

INFORMATION ITEM

6

**LOCAL AGENCY FORMATION COMMISSION  
EXECUTIVE OFFICER'S REPORT**

FOR MEETING OF: JUNE 6, 2016

**Proposal**

Administrative Approval of a Contractual Service Agreement: City of La Mesa / Rufus and Phyllis Benbrook (Ref. No.: OAS16-08)

**Proponent**

Property Owner

**Description/Justification**

The property owner has requested approval to enter into a contractual service agreement that will allow the City of La Mesa to extend sewer service beyond its boundary and sphere of influence to an unincorporated parcel totaling approximately 0.43-acre located at 9321 Carmichael Drive, La Mesa, CA 91941 (Assessor Parcel Number 495-320-22). The subject parcel is developed with one single-family residence, which is experiencing a failing septic system.

The property owner is requesting an emergency connection to the City of La Mesa's sewer system. Although the parcel is not within the City of La Mesa's sphere of influence and is not contiguous to the City's boundaries, Government Code Section 56133 allows LAFCO to authorize a city or district to extend services outside its jurisdictional boundaries and sphere of influence to respond to an existing or impending threat to the public health and safety of the residents of the affected territory.

In a letter dated April 5, 2016, the County Department of Environmental Health confirmed that the property encountered significant damage to its leach lines as a result of recent construction activities on the adjacent parcel (495-320-40) and indicated support for connection to the City of La Mesa's sewer system. The City of La Mesa has issued a letter of sewer service availability, and has the capacity to provide sewer service from an existing line approximately 10 feet from the parcel. The property owner will finance all connection costs.

Alternately, a replacement septic system was permitted for the property; however, the County noted that the repair would be limited and the long term performance could not be guaranteed. Therefore, administrative approval for the contractual service agreement between the property owner and the City of La Mesa is recommended for the sewer service connection to avoid an impending threat to public health and safety.

In consideration of the health and safety issue, the Executive Officer administratively approved a contractual service agreement between the City of La Mesa and the subject property owner on May 11, 2016.

**General Plan/Zoning**

County of San Diego General Plan: Valle De Oro Community Plan: Semi-Rural Residential (SR-.05; 1 du/0.5 ac)

County of San Diego zoning: Rural Residential (RR; 1 du/0.5 ac)

**Location**

North of Golondrina Drive; east of Highway 125; south of Fletcher Drive; and west of El Tejado Road.

**Executive Officer Recommendation**

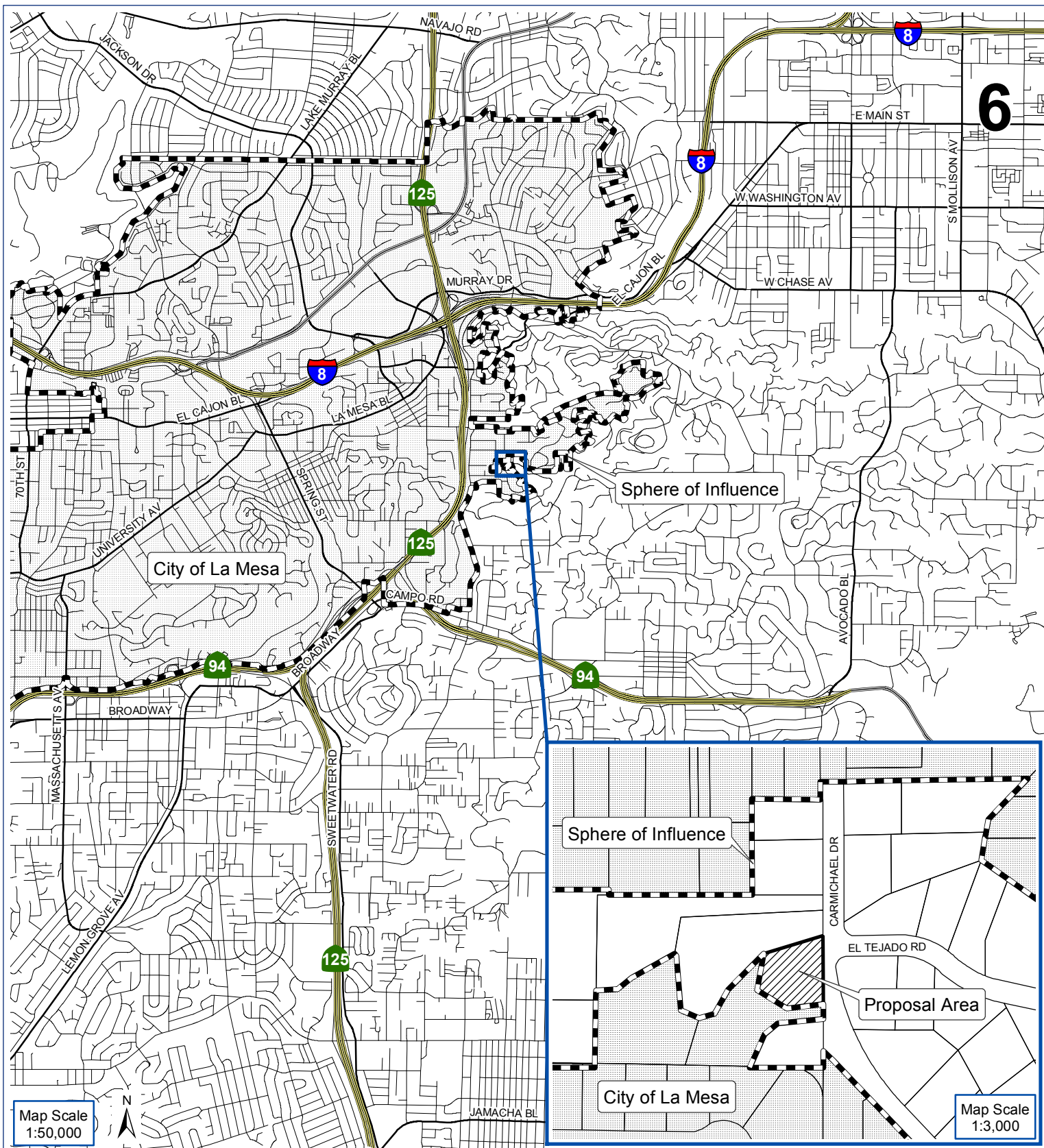
No Commission action is recommended. This item has been placed on the agenda for informational purposes.

MDO:JS:ra

**Attachments**

Vicinity Map

- A) County Department of Environmental Health, April 5, 2016 letter
- B) City of La Mesa, April 27, 2016 letter






Map Scale  
1:50,000



Map Scale  
1:3,000

OAS16-08

**PROPOSED CONTRACTUAL SERVICE AGREEMENT:  
CITY OF LA MESA / RUFUS AND PHYLLIS BENBROOK**

-  Proposal Area
-  La Mesa
-  Sphere of Influence



# County of San Diego

DEPARTMENT OF ENVIRONMENTAL HEALTH  
LAND AND WATER QUALITY DIVISION  
P O BOX 129261, SAN DIEGO, CA 92112-9261

AMY HARBERT  
ASSISTANT DIRECTOR

Date: April 5, 2016

To: Phyllis & Rufus Benbrook  
9321 Carmichael Drive  
La Mesa, CA 91941-5629

Re: Potential sewer connection and onsite wastewater treatment system for 9321 Carmichael Drive (APN 495-320-22-00)

Dear Mr. Benbrook,

I am writing this letter to explain the situation at the above referenced property. The property is ~.43 acres and has a three bedroom dwelling constructed on the parcel in the early 1960's. The property originally had rights to a "septic easement" that existed on the adjacent parcel (495-320-40). Significant portions of the onsite wastewater treatment system serving the home and the vast majority of the available reserve area were located within this easement. The easement was amended in 2009 to include only a very specific 3' wide area for the placement of the onsite wastewater treatment system. It was assumed that this was the location of the existing leach lines. A second easement, adjacent to the first, was also created in 2009 for the placement of a sewer lateral within the 5' wide easement. These recorded easement descriptions were provided to this office for informative purposes recently, but were never reviewed by the Department of Environmental Health prior to recordation.

Construction activities on the adjacent parcel (495-320-40) recently damaged a significant portion of the leach lines serving your home at 9321 Carmichael Drive. The leach lines were found to not be within the prescribed easement. The lines were backfilled to prevent any public health hazards until such time that a permanent solution to the problem could be identified. Your decision to repair the damaged leach lines with new leach lines, that exist solely within the prescribed 3' wide easement, has been evaluated and can be approved by this Department. The repair will be limited and the long term performance cannot be guaranteed. No future additions could be approved that would decrease the usable area for the placement of an onsite wastewater treatment system or increase the demand on the existing onsite wastewater treatment system. Only connection to sanitary sewer will eliminate this restriction. Future failure of the onsite wastewater treatment system may require engineering and any repairs will have to be located within the boundaries of your property, unless connection to sewer is available.

In light of the items mentioned above, it would be very favorable to acquire a sewer connection for the property. Annexation to the City of La Mesa would be required via the Local Agency Formation Commission (LAFCO) and would be supported by this office, given the situation that currently exists. If you have questions, please call or email me at your convenience.

Sincerely,

Scott Rosecrans  
REHS ,EHS III  
619-208-0337



April 27, 2016

Robert Barry  
San Diego LAFCO  
9335 Hazard Way, Suite 200  
San Diego, CA 92123

Dear Mr. Barry:

Re: Contractual Service Agreement – 9321 Carmichael Drive  
LAFCO File Number: OAS 16-08; RO16-08  
La Mesa File Number: ANX 16-01

This letter is submitted to provide background information on a request for a proposed contractual service agreement that would allow the property addressed as 9321 Carmichael Drive, in the County of San Diego, to connect with the City of La Mesa sewer system.

Address: 9321 Carmichael Drive

APN: 495-320-22-00

The City of La Mesa staff has reviewed the proposal and has worked with the applicant and their engineer. The proposal is to provide a sewer lateral from the property through 9323 Carmichael Drive and 9270 Golondrina Drive to the City's sewer main located in Golondrina Drive.

The applicant has worked with the City Engineering Department to craft a sewer service agreement. This document is drafted for recordation and has been given to the applicant (**Attachment A**). It is our understanding that the LAFCO process must be completed, therefore we have advised the applicant to contact you prior to recording the sewer service agreement so that you have the opportunity to review it.

The *Subject Agency Supplemental Information Form* will be sent under separate cover. If you have any questions regarding this matter, please contact me at 619-667-1188 or [cjacobs@ci.la-mesa.ca.us](mailto:cjacobs@ci.la-mesa.ca.us).

Sincerely,

Chris Jacobs  
Senior Planner

Attachment A: Draft Sewer Service Agreement  
(needs owner notarized signatures)

cc: File

E:\cp2016\Letters\Applications\ANX 16-01(information).doc

**RECORDING REQUESTED BY:**

La Mesa City Clerk  
FEE EXEMPT PER  
GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, RETURN TO:**

Mary J. Kennedy, City Clerk  
City of La Mesa  
P. O. Box 937  
La Mesa, CA 91944-0937

(Space Above for Recorder's Use Only)

**AGREEMENT FOR SANITARY SEWER SERVICE**

9321 Carmichael Dr. • APN: 495-320-22

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of La Mesa, a Municipal Corporation**, hereinafter referred to as the "City", and **Rufus Allen Benbrook and Phyllis Mary Benbrook, as Trustors and Trustees of the Benbrook Family Trust**, hereinafter referred to as the "Owners",

WITNESSETH:

WHEREAS, the owners desires to utilize the wastewater transportation and treatment facilities of the City for property located outside the City limits; and

WHEREAS, the City Engineer has determined that sanitary sewer service for the subject property is necessary to protect the health and safety of the areas residents; and

WHEREAS, the City has and is operating a sanitary sewer system so situated and of sufficient capacity to transport and treat the wastewater from the owner's property; and

NOW, THEREFORE, for and in consideration of the promises herein and for further good and valuable consideration hereinafter set forth, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. The property of the owners proposed to be connected to the City's sanitary sewer system, at a point approved by the City Engineer, shall be that area in a territory located outside the City and described in **EXHIBIT A** attached hereunto.

SECTION 2. The owners may discharge wastewater into the City's sanitary sewer system, from the property described in Section 1 hereof, upon condition, however, that no waste oil, acid and other matter that may be detrimental to the treatment process employed in the City sanitary sewer system, nor any storm or ground waters, shall be permitted to be discharged into said connecting line, or lines, If any permitted discharge through said sewer system is contrary to limitations provided in this paragraph, the City may make such repair, mitigation or maintenance work at the expense of the owners and the owners agrees to pay the expense of such repair, mitigation or maintenance work. Further, the Owner shall comply with all codes, ordinance or policies relating to sanitary sewer service within the City of La Mesa.

SECTION 3. The owners shall prepare plans and specifications for the development of the lot and/or lots for which the sewer system extension is required. These plans and

ATTACHMENT A

specifications shall be reviewed and approved by the Development Advisory Board prior to the review of plans and specifications for the extension of the sewer. Plan review by the Development Advisory Board shall be in accordance with current fee schedules and established procedures of the Development Advisory Board.

**SECTION 4.** If a public sanitary sewer main is required to be installed, then the owners shall prepare plans and specifications for installation of a public sanitary sewer collection system, which shall meet the City's Design Criteria and shall be approved by the City Engineer. The owners shall install public sanitary sewer main lines in the public streets or in an approved easement granted to the City, from the owner's property to the existing public sanitary sewer system. Private sanitary sewer main and/or service laterals when installed shall be by the property owners. The applicant/owners shall be responsible to acquire private sewer easements if required. In addition, charges shall be paid by owner as follows: (**\*per current fee schedule established by the City Council**).

\*A. A Development Advisory Board review fee payable to City at Planning Department.

\*B. A plan check fee based on approved Engineer's estimate for reviewing plans for sanitary sewer collection system.

\*C. An inspection fee based on approved Engineer's estimate of construction cost for inspecting construction of the public sanitary sewer collection system.

\*D. A lump sum payment to the City, representing a sewer capacity charge to connect the City's existing facilities, and a lump sum payment representing the City's current connection fee based on equivalent dwelling units shall be paid.

\*E. A yearly or monthly service charge to reimburse the City for treatment cost and maintenance of the sewer main collector system serving the property. Said service charge shall be as established by ordinance or resolution.

**SECTION 5.** The owners shall dedicate all newly constructed public sanitary sewer facilities to the City in exchange for valuable consideration and the permission to connect to the City's sanitary sewer system.

**SECTION 6.** It is understood and agreed that the City will own and maintain all public sanitary sewer systems, excluding private building laterals, installed by the Owner, which are inspected and approved by the City. Further, the City shall not be responsible or liable in any way for acts of God or any other act, or acts, beyond the control of the City which may in any way cause interruption or discontinuance of the sanitary sewer service provided for hereunder.

**SECTION 7.** The owners specifically agrees that all maintenance on the private sewer lateral from owner's premises to the public sewer main shall be Owner's responsibility.

**SECTION 8.** This agreement shall be terminated and the City shall disconnect service, upon the owner's breach of or failure to perform in terms of this agreement.

**SECTION 9.** The owners further agrees that in the event that an annexation proceeding be initiated, which includes the property described in Section 1 of this agreement, the owners will not object to inclusion in an annexation, and will be considered to be in favor of said annexation.

**SECTION 10.** The owners further agrees that no new construction, development or subdivision of property affected by this agreement shall be served by sanitary sewer extended under terms of this agreement.

**SECTION 11.** This agreement shall be binding upon any successors, heirs, or assigns of the owners.

**SECTION 12.** The parties agree that this Agreement for Sanitary Sewer Service shall be recorded in the office of the County Recorder of San Diego County and that the provisions contained herein relative to the real property described in **Section 1** shall operate as covenants and restrictions thereof.

**SECTION 13.** This agreement shall be null and void and any lien or cloud on title shall be released upon annexation of subject property to the City of La Mesa, notice of which shall be recorded.

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

\_\_\_\_\_  
Rufus Allen Benbrook                                  Date

\_\_\_\_\_  
Phyllis Mary Benbrook                                  Date

CITY OF LA MESA, a Municipal Corporation

BY \_\_\_\_\_  
Mark Arapastathos, Mayor                                  Date

BY \_\_\_\_\_  
Mary J. Kennedy, City Clerk                                  Date

Attachments:  
Exhibit A, legal description



**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF California, AND IS DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH 1/2 OF THE NORTH 2/3RDS OF THE EAST 1/2 OF THE NORTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED JULY 29, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH 2/3RDS OF THE EAST HALF OF THE NORTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 89°57'00" WEST ALONG THE SOUTHERLY LINE THEREOF 265.41 FT; THENCE NORTH 16°32'00" EAST, 95.65 FT; THENCE NORTH 72°00'00" EAST 27.86 FT; THENCE NORTH 31°24'00" EAST, 51.37 FEET; THENCE NORTH 45°26'00" EAST, 94 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 07°01'00" WEST, 69.71 FT THENCE SOUTH 55°39'00" EAST 60 FT; THENCE NORTH 84°21'00" EAST 76 FEET TO THE EASTERLY LINE OF SAID SECTION 20; THENCE NORTH 00°39'00" WEST ALONG SAID EASTERLY LINE, 138 FT TO A POINT DISTANT THEREON, 392.68 FT SOUTHERLY FROM THE EAST QUARTER CORNER OF SECTION 20; THENCE SOUTH 69°46'00" WEST, 122.67 FEET TO THE TRUE POINT OF BEGINNING.

Parcel ID: 495-320-22-00

Commonly known as 9321 Carmichael Drive, La Mesa, CA 91941  
However, by showing this address no additional coverage is provided