



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

7a

AGENDA REPORT
 Business | Action

May 4, 2026

TO: Chair Becker and Commissioners

FROM: Keene Simonds, Executive Officer
 Michaela Peters, Analyst II

**SUBJECT: Proposed Out-of-Agency Services |
 Buena Sanitation District Request to Provide Out-of-Agency Wastewater
 Services to 3144 Roadrunner Road (File No. OAS26-05)**

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider a request by the Buena Sanitation District (Buena SD) for authorization to provide extended out-of-agency wastewater services to a 0.53-acre parcel located within the City of San Marcos. The affected territory at 3144 Roadrunner Road is currently developed with a single-family residence (SFR) built in 2016. Buena SD has provided wastewater service to the existing SFR since construction under a grandfathered 1989 agreement between Buena SD and the City of San Marcos. The purpose of the request is to redirect the existing authorization directly between Buena SD and the landowner as well as extend authorization to facilitate and serve a planned accessory dwelling unit (ADU). Staff recommends approval with standard terms. Staff also recommends the Commission waive its customary practice of conditioning approval on the landowner filing a future annexation proposal with LAFCO, given local conditions as detailed in this report. Staff additionally recommends the Commission find the request qualifies as a project under the California Environmental Quality Act (CEQA) but is exempt from further review under State CEQA Guidelines Section 15319(b).

<p>Administration Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103 T 619.321.3380 E lafco@sdcounty.ca.gov www.sdlafco.org</p>	<p>Paloma Aguirre County of San Diego</p> <p>Joel Anderson County of San Diego</p> <p>Vacant County of San Diego</p>	<p>Chair Kristi Becker City of Solana Beach</p> <p>Dane White City of Escondido</p> <p>John McCann Alt. City of Chula Vista</p>	<p>Stephen Whitburn City of San Diego</p> <p>Marni von Wilpert, Alt. City of San Diego</p>	<p>Vice Chair Barry Willis Alpine Fire Protection</p> <p>Jo MacKenzie Vista Irrigation</p> <p>David Drake, Alt. Rincon del Diablo</p>	<p>Brigitte Browning General Public</p> <p>Eileen Delaney, Alt. General Public</p>
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BACKGROUND

Legislation + Local Policy

State statute requires cities and special districts to obtain LAFCO approval before providing out-of-agency services, subject to limited exemptions. Agencies may be authorized to serve outside territory within their spheres of influence in anticipation of future annexation. Outside their spheres, services may only be authorized by LAFCO in response to documented threats to public health and safety.

San Diego LAFCO's policies authorize the Executive Officer to approve out-of-agency water and wastewater service requests involving documented and direct threats to public health and safety, with such administrative approvals reported to the Commission for information only. All other out-of-agency service requests require Commission approval.

Applicant Request

Buena SD requests San Diego LAFCO’s authorization, on behalf of landowner Anne Allen, to provide extended out-of-agency wastewater service to a 0.53-acre parcel developed with an existing 2,630-square-foot SFR at 3144 Roadrunner Road within the City of San Marcos (APN 217-232-32). The subject parcel is approximately 1,200 feet from Buena SD’s jurisdictional boundary at its nearest point. An aerial map of the affected territory and its regional setting follows, with a more detailed map provided as Attachment One.



DISCUSSION

This item is for San Diego LAFCO to consider Buena SD’s request under Government Code Section 56133 to authorize extended out-of-agency wastewater service to 3144 Roadrunner Road – redirecting the existing service arrangement directly between Buena SD and the landowner and expanding capacity to accommodate a planned ADU. The Commission maintains discretion to approve the request with or without conditions, so long as any terms do not directly regulate land use, property development, or subdivision requirements. Additional discussion on purpose, land uses, and applicable sphere considerations follows.

Purpose

The purpose of the request is twofold: 1) to formally redirect under LAFCO's statutory authority the existing out-of-agency wastewater service arrangement – currently authorized under the 1989 Buena SD/City of San Marcos agreement – to a direct service relationship between Buena SD and the landowner; and 2) to authorize extended service to accommodate a planned ADU. The timing of the request ties to the landowner soliciting a will-serve letter from Buena SD as part of the ADU permitting process required by the City of San Marcos.

Current and Planned Land Uses

The affected territory comprises one parcel currently developed with a SFR built in 2016. The City of San Marcos designates the parcel with an Estate (R-1-20) zoning assignment, which sets a minimum lot size of 20,000 square feet (0.46 acres) and allows a maximum density of two units per acre. The planned ADU would comply with these allowances, maximizing the permissible density on the parcel.¹

Applicable Sphere Considerations

The affected territory lies outside Buena SD’s transitional sphere – also referred to as a zero sphere – which LAFCO approved in 1984 in recognition the District’s service responsibility should ultimately be assumed by the City of Vista. The implications of this designation for the present request are discussed in the Analysis below.

ANALYSIS

The following analysis addresses two sequential policy considerations for San Diego LAFCO in considering the merits of Buena SD’s request to provided extended out-of-agency wastewater services to the affected territory: (a) timing of the service request and (b) whether discretionary terms are appropriate.

¹ The affected territory is not within a disadvantaged unincorporated community (DUC).

Policy Consideration | Timing of the Out-of-Agency Wastewater Service

The Commission must determine whether extending municipal wastewater service is merited and readily available, and whether out-of-agency extension is the appropriate mechanism given local conditions. Staff's analysis of these factors follows.

- Need and Availability of Service

The affected territory consists of a 0.53-acre parcel located within an urbanized area of the City of San Marcos and developed with a SFR. Buena SD currently provides wastewater service to the existing residence pursuant to a 1989 out-of-agency service agreement between Buena SD and the City of San Marcos. Buena SD's request seeks LAFCO approval to redirect this existing service arrangement to a direct relationship with the landowner and authorize additional wastewater service to accommodate the planned construction of an ADU.

Buena SD's wastewater service is readily available to the affected territory. The existing SFR generates an estimated demand of approximately 196 gallons per day. Following construction of the ADU, total maximum average day wastewater demand is projected to increase to 333 gallons per day.² This increase can be readily accommodated without adverse impacts, as it would represent approximately 0.033% of the system's existing available capacity.

- Out-of-Agency Service v. Annexation

Annexations are the preferred method under LAFCO law for implementing boundary changes that formalize the relationship between land and service providers, unless local conditions suggest otherwise. In this case, local conditions justify an out-of-agency service extension as the most effective means to provide wastewater services to the affected territory; annexation would not be orderly or efficient at this time. Most notably, Buena SD's transitional sphere was established in 1984 with the expectation the District's service responsibility would ultimately be assumed by the City of Vista. Given the affected territory lies within the City of San Marcos, and a land swap between the cities is improbable, the out-of-agency service extension is the appropriate mechanism to meet the immediate service need while preserving alignment with the Commission's long-term planning goals.

² Buena SD's average daily demand per Equivalent Dwelling Unit (EDU) is 196 gallons per day (gpd). A single-family residence is assigned 1.0 EDU (196 gpd), while an accessory dwelling unit (ADU) is assigned 0.7 EDU (137 gpd). The property currently has 1.0 EDU for the existing residence and will add 0.7 EDU for the ADU, resulting in a total demand of 1.7 EDU (333 gpd).

Policy Consideration |

Potential Terms

Staff supports conditioning approval to limit service to two residential units (the existing single-family residence and one accessory dwelling unit). Standard approval terms otherwise apply, including payment of any outstanding fees per the San Diego LAFCO fee schedule. Staff further supports the Commission departing from its customary practice of conditioning approval on the landowner filing a future annexation proposal with LAFCO. As discussed above, Buena SD's transitional sphere anticipates eventual absorption by the City of Vista, and the affected territory sits within the City of San Marcos. A land swap between the two cities is improbable. Under these circumstances, a future-annexation condition is not actionable, and staff believes proceeding without it better reflects known local conditions.

RECOMMENDATION

It is recommended San Diego LAFCO conditionally approve Buena SD's request — redirecting and extending out-of-agency wastewater service to 3144 Roadrunner Road for the existing single-family residence and one accessory dwelling unit — subject to the scope and conditions described in this report. This recommendation and its supporting CEQA finding are consistent with Alternative One below.

ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO and can be accomplished through a single-approved motion.

Alternative One (recommended):

- a) Approve the requested out-of-agency wastewater service authorization allowing Buena SD to provide service to the affected territory at 3144 Roadrunner Road — redirecting the existing service arrangement to a direct relationship with the landowner and extending capacity to accommodate a planned ADU — subject to the scope and conditions set forth in this report.
- b) Find the request qualifies as a "project" under the California Environmental Quality Act but is exempt from further review under State CEQA Guidelines Section 15319(b), given no more than four dwelling units are planned for development.

Alternative Two:

Continue item to a future meeting.

Alternative Three:

Disapprove the request.

PROCEDURES

This item has been placed on the agenda for action as part of San Diego LAFCO's business calendar. The following procedures are suggested in the consideration of this item:

- 1) Receive verbal report from staff unless waived.
- 2) Discuss item and consider recommendation.

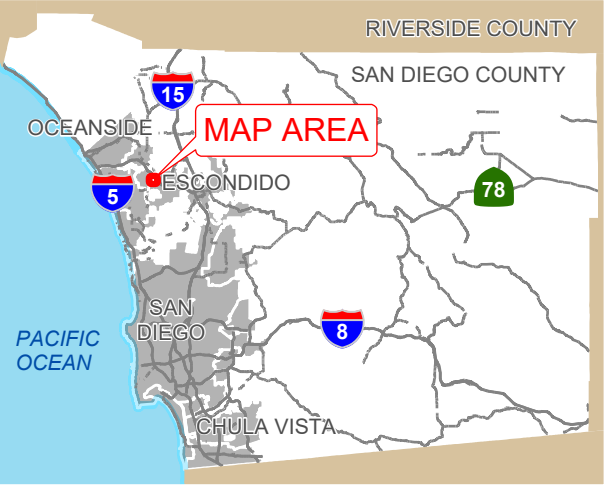
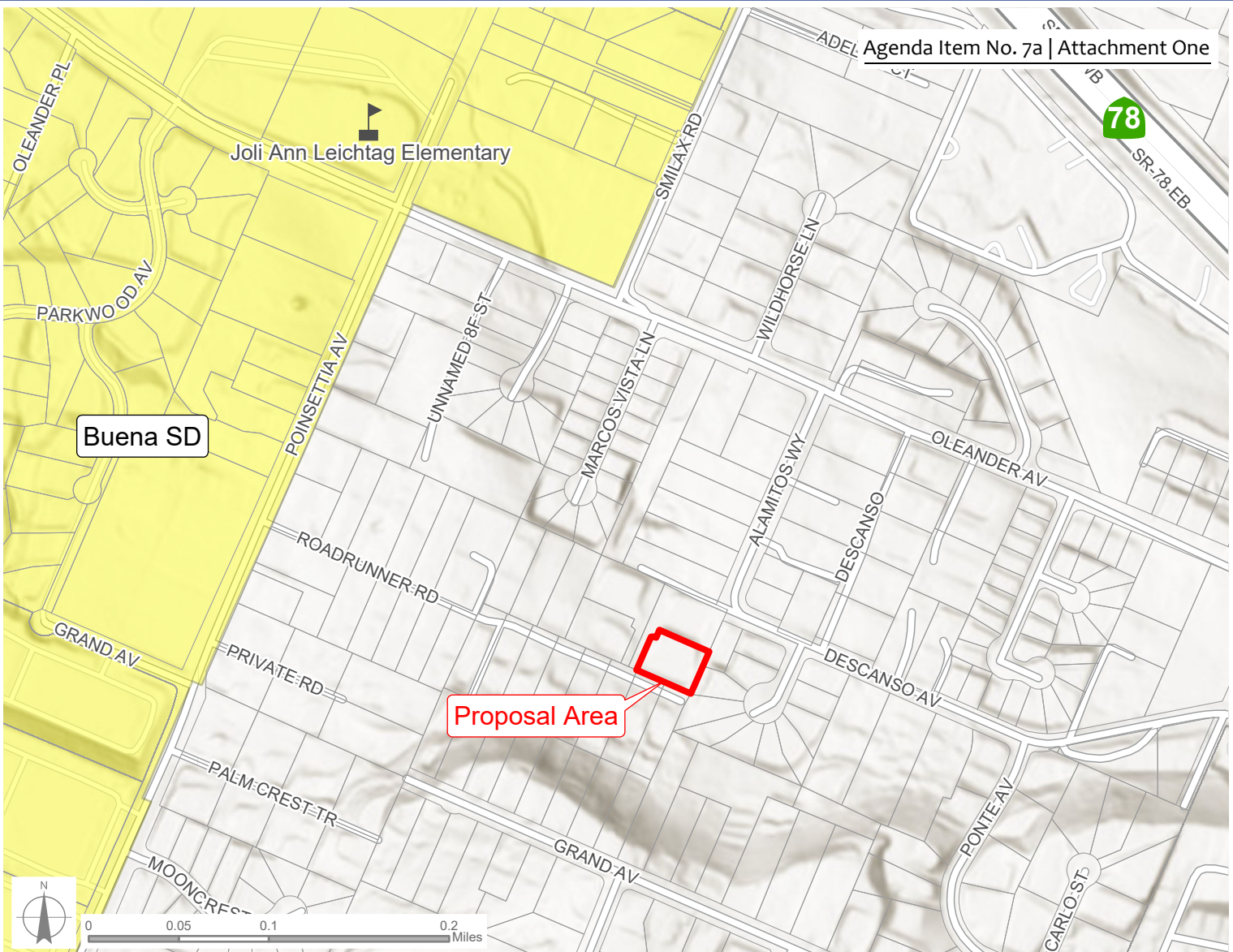
On behalf of the Executive Officer,



Michaela Peters
Analyst II

Attachments:

- 1) Map of the Affected Territory
- 2) Related Requested Documents



OAS26-05 "3144 ROADRUNNER ROAD OUT-OF-AGENCY WASTEWATER SERVICES" | BUENA SANITATION DISTRICT

- Proposal Area
- Buena SD



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 Created by Dieu Ngu -- 4/15/2026

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CONTRACTUAL SERVICE AGREEMENT APPLICATION FORM

In addition to the materials required for any change(s) of organization, submit the following items:

1. One copy of either an approved Resolution of the City Council/District Board of Directors or a letter from the City Manager/District General Manager requesting approval for a contractual service agreement.
2. One copy of the contract or agreement stipulating the terms and conditions of extending service to the property signed by the property owner(s) and the agency that is to provide the service.
3. LAFCO processing fee. Contact the LAFCO office or refer to fee schedule.

Print/Type Name: _____

Property Address: _____

Phone #: _____ Date: _____

This application is used by LAFCO staff to provide supplemental information for contractual service agreement requests.

1. What type or types of public service(s) will be provided? _____
2. Why is the service needed? If the service agreement is in response to an emergency health and safety situation, such as a failed septic system, provide information documenting the circumstances (e.g., letter from the County Department of Environmental Health).
3. If a jurisdictional change, such as annexation, is not possible at this time, explain the circumstances that prevent annexation and when the jurisdictional change is anticipated. _____
4. Are there any jurisdictional issues associated with the YES NO proposed contractual service agreement?
(If yes, please complete the LAFCO [Policy L-107 form](#))

San Diego Local Agency Formation Commission
2550 Fifth Ave., Suite 725
San Diego, CA 92103
(619) 321-3380



January 29, 2026

San Diego County LAFCO
Attn: Keene Simonds
2550 Fifth Avenue, Suite 725
San Diego, California 92103

Re: Out of Area Service Agreement Request – 3144 Roadrunner Rd., San Marcos, CA

Dear Mr. Simonds,

The Buena Sanitation District is requesting approval from San Diego LAFCO to provide wastewater services to an existing single-family residence and a new accessory dwelling unit at 3144 Roadrunner Rd., San Marcos, CA (APN 217-232-32-00) which is outside of the Buena Sanitation District boundary.

The existing residence is currently served by Buena Sanitation District and has been since its construction in 2016. The new accessory dwelling unit will connect to the existing onsite plumbing with no new service connections. Pursuant to the August 1989 Agreement between the City of San Marcos and Buena Sanitation District, and the 2007 Amendment, BSD is willing to offer sewer service to this property. The agreement will be memorialized with an Out-of-Area Sewer Service Agreement, recorded in the office of the County Recorder.

Pursuant to direction received from your office, a check for \$2,021.50 is included with this request for the application and CEQA fees.

I appreciate your consideration in this manner. Please feel free to reach out to Steve Nowak at 760-643-5403 or snowak@vista.gov with any questions you may have.

Sincerely,


John Conley
District Manager

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF SAN MARCOS AND BUENA SANITATION
DISTRICT EMPOWERING DISTRICT TO PERFORM SERVICES FOR CITY**

This First Amendment to Agreement Between The City of San Marcos and Buena Sanitation District Empowering District To Perform Services for City dated August 8, 1989 ("Agreement") is entered into as of June 1, 2007 ("Amendment") by and between the City of San Marcos, a chartered municipal corporation, (hereinafter referred to individually as "CITY") and the Buena Sanitation District, a county sanitation district (hereinafter referred to individually as "BSD" or "DISTRICT" and collectively as "PARTIES"), with respect to the following facts:

RECITALS

1. The DISTRICT currently provides sewer services to a limited number of property owners located within the CITY pursuant to the Agreement.
2. The purpose of this Amendment is to more fully define the duties of each of the Parties with respect to the collection of fees and charges relating to the sewer services provided to the property owners within the CITY.
3. An additional purpose of the Amendment is to fully define the duties of the Parties with respect to sewer spills occurring within the area in the City served by BSD.
4. The PARTIES agree that authorizing BSD to collect sewer service fees and charges directly from the CITY'S property owners subject to the terms and conditions of this Amendment will result in a more efficient operation of the sewer sanitation collection system.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants set forth herein, the CITY and BSD agree:

ARTICLE I: COLLECTION OF CHARGES

- A. The CITY has the primary responsibility for collecting sewer service fees and charges from property owners within its jurisdiction. The CITY hereby requests and authorizes BSD to directly levy sewer fees and charges to CITY property owners served by DISTRICT pursuant to this Agreement on behalf of the CITY and in the same amount and manner as for all other customers of BSD, including, but not limited to, the imposition and collection of fees and charges for sewer connection, plan check and inspection fees; emergency responses; and the placement of fees and charges on the property tax roll. The full payment of which shall go to reimburse the DISTRICT for the provision of sewer services on behalf of the CITY.
- B. In the event the sewer service fee or charge cannot be placed on the property tax roll of the property served, or non-payment or protested payment, BSD shall invoice the CITY who will pay BSD fees and charges on the behalf of the property owner. CITY may take any means available to collect the delinquent sewer fee or charge from the property owner directly and may request additional BSD support services such as service disconnections.
- C. BSD hereby agrees to provide the requested services and to provide due notice any time rates or charges are changed to facilitate the CITY'S annual adoption of charges as required by law.

ARTICLE II: ACCOUNTING AND AUDITS

BSD shall maintain full financial records showing all expenses associated with or related to the services covered hereby. These records shall conform to generally accepted accounting principles of the United States, and shall be examined by a certified public accountant as a part of BSD's annual audit.

ARTICLE III: LIABILITY

The CITY shall, to the fullest extent allowed by law, indemnify, defend and hold BSD, their officers, directors, agents and employees, harmless from any and all claims, demands, liens, actions, liabilities, costs, and expenses, including attorneys' fees, based upon or arising out of or claimed to have arisen out of any act or omission by BSD related to this Memorandum, other than actual intentional or otherwise willful misconduct of an BSD employee, officer or agent.

The CITY also agrees to hold harmless and defend such agencies and BSD, their officers, agents, and employees with respect to claim or legal proceedings or judgment made, filed, or presented against the foregoing, by reason of the CITY's or their officers', agents', or employees' negligence, intentional or otherwise willful misconduct during the term of this Memorandum.

ARTICLE IV: SEWER SPILL RESPONSE AND MUTUAL AID

It is understood that by State law BSD is responsible for responding to and reporting all spills and is liable for all spills caused by the public sewer main, and that the CITY is responsible for protection of its municipal separate storm sewer systems and enforcing plumbing and building codes. The parties agree that the indemnification and hold harmless provisions of Article III (Liability), above, do not apply to the obligations set forth in the preceding sentence. The private property owner is responsible for maintaining the private lateral and is liable for any spills caused by said lateral. Any backcharges or adjustments shall be made in accordance with Article I. The PARTIES hereby agree to coordinate, openly communicate, and mutually assist each other in meeting spill response and reporting obligations. The PARTIES agree to reflect these responsibilities in internal operational policies and procedures which shall be subject to review upon request of the other party.

ARTICLE V: DURATION OF MEMORANDUM; TERMINATION

This Memorandum shall be in effect immediately upon execution by the Parties and remain in effect until the AGREEMENT is terminated by either party according to Article 15 of the AGREEMENT.

ARTICLE VI: NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments, terminations, or designations hereunder shall be given in writing and addressed to the Buena Sanitation District Manager at 600 Eucalyptus Avenue, Vista, CA 92085-1988; and the City of San Marcos City Manager at City of San Marcos, 1 Civic Center Drive, San Marcos, CA 92069.

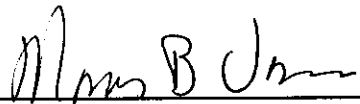
The provisions hereof shall be binding upon and shall inure to the benefit of the successors of the parties. The agreement may not be assigned by any party without the written consent of the other parties.

ARTICLE VIII: GOVERNING LAW

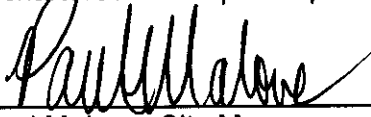
The entire agreement is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

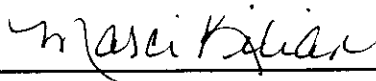
BUENA SANITATION DISTRICT,
a county sanitation district

By: 
Morris B. Vance, Chairman

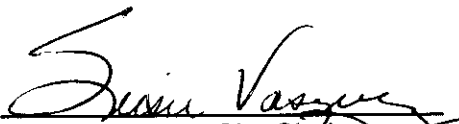
CITY OF SAN MARCOS
a chartered municipal corporation

By: 
Paul Malone, City Manager

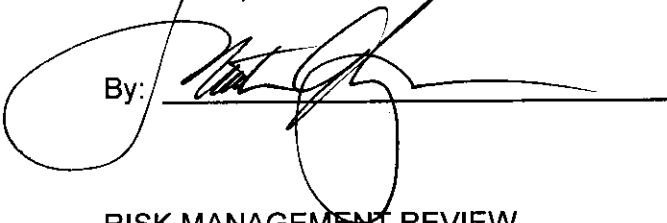
ATTEST:
Marci Killian, Clerk of the Board

By: 

ATTEST:


Susie Vasquez, City Clerk

APPROVED AS TO FORM:
Darold Pieper, District Counsel

By: 

APPROVED AS TO FORM:
Helen Holmes Peak, City Attorney

By: 

RISK MANAGEMENT REVIEW
Steve Dunn, Administrative Services Director

By: 

BETWEEN THE CITY OF SAN MARCOS
AND
BUENA SANITATION DISTRICT
EMPOWERING DISTRICT TO PERFORM SERVICES FOR CITY

This agreement is entered into this 8th day of August, 199, by and between the City of San Marcos, a political subdivision of the State of California, hereinafter referred to as the City and the BUENA SANITATION DISTRICT, a county sanitation district, hereinafter referred to as the District.

WITNESSETH:

WHEREAS, the City and the District are authorized by Government Code Section 38900 and Health and Safety Code Section 4741 respectively, to construct, operate, maintain and repair sewage disposal systems within their respective boundaries; and

WHEREAS, Sections 6500, et seq., Government Code, authorize the City and the District, by agreement entered into respectively by them, jointly to exercise any power or powers common to them both; and

WHEREAS, THE District presently has a competent staff trained to design, construct and operate sewage disposal systems while the City does not have such a staff;

NOW THEREFORE, The City and the district hereby agree as follows:

1. Whenever the term "Buena Sanitation District" or "District" is used herein, it shall mean the Board of Directors of the Buena Sanitation District, a county sanitation district, acting for and on behalf of the Buena Sanitation District. Acts to be performed by the Buena Sanitation District shall be accomplished by such agents or representatives (herein or hereafter designated) of the District shall be accomplished by such agents or representatives (herein or hereafter designated) of the District as are or may be from time to time authorized by the Board of Directors.

2. Whenever the term "City of San Marcos" or "City" is used herein, it shall mean the City Council of the City of San Marcos acting for and on behalf of the City of San Marcos. Acts to be performed by the City of San Marcos shall be accomplished by such agents or representatives (herein or hereafter designated) of the City as are or may from time to time be authorized by the City Council.

3. As used herein, the term "shall" shall be mandatory; the term "may" shall be permissive.

4. The Director of Department of Public Works of the County of San Diego is hereby empowered to act as Engineer of the District unless some other person is appointed Engineer by the Board of Directors of the District.

5. The District, upon request or direction of the City, may prepare all reports ordered by the City pursuant to Section 4748 of the Health and Safety Code or other provision of the County Sanitation District Act or other law.

6. The District, upon request or direction of the City may prepare plans, specifications, contract documents and do all other things necessary for or incidental to the preparation for the construction of a sanitary sewer system including sewage treatment plants, sewer lines, and all things appurtenant or incidental thereto, and, for that purpose, may conduct preliminary negotiations with other persons and public agencies which may be concerned in such construction and may employ experts, consultants and other persons and corporations to facilitate the preparation of such plans and specifications.

7. The District, upon request or direction of the city may perform all services necessary or convenient to acquire for the City by gift, purchase, condemnation or otherwise, any real property including leases and rights-of-way, any permits and any personal property, and may employ experts, consultants and other persons and corporations to facilitate the performance of such services.

8. The County Purchasing Agent acting as purchasing agent of the District and in furtherance of this agreement, when requested by the City, is authorized to make purchases and engage independent contractors to perform sundry services on behalf of the City and to cause said purchases and services to be paid for out of the City's funds.

9. The District, in furtherance of this agreement is hereby empowered to supervise the performance of any construction contracts requested by the City.

10. The District is hereby empowered, subject to direction of the City Engineer, to prepare a budget, to operate, maintain and repair the sanitary sewer system of the City now in existence or hereafter constructed, and to perform all services incidental thereto.

11. The District is hereby empowered to construct extensions and/or additions to the pump stations and/or sewer lines of the City and/or to make connections and install laterals to said sewer lines and to do all work incidental thereto, provided the cost of such work shall not exceed the limitations specified in the provisions of the public contract and/or Government Code applicable to construction of public works by the City.

12. In making connections to the City's sewers and installing sewer laterals connected to the City's sewers, the City, through its Department of Development Services, shall collect the connection and permit fees for such services prescribed by the City Council, in accordance with the current District fee structure by existing or future City ordinances. The District shall be paid said fees and shall apply said fees in payment of the actual costs incurred by the District for such connections and installations and costs of system expansion.

13. Except as provided in paragraph 12, in consideration of the performance of this work by the District, the City shall compensate the District through the annual sewer service charges collected on behalf of the

City. Such charges shall be in accordance with the current District annual sewer service charge rate into structure. All receipts and disbursements by the District in the performance of these functions shall be carefully and accurately reported to the City and to the Board of Directors of the Buena Sanitation District, and all funds received by the District for this operation shall be strictly and accurately accounted for both to the District and to said City County.

14. In addition to the above-mentioned services, the District may perform such other services as may be requested from time-to-time by the City and the City shall pay for such services as specified in paragraph 13.

15. This agreement shall continue until rescinded or terminated. It may be terminated by either the District or the City by giving one (1) year's notice in writing to the other party of intention to terminate. Any such termination shall be effective only at the end of a fiscal year.

16. Upon the rescission or termination of this agreement, any property acquired by the District, as a result of this agreement shall be disposed of, divided or distributed among and between the City and the District in accordance with the source of funds for its acquisition, and any surplus monies which the District may have received from the City over and above the cost of performance of these functions shall be returned to the City.

17. This agreement shall become effective upon the finalization of the San Marcos West City IV detachment from Buena Sanitation District.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day first above written pursuant to authorization of their respective governing bodies.

APPROVED BY THE
DISTRICT BOARD OF DIRECTORS
AUGUST 8, 1989 (2, BUENA)

William A. Nelson
CLERK OF THE DISTRICT BOARD OF DIRECTORS

BUENA SANITATION DISTRICT

By *Kathryn A. Nelson*
Clerk of the Board of Directors

CITY OF SAN MARCOS

By *Shela O'Keefe*
City Clerk

4/3-024mas

APPROVED AS TO FORM AND CONTENT:

[Signature]
Daniel S. Hentschke
City Attorney

[Signature]

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNCIL

[Signature]
DEPUTY

7-25-89