City Council
AGENDA

Tuesday, August 19, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

Council meetings may be viewed remotely on Channel 20, the City's YouTube Channel, and on the City's website under the Public Meeting Agendas web page. Attendees of City Council or Advisory Body meetings are eligible to receive one hour of complimentary parking; restrictions apply, visit Parking for Public Meetings for more details.

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.

Pages

1. CLOSED SESSION (4:00 PM - 5:30 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 the Council Hearing Room 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.

1.d CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code §54956.8

Property:	APN 053-510-012
Agency Negotiators:	Robert Hill, Greg Hermann, Christine Dietrick, Whitney McDonald
Negotiating Parties:	Pari Holliday
Under Negotiation:	Price and terms of payment.

1.e CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code §54956.8

Property:	APN 002-412-016
Agency Negotiators:	Robert Hill, Greg Hermann, Christine Dietrick, Whitney McDonald
Negotiating Parties:	Thomas Kessler
Under Negotiation:	Price and terms of payment.

1.f CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code §54956.8

Property:	APN 002-352-022
Agency Negotiators:	Robert Hill, Greg Hermann, Christine Dietrick, Whitney McDonald
Negotiating Parties:	Steven and Gina Nelson
Under Negotiation:	Price and terms of payment.

1.g ADJOURNMENT

The City Council will hold a Regular Meeting on August 19, 2025 at 5:30 PM in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

2. CALL TO ORDER

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

3. PLEDGE OF ALLEGIANCE

Council Member Emily Francis will lead the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a CONVIVENCIA CELEBRATION PROCLAMATION

Mayor Stewart will present a proclamation declaring the 3rd Saturday in August as Convivencia.

4.b CITY MANAGER REPORT

Receive a brief report from City Manager Whitney McDonald.

5. 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.

6. 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 6a to 6j.

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

Recommendation:

Waive reading of all resolutions and ordinances as appropriate.

6.b MINUTES REVIEW - JULY 15, 2025 COUNCIL MINUTES 11

Recommendation:

Approve the minutes of the City Council meeting held on July 15, 2025.

6.c ANNUAL SPECIAL TAX LEVY REPORT FOR THE COMMUNITY FACILITIES DISTRICT NO 2019-1 (SAN LUIS RANCH) FOR FISCAL YEAR 2025-2026. 19

Recommendation:

Receive and file the CFD No. 2019-1 (San Luis Ranch) Tax Report FY 2025-26.

6.d ANNUAL SPECIAL TAX LEVY REPORT FOR THE COMMUNITY FACILITIES DISTRICT NO. 2017-1 (AVILA RANCH) FOR FISCAL YEAR 2025-2026 63

Recommendation:

Receive and file the Avila Ranch CFD No. 2017-1 (Services) – FY 2025-26 Tax Report

6.e CITY-COUNTY ZONE 9 FLOOD CONTROL DISTRICT REIMBURSEMENT AGREEMENT UPDATE 89

Recommendation:

Approve an amendment to the existing Memorandum of Understanding (MOU) between the City of San Luis Obispo and the County of San Luis Obispo, as administrator of the Zone 9 Flood Control and Water Conservation District ("Zone 9"), in order to provide funding support (reimbursement) for activities to assist in the update of the Waterway Management Plan, Volume 1.

6.f AUTHORIZE THE RENEWAL OF 10-YEAR CROSS-CONNECTION INSPECTION SERVICES CONTRACT BETWEEN THE CITY AND COUNTY OF SAN LUIS OBISPO 103

Recommendation:

Authorize the renewal of the 10-year Cross-Connection Services agreement between the County of San Luis Obispo and the City of San Luis Obispo.

6.g FY 2025-30 ANIMAL CONTROL SERVICES AGREEMENT 119

Recommendation:

Authorize the Mayor to execute a five-year agreement with the County of San Luis Obispo for the continued provision of Animal Care and Control Services for the period of July 1, 2025, to June 30, 2030, in the amount of $389,746 for the first year, with annual adjustments thereafter.

6.h ADVISORY BODY APPOINTMENT FOR AN UNSCHEDULED VACANCY ON THE TREE COMMITTEE 135

Recommendation:

Confirm the appointment of Kari Gephart to the Tree Committee (TC) for the remainder of the vacated term expiring March 31, 2026.

6.i SELECTION OF VOTING DELEGATE AND ALTERNATES FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE 137

Recommendation:

Appoint Council Member Mike Boswell as the Voting Delegate and Council Member Emily Francis as Alternate Voting Delegate to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on Thursday, October 9, 2025.

6.j BEHAVIORAL HEALTH SERVICES CONTRACT RENEWALS FOR COMMUNITY ACTION TEAM AND MOBILE CRISIS UNIT (FYS 2025–27) 139

Recommendation:

Authorize the City Manager to execute up to two (2) one-year renewals of the contracts with the County of San Luis Obispo for continued Behavioral Health Services in support of the Police Department's Community Action Team and the Fire Department's Mobile Crisis Unit.

7. PUBLIC HEARING AND BUSINESS ITEMS

7.a REVIEW OF A PLANNED DEVELOPMENT AMENDMENT TO REVOKE THE PLANNED DEVELOPMENT OVERLAY, RELATED TO A MIXED-USE DEVELOPMENT PROJECT AT 1144 CHORRO STREET, FOR SEVEN (7) AFFECTED PROPERTIES. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW (30 MINUTES) 201

Recommendation:

Recommend the City Council introduce and adopt an Ordinance revoking the Planned Development Overlay (Ordinance No. 1687 [2020 Series]), related to a development project proposed at 1144 Chorro Street, and amending the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. The project is exempt from environmental review under Section 15301(b)(3) (General Rule Exemption) of the California Environmental Quality Act (CEQA) Guidelines.

8. STUDY SESSION

8.a SEWER INFRASTRUCTURE RENEWAL STRATEGY AND PRIVATE SEWER LATERAL PROGRAM UPDATES (90 MINUTES)

Recommendation:

1. Receive a presentation and conduct a Study Session on the 2025 Wastewater Collection System Infrastructure Renewal Strategy, including proposed updated capacity-constrained areas infiltration and intrusion reduction approaches; and

2. Receive and file the 2025 Wastewater Collection System Infrastructure Renewal Strategy report, and provide strategic direction regarding the following:

   a. Continuance of the Wastewater Flow (Sewer Lateral) Offset Program; and

   b. Updated General Plan Water and Wastewater Element Capacity Constrained Boundaries Map; and

   c. Expansion of Private Sewer Lateral Replacement Rebate eligibility to include all sewer lateral replacements within the newly defined capacity-constrained areas; and

   d. Evaluation of a Private Sewer Lateral Inspection Rebate program.

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 next Regular Meeting of the City Council will be held on September 2, 2025 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

July 15, 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:	City Manager Whitney McDonald, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

---

1. CLOSED SESSION

2. CALL TO ORDER

A Regular Meeting of the San Luis Obispo City Council was called to order on July 15, 2025 at 5:30 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

3. PLEDGE OF ALLEGIANCE

Council Member Boswell led the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a ANNUAL PRESENTATION FROM CENTRAL COAST COMMUNITY ENERGY (3CE)

Das Williams, Senior Advisor for Policy and Legislative Affairs; Spencer Brandt, Community Relations Manager presented the Annual Report to City Council.

4.b CITY MANAGER REPORT

City Manager Whitney McDonald provided a report on upcoming projects.

5. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:
None

--End of Public Comment--

6. CONSENT AGENDA

Public Comment:
None

--End of Public Comment--

Motion By Vice Mayor Shoresman
Second By Council Member Marx

To approve Consent Calendar Items 6a to 6k.

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

CARRIED (5 to 0)

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

Waive reading of all resolutions and ordinances as appropriate.

6.b MINUTES REVIEW - JUNE 17, 2025 COUNCIL MINUTES

Approve the minutes of the City Council meeting held on June 17, 2025.

6.c APPROVE A UTILITY EASEMENT WITH PACIFIC GAS AND ELECTRIC (PG&E) TO FACILITATE CALTRANS INTERSECTION IMPROVEMENT PROJECT AT SANTA ROSA STREET & HIGHLAND DRIVE

Authorize the Mayor to execute a Public Utility Easement Agreement with PG&E in a final form approved by the City Attorney to support improvements planned by Caltrans to the Santa Rosa Street (State Route 1) & Highland Drive intersection.

6.d ADVISORY BODY APPOINTMENTS FOR UNSCHEDULED VACANCIES ON THE HUMAN RELATIONS COMMISSION AND THE TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD

Confirm the appointment of Jennifer Fields to the Human Relations Commission (HRC) and Mark Eads to the Tourism Business Improvement District Board (TBID), for the remainder of the respective vacated terms as detailed in the report.

6.e DOWNTOWN SLO AGREEMENT 2025-26

Authorize the City Manager to finalize and approve a one-year agreement with Downtown SLO, as well as the referenced separate agreements for the holiday lights program and tree lighting and power program, to execute the Downtown-related initiatives in the 2025-27 Financial Plan, with the

option to renew the agreements for one additional year by mutual written consent of the City Manager and Downtown SLO.

6.f AMENDMENT NO. 1 TO GRANT AGREEMENT WITH FRIENDS OF LA LOMA ADOBE

Authorize the City Manager to execute Amendment No. 1 to Grant Agreement with the Friends of La Loma Adobe in a final form satisfactory to the City Attorney.

6.g FY 2025-26 POLICE DEPARTMENT GRANT APPLICATIONS

1. Authorize staff to submit grant applications and accept awards for FY 2025-26 from the following agencies: a. Department of Alcoholic Beverage Control in the amount of $94,211.b. Department of Justice Tobacco Grant Program in the amount of $74,276.c. Department of Justice Law Enforcement Mental Health and Wellness Act Project in the amount not to exceed $130,000.

2. Adopt the following Draft Resolutions entitled, a. “Resolution Authorizing a Grant Application for Funding from the Department of Alcoholic Beverage Control.” b. “Resolution Authorizing a Grant Award Provided Through the California Highway Patrol Cannabis Tax Fund Grant Program.”

3. If the grants are awarded, authorize the City Manager or the Police Chief, to execute grant related documents and authorize the Finance Director to make the necessary budget adjustments upon the award of the grant.

6.h AGREEMENT WITH SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT TO FUND SCHOOL RESOURCE OFFICER POSITION

1. Authorize the City Manager to sign a Memorandum of Agreement with San Luis Coastal Unified School District to fund the School Resource Officer position for FY 2025-26 in the amount of $217,957.

2. Authorize the City Manager to execute future agreements with San Luis Coastal Unified School District with similar terms.

6.i ADOPTION OF FY 2025-26 COMMUNITY PROMOTION PROGRAMS FOR TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) AND PROMOTIONAL COORDINATING COMMITTEE (PCC)

As recommended by the Tourism Business Improvement District (TBID) Board and the Promotional Coordinating Committee (PCC):

1. Authorize the City Manager to enter into various contracts for the TBID not to exceed the 2025-26 budget of $1,900,458 (excludes staffing costs), based on the recommendations by the TBID Board; and

- This includes approval of the funding for the second year of the contract with Noble Studios for marketing services in the amount of $1,250,000; and

- The funding of the contract with Badger Branding for content marketing services in the amount of $107,700; and

2. Authorize the City Manager to use the TBID Fund Balance for tourism marketing expenditures in 2025-26 in accordance with TBID use of revenue policy;

3. Authorize the City Manager to enter into various contracts and program expenditures for Community Promotions not to exceed the 2025-26 program budget of $367,000 (excludes staffing costs) based on the recommendations by the PCC; and

- This includes the 2025-26 Cultural Arts & Community Promotions (CACP) allocations in the amount of $100,000 and authorization to execute individual agreements with each grant recipient.

6.j CONSIDERATION OF THE 2025-27 DEI HIGH IMPACT GRANT FUNDING PRIORITIES AND INFORMATION

As recommended by the Human Relations Commission, approve the Diversity Equity and Inclusion (DEI) High Impact Grant funding priorities and information for the 2025-26 and 2026-27 fiscal years.

6.k ADOPT A RESOLUTION AUTHORIZING THE CITY CLERK AND CITY ATTORNEY TO AMEND THE RECORDS RETENTION POLICY AND SCHEDULE TO REFLECT NON-RETENTION OF CERTAIN INCIDENTAL VIDEO FOOTAGE AND IMAGES NOT RETRIEVED FOR CITY BUSINESS OR USE BY CITY STAFF

Adopt a draft Resolution entitled “ A Resolution of the City of San Luis Obispo, California, Authorizing the City Clerk and City Attorney to Amend the Records Retention Policy and Schedule to Reflect Non-retention of Certain Incidental Video Footage and Images Not Retrieved for City Business Use by City Staff.” (Attachment A) This policy clarification does not alter in any way the statutorily mandated retention requirements

applicable to footage of police in-vehicle camera, body-worn camera, or routine video monitoring.

7. STUDY SESSION

7.a CLIMATE ACTION - EXISTING BUILDING ENERGY RETROFIT POLICY UPDATE AND FUTURE OPTIONS STUDY SESSION

Natural Resources and Sustainability Official Bob Hill and Sustainability Manager Chris Read provided an in-depth staff report and responded to Council questions.

Public Comments:
Laura Albers
Rachel Whalen
Jenn Fields

---End of Public Comment---

ACTION: Council provide strategic direction to:

- Re-adopt the Energy Efficient Renovations Requirements for single-family homes
    - Along with additions and alterations, evaluate the alternative to include attached ADUs in the Energy Efficient Renovations program update.
- Evaluate and return with an additions and alteration policy for multi-family and nonresidential buildings
- Undertake initial BPS work with available staff time
- Continue to monitor and provide feedback on the state BPS program
- Continue to advocate for non-residential retrofit rebates and incentives
- Participate in a voluntary Home Energy Score pilot

8. PUBLIC HEARING AND BUSINESS ITEMS

8.a APPOINT AN AD HOC COMMITTEE OF THE CITY COUNCIL TO COLLABORATE WITH STAFF TO PREPARE RESPONSES TO GRAND JURY REPORT “ROUND & ROUND WITH TOWN & GOWN”

City Manager Whitney McDonald provided an in-depth staff report and responded to Council questions.

Public Comments:
None

---End of Public Comment---

Motion By Vice Mayor Shoresman
Second By Council Member Boswell

Appoint Mayor Stewart and Council Member Marx to the Ad Hoc Committee to collaborate with staff on responses to the Findings and Recommendations in the Grand Jury Report entitled “Round & Round with Town & Gown”.

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

CARRIED (5 to 0)

8.b APPOINT 2026 COUNCIL COMPENSATION COMMITTEE

Deputy City Manager Greg Hermann and City Clerk Teresa Purrington provided an in-depth staff report and responded to Council questions.

Public Comments:
None

---End of Public Comment---

Motion By Mayor Stewart
Second By Council Member Marx

To appoint Andy Pease, Jill LeMieux, Erin Foote, Kari Howell, Trent Johnson, Barry Price, and Joyce Tseng to the Council Compensation Committee effective immediately and ending upon presentation of their Recommendations.

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

CARRIED (5 to 0)

9. LIAISON REPORTS AND COMMUNICATIONS

Mayor Stewart

- Attended the June 18th Performing Arts Center Commission meeting
- Hosted the June 25th Mayor/Advisory Body Chairs Quarterly meeting

Vice Mayor Shoresman

- Attended the July 8th Downtown Association Board meeting
- Will be attending the Homeless Services Oversight Committee tomorrow July 16th

Council Member Boswell

- Will be attending the Local Agency Formation Commission (LAFCO) on Thursday June 17th

Council Member Francis

- Attended the Community Action Partnership (CAPSLO) meeting on June 26th

Council Member Marx

- Attended the Air Pollution Control District (APCD) meeting on June 18th
- Attended the Welcome Home Village Ribbon cutting

10. ADJOURNMENT

The meeting was adjourned at9:09 p.m. The next Regular City Council Meeting is scheduled for August 5, 2025 has been cancelled. The next Regular City Council Meeting is scheduled for August 19, 2025 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/202X

Department: Finance
Cost Center: 2001
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Emily Jackson, Finance Director
Prepared By: Brent Taylor – Financial Analyst, Infrastructure Finance

SUBJECT: ANNUAL SPECIAL TAX LEVY REPORT FOR THE COMMUNITY FACILITIES DISTRICT NO 2019-1 (SAN LUIS RANCH) FOR FISCAL YEAR 2025-2026.

RECOMMENDATION

Receive and file the CFD No. 2019-1 (San Luis Ranch) Tax Report FY 2025-26.

REPORT-IN-BRIEF

The San Luis Ranch CFD Annual Tax Report (FY 2025-2026) (Attachment A) covers all parcels of land within the boundaries of the City of San Luis Obispo Community Facilities District No. 2019-1 (San Luis Ranch). The special tax attributed to each parcel was computed pursuant to the Amended and Restated Rate, Method of Apportionment, and Manor of Collection of Special Tax ("RMA") as approved by Council in Resolution No. 11233.

The San Luis Ranch CFD Annual Tax Report (FY 2024-2025) (Attachment A) is divided into four chapters: (1) An Introduction, which describes the purpose of the CFD and structure of the report, (2) The Taxable Land Uses, which describes the different types of land uses within the boundaries of the CFD, (3) Annual CFD Costs, which determines the expected annual expenditures of the CFD, and (4) Assignment of the Maximum Special Tax and Special Tax Levy for FY 2025 - 2026, which determines the maximum amount of special tax for each parcel and the amount of the levy to submit to the County for each parcel.

Each fiscal year, the District Administrator, Economic and Planning Systems, Inc. (EPS), calculates the maximum amount of special tax revenue that may be collected from all taxable parcels in the CFD. Since the district is currently in construction phases, the RMA specifies that the levy for each fiscal year is to be based on the total number of building permits issued as of May 1st each year. As of May 1, 2025, the City had issued a total of 577 building permits since the start of the project (198 for low-density, 83 for medium density, 80 townhomes, 96 condominiums, and 120 efficiency units). Tax-exempt parcels consist of 22 Workforce/ Affordable Units, therefore the total number of units taxed will be 555. All permits for the residential portion of the project have been issued and all taxable parcels will now be included in the levy going forward.

Each year the District Administrator works with City Staff to determine the Annual Costs of the CFD. Expected costs of the CFD for fiscal year 2025-2026 are $1,368,148.96, which includes principal and interest payments on the associated Bonds, CFD Administrator Fee, Trustee Fee, City Staff Costs, and Pay-as-you-Go costs for Authorized Facilities. These amounts are estimated costs and if the actual costs are less than the actual special tax revenue, then the special tax revenue not expended will be held in the City's San Luis Ranch CFD Fund for subsequent years' obligations.

Special tax revenues collected, that are not otherwise needed to fund the administration of the CFD, debt service, and the replenishment of the bond reserve fund, are allocated to pay-as-you-go ("PAYGO") facilities as outlined in the Acquisition Agreement approved by Council on October 20, 2020, with Resolution No. 11176. Half of the special tax revenue classified as PAYGO must be used to reimburse the developer for the documented shortfall between the anticipated cost of the authorized public infrastructure built and the bonds' net proceeds. The other half is disbursed to the City for reimbursement of authorized costs incurred on behalf of the district. For FY 2025-2026, the City will levy all parcels at the maximum rate to generate PAYGO revenue as specified in the RMA. Taxing all parcels for FY 2025-2026 at the allowable maximum rate will generate $216,615.01 special tax revenue that is not required for other authorized costs of the CFD. This amount will be used to fund authorized and documented expenditures and provide reimbursement to Developer and to the City. This amount is paid out to the Developer and the City in September of the subsequent fiscal year, after all other annual costs of the CFD have been completed.

By allocating 100% of the assigned maximum special tax for all taxable parcels, the total special tax levy for FY 2025-2026 will be $1,368,148.96. The FY 2025-2026 levy was submitted to the county on July 16, 2025, by the CFD Administrator.

POLICY CONTEXT

On July 18, 2017, the City Council adopted Resolution No. 10822 certifying the Final EIR and Approving the San Luis Ranch project plan which included a specific plan amendment, general plan amendment, and an annexation. On August 21, 2018, the City Council adopted Ordinance No.1649 approving a development agreement with MI San Luis Ranch. An evaluation of the project's consistency with General Plan policies is discussed at length in Section 4.9 of the certified Final EIR.

The Specific Plan required that funding mechanisms be included to ensure that public infrastructure was coordinated with future development under the plan. The formation of a Communities Facilities District (CFD) was consistent with this requirement. On April 16, 2019, the Council adopted Resolution No. 10998 to form the City of San Luis Obispo Community Facilities District 2019-1 (San Luis Ranch). As enabled by the Mello-Roos Community Facilities Act of 1982, a CFD allows a local jurisdiction to levy a special tax within a specified area to pay for public services and/or infrastructure needed within that area. Over the past three decades, CFDs have become a common mechanism for cities to fund services and finance development -related infrastructure. The use of a CFD, in this case, is consistent with the City's Economic Development Strategic Plan and the General Plan.

The General Plan provides specific policies related to the funding of infrastructure:

> 1.13.6. Required Plans: The City shall not allow the development of any newly annexed private land until the City has adopted a specific or development plan for land uses, open space protection, roads, utilities, the overall pattern of subdivision, and financing of public facilities for the area.
>
> 1.13.9. Costs of Growth: The City shall require the costs of public facilities and services needed for new development be borne by the new development unless the community chooses to help pay the costs for a certain development to obtain community-wide benefits. The City shall consider a range of options for financing measures so that new development pays its fair share of costs of new services and facilities which are required to serve the project, and which are reasonably related to the new growth attributable to the development.

This report and the levying of the special tax are consistent with these General Plan policies and with the City's local goals and policies for Community Facilities Districts.

DISCUSSION

Background

The San Luis Ranch Development Agreement was approved with Ordinance No. 1649 on August 21, 2018, and provided the basis for the formation of the San Luis Ranch CFD. On April 2, 2019, the City Council adopted Resolution No. 10998 establishing the San Luis Ranch Community Facilities District (2019-1). On April 16, 2019, the City Council adopted Ordinance No. 1661, approving the levy of a special tax on an annual basis and solely within the boundaries of the San Luis Ranch CFD.

Subsequently, on April 20, 2021, the City Council adopted Resolution No. 11239 which approved Resolution No 11233 authorizing a change to the RMA to incur bonded indebtedness in the aggregate principal amount of not to exceed $25,000,000 secured by the levy of the special tax on parcels within the district. As one of the required steps for the approval of bond issuance, on May 5, 2021, the City Council adopted Ordinance No. 1697 which replaced and superseded Ordinance No 1661 and authorizes the levy of a special tax for the fiscal year 2021-22 and all subsequent fiscal years and is solely applicable within the boundaries of the San Luis Ranch CFD.

The CFD for San Luis Ranch is authorized to levy a special tax within the district to fund a variety of administrative costs and costs of facilities which benefit the project. The special tax revenue generated by the annual levies is to be used on Debt Service, Administration, and Trustee which are identified in the Amended and Restated Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA). In addition, the special tax revenue may be used for Authorized Facilities listed in Exhibit A of the Acquisition Agreement. These authorized facilities include transportation improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, park and landscape corridor improvements, open space improvements, and utilities which were required as a condition of the City's approval of the development.

The City has already established the necessary accounts with the County of San Luis Obispo Tax Collector to administer the special tax within the San Luis Ranch CFD. All necessary documentation and information were provided to the County of San Luis Obispo Tax Collector in proper form and required timelines to bill and collect the special tax on the secured property tax roll of the County beginning in FY 2021-22. The City is currently on a teeter plan with the County of San Luis Obispo, which ensures 100% of the Special Tax Revenue levied will be provided to City regardless of if the County can collect the full amount or not. Collection of delinquent special taxes is pursued only by the County and since City is entitled to the full levy amount through the teeter plan, there is no concern regarding a lack of revenue from delinquent parcels to fund the annual costs identified each year. This does not exclude the City's right to utilize any other lawful means of billing, collecting, and enforcing the special tax, including direct billing, supplemental billing, and, when lawfully available, judicial foreclosure of the special tax levy.

The City of San Luis Obispo has established the San Luis Ranch CFD Fund which is managed and controlled by the Community Services Group and Finance Department. This fund was established to receive revenue from Special Taxes and for paying expenditures of the CFD. This fund is budgeted annually through the City's Financial Plan cycle and generally follows the budget identified in the San Luis Ranch CFD Annual Tax Report (FY 2025-2026) Attachment A) being presented to Council with this item. All related unspent bond proceeds are accounted for in the CFD Fund but are held in a Trust Account and managed by a Trustee per the terms of the Bond Indenture.

Since the first year of special tax collection, the CFD Administrator prepares the Annual Tax Report which is the basis for the CFD annual budget and annual tax levy. The Annual Tax Report is presented to the City Council as a Consent Agenda item for purposes of transparency and accountability to the public. Historically, the City Council has Received and Filed this report each year since the first year in which special taxes were levied.

Previous Council or Advisory Body Action
On July 18, 2017, Council adopted Resolution No. 10822 certifying the final EIR, approving the San Luis Ranch Project

On May 1, 2018, Council adopted Resolution No. 10885 accepting a negotiated exchange of tax revenue and annual tax increment between the County of San Luis Obispo and City of San Luis Obispo.

On July 17, 2018, Council adopted Resolution No. 10927 approving the addendum to the final EIR and certifying the final supplemental EIR approving the revised San Luis Ranch Project.

On August 21, 2018, Council adopted Ordinance No. 1649 approving the Development Agreement for the San Luis Ranch project.

On November 27, 2018, Council adopted Resolution No. 10961 approving the final map for tract 3096 of the San Luis Ranch Project.

On February 19, 2019, Council adopted Resolution No. 10986 approving the intention of the City to establish a CFD and authorize the levy of special taxes.

On February 19, 2019, Council adopted Resolution No. 10987 approving to incur bonded indebtedness for the San Luis Ranch CFD.

On April 2, 2019, Council adopted Resolution No. 10997 modifying the resolution of intention and approving the amended and restated rate and method of apportionment.

On April 2, 2019, Council adopted Resolution No. 10998 forming the San Luis Ranch CFD, authorizing the levy of a special tax, and establishing an appropriation limit for the district.

On April 2, 2019, Council adopted Resolution No. 10999 deeming it necessary to incur bonded indebtedness for the San Luis Ranch CFD.

On April 2, 2019, Council adopted Resolution No. 11000 calling a special election for the San Luis Ranch CFD.

On April 2, 2019, Council adopted Resolution No. 11001 declaring results of special election and directing recording of notice of special tax lien.

On April 16, 2019, Council adopted Ordinance No. 1661 approving the levy of special taxes within the boundaries of the San Luis Ranch CFD.

On April 7, 2020, Council adopted Resolution No. 11110 approving a vesting tentative tract map 3150 of the San Luis Ranch project.

On August 18, 2020, Council adopted Resolution No. 11157 modifying mitigation measures and mitigation monitoring and reporting plan and approving an addendum to the final supplemental EIR.

On October 6, 2020 Council adopted Resolution No. 11167 approving final map for tract 3150 of the San Luis Ranch project.

On October 20, 2020, Council adopted Resolution No. 11176 approving the funding, construction and acquisition agreement for the San Luis Ranch CFD.

On November 17, 2020, Council adopted Resolution No. 11192 approving a specific plan amendment and to update the specific plan, approval of vesting tentative tract map 3142, and a determination that the project is consistent with the final EIR and final supplemental EIR.

On March 16, 2021, Council adopted Resolution No. 11233 for consideration to amend the rate and method of apportionment for San Luis Ranch CFD.

On April 20, 2021, Council adopted Resolution No. 11238 Calling a special mailed ballot election related to change proceedings within the San Luis Ranch CFD.

On April 20, 2021, Council adopted Resolution No. 11239 approving the changes presented to the RMA in Resolution No. 11233.

On April 20, 2021, Council adopted Resolution No. 11240 authorizing the issuance of special tax bonds, series 2021, in an amount of $20,500,000.

On May 4, 2021, Council adopted Ordinance No. 1697 levying a special tax for the fiscal year 2021-2022 and for all subsequent years.

Public Engagement
The annual special tax report requires a "notify" level of public engagement that was accomplished through the publication of the agenda, associated report, and the consideration of the report during a public session of the City Council. Public comment can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

The Community Development Department, the Finance Department, the Community Services Group, and the City Attorney Office concur with the information contained in this report as presented.

ENVIRONMENTAL REVIEW

Annual special tax reporting for the City of San Luis Obispo Community Facilities District No. 2019-1 (San Luis Ranch) is categorically exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15306 (Information Collection) and the action otherwise qualifies for a "general rule" exemption according to Section 15061(b)(3), which covers activities "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Annual reporting does not change any aspect of the approved San Luis Ranch project, nor does it introduce the potential for any new environmental impacts.

Under Section 15306, the Secretary for the California Natural Resources Agency has concluded that “basic data collection, research, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource" are exempt from CEQA. Therefore, the proposed action is categorically exempt from further analysis under CEQA.

FISCAL IMPACT

Budgeted: Yes
Budget Year: 2025-2026
Funding Identified: Yes

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 are no funding requests associated with this item. The annual report was prepared by the CFD Administrator and cost for preparation of the report was paid by San Luis Ranch CFD Fund which budgets for this expense each year through the Annual Tax Report and the City's Financial Plan cycles. The FY 2025-26 budget for the CFD was approved by City Council with adoption of the 2025-27 Financial Plan on June 17, 2025, and generally follows the budget identified in the Annual Tax Report being presented to City Council with this item.

ALTERNATIVES

Council could decide not to receive and file the Special Tax Annual Report for San Luis Ranch. The Annual Tax Report is provided to the public at request by the Council for transparency purposes since the first year's special taxes were levied. This annual report is not a requirement of the CFD under the Mello-Roos Act and is not required by any Ordinance or Resolution.

ATTACHMENTS

A - CFD No. 2019-1 (San Luis Ranch) Tax Report FY 2025-26

Economic & Planning Systems, Inc.
The Economics of Land Use

CFD NO. 2019-1 (SAN LUIS RANCH) TAX REPORT FY 2025-26

DRAFT REPORT

Prepared for:
City of San Luis Obispo

Prepared by:
Economic & Planning Systems, Inc.

July 15, 2025

EPS #242065

Table of Contents

1. Introduction 1

Purpose of the CFD 1
Structure of this Report 2

2. Taxable CFD Land Uses 4

3. Annual CFD Costs 8

Annual Costs for FY 2025-26 8
CFD Administrative Costs 9

4. Assignment of the Maximum Special Tax and Special Tax Levy for FY 2025 26 13

Assignment of the Special Tax 13
Assignment of Special Tax Priorities 15
Allocation of the Special Tax for FY 2025 26 17
Assignment of the Special Tax Levy to CFD Parcels 17

Appendix A 19

List of Maps and Tables

Map 1 CFD Boundary Map 3
Map 2 CFD Single-Family Residential Large Lots 6
Map 3 CFD High Density Residential Large Lots 7
Table 1. CFD Parcels - FY 2025-26 5
Table 2 Annual Cost for FY 2025-26 10
Table 3 Annual Debt Service 12
Table 4 Special Tax Rates by Tax Category 14
Table 5 Development Status of CFD Parcels 16
Table 6 Allocation of the Special Tax for FY 2025-26 18

1. Introduction

The City of San Luis Obispo (City) created a Mello-Roos Community Facilities District (CFD) for the San Luis Ranch development (Project), located in the San Luis Ranch Specific Plan (SLRSP) area, located west of US Highway 101 in the southwest quadrant of the City. The CFD was formed in March 2019 to create a land-secured funding mechanism to help fund construction of authorized facilities of the CFD.

At the time of formation of the CFD, development plans for single-family residential products were fully developed, but the development plan for multifamily residential uses was still being evaluated by the developer. In addition, the location and number of affordable housing units (which are to be tax-exempt under the CFD) were being finalized between the developer and the City. A Change Proceeding for the CFD was started in the spring of 2021 to amend the Rate and Method of Apportionment to reflect changes being made to the scope of the special tax related to final taxable unit counts for multifamily residential and assignment of affordable units to large lot parcels in the Project.

The boundaries of the proposed CFD are coterminous with the SLRSP. Overall, the Project area includes approximately 131.4 acres approved for up to 577 dwelling units and commercial development, including a 200-room hotel, 100,000 square feet of office space, and 150,000 square feet of retail and service commercial uses. The Project includes 7.8 acres of parks, waterways, and other interior open space. There will be 52.3 acres of farmed agricultural land in the Project area.

EPS prepared the "San Luis Ranch Financing Plan" (Financing Plan) in June 2018, which addressed how the infrastructure needed to serve the Project will be funded. The Financing Plan identified total infrastructure improvement costs of $54.2 million, of which approximately $22.8 million is attributable to the Project as a "fair share" cost allocation for required infrastructure.

Purpose of the CFD

The CFD was formed to fund major road improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, park and paseo improvements, open space improvements, utilities, and other authorized facilities under the Mello-Roos Act, serving the Project as a condition of the City's approval of the development.

The CFD is authorized to issue up to $25 million in bonds. CFD bonds were issued in June 2021 in the amount of $19,660,000. It is anticipated that more than one CFD bond issuance will occur as the Project is built out.

The CFD was authorized to begin collecting the special tax in Fiscal Year (FY) 2018 19. FY 2021-22 was the first year in which the special tax was levied against taxable parcels of the CFD.

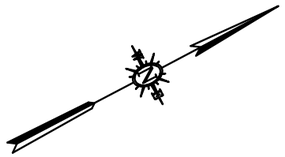
Map 1 shows the proposed boundaries of the CFD.

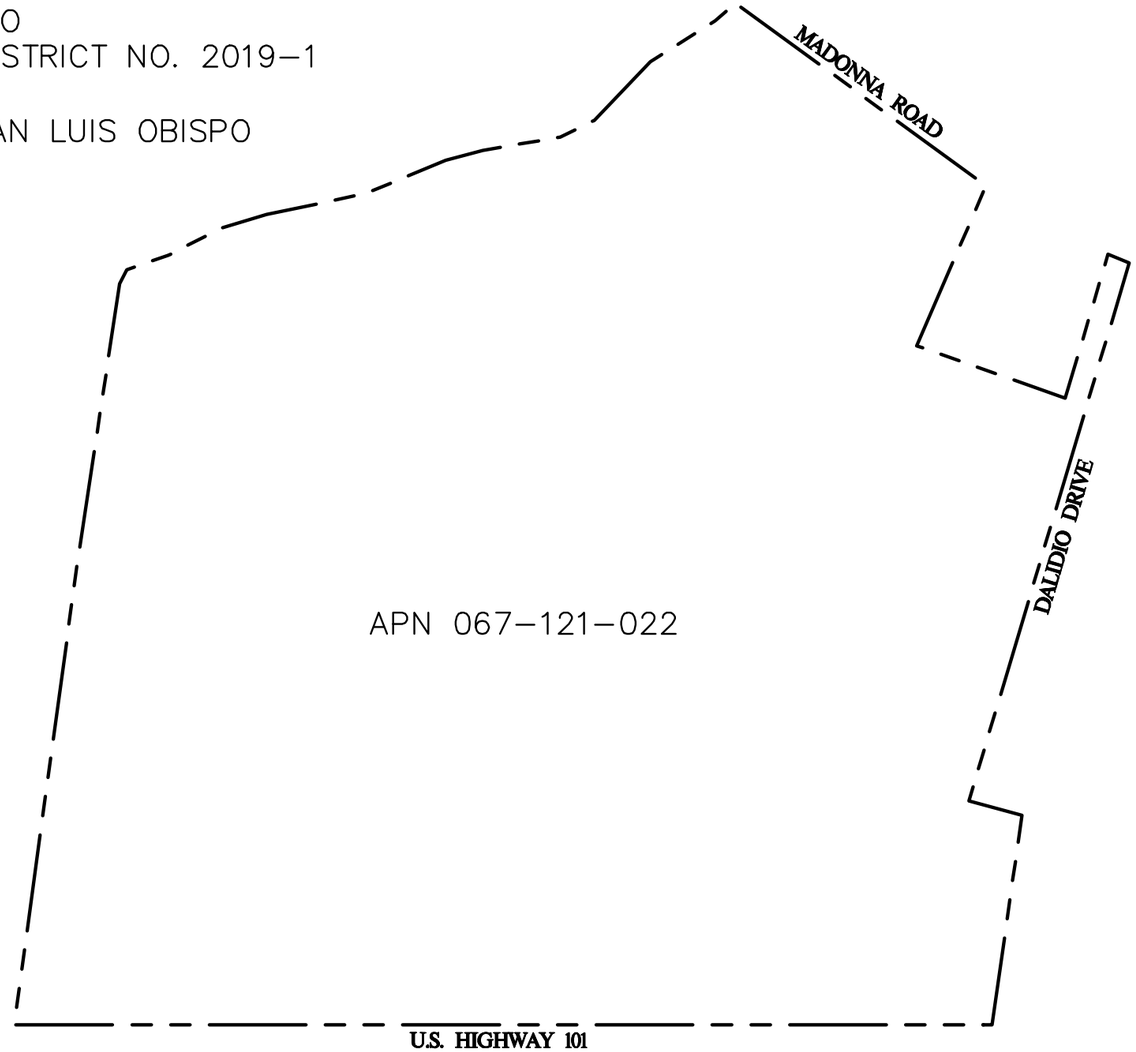
Structure of this Report

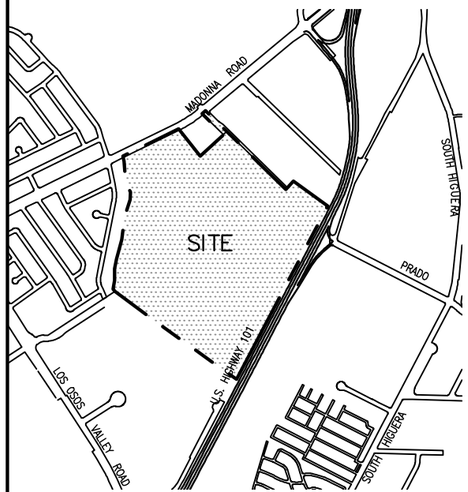
This report is divided into 4 chapters, including this introductory chapter, and includes **Appendix A**: Proposed Special Tax Levy for FY 2025 26.

MAP OF PROPOSED BOUNDARIES

CITY OF SAN LUIS OBISPO
COMMUNITY FACILITIES DISTRICT NO. 2019–1
(SAN LUIS RANCH)
CITY AND COUNTY OF SAN LUIS OBISPO
STATE OF CALIFORNIA







VICINITY MAP

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CLERK OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, THIS ___ DAY OF _____, 201_.

_____
TERESA PURRINGTON
CITY CLERK

DATE: _____

CITY CLERK'S CERTIFICATE STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF SAN LUIS OBISPO COMMUNITY FACILITIES DISTRICT NO. 2019–1 (SAN LUIS RANCH), CITY AND COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO AT A REGULAR MEETING THEREOF, HELD ON THE ___ DAY OF _____, 201_, BY ITS RESOLUTION NUMBER _____.

_____
TERESA PURRINGTON
CITY CLERK

DATE: _____

RECORDER'S STATEMENT

FILED THIS ___ DAY OF _____, 201_, AT _____.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

SIGNED: _____
SAN LUIS OBISPO
COUNTY RECORDER
STATE OF CALIFORNIA

DOCUMENT NO: _____

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
P 805.544.7407 F 805.544.3863

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF CANNON. ALL DESIGNS AND INFORMATION ON THESE DRAWINGS ARE FOR USE OF THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CANNON.

SAN LUIS RANCH

SAN LUIS OBISPO, CALIFORNIA

DRAWN BY	DATE	CA JOB NO.
JSW	01/25/2019	140310.70
CHECKED BY	SCALE	SHEET
SJR	1" = 300'	1 OF 1

Map 1

2. Taxable CFD Land Uses

When the CFD was formed, it was intended that only market-rate residential land uses would be subject to the special tax. The CFD is planned to allow development of 577 residential units. Included in these 577 residential units are 22 workforce/affordable units, which will remain tax-exempt if they maintain their deed-restricted affordable status. Residential uses occupy approximately 29.55 acres of the approximately 131 total acres encompassing the CFD.

CFD land uses are shown in **Table 1**, which identifies the Lot Numbers for each land use category. The Lot Numbers correspond to those numbers shown in Map 2 and Map 3. There are 198 low-density residential (LDR) units and 83 medium-density residential (MDR) units that have been created by the recordation of final maps. Lot Numbers for these residential uses are shown in Map 2.

High-density residential (HDR) units are defined as townhomes, condominiums, and efficiency units. These land use categories are assigned to Lot Numbers shown in Map 3. It is anticipated that there will be 80 townhomes, 96 condominiums, and 120 efficiency units constructed in the CFD.

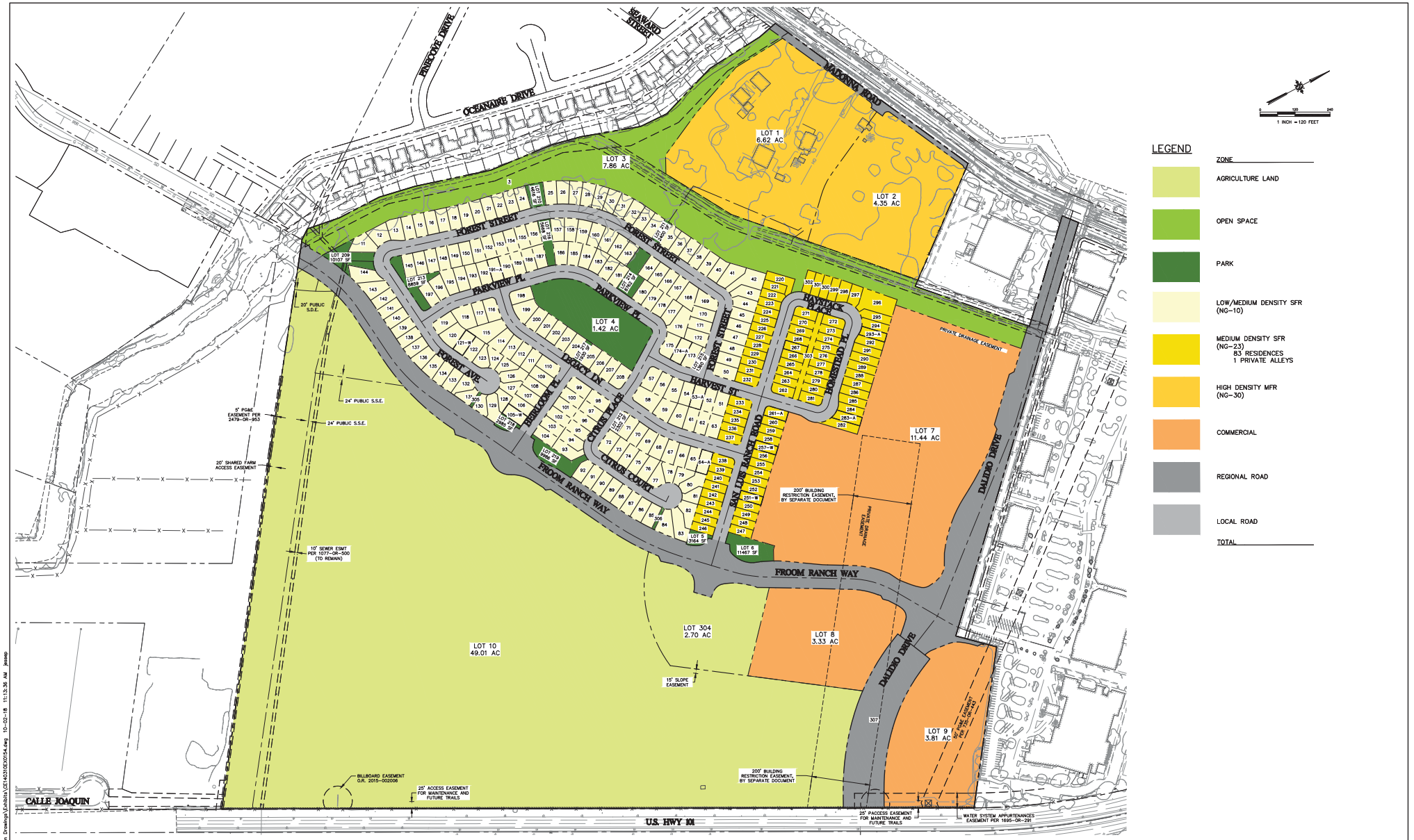
In addition to the taxable uses discussed above, the CFD includes approximately 18.58 acres of nonresidential uses (commercial) and 81.16 acres of public uses.

Table 1. CFD Parcels - FY 2025-26

Land Use	Lot No. [1]	Acres	Units	Density
Residential Uses				
Low Density Residential (LDR)	11-208	15.51	198	12.77
Medium Density Residential (MDR)	220-302	5.14	83	16.15
High Density Residential (HDR) [2]				
Townhomes	5-7	3.65	80	21.94
Condominiums	1-2	3.33	96	28.83
Efficiency Units	3-4	1.93	120	62.26
Residential Use Totals		**29.55**	**577**	
Nonresidential Uses				
Commercial	7	11.44		
Commercial	8	**3.33**		
Commercial	9	3.81		
Nonresidential Use Totals		**18.58**		
Public Uses				
Parks		3.19		
Open Space		7.81		
Agricultural		52.32		
Regional Road		9.00		
Local Road		8.84		
Public Use Totals		**81.16**		
CFD Totals		**129.29**	**577**	

Source: Cannon

[1] Lot numbers are designated on the final map for the development.
[2] Lot numbers refer to those shown in Map 3.



REV. NO	DATE	REVISED	DESTROY ALL PRINTS BEARING EARLIER DATE	REV. BY	CKD. BY	APRD BY

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
P 805.544.7407 F 805.544.3863

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF CANNON. THEY ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CANNON.

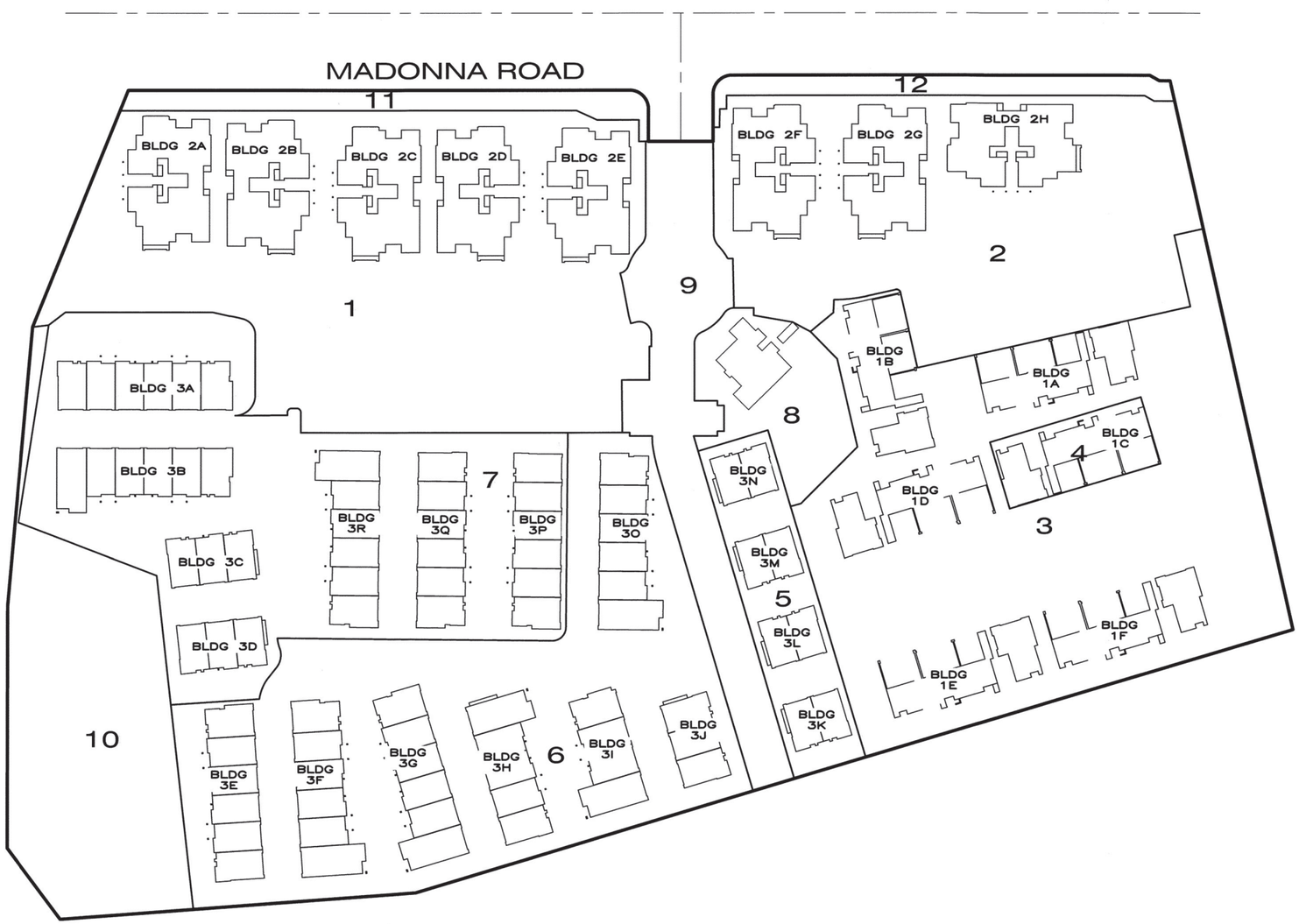
SAN LUIS RANCH
TRACT 3096
REVISED LAND USE PLAN
SAN LUIS OBISPO, CA

DRAWN BY	DATE	CA JOB NO.
JRP	10/01/18	140310
CHECKED BY	SCALE	SHEET
	1" = 120'	1 OF 1

F:\proj\2014\140310\3 Project Design\Civil\Construction Drawings\Exhibits\CE140310E001SX.dwg 10-02-18 11:13:36 AM jessep

INFORMATION SHEET:

THE ADDTIONAL INFORMATION ON THIS SHEET IS FOR INFORMATIONAL PURPOSES, DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO EFFECT RECORD TITLE INTEREST.



DOCUMENT NO. 2020–049556 RECORDED ON SEPTEMBER 14, 2020 AS AFFORDABLE AND WORKFORCE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS. (AFFORDABLE UNITS AND WORKFORCE UNITS FOR "SAN LUIS RANCH").
EXHIBIT PAGE 24 OF 88
26 VERY LOW AFFORDABLE UNITS TO BE CONSTRUCTED.
10 WORKFORCE UNITS TO BE CONSTRUCTED.

ADDITIONAL MAP SHEET

TRACT NO. 3150

BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES, OF LOTS 1 AND 2 OF TRACT 3096, AS SHOWN ON THE MAP FILED IN BOOK 40 OF MAPS AT PAGES 17–43,
IN THE CITY OF SAN LUIS OBISPO COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

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

October 23, 2020 JOB #20–097 SHEET 12 OF 13 SHEETS

MAP BK 40

N:\2020\20–097 San Luis Ranch Condo Plan\C3D\20–097 Tract 3150 – Final Map.dwg, MAP SHEET 12, Oct 23, 2020 9:34am, LRichardson

3. Annual CFD Costs

The Rate and Method of Apportionment (RMA) identifies authorized costs of the CFD that can be funded through the annual levy of the special tax on taxable parcels. The amount of the annual levy is determined by the annual costs of the CFD, as established by the Administrator. This chapter discusses annual CFD costs for FY 2025-26.

Annual Costs for FY 2025-26

The RMA identifies annual costs as:

a. Administrative Expenses for such Fiscal Year.

b. Debt Service to be paid from Special Taxes during the Bond Year commencing during such Fiscal Year.

c. The amount needed to pay other periodic costs on the Bonds, including but not limited to credit enhancement and any rebate payments on the Bonds.

d. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Costs in a previous Fiscal Year.

e. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Costs in the current or any previous Fiscal Year.

f. The amount needed to (1) cure any delinquencies in the payment of the Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Costs in the current or any previous Fiscal Year.

g. Costs of acquisition, construction, and improvements of Authorized Facilities to be funded on a Pay-As-You-Go Basis, in amounts determined by the Administrator.

h. Less any Capitalized Interest and any credits provided under a Bond Indenture.

i. Less any available earnings on the reserve fund, Special Tax funds, available capitalized interest, or any other available revenues of the CFD or the City that may be used to fund Annual Costs, to the extent determined by the Administrator.

Table 2 identifies the net annual costs for FY 2025-26 as $1,368,148.96. These costs are detailed below.

CFD Administrative Costs

The City is authorized to fund the costs associated with administration of the CFD each fiscal year:

a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).

b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).

c. Costs of remitting the Special Taxes to the Trustee.

d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.

e. Costs to the City, the CFD, or any designee thereof of complying with arbitrage rebate requirements.

f. Costs to the City, the CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.

g. Costs associated with preparing Special Tax disclosure statements.

h. Costs incurred in responding to public inquiries regarding the Special Taxes.

i. Costs to the City, the CFD, or designee thereof related to any appeal of the Special Taxes.

j. Costs associated with the release of funds from an escrow account, if any.

k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.

l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

Table 2. Annual Cost for FY 2025-26

Item	Amount
Beginning Special Tax Fund Balance [1]	$0.00
Total Funds Available for Annual Costs	**$0.00**
Debt Service Requirement	
March 1, 2026 Interest	$384,100.00
September 1, 2026 Interest	$384,100.00
September 1, 2026 Principal	$200,000.00
Total Debt Service	**$968,200.00**
CFD Administrative Expenses	
City Staff Costs (Priority Admin) [2]	$27,060.80
CFD Administration - EPS	$10,000.00
Trustee Fees	$2,200.00
Auditor Fees	$0.00
Arbitrage	$141,773.14
Arbitrage Consultant	$2,300.00
Tax Collection Services [3]	$0.00
Other Authorized Uses [4]	$216,615.01
CFD Administrative Expenses Total	**$399,948.96**
Delinquency Coverage [5]	$0.00
Total Annual Costs	**$1,368,148.96**

[1] The fund balance for the Special Tax Fund as of June 30, 2025 will be $1,098,956.72. These funds are be used to meet September 2025 principal and interest payments, CFD administration costs and PAYGO costs that occurred prior to FY 2025-26. This fund balance is expected to be $0 by September 30, 2025 once all obligations of the CFD for FY 2024-25 expenses are met.
[2] Priority admin was established as $25,000 annually in FY 2021-22, to be increased 2-percent in each following fiscal year. See Page 3 of the Series 2021 Bonds Official Statement for discussion of Priority Administration Expenses.
[3] The County adds a $2 charge per parcel for collection of direct charges placed on the property tax bill. As such, this amount is not included in these costs.
[4] Amounts specified for other uses allowed under Authorized Facilities, which may include Pay-As-You-Go Costs.
[5] An allowance for special tax delinquencies for the previous fiscal year, and amounts placed on the tax roll for draws on the Bond Reserve Fund. The County is using the Teeter Plan for FY 2025-26, so there are no special tax delinquency coverage requirements for FY 2025-26.

The City has identified costs of $27,061 for City staff costs for FY 2025-26. In addition to City costs, the City's tax administrator has identified costs totaling $10,000 for the fiscal year. Estimated Trustee costs are $2,200. Estimated arbitrage consultant is $2,300. Estimated arbitrage costs to the CFD are $141,773.14.

San Luis Obispo County (County) adds a $2 charge per parcel for the collection of the annual special tax levy. The County retains this $2 charge and remits the special tax levy amount for each parcel, as identified in this report. As such, the collection charges are not included in the annual cost calculation.

Debt Service

The special tax levy for FY 2025-26 will fund the debt service payments due in calendar year 2026. A principal payment in the amount of $200,000 is due September 1, 2026. Interest payments of $384,100 each are due March 1 and September 1, 2026. **Table 3** shows the debt service schedule. Total debt service costs for the FY 2025 26 levy are $968,200.

Other Authorized Costs of the CFD

The City is authorized to fund the annual costs identified above. Pay-as-you-go costs are included in this category. While not required under the provisions of the RMA, the City MAY levy the maximum special tax for "developed parcels" each fiscal year. Special tax revenues collected, that are not otherwise needed to fund administration of the CFD, debt service, or to replenish the bond reserve fund, may be allocated to pay-as-you-go costs identified by the developer.

The City has identified PAYGO costs in the amount of $216,615.01 for FY 2025-26. These special tax revenues may be used to fund certain costs associated with the Authorized Facilities.

Delinquency Coverage and Replenishment of the Bond Reserve Fund

The County employs the Teeter Plan for the direct charges, guaranteeing the City that all amounts levied will be remitted to the City.

Estimated Earnings on the Bond Reserve Fund and Other Special Funds

Annual costs may be offset by any interest earnings on the bond reserve fund, special tax fund, or any other funds where special tax revenues have been deposited. The City estimates that thre will be no interest earnings for FY 2025-26 to offset annual costs.

Table 3. Annual Debt Service

Period Ending September 1	Principal 9/1	Interest 3/1	Interest 9/1	Total Debt Service
2021	$0.00	$0.00	$178,486.67	$178,486.67
2022	$0.00	$391,800.00	$391,800.00	$783,600.00
2023	$130,000.00	$391,800.00	$391,800.00	$913,600.00
2024	$150,000.00	$389,850.00	$389,850.00	$929,700.00
2025	$175,000.00	$387,600.00	$387,600.00	$950,200.00
2026	$200,000.00	$384,100.00	$384,100.00	$968,200.00
2027	$230,000.00	$380,100.00	$380,100.00	$990,200.00
2028	$255,000.00	$375,500.00	$375,500.00	$1,006,000.00
2029	$285,000.00	$370,400.00	$370,400.00	$1,025,800.00
2030	$320,000.00	$364,700.00	$364,700.00	$1,049,400.00
2031	$355,000.00	$358,300.00	$358,300.00	$1,071,600.00
2032	$390,000.00	$351,200.00	$351,200.00	$1,092,400.00
2033	$425,000.00	$343,400.00	$343,400.00	$1,111,800.00
2034	$465,000.00	$334,900.00	$334,900.00	$1,134,800.00
2035	$505,000.00	$325,600.00	$325,600.00	$1,156,200.00
2036	$550,000.00	$315,500.00	$315,500.00	$1,181,000.00
2037	$595,000.00	$304,500.00	$304,500.00	$1,204,000.00
2038	$645,000.00	$292,600.00	$292,600.00	$1,230,200.00
2039	$695,000.00	$279,700.00	$279,700.00	$1,254,400.00
2040	$745,000.00	$265,800.00	$265,800.00	$1,276,600.00
2041	$805,000.00	$250,900.00	$250,900.00	$1,306,800.00
2042	$860,000.00	$234,800.00	$234,800.00	$1,329,600.00
2043	$920,000.00	$217,600.00	$217,600.00	$1,355,200.00
2044	$985,000.00	$199,200.00	$199,200.00	$1,383,400.00
2045	$1,055,000.00	$179,500.00	$179,500.00	$1,414,000.00
2046	$1,125,000.00	$158,400.00	$158,400.00	$1,441,800.00
2047	$1,195,000.00	$135,900.00	$135,900.00	$1,466,800.00
2048	$1,275,000.00	$112,000.00	$112,000.00	$1,499,000.00
2049	$1,355,000.00	$86,500.00	$86,500.00	$1,528,000.00
2050	$1,440,000.00	$59,400.00	$59,400.00	$1,558,800.00
2051	$1,530,000.00	$30,600.00	$30,600.00	$1,591,200.00
Totals	**$19,660,000.00**	**$8,272,150.00**	**$8,450,636.67**	**$36,382,786.67**

Source: Official Statement

4. Assignment of the Maximum Special Tax and Special Tax Levy for FY 2025 26

Each fiscal year, the Administrator will calculate the maximum amount of special tax revenue that may be collected from all taxable parcels in the CFD. First, the Administrator will increase the maximum special tax category for each tax category by the Tax Escalation Factor of 2 percent.

The annual assignment of the maximum special tax and determination of the special tax levy for FY 2025-26 are discussed below.

Assignment of the Special Tax

Each fiscal year, the Administrator assigns the special tax to all taxable parcels in the CFD. For LDR and MDR parcels, a minimum annual special tax and maximum annual special tax are assigned. For the 3 HDR categories, the minimum and maximum annual special taxes are the same.

Tax Categories

Table 4 shows the tax categories defined by the RMA, with the stated minimum and maximum annual special taxes. The first year in which the special tax was authorized was FY 2018-19 (as shown in **Table 4**). The minimum and maximum annual special tax is increased by the Tax Escalation Factor of 2 percent each fiscal year through FY 2025 26 for each tax category.

For LDR and MDR tax categories, 2 tax categories are established. For LDR, minimum annual special tax rates are the same for homes smaller than 1,850 building square feet and for those equal to or greater than 1,850 building square feet. For MDR, minimum annual special tax rates are the same for homes smaller than 1,600 building square feet and for those equal to or greater than 1,600 building square feet.

A higher maximum annual special tax rate is assigned to LDR and MDR parcels that have homes constructed that fall into the higher range of building square footages. Because the building square footage for a structure is not known until a building permit is issued, LDR and MDR parcels are taxed at the minimum annual special tax until a building permit has been issued, establishing the total building square footage for a parcel.

Table 4. Special Tax Rates by Tax Category

Tax Category	FY 2024-25 Minimum Annual Special Tax	FY 2024-25 Maximum Annual Special Tax	FY 2025-26 Minimum Annual Special Tax	FY 2025-26 Maximum Annual Special Tax
LDR				
1,850 SF and Greater	$2,961.81	$3,502.37	$3,021.04	$3,572.41
<1,850 SF	$2,961.81	$2,961.81	$3,021.04	$3,021.04
Workforce/Affordable Units	$0	$0	$0	$0
MDR				
1,600 SF and Greater	$2,421.25	$2,961.81	$2,469.67	$3,021.04
<1,600 SF	$2,421.25	$2,421.25	$2,469.67	$2,469.67
Workforce/Affordable Units	$0	$0	$0	$0
Townhomes				
Market Rate Units	$2,150.97	$2,150.97	$2,193.99	$2,193.99
Workforce/Affordable Units	$0	$0	$0	$0
Condominiums				
Market Rate Units	$1,801.86	$1,801.86	$1,837.90	$1,837.90
Workforce/Affordable Units	$0	$0	$0	$0
Efficiency Units				
Market Rate Units	$1,350.27	$1,350.27	$1,377.27	$1,377.27
Workforce/Affordable Units	$0	$0	$0	$0

[1] The Minimum and Maximum Annual Special Tax is increased by 2-percent each Fiscal Year following the Base Year of 2018-19.

Because the issuance of the initial building permit establishes the maximum annual square footage for a parcel, it is not intended that future additions to a residential structure will trigger a future increase in the maximum annual special tax established with the initial building permit.

HDR parcels will not see an increased maximum annual special tax because of the issuance of a building permit.

Assignment of Special Tax Priorities

The special tax levy is allocated to parcels based on the prioritization of land use development categories. The special tax allocation priorities are as follows:

- Developed Parcel—a parcel with an issued building permit.
- Final Map Parcel—a parcel created by the recordation of a final map.
- Large Lot Parcel—a parcel shown in **Map 2** or **Map 3**, as identified by Lot Number.
- Undeveloped Parcel—a parcel not otherwise defined above.

Table 5 shows the current development status of parcels by tax category and shows each tax category (LDR, MDR, and the 3 HDR categories), acreage, number of total units assigned to each tax category in the RMA, number of building permits issued, final maps lots, and undeveloped lots. The RMA specifies that building permits issued through May 1 of the previous fiscal year will become developed parcels for the upcoming fiscal year.

Table 5. Development Status of CFD Parcels

Tax Category	Acres	Original Total Units	Units Created by BPs [1]	Final Map Parcels	Large Lot Parcels	Tax Exempt	Total Taxed
Low Density Residential (LDR)							
1,850 sq. ft. and greater	15.51	98	143	0	0	0	143
Less than 1,850 sq. ft.		94	49	0	0	0	49
Workforce/Affordable Units		6	6	0	0	6	0
LDR Subtotal	**15.51**	**198**	**198**	**0**	**0**	**6**	**192**
Medium Density Residential (MDR)							
1,600 sq. ft. and greater	5.14	40	33	0	0	0	33
Less than 1,600 sq. ft.		37	44	0	0	0	44
Workforce/Affordable Units		6	6	0	0	6	0
MDR Subtotal	**5.14**	**83**	**83**	**0**	**0**	**6**	**77**
High Density Residential (HDR)							
Townhomes							
Lot 5	0.32	8	8	0	0	0	8
Lot 6	1.66	36	36	0	0	0	36
Lot 7	1.67	34	34	0	0	0	34
Workforce/Affordable Units		2	2	0	0	2	0
Townhomes Subtotal	**3.65**	**80**	**80**	**0**	**0**	**2**	**78**
Condominiums							
Lot 1	1.98	58	58	0	0	0	58
Lot 2	1.35	36	36	0	0	0	36
Workforce/Affordable Units		2	2	0	0	2	0
Condominiums Subtotal	**3.33**	**96**	**96**	**0**	**0**	**2**	**94**
Efficiency Units							
Lot 3	1.79	100	100	0	0	0	100
Lot 4	0.14	14	14	0	0	0	14
Workforce/Affordable Units		6	6	0	0	6	0
Efficiency Units Subtotal	**1.93**	**120**	**120**	**0**	**0**	**6**	**114**
Residential Use Totals	**29.55**	**577**	**577**	**0**	**0**	**22**	**555**

[1] Building permits issued through May 1, 2025.

There are building permits issued as of May 1, 2025, for the construction of 577 residential units. LDR has 198 building permits, and MDR has 83 building permits. Note that 6 of the building permits for MDR were issued as Workforce/Affordable Units, and 6 of the building permits for LDR were issued for Workforce/Affordable Units. Such parcels are tax-exempt.

Building permits have been issued for construction of 80 Townhome units (2 are Workforce/Affordable Units), 96 Condominium units (2 are Workforce/Affordable Units), and 120 Efficiency units (6 are Workforce/Affordable Units).

In total, 577 units have been created by issued building permits, with 540 of these units being taxable.

Allocation of the Special Tax for FY 2025 26

Table 6 shows the FY 2025-26 minimum and maximum annual special taxes from **Table 4** and the taxable units assigned by tax priority and category. The number of units for each category comes from **Table 5**.

By allocating 100 percent of the assigned special tax for all developed parcels, a total special tax levy of $1,368,148.96 would be assigned for developed parcels. Total special tax revenue available from final map parcels is $0. Total special tax revenue from large lot parcels is $0.

To generate the special tax revenues needed to fund Net Annual Costs of $1,368,148.96, Developed Parcels will need to be levied at 100 percent of the maximum annual special tax (generating $1,368,148.96).

The total recommended special tax levy for FY 2025-26 is $1,368,148.96.

Assignment of the Special Tax Levy to CFD Parcels

Appendix A shows the list of all CFD parcels, the assigned special tax from **Table 6**, and the special tax allocation per unit for each parcel, based on the categories assigned to each parcel.

Table 6. Allocation of the Special Tax for FY 2025-26

Tax Categories	Units	Assigned Special Tax [1]	Total Assigned Special Tax	Special Tax Allocation	Special Tax Allocation Per Unit [2]
Developed Parcels					
Low Density Residential (LDR)				*100%*	
1,850 square feet or greater	143	$3,572.41	$510,854.98	$510,854.98	$3,572.41
Less than 1,850 square feet	49	$3,021.04	$148,031.12	$148,031.12	$3,021.04
Workforce/Affordable Units	6	$0.00	$0.00	$0.00	$0.00
LDR Subtotal	**198**		**$658,886.10**	**$658,886.10**	
Medium Density Residential (MDR)				*100%*	
1,600 square feet or greater	33	$3,021.04	$99,694.43	$99,694.43	$3,021.04
Less than 1,600 square feet	44	$2,469.67	$108,665.66	$108,665.66	$2,469.67
Workforce/Affordable Units	6	$0.00	$0.00	$0.00	$0.00
MDR Subtotal	**83**		**$208,360.09**	**$208,360.09**	
Townhomes				*100%*	
Market Rate Units	78	$2,193.99	$171,131.19	$171,131.19	$2,193.99
Workforce Units	2	$0.00	$0.00	$0.00	$0.00
Townhomes Subtotal	**80**		**$171,131.19**	**$171,131.19**	
Condominium				*100%*	
Market Rate Units	94	$1,837.90	$172,762.32	$172,762.32	$1,837.90
Workforce Units	2	$0.00	$0.00	$0.00	$0.00
Condominium Subtotal	**96**		**$172,762.32**	**$172,762.32**	
Efficiency Units				*100%*	
Market Rate Units	114	$1,377.27	$157,009.25	$157,009.25	$1,377.27
Workforce Units	6	$0.00	$0.00	$0.00	$0.00
Efficiency Units Subtotal	**120**		**$157,009.25**	**$157,009.25**	
Developed Parcel Totals	**577**		**$1,368,148.96**	**$1,368,148.96**	
Final Map Parcels				*100.00%*	
Market Rate Low Density Residential	0	$3,021.04	$0.00	$0.00	n/a
Workforced Low Density Residential	0	$0.00	$0.00	$0.00	n/a
Market Rate Medium Density Residentia	0	$2,469.67	$0.00	$0.00	n/a
Workforce Medium Density Residential	0	$0.00	$0.00	$0.00	n/a
Townhomes					
Market Rate Units	0	$2,193.99	$0.00	$0.00	n/a
Workforce Units	0	$0.00	$0.00	$0.00	n/a
Condominium					
Market Rate Units	0	$1,837.90	$0.00	$0.00	n/a
Workforce Units	0	$0.00	$0.00	$0.00	n/a
Efficiency Units					
Market Rate Units	0	$1,377.27	$0.00	$0.00	n/a
Workforce Units	0	$0.00	$0.00	$0.00	n/a
Final Map Totals	**0**		**$0.00**	**$0.00**	
Undeveloped Parcels				*0%*	
Townhomes	0	$2,193.99	$0.00	$0.00	$0.00
Condominiums	0	$1,837.90	$0.00	$0.00	$0.00
Efficiency Units	0	$1,377.27	$0.00	$0.00	$0.00
Undeveloped Parcel Totals	**0**		**$0.00**	**$0.00**	
CFD Totals	**577**		**$1,368,148.96**	**$1,368,148.96**	

[1] From Table 4.
[2] Proposed special tax allocation per unit for FY 2025-26.

Appendix A: Proposed Special Tax Levy for FY 2025-26

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-153-004	OS	OS	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-005	Comm	UP	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-006	Hotel	DP	Tax-Exempt	$0.00	$0.00	100%	$0.00
053-153-007	Comm	UP	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-008	OS	OS	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-009	ROW	ROW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-010	OS	OS	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-011	Easement	Easement	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-012	Easement	Easement	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-013	OS	OS	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-014	OS	OS	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-153-015	OS	OS	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-001	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-002	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-003	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-004	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-005	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-006	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-007	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-008	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-009	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-010	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-011	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-012	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-013	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-014	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-015	LDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-016	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-017	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-018	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-019	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-020	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-021	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-022	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-023	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-024	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-025	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-026	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-027	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-028	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-029	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-030	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-031	LDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-032	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-033	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-034	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-035	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-036	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-154-037	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-038	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-039	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-040	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-041	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-042	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-043	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-044	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-045	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-046	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-047	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-048	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-049	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-050	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-051	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-052	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-053	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-054	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-055	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-056	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-057	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-058	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-059	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-060	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-061	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-062	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-063	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-064	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-065	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-066	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-067	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-068	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-069	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-070	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-071	LDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-072	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-073	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-154-074	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-075	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-076	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-077	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-154-078	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-079	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-080	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-154-081	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-001	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-002	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-003	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-155-004	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-005	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-006	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-007	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-008	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-009	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-010	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-011	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-012	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-013	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-014	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-015	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-016	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-017	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-018	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-019	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-020	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-021	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-022	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-023	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-024	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-025	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-026	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-027	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-028	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-029	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-030	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-031	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-032	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-033	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-034	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-035	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-036	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-037	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-038	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-039	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-040	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-041	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-042	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-043	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-044	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-045	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-046	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-047	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-048	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-049	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-050	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-051	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-155-052	LDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-053	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-054	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-055	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-056	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-057	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-058	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-059	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-060	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-061	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-062	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-063	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-064	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-065	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-066	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-067	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-068	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-069	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-070	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-071	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-072	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-073	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-155-074	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-075	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-155-076	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-077	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-078	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-079	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-080	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-155-081	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-001	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-002	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-003	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-004	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-005	LDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-006	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-007	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-008	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-009	LDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-010	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-011	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-012	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-013	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-014	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-015	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-016	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-017	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-018	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-156-019	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-020	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-021	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-022	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-023	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-024	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-025	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-026	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-027	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-028	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-029	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-030	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-031	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-032	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-033	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-034	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-035	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-036	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-037	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-038	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-039	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-040	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-041	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-042	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-043	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-044	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-045	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,021.04
053-156-046	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-047	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-048	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-049	LDR	DP	Taxable	$3,021.04	$3,572.41	100%	$3,572.41
053-156-050	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-051	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-052	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-053	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-054	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-055	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-056	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-057	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-058	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-059	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-060	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-061	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-062	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-063	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-064	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-065	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-066	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-156-067	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-068	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-069	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-070	MDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-071	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-072	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-073	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-074	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-075	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-076	MDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-077	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-078	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-156-079	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-156-080	MDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-156-081	Park	Park	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-157-001	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-002	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-003	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-004	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-005	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-006	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-007	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-008	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-009	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-010	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-011	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-012	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-013	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-014	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-015	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-016	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-017	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-018	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-019	MDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-157-020	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-021	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-022	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-023	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-024	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-025	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-026	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-027	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-028	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-029	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-030	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-031	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-032	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-033	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-157-034	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-035	MDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-157-036	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-037	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-038	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-039	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-040	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-041	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-042	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-043	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-044	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-045	MDR	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-157-046	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-047	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-048	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-049	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-050	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-051	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-157-052	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-053	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$2,469.67
053-157-054	MDR	DP	Taxable	$2,469.67	$3,021.04	100%	$3,021.04
053-601-008	ROW	ROW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-601-009	ROW	ROW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-601-011	HOA	HOA	Tax-Exempt	$0.00	$0.00	0%	$0.00
)53-601-015-00	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-601-016	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-017	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-018	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-019	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-020	HDR-CON	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-601-021	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-022	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-023	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-024	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-025	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-026	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-027	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-028	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-029	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-030	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-031	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-032	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-033	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-034	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-035	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-036	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-037	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-038	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-601-039	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-040	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-601-041	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-051	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-052	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-053	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-054	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-055	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-056	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-057	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-058	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-059	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-060	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-061	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-062	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-063	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-064	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-065	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-066	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-067	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-068	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-069	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-070	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-071	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-072	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-601-073	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-026	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-602-028	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-602-030	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-602-031	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-032	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-033	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-034	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-035	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-036	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-037	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-038	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-039	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-040	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-041	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-042	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-043	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-044	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-045	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-046	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-047	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-048	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-049	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-602-050	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-051	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-052	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-053	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-054	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-055	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-602-056	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-057	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-058	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-059	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-060	HDR-CON	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-602-061	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-062	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-063	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-064	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-065	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-066	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-067	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-068	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-602-069	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-070	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-071	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-072	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-073	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-074	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-075	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-076	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-077	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-078	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-079	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-602-080	HDR-CON	DP	Taxable	$1,837.90	$1,837.90	100%	$1,837.90
053-603-003	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-004	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-005	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-006	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-007	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-008	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-009	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-010	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-011	HDR-TH	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-012	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-013	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-014	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-015	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-018	HDR-TH	UP	Taxable	$2,193.99	$2,193.99	0%	$0.00
053-603-020	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-021	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-022	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-603-023	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-024	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-025	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-026	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-027	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-028	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-029	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-030	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-031	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-032	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-033	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-034	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-035	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-036	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-037	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-038	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-039	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-040	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-041	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-042	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-043	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-044	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-045	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-046	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-047	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-048	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-049	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-050	HDR-TH	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-051	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-052	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-053	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-054	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-055	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-056	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-057	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-058	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-059	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-060	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-061	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-062	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-063	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-064	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-065	HDR-TH	Exempt	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-603-066	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-067	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-068	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-069	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-070	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-603-071	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-072	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-073	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-074	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-075	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-076	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-077	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-078	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-079	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-080	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-081	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-082	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-083	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-603-084	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-001	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-002	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-003	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-004	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-005	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-006	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-007	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-008	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-009	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-010	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-011	HDR-EFF	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-012	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-013	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-014	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-015	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-016	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-017	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-018	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-019	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-020	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-021	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-022	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-023	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-024	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-025	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-026	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-027	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-028	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-029	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-030	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-031	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-032	HDR-EFF	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-033	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-034	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-604-035	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-036	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-037	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-038	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-039	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-040	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-041	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-042	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-043	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-044	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-045	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-046	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-047	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-048	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-049	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-050	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-051	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-052	HDR-EFF	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-053	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-054	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-055	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-056	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-057	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-058	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-059	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-060	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-061	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-062	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-064	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-065	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-066	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-067	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-068	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-069	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-070	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-071	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-072	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-073	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-074	HDR-EFF	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-604-075	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-076	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-077	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-078	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-079	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-080	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-081	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-082	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-604-083	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-604-084	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-001	CA	CA	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-605-002	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-003	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-004	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-005	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-006	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-007	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-008	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-009	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-010	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-011	HDR-EFF	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-605-012	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-013	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-014	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-015	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-016	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-017	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-018	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-019	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-020	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-021	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-022	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-023	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-024	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-025	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-026	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-027	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-028	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-029	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-030	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-031	HDR-EFF	AW	Tax-Exempt	$0.00	$0.00	0%	$0.00
053-605-032	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-033	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-034	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-035	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-036	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-037	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-038	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-039	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-040	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-041	HDR-EFF	DP	Taxable	$1,377.27	$1,377.27	100%	$1,377.27
053-605-042	CA	CA	Tax-Exempt	$2,193.99	$2,193.99	0%	$0.00
053-605-043	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-605-044	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-605-045	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-605-046	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-605-047	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use [1]	Tax Category [1]	Tax Status	Minimum Annual Special Tax	Maximum Annual Special Tax	Tax Allocation	Proposed Special Tax Levy [2]
053-605-048	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-605-049	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
053-605-050	HDR-TH	DP	Taxable	$2,193.99	$2,193.99	100%	$2,193.99
Total							**$1,368,148.96**

"2526_levy"

[1] See notes below.

Land Use
MDR = Medium Density Residential
LDR = Low Density Residential
HDR-TH = High Density Residential - Townhomes
HDR-CON = High Density Residential - Condominiums'
HDR-EFF = High Density Residential - Efficiency Units
CA = Common Area
HOA = Homeowners Association Parcel
Comm = Commercial
OS = Open Space
ROW = Public right-of-way

Tax Status
DP = Developed Parcel
FM = Final Map Parcel
AW = Affordable/Work Force Parcel

[2] May not sum due to rounding.

Department: Finance
Cost Center: 2001
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Emily Jackson, Finance Director
Prepared By: Brent Taylor – Financial Analyst, Infrastructure Finance

SUBJECT: ANNUAL SPECIAL TAX LEVY REPORT FOR THE COMMUNITY FACILITIES DISTRICT NO. 2017-1 (AVILA RANCH) FOR FISCAL YEAR 2025-2026

RECOMMENDATION

Receive and file the Avila Ranch CFD No. 2017-1 (Services) – FY 2025-26 Tax Report

REPORT-IN-BRIEF

The Avila Ranch CFD Annual Tax Report (FY 2025-2026) (Attachment A) identifies all parcels of land within the boundaries of the City of San Luis Obispo Community Facilities District No. 2017-1 (Avila Ranch). The special tax attributed to each parcel was computed pursuant to the Amended Rate, Method of Apportionment, and Manner of Collection of Special Tax as approved by Council in Resolution No. 10844.

The Avila Ranch CFD Annual Tax Report (FY 2025 - 2026) (Attachment A) is divided into four chapters: (1) An Introduction, which describes the purpose of the CFD and structure of the report, (2) The Taxable Land Uses, which describes the different types of land uses within the boundaries of the CFD, (3) Annual CFD Costs, which determines the expected annual expenditures of the CFD, and (4) Assignment of the Maximum Special Tax, and Special Tax levy for FY 2025-2026, which determines the maximum amount of special tax for each parcel and the amount of the levy to submit to the County for each parcel.

Each fiscal year, the District Administrator, Economic and Planning Systems, Inc. (EPS), calculates the maximum amount of special tax revenue that may be collected from all taxable parcels in the CFD. Since the district is currently in construction phases, the Amended Rate, Method of Apportionment, and Manner of Collection of Special Tax ("RMA") specifies that the levy for each fiscal year is to be based on the total number of building permits issued, as of July 1st of each year. As of July 1, 2025, the City had issued a total of 210 building permits since the start of the project, 27 for Single Family Residential units under 1,500 sq. ft. and 183 for Single Family Residential units over 1,500 sq. ft. Properties with smaller than 1500 sq. ft. are taxed at a lower rate than properties greater than 1500 sq. ft.

Each year the District Administrator works with city staff to determine the Annual Costs of the CFD. Expected Service Costs[1] of the CFD for fiscal year 2025-2026 are expected to be $697,985 which includes maintenance and lighting, flood and storm protection services, police protection services, fire services, and paramedic services. There are no expected facilities costs of the CFD for fiscal year 2025-2026, however, the Facilities Special Tax levy will still be included at the maximum allowed rate in the amount of $69,266. Since there are no expected facilities costs for FY 2025-2026, the City will hold the revenue generated from the Infrastructure Special Tax for facilities needed in subsequent years. Likewise, any Services Special Tax revenue not expended throughout the fiscal year will be held in the City's Avila Ranch CFD Fund for subsequent years' obligations.

By allocating 100 percent of the assigned maximum special tax for all developed parcels, the total special tax levy to be submitted to the County for the FY 2025-2026 will be $767,251, which is comprised of $697,985 for Service Costs and $69,266 for Facilities Costs. The CFD Administrator submitted the tax levy to the County on 7/16/2025.

POLICY CONTEXT

On September 19, 2017, the City Council adopted Resolution No. 10832 certifying the Final Environmental Report for the Project and CEQA findings for the Avila Ranch project and on October 3, 2017, Ordinance No. 1639 was adopted approving the Development Agreement between the City of San Luis Obispo and Avila Ranch, LLC. The City Council agreed the Development Agreement was consistent with the objectives, policies, general land uses, and programs specified in the General Plan of the City of San Luis Obispo, and the Airport Area Specific Plan.

The adopted Development Agreement required the establishment of a funding mechanism to cover the City's General Fund shortfall for serving the Avila Ranch development. To be consistent with this requirement, the Avila Ranch Communities Facilities District (CFD) was formed with the adoption of Resolution No. 10844 on October 24, 2017. A CFD, as enabled by the Mello-Roos Community Facilities Act of 1982, allows a local jurisdiction to levy a special tax within a specified area to pay for public services, public facilities, and/or maintenance of infrastructure needed within that area. Over the past three decades, CFDs have become a common mechanism for cities to fund services and finance development-related infrastructure, and the use of a CFD, in this case, is consistent with the City's General Plan.

[1] This is the maximum amount of Service Costs that can be collected pursuant to the RMA and is not necessarily the same as the total cost to provide these services.

The General Plan provides specific policies related to the funding of infrastructure noted below:

> 1.13.6. Required Plans: The City shall not allow the development of any newly annexed private land until the City has adopted a specific development plan for land uses, open space protection, roads, utilities, the overall pattern of subdivision, and financing of public facilities for the area.
>
> 1.13.9. Costs of Growth: The City shall require the costs of public facilities and services needed for new development to be borne by the new development unless the community chooses to help pay the costs for a certain development to obtain community-wide benefits. The City shall consider a range of options for financing measures so that new development pays its fair share of costs of new services and facilities which are required to serve the project, and which are reasonably related to the growth attributable to the development.

This report and the levying of the special tax are consistent with these General Plan policies and with the City's Local Goals and Policies for Community Facilities Districts.

DISCUSSION

Background

The Avila Ranch Development Agreement was approved with Ordinance No. 1639 on September 19, 2017, and provided the basis for the formation of the Avila Ranch CFD. On October 28, 2017, the City Council, as the legislative body of the CFD, adopted Resolution No. 10844 establishing the Avila Ranch Community Facilities District No. 2017-1). On November 21, 2017, the City Council adopted Ordinance No. 1642, approving the levy of a special tax on an annual basis and solely within the boundaries of the Avila Ranch CFD.

The CFD for Avila Ranch is authorized to levy a special tax within the district to fund various municipal services and public infrastructure / facilities within its boundaries. The special tax revenue generated by the annual levy is to be used on authorized costs identified in Exhibit B of the RMA. Examples of these costs include municipal services (electricity, landscape maintenance), Public Safety (Police, Ambulance, Paramedic), authorized infrastructure/ facilities, administrative expenses, and incidental expenses.

The City has already established the necessary accounts with the County of San Luis Obispo Tax Collector to administer the special tax within the Avila Ranch CFD. All necessary documentation and information were provided to the County of San Luis Obispo Tax Collector in proper form and required timelines to bill and collect the special tax on the secured property tax roll of the County beginning in FY 2022-23. The City is currently on a teeter plan with the County of San Luis Obispo, which ensures 100% of the Special Tax Revenue levied will be provided to City regardless of if the County can collect the full amount or not. Collection of delinquent special taxes is pursued only by the County and since City is entitled to the full levy amount through the teeter plan, there is no concern regarding a lack of revenue from delinquent parcels to fund the annual costs identified each year. This does not exclude the City's right to utilize any other lawful means of billing, collecting, and enforcing the special tax, including direct billing, supplemental billing, and, when lawfully available, judicial foreclosure of the special tax lien.

The City of San Luis Obispo has established the Avila Ranch CFD Fund which is managed and controlled by City Finance Department. This fund was established to receive revenue from Special Taxes and for paying expenses of the CFD. This fund is budgeted annually through the City's Financial Plan cycle and generally follows the budget identified in the Avila Ranch CFD Annual Tax Report (FY 2025-2026) (**Attachment A**) presented to the City Council with this item.

Previous Council or Advisory Body Action
On September 19, 2017, Council adopted Resolution No. 10832 Certifying the Final EIR for and approval of the Avila Ranch Development Plan, Airport Areas Specific Plan Amendment, General Plan Amendment, and Vesting Tentative Tract Map No. 3089.

On September 19, 2017, Council adopted Resolution No. 10833 declaring its intention to establish the Avila Ranch CFD pursuant to the Mello-Roos Community Facilities Act of 1982 and to levy a special tax.

On October 3, 2017, Council adopted Ordinance No. 1638 rezoning property at 175 Venture Drive to be consistent with the Avila Ranch Development Plan.

On October 3, 2017, Council adopted Ordinance No. 1639 approving the Development Agreement between the City of San Luis Obispo and Avila Ranch.

On October 24, 2017, Council adopted Resolution No. 10844 establishing the Avila Ranch Community Facilities District No. 2017-1, submitting the levy of a special tax, the establishment of an appropriations limit to the electors of the district and adopting an addendum to the Final EIR.

On November 7, 2017, Council adopted Resolution No. 10846 certifying the results of the October 26, 2017 special election of the district, establishing an appropriations limit for the district and making findings pursuant to section 53328 and 53328.3 of the California Government Code.

On November 21, 2017, Council adopted Ordinance No. 1642 levying a special tax against non-exempt real property within the CFD to finance certain facilities, services and incidental expenses.

On April 16, 2019, Council adopted Ordinance No. 1662 Approving a First Amendment to the Development Agreement between the City of San Luis Obispo and Avila Ranch.

Public Engagement
The annual special tax report requires a "notify" level of public engagement that was accomplished through the publication of the agenda, associated report, and the consideration of the report during a public session of the City Council. Public comments can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

The Community Development Department, the Finance Department, the Community Services Group, and the City Attorney Office concur with the information contained in this report as presented.

ENVIRONMENTAL REVIEW

Annual special tax reporting for the City of San Luis Obispo Community Facilities District No. 2017-1 (Avila Ranch) is categorically exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15306 (Information Collection) and the action otherwise qualifies for a "general rule" exemption according to Section 15061(b)(3), which covers activities "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Annual reporting does not change any aspect of the approved Avila Ranch project, nor does it introduce the potential for any new environmental impacts. Under Section 15306, the Secretary for the California Natural Resources Agency has concluded that "basic data collection, research, and resource evaluation activities which do not result in serious or major disturbance to an environmental resource" are exempt from CEQA. Therefore, the proposed action is categorically exempt from further analysis under CEQA.

FISCAL IMPACT

Budgeted: Yes Budget Year: 2025-2026
Funding Identified: Yes

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 are no funding requests associated with this item. The annual report was prepared by the CFD Administrator and the cost for preparation of the report was paid by Avila Ranch CFD Fund, which budgets for this expense each year through the Annual Tax Report and the City's Financial Plan cycles. The FY 2025-26 budget for the CFD was approved by Council with adoption of the 2025-27 Financial Plan on June 17, 2025, and generally follows the budget identified in the Annual Tax Report being presented to the City Council with this item.

ALTERNATIVES

Council could decide not to receive and file the Special Tax Annual Report for Avila Ranch. The Annual Tax Report is provided to the public for transparency purposes since the first year's special taxes were levied. This annual report is not a requirement of the CFD under the Mello-Roos Act.

ATTACHMENTS

A - Avila Ranch CFD No. 2017-1 (Services) – FY 2025-26

Economic & Planning Systems, Inc.
The Economics of Land Use

AVILA RANCH CFD NO. 2017-1 (SERVICES)—FY 2025-26

DRAFT REPORT

Prepared for:
City of San Luis Obispo

Prepared by:
Economic & Planning Systems, Inc.

July 15, 2025

EPS #242065

Table of Contents

1. Introduction 1

Purpose of the CFD 1
Structure of this Report 2

2. Taxable CFD Land Uses 3

3. Annual CFD Costs 4

Annual Costs for FY 2025-26 4
Authorized Services Costs 5
Authorized Infrastructure Costs 6

4. Assignment of the Maximum Special Tax and Special Tax Levy for FY 2025-26 7

Annual Special Tax Escalation Process 7
Assignment of the Special Tax 9
Tax Categories 9
Assignment of Special Tax Priorities 10
Allocation of the Special Tax for FY 2025 26 11
Assignment of the Special Tax Levy to CFD Parcels 11

List of Tables

Table 1 Planned CFD Land Uses 3
Table 2 Annual CFD Costs - FY 2025-26 5
Table 3 Annual Special Tax Escalation Calculation 8
Table 4 Annual Services Special Tax Escalator 9
Table 5 Proposed Annual Special Tax Levy - FY 2025-26 10

1. Introduction

The City of San Luis Obispo (City) created a Mello-Roos Community Facilities District (CFD) for the Avila Ranch development (Project), located at the northeast corner of Buckley Road and Vachell Lane. The CFD was formed in 2017 to create a land-secured funding mechanism to help fund authorized services and facilities of the CFD. The Avila Ranch Development Plan allows up to 720 dwelling units; a "Town Center" with 15,000 square feet of local-serving retail and office uses; 18 acres of pocket parks, mini-parks, and neighborhood parks; and 53 acres of open space, including riparian corridors and farmed agricultural land.

EPS prepared the "Avila Ranch Financing Plan" (Financing Plan) in August 2017, which addressed how the services and infrastructure needed to serve the Project will be funded. The Financing Plan set out the costs and cost allocations to land uses that served as the basis for maximum special tax rates established in the Rate and Method of Apportionment (RMA).

Purpose of the CFD

The authorized services to be funded from the levy and collection of annual special taxes include those set forth below in addition to the costs associated with collecting and administering the special taxes, annually administering the CFD, and forming the CFD.

These are the authorized services to be funded:

1. Maintenance and lighting of parks, parkways, streets, roads, and open space.
2. Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems.
3. Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.
4. Fire protection and suppression services, and ambulance and paramedic services.
5. Maintenance and operation of any real property or other tangible property with an estimated useful life of 5 or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2.

The authorized facilities to be funded from the levy and collection of annual special taxes include those set forth below. These are the authorized services to be funded:

1. Local park, recreation, parkway, and open space facilities.
2. The district may also finance the construction or undergrounding of water transmission and distribution facilities, natural gas pipeline facilities, telephone lines, facilities for the transmission or distribution of electrical energy, and cable television lines to provide access to those services to customers who do not have access to those services or to mitigate existing visual blight.
3. The district may also finance the acquisition, improvement, rehabilitation, or maintenance of any real or other tangible property, whether privately or publicly owned, for flood and storm protection services, including, but not limited to, storm drainage and treatment systems and sandstorm protection systems.
4. A community facilities district may also finance the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of 5 years or longer or may finance planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real or tangible property. The facilities need not be physically located in the district.

The CFD was authorized to begin collecting the special tax in Fiscal Year (FY) 2018-19. FY 2025-26 will be the fourth year in which the special tax will be levied against taxable parcels of the CFD.

Structure of this Report

This report is divided into 4 chapters, including this introductory chapter, and includes **Appendix A**: Proposed Special Tax Levy for FY 2025-26.

2. Taxable CFD Land Uses

CFD land uses are shown in **Table 1**. Single-family and multifamily land uses show the estimated number of planned units based on the building square footage. Residential units are identified as being either greater than or equal to 1,500 building square feet or fewer than 1,500 building square feet. A total of 720 planned units are expected to be constructed in the CFD.

There are 398 single-family planned units and 322 multifamily planned units, as shown in **Table 1**. Of the 322 multifamily planned units, 32 planned units are expected to be affordable housing units.

A "developed parcel" is a parcel with a building permit issued for residential uses. As of July 1, 2024, there are a total of 210 developed parcels. Of these developed parcels, 183 have single-family residential units that are greater than or equal to 1,500 building square feet. The remaining 27 developed parcels have single-family residential units that are fewer than 1,500 building square feet.

Table 1 Planned CFD Land Uses

Land Use Category	Planned Units	Developed Parcels
Single Family Residential - ≥ 1,500 Sq. Ft.	322	183
Single Family Residential - <1,500 Sq. Ft.	76	27
Multifamily Residential - ≥ 1,500 Sq. Ft.	38	0
Multifamily Residential - < 1,500 Sq. Ft.	252	0
Affordable Multifamily Residential	32	0
Commercial Uses	n/a	n/a
Public and Deed Restricted Land	n/a	n/a
Totals	**720**	**210**

3. Annual CFD Costs

The RMA identifies authorized costs of the CFD that can be funded through the annual levy of the special tax on taxable parcels. The amount of the annual levy is determined by the annual costs of the CFD, as established by the Administrator. This chapter discusses annual CFD costs for FY 2025-26.

Annual Costs for FY 2025-26

The RMA defines Annual Services Costs and Annual Infrastructure Costs. Annual Services Costs are identified as:

1. Authorized Services costs for such Fiscal Year.
2. Administrative Expenses for such Fiscal Year.
3. Any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

The Annual Facilities Costs are identified as:

1. Authorized Facilities costs for such Fiscal Year.
2. Any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

Table 2 identifies the total annual costs for FY 2025 26 as $767,251. These costs are detailed below.

Table 2 Annual CFD Costs - FY 2025-26

Item	Amount [1]
Authorized Services Costs	
Authorized Services Costs	$682,985
Annual CFD Administration	$15,000
Amount Needed to Cure Delinquencies	$0
Total Authorized Services Costs	**$697,985**
Authorized Infrastructure Costs	
Authorized Infrastructure Costs	$69,266
Amount Needed to Cure Delinquencies	$0
Total Authorized Infrastructure Costs	**$69,266**
Total CFD Costs for FY 2025-26	**$767,251**

[1] May not sum due to rounding.

Authorized Services Costs

The estimated Authorized Services costs for the CFD in FY 2025-26 are $697,985.

CFD Administrative Costs

The City is authorized to fund the costs associated with administration of the CFD each fiscal year, the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, and any other costs required to administer the CFD as determined by the City.

The City has identified costs of $15,000 for City staff for FY 2025-26.

San Luis Obispo County (County) adds a $2 charge per parcel for the collection of the annual special tax levy. The County retains this $2 charge and remits the special tax levy amount for each parcel, as identified in this report. As such, the collection charges are not included in the annual cost calculation.

Amount Needed to Cure Delinquencies

There are no past delinquencies in the collection of the special tax. The County guarantees 100-percent allocation of special taxes levied through the Teeter Plan.

Total Annual Service Costs of the CFD

Total Annual Services Costs of the CFD are $697,985 for FY 2025-26.

Authorized Infrastructure Costs

The estimated Authorized Infrastructure costs for the CFD in FY 2025-26 are $69,266. This is the total amount of infrastructure special taxes to be levied for FY 2025-26.

Amount Needed to Cure Delinquencies

There are no past delinquencies in the collection of the special tax. The County guarantees 100-percent allocation of special taxes levied through the Teeter Plan.

Total Annual Infrastructure Costs of the CFD

Total Annual Infrastructure Costs of the CFD are $69,266 for FY 2025-26. This is the total amount of infrastructure special taxes to be levied for FY 2025-26.

4. Assignment of the Maximum Special Tax and Special Tax Levy for FY 2025-26

Each fiscal year, the Administrator will apply the Services Special Tax Escalation Factor to the Services Special Tax to calculate the maximum amount of special tax revenue that may be collected from all taxable parcels in the CFD. First, the Administrator will increase the Services Special Tax by the Services Special Tax Escalation Factor for each tax category and will increase the Infrastructure Special Tax by the Infrastructure Special Tax Escalation Factor.

The annual assignment of the maximum special tax and determination of the special tax levy for FY 2025 26 are discussed below.

Annual Special Tax Escalation Process

Services Special Tax Escalation Factor

The Services Special Tax is escalated by the annual percentage increase in the Services Special Tax based on the Consumer Price Index (CPI) (prior calendar year annual average, San Francisco, All Urban Consumers [CPI-U] Index), the CPI (prior calendar year annual average, Pacific West Cities, (All Urban Wage Earners and Clerical Workers), or the Municipal Cost Index annual average, whichever is greater, but not exceeding 4 percent.

Table 3 shows the Services Special Tax by tax category for FY 2024 25, the escalation factor used for FY 2025 26, and the new Services Special Tax by tax category. **Table 4** shows the results of the 3 indices. The Pacific West Cities, (All Urban Wage Earners and Clerical Workers) increased by an amount greater than 4 percent. The “not-to-exceed” escalation factor of 4 percent was used as a result.

Table 3 Annual Special Tax Escalation Calculation

Land Use	FY 2024-25 Special Tax	Escalation Factor [1]	FY 2025-26 Special Tax
Services Special Tax			
Single Family Residential - ≥ 1,500 Sq. Ft.	$3,377.82	102.81%	$3,472.62
Single Family Residential - <1,500 Sq. Ft.	$2,251.46	102.81%	$2,314.65
Multifamily Residential - ≥ 1,500 Sq. Ft.	$3,377.82	102.81%	$3,472.62
Multifamily Residential - < 1,500 Sq. Ft.	$2,251.46	102.81%	$2,314.65
Affordable Multifamily Residential	$1,125.73	102.81%	$1,157.33
Infrastructure Special Tax			
Single Family Residential - ≥ 1,500 Sq. Ft.	$337.85	102.00%	$344.61
Single Family Residential - <1,500 Sq. Ft.	$225.23	102.00%	$229.74
Multifamily Residential - ≥ 1,500 Sq. Ft.	$337.85	102.00%	$344.61
Multifamily Residential - < 1,500 Sq. Ft.	$225.23	102.00%	$229.74
Affordable Multifamily Residential	$112.62	102.00%	$114.87
Total Special Tax			
Single Family Residential - ≥ 1,500 Sq. Ft.	$3,715.67		$3,817.23
Single Family Residential - <1,500 Sq. Ft.	$2,476.69		$2,544.39
Multifamily Residential - ≥ 1,500 Sq. Ft.	$3,715.67		$3,817.23
Multifamily Residential - < 1,500 Sq. Ft.	$2,476.69		$2,544.39
Affordable Multifamily Residential	$1,238.35		$1,272.19

[1] From Table 4.

Table 4 Annual Services Special Tax Escalator

Calendar Year	CPI - U San Francisco (1)	CPI - W Pacific Division (2)	MCI (3)	Annual Escalation (4)
2018	3.87%	3.10%	2.63%	**3.87%**
2019	3.31%	2.60%	1.17%	**3.31%**
2020	1.72%	1.70%	1.77%	**1.77%**
2021	3.21%	4.90%	10.82%	**4.00%**
2022	4.05%	8.38%	6.69%	**4.00%**
2023	3.48%	4.05%	1.92%	**4.00%**
2024	2.81%	2.76%	1.69%	**2.81%**

(1) https://data.bls.gov/timeseries/CUURS49BSA0&output_view=pct_12mths
(2) https://data.bls.gov/timeseries/CWUR0490SA0&output_view=pct_12mths
(3) https://www.americancityandcounty.com/municipal-cost-index/
(4) Services Special Tax Escalator is based on the highest inflator among the three options, but not to exceed 4%.

Infrastructure Special Tax Escalation Factor

The Infrastructure Special Tax Escalator is set at 2 percent annually. Table 3 shows the Infrastructure Special Tax for FY 2024-25 and the 102 percent special tax as increased for FY 2025 26.

Assignment of the Special Tax

Each fiscal year, the Administrator assigns the special tax to all taxable parcels in the CFD. Land use categories which correspond to the special tax categories include single-family, multifamily, and affordable housing uses.

Tax Categories

As building permits for residential uses are issued for parcels in the CFD, the special tax for services and infrastructure are assigned based on land use density (single-family versus multifamily use) and by building square footage of the residential units. Multifamily units will be further identified as market-rate or affordable housing.

Table 5 shows the Services Special Tax and Infrastructure Special Tax rates by tax category for FY 2025 26. These rates come from **Table 3**. Note that the special tax rates shown are not rounded.

Table 5 Proposed Annual Special Tax Levy - FY 2025-26

Land Use	FY 2025-26 Special Tax [1] [2]	Developed Parcels [3]	Allocation	Proposed Special Tax Levy [1] [2]
Services Special Tax				
Single Family Residential - ≥ 1,500 Sq. Ft.	$3,472.62	183	100%	$635,489.56
Single Family Residential - <1,500 Sq. Ft.	$2,314.65	27	100%	$62,495.58
Multifamily Residential - ≥ 1,500 Sq. Ft.	$3,472.62	0	0%	$0.00
Multifamily Residential - < 1,500 Sq. Ft.	$2,314.65	0	0%	$0.00
Affordable Multifamily Residential	$1,157.33	0	0%	$0.00
Total Services Special Tax		**210**		**$697,985.13**
Infrastructure Special Tax				
Single Family Residential - ≥ 1,500 Sq. Ft.	$344.61	183	100%	$63,062.84
Single Family Residential - <1,500 Sq. Ft.	$229.74	27	100%	$6,202.90
Multifamily Residential - ≥ 1,500 Sq. Ft.	$344.61	0	0%	$0.00
Multifamily Residential - < 1,500 Sq. Ft.	$229.74	0	0%	$0.00
Affordable Multifamily Residential	$114.87	0	0%	$0.00
Total Infrastructure Special Tax		**210**		**$69,265.75**
Total Special Tax Levy				**$767,250.88**

[1] From Table 3.
[2] Amounts are not rounded.
[3] From Table 1.

Assignment of Special Tax Priorities

The special tax levy is allocated only to developed parcels, which are parcels with an issued building permit for residential uses. Final map parcels or undeveloped parcels, as defined in the RMA, as not taxable under the CFD.

Table 5 shows the current development status of parcels by tax category and shows each tax category (single-family, multifamily, and multifamily affordable) and developed parcels assigned to each tax category in the RMA.

There is a total of 210 building permits issued as of July 1, 2025. All building permits were issued for single-family uses. There were 183 building permits issued for homes greater than or equal to 1,500 building square feet, and 27 building permits for homes fewer than 1,500 building square feet.

Allocation of the Special Tax for FY 2025 26

Table 5 shows the FY 2025-26 minimum and maximum annual special taxes and the proposed allocation of the special tax. By allocating 100 percent of the assigned special tax for all developed parcels, the results total special tax levies of $697,985 for Annual Services Costs and $69,266 for Infrastructure Costs.

Total special tax revenue available from developed parcels is $767,251.

The total recommended special tax levy for FY 2025 26 is $767,251.

Assignment of the Special Tax Levy to CFD Parcels

Appendix A shows the list of all CFD parcels, the assigned special tax from **Table 5**, and the special tax allocation per unit for each parcel, based on the categories assigned to each parcel.

Appendix A

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use Tax Category [1]	Developed Parcel	Bldg. SF.	Services Special Tax	Facilities Special Tax	Proposed Special Tax Levy
053-290-005	UND	N		$0.00	$0.00	$0.00
053-290-006	UND	N		$0.00	$0.00	$0.00
053-290-007	UND	N		$0.00	$0.00	$0.00
053-290-008	UND	N		$0.00	$0.00	$0.00
053-290-009	UND	N		$0.00	$0.00	$0.00
053-290-012	UND	N		$0.00	$0.00	$0.00
053-290-013	UND	N		$0.00	$0.00	$0.00
053-290-014	UND	N		$0.00	$0.00	$0.00
053-291-001	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-002	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-003	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-291-004	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-005	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-006	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-291-007	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-008	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-009	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-010	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-011	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-291-012	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-013	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-014	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-015	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-291-016	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-017	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-018	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-019	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-291-020	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-021	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-022	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-291-023	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-024	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-025	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-291-026	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-291-027	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-291-028	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-291-029	UND	N		$0.00	$0.00	$0.00
053-291-030	UND	N		$0.00	$0.00	$0.00
053-292-001	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-002	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-003	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-004	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-005	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-006	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-007	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-008	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-009	SFR	Y	1811	$3,472.62	$344.61	$3,817.23

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use Tax Category [1]	Developed Parcel	Bldg. SF.	Services Special Tax	Facilities Special Tax	Proposed Special Tax Levy
053-292-010	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-011	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-012	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-013	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-014	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-015	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-016	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-017	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-018	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-019	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-020	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-021	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-022	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-023	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-292-024	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-025	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-026	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-027	SFR	Y	2006	$3,472.62	$344.61	$3,817.23
053-292-028	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-292-029	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-030	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-031	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-032	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-033	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-034	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-035	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-036	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-037	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-292-038	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-039	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-040	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-041	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-042	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-292-043	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-044	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-045	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-046	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-292-047	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-048	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-292-049	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-292-050	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-292-051	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-292-052	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-053	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-054	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-292-055	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-292-056	SFR	Y	1708	$3,472.62	$344.61	$3,817.23

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use Tax Category [1]	Developed Parcel	Bldg. SF.	Services Special Tax	Facilities Special Tax	Proposed Special Tax Levy
053-292-057	UND	N		$0.00	$0.00	$0.00
053-293-001	SFR	Y	1551	$3,472.62	$344.61	$3,817.23
053-293-002	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-293-003	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-293-004	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-293-005	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-006	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-293-007	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-008	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-293-009	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-010	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-293-011	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-012	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-293-013	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-293-014	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-015	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-016	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-017	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-293-018	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-019	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-293-020	SFR	N	0	$0.00	$0.00	$0.00
053-293-021	SFR	N	0	$0.00	$0.00	$0.00
053-293-022	SFR	N	0	$0.00	$0.00	$0.00
053-293-023	SFR	N	0	$0.00	$0.00	$0.00
053-293-024	SFR	N	0	$0.00	$0.00	$0.00
053-293-025	SFR	N	0	$0.00	$0.00	$0.00
053-293-026	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-027	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-293-028	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-293-029	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-293-030	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-293-031	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-293-032	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-293-033	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-034	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-293-035	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-293-036	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-037	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-038	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-293-039	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-293-040	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-041	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-293-042	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-293-043	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-044	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-045	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-046	SFR	Y	1811	$3,472.62	$344.61	$3,817.23

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use Tax Category [1]	Developed Parcel	Bldg. SF.	Services Special Tax	Facilities Special Tax	Proposed Special Tax Levy
053-293-047	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-293-048	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-293-049	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-293-050	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-293-051	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-293-052	SFR	Y	1169	$2,314.65	$229.74	$2,544.39
053-293-053	SFR	Y	819	$2,314.65	$229.74	$2,544.39
053-293-054	UND	N		$0.00	$0.00	$0.00
053-294-001	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-002	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-294-003	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-294-004	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-294-005	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-294-006	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-007	SFR	Y	1609	$3,472.62	$344.61	$3,817.23
053-294-008	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-009	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-294-010	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-294-011	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-012	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-013	SFR	Y	2066	$3,472.62	$344.61	$3,817.23
053-294-014	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-294-015	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-016	SFR	N	0	$0.00	$0.00	$0.00
053-294-017	SFR	N	0	$0.00	$0.00	$0.00
053-294-018	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-019	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-020	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-021	SFR	Y	2273	$3,472.62	$344.61	$3,817.23
053-294-022	SFR	N	0	$0.00	$0.00	$0.00
053-294-023	SFR	N	0	$0.00	$0.00	$0.00
053-294-024	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-025	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-294-026	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-027	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-028	SFR	Y	1900	$3,472.62	$344.61	$3,817.23
053-294-029	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-030	SFR	Y	1811	$3,472.62	$344.61	$3,817.23
053-294-031	SFR	Y	1708	$3,472.62	$344.61	$3,817.23
053-294-032	SFR	N	0	$0.00	$0.00	$0.00
053-294-033	SFR	N	0	$0.00	$0.00	$0.00
053-294-034	SFR	N	0	$0.00	$0.00	$0.00
053-294-035	SFR	N	0	$0.00	$0.00	$0.00
053-294-036	SFR	N	0	$0.00	$0.00	$0.00
053-294-037	SFR	N	0	$0.00	$0.00	$0.00
053-294-038	SFR	N	0	$0.00	$0.00	$0.00
053-294-039	SFR	N	0	$0.00	$0.00	$0.00

Appendix A

Proposed Special Tax Levy for FY 2025-26

Assessor's Parcel Number	Land Use Tax Category [1]	Developed Parcel	Bldg. SF.	Services Special Tax	Facilities Special Tax	Proposed Special Tax Levy
053-294-040	SFR	N	0	$0.00	$0.00	$0.00
053-294-041	SFR	N	0	$0.00	$0.00	$0.00
053-294-042	SFR	N	0	$0.00	$0.00	$0.00
053-294-043	UND	N	0	$0.00	$0.00	$0.00
053-259-008	UND	N	0	$174,786.42	$17,345.15	$192,131.57
Totals				**$697,985.13**	**$69,265.75**	**$767,250.88**

[1] SFR = Single Family Residential; MFR = Multifamily Residential; MFR-AF = Multifamily Affordable.

Department: Administration
Cost Center: 5301
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Robert Hill, Sustainability and Natural Resources Official
Freddy Otte, City Biologist

SUBJECT: CITY-COUNTY ZONE 9 FLOOD CONTROL DISTRICT REIMBURSEMENT AGREEMENT UPDATE

RECOMMENDATION

Approve an amendment to the existing Memorandum of Understanding (MOU) between the City of San Luis Obispo and the County of San Luis Obispo, as administrator of the Zone 9 Flood Control and Water Conservation District ("Zone 9"), in order to provide funding support (reimbursement) for activities to assist in the update of the Waterway Management Plan, Volume 1 (Attachment A).

POLICY CONTEXT

Staff's recommendation is in support of the following policy objectives:

1. Climate Adaptation and Safety Element
   Policy FL-3.1: Climate-Informed Flood Management - The City shall incorporate the climate-informed flood risk modelling in flood management plans, programs, and procedures.

   Policy FL-3.2: Flood Protection for New Development - The City shall ensure that all new development adheres to all provisions in Chapter 17.78 "Flood Damage Prevention" in the City's Municipal Code, consider climate models, and update the provisions accordingly to remain consistent with any future federal, state, and local regulatory requirements.

   Policy FL-3.3: Flood Protection for Existing Development - The City shall continue identification and mapping of areas that are at increased flood risk from large storm events using the climate informed flood risk modeling that was developed as part of the City's climate change vulnerability assessment.

Policy FL-3.5: A Resilient Flood Management System - The City shall explore opportunities to add redundancy to the city's existing stormwater and flood management systems to mitigate impacts from increased storm intensities, as needed. To provide co-benefits to the SLO community, design flood management system redundancies to serve multiple purposes that add value to the community (e.g., detention basins that serve as parks or recreation areas). Resilient flood management projects should be prioritized in locations of the city that are the most vulnerable.

Policy FL-3.6: Regional Coordination of Flood Control - The City shall continue to coordinate with regional partners (e.g., San Luis Obispo County, Cal Poly San Luis Obispo, Caltrans, LOSSAN Rail Corridor Agency) on flood preparedness and flood management initiatives.

2. **2025-27 Financial Plan**, Major City Goal for Open Space, Climate Action, and Resilience.

   Work Program 2e: Complete the Waterway Management Plan, Volume 1 update.

DISCUSSION

Background

The San Luis Obispo County Zone 9 Flood Control and Water Conservation District was formed in 1973 in response to historic flooding events. It encompasses the entire San Luis Obispo Creek watershed and its tributaries, including within the City of San Luis Obispo. Zone 9 collects an *ad valorem* parcel tax and revenue is used to conduct flood control projects, as well as watershed management and enhancement projects. The County of San Luis Obispo is the administrator for Zone 9 and enjoys active participation from the appointed Advisory Committee (Committee) and regular collaboration with the City. Vice Mayor Michelle Shoresman is the City's current representative on the Committee.

The City has an existing vegetation management and stream maintenance program where City staff time is paired with funding through Zone 9 to conduct regular assessments of flood risks, identify priority locations on a seasonal basis, and implement projects as needed. Recent flooding events that have occurred in the City and County have highlighted the need to take a watershed-based approach to flood control. Because the City has a pre-existing program, staffing, resource agency permitting knowledge, and prioritizes regional resiliency, it is desirable for the County and City to continue to collaborate and partner through the proposed amendment to the existing MOU.

The Waterway Management Plan for the San Luis Obispo Creek Watershed was certified in 2004 and Volume 1 identifies creek channel conditions and issues in the watershed. With changed conditions in the creek and community, an update of baseline conditions in the watershed is needed. The Committee has made $200,000 available for this update and City staff will collaborate with County Zone 9 staff to determine the specific sections to be updated as well as the preferred approach to procurement of contract services to complete the update. The amendment to the MOU simply allows for any work completed by the City to be reimbursed.

The Committee will receive updates on the Waterway Management Plan and have opportunities to provide input at their regularly scheduled meetings. Future funding requests, if needed, for additional Waterway Management Plan updates will be submitted to the Committee, through the annual work plan process.

Previous Council or Advisory Body Action
The last Memorandum of Understanding (Reimbursement Agreement) was approved by the City Council on September 28, 2021. The updated Reimbursement Agreement was presented to the Zone 9 Committee and recommended for approval on September 11, 2024.

Public Engagement
The Zone 9 Flood Control Committee meetings are open to the public and the meeting agendas and minutes are available on the County of San Luis Obispo's website. Once the update of Volume 1 is complete, staff will follow the Public Engagement and Noticing Manual to inform the community of any changes.

CONCURRENCE

The Public Works Department concurs with the recommendations in this report.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action or to the development of a plan as these actions do not constitute a "project" under CEQA guidelines sec. 15378. However, if recommended actions in the update of subsequent sections of the Waterway Management Plan are updated and approved, that require environmental review, they will be presented for Council's future consideration, together with the Waterway management Plan sections, when they are completed.

FISCAL IMPACT

Budgeted: No Budget Year: 2025-26
Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	$	$	$	$
State				
Federal				
Fees				
Other: Zone 9	$393,000			
Total	**$393,000**	**N/A**	**N/A**	**N/A**

The Zone 9 Committee's current FY 2025-26 budget allocated to the City is $393,000 for general creek maintenance in identified priority areas. This MOU amendment provides for reimbursement to the City for an additional $200,000 of expenses related to the Waterway Management Plan update. If approved, the City's total Zone 9 reimbursement budget will be $593,000 with up to $200,000 for the Waterway Management Plan.

ALTERNATIVES

1. ***Council could request additional information or request changes to the Reimbursement Agreement with the County.*** If additional information or changes are requested, additional conversations would be held with the County to come to agreement.
2. ***Council could decide not to approve the update to the Reimbursement Agreement with the County.*** This would require the County to take on all the update work and could over-burden County staff and potentially delay the process to advance the update of the Waterway Management Plan.

ATTACHMENTS

A - City-County Zone 9 Flood Control District Reimbursement Agreement

AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT BETWEEN THE SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF SAN LUIS OBISPO FOR WATERSHED MAINTENANCE AND EDUCATION PROGRAM

This Amendment No. 1 to Reimbursement Agreement ("Amendment No. 1") is entered into by and between the San Luis Obispo County Flood Control and Water Conservation District ("District"), acting on behalf of District Flood Control Zone 9 ("Zone 9"), and the City of San Luis Obispo ("City") (each a "Party" and collectively, "Parties").

WHEREAS, on or about September 28, 2021, the Parties entered into a Reimbursement Agreement ("Agreement") that provides the terms and conditions under which they will coordinate on San Luis Obispo Creek watershed maintenance and education activities, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Section A.1 of the Agreement contains a list of activities for which the City shall be eligible for reimbursement from the District; and

WHEREAS, the Parties desire to amend the Reimbursement Agreement to reflect that the 2004 Waterway Management Plan and its associated technical studies may require maintenance and updating as appropriate to address evolving physical, regulatory, and financial conditions and to expand the list of activities eligible for reimbursement under the Reimbursement Agreement to include tasks related thereto.

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

Paragraph 1: Section A.1 of the Reimbursement Agreement shall hereinafter read as follows:

1. Type of Activities Eligible for Reimbursement.

   Only those activities within Zone 9 identified below are eligible for reimbursement:

   Removal of debris, sediment and vegetation which adversely affect the capacity of waterways or which might be more difficult or costly to remove if moved by flood flows to different locations where they could cause damage to the Creek or flooding to adjacent improved property.

   Removal and proper disposal of detrimental exotic plants from throughout the Watershed and any re-vegetation project to minimize damage from flood flows or for restoration after removal of exotic plants.

   Stabilization of Creek banks to prevent erosion causing sedimentation or property damage.

Development and construction of projects identified in the Waterway Management Plan adopted by the City on October 21, 2003 and District by Resolution 2004-51 on February 10, 2004.

Annual notice to property owners along the Creek, and wet weather flood prevention information distributed to the general public, including flyers, public service announcements, events and web sites.

Tasks related to updating and maintaining the Water Management Plan originally adopted by the City on October 21, 2003 and District by Resolution 2004-51 on February 10, 2004.

Paragraph 2: Except as expressly modified by this Amendment No. 1, all terms and provisions of the Reimbursement Agreement shall remain in full force and effect.

Paragraph 3: This Amendment No. 1 shall be effective as of the date is has been signed by both Parties.

Paragraph 4: This Amendment No. 1 may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

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

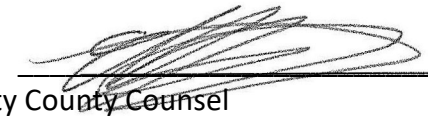
SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____Date: _____
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

ATTEST:

By: _____Date: _____
Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

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

By:  Date: February 7, 2025
Deputy County Counsel

CITY OF SAN LUIS OBISPO

By: _____Date: _____
Whitney McDonald
City Manager

APPROVED AS TO FORM AND LEGAL EFFECT:
J. Christine Dietrick
City Attorney

By: _____Date: _____

EXHIBIT A
REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT BETWEEN SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF SAN LUIS OBISPO FOR WATERSHED MAINTENANCE AND EDUCATION PROGRAM

This Reimbursement Agreement ("Agreement") is entered into on September 28, 2021 by and between the San Luis Obispo County Flood Control and Water Conservation District ("District"), acting on behalf of District Flood Control Zone 9 ("Zone 9"), and the City of San Luis Obispo ("City") (each a "Party" and collectively, "Parties").

WHEREAS, Zone 9 includes the San Luis Obispo Creek ("Creek") watershed ("Watershed") and its tributaries; and

WHEREAS, the City is located wholly within the Watershed and the Zone 9 boundaries; and

WHEREAS, by coordinating in Watershed maintenance and education activities, the City and District can more economically address issues within the Watershed; and

WHEREAS, such a cooperative program has been successfully completed in the past pursuant to prior reimbursement agreements between the District and City, including but not limited to the reimbursement agreements dated September 6, 2013 and August 21, 2018 (collectively, "Prior Agreements") and in accordance with the Waterway Management Plan and associated Environmental Impact Report certified by the District on February 10, 2004; and

WHEREAS, the Parties desire to continue in and expand their coordination with respect to Watershed maintenance and education activities, both within and outside of City limits, as described in this Agreement.

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

A. REIMBURSABLE EXPENSES

The City shall be eligible for reimbursement for expenses incurred by the City pursuant to the terms and conditions set forth in this Agreement subject to the following:

1. Type of Activities Eligible for Reimbursement.

Only those activities within Zone 9 identified below are eligible for reimbursement:

Removal of debris, sediment and vegetation which adversely affect the capacity of waterways or which might be more difficult or costly to remove if moved by flood flows to different locations where they could cause damage to the Creek or flooding to adjacent improved property.

Removal and proper disposal of detrimental exotic plants from throughout the Watershed and any re-vegetation project to minimize damage from flood flows or for restoration after removal of exotic plants.

Stabilization of Creek banks to prevent erosion causing sedimentation or property damage.

Development and construction of projects identified in the Waterway Management Plan adopted by the City on October 21, 2003 and District by Resolution 2004-51 on February 10, 2004.

Annual notice to property owners along the Creek, and wet weather flood prevention information distributed to the general public, including flyers, public service announcements and web sites.

2. Inclusion in Work Plan.

Only those work activities properly identified in the annual Work Plan (described below) prepared by the City and included in the District's current fiscal year budget as adopted by the District's Board of Supervisors ("Board") are eligible for reimbursement.

3. Compliance with Agreement.

Only activities performed in compliance with the provisions of this Agreement are eligible for reimbursement.

B. OBLIGATIONS OF CITY

The City shall submit a work plan to the District for each upcoming fiscal year, prior to December 1 of each year ("Work Plan"). The Work Plan shall include a description and budget for the work activities proposed by the City for the upcoming fiscal year.

The City shall act as the lead agency in complying with the California Environmental Quality Act ("CEQA") for all work done within the City limits with the following limited exception: the City shall act as the responsible agency in complying with CEQA for the Mid-Higuera Bypass Project.

The City shall acquire all permits for work within its jurisdiction with the following limited exception: the City shall not be responsible for providing staffing or other resources to acquire regulatory environmental permits for the Mid-Higuera Bypass Project.

The City shall be responsible for acquiring any landowner permission needed to accomplish any work within its jurisdiction.

Should any work within the City involve the abatement of nuisances, the removal of trees, or other obstructions, such shall be performed in accordance with due process of law under the City's abatement ordinances or State law. The abatement of said nuisances shall be the sole responsibility of the City.

Any streambed clearing work identified in the Work Plan shall be carried out prior to the rainy season with follow-up work done during the rainy season as appropriate.

The City shall comply with all applicable federal, state and local laws and regulations in performing any activities related to this Agreement.

The City shall provide quarterly statements to the District documenting the expenses for which the City is seeking reimbursement. Said statements shall specify the activities related to the expenses for which the City seeks reimbursement.

The City shall recognize and acknowledge the District's financial contribution to the activities identified in Section A of this Agreement through prominent mention during any oral presentation or in writing on any signs, promotional materials, press releases, publications, advertisements, or exhibits prepared in connection with or referring to the reimbursable activities.

C. OBLIGATIONS OF DISTRICT

District staff shall review the Work Plan submitted by the City and shall coordinate with the City to refine the Work Plan, as appropriate, so that it is consistent with the intent of this Agreement and the District's budgetary plans. District staff thereafter shall prepare a draft Zone 9 budget request for the upcoming fiscal year to include those activities that District staff considers consistent with the intent of this Agreement and the District's budgetary plans. The District shall include on an agenda the draft budget request for review by the Zone 9 Advisory Committee ("Committee") to allow the Committee to make a recommendation to the Board regarding said budget request.

The District shall provide reimbursement to the City for eligible City expenses incurred pursuant to this Agreement on a periodic basis as funds are available, within the budgetary limits approved by the Board or its designee provided that the City submits satisfactory documentation of City's expenses and work performed.

The District shall act as the lead agency in complying CEQA for: (1) all work done by the City outside of City limits; and (2) the Mid-Higuera Bypass Project.

The District shall be responsible for acquiring any landowner permission needed to accomplish any work done by the City outside of City limits.

The District shall provide staffing and other resources to obtain all necessary permits for: (1) work done by the City outside of City limits; and (2) the Mid-Higuera Bypass Project on behalf of the City who shall be the permittee.

The City is under no obligation, and this Agreement does not contemplate, commencement of formal nuisance abatement actions by the City outside of the City's jurisdiction.

The District shall comply with all applicable federal, state and local laws and regulations in performing any activities related to this Agreement.

D. GENERAL TERMS

1. Term.

This Agreement shall become effective on the date fully executed by the Parties and shall have an initial term of five (5) years. This Agreement shall renew automatically for four (4) successive five (5) year terms. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by giving ninety (90) days written notice of termination to the other Party.

2. Indemnification for Conduct Within City Limits.

Each Party hereto shall defend, indemnify and save harmless the other Party and other Party's officers, agents and employees from and against all loss, claims, demands, liabilities, costs, expenses, damages, including reasonable legal counsels' fees and costs of litigation, causes of action, including but not limited to inverse condemnation and judgments arising out of the indemnifying party's performance or attempt to perform its obligations pursuant to the provisions of this Agreement, including both acts and omissions to act. However, neither Party shall be indemnified hereunder for any loss, claims, demands, liabilities, costs, expenses, damages, or causes of action resulting from the sole negligence or willful misconduct of the other Party occurring within City limits.

3. Indemnification for Conduct Outside of City Limits.

4. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), the District shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation, arising from all conduct by either Party outside of City limits in furtherance of the Parties' obligations under this Agreement. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the either Party's conduct outside of City limits in furtherance of its obligations under this Agreement, the District shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. However, the City shall be responsible for any loss, claims, demands, liabilities, costs, expenses, damages, or causes of action resulting from the sole negligence or willful misconduct of the City occurring outside of City limits. Cooperation.

The District agrees to cooperate with the City in the defense of any such claims or litigation, and the City agrees to cooperate with the District.

5. Full Agreement.

This Agreement encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written, including but not limited to the Prior Agreements.

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

SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: **LYNN COMPTON** Date: September 28, 2021
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

ATTEST:

By: **WADE HORTON** Date: September 28, 2021
~~County Clerk and~~ Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California
By: _____
Deputy Clerk

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

By: _____ Date: _____
Deputy County Counsel

CITY OF SAN LUIS OBISPO

By: _____ Date: 9/9/21
Derek Johnson
City Manager

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____ Date: 9/9/2021
J. Christine Dietrick
City Attorney

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

By: _____ Date: 8-30-21
Deputy County Counsel

CITY OF SAN LUIS OBISPO

By: _____ Date: _____
Derek Johnson
City Manager

APPROVED AS TO FORM AND LEGAL EFFECT:
J. Christine Dietrick
City Attorney

By: _____ Date: _____

Department: Utilities
Cost Center: 601-6004
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: NA

FROM: Aaron Floyd, Utilities Director
Prepared By: Kellie Fortner, Recycled Water Specialist / Nick Teague, Water Resources Program Manager

SUBJECT: AUTHORIZE THE RENEWAL OF 10-YEAR CROSS-CONNECTION INSPECTION SERVICES CONTRACT BETWEEN THE CITY AND COUNTY OF SAN LUIS OBISPO

RECOMMENDATION

Authorize the renewal of the 10-year Cross-Connection Services agreement between the County of San Luis Obispo and the City of San Luis Obispo.

POLICY CONTEXT

In 1973, the U.S. Environmental Protection Agency published the first comprehensive Cross-Connection Control Manual to provide public water systems with guidance for safeguarding drinking water from contamination caused by cross-connections and backflow events.

In 1984, California adopted regulatory standards for backflow prevention and cross-connection control through Title 17 of the California Code of Regulations. These regulations require public water systems to protect potable water supplies from contamination, identify and mitigate cross-connection hazards, and implement and maintain a cross-connection control program.

In 2024, the California State Water Resources Control Board adopted the Cross-Connection Control Policy Handbook that expands Cross-Connection Control program requirements to standardized compliance timelines, technical specifications, and the formal development of a Cross-Connection Control Plan for each public water system. The State Water Board adopted a revised version of the Handbook on June 17, 2025, which extended some deadlines and changed some language to align with other pre-existing regulations.

DISCUSSION

Background

A cross-connection is any point in a plumbing or water system where the potable water supply could potentially mix with contaminated water or other substances. Common examples of potential cross-connections include garden hoses submerged in pools or buckets, irrigation systems without proper safeguards, or commercial equipment connected to both potable and non-potable water lines. If not properly managed, cross-connections can lead to the introduction of harmful substances like fertilizers, bacteria, or industrial chemicals into the public water supply.

Backflows, a specific type of cross-connection, are incidents when water flows in the wrong direction, which can draw pollutants or contaminants back into the public water supply. These can occur if pressure changes in the public water system due to events such as a water main break or firefighting activity.

To reduce the likelihood of cross-connection and backflow incidents, backflow prevention assemblies are required on service connections with the highest degree of risk, including all non-residential service connections within the City. In accordance with the Cross-Connection Control Policy Handbook[1], backflow assemblies are required to be tested upon installation and annually thereafter to ensure proper functionality.

The City of San Luis Obispo's potable water system is a public water system regulated under the California Safe Drinking Water Act and must comply with the Cross-Connection Control Policy Handbook, previously governed by the California Code of Regulations, Title 17, Chapter 5 – Cross-Connection Control and Backflow Prevention. These regulations mandate that all public water systems establish and maintain an effective Cross-Connection Control (CCC) Program to protect the potable water supply from contamination caused by cross-connections and backflow incidents.

To meet these requirements, the City has a service agreement with the County of San Luis Obispo that delegates the authority and responsibility for implementing and managing the CCC Program on behalf of the City. The County's responsibilities include conducting on-site inspections to identify actual or potential cross-connections, performing hazard assessments, managing the initial and annual testing of backflow prevention assemblies, maintaining program records, and taking enforcement actions when necessary.

[1] Cross-Connection Control Policy Handbook: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/docs/2025/cross-connection-control-policy-handbook.pdf

The County provides cross-connection services for multiple local water suppliers and offers a cost-effective regional approach to cross-connection control to meet these regulatory requirements. The City currently has nearly 2,000 backflow assembly devices that require annual testing and certification. The County maintains certified staff to conduct inspections, manage backflow assembly testing compliance, and maintain comprehensive testing records to ensure the protection of public health within the City of San Luis Obispo.

The 2025-2035 contract reflects the regulatory changes from Title 17 to the Cross-Connection Control Policy Handbook and the associated funding requirements.

Previous Council or Advisory Body Action
In 2011, Council adopted the first formal contract between the County of San Luis Obispo and the City for cross-connection inspection services; however, the City has utilized the County for Cross-Connection Control services since 1978.

In 2016, the contract was renewed for an additional 10 years, with an expiration date of June 30, 2025.

Public Engagement
The Utilities Department has complied with requirements to complete a Cross Control Connection Plan and submit the Plan to the State Division of Drinking Water by July 1, 2025. This Plan outlines how the City will communicate with and provide educational material to the public regarding the dangers of cross-connections. This Plan will be publicly available through the City's website once reviewed and approved by the State Division of Drinking Water.

CONCURRENCE

The County Environmental Health Division and the County of San Luis Obispo Board of Supervisors concur with the contract, adopting Resolution No. 2025-145 on July 8, 2025. The City Attorney's office has reviewed the contract and approves as to form.

ENVIRONMENTAL REVIEW

The *Contract for Cross-Connection Inspection Services* is not a "project" under the California Environmental Quality Act (CEQA), because the action is limited to an administrative contract renewal and does not commit the City to any actions that would have the potential to result in a direct or indirect physical change on the environment, as defined by State CEQA Guidelines Section 15378. Furthermore, any enforcement actions implemented by the County would be categorically exempt and would have a beneficial effect on the environment by bringing existing infrastructure into compliance with water and public health regulations, consistent with State CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment).

FISCAL IMPACT
Budgeted: Yes Budget Year: 2025-27
Funding Identified: Yes

Fiscal Analysis:
The City's Water Fund has allocated $50,000 in each year of the 2025-27 Financial Plan to cover contracted service delivery associated with the state-mandated cross-connection control program. This funding supports the required inspection, backflow prevention oversight, and enforcement activities proposed to be provided by the County. Renewal of the agreement will allow the Utilities Department to continue utilizing these services with no change to the Council-approved 2025-27 Financial Plan. Contract costs are based on a published hourly-rate of $149 in FY 2025-26 for County staff per the County of San Luis Obispo Environmental Health Services Division Fee Schedule published on July 1, 2025. Overall costs generally do not exceed $50,000/year for these contracted services. Because the services identified in this contract are required to protect public health, City staff do not recommend placing a cap on the amount of funding identified within the contract. City staff would be required to request additional funding from the City Council or find existing funds within the budget if annual costs exceed $50,000.

Funding Sources	Total Budget Available (FY 26 and 27)	Current Funding Request (FY 26)
Water Fund	$100,000*	NA
Total	**$100,000**	**NA**

*$50,000/year for both FY 2025-26 and FY 2026-27.

ALTERNATIVES

1. ***Council could decide not to authorize the renewal of the contract for the City's Cross-Connection Control Program.*** Not authorizing the execution of this contract would require that the City conduct all backflow and cross-connection control-related services. The City does not currently have sufficient staffing resources trained and dedicated to this work. This would require that the Utilities Department hire an additional staff member to support this work, provide equipment, and an additional vehicle, which would exceed the costs that are expected to be incurred by the City through this contract. This would also leave a gap in regulatory compliance while the recruitment was conducted and as new staff came up to speed on program requirements.

2. ***Council could direct staff to proceed with the contract for a shorter period until City staff were able to be recruited and trained to perform the work listed above in-house.*** This would require that the Utilities Department hire an additional staff member to support this work, provide equipment, and an additional vehicle, which would exceed the costs that are expected to be incurred by the City through this contract.

ATTACHMENTS
A - County of San Luis Obispo Cross-Connection Control Contract

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

This Agreement for Cross-Connection Inspection Services ("Agreement") is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and City of San Luis Obispo, a California incorporated city("Contractor"), (collectively, "Parties").

WITNESSETH:

WHEREAS, Contractor, within its jurisdictional boundaries or area of responsibility, is in need of special services; to wit, cross-connection inspection services; and

WHEREAS, County has qualified staff who are trained, experienced, expert and competent to provide cross-connection inspection services for the appropriate fees and pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the Parties hereby mutually agree as follows:

1. **Services.** The Parties agree to perform the services described in Exhibit A, attached hereto and incorporated herein by this reference.

2. **Compensation.** The Parties agree to the compensation described in Exhibit B, attached hereto and incorporated herein by this reference.

3. **Duration.** The Parties agree to the duration described in Exhibit C, attached hereto and incorporated herein by this reference.

4. **General Conditions.** The Parties agree to the general conditions described in Exhibit D, attached hereto and incorporated herein by this reference.

5. **Special Conditions.** The Parties agree to the special conditions described in Exhibit E (if any), attached hereto and incorporated herein by this reference. To the extent that there are conflicts between the general conditions in Exhibit D and the special conditions in Exhibit E, the terms and conditions of the special conditions in Exhibit E shall be controlling.

6. **Notices.** Notices required under this Agreement shall be provided to:

COUNTY OF SAN LUIS OBISPO
Matthew A. Giuffrida
Cross-Connection Control Specialist
2156 Sierra Way, San Luis Obispo, CA 93406

City of San Luis Obispo
Aaron Floyd, Utilities Director
879 Morro St.
San Luis Obispo, CA 93406

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set for the below.

CONTRACTOR

By:_____ _____
Whitney McDonald, City Manager Date

COUNTY OF SAN LUIS OBISPO:

By:_____ _____
Nicholas Drews, Health Agency Director Date

APPROVED AS TO FORM AND LEGAL EFFECT:

Jon Ansolabehere
County Counsel

By:_____ _____
Deputy County Counsel Date

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

EXHIBIT A

SCOPE OF SERVICES

1. Contractor Obligations. The Contractor shall perform the following duties:

   A. Contractor will prepare, adopt, and furnish all appropriate ordinances, resolutions or policies.

2. County Obligations. The County, acting through the Public Health Department, Environmental Health Division, shall perform the following duties within the Contractor's areas of responsibility:

   A. County will conduct a survey by performing a thorough inspection of all water uses for cross-connections. County will prioritize surveys of special hazard facilities. If corrections are necessary or if other need arises, County will conduct additional surveys as needed to confirm compliance, follow-up on corrections or identify newly created cross-connections.

   B. County will prepare and maintain written survey reports, water user notices, correction notices and follow-up reports.

      1) Water User Notices.

         a. County will provide a written survey report to a water user listing cross- connections found on the user's premises. County will notify the water user of corrective action required, if any, and the required compliance date.

         b. County will follow up with the water user to confirm that corrective action was performed in a timely manner and compliance has been achieved or if non-compliance continues. County will inform the water user of further corrective action and required compliance dates as needed. County will re-inspect as needed until compliance is accomplished.

      2) Contractor Notices. County will provide a copy of the survey report and letter to the water user to the Contractor. County will provide a copy of the follow-up letters(s) to the user confirming compliance or notifying the water user of further corrective action and compliance dates.

C. County will perform the following enforcement measures.

1) To the extent the County would normally prosecute San Luis Obispo County Code violations, County may prosecute violations of any applicable County ordinances related to cross-connections.

2) County will also cite any State laws, non-County ordinances, Contractor resolutions or policies in a correction letter to a water user.

3) Contractor may pursue enforcement as appropriate. In the event of litigation in any tribunal with the power to issue subpoenas, and provided a subpoena is issued for a County employee with the appropriate fees tendered as per Government Code, section 68096.1, County employees, if still in County service, shall appear and testify as a witness regarding cross-connections. County employees may be interviewed or deposed to prepare for litigation.

D. Backflow Prevention Devices.

1) County will determine the necessity of backflow prevention devices at the water service connection for the protection of the water main where internal protection does not solve the total cross-connection problem.

2) County will maintain a list of known backflow devices and the known location of the devices in service in the Contractor's service area. Such list shall be retained by County in accordance with Exhibit E.

3) County will provide a diagram for the proper installation of approved backflow prevention devices. If a manufacturer's installation instructions, diagrams or both are available, providing the manufacturer's material shall satisfy this obligation.

E. County will perform plan checks of water usage when requested by the water purveyor/district when necessary to supplement Building Department plan reviews.

F. Testing. Testing of backflow devices is required as per the Cross-Connection Control Policy Handbook issued by the State Water Resources Control Board, as hereafter amended. At present, testing is required annually.

1) County will notify the water user when testing is due and how to report results.

2) County will supply a list of qualified backflow prevention device testers.

3) County will follow up on delinquent reporting of test results.

4) County will update records when testing reports are received.

5) County will evaluate testing results for inadequacies.

G. Technical Consultations. County will provide technical consultation in conjunction with Contractor. At present, the County normally coordinates cross-connection control program elements with other water purveyors, districts, and users. To the extent this service continues in the future, County will continue to coordinate cross-connections with other jurisdictions or responsible purveyors or water users and will share information that is not restricted due to confidentiality. Contractor will also provide reciprocal technical consultants and non-confidential information to County.

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

EXHIBIT B

COMPENSATION

1. Time and Costs. This is a time and costs Agreement. The cross-connection inspection services shall be charged hourly. Additional costs shall include, but not be limited to, reasonable "out-of-pocket" expenses necessarily incurred by County in performing its obligations under this Agreement.

   A. Hourly Rate-. The hourly rate shall include compensation for the County's inspector staff, departmental overhead, and clerical support and office supplies. The hourly rate for FY 2025-26 is $149 per hour. The San Luis Obispo County fee schedule is located at the following link: https://www.slocounty.ca.gov/departments/health-agency/public-health/environmental-health-services/forms-documents/fees

      1) The San Luis Obispo County Board of Supervisors establishes, amends and modifies the hourly rates at least annually and at other times as necessary. The rate establishment and amendments are "events of independent significance" and are subject to public review and are part of the public record. These rates are specific, identifiable and enforceable.

      2) There is a public notice of the Board's proposed action and action to amend the rates through the process of the Board's regularly scheduled meetings. Therefore, the rates will change by the public, unilateral action of the Board of Supervisors without further agreement or action by Contractor.

      3) The duly adopted current rates and subsequent amendments to the rates shall be binding in this Agreement without additional written amendments to this Agreement. Upon the effective date of the rate change, all services provided on or after that date shall be charged at the new rates.

B. Administrative Costs. Administrative costs shall be itemized. Administrative costs are charges to water purveyors based on the quantity of their service connections, which compensates the County of San Luis Obispo for time that benefits the Cross Connection Program but cannot be attributed to an individual water purveyor. Activities in this category include, but are not limited to, review and approval of certified testers, disciplinary actions against testers (as required), communication with State offices regarding relevant regulations, review and quality control of data in the online portal, communication with testers regarding regulations and policies, and coordination with other EHS teams to improve the Cross-Connection Control Program, such as GIS and website administrators.

2. Billing. County shall submit an itemized statement to Contractor on or before the 15th day of every other month for all services rendered during the previous two calendar months. Contractor shall remit to the County of San Luis Obispo all uncontested amounts listed on the itemized statement not later than thirty (30) days after it is received by the Contractor.

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

EXHIBIT C

DURATION

1. Effective Date. The effective date of this Agreement shall be July 1, 2025.

2. Service Date. Services shall commence on or after the Effective Date and shall end upon the Duration Date.

3. Duration Date. This Agreement shall terminate on June 30, 2035. This Agreement may be terminated prior to the Duration Date in accordance with the termination provisions in Exhibit D of this Agreement.

4. Termination. The San Luis Obispo County Board of Supervisors specifically delegates to the Director of the San Luis Obispo County Health Agency the authority to terminate this Agreement in accordance with the provisions in Exhibit D without further need for action, approval or ratification by the Board of Supervisors.

   The City of San Luis Obispo specifically delegates to the City Manager the authority to terminate this Agreement in accordance with the provisions in Exhibit D without further need for action, approval or ratification by the City Council.

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

EXHIBIT D

GENERAL CONDITIONS

1. Termination for Convenience. Either Party may terminate this Agreement at any time by giving the other Party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the Parties arising out of any services provided prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination.

2. Termination for Cause. If any of the following occur, either Party shall have the right to terminate this Agreement effective immediately upon giving written notice to the other Party. Rights or obligations of either Party for services satisfactorily performed prior to the termination shall not be affected.

   A. Either Party fails to perform its duties in a timely and professional manner.

   B. Funds intended for use for compensation in this Agreement become unavailable for use for the purposes of this Agreement.

3. Status of the Parties' Officers/ Employees/ Agents. Neither Party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other Party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inures to or accrues to a County civil service employee. County employees shall not have those rights in Contractor's benefits and programs. The only performance and rights due to the other Party are those specifically stated in this Agreement.

4. Warranty of Professional Service. Each Party warrants that professional staff is necessary to perform this Agreement and that staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If for any reason staff members are required to provide professional services and all reasonably available staff are not qualified, this Agreement is automatically canceled effective the same date.

5. Mutual Indemnification. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), County shall indemnify, defend, and hold harmless the Contractor, and its elected officials, officers, employees, volunteers, and agents ("Contractor Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the County's performance or County's failure to perform its obligations under this Agreement or out of the operations conducted by County. In the event the Contractor Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from County's performance of this Agreement, the County shall provide a defense to the Contractor Indemnitees or at the Contractor's option, reimburse the Contractor Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

   To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless the County, and its elected officials, officers, employees, volunteers, and agents ("County Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations conducted by Contractor. In the event the County Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the County Indemnitees or at the County's option, reimburse the County Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

6. Authority. Any individual executing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that this Agreement is binding upon Contractor in accordance with its terms.

7. No Assignment of Agreement. Neither Party may delegate its rights or obligations under this Agreement and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other Party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other Party's prior written consent shall be null and void.

8. Applicable Law and Venue. This Agreement has been executed and delivered in the State of California and covers services to be performed in California. The Parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the Parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding arising out of this Agreement.

9. Severability. The invalidity of any provision of this Agreement shall not affect the validity or enforcement of any other provision of this Agreement.

10. Entire Agreement and Modifications. This Agreement supersedes all previous Agreements on the same subject and constitutes the entire understanding of the Parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both Parties.

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

EXHIBIT E

SPECIAL CONDITIONS

The records required by this Agreement shall be retained for a minimum period of:

A. Three (3) years in accordance with Cross-Connection Control Policy Handbook issued by the State Water Resources Control Board, and as hereafter amended.

B. All surveys noticed and all correspondence with a water user, County or Contractor shall be maintained for a minimum of five (5) years after compliance has been certified by the County or the longest statutory period cited above, whichever is longer. After five (5) years, the records may continue to be maintained in hardcopy, microfiche or electronic form, if needed, at the sole option of the County.

Department: Police
Cost Center: 8001
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Rick Scott, Police Chief
Prepared By: Melissa Ellsworth, Senior Business Analyst

SUBJECT: FY 2025-30 ANIMAL CONTROL SERVICES AGREEMENT

RECOMMENDATION

Authorize the Mayor to execute a five-year agreement with the County of San Luis Obispo for the continued provision of Animal Care and Control Services for the period of July 1, 2025, to June 30, 2030, in the amount of $389,746 for the first year, with annual adjustments thereafter.

POLICY CONTEXT

The recommended actions are consistent with the City of San Luis Obispo's Financial Management Manual, Purchasing Policy, pursuant to which any general services contracts exceeding $150,000 require City Council approval.

DISCUSSION

The City contracts with the County of San Luis Obispo for the provision of Animal Care and Control Services for the following:

1. Shelter Services, including:
    a. Maintaining an animal shelter where stray, owner surrendered, confiscated, quarantined or impounded pets are received and provided with appropriate care.
    b. Providing services to allow sheltered animals to be returned, adopted or humanely euthanized.
2. Field Services, including:
    a. Receiving and responding to public calls for service related to animal management
    b. Providing necessary medical treatment and emergency care of domestic animals when necessary
    c. Investigating animal bite reports
3. Provide reporting to the City on a bi-annual basis
4. Participate collaboratively with the City regrading matters impacting the provision of animal care and control services.

The Police Department administers the contract on behalf of the City. Although the current contract expired on June 30, 2025, the County agreed to continue providing services to each City while further development and adoption of the new contract continued. Department staff received the County's final draft of the contract on June 16th, 2025. Additionally, the County initiated a change to the term of the contract from three years to five years. The main reason for this change was to reduce staff time related to contract renewals that contain consistent scope and terms.

How Costs are Determined
The County uses a service-based methodology to determine contract costs for all cities. This methodology is based on Field Service and Licensing. In general, contract costs are calculated by determining the average percentage of service allocated to each city over the preceding three years for each facet of operations and multiplying this percentage against the Animal Services operational budgeted expenses. The average annual revenue generated from licensing fees or fines by each city over the preceding three years is applied against a city's total service cost.

Each city (with the exception of Atascadero) experienced an increase in cost for FY 2025-26. Per the County, in addition to using service-based methodology, the following factors also contributed to the increases:

1. Overall inflationary pressures associated with County expenses, including:
    a. Significant increases in liability insurance costs
    b. Increased overhead expense assessments
    c. Moderate cost increases for fleet services (vehicle maintenance and repair, fuel, etc.)
    d. Increased costs for animal feed and veterinary services. This derives in part from significant increases in the actual cost of veterinary services generally coupled with higher levels of animal intake and shelter populations which results in increased need for those services.

2. New landscaping contract for grounds services, this labor having previously been performed by County Parks employees.

3. Hiring additional shelter personnel to perform duties previously performed by County Jail inmates. As a result of some program changes at the jail, inmates were no longer able to work in the shelter, which resulted in the need to hire personnel.

4. Specific to the City of San Luis Obispo, cost drivers also included:
    a. Decreased revenue generation (e.g. licensing revenue, service fees for adoptions/impounds, etc.)
    b. An increased rate of animal intakes over the three-year cost averaging period, coupled with decreased intakes from some other cities, pushes the proportionate share of operational costs higher for San Luis Obispo.

Below is a chart showing the City's annual costs since 2022. Costs have increased based on various factors, including what was mentioned above. A significant jump in costs occurred in 2023 due to the shelter hiring additional personnel. Those costs were then distributed among all jurisdictions.

City Jurisdiction	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
San Luis Obispo	190,984	240,883	339,026	389,746

Scope of Services
The proposed contract provides for the delivery of Animal Care and Control services to the City of San Luis Obispo for five years, through June 30, 2030. Services include (as outlined in Exhibit A of Attachment A), but are not limited to:

1. Sheltering Services - Provide shelter services in accordance with state regulations, local ordinances, and policies governing the humane treatment of animals.
2. Field Services - Receive and respond to public calls for service related to alleged violations of local or state codes pertaining to the care, keeping, treatment, and management of animals.
3. Reporting - Provide to the City bi-annual service activity and financial reports reflecting field services, licensing and shelter operations.
4. Collaboration – Participate collaboratively with the City regarding matters impacting the provision of animal care and control services.
    a. County will also develop performance benchmarks and communicate those quarterly on topics including cost of services per city, number of full time equivalent positions within Animal Services over time, GIS heat maps with calls for service over a period of time, average response times, percentage of animals licensed per city, and other data points.

Previous Council or Advisory Body Action
On November 1, 2022, the City Council approved the Animal Services contract for FY 2022-25.

Public Engagement
The public will have an opportunity to provide public comment prior to or at the City Council meeting.

CONCURRENCE
The Director of Finance concurs with the staff recommendation.

ENVIRONMENTAL REVIEW
The California Environmental Quality Act does not apply to recommended actions in this report, because the actions do not constitute a "Project" under CEQA guidelines Sec 15378.

FISCAL IMPACT
Budgeted: Yes Budget Year: 2025-26
Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Cost for FY 25-26
General Fund	$389,746	$	$	$389,746
State				
Federal				
Fees				
Other:				
Total	**$389,746**	**$**	**$**	**$**389,746

The department has available funding in FY 2025-26 for year one of this contact. However, if costs increase for FY 2026-27 and beyond, staff will need to request additional funding through the budget process.

ALTERNATIVES

The Council could choose not to approve this new contract with County Animal Services. This would restrict the City's ability to provide these types of services to the community, many of which are required by law and would likely necessitate the City creating and funding its own animal control program.

ATTACHMENTS

A - FY 2025-30 Agreement with County of San Luis Obispo for Animal Care and Control Services

CONTRACT FOR
ANIMAL CARE AND CONTROL SERVICES

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and, the City of San Luis Obispo, an incorporated city in the State of California, ("City").

RECITALS

WHEREAS, County has established the Division of Animal Services to provide animal care and control functions including the enforcement of the ordinances of San Luis Obispo County Code Title 9 and of California state codes pertaining to the care, keeping, and management of animals; and

WHEREAS, County through Animal Services, maintains and operates an animal shelter and a humane education program; and

WHEREAS, City is desirous of contracting with County for the provision of such services;

NOW THEREFORE, in consideration of the covenants, conditions agreements and stipulations set fourth herein, the parties hereby agree that to the following terms and conditions.

TERMS AND CONDITIONS

1. **Exhibits.** The contract consists of the terms and conditions as set forth in the following exhibits:

    a. Exhibit A – Scope of Services

    b. Exhibit B – Compensation

    c. Exhibit C – Duration of Contract

    d. Exhibit D – General Conditions

2. **Notices.** Notices required in this contract shall be provided to:

COUNTY:	**CITY:**
Eric Anderson, DVM Animal Services Manager 865 Oklahoma Ave. San Luis Obispo, CA 93405	Rick Scott Chief of Police 1042 Walnut St. San Luis Obispo, CA 93401

IN WITNESS WHEREOF, County and Contractor have executed this Contract on the day and year set forth below.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Date: _____

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Date: _____

ATTEST:

MATT PONTES
Ex-Officio Clerk of the Board of Supervisors

By:

_____

_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JON ANSOLABEHERE
County Counsel

By: _____
Deputy County Counsel

Dated: August 11, 2025

CONTRACT FOR
ANIMAL CARE AND CONTROL SERVICES

EXHIBIT A – SCOPTE OF SERVICES

1) County Obligations. The County shall perform the following duties:

a) Shelter Services

i) Maintain, or cause to be maintained, an animal shelter whereat stray, owner surrendered, confiscated, quarantined and custodially impounded household pets are received and provided with appropriate care, housing, and shelter services in accordance with state regulations, local ordinances, and policies governing the humane treatment of such animals.

ii) Provide services allowing sheltered animals to be returned to their owners, adopted into new homes, or to be humanely euthanized.

iii) Provide for the receipt and publication of lost and found animal reports.

iv) Provide services for the humane euthanasia of household pets and for the disposal of their remains.

b) Field Services

i) Receive and respond to public calls for service related to alleged violations of local or state codes pertaining to the care, keeping, treatment, and management of animals.

ii) Provide for the response to any of the following circumstances 24 hours a day, seven days a week:

(1) Domestic animals posing an active and present threat to public safety

(2) Domestic animals which are severely injured, sick, or in eminent risk and whose owner is unknown or unavailable.

(3) Domestic or wild animals demonstrating signs of possible rabies infection.

(4) Calls for assistance from law enforcement or emergency response personnel.

(5) Reported animal bites where the animal remains in the area unconfined and whose owner is unknown or unavailable.

(6) Loose livestock roaming on roadways or other public areas.

iii) Provide for the response to any of the following during Animal Services' normal business hours:

(1) Pick-up and impoundment of unlimited numbers of stray confined domestic animals.

(2) Pick-up and disposal of unlimited numbers of dead domestic animals from roadways, parks, and other public areas.

(3) Pick up and transfer to shelter of owned animals for surrender or euthanasia.

(4) Pick up of dead owned animals for disposal.

iv) Provide for the necessary medical treatment and emergency care for domestic animals picked up by Animal Services personnel and for those domestic animals presented directly to veterinarians by private citizens and emergency response personnel.

v) Provide for the receipt, processing and investigation of animal bite reports as well as the subsequent quarantine of animals in accordance with state codes pertaining to rabies control.

vi) In the event that an animal responsible for causing serious bodily injury (as defined by Penal Code 243(f)(4)) or death to a person dies in the custody of, or is euthanized by, Animal Services, County shall preserve the bodily remains of that animal until such time as City has been consulted and approves of their disposal. Nothing in this requirement shall be interpreted to prevent Animal Services from collecting and processing any tissue or body samples required to comply with legally mandated rabies testing requirements or other public health needs.

vii) Request assistance from the San Luis Obispo County District Attorney's Office Bureau of Investigations when an animal bite results in significant injury causing death or likely to cause death or in any case Animal Services believes may require significant criminal investigation beyond the experience of Animal Services Officers.

viii) Receive and respond to reports of animals, domestic or wild, which are suspected to be rabid or to have been exposed to rabies infection and attempt to affect their capture. Captured animals will be processed in accordance with state codes pertaining to rabies control.

ix) Receive and process all applications related to the keeping and sale of household pets; inspect and regulate permitted operations in accordance with local and state codes.

x) Provide for the recording, investigation, administrative hearings, and issuance of findings and orders related to animal nuisances, animal seizures or confiscations, and dangerous or vicious animals. Nuisances which remain unresolved following the issuance of an abatement order will be processed to court through the District Attorney’s office.

xi) Assist in the preparation and filing of court documents related to the civil and/or criminal prosecution of cases involving violation of municipal codes pertaining to the care, treatment, and keeping of domestic animals.

xii) Provide for the preparation, filing and civil or criminal prosecution of cases involving violations of California state codes pertaining to the care, treatment, and keeping of domestic animals.

c) Reporting: Provide to the City bi-annual service activity and financial reports reflecting field services, licensing, and shelter operations, programs. Reports will detail this information for both the individual quarter and year-to-date.

d) Collaboration: Participate collaboratively with the City regarding matters impacting the provision of animal care and control services. County shall not append or modify the provisions of Title 9 of the San Luis Obispo County Code without having first consulted with the City.

2) City Obligations. The City shall perform the following duties:

a) Ordinance Conformity: City shall adopt by reference Title 9 of the San Luis Obispo County Code.

i) In the event that City does not desire to incorporate specific provisions of Title 9, those provisions may be individually exempted from adoption.

ii) In the event that City desires to incorporate additional provisions related to the care and keeping of animals which are not established by Title 9, those provisions may be added and individually specified within City's municipal code. Animal Services will not be responsible for enforcing any added provisions which are substantially outside of the Animal Service Division's normal scope of operations.

b) City shall immediately notify the County upon determining that any animal in the custody of Animal Services is believed to have caused serious bodily injury (as defined by Penal Code 243(f)(4)) or death to a person and request that the body of that animal be preserved in the event that it dies or is euthanized while in custody.

c) Assistance: Provide such assistance and support to Animal Services personnel as may be reasonably necessary to safely and effectively execute the operations required by this contract within the City limits.

d) Collaboration: Participate collaboratively with the County regarding matters impacting the provision of animal care and control services. City shall not append or modify the provisions of its municipal code related to animal care and control without having first consulted with County.

3) Animal Care and Control Coordination Group: The County and City agree that Animal Services is a shared interest of all parties and that all participating jurisdictions will share in the cost and revenue generated based on actual costs and fees generated in each jurisdiction. Further, policy-setting, procedural changes and ordinance development will happen in a collaborative manner, with all participating jurisdictions having input into the best way to conduct these services in San Luis Obispo County.

a) To coordinate efforts, the participating jurisdictions, including the City and County agree to meet and confer periodically to discuss current issues as they relate to the fiscal and practical application of this contract, along with other potential items identified by the group. Such meetings shall be coordinated by the County Animal Services Manager from time to time as necessary, but no less than twice yearly.

4) As part of this commitment, the County agrees to develop performance benchmarks and communicate them quarterly to the group on the following:

a) Cost of Services/per Capita (by City) overtime.

b) Cost of services/per City over time.

c) Number of Full-Time Equivalent (FTE) positions within Animal Control over time.

d) Number of field FTE within Animal Control over time.

e) Geographical Information Service (GIS) heat maps of calls for service over time by City (requested development from County IT Department, maps to be provided when available).

f) Average response times for priority calls over time by City.

g) Percentage of animals licensed by the City over time.

h) Other data points charted out over time that were used to spread out the Animal Shelter costs.

CONTRACT FOR
ANIMAL CARE AND CONTROL SERVICES

EXHIBIT B – COMPENSATION

1) First Year Service Fee: The City agrees to pay to the County the amount of $389,746 for services provided under this Contract during the first year of service.

2) Subsequent Years' Service Fee: The County shall compute on an annual basis a service fee assessed to the City for services provided under this Contract.

3) Timing of Service Fee: The County shall calculate annual service fees and provide them to the City prior to April 15th of each year, with service fees becoming effective on July 1st of that year. No further action by either party is necessary to implement new fees in subsequent years.

4) Service Fee Methodology: The County shall use a service-based methodology for determining city service fees. The service-based methodology shall be based on three key facets of Animal Services' operations:

- Field Service
- Licensing

a) *Determination of Cost of Service* - The cost of providing services to the City will be calculated by determining the average percentage of service allocated to the City over the preceding three years for each of the four facets of operations and multiplying this percentage against Animal Services operational budgeted expense for each facet. Combined, this then represents the City's total service cost in proportion to the County and all other contracting parties.

b) *Credit for Fees* - The average annual revenue generated from fees or fines assessed directly to residents of the City by Animal Services over the preceding three years will be applied against the City's total service cost.

c) *Determination of Service Fee* - The fee assessed to the City for provision of services outlined in this contract shall be determined by subtracting the average revenue as determined by item 4b of this exhibit from the average cost of service as determined by item 4a of this exhibit.

5) Billing: County shall bill City for contracted services in quarterly increments. City shall remit payment to the County within thirty (30) days of receipt of billing.

6) Year End Variance – In the event that Animal Services' net operational costs for any fiscal year are less than projected in the calculation of the service fee methodology (Item 4 of this exhibit), the City's proportionate share of that savings shall be applied as a credit against the calculated service fee for the subsequent fiscal year.

In the event that Animal Services net operational costs for any fiscal year exceed projections in the calculation of the service fee methodology (Item 4 of this exhibit), the City's proportionate share of the overage shall be added to the calculated service fee for the subsequent fiscal year.

CONTRACT FOR
ANIMAL CARE AND CONTROL SERVICES

EXHIBIT C – DURATION

1) Effective Date: This contract shall be effective July 1, 2025, or fifteen (15) days following of the date of the signature of the County, whichever is later. The County shall be the last to sign this contract.

2) Service Date: City and County acknowledge that the services provided under this contract are a continuation of those established during the preceding contract term and that these services may have been provided continually and without interruption between July 1, 2025, and the date of execution by the County in order to ensure the interest of public service.

   a) Both City and County expressly and retroactively authorize the provision of these services.

   b) For the purposes of billing and determination of the First Year Service Fee as provided in Exhibit B, the first year of service will be presumed to have begun on July 1, 2025.

3) Duration: The term of this Contract shall expire June 30, 2030, unless terminated sooner as provided in Exhibit D.

CONTRACT FOR
ANIMAL CARE AND CONTROL SERVICES

EXHIBIT D – GENERAL CONDITIONS

1) Termination: Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination. In the event that the contract is terminated prior to the conclusion of a quarterly billing cycle, the City shall remit to the County a prorated amount based upon the number of days of service relative to the total number of days in the billing cycle.

2) Indemnification: Nothing in the provisions of this Contract is intended to create duties or obligations to, or rights in third parties not party to this contract or affect the legal liability of either party to contract, by imposing any standard of care respecting the regulation and enforcement of laws regarding animals different from the standard of care imposed by law.

   a) It is understood and agreed that neither City, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Contract. It is also understood and agreed that pursuant to Government Code 895.4, County shall defend, indemnify and save harmless the City, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by the County under this Contract except as otherwise provided by Statute.

   b) It is understood and agreed that neither County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Contract. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall defend, indemnify and save harmless the County, all officers and employees from all claims, suits or actions of every name, kind and description brought forth on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by City under connection with any work, authority or jurisdiction delegated to the City under this Agreement except as otherwise provided by Statute.

3) Notices: Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other shall be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

COUNTY **CITY**

Eric Anderson, DVM
Animal Services Manager
865 Oklahoma Ave.
San Luis Obispo, CA 93405

Rick Scott
Chief of Police
1042 Walnut St.
San Luis Obispo, CA 93401

4) Status of the Parties' Officers/Employees/Agents: Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer - employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or receive benefits from any plan for hospital, surgical, or medical insurance, or be eligible for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inures to or accrues to an employee of the other party. The only performance and rights due the other party are those specifically stated in this contract.

5) Governing Law and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of California. Additionally, this contract has been formed and shall be performed in San Luis Obispo County; the venue for any legal action on the contract shall be in San Luis Obispo County.

6) Entire Agreement: This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the parties.

7) Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

8) Successors and Assigns: This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

9) Captions: The captions to the various clauses of this Contract are for information purposes only and shall not alter the substance of the terms and conditions of this Contract.

10) Authorization: Each of the parties represents and warrants to the other that this Contract has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Contract is fully binding on such party.

Department: Administration
Cost Center: 1021
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Sara Armas, Deputy City Clerk

SUBJECT: ADVISORY BODY APPOINTMENT FOR AN UNSCHEDULED VACANCY ON THE TREE COMMITTEE

RECOMMENDATION

Confirm the appointment of Kari Gephart to the Tree Committee (TC) for the remainder of the vacated term expiring March 31, 2026.

POLICY CONTEXT

The Advisory Body Handbook outlines the recruitment procedures, membership requirements, and term limits for City advisory bodies. The Handbook also contains the bylaws for each City advisory body, some of which include additional membership requirements. The Tree Committee is a seven-member advisory body. One member must be a representative from the Architectural Review Commission, and the remaining six members are selected from the general public (two of whom shall be horticultural experts, if possible). If appointed, Kari Gephart would be a general public member.

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 lists 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's Clerk Office received notice on February 24th of an impending resignation of a member of the TC after the April 28th meeting. The annual advisory body recruitment period had identified three additional candidates that potentially could have filled this vacancy, but after reaching out to gauge their interest and tentatively scheduling interviews for June 16th, all potential candidates withdrew from consideration due to personal obligations.

A recruitment was promptly opened to seek a new pool of potential applicants for consideration. After a month long recruitment, two applications were received for the unscheduled vacancy. Both applicants were invited to interview, but only one confirmed and was interviewed by the Council Liaison Subcommittee consisting of Mayor Stewart and Council Member Boswell.

Upon completion of the interview, the Council Liaison Subcommittee recommended Kari Gephart to fill the unscheduled vacancy through March 2026.

Public Engagement

Following Maddy Act guidelines, notices were posted in the City Information kiosk outside City Hall and on the Advisory Body Vacancies page of the City's website alerting the public that the City was accepting applications for the vacancy on the TC. The public will also have the opportunity to provide public comment before or at the City Council meeting on August 19, 2025.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Budgeted: No Budget Year: 2025-26
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	**$ N/A**	**$0**	**$0**	**$0**

There is no fiscal impact associated with this action.

ALTERNATIVES

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

Department: 3
Cost Center: 1021
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Teresa Purrington, City Clerk

SUBJECT: SELECTION OF VOTING DELEGATE AND ALTERNATES FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

RECOMMENDATION

Appoint Council Member Mike Boswell as the Voting Delegate and Council Member Emily Francis as Alternate Voting Delegate to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on Thursday, October 9, 2025.

DISCUSSION

The League of Cal Cities Annual Conference will be held October 8 - 10, 2025 in Long Beach, California. An important component of the Annual Conference is the Annual Resolutions Committee Meeting scheduled for 1:00 p.m. on Thursday, October 9, 2025. At this meeting, the League membership will consider and act on resolutions that establish League policy. To vote at the Resolutions Committee Meeting, the City Council must designate a voting delegate. Council may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Council Member Boswell and Council Member Francis volunteered to represent the City as the Voting Delegate and Alternate.

Council's assigned delegates will be provided to CalCities on the Voting Delegate form signed by the City Clerk by the September 24th deadline.

Policy Context

Per the League of California Cities bylaws, each member city has a right to cast one vote on matters pertaining to League policy. A city's voting delegate, and up to two alternates, must be designated by the City Council either by submitting a Voting Delegate Form signed by the City Clerk affirming that the names provided are those selected by the City Council or by adopting a Resolution that reflects the Council action.

Public Engagement

This is an administrative item, so no formal public engagement was done. Members of the public may provide comment regarding this action either before the City Council meeting or at the meeting.

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:

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	$8,500	$	$	
State				
Federal				
Fees				
Other:				
Total	**$8,500**	**$**	**$**	**$**

The necessary financial resources have been included in the 2025-2026 budget for Council Members’ attendance at the League of California Cities Annual Conference.

Department: Administration
Cost Center: 1001
For Agenda of: 8/19/2025
Placement: Consent
Estimated Time: N/A

FROM: Whitney McDonald, City Manager
Prepared By: Natalie Harnett, Policy and Project Manager

SUBJECT: BEHAVIORAL HEALTH SERVICES CONTRACT RENEWALS FOR COMMUNITY ACTION TEAM AND MOBILE CRISIS UNIT (FYS 2025–27)

RECOMMENDATION

Authorize the City Manager to execute up to two (2) one-year renewals of the contracts with the County of San Luis Obispo for continued Behavioral Health Services in support of the Police Department's Community Action Team and the Fire Department's Mobile Crisis Unit.

POLICY CONTEXT

The City's investment in the Community Action Team (CAT) and Mobile Crisis Unit (MCU) supports ongoing efforts to provide coordinated, community-based responses to behavioral health and substance use crises. With contract costs now exceeding the City Manager's purchasing authority, Council approval is required to continue funding these services using opioid settlement funds. This recommendation aligns with community priorities around public safety and Homelessness Response Major City Goal Objectives.

DISCUSSION

Background

The MCU and CAT are collaborative response programs that pair behavioral health professionals with public safety personnel to provide crisis intervention and support for individuals experiencing mental health or substance use-related emergencies in the field. The CAT was established in 2013, initially partnering a Police Officer with a contracted mental health outreach worker from Transitions Mental Health Association (TMHA). With the adoption of the 2021-23 Financial Plan, the City Council approved the creation of the MCU, which followed a similar model but paired a TMHA outreach worker with a Fire Department EMT/Paramedic.

Since then, the City has transitioned away from contracting these positions through TMHA and now staffs both programs with Community Resource Services Specialists, who are contracted directly by the City.

Due to the programs' success, the City began working with the County of San Luis Obispo

in 2024 to explore expanding both teams and incorporating Licensed Psychiatric Technicians (LPTs) into the CAT and MCU models. The County shared the City's interest to expand access to behavioral health services in the field and had qualified LPTs to support this work. However, due to funding reductions following the passage of Proposition 1, the County could commit to funding only half the cost of one LPT, leaving the City responsible for the remaining 1.5 LPT positions—an estimated cost of $225,000 annually.

Around the same time, the City opted in to direct annual payments from various national opioid settlement agreements in which it had participated.[1] These funds are restricted for use on opioid-related services and strategies, including crisis response and outreach to vulnerable populations. Both the CAT and MCU programs are eligible uses under the settlement guidelines, including salary costs of behavioral health and outreach specialists who work with populations affected by the opioid crisis.

In response, the City chose to allocate its share of opioid settlement funds to cover the City's share of the LPT positions, resulting in no net impact to the General Fund. For a detailed financial breakdown, see the Fiscal Impact section.

Two separate contracts were executed with the County for LPTs, one for the Fire Department and one for the Police Department, because the MCU and CAT operate under different City departments and have distinct funding arrangements. The original agreements (Attachments A and B) were signed in September 2024 and were effective through June 30, 2025, with language allowing for up to two additional one-year renewals with written notice.

While services remain underway since June 30, 2025, no formal renewal was ever signed. This Council action will retroactively authorize Amendment No. 1 with an effective date of July 1, 2025, extending both agreements through June 30, 2026, and allow the City Manager to renew again next year (through FY 2026-27), if funds are available. Per the City's Purchasing Policy Section 202, the original one-year contracts were within the City Manager's purchasing authority. However, with the proposed renewals, the contract amounts now exceed that threshold and require Council approval.

[1] Until the City opted in to direct payments in 2024, the City's allocated share had been deferred to the County, dating back to 2021. At that time, the cost and resource burden of administering the funds outweighed the anticipated value received. By 2024, however, the addition of several new settlements (including Teva, Allergen, Walgreens, Walmart, CVS, and Kroger) meaningfully increased the dollar amount the City could receive directly each year to combat the effects of opioid use and addiction.

Summary of Amendments – FY 2025–26 Behavioral Health Contracts

The Option to Renew and Amendment No. 1 (Attachments C and D) for both the Police and Fire Department contracts with the County of San Luis Obispo include the following key changes:

1. Contract Renewal for FY 2025–26: Extends the contract term for one additional year, from July 1, 2025, to June 30, 2026, in accordance with the renewal option outlined in the original agreement.
2. Updated Scope of Services: Revises the language in Exhibit A to clarify the LPT role in:
    - Assisting with voluntary and involuntary psychiatric (rather than "medical") holds.
    - Petitioning for and participating in judicial processes related to extended involuntary commitment orders or conservatorships.

Previous Council or Advisory Body Action
The City Council approved participation in opioid settlement agreements on December 7, 2021; April 4, 2023; and July 16, 2024.

Public Engagement
Public comment on this item can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

The City Attorney's Office, Fire Department, and Police Department concur with this recommendation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended actions in this report, because the actions do not constitute a "project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes
Budget Year: 2025-26
Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	$0	$0	$0	$0
Other: Opioid Settlement Revenue (Fund 217)	$351,908	$235,063	$116,845	
Total	$351,908	$235,063	$116,845	$246,816

There is no fiscal impact directly associated with this recommendation, as sufficient funds are already budgeted in the Opioid Settlement Special Revenue Fund 217. To date, the City has received $374,343 in revenue (see Table 1 below), with ongoing annual estimates provided by BrownGreer and Associates, the settlement administrator. While each settlement's terms and annual amounts vary, the City anticipates receiving an average of approximately $135,000 per year over the next five years. Although this amount is not sufficient to fully fund both LPT positions on an ongoing basis, the existing fund balance is sufficient to close the gap on a one-time basis and fully support the positions through FY 2026–27.

In addition, several outstanding lawsuits are expected to yield further settlement revenue. Staff will be seeking Council authorization to participate in two of these at a September Council meeting. Participation in these and future settlements is anticipated to increase annual revenue. Staff will continue to monitor the fund balance and evaluate the availability of funds at each contract renewal and when future settlement estimates are released.

Table 1 - Opioid Funding Overview (Fund 217):

Settlement Revenue	**FY 2025**	**FY 2026**	**FY 2027**
Allergan	$31,352	$15,413	$15,413
CVS	$32,500	$28,542	$28,542
Distributors	$47,757	$47,757	$48,192
Janssen	$46,189	$8,434	$8,434
Kroger		$11,756	TBD
Walgreens	$49,591	$14,108	$14,108
Walmart	$134,165	$5,410	$1,082
Teva	$28,515	$14,037	$14,037
Interest Earned	$4,283	TBD	TBD
Total Revenue	**$374,353**	**$145,457**	**$129,808**
Expenditures			
Fire - LPT	$55,967[2]	$78,354	$82,272
PD - LPT	$111,935[2]	$156,708	$164,544
Total Expenditure	**$167,902**	**$235,063**	**$246,816**
Net Fund Balance	**$206,451**	**$116,845**	**-$163[3]**

[2] Contract began in September 2024; therefore, this accounts for ¾ of the annual cost.
[3] Staff anticipates that this minor overage will be offset by future interest earnings and FY 2027 Kroger settlement funds.

ALTERNATIVES

1. ***Council could decide to authorize approval for only one of the two contract amendments.*** If only one contract is approved, the City would continue to receive LPT support for the approved department, but would lose access to behavioral health services for the other. This would reduce the City's capacity to respond to mental health-related calls and may increase the burden on public safety personnel.

2. ***Council could decide not to authorize approval for either contract renewal for FY 2025-26.*** Should council choose this option, the City would no longer receive behavioral health services provided LPTs through either the CAT or the MCU. This would significantly limit the City's behavioral health response capacity and place a greater burden on public safety personnel. In this case, the full amount of opioid settlement funds currently allocated to these programs would remain unspent, and alternative uses would need to be explored and approved by Council at a later date.

ATTACHMENTS

A - Executed SLOFD Mobile Crisis Unit Contract FY 2024-25
B - Executed SLOPD Community Action Team Contract FY 2024-25
C - Mobile Crisis Unit FY 2025-26 Option to Renew and Amendment No.1
D - Community Action Team FY 2025-26 Option to Review and Amendment No.1

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

#10

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and the City of San Luis Obispo, a California municipal corporation, (hereafter "City"), together "Parties" and individually "Party".

WITNESSETH

WHEREAS, County is interested in providing outreach and engagement to individuals experiencing behavioral health crises within the jurisdiction of the San Luis Obispo Fire Department; and

WHEREAS, County has staff that is specially trained, experienced, expert, and competent to perform such special services; and

WHEREAS, it is understood and agreed by the Parties that the Parties expect to receive allocations of sufficient funds to pay for these special services.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services**. City hereby engages County to perform, and County hereby agrees to perform for City, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation**. County shall be compensated by City for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration**. The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions**. Parties shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.
5. **Special Conditions**. Parties shall comply with the Special Conditions as set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall control.
6. **Contract Signatures**. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement. This Contract may be executed and delivered by facsimile or scanned signature by any of the parties and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or email as if the original had been received.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

IN WITNESS WHEREOF, County and City have executed this Contract on the day and year set forth below.

CITY OF SAN LUIS OBISPO

By: Signed by: Whitney McDonald 952E5D94C4854FF... Date: 9/13/2024 | 1:49 PM PDT

Whitney McDonald, City Manager

ATTEST:

By: DocuSigned by: Teresa Purrington B98BADBE9C78436... Date: 9/13/2024 | 1:50 PM PDT

Teresa Purrington, City Clerk

REVIEWED:

By: DocuSigned by: Todd Tuggle 51EAF01B65504A5... Date: 9/13/2024 | 12:58 PM PDT

Todd Tuggle, Fire Chief

Tax ID# Held in Confidential File

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: Debbie Arnold Date: 9/24/24

Chair, Board of Supervisors

ATTEST:
Matt Pontes
County Administrative Officer and Ex-Officio Clerk of the Board of Supervisors

By: Nikki Martin
Deputy Clerk

The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on 9/25/24

MATTHEW P. PONTES
Ex-Officio Clerk of the Board of Supervisors
By: Nikki Martin
Deputy Clerk

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

Approved as to form and legal effect:

CHRISTINE DIETRICK
CITY ATTORNEY

By: DocuSigned by: _____ Date: 9/13/2024 | 12:16 PM PDT

RITA L. NEAL
COUNTY COUNSEL

By: Signed by: Jared Christensen _____ Date: 9/13/2024

34800A080A3F43F...

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT A

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. Mobile Crisis Unit (MCU):

a. Program Level Goal: The purpose of the program is to serve the County by embedding a behavioral health care professional (Behavioral Health staff) within a municipal fire department Mobile Crisis Unit (MCU) to respond directly to individuals experiencing behavioral health crises who are in need of outreach and engagement. The MCU Behavioral Health staff shall work closely with Crisis Intervention trained officers in a behavioral health unit within the City focused on individuals experiencing behavioral health crisis, homelessness, transientness, and other high-risk individuals.

b. Program Level Objectives: County shall provide a trained, experienced behavioral health professional(s), to respond directly to individuals experiencing behavioral health crises who come to the attention of the MCU.

1) County shall provide a full-time (1.0 FTE) Licensed Psychiatric Technician to be Behavioral Health staff embedded in the City Mobile Crisis Unit (MCU). This behavioral health professional(s) shall:

i. Cover forty (40) hours per week on a flexible schedule (may include weekends);

ii. Provide direct crisis intervention to individuals in the community in partnership with fire department responders assigned to the MCU unit.

iii. Assist individuals in connecting with behavioral health care and other needed resources.

iv. Provide needed follow-up support to individuals who previously contacted or interacted with the MCU unit.

v. Provide outreach to individuals who call the fire department or 911 but do not require an immediate in-person response.

vi. Participate in cross-training with fire department staff assigned to the MCU unit.

vii. Agree to safety protocols that establish law enforcement as the controlling authority at scenes of behavioral health crises.

viii. Assist the MCU in assessing and transporting individuals to be detained under voluntary or involuntary medical holds, and, when appropriate under the professional judgment of the Licensed Psychiatric Technician, petition for and participate in judicial processes to extend involuntary commitment orders and/or conservatorships of the person.

ix. Administer, in accordance with the training and judgment of the Licensed Psychiatric Technician, medical treatment interventions in the field (e.g., Narcan/naloxone)

County shall assign a professional(s) with the training and experience relevant to serve individuals likely to be engaged in this program. Training and experience shall include, but

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

not be limited to, trauma-informed care, outreach and engagement techniques, de-escalation and crisis intervention, harm reduction, motivational interviewing. County shall provide training to establish competence in the areas stated above.

c. Staff Specifications:

1) The Behavioral Health staff shall provide engagement with children and/or adults in the community in conjunction with a San Luis Obispo Fire Department staff(s). The team works together to offer services and supports to people in the City of San Luis Obispo. Services focus on personal service coordination, case management, rehabilitation services, referrals to integrated co-occurring services (mental health and substance use support), housing and other service referrals (for those clients meeting criteria for a referral), social skill development, family reunification options, and other services set forth in Section 1(b)(1) above. The Behavioral Health staff will consider input from MCU staff in determining specific areas and/or individuals residing within the City for prioritized engagement.

d. Staffing:

1.0 FTE Licensed Psychiatric Technician (MCU Behavioral Health Staff)

e. Units of Service:

1) Units Defined:

i. Individual: Unique person identified for behavioral health engagement by City.

ii. Engagement: A meeting, screening, and/or therapeutic intervention with an Individual contacted in City field operation. This may also involve a referral for housing and/or other services.

2) Minimum Annual Units:

i. Increase community engagement through field operations.

ii. Increase engagement of individuals in need of treatment for mental illness, substance use, or co-occurring disorders.

iii. Increase number of individuals receiving employment, education, or housing services.

2. City and County acknowledge that County has also agreed to provide the services of one full-time LPT to the San Luis Obispo Police Department's Community Action Team (CAT) under a similar contract. Prior to deployment of the initial LPT and upon future vacancies of both positions, City and County shall meet and confer to discuss the City's then-existing priority needs for LPT services so that the LPT will be assigned to the City department in which LPT services are most needed and will be most effectively rendered.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation.

a. City shall pay to County any unreimbursed cost for mental health services provided by the County in the following manner:

1) The total payable by the City under the terms of this Contract to County shall not exceed the maximum amount per fiscal year listed in the following table:

Fiscal Year	Maximum Annual Compensation	Total
FY 2024-25	$ 149,246.15	$149,246.15
FY 2025-26 (see note below)	$ 156,708.46	$156,708.46

2) Maximum compensation for all years includes salary plus benefits and supplies for 1.0 FTE Behavioral Health staff.

i. Annual supplies included cell phone and wi-fi device subscriptions; office supplies; required apparel and safety equipment. Safety equipment could be supplied by City, if preferred.

3) City's in-kind contribution includes provision of supplies to include computer, docking, monitors, workspace and furnishing to be provided by the City.

4) Maximum compensation for FY 2025-26 includes a 2.5% Cost of Living Adjustment and a County standard 5% annual step increase from the previous FY.

5) As further set forth in Exhibit C, the City's participation in this Contract in FY2025-26 is contingent upon approval of its City Council.

b. The County will make all reasonable efforts to seek reimbursement from other funding sources when applicable for County provided treatment services. Should the County receive, as a result of such efforts, reimbursement from any source for the services contemplated by this Agreement, County shall notify the City of the amount of the reimbursement, and the amount payable by the City shall be reduced thereby.

City is in the process of becoming a certified California Advancing and Innovating Medi-Cal (CalAIM) provider. Upon certification, the City will be eligible for reimbursement for certain services that may include those included in or contemplated by this Agreement. City and County agree that, should CalAIM or any other source(s) of reimbursement become available that could subsidize the cost of the LPT services contracted for herein, City and County will execute a subsequent agreement regarding the disbursement/allocation of such funds and correlating reduction of the amount payable by the City.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

2. Billing.

a. County shall submit invoices to City semi-annually. The first invoice shall be for the period July 1 through December 31 and the second invoice shall be for the period January 1 through June 30. Should the first semi-annual invoice be for an amount over fifty percent (50%) of the total Contract amount, City and County shall meet and confer in good faith to determine and implement appropriate measures to ensure that there will not be a cost overrun. Appropriate measures to prevent Contract dollar amount overrun may include service reductions and/or adjustments and/or changes to the Contract. These measures shall not include any reduction in the amount of compensation County receives for services provided under this Contract, up to the Maximum Annual Compensation. City hereby expressly warrants that it will exercise its best efforts to ensure that there is no such cost overrun.

b. The City shall fully reimburse County within thirty (30) days after receipt of invoice from the County.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
DURATION AND EFFECTIVE DATE

1. **Effective Date.** This Contract shall be effective as of the date this Contract is signed by the County, and that signator shall be the last to sign.
2. **Service Date.**
   a. Services shall commence on or after July 1, 2024 and shall end upon the end of the duration date, as outlined in section 3 of this Exhibit, below.
   b. The Parties specifically acknowledge that in anticipation of execution of this Contract, services within the scope of this Contract may have been provided in reliance on assurances that this Contract would be executed by the Parties by July 1, 2024. Services may have been rendered from July 1, 2024 to the date the Parties are executing this Contract, and which were intended in the best interest of the public health and welfare.
3. **Duration Date.** This Contract shall remain in effect from the effective date, stated in section 1 of this Exhibit, above, until June 30, 2025, unless terminated sooner pursuant to sections 5 or 6 of Exhibit D, or upon approval of the governing bodies to extend through Fiscal Year 2025-26, or as renewed pursuant to section 4 of this Exhibit.
4. **Option to Renew for One Year.** By mutual agreement of the Parties, this Contract may be renewed for up to, but no more than, two (2) successive one (1) year renewal terms beginning immediately upon the expiration of the Contract's initial one (1) year term (unless extended by the governing bodies, as stated in Section 3 of this Exhibit C.) Each such one (1) year renewal shall be made in writing. The Health Agency Director or designee has the authority to determine whether and to exercise the option to renew this Contract per the County Purchasing Policy.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. **Independent Contractor.** County shall be deemed to be an independent contractor. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the City to exercise discretion or control over the professional manner in which County provides services. County's services shall be provided in a manner consistent with all applicable standards and regulations governing such services, and with Exhibit A of this Contract
2. **No Eligibility for Fringe Benefits.** County understands and agrees that County and its personnel are not, and will not be, eligible for membership in or entitled to any benefits from any City group plan for hospital, surgical, or medical insurance, or for membership in any City retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a City employee.
3. **Warranty of County for Provision of Services.** County shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. County shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other laws applicable to the type(s) of services rendered under this Contract. County agrees that it shall immediately notify City in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by County and/or its employees. County warrants that it, and each of the personnel employed or otherwise retained by County will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.
4. **Warranty of County Regarding Compliance with all Laws.** County shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the County shall immediately notify the City in writing.
5. **Termination for Convenience.**
   a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience ("Notice of Termination for Convenience"). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least sixty (60) calendar days after the date of the Notice of Termination for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience.
   b. Termination for convenience shall have no effect upon the rights and obligations of the Parties arising out of any services, which were provided prior to the effective date of such

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination.

c. In the event of termination for convenience, all County's obligations to provide services shall automatically terminate on the effective date of termination. County shall thereafter have no further rights, powers, or privileges against City under or arising out of this Contract.

d. Neither this section nor section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

6. **Power to Terminate.** Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors. Similarly, termination may be effectuated by the City Manager without the need for action or approval by the San Luis Obispo City Council.

7. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the County, County shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of City. Any such assignment, transfer, or delegation without City's prior written consent shall be null and void.

8. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the Parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. County shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. County specifically acknowledges that in entering into and executing this Contract, County relies solely upon the provisions contained in this Contract and no others.

9. **Governing Law and Venue.** This Contract shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its conflict of law's provisions. Each party hereto agrees that the exclusive venue for any action or proceeding that may be brought, or arise out of, this Contract, shall be the Superior Court of the state of California for the County of San Luis Obispo.

10. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11. **Severability.** The Parties agree that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the Parties as closely as possible.

12. **Nondiscrimination.** Parties will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

employee or applicant for employment because of race, color, religion, sexual orientation, gender, gender identity, or gender expression, disability or national origin, or other conditions contained in Presidential Executive Order number 11246.

13. **Reasonable Accommodation Compliance.** County shall adopt or maintain reasonable accommodation policies and procedures, or maintain compliance with existing policies and procedures, that are consistent with the Americans with Disabilities Act, 42 U.S.C. Section 12131 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, and California Government Code Section 11135, and all other applicable anti-discrimination statutes, including the California Fair Employment and Housing Act.

14. **Notices.**

a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers:

1) To the County:
Star Graber, PhD, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535
Fax: (805) 781-1273

2) To City of San Luis Obispo at:
Todd Tuggle, Fire Chief
San Luis Obispo Fire Department
2160 Santa Barbara Avenue
San Luis Obispo, CA 93401
Phone: (805) 781-7380

b. Any such notice shall be deemed to have been received:

1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; or

2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or

3) In the case of mailing, on the third business day following posting.

15. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

16. **Signatory Authority.** City warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

17. **Indemnification.**

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

a. To the fullest extent permitted by law, County shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of County, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the County's services under this Contract, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. County's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County, the City, its officials, officers, employees, agents, or volunteers.

b. To the fullest extent permitted by law, City shall defend (with counsel of County's choosing), indemnify and hold the County, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of City, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the City's services under this Contract, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. City's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, the County, its officials, officers, employees, agents, or volunteers.

18. Insurance. County shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, County shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The County shall take out and maintain, during the performance of all work under this Contract, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following: (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Contract.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles or self-insured retention shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Contract, the County shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto) in an amount not less than $1,000,000 combined single limit for each accident.

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

(i) County certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Contract. County shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). County shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(ii) To the extent County has employees at any time during the term of this Contract, at all times during the performance of the work under this Contract, the County shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. County shall require all subconsultants to obtain and maintain, for the period required by this Contract, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Contract the County shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in the minimum amount of $1,000,000 per claim and in the aggregate. This insurance shall be endorsed to include contractual liability applicable to this Contract and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the County. "Covered Professional Services" as designated in the policy must specifically include work performed under this Contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and County agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Contract.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Contract.

f. Evidence Required

Prior to execution of the Contract, the County shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) County shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Contract, except that the County shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Contract, the County shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that County's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Contract. County shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Contract. County shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Contract; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Contract.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials,

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

officers, employees, agents, and volunteers or shall specifically allow County or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. County hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the County from liability in excess of such coverage, nor shall it limit the County's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by County, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the County pursuant to this Contract, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Contract, any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by County or City will withhold amounts sufficient to pay premium from County payments. In the alternative, City may cancel this Contract.

(iii) The City may require the County to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Contract.

j. Subconsultant Insurance Requirements.

County shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by County, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

19. **Force Majeure.** Neither County nor City shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, states or other governmental bodies; any laws or regulations of such municipal, federal, states or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Contract.

20. **Inspection or Audit of Records by Local, State or Federal Agency.**

    a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars ($10,000) is subject to examination and audit of the state Auditor for a period of three (3) years after final payment under the Contract.

    b. Additionally, City shall allow the County, state Department of Health Care Services ("DHCS"), United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States (Government Accountability Office, "GAO"), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by City and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the City shall furnish any such record, or copy thereof, to County, DHCS, HHS, or GAO as requested. Nothing in this provision shall require the City to maintain records beyond the applicable adopted retention period.

21. **Nondisclosure.** All reports, information, documents, or any other materials prepared by County under this Contract are the property of County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by City without County's prior written consent, unless such disclosure is required by the California Public Records Act or other law, or by court order.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

22. **Conflict of Interest.** City acknowledges that City is aware of and understands the provisions of Government Code sections 1090 et seq. and 87100 et seq., which relate to conflict of interest of public officers and employees. City certifies that City is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. City agrees to comply with applicable requirements of Government Code sections 1090 et seq. and 87100 et seq. during the term of this Contract.

23. **Immigration Reform and Control Act.** City acknowledges that City, and all subcontractors hired by City to perform services under this Contract, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. City certifies that City and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by City to perform services under this Contract are in compliance with IRCA.

24. **Third Party Beneficiaries.** Parties both expressly understand that the enforcement of the terms and conditions and all rights of action related to enforcement of this Contract shall be strictly reserved to County and City. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

25. **Tax Information Reporting.** Upon request, County shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

26. **Delegation of Authority.**

    a. Delegation of Authority to Amend the Contract: The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the County Contracting for Services Policy allows the Health Agency Director or designee to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to County.

    b. Delegation of Authority to Exercise the Option to Renew the Contract and to Approve Associated Rate Changes: The County Purchasing Policy allows the Health Agency Director or designee to decide whether to exercise the option to renew this Contract for two (2) one (1) year periods pursuant to Exhibit C.

    c. Limitation on Delegation: Any amendment or option to renew made pursuant to this delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. **Compliance with Health Care Laws.** County agrees to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations ("C.F.R."), Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA"), and the Health Insurance Portability and Accountability Act ("HIPAA"). This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. **No Discrimination In Level Of Services.** As a condition for reimbursement, Parties shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of medical or medication status or other source of funding, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.

3. **Nondiscrimination.**

   a. Parties shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86 dated May 4, 1977.

   b. Parties shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder. (California Code of Regulations, Title 2, section 7285 et seq.) The County shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   c. Parties shall comply with all state and federal nondiscrimination laws and regulations, and shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.

4. **Confidentiality.** Parties shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq. and 5328 et seq.; 42 C.F.R. section 431.300 et seq.; 42 C.F.R. Part 2; California Medical Information Act ("CMIA"); the Health Insurance Portability and Accountability Act

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

("HIPAA") and its implementing regulations, including but not limited to 45 C.F.R. Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract (the Business Associate Agreement). Any conflict between the terms and conditions of this Contract and Exhibit F shall be read so that the more legally stringent terms and obligations of the Parties shall control and be given effect. Parties shall not disclose any client/patient identifying information, except as otherwise authorized by law.

5. **Drug Free Workplace.** City shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the Federal Drug-Free Workplace Act of 1988, Section 5151 et seq. of Subtitle D of Title V of United States Public Law 100-690 (100th Congress). City shall certify that none of its employees, contractors, or agents use drugs or alcohol in a manner that would affect their ability to perform any functions required by this Contract.

6. **Record keeping and reporting of services.**

   a. Parties shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable federal, state, and County record maintenance requirements.

   b. City shall submit informational reports as required by County on forms provided by or acceptable to County with respect to City's program, major incidents, and fiscal activities of the program.

   c. City shall retain records of services rendered under the Medi-Cal program or any other health care program administered by DHCS for a minimum of ten (10) years from the final date of the contract period between Parties, from the date of completion of any audit, or from the date the service was rendered, whichever is later in accordance with Welfare and Institutions Code section 14124.1.

7. **State Audits.** Pursuant to California Code of Regulations, Title 9, section 1810.380, County shall be subject to state oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the state and County. If the County is determined to be out of compliance with state or federal laws and/or regulations, the state may require actions of the County to rectify any out of compliance issue, which may include financial implications.

8. **Equipment.** City shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

   a. All required Behavioral Health forms; and

   b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

9. **Other Employment.** County shall retain the right to provide services at another facility or to operate a separate private practice, subject, however, to the following prohibitions:
   a. No such private practice shall be conducted or solicited on City premises or from City-referred clients.
   b. Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.
10. **State Department of Health Care Services Contract.** City agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the DHCS to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775.)
11. **Use of Information Provided by the Social Security Administration.** City shall comply with all conditions required under the Social Security Administration agreement with the DHCS available at:
    https://www.slocounty.ca.gov/departments/health-agency/compliance-and-privacy-program/compliance-and-privacy-program-services/health-agency-contractor-and-network-provider-supp
12. **License Information.**
    a. County agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law.
13. **Professional Licensing Waiver Requirements.** When the County employs or contracts with a provider who is licensed in another state, the County shall obtain a Professional Licensing Waiver from DHCS pursuant to Department of Mental Health ("DMH") Letter No 02-09 prior to allowing the provider to perform services pursuant to this contract. The Professional Licensing Waiver shall remain in effect until such time as the provider is registered with the appropriate California licensing board.
14. **Gifts.** Gifts may not be charged to this Contract, whether to County or City staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.
15. **Reports of Death, Injury, Damage, or Abuse.**
    a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, City shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, City shall promptly submit to County a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of City's employees and/or agents who were involved with the incident; (4) the names of City employees, if any, involved with the incident; and (5) a detailed description of the incident.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

b. Child Abuse Reporting. Parties shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code section 11164 et seq. County shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

c. Child Death Review. Parties may disclose confidential mental health information to a County interagency child death review team that is investigating a child's death as per, Penal Code section 11174.32, the Interagency Child Death Review.

d. Elder Abuse Reporting. Parties shall ensure that all known or suspected instances of abuse or neglect of elderly people sixty-five (65) years of age or older and dependent adults age eighteen (18) years of age or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act. (Welfare and Institutions Code § 15600 et seq.) County shall require that all its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

16. Trafficking Victims Protection Act of 2000.

a. Parties shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 (22 U.S.C. § 7104(g)) as amended by section 7102. For full text, see:

http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

b. Parties, Parties' employees, and subcontractors shall not:

1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect.

2) Procure a commercial sex act during the period of time that the Contract is in effect.

3) Use forced labor in the performance of the award or sub-awards under the Contract.

c. Parties shall:

1) Immediately notify the County's Behavioral Health Administrator, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in section 16.a. of this Exhibit.

2) Include the requirements of this section in any subcontract awarded under this Contract.

d. Violation of any of these provisions is cause for immediate termination of the Contract.

17. Disclosure of Unusual Incidents. City shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within twenty-four (24) hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to the County's Behavioral Health Administrator, within seventy-two (72) hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. City shall

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

18. Charitable Choice.

a. Parties shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Parties shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Parties shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

b. Parties shall comply with 42 C.F.R. Part 54.

c. City shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by DHCS.

19. No Unlawful Use or Unlawful Use Messages Regarding Drugs. Parties agree that information produced through funds allocated under this Contract, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol. (Health and Safety Code sections 11999-1199.3.) Parties agree that it shall enforce, and shall require its agents, including subcontractors, to enforce these requirements.

20. Restriction on Distribution of Sterile Needles. Parties agree that no Substance Abuse Prevention and Treatment ("SAPT") Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

21. Managed Care Final Rule. City shall comply with Managed Care Final Rule and County policy, if applicable, to provide timely access to services and abide by accessibility standards as per the Managed Care Final Rule. (Mental Health Parity and Addiction Equity Act of 2008, MHPAEA.) County reserves the right to adjust this policy if the state changes the rule.

22. California Values Act. Parties, acting as providers of mental health and wellness services to clients, shall comply with Government Code sections 7284.2 and 7284.8, Cooperation with Immigration Authorities. Parties shall ensure effective policing, to protect the safety, well-being, and constitutional rights of clients served by City by limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law, while assuring City services remain safe and accessible to all California residents, regardless of immigration status. For full text, see:

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=7284.2.&lawCode=GOV

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

23. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act. (21 U.S.C. section 812.)

24. **Debarment and Suspension.**

    a. City shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp. p. 189) and 12689 (3 C.F.R. Part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

    b. Executive Order 12549.

        1) The City shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 C.F.R. Part 1001.

25. **Byrd Anti-Lobbying Amendment (31 USC 1352).** City certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. City shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

26. **Information Access for Individuals with Limited English Proficiency.** Parties shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and the City of San Luis Obispo, a California municipal corporation, (hereafter "City"), together "Parties" and individually "Party".

WITNESSETH

WHEREAS, County is interested in providing outreach and engagement to individuals experiencing behavioral health crises within the jurisdiction of the San Luis Obispo Police Department; and

WHEREAS, County has staff that is specially trained, experienced, expert, and competent to perform such special services; and

WHEREAS, it is understood and agreed by the Parties that the Parties expect to receive allocations of sufficient funds to pay for these special services.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services**. City hereby engages County to perform, and County hereby agrees to perform for City, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation**. County shall be compensated by City for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration**. The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions**. Parties shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.
5. **Special Conditions**. Parties shall comply with the Special Conditions as set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall control.
6. **Contract Signatures**. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement. This Contract may be executed and delivered by facsimile or scanned signature by any of the parties and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or email as if the original had been received.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

IN WITNESS WHEREOF, County and City have executed this Contract on the day and year set forth below.

CITY OF SAN LUIS OBISPO

By: Signed by: Whitney McDonald 952E5D94C4854FF... Date: 9/13/2024 | 1:48 PM PDT

Whitney McDonald, City Manager

ATTEST:

By: DocuSigned by: Teresa Purrington B98BAD5F9C78436... Date: 9/13/2024 | 1:49 PM PDT

Teresa Purrington, City Clerk

REVIEWED:

By: Signed by: Rick Scott 085E781A5T424C0... Date: 9/13/2024 | 12:20 PM PDT

Rick Scott, Police Chief

Tax ID# Held in Confidential File

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: Debbie Arnold Date: 9/24/24

Chair, Board of Supervisors

ATTEST:

Matt Pontes
County Administrative Officer and Ex-Officio Clerk of the Board of Supervisors

By: Nikki Martin

Deputy Clerk

The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on 9/25/24.

MATTHEW P. PONTES
Ex-Officio Clerk of the Board of Supervisors

By: Nikki Martin
Deputy Clerk

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

Approved as to form and legal effect:

CHRISTINE DIETRICK
CITY ATTORNEY

By: DocuSigned by: _____ Date: 9/13/2024 | 12:12 PM PDT

RITA L. NEAL
COUNTY COUNSEL

By: Signed by: Jared Christensen 34800A080A3F43F... Date: 9/13/2024

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT A

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. Community Action Team (CAT):

a. Program Level Goal: The purpose of the program is to serve the County by embedding a behavioral health care professional (Behavioral Health staff) within a municipal police department Community Action Team (CAT) to respond directly to individuals experiencing behavioral health crises who are in need of outreach and engagement. The CAT Behavioral Health staff shall work closely with Crisis Intervention trained officers in a behavioral health unit within the City focused on individuals experiencing behavioral health crisis, homelessness, transientness, and other high-risk individuals.

b. Program Level Objectives: County shall provide a trained, experienced behavioral health professional(s), to respond directly to individuals experiencing behavioral health crises who come to the attention of law enforcement.

1) County shall provide a full-time (1.0 FTE) Licensed Psychiatric Technician to be Behavioral Health staff embedded in the City Community Action Team. This behavioral health professional(s) shall:

i. Cover forty (40) hours per week on a flexible schedule (may include weekends).

ii. Provide direct crisis intervention to individuals in the community in partnership with law enforcement officers assigned to the CAT unit.

iii. Assist individuals in connecting with behavioral health care and other needed resources.

iv. Provide needed follow-up support to individuals who previously contacted or interacted with the CAT unit.

v. Provide outreach to individuals who call the police department or 911 but do not require an immediate in-person response.

vi. Participate in cross-training with police officers assigned to the CAT unit.

vii. Agree to safety protocols that establish law enforcement as the controlling authority at scenes of behavioral health crises.

viii. Assist the CAT in assessing and transporting individuals to be detained under voluntary or involuntary medical holds, and, when appropriate under the professional judgment of the Licensed Psychiatric Technician, petition for and participate in judicial processes to extend involuntary commitment orders and/or conservatorships of the person.

ix. Administer, in accordance with the training and judgment of the Licensed Psychiatric Technician, medical treatment interventions in the field (e.g., Narcan/naloxone).County shall assign a professional(s) with the training and experience relevant to serve individuals likely to be engaged in this program. Training and experience shall include, but not be limited to, trauma-informed care, outreach and engagement techniques, de-escalation and crisis intervention, harm

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

reduction, motivational interviewing. County shall provide training to establish competence in the areas stated above.

c. Staff Specifications:

1) The Behavioral Health staff shall provide engagement with children and/or adults in the community in conjunction with a San Luis Obispo Police Department officer(s). The team works together to offer services and supports to people in the City of San Luis Obispo. Services focus on personal service coordination, case management, rehabilitation services, referrals to integrated co-occurring services (mental health and substance use support), housing and other service referrals (for those clients meeting criteria for a referral), social skill development, family reunification options, and other services set forth in Section 1(b)(1) above.

d. Staffing:

1.0 FTE Licensed Psychiatric Technician (CAT Behavioral Health Staff)

e. Units of Service:

1) Units Defined:

i. Individual: Unique person identified for behavioral health engagement by City.

ii. Engagement: A meeting, screening, and/or therapeutic intervention with an Individual contacted in City field operation. This may also involve a referral for housing and/or other services.

2) Minimum Annual Units:

i. Increase community engagement through field operations.

ii. Increase engagement of individuals in need of treatment for mental illness, substance use, or co-occurring disorders.

iii. Increase number of individuals receiving employment, education, or housing services.

2. City and County acknowledge that County has also agreed to provide the services of one full-time LPT to the San Luis Obispo Fire Department's Mobile Crisis Unit (MCU) under a similar contract. Prior to deployment of the initial LPT and upon future vacancies of both positions, City and County shall meet and confer to discuss the City's then-existing priority needs for LPT services so that the LPT will be assigned to the City department in which LPT services are most needed and will be most effectively rendered.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation.

a. City shall pay to County any unreimbursed cost for mental health services provided by the County in the following manner:

1) The total payable by the City under the terms of this Contract to County shall not exceed the maximum amount per fiscal year listed in the following table:

Fiscal Year	Maximum City Contribution[1]	Total
FY 2024-25	$74,623.08	$74,623.08
FY 2025-26 (see note below)	$78,354.23	$78,354.23

2) Maximum compensation for all years includes salary plus benefits and supplies for 0.5 FTE Behavioral Health staff.

3) City's in-kind contribution includes provision of supplies to include required apparel, safety equipment, computer, docking, monitors, workspace and furnishing to be provided by the City.

4) Maximum compensation for FY 2025-26 includes a 2.5% Cost of Living Adjustment and a County standard 5% annual step increase from the previous FY.

5) As further set forth in Exhibit C, the City's participation in this Contract in FY2025-26 is contingent upon approval of its City Council.

b. The County will make all reasonable efforts to seek reimbursement from other funding sources when applicable for County provided treatment services. Should the County receive, as a result of such efforts, reimbursement(s) from any source for the services contemplated by this Agreement, County shall notify the City of the amount of the reimbursement(s), and the amount payable by the City shall be reduced thereby.

2. Billing.

a. County shall submit invoices to City semi-annually. The first invoice shall be for the period July 1 through December 31 and the second invoice shall be for the period January 1 through June 30. Should the first semi-annual invoice be for an amount over fifty percent (50%) of the total Contract amount, City and County shall meet and confer in good faith to determine and implement appropriate measures to ensure that there will not be a cost overrun. Appropriate measures to prevent Contract dollar amount overrun may include

[1] The full maximum annual compensation for FY2024-2025 and FY2-25-26 is, respectively, $149,246.15 and $156,708.46

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

service reductions and/or adjustments and/or changes to the Contract. These measures shall not include any reduction in the amount of compensation County receives for services provided under this Contract, up to the Maximum Annual Compensation. City hereby expressly warrants that it will exercise its best efforts to ensure that there is no such cost overrun.

b. The City shall fully reimburse County within thirty (30) days after receipt of invoice from the County.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
DURATION AND EFFECTIVE DATE

1. **Effective Date.** This Contract shall be effective as of the date this Contract is signed by the County, and that signator shall be the last to sign.
2. **Service Date.**
   a. Services shall commence on or after July 1, 2024 and shall end upon the end of the duration date, as outlined in section 3 of this Exhibit, below.
   b. The Parties specifically acknowledge that in anticipation of execution of this Contract, services within the scope of this Contract may have been provided in reliance on assurances that this Contract would be executed by the Parties by July 1, 2024. Services may have been rendered from July 1, 2024 to the date the Parties are executing this Contract, and which were intended in the best interest of the public health and welfare.
3. **Duration Date.** This Contract shall remain in effect from the effective date, stated in section 1 of this Exhibit, above, until June 30, 2025, unless terminated sooner pursuant to sections 5 or 6 of Exhibit D, or upon approval of the governing bodies to extend through Fiscal Year 2025-26, or as renewed pursuant to section 4 of this Exhibit.
4. **Option to Renew for One Year.** By mutual agreement of the Parties, this Contract may be renewed for up to, but no more than, two (2) successive one (1) year renewal terms beginning immediately upon the expiration of the Contract's initial one (1) year term (unless extended by the governing bodies, as stated in Section 3 of this Exhibit C.) Each such one (1) year renewal shall be made in writing. The Health Agency Director or designee has the authority to determine whether and to exercise the option to renew this Contract per the County Purchasing Policy.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. **Independent Contractor.** County shall be deemed to be an independent contractor. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the City to exercise discretion or control over the professional manner in which County provides services. County's services shall be provided in a manner consistent with all applicable standards and regulations governing such services, and with Exhibit A of this Contract.
2. **No Eligibility for Fringe Benefits.** County understands and agrees that County and its personnel are not, and will not be, eligible for membership in or entitled to any benefits from any City group plan for hospital, surgical, or medical insurance, or for membership in any City retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a City employee.
3. **Warranty of County for Provision of Services.** County shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. County shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other laws applicable to the type(s) of services rendered under this Contract. County agrees that it shall immediately notify City in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by County and/or its employees. County warrants that it, and each of the personnel employed or otherwise retained by County will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.
4. **Warranty of County Regarding Compliance with all Laws.** County shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the County shall immediately notify the City in writing.
5. **Termination for Convenience.**
   a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience ("Notice of Termination for Convenience"). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least sixty (60) calendar days after the date of the Notice of Termination for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience.
   b. Termination for convenience shall have no effect upon the rights and obligations of the Parties arising out of any services, which were provided prior to the effective date of such

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination.

c. In the event of termination for convenience, all County's obligations to provide services shall automatically terminate on the effective date of termination. County shall thereafter have no further rights, powers, or privileges against City under or arising out of this Contract.

d. Neither this section nor section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

6. **Power to Terminate.** Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors. Similarly, termination may be effectuated by the City Manager without the need for action or approval by the San Luis Obispo City Council.

7. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the County, County shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of City. Any such assignment, transfer, or delegation without City's prior written consent shall be null and void.

8. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the Parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. County shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. County specifically acknowledges that in entering into and executing this Contract, County relies solely upon the provisions contained in this Contract and no others.

9. **Governing Law and Venue.** This Contract shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its conflict of law's provisions. Each party hereto agrees that the exclusive venue for any action or proceeding that may be brought, or arise out of, this Contract, shall be the Superior Court of the state of California for the County of San Luis Obispo.

10. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11. **Severability.** The Parties agree that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the Parties as closely as possible.

12. **Nondiscrimination.** Parties will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

employee or applicant for employment because of race, color, religion, sexual orientation, gender, gender identity, or gender expression, disability or national origin, or other conditions contained in Presidential Executive Order number 11246.

13. **Reasonable Accommodation Compliance.** County shall adopt or maintain reasonable accommodation policies and procedures, or maintain compliance with existing policies and procedures, that are consistent with the Americans with Disabilities Act, 42 U.S.C. Section 12131 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, and California Government Code Section 11135, and all other applicable anti-discrimination statutes, including the California Fair Employment and Housing Act.

14. **Notices.**

a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers:

1) To the County:
Star Graber, PhD, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535
Fax: (805) 781-1273

2) To City of San Luis Obispo at:
Rick Scott, Police Chief
San Luis Obispo Police Department
1042 Walnut Street
San Luis Obispo, CA 93401
Phone: (805) 781-7317

b. Any such notice shall be deemed to have been received:

1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; or

2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or

3) In the case of mailing, on the third business day following posting.

15. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

16. **Signatory Authority.** City warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

17. **Indemnification.**

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

a. To the fullest extent permitted by law, County shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of County, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the County's services under this Contract, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. County's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County, the City, its officials, officers, employees, agents, or volunteers.

b. To the fullest extent permitted by law, City shall defend (with counsel of County's choosing), indemnify and hold the County, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of City, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the City's services under this Contract, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. City's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, the County, its officials, officers, employees, agents, or volunteers.

18. Insurance. County shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, County shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The County shall take out and maintain, during the performance of all work under this Contract, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following: (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(iii) Commercial General Liability Insurance must include coverage for the following:

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Contract.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles or self-insured retention shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Contract, the County shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto) in an amount not less than $1,000,000 combined single limit for each accident.

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

c. Workers' Compensation/Employer's Liability

(i) County certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Contract. County shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). County shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(ii) To the extent County has employees at any time during the term of this Contract, at all times during the performance of the work under this Contract, the County shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. County shall require all subconsultants to obtain and maintain, for the period required by this Contract, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Contract the County shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in the minimum amount of $1,000,000 per claim and in the aggregate. This insurance shall be endorsed to include contractual liability applicable to this Contract and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the County. "Covered Professional Services" as designated in the policy must specifically include work performed under this Contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and County agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Contract.

e. Minimum Policy Limits Required

(i) The following minimum insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Contract.

f. Evidence Required

Prior to execution of the Contract, the County shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) County shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Contract, except that the County shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Contract, the County shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that County's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Contract. County shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Contract. County shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Contract; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Contract.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow County or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. County hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the County from liability in excess of such coverage, nor shall it limit the County's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by County, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the County pursuant to this Contract, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Contract, any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by County or City will withhold amounts sufficient to pay premium from County payments. In the alternative, City may cancel this Contract.

(iii) The City may require the County to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Contract.

j. Subconsultant Insurance Requirements.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

County shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by County, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

19. **Force Majeure.** Neither County nor City shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, states or other governmental bodies; any laws or regulations of such municipal, federal, states or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Contract.

20. **Inspection or Audit of Records by Local, State or Federal Agency.**

    a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars ($10,000) is subject to examination and audit of the state Auditor for a period of three (3) years after final payment under the Contract.

    b. Additionally, City shall allow the County, state Department of Health Care Services ("DHCS"), United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States (Government Accountability Office, "GAO"), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by City and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the City shall furnish any such record, or copy thereof, to County, DHCS, HHS, or GAO as requested. Nothing in this provision shall require the City to maintain records beyond the applicable adopted retention period.

21. **Nondisclosure.** All reports, information, documents, or any other materials prepared by County under this Contract are the property of County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by City without

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

County's prior written consent, unless such disclosure is required by the California Public Records Act or other law, or by court order.

22. **Conflict of Interest.** City acknowledges that City is aware of and understands the provisions of Government Code sections 1090 et seq. and 87100 et seq., which relate to conflict of interest of public officers and employees. City certifies that City is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. City agrees to comply with applicable requirements of Government Code sections 1090 et seq. and 87100 et seq. during the term of this Contract.

23. **Immigration Reform and Control Act.** City acknowledges that City, and all subcontractors hired by City to perform services under this Contract, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. City certifies that City and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by City to perform services under this Contract are in compliance with IRCA.

24. **Third Party Beneficiaries.** Parties both expressly understand that the enforcement of the terms and conditions and all rights of action related to enforcement of this Contract shall be strictly reserved to County and City. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

25. **Tax Information Reporting.** Upon request, County shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

26. **Delegation of Authority.**

    a. Delegation of Authority to Amend the Contract: The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the County Contracting for Services Policy allows the Health Agency Director or designee to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to County.

    b. Delegation of Authority to Exercise the Option to Renew the Contract and to Approve Associated Rate Changes: The County Purchasing Policy allows the Health Agency Director or designee to decide whether to exercise the option to renew this Contract for two (2) one (1) year periods pursuant to Exhibit C.

    c. Limitation on Delegation: Any amendment or option to renew made pursuant to this delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. **Compliance with Health Care Laws.** County agrees to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations ("C.F.R."), Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA"), and the Health Insurance Portability and Accountability Act ("HIPAA"). This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.
2. **No Discrimination In Level Of Services.** As a condition for reimbursement, Parties shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of medical or medication status or other source of funding, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.
3. **Nondiscrimination.**
   a. Parties shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86 dated May 4, 1977.
   b. Parties shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder. (California Code of Regulations, Title 2, section 7285 et seq.) The County shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   c. Parties shall comply with all state and federal nondiscrimination laws and regulations, and shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.
4. **Confidentiality.** Parties shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq. and 5328 et seq.; 42 C.F.R. section 431.300 et seq.; 42 C.F.R. Part 2; California Medical Information Act ("CMIA"); the Health Insurance Portability and Accountability Act

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

("HIPAA") and its implementing regulations, including but not limited to 45 C.F.R. Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract (the Business Associate Agreement). Any conflict between the terms and conditions of this Contract and Exhibit F shall be read so that the more legally stringent terms and obligations of the Parties shall control and be given effect. Parties shall not disclose any client/patient identifying information, except as otherwise authorized by law.

5. **Drug Free Workplace.** City shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the Federal Drug-Free Workplace Act of 1988, Section 5151 et seq. of Subtitle D of Title V of United States Public Law 100-690 (100th Congress). City shall certify that none of its employees, contractors, or agents use drugs or alcohol in a manner that would affect their ability to perform any functions required by this Contract.

6. **Record keeping and reporting of services.**

   a. Parties shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable federal, state, and County record maintenance requirements.

   b. City shall submit informational reports as required by County on forms provided by or acceptable to County with respect to City's program, major incidents, and fiscal activities of the program.

   c. City shall retain records of services rendered under the Medi-Cal program or any other health care program administered by DHCS for a minimum of ten (10) years from the final date of the contract period between Parties, from the date of completion of any audit, or from the date the service was rendered, whichever is later in accordance with Welfare and Institutions Code section 14124.1.

7. **State Audits.** Pursuant to California Code of Regulations, Title 9, section 1810.380, County shall be subject to state oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the state and County. If County is determined to be out of compliance with state or federal laws and/or regulations, the state may require actions of the County to rectify any out of compliance issue, which may include financial implications.

8. **Equipment.** City shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

   a. All required Behavioral Health forms; and

   b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

9. **Other Employment.** County shall retain the right to provide services at another facility or to operate a separate private practice, subject, however, to the following prohibitions:
   a. No such private practice shall be conducted or solicited on City premises or from City-referred clients.
   b. Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.
10. **State Department of Health Care Services Contract.** City agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the DHCS to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775.)
11. **Use of Information Provided by the Social Security Administration.** City shall comply with all conditions required under the Social Security Administration agreement with the DHCS available at:

    https://www.slocounty.ca.gov/departments/health-agency/compliance-and-privacy-program/compliance-and-privacy-program-services/health-agency-contractor-and-network-provider-supp
12. **License Information.**
    a. County agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law.
13. **Professional Licensing Waiver Requirements.** When the County employs or contracts with a provider who is licensed in another state, the County shall obtain a Professional Licensing Waiver from DHCS pursuant to Department of Mental Health ("DMH") Letter No 02-09 prior to allowing the provider to perform services pursuant to this contract. The Professional Licensing Waiver shall remain in effect until such time as the provider is registered with the appropriate California licensing board.
14. **Gifts.** Gifts may not be charged to this Contract, whether to County or City staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.
15. **Reports of Death, Injury, Damage, or Abuse.**
    a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, City shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, City shall promptly submit to County a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of City's employees and/or agents who were involved with the incident; (4) the names of City employees, if any, involved with the incident; and (5) a detailed description of the incident.

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

b. Child Abuse Reporting. Parties shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code section 11164 et seq. County shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

c. Child Death Review. Parties may disclose confidential mental health information to a County interagency child death review team that is investigating a child's death as per, Penal Code section 11174.32, the Interagency Child Death Review.

d. Elder Abuse Reporting. Parties shall ensure that all known or suspected instances of abuse or neglect of elderly people sixty-five (65) years of age or older and dependent adults age eighteen (18) years of age or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act. (Welfare and Institutions Code § 15600 et seq.) County shall require that all its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

16. Trafficking Victims Protection Act of 2000.

a. Parties shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 (22 U.S.C. § 7104(g)) as amended by section 7102. For full text, see:

http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

b. Parties, Parties' employees, and subcontractors shall not:

1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect.

2) Procure a commercial sex act during the period of time that the Contract is in effect.

3) Use forced labor in the performance of the award or sub-awards under the Contract.

c. Parties shall:

1) Immediately notify the County's Behavioral Health Administrator, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in section 16.a. of this Exhibit.

2) Include the requirements of this section in any subcontract awarded under this Contract.

d. Violation of any of these provisions is cause for immediate termination of the Contract.

17. Disclosure of Unusual Incidents. City shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within twenty-four (24) hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to the County's Behavioral Health Administrator, within seventy-two (72) hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. City shall

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

18. Charitable Choice.

a. Parties shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Parties shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Parties shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

b. Parties shall comply with 42 C.F.R. Part 54.

c. City shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by DHCS.

19. No Unlawful Use or Unlawful Use Messages Regarding Drugs. Parties agree that information produced through funds allocated under this Contract, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol. (Health and Safety Code sections 11999-1199.3.) Parties agree that it shall enforce, and shall require its agents, including subcontractors, to enforce these requirements.

20. Restriction on Distribution of Sterile Needles. Parties agree that no Substance Abuse Prevention and Treatment ("SAPT") Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

21. Managed Care Final Rule. City shall comply with Managed Care Final Rule and County policy, if applicable, to provide timely access to services and abide by accessibility standards as per the Managed Care Final Rule. (Mental Health Parity and Addiction Equity Act of 2008, MHPAEA.) County reserves the right to adjust this policy if the state changes the rule.

22. California Values Act. Parties, acting as providers of mental health and wellness services to clients, shall comply with Government Code sections 7284.2 and 7284.8, Cooperation with Immigration Authorities. Parties shall ensure effective policing, to protect the safety, well-being, and constitutional rights of clients served by City by limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law, while assuring City services remain safe and accessible to all California residents, regardless of immigration status. For full text, see:

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=7284.2.&lawCode=GOV

Docusign Envelope ID: 07A1053F-A3A4-44F8-B303-9AD7AFD57FBC

23. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act. (21 U.S.C. section 812.)

24. **Debarment and Suspension.**

    a. City shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp. p. 189) and 12689 (3 C.F.R. Part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

    b. Executive Order 12549.

        1) The City shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 C.F.R. Part 1001.

25. **Byrd Anti-Lobbying Amendment (31 USC 1352).** City certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. City shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

26. **Information Access for Individuals with Limited English Proficiency.** Parties shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

OPTION TO RENEW AND AMENDMENT No. 1

To the CONTRACT FOR BEHAVIORAL HEALTH SERVICES COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

Entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and the City of San Luis Obispo, a California municipal corporation, (hereafter "City"), together "Parties" and individually "Party".

WHEREAS, on September 24, 2024, County and Contractor entered into a contract for fiscal year 2024-25 (the "Contract") under which Contractor agreed to provide certain services; and

WHEREAS, County and Contractor have a need to exercise the option to renew the Contract as per Exhibit C, Section 4. "Option to Renew for One Year"; and

WHEREAS, County and Contractor have a need to amend the Contract to update the scope of services, other terms and the budget under the Contract; and

WHEREAS, the Board of Supervisors delegated to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for two (2) successive one (1)-year periods; and

WHEREAS, the Board of Supervisors delegated to the Health Agency Director or designee the authority to amend the Contract to exchange, delete, or add to the types of services as per Exhibit D.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

1. The Contract, Exhibit A, Section 1. "Mobile Crisis Unit (MCU)," subsection b.1). viii., is deleted and replaced in its entirety with the following:

   viii. Assist the MCU in assessing and transporting individuals to be detained under voluntary or involuntary psychiatric/mental health holds, and, when appropriate under the professional judgment of the Licensed Psychiatric Technician, petition for and participate in judicial processes to extend involuntary commitment orders and/or conservatorships of the person.

2. The Contract, Exhibit C, Section 3. "Duration Date.", subsection a., is deleted and replaced in its entirety with the following:

   a. This Contract shall remain in effect from July 1, 2025, until June 30, 2026, unless terminated sooner pursuant to Exhibit D, Section 5., "Termination for Convenience" of the Contract.

3. All other terms and conditions of the Contract and any amendments not expressly modified herein shall remain in full force and effect.
4. In any instance in which a provision of this Option to Renew and Amendment No. 1 contradicts or is inconsistent with provisions of the Contract, the provision of this Option to Renew and Amendment No. 1 shall prevail.
5. The effective date of this Option to Renew and Amendment No. 1 shall be July 1, 2025.
6. This Option to Renew and Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement. This Option to Renew and Amendment No. 1 may be executed and delivered by facsimile, scanned signature, or electronically by any of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic delivery method, as if the original had been received and shall have the same legal validity and enforceability as a manually executed signature.

IN WITNESS WHEREOF, County and Contractor have executed this Option to Renew and Amendment No. 1 on the day and year set forth below.

CITY OF SAN LUIS OBISPO

By: _____ Date:_____
Whitney McDonald, City Manager

ATTEST:

By: _____ Date:_____
Teresa Purrington, City Clerk

REVIEWED:

By: _____ Date:_____
Todd Tuggle, Fire Chief

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: _____ Date: _____

Nicholas Drews, Health Agency Director

Approved as to form and legal effect.

JON ANSOLABEHERE
COUNTY COUNSEL

By: _____ Date: _____
Deputy County Counsel

OPTION TO RENEW AND AMENDMENT No. 1

To the CONTRACT FOR BEHAVIORAL HEALTH SERVICES COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

Entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and the City of San Luis Obispo, a California municipal corporation, (hereafter "City"), together "Parties" and individually "Party".

WHEREAS, on September 24, 2024, County and Contractor entered into a contract for fiscal year 2024-25 (the "Contract") under which Contractor agreed to provide certain services; and

WHEREAS, County and Contractor have a need to exercise the option to renew the Contract as per Exhibit C, Section 4. "Option to Renew for One Year"; and

WHEREAS, County and Contractor have a need to amend the Contract to update the scope of services, other terms and the budget under the Contract; and

WHEREAS, the Board of Supervisors delegated to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for two (2) successive one (1)-year periods; and

WHEREAS, the Board of Supervisors delegated to the Health Agency Director or designee the authority to amend the Contract to exchange, delete, or add to the types of services as per Exhibit D.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

1. The Contract, Exhibit A, Section 1. "Community Action Team (CAT)," subsection b.1). viii., is deleted and replaced in its entirety with the following:

   viii. Assist the CAT in assessing and transporting individuals to be detained under voluntary or involuntary psychiatric/mental health holds, and, when appropriate under the professional judgment of the Licensed Psychiatric Technician, petition for and participate in judicial processes to extend involuntary commitment orders and/or conservatorships of the person.

2. The Contract, Exhibit C, Section 3. "Duration Date.", subsection a., is deleted and replaced in its entirety with the following:

   a. This Contract shall remain in effect from July 1, 2025, until June 30, 2026, unless terminated sooner pursuant to Exhibit D, Section 5., "Termination for Convenience" the Contract.

3. All other terms and conditions of the Contract and any amendments not expressly modified herein shall remain in full force and effect.
4. In any instance in which a provision of this Option to Renew and Amendment No. 1 contradicts or is inconsistent with provisions of the Contract, the provision of this Option to Renew and Amendment No. 1 shall prevail..
5. The effective date of this Option to Renew and Amendment No. 1 shall be July 1, 2025.
6. This Option to Renew and Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement. This Option to Renew and Amendment No. 1 may be executed and delivered by facsimile, scanned signature, or electronically by any of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic delivery method, as if the original had been received and shall have the same legal validity and enforceability as a manually executed signature.

IN WITNESS WHEREOF, County and Contractor have executed this Option to Renew and Amendment No. 1 on the day and year set forth below.

CITY OF SAN LUIS OBISPO

By: _____ Date:_____
Whitney McDonald, City Manager

ATTEST:

By: _____ Date:_____
Teresa Purrington, City Clerk

REVIEWED:

By: _____ Date:_____
Rick Scott, Police Chief

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: _____ Date: _____

Nicholas Drews, Health Agency Director

Approved as to form and legal effect.

JON ANSOLABEHERE
COUNTY COUNSEL

By: _____ Date: _____
Deputy County Counsel

Department: Community Development
Cost Center: 4008
For Agenda of: 8/19/2025
Placement: Public Hearing
Estimated Time: 30 minutes

FROM: Timmi Tway, Community Development Director
Prepared By: Hannah Hanh, Associate Planner

SUBJECT: REVIEW OF A PLANNED DEVELOPMENT AMENDMENT TO REVOKE THE PLANNED DEVELOPMENT OVERLAY, RELATED TO A MIXED-USE DEVELOPMENT PROJECT AT 1144 CHORRO STREET, FOR SEVEN (7) AFFECTED PROPERTIES. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW.

RECOMMENDATION

Recommend the City Council introduce and adopt an Ordinance revoking the Planned Development Overlay (Ordinance No. 1687 [2020 Series]), related to a development project proposed at 1144 Chorro Street, and amending the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. The project is exempt from environmental review under Section 15301(b)(3) (General Rule Exemption) of the California Environmental Quality Act (CEQA) Guidelines.

PROJECT REQUEST

On behalf of Copeland Properties (Copeland), Jamestown Premier Retail LP (Jamestown), and NKT Commercial (NKT) (Applicants and Affected Property Owners[1]), Mark Rawson (Representative) has submitted a Planned Development (PD) Amendment (PDEV-0428-2023) to revoke the PD Overlay (Ordinance No. 1687 [2020 Series]) for seven (7) properties located at 1144 Chorro Street; 895, 898, and 973 Higuera Street; and 876 and 890 Marsh Street (Attachment B, Figure 1). Revocation of the PD Overlay would rezone these properties from the Downtown Commercial Zone with Planned Development Overlay (C-D-PD) and Downtown Commercial Zone with Historic and Planned Development Overlays (C-D-H-PD) to Downtown Commercial Zone (C-D) and Downtown Commercial Zone with Historic Overlay (C-D-H), respectively.

[1] These three (3) Applicants cumulatively own all properties affected by the PD Overlay, as follows:
- Copeland – 973 Higuera Street
- Jamestown – 895 and 898 Higuera Street; 876 and 890 Marsh Street; and 868 and 870 Monterey Street
- NKT – 1144 Chorro Street

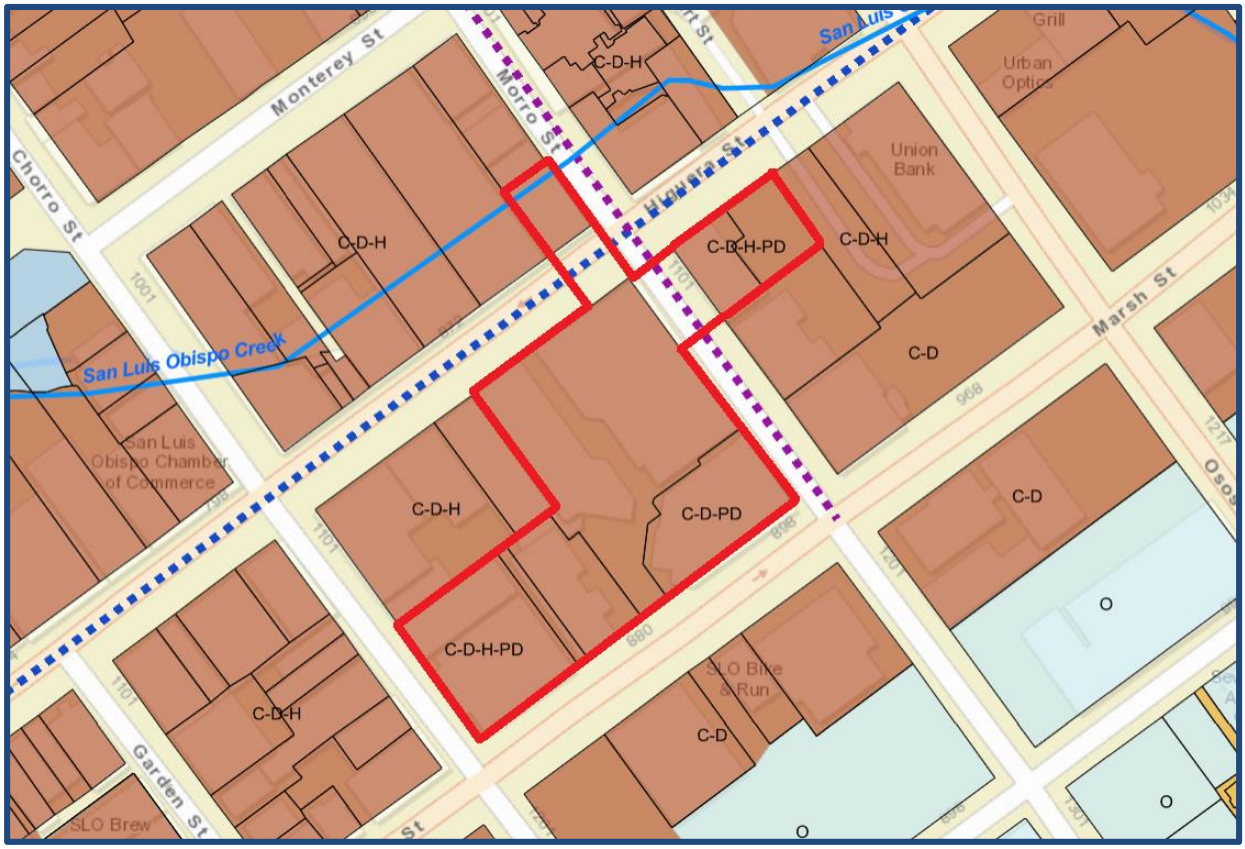


Figure 1 – Area of the PD Overlay[2]

It should be noted that the approval of the PD Overlay was specific to facilitating the mixed-use development proposed at 1144 Chorro Street (1144 Chorro Mixed-Use Project), which was approved in 2020. However, the Applicants are no longer interested in pursuing this project due to various changes in circumstances. Because this development project will no longer occur, the Applicants are now requesting to revoke the PD Overlay as a clean-up to the Zoning Map. The revocation of this overlay is intended to clarify the regulations that would apply to these properties for future development projects.

DISCUSSION

Background

After a series of public hearings with the Architectural Review Commission, Cultural Heritage Committee, Planning Commission, and City Council in 2019 – 2020, the City Council adopted Ordinance No. 1687 approving the PD Overlay (PDEV-0509-2019 and EID-0475-2019) for seven (7) properties on September 1, 2020 (Staff Report, Minutes).

[2] Revocation of the PD Overlay would result in the rezoning of the seven (7) properties outlined in Figure 1. Permanent preservation of an off-site building at 868 and 870 Monterey Street was identified and required as part of the original project approval. Because the property at 868 and 870 Monterey is offsite and not within the PD Overlay, there would be no changes to its zone.

This approval of Ordinance No. 1687 was accompanied by Resolution No. 11160, which is the separate approval on August 18, 2020 for the six-story mixed-use development proposed at 1144 Chorro (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019).

The PD Overlay was required to allow the transfer of unused density credits between neighboring properties and to construct the 1144 Chorro Mixed-Use Project at its desired density[3]. In accordance with San Luis Obispo Municipal Code (SLOMC) Section 17.70.040(B)(1), this PD Overlay identified participating properties at 895, 898, and 973 Higuera Street and 876 and 890 Marsh Street (which are primarily developed with commercial uses) that were willing to transfer their respective unused density credits to consolidate residential development at 1144 Chorro Street.

Changes in Circumstances and Current Status

Following the entitlement approvals in 2020, the following changes have occurred:

- In October 2023, Jamestown sold the property at 1144 Chorro Street to NKT.
- As the new Property Owner of 1144 Chorro, NKT is not interested in pursuing (or re-initiating) the 1144 Chorro Mixed-Use Project and has obtained entitlement and building permit approvals to allow different uses at the site[4].
- Approval of the 1144 Chorro Mixed-Use Project (Resolution No. 11160) expired on August 28, 2024[5]. Because this PD Overlay is specific to facilitating the 1144 Chorro Mixed-Use Project and does not have any transferrable purpose or benefit, the overlay is no longer needed and unnecessarily references the requirements of an expired development project on the Zoning Map.
- There is public interest in developing other properties within the PD Overlay on an individual basis[6].

Due to these various changes in circumstances, the owners of all seven (7) affected properties have requested to revoke the PD Overlay (Attachment B).

---

[3] The application of development standards, including the calculation for maximum residential density, generally follows the lot lines of an *individual lot* and does not extend to the greater boundaries of a *project site,* which may comprise of multiple lots, unless otherwise allowed through a discretionary approval (e.g., PD Overlay, Specific Plan, etc.).

[4] A Minor Use Permit (USE-0455-2024) was approved for a proposed office use on October 24, 2024, and a building permit (BLDG-0088-2025) was issued for the associated tenant improvements on April 28, 2025. This building is intended for the combined function of Cal Poly's Mustang Shop, Center for Innovation [CIE], and Small Business Development Center [SBDC]. Removal of this PD Overlay was not required to allow changes in commercial uses at the site.

[5] The expiration date of this project approval was automatically tolled and extended by multiple State and Local emergency ordinances during the COVID-19 Pandemic. The last of these actions includes the City Council's adoption of Resolution No. 11396, which terminated the Declaration of a Local Emergency for the COVID-19 Pandemic and provided an automatic 18-month time extension for all discretionary approvals until August 28, 2024. An additional time extension was not requested as allowed by SLOMC Section 17.104.070, and this approval expired on August 28, 2024.

[6] Agenda correspondence for the Planning Commission's initial review on July 9, 2025 indicates that there is interest in developing a mixed-use project at 973 Higuera Street, which is currently located within the PD Overlay.

While development approvals may expire if an Applicant does not move forward with subsequent steps in the permitting process, the adoption of a PD Overlay is an amendment to the Zoning Map that does not expire. Therefore, per SLOMC Section 17.48.100, a rezoning process, which includes review by the Planning Commission and adoption by the City Council, is required to remove the PD Overlay.

Analysis of the Request

On July 9, 2025, the Planning Commission reviewed and unanimously recommended the City Council revoke the PD Overlay because required findings for its initial approval would no longer be applicable and/or met (Resolution), based on the following:

1. The purpose of adopting this PD Overlay in 2020 was to facilitate a specific accompanying project at 1144 Chorro Street;

2. Approval of that accompanying project at 1144 Chorro Street (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019) has expired;

3. Any community benefits and mandatory project features required of, or resulting from, the development project would no longer occur because the accompanying project approval has expired and the property owner of 1144 Chorro Street does not wish to re-initiate;

4. All current owners of the seven (7) affected properties do not wish to re-initiate the project as previously approved;

5. The property owner of 1144 Chorro Street has actively pursued entitlement and building permit approvals for different uses at the property;

6. The PD Overlay encumbers seven (7) properties in downtown, not under common ownership, by referring to an expired project approval on the Zoning Map; and

7. Revocation of the PD Overlay would amend and clean up the Zoning Map by removing the reference to an expired project approval and its associated requirements (e.g., mitigation measures from the environmental review; deviations allowed by the PD overlay; conditions of approval, etc.). Revocation would provide clarity in applicable regulations of the affected properties and remove unnecessary restrictions on development thereof.

While the PD Overlay does not preclude changes in use (e.g., changes in commercial uses) for these properties, it may result in confusion and/or cause conflict for future development projects that include the construction of new residential units because one of the primary purposes of this PD Overlay is to allow the transfer of density credits. To address potential confusion and/or conflict related to the number of allowable density units for individual properties affected by the overlay, revocation of the PD Overlay is recommended as a clean-up to the Zoning Map.

If the City Council revokes the PD Overlay, the seven (7) affected properties would be rezoned from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. These were the zones in place prior to the PD Overlay approval. Any future development proposed on these properties would be subject to requirements of the underlying C-D zone, and Historic Overlay (H) as appropriate.

Public Engagement
In accordance with Government Code Section 65854, public notice was provided at least 20 days before the Planning Commission hearing on July 9, 2025, and this City Council hearing on August 19, 2025. The public has the opportunity to comment on the item before and/or at each hearing. If the City Council moves forward with introducing the ordinance to revoke the overlay, public notice would be provided as required for the subsequent City Council hearing for the second reading to adopt the ordinance.

CONCURRENCE

The Council Agenda Report was reviewed by the Community Development Department, Finance Department, City Attorney, and City Administration for concurrence.

ENVIRONMENTAL REVIEW

The project is exempt from environmental review under Section 15301(b)(3) (General Rule Exemption) of the CEQA Guidelines. This “Common Sense” exemption states that CEQA only applies to projects that have the potential for causing significant effect on the environment. Since the scope of this request is limited to an amendment on the Zoning Map and does not facilitate any development project, it would not have an effect on the environment. Additionally, the mitigation measures required as part of the PD Overlay adoption in 2020 were only applicable to the development project for 1144 Chorro Street as proposed at the time. Should there be any new development proposed at 1144 Chorro Street or any of the other affected properties, those projects would be evaluated on an individual basis for consistency and compliance with all applicable regulations in effect at that time, including environmental review.

FISCAL IMPACT

Budgeted: N/A Budget Year: 2025-26
Funding Identified: Yes

Fiscal Analysis

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

The PD Amendment application for this revocation request was paid by the Applicant, and there is no upfront cost resulting from the revocation of the PD Overlay on the Zoning Map. If Council adopts the Ordinance to revoke the overlay, subsequent development projects proposed on these properties would be subject to the appropriate permitting applications, which are applicant-funded review processes.

ALTERNATIVES

1. **Continue the review of the revocation request**. An action to continue the review of the revocation request should include a detailed list of additional information and/or analysis required to make a decision.

2. **Do not introduce and adopt the Ordinance to revoke the PD Overlay.** Retention of the PD Overlay would mean that a reference to an expired development project and its associated requirements would remain on the Zoning Map. If the reference remains, it may result in (a) confusion related to the number of allowable density units for individual properties affected by the overlay and/or (b) conflict for future development projects that include the construction of new residential units because one of the primary purposes of this PD Overlay is to allow the transfer of density credits to a specific property at 1144 Chorro Street.

ATTACHMENTS

A. Draft Ordinance revoking the Planned Development Overlay (Ordinance No. 1687 [2020 Series]) related to a development project at 1144 Chorro Street
B. Request for Revocation of the PD Overlay

ORDINANCE NO. _____ (2025 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, REVOKING THE PLANNED DEVELOPMENT OVERLAY (ORDINANCE 1687 [2020 SERIES]), RELATED TO A DEVELOPMENT PROJECT PROPOSED AT 1144 CHORRO STREET, AND AMENDING THE ZONING MAP TO REZONE THE SEVEN (7) ASSOCIATED PROPERTIES FROM C-D-PD AND C-D-H-PD TO C-D AND C-D-H, RESPECTIVELY. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW (CEQA) (1144 CHORRO STREET; 895, 898, AND 973 HIGUERA STREET; 876 AND 890 MARSH STREET; AND 868 AND 870 MONTEREY STREET; PDEV-0428-2023)

WHEREAS, the City Council of the City of San Luis Obispo conducted a public hearing in the Council Chambers of City Hall, 990 Palm Street, San Luis Obispo, California, on September 17, 2019, initiating the project review with consideration of the Community Benefits and Mandatory Project Features for the Planned Development Overlay (PD Overlay), pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a web-based public hearing on June 1, 2020, recommending approval of the project with direction to the Planning Commission for consistency with the Community Design Guidelines, pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the Cultural Heritage Committee of the City of San Luis Obispo conducted a web-based public hearing on June 22, 2020, recommending approval of the project with direction to the Planning Commission for consistency with the Historic Preservation Ordinance and Historic Preservation Program Guidelines, pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a web-based public hearing on July 8, 2020, recommending approval of the project with direction to the City Council for consistency with the General Plan and Zoning Regulations, pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a web-based public hearing on August 18, 2020, introducing an ordinance amending the Zoning Regulations Map to change the zoning designation of seven (7) properties from C-D-H to C-D-H-PD and C-D to C-D-PD for a PD Overlay; and approving the development of a six-story mixed-use building consisting of approximately 30,000 square feet of commercial/office space and 50 residential dwelling units pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019 and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a web-based public hearing on September 1, 2020, approving the PD Overlay for seven (7) properties within the Downtown Commercial Zone and adopting an ordinance (Ordinance No. 1687 [2020 Series]) amending the Zoning Regulations Map to change the zoning designation of the associated properties from C-D to C-D-PD and C-D-H to C-D-H-PD pursuant to a proceeding instituted under PDEV-0509-2019 and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the City Council's approval of a six-story mixed-use development consisting of approximately 30,000 square feet of commercial/office space and 50 residential dwelling units, instituted under ARCH-1687-2018, PDEV-0509-2019 and EID-0475-2019, expired on August 28, 2024, and the property owner of 1144 Chorro Street does not wish to re-initiate; and

WHEREAS, the City's Community Development Department received a complete application submittal on May 15, 2025, confirming that all affected owners of the seven (7) associated properties are in agreement and requesting to revoke the PD Overlay, related to the development project proposed at 1144 Chorro, instituted under PDEV-0428-2023; 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 July 9, 2025, recommending the City Council revoke the PD Overlay related to the development project proposed at 1144 Chorro and amend the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, pursuant to a proceeding under PDEV-0428-2023; Copeland Properties, Jamestown Premier Retail LP, and NKT Commercial, applicants; 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 August 19, 2025, for the purpose of introducing an Ordinance to revoke the PD Overlay related to the development project proposed at 1144 Chorro and amend the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, pursuant to a proceeding under PDEV-0428-2023; Copeland Properties, Jamestown Premier Retail LP, and NKT Commercial, applicants; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the City Council has duly considered all evidence, including the testimony of interested parties and the evaluation and recommendation by staff, presented at said hearing.

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

SECTION 1. Findings. Based upon all evidence, the City Council revokes the Planned Development Overlay, related to the development project at 1144 Chorro Street, because the required findings previously made for Ordinance No. 1687 (2020 Series) would no longer be applicable and/or met, based on the following:

1. The purpose of adopting this PD Overlay in 2020 was to facilitate a specific accompanying project at 1144 Chorro Street;

2. Approval of that accompanying project at 1144 Chorro Street (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019) has expired;

3. Any community benefits and mandatory project features required of, or resulting from, the development project would no longer occur because the accompanying project approval has expired and the property owner of 1144 Chorro Street does not wish to re-initiate;

4. All current owners of the seven (7) affected properties do not wish to re-initiate the project as previously approved;

5. The property owner of 1144 Chorro Street has actively pursued entitlement and building permit approvals for different uses at the property;

6. The PD Overlay encumbers seven (7) properties in downtown, not under common ownership, by referring to an expired project approval on the Zoning Map; and

7. Revocation of the PD Overlay would amend and clean up the Zoning Map by removing the reference to an expired project approval and its associated requirements (e.g., mitigation measures from the environmental review; deviations allowed by the PD overlay; conditions of approval, etc.). Revocation would provide clarity in applicable regulations of the affected properties and remove unnecessary restrictions on development thereof.

SECTION 2. Environmental Determination. The project is exempt from environmental review under Section 15301(b)(3) (General Rule Exemption) of the California Environmental Quality Act (CEQA) Guidelines. This “Common Sense” exemption states that CEQA only applies to projects that have the potential for causing significant effect on the environment. Since the scope of this request is limited to an amendment on the zoning map and does not facilitate any development project, it would not have an effect on the environment. Additionally, the mitigation measures required as part of the PD Overlay adoption in 2020 were only applicable to the development project for 1144 Chorro Street as proposed at the time. Should there be any development proposed on 1144 Chorro Street or any of the other affected properties, those projects would be evaluated on an individual basis for consistency and compliance with all applicable regulations in effect at that time, including environmental review.

SECTION 3. Action. The City Council hereby adopts an ordinance to revoke the PD Overlay, related to a development project proposed at 1144 Chorro Street, and rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively, as shown in Exhibit A and incorporated herein.

EXHIBIT A



Proposed Zoning Map with the C-D and C-D-H Zones

SECTION 4. A summary of this ordinance, together with the names of the Council members voting for and against, shall be published at least 5 days prior to its final passage, in the New Times, a newspaper published and circulated in this City. The Ordinance shall be effective 30 days after its final passage.

INTRODUCED on the _____ day of _____ 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:
RECUSED:
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

973 Higuera

Copelands Properties
1026 Chorro Street
San Luis Obispo, CA 93401

May 14, 2025

Community Development Department
919 Palm Street
San Luis Obispo, CA 93401

Attn: Hannah Hanh, Planning Division
805-781-7432
hhanh@slocity.org

Re: 1144 Chorro Street PD Abandonment

Dear Hannah,

1144 Chorro Street, San Luis Obispo received an entitlement in 2019 for Development Review approval (ARCH-1687-2018) and environmental review (EID-0475-2019).

We are confirming the following as requested, in connection with removal of the PD Overlay.

- Jamestown is no longer the property owner. The property was sold to NKT Commercial in October 2023.
- The 1144 Chorro six-story project is not being pursued, and we do not propose any amendment to the existing entitlement.
- City staff have been asked to move forward with revoking / removing the PD overlay across all affected parcels (which includes 973 Higuera).

Please feel free to contact me if you need anything further.

Thank you,

Mark Rawson AIA
mark@copelandproperties.com
805-440-4521

Cc: Mike Copeland

Jamestown SLO Premier Retail LP

1026 Chorro Street, Suite 270
San Luis Obispo, CA 93401

May 14, 2025

Community Development Department
919 Palm Street
San Luis Obispo, CA 93401

Attn: Hannah Hanh, Planning Division
805-781-7432
hhanh@slocity.org

Re: 1144 Chorro Street PD Abandonment

Dear Hannah,

1144 Chorro Street, San Luis Obispo received an entitlement in 2019 for Development Review approval (ARCH-1687-2018) and environmental review (EID-0475-2019).

We are confirming the following as requested, in connection with removal of the PD Overlay.

- Jamestown is no longer the property owner. The property was sold to NKT Commercial in October 2023.
- The 1144 Chorro project is not being pursued, and we do not propose any amendment to the existing entitlement.
- City staff has been asked to move forward with revoking / removing the PD overlay across all affected parcels (which includes 973 Higuera).

Please feel free to contact me if you need anything further.

Thank you,



Mark Rawson AIA
mark@copelandproperties.com
805-440-4521

Cc: Vivian McDiarmid, Jamestown
David Grey, Jamestown

NKT Commercial
684 Higuera Street, Suite B
San Luis Obispo, CA 93401

May 12, 2025

Community Development Department
919 Palm Street
San Luis Obispo, CA 93401

Attn: Hannah Hanh, Planning Division
805-781-7432
hhanh@slocity.org

Re: 1144 Chorro Street PD

Dear Hannah,

1144 Chorro Street, San Luis Obispo received an entitlement in 2019 for Development Review approval (ARCH-1687-2018) and environmental review (EID-0475-2019).

We are confirming the following as requested, in connection with removal of the PD Overlay.

- Jamestown is no longer the property owner. The property was sold to NKT Commercial in October, 2023.
- The 1144 Chorro six-story project is not being pursued, and we do not propose any amendment to that entitlement.
- City staff has been asked to move forward with revoking / removing the PD overlay across all affected parcels (which includes 1144 Chorro).

Please feel free to contact me if you need anything further.

Thank you,

Paul Tompkins
Chief Operating Officer
NKT Commercial / PEDP Inc (1144 Chorro Ownership Entity)

Department: Utilities
Cost Center: 6002
For Agenda of: 8/19/2025
Placement: Study Session
Estimated Time: 60 minutes

FROM: Aaron Floyd, Utilities Director
Prepared By: Chris Lehman, Deputy Director - Wastewater

SUBJECT: SEWER INFRASTRUCTURE RENEWAL STRATEGY AND PRIVATE SEWER LATERAL PROGRAM UPDATES

RECOMMENDATION

1. Receive a presentation and conduct a Study Session on the 2025 Wastewater Collection System Infrastructure Renewal Strategy, including proposed updated capacity-constrained areas infiltration and intrusion reduction approaches; and
2. Receive and file the 2025 Wastewater Collection System Infrastructure Renewal Strategy report, and provide strategic direction regarding the following:
   a. Continuance of the Wastewater Flow (Sewer Lateral) Offset Program; and
   b. Updated General Plan Water and Wastewater Element Capacity Constrained Boundaries Map; and
   c. Expansion of Private Sewer Lateral Replacement Rebate eligibility to include all sewer lateral replacements within the newly defined capacity-constrained areas; and
   d. Evaluation of a Private Sewer Lateral Inspection Rebate program.

REPORT-IN-BRIEF

This report provides a summary of the public health and regulatory reasons for existing Municipal Code and program requirements related to operation and maintenance of a safe and sanitary sewer system and private sewer lateral infrastructure; Council direction and action to date regarding these codes and programs; the status and progress made through the City's improvements to public infrastructure and implementation of programs for private sewer lateral inspections, repairs, and replacements; and a summary and status of the legal action and settlement agreement that initiated the current codes and programs. This report also summarizes the results of wastewater flow modeling and the 2025 Wastewater Collection System Infrastructure Renewal Strategy (WWCIRS, Attachment A), including an updated proposed Capacity-Constrained Area map (Attachment B). Public outreach was conducted prior to this Study Session, and the discussion items identified by staff were in part developed based on feedback from interested members of the public, developers, and realtor groups. The report concludes with staff's presentation of discussion items for Council to consider, staff's

recommendations regarding these discussion items, with requests for direction regarding existing programs and subsequent approvals for a General Plan Amendment (specific to the capacity-constrained area map) and modifications to rebate programs. **Figures presented in the body of the report are available in full size as Attachment C to this report.**

Inflow and Infiltration (I&I) flows in the City of San Luis Obispo are significant and impact all users of the wastewater system. Inflow is stormwater that enters private sewer laterals through direct connections such as a downspout, roof drain, yard drain, or foundation drain. These direct connections are illegal under City Municipal Code Sections 13.08.030 and 13.08.040. Infiltration is water that flows through the ground and can seep, trickle, or flow into the wastewater collection system through cracks in sewer mains and/or private sewer laterals. Effective I&I reduction is necessary to eliminate sanitary sewer overflows (SSOs) and pipe surcharging, reduce the amount of I&I flow to the Water Resource Recovery Facility (WRRF), and maintain available pipe capacity to serve planned infill development. Sanitary sewer overflows are a public health risk and can result in National Pollutant Discharge Elimination System (NPDES) Permit violations, fines from the Regional Water Quality Control Board (RWQCB), beach closures by the San Luis Obispo County Public Health Department, Clean Water Act third-party lawsuits, or a long-term enforcement agreement referred to as a consent decree. While significant progress has been made in addressing and managing the risks associated with sewer conveyance capacity limitations, achieving success will continue to require both public and private investment.

Development of the 2025 WWCIRS (Attachment A) included the collection of wastewater flow data, the completion of a system-wide capacity modeling study in 2024, and the completion of an updated wastewater flow model. Based on the results of the analysis, recommendations for capital improvement sewer projects are included in the 2025 WWCIRS, which will be utilized by staff as a guidance document to investigate and evaluate future capital projects for Council's consideration during the development and adoption of future financial plans.

As discussed further in this report, staff requests strategic direction from the City Council regarding the following:

1) Continuance of the Wastewater Flow (Sewer Lateral) Offset Program. Alternatives to the continuance of this program are presented and discussed in Study Session Question #1. Continuance of the program without modification would not require further council action. Should Council decide to direct staff to proceed with one of the alternatives to continuing the program, staff would need to complete an update to the City's Municipal Code, which would not be feasibly adopted until sometime in 2026.

2) Updated sewer capacity-constrained boundaries map (Attachment B). If Council directs staff to proceed with an updated boundaries map and retain the existing Private Sewer Lateral Offset Program, staff plan to present the updated map as an amendment to the Water and Wastewater Element of the General Plan to the Planning Commission on October 22, 2025. Staff would then return to Council with the Planning Commission's recommendation on December 2, 2025.

3) Expansion of existing private sewer lateral replacement rebate eligibility to include *all* properties within capacity-constrained areas (including multi-family and commercial). Currently, only single-family residential properties qualify for this rebate. If Council directs staff to proceed with the rebate program amendment, staff will provide a draft Resolution to execute expanded rebate eligibility for Council's consideration on December 2, 2025.

4) Evaluation of a new short-term rebate to incentivize private sewer lateral inspections within capacity-constrained areas. If Council directs staff to proceed with the rebate program, staff anticipates that the new rebate would be implemented through the 26-27 Supplemental Budget or the 27-29 Financial Plan. Following an initial pilot program, staff would review the effectiveness of the new rebate and confirm funding availability before making a recommendation for a longer-term rebate program.

POLICY CONTEXT

The primary goal of the Wastewater Flow Offset (Private Sewer Lateral) and Rebate Programs continues to be the reduction of inflow and infiltration from private sewer laterals and reducing the potential for SSOs, while accommodating housing development and furthering the City's Major Goal of Housing and Neighborhood Livability-Healthy, Safe, and Affordable.

California River Watch Settlement Agreement

On July 7, 2016, the City entered into a settlement agreement with California River Watch regarding alleged Clean Water Act violations. The settlement agreement included a "sunset" date of July 7, 2023, which meant, in part, that California River Watch agreed not to sue the City for the period between July 7, 2016, and July 7, 2023 (refer to further discussion in the Background section of this Council Agenda Report). The settlement agreement required the City to consider two Supplemental Environmental Programs intended to secure significant benefits to the local environment. The following programs are excerpted from that agreement:

Lateral Inspection and Repair Program: Within one (1) year from the Effective Date of this Agreement, the City staff shall recommend to the City Council an ordinance establishing program for the inspection, repair, and/or replacement of private sewer laterals. The program proposed will use the following events as a basis or trigger" for inspection, repair, and/or replacement:

1. *Transfer of ownership of the property if no inspection or replacement of the sewer lateral occurred within twenty (20) years prior to the transfer;*

2. *If two (2) or more sanitary sewer overflows are caused by the same private sewer lateral within the immediate past two (2) years; or*

3. *Where the application for a building permit indicated the expected addition of flow through the private lateral (e.g. addition of bathrooms, bedrooms, addition living space).*

Voluntary Private Lateral Replacement Rebate Program: The City staff shall recommend a Voluntary Private Lateral Replacement Rebate Program. For three (3) years from establishment, the Program will provide, on a first come, first served basis, one thousand ($ 1,000) dollars toward the total replacement costs of a residential private lateral, not to exceed a total of fifty thousand ($ 50,000) dollars annually.

The settlement agreement with California River Watch did not mandate that the City adopt either of these programs, but it did mandate that the City Council consider an ordinance to establish such programs. Council provided direction to staff at study sessions on October 4, 2016, and April 4, 2017. On May 16, 2017, Council considered and did not approve a proposed private sewer lateral ordinance that would have required mandatory repair or replacement of defective laterals prior to a change of ownership in real property. Based on feedback received during recent public outreach, this option has been brought back to Council for consideration during this Study Session. This option is presented within Study Session Question #1 regarding continuance of the existing Wastewater Flow Offset program.

Following the 2017 study sessions, and after deliberation and further study, the City adopted its Private Sewer Lateral Offset and Private Sewer Lateral Inspection Upon Sale requirements (August 20, 2019), and Private Sewer Lateral Rebate program (August 20, 2019), which are currently in place today. The current inspection upon sale requirements *do not* require the repair or replacement of defective laterals prior to a change in ownership of real property.

2006 General Waste Discharge Requirements and 2015 WWCIRS

The City completed its prior WWCIRS in April 2015, which will be superseded by the 2025 WWCIRS, presented as Attachment A in this report. The City Council approved an update to the Water and Wastewater Management Element of the General Plan in May of 2018, which included the identification of capacity-constrained (sewer conveyance) areas.

The State Water Resources Control Board (SWRCB) adopted statewide General Waste Discharge Requirements (GWDR) for publicly owned sanitary sewer systems in 2006. The GWDR required the development and implementation of a system-specific local sewer system management plan that documents a comprehensive program for sewer system operation, maintenance, repair, and reporting of all sanitary sewer overflows into the California Integrated Water Quality System (CIWQS) reporting database. The City is required to comply with these statewide requirements. The City Council approved the 2019 Sewer System Management Plan on May 7, 2019, which has since been superseded (see below).

2023 General Waste Discharge Requirements

The SWRCB adopted an updated statewide GWDR for publicly owned sanitary sewer systems on June 5, 2023. The updated GWDR requires the development and implementation of a system-specific local sewer system management plan that documents a comprehensive program for sewer system operation, maintenance, repair, and reporting of all sanitary sewer overflows in the California Integrated Water Quality System (CIWQS) reporting database. The City is required to comply with these statewide requirements. The City Council approved the (current) 2025 Sewer System Management Plan on March 4, 2025.

DISCUSSION

Background

Private sewer laterals are the portion of the sewer lines that connect from a residence or commercial structure up to and including the point of connection with the publicly owned sewer main (Figure 1).

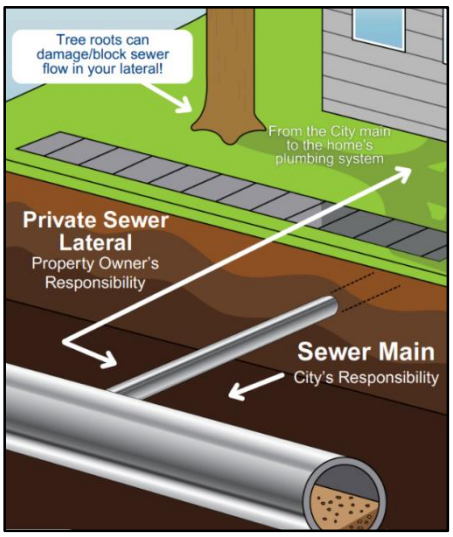


Figure 1: Private sewer lateral connection to City sewer main

The City estimates that there are **13,421** private sewer laterals citywide, including **3,052** within the proposed updated (draft) capacity-constrained areas. Notably, *this is a significant reduction* from the **7,000** private sewer laterals located in the current capacity-constrained areas. These changes are discussed and presented in the *Proposed Updated Capacity Constrained Areas* section of this report.

Pursuant to City Municipal Code Section 13.08.395, inspection and maintenance of private laterals are the responsibility of the property owner. Inspections are required when any of the following events occur: 1) after a sanitary sewer overflow (spill) occurs, or, 2) upon submittal of a building permit for the addition of a bedroom, bathroom, or kitchen in a residential structure, or the addition of a non-residential space or an additional plumbing fixture unit in non-residential structures, or, 3) change in the use of

the structure (e.g. residential to non-residential resulting in a higher flow or where the structure has been vacant or unoccupied for more than three years), or, 4) increased water domestic meter size or addition of a domestic new water meter, or, 5) subdivision of a property, or, 6) upon findings of I&I, or, 7) upon change in ownership of real property. Inspections are required regardless of whether the property is in a capacity-constrained area.

Exceptions to inspection requirements include 1) new construction or if a lateral was installed within the last 20 years, or 2) a lateral inspection has already been completed within the last five years, or 3) if the lateral is located within a common interest development.

Impact of Inflow and Infiltration on the City's Wastewater Collection System

The City has separate public stormwater and public sewer systems; however, during wet weather, the City's wastewater collection system experiences a significant increase in volume due to storm-related flows. Though not intended to be conveyed or treated by the wastewater system, stormwater enters wastewater pipes directly through improperly plumbed drains (inflow) and/or as groundwater that seeps through cracked wastewater pipes (infiltration). An illustration of common sources of inflow and infiltration (I&I) is presented below in Figure 2. Significant I&I in the collection system can result in SSOs, which can have public and environmental health impacts. Under these conditions, peak flows to the City's WRRF have exceeded 20 million gallons a day (MGD) in a 24-hour period, where expected flows are under four MGD in a typical 24-hour period. Treatment of this excess wastewater flow increases energy used for pumping, treatment, and chemical usage. I&I also consumes capacity in the collection system, resulting in increased capital requirements to increase pipeline size, energy, and other costly treatment expenses. The comprehensive flow study completed by the City in 2024 identified multiple locations in the collection system that experienced elevated flows due to I&I, which is discussed in detail in the 2025 WWCIRS (Attachment A). These elevated flows result in the identification of capacity-constrained areas of the wastewater collection system that are unable to accommodate the impacts of I&I safely.

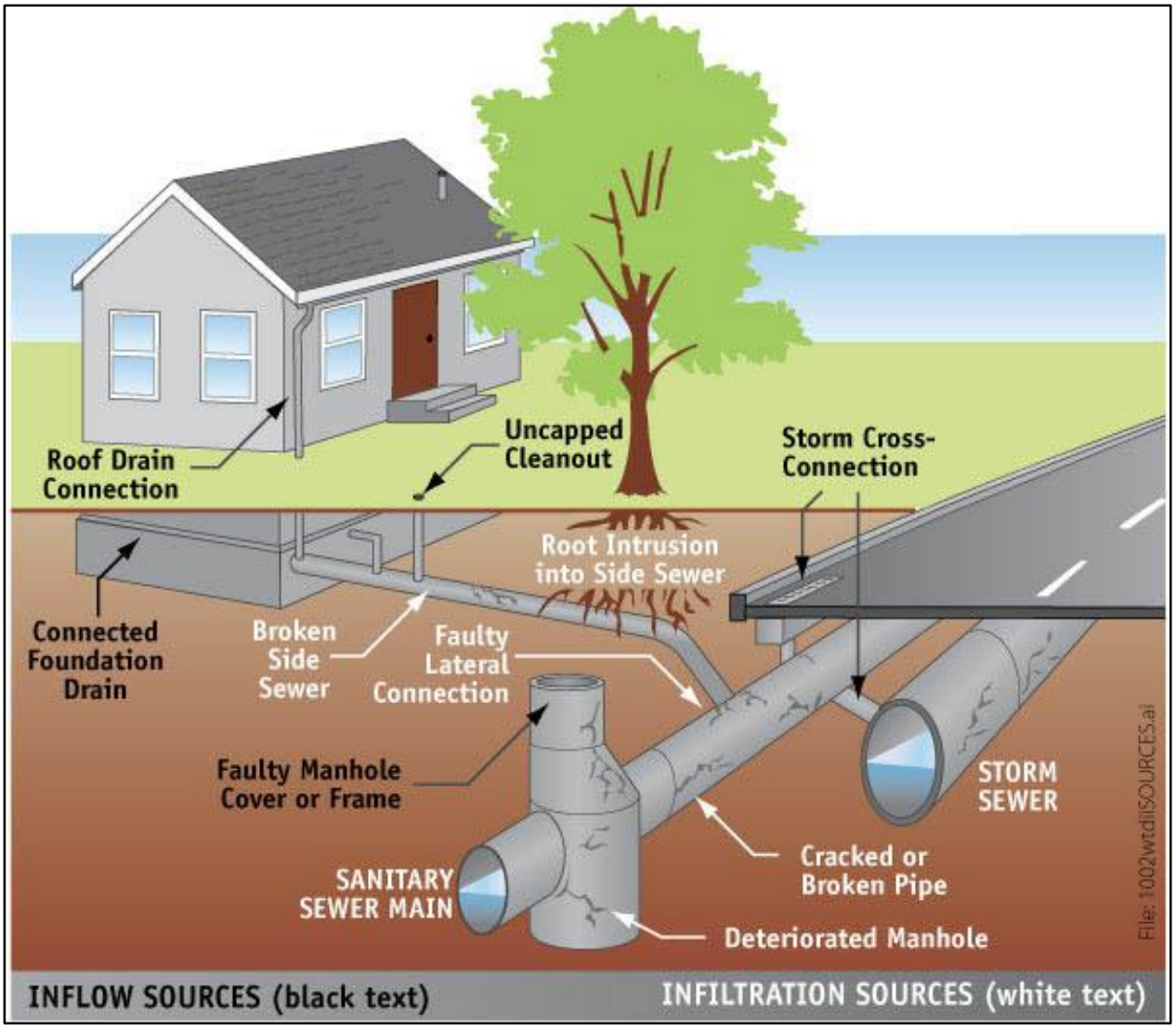


Figure 2: Sources of Inflow and Infiltration

City's Progress in Reducing Sanitary Sewer Overflows

The City has made significant progress over the years in repairing and replacing its aging wastewater infrastructure and in reducing SSOs. The City has 148 miles of wastewater pipelines and roughly 165 miles of private sewer laterals, making over 50 percent of the system privately maintained. The City has collected condition data on the public wastewater collection system through closed-circuit television (CCTV) inspections; approximately 95 percent of the public system has been inspected since 2013, which excludes assessment of force mains that staff are unable to inspect due to technology limitations and without major service disruptions. CCTV inspections, which are ongoing, have been completed in accordance with the terms of the River Watch settlement.

Based on condition assessments, pipe deficiencies are prioritized for repair or replacement through the Sewer Fund's capital improvement program. The City completed substantial rehabilitation of publicly-owned sewer mains, maintenance holes, and lift stations, as shown in Figure 3, below. The City invests approximately $1.8 million annually in collection system maintenance and minor construction repairs. This includes lift station maintenance, hydro cleaning, and closed-circuit television inspection of the City's sewer mains.

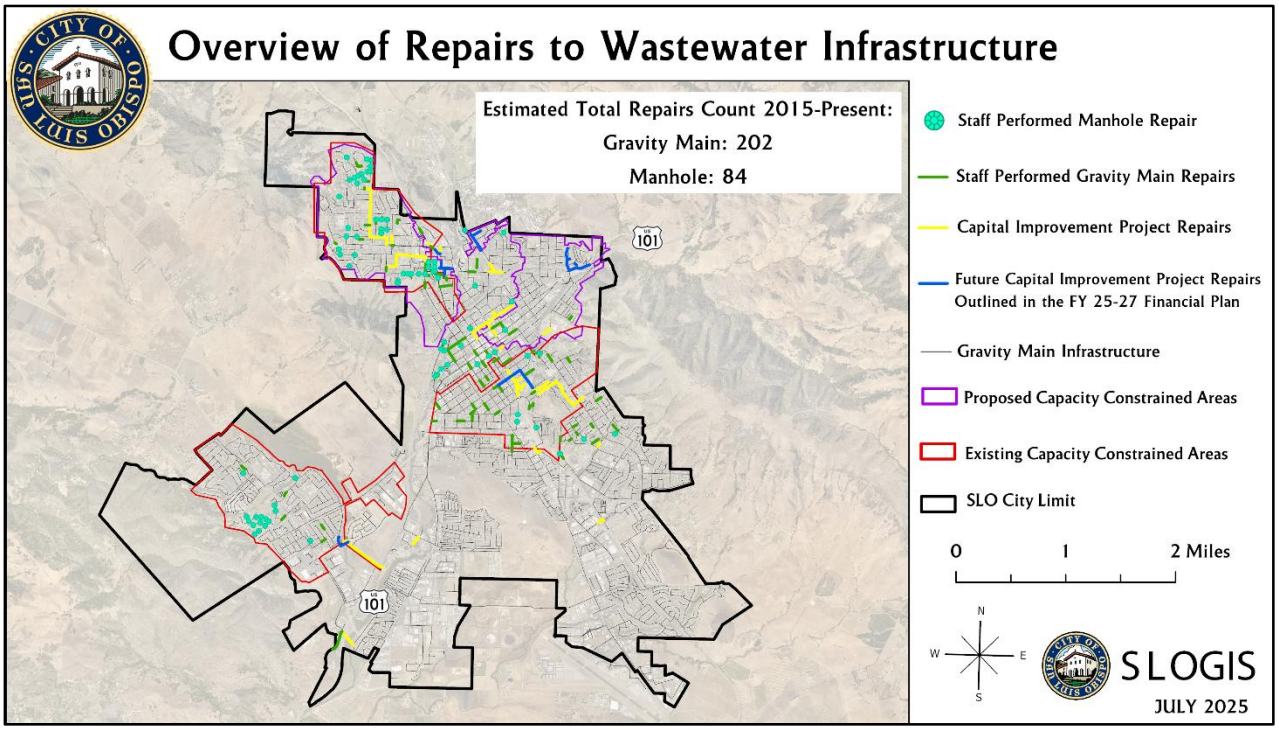


Figure 3: City CIPs completed, all areas, and approved future Capital Improvement Projects, from 2015 to present

Future proposed collection system improvements recommended in the 2025 WWCIRS (Figure 4, see following page), and by the City (Figure 5, see the following page), will require study, design, and budget adoption.

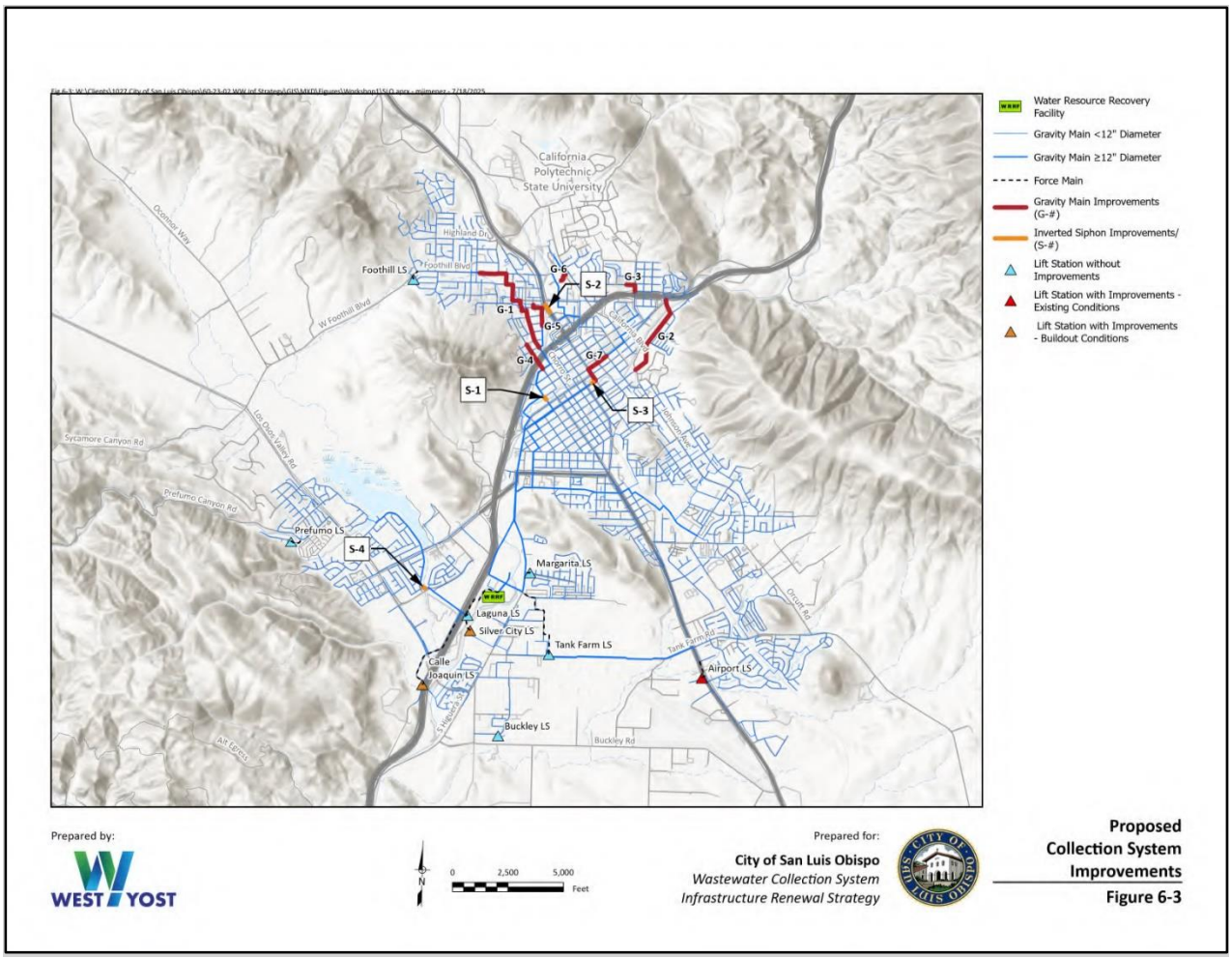


Figure 4: Proposed (future) collection system improvements recommended in the 2025 WWCIRS (will require further study and budget adoption)

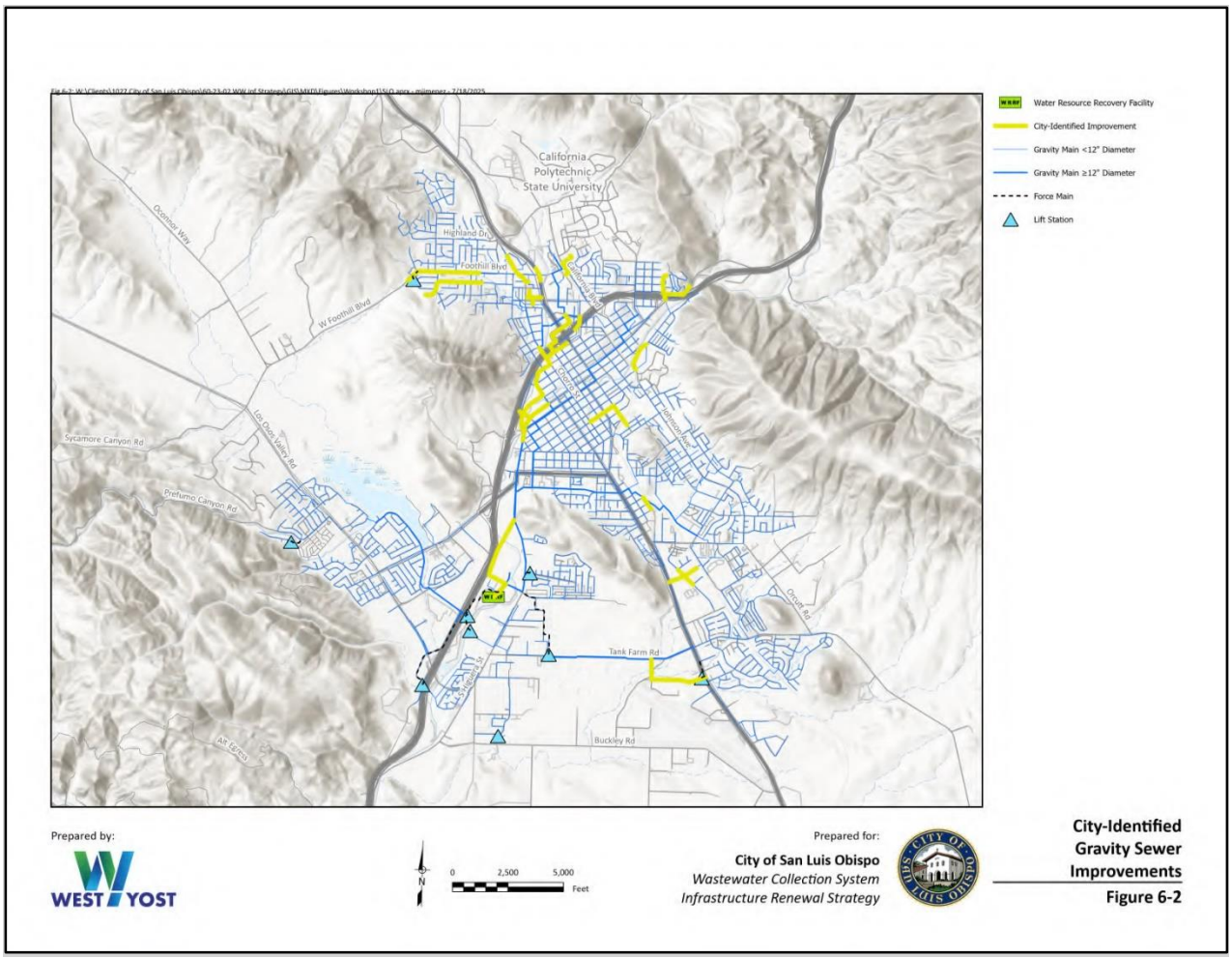


Figure 5: Proposed (future) collection system improvements identified by the City (will require further study and budget adoption)

Since the completion of the 2015 WWCIRS, the City has also:

1) Completed updated modeling of the collection system and prioritization of capital projects needed to address pipeline age, condition, and capacity issues; these recommended capital projects are presented in the 2025 WWCIRS. The 2025 WWCIRS resulted in the City purchasing new modeling software, which allows for some in-house capacity evaluations (i.e., staff conduct the modeling rather than relying on consultant services) and supports developer-funded contracted modeling for private projects. It also enables staff to model modified flows to address capacity issues. The model has been integrated into the City's GIS platform, which allows for more frequent minor updates as capital projects and private development projects are implemented;

2) Updated City Design Standards (Uniform Design Criteria) to require CCTV inspection and repair or replacement for re-use of an existing private sewer laterals as specified in Municipal Code Section 13.08.395.C (see Background introductory paragraph for conditions that trigger these requirements);

3) Reduced SSOs, or spills from public infrastructure (Figure 6) from a peak of 35 in 2021 to *one* in 2025, and reduced system failures through a dynamic cleaning and repair program that utilizes Artificial Intelligence (AI) to address the highest risks first;

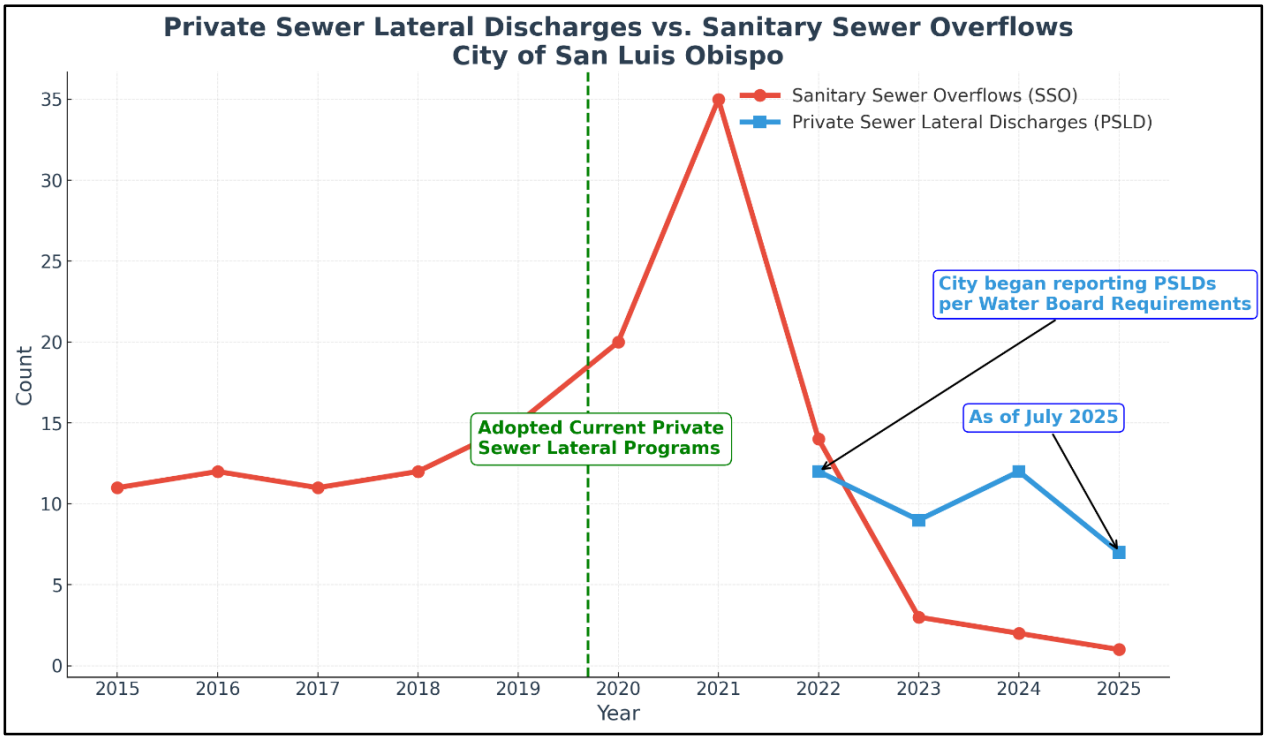


Figure 6: Public (SSO) and Private (PSLD) Sewer Spill Trend[1]

4) Doubled treatment capacity at the WRRF from 4.5 to 9 million gallons to accommodate I&I through the WRRF Upgrade Project (2019-2025); and

5) Installed a network of 22 remote monitoring devices that allow staff to actively monitor and respond to blockage events to prevent spills (SSOs). First installed in 2019, the city currently has five "Smart Covers" in service, which are depicted as red circle icons in Figure 7 (see following page). In early 2025, the City purchased and deployed 17 additional (blue icon) advanced meters across the system, placing them at key locations identified in the recent flow study. These meters are intended to support long-term data collection to improve monitoring and will help identify and refine data that helps identify I&I or capacity issues within the collection system. The five Smart Covers have been installed in high-priority locations, such as creek crossings and siphons, that have a history of blockages. The 17 additional monitoring devices may be relocated as needed to respond to emerging concerns or shifting priorities within the collection system.

[1] Water Board requirements for tracking PSLDs changed in 2022. Data for 2025 will be completed at year end.

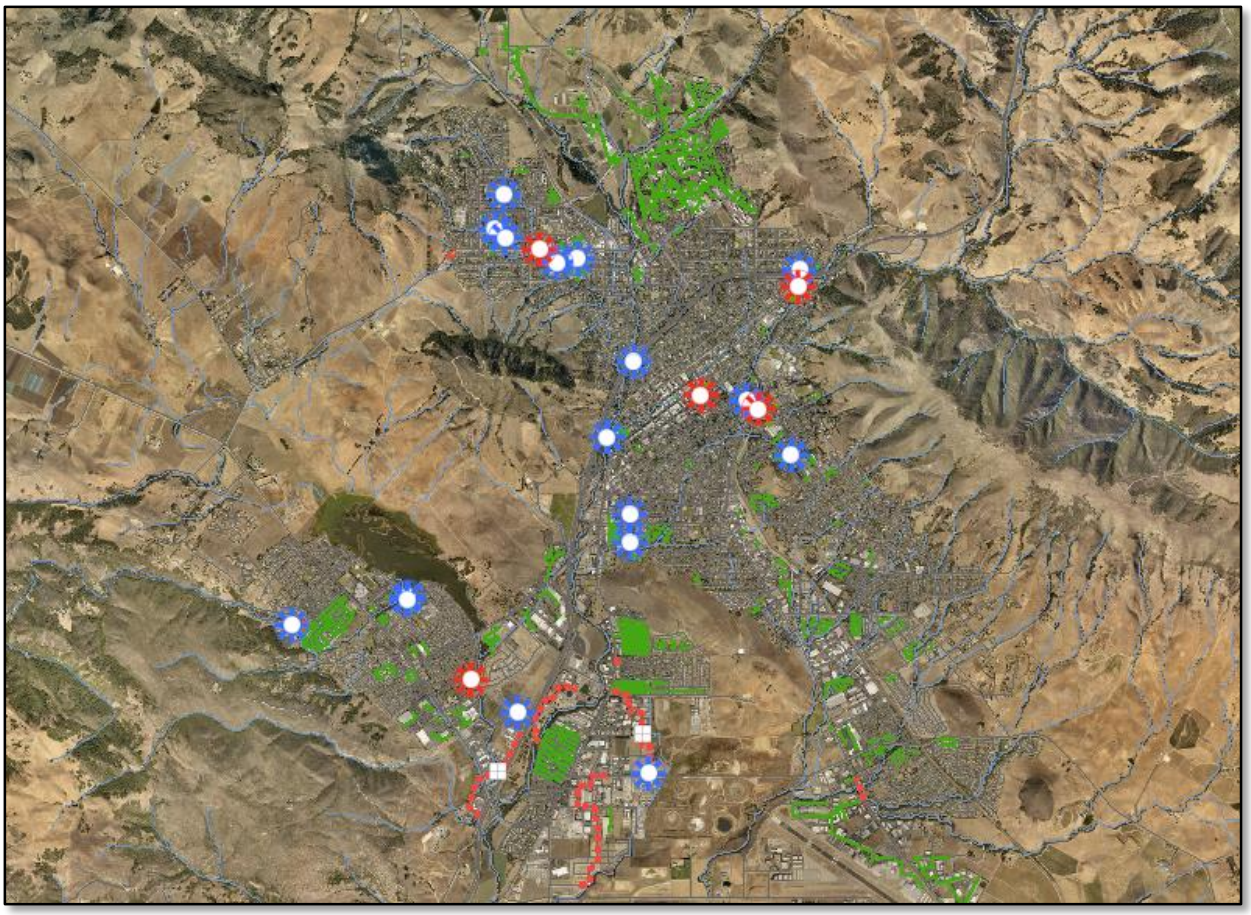


Figure 7: Remote Sewer Level Monitoring Devices

California River Watch Lawsuit Settlement, Sunset, and Remaining Risks

After further evaluation in consultation with the City Attorney's Office, staff have determined that modification or elimination of one or more of the City's private sewer lateral programs (Wastewater Flow Offset, Inspection Upon Sale, or Rebate) would not violate the terms of the River Watch settlement agreement, which expired on July 7, 2023. However, due to the ongoing possibility of private sewer lateral discharges (spills), staff recommend maintaining the existing private sewer lateral programs to address failing private infrastructure. Maintaining*, and/or refining* existing private sewer lateral programs will help manage public and environmental health risks and demonstrate to Non-Government Organizations (NGOs) and the City's regulators that there are safeguards in place and ongoing progress is occurring to ensure that the City is proactively protecting the public and environmental health of the community, which will also reduce the risk of future fines and litigation associated with sewer spills.

Private Sewer Lateral Programs

Inspection of and Replacement of Existing Private Sewer Laterals

After an ordinance revision was made on August 20, 2019, with some exceptions[2], after January 1, 2020, all private sewer laterals connected to the city's sewer system are required to be inspected at the property owner's sole expense when certain events occur, such as sewer spills, transfer of property ownership, and certain building permit conditions[3]. Following an inspection required by transfer of property ownership, the inspection results must be disclosed to the purchaser of the property, but repair/replacement of poor or failed laterals is not triggered by sale alone.

These inspections have produced a dataset critical to the success of the overarching private sewer lateral programs, which aim to correct private infrastructure deficiencies with a data-driven approach that is focused on the highest areas of risk.

This program also requires repair or replacement of sewer laterals that do not comply with the condition requirements identified in the Municipal Code[4]. However, the current ordinance does not allow staff to require repair or replacement of private sewer laterals following an inspection completed as a requirement of a property sale (Inspection Upon Sale), which would require an update to the City's Municipal Code and Council's approval or an updated ordinance. For all other instances, if the private sewer lateral is not in compliance with these requirements, then it shall be repaired or replaced to conform to such standards within 180 days. If an inspection of a noncompliant lateral was required due to a sanitary sewer overflow or findings of infiltration and intrusion, or a lateral with defects that have not met the required pipe material requirements as defined in the current City Standard Specifications and Engineering Standards, then it must be completely replaced rather than repaired.

Wastewater Flow Development Offset Program

While spills (SSOs) originating from the City's infrastructure have stabilized and were reduced to one in 2025, private sewer lateral discharges (PSLDs) continue to be elevated due to aging systems that commonly have little to no preventative maintenance. Of the estimated 13,421 private sewer laterals in the City, 7,712 (over 50 percent) of these are in poor, failed, or unknown condition (Figure 8 on the following page). Where private sewer laterals in poor, failed, or even fair condition with minor defects connect to the City sewer, groundwater infiltrates into the sewer, and these areas of the collection system experience "surcharging," a condition where the sewer pipe is so full that the wastewater flow starts backing up in the pipe and sometimes up into the maintenance holes. This surcharging is especially prevalent in capacity-constrained areas.

[2] Municipal Code Subsection 13.08.395(C)(2) Exceptions for inspection requirements of existing private sewer laterals.
[3] Municipal Code Subsection 13.08.395(C)(1) Inspection of Private Sewer Laterals.
[4] Municipal Code Subsection 13.08.395(B) Ownership, Maintenance, and Repair

Sewer Lateral Condition		
Condition	**Count**	**Percent**
CONDITION UNKNOWN	7,209	53.72
FAILED	10	0.07
FAIR	254	1.89
GOOD	5,454	40.64
POOR	493	3.67
Total	**13,420**	**100**

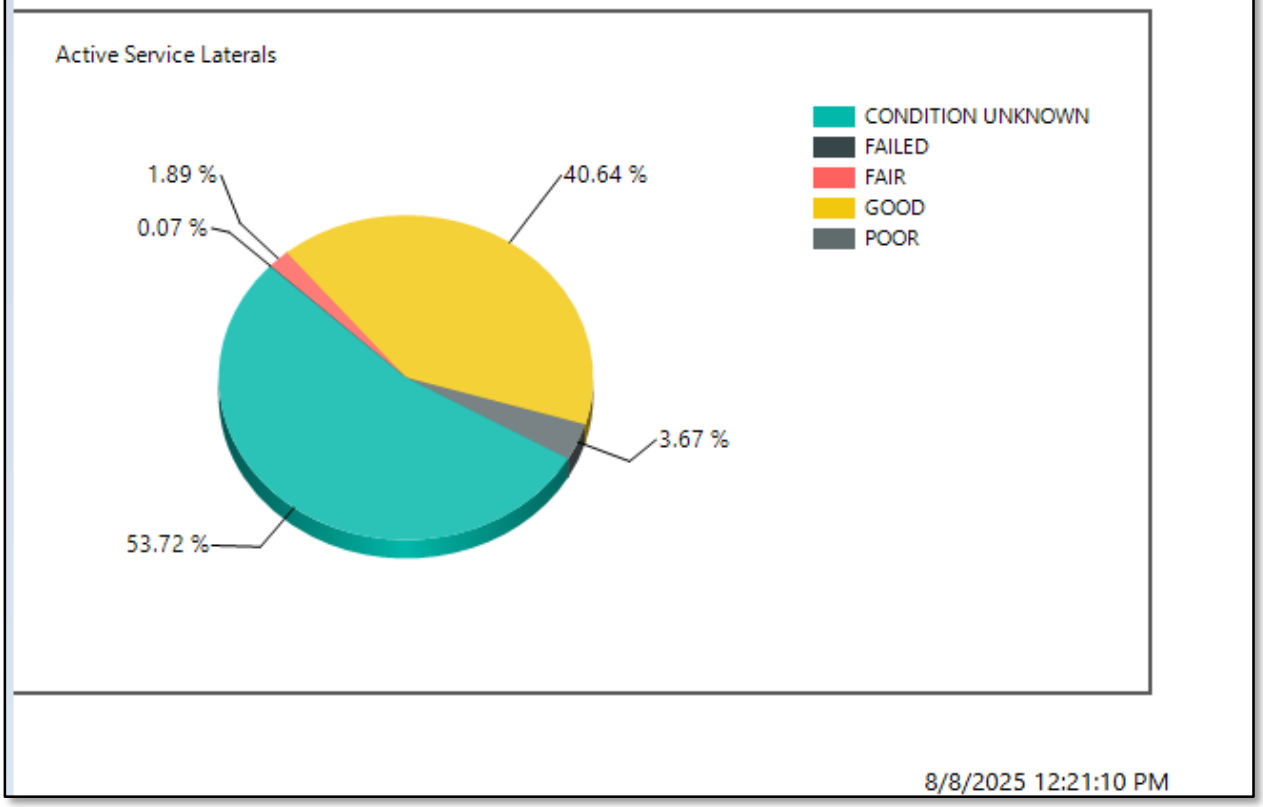


Figure 8: Private Sewer Lateral Conditions, Citywide

In 2019, Council directed staff to adopt the current private sewer lateral offset program, which requires existing private sewer laterals in poor or failed condition to be replaced to "offset" the impacts of new (private) development in capacity-constrained areas. Replacement of this existing infrastructure reduces I&I impacts and provides additional capacity for new development in these areas Offset requirements are calculated based on the conditions described in City Municipal Code Section 13.08.396. While costs may vary depending on the length and complexity of the replacement, the typical cost to replace a private sewer lateral ranges from $10,000 to $15,000, exclusive of City fees which are approximately $2,000. This cost may be offset for projects that qualify for the

private sewer lateral rebate, which is currently $4,000. Applicants looking for qualified offsets may utilize the map of private sewer lateral conditions maintained on the City's website at www.slocity.org/laterals. Feedback from the community indicates that this process has been cumbersome, requiring outreach from applicants to property owners who have poor or failed laterals. This feedback has resulted in staff developing a new "opt-in" program that is described later on this page.

Private sewer lateral programs like the City's are not uncommon in California communities. The following cities have similar programs: Santa Barbara (since 2006), Berkeley (since 2006), Richmond (since 2006), Piedmont City (since 2011), Stege Sanitation District (since 2011), Emeryville (since 2011), Oakland (Since 2012), Ventura (since 2012), Emeryville (since 2011), Alameda (since 2015), Albany (since (2015), Ojai Valley Sanitation District (since 2015), Santa Cruz (since 2018), Castro Valley Sanitation District (since 2019), Monterey (since 2019), and San Mateo (since 2020). Many cities in the Bay Area were either mandated by the U.S. Environmental Protection Agency or the Regional Water Quality Control Board to adopt such a program. Other programs were developed as part of negotiated settlement agreements with San Francisco Baykeeper, which is a non-governmental organization (NGO).

Private Sewer Lateral Condition Portal

The City currently has a public portal available at www.slocity.org/laterals that shows the condition of inspected private sewer laterals (Figure 9, see following page). This map only displays the data that has been provided to the City through inspection requirements of private sewer laterals, and a significant number of lateral conditions are "unknown." Some laterals conditioned as "poor" or "failed" from inspection upon sale requirements have not been replaced. Based on prior Council direction to staff, repair or replacement of these laterals is not mandated prior to the close of escrow or following. The current City Municipal Code does not allow staff to require repair or replacement of private sewer laterals following an inspection completed as a requirement of a property sale (Inspection Upon Sale), which would require an updated ordinance and Council's approval to amend the Municipal Code.

Private Sewer Lateral Opt-In Program

In 2025, staff developed a new "opt-in" program to facilitate finding private laterals that qualify as a wastewater offset. Upon Council adoption of the updated capacity-constrained boundaries, staff will conduct targeted outreach to any properties in these areas with "poor", "failed," or "unknown" conditions. Property owners with private sewer laterals that are in poor or failed condition will have the opportunity to "opt in" to the offset program, which will result in a new map symbol or note on the lateral that indicates willingness to participate in the offset program. Property owners with unknown lateral conditions will be encouraged to complete a CCTV inspection of their lateral. The typical cost of a sewer lateral CCTV inspection is around $350. To encourage these inspections,

staff are recommending for Council's consideration a new proposed rebate, which is further described in Study Session Discussion Item #3. A subsequent condition rating of "poor" or "failed" will allow them an opportunity to participate in the offset program. If a property owner is required to replace a sewer lateral through the Wastewater Flow Offset Program, that property owner could select one or more of these laterals on the "opt-in" list to satisfy the requirement. This would help connect property owners and developers who are required to complete the Wastewater Flow Offset with property owners seeking lateral replacement. Participation in the opt-in program would only result in the property being listed as a participant on the public portal. Personal information, such as the property owner's name and contact information, would not be provided on the public portal, and applicants seeking to connect with a participant would be expected to conduct direct outreach to the opt-in property owner. The City would not be involved beyond providing this list of opt-in candidates. The offset "matchmaking" program outreach will begin in January 2026, after adoption of the updated capacity-constrained boundaries, and staff anticipate population of the updated data set on the public portal by the Spring of 2026.

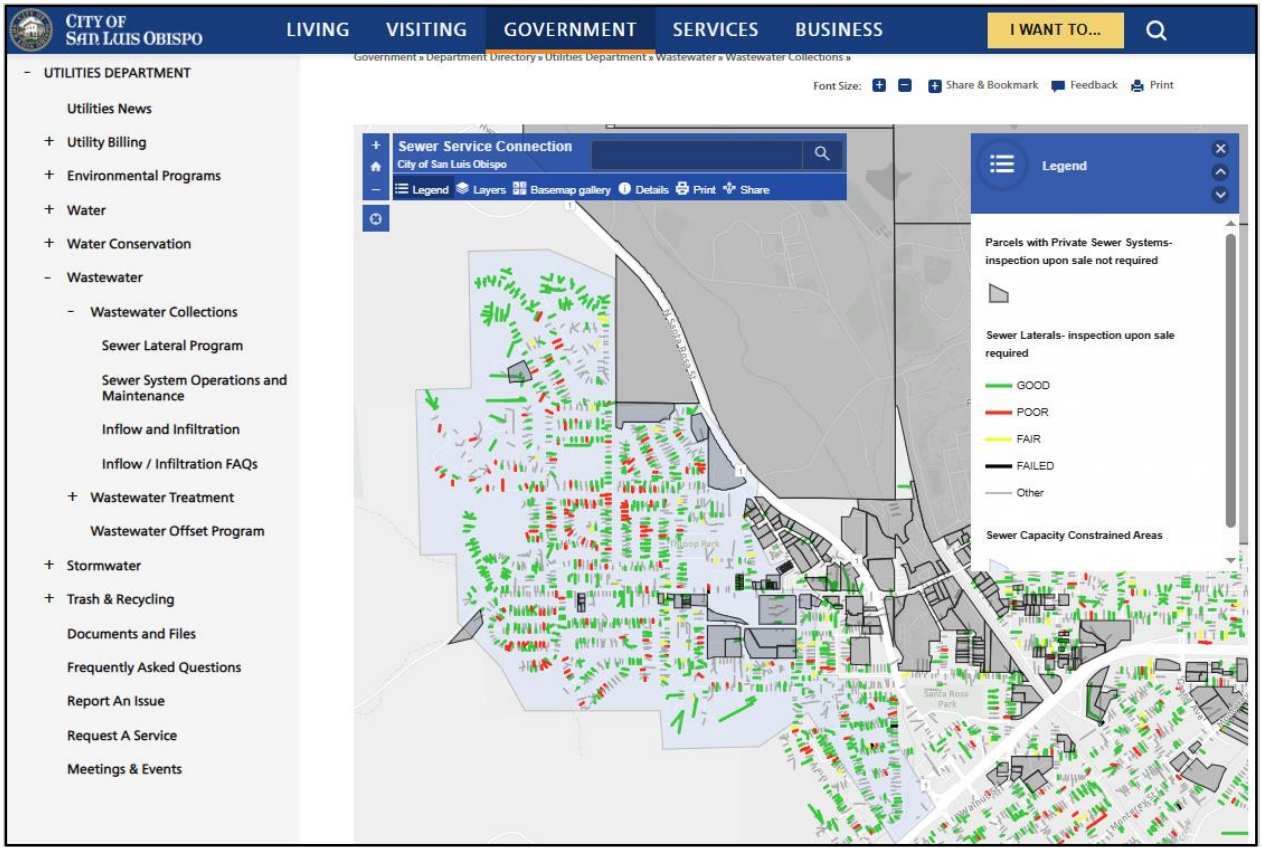


Figure 9: City-maintained public portal of all known private sewer lateral conditions (www.slocity.org/laterals)

Current Wastewater Collections Capacity Constrained Areas

On the following page, Figure 10 provides a "snapshot" of the private sewer lateral conditions known to the City as of 2015, when the previous WWCIRS project was completed. This "baseline" data set assumes that any laterals installed prior to 2015 utilizing plastic materials were in "good" condition. Before the adoption of the 2019 private sewer lateral inspection requirements, staff did not maintain a comprehensive database of private lateral conditions as they do today. In addition, since 2019, sewer lateral inspection methods have been standardized, and staff now utilize a Pipeline Assessment and Certification Program (PACP) condition grading system. PACP conditioning requires that staff become certified in the program, which is an unbiased method designed to achieve consistent and reliable data. It is important to note that most plumbers performing CCTV inspection analysis are not PACP certified, highlighting the importance of City staff involvement in the conditioning of private sewer laterals using a standardized methodology. Property owners are required to submit the CCTV inspection to staff. The fee for staff to review the inspection and assess the condition of the lateral (poor/failed, fair, or good) is $86.52 per the 2025-26 Comprehensive Fee Schedule.

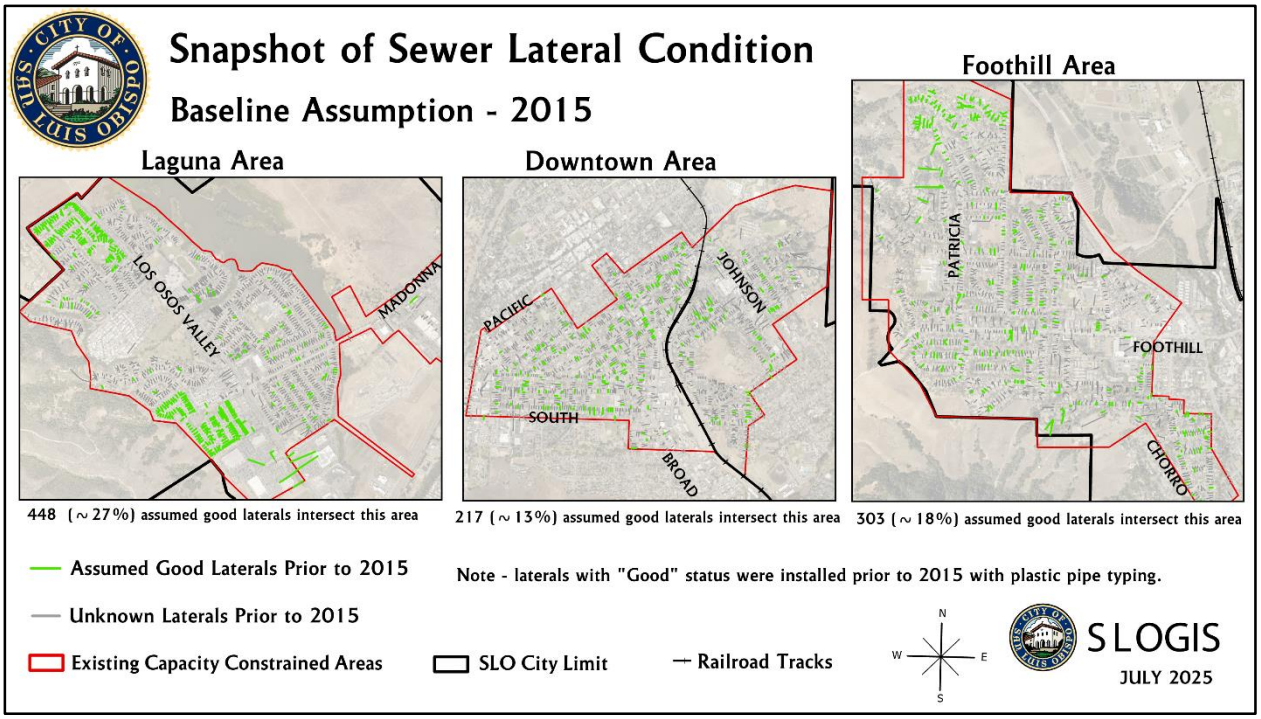


Figure 10: Current (Adopted) Capacity-Constrained Areas with (2015) Private Sewer Lateral Condition Data

2025 Wastewater Collection System Infrastructure Renewal Strategy

The City completed an updated WWCIRS in July 2025 (Attachment A). This study, similar to the 2015 project, provided an updated sewer hydraulic model based on real data collected during the peak wet-weather flows of December 2023 through March 2024. Additionally, an upgraded modeling software was utilized during the 2025 WWCIRS project, which is considered by the industry to provide a higher degree of accuracy. This software leveraged significantly more data (including, but not limited to, additional elevation data in lieu of assumptions and private sewer lateral inspection data) than what was available during the last study. In addition to an upgraded sewer modeling software that was provided with more data, the City has improved its inspection software and condition rating process (PACP) and leveraged AI tools to manage its data. The resulting recommendations were developed to aid staff in determining current and future (General Plan build-out conditions) capacity limitations and recommended capital improvement projects to address City infrastructure issues. If directed to do so, staff plan to return to City Council on December 2, 2025, with an update to the Water and Wastewater Management Element of the General Plan, which will include updated capacity-constrained (sewer conveyance) area boundaries. This process will include further public education and outreach, and consideration by the Planning Commission for recommendation to City Council.

Proposed Updated Capacity Constrained Areas

One of the primary deliverables of the 2025 WWCIRS is an updated capacity-constrained area boundary map. The following Figures (11 through 13) present the prior (2015) and current (2025) conditions of private sewer laterals overlaid over the current (adopted) capacity-constrained areas, based on data received through the sewer lateral inspection program. It is worth highlighting the vast improvement in the quality and quantity of this dataset, which is the result of six years of private sewer lateral inspections. A basic summary of condition improvements (Table 1) is as follows:

CC Area	2015 “Good” vs. “Unknown/Poor”	2025 “Good” vs. “Unknown/Poor”	2015 to 2025 Improvement
Laguna	27% / 73%	31% / 66%	6%
Downtown	13% / 87%	27% / 71%	16%
Foothill	18% / 82%	36% / 62%	22%

Table 1: Analysis of Private Sewer Lateral Condition Progress Towards 100% "Good" Condition Rating

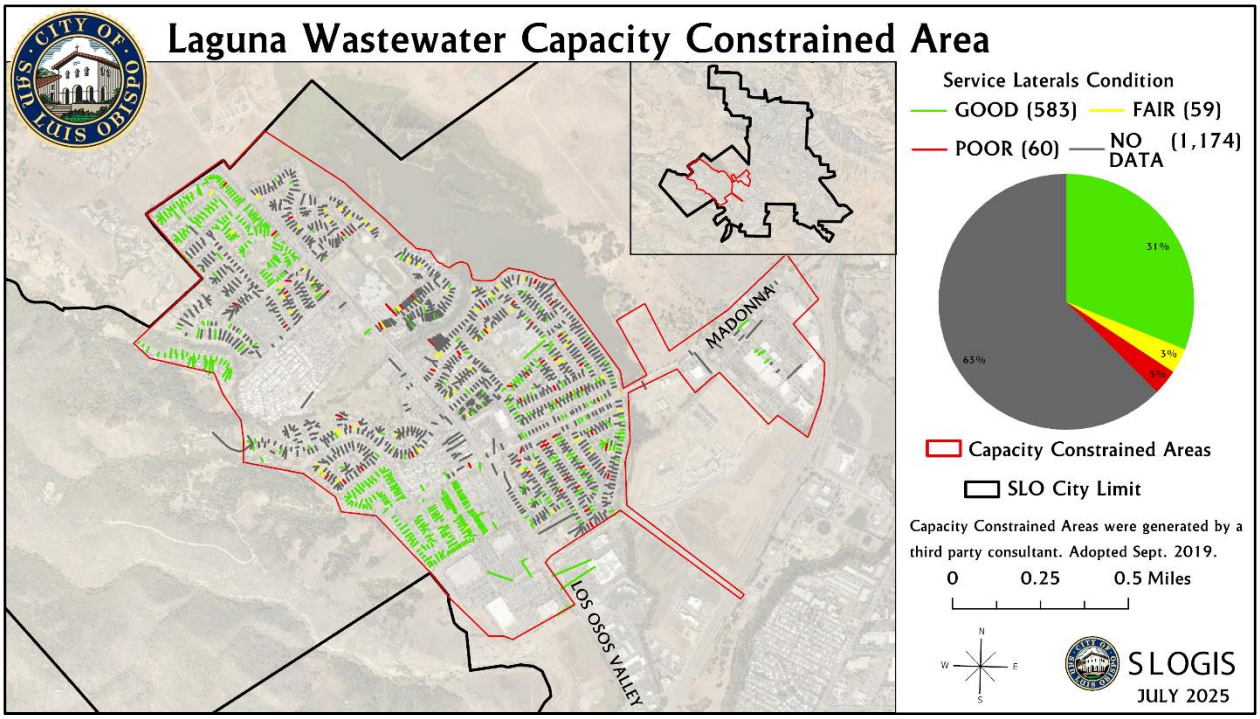


Figure 11:Current Capacity Constrained Area, "Laguna", with (2025) Private Sewer Lateral Conditions

On the following page, Figure 14 presents the updated boundaries, which are superimposed over the existing boundaries. Properties within Council-adopted capacity-constrained areas would be subject to the wastewater flow offset program. As discussed further below, staff recommend including Proposed Areas 1 and 3 on the updated capacity-constrained areas map, and excluding the consultant's recommendation for Proposed Area 2 (see Figure 14 later in the report), which is small enough to be addressed through City capital improvement projects which are currently funded in the adopted 25-27 Financial Plan Staff believe this is the most efficient way to address current and forecasted future capacity constraints in this area, which would not place additional burden on property owners and developers in this area.

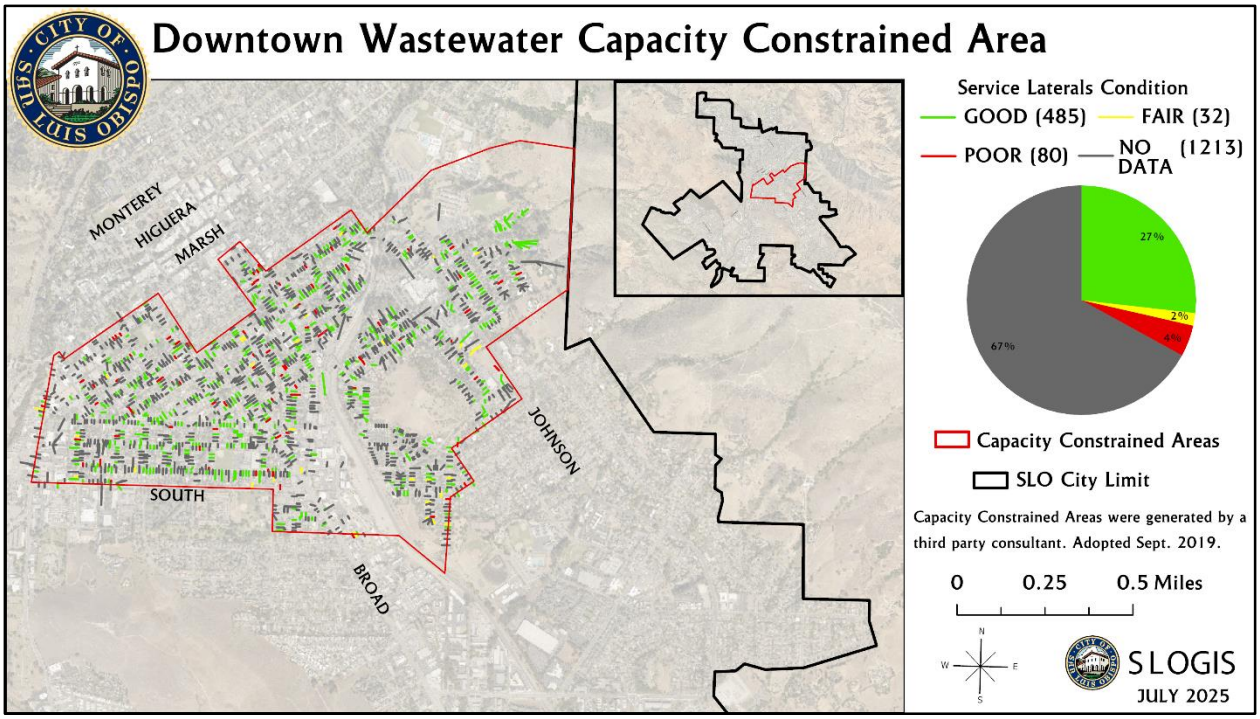


Figure 12: Current Capacity Constrained Area, "Downtown", with (2025) Private Sewer Lateral Conditions

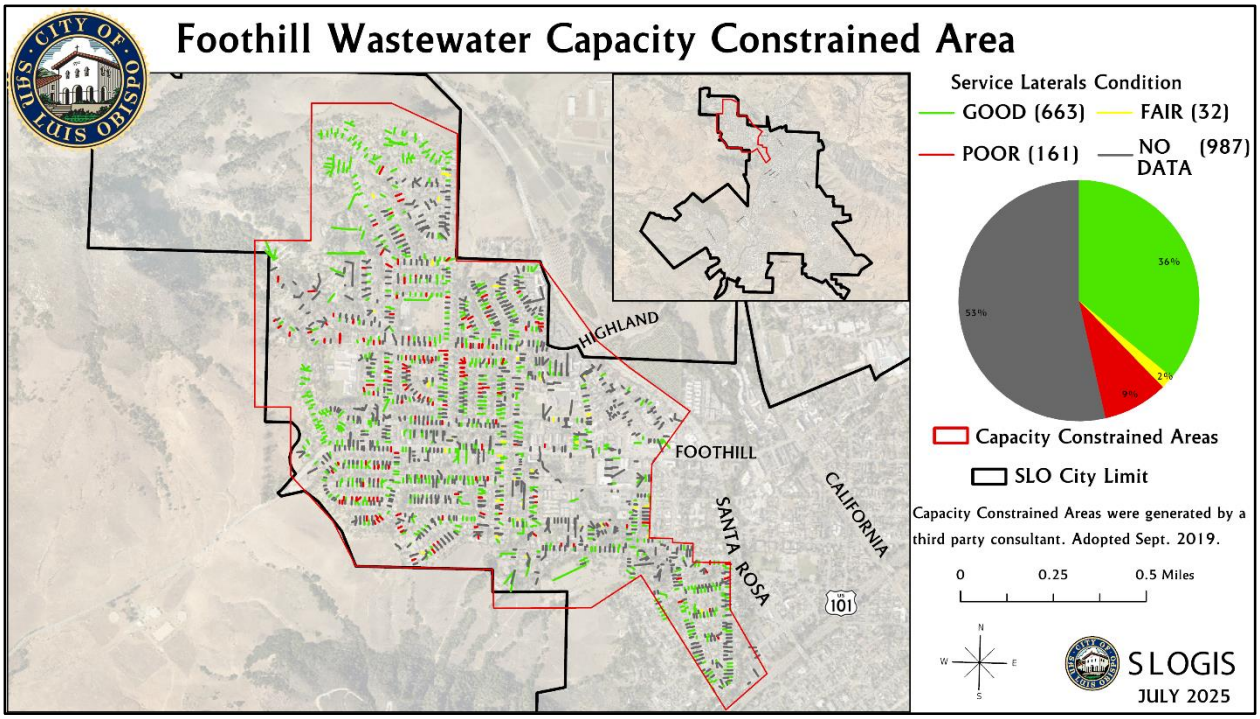


Figure 13: Current Capacity Constrained Area, "Foothill", with (2025) Private Sewer Lateral Conditions

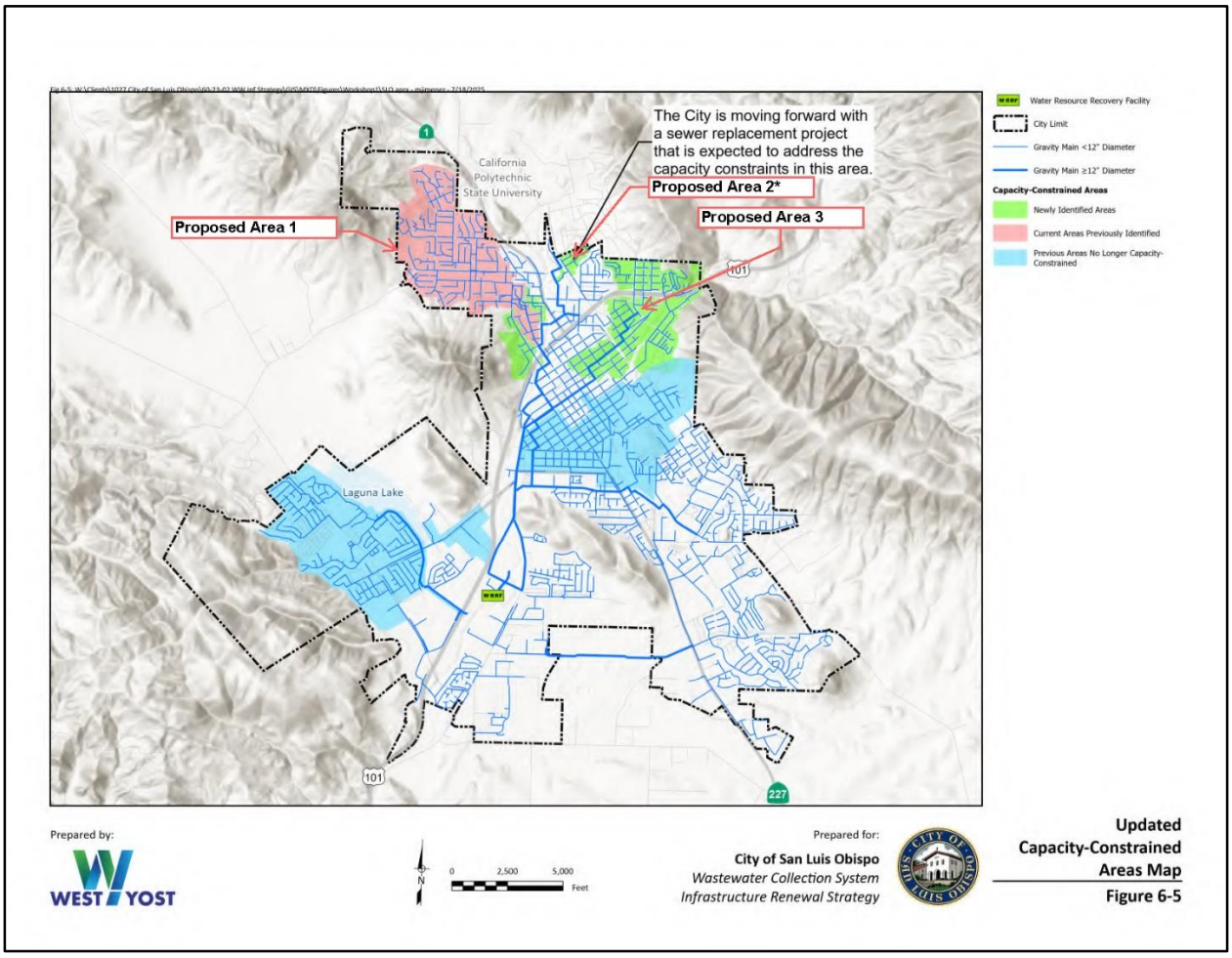


Figure 14: Old vs New Capacity Constrained Areas

Proposed Area 1 (Figure 15, presenting in Study Session Discussion Item #2; formerly known as the “Foothill” capacity-constrained area) retains much of the original boundaries and includes some minor revisions to reflect the current operating conditions of the system, as demonstrated in the 2023-24 sewer flow study, and discussed in the 2025 WWCIRS report. Updated conditions include consideration of the buildout and future flow conditions of the California Polytechnic State University, including development of the University’s Water Reclamation Facility (i.e. wastewater treatment plant), which is anticipated to be commissioned sometime in 2026 and will initially reduce flows to the City’s sewer system (but later increase with campus buildout).

Proposed Area 3 (Figure 16, presenting in Study Session Discussion Item #2; formerly known as the “Downtown” capacity-constrained area) has shifted significantly north, which reflects the current operating conditions of the system, as demonstrated in the 2023-24 sewer flow study. Proposed Area 3 is presented in Figure 16. Potential reasons for the removal of the downtown capacity-constrained area and the development of a new capacity-constrained area further north include 1) aging private and public infrastructure

in the northern area, as it has been ten years since the last assessment, 2) ground settlement and impacts from drought, such as increased root intrusion into legacy materials such as vitrified clay pipe, and 3) significant differences in the severity of weather monitored between the two flow studies (2012 vs 2023-24). California entered a multi-year drought beginning in 2012, which became one of the most severe in state history (lasting through 2016). The National Centers for Environmental Information classified large portions of the Central Coast (San Luis Obispo, Santa Barbara, and Monterey counties) as being in "severe to extreme drought" by late 2012.

Proposed Updates and Amendments for Council Discussion

Study Session Discussion Item #1: Should the Wastewater Flow (Private Sewer Lateral) Offset Program Continue?

Continuing the Wastewater Flow Offset Program provides several important benefits. It reduces I&I by requiring the replacement of deteriorated private sewer laterals, which helps prevent sanitary sewer overflows (SSOs) and improves overall system capacity. This proactive approach supports new development in capacity-constrained areas without requiring costly, large-scale public infrastructure projects and demonstrates compliance with SWRCB mandates, and reduces the City's exposure to regulatory fines, litigation, or consent decrees. It also protects public and environmental health by minimizing sewer spills, distributing responsibility for infrastructure improvements between property owners and developers, and aligning San Luis Obispo with other California cities that have implemented similar programs.

However, the program also presents challenges. It places a financial burden on developers, potentially impacting project feasibility in capacity-constrained areas. The cost to replace a typical private sewer lateral ranges between $10,000 and $15,000 (average City fees are an additional $2,000), but can exceed $25,000 for more complicated projects. The program also adds significant administrative complexity as staff must manage case-by-case offset transactions and outreach. Some stakeholders have raised equity concerns, noting that the burden falls more heavily on new development rather than existing property owners with failing laterals. Alternatives such as shifting replacement requirements to the inspection-upon-sale process or addressing deficiencies through City-funded capital projects of City infrastructure alone could reduce these burdens on developers and staff. However, that approach may delay repairs and lessen the program's proactive capacity-building impact.

Alternatives to continuing the existing Private Sewer Lateral Offset Program may include:

1. ***Dissolving the Wastewater Flow (Private Sewer Lateral) Offset Program and retaining existing Inspection Requirements and the Replacement Rebate Program.*** Under this alternative, private Sewer Lateral replacements would still

be conditionally required, such as after sanitary sewer overflows (spills). Risks associated with this alternative include increased potential for sewer spills resulting from intensified[5] and new development associated with existing and future sewer capacity limitations (General Plan buildout conditions). As previously presented in Figure 5, sewer spills trends have greatly reduced, in part due to private sewer lateral replacements through the Wastewater Flow Offset Program. To manage these risks and to accommodate housing development, the City would be required to make significant additions to its Capital Improvement Plan to upsize and/or reroute sewer mainlines. This additional financial commitment from the City would be a burden on all rate payers, which would need to be evaluated in a future rate study. Further, dissolving the existing Private Sewer Lateral Offset program would shift the City into a reactive, rather than the current proactive approach, and increase the potential for future fines, litigation, and negative impacts to the public and environmental health of the community. Dissolving the existing offset requirements would require an update to the City's Municipal Code, which staff anticipate being able to complete in 2026 if this alternative is chosen.

2. ***Council may direct staff to dissolve the Wastewater Flow (Private Sewer Lateral) Offset Program and replace it with requiring replacement of all Private Sewer Laterals located in capacity-constrained areas, identified as "Poor/Failed", during the Inspection Upon Sale process.*** While this alternative relieves the burden of resolving sewer capacity issues from the development community, it reallocates the burden to property owners, which may complicate property transactions. Complete elimination of the Offset Program would also increase potential risks associated with intensified development in capacity-constrained areas, which may not be resolved with the replacement of existing private infrastructure. Furthermore, to manage these risks and to accommodate housing development, the City would be required to make significant additions to its Capital Improvement Plan to upsize and/or reroute sewer mainlines. This additional financial commitment from the City would be a burden on all rate payers, which would need to be evaluated in a future rate study. This alternative would require additional work by staff to complete an update to the City's Municipal Code, which staff anticipate being able to complete in 2026 if this alternative is chosen.

3. ***Council may direct staff to retain the existing Wastewater Flow (Private Sewer Lateral) Offset Program and add additional requirements for replacements of all Private Sewer Laterals conditioned as "Poor/Failed" during the Inspection Upon Sale process.*** This alternative acknowledges the shared impacts of new development and existing properties on sewer capacity constraints. This alternative would require additional work by staff to complete an

[5] City Municipal Code 13.08.020(LL) Definitions ("Intensified" Development)

update to the City's Municipal Code, which staff anticipate being able to complete in 2026 if this alternative is chosen.

Study Session Discussion Item #2: Should a General Plan Amendment Adopting the Staff-Recommended Capacity-Constrained Areas Map be Brought Forward for Adoption?

If Council direct staff to proceed with adopting a General Plan amendment updating the capacity-constrained boundaries as shown in Figures 15 and 16, staff plan to return to City Council on December 2, 2025, with an update to the Water and Wastewater Management Element of the General Plan, which will include the updated capacity-constrained (sewer conveyance) area boundaries. This process will consist of further public education and outreach, and consideration by the Planning Commission for a recommendation to City Council. Following the adoption of the General Plan Amendment, staff will conduct additional outreach to property owners and developers in the community through direct mailing, public workshops, and through the City's website and social media channels in early 2026.

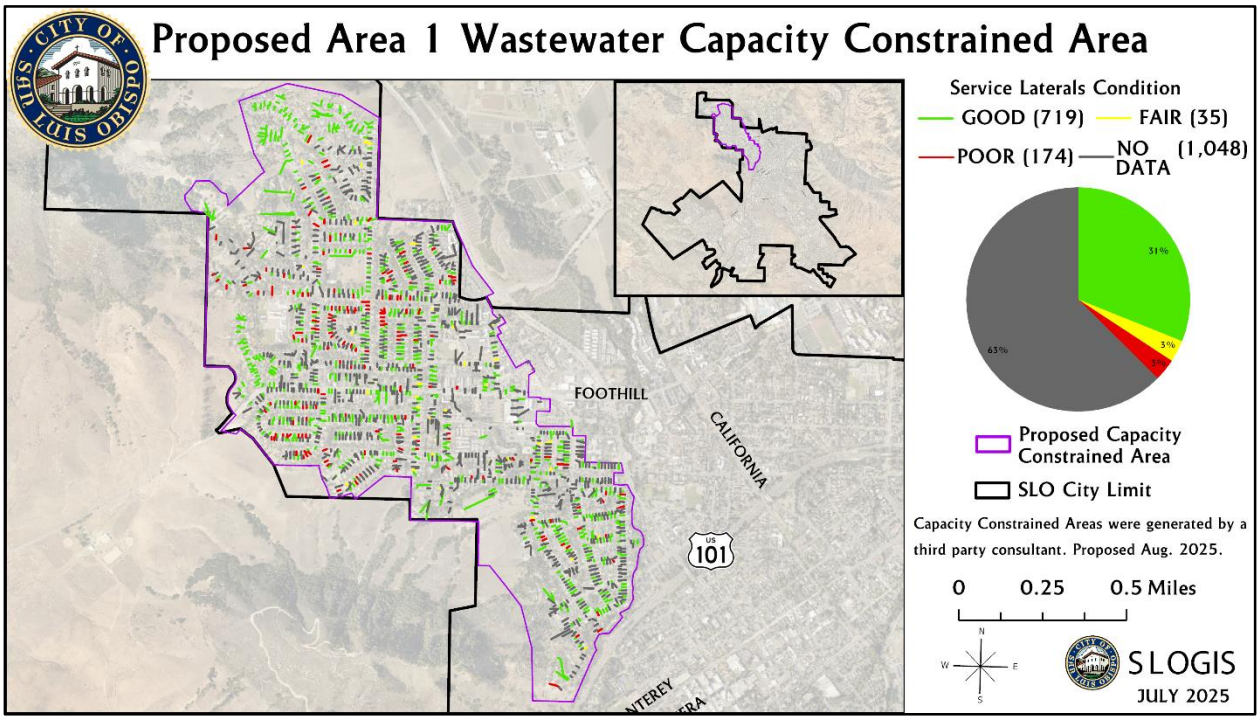


Figure 15: New Capacity Constrained Area (1), formerly "Foothill" with some modifications

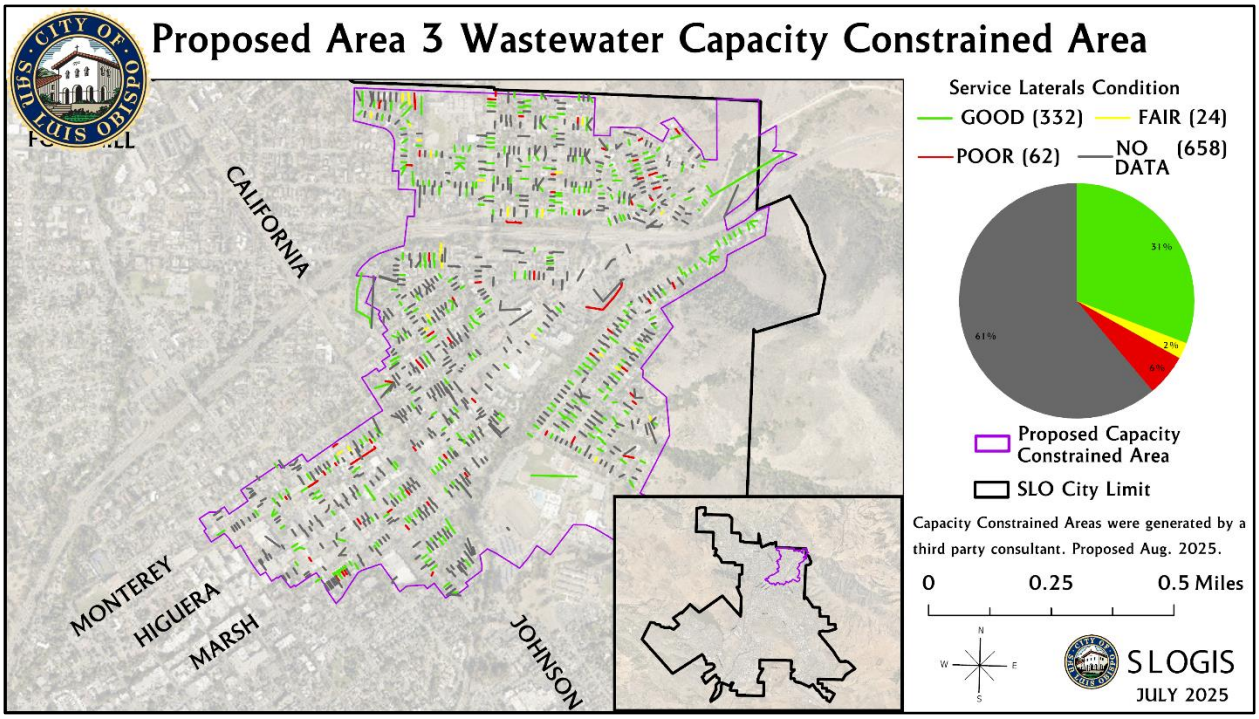


Figure 16: New Capacity Constrained Area (3), formerly "Downtown," with a significant relocation northward[6]

Study Session Discussion Item #3: Should Staff Further Evaluate a New Private Sewer Lateral Inspection Rebate to be Brought Forward to Council in December for Adoption via Resolution?

Proposed Private Sewer Lateral Inspection Rebate

As one of the remaining limitations of further progress in reducing sewer capacity issues is condition assessments of private sewer laterals, staff recommend establishing a new rebate associated with CCTV inspection. This recommendation results from numerous requests from public stakeholders to establish a funding source to increase the quality and quantity of the City's existing dataset of private sewer lateral conditions.

Private sewer lateral conditions that are "unknown" account for 63% of the proposed Capacity-Constrained Area 1 and 61% of the proposed Capacity-Constrained Area 3. Incentivizing private property owners to complete condition assessments of these sewer laterals will result in increased awareness of private infrastructure conditions, which is anticipated to lead to increased replacements as well as improving the City's database of private sewer lateral conditions, which is utilized for offset "match-making". The proposed Private Sewer Lateral CCTV Inspection Rebate amount of $350 is significant enough to pay for all or most of the cost of inspection for most laterals in the City. Demand for the

[6] Private Sewer Lateral Conditions in the Proposed Capacity-Constrained Area 3 have been obtained through the Sewer Lateral Inspection Program, which includes Inspection Upon Sale requirements.

rebate is unknown, and staff are proposing to fund the program through existing funding appropriated for I&I reduction and the Private Sewer Lateral Replacement Rebate Program, for Fiscal Years 25-26 ($420,000) and 26-27 ($420,000).

During the development of the 27-29 Financial Plan, or before then if prudent, staff would, if so directed, evaluate the effectiveness of the new rebate program and analyze competing demands associated with private sewer lateral replacement rebates before determining whether to continue the CCTV Inspection Rebate and/or to adjust available funding for both rebates. The success of the program will be highly dependent on successful stakeholder outreach and education and may take some time to be successful. Given this, at the end of each fiscal year, staff recommend carrying over any surplus funds from the rebate programs to the following fiscal year.

The Private Sewer Lateral Inspection Rebate is recommended to be available to *any* property located within the newly established Capacity-Constrained Areas for which the City's database indicates an "unknown" condition. This would include all residential and commercial properties. Due to funding limitations, staff are not recommending retroactive rebates, and only one rebate per parcel (which will likely exclude "air-space" parcels). The rebate amount would not exceed the cost of the inspection. If the cost of an inspection is less than $350, the maximum rebate amount awarded would be 100% of the inspection cost.

Study Session Discussion Item #4: Should Staff Further Evaluate Expanding Eligibility for Private Sewer Lateral Replacement Rebates in Capacity-Constrained Areas to be Brought Forward to Council for Adoption in December via Resolution?

Proposed Private Sewer Lateral Replacement Rebate Expanded Eligibility

To accelerate improvement in the newly proposed capacity-constrained areas, staff recommend expanding eligible property types beyond single-family homes (which includes single-family home replacements associated with offset requirements) to include multi-family developments and commercial properties. This recommendation is the result of feedback received in response to a Council Agenda Report presented during the September 3, 2024, Council Meeting, to evaluate this option. Beyond the expansion of eligible property types (in capacity-constrained areas only), the same terms and conditions would apply, and staff proposes that each successful applicant receive a maximum of $4,000. Similar to the proposed Private Sewer Lateral Inspection Rebate, the financial impacts of this expanded eligibility are unknown, and additional applications will be dependent on successful stakeholder outreach and education. Staff are proposing to fund the expanded program eligibility through existing funding allocated for the Private Sewer Lateral Rebate Program for Fiscal Years 2025-2026 ($420,000) and 2026-2027 ($420,000). During the development of the 27-29 Financial Plan, or before then if prudent, staff would evaluate the effectiveness of the expanded rebate program to determine whether to adjust available funding.

Previous Council or Advisory Body Action

At a Study Session on April 4, 2017, the City Council provided direction to staff on a private sewer lateral program, a wastewater flow offset program focused on capacity-constrained areas, a rebate program, and a reduction in permit fees associated with a private sewer lateral program (specifically waiving the sewer "wye" connection fee). The City Council considered a private sewer lateral ordinance, which required mandatory repair or replacement of defective laterals upon transfer of ownership at its May 16, 2017, meeting, where the ordinance was not approved due to insufficient inspectors and contractors that could complete repairs within the escrow closing time frame.

On August 20, 2019, the City Council adopted a resolution to establish a Private Sewer Lateral Replacement Rebate program, and a resolution adopting a new ordinance amending Chapter 13.08 of the San Luis Obispo Municipal Code, creating a sewer lateral inspection and offset program. On September 3, 2024, the City Council adopted a resolution amending the Private Sewer Lateral Replacement Rebate program, increasing rebate eligibility and the rebate amount.

Public Engagement

Prior to this Study Session, staff engaged with the development and realtor communities to discuss the challenges of the offset program and potential improvements to the larger private sewer lateral programs. Specifically, staff facilitated a focused Developer's Roundtable meeting on July 1, 2025, which had good attendance (excluding City staff, 17 were in attendance). Staff also met with the San Luis Obispo Coastal Association of Realtors on August 13, 2025, regarding sewer lateral inspection requirements, the rebate program, and to discuss the potential alternatives mentioned in this report that would potentially require sewer lateral repair or replacement through the inspection upon sale process.[7] On August 14, 2025, staff met with the San Luis Obispo Chamber of Commerce Legislative Committee to present the recommendations in this report, respond to questions, and solicit feedback. Discussions with local plumbers, realtors, and the development community about the City's private lateral programs are ongoing, and staff have encouraged these communities to attend the August 19, 2025, City Council meeting to provide further feedback.

CONCURRENCE

The proposed Study Session topics and proposed updates to the capacity-constrained areas map and rebate programs have been discussed with the City's Community Development Department and City Attorney's Office.

[7] Presently, private sewer lateral *inspections* are required upon "change in ownership," and the inspection results must be disclosed to the purchaser of the property (SLOMC 13.08.395(C)(1)(g)), but repair/replacement of poor or failed laterals is not triggered by sale alone (see SLOMC 13.08.395(C)(1)(h).)

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action to receive and file a presentation on the 2025 WWCIRS and provide strategic direction on next steps, because this action does not constitute a "Project" under CEQA Guidelines Sec. 15378. The City Council's action does not include adoption or approval of, or commitment to, a policy, program, or General Plan Amendment at this time, and does not include approval of any action that would have any physical effect on the environment. Should strategic direction be provided that would lead to the initiation of a Project, that Project would be evaluated for CEQA compliance.

It is expected that any future action, which would require Council consideration and approval, including but not limited to modifications to the Wastewater Flow (Private Sewer Lateral) Offset Program, and any new or amended rebate programs would be exempt from the provisions of CEQA, pursuant to CEQA Guidelines Sections 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for the Protection of the Environment) because the intent of the Programs is to reduce I&I and the potential for SSOs and to incentivize sewer lateral replacements. Implementation of these Programs result in the replacement of existing private sewer laterals serving existing development, which are exempt from CEQA pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) because the replaced sewer laterals would serve existing development in existing urbanized areas, and the replacement of poorly functioning sewer laterals would not have a significant adverse impact on the environment. Continued implementation of these Programs would have a beneficial impact on the environment by reducing the potential for I&I and overflows due to reduced flows from groundwater and stormwater.

If Council directs staff to dissolve and discontinue the Wastewater Flow Offset Program, private sewer lateral replacements would still be conditionally required, such as after sanitary sewer overflows (spills) or other Municipal Code violations. Dissolution of the Offset Program at this time may result in an increased potential for sewer spills and associated water quality and environmental effects in identified capacity-constrained areas. The need for environmental review would be further evaluated if Council directed staff to discontinue the program.

FISCAL IMPACT

N/A

Budgeted: Yes/No
Funding Identified: Yes/No

Budget Years: 2025-27

Fiscal Analysis:

The 2025-27 Financial Plan and Capital Improvement Program identifies $420,000 annually from the Sewer Fund for Inflow and Infiltration Reduction to support the existing rebate program. If Council directs staff to proceed with the recommended rebate programs, subject to subsequent Council approval and adoption, these funds would be used to fund the proposed inspection and replacement rebate programs.

While the current fiscal year includes sufficient funding for these activities, actual demand, especially from commercial/multi-family sectors and new rebate applicants, remains uncertain. As such, staff would monitor program participation and fund utilization during FY 2025-26 and FY 2026-27 and evaluate program effectiveness and remaining funding.

Staff costs associated with Program implementation are absorbed within existing staffing levels across the Utilities Department and supported by coordination with the Community Development and Finance Departments. Broader wastewater system management, including capital planning, regulatory compliance, and maintenance activities, is funded through the City's Sewer Enterprise Fund, as outlined in the adopted Financial Plan.

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

ALTERNATIVES

The four study session questions identified by staff are presented below, in addition to staff-identified alternatives for Council's consideration and discussion.

1. **Study Session Discussion Item #1: Should the Wastewater Flow (Private Sewer Lateral) Offset Program Continue?**

   The following are presented as alternatives to Study Session Discussion Item #1, where staff have requested Council to consider whether to continue the existing Private Sewer Lateral Offset Program:

a. ***Council may direct staff to dissolve the Private Sewer Lateral Offset Program and retain existing Inspection Requirements and the Replacement Rebate Program.*** Private Sewer Lateral replacements would still be conditionally required, such as after sanitary sewer overflows (spills). Risks associated with this alternative include increased potential for sewer spills resulting from intensified and new development associated with existing and future sewer capacity limitations (General Plan buildout conditions). Further, dissolving the existing Private Sewer Lateral Offset program would shift the City into a reactive, rather than the current proactive approach, and increase the potential for future fines, litigation, and negative impacts to the public and environmental health of the community. Dissolving the existing offset requirements would require additional time associated with an update to the City's Municipal Code, which would not be feasible until sometime in 2026.

b. ***Council may direct staff to dissolve the Private Sewer Lateral Offset Program and replace it with requiring replacement of all Private Sewer Laterals located in capacity-constrained areas, conditioned as "Poor/Failed", during the Inspection Upon Sale process.*** While this alternative relieves the burden of resolving sewer capacity issues from the development community, it reallocates the burden to property owners, which would increase property transaction burdens and timelines. Complete elimination of the Offset Program would also increase potential risks associated with intensified development in capacity-constrained areas, which may not be resolved with the replacement of existing private infrastructure. This alternative would require additional work by staff to complete an update to the City's Municipal Code, which would not be feasible until sometime in 2026.

c. ***Council may direct staff to retain the existing Private Sewer Lateral Offset Program and add additional requirements for replacements of all Private Sewer Laterals conditioned as "Poor/Failed" during the Inspection Upon Sale process.*** This alternative acknowledges the shared impacts of new development and existing properties on sewer capacity constraints. This alternative would require additional work by staff to complete an update to the City's Municipal Code, which would not be feasible until sometime in 2026.

2. **Study Session Discussion Item #2: Should a General Plan Amendment Adopting the Staff-Recommended Capacity-Constrained Areas Map be Brought Forward for Adoption?**

The following is presented as an alternative to Study Session Discussion Item #2, where staff have requested Council to consider adoption of a General Plan amendment updating the capacity-constrained boundaries map:

a. ***Council may direct staff not to amend the General Plan capacity-constrained boundaries map.*** Impacts of this alternative include requiring private sewer lateral replacements in areas that have not been identified as

capacity-constrained by the 2025 WWCIRS. By not updating the capacity-constrained boundaries map, staff would be carrying out a program that would be informed by data from ten years prior, which does not take into account the current conditions informed by the 2025 WWCIRS.

3. **Study Session Discussion Item #3: Should Staff Further Evaluate a New Private Sewer Lateral Inspection Rebate to be Brought Forward to Council in December for Adoption via Resolution?**

   The following is presented as an alternative to Study Session Discussion Item #3, where staff have requested Council to provide direction to staff to evaluate establishing a new Private Sewer Lateral Inspection Rebate.

   a. ***Council may direct staff not to proceed with the evaluation of a new Private Sewer Lateral Inspection Rebate.*** Impacts of this alternative may be reduced data provided to the City that would help developers and property owners locate private sewer laterals to be replaced through offset requirements.

4. **Study Session Discussion Item #4: Should Staff Further Evaluate Expanding Eligibility for Private Sewer Lateral Replacement Rebates in Capacity-Constrained Areas to be Brought Forward to Council for Adoption in December via Resolution?**

   The following is presented as an alternative to Study Session Discussion Item #4, where staff have requested Council to provide direction to staff to evaluate expanding eligibility criteria for Private Sewer Lateral Replacement Rebates:

   a. ***Council may direct staff not to proceed with evaluating expanding eligibility criteria for Private Sewer Lateral Replacement Rebates.*** Impacts of this alternative may include a reduction of private sewer lateral replacements. Further, by limiting eligibility to only single-family home projects, excluding multi-family or commercial properties, as the current program requires, staff believe there would be ongoing equity concerns and limitations to address private infrastructure repairs in the most critical locations (capacity-constrained areas). Limiting current eligibility to only single-family homes would slow progress and improvement in these areas.

ATTACHMENTS

A - 2025 Wastewater Collection System Infrastructure Renewal Strategy (Reading File)
B - Updated proposed sewer capacity-constrained boundaries map
C - Report Figures from this Council Agenda Report. High Resolution Figures are available through the following link:
https://opengov.slocity.org/WebLink/Browse.aspx?id=212718

DRAFT

Wastewater Collection System Infrastructure Renewal Strategy

PREPARED FOR

City of San Luis Obispo

PREPARED BY

WEST YOST
Water. Engineered.

Wastewater Collection System Infrastructure Renewal Strategy

Prepared for

City of San Luis Obispo

Project No. 1027-60-23-02

DRAFT

Prepared by: Chris Malone, PE, RCE #51009	Date
QA/QC Review: Jeff Pelz, PE, RCE #46088	Date

Table of Contents

CHAPTER 1 Introduction 1-1

1.1 Background and Relevant Documents 1-1

1.2 Project Objectives 1-2

1.3 Report Organization 1-2

CHAPTER 2 System Overview and Land Use Information 2-1

2.1 Collection System Features 2-1

2.2 Land Use and Zoning 2-4

2.3 Parcel Information 2-7

CHAPTER 3 Flow Analysis 3-1

3.1 Winter Water Use 3-1

3.2 Collection System Flow Monitoring 3-1

3.2.1 2023/2024 Flow Meter Program 3-1

3.2.2 WRRF Flow Information 3-6

3.2.3 City Flow Metering Data 3-8

3.3 Groundwater Infiltration 3-9

3.4 Flow Generation Factor Development 3-12

CHAPTER 4 Hydraulic Model Development and System Evaluation Criteria 4-1

4.1 Model Development 4-1

4.1.1 Modeling Software 4-1

4.1.2 Model Geometry 4-1

4.1.3 Assignment of Flows to Model Nodes 4-2

4.1.3.1 Sanitary Flows 4-2

4.1.3.2 Diurnal Flow Patterns 4-2

4.1.3.3 Groundwater Infiltration 4-3

4.1.3.4 Rainfall-Dependent Infiltration and Inflow 4-3

4.2 Model Calibration 4-3

4.2.1 Criteria for Model Calibration 4-3

4.2.2 RTK Method 4-5

4.2.3 Model Calibration Results 4-5

4.3 Design Storm Development 4-10

4.4 System Evaluation Criteria 4-10

CHAPTER 5 Model Results and System Capacity Evaluation 5-1

5.1 Previously Identified Deficiencies 5-1

5.2 Modeled Existing Conditions Evaluation 5-2

5.2.1 Gravity Sewer Results – Existing Conditions 5-2

5.2.2 Lift Station Results – Existing Conditions 5-4

5.3 Modeled Buildout Conditions Evaluation 5-5

DRAFT

Table of Contents

5.3.1 Gravity Sewer Results –Buildout Conditions 5-5
5.3.2 Lift Station Results –Buildout Conditions 5-5
5.4 Wastewater Flow Offset Program Evaluation 5-9
CHAPTER 6 Capital Improvement Program Development 6-1
6.1 Cost Estimating Assumptions 6-1
6.2 Gravity Sewer Condition Assessment 6-2
6.3 Capacity-Related Capital Improvements 6-5
6.3.1 Gravity Sewer Capacity Improvements 6-5
6.3.2 Inverted Siphon Improvements/Actions 6-6
6.3.3 Lift Station Capacity Improvements 6-6
6.3.4 Additional City-Identified Gravity Sewer Improvements 6-6
6.3.5 WRRF Improvements 6-6
6.4 Proposed Capital Improvement Plan 6-8
6.5 Capacity-Constrained Areas 6-8
6.6 Conclusions and Recommendations 6-13

LIST OF TABLES

Table 2-1. Summary of Gravity Mains by Pipe Diameter 2-1
Table 2-2. Summary of Gravity Mains by Pipe Material 2-3
Table 2-3. Summary of Lift Stations and Force Main Information 2-3
Table 2-4. Summary of City Zoning Areas 2-4
Table 3-1. Winter Water Use Summary Information 3-2
Table 3-2. Maximum Storm Return Periods, December 19, 2023 through March 26, 2024 3-5
Table 3-3. Flow Monitoring Program Summary Statistics 3-5
Table 3-4. WRRF Summary Statistics by Calendar Year 3-6
Table 3-4. Top Ten WRRF Peak Wet Weather Flows, 2018–2023 3-8
Table 3-5. City Flow Metering Results, October 2022 through March 2023 3-9
Table 3-5. GWI, February 14–16, 2023 Dry Weather Period, Cumulative Flows 3-11
Table 3-6. GWI, February 14–16, 2023 Dry Weather Period, Incremental Flows 3-12
Table 3-5. Proposed Flow Generation Factors 3-13
Table 4-1. Modeled versus Metered Peak Flows 4-6
Table 5-1. Modeled Lift Station and Force Main Results – Existing Peak Flow Conditions 5-5
Table 5-2. Modeled Lift Station and Force Main Results –Buildout Peak Flow Conditions 5-9
Table 6-1. Summary of Overall Pipe Score Results 6-2
Table 6-2. Pipe Score Results by Pipe Diameter – Segment Counts 6-4

DRAFT

Table 6-3. Pipe Score Results by Pipe Diameter – Overall Length 6-4
Table 6-4. Proposed Collection System Improvements 6-10

LIST OF FIGURES

Figure 2-1. Wastewater Collection System 2-2
Figure 2-2. General Plan Land Uses 2-5
Figure 2-3. City Zoning Areas 2-6
Figure 3-1. Flow Metering Areas 3-3
Figure 3-2. Four-Gauge Average Rainfall, San Luis Obispo, December 2023 – March 2024 3-4
Figure 3-3. Monthly WWRF Flows and Rainfall, 2018-2024 3-7
Figure 3-4. Wastewater Flow Components, January through April 2024 3-10
Figure 4-1. Aggregate Normalized Diurnal Flow Curve for Downstream (Unmetered) Areas 4-4
Figure 4-2. Site SM1A, Model vs Flow Meter, Dry Weather Conditions 4-7
Figure 4-3. Site SM1A, Model vs Flow Meter, Wet Weather Conditions 4-8
Figure 4-4. Tank Farm: Model vs Flow Meter, January 7–13, 2023 4-9
Figure 4-5. 10-Year, 24-Hour Storm Pattern, SCS Type I Pattern 4-11
Figure 5-1. Gravity Sewer Capacity Exceedances, 2015 WCSIRS 5-2
Figure 5-2. Gravity Sewer Results – Existing Conditions 5-3
Figure 5-3. Flow Depths and Peak Wet Weather Flows, Modeled Buildout 10-Year Storm Conditions, Existin and Previous Flow Metering Sites 5-6
Figure 5-4. Gravity Sewer Results –Buildout Conditions 5-7
Figure 5-5. Flow Depths and Peak Wet Weather Flows, Modeled Buildout 10-Year Storm Conditions, Buildout and Previous Flow Metering Sites 5-8
Figure 5-6. Private Sewer Lateral Connections to City Sewer Main 5-10
Figure 6-1. Gravity Sewer Pipe Defect Scores 6-3
Figure 6-2 City-Identified Gravity Sewer Improvements 6-7
Figure 6-3. Proposed Collection System Improvements 6-11
Figure 6-4. Previously Identified Capacity-Constrained Areas 6-12
Figure 6-5. Updated Capacity-Constrained Areas Map 6-13
Figure 6-6. Previous and Planned Collection System Repairs/Improvements 6-14

DRAFT

Table of Contents

LIST OF APPENDICES

Appendix A. Modeled versus Metered Flow Results

LIST OF ACRONYMS AND ABBREVIATIONS

2012 I&I Study	Sanitary Sewer Flow Monitoring and Inflow/ Infiltration Study, March 2012
2015 WCSIRS	Wastewater Collection System Infrastructure Renewal Strategy, December 2015
AACE	Association for the Advancement of Cost Engineering
AG	Agriculture
C/OS	Conservation/Open Space
Cal Poly	California Polytechnic State University, San Luis Obispo
CCTV	Closed-Circuit Television
CIMIS	California Irrigation Management Information System
CIP	Capital Improvement Program
City	City of San Luis Obispo
CIWEM	Chartered Institution of Water and Environmental Management
d/D	Depth/Diameter
DWF	Dry Weather Flow
ENR CCI	Engineering News Record Construction Cost Index
fps	Feet Per Second
gpd	Gallons Per Day
gpm	Gallons Per Minute
GWI	Groundwater infiltration
I&I	Infiltration and Inflow
LS	Lift Station
mgd	Million Gallons Per Day
MH	Maintenance Hole
NOAA	National Oceanic and Atmospheric Administration
Project	Wastewater Collection Infrastructure Renewal Strategy
PVC	Polyvinyl Chloride
RG	Rain Gauge
SCS	Soil Conservation Service
SOI	Sphere of Influence
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
VCP	Vitrified Clay Pipe
WRRF	Water Resource Recovery Facility

DRAFT

CHAPTER 1
Introduction

The purpose of this report is to present the methods, results, and recommendations associated with the City of San Luis Obispo (City) Wastewater Collection Infrastructure Renewal Strategy (Project). The topics addressed in this Introduction include the following:

- Background and Relevant Documents
- Project Objectives
- Report Organization

1.1 BACKGROUND AND RELEVANT DOCUMENTS

The City of San Luis Obispo is the largest city and the County Seat in San Luis Obispo County. It is located approximately 8 miles inland along the Central Coast of California. As of January 2024, the California Department of Finance reported the City as having a population of 48,684 residents. Immediately north of the City limits lies the California Polytechnic State University, San Luis Obispo (Cal Poly) campus, which, as of fall 2023, is reported to have an enrollment of 22,279 students and over 2,000 faculty and staff.

Development within the City is undertaken through a planning process that is delineated by its General Plan, the most recent version of which was published in December 2014, with various element amendments since that time. The General Plan addresses future development regarding land use, housing, traffic, water and wastewater, services, and other considerations.

In parallel with its General Plan, the City has undertaken significant work over the past several years to better understand the condition and hydraulic capacity of its wastewater collection system. Efforts have included flow monitoring, hydraulic modeling, strategic and long-range planning, and Capital Improvement Program (CIP) development. Three documents that provide the basis for the City's collection system planning efforts include:

- Sanitary Sewer Flow Monitoring and Inflow/ Infiltration Study, March 2012 (2012 I&I Study)
- Wastewater Collection System Infrastructure Renewal Strategy, December 2015 (2015 WCSIRS)
- 2019 Sewer System Management Plan Update, April 2019 (SSMP)

The results of these efforts have been used to develop and to inform the City's Wastewater Flow Offset Program, which applies to new and intensified development in capacity-constrained areas of the system, to bring the City into compliance with regulatory requirements to protect public health and the environment. Since the adoption of the Wastewater Flow Offset Program, approximately 300 private sewer laterals have been replaced through conditional offset requirements under Municipal Code Section 13.08.396. In addition, the 2015 WCSIRS identified improvements to support the buildout population of 57,200 in accordance with the General Plan. Additional information regarding the Wastewater Flow Offset Program is presented in Section 5.4 of this report (Wastewater Flow Offset Program Evaluation).

1.2 PROJECT OBJECTIVES

The purpose of this Project is to refine past modeling results using updated information to reevaluate both existing and future (buildout) collection system flow conditions and to confirm or revise the list of previously identified collection system improvements in a manner consistent with the City's General Plan. Key objectives of this Project include:

1. Identifying existing and future system deficiencies and developing a prioritized replacement program that addresses system capacity and condition deficiencies.
2. Engaging City staff in the process of developing an updated CIP to provide a long-range forecast of future collection system improvements.
3. Evaluating the effectiveness of the ongoing Wastewater Flow Offset and Rebate Programs and making recommendations to improve accuracy, monitoring, and effectiveness.

1.3 REPORT ORGANIZATION

In addition to this Introduction, this report is organized into the following chapters:

Chapter 2: System Overview and Land Use Information – Includes information on collection system features and quantities, existing and future land use/development assumptions, and existing parcel information.

Chapter 3: Flow Analysis – Provides detailed information on dry and wet weather flow monitoring results, winter water use (as a basis for estimating sanitary flows), and development of land use-based flow factors.

Chapter 4: Hydraulic Model Development and System Evaluation Criteria – Describes the processes and procedures for setting up, calibrating, and using the hydraulic modeling to simulate both existing and future flow conditions; presents the criteria used for evaluating the model results.

Chapter 5: Model Results and System Capacity Evaluation – Presents the model results for existing and future flow conditions; identifies existing or potential system deficiencies.

Chapter 6: Capital Improvement Program Development – Presents the results of a risk analysis performed by the City to prioritize needed improvements to address non-capacity-related system deficiencies. Describes the schedule, costs, and prioritization of capacity and condition-related collection system improvements over a 20-year timeframe.

DRAFT

CHAPTER 2
System Overview and Land Use Information

The purpose of this chapter is to present relevant information on the City's wastewater collection system, land use/zoning, and parcel data. Key topics addressed in this chapter include:

- Collection System Features
- Land Use and Zoning
- Parcel Information

2.1 COLLECTION SYSTEM FEATURES

The City actively maintains a database of its wastewater collection system. The collection system database includes information for gravity mains, force mains, lift stations, and service laterals. A schematic of the City's collection system is shown on Figure 2-1.

A summary of gravity main pipe quantities by pipe diameter, as taken from the City's wastewater collection system database, is presented in Table 2-1. As indicated, 6-inch and 8-inch diameter pipes account for approximately 83 percent of the total pipe count. The total length of all City owned gravity sewers is approximately 772,000 feet or roughly 146 miles. There are also 3,082 maintenance holes (MHs) associated with the gravity mains.

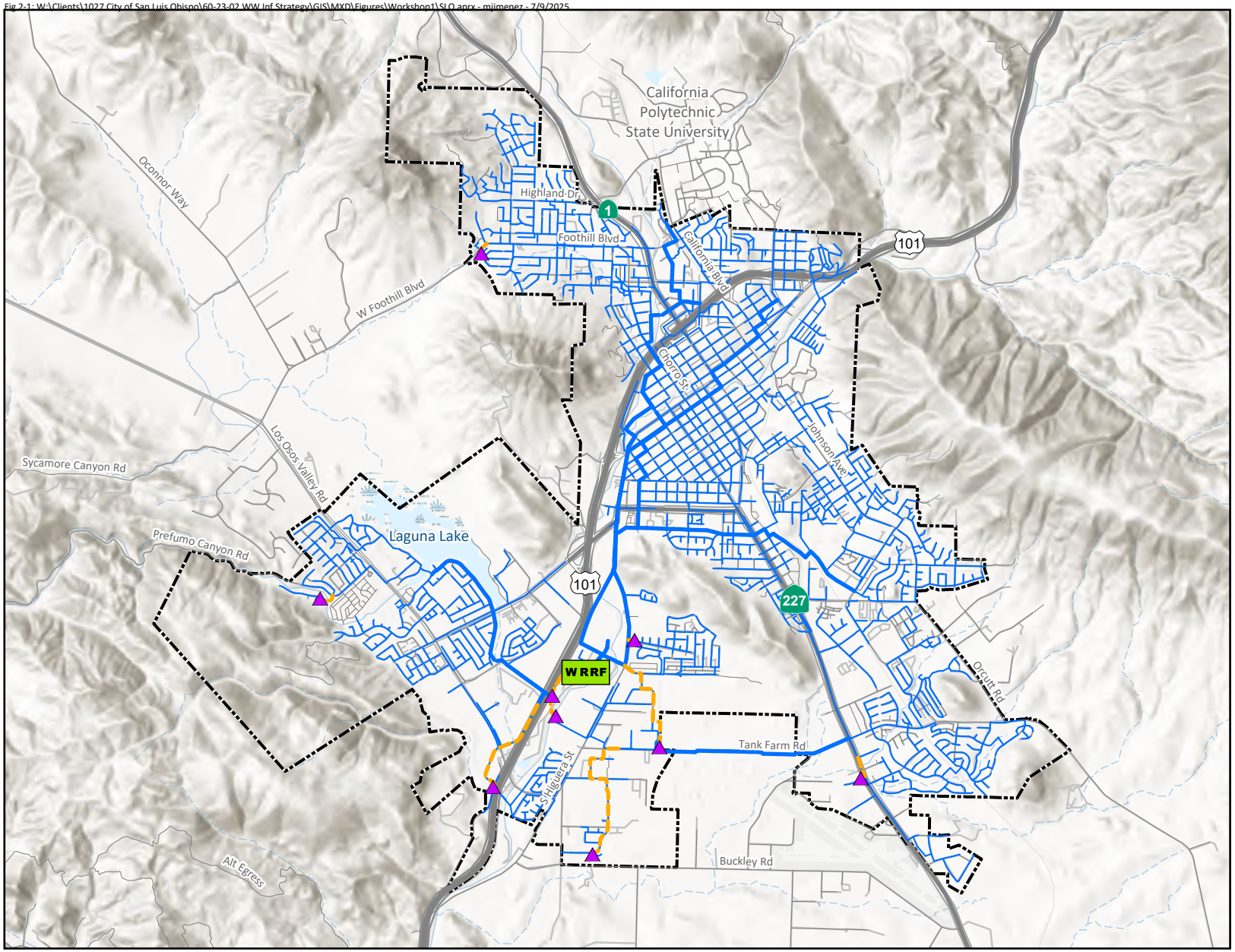
Table 2-1. Summary of Gravity Mains by Pipe Diameter

Pipe Diameter, inches	Total Length, feet	Pipe Count	Percentage of Total Count
6	332,281	1,476	45.6
8	289,927	1,207	37.3
10	53,523	217	6.7
12	26,477	101	3.1
15	20,648	74	2.3
18	19,830	70	2.2
21	3,282	10	0.3
24	8,054	31	1.0
27	2,098	6	0.2
30	5,687	16	0.5
36	5,183	11	0.3
48	1,601	5	0.2
Other [(a)]	3,312	12	0.4

(a) Either not specified or listed as a non-standard diameter.

A summary of gravity main pipes by pipe material, as taken from the collection system database, is presented in Table 2-2. As indicated, vitrified clay pipe (VCP) is the most common material, accounting for more than half of all pipe segments. Not shown in the table is that approximately 88 percent of the VCP mains are 6-inch and 8-inch diameter. In addition, all pipes larger than 24-inch diameter are listed as polyvinyl chloride (PVC).

Fig 2-1: W:\Clients\1027 City of San Luis Obispo\60-23-02 WW Inf Strategy\GIS\MXD\Figures\Workshop1\SLO aprx - mjimenez - 7/9/2025



W RRF Water Resource Recovery Facility
Lift Station
Gravity Main <12" Diameter
Gravity Main ≥12" Diameter
Force Main
City Limit

Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo
Wastewater Collection System
Infrastructure Renewal Strategy

Wastewater Collection System

Figure 2-1

Table 2-2. Summary of Gravity Mains by Pipe Material

Pipe Material	Total Length, feet	Pipe Count	Percentage of Total Count
VCP	429,681	1,803	55.5
PVC [a]	198,045	834	25.7
HDPE [b]	95,416	426	13.1
CIPP [c]	22,774	82	2.5
RPP [d]	12,766	54	1.7
FRCP [e]	5,339	17	0.5
Other [f]	5,283	30	0.9

(a) Polyvinylchloride (including 16,578 feet of HOBAS pipe trunk lines).
(b) High density polyethylene (often a liner within a pipe of different material but may also be the original material).
(c) Cured-in-place pipe (a fiber-reinforced plastic resin-based pipe, typically a liner within a pipe of a different material; CIPP has only been used in special high-risk scenarios, such as creek crossings, as a short-term risk mitigation method designed to defer permanent replacement due to budget constraints).
(d) Reinforced plastic pipe (trussed).
(e) Fiberglass reinforced cement pipe.
(f) "Other" pipe types Include asbestos concrete, cast iron, corrugated metal, and ductile iron.

The City operates and maintains a total of nine lift stations. Table 2-3 presents summary information for these stations, including nominal pumping capacity in gallons per minute (gpm), year constructed, force main diameter, and force main length.

Table 2-3. Summary of Lift Stations and Force Main Information [a]

Lift Station	Nominal Flow Capacity, gpm [b]	Year Constructed	Force Main	
			Diameter, in	Length, ft
Airport	225	1980	6	839
Buckley	739	2021	6	5,378
Calle Joaquin	766	2024	10	3,656
Foothill	300	1986	4	440
Laguna	3,000	2014	16	2,232
Margarita	400	2018	6	231
Prefumo	35	2004	4	595
Silver City	450	1967	6	765
Tank Farm	3,250	2009	14	3,772

(a) Information provided by City staff, unless otherwise indicated.
(b) Equals the sum of the nominal capacity of each pump with the largest pump out of service, and normal sewer service conditions except for Airport LS (based on draw and fill analysis performed by West Yost) and Tank Farm (based on pump curve analysis performed by West Yost).

DRAFT

2.2 LAND USE AND ZONING

The City's General Plan contains a land use map indicating land use designations for land within the City limits and also within the City's Sphere of Influence (SOI). The SOI is defined by Government Code 56425 as "a plan for the probable physical boundary and service area of a local agency or municipality." The City's General Plan land use designations are shown on Figure 2-2.

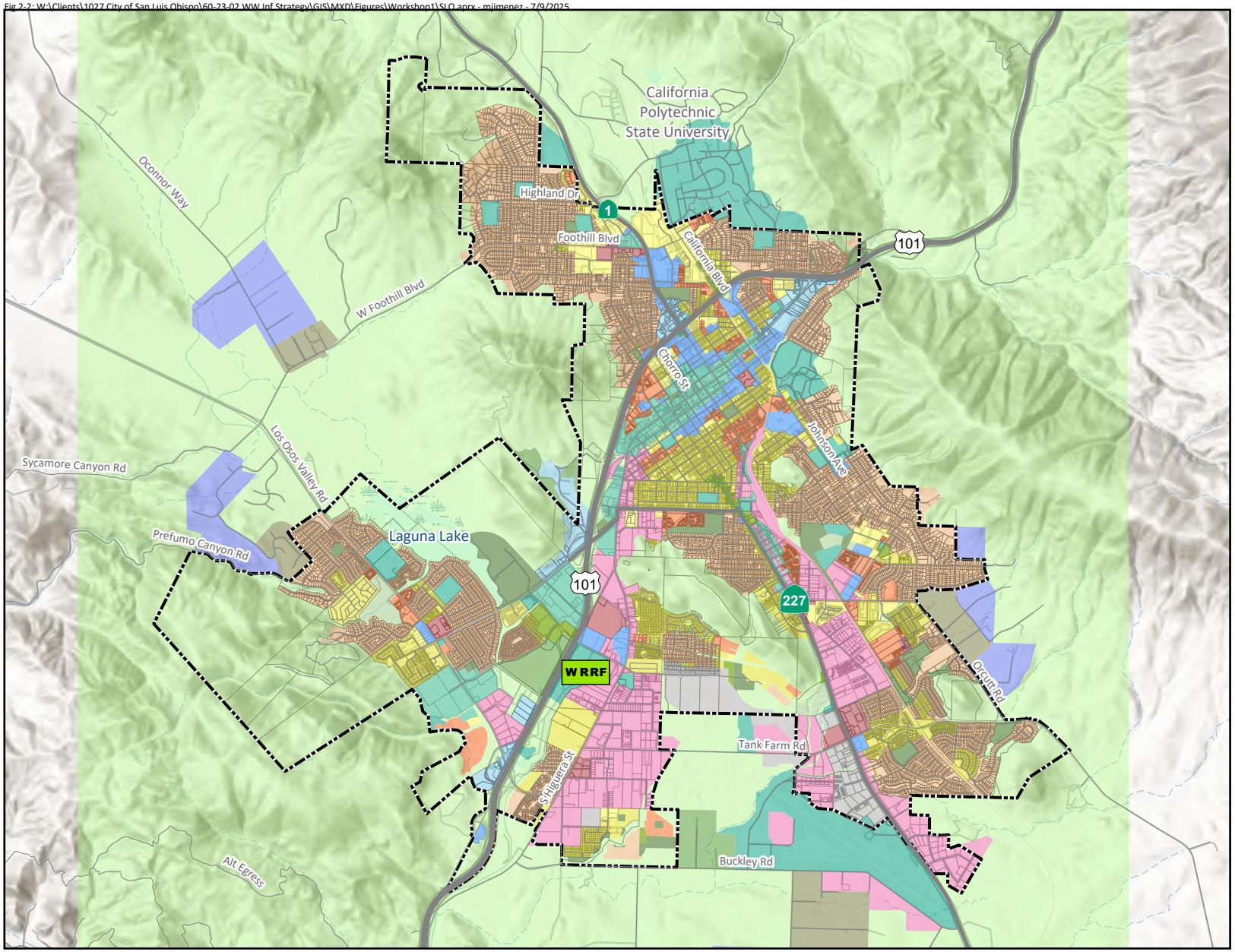
In addition, the City maintains a zoning map that defines land use zoning designations for a less extensive area that is confined to within the City limits. The City's zoning areas are shown on Figure 2-3, and zoning information is summarized in Table 2-4. At the direction of City staff, the City's zoning map is used preferentially over the General Plan land use map throughout this analysis. As of 2025, no additional annexation applications were available to be considered in this analysis.

As indicated in Table 2-4, a total of approximately 7,400 acres are zoned. The largest zoning category in terms of acreage is Conservation/Open Space (C/OS), which accounts for approximately 2,500 acres, the majority of which is located around the perimeter of the City. The largest flow-producing category is Low Density Residential (R-1), which accounts for approximately 1,700 acres, or 35 percent of all flow-producing zoned areas.

Table 2-4. Summary of City Zoning Areas

Abbreviation	Zoning Designation	Category	Gross Area, acres
R-1	Low Density Residential	Residential	1,710.0
R-2	Medium Density Residential	Residential	633.7
R-3	Medium-High Density Residential	Residential	213.8
R-4	High Density Residential	Residential	220.5
C-C	Commercial-Community	Commercial	95.2
C-D	Commercial-Downtown	Commercial	49.5
C-N	Commercial-Neighborhood	Commercial	39.8
C-R	Commercial-Retail	Commercial	200.0
C-S	Commercial-Service	Commercial	532.0
C-T	Commercial-Tourist	Commercial	119.1
BP	Business Park	Other	146.4
M	Manufacturing	Other	255.7
O	Office	Other	193.5
PF	Public Facility	Other	467.0
AG	Agriculture	Zero Flow [(a)]	51.6
C/OS	Conservation/Open Space	Zero Flow [(a)]	2,499.4
		Total	**7,427.1**
		Total, Non-Zero Flow	**4,876.1**

(a) The AG and C/OS zones allow for one residential unit, but the resulting flows are minimal, such that these categories are considered zero flow.



W RRF Water Resource Recovery Facility

General Plan Land Use

- Agriculture
- Business Park
- Community Commercial
- General Retail
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Neighborhood Commercial
- Office
- Open Space
- Park
- Public
- Recreation
- Rural Residential
- Service and Manufacturing
- Specific Plan
- Suburban Residential
- Tourist
- City Limit

Prepared by:

WEST YOST

N

0 2,500 5,000

Feet

Prepared for:

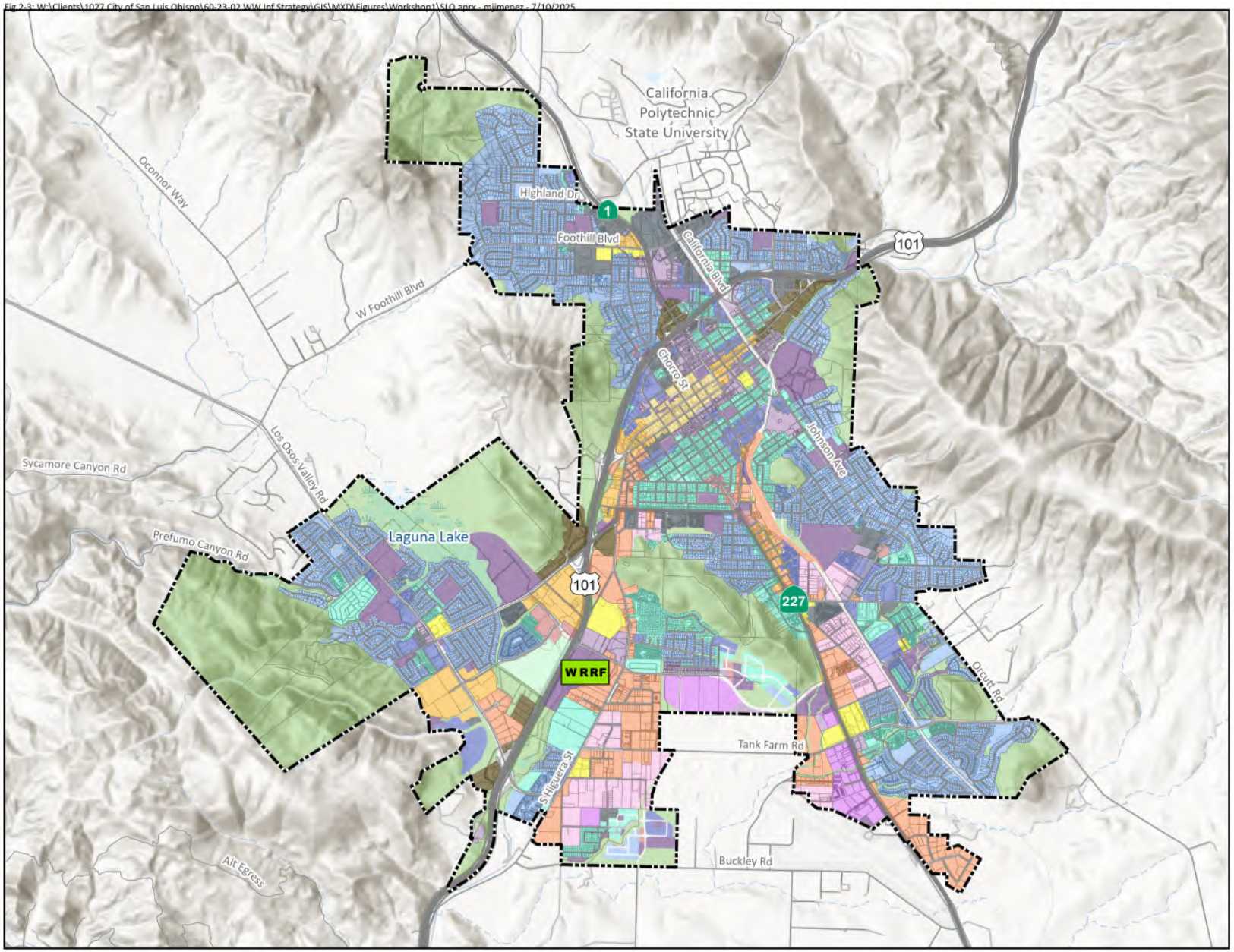
City of San Luis Obispo

Wastewater Collection System

Infrastructure Renewal Strategy

General Plan Land Uses

Figure 2-2



Prepared by:

WEST YOST

N

0 2,500 5,000

Feet

Prepared for:

City of San Luis Obispo

Wastewater Collection System

Infrastructure Renewal Strategy

City Zoning Areas

Figure 2-3

2.3 PARCEL INFORMATION

The City maintains parcel data within its GIS database covering areas within and around the City limits. (The San Luis Obispo Planning Area, as defined in the City's Land Use Element.) The database includes 17,103 parcels totaling approximately 19,000 acres, which is approximately 2.5 times the total area represented by the zoned areas within City limits shown on Figure 2-3. Most of the parcels that fall outside the City limits are designated as Open Space in the City's General Plan, with a few areas designated as Rural Residential.

The status of development (occupancy) of any given parcel is not specified in the parcel data. Accordingly, a visual inspection of the existing parcels using recent satellite imagery was performed to identify whether a parcel is vacant, partly vacant, or occupied. This effort was generally limited to parcels that are 1 acre in size or larger. In addition, any low-density residential (R-1) parcels that did not have an active water meter during the 2022/2023 wet season were classified as vacant. (It is understood that this approach may overstate the number of vacant R-1 parcels, but this approach is nevertheless conservative in evaluating the ability of the system to accommodate future flows.)

The resulting vacant and partly vacant parcels are used as the basis for determining areas of future development within the City and are summarized as follows:

- Vacant (excluding R-1): 337 parcels; 618 acres
- Partly vacant: 44 parcels; 218 acres
- Vacant R-1: 609 parcels; 218 acres

The zoning area boundaries largely but not entirely coincide with the parcel boundaries. Notable exceptions include a small number of larger undeveloped or partially developed parcels that have multiple associated zoning designations. Eight such parcels totaling 339 acres were identified, mainly in the southern part of the City.

DRAFT

CHAPTER 3
Flow Analysis

The purpose of this chapter is to present an analysis of flows in the City's wastewater collection system and to use that information to develop flow generation factors for use in the collection system model. The major topics addressed in this chapter include:

- Winter Water Use
- Collection System Flow Monitoring
- Groundwater Infiltration
- Flow Generation Factor Development

3.1 WINTER WATER USE

Winter water use provides a means of estimating baseline sanitary flows because it coincides with the period of minimal landscape irrigation, such that most winter water consumption ends up in the wastewater collection system. Groundwater infiltration (GWI) can then be calculated as the difference between dry weather sewer flows and winter water use.

For this analysis, City staff provided winter water use data for 2021/22 and 2022/23. Key statistics for both winter periods are shown in Table 3-1 and include meter counts for the various categories, meter counts for meters with non-zero usage, City-wide usage (in units of million gallons per day (mgd)), and per meter usage in units of gallons per day (gpd). As indicated in the table, total residential and commercial usage decreased from 2021/22 to 2022/23 by 0.53 mgd (3.97 mgd minus 3.45 mgd). This decrease was likely due to the unusually wet conditions during the 2022/2023 wet season, which would have reduced landscape irrigation activities in comparison to the unusually dry 2021/22 wet season. As a result, the 2022/23 winter water use data is likely to be a much better representation of baseline sanitary flows.

3.2 COLLECTION SYSTEM FLOW MONITORING

The following topics related to collection system flow monitoring are discussed in this section:

- 2023/2024 Flow Metering Program
- WRRF Flow Information
- City Flow Metering Data

The flow data presented in this section provide the basis for the calibration of the collection system model, as described in Chapter 4 of this report.

3.2.1 2023/2024 Flow Metering Program

A collection system flow metering program was conducted during the 2023/2024 wet season and covered the period of December 19, 2023 through March 26, 2024. The flow metering program consisted of a reduced list of flow metering sites than those previously monitored in 2010 and 2011 (and documented in the 2012 I&I Study), with minor adjustments to the exact metering locations. The 2023/2024 metering sites focused on areas known or suspected to be capacity-constrained and/or to have high levels of infiltration and inflow (I&I) during wet weather events. The flow metering locations and their tributary areas are shown on Figure 3-1.

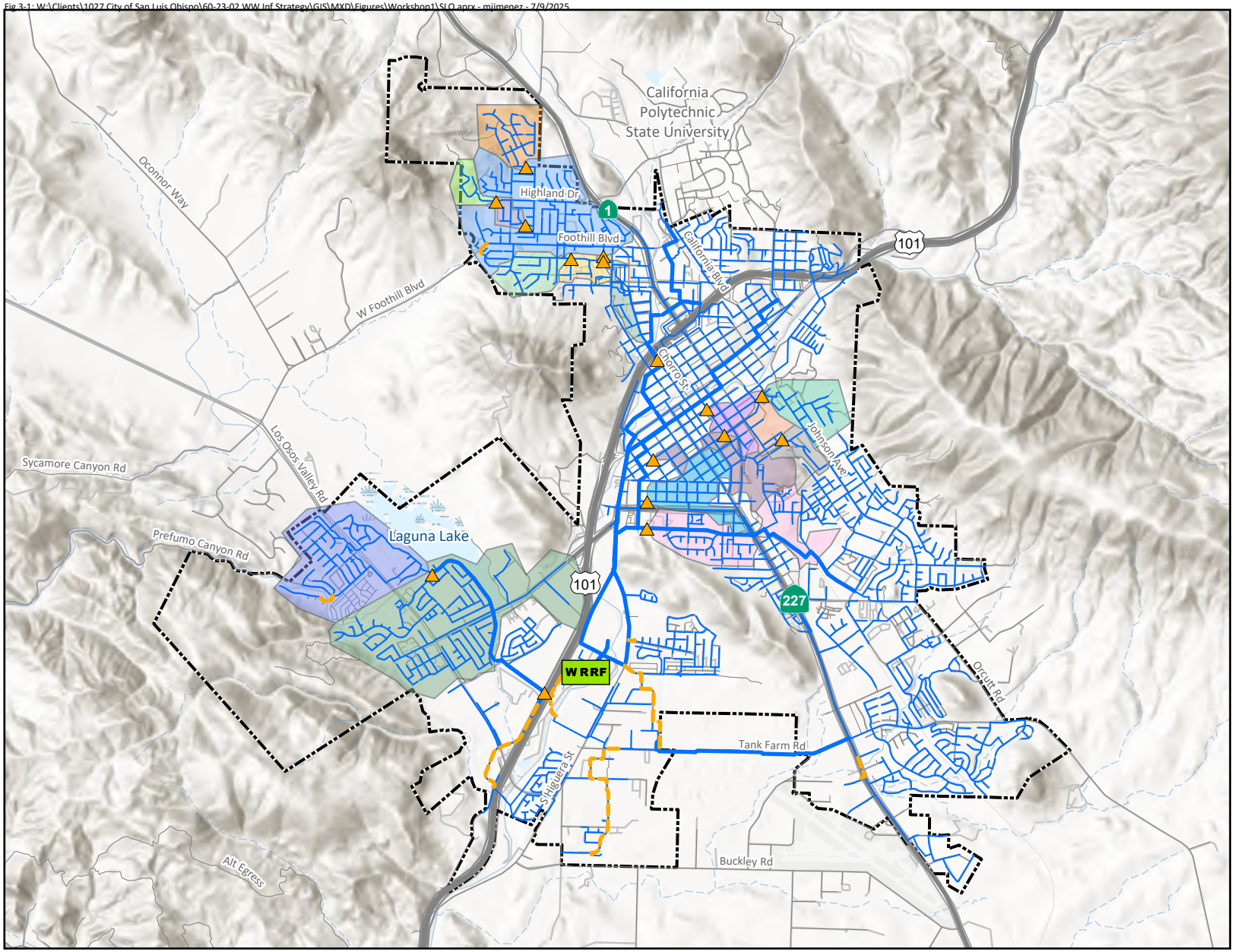
Table 3-1. Winter Water Use Summary Information		
Statistic	Winter 2022/23	Winter 2021/22
Meter Count		
Total	16,728	16,379
Residential	14,384	14,026
Commercial, Industrial, Institutional	1,730	1,736
Landscape	536	546
Recycled	79	72
Meter Count: Usage>0		
Total	15,637	15,654
Residential	13,862	13,654
Commercial, Industrial, Institutional	1,502	1,521
Landscape	225	416
Recycled	48	63
Residential/Commercial Usage, mgd		
Total	3.45	3.97
Residential	2.20	2.55
Commercial, Industrial, Institutional	1.25	1.42
Flow per Meter, gpd/meter		
Residential	158.7	186.8
Commercial, Industrial, Institutional	833.4	930.8

A total of 16 sites were flow metered during the monitoring period. The field activities were conducted by V&A Consulting Engineering, and Hach FL900 flow metering equipment was used. This technology uses submerged sensors with pressure transducers to collect depth readings and ultrasonic Doppler sensors to determine flow velocities.

Daily rainfall totals during the flow monitoring period are shown on Figure 3-2. The results shown in the figure represent the average of four rain gauges (RG) locations associated with publicly available private weather stations. The highest single-day rainfall of 1.94 inches occurred on December 20, 2023, and the highest two consecutive days of rain occurred on December 19–20, 2023 (2.85 inches).

Storm return period information for the four rain gauges is summarized in Table 3-2. These results are developed from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 precipitation frequency estimates and are shown for 6-hour, 12-hour, 24-hour, or 48-hour durations. As indicated, the return periods for the largest storm ranged from 0.6 years to 2.4 years, depending on the rain gauge and the event duration, with an average return period value of 0.8 years for the 24-hour storm. The model calibration process (described in Chapter 4) produces system parameters that can be extrapolated to larger storms, including the 10-year, 24-hour event that provides the basis for this analysis.

Fig 3-1: W:\Clients\1027 City of San Luis Obispo\60-23-02 WW Inf Strategy\GIS\MXD\Figures\Workshop1\SLO aprx - mjimenez - 7/9/2025



W RRF Water Resource Recovery Facility

Sewer Flow Meter

Gravity Main <12" Diameter

Gravity Main ≥12" Diameter

Force Main

Flow Monitor Basins

A.1
A.2
A.3
A.4
B.1
B.2
B.3
H.1
H.2
J.1
M.1
M.2
P.1
P.2
Q.1
Q.2

City Limit

Prepared by:

WEST YOST

N

0 2,500 5,000

Feet

Prepared for:

City of San Luis Obispo

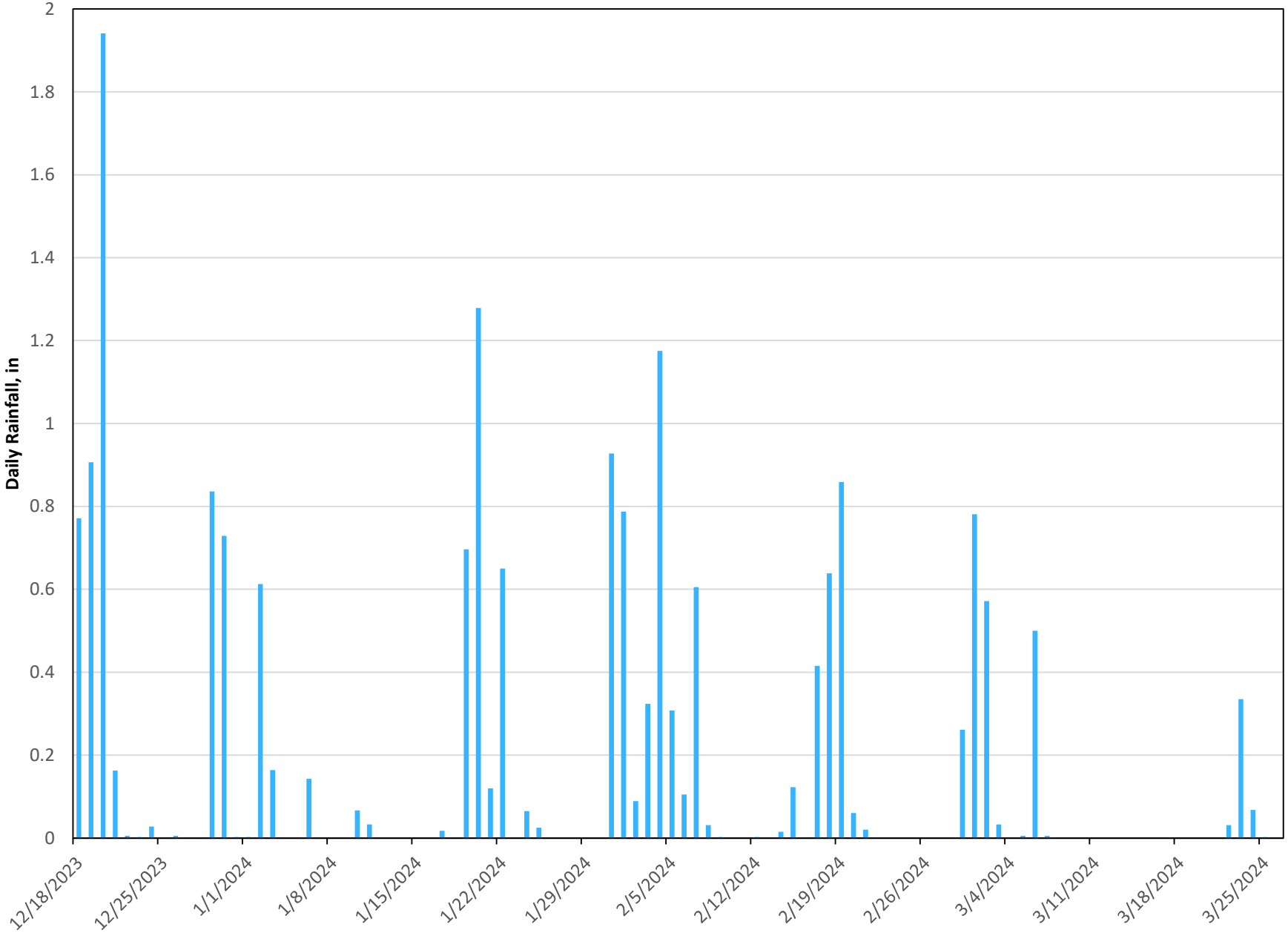
Wastewater Collection System

Infrastructure Renewal Strategy

Flow Metering Areas

Figure 3-1

Figure 3-2: Four-Gauge Average Rainfall, San Luis Obispo, December 2023–March 2024



Summary statistics for the flow metering sites are presented in Table 3-3. Key statistics for each flow metering location include MH ID, flow metering area designation (from the 2012 I&I Study), pipe diameter (D), average dry period flow, peak hour flow, time of peak hour flow, peaking factor (defined as the peak hour flow divided by the average dry flow), and the maximum depth of flow. All flows are presented in units of mgd. The average dry period flow was calculated from dry days (typically in early to mid-January) when Cal Poly was in session, when flows had stabilized following previous storm events, and before groundwater levels had built up to their seasonal highs in late winter.

Table 3-2. Maximum Storm Return Periods, December 19, 2023 through March 26, 2024

Rain Gauge [a]	6-Hour Duration	12-Hour Duration	24-Hour Duration	48-Hour Duration
RG Northwest	1.0	0.8	0.6	0.8
RG North	2.4	2.1	1.2	1.3
RG East	1.7	1.5	1.0	1.4
RG Southwest	1.0	0.9	0.7	1.1
4-Gauge Average	1.3	1.2	0.8	1.1

(a) Rain gauge locations were as follows: RG Northwest, Montrose Drive near Skyline Drive; RG North, Serrano Drive near Serrano Circle; RG East, Johnson Avenue near Pismo Street; RG Southwest, Oceanaire Drive near Mariner Cove.

Table 3-3. Flow Monitoring Program Summary Statistics

Metering Area	MH ID	Pipe D, in	Avg Dry Flow, mgd	Peak Hour Flow, mgd	Time of Peak Flow	Peaking Factor	Max Depth, in [a]
A.1	I06-39	10	0.322	1.192	2/19/2024 3:00	3.7	4.1
A.2	H06-5	6	0.010	0.130	2/19/2024 1:00	13.5	3.2
A.3	H05-38	6	0.003	0.041	2/19/2024 3:30	14.5	2.9
A.4	H04-37	10	0.024	0.264	2/4/2024 15:30	11.1	2.7
B.1	J08-43	15	0.309	2.008	2/4/2024 17:00	6.5	7.1
B.2	I06-48	10	0.038	0.426	2/19/2024 2:00	11.3	28.7
B.3	I06-41	8	0.011	0.217	2/19/2024 1:45	19.2	4.1
H.1	J10-52	12	0.058	0.819	2/4/2024 15:45	14.1	4.4
H.2	J11-45	12	0.077	0.647	2/19/2024 4:00	8.4	3.4
J.1	J12-10	18	0.272	1.638	2/4/2024 15:15	6.0	7.9
M.1A	H15-16	21	0.378	1.246	2/19/2024 11:15	3.3	10.3
M.2	G13-15	12	0.092	0.269	3/2/2024 8:45	2.9	5.8
P.1	K09-56	10	0.074	0.244	2/4/2024 14:45	3.3	3.9
P.2	L09-20	8	0.047	0.236	2/4/2024 15:15	5.0	4.9
Q.1	K10-22	8	0.030	0.241	2/19/2024 3:45	7.9	4.3
Q.2	L10-17	6	0.017	0.278	2/5/2024 13:00	16.4	11.7

(a) Yellow highlighting indicates surcharging at peak flow conditions.

DRAFT

It is notable that peak flows did not coincide with the largest storm event at any of the flow meters. Instead, peak flows occurred on February 4–5, 2024 (maximum 24-hour rainfall of 1.38 inches), February 19, 2024 (maximum 24-hour rainfall of 1.44 inches), and March 2, 2024 (maximum 24-hour rainfall of 1.56 inches). These results indicate that saturated soils and high groundwater levels are likely at least as significant as rainfall magnitude in influencing peak wet weather flow conditions. As indicated in the table, two flow metering locations (SB2 and SQ2) underwent surcharging above the pipe crown during peak flow conditions.

3.2.2 WRRF Flow Information

Influent flow information from the City's Water Resource Recovery Facility (WRRF) is used in this analysis for determining total collection system flow for dry and wet weather conditions, both specific to the flow monitoring period described above and more generally for recent historical periods. In support of this effort, City staff provided average daily and peak instantaneous flows for each calendar day for the six-year period of January 2018 through July 2024. Based on this information, the average and peak flows for each month are shown on Figure 3-3. In addition, Figure 3-3 also shows total monthly rainfall and maximum 2-day rainfall for each month, as taken from the California Irrigation Management Information System (CIMIS) rain gauge #52 located adjacent to the practice field near the intersection of Via Clara and Highland Drive on the Cal Poly campus.

Table 3-4 shows summary statistics by calendar year for the WRRF and the CIMIS rain gauge. Key statistics include annual average flow, average dry weather flow (Q_a), peak wet weather flow (Q_p), the date on which the Q_p occurred, the two-day rainfall associated with the Q_p, and the total annual rainfall. In general, the Q_a value is the average for the month of October, which corresponds to when Cal Poly is in session and therefore provides a reasonable baseline condition for maximum occupancy conditions. The average of the Q_a values is 3.10 mgd, which is 93.2 percent of the winter water use for the 2022/2023 period. This result is consistent with return-to-sewer ratios, which commonly range from 90 to 95 percent in other areas during wet winters.

Table 3-4. WRRF Summary Statistics by Calendar Year

Year	Annual Average Flow, mgd	Q_a, mgd [(a)]	Q_p, mgd	Date of Q_p	2-Day Rainfall at Q_p, in [(a)]	Total Annual Rainfall,in [(a)]
2018	3.26	3.21	19.91	3/22/2018	4.07	17.93
2019	3.62	3.19	20.72	12/3/2019	0.99	28.58
2020	2.90	2.93	14.69	3/16/2020	2.50	11.04
2021	2.96	3.05	17.17	12/23/2021	3.25	21.43
2022	3.02	3.14	19.09	12/10/2022	2.88	14.87
2023	4.38	(b)	25.94	1/9/2023	6.05	34.85
2024	4.13	(c)	14.91	4/14/2024	2.28	(b)

(a) CIMIS gauge #52, San Luis Obispo, Lat/Long: 35.305442, -120.66178
(b) Data not available due to WRRF construction activities and instrumentation commissioning.
(c) Incomplete year; not all data are available.

Figure 3-3. Monthly WWRF Flows and Rainfall, 2018–2024

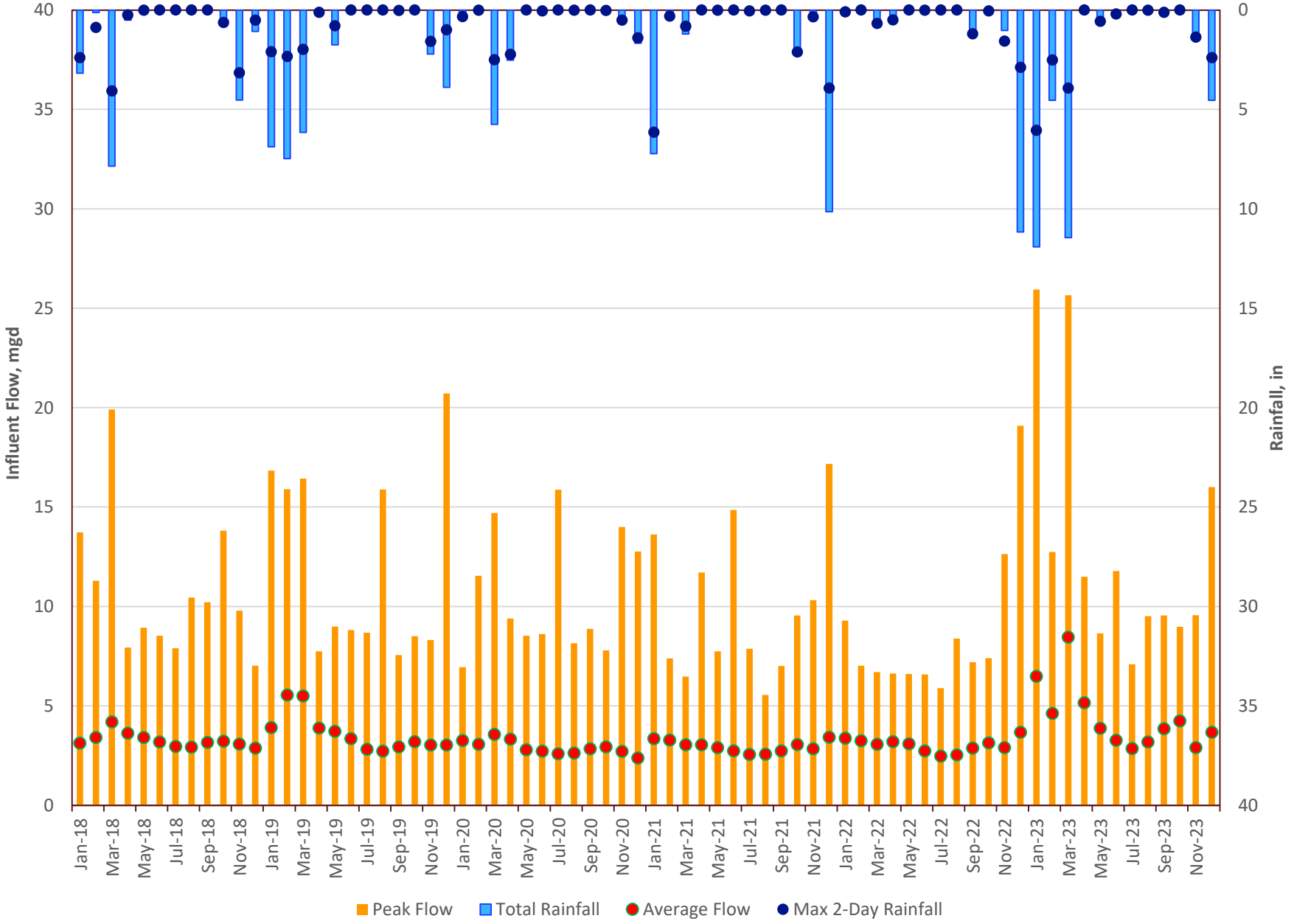


Table 3-5 shows flow and rainfall statistics for the 25 largest peak wet weather flow events during the period of 2018 through 2023. As indicated in the table, the top four peak wet weather flows all occurred in January and March 2023. The largest such flow (25.94 mgd) occurred on January 9, 2023, during which 6.05 inches of rain fell on consecutive days, and 5.38 inches of rain fell in 24 hours. This latter result corresponds to a 9.4-year return period for a 24-hour event (based on NOAA Atlas 14 precipitation frequency estimates). Based on a review or historical data, City staff determined that peak flows during this event provide an appropriately conservative estimate of the peak flow associated with a 10-year, 24-hour storm event.

Table 3-5. Top Ten WRRF Peak Wet Weather Flows, 2018–2023

Rank	Peak Flow, mgd	Date of Peak Flow	Total Daily Flow, mgd	2-Day Rainfall, in [(a)]
1	25.94	1/9/2023	17.00	6.05
2	25.65	3/14/2023	7.75	3.92
3	24.59	3/10/2023	16.54	3.09
4	21.47	1/14/2023	10.07	2.25
5	20.72	12/3/2019	3.07	0.99
6	19.91	3/22/2018	4.07	4.07
7	19.09	12/10/2022	5.06	2.88
8	18.15	12/31/2022	6.92	2.28
9	17.17	12/23/2021	6.63	3.25
10	16.83	1/17/2019	4.43	1.78

(a) CIMIS gauge #52, San Luis Obispo, Lat/Long: 35.305442, –120.66178

3.2.3 City Flow Metering Data

The City provided flow and/or pump operations data for the following lift station (LS) facilities and gravity flow metering locations:

- Airport LS
- Laguna LS
- Margarita LS
- Tank Farm LS
- Cal Poly (gravity)
- Madonna Inn (gravity)

For all of the above except Airport LS and Tank Farm LS, the City provided flow data on 5-minute intervals. For Airport LS and Tank Farm LS, flows were calculated based on an analysis of pump curve information and pump operational data. The focus of the data obtained for the above sites was the period of October 2022 through March 2023, which covers the high-flow periods at the WRRF discussed above.

Table 3-6 summarizes average and peak flows at the above sites for the period of October 2022 through March 2023. As indicated in the table, peak flow conditions occurred on January 9, 2023 at all sites except Madonna Inn. The low peaking factor of 2.3 at Madonna Inn, in combination with the fact that peak flows occurred on a day with no rainfall, indicates that flows from this site are not significantly influenced by wet weather conditions.

Table 3-6. City Flow Metering Results, October 2022 through March 2023

Metering Location	Avg Dry Flow, mgd	Peak Hour Flow, mgd	Time of Peak Flow	Peaking Factor
Airport LS	0.037	0.392	1/9/23 6:35	10.7
Laguna LS	0.782	3.629	1/9/23 16:00	4.6
Margarita LS	0.031	0.211	1/9/23 15:40	6.9
Tank Farm LS	0.481	2.380	1/9/23 14:50	4.9
Cal Poly	0.244	1.699	1/9/23 15:45	7.0
Madonna Inn	0.027	0.064	3/2/24 18:15	2.3

3.3 GROUNDWATER INFILTRATION

GWI at a given location in the collection system can be estimated by calculating the difference between the average flows during dry weather periods and the winter water use coming from all upstream areas. GWI varies over time and is generally lowest in the late dry season and highest in the winter or early spring following prolonged rainy periods. Figure 3-4 shows the average rate of GWI throughout the period of January through April 2024. As indicated in the figure, GWI increased each month through the wet season, indicating increasing groundwater levels. Given an estimated Q_a value of 3.10 mgd (as discussed above), GWI expressed as percentage of Q_a increases from 16 percent in January 2024 to 57 percent in April 2024.

GWI calculations were also done for each of the tributary areas that were flow metered during the 2023/2024 flow monitoring period. Table 3-7 shows cumulative flows at each flow meter for the dry weather period of February 14–16, 2023, while Table 3-8 shows incremental flows (defined as the calculated results with all upstream flow meter results subtracted out) for the same period. Flow meter B.1 is excluded from these tables due to multiple upstream flow splits that prevent the determination of the tributary area.

Key findings from the analysis of GWI include:

1. The A.1 area (shown on Figure 3-1 above) in the largest contributor of GWI of any area in terms of both incremental volume (~0.44 mgd) and GWI per unit area (~1,800 gpd/acre).
2. Other areas that contributed approximately 0.10 mgd or more include H.2 (~0.10 mgd), SJ1 (~0.23 mgd), M.1A (~0.14 mgd), and all areas downstream of the metering sites (calculated by difference as 0.29 mgd).
3. Other areas that contributed GWI at a rate of 1,000 gpd/acre or more include B.3 (~1,000 gpd), H.2 (~1,100 gpd/acre), and Q.2 (~1,000 gpd/acre).
4. Based on the flow metering results, the net GWI contributions from areas B.2, H.1, P.1, and Q.1 are estimated to be zero.

Figure 3-4. Wastewater Flow Components, January through April 2024

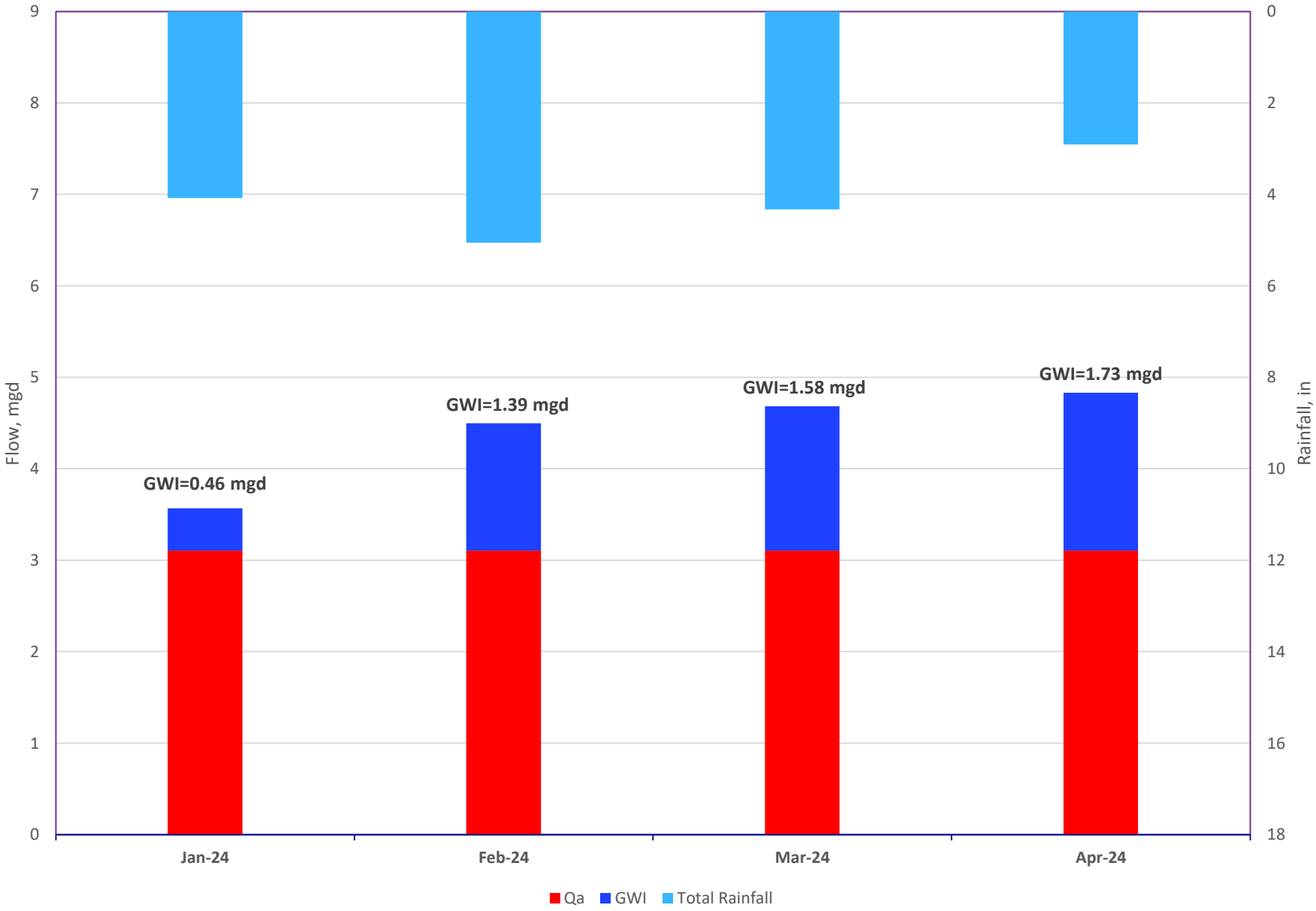


Table 3-7. GWI, February 14–16, 2023 Dry Weather Period, Cumulative Flows [a]

Metering Location	Tributary Area, acres	Cumulative Winter Water Use, mgd	February 14–16 Flow, mgd	February 14–16, GWI, mgd	Cumulative GWI, Rate gpd/acre
A.1	359.4	0.212	0.670	0.458	1,274
A.2	45.7	0.015	0.019	0.005	103
A.3	24.8	0.0038	0.0064	0.0026	103
A.4	67.5	0.023	0.035	0.012	170
B.2	49.8	0.049	0.076	0.027	537
B.3	33.0	0.020	0.054	0.034	1,038
H.1	91.9	0.078	0.138	0.060	653
H.2	90.7	0.079	0.178	0.098	1,082
J.1	563.5	0.384	0.618	0.234	415
M.1A	609.3	0.416	0.577	0.161	265
M.2	165.2	0.085	0.102	0.018	107
P.1	108.5	0.095	0.108	0.013	121
P.2	79.6	0.062	0.084	0.022	271
Q.1	48.0	0.038	0.060	0.022	456
Q.2	26.0	0.015	0.041	0.025	980
Madonna	30.4	0.014	0.022	0.008	248
Cal Poly	516.9	0.288	0.395	0.107	206
Airport	136.6	0.051	0.047	0	0
Laguna	1,036.0	0.695	1.056	0.361	349
Margarita	40.1	0.030	0.028	0	0
Tank Farm	736.0	0.351	0.582	0.231	314
WRRF	4,696	3.313	4.657	1.328	283

(a) Cumulative flows refer to results calculated irrespective of any upstream flow meters.

DRAFT

Table 3-8. GWI, February 14–16, 2023 Dry Weather Period, Incremental Flows [a]					
Metering Location	Net Tributary Area, acres	Incremental Winter Water Use, mgd	February 14–16 Incremental Flow, mgd	February 14–16, Incremental GWI, mgd	Incremental GWI, Rate gpd/acre
A.1	246.1	0.174	0.609	0.435	1,768
A.2	21.0	0.011	0.013	0.002	102
A.3	24.8	0.004	0.006	0.003	103
A.4	67.5	0.023	0.035	0.012	170
B.2	16.9	0.029	0.022	0	0
B.3	33.0	0.020	0.054	0.034	1,038
H.1	43.8	0.040	0.037	0	0
H.2	90.7	0.079	0.178	0.098	1,082
J.1	563.5	0.384	0.618	0.234	415
M.1A	413.7	0.317	0.453	0.136	329
M.2	165.2	0.085	0.102	0.018	107
P.1	28.9	0.033	0.024	0	0
P.2	79.6	0.062	0.084	0.022	271
Q.1	22.0	0.023	0.020	0	0
Q.2	26.0	0.015	0.041	0.025	980
Madonna	30.4	0.014	0.022	0.008	248
Cal Poly	516.9	0.288	0.395	0.107	206
Airport	136.6	0.051	0.047	0	0
Laguna	426.7	0.280	0.479	0.200	468
Margarita	40.1	0.030	0.028	0	0
Tank Farm	572.9	0.297	0.582	0.285	498
WRRF	1,102.9	1.051	1.938	0.888	805

(a) Incremental flows refer to results calculated with all upstream flow meter results subtracted out.

3.4 FLOW GENERATION FACTOR DEVELOPMENT

For this analysis, proposed flow generation factors are derived on a per acre basis for each category included in the City's zoning map (shown on Figure 2-3 in Chapter 2 of this report). The intent of these factors is that they be used to evaluate future collection system flow conditions, and that they be applied either to existing vacant parcels or to parcels that are slated for redevelopment. For existing occupied parcels that are not slated for redevelopment, it is assumed that the existing winter water use characteristics of the given parcel would remain applicable in the future, such that future flows are assumed to equal current flows.

It can be expected that a high degree of parcel-to-parcel flow variability exists within each land use category. Therefore, for planning of future collection system conditions, it is appropriate to develop flow generation factors that have a high degree of conservatism. The method used in this analysis to derive such factors is referred to here as the "Upper Average Method" and involves the following steps:

1. For existing occupied parcels, establish the land use category of each parcel by overlaying the City's GIS Land Use layer upon the existing parcel layer.
2. For each parcel, determine the daily average flow generation (q_i) based on the winter water use associated with that parcel.
3. For each parcel, determine the per acre flow generation rate (r_i) by dividing the parcel flow generation by the parcel acreage (a_i), such that $r_i = q_i/a_i$.
4. For each land use category (LU), calculate the average per acre flow generation rate (R_{LU}) by dividing the total winter water use for that category (Q_{LU}) by the total occupied acreage for that category (A_{LU}), such that $R_{LU} = Q_{LU}/A_{LU}$.
5. For each land use category, calculate the average per acre flow generation rate for only those parcels that are above R_{LU}, such that:

$$\text{Flow Generation Factor} = \text{Average}(r_i) \text{ where } r_i > R_{LU}$$

The results obtained using this method are shown in Table 3-9. The proposed flow generation factors are rounded to the nearest 100 gpd/acre.

Table 3-9. Proposed Flow Generation Factors

Code	Description	Flow Generation, gpd/acre		
		Average	Upper Average	Proposed Factor
AG	Agriculture	0	0	0
BP	Business Park	524	3,757	3,800
C/OS	Conservation/Open Space	0	0	0
C-C	Community Commercial	1,108	2,337	2,300
C-D	Downtown Commercial	2,106	7,183	7,200
C-N	Neighborhood Commercial	1,340	3,241	3,200
C-R	Retail Commercial	670	2,506	2,500
C-S	Service Commercial	296	1,116	1,100
C-T	Tourist Commercial	1,415	3,400	3,400
M	Manufacturing	359	1,369	1,400
O	Office	826	1,647	1,600
PF	Public Facility	148	500	500
R-1	Low Density Residential	567	1,126	1,100
R-2	Medium Density Residential	956	2,020	2,000
R-3	Medium-High Density Residential	1,365	3,190	3,200
R-4	High Density Residential	1,785	4,722	4,700

CHAPTER 4
Hydraulic Model Development and System Evaluation Criteria

The purpose of this chapter is to present the steps involved in developing and calibrating the collection system model and establishing the criteria used for evaluating system capacity deficiencies. The major elements of this chapter include:

- Model Development
- Model Calibration
- Design Storm Development
- System Evaluation Criteria

4.1 MODEL DEVELOPMENT

The key elements of collection system model development addressed in this section include the following:

- Modeling Software
- Model Geometry
- Assignment of Flows to Model Nodes

4.1.1 Modeling Software

The hydraulic model of the City's collection system uses AquaTwin Sewer software developed by Aquanuity. AquaTwin Sewer is a fully dynamic modeling program that operates within an ArcGIS Pro environment and is powered by the EPA SWMM5 engine (version 5.2.3). The flow input fields include:

- Inflow Dry Weather Flow (DWF)
- Inflow Direct
- Inflow Rainfall-Dependent Infiltration and Inflow (RDII)

For this model, the Inflow DWF field is used to represent sanitary flow, the Inflow Direct field is used to represent GWI, and the Inflow RDII is used to represent RDII. Sanitary inputs are assigned to each model node (MH or lift station), and a diurnal flow pattern is assigned to each such input. GWI is treated as a constant value throughout each simulation. RDII is dependent on the magnitude of the design storm and on the wet weather calibration parameters.

4.1.2 Model Geometry

The collection system model includes all gravity mains, MHs, lift stations, and force mains in the City's sewer GIS database. The City's GIS database specifies pipe, MH, and lift station locations, pipe diameters, and pipe connectivity. The GIS database also contains partial information on MH rim and pipe invert elevations. For locations where such elevations were lacking, this analysis made use of some combination of the following:

- Information from field measurements or record drawings provided by the City
- Information from the previous model
- Interpolation of inverts between known points
- Minimum standard pipe slope assumptions
- LIDAR data (MH rims only)

In determining system connectivity, a relatively small number of errors needed to be corrected, including:

- MH ID numbers not matching the upstream or downstream MH ID of the adjacent pipe ID
- Pipe information showing the upstream and downstream MHs reversed
- Pipe information with either the upstream or downstream MHs not specified

Model geometry was also checked and adjusted by performing a flow simulation and observing unrealistic levels of surcharging or flow fluctuation. Corrections were made on a case-by-case basis.

4.1.3 Assignment of Flows to Model Nodes

The assignment of flows to model nodes involves assigning the following flow elements:

- Sanitary Flows
- Diurnal Flow Patterns
- Groundwater Infiltration
- Rainfall-Dependent Infiltration and Inflow

4.1.3.1 Sanitary Flows

As described in Chapter 3, winter water use from 2022/2023 provides the basis for sanitary flow inputs to the collection system model. Assigning water use values to individual model nodes is a multi-step process involving the following steps:

1. Water meters are assigned to parcels based on matching of street addresses and/or physical proximity. The street address fields in the water meter database and the parcel database often do not match exactly, and in some cases could not be matched at all, in which case the meter-parcel match was established based on physical proximity.
2. Parcels were matched to collection system MH ID number based on physical proximity. In a small number of cases, parcels had to be reassigned by visual inspection because the proximity-based match was determined to be incorrect.
3. For any given MH (model node), winter water use from all contributing parcels is summed up to provide the daily average flow input associated with that node.

In some cases, a given parcel may have multiple assigned water meters, while in other cases, a parcel may have no assigned meters, even though the parcel is occupied. The latter situation is common for medium and high-density residential parcels, and for many commercial parcels, where an apartment/ condominium complex or business operation occupies multiple parcels but is served by only one City water meter. By contrast, low-density residential areas typically have a one-to-one correlation between water meters and occupied parcels.

4.1.3.2 Diurnal Flow Patterns

Diurnal flow patterns were derived for each of the flow meters that were deployed during the 2023/2024 wet season. These patterns are based on data from dry weather days early in the wet season when GWI was comparatively low. The patterns are calculated on hourly intervals and are expressed in terms of normalized flow (defined as the hourly flow value divided by the average flow throughout the diurnal period), with the result being that the average of the values on the curve equals 1.0 regardless of location.

For this analysis, the assumed diurnal flow pattern assigned to the flows entering a given node is assumed to be the same diurnal flow pattern observed for the given flow metering area within which the node is located. For example, if a node is located upstream of flow meter A.1 but downstream of flow meters A.2, A.3, and A.4, that flow input is assigned the diurnal pattern for flow meter A.1.

Because flow data for the WRRF are only available as daily flow totals (and daily peak flows), a diurnal curve could not be developed from WRRF data. Instead, areas downstream of all the flow meters are assigned an aggregate diurnal flow curve that was derived by averaging of all the other diurnal flow curves. This aggregate curve is shown on Figure 4-1.

4.1.3.3 Groundwater Infiltration

GWI is assigned to the model by multiplying the area tributary to each node by the assumed GWI rate, as shown in Table 3-6 in Chapter 3. As with the diurnal flow patterns, the assignment of GWI rates is based on the flow metering area within which the node is located. For example, if a given flow metering area is determined to have a GWI rate of 1,000 gpd/acre, and if a given node is connected to 10 acres of parcels, the total GWI entering the model at that node is assumed to be 10,000 gpd. The tributary area to a given node is assumed to exclude parcels with an assigned land use of either Agriculture (AG) or Conservation/Open Space (C/OS). In addition, for existing conditions only, any currently vacant parcels are also excluded from the calculation of the assigned parcel area.

4.1.3.4 Rainfall-Dependent Infiltration and Inflow

As with the assignment of diurnal flow patterns and GWI rates, model nodes are assigned RDII-related parameters based on the flow metering area within which they are located. The derivation (calibration) of RDII-related parameters is discussed in the next section.

4.2 MODEL CALIBRATION

Elements of model calibration discussed in this section include:

- Criteria for Model Calibration
- RTK Method
- Model Calibration Results

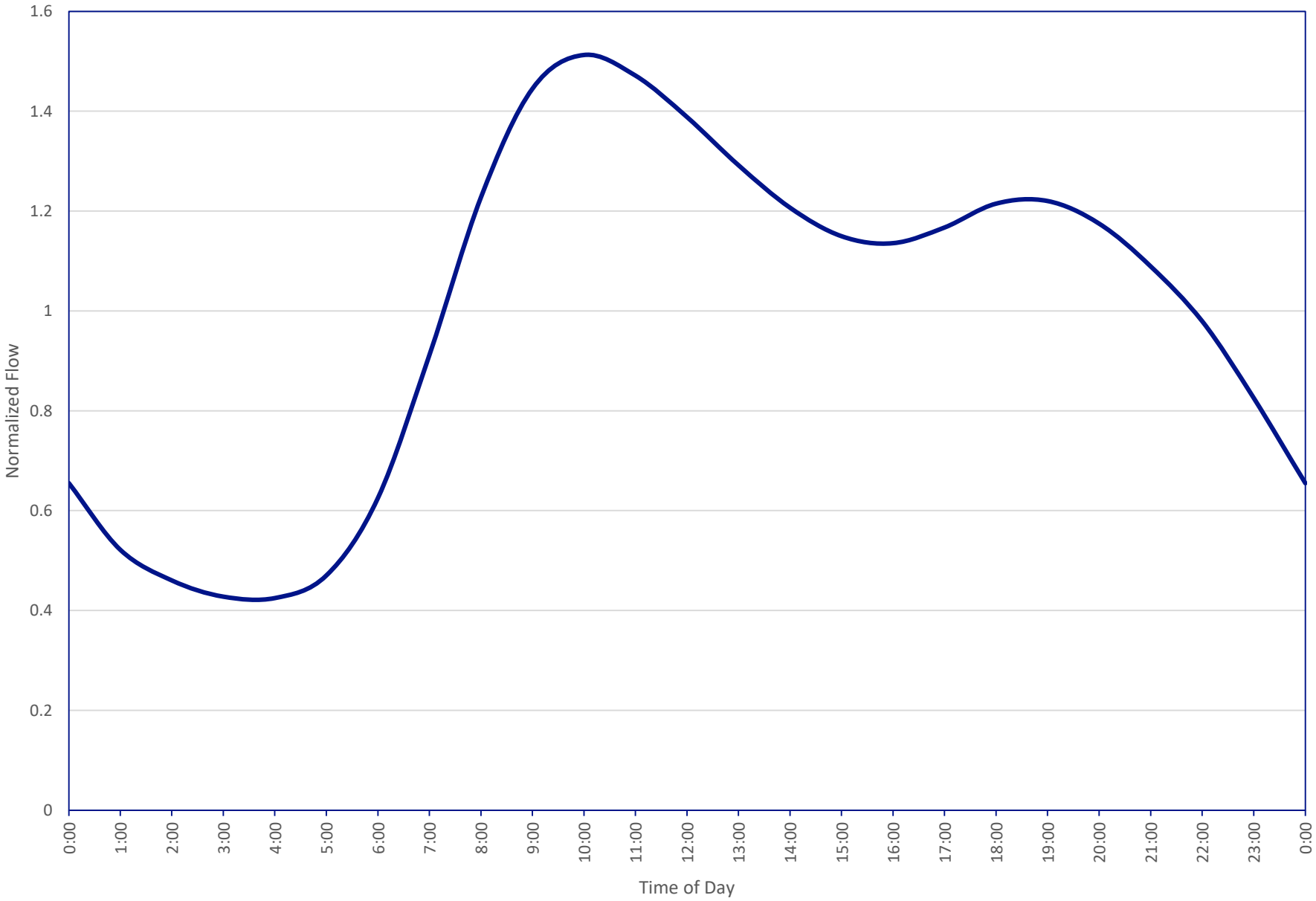
4.2.1 Criteria for Model Calibration

The criteria used for assessing the accuracy of the model calibration are based on standards developed by the Chartered Institution of Water and Environmental Management (CIWEM). The criteria for assessing the accuracy of the calibration of dry weather flow conditions are summarized as follows:

- The volume of modeled versus metered flow should be in the range of ±10-percent
- The modeled versus metered peak flow rate should be in the range of ±10-percent
- The modeled versus metered peak flow depth should be in the range of ±0.5 feet

DRAFT

Figure 4-1. Aggregate Normalized Diurnal Flow Curve for Downstream (Unmetered) Areas



The criteria used for assessing the accuracy of the calibration of wet weather flow conditions are summarized as follows:

- The modeled versus metered peak flow rate should be in the range of minus 15 percent to plus 25 percent
- The volume of modeled versus metered flow during and following the calibration storm should be in the range of minus 10 percent to plus 20 percent
- The modeled versus metered non-surcharged flow depth should be in the range of ±0.5 feet
- The modeled versus metered depth of surcharge should be in the range of minus 0.5 feet to plus 1.6 feet

In general, the above criteria are viewed as objectives rather than as inviolable standards. If one or more of these criteria are not met, any such deviation is viewed in terms of whether the model maintains acceptable accuracy while remaining adequately conservative in its predictive capabilities, based on professional judgment. Of the above criteria, agreement between modeled and metered peak flows is considered the most important because peak flows define the sizing needs of existing and future collection system facilities.

4.2.2 RTK Method

This analysis uses the RTK method for wet weather calibration of the collection system model. The RTK parameters are defined as follows:

- **R:** The portion of total rainfall within the tributary area that enters the collection system in the form of RDII.
- **T:** The time from the onset of rainfall to the peak of the RDII response.
- **K:** The ratio of the time-to-recession to the time-to-peak of the hydrograph, where the time-to-recession is defined as the time from the peak to the point in time where there is no longer any appreciable RDII response.

The RTK parameters are specific to each flow-metered area for which flow data exist, including areas downstream of the meters used in the flow monitoring program but upstream of the WRRF. The resultant RTK parameters established through calibration are then applied to the collection system model using the 10-year, 24-hour design storm.

For future development areas, City staff have provided instructions that assumed RDII rates should be reduced by approximately 50 percent in comparison to existing development areas. The justification for this assumption is that newly constructed collection system facilities will be significantly less porous than older facilities.

4.2.3 Model Calibration Results

For the flow metering locations from the 2023/2024 wet season flow monitoring program, the model results were calibrated to the period of February 16–22, 2024. The first two days represent dry weather baseline flow condition immediately preceding the February 18–19 wet weather calibration storm. During the February 16–17 period, flows had stabilized after a period of declining GWI after a series rainfall events in late January and early February.

For the various flow metered lift station and City SCADA-connected locations described in Chapter 3, the model results were calibrated to the period of January 7–13, 2023. This period includes the major storm event that occurred on January 9, 2023, discussed in Chapter 3.

A typical result for the February 16–17, 2024 dry weather period is shown on Figure 4-2, which shows the calibration results for flow metering site M.1A serving areas of southwest San Luis Obispo west of the US 101 highway. The results for site M.1A for the entire February 16–22, 2024 period are shown on Figure 4-3. A typical result for the January 7–13, 2023 period is shown on Figure 4-4, which shows the calibration results for Tank Farm LS.

Time series plots comparing modeled and metered flow results for the flow metering locations discussed in Chapter 3 are shown in Appendix A. A comparison of modeled and metered peak flow results is presented in Table 4-1.

In addition, the model was calibrated to match modeled versus measured peak flows at the WRRF during the January 9, 2023 storm event. City staff confirmed that WRRF flows during this event were a valid representation of 10-year, 24-hour storm conditions.

Table 4-1. Modeled versus Metered Peak Flows

Metering Site	Calibration Period	Modeled Peak Flow, mgd	Metered Peak Flow , mgd	Modeled Peak/ Metered Peak, %
A.1	Feb 16–22, 2024	1.158	1.192	102.93
A.2	Feb 16–22, 2024	0.126	0.130	103.47
A.3	Feb 16–22, 2024	0.0415	0.0409	98.66
A.4	Feb 16–22, 2024	0.187	0.180	96.26
B.2	Feb 16–22, 2024	0.409	0.426	104.28
B.3	Feb 16–22, 2024	0.226	0.217	96.04
H.1	Feb 16–22, 2024	0.698	0.708	101.47
H.2	Feb 16–22, 2024	0.636	0.647	101.65
J.1	Feb 16–22, 2024	1.586	1.610	101.54
M.1A	Feb 16–22, 2024	1.269	1.246	98.16
M.2	Feb 16–22, 2024	0.213	0.237	111.36
P.1	Feb 16–22, 2024	0.188	0.165	87.95
P.2	Feb 16–22, 2024	0.167	0.180	108.10
Q.1	Feb 16–22, 2024	0.234	0.241	102.96
Q.2	Feb 16–22, 2024	0.151	0.153	101.35
Cal Poly	Jan 7–13, 2023	1.694	1.699	100.28
Airport LS	Jan 7–13, 2023	0.397	0.392	98.78
Laguna LS	Jan 7–13, 2023	3.374	3.629	107.54
Margarita LS	Jan 7–13, 2023	0.209	0.211	101.31
Tank Farm LS	Jan 7–13, 2023	2.385	2.369	99.37
WRRF	Jan 7–13, 2023	25.926	25.940	100.05

DRAFT

Figure 4-2. Site SM1A, Model vs Flow Meter, Dry Weather Conditions

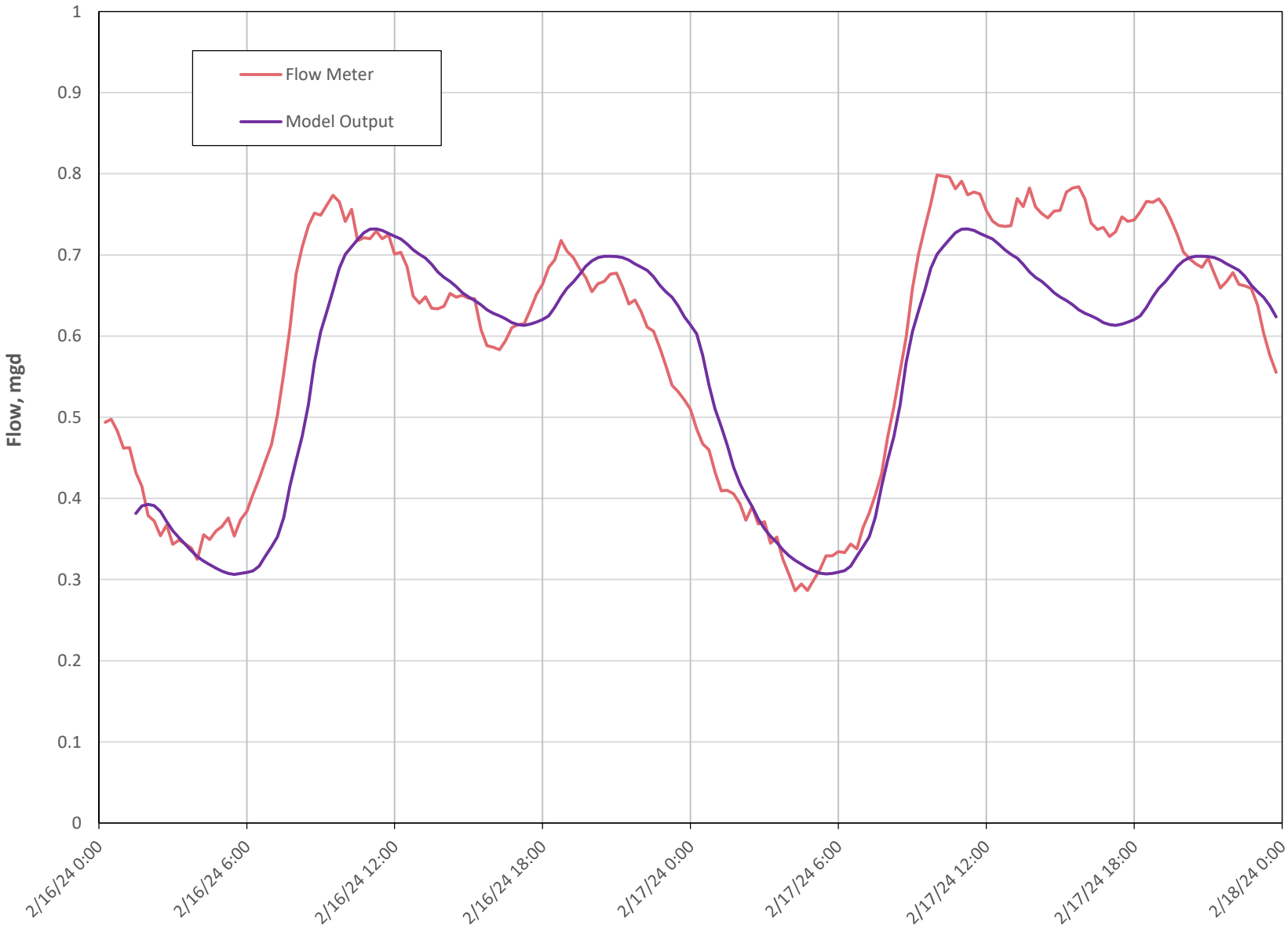


Figure 4-3. Site SM1A, Model vs Flow Meter, Wet Weather Conditions

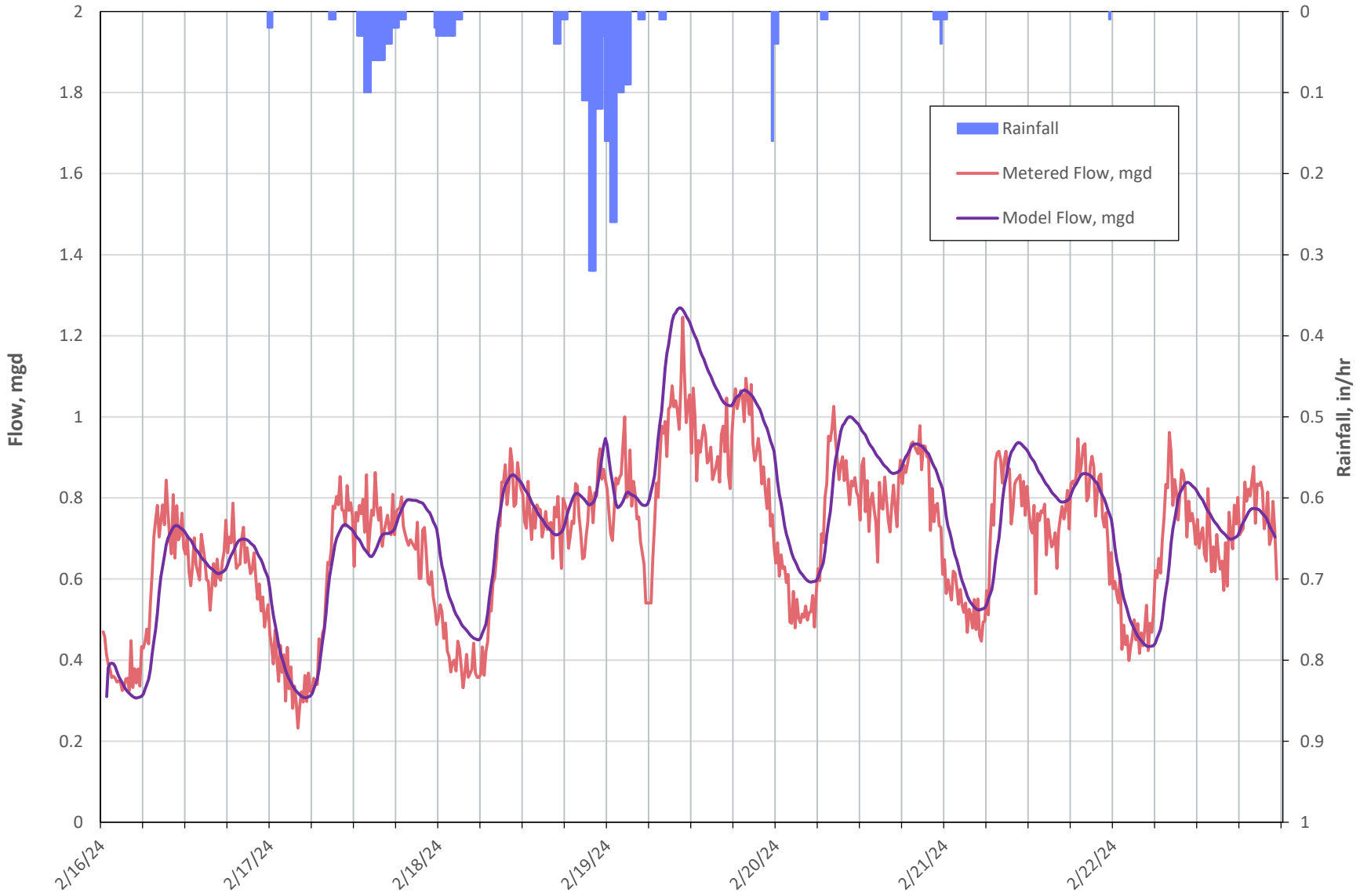
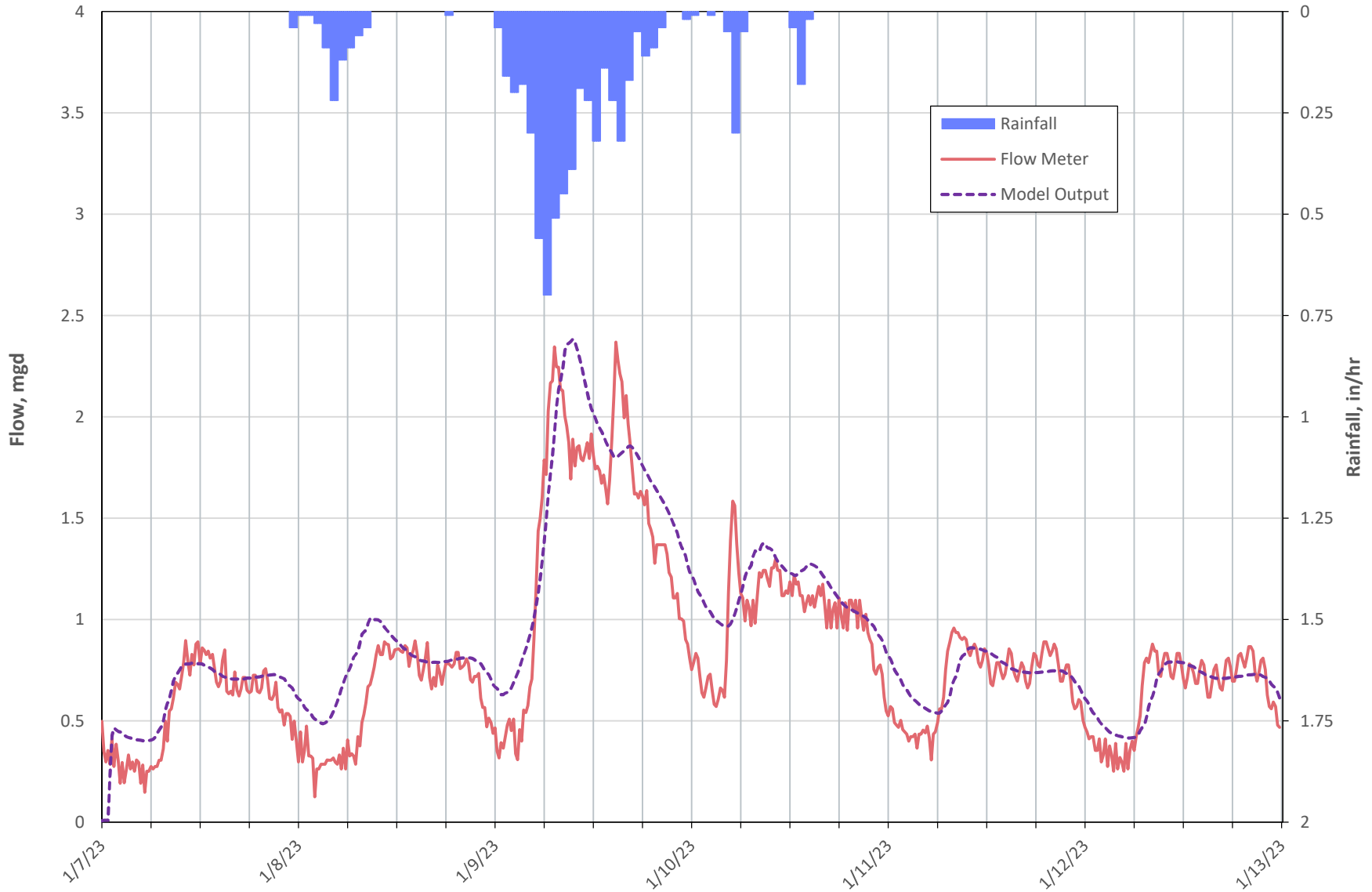


Figure 4-4. Tank Farm: Model vs Flow Meter, January 7–13, 2023



4.3 DESIGN STORM DEVELOPMENT

For modeling purposes, 10-year, 24-hour design storm flow conditions provide the basis for assessing collection system capacity deficiencies. The 10-year, 24-hour design storm pattern is based on a US Soil Conservation Service (SCS) Type I rainfall pattern, which is applicable to coastal and valley areas of central and southern California. The SCS Type I storm pattern is shown on Figure 4-5.

The NOAA estimates for the 10-year, 24-hour storm for the CIMIS rain gauge and the four other rain gauges referred to in Chapter 3 are as follows:

- CIMIS: 5.46 inches
- RG Northwest: 5.09 inches
- RG North: 4.89 inches
- RG East: 4.88 inches
- RG Southwest: 4.38 inches

In general, rainfall magnitude appears to decrease toward the west and south, such that the northeast portion of the City has the highest rainfall magnitudes, and the southwest portion of the City has the lowest. Given this spatial variation, using a value from near the downtown area appears to be appropriately conservative. Specifically, at the intersection of Highway 101 and Highway 1, the NOAA 10-year, 24-hour storm event magnitude is estimated to be 4.78 inches. Accordingly, this value is used in this analysis for the modeling of existing and future peak flow conditions.

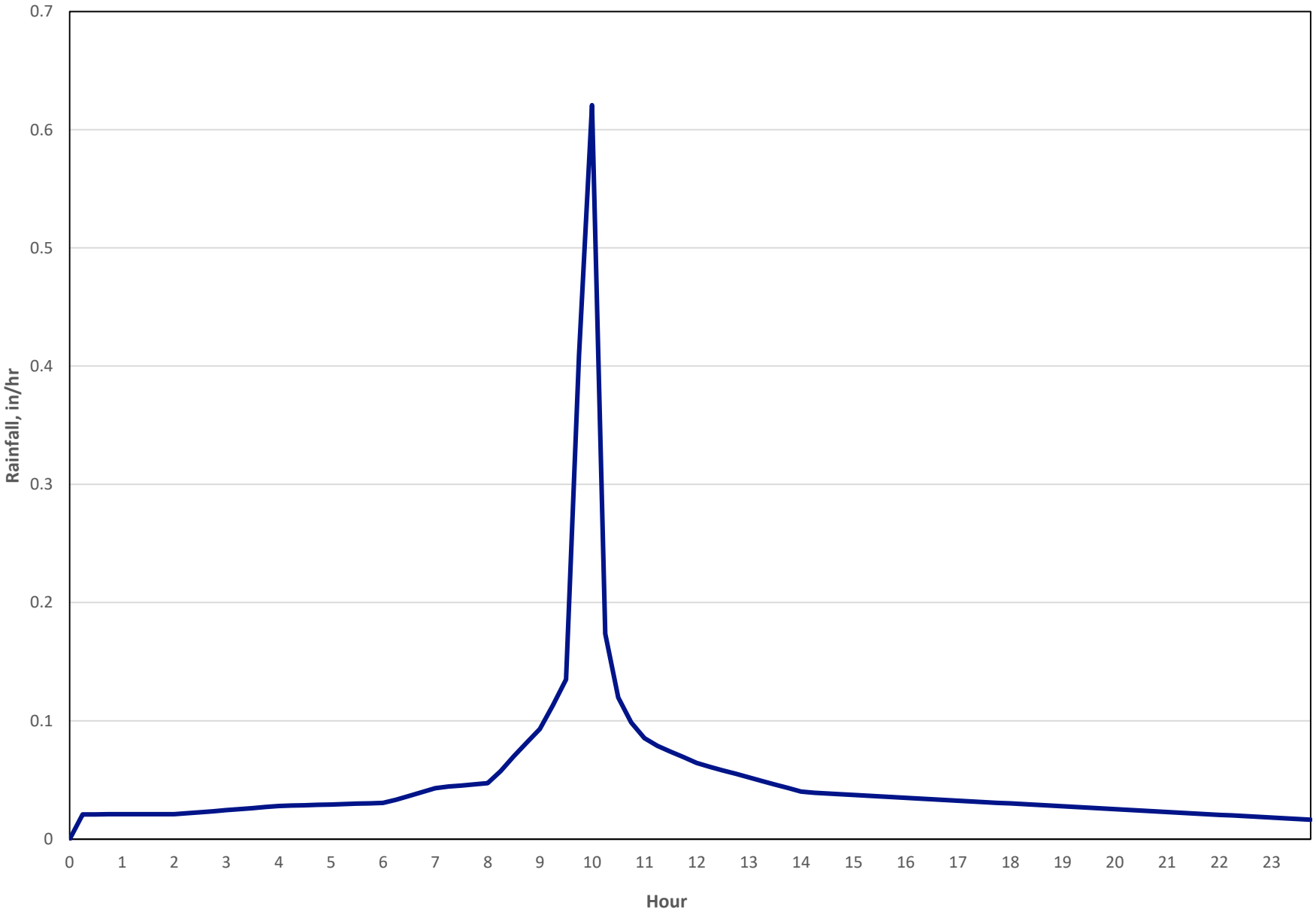
4.4 SYSTEM EVALUATION CRITERIA

The following set of system evaluation criteria is used in this analysis. These criteria are application at peak flow conditions:

1. Gravity mains:
    - Sanitary sewer overflow (SSO): Surcharging to within 1 foot of the ground surface
    - Excessive surcharging: Surcharging 1 to 4 feet from the ground surface
    - Moderate surcharging: Surcharging 4 to 8 feet from the ground surface
    - Minor surcharging: Surcharging more than 8 feet from the ground surface
    - d/D exceedance: No surcharging but the d/D criteria from the 2015 WCIRS is exceeded
2. Force mains:
    - Over capacity: Any force main flowing in excess of 8 fps
3. Pump stations:
    - Over capacity: Any pump station that exceeds its firm pumping capacity (same as the 2015 WCIRS)

DRAFT

Figure 4-5. 10-Year, 24-Hour Storm, SCS Type I Pattern



CHAPTER 5
Model Results and System Capacity Evaluation

The purpose of this chapter is to present the wastewater collection system modeling results for both existing and future flow (buildout) conditions, and to evaluate and revise (if appropriate) the City's existing Wastewater Flow Offset Program. The key sections of this chapter include:

- Previously Identified Deficiencies
- Modeled Existing Conditions Evaluation
- Modeled Buildout Conditions Evaluation
- Wastewater Flow Offset Program Evaluation

5.1 PREVIOUSLY IDENTIFIED DEFICIENCIES

A total of 14 gravity sewer improvement projects were identified in the 2015 WCSIRS. The projects all were modeled as being capacity deficient, and several of them also exhibited significant condition-related problems. The project locations are shown graphically on Figure 5-1 (equivalent to Figure 6-2 in the 2015 WCSIRS). The exceedances represent future flow conditions; however, the 2015 WCSIRS showed very little difference in the number of capacity exceedances (using the d/D criteria discussed in Chapter 4) between existing and future. Specifically, the 2015 WCSIRS model showed 245 gravity sewer capacity exceedances for existing conditions and 251 gravity sewer capacity exceedances for future conditions.

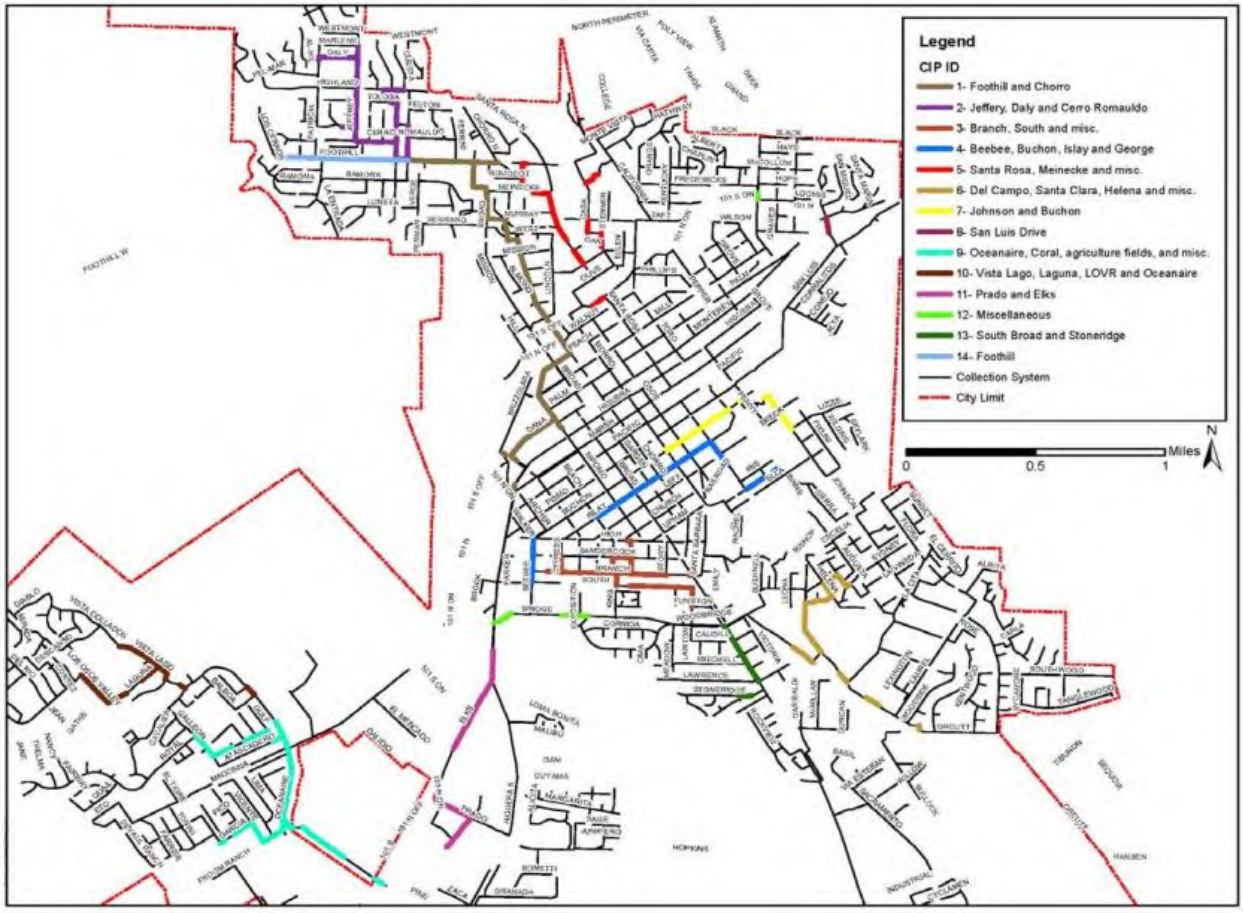


Figure 5-1. Gravity Sewer Capacity Exceedances, 2015 WCSIRS

The 2015 WCSIRS analysis indicated that only one lift station, Calle Joaquin LS, significantly exceeded its firm capacity rating for existing and future conditions and was scheduled to be upgraded accordingly. In addition, the 2015 WCSIRS stated that the Airport LS, Foothill LS, Margarita LS, and Silver City LS were scheduled to be replaced due to poor condition. Since 2015, the Margarita LS and Calle Joaquin LS have been upgraded, and the Buckley LS has been added to the system. Replacement of the Airport LS, Foothill LS, and Silver City LS has been postponed, pending a review of improvement alternatives.

5.2 MODELED EXISTING CONDITIONS EVALUATION

Model results for existing development conditions for both gravity sewers and lift stations are described in this section.

5.2.1 Gravity Sewer Results – Existing Conditions

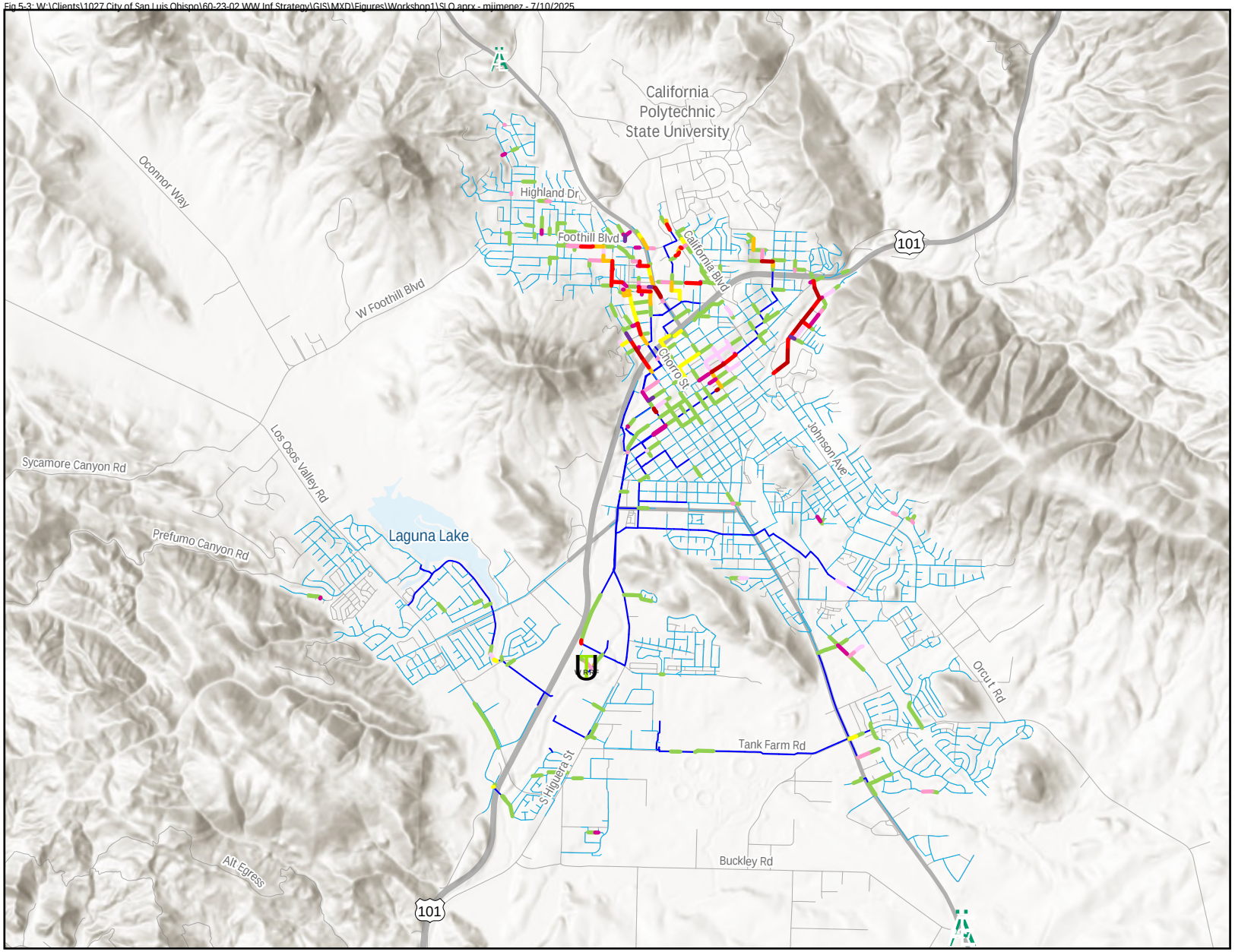
Modeled gravity sewer results for each gravity pipe segment under existing 10-year storm peak flow conditions are shown graphically on Figure 5-2. The various pipe segments are categorized as follows:

- C-0 – Capacity-driven SSO (freeboard <1 foot)
- C-1 – Capacity-driven excessive surcharging (freeboard<4 feet)
- C-2 – Capacity-driven moderate surcharging (freeboard>4 feet and <8 feet)
- C-3 – Capacity-driven minor surcharging (freeboard>8 feet)
- C-4 – No surcharging; d/D exceeds criteria used in the 2015 WCSIRS
- B-0 – Backwater-driven SSO (freeboard <1-foot)
- B-1 – Backwater-driven excessive surcharging (freeboard<4 feet)
- B-2 – Backwater-driven moderate surcharging (freeboard>4 feet and <8 feet)
- B-3 – Backwater-driven minor surcharging (freeboard>8 feet)

Backwater-driven surcharging refers to pipe segments that are below their full-pipe capacity under peak flow conditions but are nevertheless experiencing surcharging due to downstream capacity restrictions. This distinction is important because for a pipe that flows below its capacity under peak flow conditions but experiences surcharging, upsizing of that segment may not be justified. Backwater-driven surcharging can be addressed by increasing the capacity of downstream facilities or redirecting flow into other parts of the collection system.

DRAFT

Fig 5-3: W:\Clients\1027 City of San Luis Obispo\60-23-02 WW Inf Strategy\GIS\MXD\Figures\Workshop1\SLO aprx - mjimenez - 7/10/2025



Water Resource Recovery Facility

Gravity Sewers

- No Restriction, Diameter ≥12"
- No Restriction, Diameter <12"
- C-0 – Capacity-Driven SSO
- C-1 – Capacity-Driven Excessive Surcharging
- C-2 – Capacity-Driven Moderate Surcharging
- C-3 – Capacity-Driven Minor Surcharging
- C-4 – No Surcharging; d/D Criteria Exceeded
- B-0 – Backwater-Driven SSO
- B-1 – Backwater-Driven Excessive Surcharging
- B-2 – Backwater-Driven Moderate Surcharging
- B-3 – Backwater-Driven Minor Surcharging

Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo
Wastewater Collection System
Infrastructure Renewal Strategy

Gravity Sewer Results
Existing Conditions

Figure 5-2

The collection system model indicates the following gravity sewer restrictions for existing conditions:

1. Approximately 5,300 feet of 10-inch and 12-inch diameter pipe along Foothill Boulevard, Ramona Drive, Broad Street, Murray Drive, and Chorro Street.
2. Approximately 3,800 feet of 6-inch and 8-inch diameter pipe from Monterey Street to San Luis Drive.
3. Approximately 700 feet of 6-inch diameter sewer from Fredericks Street to Grand Avenue.
4. Approximately 1,300 feet of 6-inch and 8-inch diameter pipe along Broad Street from Mountain View Street to Peach Street.
5. Approximately 1,300 feet of 6-inch diameter pipe from a point between Murray and West Streets to Montalban Street.
6. Approximately 700 feet of 8-inch diameter sewer from California Boulevard to Casa Street.
7. Approximately 1,800 feet of 15-inch diameter sewer from Monterrey Street to Marsh Street.

In addition, the collection system model indicates the following restrictions associated with inverted siphons for existing conditions:

1. Approximately 140 feet of dual inverted siphon beneath San Luis Obispo Creek on Nipomo Street near Monterey Street.
2. Approximately 380 feet of dual inverted siphon beneath Brizzolara- Creek on Santa Rosa Street (Highway 1).
3. Approximately 80 feet of dual inverted siphon beneath Laguna Lake drainage channel near Oceanaire Drive. (This siphon is already scheduled for replacement.)
4. Approximately 110 feet of inverted siphon beneath San Luis Obispo Creek on Marsh Street.

Figure 5-3 shows flow depths and peak wet weather flows for existing conditions at the various 2023/2024 gravity sewer flow metering sites monitored during the 2023/2024 wet season, as described in Chapter 3. As indicated, flow metering sites A.1 and B.2 (both located on Ramona Drive) are modeled as flowing full, which is consistent with Item 1 in the above list of system restrictions.

5.2.2 Lift Station Results – Existing Conditions

Lift station pump capacity and force main results for modeled existing peak flow conditions are summarized in Table 5-1. The model indicates that the firm pumping capacity is exceeded at Airport LS, although the Silver City LS is very close to its firm capacity at peak flow conditions. Force main velocities are well below the 8 fps threshold for all lift stations.

DRAFT

Table 5-1. Modeled Lift Station and Force Main Results – Existing Peak Flow Conditions

Lift Station	Nominal Firm Capacity, mgd	Peak Flow, mgd [(a)]	Force Main Diameter, in	Force Main Peak Velocity, ft/s [(a)]
Airport	0.32	0.44	6	3.5
Buckley	1.06	0.044	6	0.3
Calle Joaquin	1.10	0.60	10	2.5
Foothill	0.43	0.083	4	1.5
Laguna	4.32	2.82	16	3.1
Margarita	0.58	0.24	6	1.9
Prefumo	0.050	0.025	4	0.4
Silver City	0.65	0.64	6	5.1
Tank Farm	4.68	2.52	14	3.7

(a) Capacity exceedances shown in yellow.

5.3 MODELED BUILDOUT CONDITIONS EVALUATION

Model results for buildout development conditions for both gravity sewers and lift stations are described in this section.

5.3.1 Gravity Sewer Results –Buildout Conditions

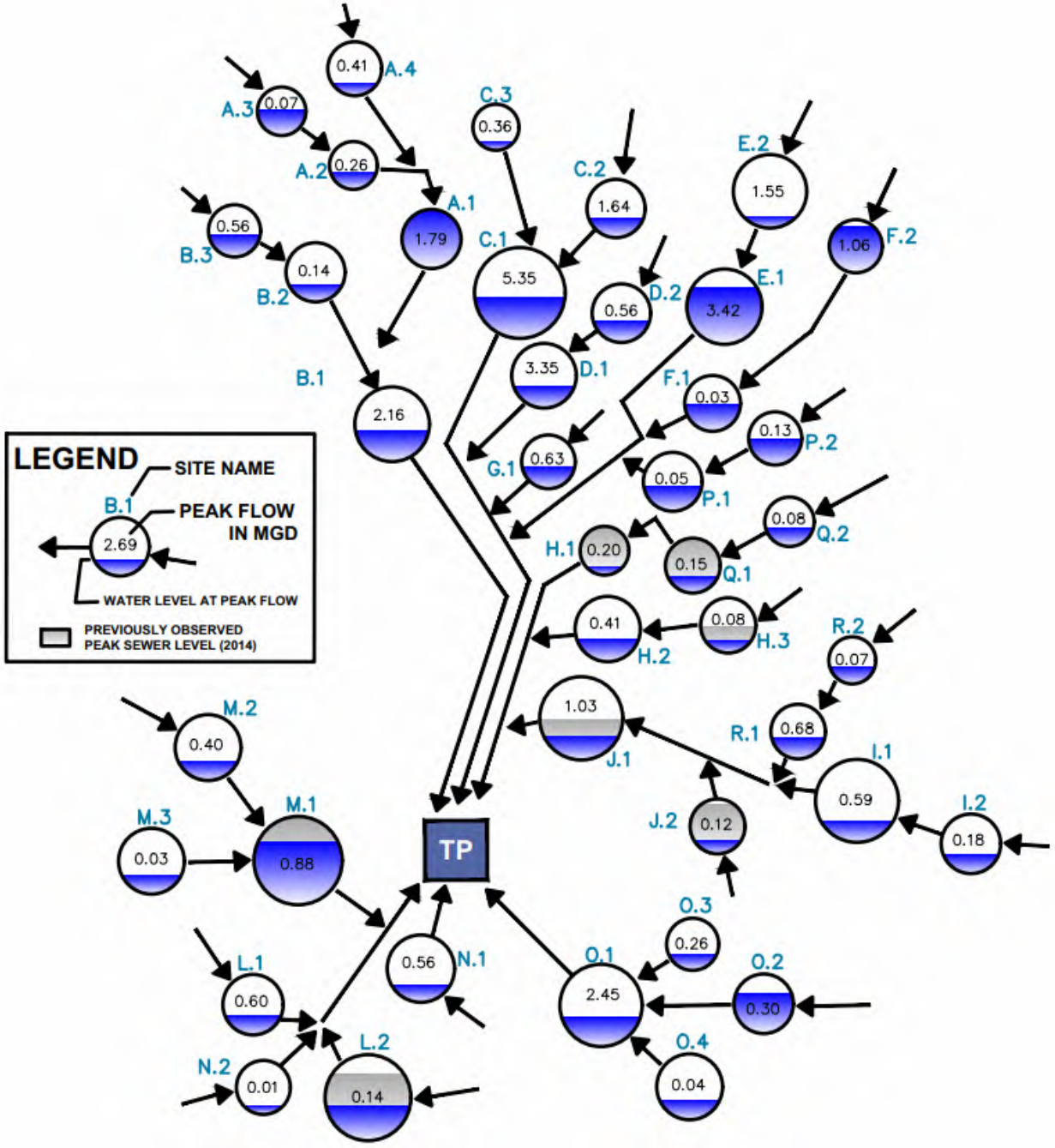
Modeled gravity sewer results for each gravity pipe segment under buildout 10-year storm peak flow conditions are shown graphically on Figure 5-4. While gravity sewer exceedances are marginally more severe than for existing conditions, no new system deficiencies have been identified under buildout flow conditions.

Figure 5-5 shows flow depths and peak wet weather flows for buildout conditions at the various 2023/2024 flow metering sites described in Chapter 3. These results are generally similar to but slightly more severe than those shown on Figure 5-3 below.

5.3.2 Lift Station Results –Buildout Conditions

Lift station pump capacity and force main results for modeled buildout peak flow conditions are summarized in Table 5-2. The model indicates that firm pumping capacity is exceeded at Airport LS, Calle Joaquin LS, and Silver City LS, although the exceedances at Calle Joaquin LS and Silver City LS are slight. Force main velocities are below the 8 fps threshold for all stations.

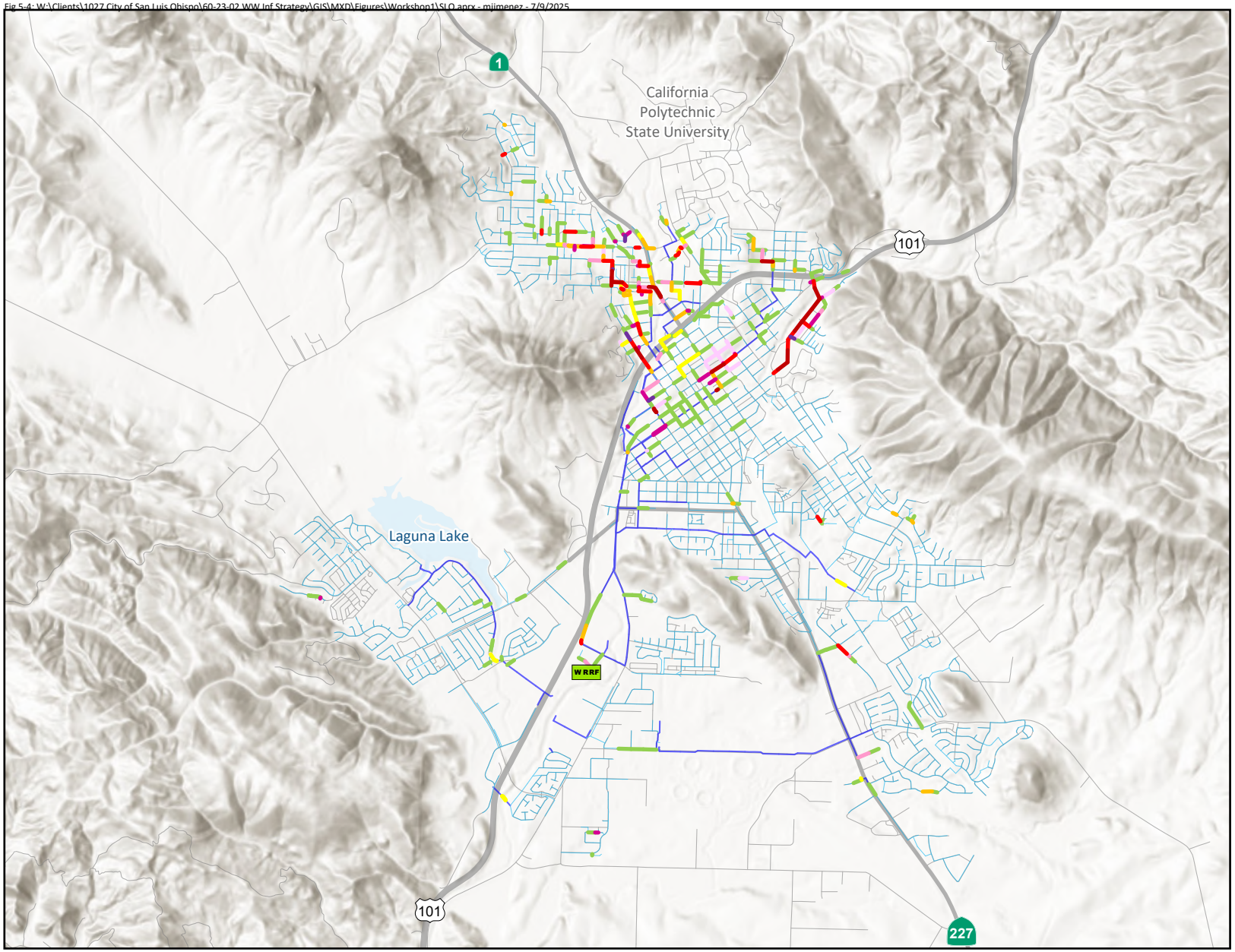
DRAFT



Source: City of San Luis Obispo

Figure 5-3. Flow Depths and Peak Wet Weather Flow, Modeled Buildout 10-Year Storm Conditions, Existing and Previous Flow Metering Sites

Fig 5-4: W:\Clients\1027 City of San Luis Obispo\60-23-02 WW Inf Strategy\GIS\MXD\Figures\Workshop1\SLO aprx - mjimenez - 7/9/2025



WRRF Water Resource Recovery Facility

Gravity Sewers

- No Restriction, Diameter ≥12"
- No Restriction, Diameter <12"
- C-0 – Capacity-Driven SSO
- C-1 – Capacity-Driven Excessive Surcharging
- C-2 – Capacity-Driven Moderate Surcharging
- C-3 – Capacity-Driven Minor Surcharging
- C-4 – No Surcharging; d/D Criteria Exceeded
- B-0 – Backwater-Driven SSO
- B-1 – Backwater-Driven Excessive Surcharging
- B-2 – Backwater-Driven Moderate Surcharging
- B-3 – Backwater-Driven Minor Surcharging

Prepared by:

WEST YOST

N

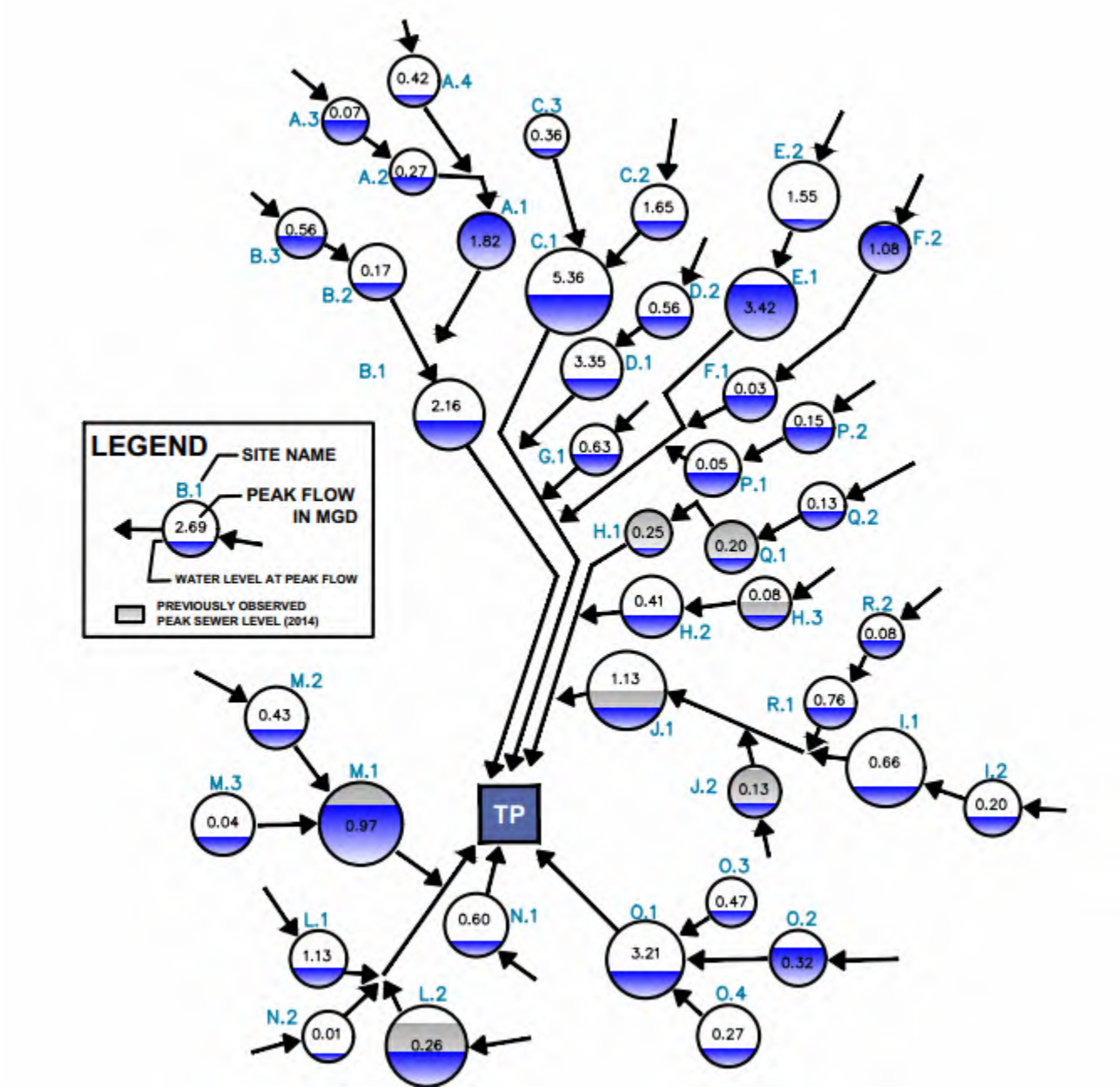
0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo
Wastewater Collection System
Infrastructure Renewal Strategy

Gravity Sewer Results
Buildout Conditions

Figure 5-4



Source: City of San Luis Obispo

Figure 5-5. Flow Depths and Peak Wet Weather Flow, Modeled Buildout 10-Year Storm Conditions, Buildout and Previous Flow Metering Sites

Table 5-2. Modeled Lift Station and Force Main Results –Buildout Peak Flow Conditions

Lift Station	Nominal Firm Capacity, mgd	Peak Flow, mgd [a]	Force Main Diameter, in	Force Main Peak Velocity, ft/s [a]
Airport	0.32	0.73	6	5.8
Buckley	1.06	0.44	6	3.4
Calle Joaquin	1.10	1.13	10	4.7
Foothill	0.43	0.086	4	1.5
Laguna [b]	4.32	3.69	16	4.1
Margarita	0.58	0.24	6	1.9
Prefumo	0.050	0.026	4	0.5
Silver City	0.65	0.68	6	5.4
Tank Farm	4.68	4.50	14	6.5

(a) Capacity exceedances shown in yellow.

5.4 WASTEWATER FLOW OFFSET PROGRAM EVALUATION

The following topics relevant to the City's Wastewater Flow Offset Program are addressed in this section:

- Program Background
- Program Effectiveness and Remaining Risks

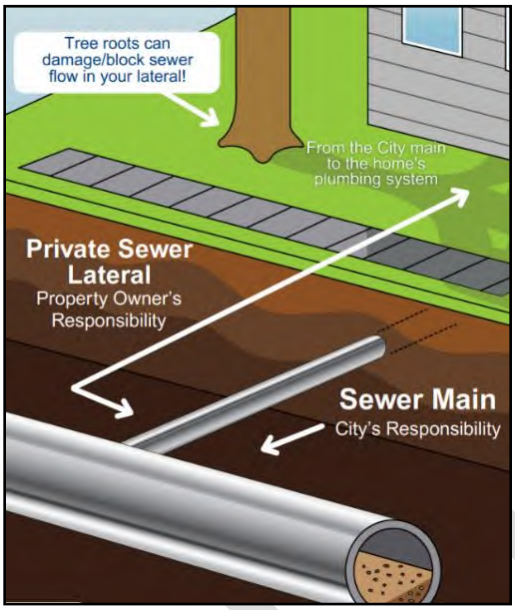
5.4.1 Program Background

Private sewer laterals are the sewer lines that connect from a residence or commercial structure up to and including the point of connection with the publicly owned sewer main, as shown on Figure 5-6. Pursuant to City Municipal Code Section 13.08.395, inspection and maintenance of private laterals are the responsibility of the property owner.

As of 2025, the City estimates that there are 13,421 private sewer laterals citywide, including 3,052 such laterals within the proposed updated (draft) capacity-constrained areas. Notably, this total is a significant reduction from the 7,000 private sewer laterals located in the capacity-constrained areas developed in 2015.

Significant I&I in the collection system can result in SSOs, which can have public and environmental health impacts. As discussed in Chapter 3, peak flows into the WRRF have exceeded 25 mgd during major storm events, whereas average dry weather flows are typically below 4 mgd. This excess wastewater flow increases the costs of pumping, treatment, and chemical usage at the WRRF, and it consumes capacity in the collection system, resulting in capital requirements to increase pipeline size and pump station capacity.

The primary goal of the Wastewater Flow Offset (Private Sewer Lateral) and Rebate Programs continues to be the reduction of I&I from private sewer laterals in an effort to reduce the potential for SSOs, while accommodating development and furthering the City's major goal of "Housing and Neighborhood Livability — Healthy, Safe, and Affordable."



Source: City of San Luis Obispo

Figure 5-6. Private Sewer Lateral Connection to City Sewer Main

In the fall of 2019, the City Council directed staff to initiate the current private sewer lateral offset program, which requires existing infrastructure in poor condition to be replaced to offset the impacts of new development in capacity-constrained areas. Replacement of this existing infrastructure reduces I&I impacts on the wastewater collection system, providing additional capacity for new development in these areas. The City adopted its Private Sewer Lateral Offset and Private Sewer Lateral Inspection Upon Sale requirements (September 3, 2019), and Private Sewer Lateral Rebate program (August 20, 2019), which are currently in place today.

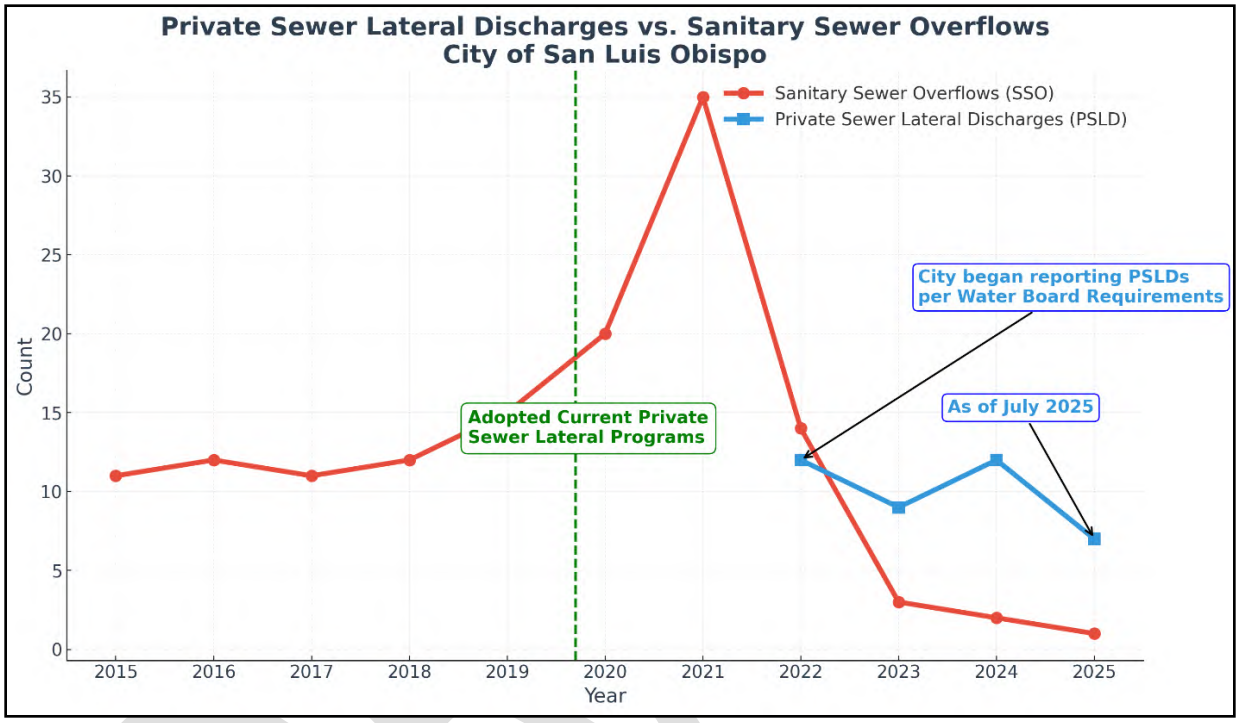
Private sewer lateral programs similar to the City's program are common in California communities. City staff have identified the following cities with similar programs: Santa Barbara (since 2006), Berkeley (since 2006), Richmond (since 2006), Piedmont City (since 2011), Stege Sanitation District (since 2011), Emeryville (since 2011), Oakland (Since 2012), Ventura (since 2012), Emeryville (since 2011), Alameda (since 2015), Albany (since (2015), Ojai Valey Sanitation District (since 2015), Santa Cruz (since 2018), Castro Valley Sanitation District (since 2019) Monterey (since 2019), and San Mateo (since 2020). Many cities in the Bay Area were either mandated by the U.S. Environmental Protection Agency or the Regional Water Quality Control Board to adopt such programs. Other programs were developed as part of negotiated settlement agreements with non-governmental organizations, such as San Francisco Baykeeper.

5.4.2 Program Effectiveness and Remaining Risks

SSOs from the City's public wastewater collection system have declined from a peak of 35 in 2021 to one in the first half of 2025. This reduction is attributable to:

1. A dynamic cleaning and repair program that utilizes artificial intelligence (e.g., Argon (formerly SCREAM) by Jacobs) to address the highest risks first,
2. Significant capital improvement projects, and
3. An extensive SmartCover™ monitoring system that alerts City staff to wastewater flow levels at key collection system locations.

Nevertheless, private sewer lateral discharges (PSLDs), or spills originating from private sewer laterals continue to be elevated (as shown by the blue line on Figure 5-7) due to aging systems that commonly undergo little to no preventative maintenance. (State requirements for tracking PSLDs began in 2022. Data for 2025 will be completed at year end.) Private sewer laterals in poor condition connect to the City sewer, such that stormwater infiltration from cracks in the lateral exacerbate problems in capacity-constrained areas of the collection system. The cumulative effect of such infiltration can result in downstream surcharging where sewer pipe capacity is exceeded, and flow starts backing up in the pipes and manholes.



Source: City of San Luis Obispo

Figure 5-7: Public (SSO) and Private (PSLD) Sewer Spill Trends

The Wastewater Flow Offset Program provides several important benefits. It reduces I&I by requiring the replacement of deteriorated private sewer laterals, which helps prevent SSOs and PSLDs, and improves overall system capacity. This proactive approach: 1) supports new or intensified development in capacity-constrained areas while minimizing the need for costly, large-scale public infrastructure projects; 2) demonstrates compliance with state and federal mandates; and 3) reduces the City's exposure to regulatory fines, litigation, and consent decrees. It also protects public and environmental health by minimizing sewer spills while distributing responsibility for infrastructure improvements between property owners and developers, and aligning San Luis Obispo with other California cities that have implemented similar programs.

CHAPTER 6
Capital Improvement Program Development

The purpose of this chapter is to present an updated CIP for the City to use as a basis for its collection system infrastructure improvement planning. The major topics addressed in this chapter include:

- Cost Estimating Assumptions
- Gravity Sewer Condition Assessment
- Capacity-Related Capital Improvements
- Proposed Capital Improvement Plan
- Capacity-Constrained Areas
- Conclusions and Recommendations

6.1 COST ESTIMATING ASSUMPTIONS

Cost estimates prepared for this report are developed in accordance with the guidelines of the Association for the Advancement of Cost Engineering (AACE) International for a Class 5 Estimate. AACE International defines a Class 5 Estimate in the following manner:

> Class 5 Estimate: This estimate is prepared based on limited information, where little more than proposed plant type, its location, and the capacity are known. Strategic planning purposes include, but are not limited to, market studies, assessment of viability, evaluation of alternate schemes, project screening, location and evaluation of resource needs and budgeting, and long-range capital planning. Examples of estimating methods used would include cost/capacity curves and factors, scale-up factors, and parametric and modeling techniques. The expected accuracy ranges for this class estimate are -20 to -50 percent on the low side and +30 to +100 percent on the high side.

Construction and capital cost estimates are presented in January 2025 dollars corresponding to an Engineering News Record Construction Cost Index (ENR CCI) of 13766 (20-city average). Construction costs were developed based on a combination of data supplied from manufacturers, bids on other wastewater facilities design projects built by other public agencies, construction costs previously estimated by West Yost, and standard cost estimating guides. Subsequent preliminary and detailed design efforts will serve to refine and confirm the estimates presented herein. For ongoing budgeting and planning, costs should be adjusted to account for inflation and other construction market conditions that may occur between now and the time a project is constructed.

The development of cost estimates presented in this chapter involves the following cost estimation methods and assumptions to obtain project base costs:

1. For open-cut gravity sewer construction projects, a unit cost of $35 per inch-diameter lineal-foot plus $15,000 per manhole is assumed. These costs are assumed to include excavation/backfill, sheeting and shoring, pipe construction, dewatering, lateral/sewer main connection, repaving, and mobilization/demobilization.
2. For pump station force main piping, an assumed unit cost of $25 per inch-diameter lineal-foot is used. These costs are assumed to include excavation/backfill, sheeting and shoring, pipe construction, dewatering, repaving, and mobilization/demobilization.

Per City staff, capital costs for the projects presented in this chapter are obtained by marking up the base costs using to the same mark-ups defined in the 2015 WCSIRS. These mark-ups equate to 58 percent of base construction costs, and are listed below:

- Construction Contingency: 25 percent
- Project Cost Allowances
  - Project Development: 15 percent
  - Project Construction Support: 10 percent

It is assumed that the recommended facilities will be developed in public rights-of-way or on public property; therefore, land acquisition costs have not been included. Construction cost estimates do not include costs for annual O&M nor any allowance for project financing costs.

6.2 GRAVITY SEWER CONDITION ASSESSMENT

An assessment of gravity sewer physical condition was performed for the City by Jacobs, utilizing a proprietary tool, Argon (formerly SCREAM), that utilized sewer closed-circuit television (CCTV) and system data. For each sewer segment, a score of 0 to 100 (where numbers increase with the severity of observed defects) was assigned based on such considerations as structural condition, maintenance concerns, sags, root intrusion, corrosion, and infiltration and inflow potential. Based on the results, an overall condition score of 0 to 5 was assigned, where the scoring reflects the following range of conditions:

- 0 – No observed defects
- 1 – Minimal defects
- 2 – Good condition
- 3 – Fair condition
- 4 – Poor condition
- 5 – Severely defective

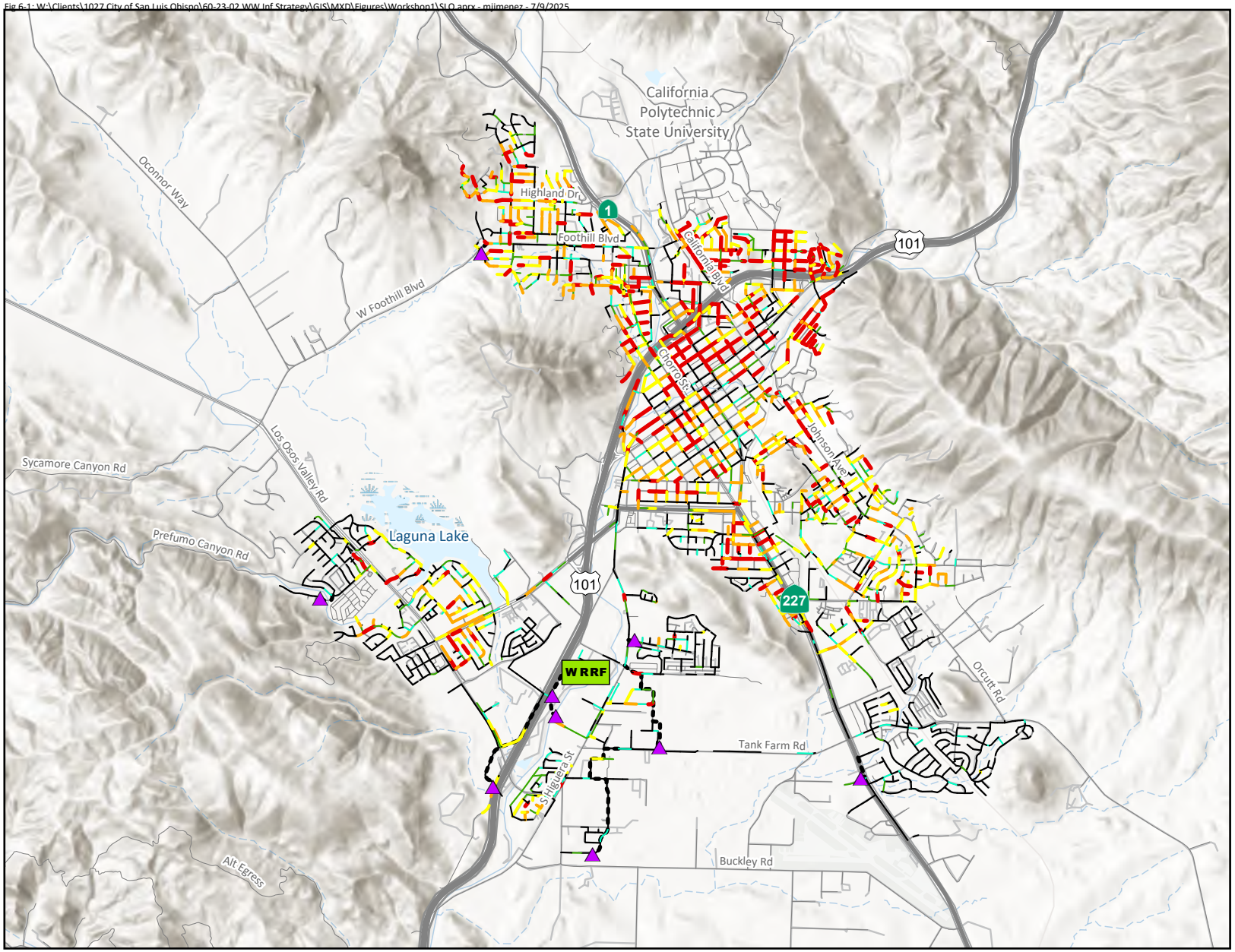
The spatial distribution of pipe defect scores is shown on Figure 6-1. A summary of overall pipe score results by pipe count and total length is presented in Table 6-1. The pipe segment count results are presented by pipe diameter in Table 6-2. The total pipe lengths by pipe diameter are shown in Table 6-3.

Table 6-1. Summary of Overall Pipe Score Results

Pipe Score	Description	Pipe Segment Count	Total Length, feet
5	Severe	339	81,881
4	Poor	320	80,266
3	Fair	369	87,231
2	Good	329	74,614
1	Minimal Defects	210	48,557
0	No Defects	1,366	282,852
<null>	Not Inspected [(a)]	327	not specified

(a) The following lines were not inspected: small diameter/CIPP pipes, force mains, and siphons. Additionally, pipes not assessed with Pipeline Assessment Certification Program ratings are excluded.

Fig 6-1: W:\Clients\1027 City of San Luis Obispo\60-23-02 WW Inf Strategy\GIS\MXD\Figures\Workshop1\SLO aprx - mjimenez - 7/9/2025



W RRF Water Resource Recovery Facility

Lift Station

Force Main

Pipe Defect Score

5: Severe Defects

4: Poor Condition

3: Fair Condition

2: Good Condition

1: Minimal Defects

0: No Defects

Prepared by:

WEST YOST

N

0 2,500 5,000

Feet

Prepared for:

City of San Luis Obispo

Wastewater Collection System

Infrastructure Renewal Strategy

Gravity Sewer Pipe Defect Scores

Figure 6-1

Table 6-2. Pipe Score Results by Pipe Diameter – Segment Counts

Pipe Diameter, in	Segment Count by Pipe Score						Total 4&5	Percent of Total (4&5)
	5	4	3	2	1	0		
6	289	245	246	180	85	327	**534**	81.0
8	38	50	75	85	80	783	**88**	13.4
10	5	9	21	38	20	119	**14**	2.1
12	3	7	14	6	9	36	**10**	1.5
15	2	4	6	4	4	35	**6**	0.9
18	1	2	4	9	4	35	**3**	0.5
21	0	1	0	0	2	6	**1**	0.2
24	1	2	1	3	6	18	**3**	0.5
27	0	0	0	2	0	0	**0**	0
30	0	0	0	0	0	0	**0**	0
36	0	0	0	1	0	0	**0**	0
48	0	0	1	1	0	0	**0**	0
Total	**339**	**320**	**368**	**329**	**210**	**1,359**	**659**	**100**

Table 6-3. Pipe Score Results by Pipe Diameter – Overall Length

Pipe Diameter, in	Overall Length (feet) by Pipe Score						Total 4&5	Percent of Total (4&5)
	5	4	3	2	1	0		
6	70,194	61,282	55,415	34,533	17,985	59,472	**131,476**	81.1
8	8,387	11,781	18,753	21,808	18,411	158,412	**20,168**	12.4
10	1,198	2,430	5,227	8,622	5,008	26,920	**3,628**	2.2
12	749	2,365	3,717	2,279	2,812	10,442	**3,114**	1.9
15	737	879	1,865	1,323	1,171	9,877	**1,616**	1.0
18	438	577	1,143	3,241	1,271	9,886	**1,015**	0.6
21	0	507	0	0	827	1,828	**507**	0.3
24	178	445	131	1,380	1,072	3,544	**623**	0.4
27	0	0	0	897	0	0	**0**	0
30	0	0	0	0	0	0	**0**	0
36	0	0	0	386	0	0	**0**	0
48	0	0	500	145	0	0	**0**	0
Total	**81,881**	**80,266**	**86,751**	**74,614**	**48,557**	**280,381**	**162,147**	**100**

DRAFT

Tables 6-2 and 6-3 also show the total pipe amounts (by segment count and overall length, respectively) that have a defect score of either 4 or 5. As indicated, approximately 94 percent of all such pipes are either 6-inch or 8-inch diameter. The scoring results indicate that 37 such pipe segments (approximately 10,500 feet) have diameters of 10 inches or greater, and only 13 such segments (approximately 3,800 feet) have diameters of 15 inches or greater.

The improvement projects identified in this report are based on capacity needs, rather than pipe condition. Measures to correct condition deficiencies may be a combination of maintenance activities and repairs performed by the City or by outside contractors. The specific types and extent of repair efforts will depend on defect location, pipe diameter, defect severity, applicability of various repair methods, and other factors.

6.3 CAPACITY-RELATED CAPITAL IMPROVEMENTS

Capital improvements identified in this chapter fall into the following categories:

- Gravity Sewer Capacity Improvements
- Gravity Sewer Inverted Siphon Improvements/Actions
- Lift Station Capacity Improvements
- Additional City-Identified Gravity Sewer Improvements
- WRRF Improvements

6.3.1 Gravity Sewer Capacity Improvements

The following gravity sewer improvements (G) have been identified to accommodate modeled existing and buildout peak flow conditions:

1. **Project G-1:** Foothill-to-Chorro sewer – Upsize to 15-inch diameter approximately 5,300 feet of 10-inch and 12-inch diameter pipe along Foothill Boulevard, Ramona Drive, Broad Street, Murray Drive, and Chorro Street. It should be noted that it may be more efficient to eliminate the parallel flow path that exists along Murray and Chorro Streets and replace it with a single line; however, this decision should be made at the predesign stage.
2. **Project G-2:** Monterey-to-San Luis sewer – Upsize to 10-inch diameter approximately 3,800 feet of 6-inch and 8-inch diameter pipe from Monterey Street to San Luis Drive.
3. **Project G-3:** McCollum-to-Grand sewer – Upsize to 8-inch diameter approximately 700 feet of 6-inch diameter sewer from Fredericks Street to Grand Avenue.
4. **Project G-4:** Mountain View-to-Peach sewer – Upsize to 10-inch diameter approximately 1,300 feet of 6-inch and 8-inch diameter pipe along Broad Street from Mountain View Street to Peach Street.
5. **Project G-5:** West-to-Lincoln sewer – Upsize to 10-inch diameter approximately 1,300 feet of 6-inch diameter pipe from a point between Murray and West Streets to Montalban Street.
6. **Project G-6:** California-to-Casa sewer – Upsize to 10-inch diameter approximately 700 feet of 8-inch diameter sewer from California Boulevard to Casa Street.
7. **Project G-7:** Monterey-to-Marsh sewer – Upsize to 21-inch diameter approximately 1,800 feet of 15-inch diameter sewer from Monterrey Street to Marsh Street.

6.3.2 Inverted Siphon Improvements/Actions

The following gravity sewer inverted siphon (S) capacity improvements/actions have been identified:

1. **Project S-1:** Nipomo Street siphon – Monitor water surface elevations upstream of the dual inverted siphon beneath San Luis Obispo Creek.
2. **Project S-2**: Santa Rosa Street siphon – Monitor water surface elevations upstream of the dual inverted siphon beneath Brizzolara Creek.
3. **Project S-3:** Marsh Street siphon – Monitor water surface elevations upstream of the dual inverted siphon beneath San Luis Obispo Creek.
4. **Project S-4:** Oceanaire Drive siphon – Replace approximately 110 feet of inverted siphon beneath Laguna Lake drainage channel (currently scheduled improvement).

6.3.3 Lift Station Capacity Improvements

The following lift station (L) capacity upsizing requirements have been identified to accommodate modeled existing and/or buildout conditions:

1. **Project L-1:** Airport LS – Upsize firm capacity from the current 225 gpm (0.32 mgd) to 310 gpm (0.44 mgd) for existing conditions and 510 gpm (0.73 mgd) for buildout conditions.
2. **Project L-2:** Calle Joaquin LS – Modeled flow conditions indicate a slight exceedance of firm pumping capacity at buildout. Monitor lift station operations over time to determine if peak flows approach or surpass firm pumping capacity
3. **Project L-3:** Silver City LS – Modeled flow conditions indicate a slight exceedance of firm pumping capacity at buildout. Monitor lift station operations over time to determine if peak flows approach or surpass firm pumping capacity.

There are no identified force main improvements for any of the lift station facilities.

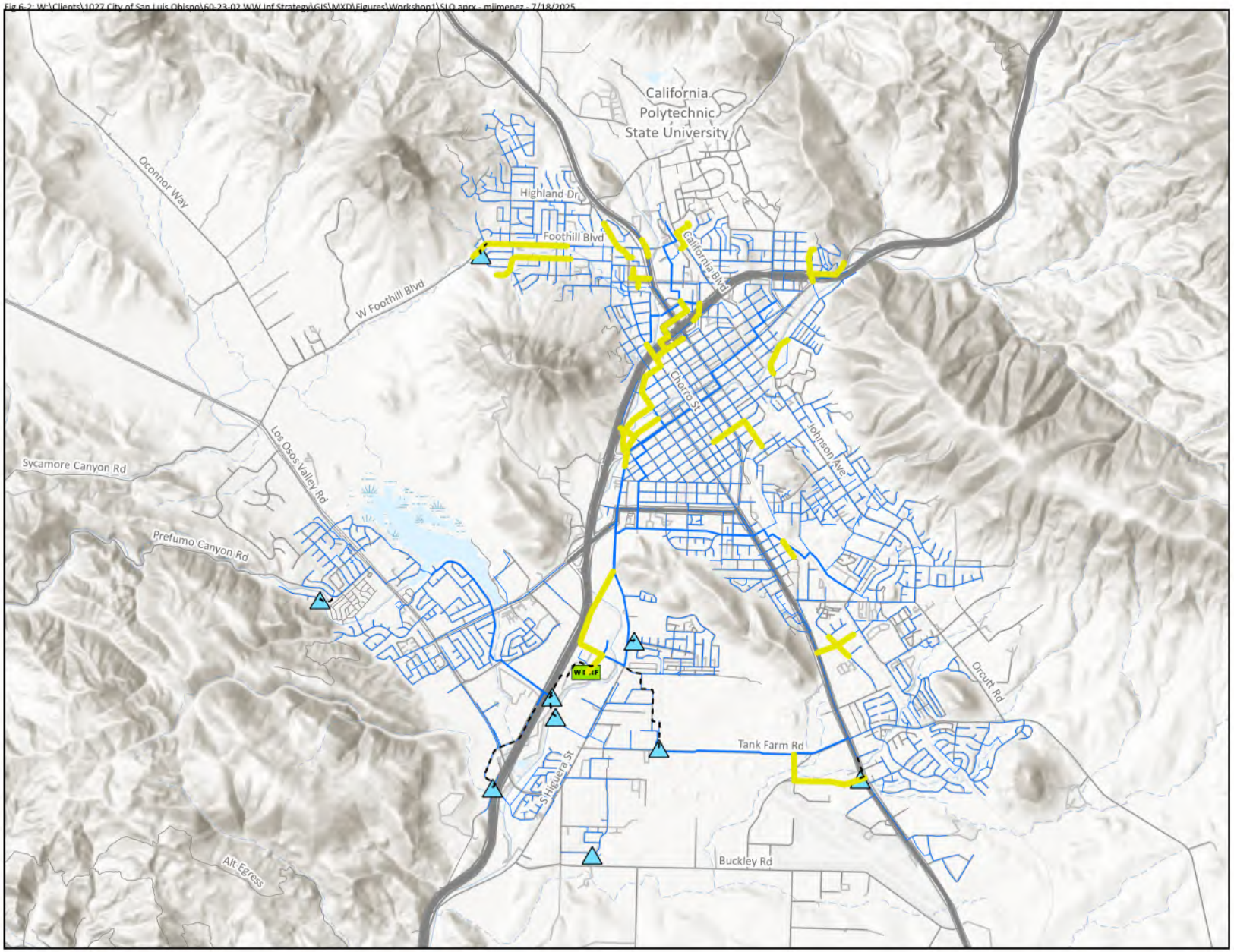
6.3.4 Additional City-Identified Gravity Sewer Improvements

The City has identified a series of gravity sewer improvements that are needed to address collection system maintenance and reliability concerns. The improvements are shown on Figure 6-2. The exact quantities and costs associated with these improvements are not addressed in this report.

6.3.5 WRRF Improvements

Major improvements at the WRRF are under construction and nearly complete as of 2025. WRRF improvements of note include upgrades both to treatment processes and to wastewater storage facilities. Plans exist to double influent storage (equalized storm flow) capacity, which will allow the WRRF to accommodate peak flows resulting from RDII during wet weather events while reducing the impacts of those flows on the downstream treatment processes. In parallel, continued RDII reduction measures in the collection system will help preserve capacity at the WRRF for sanitary flows. The costs associated with the WRRF improvements are not addressed in this report.

DRAFT



Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo

Wastewater Collection System

Infrastructure Renewal Strategy

City-Identified Gravity Sewer Improvements

Figure 6-2

6.4 PROPOSED CAPITAL IMPROVEMENT PLAN

The above listed gravity sewer capacity, siphon, and lift station capacity projects are summarized in Table 6-4 and shown schematically on Figure 6-3. For each project, Table 6-4 describes the existing facilities, proposed improvements, time frame for improvements, estimated capital costs, and any associated action items. Monitoring recommendations are included to track system performance and confirm or refine the severity of the predicted capacity restrictions, as appropriate. The aforementioned City-identified gravity sewer and WRRF improvements are not included on Figure 6-3 or Table 6-4.

6.5 CAPACITY-CONSTRAINED AREAS

Based on the analyses presented in the 2015 WCSIRS, three capacity-constrained areas were identified. These areas represent the tributary areas upstream of previously identified significant gravity sewer capacity constraints. The areas in question are shown in green on Figure 6-4 and are described as follows:

- Northwest (Foothill) area: Areas of the City bounded by Highway 101, Highway 1, and the City limits (including flow metering basins A and B from the 2015 WCSIRS).
- Central (Downtown) area: Areas of the City east of Highway 101 roughly between Marsh and South Streets (including all or part of flow metering basins H, J, P, Q and R from the 2015 WCSIRS).
- Southwest (Laguna) area: Areas of the City west of Highway 101 and south of Laguna Lake (including flow metering basin M and a portion of basin L from the 2015 WCSIRS).

The areas in question became the focus of the City's service lateral offset program, in which the City sought to reduce infiltration and inflow by replacing private service laterals. In addition, the Southwest area saw a major trunk sewer replacement in which a deteriorating trunk sewer running under a farm field was replaced when the area in question (now San Luis Ranch) was developed.

Based on the most recent wet weather flow metering data and current collection system modeling, both the Southwest area and the Central area are no longer considered to be capacity-constrained, while one new area has been identified. Accordingly, Figure 6-5 shows the following three groups:

- Red: Current areas that were previously identified (equivalent to the Northwest area described above)
- Green: Newly identified capacity-constrained areas
- Blue: Previous areas no longer considered to be capacity-constrained

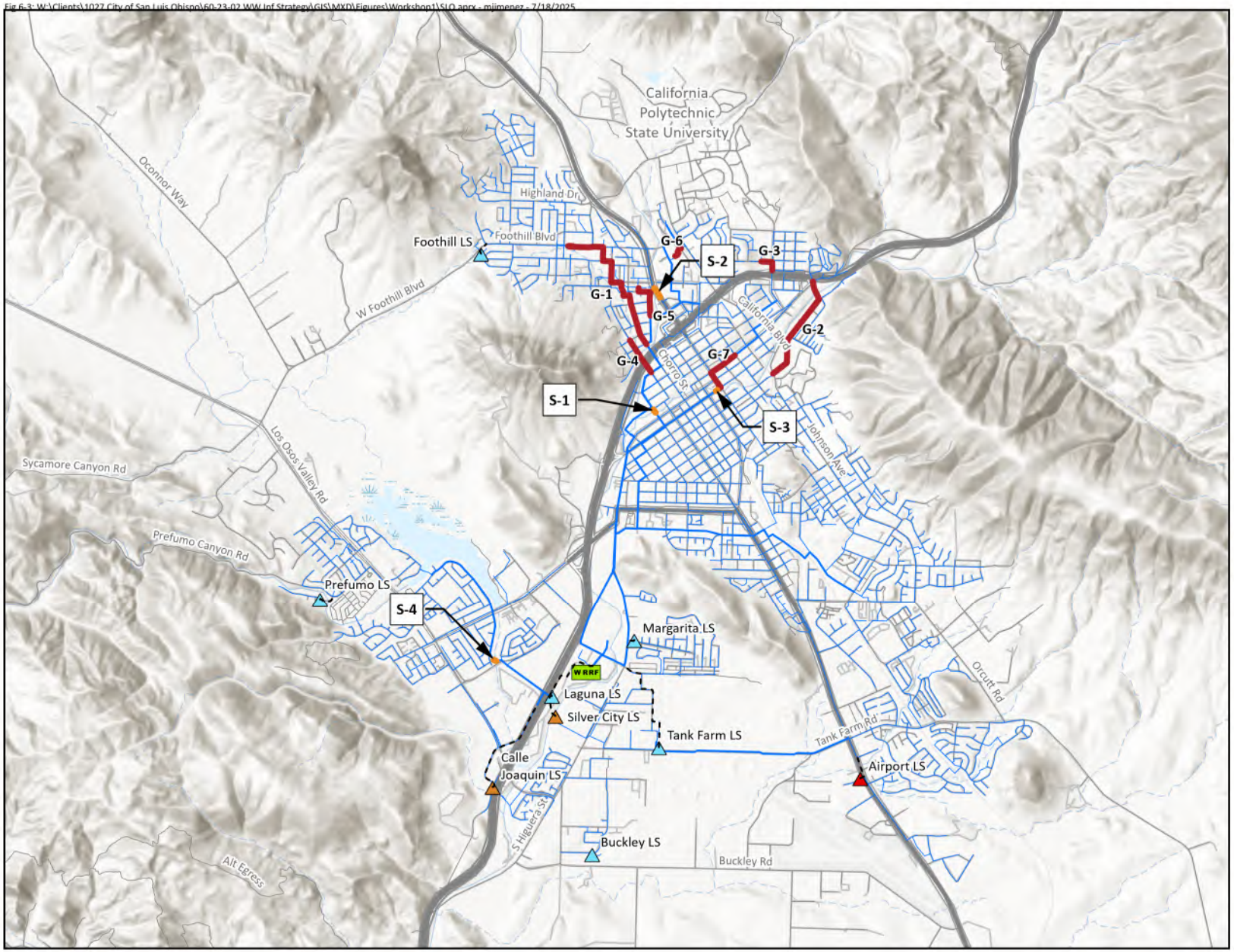
The red area corresponds to the tributary area for gravity sewer capacity improvement project G-1 listed above. The green areas correspond to the tributary areas for gravity sewer capacity improvement projects G-2 through G-7 listed above.

The average age of the City-owned sewers in the red area is 62 years, while the average age of the City-owned sewers in the green areas is 66 years. Many of the service laterals that discharge into these lines are of similar ages. Sewer pipes and service laterals of more advanced age are likely to deteriorate at a faster rate than will happen in newer areas. Accordingly, in the ten years since to 2015 WCSIRS was published, some deterioration of sewer pipes and service laterals has undoubtedly occurred.

DRAFT

Table 6-4. Proposed Collection System Improvements

Project ID	Project Name	Existing Facilities	Proposed Improvements	Time Frame	Estimated Capital Cost, $M	Action Item
G-1	Foothill-to-Chorro sewer	~5,300 lineal-feet of 10-inch and 12-inch diameter pipe along Foothill Boulevard, Ramona Drive, Broad Street, Murray Drive, and Chorro Street	Upsize to 15-inch diameter	2030	$4.83M	Proceed with predesign of improvements; may be performed in phases
G-2	Monterey-to-San Luis sewer	~3,800 feet of 6-inch and 8-inch diameter pipe from Monterey Street to San Luis Drive	Upsize to 10-inch diameter	TBD	$2.39M	Perform flow or flow depth monitoring to confirm severity of restriction
G-3	McCollum-to-Grand sewer	~700 feet of 6-inch diameter sewer from Fredericks Street to Grand Avenue	Upsize to 8-inch diameter	TBD	$0.41M	Perform flow or flow depth monitoring to confirm severity of restriction
G-4	Mountain View-to-Peach sewer	~1,300 feet of 6-inch and 8-inch diameter pipe along Broad Street from Mountain View Street to Peach Street.	Upsize to 10-inch diameter	TBD	$0.87M	Perform flow or flow depth monitoring to confirm severity of restriction
G-5	West-to-Lincoln sewer	~1,300 feet of 6-inch diameter pipe from a point between Murray and West Streets to Montalban Street	Upsize to 10-inch diameter	TBD	$0.92M	Perform flow or flow depth monitoring to confirm severity of restriction
G-6	California-to-Casa sewer	~700 feet of 8-inch diameter sewer from California Boulevard to Casa Street	Upsize to 10-inch diameter	TBD	$2.74M	Perform flow or flow depth monitoring to confirm severity of restriction
G-7	Monterey-to-Marsh sewer	~1,800 feet of 15-inch diameter sewer from Monterrey Street to Marsh Street	Upsize to 21-inch diameter	TBD	$2.16M	Perform flow or flow depth monitoring to confirm severity of restriction
S-1	Nipomo Street siphon	~140 lineal feet of inverted siphon beneath San Luis Obispo Creek	TBD	TBD	TBD	Confirm siphon configuration; monitor flow depths imediately upstream of siphon
S-2	Santa Rosa Street siphon	~380 lineal feet of inverted siphon beneath Brizzolara Creek	TBD	TBD	TBD	Confirm siphon configuration; monitor flow depths imediately upstream of siphon
S-3	Marsh Street siphon	~80 lineal feet of inverted siphon beneath San Luis Obispo Creek	TBD	TBD	TBD	Confirm siphon configuration; monitor flow depths imediately upstream of siphon
S-4	Oceanaire Drive siphon	~110 lineal feet of inverted siphon beneath Laguna Lake drainage channel	Replace existing dual siphon	2030	TBD	Currently scheduled improvement, per City staff
L-1	Airport LS	Existing firm capacity of 225 gpm	Upsize to 310 gpm for existing conditions and 510 gpm for buildout conditions	TBD	TBD	Monitor flows and/or pump operations to confirm severity of restriction
L-2	Calle Joaquin LS	Existing firm capacity of 500 gpm	TBD	TBD	TBD	Monitor flows and/or pump operations to confirm timeframe for capacity restrictions
L-3	Silver City LS	Existing firm capacity of 450 gpm	TBD	TBD	TBD	Monitor flows and/or pump operations to confirm timeframe for capacity restrictions



Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

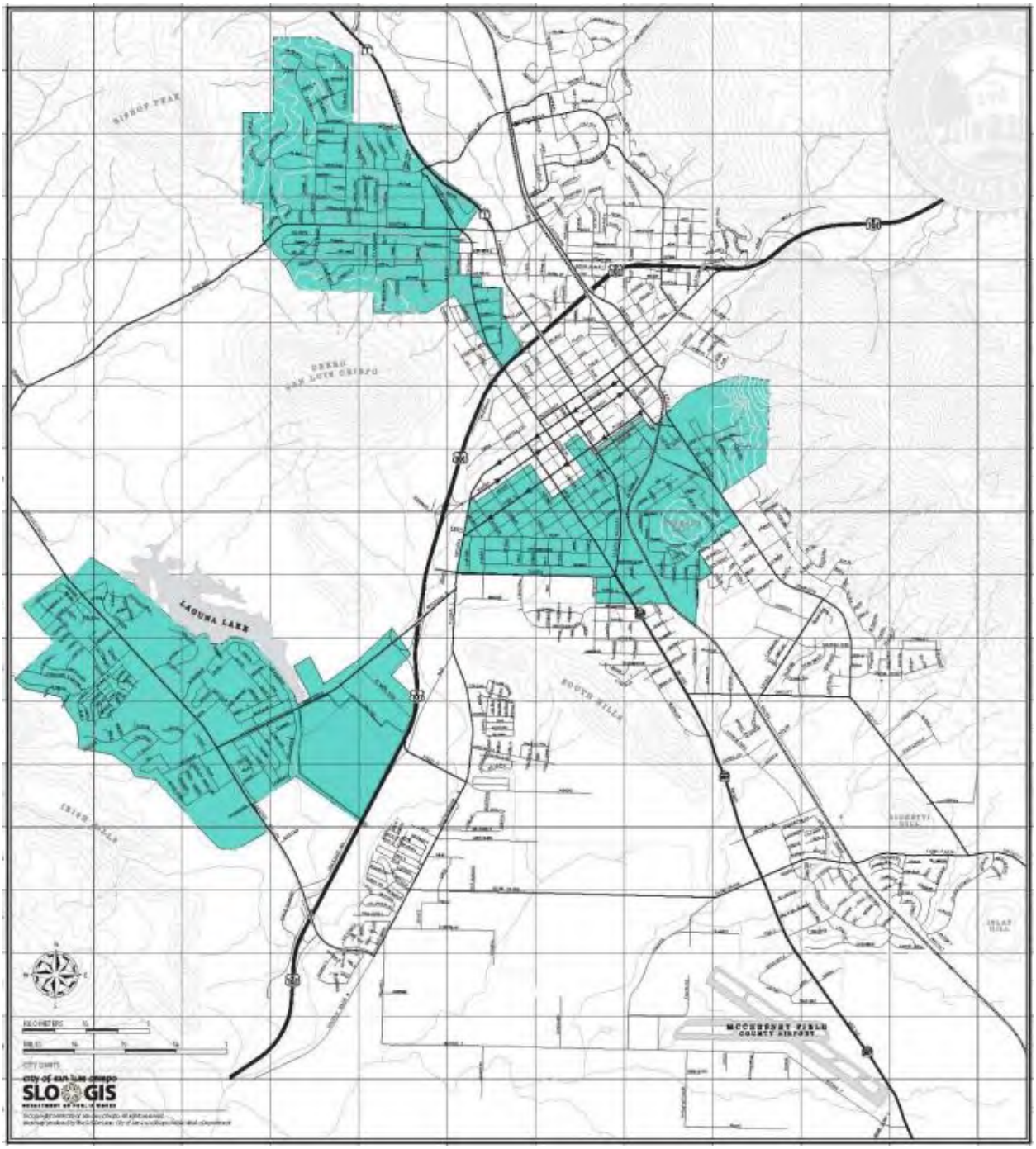
Prepared for:

City of San Luis Obispo

Wastewater Collection System Infrastructure Renewal Strategy

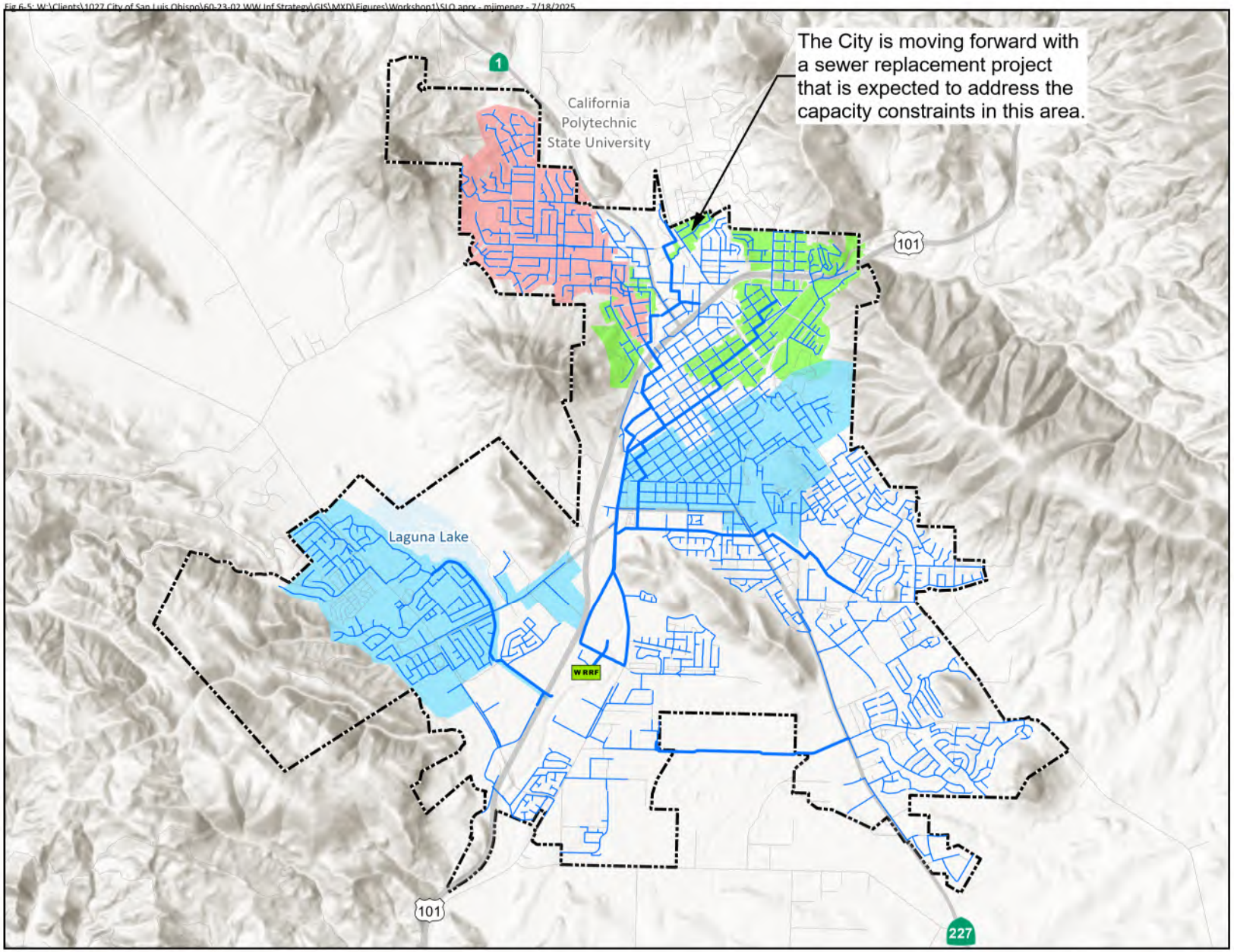
Proposed Collection System Improvements

Figure 6-3



Source: 2015 WCSIRS

Figure 6-4. Previously Identified Capacity-Constrained Areas



Water Resource Recovery Facility
City Limit
Gravity Main <12" Diameter
Gravity Main ≥12" Diameter

Capacity-Constrained Areas

Newly Identified Areas
Current Areas Previously Identified
Previous Areas No Longer Capacity-Constrained

Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo
Wastewater Collection System
Infrastructure Renewal Strategy

Updated Capacity-Constrained Areas Map

Figure 6-5

Additionally, since 2015, the City has worked to improve the collection system by addressing capacity issues identified in the prior WCSIRS and performing rehabilitation projects. The City continues to plan sewer improvement projects aimed at reducing I&I flows. Much of the work that has been accomplished is located within the previously identified capacity-constrained areas. The implementation of such improvements is a key factor in why two of these areas are no longer considered to be capacity-constrained.

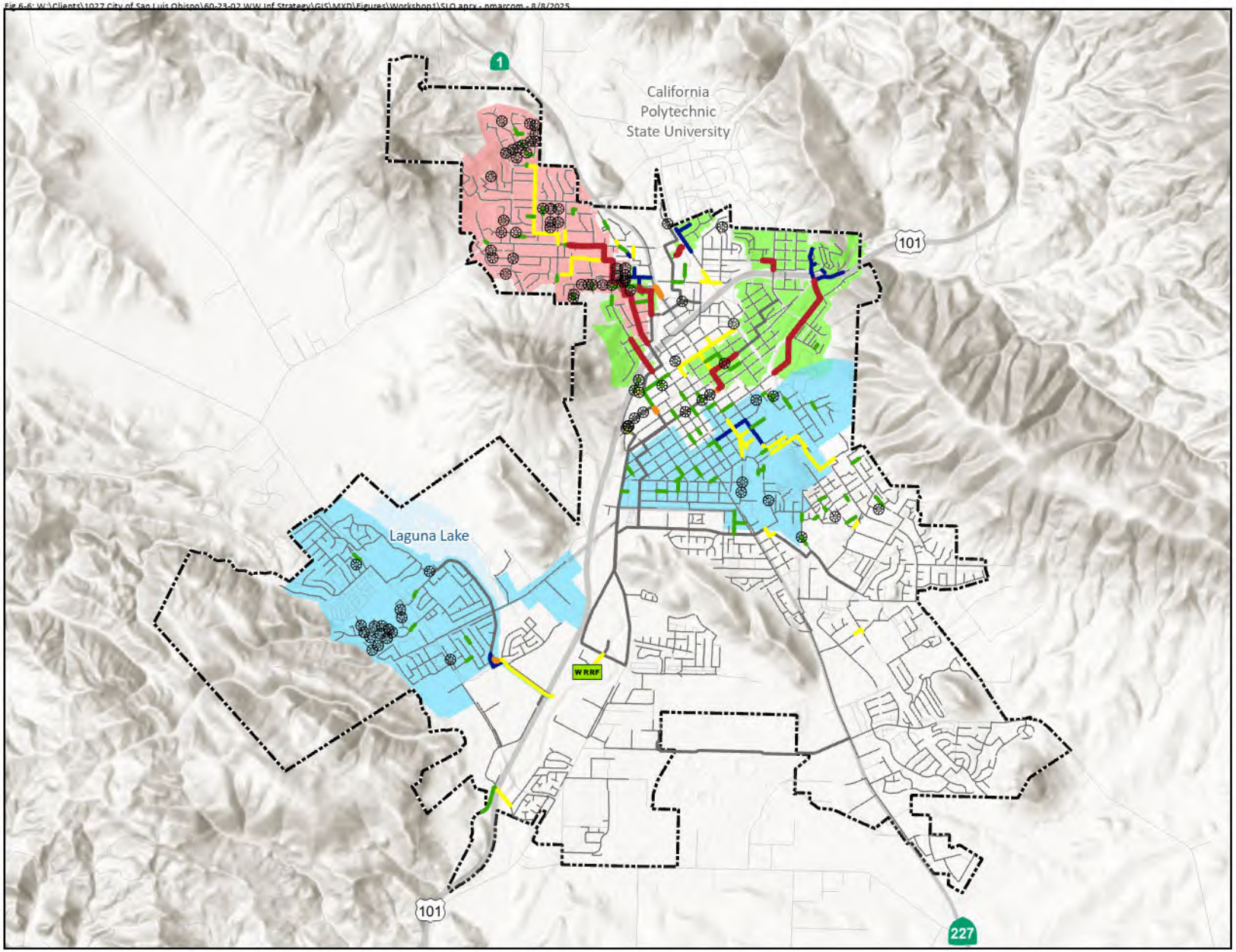
The projects identified in this report, along with the City's planned projects, provide a road map for further reducing I&I flows. The projects that the City has already accomplished and is planning to implement are displayed on Figure 6-6, along with the capacity improvement projects identified above.

6.6 CONCLUSIONS AND RECOMMENDATIONS

Major conclusions and recommendations from this chapter include:

1. Capital costs developed in this chapter are considered Class 5 estimates, per AACE International.
2. The identified CIP projects are not intended to address physical pipe condition deficiencies, some of which will be addressed through maintenance activities and in-house repairs, with specific action to be determined based on location, pipe diameter, defect severity, repair method, and other factors.
3. Identified capital improvements are categorized as follows:
   - Gravity sewer improvements to address existing and buildout capacity deficiencies
   - Gravity sewer inverted siphon improvements/actions
   - Lift station capacity improvements
4. Major improvements at the WRRF are under construction and nearly complete as of 2025. The costs of such improvements are not addressed in this report.
5. City-identified gravity sewer improvements to address collection system maintenance and reliability concerns are shown on Figure 6-2, but the exact quantities and costs associated with these improvements are not addressed in this report.
6. Proposed CIP improvements are summarized in Table 6-4 and shown schematically on Figure 6-2. Monitoring recommendations are included to track system performance and confirm or refine the severity of the predicted capacity restrictions, as appropriate.
7. Estimated capital costs are provided for standard gravity sewer improvements and force mains. No costs estimates are included for inverted siphons or lift station capacity improvements, owing to uncertainties about the nature of and/or need for such improvements.
8. Two of the three areas previously identified as capacity-constrained areas are no longer identified as capacity-constrained. Newly identified areas are located in older parts of the system, where ongoing system deterioration is likely a factor.

DRAFT



Water Resource Recovery Facility
Gravity Main <12" Diameter
Gravity Main ≥12" Diameter

System Repairs 2015 - Present

Staff-Performed Manhole Repair
Staff-Performed Gravity Main Repairs
Capital Improvement Project Repairs
Future Capital Improvement Project Repairs

Proposed IRS Improvements

Inverted Siphon Improvements
Gravity Main Improvements

Capacity-Constrained Areas

Newly Identified Areas
Current Areas Previously Identified
Previous Areas No Longer Capacity-Constrained

City Limit

Notes:
1. Future Capital Improvement Project Repairs represent projects scheduled to start within the next 2 fiscal years, as supplied by City of San Luis Obispo.

Prepared by:
WEST YOST

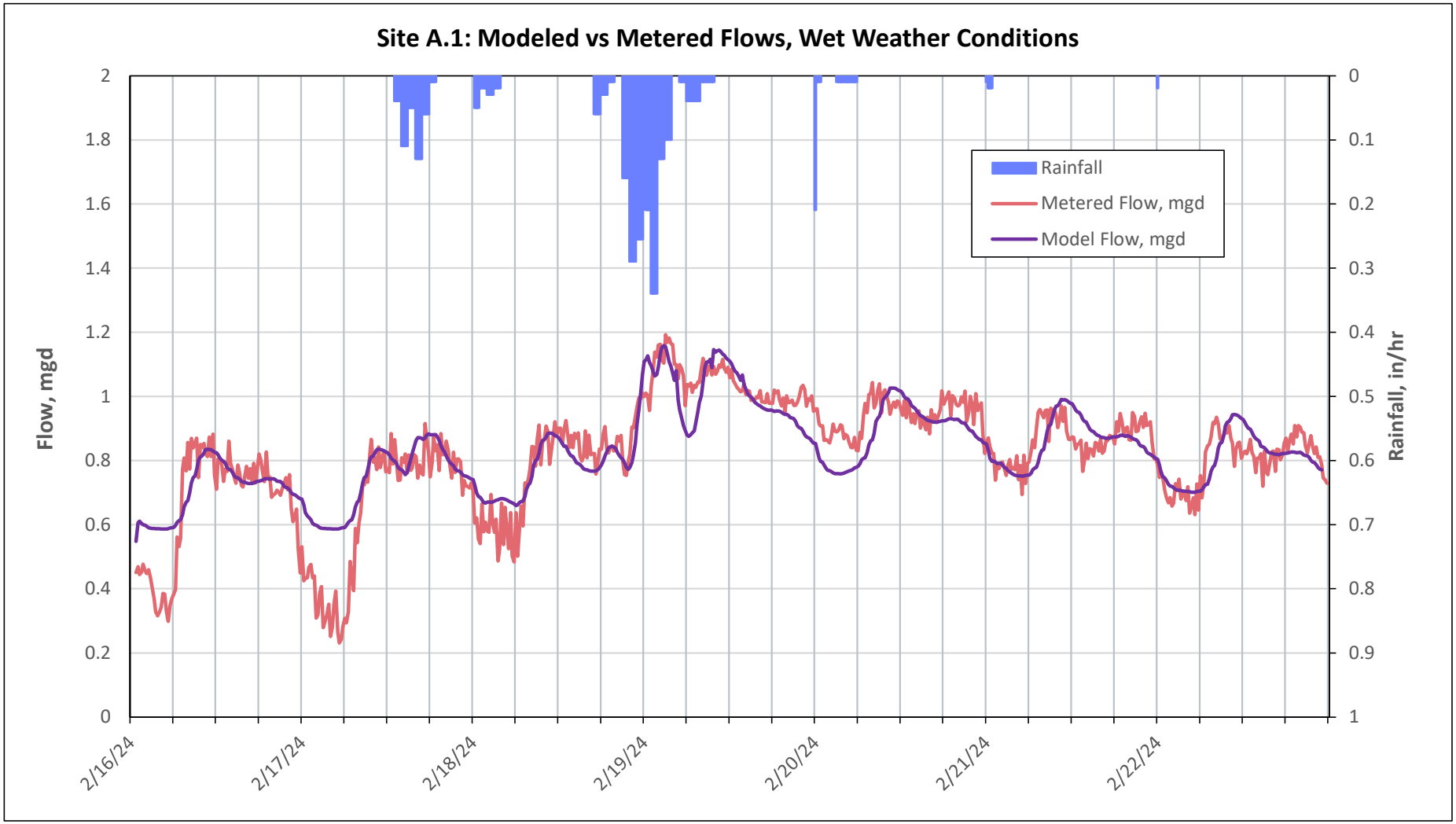
N
0 2,500 5,000
Feet

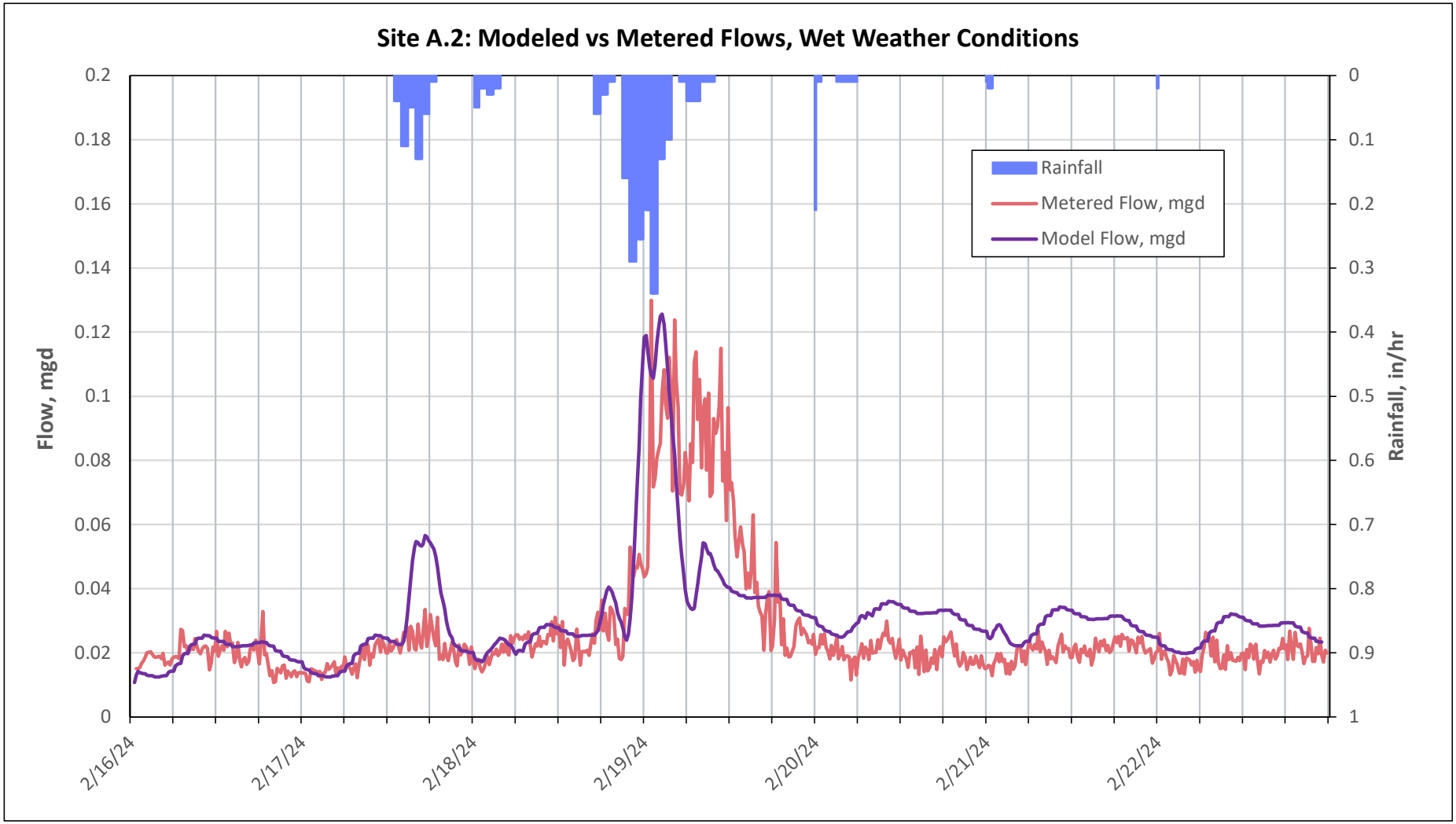
Prepared for:
City of San Luis Obispo
Wastewater Collection System
Infrastructure Renewal Strategy

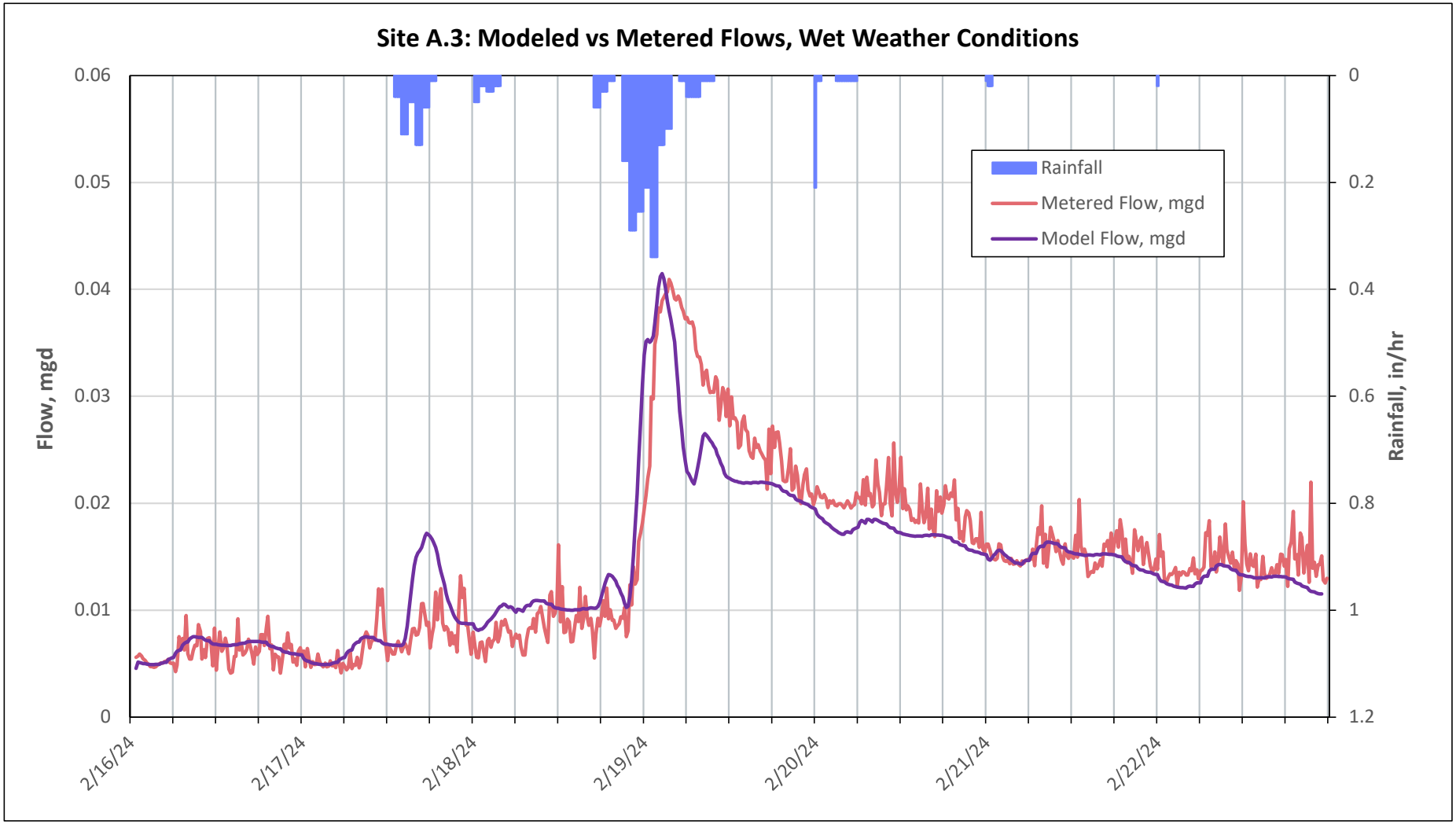
Previous and Planned Collection System Repairs/Improvements
Figure 6-6

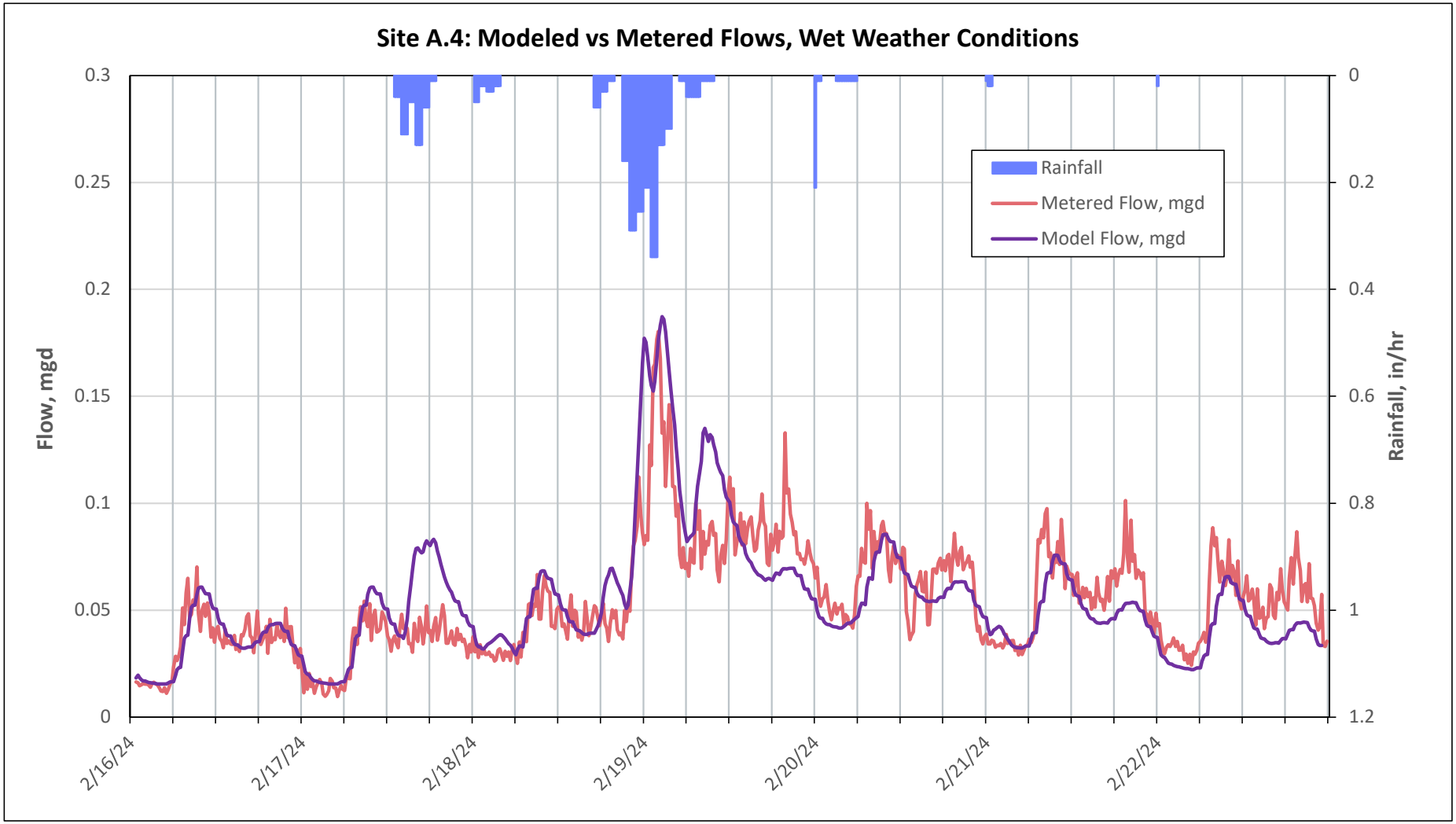
Appendix A

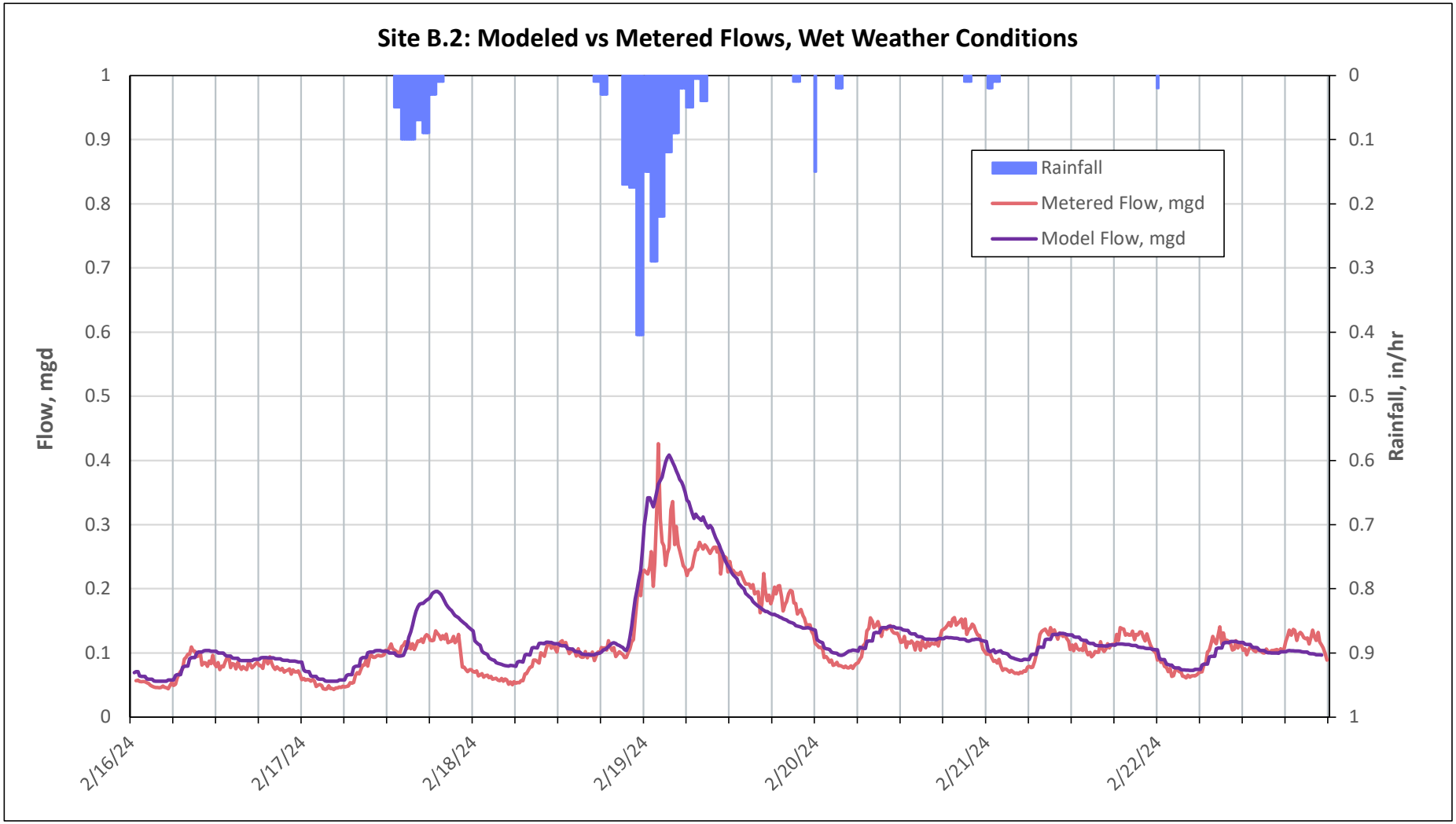
Modeled versus Metered Flow Results

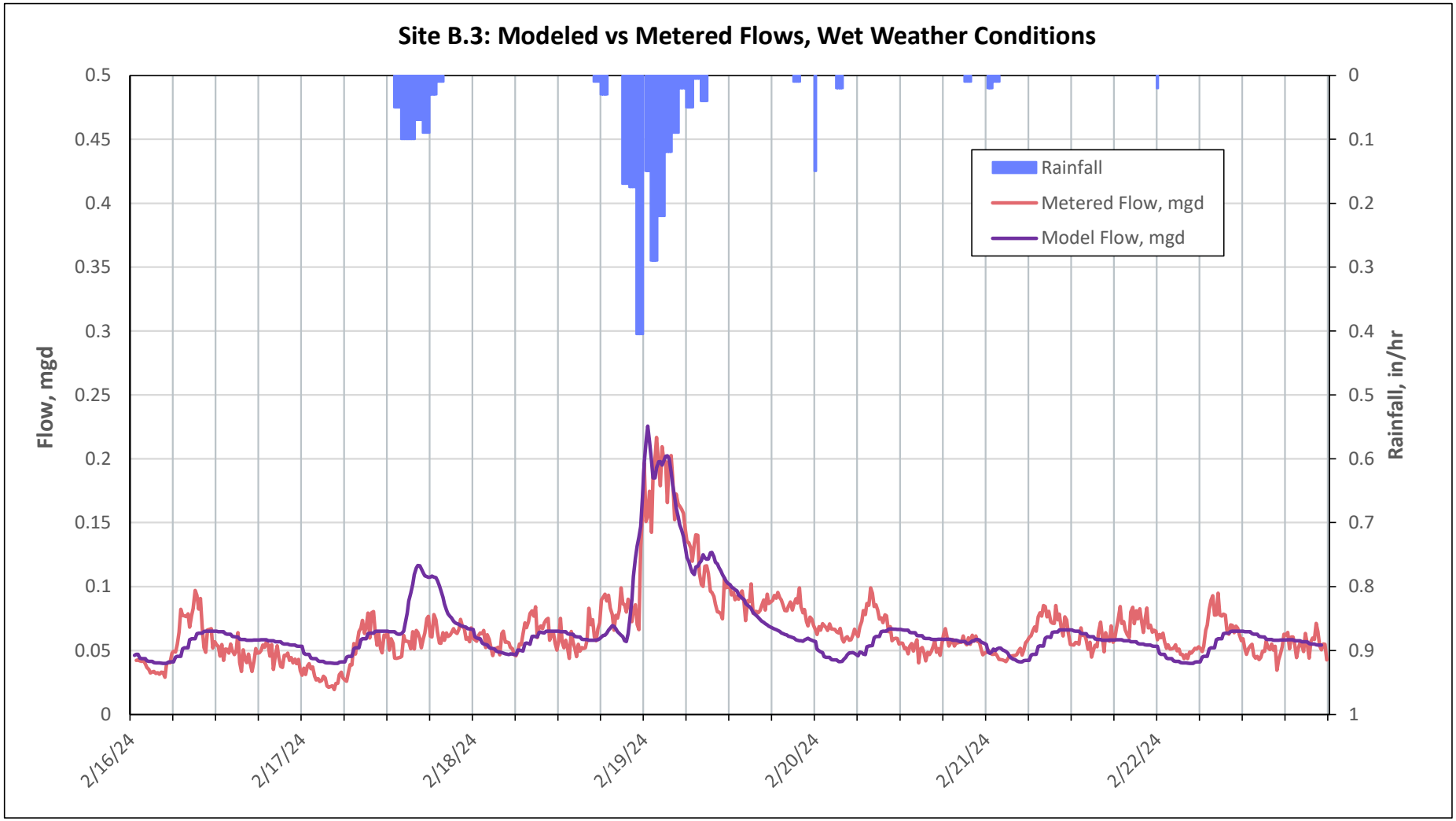

Site A.1: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

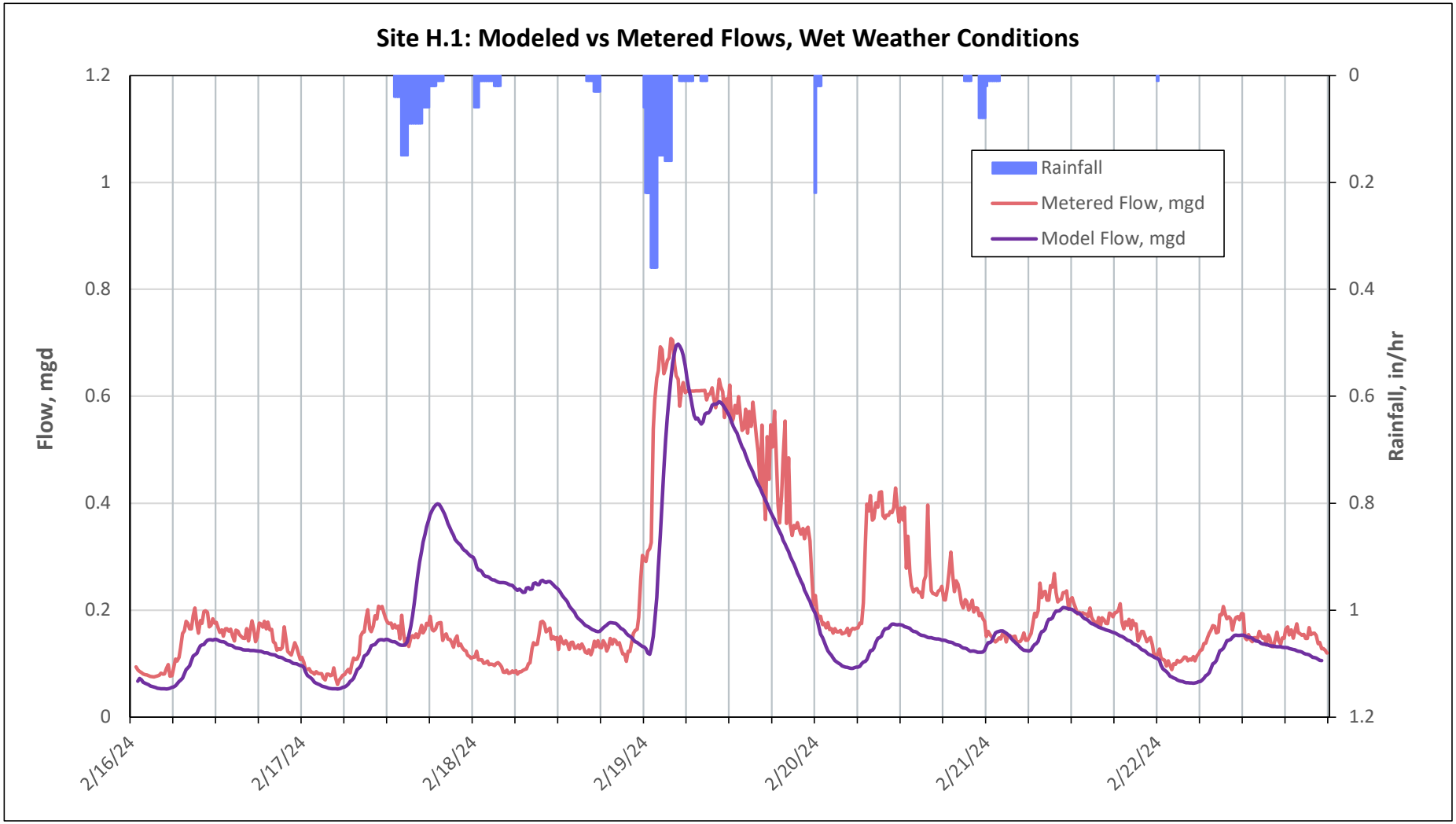

Site A.2: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
0.2
0.18
0.16
0.14
0.12
0.1
0.08
0.06
0.04
0.02
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

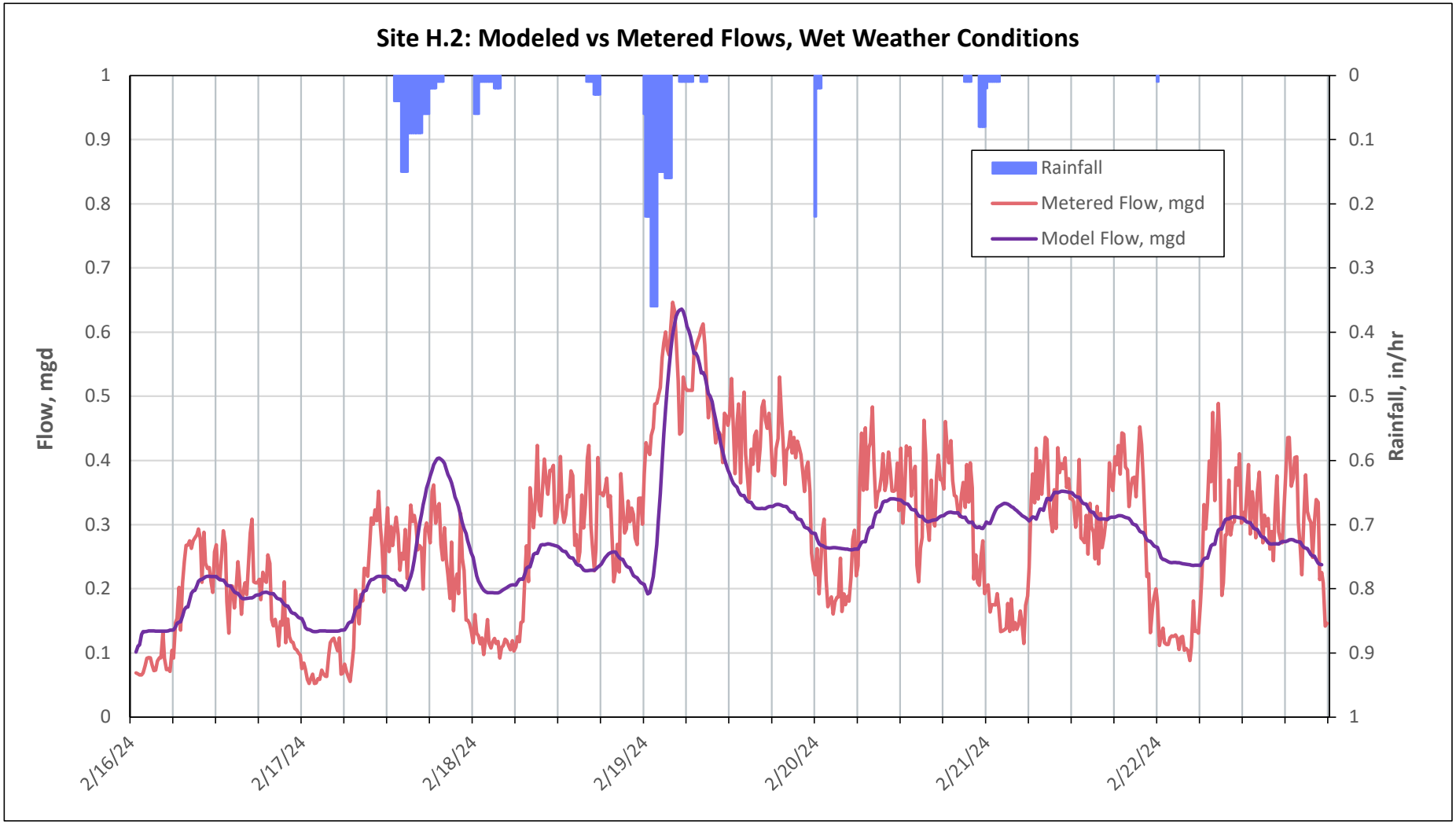

Site A.3: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.06
0.05
0.04
0.03
0.02
0.01
0
0
0.2
0.4
0.6
0.8
1
1.2
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24
Rainfall
Metered Flow, mgd
Model Flow, mgd

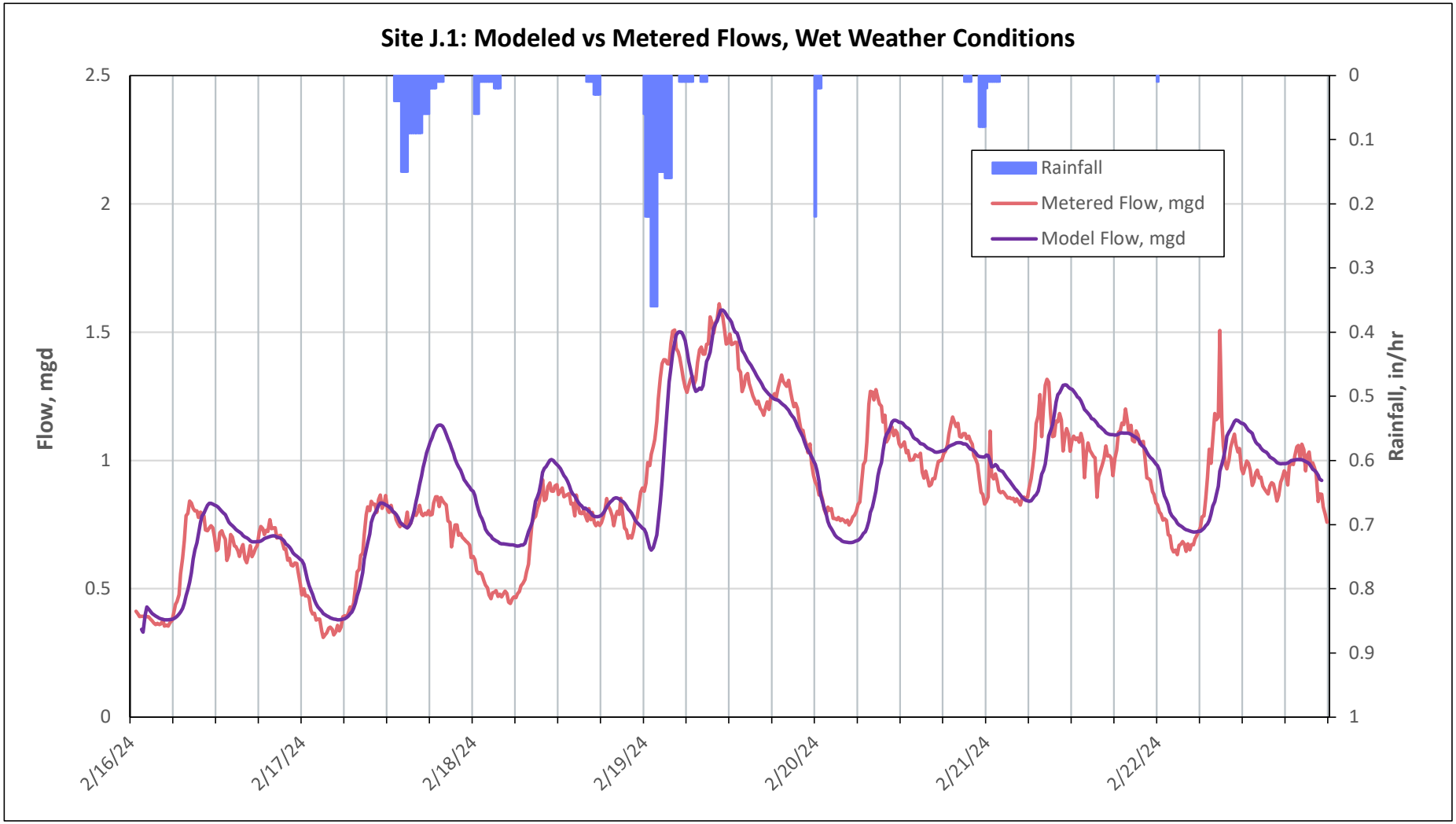

Site A.4: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.2
0.4
0.6
0.8
1
1.2
Rainfall
Metered Flow, mgd
Model Flow, mgd
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

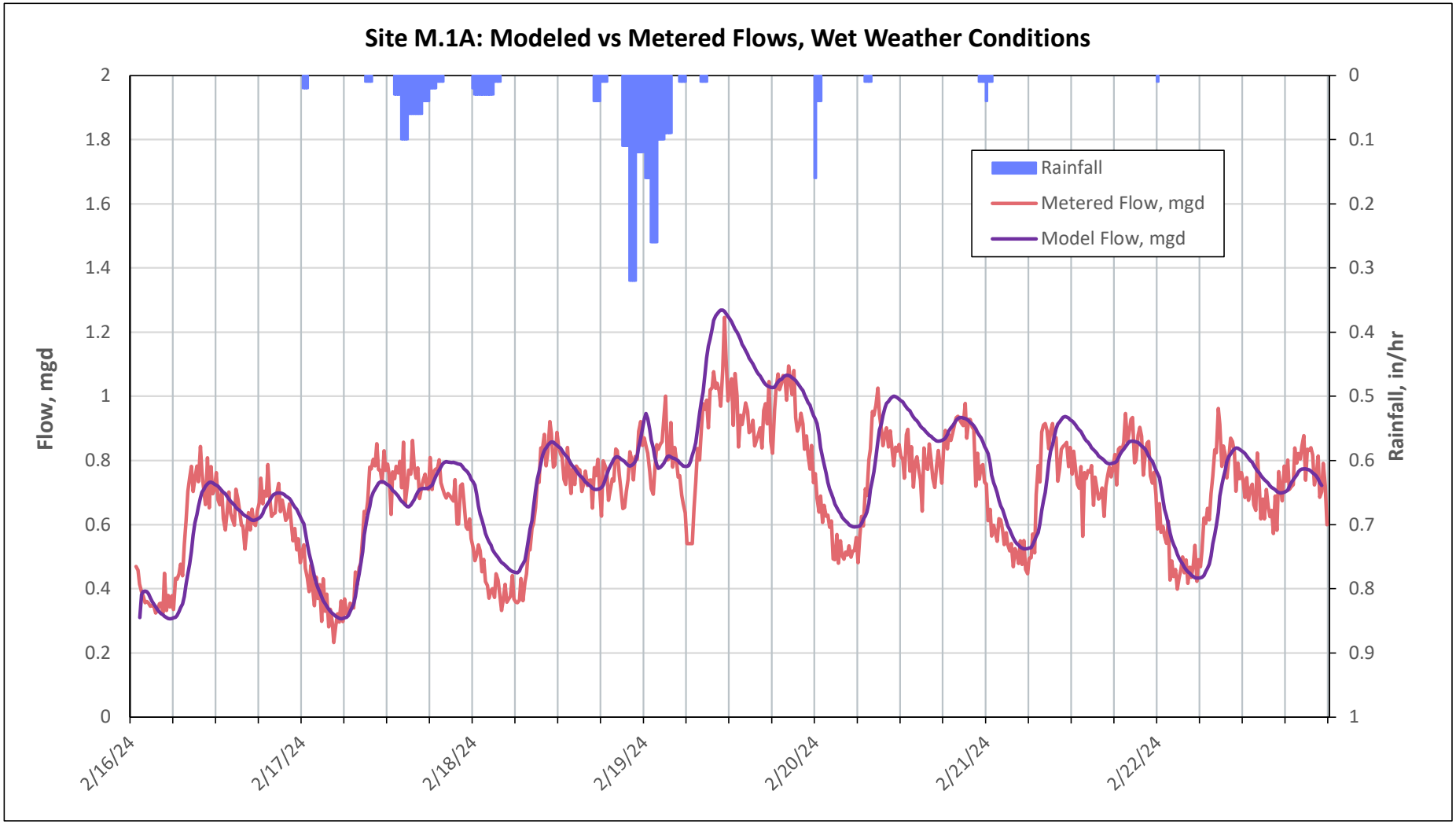

Site B.2: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
1
0.9
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

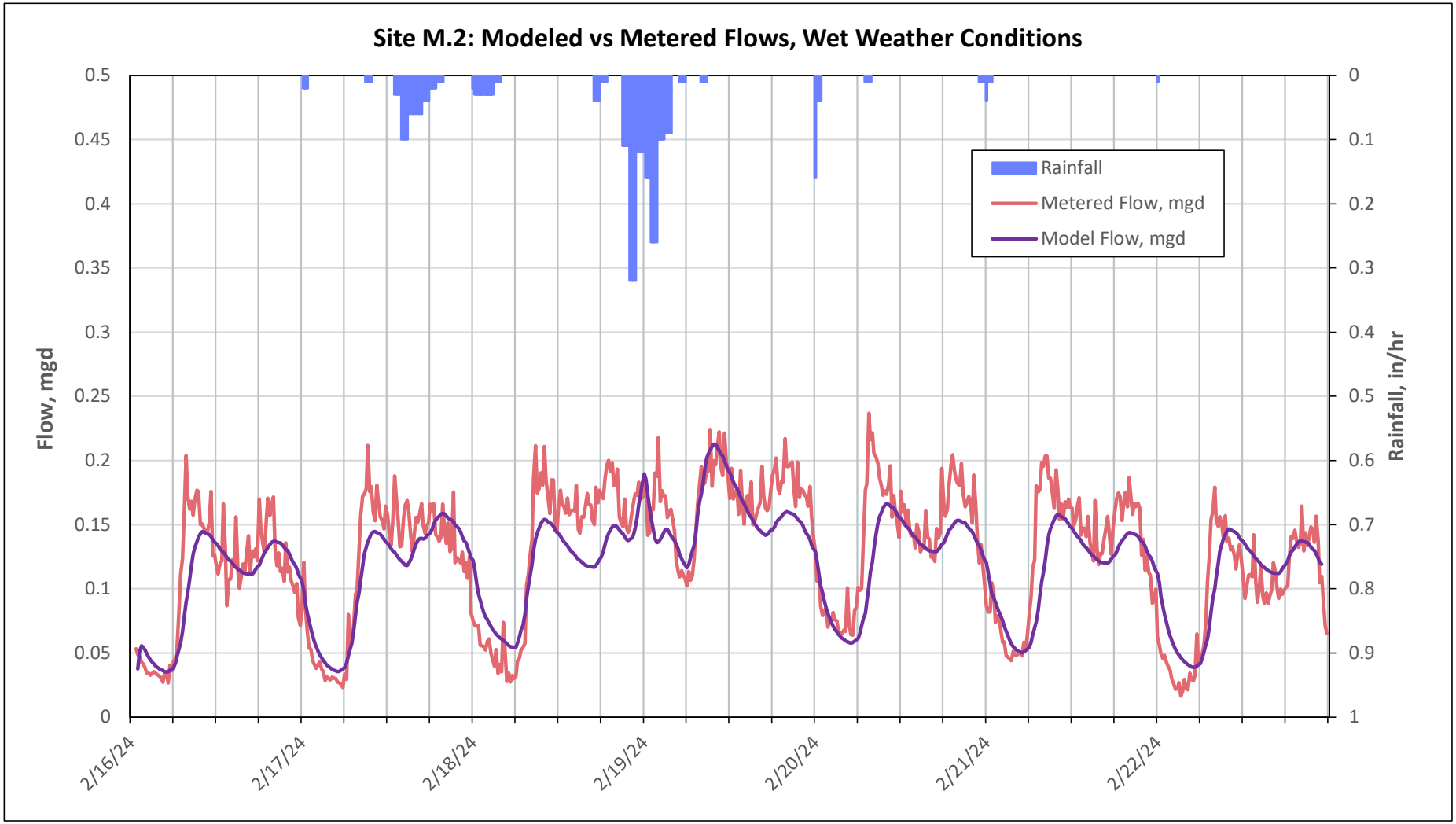

Site B.3: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.5
0.45
0.4
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24
Rainfall
Metered Flow, mgd
Model Flow, mgd

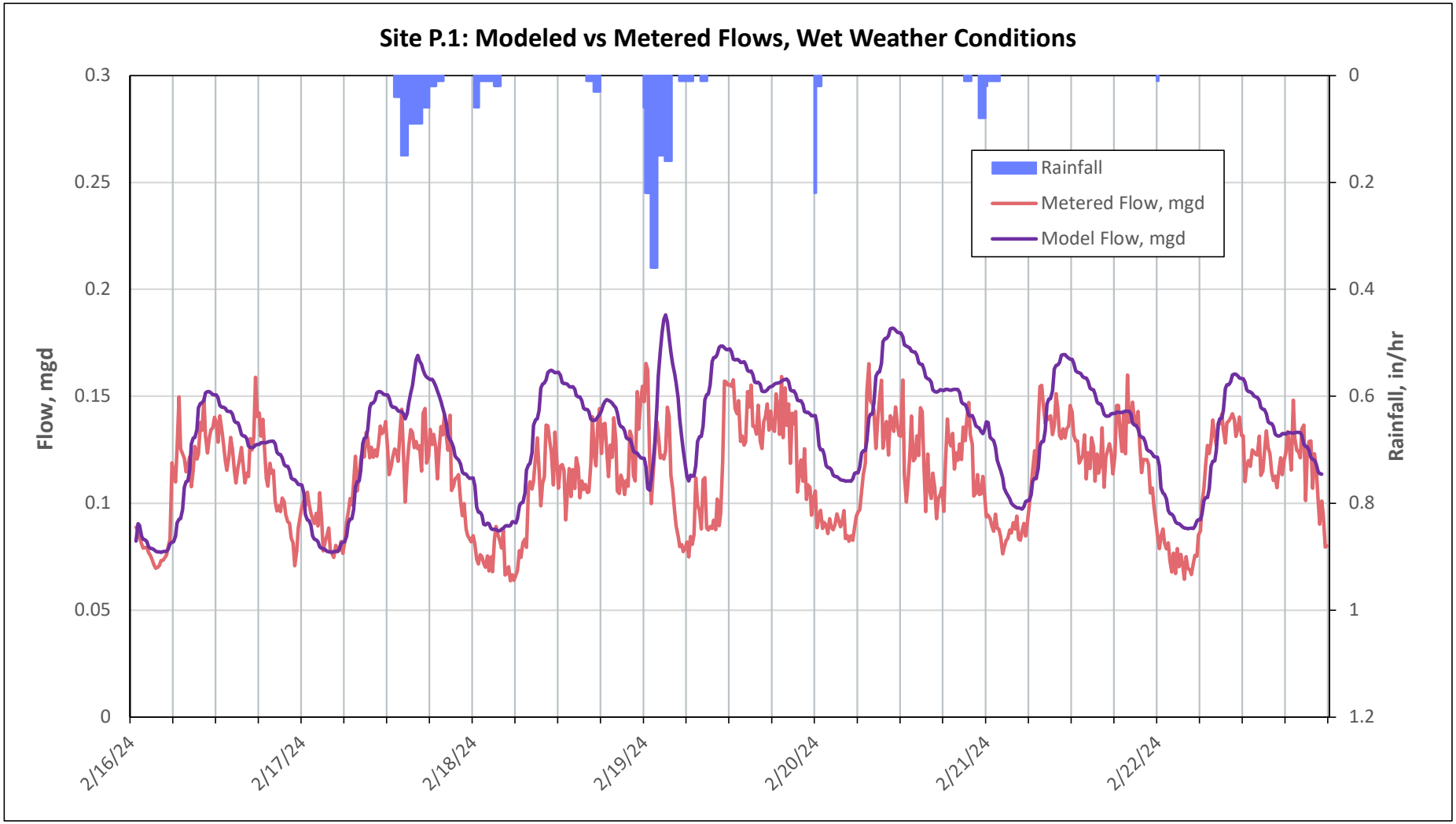

Site H.1: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
1.2
1
0.8
0.6
0.4
0.2
0
0
0.2
0.4
0.6
0.8
1
1.2
Rainfall
Metered Flow, mgd
Model Flow, mgd
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

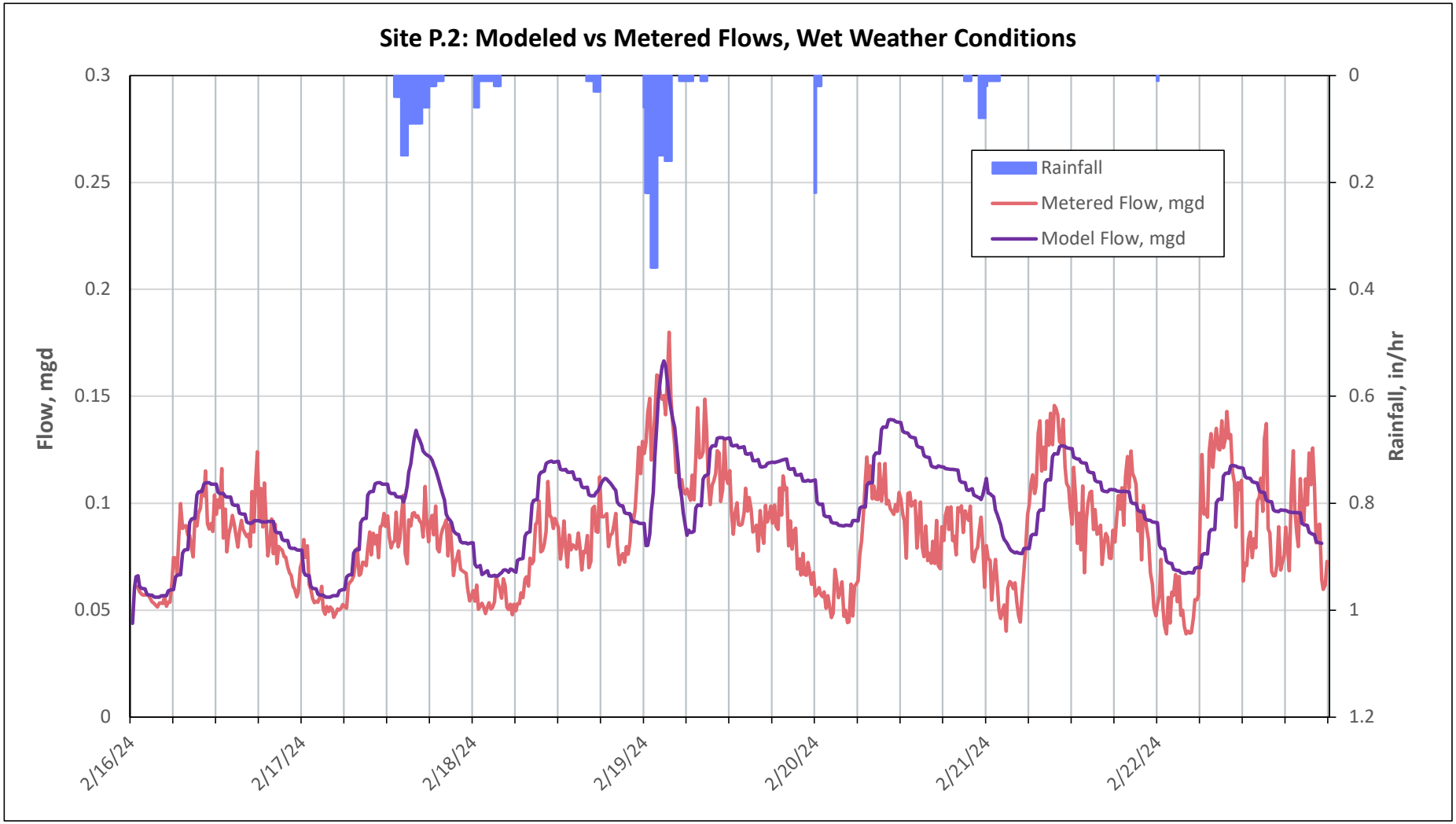

Site H.2: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
1
0.9
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

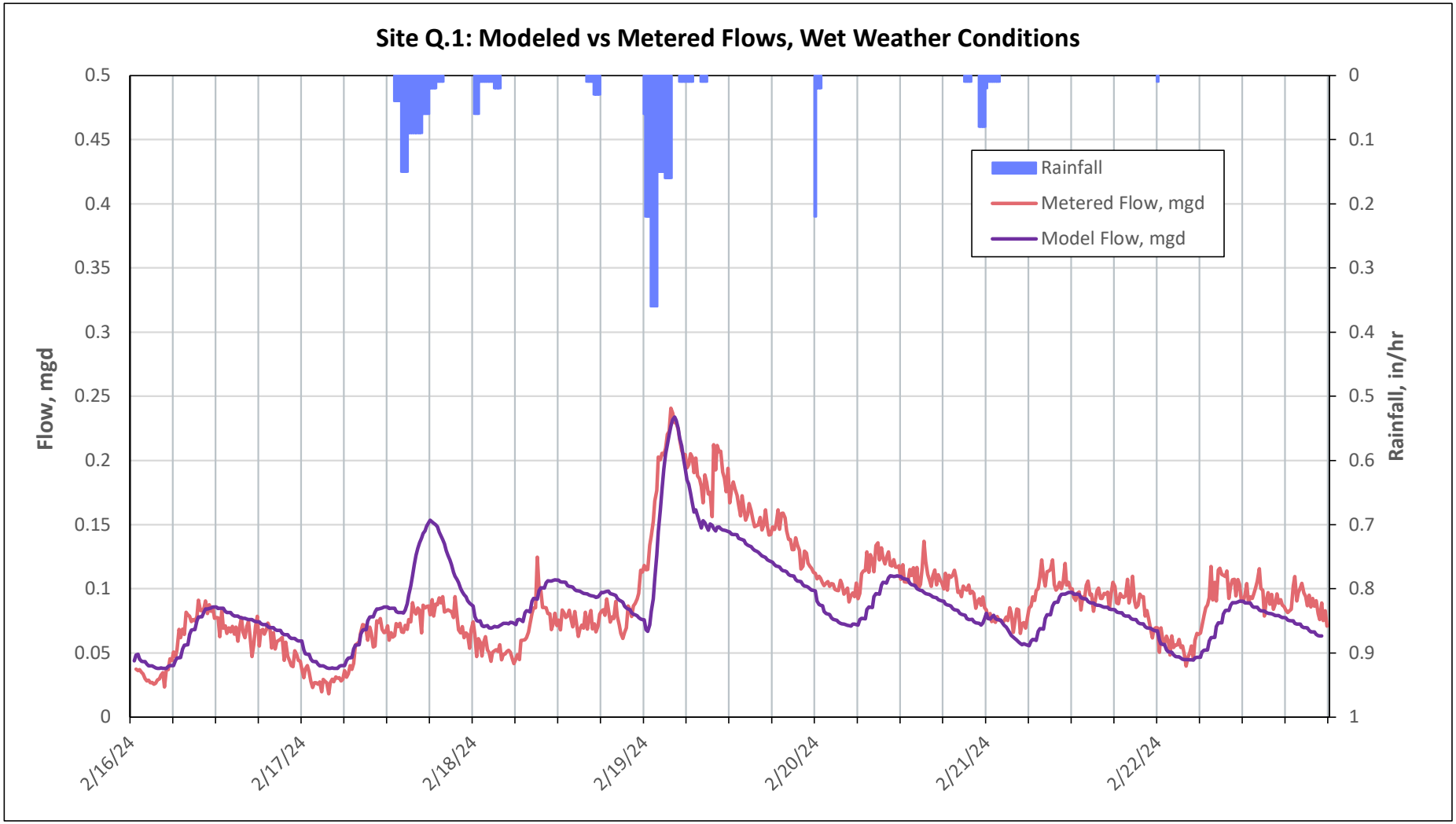

Site J.1: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
2.5
2
1.5
1
0.5
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

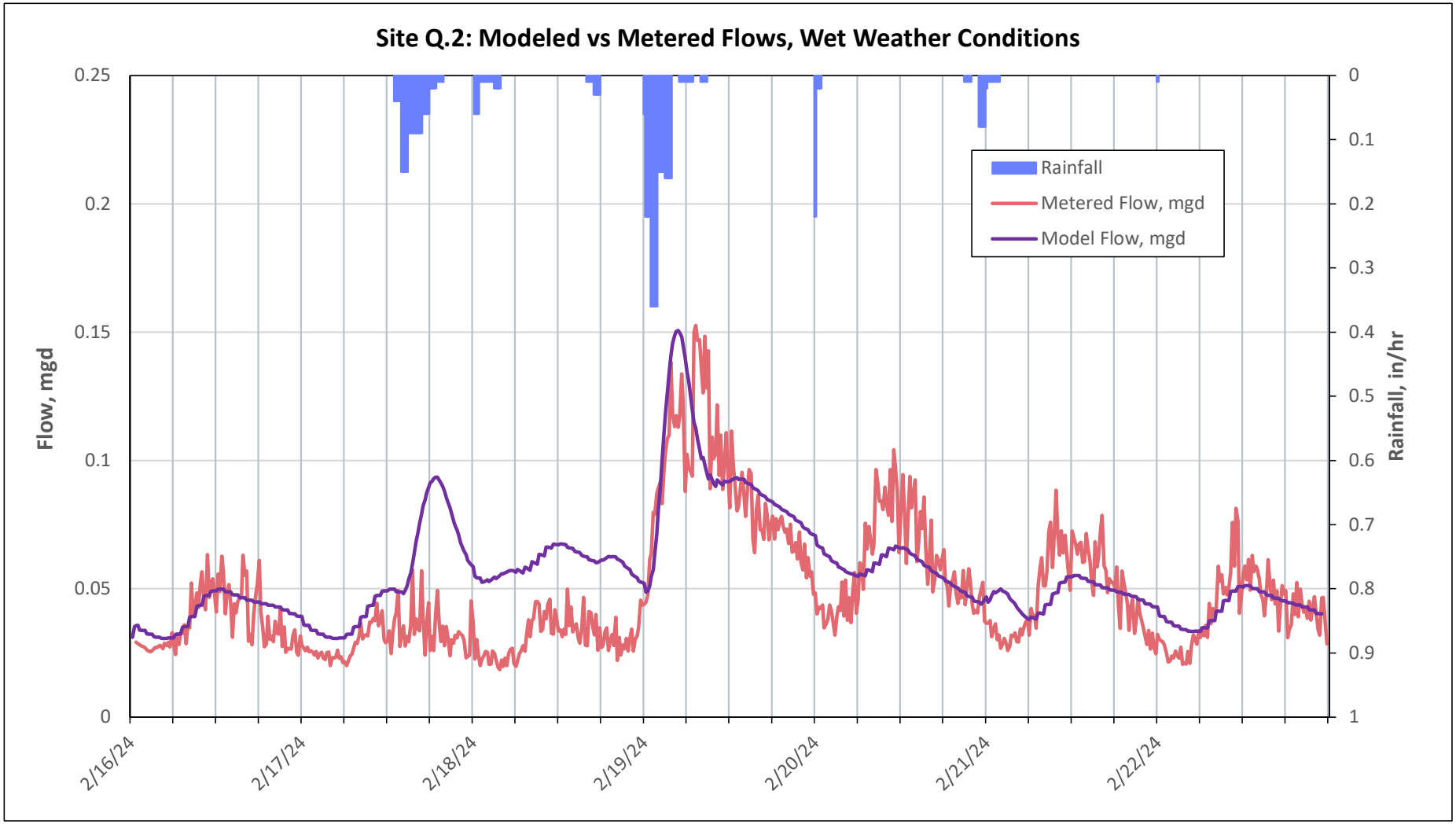

Site M.1A: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

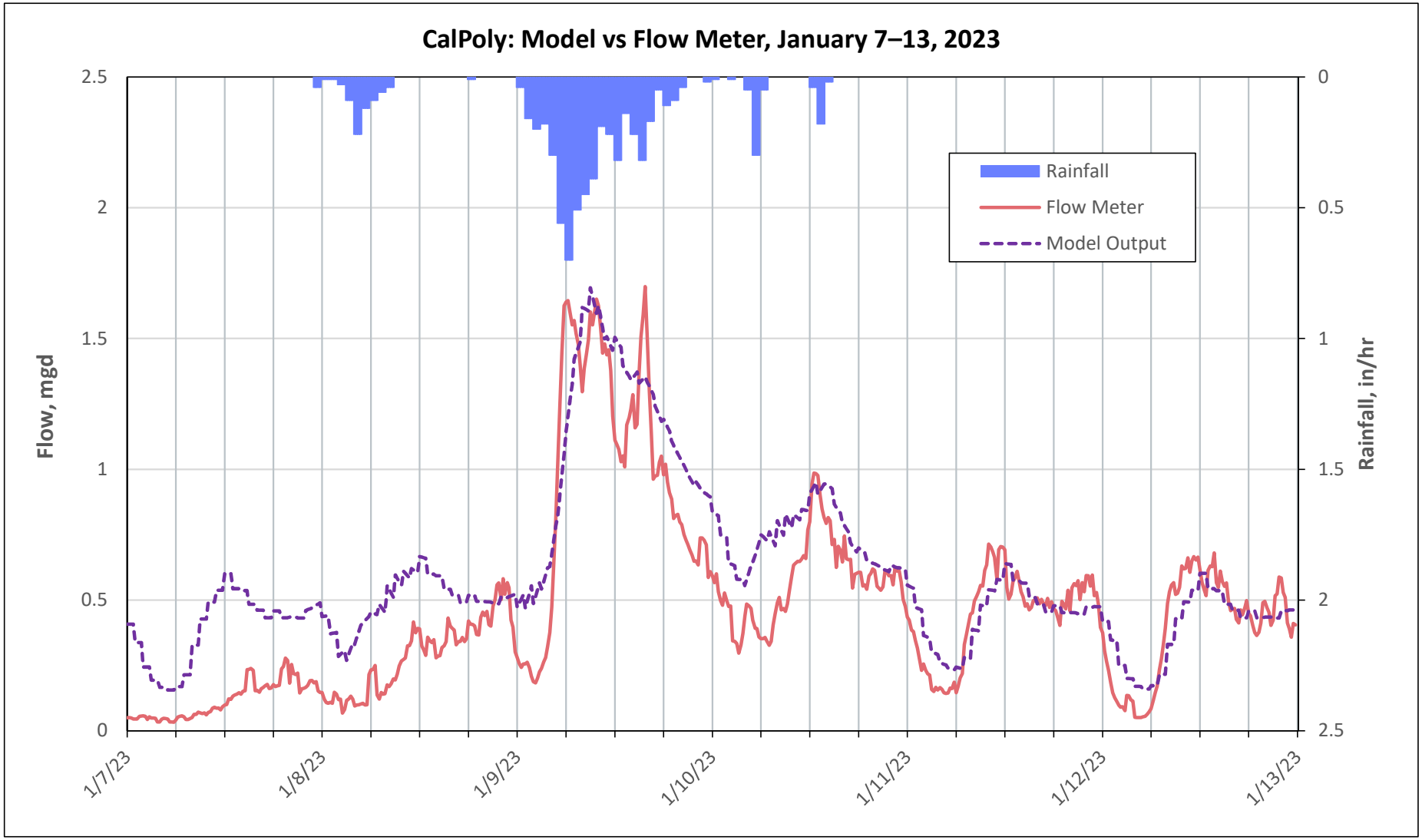

Site M.2: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
Rainfall
Metered Flow, mgd
Model Flow, mgd
0.5
0.45
0.4
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

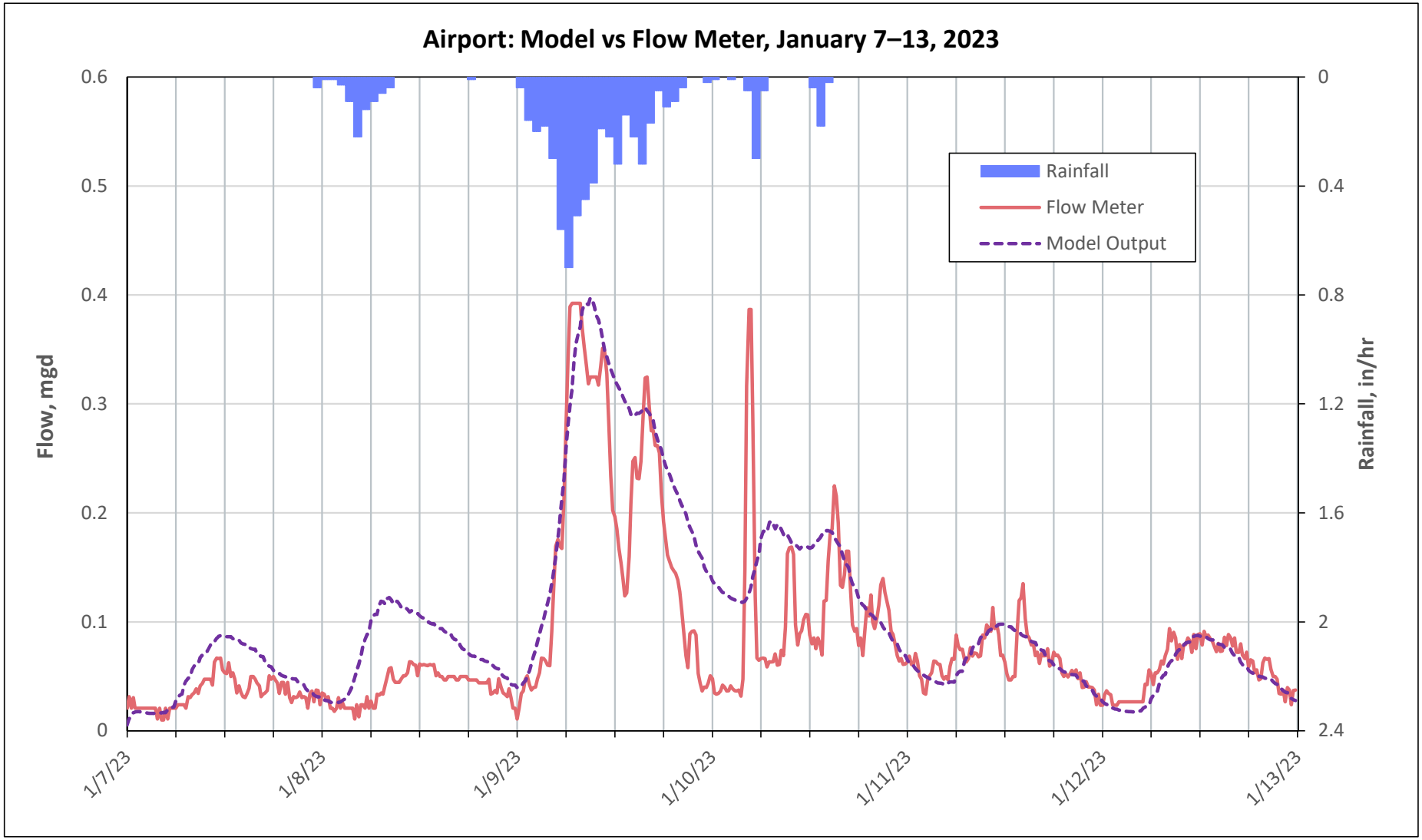

Site P.1: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.2
0.4
0.6
0.8
1
1.2
Rainfall
Metered Flow, mgd
Model Flow, mgd
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

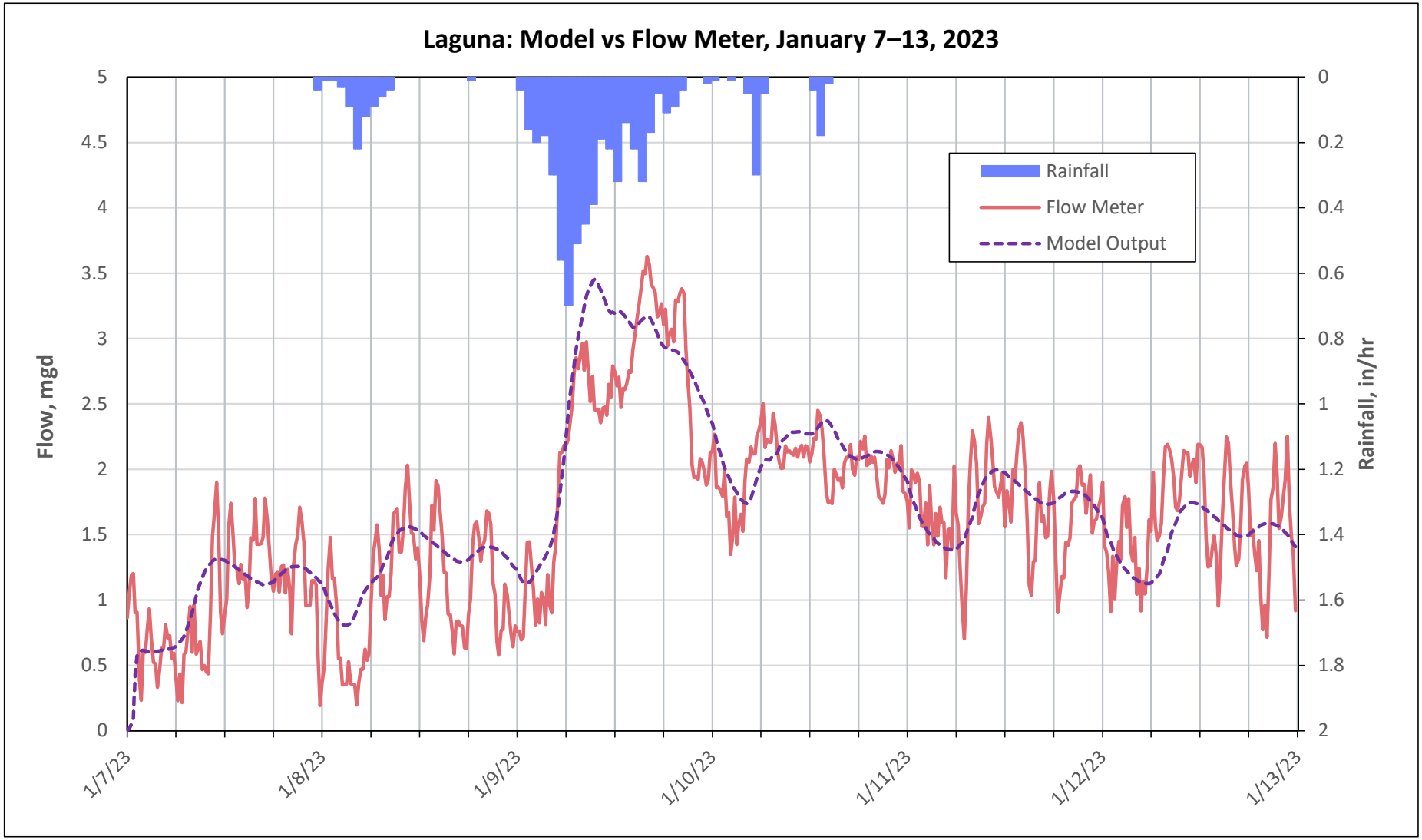

Site P.2: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.2
0.4
0.6
0.8
1
1.2
Rainfall
Metered Flow, mgd
Model Flow, mgd
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

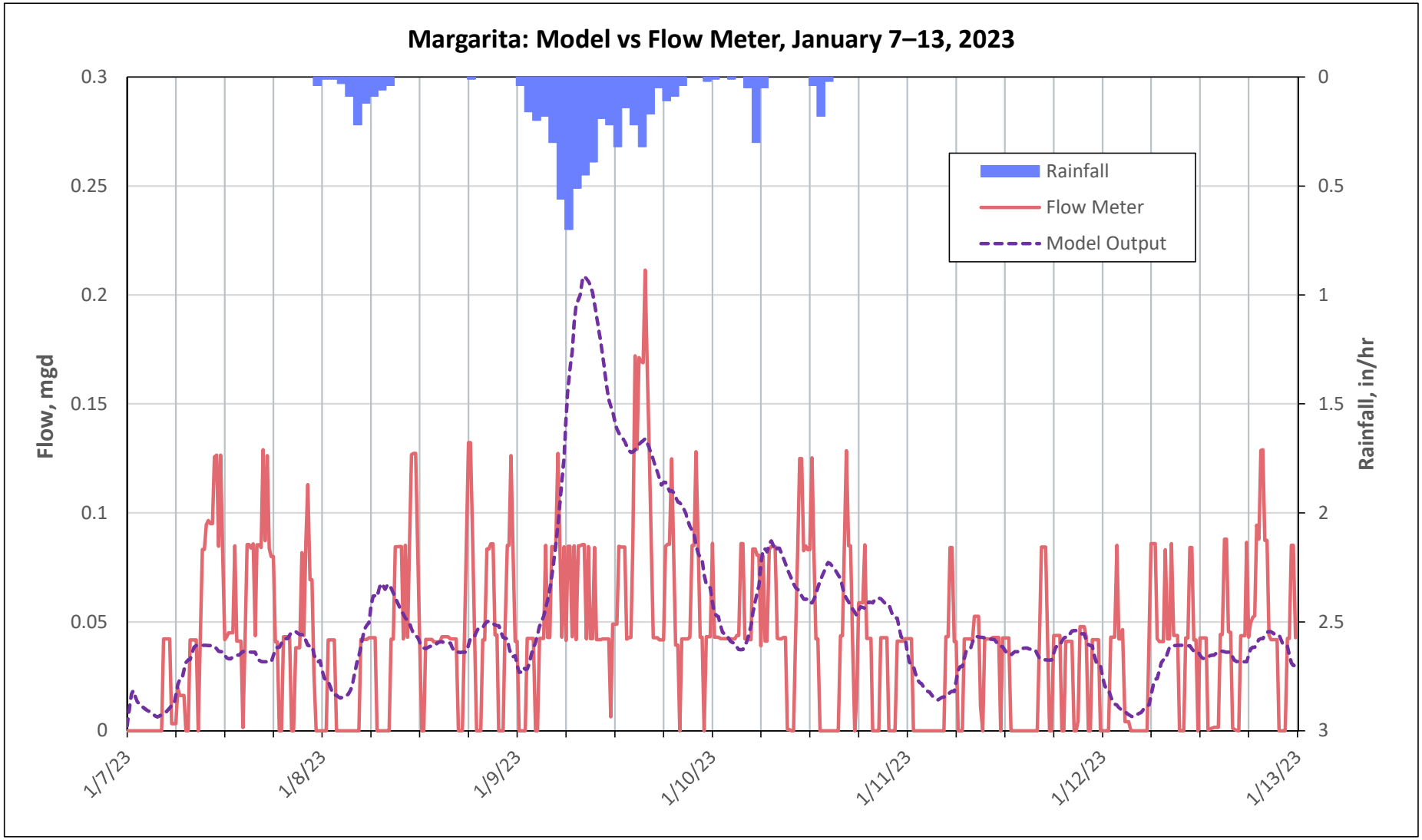

Site Q.1: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.5
0.45
0.4
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24
Rainfall
Metered Flow, mgd
Model Flow, mgd

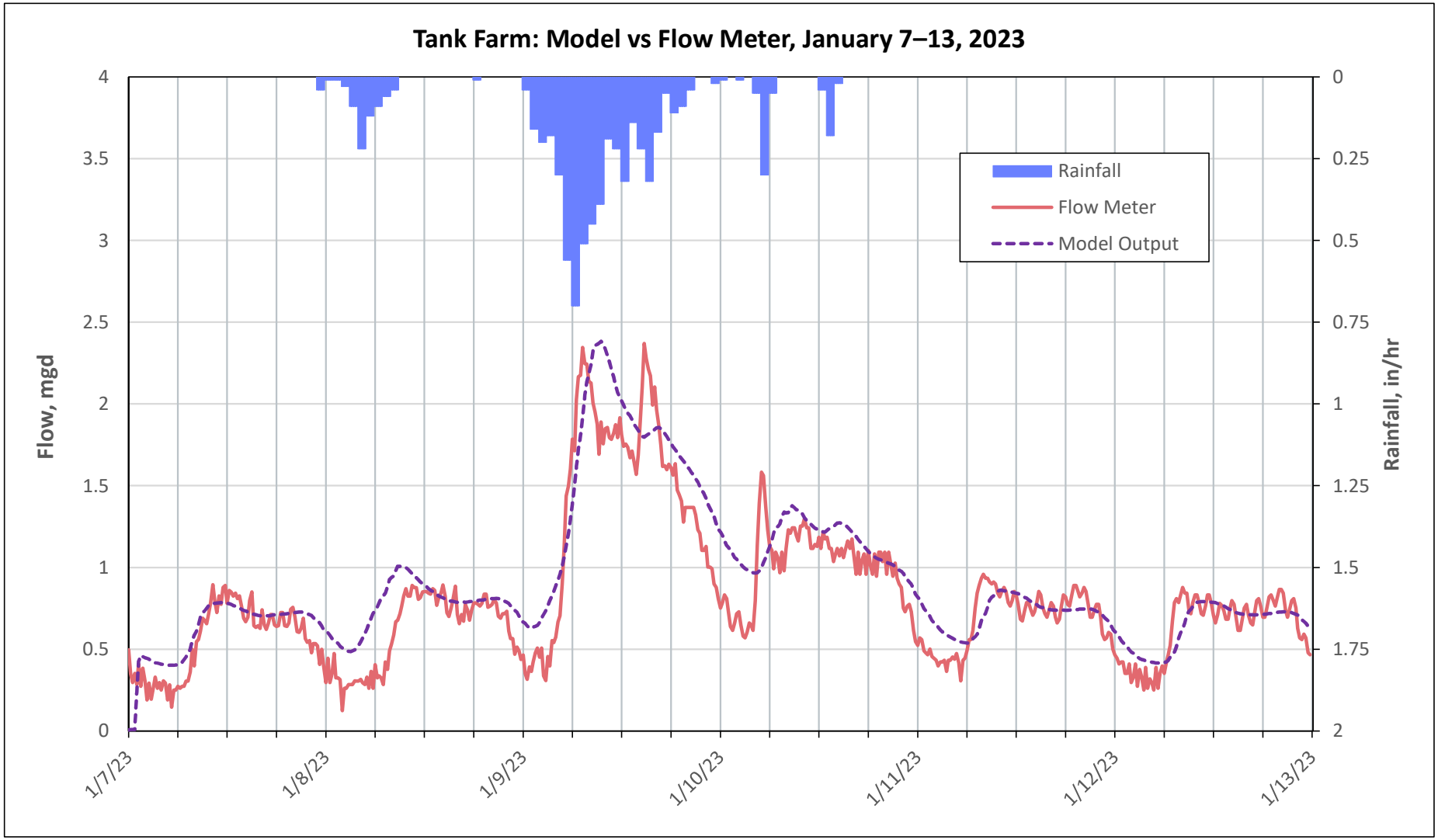

Site Q.2: Modeled vs Metered Flows, Wet Weather Conditions
Flow, mgd
Rainfall, in/hr
0.25
0.2
0.15
0.1
0.05
0
0
0.1
0.2
0.3
0.4
0.5
0.6
0.7
0.8
0.9
1
Rainfall
Metered Flow, mgd
Model Flow, mgd
2/16/24
2/17/24
2/18/24
2/19/24
2/20/24
2/21/24
2/22/24

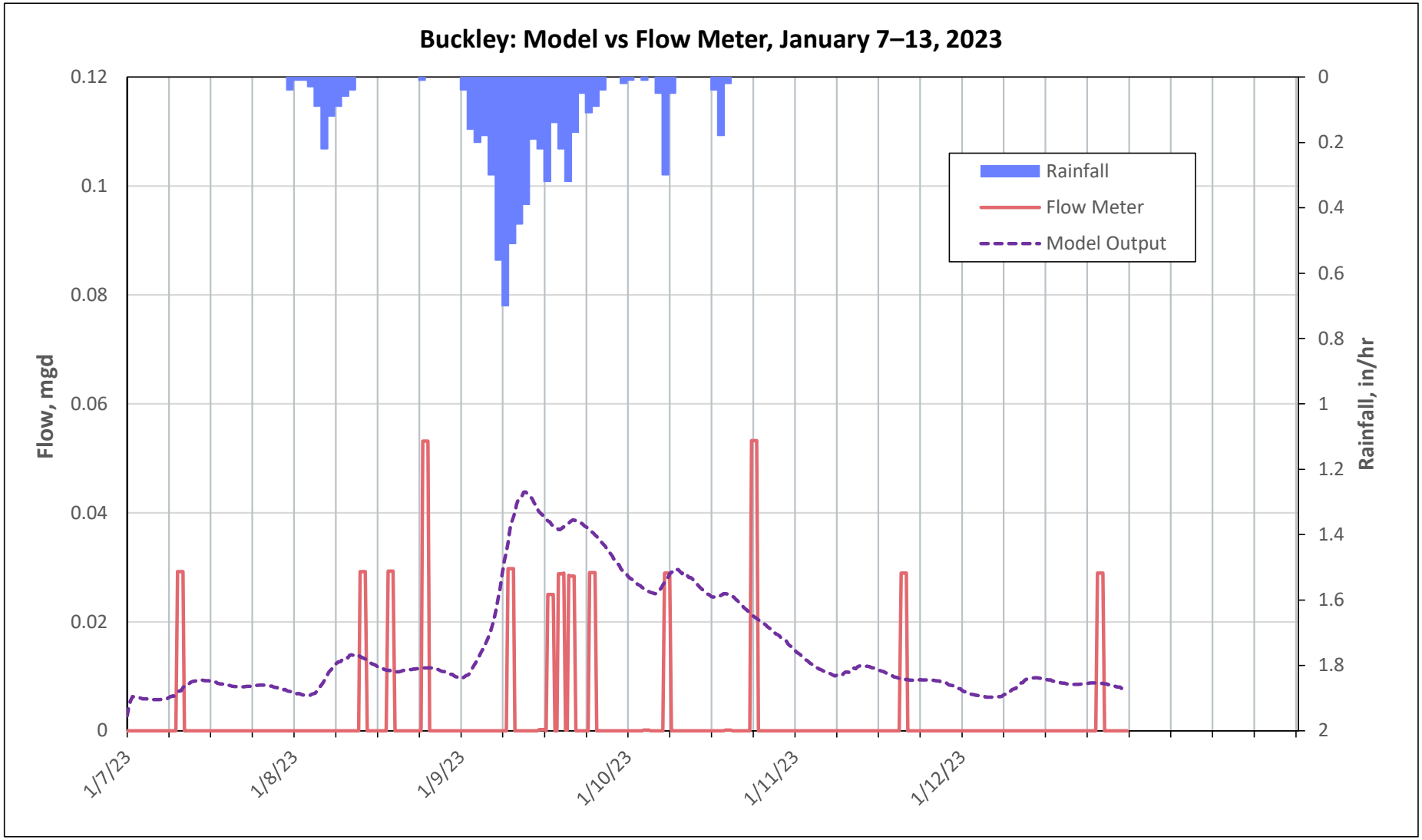

CalPoly: Model vs Flow Meter, January 7–13, 2023
Flow, mgd
Rainfall, in/hr
2.5
2
1.5
1
0.5
0
0
0.5
1
1.5
2
2.5
Rainfall
Flow Meter
Model Output
1/7/23
1/8/23
1/9/23
1/10/23
1/11/23
1/12/23
1/13/23

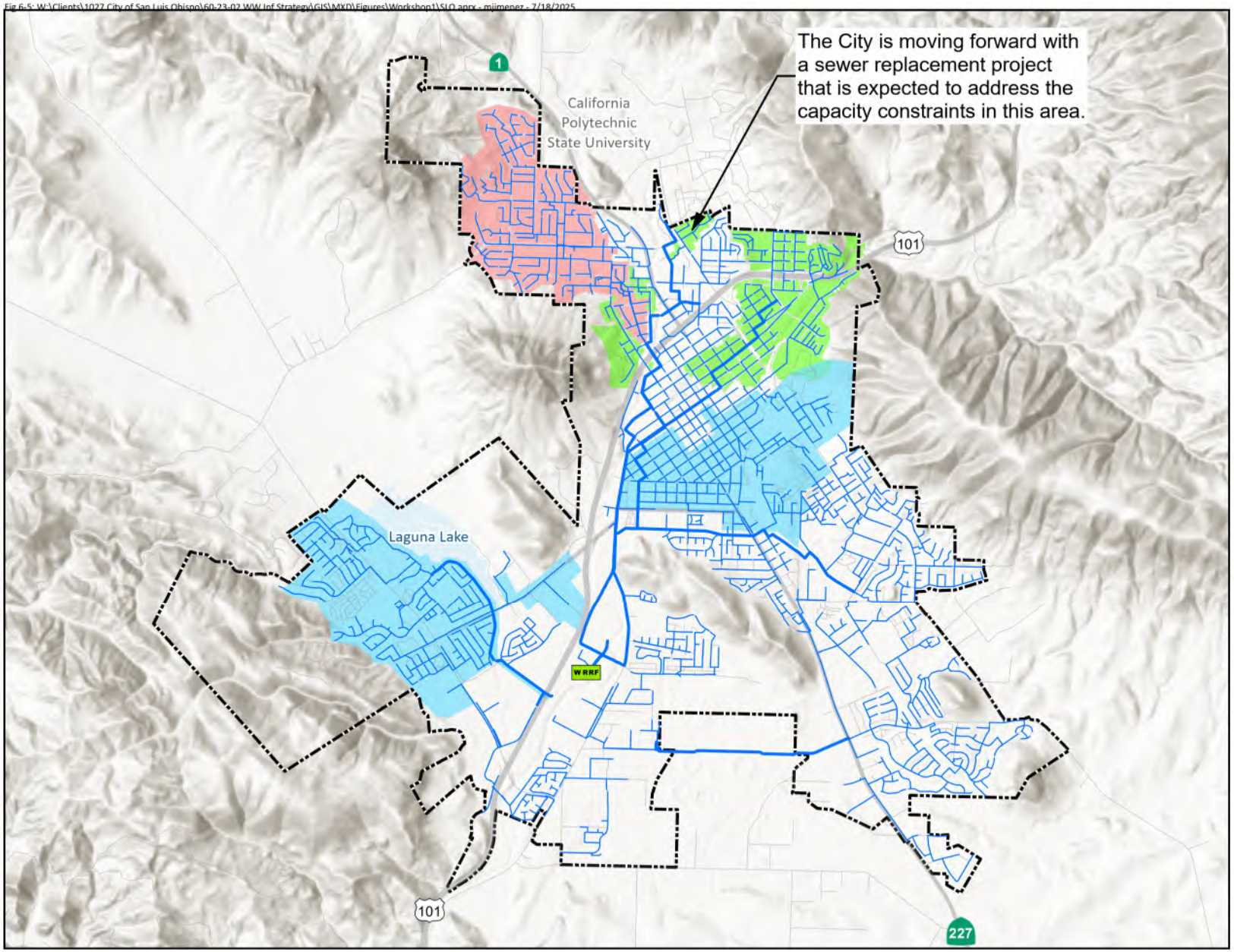

Airport: Model vs Flow Meter, January 7–13, 2023
Flow, mgd
Rainfall, in/hr
0.6
0.5
0.4
0.3
0.2
0.1
0
0
0.4
0.8
1.2
1.6
2
2.4
Rainfall
Flow Meter
Model Output
1/7/23
1/8/23
1/9/23
1/10/23
1/11/23
1/12/23
1/13/23


Laguna: Model vs Flow Meter, January 7–13, 2023
Flow, mgd
Rainfall, in/hr
Rainfall
Flow Meter
Model Output
5
4.5
4
3.5
3
2.5
2
1.5
1
0.5
0
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
1/7/23
1/8/23
1/9/23
1/10/23
1/11/23
1/12/23
1/13/23


Margarita: Model vs Flow Meter, January 7–13, 2023
Flow, mgd
Rainfall, in/hr
0.3
0.25
0.2
0.15
0.1
0.05
0
0
0.5
1
1.5
2
2.5
3
Rainfall
Flow Meter
Model Output
1/7/23
1/8/23
1/9/23
1/10/23
1/11/23
1/12/23
1/13/23


Tank Farm: Model vs Flow Meter, January 7–13, 2023
Flow, mgd
Rainfall, in/hr
Rainfall
Flow Meter
Model Output
4
3.5
3
2.5
2
1.5
1
0.5
0
0
0.25
0.5
0.75
1
1.25
1.5
1.75
2
1/7/23
1/8/23
1/9/23
1/10/23
1/11/23
1/12/23
1/13/23


Buckley: Model vs Flow Meter, January 7–13, 2023
Flow, mgd
Rainfall, in/hr
0.12
0.1
0.08
0.06
0.04
0.02
0
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
Rainfall
Flow Meter
Model Output
1/7/23
1/8/23
1/9/23
1/10/23
1/11/23
1/12/23



Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo

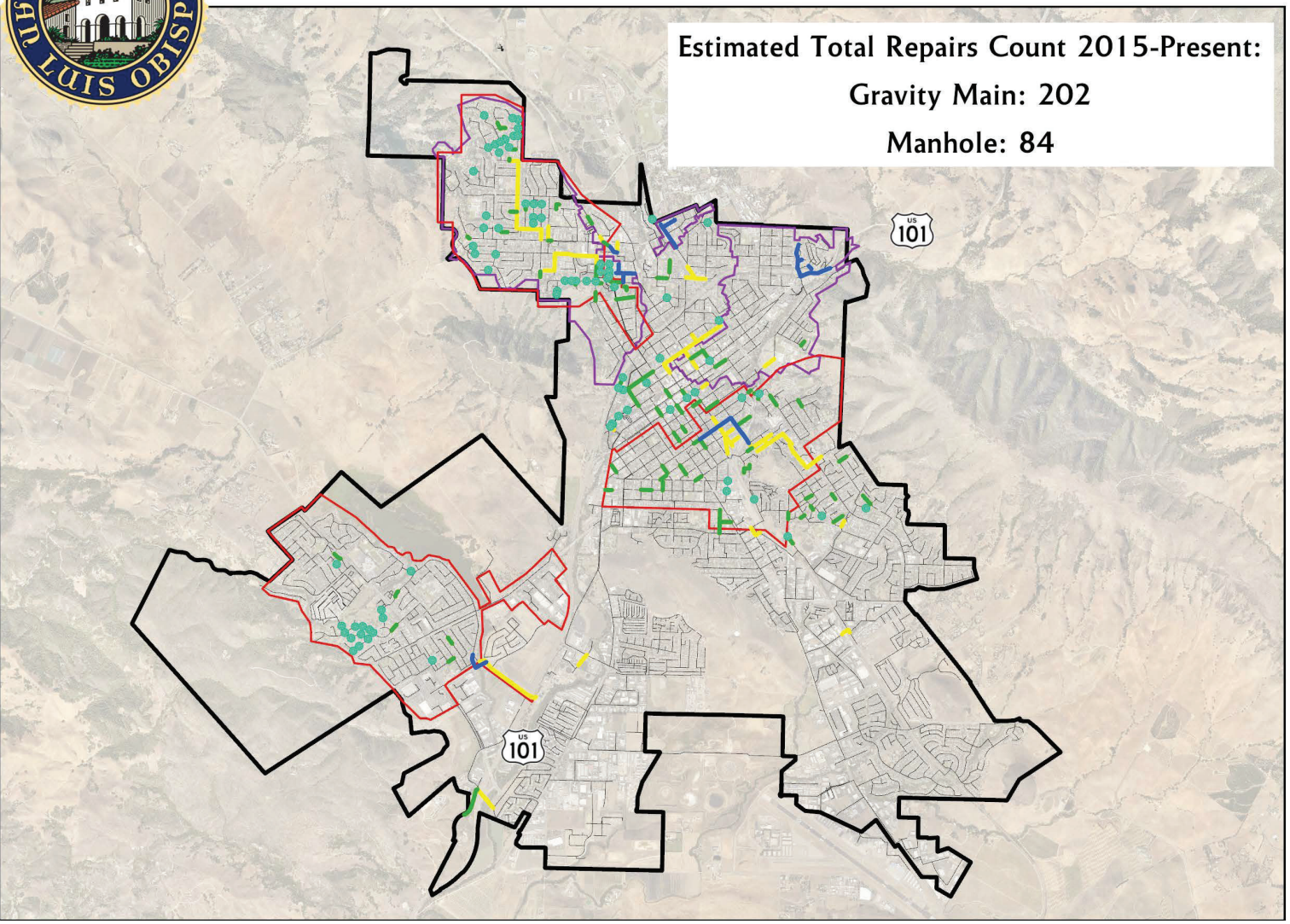
Wastewater Collection System

Infrastructure Renewal Strategy

Updated Capacity-Constrained Areas Map

Figure 6-5

Overview of Repairs to Wastewater Infrastructure



Staff Performed Manhole Repair

Staff Performed Gravity Main Repairs

Capital Improvement Project Repairs

Future Capital Improvement Project Repairs Outlined in the FY 25-27 Financial Plan

Gravity Main Infrastructure

Proposed Capacity Constrained Areas

Existing Capacity Constrained Areas

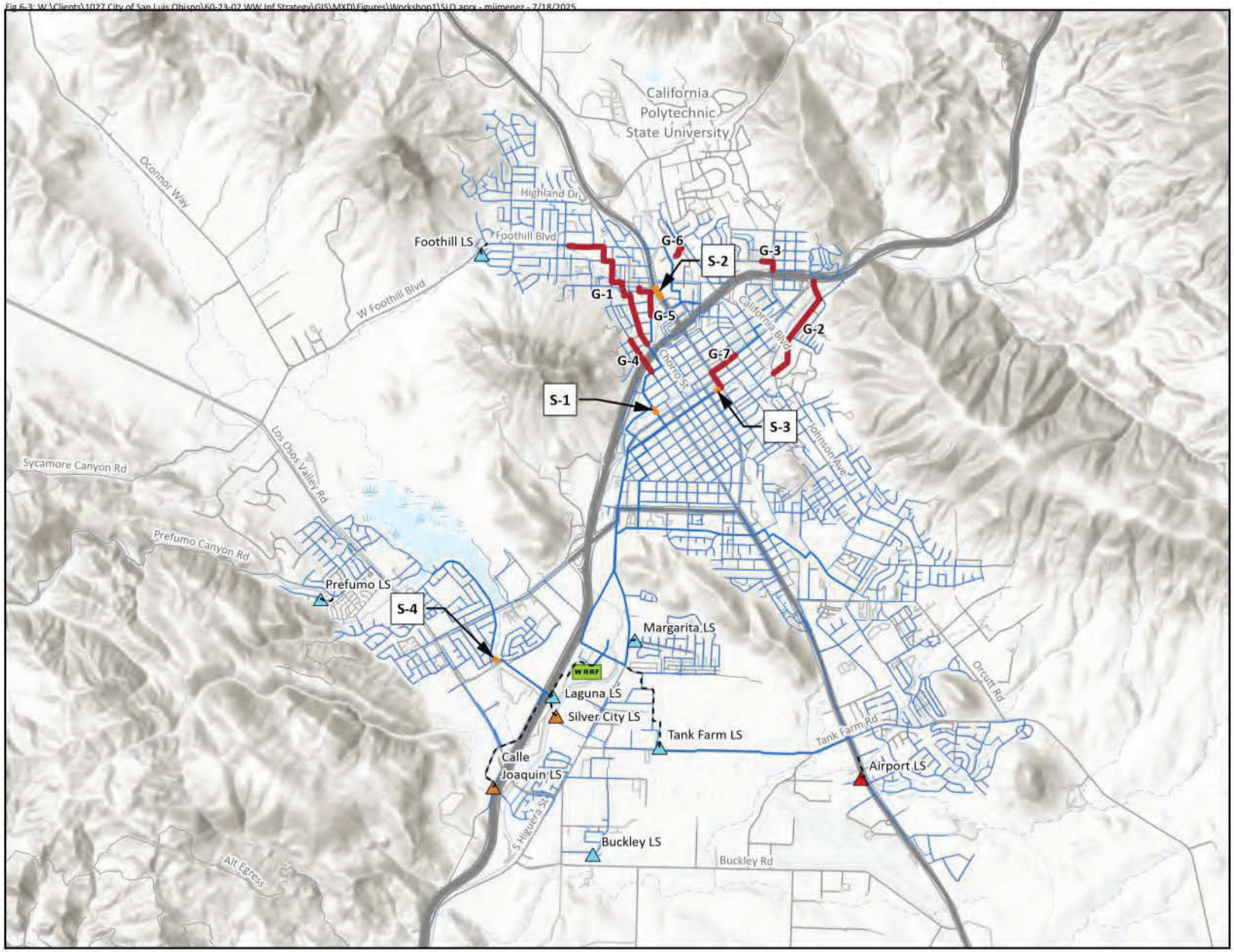
SLO City Limit

0 1 2 Miles

N W E S

SLOGIS

JULY 2025



Prepared by:

WEST YOST

N

0 2,500 5,000 Feet

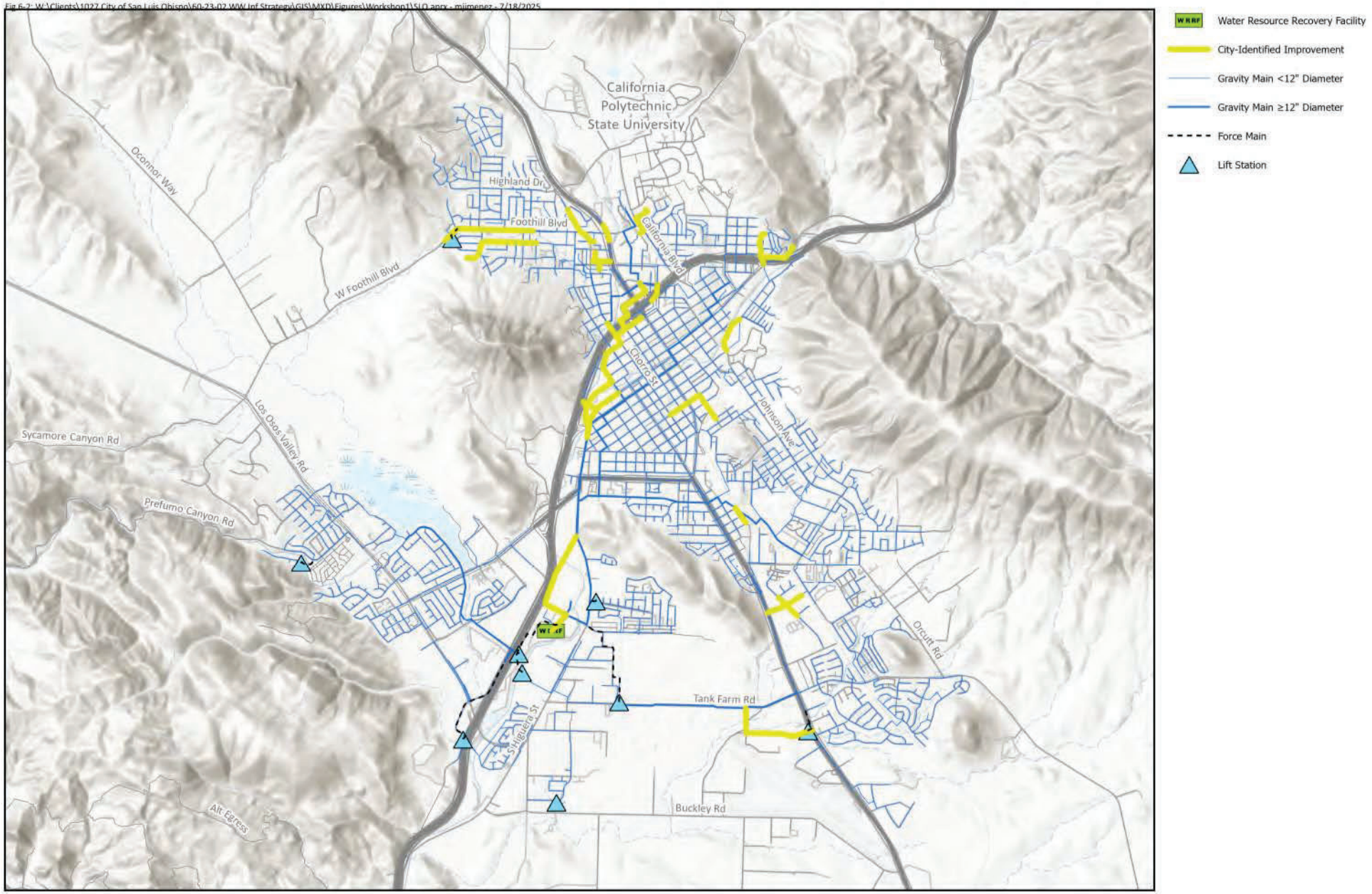
Prepared for:

City of San Luis Obispo

Wastewater Collection System Infrastructure Renewal Strategy

Proposed Collection System Improvements

Figure 6-3



Prepared by:

WEST YOST

Prepared for:

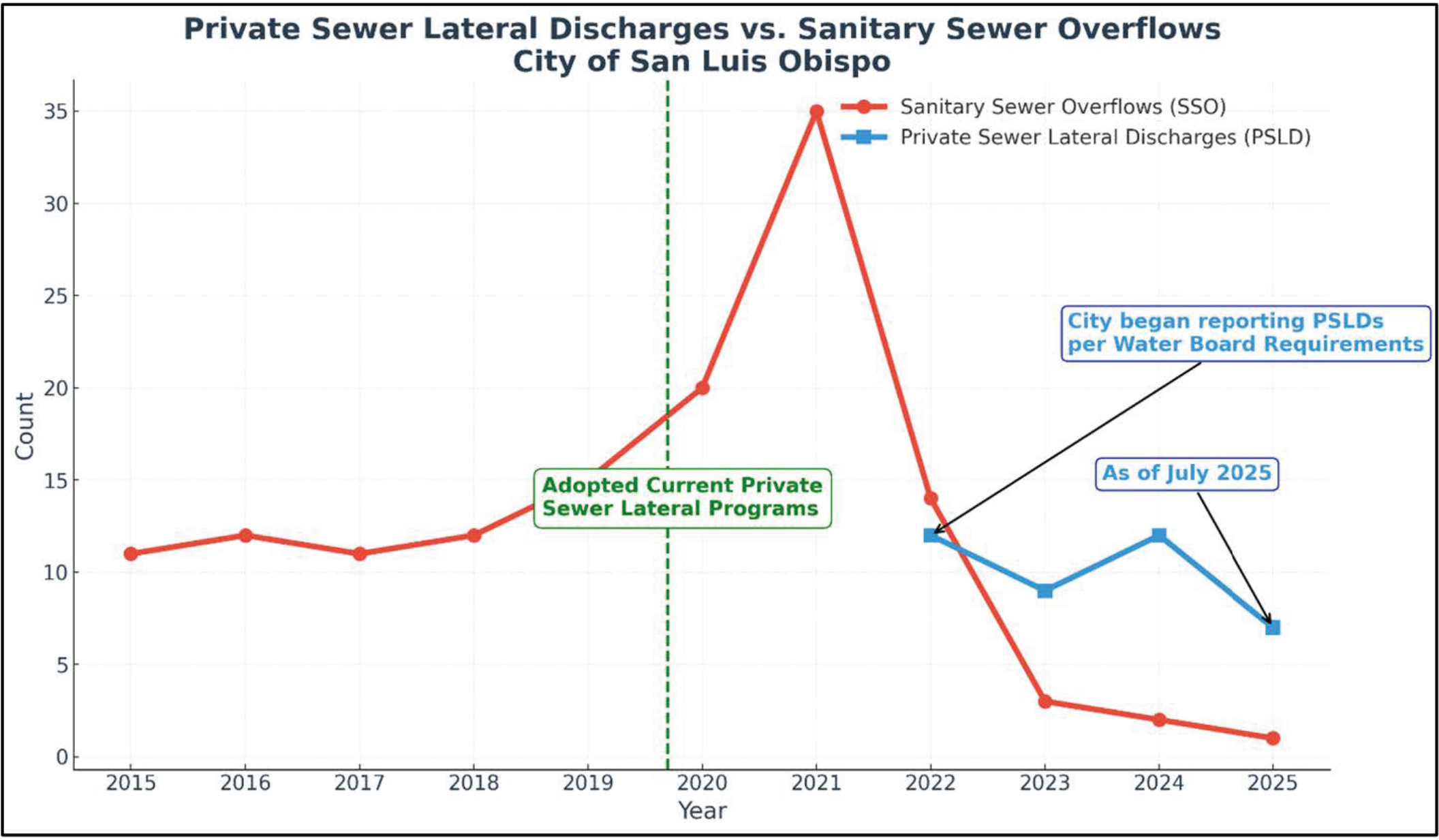
City of San Luis Obispo

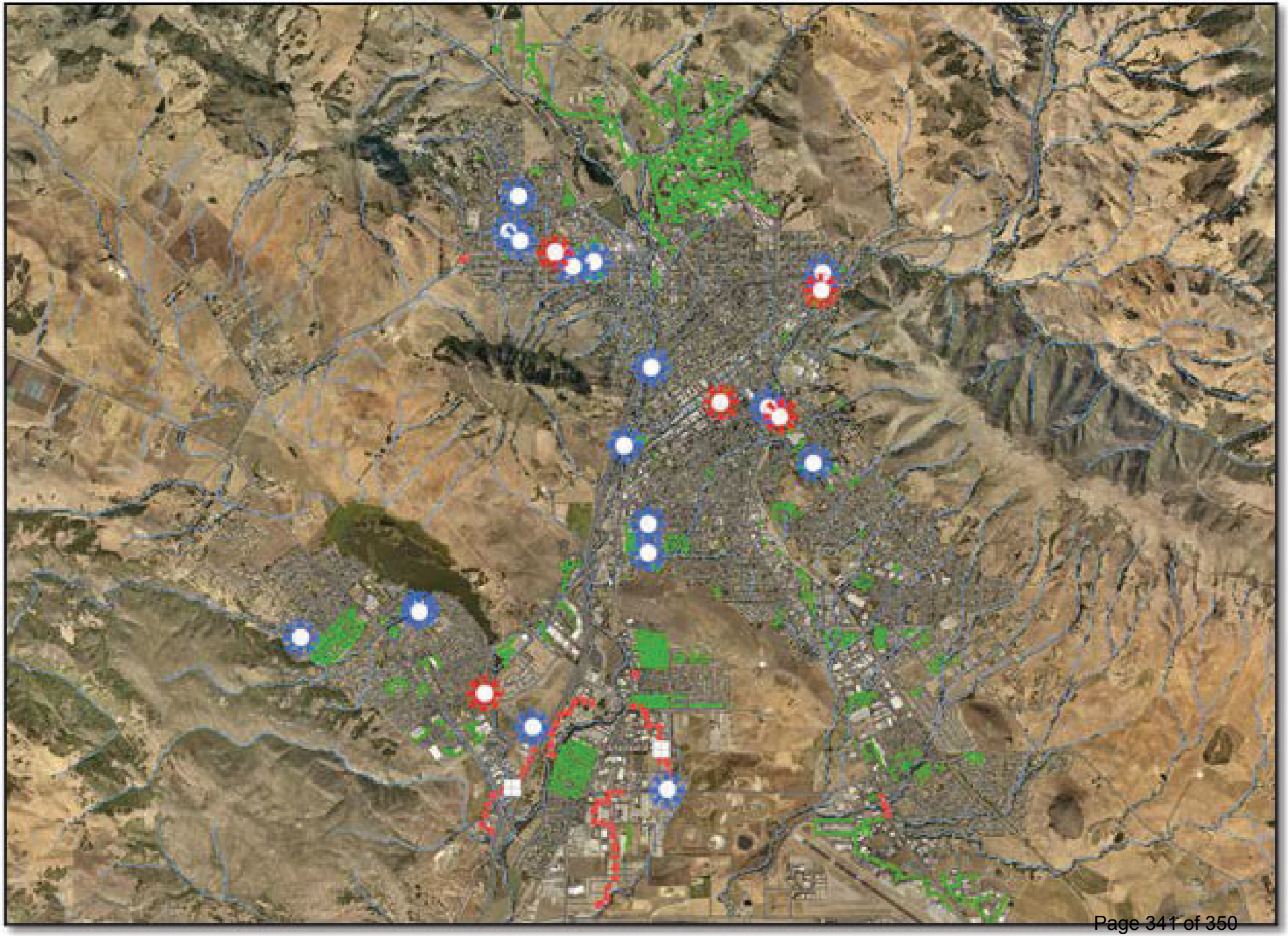
Wastewater Collection System

Infrastructure Renewal Strategy

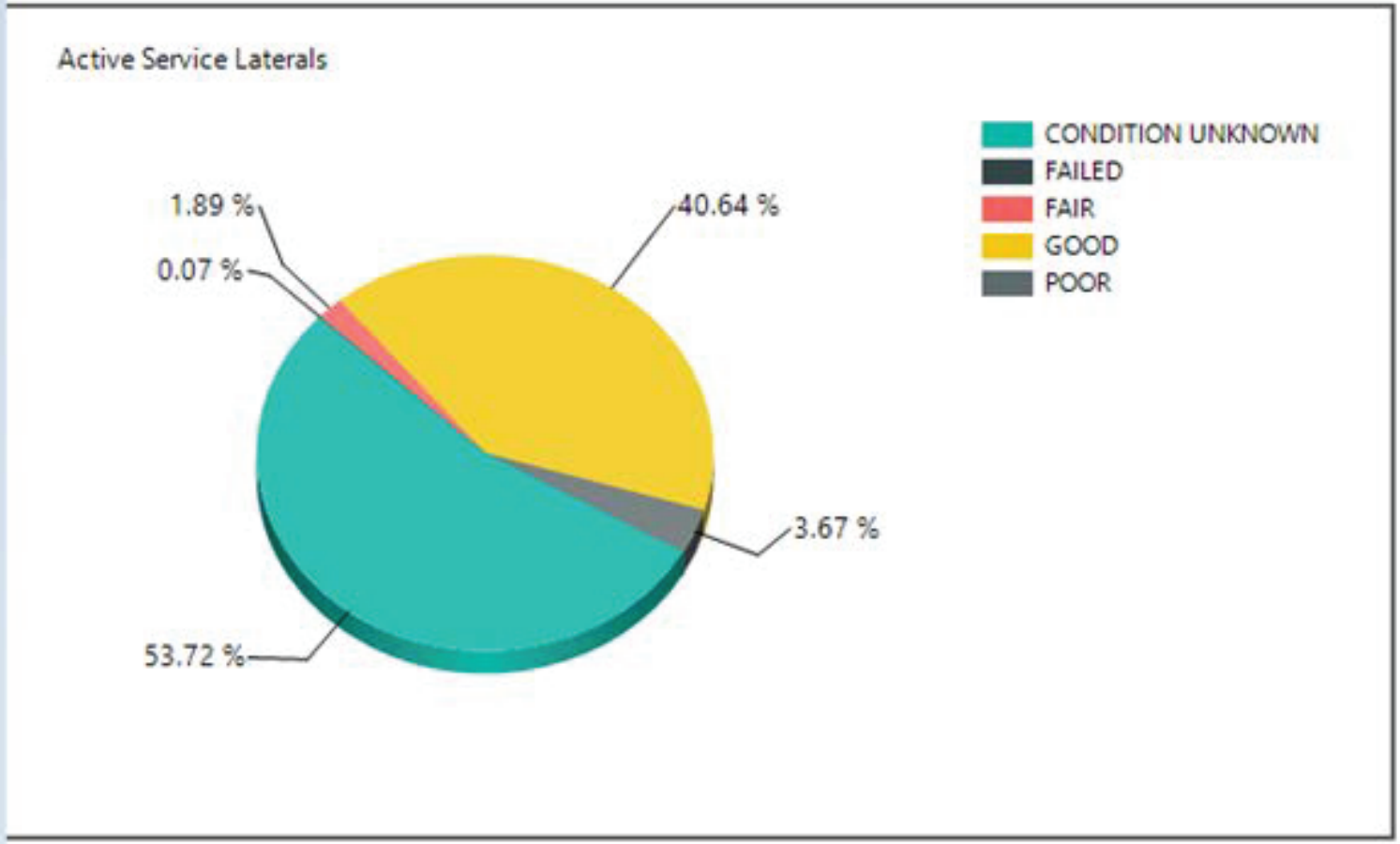
City-Identified Gravity Sewer Improvements

Figure 6-2

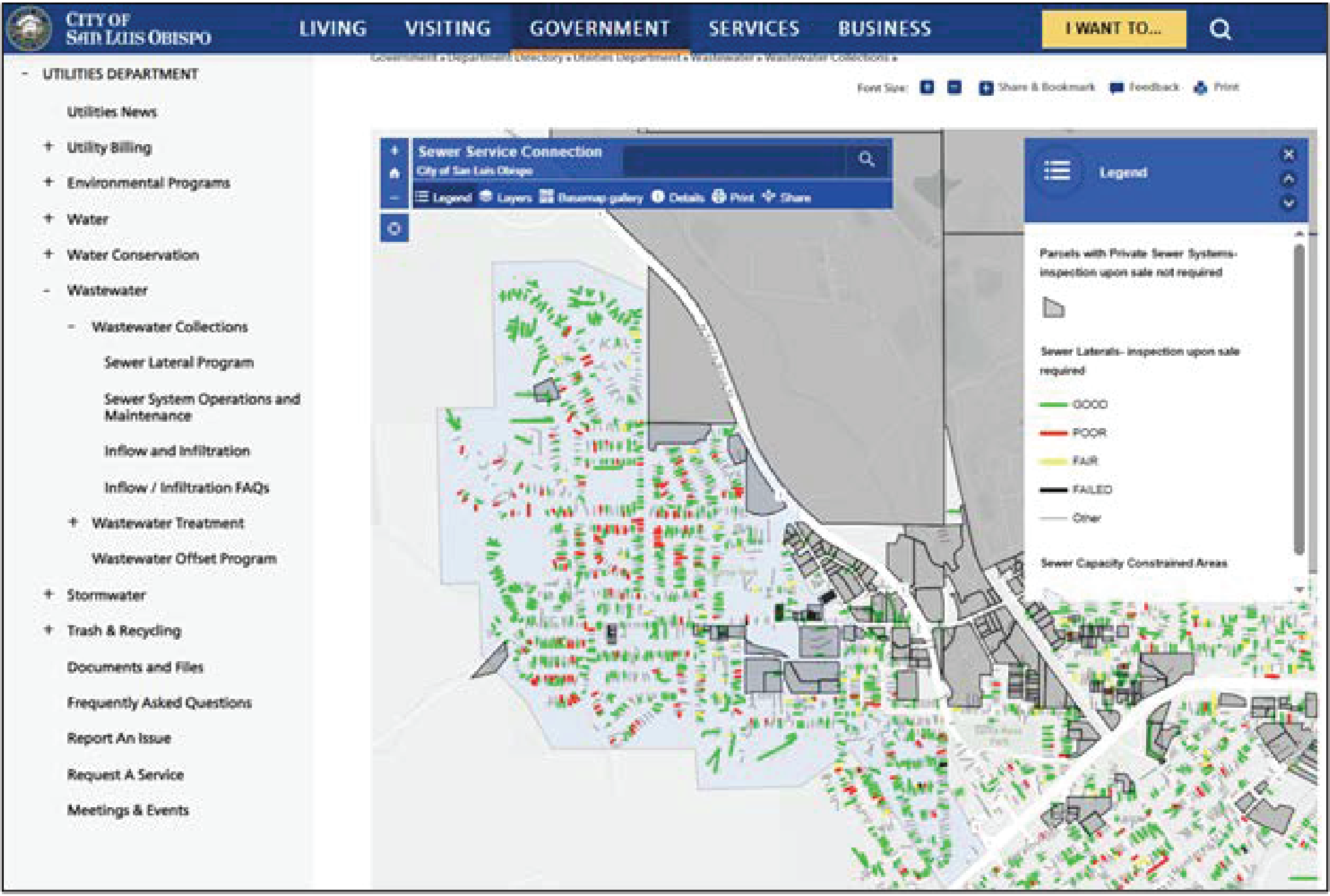

Private Sewer Lateral Discharges vs. Sanitary Sewer Overflows
City of San Luis Obispo
Sanitary Sewer Overflows (SSO)
Private Sewer Lateral Discharges (PSLD)
City began reporting PSLDs per Water Board Requirements
As of July 2025
Adopted Current Private Sewer Lateral Programs
Count
Year
0
5
10
15
20
25
30
35
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025



Sewer Lateral Condition		
Condition	**Count**	**Percent**
CONDITION UNKNOWN	7,209	53.72
FAILED	10	0.07
FAIR	254	1.89
GOOD	5,454	40.64
POOR	493	3.67
Total	**13,420**	**100**



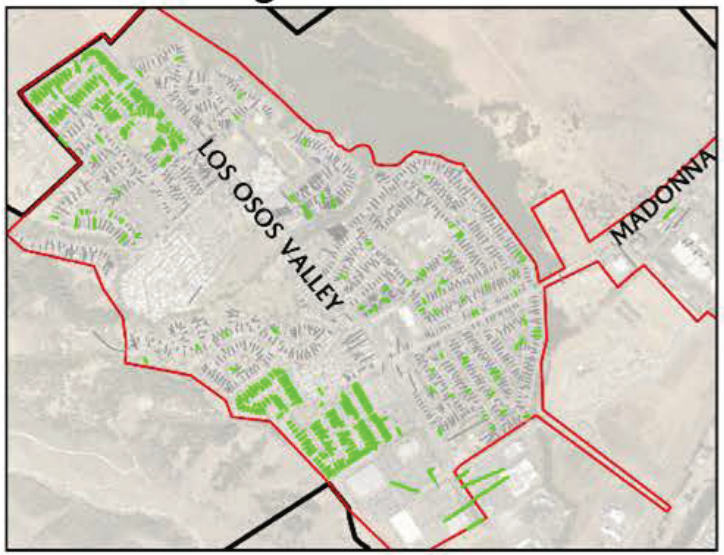
8/8/2025 12:21:10 PM


CITY OF SAN LUIS OBISPO
LIVING
VISITING
GOVERNMENT
SERVICES
BUSINESS
I WANT TO...
UTILITIES DEPARTMENT
Utilities News
Utility Billing
Environmental Programs
Water
Water Conservation
Wastewater
Wastewater Collections
Sewer Lateral Program
Sewer System Operations and Maintenance
Inflow and Infiltration
Inflow / Infiltration FAQs
Wastewater Treatment
Wastewater Offset Program
Stormwater
Trash & Recycling
Documents and Files
Frequently Asked Questions
Report An Issue
Request A Service
Meetings & Events
Sewer Service Connection
City of San Luis Obispo
Legend
Layers
Basemap gallery
Details
Print
Share
Legend
Parcels with Private Sewer Systems- inspection upon sale not required
Sewer Laterals- inspection upon sale required
GOOD
POOR
FAIR
FAILED
Other
Sewer Capacity Constrained Areas

Snapshot of Sewer Lateral Condition

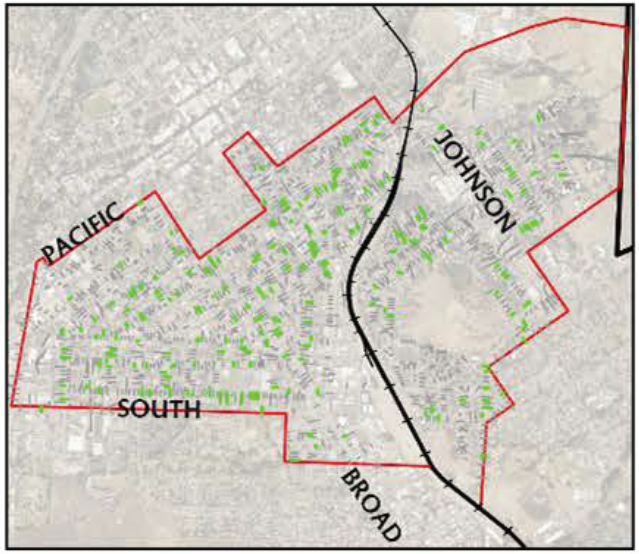
Baseline Assumption - 2015

Laguna Area



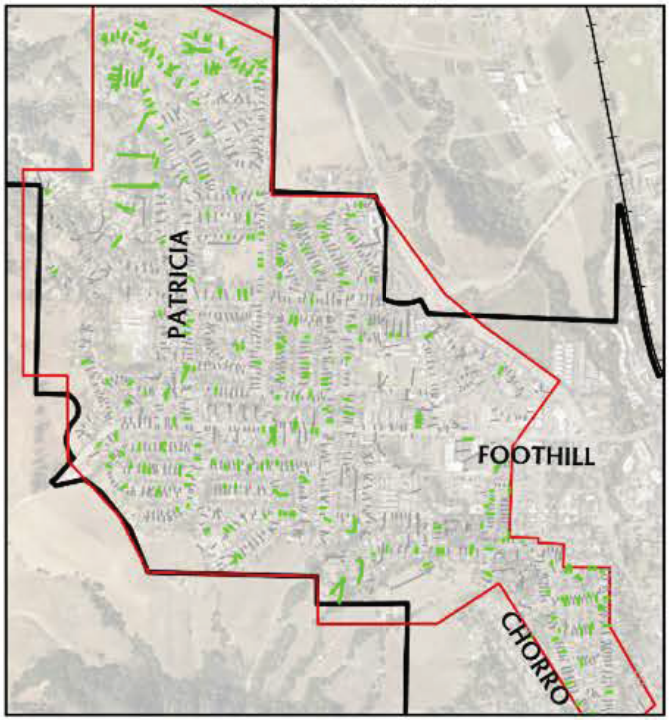
448 (~27%) assumed good laterals intersect this area

Downtown Area



217 (~13%) assumed good laterals intersect this area

Foothill Area



303 (~18%) assumed good laterals intersect this area

Assumed Good Laterals Prior to 2015

Unknown Laterals Prior to 2015

Existing Capacity Constrained Areas

SLO City Limit

Railroad Tracks

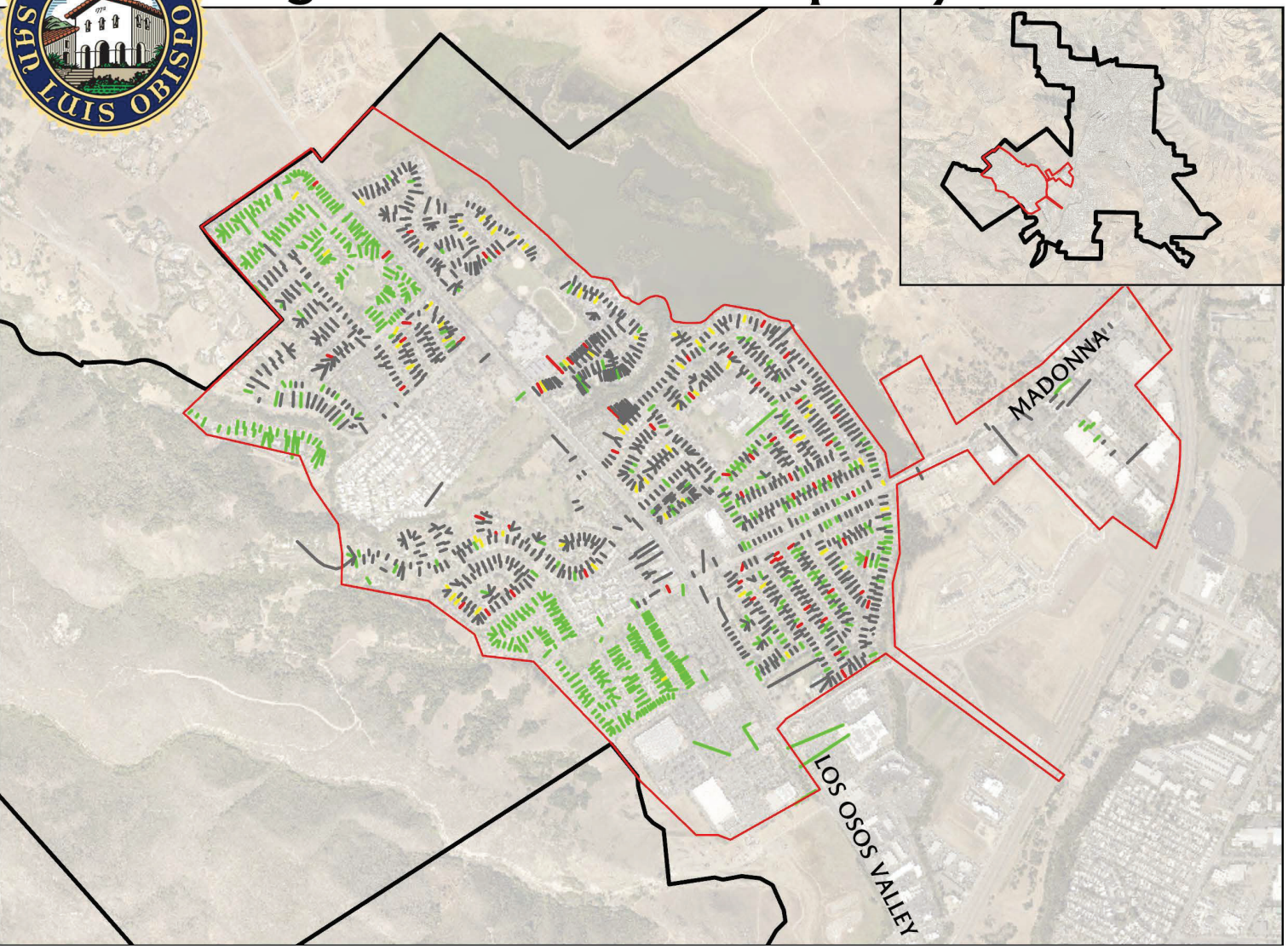
Note - laterals with "Good" status were installed prior to 2015 with plastic pipe typing.

N W E S

SLOGIS

JULY 2025

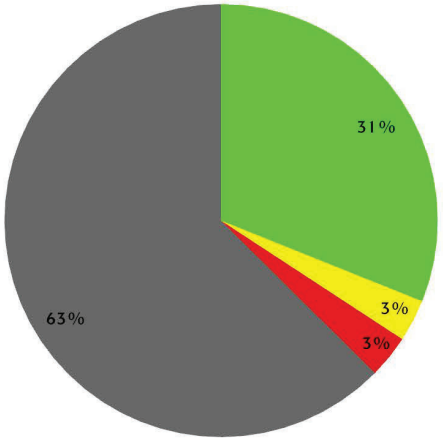
Laguna Wastewater Capacity Constrained Area



Service Laterals Condition

GOOD (583) FAIR (59)

POOR (60) NO DATA (1,174)



Capacity Constrained Areas

SLO City Limit

Capacity Constrained Areas were generated by a third party consultant. Adopted Sept. 2019.

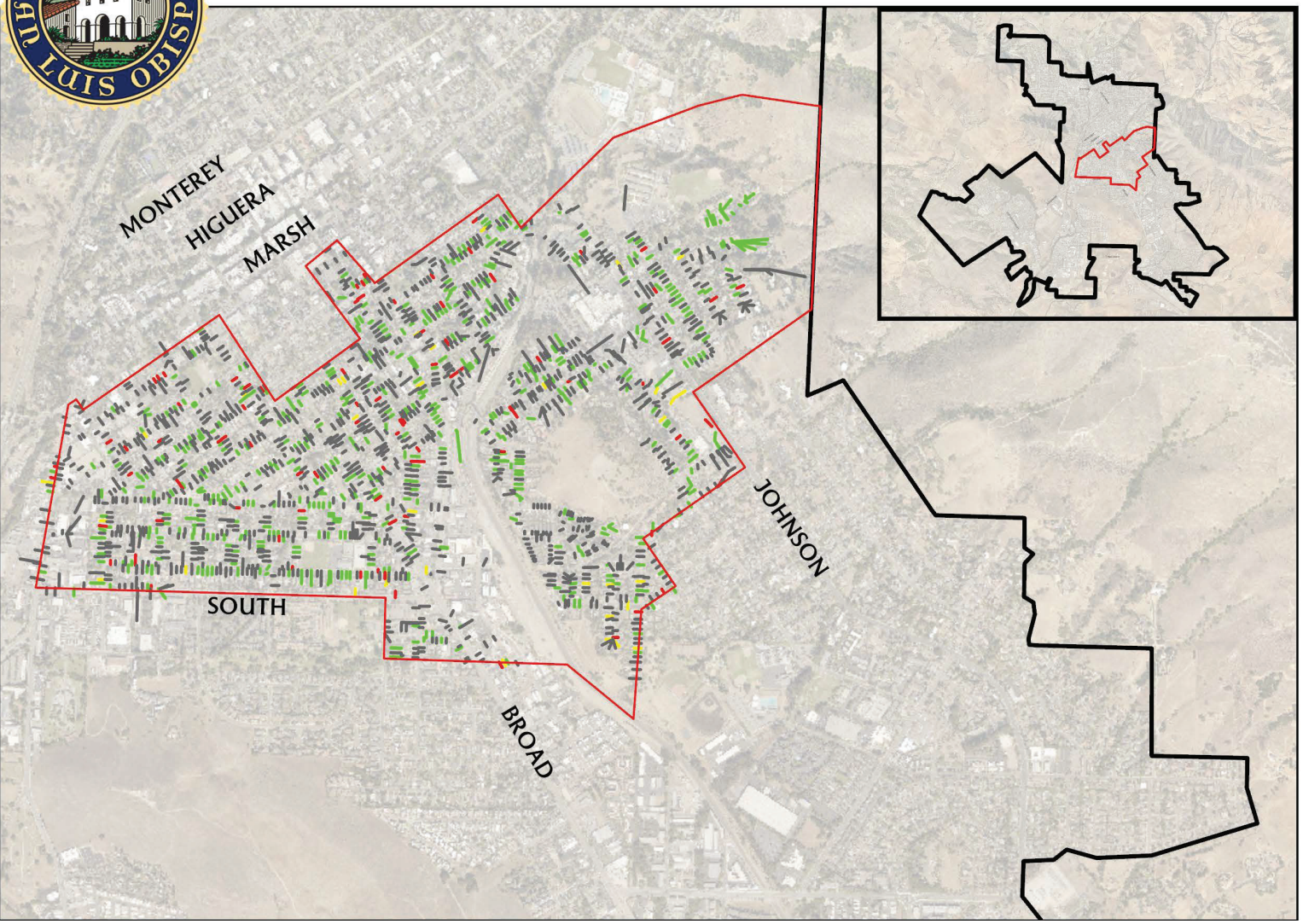
0 0.25 0.5 Miles

N
W E
S

SLOGIS

JULY 2025

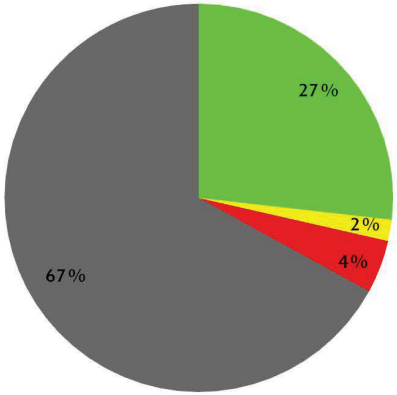
Downtown Wastewater Capacity Constrained Area



Service Laterals Condition

GOOD (485) FAIR (32)

POOR (80) NO DATA (1213)



Capacity Constrained Areas

SLO City Limit

Capacity Constrained Areas were generated by a third party consultant. Adopted Sept. 2019.

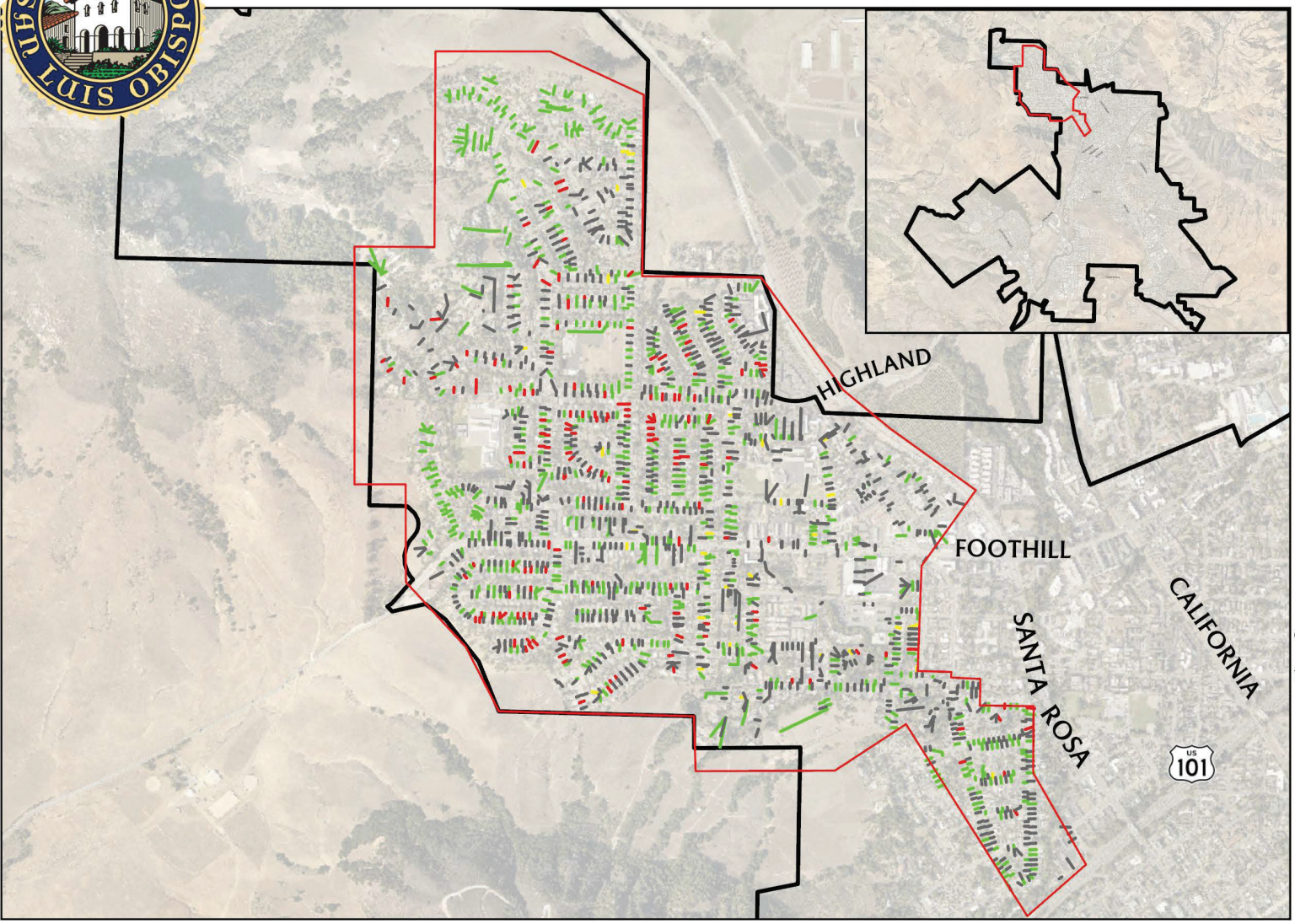
0 0.25 0.5 Miles

N W E S

SLOGIS

JULY 2025

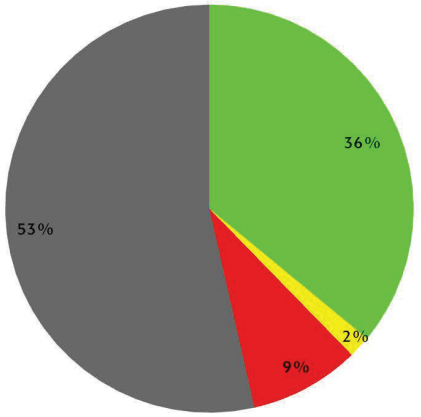
Foothill Wastewater Capacity Constrained Area



Service Laterals Condition

GOOD (663) FAIR (32)

POOR (161) NO DATA (987)



Capacity Constrained Areas

SLO City Limit

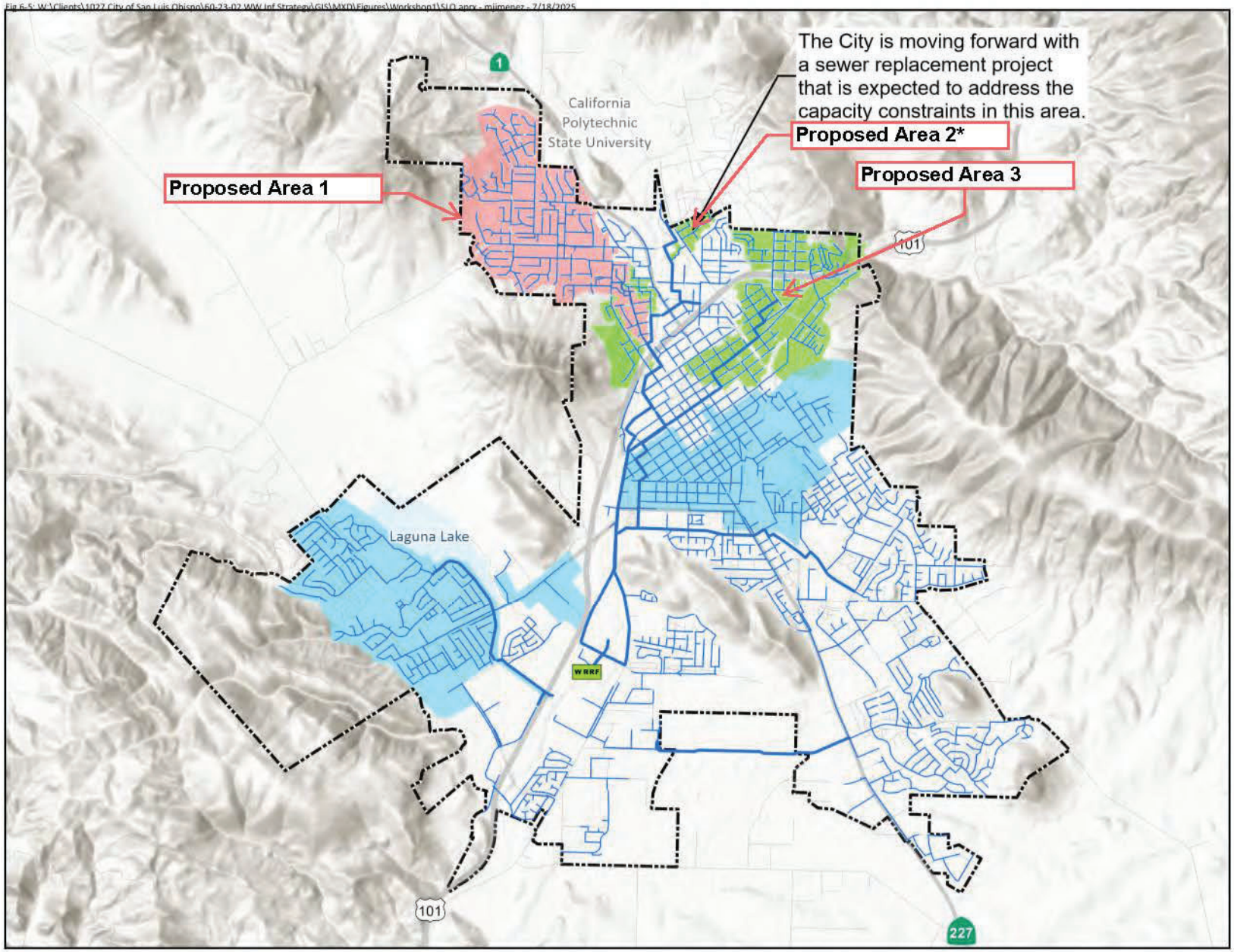
Capacity Constrained Areas were generated by a third party consultant. Adopted Sept. 2019.

0 0.25 0.5 Miles

N W E S

SLOGIS

JULY 2025



Prepared by:

WEST YOST

0 2,500 5,000 Feet

Prepared for:

City of San Luis Obispo

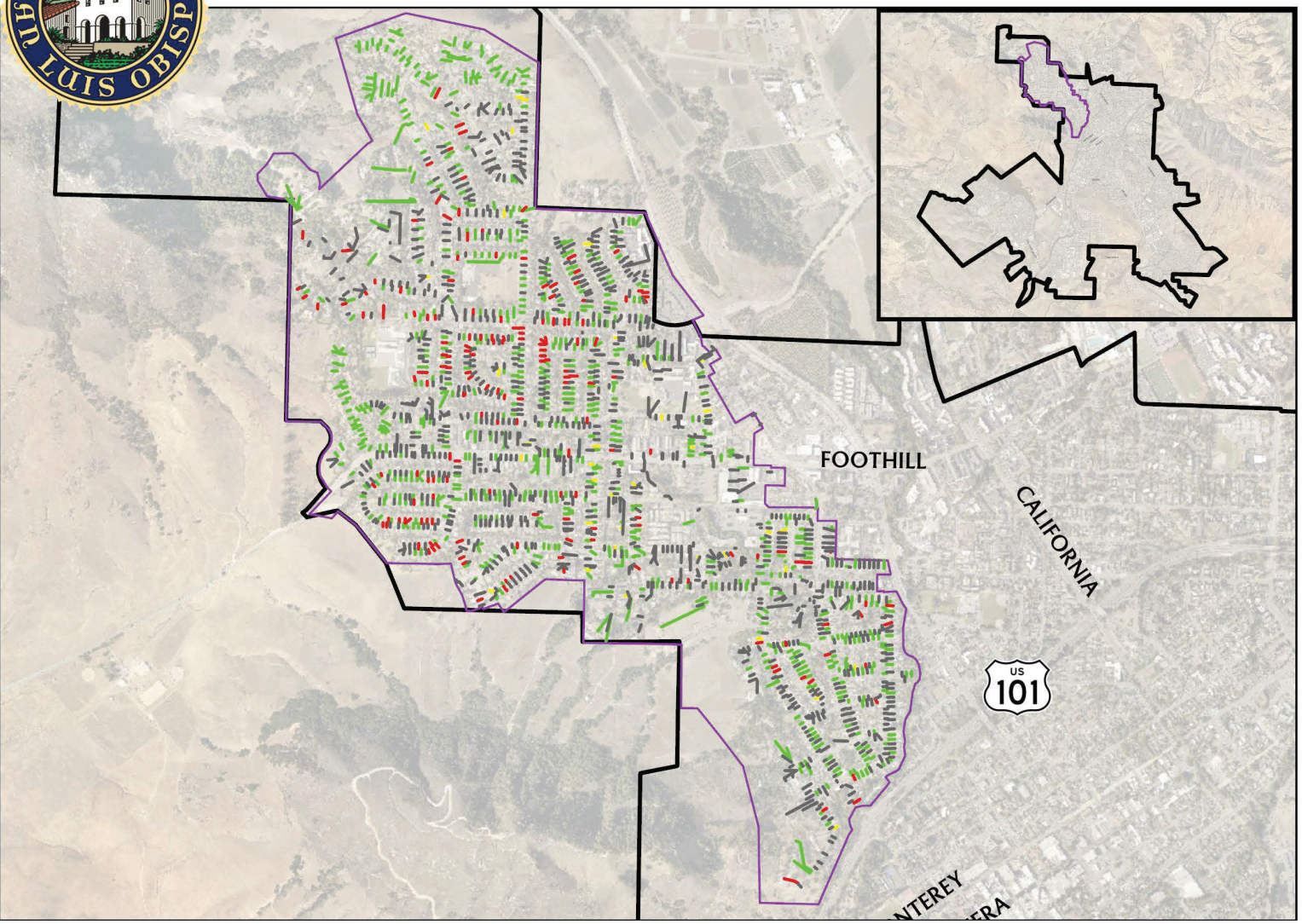
Wastewater Collection System

Infrastructure Renewal Strategy

Updated Capacity-Constrained Areas Map

Figure 6-5

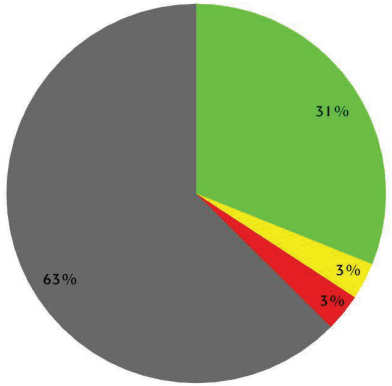
Proposed Area 1 Wastewater Capacity Constrained Area



Service Laterals Condition

GOOD (719) FAIR (35)

POOR (174) NO DATA (1,048)



Proposed Capacity Constrained Area

SLO City Limit

Capacity Constrained Areas were generated by a third party consultant. Proposed Aug. 2025.

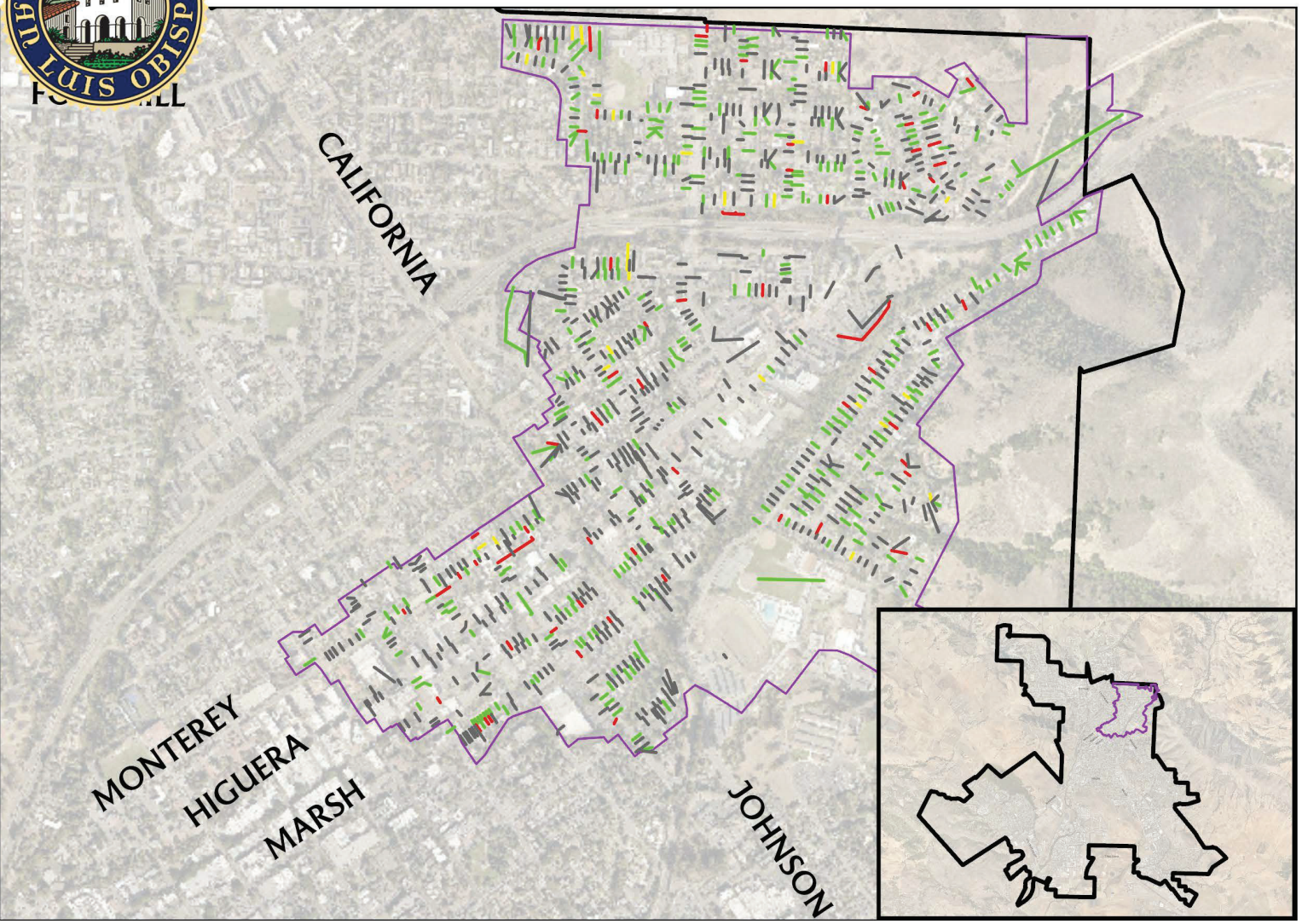
0 0.25 0.5 Miles

N
W E
S

SLOGIS

JULY 2025

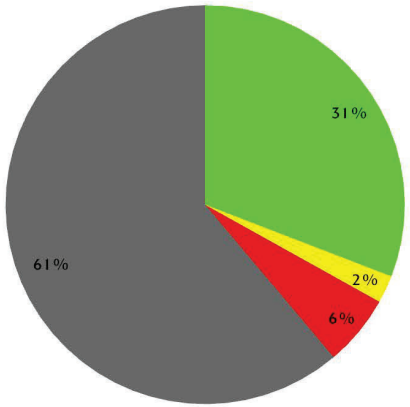
Proposed Area 3 Wastewater Capacity Constrained Area



Service Laterals Condition

GOOD (332) FAIR (24)

POOR (62) NO DATA (658)



Proposed Capacity Constrained Area

SLO City Limit

Capacity Constrained Areas were generated by a third party consultant. Proposed Aug. 2025.

0 0.25 0.5 Miles

N W E S

SLOGIS

JULY 2025