| | ⑮ TRASH ENCLOSURE, TYP. - SEE SHEET A45 | | |



600 TANK FARM
 600 TANK FARM ROAD, SAN LUIS OBISPO, CA 93401

PRELIMINARY SITE PLAN **A35**
 1622-02-RS20 December 21, 2021
 ENTITLEMENTS PACKAGE

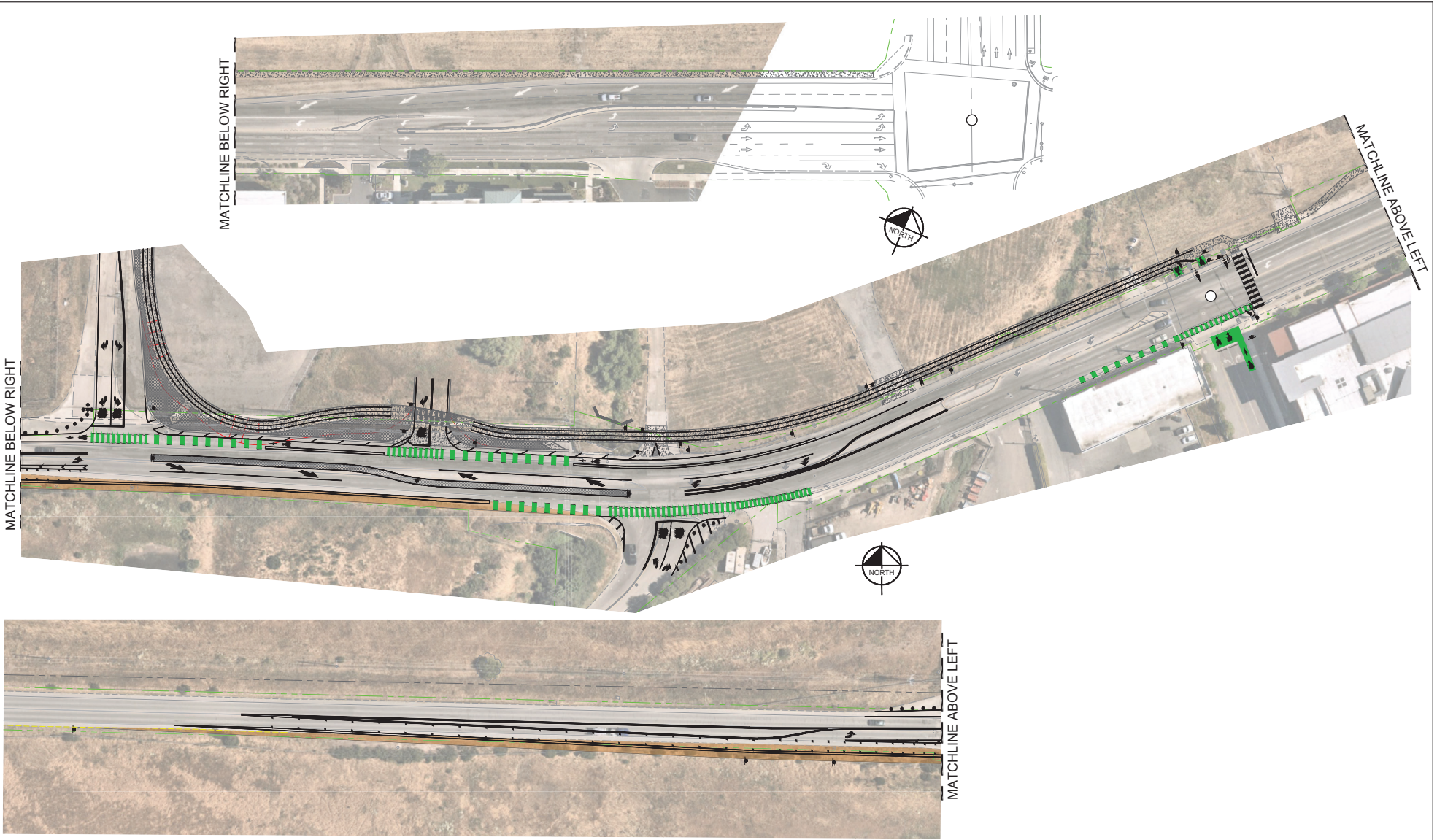
February 2022 Approved Site Plan

February 2022 Approved Roundabout Design

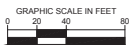
Figure 5 Conceptual Illustration of the Santa Fe Road/Tank Farm Road Roundabout



Plotted By: jh, Job: January 24, 2024, 03:03:30pm, K:\SNOI_TJ\PROJECTS\190010001_Tank Farm Roundabout\DWG\19022024_03_Prel_Covered_Uplines.mxd, User: jh, Plot Device: Uploader with Autodesk
 This document contains confidential information and is intended only for the individual named. If you are not the named individual you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Confidentiality cannot be guaranteed for e-mails sent through the Internet.



- LEGEND**
- ROADWAY WIDENING
 - ROUNDABOUT IMPROVEMENTS NOT CONSTRUCTED
 - EXISTING RIGHT-OF-WAY
 - TS SIGNALIZED INTERSECTION



ENGINEER OF RECORD:
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PREPARED BY:
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 © 2023 KIMLEY-HORN AND ASSOCIATES, INC.
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 PHONE: 619-234-9411

CITY OF SAN LUIS OBISPO
 600 TANK FARM RD
 SAN LUIS OBISPO, CA 93401

SCALE:
 AS SHOWN
 SHEET No.
 - OF -

600 Tank Farm – Modification Application #MOD-0753-2024 – Project Description

Applicant, Covelop, Inc., is making a revision to the currently approved 600 TF Project (ARCH-0405-2021 and SBDV-0407-2021). All aspects of the project remain the same, with the exception of the following changes:

- Applicant no longer proposes construction of a new roundabout at the Tank Farm Road and Santa Fe intersection due to infeasibility of acquiring the necessary ROW from private owners needed to construct the roundabout.
- Replacing the roundabout will be a side-street stop controlled intersection located at the project driveway at Santa Fe Rd. West.
 - Additional traffic calming features proposed with this design include a vehicle speed feedback sign, speed reduction markings, and traffic signs as demonstrated on the attached exhibit labeled “Preferred Alternative”
- Previously approved roundabout had 2 travel lanes in each direction that merged back into existing improvement conditions located west and east of the project
 - New plan includes a left turn lane on Tank Farm Rd into Santa Fe Rd West
 - A 5’ wide raised median located between Santa Fe Rd. West and East
 - A dedicated acceleration/refuge lane for automobiles turning left out of the project driveway from Santa Fe Rd West onto Tank Farm Rd
 - A dedicated acceleration/refuge lane for vehicles turning left from Santa Fe Rd East onto Tank Farm Rd
 - Dedicated left and turn lanes out of Santa Fe Rd. East onto Tank Farm Rd.
- Previously approved roundabout included class IV bike lanes due to assumed additional ROW area acquisition. Revised design includes the following changes to the existing bike lane conditions on Tank Farm Rd
 - Existing 4’ eastbound bike lane would widen to 6’ with a 2’ buffer between the bike lane and road. This widens to 8’ with conflict markings at Santa Fe Rd East before connecting to existing bike lane
 - Existing 6.5’ westbound bike lane would change to a 6’ bike lane with a 2’ buffer between the bike lane and the road. This would increase to an 8’ bike lane with conflict markings at both project driveways (Santa Fe Rd. West and driveway in between Santa Fe Rd. West and East)
- Bike and pedestrian trips would be supported by a Class I connection along the project frontage to the 650 Tank Farm frontage, including the paths, curbing and sidewalk, consistent with the previously approved project.
- All the aforementioned new design elements noted above are located within the footprint of the roundabout that was previously approved.
- Below are elements of the project that have expanded past the currently approved roundabout footprint but are located either within the current ROW or within area applicant is able to improve due to agreement with 650 Tank Farm owner. These aspects of the project should also have already been covered by previous CEQA documentation associated with neighboring project approvals. Previously, it was assumed that neighboring projects would build out ahead of the project, but it is now assumed that the project builds out first.
 - Continuation of Class I 13’ ped/bike path from eastern boundary of 600 Tank Farm property to Mind Body traffic signal

- Path will be an interim improvement until the 650 Tank Farm project eventually builds its frontage improvements
 - Path is outside the existing ROW, but applicant has agreement with 650 Tank Farm owner to complete this aspect of the project
- New 10' wide ped/bike crossing within Tank Farm Rd. at Mind Body signal with ped push button and bike signal
 - Includes new bike conflict markings for crossing bicyclists
- New 6' ped AC sidewalk on north side of Tank Fark Rd, east from Mind Body signal to Broad St. intersection
 - Obtaining additional area from the neighboring project is infeasible at this location
- All these changes would be included in Phase I of the project.

Covelop, Inc.
PO Box 12910
San Luis Obispo, CA 93406

02/07/25

Timothea Tway
Community Development Director
City of San Luis Obispo
600 Palm Street
San Luis Obispo, CA 93401

Re: 600 Tank Farm - Electrical Undergrounding Condition

Hello Timmi,

The above referenced project is entitled as 280 residential units combined with mixed use along the Tank Farm Frontage, consisting of 26 buildings total. It was entitled with a condition to underground electrical utility lines along the frontage in a way that did not yield a net increase in poles. Covelop has since worked with PG&E and their electrical designer to determine the scope of work that is required to comply with that condition of approval. To comply with the condition, PG&E has deemed that there are various improvements required that extend well beyond the project frontage. This Off-Site Undergrounding scope is typically the responsibility of the property owners whose property contains the poles. See Attachment A for the areas of Project Undergrounding and Off-Site Undergrounding. This additional work centers around the undergrounding of one pole at the SE corner of the project site, and if implemented, is infeasible. Due to the scope of work required by PG&E in order to underground this pole, the developer has asked for a modification to the project condition to leave the pole in place/slightly modify the pole location while keeping overhead lines to it.

The purpose of this letter is to provide an outline of:

- The Conditions of Approval for our project relating to Electrical Undergrounding of overhead utility transmission lines, as well as sections of the SLO Airport Area Specific Plan (SLOAASP) that are relevant to the issue.
- Our efforts to comply with the Conditions as well as the roadblock we have encountered.
- Our proposed solution to overcome the issues we've identified.

Conditions Of Approval - COA

Below are the project specific COAs related to undergrounding of overhead utilities.

- COA 75 - All new wire utilities shall be placed underground. The underground placement shall be completed without a net increase in utility poles located within the public right-of-way unless specifically approved to the satisfaction of the Public Works and Community Development Departments.

- COA 76 - The existing overhead wire services and service poles that are located on this parcel and along the Tank Farm Road frontage shall be removed or services placed underground within the limits and standards of the supplying utility companies.

The standards of PG&E as the supplying utility company requires obtaining easements from affected property owners. Please see Attachment B for a copy of the letter requesting easements. We were unable to obtain an easement from one property, owned by United Rentals. This was despite continued effort over a period spanning one year.

Covelop first reached out to the local United Rentals branch in July of 2023, and were referred to the Branch Manager, who put us in contact with the District Manager, Matt Tackett. We then were eventually referred to United Rentals Senior Real Estate & Construction Manager, Phil Brown. After several months, Phil then got us in contact with Associate General Council & Director of Legal Affairs, Allen Roberts, III. After multiple emails with Mr. Roberts outlining the request, our emails and phone calls eventually went unanswered, despite several attempts in August of 2024. All told we have sent more than two dozen emails and similar number of phone calls and voicemails in our attempts to get the easement signed off.

Given that we were not able to obtain the easement, PG&E’s proposed solution involves a total of 800 feet of undergrounding along other property frontages. This would essentially be completing undergrounding for four neighboring properties. All of this work would be their frontage responsibility, to be completed when they develop. Furthermore, the cost of the Off-Site Undergrounding along these frontages amounts to a total of \$1,371,000, which is infeasible and unfair for us to be responsible for. Again, these improvements will be the responsibility of the respective property owners when they choose to develop.

SLOAASP – SLO Airport Area Specific Plan

Below are the sections of the SLOAASP relating to undergrounding of utilities.

- Section 7.7 requires undergrounding of all new service **on-site**. “All new development shall be served on-site with underground power, telephone, and cable communications lines. All new development shall be responsible for undergrounding of existing overhead utility lines along that development’s frontage or constructing underground utility line along new roadways **concurrent with** the construction of **new** roadways.”
- Section 7.8 allows phasing as well as interim solutions. “Development of individual ownership areas may occur as components of the overall infrastructure phasing scheme. To ensure that the later projects build upon systems that are properly located and sized when installed by earlier project, extensions of streets and utility lines will need to be coordinated among owners, the City, and utility companies. **The initial project may need to provide interim utility solutions**, if the permanent systems cannot be made available at the time of development. Such interim systems must be consistent with the planned permanent systems.

Section 7.8 of the SLOAASP allows interim utility solutions. The interim solution we propose is to:

- Leave one utility pole in place in the SE corner of our project, leaving utilities overhead to the East until the properties to the East develop.

- Install underground conduit East of our property, crossing Acacia Creek for ease of future tie in by others.

Conclusions

- We are requesting that one pole is to remain on the SE portion of our property as an interim solution. COA is to be amended to say that the pole in the SE corner of the property is to be left in place or moved slightly while keeping overhead lines to it due to the limits and standards required by PG&E to remove it.
- PG&E's requirement for easements is not obtainable, and the alternate solution is infeasible, therefore we are limited to leaving the pole in place as an interim solution.
- When the four nearby properties develop, the utility undergrounding will be completed as a part of their frontage improvements under a similar COA to comply with the SLOAASP. So the undergrounding will be completed, but by each property owner that bears the responsibility.
- Allowing one pole to remain in the SE corner of our property will still result in a net decrease of two power poles. It will also remove and replace one pole 115 feet beyond our frontage to the West. Please note that seven poles will also be removed as part of the on-site portion of the project.
- We will install conduit to cross Acacia Creek on the culvert extension. This puts in place the infrastructure to permanently underground the entirety of our frontage, in the future. This can be completed when neighboring properties make improvements that require their frontage utilities to be undergrounded.
- Covelop to install a vault and/or other infrastructure on 600 Tank Farm property to facilitate the pole removal without conflicts to our design or the public improvements put in place. The future infrastructure will be designed for future tie-in to be turnkey.
- The remaining pole is considered an interim solution as allowed under Section 7.8. The pole that will remain, will not conflict with any temporary or permanent public improvements that will be built along the project's frontage.

Thank you for your consideration of this matter.

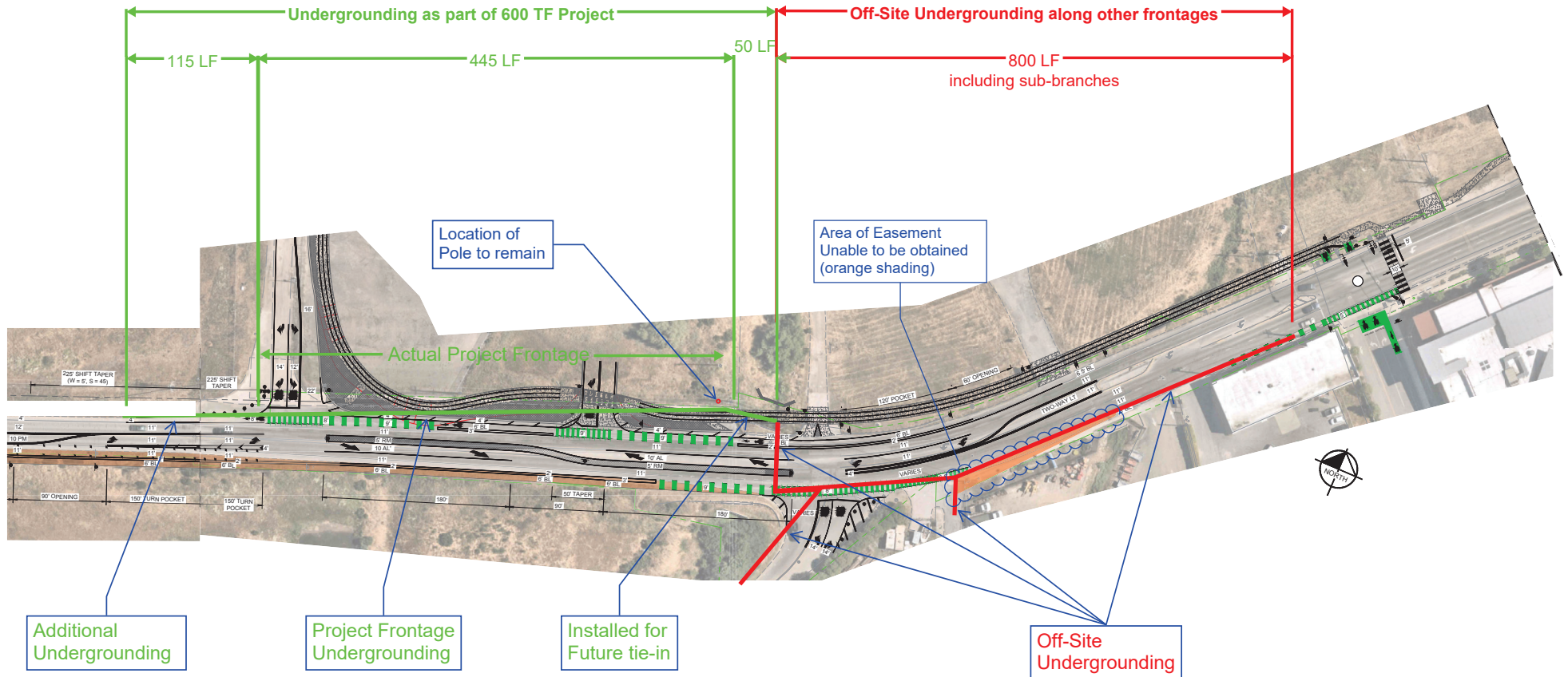
Sincerely,



Pat Arnold
CEO
Covelop, Inc.

Attachment A

600 Tank Farm
Electrical Undergrounding Condition



Total Off-Site Undergrounding - Estimated Cost = \$1,371,000

Legend:

- GREEN - Underground to be installed in project scope
- RED - Off-Site Undergrounding requesting exemption (responsibility of other property owners)

Attachment B



***Pacific Gas and
Electric Company***

WE DELIVER ENERGY.

Land Services Office
4325 S. Higuera St.
San Luis Obispo, CA 93401

August 31, 2023

Mr. Patrick Arnold
PO Box 12910
San Luis Obispo, CA 93406

Dear Mr. Arnold:

You have requested that PG&E provide overhead/underground electric service to your property on Tank Farm. In order to do so it will be necessary to acquire an easements from your neighbors. As the applicant, I am providing the document set to you for coordination of signature execution.

Please print the document out one sided and at actual size. Then have the property owner review the document and if it meets with their approval:

- Sign as indicated on the signature page.
- Have the signature(s) notarized and return the signed document to the address below.

Note:

- Please don't mail back as USPS "Certified Mail".
- Please don't staple pages. Paperclip is preferred.

Pacific Gas & Electric
Attn: Land Department
4325 S. Higuera Street
San Luis Obispo, CA 93401

If you have any questions, please call me at (805) 263-3115 or email me at m22f@pge.com.

Sincerely,

Matt Millhorn

Matt Millhorn
Land Technician

PM 35428966

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2231-12-10039

EASEMENT DEED

UNITED RENTALS NORTHWEST, INC., an Oregon Corporation,

Hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as follows:

(APN 053-422-002)

The parcel of land described in the deed from Donald Earnest Madsen and Donna Ruth Madsen to Grantor dated August 14, 2008 and recorded as Document No. 2008043386, San Luis Obsipo County Records.

The easement area is described as follows:

The strip of land of the uniform width of 15 feet, lying 7.5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. S-3112178 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

UNITED RENTALS NORTHWEST, INC.,
an Oregon Corporation,

By:

Print Name: _____

Title: _____

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Plat No. AZ-138-E02

APN: 053-421-005

Portion of Lot 57
01-RS-92

Tank Farm Road

Parcel C

Approximate Location
cL 15' Utility Easement

Parcel A
Parcel Map CO 74-270
16-PM-49

Santa Fe Road

See Detail

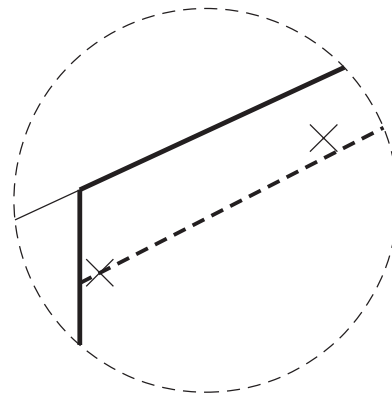
United Rentals Northwest, INC
Doc# 2008043386

APN: 053-422-002

Portion of Lot 59
01-RS-92





APN: 053-422-001

APN: 053-422-003 Parcel B



Detail: N.T.S.

Legend

-  New Pole
-  Easement Delineation
-  Grantor's Property Line
-  Property Line

Unless otherwise shown
all courses extend to or
along all boundaries or lines.

Section 12, NW $\frac{1}{4}$ of NW $\frac{1}{4}$

City, Rancho, Subdivision, Etc.

San Luis Obispo

SCALE

1" = 50'

DATE

08/29/23

SECTION 12	TOWNSHIP 31 S	RANGE 12 E	MERIDIAN MDM	COUNTY: San Luis Obispo	APPLICANT: Covelop Holdings	
REFERENCES: 35428966.dgn				F.B.: N/A	DR.BY: M22F	CH.BY: EDMO
				PG&E	Los Padres DIVISION	35428966 AUTHORIZ
						S-3112178 DRAWING NO.

Utility Distribution Easement (02/2020)

Attach to LD: 2231-12-10039

Area, Region or Location: 4

Land Service Office: San Luis Obispo

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.31.12.12.44,

FERC License Number:

PG&E Drawing Number: S-3112178

Plat No.: AZ-138-E02

LD of Affected Documents:

LD of Cross Referenced Documents:

Type of interest: Electric Underground Easements (4), Utility Easement (86), Electric Pole Line Easements (3)

SBE Parcel:

% Being Quitclaimed:

Order or PM: 35428966

JCN:

County: San Luis Obispo

Utility Notice Number:

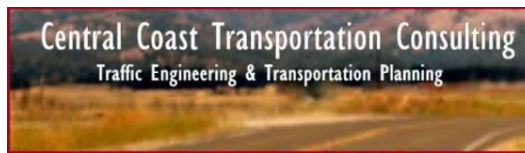
851 Approval Application No: ;Decision:

Prepared By: m22f

Checked By: edm0

Approved By:

Revised by:



MEMORANDUM

Date: February 4, 2025
To: Luke Schwartz, Transportation Manager, City of San Luis Obispo
From: Joe Fernandez and Michelle Matson, CCTC
Subject: 600 Tank Farm Road – Access Evaluation

CCTC prepared a Transportation Impact Study (TIS) for the 600 Tank Farm Road project in March 2021. The applicant proposes an interim configuration (**Attachment A**) with the following features:

- A new full access side-street-stop controlled intersection is proposed at one of the project driveways (Tank Farm Road/Santa Fe Road West) and an additional right-in, right-out only driveway is proposed on Tank Farm Road between Santa Fe Road West and East.
- A Class I bicycle/pedestrian path is proposed on the north side of Tank Farm Road from Santa Fe Road West to MindBody.
- A temporary sidewalk is proposed on the north side of Tank Farm Road from MindBody to Broad Street.
- The Acacia Creek culvert under Tank Farm Road would be widened and driveway sight distance obstructions removed.
- The Tank Farm Road/MindBody intersection would be modified to provide a crosswalk on the east leg with pedestrian crossing indications and a bike signal and bike box to facilitate crossing Tank Farm Road to connect to the new Class I path.
- Center acceleration lanes serving Santa Fe Road West and East to facilitate outbound left turns by allowing the turns to occur in two stages.
- Speed feedback signs and other advance warning features to improve driver awareness of the new intersection bicycle and pedestrian conflicts.

No on-site land use changes are proposed, and the Santa Fe Road West project frontage would not change from the previous approvals. The proposed interim configuration changes the lane configurations on multiple approaches when compared to the previously proposed roundabout layout. This memorandum evaluates if the proposed changes would substantially change the findings and requirements identified in the prior TIS.

SUMMARY AND RECOMMENDATIONS

The proposed interim side-street-stop control at Tank Farm Road/Santa Fe Road West (#3) would provide acceptable automobile operations under Existing, Near Term, and Cumulative conditions with the addition of project traffic. Side-street-stop control does not support pedestrian and cyclist crossings of Tank Farm Road at this location and is inconsistent with the prior recommendations to construct a roundabout. However, there are no destinations immediately across Tank Farm Road from the project, the roundabout is not needed to accommodate vehicular volumes without the Prado Road extension, and interim access is proposed which provides acceptable vehicular operations and pedestrian and cyclist connectivity to the east.

The proposed intersection control and CCTC's recommendations are shown in **Attachment A**. The roundabout is recommended as a future improvement and will be necessary to accommodate traffic levels when

(805) 316-0101

895 Napa Avenue, Suite A-6, Morro Bay, CA 93442

Santa Fe Road is extended to Prado Road. We recommend that the project be conditioned to make fair share contributions towards the roundabout and that frontage designs accommodate the facilities planned in the Active Transportation Plan and Circulation Element.

BACKGROUND

The 2021 TIS identified nine local transportation deficiencies and recommended improvements to address them. Five of these deficiencies, described in **Table 4**, were associated with the project frontage or site design, and would be affected by the currently proposed access changes.

The 2021 TIS identified deficiencies related to automobile, pedestrian, and bike level of service (LOS) associated with side-street-stop control at the project driveway (Santa Fe Road West) which would be addressed by construction of a roundabout. Section 0.2.1 of the 2021 TIS noted that stop control at this intersection would not address pedestrian connectivity deficiencies and was not recommended as an interim measure. This recommendation was due to high levels of side-street vehicular delay due to a single southbound approach lane, and poor bicycle and pedestrian LOS due to an uncontrolled crossing. The revised interim design addresses these concerns by providing median left-turn acceleration lanes, dual southbound approach lanes, and pedestrian and bicycle connections to the east with a protected crossing at the Mindbody signal.

POLICY CONSISTENCY

Tank Farm Road is classified as a regional route/parkway arterial in the City's Circulation Element, a street type described as *arterial routes with landscaped medians where the number of cross-streets is limited and direct access from fronting properties is discouraged*. Santa Fe Road West is a proposed commercial collector planned to connect to the future Prado Road extension to Broad Street. As currently proposed it would only serve the proposed project until the Santa Fe Road and Prado Road extensions are complete.

Section 3.1.8 of the City's Uniform Design Criteria relates to access management, noting that new driveways should not be allowed within the functional area of adjacent signalized intersections. On 40 mile per hour roadways, the upstream functional area is 420 feet plus 95th percentile queues, and the downstream functional area is 300 feet.

Santa Fe Road West is approximately 465 feet from Santa Fe Road East and the proposed eastern project driveway is approximately 170 feet from Santa Fe Road East. Secondary access to the site is recommended and the eastern driveway is proposed as right-in, right out which limits conflict points and potential interaction with nearby intersections.

The City's General Plan, Airport Area Specific Plan, and Active Transportation Plan (ATP) recommend a future roundabout at the Tank Farm Road/Santa Fe Road West intersection. As modified, the project would not advance that improvement. However, the project would not preclude the roundabout as a future improvement and should be conditioned to pay fair share costs toward the future roundabout and ensure that the site design accommodates the planned roundabout footprint.

The City's ATP also calls for future Class IV bikeways on both sides of Santa Fe Road and Tank Farm Road, with Class I paths on both sides of Tank Farm Road west of Santa Fe Road. The project's Santa Fe Road frontage does not preclude these planned facilities. The Tank Farm Road frontage proposes a Class I path on the north side of Tank Farm Road to the MindBody signal, and Class II bike lanes on Tank Farm Road, which differs from the ATP. The proposed two-way Class I path design may require modifications to the one-way Class IV design already prepared for the adjacent 650 Tank Farm Road development frontage improvements. The City could consider amending the ATP to evaluate a two-way Class I path on the north side of Tank Farm

Road between Santa Fe Road and Broad Street as the ultimate design for this location. This would allow eastbound riders destined north on Broad Street to avoid an extra crossing of Tank Farm Road, or riding on the sidewalk or contra-flow in the westbound bike lane.

The City’s Active Transportation Committee recommends, and the project proposes, an interim Class I shared-use path connecting the project to the MindBody signalized intersection to the east. This will convert to a separate sidewalk and one-way Class IV bike lane in the future consistent with the ATP.

AUTO OPERATIONS ANALYSIS

Existing and Existing Plus Project

The project TIS relied on traffic data collected in 2018 and 2019. Segment-level traffic counts on Tank Farm Road from 2022 are lower than the 2018 data. The 2022 data was used to evaluate conditions at the Santa Fe Road intersections under Existing and Existing Plus Project conditions with side-street-stop control and two-stage gap acceptance as currently proposed. Turning volumes were assumed to remain the same for Santa Fe Road East and Mind Body, through volumes on Tank Farm Road were adjusted to 2022 levels, and no volumes were assumed on the northern intersection legs. The PM peak hour is the critical time period, so the analysis focuses on this time period. **Table 1** shows the auto LOS results under these scenarios. The intersection analysis worksheets are included as **Attachment B**.

Table 1: Existing and Existing Plus Project Auto LOS

Existing and Existing Plus Project Intersection Auto Levels of Service						
Intersection	Peak Hour	Approach	Existing		Existing+Project	
			Delay ¹	LOS	Delay ¹	LOS
3. Tank Farm Road/Santa Fe Road West	PM	SB	<i>Future Intersection</i>		0.5 (20.0)	- (C)
4. Tank Farm Road/Santa Fe Road East	PM	NB	6.0 (54.6)	- (F)	3.3 (29.6)	- (D)
5. Tank Farm Road/MindBody	PM	All	10.6	B	6.7	A

1. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.

Unacceptable operations shown in bold text.

The analysis assumes all project trips would use Tank Farm Road/Santa Fe Road West (#3) and represents the worst-case operations of LOS C if all project trips used a single driveway. The peak hour signal warrant would not be met if all project trips used a single driveway. Note that without a center acceleration lane that enables two-stage gap acceptance, the southbound approach to Santa Fe Road West (#3) would operate at LOS F.

The table also assumes two approach lanes for the northbound approach of Tank Farm Road/Santa Fe Road East (#4) consistent with **Attachment A**. The results show acceptable LOS D or better operations with the existing intersection lane configurations and a center acceleration lane that enables two-stage gap acceptance. This reduces delay at the Tank Farm Road/Santa Fe Road East (#4) intersection compared to the existing condition. The PM peak hour signal warrant is met at Tank Farm Road/Santa Fe Road East (#4) under Existing conditions with and without the project.

The addition of a bicycle signal phase, an eastern pedestrian crosswalk with leading pedestrian intervals (LPI), and northbound no right turn on red would maintain acceptable operations at Tank Farm Road/Mindbody (#5). The delay improves with the project due to the longer cycle length. However, the 95th percentile eastbound and westbound queues on Tank Farm Road would increase to 406 and 692 feet, respectively, under Existing conditions with the project when the bike phase is actuated. These queues would be reduced with a

second westbound through lane on Tank Farm Road, which is expected to occur once the parcels between the project site and Broad Street develop.

Near Term and Near Term Plus Project

Near Term conditions in the 2021 TIS forecast traffic volumes for substantial planned development in the City, a portion of which is now complete. The 2021 TIS Near Term Plus Project scenario assumed the following relevant roadway improvements:

- The Tank Farm Road/Santa Fe Road West (#3) intersection included a second westbound through lane, an eastbound left turn lane, a shared southbound right/left turn lane, and median storage to enable two-stage gap acceptance.
- The Tank Farm Road/Santa Fe Road East (#4) intersection included a second westbound through lane, closure of the north leg, and median storage to enable two-stage gap acceptance.

The 2021 TIS identifies an auto LOS deficiency under Near Term Plus Project PM conditions at Tank Farm Road/Santa Fe Road West (#3) with the above assumptions in place.

The proposed configuration shown in **Attachment A** is different from the prior Near Term lane configurations. **Table 2** shows the auto LOS results under Near Term and Near Term Plus Project conditions. Near Term conditions assume no lane configuration changes from the Existing conditions layout. The intersection analysis worksheets are included as **Attachment B**.

Table 2: Near Term and Near Term Plus Project Auto LOS

Near Term and Near Term Plus Project Intersection Auto Levels of Service						
Intersection	Peak Hour	Side Street Approach	Near Term Delay¹	Near Term LOS	Near Term+Project Delay¹	Near Term+Project LOS
3. Tank Farm Road/Santa Fe Road West	PM	SB	<i>Future Intersection</i>		0.5 (26.4)	- (D)
4. Tank Farm Road/Santa Fe Road East	PM	NB	12.5 (138.8)	- (F)	4.2 (45.1)	- (E)
1. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.						
Unacceptable operations shown in bold text.						

The addition of project traffic and the proposed intersection improvements results in acceptable operations at the Tank Farm Road/Santa Fe Road West (#3) intersection with the provision of median storage. The Tank Farm Road/Santa Fe Road East (#4) intersection is forecast to operate unacceptably both with and without the project, but the delay with the project is reduced due to the provision of median storage.

The peak hour signal warrant would not be met at Tank Farm Road/Santa Fe Road West (#3). The peak hour signal warrant would be met at Tank Farm Road/Santa Fe Road East (#4) under Near Term conditions.

Cumulative and Cumulative Plus Project

Cumulative conditions in the 2021 TIS included many planned network and land use changes expected upon buildout of the City's General Plan. In addition to the Near Term improvements, the following key network changes were assumed that would shift travel patterns in the study area:

- Prado Road extension from Higuera Street to Broad Street with a new intersection south of Capitolio Way.
- A full interchange would be constructed at Prado Road and US 101 along with replacement of the Prado Road Creek Bridge.

- Bullock Lane extension from Orcutt Road to Tank Farm Road.
- Victoria Avenue extension from Woodbridge Street to High Street.
- Orcutt Road widening to four-lanes from the railroad tracks to Johnson Avenue.
- Tank Farm Road widening to four lanes west of 250 Tank Farm Road.
- A multilane roundabout at Tank Farm Road/Santa Fe Road West (#3).
- Santa Fe Road south of Tank Farm Road would be realigned to the west with a new bridge and Santa Fe Road would be extended north of Tank Farm Road to the Prado Road extension.
- A multilane roundabout at Edna Road (SR 227)/Buckley Road.

The multilane roundabout at Tank Farm Road/Santa Fe Road West (#3) operated acceptably in the 2021 TIS under Cumulative conditions with the project with the above assumptions in place.

The timing of the Santa Fe Road realignment and connection to the Prado Road Extension is unknown. **Table 3** shows the auto LOS results under Cumulative and Cumulative Plus Project conditions without the Santa Fe Road improvements. Cumulative no project conditions assume no lane configuration changes from the Existing and Near Term conditions, except a right-in, right-out driveway on the north leg of Tank Farm Road/Santa Fe Road East (#4) based on the recommendations shown on **Attachment A**. The intersection analysis worksheets are included as **Attachment B**.

Table 3: Cumulative and Cumulative Plus Project Auto LOS

Cumulative and Cumulative Plus Project Intersection Auto Levels of Service						
Intersection	Peak Hour	Side Street Approach	Cumulative Delay¹	Cumulative LOS	Cumulative+Project Delay¹	Cumulative+Project LOS
3. Tank Farm Road/Santa Fe Road West	PM	SB	<i>Future Intersection</i>		0.5 (24.6)	- (C)
4. Tank Farm Road/Santa Fe Road East	PM	NB	83.2 (>200)	- (F)	13.0 (96.8)	- (F)
1. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.						
Unacceptable operations shown in bold text.						

The addition of project traffic and the proposed intersection improvements results in acceptable operations at the Tank Farm Road/Santa Fe Road West (#3) intersection with the provision of median storage.

The Tank Farm Road/Santa Fe Road East (#4) intersection is forecast to operate unacceptably both with and without the project, but the delay with the project is reduced due to the provision of median storage. The 95th percentile queues for northbound left and northbound right are 5 and 10 vehicles, respectively, under Cumulative conditions with the project.

The peak hour signal warrant would not be met at Tank Farm Road/Santa Fe Road West (#3). The peak hour signal warrant would be met at Tank Farm Road/Santa Fe Road East (#4) under Cumulative conditions. Note that if Santa Fe Road is extended to Prado Road volumes at this intersection will increase, resulting in unacceptable operations with side-street-stop control. A roundabout or signal would be triggered when Santa Fe Road West is extended to Prado Road and/or when Santa Fe Road East is realigned opposite Santa Fe Road West. The project will be required to pay transportation impact fees which constitute the project's fair share contribution towards the planned roundabout and other area improvements.

PEDESTRIAN AND BICYCLE ANALYSIS

The 2021 TIS reports multiple pedestrian and bicycle deficiencies and recommends improvements to address them. The improvements included a new roundabout at the Tank Farm Road/Santa Fe Road West (#3) to

provide a controlled crossing location as well as connections to the east to enable non-auto access to shopping, jobs, transit, and other residences. However, the roundabout is infeasible at this time.

Table 4 summarizes the local transportation deficiencies that were associated with the project frontage or site design and would be affected by the currently proposed access changes.

Table 4: 2021 TIS Relevant Deficiencies

Selected Local Impacts and Deficiencies				
#	Mode	TIS Deficiencies	TIS Recommended Improvements	2024 Findings
1	Auto Intersection LOS	Tank Farm Rd/Santa Fe Rd West (#3): With side St stop control, the southbound approach operates unacceptably during the PM peak hour under Near Term Plus Project conditions.	Install a roundabout at Tank Farm Rd/Santa Fe Rd West (#3).	Intersection operates at acceptable auto LOS with proposed layout. Roundabout recommended as future improvement.
3	Pedestrian Intersection LOS	Pedestrian intersection LOS deficiencies were reported for Tank Farm Rd at Santa Fe Rd (#3-4) and MindBody (#5).	Install pedestrian signal and crosswalk to cross Tank Farm Rd at the existing Tank Farm Rd/MindBody (#5) signalized intersection (if not yet completed by 650 or 660 Tank Farm Rd developments) and install a roundabout at Tank Farm Rd/Santa Fe Rd West (#3).	Prior deficiencies and recommendations still applicable. Pedestrian and bicycle access is proposed from site to Broad Street with crossing at Tank Farm Rd/MindBody (#5) traffic signal.
4	Pedestrian Segment LOS	Pedestrian segment LOS deficiencies were reported for Tank Farm Rd from project east to Broad St and Tank Farm Rd from new Santa Fe Rd west 4,700' to new collector St.	Provide continuous pedestrian connection between project and Broad St (if frontage improvements not yet completed by 650 and 660 Tank Farm Rd developments). Construct Class I Path west of Santa Fe Rd (if feasible).	Prior deficiencies and recommendations still applicable. Pedestrian and bicycle access is proposed from site to Broad Street with crossing at Tank Farm Rd/MindBody (#5) traffic signal.
5	Bike LTS	The segment of Santa Fe Rd north of Tank Farm Rd would operate at deficient Bicycle LTS 4 if no controlled crossing is provided at the intersection of Tank Farm Rd/Santa Fe Rd West (#3).	Install a roundabout at Tank Farm Rd/Santa Fe Rd West (#3).	Prior deficiencies and recommendations still applicable. Pedestrian and bicycle access is proposed from site to Broad Street with crossing at Tank Farm Rd/MindBody (#5) traffic signal.
7	Auto/Ped/Bike Access	Frontage improvements require adequate geometric transitions.	Construct geometric transitions per Caltrans and/or AASHTO standards.	Prior recommendations still applicable.

The applicant proposes a pedestrian and bicycle connection from the project site to Broad Street on the north side of Tank Farm Road with a signalized crossing at Tank Farm Rd/MindBody (#5) which will address some of the deficiencies. Pedestrian access will be provided to nearby destinations via the Class I path and signalized crossing. While the proposed interim configuration does not provide a protected pedestrian crossing of Tank Farm Road at the project site there are no destinations immediately across from the project, and pedestrian access is provided to other nearby destinations.

Westbound bicycle access would be provided via the Class I path, while eastbound cyclists preferring a controlled crossing (riders could use the left turn lane into the site) would pass the project site, cross at the MindBody signal, and return the project. This additional travel for eastbound cyclists (roughly 2,000 feet) is

contextually insignificant since these riders would have already traveled at least double this distance to reach the site from the nearest destination from the west.

The preferred alternative for intersection control and recommendations are shown in **Attachment A**.

ATTACHMENTS

Attachment A: Preferred Alternative and Recommendations

Attachment B: LOS Worksheets

REFERENCES

City of San Luis Obispo. 2005. Airport Area Specific Plan.

_____. 2017. Circulation Element of the General Plan.

_____. 2020. Engineering Standards and Specifications.

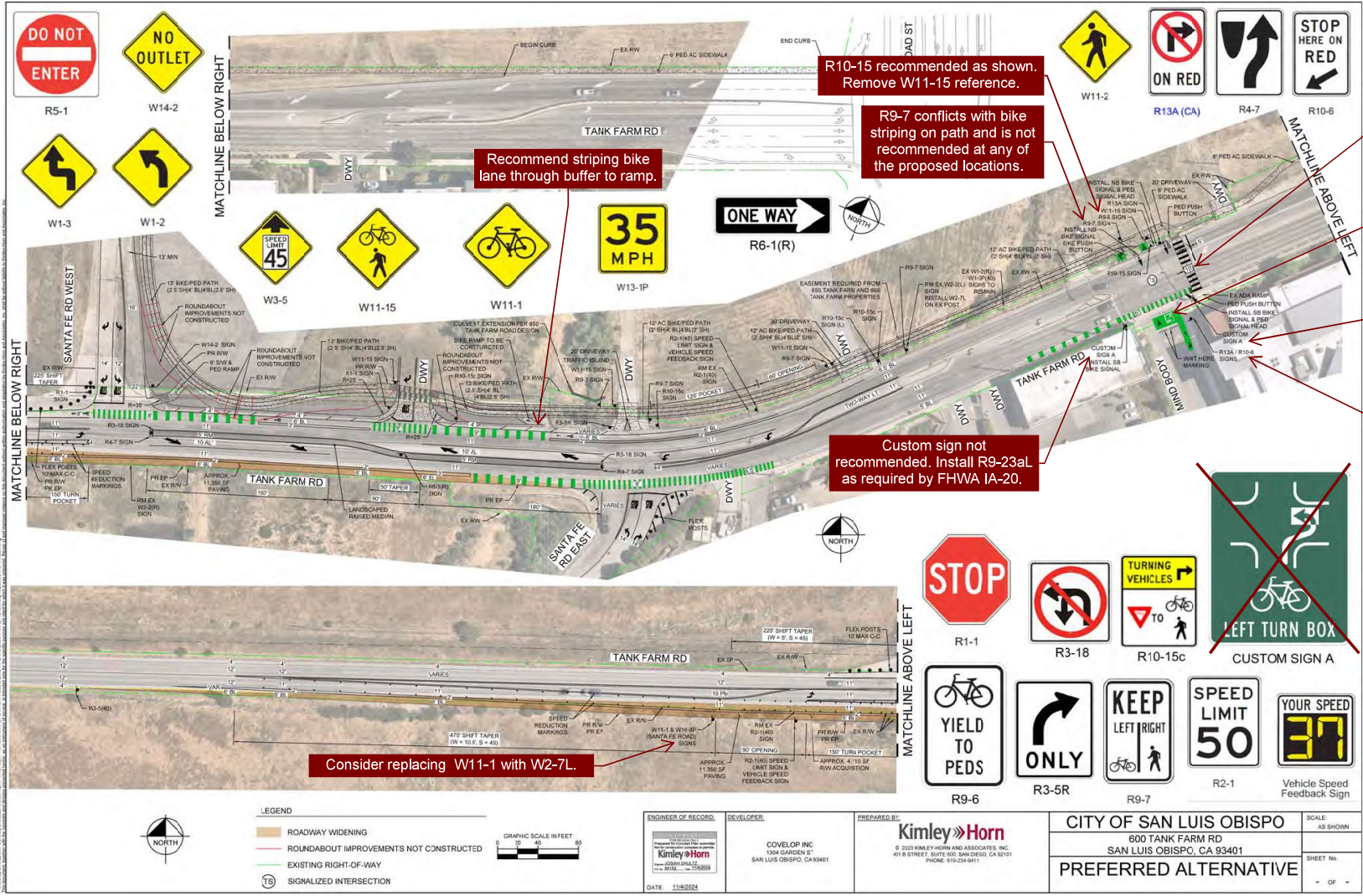
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_____. 2020. Access Management in the Vicinity of Intersections.

Preferred Alternative and Recommendations



January 2025

600 Tank Farm Road, San Luis Obispo



Modified 600 Tank Farm Road Project

Addendum to the Environmental Impact Report

SCH#2020110426

prepared by

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February 2025



RINCON CONSULTANTS, INC. SINCE 1994

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Appendices

Appendix A	Access Evaluation for the Modified 600 Tank Farm Road Project
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1 Introduction

This document has been prepared to serve as an addendum to the previously approved Final Environmental Impact Report (Final EIR) (State Clearinghouse [SCH] #2020110426) for the 600 Tank Farm Road Project. This addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. The City of San Luis Obispo was the lead agency for the adopted 2022 Final EIR and is the lead agency for the environmental review in this addendum.

This addendum addresses the environmental effects of proposed modifications to the original project. Section 15164 of the CEQA Guidelines requires an addendum under the following circumstances:

- If some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred (Section 15164[a])
- If only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred (Section 15164[b])

A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162, supported by substantial evidence, should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record (Section 15164[e]).

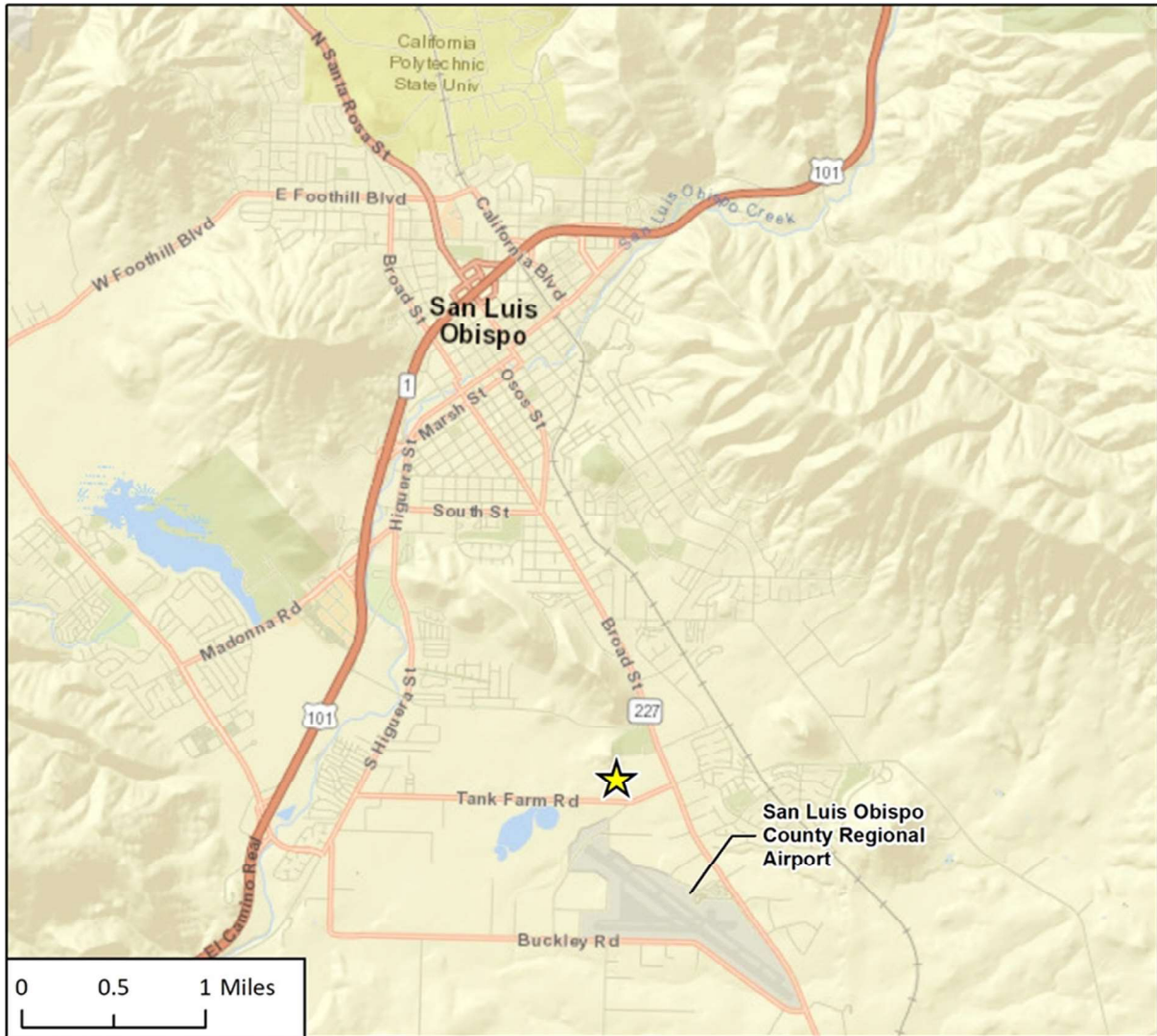
1.1 Background and Purpose of the EIR Addendum

In February 2022, the San Luis Obispo City Council approved a mixed-use development project on an 11.1-acre site at 600 Tank Farm Road (City Council Resolution No. 11304) and certified the 600 Tank Farm Road Project Final EIR (SCH #2020110426). The regional location of the project is shown on Figure 1. The Final EIR is further supported by an accompanying Mitigation Monitoring and Reporting Program (MMRP). Information and technical analyses from the Final EIR are referenced throughout this addendum.

The project involved zoning-level entitlements: General Plan Map Amendment, rezone, Specific Plan Amendment to the Airport Area Specific Plan (AASP), Vesting Common Interest Tentative Parcel Map, architectural review for a mixed use major development review project, reimbursement agreement, and environmental clearance and permitting for off-site improvements.¹ The entitlements allow for up to 12,500 sf of non-residential space and 280 residential units on the 11.7-acre site. In addition, the project was required to provide transportation improvements to Tank Farm Road and Santa Fe Road, including constructing a roundabout at the intersection of Tank Farm Road and Santa Fe Road, widening Tank Farm Road along the project site frontage and constructing associated improvements, constructing a portion of Santa Fe Road, and preparation of 65 percent level plans for the future shared-use pedestrian/bicycle path on Tank Farm Road between Santa Fe Road and Innovation Way. The project site location, including the study area for transportation improvements used in the Final EIR, is shown on Figure 2.

¹ The 600 Tank Farm Road Project Final EIR lists the following entitlements: General Plan Map Amendment, rezone, Specific Plan Amendment to the AASP, Minor Use Permit for a mixed-use project, Conceptual Site Plan, and a Development Agreement. The approved Vesting Common Interest Tentative Parcel Map, architectural review, and reimbursement agreement implement the Minor Use Permit, Conceptual Site Plan, and Development Agreement envisioned in the Final EIR.

Figure 1 Regional Location



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★ Project Location

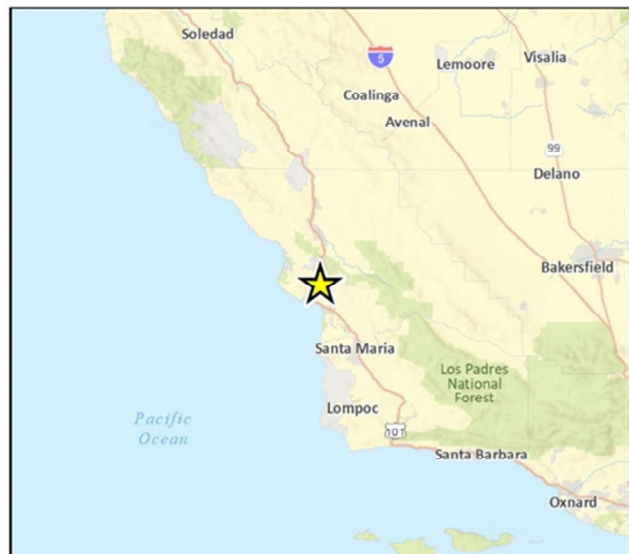
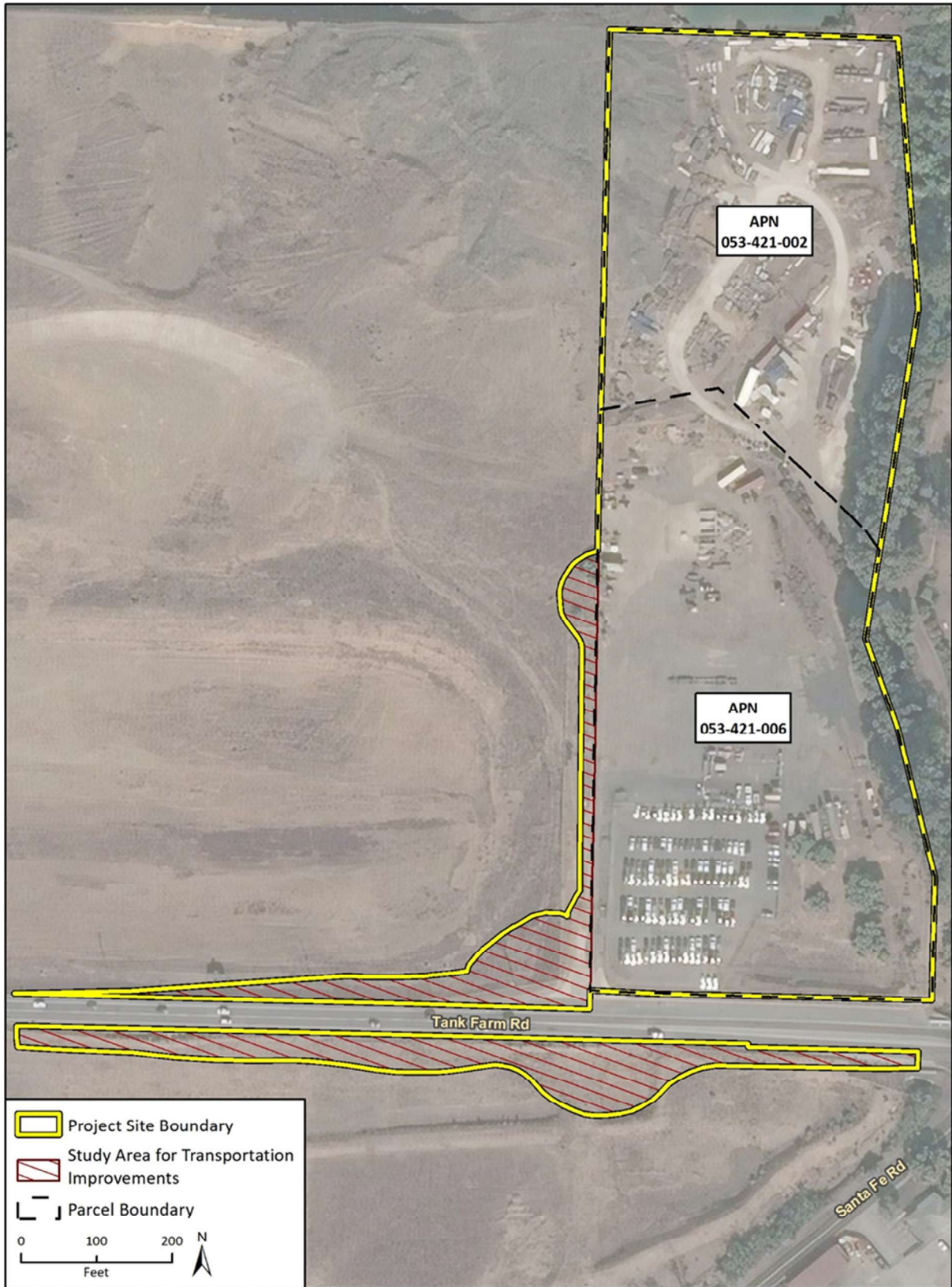


Fig 1 Regional Location

Figure 2 Project Site Location



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Fig 2.2 Project Site Boundary

Under the current approvals, the project applicant, Covelop, Inc. (Covelop), is required to acquire off-site right-of-way for transportation improvements, including those portions on either side of Tank Farm Road currently owned by Union Oil Company of California/Chevron (Union Oil/Chevron). However, since approval of the project, the applicant has been unable to acquire the necessary off-site land from Union Oil/Chevron to build the planned Tank Farm Road/Santa Fe Road roundabout envisioned in the original project evaluated in the Final EIR. Union Oil/Chevron is conducting environmental testing for per- and polyfluoroalkyl substances (PFAS) on the former tank farm property and is not willing to proceed with sale of the full right-of-way needed for the roundabout until that testing is complete, which could take several more years, but the timeline for completing this process is uncertain.

The City has confirmed all reasonable efforts to acquire the land have been made and considers the roundabout infeasible at this time. As a result, the applicant has requested a modification to the project approvals, removing the roundabout as a requirement. The land use plan for the 600 Tank Farm Road Project remains unchanged, and the applicant has proposed interim transportation improvements for City review, detailed below.

This document is an addendum to the previously adopted Final EIR and has been prepared by the City of San Luis Obispo to evaluate the potential environmental impacts of the modified project relative to the original project. A detailed description of the modified project is provided in Section 2, *Modified Project Description*.

1.2 Basis for the Addendum

When a Final EIR has been adopted and a project is modified or otherwise changed after adoption, additional CEQA review may be necessary. The key considerations in determining the need for the appropriate type of additional CEQA review are outlined in Section 21166 of the Public Resources Code (CEQA) and Sections 15162 and 15164 of the CEQA Guidelines.

Section 15162(a) of the CEQA Guidelines provides that a subsequent EIR is not required unless the following occurs:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Pursuant to Section 15164(b) of the CEQA Guidelines, an addendum to an adopted Final EIR may be prepared by the Lead Agency that prepared the original Final EIR if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 have occurred that require preparation of a subsequent EIR. An addendum should include a brief explanation of the agency's decision not to prepare a subsequent EIR and be supported by substantial evidence in the record as a whole (Section 15164[e]). The addendum to an adopted Final EIR need not be circulated for public review but it may be included in or attached to the adopted Final EIR (Section 15164[c]). The decision-making body must consider the addendum with the Final EIR prior to making a decision on the project (Section 15164[d]).

An addendum to the Final EIR is appropriate to address the modified project because the proposed changes to the approved project do not meet the conditions of Section 15162(a) for preparation of a subsequent EIR. The applicant's proposed interim transportation improvements at the Tank Farm Road/Santa Fe Road intersection would disturb a smaller area than evaluated in the Final EIR. The City of San Luis Obispo has prepared an Access Evaluation for the Modified 600 Tank Farm Road Project (February 2025) which serves as an addendum to the March 2021 Transportation Impact Study (TIS) prepared for the Final EIR. The Access Evaluation for the Modified 600 Tank Farm Road Project recommends the originally proposed roundabout as a future improvement to accommodate traffic levels when Santa Fe Road is extended to Prado Road, and is included as Appendix A to this addendum.

As discussed in detail in Section 3, Impact Analysis, the modified project would not result in new or more severe impacts related to: 1) substantial changes to the original project which requires major revisions to the Final EIR; 2) substantial changes to the circumstances under which the original project are being undertaken which will require major revisions to the Final EIR; or 3) new information of substantial importance showing significant effects not previously examined.

The 2022 Final EIR and this addendum serve as informational documents to inform decision-makers and the public of the potential environmental consequences of approving the project. This addendum neither controls nor determines the ultimate decision for approval of the proposed project, described herein in Section 2, *Modified Project Description*. The information presented in this addendum to the Final EIR will be considered by the City of San Luis Obispo alongside the Final EIR prior to making a decision on the modified project through review of revised entitlements.

2 Modified Project Description

2.1 Modified Project Characteristics

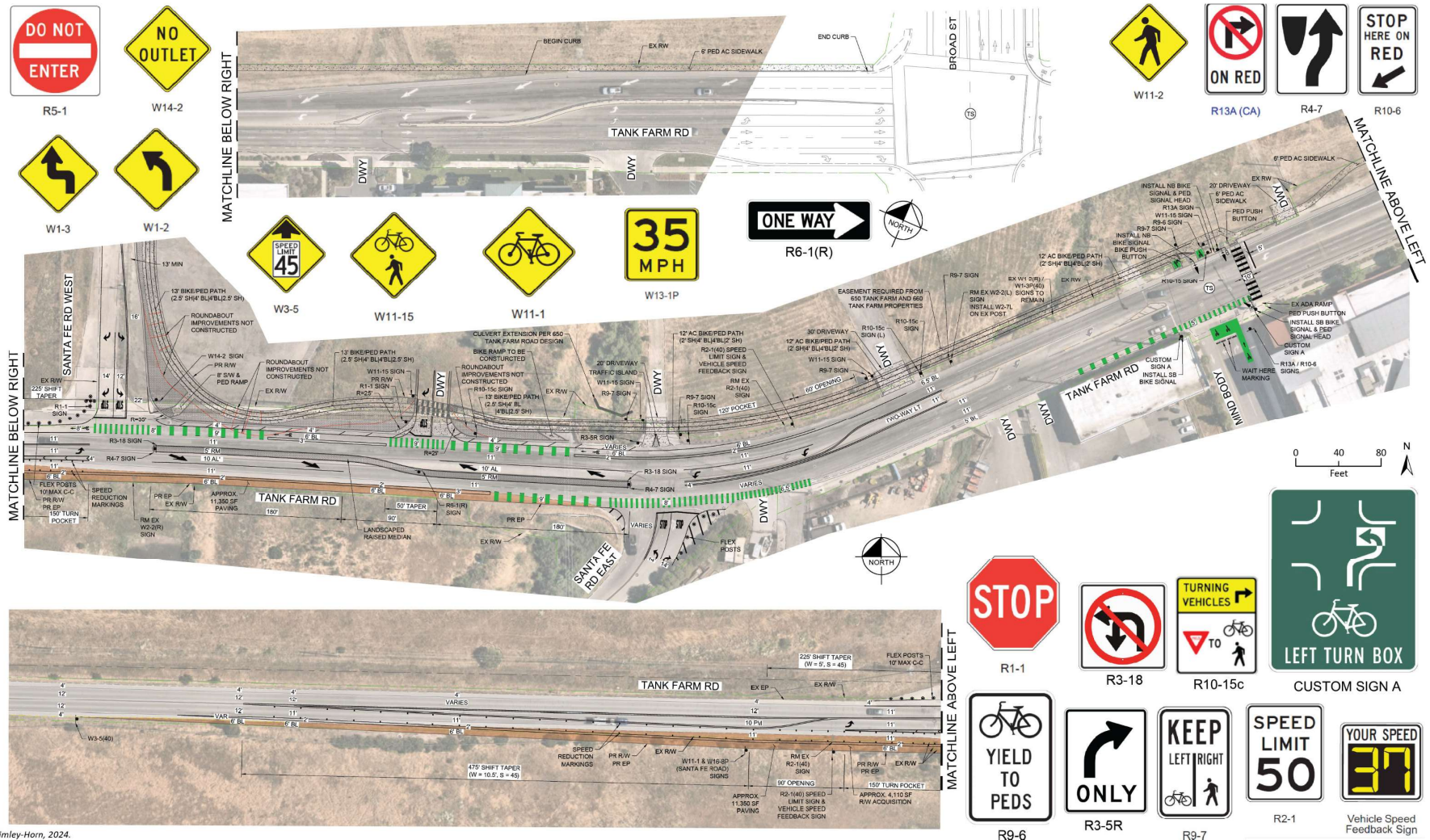
The modified project would eliminate the previously planned roundabout at the intersection of Tank Farm Road and Santa Fe Road, replacing this project component with a modified/interim access design concept that would provide access to the project site without the roundabout until it can be built in the future by the City or other private development. Key features of the interim transportation improvements include:

- Tank Farm Road/Santa Fe Road (West) Intersection: Unsignalized, with stop control on the Santa Fe Road (West) approach.
- Minor Road Widening on Tank Farm Road: Widening to add an eastbound left-turn lane into Santa Fe Road (West) and buffered on-street bike lanes along Tank Farm Road.
- Frontage Improvements:
 - Santa Fe Road (West): Landscaped parkway, lighting, street trees, and an elevated (sidewalk-level) two-way shared-use pedestrian/bicycle on the east side of street only. The shared-use path is to be constructed with permanent materials (concrete) and designed with flexibility to convert to a separate pedestrian sidewalk and one-way northbound protected bike lane in the future by others.
 - Tank Farm Road: Landscaped parkway, lighting, street trees and a two-way shared-use path between Santa Fe (West) and the Mindbody traffic signal. Shared-use path constructed in permanent materials (concrete) along 600 Tank Farm Road frontage, and with temporary (asphalt) east of frontage to Mindbody signal. The shared-use path is to be designed with flexibility to convert to a separate sidewalk and one-way westbound protected bike lane in the future by others. Tank Farm Road improvements also include widening of the existing culvert at Acacia Creek.
- Temporary Sidewalk: Asphalt sidewalk on street-level along the north side of Tank Farm Road from the Mindbody signal to Broad Street with a protective curb separating pedestrians from vehicle traffic.
- Traffic Safety Features: Landscaped center median along Tank Farm Road frontage to prevent illegal left turns, acceleration lanes to improve left-turn access to Tank Farm Road from southbound Santa Fe (West) and northbound Santa Fe (East), radar speed feedback signs, striping and warning signage to encourage safer speeds.
- Signal Modifications: Updates to the Tank Farm Road/Mindbody intersection to add pedestrian and bicycle signals phases and bicycle left turn box to improve Tank Farm Road crossings.

The improvements on Tank Farm Road east of the project site (in the direction of the Tank Farm Road/Mindbody intersection and Broad Street) would occur on two adjacent properties with approved projects: the 650 Tank Farm Road Mixed-Use Project (Mitigated Negative Declaration SCH #2018111054) and the Northwest Corner Broad and Tank Farm Mixed-Use Commercial/Assisted Living Project (Mitigated Negative Declaration SCH #2019049030). The modified project transportation improvements are substantially consistent with the existing entitlements on these properties in the context of their footprints and area of potential disturbance.

The interim transportation improvements design concept is shown in Figure 3.

Figure 3 Interim Transportation Improvements Design Concept



Source: Kimley-Horn, 2024.

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2.2 Retained Original Project Characteristics

The interim transportation improvements would be within the project boundary evaluated in the 2022 Final EIR as well as the entitled 650 Tank Farm Road Mixed-Use Project and Northwest Corner Broad and Tank Farm Mixed-Use Commercial/Assisted Living Project. Because the interim transportation improvements would disturb a smaller area than evaluated in the Final EIR, the modified project would be expected to reduce the overall level of construction activity relative to the assumptions established in the Final EIR.

With the exception of the removed Tank Farm Road/Santa Fe Road roundabout, the modified project would include the same land use characteristics and project components as the original project and adjacent entitled projects east of the original project, and would involve similar construction activities and utility improvements as described for the original project in the Final EIR under Section 1.1, Background and Purpose of the EIR Addendum.

The following approvals required from the City of San Luis Obispo were part of the 2022 original project entitlement, are not subject to expiration, and would continue to apply to the project modification: General Plan Map Amendment, rezone, and AASP Amendment. The project modification applies only to the conditions of approval and transportation improvements associated with the Vesting Common Interest Tentative Parcel Map, major architectural development review, and reimbursement agreement. Prior approval of the 2022 entitlements and approval of the current project modification would allow grading permits, improvement plans, and building permits to be handled by the City as ministerial approvals.

Construction of the interim transportation improvements described herein may require coordination with San Luis Obispo County, including encroachment permits or maintenance agreements.

3 Impact Analysis

As described under Section 1.2, Basis for the Addendum, when a Final EIR has been adopted and a project is modified or otherwise changed after adoption, additional CEQA review may be necessary. In accordance with the CEQA Guidelines, the City of San Luis Obispo has determined that an addendum to the 2022 Final EIR is the appropriate form of environmental review for the proposed project modifications. This examination includes an analysis of the provisions of Section 21166 of CEQA and Sections 15162 to 15164 of the CEQA Guidelines and their applicability to the modified project.

As discussed in the impact analysis that follows, the modified project would not introduce new significant environmental impacts beyond those which have already been identified and characterized in the Final EIR. None of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred or would occur as a result of the modified project. This addendum will be considered by the Planning Commission and City Council in making a decision on the proposed project modification.

Appendix G of the CEQA Guidelines provides a checklist of 20 environmental issue areas that should be assessed in CEQA analyses. To provide a thorough analysis of potential impacts associated with the modified project, this addendum addresses all environmental issue areas described in the CEQA Guidelines.

The key conclusions of the Final EIR are summarized in Section 3.1. Because the existing environmental conditions in the project site and its surroundings remain substantially similar to the environmental conditions described in the Final EIR, the potential environmental effects of the modified project are similar to the original project for many of the environmental issue areas. Therefore, the modified project's potential environmental effects are discussed at the appropriate level of detail in Section 3.2, to determine whether the potential environmental impacts are consistent with the impact analysis provided in the Final EIR, and whether any additional mitigation would be necessary to minimize or avoid potentially significant environmental impacts.

3.1 Final EIR Analysis Summary

The Final EIR identified no substantial evidence that the original project would result in significant impacts to the following issue areas: Aesthetics, Agricultural Resources, Energy, Greenhouse Gas Emissions, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Population/Housing, Public Services, Recreation, Transportation, Utilities and Service Systems, and Wildfire. These environmental topics were all determined to have less than significant impacts.

The Final EIR determined that the original project had the potential to result in environmental impacts to: Air Quality; Biological Resources; Cultural and Tribal Cultural Resources; Geology and Soils; Hazards, Hazardous Materials, and Safety; and Noise, which could be reduced to a less than significant level with implementation of required mitigation. Mitigation Measures required in the Final EIR included:

- **Air Quality.** Mitigation Measures AQ-3(a) and AQ-3(b) require the project developer and contractor(s) to implement valley fever suppression measures during project construction, and comply with the San Luis Obispo Air Pollution Control District's Naturally Occurring Asbestos Air Toxics Control Measure.

- **Biological Resources.** Mitigation Measures BIO-1(a) through BIO-1(k) and BIO-2(a) through BIO-2(e) describe requirements for construction best management practices and worker training, species-specific avoidance and minimization measures, jurisdictional delineation, habitat mitigation and monitoring planning, and associated resource agency coordination.
- **Cultural Resources and Tribal Cultural Resources.** Mitigation Measures CUL-1(a) through (d) and CUL-2(a) outline archaeological monitoring requirements and regulatory standards that would apply in the event of unanticipated discovery of archaeological resources or tribal cultural resources during construction.
- **Geology and Soils.** Mitigation Measures GEO-1(a) through GEO-1(d) describe requirements for paleontological monitoring and regulatory standards that would apply in the event of unanticipated discovery of paleontological resources during construction of the project.
- **Hazards, Hazardous Materials, and Safety.** Mitigation Measures HAZ-1(a) and HAZ-1(b) require contaminated soil assessment and soil management planning if on-site soils exceed environmental screening levels, and regulatory standards that would apply in the event of discovery of contaminated soils during construction activity. Mitigation Measure HAZ-3(a) requires interim pedestrian safety signage along Tank Farm Road. Although not a CEQA mitigation measures, there is also a related condition of approval requiring the developer to advance designs and pay fair share fees toward the future shared-use path installation on Tank Farm Road.
- **Noise.** Mitigation Measures N-1(a) and N-1(b) describe required construction-related noise management practices to reduce temporary noise, and neighboring property owner notification requirements.

The Final EIR determined that implementation of these mitigation measures would reduce all but one of the project's potentially significant environmental impacts, including cumulative impacts, to a less than significant level. The Final EIR concluded that the project would contribute to new pedestrian demand along Tank Farm Road west of the project site, which does not have dedicated pedestrian facilities. The potential increase in pedestrian demand would result in a potential hazard to pedestrians (Impact HAZ-3 in Section 4.6, Hazards, Hazardous Materials, and Safety). As noted above, Mitigation Measure HAZ-3(a) requires installation of interim pedestrian safety signage along Tank Farm Road; however, the increase in pedestrian demand would result in a potential hazard to pedestrians that cannot be eliminated through feasible mitigation. As a result, the Final EIR found Impact HAZ-3 to remain significant and unavoidable, and a statement of overriding considerations was adopted in conjunction with approval of the project.

3.2 Environmental Impact Analysis of the Modified Project

With the exception of the removed Tank Farm Road/Santa Fe Road roundabout and the related modified/interim access design, the modified project described in Section 2, Modified Project Description, would include the same land use characteristics and project components as the original project and would involve similar construction activities and utility improvements as described for the original project in the Final EIR under Section 1.1, Background and Purpose of the EIR Addendum.

Because the interim transportation improvements would disturb a smaller area than evaluated in the Final EIR and would occur within the project boundary evaluated in the previously adopted and certified environmental documentation, the modified project would not change any of the environmental conclusions from the Final EIR, or otherwise result in any new or more substantial construction, project-level, or cumulative impacts related to the following environmental topics:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

All required mitigation measures from the Final EIR would continue to apply to the modified project and would continue to ensure potential environmental impacts would be reduced below the applicable thresholds of significance for those environmental topics. There is no new information indicating that the modified project would have new significant impacts or substantially more severe significant impacts with respect to these environmental topics than were identified in the Final EIR, since the interim transportation improvements at the Tank Farm Road/Santa Fe Road intersection would disturb a smaller area than evaluated in the Final EIR.

The interim transportation improvements would result in different traffic and multimodal circulation characteristics than the original project. In addition, Union Oil/Chevron is conducting environmental testing for PFAS on the former tank farm property, which could take several more years. The Final EIR did not specifically discuss PFAS as a distinct hazardous material separate from the Final EIR's consideration of the potential for project construction activity to encounter hazardous materials in on-site soils. As a result of these key project considerations, the following discussion focuses on the potential impacts of the modified project on Construction Effects; Hazards, Hazardous Materials, and Safety; Transportation; and Cumulative Effects.

Construction Effects

The Final EIR evaluated the potential for construction of the project to result in temporary impacts related to: Air Quality; Biological Resources; Cultural and Tribal Cultural Resources; Geology and Soils; Hazards, Hazardous Materials, and Safety; and Noise, and included required Mitigation Measures (listed above in Section 3.2) that would reduce the project's temporary construction impacts below the applicable thresholds of significance. The interim transportation improvements at the Tank Farm Road/Santa Fe Road intersection would disturb a smaller area than the roundabout envisioned in the original project. As a result, the modified project would require less construction activity than assumed in the Final EIR.

Because the modified project would disturb a smaller area than the original project, would result in less construction activity than assumed in the Final EIR, and would continue to implement all required mitigation measures for temporary impacts from the Final EIR, the modified project would

not have new significant impacts or substantially more severe significant impacts with respect to potential construction effects compared to those disclosed in the Final EIR.

Hazards, Hazardous Materials, and Safety

The Final EIR evaluated the potential for project construction activity to encounter hazardous materials in on-site soils. The Final EIR concluded that the project's potential to create a significant hazard to the public or the environment associated with existing on-site hazardous materials was potentially significant and required mitigation. Mitigation Measures HAZ-1(a) and HAZ-1(b) require contaminated soil assessment and soil management planning if on-site soils exceed environmental screening levels, and regulatory standards that would apply in the event of discovery of contaminated soils during construction activity. The Final EIR determined that implementation of these measures would reduce the potential impact related to hazardous materials in on-site soil during construction of the planned roundabout and frontage improvements along Tank Farm Road and the future alignment of Santa Fe Road to a less than significant level.

Union Oil/Chevron is conducting environmental testing for PFAS on the former tank farm property located west and north of the subject property, which could take several more years. The Final EIR did not specifically discuss PFAS as a distinct hazardous material separate from the Final EIR's consideration of the potential for project construction activity to encounter hazardous materials in on-site soils.

The interim transportation improvements at the Tank Farm Road/Santa Fe Road intersection would disturb a smaller area than the roundabout envisioned in the original project. As a result, removal of the roundabout and replacement with the proposed interim improvements at the Tank Farm Road/Santa Fe Road intersection would reduce the risk of encountering hazardous materials in on-site soil during construction of the project, including PFAS. The contaminated soil assessment and soil management planning required by Mitigation Measures HAZ-1(a) and HAZ-1(b), which would apply in the event on-site soils that exceed environmental screening levels are encountered during project construction would continue to apply. Because these required mitigation actions would also minimize the potential impact associated with PFAS, similar to other hazardous materials with the potential to be present in on-site soils. Therefore, the modified project would not result in new significant impacts or substantially more severe significant impacts associated with PFAS, with respect to the project's potential to create a significant hazard to the public or the environment, either during construction or operation of the project, associated with existing on-site hazardous materials than were identified for the original project in the Final EIR.

The Final EIR also evaluated transportation-related safety hazards and determined that the project would increase pedestrian demand along Tank Farm Road west of the project site in a manner that would result in a potential safety hazard to pedestrians. The Final EIR concluded that the pedestrian safety impact due to a geometric design feature was significant, because Tank Farm Road west of the project site does not have dedicated pedestrian facilities. Mitigation Measure HAZ-3(a) requires the developer to implement interim pedestrian safety signage along Tank Farm Road. However, the Final EIR concluded that Mitigation Measure HAZ-3(a) would reduce, but would not eliminate, the project's contribution toward pedestrian operations and safety impacts along this segment of Tank Farm Road. As a result, this impact was found to remain significant and unavoidable.

As also described in the Final EIR, in addition to Mitigation Measure HAZ-3(a), the original project approval included a Condition of Approval requiring the project applicant to provide preliminary planning and engineering support for a future shared-use pedestrian/bicycle path along Tank Farm Road from Santa Fe Road west to Innovation Way (4,700 feet west of Santa Fe Road), as identified in

the City’s Active Transportation Plan. Design work for the shared-use pedestrian/bicycle has not yet been completed, and the path will not be constructed as part of this project—for this reason, evaluation of the potential environmental effects of such an improvement would be speculative and is not included in the Final EIR or this EIR Addendum (CEQA Guidelines Section 15145). The goal of the Condition of Approval would be to advance planning of the shared-use pedestrian/bicycle path to a point where the City or others can take this on as a capital improvement project in the future, with environmental review of the improvement to occur as part of a separate discretionary approval process. This Condition of Approval is intended to remain applicable with the modified project proposal.

The interim transportation improvements would result in different traffic and multimodal circulation characteristics than the original project. However, removal of the roundabout and replacement with the proposed interim improvements at the Tank Farm Road/Santa Fe Road intersection would not increase potential future land use development in a manner that would increase in pedestrian demand beyond the increase anticipated in the Final EIR, or otherwise hinder potential future opportunities for pedestrian and other multimodal circulating improvements that would connect with the Tank Farm Road/Santa Fe Road intersection. Similarly, the modified project would not hinder implementation of mitigation requiring the developer to provide pedestrian safety signage along Tank Farm Road. Therefore, the modified project would not have new significant impacts or substantially more severe significant impacts with respect to the project’s potential to increase hazards due to a geometric design feature than were identified in the Final EIR.

Transportation

As discussed in the Final EIR, the original project’s transportation improvements are consistent with the City’s Circulation Element, and the original project was projected to decrease overall regional vehicle miles traveled (VMT) as well as regional residential VMT, consistent with the City’s adopted VMT threshold and CEQA Guidelines section 15064.3(b). Overall, the Final EIR concluded that the original project’s potential transportation impacts were less than significant.

The interim transportation improvements associated with the proposed project modification have been evaluated by Central Coast Transportation Consulting (CCTC) in a memorandum dated February 2025 that serves as an addendum to the March 2021 Transportation Impact Study (2021 TIS), which supported the Final EIR evaluation of the project’s potential transportation impacts (Appendix A). This memorandum is referred to herein as the “2025 TIS Addendum.”

An assessment of the modified project’s potential transportation impacts pursuant to CEQA is provided as follows:

WOULD THE PROJECT CONFLICT WITH A PROGRAM, PLAN, ORDINANCE OR POLICY ADDRESSING THE CIRCULATION SYSTEM, INCLUDING TRANSIT, ROADWAY, BICYCLE AND PEDESTRIAN FACILITIES?

Vehicular Circulation

The City of San Luis Obispo General Plan Circulation Element and Airport Area Specific Plan identify installation of roundabout as the ultimate configuration for the Tank Farm Road/Santa Fe Road intersection. The 2021 TIS included preliminary evaluation of potential side-street stop control at this intersection and found that the intersection would operate at a deficient level of service (LOS) per the City’s adopted performance standards under future near-term (5-10 year horizon) and cumulative (20+ year horizon) conditions, and ultimately recommended installation of a roundabout as part of the original project. However, due to practical considerations, the roundabout has been

deemed infeasible at this time, and it will not be constructed as part of the modified project proposal. The modified project proposes a side-street stop-control configuration for the Tank Farm Road/Santa Fe Road (West) intersection with additional operational improvements not previously considered in the 2021 TIS. These refinements include installation of a center median, striping two approach lanes at the Santa Fe (West) approach to Tank Farm Road, and addition of left-turn acceleration lanes to reduce delays for southbound-left turns from Santa Fe (West) and northbound left-turns from Santa Fe (East). With these refinements, the 2025 TIS Addendum concludes that the Tank Farm Road/Santa Fe (West) intersection would operate at acceptable LOS per the City's adopted thresholds with side-street stop-control and without a roundabout for existing, future near-term (5-10 year horizon), and future cumulative (20+ year horizon) conditions with addition of the proposed modifications. Further, addition of the left-turn acceleration lanes would also improve operations at the Tank Farm Road/Santa Fe (East) intersection for existing and future conditions compared to a "no project" scenario.

The 2025 TIS Addendum recommends the originally proposed roundabout as a future improvement to accommodate traffic levels if Santa Fe Road (West) is extended north to Prado Road or Santa Fe Road (East) is realigned to connect opposite Santa Fe (West) – these are planned as future transportation improvements outside of this project, but are not currently funded or in development. The project applicant has already prepared construction plans for the future roundabout, will pay fair share fees towards future construction of the roundabout by others through required payment of Citywide Transportation Impact Fees, and will design the project frontages as to not preclude future construction of the roundabout.

The City's Circulation Element and Airport Area Specific Plan also recommend future roadway widening to accommodate two westbound vehicle lanes on Tank Farm Road within the project vicinity. The modified project frontage improvements include striping a single westbound lane on Tank Farm initially, but have been designed to provide sufficient width to allow for restriping for two westbound lanes on Tank Farm Road in the future, when needed. All other vehicular circulation elements of the modified project remain substantially consistent with the original project proposal, as evaluated in the Final EIR.

Pedestrian and Bicycle Circulation

Pedestrian and bicycle access plans for the modified project remain substantially consistent with the original project proposal and analysis included in the Final EIR. As with the original project, the modified project includes construction of bicycle and pedestrian facilities along the Santa Fe Road and Tank Farm Road project frontages, and a shared-use path connecting through the project site to the adjacent Damon Garcia Park path system. In addition, the modified project includes construction of temporary bicycle and pedestrian facilities connecting east from the project site to the Tank Farm/Mindbody signalized intersection crossing, and temporary pedestrian facilities further east to Broad Street—these temporary facilities are intended to improve interim east-west access until permanent frontage improvements are completed by the previously approved developments to the east (650 Tank Farm and 660 Tank Farm [Northwest Corner]).

The City's Active Transportation Plan identifies ultimate plans for separate pedestrian sidewalks and one-way protected bike lanes along Tank Farm and Santa Fe Roads in the project vicinity. The modified project proposes to construct combined two-way shared-use pedestrian/bicycle facilities along the Santa Fe frontage and along Tank Farm from Santa Fe (West) east to the Tank Farm/Mindbody signal, with traffic signal upgrades to improve pedestrian and bicycle crossings at the Mindbody intersection. The purpose for providing two-way pedestrian/bicycle facilities with the

modified project is to improve east-west bicycle connectivity in the interim until the planned off-street connections through the neighboring developments at 650 and 660 Tank Farm Road are constructed. The two-way shared pedestrian/bicycle facilities proposed with the modified project can be designed to allow for relatively simple conversion to separate sidewalk and one-way protected bike lanes, consistent with the City's Active Transportation Plan, when the neighboring properties are developed in the future.

Overall, pedestrian and bicycle circulation for the modified project remain substantially consistent with the original project proposal, as evaluated in the Final EIR.

Transit Access

Transit access to the modified project remains consistent with the original project proposal and previous analysis in the Final EIR.

For the abovementioned reasons, the modified project would not conflict with applicable transportation plans including the City's Circulation Element, and this impact would remain less than significant.

WOULD THE PROJECT CONFLICT OR BE INCONSISTENT WITH CEQA GUIDELINES SECTION 15064.3, SUBDIVISION (B)?

The 2021 TIS evaluated project-related VMT compared to the City's adopted VMT thresholds and the TIS and Final EIR concluded that the project-generated VMT would be within applicable thresholds. Because, as explained in the 2025 TIS Addendum, the modified project would include the same land use characteristics as the original project and would not increase potential future land use development in a manner that would result in an increase in vehicle trips or characteristics beyond the increase anticipated in the Final EIR, the modified project would not result in a change in estimated VMT, or otherwise conflict with the City's adopted VMT threshold.

WOULD THE PROJECT SUBSTANTIALLY INCREASE HAZARDS DUE TO A GEOMETRIC DESIGN FEATURE OR INCOMPATIBLE USES?

As discussed above, the Final EIR disclosed a significant pedestrian safety impact associated with the project, because the project may add pedestrian demand to Tank Farm Road west of the project site, which does not have dedicated pedestrian facilities. Impact HAZ-3 in the Final EIR describes this impact and Mitigation Measure HAZ-3(a) requires the developer to implement interim pedestrian safety signage along Tank Farm Road. However, the Final EIR concluded that Mitigation Measure HAZ-3(a) would reduce, but would not eliminate, the project's contribution toward pedestrian operations and safety impacts along this segment of Tank Farm Road. As a result, this impact was found to remain significant and unavoidable. This impact would not be exacerbated with the modified project but would remain significant and unavoidable as disclosed in the Final EIR.

WOULD THE PROJECT RESULT IN INADEQUATE EMERGENCY ACCESS?

Emergency access for the modified project would remain substantially consistent with the original project, as evaluated in the Final EIR. The project proposes three driveways: primary access via two full access driveways on Santa Fe Road, and secondary access via a right-in/right-out driveway on Tank Farm Road. An additional emergency vehicle access point would be provided with a new bridge over Acacia Creek connecting the 600 and 650 Tank Farm Road developments, which would allow access for bicycles, pedestrians and emergency vehicles only. This bridge is planned to be

constructed by the 650 Tank Farm Road development. Final plans for construction of the on-site development, and off-site roadway and frontage improvements would be subject to review and approval by the City of San Luis Obispo, and final plans for internal circulation and access would be required to adhere to the policies listed in the City's Engineering Standards, Subdivision Regulations and City Fire Department's Developer's Guide. Internal circulation, including ingress and egress would be required to accommodate emergency vehicles, consistent with applicable Fire Department standards. Since the proposed project would not result in on-site hazards or inadequate emergency access, and final plans for site access and internal circulation would require approval of City staff, including the Fire Department, this impact would remain less than significant with the modified project.

Based on the findings of the 2025 TIS Addendum and above-mentioned information, the modified project would not have new significant impacts or substantially more severe significant impacts with respect to potential transportation impacts compared to those disclosed in the Final EIR.

Cumulative Effects

A project's environmental impacts are "cumulatively considerable" if the "incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects" (*CEQA Guidelines* Section 15065[a][3]). The Final EIR determined that implementation of required Mitigation Measures (listed above in Section 3.2) would reduce all but one of the project's potentially significant environmental impacts, including cumulative impacts, to a less than significant level. As discussed above, the Final EIR identified a significant and unavoidable pedestrian safety impact associated with the project, Impact HAZ-3, resulting from project-added pedestrian demand to Tank Farm Road west of the project site, which does not have dedicated pedestrian facilities. The Final EIR concludes that the project's significant and unavoidable pedestrian safety impact would be site-specific and would not have corresponding cumulative effects.

Because the modified project would disturb a smaller area than evaluated in the Final EIR, would occur within the project boundary evaluated in the previously adopted and certified environmental documentation, and would continue to implement all required mitigation measures for temporary impacts from the Final EIR, the modified project would not change any of the environmental conclusions from the Final EIR, or otherwise result in any new or substantially more severe cumulative impacts compared to those disclosed in the Final EIR.

3.3 Effects and Mitigation Measures

The modified project is consistent with the environmental analysis and conclusions in the certified Final EIR and would not result in new or substantially more severe impacts beyond those identified in the Final EIR. Mitigation measures identified in the Final EIR remain applicable to the modified project, and no new mitigation measures are required to ensure the project's potential environmental impacts would remain less than significant.

4 Conclusion

As discussed in Section 3, Impact Analysis, there are no new or substantially more severe impacts associated with the modified project than those identified and mitigated for in the 2022 Final EIR. Implementation of mitigation measures required in the Final EIR would continue to be required as part of the modified project. With the implementation of required mitigation, the modified project would not result in a new significant environmental effect, or a substantial increase in the severity of previously identified effects. The modified project does not involve any substantial changes that require major revisions to the Final EIR.

This conclusion is consistent with the environmental analysis and conclusions presented in the Final EIR. Therefore, the project is consistent with the requirements of Sections 15162 and 15164 of the CEQA Guidelines, and a subsequent EIR is not required, because no new impacts or impacts of substantially greater severity than previously described would occur as a result of the modified project. Therefore, the following determinations have been made:

- No further evaluation of environmental impacts is required for the modified project;
- No subsequent EIR is necessary per CEQA Guidelines Section 15162; and
- This addendum is the appropriate level of environmental analysis and documentation for the proposed project in accordance with CEQA Guidelines Section 15164.

Pursuant to CEQA Guidelines Section 15164(c), this addendum will be included in the public record for the Final EIR. Documents related to this addendum will be available on the City of San Luis Obispo's website at <https://www.slocity.org/>.

5 List of Preparers

This addendum was prepared by Rincon Consultants, Inc. under contract to the City of San Luis Obispo. Persons and firms involved in data gathering, analysis, project management, and quality control include:

City of San Luis Obispo

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Appendix A

Access Evaluation for the Modified 600 Tank Farm Road Project



MEMORANDUM

Date: February 4, 2025
To: Luke Schwartz, Transportation Manager, City of San Luis Obispo
From: Joe Fernandez and Michelle Matson, CCTC
Subject: 600 Tank Farm Road – Access Evaluation

CCTC prepared a Transportation Impact Study (TIS) for the 600 Tank Farm Road project in March 2021. The applicant proposes an interim configuration (**Attachment A**) with the following features:

- A new full access side-street-stop controlled intersection is proposed at one of the project driveways (Tank Farm Road/Santa Fe Road West) and an additional right-in, right-out only driveway is proposed on Tank Farm Road between Santa Fe Road West and East.
- A Class I bicycle/pedestrian path is proposed on the north side of Tank Farm Road from Santa Fe Road West to MindBody.
- A temporary sidewalk is proposed on the north side of Tank Farm Road from MindBody to Broad Street.
- The Acacia Creek culvert under Tank Farm Road would be widened and driveway sight distance obstructions removed.
- The Tank Farm Road/MindBody intersection would be modified to provide a crosswalk on the east leg with pedestrian crossing indications and a bike signal and bike box to facilitate crossing Tank Farm Road to connect to the new Class I path.
- Center acceleration lanes serving Santa Fe Road West and East to facilitate outbound left turns by allowing the turns to occur in two stages.
- Speed feedback signs and other advance warning features to improve driver awareness of the new intersection bicycle and pedestrian conflicts.

No on-site land use changes are proposed, and the Santa Fe Road West project frontage would not change from the previous approvals. The proposed interim configuration changes the lane configurations on multiple approaches when compared to the previously proposed roundabout layout. This memorandum evaluates if the proposed changes would substantially change the findings and requirements identified in the prior TIS.

SUMMARY AND RECOMMENDATIONS

The proposed interim side-street-stop control at Tank Farm Road/Santa Fe Road West (#3) would provide acceptable automobile operations under Existing, Near Term, and Cumulative conditions with the addition of project traffic. Side-street-stop control does not support pedestrian and cyclist crossings of Tank Farm Road at this location and is inconsistent with the prior recommendations to construct a roundabout. However, there are no destinations immediately across Tank Farm Road from the project, the roundabout is not needed to accommodate vehicular volumes without the Prado Road extension, and interim access is proposed which provides acceptable vehicular operations and pedestrian and cyclist connectivity to the east.

The proposed intersection control and CCTC's recommendations are shown in **Attachment A**. The roundabout is recommended as a future improvement and will be necessary to accommodate traffic levels when

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Santa Fe Road is extended to Prado Road. We recommend that the project be conditioned to make fair share contributions towards the roundabout and that frontage designs accommodate the facilities planned in the Active Transportation Plan and Circulation Element.

BACKGROUND

The 2021 TIS identified nine local transportation deficiencies and recommended improvements to address them. Five of these deficiencies, described in **Table 4**, were associated with the project frontage or site design, and would be affected by the currently proposed access changes.

The 2021 TIS identified deficiencies related to automobile, pedestrian, and bike level of service (LOS) associated with side-street-stop control at the project driveway (Santa Fe Road West) which would be addressed by construction of a roundabout. Section 0.2.1 of the 2021 TIS noted that stop control at this intersection would not address pedestrian connectivity deficiencies and was not recommended as an interim measure. This recommendation was due to high levels of side-street vehicular delay due to a single southbound approach lane, and poor bicycle and pedestrian LOS due to an uncontrolled crossing. The revised interim design addresses these concerns by providing median left-turn acceleration lanes, dual southbound approach lanes, and pedestrian and bicycle connections to the east with a protected crossing at the Mindbody signal.

POLICY CONSISTENCY

Tank Farm Road is classified as a regional route/parkway arterial in the City's Circulation Element, a street type described as *arterial routes with landscaped medians where the number of cross-streets is limited and direct access from fronting properties is discouraged*. Santa Fe Road West is a proposed commercial collector planned to connect to the future Prado Road extension to Broad Street. As currently proposed it would only serve the proposed project until the Santa Fe Road and Prado Road extensions are complete.

Section 3.1.8 of the City's Uniform Design Criteria relates to access management, noting that new driveways should not be allowed within the functional area of adjacent signalized intersections. On 40 mile per hour roadways, the upstream functional area is 420 feet plus 95th percentile queues, and the downstream functional area is 300 feet.

Santa Fe Road West is approximately 465 feet from Santa Fe Road East and the proposed eastern project driveway is approximately 170 feet from Santa Fe Road East. Secondary access to the site is recommended and the eastern driveway is proposed as right-in, right out which limits conflict points and potential interaction with nearby intersections.

The City's General Plan, Airport Area Specific Plan, and Active Transportation Plan (ATP) recommend a future roundabout at the Tank Farm Road/Santa Fe Road West intersection. As modified, the project would not advance that improvement. However, the project would not preclude the roundabout as a future improvement and should be conditioned to pay fair share costs toward the future roundabout and ensure that the site design accommodates the planned roundabout footprint.

The City's ATP also calls for future Class IV bikeways on both sides of Santa Fe Road and Tank Farm Road, with Class I paths on both sides of Tank Farm Road west of Santa Fe Road. The project's Santa Fe Road frontage does not preclude these planned facilities. The Tank Farm Road frontage proposes a Class I path on the north side of Tank Farm Road to the MindBody signal, and Class II bike lanes on Tank Farm Road, which differs from the ATP. The proposed two-way Class I path design may require modifications to the one-way Class IV design already prepared for the adjacent 650 Tank Farm Road development frontage improvements. The City could consider amending the ATP to evaluate a two-way Class I path on the north side of Tank Farm

Road between Santa Fe Road and Broad Street as the ultimate design for this location. This would allow eastbound riders destined north on Broad Street to avoid an extra crossing of Tank Farm Road, or riding on the sidewalk or contra-flow in the westbound bike lane.

The City’s Active Transportation Committee recommends, and the project proposes, an interim Class I shared-use path connecting the project to the MindBody signalized intersection to the east. This will convert to a separate sidewalk and one-way Class IV bike lane in the future consistent with the ATP.

AUTO OPERATIONS ANALYSIS

Existing and Existing Plus Project

The project TIS relied on traffic data collected in 2018 and 2019. Segment-level traffic counts on Tank Farm Road from 2022 are lower than the 2018 data. The 2022 data was used to evaluate conditions at the Santa Fe Road intersections under Existing and Existing Plus Project conditions with side-street-stop control and two-stage gap acceptance as currently proposed. Turning volumes were assumed to remain the same for Santa Fe Road East and Mind Body, through volumes on Tank Farm Road were adjusted to 2022 levels, and no volumes were assumed on the northern intersection legs. The PM peak hour is the critical time period, so the analysis focuses on this time period. **Table 1** shows the auto LOS results under these scenarios. The intersection analysis worksheets are included as **Attachment B**.

Table 1: Existing and Existing Plus Project Auto LOS

Existing and Existing Plus Project Intersection Auto Levels of Service						
Intersection	Peak Hour	Approach	Existing		Existing+Project	
			Delay ¹	LOS	Delay ¹	LOS
3. Tank Farm Road/Santa Fe Road West	PM	SB	<i>Future Intersection</i>		0.5 (20.0)	- (C)
4. Tank Farm Road/Santa Fe Road East	PM	NB	6.0 (54.6)	- (F)	3.3 (29.6)	- (D)
5. Tank Farm Road/MindBody	PM	All	10.6	B	6.7	A

1. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.

Unacceptable operations shown in bold text.

The analysis assumes all project trips would use Tank Farm Road/Santa Fe Road West (#3) and represents the worst-case operations of LOS C if all project trips used a single driveway. The peak hour signal warrant would not be met if all project trips used a single driveway. Note that without a center acceleration lane that enables two-stage gap acceptance, the southbound approach to Santa Fe Road West (#3) would operate at LOS F.

The table also assumes two approach lanes for the northbound approach of Tank Farm Road/Santa Fe Road East (#4) consistent with **Attachment A**. The results show acceptable LOS D or better operations with the existing intersection lane configurations and a center acceleration lane that enables two-stage gap acceptance. This reduces delay at the Tank Farm Road/Santa Fe Road East (#4) intersection compared to the existing condition. The PM peak hour signal warrant is met at Tank Farm Road/Santa Fe Road East (#4) under Existing conditions with and without the project.

The addition of a bicycle signal phase, an eastern pedestrian crosswalk with leading pedestrian intervals (LPI), and northbound no right turn on red would maintain acceptable operations at Tank Farm Road/Mindbody (#5). The delay improves with the project due to the longer cycle length. However, the 95th percentile eastbound and westbound queues on Tank Farm Road would increase to 406 and 692 feet, respectively, under Existing conditions with the project when the bike phase is actuated. These queues would be reduced with a

second westbound through lane on Tank Farm Road, which is expected to occur once the parcels between the project site and Broad Street develop.

Near Term and Near Term Plus Project

Near Term conditions in the 2021 TIS forecast traffic volumes for substantial planned development in the City, a portion of which is now complete. The 2021 TIS Near Term Plus Project scenario assumed the following relevant roadway improvements:

- The Tank Farm Road/Santa Fe Road West (#3) intersection included a second westbound through lane, an eastbound left turn lane, a shared southbound right/left turn lane, and median storage to enable two-stage gap acceptance.
- The Tank Farm Road/Santa Fe Road East (#4) intersection included a second westbound through lane, closure of the north leg, and median storage to enable two-stage gap acceptance.

The 2021 TIS identifies an auto LOS deficiency under Near Term Plus Project PM conditions at Tank Farm Road/Santa Fe Road West (#3) with the above assumptions in place.

The proposed configuration shown in **Attachment A** is different from the prior Near Term lane configurations. **Table 2** shows the auto LOS results under Near Term and Near Term Plus Project conditions. Near Term conditions assume no lane configuration changes from the Existing conditions layout. The intersection analysis worksheets are included as **Attachment B**.

Table 2: Near Term and Near Term Plus Project Auto LOS

Near Term and Near Term Plus Project Intersection Auto Levels of Service						
Intersection	Peak Hour	Side Street Approach	Near Term Delay¹	Near Term LOS	Near Term+Project Delay¹	Near Term+Project LOS
3. Tank Farm Road/Santa Fe Road West	PM	SB	<i>Future Intersection</i>		0.5 (26.4)	- (D)
4. Tank Farm Road/Santa Fe Road East	PM	NB	12.5 (138.8)	- (F)	4.2 (45.1)	- (E)
1. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.						
Unacceptable operations shown in bold text.						

The addition of project traffic and the proposed intersection improvements results in acceptable operations at the Tank Farm Road/Santa Fe Road West (#3) intersection with the provision of median storage. The Tank Farm Road/Santa Fe Road East (#4) intersection is forecast to operate unacceptably both with and without the project, but the delay with the project is reduced due to the provision of median storage.

The peak hour signal warrant would not be met at Tank Farm Road/Santa Fe Road West (#3). The peak hour signal warrant would be met at Tank Farm Road/Santa Fe Road East (#4) under Near Term conditions.

Cumulative and Cumulative Plus Project

Cumulative conditions in the 2021 TIS included many planned network and land use changes expected upon buildout of the City's General Plan. In addition to the Near Term improvements, the following key network changes were assumed that would shift travel patterns in the study area:

- Prado Road extension from Higuera Street to Broad Street with a new intersection south of Capitolio Way.
- A full interchange would be constructed at Prado Road and US 101 along with replacement of the Prado Road Creek Bridge.

- Bullock Lane extension from Orcutt Road to Tank Farm Road.
- Victoria Avenue extension from Woodbridge Street to High Street.
- Orcutt Road widening to four-lanes from the railroad tracks to Johnson Avenue.
- Tank Farm Road widening to four lanes west of 250 Tank Farm Road.
- A multilane roundabout at Tank Farm Road/Santa Fe Road West (#3).
- Santa Fe Road south of Tank Farm Road would be realigned to the west with a new bridge and Santa Fe Road would be extended north of Tank Farm Road to the Prado Road extension.
- A multilane roundabout at Edna Road (SR 227)/Buckley Road.

The multilane roundabout at Tank Farm Road/Santa Fe Road West (#3) operated acceptably in the 2021 TIS under Cumulative conditions with the project with the above assumptions in place.

The timing of the Santa Fe Road realignment and connection to the Prado Road Extension is unknown. **Table 3** shows the auto LOS results under Cumulative and Cumulative Plus Project conditions without the Santa Fe Road improvements. Cumulative no project conditions assume no lane configuration changes from the Existing and Near Term conditions, except a right-in, right-out driveway on the north leg of Tank Farm Road/Santa Fe Road East (#4) based on the recommendations shown on **Attachment A**. The intersection analysis worksheets are included as **Attachment B**.

Table 3: Cumulative and Cumulative Plus Project Auto LOS

Cumulative and Cumulative Plus Project Intersection Auto Levels of Service						
Intersection	Peak Hour	Side Street Approach	Cumulative Delay¹	Cumulative LOS	Cumulative+Project Delay¹	Cumulative+Project LOS
3. Tank Farm Road/Santa Fe Road West	PM	SB	<i>Future Intersection</i>		0.5 (24.6)	- (C)
4. Tank Farm Road/Santa Fe Road East	PM	NB	83.2 (>200)	- (F)	13.0 (96.8)	- (F)
1. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.						
Unacceptable operations shown in bold text.						

The addition of project traffic and the proposed intersection improvements results in acceptable operations at the Tank Farm Road/Santa Fe Road West (#3) intersection with the provision of median storage.

The Tank Farm Road/Santa Fe Road East (#4) intersection is forecast to operate unacceptably both with and without the project, but the delay with the project is reduced due to the provision of median storage. The 95th percentile queues for northbound left and northbound right are 5 and 10 vehicles, respectively, under Cumulative conditions with the project.

The peak hour signal warrant would not be met at Tank Farm Road/Santa Fe Road West (#3). The peak hour signal warrant would be met at Tank Farm Road/Santa Fe Road East (#4) under Cumulative conditions. Note that if Santa Fe Road is extended to Prado Road volumes at this intersection will increase, resulting in unacceptable operations with side-street-stop control. A roundabout or signal would be triggered when Santa Fe Road West is extended to Prado Road and/or when Santa Fe Road East is realigned opposite Santa Fe Road West. The project will be required to pay transportation impact fees which constitute the project's fair share contribution towards the planned roundabout and other area improvements.

PEDESTRIAN AND BICYCLE ANALYSIS

The 2021 TIS reports multiple pedestrian and bicycle deficiencies and recommends improvements to address them. The improvements included a new roundabout at the Tank Farm Road/Santa Fe Road West (#3) to

provide a controlled crossing location as well as connections to the east to enable non-auto access to shopping, jobs, transit, and other residences. However, the roundabout is infeasible at this time.

Table 4 summarizes the local transportation deficiencies that were associated with the project frontage or site design and would be affected by the currently proposed access changes.

Table 4: 2021 TIS Relevant Deficiencies

Selected Local Impacts and Deficiencies				
#	Mode	TIS Deficiencies	TIS Recommended Improvements	2024 Findings
1	Auto Intersection LOS	Tank Farm Rd/Santa Fe Rd West (#3): With side St stop control, the southbound approach operates unacceptably during the PM peak hour under Near Term Plus Project conditions.	Install a roundabout at Tank Farm Rd/Santa Fe Rd West (#3).	Intersection operates at acceptable auto LOS with proposed layout. Roundabout recommended as future improvement.
3	Pedestrian Intersection LOS	Pedestrian intersection LOS deficiencies were reported for Tank Farm Rd at Santa Fe Rd (#3-4) and MindBody (#5).	Install pedestrian signal and crosswalk to cross Tank Farm Rd at the existing Tank Farm Rd/MindBody (#5) signalized intersection (if not yet completed by 650 or 660 Tank Farm Rd developments) and install a roundabout at Tank Farm Rd/Santa Fe Rd West (#3).	Prior deficiencies and recommendations still applicable. Pedestrian and bicycle access is proposed from site to Broad Street with crossing at Tank Farm Rd/MindBody (#5) traffic signal.
4	Pedestrian Segment LOS	Pedestrian segment LOS deficiencies were reported for Tank Farm Rd from project east to Broad St and Tank Farm Rd from new Santa Fe Rd west 4,700' to new collector St.	Provide continuous pedestrian connection between project and Broad St (if frontage improvements not yet completed by 650 and 660 Tank Farm Rd developments). Construct Class I Path west of Santa Fe Rd (if feasible).	Prior deficiencies and recommendations still applicable. Pedestrian and bicycle access is proposed from site to Broad Street with crossing at Tank Farm Rd/MindBody (#5) traffic signal.
5	Bike LTS	The segment of Santa Fe Rd north of Tank Farm Rd would operate at deficient Bicycle LTS 4 if no controlled crossing is provided at the intersection of Tank Farm Rd/Santa Fe Rd West (#3).	Install a roundabout at Tank Farm Rd/Santa Fe Rd West (#3).	Prior deficiencies and recommendations still applicable. Pedestrian and bicycle access is proposed from site to Broad Street with crossing at Tank Farm Rd/MindBody (#5) traffic signal.
7	Auto/Ped/Bike Access	Frontage improvements require adequate geometric transitions.	Construct geometric transitions per Caltrans and/or AASHTO standards.	Prior recommendations still applicable.

The applicant proposes a pedestrian and bicycle connection from the project site to Broad Street on the north side of Tank Farm Road with a signalized crossing at Tank Farm Rd/MindBody (#5) which will address some of the deficiencies. Pedestrian access will be provided to nearby destinations via the Class I path and signalized crossing. While the proposed interim configuration does not provide a protected pedestrian crossing of Tank Farm Road at the project site there are no destinations immediately across from the project, and pedestrian access is provided to other nearby destinations.

Westbound bicycle access would be provided via the Class I path, while eastbound cyclists preferring a controlled crossing (riders could use the left turn lane into the site) would pass the project site, cross at the MindBody signal, and return the project. This additional travel for eastbound cyclists (roughly 2,000 feet) is

contextually insignificant since these riders would have already traveled at least double this distance to reach the site from the nearest destination from the west.

The preferred alternative for intersection control and recommendations are shown in **Attachment A**.

ATTACHMENTS

Attachment A: Preferred Alternative and Recommendations

Attachment B: LOS Worksheets

REFERENCES

City of San Luis Obispo. 2005. Airport Area Specific Plan.

_____. 2017. Circulation Element of the General Plan.

_____. 2020. Engineering Standards and Specifications.

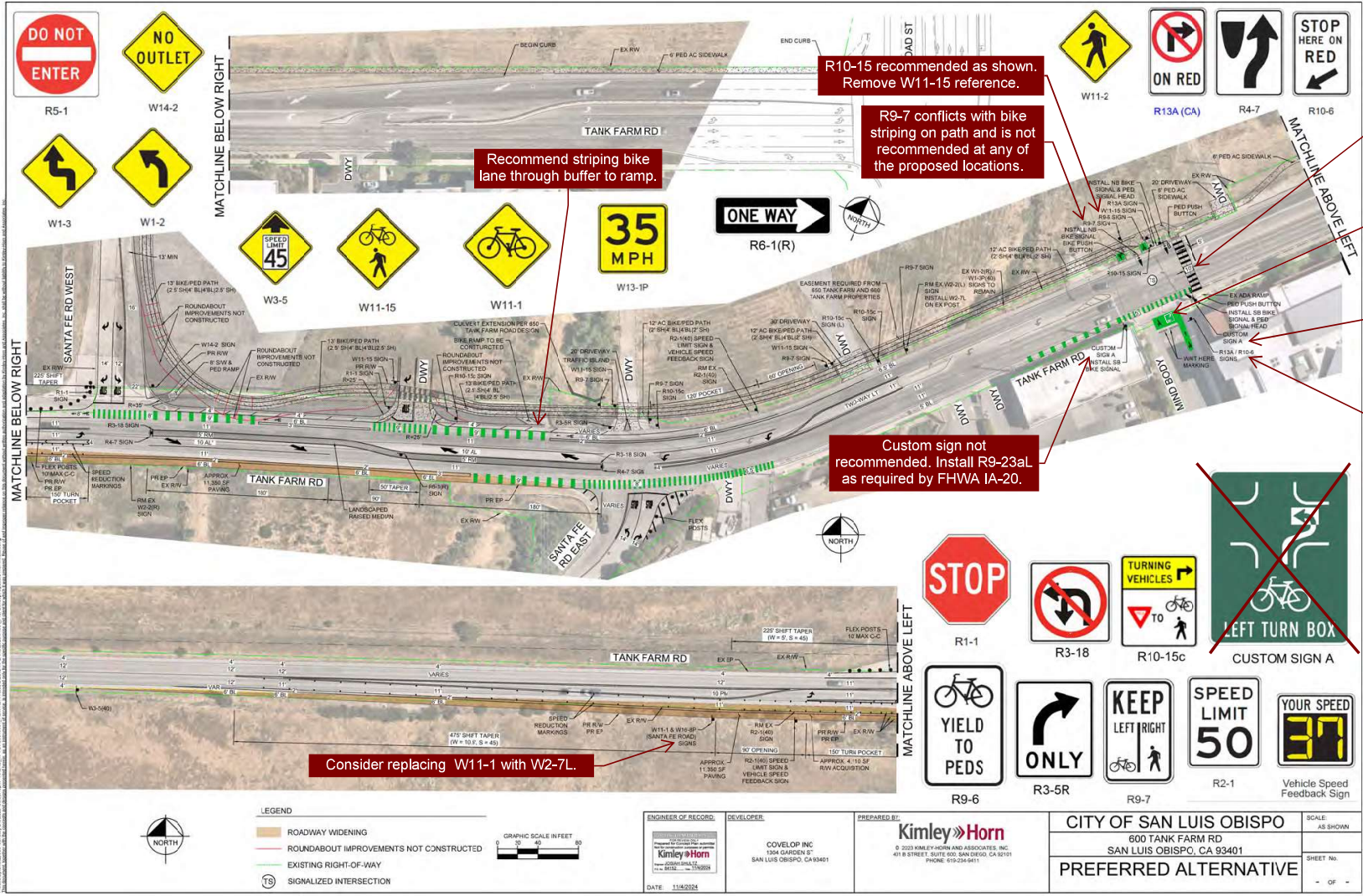
_____. 2020. Transportation Impact Study Guidelines.

_____. 2021. Active Transportation Plan.

Federal Highway Administration. 2024. Crash Modification Factors Clearinghouse.

_____. 2020. Access Management in the Vicinity of Intersections.

Preferred Alternative and Recommendations



R10-15 recommended as shown. Remove W11-15 reference.

R9-7 conflicts with bike striping on path and is not recommended at any of the proposed locations.

Recommend striping bike lane through buffer to ramp.

Custom sign not recommended. Install R9-23aL as required by FHWA IA-20.

Replace existing mast arm sign with R3-18.

Replace symbol in front of right turn lane with a two-stage turn box as required by FHWA IA-20.

Custom sign not recommended. Remove.

Add R3-7bP sign below R10-6 sign and move R13A (CA) closer to intersection consistent with FHWA IA-18.

Consider replacing W11-1 with W2-7L.



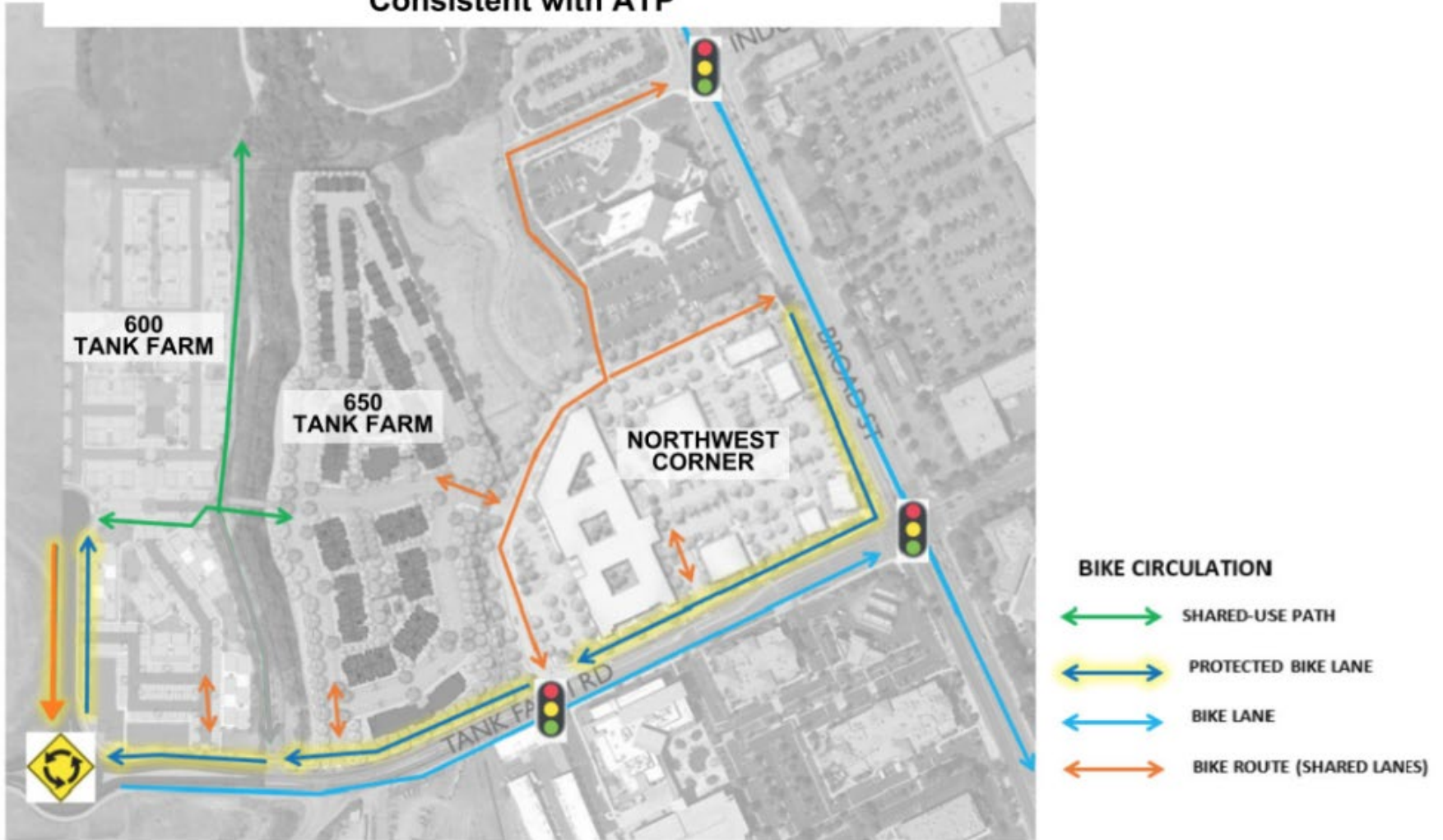
January 2025

600 Tank Farm Road, San Luis Obispo

Table 1. Plan/Policy Consistency of Proposed Active Transportation Facilities

Issue/Facility	Adopted Plan/Policy	Originally Approved 600 Tank Farm Road Project (2022)	Modified 600 Tank Farm Road Project (2025)
Tank Farm/Santa Fe (West) Intersection Control	Future multi-lane roundabout (LUCE, AASP)	Design and construct north/west/east legs of multilane roundabout	<ul style="list-style-type: none"> • Construct interim unsignalized intersection • Prepare designs, dedicate on-site R/W and pay fair share fees towards future roundabout to be constructed by others.
Nearest Low-Stress Bike/Ped Crossing of Tank Farm Rd to 600 Tank Farm Site	Future crossings at Tank Farm/Santa Fe Roundabout and at Tank Farm/Mindbody signal (ATP, AASP)	Crossings at new Tank Farm/Santa Fe Roundabout and at Tank Farm/Mindbody signal	<ul style="list-style-type: none"> • Designated crossings at Tank Farm/Mindbody signal only with initial project • Future crossings at Tank Farm/Santa Fe Roundabout when constructed by others
Santa Fe (West) Bicycle and Pedestrian Facilities	Future one-way protected bike lanes & sidewalks on each side of road (ATP)	<ul style="list-style-type: none"> • Construct elevated one-way (NB) protected bike lane and sidewalk on east side along project frontage. • Future bike lane and sidewalk on west side by others. 	<ul style="list-style-type: none"> • Construct elevated two-way shared-use path on east side along project frontage. • Potential to convert two-way path to separate one-way (NB) bike lane and sidewalk in future.
Tank Farm Rd Bicycle and Pedestrian Facilities			
Segment 1: West of Santa Fe	Future two-way shared-use paths on north and south sides of street between Innovation Way and Santa Fe (AASP, ATP)	<ul style="list-style-type: none"> • Project applicant to prepare 65%-level designs and environmental studies for future path on north side of street west of Santa Fe • Pay fair share fees towards future construction of path by others 	Same as 2022 proposal
Segment 2: Santa Fe to Mindbody	Future one-way protected bike lanes & sidewalks on each side of street (ATP)	<ul style="list-style-type: none"> • Construct elevated one-way (WB) protected bike lane and sidewalk on north side along project frontage • Future protected EB bike lane and sidewalk on south side by others 	<ul style="list-style-type: none"> • Construct elevated two-way shared-use path on north side along project frontage between Santa Fe and Mindbody. • Potential to convert two-way path to separate one-way (WB) bike lane and sidewalk in future.
Segment 3: Mindbody to Broad	Future one-way protected bike lanes & sidewalks on each side of street (ATP)	Construct temp asphalt sidewalk on north side from Mindbody to Broad if permanent protected bike lane and sidewalks per ATP have not yet been constructed by approved developments at 650 & 660 Tank Farm	Same as 2022 proposal
Plan/Policy Source LUCE – General Plan Land Use & Circulation Element; AASP – Airport Area Specific Plan; ATP – Active Transportation Plan			

Bikeways per Original 600 Tank Farm Approval (2022) Consistent with ATP



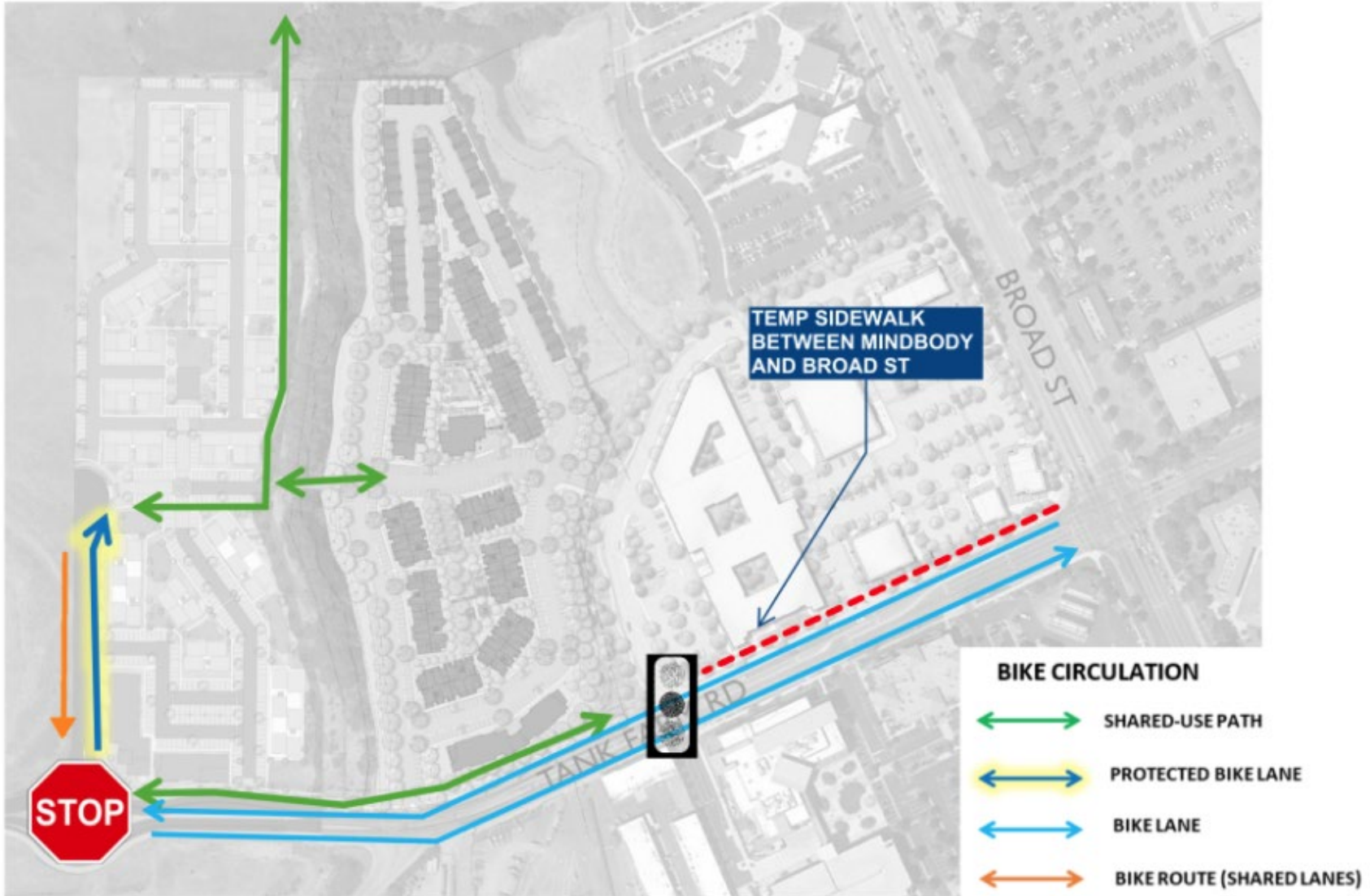
Ultimate Tank Farm Road Bikeways per ATP



BIKE CIRCULATION

-  SHARED-USE PATH
-  PROTECTED BIKE LANE
-  BIKE LANE
-  BIKE ROUTE (SHARED LANES)
-  INTERSECTION UPGRADE (SIGNAL OR ROUNDABOUT)

Bikeways Per Modified/Interim 600 Tank Farm Proposal



RESOLUTION NO. PC-1097-25

A RESOLUTION OF THE SAN LUIS OBISPO PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED CIRCULATION AND CONDITION MODIFICATIONS FOR THE PREVIOUSLY APPROVED 600 TANK FARM ROAD PROJECT AND APPROVE THE ASSOCIATED ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT AS REPRESENTED IN THE PLANNING COMMISSION AGENDA REPORT AND ATTACHMENTS DATED FEBRUARY 26, 2025 (MOD-0753-2024)

WHEREAS, the City Council of the City of San Luis Obispo conducted a web based teleconference hearing on February 1, 2022, pursuant to a proceeding instituted under ARCH-0406-2021, SBDV-0407-2021, GENP-0814-2019, SPEC-0407-2020, and EID-0608-2020, Covelop Inc., applicant, and adopted Resolution 11304 (2022 Series) approving the 600 Tank Farm Road project and certifying the Final EIR for that project; and

WHEREAS, as part of project development, the applicant has worked with City staff to implement required mitigation measures and project conditions, one of which would require a new roundabout at the intersection of Tank Farm Road and Santa Fe Road; and

WHEREAS, the City has determined that all reasonable efforts have been made by the applicant to acquire the land needed for the roundabout, but that the land is unavailable for acquisition at this time; and

WHEREAS, the applicant has requested a modification to the roundabout requirement and conditions of approval, proposing an alternate transportation design that does not require as much land from the adjacent property owner; and

WHEREAS, an Addendum to the certified Final Environmental Impact Report (EIR) (SCH #2020110426) was prepared to address changes to the previously-approved project, pursuant to Section 15164(b) of the CEQA Guidelines, since only minor technical changes or additions are necessary to the certified Final EIR and none of the conditions described in Section 15162 of the CEQA Guidelines have occurred that require preparation of a subsequent EIR; and

WHEREAS, the Active Transportation Committee of the City of San Luis Obispo conducted a hearing on January 16, 2025, and provided recommended direction on the modified circulation design; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a hearing on February 26, 2025, pursuant to a proceeding instituted under MOD-0753-2024, Covelop Inc., applicant, to consider the modified project and recommendations from the Active Transportation Committee; and

WHEREAS, notices of said public hearings were made at the time and in the manner required by law; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Luis Obispo to recommend that the City Council approve the Addendum to the certified Final EIR and approve the modified circulation design and conditions of approval for the previously-approved 600 Tank Farm Mixed Use Project. This resolution is based on the following findings, California Environmental Quality Act (CEQA) findings, and conditions:

SECTION 1. Findings. The Planning Commission does hereby recommend approval of the modified 600 Tank Farm Road project, based on the following findings:

1. The originally approved project (Resolution 11304 – 2022 Series) as conditioned was found to be consistent with the General Plan and Airport Area Specific Plan (AASP). As conditioned, the proposed project modification, together with the provisions for design and improvement, is consistent with the General Plan, including compatibility with objectives, policies, general land uses, and programs specified in the General Plan and the AASP because Housing Element Program 6.13 specifically identifies the project site as appropriate for zoning to provide for higher-density or mixed-use housing as compatible with other projects in the vicinity.
2. As conditioned, the County of San Luis Obispo Airport Land Use Commission, on August 18, 2021, found the originally approved project to be consistent with the Airport Land Use Plan.
3. The modified project as conditioned is consistent with the land use and circulation requirements of the General Plan, Airport Area Specific Plan, and Active Transportation Plan, based on the analysis included in the Planning Commission Agenda Report of February 26, 2025.
4. The originally approved project (Resolution 11304 – 2022 Series) as conditioned was found to be conformance with development review requirements related to project scale, size, character, or other considerations related to public health, safety and welfare.
5. The modified project will not be detrimental to the health, safety, and welfare of persons living or working at the project site or in the vicinity because the proposed circulation modification will not introduce design issues detrimental to public health, since the subdivision will occur on a previously developed site within an urbanized area and, approval of this subdivision modification does not include variances or exceptions from applicable design standards set forth in the Subdivision Regulations, and the project modification has been found in conformance with development standards and the Airport Area Specific Plan, and the project will be compatible with site constraints, the scale/character of the site and the surrounding neighborhood. As a Common Interest Subdivision, the project is subject to architectural review and enforcement of relevant building and safety codes.

6. The project is consistent with Housing Element Policies 6.1 and 7.4 because the project supports the development of more housing in accordance with the assigned Regional Housing Needs Allocation and establishes a new neighborhood, with pedestrian and bicycle linkages that provide direct, convenient and safe access to adjacent neighborhoods consistent with the AASP.
7. As conditioned, the applicant has agreed to an indemnification clause to defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action or proceeding against the City and/or its agents, officers or employees to attack, set aside, void or annul, the approval by the City of this project, and all actions relating thereto, including but not limited to environmental review and deferral of construction of the Tank Farm/Santa Fe Roundabout (“Indemnified Claims”). Upon request of the City, applicant shall execute an indemnification agreement in a form provided by the City prior to building permit issuance.
8. Due to property acquisition, environmental, and permitting constraints, and the costs and timeframes associated with those constraints, current construction of the Tank Farm/Santa Fe Roundabout project as originally contemplated is infeasible at this time. As conditioned, the alternative interim transportation improvements identified with this project modification are suitable for the density of the development proposed and will not preclude the construction of future facilities consistent with the ultimate long-term improvements consistent with the City’s Active Transportation Plan and the Airport Area Specific Plan.
9. Due to property acquisition, environmental, and permitting constraints, and the costs associated with those constraints, undergrounding of one single identified utility pole has been determined to be infeasible at this time. As conditioned, the utility undergrounding identified with this project modification, including the single power pole that would remain in place or be moved slightly offsite, would not conflict with the proposed interim public improvements or future roundabout construction, with final location to be reviewed and approved by the City Engineer to ensure compatibility, as required by conditions of approval.

SECTION 2. California Environmental Quality Act (CEQA) Findings. Based upon all the evidence, the Planning Commission recommends that the City Council approve the Addendum to the certified Final Environmental Impact Report (FEIR) (State Clearing House #2020110426), subject to the following CEQA findings in support of the modified circulation improvements as conditioned and as related to the 600 Tank Farm Mixed Use project:

1. The 600 Tank Farm Mixed Use Final Environmental Impact Report (Final EIR) was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, adequately addressing impacts associated with the project.

2. The previously approved project was found to be consistent with the requirements of the 600 Tank Farm Mixed Use FEIR as proposed based on the CEQA Findings and Statement of Overriding Considerations, and prepared consistent with CEQA Guidelines Sections 15091 and 15093, and this approval incorporates those FEIR mitigation measures as applicable to the project, as described more fully in the CEQA Findings of Fact and Statement of Overriding Considerations (Resolution No.11304, Exhibit A) and Mitigation, Monitoring, and Reporting Program (Resolution No.11304, Exhibit B).
3. All potentially significant effects were analyzed adequately in the referenced FEIR, and reduced to the extent feasible, provided identified mitigation measures are incorporated into the project and the mitigation monitoring program (refer to Resolution No.11304, Exhibit B, Mitigation Monitoring and Reporting Program).
4. The proposed circulation modifications would not introduce any new impact nor increase the severity of any previously-identified impact described in the certified FEIR, nor would it modify or eliminate any previously-required mitigation measures, as described in the Addendum to the FEIR prepared pursuant to CEQA Guidelines Sections 15162 and 15164.
5. An addendum to the FEIR is the appropriate level of environmental review for the modified project because neither the proposed project nor the circumstances under which it is undertaken will result in substantial changes to the original project which will require major revisions to the FEIR due to new or increased significant environmental effects, and no new information of substantial importance shows significant environmental effects not previously examined or newly-feasible mitigation measures.

SECTION 3. Recommendation. The Planning Commission does hereby recommend the City Council approve the proposed project modification with incorporation of the following conditions, which were all part of the original 2022 project approval (Resolution 11304), except modified as noted in strikethrough and underline to reflect current 2025 modifications:

The project conditions of approval do not include mandatory code requirements. Code compliance will be verified during the plan check process, which may include additional requirements applicable to the project.

Planning Division

1. Final project design and construction drawings submitted for a building permit shall be in substantial compliance with the project plans approved by the Planning Commission (ARCH-0406-2021). A separate, full-size sheet shall be included in working drawings submitted for a building permit that lists all conditions and code requirements of project approval listed as sheet number 2. Reference shall be made in the margin of listed items as to where in plans requirements are

addressed. Any change to approved design, colors, materials, landscaping, or other conditions of approval must be approved by the Director or Architectural Review Commission, as deemed appropriate.

2. Plans submitted for a building permit shall incorporate the design considerations as described at the ARC hearing on October 4, 2021, the final designs of the proposed project shall be modified to incorporate the following items, subject to the satisfaction of the Community Development Director:
 - a. Provide one more color scheme for Building A types.
 - b. Incorporate balcony railings that provide more privacy; 66%-75% solid panels to screen views.
 - c. On the Building B rear elevation provide white garage doors rather than gray to blend in more.
 - d. Provide more planting or other visual indicators for pedestrians and traffic calming (referencing the red arrow shown on sheet A10 descending from Santa Fe Road)
 - e. Use landscaping to reduce massing of Building E.
 - f. Provide well thought out pedestrian-scale elements.
3. Plans submitted for a building permit shall call out the colors and materials of all proposed building surfaces and other improvements. Colors and materials shall be consistent with the color and material board submitted with Major Development (Architectural) Review application. The project shall avoid repetition of design color schemes, such that adjacent townhomes or buildings of a similar layout use different color schemes. The applicant shall also note the use of smooth finish stucco on the building plans to the satisfaction of the Community Development Director.
4. Plans submitted for a building permit shall include recessed window details or equivalent shadow variation, and all other details including but not limited to awnings and railings. Plans shall indicate the type of materials for the window frames and mullions, their dimensions, and colors. Plans shall include the materials and dimensions of all lintels, sills, surrounds recesses and other related window features. Plans shall demonstrate the use of high-quality materials for all design features that reflect the architectural style of the project and are compatible with the neighborhood character, to the approval of the Community Development Director.
5. Plans submitted for a building permit shall include a revised railing system for the balconies that provides a design that visually obscures views of storage on the balconies and provides additional privacy between existing and new residential units, subject to the satisfaction of the Community Development Director.
6. The property owner shall be responsible for maintaining and updating the current parking calculation for the commercial component of the project upon the submittal of Planning and Building permits for tenant changes or improvements, and/or each business license, to ensure the site does not become under-parked.

7. All surface parking spaces must be available for common use and not exclusively assigned to any individual use, required residential parking may be reserved, but commercial parking must be made available for guests or overflow from residences.
8. Plans submitted for a building permit shall clearly depict the location of all required short and long-term bicycle parking for all intended uses, plans submitted for construction permits shall include bicycle lockers or interior space within each residential unit or parking area for the storage of at least two bicycle per residential unit. Short-term bicycle racks such as “Peak Racks” shall be installed in close proximity to, and visible from, the main entry into the buildings (inverted “U” rack designs shall not be permitted). Sufficient detail shall be provided about the placement and design of bike racks and lockers to demonstrate compliance with relevant Engineering Standards and Community Design Guidelines, to the satisfaction of the Public Works and Community Development Directors.
9. Plans submitted for building permit shall include a photometric plan, demonstrating compliance with maximum light intensity standards not to exceed a maintained value of 10 foot-candles. The locations of all lighting, including bollard style landscaping or path lighting, shall be included in plans submitted for a building permit. All wall-mounted lighting fixtures shall be clearly called out on building elevations included as part of working drawings. All wall-mounted lighting shall complement building architecture. The lighting schedule for the building shall include a graphic representation of the proposed lighting fixtures and cut-sheets on the submitted building plans. The selected fixture(s) shall be shielded to ensure that light is directed downward consistent with the requirements of the City’s Night Sky Preservation standards contained in Chapter §17.70.100 of the Zoning Regulations.
10. Mechanical and electrical equipment shall be located internally to the buildings. With submittal of working drawings, the applicant shall include sectional views of the buildings, which clearly show the sizes of any proposed condensers and other mechanical equipment. If any condensers, transformers, or other mechanical equipment are to be ground mounted or placed on the roof, plans submitted for a building permit shall confirm that these features will be adequately screened. A line-of-sight diagram may be required to confirm that proposed screening will be adequate. This condition applies to initial construction and later improvements.
11. The storage area for trash and recycling cans shall be screened from the public right-of-way consistent with §17.70.200 of the Zoning Regulations. The subject property shall be maintained in a clean and orderly manner at all times; free of excessive leaves, branches, and other landscape material. The applicant shall be responsible for the clean-up of any landscape material in the public right-of-way.
12. A final landscaping plan, including irrigation details and plans, shall be submitted to the Community Development Department along with working drawings. The legend for the landscaping plan shall include the sizes and species of all

- groundcovers, shrubs, and trees with corresponding symbols for each plant material showing their specific locations on plans. Landscaping plans shall include the following information, at a minimum:
- a. The species, diameter at breast height, location, and condition of all existing trees;
 - b. Identification of trees that will be retained, removed, or relocated;
 - c. Location and size of plant and tree species proposed to be planted;
 - d. The location of proposed utilities, driveways, street tree locations, and the size and species of proposed street trees; and
 - e. A reclaimed water irrigation plan.
13. Plans submitted for construction permits shall include elevation and detail drawings of all walls and fences. Fences, walls, and hedges will comply with the development standards described in the Zoning Regulations (§17.70.070 – Fences, Walls, and Hedges), except those identified in the Wall Height Exception attached to the staff report dated November 17, 2021. Walls and fences should remain as low as possible, long expanses of fence or wall surfaces shall be offset and architecturally designed to prevent monotony. Evergreen ivy shall be planted along the downslope side of all retaining walls that exceed 6-feet in height, planting of ivy shall be spaced out at a minimum of every 15 feet along the retaining walls, to the satisfaction of the Community Development Director.
14. The location of any required backflow preventer and double-check assembly shall be shown on all site plans submitted for a building permit, including the landscaping plan. Construction plans shall also include a scaled diagram of the equipment proposed. Where possible, as determined by the Utilities Director, equipment shall be located inside the building within 20 feet of the front property line. Where this is not possible, as determined by the Utilities Director, the backflow preventer and double-check assembly shall be located in the street yard and screened using a combination of paint color, landscaping and, if deemed appropriate by the Community Development Director, a low wall. The size and configuration of such equipment shall be subject to review and approval by the Utilities and Community Development Directors.
15. Prior to building permit issuance, the applicant shall submit an application and receive approval for the installation of public art as part of the project or pay the in-lieu fee (Municipal Code §17.32.030.E.5.b.(ii).(g)). Public art shall be installed prior to occupancy of the project, to the satisfaction of the Community Development Director.
16. The design of proposed structures will incorporate noise attenuating construction techniques that reduces noise exposure to acceptable levels. Exposure in outdoor activity areas must not exceed 60 dB and indoor exposure must not exceed 45 dB consistent with the City's Noise Ordinance. Plans submitted for construction permits must clearly indicate and describe noise attenuation measures, techniques, and materials, and demonstrates their compliance with noise levels limits.

17. Prior to building occupancy, the owner of the property shall provide a Residential Noise Notice in writing for residential occupants stating that the property is located within a commercial zone in an urban-type environment and that noise levels may be higher than a strictly residential area.
18. Plans submitted for a building permit shall ensure consistency with the Airport Land Use Commission's (ALUC) conditions from the August 18, 2021 hearing. Any increase in the number of dwelling units or commercial square footage shall be referred to the ALUC for determination of consistency with the Airport Land Use Plan (ALUP). The project is subject to the following ALUC conditions;
 - a. The average density/intensity for the site shall not exceed 75 persons per acre.
 - b. The densest portion of the site (southwest 1 acre containing the two mixed-use buildings) shall have an intensity not to exceed 150 persons per acre.
 - c. The maximum height limit of structures on the Project site shall not exceed 36 feet for any occupied structures, and 46 feet for any non-occupied architectural features. The construction plans for the proposed dwelling shall be submitted via FAA Form 7460-1 to the Air Traffic Division of the FAA regional office having jurisdiction over San Luis Obispo County at least 45 days before proposed construction or application for a building permit, to determine compliance with the provisions of FAR Part 77.
 - d. The Project shall comply with all noise policies as required by the ALUP.
 - e. No structure, landscaping, apparatus, or other feature, whether temporary or permanent in nature shall constitute an obstruction to air navigation or a hazard to air navigation, as defined by the ALUP.
 - f. Any use is prohibited that may entail characteristics which would potentially interfere with the takeoff, landing, or maneuvering of aircraft at the Airport, including:
 - Creation of electrical interference with navigation signals or radio communication between the aircraft and airport;
 - Lighting which is difficult to distinguish from airport lighting;
 - Glare in the eyes of pilots using the airport;
 - Uses which attract birds and create bird strike hazards;
 - Uses which produce visually significant quantities of smoke; and
 - Uses which entail a risk of physical injury to operators or passengers of aircraft (e.g., exterior laser light demonstrations or shows).
 - g. Avigation easements shall be recorded for each property developed within the Project site prior to the issuance of any building permit or land use permit.
 - h. All owners, potential purchasers, occupants (whether as owners or renters), and potential occupants (whether as owners or renters) shall receive full and accurate disclosure concerning the noise, safety, or overflight impacts associated with Airport operations prior to entering any contractual obligation to purchase, lease, rent, or otherwise occupy any property or properties within the Airport area.

19. Any new proposed signage in addition to the monument sign shall be reviewed by the Planning Division to ensure appropriateness for the site and compliance with the Sign Regulations. Signage shall coordinate with building architecture and the type of land use. The Director may refer additional signage to the ARC if it seems excessive or out of character with the project.

Housing Programs – Community Development Department

20. Prior to the issuance of construction permits, the city and the project owners shall enter into an Affordable Housing Agreement, to be recorded in the office of the county recorder. The agreement shall specify mechanisms or procedures to assure the continued affordability and availability of 11 units (three studios, six 1-bedrooms, and two 2-bedroom units) to moderate income households that is of the same size, appearance and basic quality as the market-rate units, to the satisfaction of the Community Development Director.

Engineering Division – Public Works/Community Development

21. The development project plans shall be in accordance with the approved tentative map and any mitigation measures or conditions of approval related to Vesting Common Interest Tentative Parcel Map SLO 21-0015 (SBDV-0407-2021) and as reflected in the 2025 project modification, and the certified Final EIR and approved Mitigation Monitoring and Reporting Program.
22. The public and subdivision improvements related to this development shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to building permit issuance for the development project.
23. Construction and/or improvement phasing, if proposed, shall be approved to the satisfaction of the directors of Community Development, Public Works, and Utility Departments.
24. Final roadway alignment shall be substantially in conformance with the AASP, Active Transportation Plan, and City Engineering Standards except where the applicant has requested and been granted a formal design exception by the Public Works Director or designee.
25. A separate public improvement/subdivision improvement plan application, review fee, and inspection fee will be required in accordance with the Engineering fee schedule in effect at the time of plan submittal. The plans and supporting documents shall be in accordance with the codes and standards in effect at the time of application.
26. A separate demolition permit will be required for the removal of any existing non-exempt structures, if applicable.

27. The improvement plans and building plan submittals shall include a complete topographic survey and/or existing site development plans showing all existing structures, site improvements, utilities, water wells, private waste disposal systems, tanks, and trees, if applicable. The plan shall clarify the limits of the demolitions and improvements to remain.
28. The plans shall include a complete tree summary show the diameter and species of all trees. The plans shall clarify the trees to remain and the trees to be removed. Trees to remain may require a tree preservation plan per City Engineering Standards.
29. Invasive plant species, if discovered along the Acacia Creek corridor or on site shall be removed or eradicated to the satisfaction of the Planning Division and Natural Resources Manager.
30. Agency permits required for any work within the creek corridor shall be secured prior to commencing with any demolitions, grading, and construction within the jurisdictional areas. Any jurisdictional permits and/or authorizations and/or authorizations from the Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or Regional Water Quality Control Board required for the drainage, site improvements, street and road improvements shall be issued prior to plan approval and/or commencing with work within the respective waterways. Permit conditions shall be reflected on the approved plans and/or development submittal supporting documents.
31. A SWPPP and Waste Discharger Identification Number (WDID) shall be issued and referenced on the grading, erosion control, and stormwater control plan sheets prior to plan approval and permit issuance.
32. The site development plan and grading plan shall show and honor the entitled design for the pedestrian and emergency vehicle access across Acacia Creek to 650 Tank Farm Road.
33. A reciprocal access agreement with 650 Tank Farm Road shall be recorded to provide continuity for the pedestrian/bikeway accessways. The agreement shall be recorded in junction with the parcel map recordation and/or prior to building permit issuance for the development project.
34. Unless an alternate design is approved by the Planning Division and the Public Works/Transportation Division, the proposed bike and pedestrian walks and pathways shall be designed and constructed of Portland Cement Concrete per City Engineering Standards.
35. The final site and stairway designs shall verify that required handrail extensions will not project into walkways and the bikeway or required 2' shoulder areas.

36. The limits of demolitions, culvert removal, rubble removal, and creek cleaning/restoration in the area of the existing Acacia Creek crossing and access easement shall be approved to the satisfaction of the City Biologist and Natural Resources Manager.
37. Depending upon project timing through this corridor of Tank Farm Road, off-site improvements currently proposed with the mixed-use development located at 650 Tank Farm Road may be required to accommodate motor vehicle, bike, and pedestrian circulation improvements and their transitions to the existing improvements.
38. The applicant/developer may request that the City support a private reimbursement agreement for certain off-site improvements or infrastructure oversizing that are considered to be in excess of those required to support the proposed development.
39. If applicable for any off-site improvements, the limits of improvements within the creek corridors required for the Tank Farm Road widening shall be approved by the Public Works Director in collaboration with the City Biologist and Natural Resources Manager. Additional silt and debris removal may be required within the culverts and at their downstream outlets.
40. The development plans, building plans, grading/drainage plans, and public improvement plans shall show and note compliance with the City's Drainage Design Manual, Floodplain Management Regulations, and Post Construction Stormwater Regulations (PCRs).
41. The project plans and reports shall show that the new structures will be located outside of the Special Flood Hazard Area (SFHA) and shall be constructed with finish floors at least 1' above any established Base Flood Elevation(s). A Conditional Letter of Map Revision (CLOMR) shall be processed and approved prior to grading or placement of fill within the SFHA. The final Letter of Map Revision (LOMR) shall be processed within 6 months after the completion of grading and shall be finally approved prior to building permit issuance for any structures located within the existing and unamended SFHA.
42. The grading and drainage plan and associate reports shall evaluate the run-on from the adjoining "flower mound". The plan and analysis shall evaluate how any run-on will be collected and conveyed to a non-erosive outlet.
43. The grading and drainage plan shall evaluate the run-off from the development improvements, including any run-off from the partial/interim development of Santa Fe, and improvements to Tank Farm Road, and the round-a-bout. The analysis shall include both water quantity and water quality treatment.

44. This project site shall include the private and public improvements related to this common plan for evaluation of the PCRs. All off-site altered or replaced impervious surfaces related to the development of the Santa Fe extension, ~~round-a-bout improvements~~, and Tank Farm Road improvements shall be included as Drainage Management Areas (DMAs) with appropriate water quality treatment and retention strategies. Temporary basins or Storm Water Control Measures (SCMs) may be proposed.
45. Any off-site easements or easement agreements required for the proposed improvements and SCM's shall be recorded prior to plan approvals. A separate grading permit and encroachment permits may be required from the County of San Luis Obispo for work or construction staging that occurs outside the city limits or within the County public right-of-way.
46. An Operation and Maintenance Manual will be required with the improvement and building permit application submittals. A separate Private Stormwater Conveyance Agreement shall be recorded prior to approvals.
47. Unless specifically approved by the Public Works Department all stormwater control measures (SCMs) shall be located on private property and shall be maintained by the property owner, a Property Owner Association, or Homeowner Association.
48. Any SCMs approved for location within an existing or future public right-of-way may require an encroachment and maintenance agreement with the city and/or County unless the City or County agree to any maintenance.
49. Walls, fences, and wall-fence combinations shall meet the wall height requirements in the zoning code and community design guidelines to the satisfaction of the Planning Division, unless a Fence Height Exception is approved pursuant to the City Zoning Regulations. Tiered walls and/or off-site grading may be required to eliminate walls or reduce the wall height in the area of the "flower mound" along the tract boundary at lots 5 and 7.
50. All site retaining walls shall be evaluated for areas needing fall protection fencing/guardrails or privacy fencing that would increase the height of the wall-fence combination.
51. Access controls for the proposed new bridge across Acacia Creek shall be approved to the satisfaction of the Fire Department and shall be in accordance with City Engineering Standards. An offsite easement or license agreement may be required from the property owner at 650 Tank Farm to construct or improve any required emergency access or proposed construction access across the adjoining parcel.

52. Unless a phased construction plan is approved by the Community Development Department, all access roads, required secondary access, fire department access, and any required fire hydrant installations shall be completed prior to commencing with combustible construction.
53. Any required or proposed secondary access road(s) shall comply with City Standards and guidelines, ADA standards, and the California Fire and Building codes.
54. The developer shall exhaust reasonable efforts to complete the final design and construction of the off-site improvements to the ultimate plan to limit the amount of throw away improvements. Phased, partial, or temporary improvements may be considered and shall be approved to the satisfaction of the Public Works and Community Development Departments. Temporary improvements may include water quality treatment BMPs.
55. An offsite easement or license agreement may be required from Chevron to construct the proposed Tank Farm and Santa Fe improvements.
56. Offers of dedication will be required for any Tank Farm Road and Santa Fe Road improvements widening, round-a-bout construction, Santa Fe Road construction, cul-de-sac improvements, including grading, drainage, and slope easements. Offers of dedication of on-site property shall include the right-of-way needed for construction of the interim street improvements and ultimate right-of-way needed to construct the future Tank Farm/Santa Fe Roundabout.
57. The Tank Farm Road improvements shall conform to any existing endorsed and entitled designs and/or built-out improvements or shall provide for a reasonable transition to the existing unimproved sections to the satisfaction of the Public Works Department.
58. Except as set forth herein, all public improvements, including any off-site improvements, shall be designed, and completed to the satisfaction of the Public Works Department, Utilities Department and Fire Department. Public Improvements shall be in substantial conformance with the Airport Area Specific Plan (AASP), Active Transportation Plan, and City Standard Specifications and Engineering Standards, except where the project applicant and/or the City have requested and been granted a formal design exception. Where conflicts occur between the AASP and other adopted City Standards, plans or policies, final determination shall be provided by the City Engineer.
59. Unless stated otherwise in these conditions, the public improvements related to this development shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits. Prior to approval of any deferrals, the project applicant shall demonstrate that the construction of the required improvements is impractical to the satisfaction of the Community Development and Public Works Directors.

60. Plans submitted for a building permit should include a phased improvement plan with alternate designs and transitions, subject to the satisfaction of the Public Works and Community Development Directors.
61. The project applicant shall be responsible for acquiring any off-site dedication/acquisition of property for public right-of-way purposes necessary to facilitate orderly development of the public improvements required to be constructed by the applicant as described herein. The project applicant shall work with the City and the landowner(s) to acquire the necessary rights-of-way. In the event the applicant is unable to acquire said rights-of-way, the City Council may consider lending the applicant its powers of condemnation to acquire the off-site right-of-way dedication, including any necessary slope and drainage easements. If condemnation is required, the applicant shall agree to pay all costs associated with the off-site right-of-way acquisition (including attorney fees and court costs). It should be noted that some right-of-way acquisition may require coordination with and approval by the County of San Luis Obispo.
62. With respect to any off-site improvements, prior to the approval of the development improvement plans or the filing of the Parcel Map, the developer/subdivider shall either:
 - a. Clearly demonstrate their right to construct the improvements by showing access to, title or interest in the property in a form acceptable to the City Engineer; or,
 - b. Demonstrate, in writing, that the subdivider has exhausted all reasonable efforts to acquire interest to the subject property and request that the City assist in acquiring the property required for the construction of such improvements and exercise its power of eminent domain in accordance with Government Code Section 66462 .5 to do so, if necessary. Subdivider shall also enter into an agreement with the City to pay all costs of such acquisition including, but not limited to, all costs associated with condemnation. Said agreement shall be in a form acceptable to the City Engineer and the City Attorney. If condemnation proceedings are required, the subdivider shall submit, in a form acceptable to the City Engineer, the following documents regarding the property to be acquired:
 - i. Property legal description and sketch stamped and signed by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying in the State of California.
 - ii. Preliminary title report including chain of title and litigation guarantee;
 - iii. Appraisal of the property by a City approved appraiser. In the course of obtaining such appraisal, the property owner(s) must be given an opportunity to accompany the appraiser during any inspection of the property or acknowledge in writing that they knowingly waived the right to do so;
 - iv. Copies of all written correspondence with off-site property owners including purchase summary of formal offers and counter offers to purchase at the appraised price.

- v. Prior to submittal of the aforementioned documents for City Engineer approval, the Subdivider shall deposit with the City all or a portion of the anticipated costs, as determined by the City Attorney, of the condemnation proceedings. The City does not and cannot guarantee that the necessary property rights can be acquired or will, in fact, be acquired. All necessary procedures of law would apply and would have to be followed.
63. All public utilities including water, recycled water, sewer, and public storm drain systems shall comply with City Engineering Standards. The final line and grade for all public utilities shall be approved to the satisfaction of the Public Works and Utilities departments.
64. The improvement plans shall show the water, fire, and recycled water service connections, meters, and backflow prevention devices designed per City Engineering Standards. The services shall remain perpendicular to the main/street rights-of-way until they reach their respective meters or backflow prevention device. Changes in direction to serve the private on-sight system shall occur on private property and not within the respective public rights-of-way.
65. The improvement plan submittal shall include a sewer system analysis to establish the sizing, line, and grade for the public sewer main extension in Santa Fe and Tank Farm Road, inclusive of associated infrastructure including but not limited to manhole(s), to the satisfaction of the Public Works and Utilities departments. The analysis shall consider the proposed sewer depth needed to provide adequate gravity service to adjoining parcels in accordance with any Specific Plan, Sewer Master Plan, and previously submitted area tentative map designs as required for orderly development. The depth design ~~should~~ shall also consider construction and future maintenance costs by limiting the depth to what is needed to serve a defined sewer basin.
66. Street naming of the private streets and site addressing shall be established through the building permit and subdivision mapping and improvement plan review processes in accordance with City guidelines.
67. The parking and site development shall show and note compliance with the City's Parking and Driveway Standards, Community Design Guidelines, and the AASP.
68. Unless otherwise waived by the City, the use of pavers or alternate paving materials as visual cues for pedestrians should be expanded to include some of the more extensive parking areas serving the commercial lease spaces, common area/Club House, the central pedestrian crossroads area, and the northerly shared parking area on Lots 9 and 11 and the central area.
69. The final property line locations, site development, and building plans shall show and note compliance with the California Building Code for building setbacks, exterior wall protection, eave projections, openings, and access/egress. The final

development for the club house building Type F/#10 on Lot 6 shall be evaluated for the proposed 2'-8" property line setback to the satisfaction of the Fire Marshal/Building Official.

70. The existing access easements shall be abandoned or quit-claimed, where necessary, prior to parcel map recordation or approval of the site development plans.
71. Mailbox unit (MBUs) shall be provided on-site to the satisfaction of the Postal Service and the City Planning Division. The number and location shall consider access, convenience, and circulation requirements.
72. Private site lighting shall be provided per City Engineering Standards.
73. The development/improvement plan submittal shall include a complete construction phasing plan in accordance with the conditions of approval, City codes, and standards. A truck circulation plan and construction management and staging plan shall be included with the improvement plan submittal. General truck routes shall be submitted for review and acceptance by the City. The engineer of record shall provide a summary of the extent of cut and fill with estimates on the yards of import and export material. The summary shall include rough grading, utility trench construction, road construction, AC paving, concrete delivery, and vertical construction loading estimates on the existing public roadways. The developer shall either; 1) complete roadway deflection testing before and after construction to the satisfaction of the City Engineer and shall complete repairs to the pre-construction condition, or 2) shall pay a roadway maintenance fee in accordance with City Engineering Standards and guidelines, or 3) shall propose a pavement repair/replacement program to the satisfaction of the City Engineer.
74. Separate utilities, including water, sewer, gas, electricity, telephone, and cable TV shall be served to each proposed lot to the satisfaction of the Public Works Department and serving utility companies. All public and private sewer mains shall be shown on the development/improvement plans and shall be constructed per the City's adopted codes and City Engineering Standards unless a waiver or alternate standard is otherwise approved by the City. The plans shall clearly delineate and distinguish the difference between public and private improvements.
75. All new wire utilities shall be placed underground. The underground placement shall be completed without a net increase in utility poles located within the public right-of-way unless specifically approved to the satisfaction of the Public Works and Community Development Departments.
76. The existing overhead wire services and service poles that are located on the northern portion of this parcel and along the Tank Farm Road frontage shall be removed with the exception of one existing pole at the southeast corner of the property. Overhead powerlines from this pole that cross Tank Farm Road to the south/east may remain as a result. If deemed necessary by the utility purveyor, the

pole may be replaced in the same (or similar) location to ensure it can support any overhead lines that terminate at its location. A new conduit shall be installed to the east of the project site crossing Acacia Creek to facilitate future undergrounding of the one pole that will remain on the property and all overhead lines that connect to that pole. or services placed underground within the limits and standards of the supplying utility companies.

77. City recycled water or another non-potable water source, shall be used for construction water (dust control, soil compaction, etc.). An annual Construction Water Permit is available from the City's Utilities Department for the use of recycled water. Recycled water is readily available near the intersection of Tank Farm Road and Orcutt Road.
78. The proposed tree removals are supported with the compensatory tree plantings shown on the plans provided with the Planning Commission Agenda Report on November 17, 2021, and as reviewed by the Tree Committee. The final tree species, mix, and specimen size for all street trees and on-site trees shall be approved by the Planning Division and City Arborist. All street trees shall be planted per City Engineering Standards. Street trees, including parkway trees and landscaping shall be irrigated and maintained by the developer, property owner(s), or HOA.

Engineering Division – Vesting Common Interest Parcel Map Conditions

79. The subdivision, required improvements, conditions, and mitigation measures shall be in general conformance with the approved development project per ARCH-0406-2021.
80. Unless otherwise approved for deferral or partial deferral by the City, park land and park improvement fees shall be paid prior to map recordation or building permit issuance, whichever occurs first.
81. Any easements including but not limited to provisions for all public and private utilities, access, grading, drainage, open space, slope banks, construction, public and private streets, pedestrian and bicycle facilities, common driveways, and maintenance of the same shall be shown on the parcel map and/or shall be recorded separately prior map recordation. Said easements may be provided for in part or in total as blanket easements.
82. The parcel map and improvement plans shall show the extent of all existing and proposed on-site and off-site offers of dedication. Subdivision improvement plans and or preliminary designs may be required for any deferred improvements so that dedication limits can be established. These improvements may include but are not limited to road construction and widening, grading and drainage improvements, utility easements, utility undergrounding, bridges/culverts, bike bridges, transit stops, bikeways, pedestrian paths, and intersection improvements.

83. The parcel map and improvement plans shall show and label the separate access easements to and through the property to the east known as 650 Tank Farm.
84. The subdivider shall dedicate a 10' wide street tree easement and 15' wide public utility easement (P.U.E.) across the Tank Farm Road frontage of each parcel. Said easements shall be adjacent to and contiguous with all public right-of-way lines bordering each parcel. Additional site-specific utility easements may be required by PG&E or other wire utilities related to the required undergrounding and service requirements for the development.
85. The preliminary PG&E memo shall be reviewed and endorsed by the City and the engineer of record prior to final designs. Unless otherwise approved for deferral, the final PG&E handout package(s) for all undergrounding along the southerly and northerly map boundaries along with the development specific service requirements shall be reviewed and approved by both the engineer of record and the City.
86. Access rights shall be dedicated to the City along the Tank Farm Road and Santa Fe Road frontages except at approved driveway locations. Said dedications shall be shown and labeled on the parcel map.
87. The developer shall include any other out-of-tract offers of dedication related to the need for public utility extensions related to orderly development of the AASP that are not otherwise located within a public street.
88. All private improvements shall be owned and maintained by the individual property owners, Homeowners Association, and/or a Property Owner's Association as applicable. A common area maintenance agreement or other guiding agreement shall be provided in conjunction with the parcel map submittal. Private improvements include but are not limited to streets, drive aisles, parking lot improvements, sidewalks, private pedestrian/bike paths, private sewer mains/laterals, water services, fire services, reclaimed water services, drainage systems, detention basin(s), site lighting, landscape, landscape irrigation, and common areas.
89. A separate easement-agreement shall be processed in a format approved by the Utilities Department for any future access and maintenance of on-site public water meters that are served off of a private mainline system
90. A notice of requirements or other agreement acceptable to the City may need to be recorded in conjunction with the parcel map to clarify development restrictions, fee payments, conditions of development, and references to any pertinent conditions of approval related to this map and/or off-site requirements.
91. Off-site improvements, easements and/or dedications may be required to facilitate through street construction and transitions to the existing roadway, access, cul-de-sac, ~~round-a-bout~~, and public water, recycled water and sewer main extensions beyond the map boundary and in accordance with the AASP.

92. Unless specifically approved by the City, all public and private subdivision improvements shall be approved prior to map recordation and/or building permit issuance, whichever occurs first. Subdivision sureties and a subdivision agreement shall be provided for all subdivision improvements if the map will record prior to completion of the improvements.
93. Unless phased or interim improvements are approved by the City, all pertinent public and private subdivision improvements shall be completed prior to building permit and building permit final inspection approvals/occupancy, respectively.
94. With respect to any off-site improvements, prior to filing of the Parcel Map, the subdivider shall either:
 - a. Clearly demonstrate their right to construct the improvements by showing access to, title or interest in the property in a form acceptable to the City Engineer; or,
 - b. Demonstrate, in writing, that the subdivider has exhausted all reasonable efforts to acquire interest to the subject property and request that the City assist in acquiring the property required for the construction of such improvements and exercise its power of eminent domain in accordance with Government Code Section 66462.5 to do so, if necessary. Subdivider shall also enter into an agreement with the City to pay all costs of such acquisition including, but not limited to, all costs associated with condemnation. Said agreement shall be in a form acceptable to the City Engineer and the City Attorney. If condemnation proceedings are required, the subdivider shall submit, in a form acceptable to the City Engineer, the following documents regarding the property to be acquired:
 - i. Property legal description and sketch stamped and signed by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying in the State of California;
 - ii. Preliminary title report including chain of title and litigation guarantee;
 - iii. Appraisal of the property by a City approved appraiser. In the course of obtaining such appraisal, the property owner(s) must be given an opportunity to accompany the appraiser during any inspection of the property or acknowledge in writing that they knowingly waived the right to do so;
 - iv. Copies of all written correspondence with off-site property owners including purchase summary of formal offers and counter offers to purchase at the appraised price.
 - v. Prior to submittal of the aforementioned documents for City Engineer approval, the Subdivider shall deposit with the City all or a portion of the anticipated costs, as determined by the City Attorney, of the condemnation proceedings. The City does not and cannot guarantee that the necessary property rights can be acquired or will, in fact, be acquired. All necessary procedures of law would apply and would have to be followed.

95. All public streets shall conform to City Engineering Standards and AASP including curb, gutter, and sidewalk, driveway approaches, and curb ramps as approved by the City Engineer. Where conflicts occur between the City Engineering Standards and concepts identified in the AASP and/or this project approval, a final determination on design shall be provided by the City Engineer.
96. Final roadway alignment shall be consistent with the AASP, Active Transportation Plan, Bike Plan, and City Engineering Standards except where the applicant has requested and been granted a formal design exception.
97. The on-site drive aisles and parking areas shall comply with the Parking and Driveway Standards and soils engineer recommendations.
98. The improvement plans shall include all final line-of-sight analysis at applicable intersections to the satisfaction of the Public Works Department. Fence heights and plantings in the areas of control shall be reviewed in conjunction with the analysis. A separate recorded declaration, covenant, agreement or Notice of Requirements for private property owner maintenance of sight lines may be required.
99. Any jurisdictional permits and/or authorizations from the Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or Regional Water Quality Control Board required for the drainage, site improvements, street and road improvements shall be issued prior to plan approval and/or commencing with work within the respective waterways.
100. The map submittal shall clarify the limits and extent of the private access rights shown and referenced on the tentative map and preliminary report. The easements shall be terminated, quit-claimed, or otherwise adjusted prior to map recordation.
101. The subdivider shall install public street lighting and all associated facilities including but not limited to conduits, sidewalk vaults, fusing, wiring and luminaires along all public streets and intersections per City Engineering Standards.
102. Private site lighting shall be provided per City Engineering Standards. Unless otherwise waived by the City or an alternate method of pathway lighting is approved, the creek walk/bikeway from the northerly tract boundary to/through the campus to the adjoining public street(s) shall include pathway lighting per City Engineering Standards and the City's Bike Plan.
103. Improvement plans for the entire subdivision, including any off-site improvements shall be approved or substantially approved to the satisfaction of the Public Works Department, Utilities Department, and Fire Department prior to map recordation and prior to building permit issuance.

104. The improvement plans shall clearly show all existing structures, site improvements, utilities, water wells, septic tanks, leach fields, gas and wire services, etc. The plan shall include the proposed disposition of the improvements and any proposed phasing of the removal and demolition. Any above grade or buried structures and utilities affected by the proposed lot lines shall be removed and receive final inspection approvals prior to map recordation.
105. A separate demolition permit is required from the building division for building demolitions, if applicable. A separate permit is required from SLO County Environmental Health and a plumbing permit from the City of SLO for the abandonment of any water wells, if applicable.
106. The improvement plan submittal shall include a complete construction phasing plan in accordance with the conditions of approval, City codes, and standards. A truck circulation plan and construction management and staging plan shall be included with the improvement plan submittal. General truck routes shall be submitted for review and acceptance by the City. The engineer of record shall provide a summary of the extent of cut and fill with estimates on the yards of import and export material. The summary shall include rough grading, utility trench construction, road construction, AC paving, concrete delivery, and vertical construction loading estimates on the existing public roadways. The developer shall either; 1) complete roadway deflection testing before and after construction to the satisfaction of the City Engineer and shall complete repairs to the pre-construction condition, or 2) shall pay a roadway maintenance fee in accordance with City Engineering Standards and guidelines, or 3) shall propose a pavement repair/replacement program to the satisfaction of the City Engineer prior to acceptance of the subdivision improvements.
107. Separate utilities, including water, sewer, gas, electricity, telephone, and cable TV shall be served to each lot to the satisfaction of the Public Works Department and serving utility companies. All public and private sewer mains shall be shown on the public improvement plans and shall be constructed per City Engineering Standards unless a waiver or alternate standard is otherwise approved by the City. The plans shall clearly delineate and distinguish the difference between public and private improvements. Gas service is not required as a condition of the subdivision if the applicant has documented the limits or absence of buildings proposing mixed-fuel options.
108. City recycled water or another non-potable water source, shall be used for construction water (dust control, soil compaction, etc.). An annual Construction Water Permit is available from the City's Utilities Department. Recycled water is readily available near the intersection of Tank Farm Road and Orcutt Road.
109. Final grades and alignments of all public and/or private water, sewer and storm drains shall be approved to the satisfaction of the Public Works Director and Utilities Department. The final location, configuration, and sizing of service laterals and meters shall be approved in conjunction with the review of the building plans, fire sprinkler plans, and/or public improvement plans.

110. The improvement plans shall show the location of all domestic and landscape water meters. The plan shall include service lateral sizes and meter sizes. Sizing calculations may be required to justify service and meter sizing. Water impact fees related to the irrigation water meter(s) for any public or private irrigation meter shall be paid prior to approval of the subdivision improvement plans and commencement with construction for each construction phase.
111. The final pathway design, location, access controls, and construction shall be approved by the Planning Division, Public Works Department, and Parks and Recreation Department. A separate use or license agreement may be required if not otherwise covered within the property maintenance documentation or CCRs.
112. The public and private improvements are all considered part of the project site and are subject to the Post Construction Stormwater Regulations as a common plan. Stormwater Control Measures (SCMs) shall be located on private property unless specifically allowed within the public rights-of-way by the Public Works Department. If allowed, they shall be privately maintained under an encroachment agreement unless certain and limited SCMs are approved for maintenance by the City or County of San Luis Obispo.

Transportation Division – Public Works

113. Transportation Impact Fees. Prior to issuance of building permits, the project applicant shall pay all required transportation impact fees, including participation in the Citywide Transportation Impact Fee Program and the County’s Highway 227 Impact Fee Program. Payment of Citywide Transportation Impact Fees may be deferred to issuance of first occupancy permits and total fees due may be reduced to reflect approved fee credits pursuant to the terms of an approved and revised Credit and Reimbursement Agreement, based on the 2025 revised transportation improvements.

The project applicant shall pay additional fair share mitigation fees towards future implementation of the Tank Farm/Santa Fe Roundabout project for the portion of estimated roundabout project costs that exceed the amount programmed in the current Citywide Transportation Impact Fee Program. To inform the calculation of this fair share fee, the applicant shall provide an updated engineer’s estimate of probable cost for the ultimate roundabout (ultimate buildout of the planned four-leg, two-lane roundabout), prepared by a qualified civil engineering professional and approved to the satisfaction of the Public Works Department.

Unless otherwise approved by the Public Works Department, the project applicant shall also pay a fair share mitigation fee for the future removal and reconstruction of the portion of the development’s interim frontage improvements that do not conform with construction of the ultimate Tank Farm/Santa Fe Roundabout improvements. The project applicant shall provide cost estimates for future removal and reconstruction of these interim “throwaway improvements”, with costs escalated to a year of construction 10 years into the future using the latest available

five-year average California Construction Cost Index, published by the California Department of General Services, to the satisfaction of the Public Works Director.

114. Reimbursement for Public Improvements. Project applicant may be eligible for reimbursement for costs related to planning, design and construction of eligible public improvements. A new Public Credit/Reimbursement Agreement must be obtained to reflect the modified project prior to building permit issuance to maintain eligibility for financial reimbursement and shall be subject to approval by the City Council. Interim or “throwaway” public improvements will not be eligible for public reimbursement. A reimbursement agreement application shall be submitted by the project applicant prior to the City processing the new reimbursement agreement.
115. Tank Farm Road Frontage Improvements. Project applicant shall reconstruct the Tank Farm Road project frontage to current City Engineering Standards. Unless otherwise approved by the Public Works Director, plans submitted for Public Improvement Plans shall include widening the northern side of Tank Farm to a cross section that substantially conforms with the Airport Area Specific Plan and Active Transportation Plan, which includes the following typical cross section elements, listed from north to south side of the street: 13’ shared-use bicycle and pedestrian path / 7’ parkway (width may vary) / curb and gutter / 13’ on-street westbound buffered bicycle lane and striped shoulder (width for future second westbound auto lane) / 11’ westbound auto lane / 5’ raised center median with landscaping / 10’ center left turn acceleration lane / 11’ eastbound auto lane / 8’ eastbound buffered bicycle lane. The shared-use bicycle/pedestrian path shall be constructed in concrete in substantial conformance with City Engineering Standard 7040 (Option 2) and designed to allow flexibility for future conversion to a separate sidewalk and one-way westbound protected bike lane using strategies that do not require reconstruction of the path to accomplish this future conversion. on the north half of the street: 5’ sidewalk / 7’ protected bike lane / 9’ parkway / curb and gutter / two westbound 12’-13’ auto lanes / raised median / one existing eastbound auto lane / existing eastbound bike lane.

Frontage improvements shall be designed to minimize the amount of interim “throwaway” improvements that do not conform with future roundabout construction to the maximum extent practicable. Designs shall be developed in coordination with the frontage improvements currently in development for the adjacent 650 Tank Farm Road development to ensure that appropriate geometric transitions are provided. Improvements shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits.

116. Tank Farm/Santa Fe Road (West) Intersection-Roundabout.

Interim Intersection Configuration – Side-Street Stop Control:

Project applicant shall be responsible for constructing a side-street stop-controlled intersection at Tank Farm Road/Santa Fe (west) to serve as an interim configuration until construction of a future roundabout by others. Unless otherwise approved by the Public Works Department, the interim intersection design shall include two southbound approach lanes, an eastbound left-turn lane and through lane, a shared through/right lane, and a center left-turn acceleration lane to allow two-stage left turns from southbound Santa Fe to eastbound Tank Farm Road. Improvements related to this interim intersection configuration, including any off-site right-of-way acquisition needed for the widening of Tank Farm Road, shall be the sole responsibility of the project applicant and are ineligible for public reimbursement.

Ultimate Intersection Configuration – Multilane Roundabout:

~~Project applicant shall be responsible for constructing a~~ preparing designs for a future roundabout at the intersection of Tank Farm Road & Santa Fe Road (west). Unless otherwise approved by the Public Works Director, plans submitted for Public Improvement Plans shall include both the near term and ultimate layout for the roundabout, with the near term configuration reflecting improvements to be constructed by the project applicant and the ultimate configuration to reflect remaining improvements to be constructed at a future date by the City or others. ~~Near term roundabout improvements shall include the following geometrics:~~

- a. Landscaped center island with mountable truck apron.
- b. Two continuous auto lanes approaching and continuing through the roundabout in the westbound direction, tapering back down to a single lane on Tank Farm Road west of the intersection.
- c. One continuous lane approaching and continuing through the roundabout in the eastbound direction.
- d. ~~One~~ Two approach lanes and one departure lane at the north leg of the roundabout.
- e. No south leg of the roundabout.
- f. Concrete curb/gutter and separated bicycle and pedestrian facilities to be constructed as permanent improvements along the northwest and northeast quadrants of the roundabout, including the north leg within the functional area of the roundabout.
- g. Temporary improvements along the southern extent of the roundabout, which may include an asphalt berm and asphalt shoulder/bike lane. All ADA curb ramps at the roundabout shall be constructed in concrete.
- h. Consistent with design guidance per the City's Active Transportation Plan, installation of Rapid Rectangular Flashing Beacons (RRFBs) shall be considered at the ~~crosswalks on the east and west~~ all legs of the intersection.

~~Ultimate improvements, which shall be included in roundabout design drawings, but are not required to be constructed by the project applicant include:~~

- ~~a. Widening to provide two continuous auto lanes approaching and continuing through the roundabout in the eastbound direction.~~
- ~~b. Permanent construction of separated bicycle and pedestrian facilities on the southwest and southeast quadrants of the roundabout.~~
- ~~c. Construction of the south leg of the roundabout.~~

Roundabout designs shall be developed in coordination with the frontage improvements currently in development for the adjacent 650 Tank Farm Road development to ensure that appropriate geometric transitions are provided approaching/departing the roundabout. Improvements Roundabout plans shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits ~~and improvements shall be completed prior to issuance of first occupancy permits.~~

Applicable costs incurred by the applicant in designing ~~and constructing this public improvement~~ the future roundabout shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

117. Santa Fe Road Extension. Project applicant shall be responsible for constructing a portion of the Santa Fe Road Extension north of Tank Farm Road, extending approximately 570 feet north of Tank Farm Road. Unless otherwise approved by the Public Works Director, plans submitted for Public Improvement Plans shall include the following typical cross section elements listed from east to west: 5' sidewalk / 7' protected bike lane / 13' shared-use bicycle and pedestrian path / 9' 7' parkway (width may vary) / curb and gutter / two 12' auto lanes / shared lane "sharrow" bikeway markings in southbound auto lane / 6.5' bike lane / 2' shoulder. The shared-use bicycle/pedestrian path shall be constructed in concrete in substantial conformance with City Engineering Standard 7040 (Option 2) and designed to allow flexibility for future conversion to a separate sidewalk and one-way northbound protected bike lane using strategies that do not require reconstruction of the path to accomplish this future conversion.

The northern terminus of the proposed Santa Fe Road Extension may be constructed as a City Standard street end with barricade. ~~an interim cul-de-sac or in the ultimate configuration, a single-lane roundabout.~~ If constructed as an interim cul-de-sac, the project applicant shall provide preliminary design concepts for a future single-lane roundabout. Cul-de-sac plans should be designed to minimize potential throw-away work to a reasonable extent, and final project property boundaries and right-of-way dedications shall honor the anticipated footprint required to accommodate the future roundabout to the satisfaction of the Public Works Director. Frontage improvements shall be designed to minimize the amount of interim "throwaway" improvements that do not conform with future roundabout construction to the maximum extent practicable. Improvements shall be approved or substantially approved to the satisfaction of the Public Works, Fire, Utilities, and Community Development Departments prior to issuance of any building permits

and improvements shall be completed prior to issuance of first occupancy permits.

Applicable costs incurred by the applicant in designing and constructing this public improvement shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

118. Tank Farm Road Shared-Use Path. The project applicant shall provide planning and preliminary engineering support for a proposed shared-use bicycle/pedestrian path along Tank Farm Road, as identified in the City's Active Transportation Plan, extending from the new Tank Farm/Santa Fe Road (west) intersection Roundabout west to ~~either Innovation Way or Old Windmill Lane~~, with detailed path alignment and extents to be confirmed in coordination with the City Public Works Department. Planning and design for the Tank Farm Shared-Use Path are to be developed at a sufficient level of detail to provide for an accurate determination of construction quantities, necessary rights-of-way acquisition, and grading to a level sufficient to conduct a project-level environmental assessment. Such level of detail is described as a "65% level of detail" and is equivalent to Caltrans specifications and requirements for a Plans, Specifications and Estimates ("PS&E") and as contained and described in Chapter 2, Section 2-1 through Section 2-2, of Caltrans' Plans Preparation Manual, and in accordance with the City's Improvement Standards and Standard Specifications.

The project applicant shall provide environmental documentation that summarizes relevant environmental analysis/concerns provided in previous environmental reviews conducted to date (including the Project EIR and the Chevron EIR), describe level of CEQA review anticipated to be required, and provide applicable technical studies to support the City's subsequent preparation of a formal CEQA document.

The engineering design shall provide horizontal and vertical alignments, identify utility conflicts, drainage strategy, grading needs, storm drainage solutions, demonstrate compliance with Regional Board and Drainage Design Manual Post Construction Storm Water regulations, and the approach to creek/stream crossings. There shall be a rights of way analysis which shall define the right-of-way needed to construct the path, provide ROW exhibits and legal descriptions to help guide future negotiations between the City and property owner(s). This level of design requires a physical survey of the property, environmental studies such as biology, soils, wetlands, cultural resources, and other, and a detailed set of plans with accurate vertical and horizontal design elements, structural calcs, and accurate survey data. Finally, the work shall include an engineer's Opinion of Probable Cost (OPIC).

Unless otherwise approved by the Public Works Director, notable deliverables include the following:

- a. Up to tThree alternative alignments and approaches for consideration and review by the City. The City shall participate in the selection of these three alternatives. These alternatives will be at a “schematic” level of detail with general horizontal and vertical locations. After City comments (which may include City Advisory body involvement to be managed by the City), the three alternatives shall be refined and resubmitted to the City for selection of one alternative. The relevant technical studies shall be submitted to the City at this stage to inform City review, and for their comment and approval by the City.
- b. A refined alignment shall be presented to the City which reflects the further development of the selected alternative. The level of detail shall be sufficient to estimate construction quantities, structural design elements, rights of way for the improvement, construction elements, earthwork calculations and balance, and utility locations. An OPIC shall be prepared. This plan set shall be submitted for City review and comment. City shall provide plan check comments in a consistent, non-contradictory format for all relevant departments and reviewers (Planning, Utilities, Engineering, Natural Resources, etc.).
- c. An environmental assessment and initial study shall be prepared based on the selected alignment. The assessment shall include relevant technical studies, evaluation of each environmental subject area contained in the most current version of Appendix G of the CEQA Guidelines, analysis of the compliance with the City’s VMT regulations for transportation construction projects, and compliance with city development policies and regulations that have been adopted for the purpose of environmental impact regulation and mitigation.
- d. A final set of plans shall be prepared with the form and content in Section 1.1 of Division 1010 of the Engineering Standards. A final OPIC shall be prepared. No plan check or final permit is anticipated.

Unless otherwise approved by the Public Works Director, all work required by the project applicant under this condition shall be completed prior to issuance of 1st occupancy permits. Applicable costs incurred by the applicant in preparing this work shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

119. Acacia Creek Shared-Use Path. The project applicant shall construct the Acacia Creek Shared-use Path, as identified in the City’s Active Transportation Plan, with an alignment generally following the west bank of Acacia Creek connecting Santa Fe Road northeast to the Damon-Garcia Sports Park internal path network, approximately 200 feet north of the project’s northern property line. Unless otherwise approved by the Public Works Director, improvement plans shall include a 12-foot-wide concrete path section per City Engineering Standard 7040 (Option 2), 2-foot clear shoulders, applicable path signage, striping, high-visibility markings at driveway crossings, path lighting, and installation of a security gate on City property at the boundary between the project site and the Damon Garcia Sports

Fields. Details for the security gate shall be approved to the satisfaction of the City Public Works and Parks and Recreation Departments.

The Acacia Creek shared-use path shall be privately maintained by the HOA, private property owner(s), or property association. The pathway shall remain open and usable as a site amenity and for potential circulation to the Damon Garcia Sports Fields. The City shall reserve the right to control hours accessing the Damon Garcia Sports Fields via this path. Temporary closures of the path by the HOA or others shall be approved at the discretion of the City. The path shall be included in the maintenance documents related to the proposed subdivision or in conjunction with the approval of the development permits. A private easement/agreement or blanket easement will be required to allow for the shared use.

Path improvements shall be approved or substantially approved to the satisfaction of the Public Works and Community Development Departments prior to issuance of any building permits and improvements shall be completed prior to issuance of first occupancy permits. Applicable costs incurred by the applicant in designing and constructing this public improvement shall be eligible for reimbursement pursuant to the terms of an approved Public Credit/Reimbursement Agreement.

120. Street Lighting. Unless otherwise approved by the Public Works Director, improvement plans shall include the installation of public street lighting and all associated facilities including but not limited to conduits, sidewalk vaults, fusing, wiring and luminaires along the north side of Tank Farm Road and east side of Santa Fe Road (along the project frontages) and within the Tank Farm/Santa Fe Roundabout consistent with City Engineering Standards and best practice design guidance for roundabout lighting design. Existing street lighting shall be shown on the improvement plans for reference and will be considered in establishing the required spacing, location, number, and type of fixtures.
121. Shared-Use Path Lighting. Unless otherwise approved by the Public Works Director, improvement plans shall include the installation of shared-use path lighting along the extent of the Acacia Creek path and at the interface between project site and pedestrian/bicycle/emergency vehicle only connection to the adjacent 650 Tank Farm site. Path lighting design shall utilize City Standard path lighting per Standard Plan 7905 (or City-approved equivalent solar product) and all associated facilities including but not limited to conduits, sidewalk vaults, fusing, and wiring. Path lighting shall be oriented in a manner that minimizes potential light spillover into the Acacia Creek riparian area and may require backlight shields.
122. Access to 650 Tank Farm Property. Unless otherwise approved by the Public Works Director, improvement plans shall include adequate access control measures, such as removable bollards, signage, pavement markings and lighting per City Engineering Standards at the interface between the project site and the planned pedestrian/bicycle/emergency access only connection to the adjacent 650

Tank Farm site. Access control measures shall be approved to the satisfaction of the City Public Works and Fire Departments.

123. On-Site Bicycle Parking. Short-term bicycle parking shall consist of Peak “high-low staggered style” racks or City-approved equivalent. Short-term and long-term bicycle parking shall comply with applicable design policies per the City’s Active Transportation Plan. Short-term bike racks shall be located as close as practical to the commercial business entry doors, club house entry, and the outdoor recreation areas.
124. On-Site Auto Parking.
 - a. Plans submitted for building permit shall demonstrate that all on-site auto parking stalls conform with City Engineering Standards 2210-2260, including addition of wheel stops where parking stalls front pedestrian walkways to avoid vehicle encroachment into sidewalk space.
 - b. On-site improvement plans shall demonstrate that all on-site auto parking located along the site access driveways from Tank Farm Road and Santa Fe Road are set back a minimum of 36 feet from the adjacent street, measured from the face of curb, unless otherwise approved by the Public Works Director.
125. Intersection/Driveway Sight Distance. Improvement plans shall demonstrate that all landscaping, entry signage/monuments or other vertical features exceeding 36 inches in height are located clear of applicable sight distance triangles at site access driveways/intersections per City Engineering Standards. A separate recorded declaration, covenant, agreement, or Notice of Requirements for private property owner or HOA maintenance of sight lines may be required.
126. Pedestrian and Bicycle Connectivity East of the Project Site. Unless otherwise approved by the Public Works Director, the project applicant shall be responsible for constructing the following pedestrian and bicycle access improvements prior to issuance of first occupancy permits, unless equivalent improvements are completed sooner by others (i.e., 650 Tank Farm and/or Northwest Corner developments):
 - ~~a. Install pedestrian signal and crosswalk at the east leg of the Tank Farm/Mindbody signalized intersection.~~
 - ~~b. Provide a continuous pedestrian connection along Tank Farm Road between the 600 Tank Farm site and the intersection of Tank Farm/Broad. If frontage improvements required by the adjacent 650 Tank Farm Road development and 660 Tank Farm Road Development (Northwest Corner) have not yet been constructed, a temporary pedestrian path of travel using asphalt concrete may be accepted to the satisfaction of the City Engineer.~~
 - a) Install a 12’ minimum width shared-use pedestrian/bicycle path on the north side of Tank Farm Road from the 600 Tank Farm property boundary east to the Tank Farm/Mindbody signalized intersection. The path may be constructed in asphalt east of the Acacia Creek Culvert in substantial

conformance with City Engineering Standard 7040 (Option 1), unless otherwise approved by the Public Works Department.

- i. The project applicant shall demonstrate a good faith effort to acquire the off-site right-of-way needed to extend this shared-use pedestrian/bicycle path all the way east to the Tank Farm/Broad Street intersection. If right-of-way acquisition can be achieved, the path shall be constructed all the way east to Broad Street. If right-of-way acquisition is unsuccessful and applicant has, to the satisfaction of the City, demonstrated a good faith effort, the obligation to extend this path east of the Tank Farm/Mindbody intersection can be waived by the Community Development Director.
- b) Install ADA-compliant curb ramp, pedestrian signal and push buttons, and high-visibility crosswalk markings to provide a new pedestrian crossing at the east leg of the Tank Farm/Mindbody signalized intersection.
- c) Install bicycle signal head, dedicated bicycle signal phase, and bicycle left turn boxes to the satisfaction of the Public Works Department to facilitate bicycle crossings to/from the shared-use path at the Tank Farm/Mindbody intersection.
- d) If a shared-use bicycle/pedestrian path cannot be constructed along the north side of Tank Farm Road east to Broad Street, the project applicant shall provide a continuous pedestrian sidewalk along the north side of Tank Farm Road between the Tank Farm/Mindbody intersection and the existing sidewalk at the northwest corner of the Tank Farm/Broad Street intersection. If permanent frontage improvements required by the adjacent 650 Tank Farm Road development and 660 Tank Farm Road development (Northwest Corner) have not yet been constructed, a temporary pedestrian sidewalk using asphalt surface and asphalt protective berm/curb may be accepted to the satisfaction of the Public Works Department.

127. Transit Stop. Prior to issuance of first building permits, Project applicant shall provide payment of \$25,000 to the City for installation of a future transit stop by other property owners within the vicinity of the 600 Tank Farm development. The ultimate location of this transit stop shall be confirmed by SLO Transit and the City Public Works Department and based on guidance in the City's Active Transportation Plan and Short-Range Transit Plan.

Fire Department

128. All access roads less than 26 feet in width, unobstructed, shall be posted as Fire lane-No Parking”.
129. Buildings containing 2 or less dwelling units shall have NFPA 13D fire sprinkler systems.
130. Buildings containing 3 or more dwelling units shall have NFPA 13 fire sprinkler systems and standpipes in the stairwells. Floor control valves shall be collocated

in a fire sprinkler riser room with exterior door access.

Utilities Department – Vesting Common Interest Parcel Map Conditions

131. The proposed utility infrastructure shall comply with the latest engineering design standards effective at the time the building permit is obtained and shall have reasonable alignments needed for maintenance of public infrastructure along public roads. The applicant shall submit revised Public Improvement Plans inclusive of sewer, recycled water, water mains and fire service, and associated infrastructure, to the satisfaction of the City's Utility Director, to accommodate the 2025 Tank Farm Road project transportation modifications and avoid conflicts between utilities, landscaping, and transportation improvements.

Unless otherwise approved by the Utilities Director, the project applicant shall also pay 100% for the future removal and reconstruction of the portion of the development's public utility improvements that do not conform with construction of the ultimate Tank Farm/Santa Fe Roundabout improvements (as applicable, and as determined by the Utilities Director). The project applicant shall provide cost estimates for the design and construction of future removal and reconstruction of these interim improvements, with costs escalated to a year of construction 10 years into the future using the latest available five-year average California Construction Cost Index, published by the California Department of General Services, to the satisfaction of the Public Works and Utilities Directors.

132. Due to shallow groundwater in this area heat fused HDPE sewer lateral(s) shall be installed per the engineering design standards and connected into the existing sewer main.
133. If commercial uses in the project include food preparation, provisions for grease interceptors and FOG (fats, oils, and grease) storage within solid waste enclosure(s) shall be provided with the design. These types of facilities shall also provide an area to wash floor mats, equipment, and trash cans. The wash area shall be drained to the sanitary sewer, and an environmental compliance permit shall be filed prior to issuance of occupancy permit.
134. The project's commercial and residential uses shall be metered separately. All residential units are to be individually metered with a private meter after the City's master public service meter per MC 16.20.020. Privately owned sub-meters may be provided for residential apartments upon approval of the Utilities Director. The CC&R's for the property/homeowner association shall require that the sub-meters be read by the association (or P/HOA contracted service) and each billed according to water use.
135. Building permit submittal shall clarify size of existing and proposed water services and water meters for the project.
136. The project shall install an 8" HDPE sewer main and manholes within Santa Fe

Road approximately 760 feet near the western boundary of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.

137. Any eExisting well(s) shall be destroyed per County Health Requirements and the California Department of Water Resources Standard Bulletin 74-81 and 74-90.
138. Water service meter(s) shall be adequately sized to serve the project's proposed units. Residential units shall be separately metered from the non-residential/commercial units, and service lines shall not cross parcel boundaries per MC 13.04.120
139. The project shall extend the existing 12" public water main within Tank Farm Road approximately 750 feet near the southern part of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
140. The project shall install an 8" public water main within Santa Fe Road approximately 760 feet near the western boundary of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
141. The project shall install an 8" recycled water main within Tank Farm Road approximately 750 feet near the southern part of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
142. The project shall install an 8" recycled water main within Santa Fe Road approximately 760 feet near the western boundary of the project's frontage improvements, consistent with Utilities Department-approved revised Public Improvement Plans, to the satisfaction of the Utilities Director.
143. The subdivision map must include a common interest parcel to include all the landscape areas under one parcel if the private irrigation currently crosses parcel boundaries. The blanket easement statement must comply with MC 16.01.010 and 16.10.020.
144. Recycled water shall be used for major construction activities, such as grading and dust control as required under Prohibited Water Uses; Chapter 17.07.070.C of the City's Municipal Code. Recycled water is available through the City's Construction Water Permit program.
145. Projects having landscape areas greater than 500 square feet shall provide a Maximum Applied Water Allowance calculation as required by the Water Efficient Landscape Standards; Chapter 17.87 of the City's Municipal Code.

146. Projects generating more than two cubic yards of total waste shall comply with AB 1826, and local waste management ordinance to reduce greenhouse gas emissions.
147. Commercial and residential refuse services shall be separate unless a letter of agreement between the tenants and a Conditional Exception Application from the City's Development Standards for Solid Waste Services are provided to the City with the building permit submittal.
148. The project will be required to provide a plan for the disposal, storage, and collection of solid waste material for both the residential and commercial components of the project. The development of the plan shall be coordinated with San Luis Garbage Company. The plan must be submitted for approval by the City's Solid Waste Coordinator.
149. Trash enclosure(s) shall conform the requirements by the San Luis Garbage Company and refuse bins shall be sized to provide a reasonable level of service. Separate refuse bins shall be accommodated within the site for the three (3) waste streams, trash, recycling, and organics.
150. Driveways and access routes to all refuse receptacles shall be designed to accommodate the size and weight of the garbage trucks; a written confirmation from the San Luis Garbage Company shall be included in the building permit plans for the proposed project.

Indemnification

151. The applicant shall with counsel selected by the City, defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action or proceeding against the City and/or its agents, officers or employees to attack, set aside, void or annul, the approval by the City of this project, and all actions relating thereto, including but not limited to environmental review, ~~("Indemnified Claims")~~ as well as any and all claims arising from or related to the deferral of construction of the Tank Farm/Santa Fe Roundabout or any alleged dangerous condition alleged to have been caused by the approval of this interim alternative project ("Indemnified Claims"). Upon request of the City, applicant shall execute an indemnification agreement in a form provided by the City prior to building permit issuance. The City shall promptly notify the applicant of any Indemnified Claim upon being presented with the Indemnified Claim and the City shall fully cooperate in the defense against an Indemnified Claim.

Notice of Opportunity to Protest

152. Applicant acknowledges and agrees that the project conditions of approval stated herein provide adequate and proper notice pursuant to Government Code 66020 of applicant's right to protest any requirements for fees, dedications, reservations, and other exactions, and that any protest in compliance with Section 66020 must be made within ninety (90) days of the date that notice was given.

On motion by Commissioner Munoz-Morris, seconded by Commissioner Jorgensen, and on the following roll call vote:

AYES: Commissioners Munoz-Morris, Jorgensen, Flores, Vice Chair Houghton,
and Chair Cooley
NOES: None
REFRAIN: None
ABSENT: Commissioners Kahn and Tolle

The foregoing resolution was passed and adopted this 26th day of February, 2025.



Tyler Corey, Secretary
Planning Commission