

City of Morro Bay

City Council Agenda

Mission Statement

The City of Morro Bay is dedicated to the preservation and enhancement of the quality of life. The City shall be committed to this purpose and will provide a level of municipal service and safety consistent with and responsive to the needs of the public.

**REGULAR MEETING
TUESDAY, JULY 9, 2013
VETERANS MEMORIAL HALL - 6:00 P.M.
209 SURF ST., MORRO BAY, CA**

ESTABLISH QUORUM AND CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT

MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

PUBLIC PRESENTATIONS – "SLOCOG Presentation on the US 101 Mobility Study"

PUBLIC COMMENT - Members of the audience wishing to address the Council on City business matters not on the agenda may do so at this time. For those desiring to speak on items on the agenda, but unable to stay for the item, may also address the Council at this time.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed:

- When recognized by the Mayor, please come forward to the podium and state your name and address for the record. Comments are to be limited to three minutes.
- All remarks shall be addressed to Council, as a whole, and not to any individual member thereof.
- The Council respectfully requests that you refrain from making slanderous, profane or personal remarks against any elected official, commission and/or staff.
- Please refrain from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.
- Your participation in City Council meetings is welcome and your courtesy will be appreciated.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (805) 772-6205. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion.

A-1 APPROVAL OF CITY COUNCIL AMENDED MINUTES FOR THE REGULAR CITY COUNCIL MEETING HELD ON JUNE 11, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF CITY COUNCIL MINUTES FOR THE SPECIAL CLOSED SESSION MEETING HELD ON JUNE 25, 2013; (CITY ATTORNEY)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF THE CITY COUNCIL MINUTES FOR THE REGULAR COUNCIL MEETING HELD ON JUNE 25, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-4 RESOLUTION 38-13 APPROVING A NINETEEN YEAR LEASE AGREEMENT FOR MOORING AREA A1-3 BETWEEN THE CITY OF MORRO BAY AND THE MORRO BAY YACHT CLUB; (HARBOR)

RECOMMENDATION: Approve Resolution 38-13 for a new lease agreement with the Morro Bay Yacht Club (MBYC) for Mooring Area A1-3..

A-5 DESIGNATION OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATE AT LEAGUE OF CALIFORNIA CITIES 2013 ANNUAL CONFERENCE BUSINESS MEETING; (ADMINISTRATION)

RECOMMENDATION: Appoint of Mayor Irons as the Voting Delegate at the League of California Cities 2013 Annual Conference Business Meeting and appoint City Councilmember Christine Johnson as the alternate Voting Delegate.

A-6 APPROVAL OF MASTER FIBER AGREEMENT WITH CHARTER COMMUNICATIONS; (PUBLIC SERVICES)

RECOMMENDATION: Approve the Master Fiber Agreement with Charter Communications and authorize the City Manager to execute the agreement..

A-7 STATUS REPORT OF A MAJOR MAINTENANCE & REPAIR PLAN (MMRP) FOR THE EXISTING WASTEWATER TREATMENT PLAN; (PUBLIC SERVICES)

RECOMMENDATION: Receive and file status report as presented.

A-8 RESOLUTION APPROVING ADJUSTMENT TO LEASE SITE MAPS FOR LEASE SITES 93-95 AND 93W-95W; (HELD FAMILY; AND SMITH W AND HANNAH W HELD FAMILY TRUSTS); (PUBLIC SERVICES)

RECOMMENDATION: Approve the adjustment to Lease Sites 93-95 and 93W-95W by Resolution No. 42-13.

A-9 AUTHORIZATION TO FILE NOTICE OF COMPLETION FOR PROJECT NO. MB2010-FD01: MORRO BAY FIRE STATION 53 OFFICE AND LIVING QUARTERS; (PUBLIC SERVICES)

RECOMMENDATION: Authorize staff to file the Notice of Completion for Morro Bay Fire Station 53 Office and Living Quarters.

A-10 CONSULTANT SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR DESIGN, PERMITTING AND ASSOCIATED ENVIRONMENTAL SERVICES FOR MORRO CREEK MULTI-USE TRAIL AND BRIDGE PROJECT; (PUBLIC SERVICES)

RECOMMENDATION: Approve the Scope of Work and authorize the Public Services Director to execute a consultant services agreement with RRM Design Group and for a fee not to exceed \$260,257.

A-11 RESOLUTION NO. 41-13 ADOPTING 2013/14 MASTER FEE SCHEDULE; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Council to adopt Resolution No. 41-13.

A-12 RESOLUTION NO. 40-13 ESTABLISHING THE ANNUAL PROPOSITION 4 APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2013/14; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 40-13.

A-13 ANNUAL ACTIVITY REPORT FOR THE SERVICE RETIREMENT INCENTIVE (SRI) PROGRAM; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Review and file this report as presented.

B. PUBLIC HEARINGS – NONE

C. UNFINISHED BUSINESS

- C-1 CONSIDERATION OF REDEVELOPMENT PROJECTS PROPOSED FOR LEASE SITES 62/62W (KAYAK HORIZONS – KRUEGER) AND 63-64/63W-64W (GRAY'S INN - GRAY); (HARBOR)

RECOMMENDATION: Consider the alternatives and provide staff direction; staff is recommending Alternative A.

D. NEW BUSINESS

- D-1 RESOLUTION NO. 39-13 APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE LOCAL COASTAL PROGRAM SEA LEVEL RISE ADAPTATION GRANT FOR UPDATES TO THE LOCAL COASTAL PLAN UNDER THE AUTHORITY OF THE OCEAN PROTECTION ACT AND REVIEW THE CITY WORK PLAN FOR THE GENERAL PLAN/ LOCAL COASTAL PLAN UPDATE: (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution 39-13 authorizing a \$250,000 grant application for the Local Coastal Program Sea Level Rise Adaptation Grant Application; receive staff report regarding draft application and corresponding review of City work plan for the update of the General Plan/ Local Coastal Plan and provide direction to staff as necessary.

- D-2 WATER RECLAMATION FACILITY (WRF) PROJECT STATUS AND DISCUSSION; (ADMINISTRATION)

RECOMMENDATION: Discuss in open session, the progress to date on the Water Reclamation Facility (WRF) and provide direction to staff as necessary.

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

F. ADJOURNMENT

THIS AGENDA IS SUBJECT TO AMENDMENT UP TO 72 HOURS PRIOR TO THE DATE AND TIME SET FOR THE MEETING. PLEASE REFER TO THE AGENDA POSTED AT CITY HALL FOR ANY REVISIONS OR CALL THE CLERK'S OFFICE AT 772-6205 FOR FURTHER INFORMATION.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA SUBMITTED TO THE CITY COUNCIL AFTER DISTRIBUTION OF THE AGENDA PACKET ARE AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL LOCATED AT 595 HARBOR STREET; MORRO BAY LIBRARY LOCATED AT 625 HARBOR STREET; AND MILL'S COPY CENTER LOCATED AT 495 MORRO BAY BOULEVARD DURING NORMAL BUSINESS HOURS.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN A CITY MEETING, PLEASE CONTACT THE CITY CLERK'S OFFICE AT LEAST 24 HOURS PRIOR TO THE MEETING TO INSURE THAT REASONABLE ARRANGEMENTS CAN BE MADE TO PROVIDE ACCESSIBILITY TO THE MEETING.

AMENDED MINUTES
MORRO BAY CITY COUNCIL
REGULAR MEETING – JUNE 11, 2013
VETERAN’S MEMORIAL HALL – 6:00P.M.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	Andrea Lueker	City Manager
	Robert Schultz	City Attorney
	Jamie Boucher	City Clerk
	Amy Christey	Police Chief
	Eric Endersby	Harbor Director
	Susan Slayton	Administrative Services Director
	Joe Woods	Recreation & Parks Director
	Rob Livick	Public Services Director
	Rick Sauerwein	Capital Projects Manager

Mayor Irons called the meeting to order at 6:00 p.m.

ESTABLISH QUORUM AND CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT – City Attorney Robert Schultz reported that City Council met in a Special Closed Session on May 30, 2013 on the following item: Government Code Section 54957.6, Conference with Labor Negotiator - Conference with City Manager, the City’s Designated Representative, for the purpose of reviewing the City’s position regarding the terms and compensation paid to the following employee organizations and giving instructions to the Designated Representative: Firefighters Association (FFA), Police Officer’s Association (POA), and Service Employee’s International Union, SEIU Local 620; no reportable action under the Brown Act was taken.

City Attorney Robert Shultz reported that City Council met in Closed Session on June 11, 2013 on the following items: Government Code Section 54957.6, Conference with Labor Negotiator - Conference with City Manager, the City’s Designated Representative, for the purpose of reviewing the City’s position regarding the terms and compensation paid to the following employee organizations and giving instructions to the Designated Representative: Firefighters Association (FFA), Police Officer’s Association (POA), and Service Employee’s International Union, SEIU Local 620; Government Code Section 54956.8, Property Transactions - Instructing City's real property negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease of real property as to two parcels: A1-3 Mooring Zone next to 541

Embarcadero and APN 068-168-022, Vacant Lot next to 1320 Main Street; and, Conference with legal counsel due to anticipated litigation, Government Code Section 54956.9(b): Exposure to litigation exists based upon existing facts and the advice of legal counsel as to one matter - First American Title Company/First California Bank and City of Morro Bay; no reportable action under the Brown Act was taken.

MAYOR AND COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS &
PRESENTATIONS
PUBLIC PRESENTATIONS

PUBLIC COMMENT

Meredith Bates, owner of Bates Care Management, presented the Morro Bay business report. Bates Care Management is a geriatric care management firm that covers the entire County. It is her goal that loved ones are able to stay safely in their own homes or transition into assisted living. Ms. Bates works carefully with the family. For those with loved ones outside of the County, you can locate a care manager by going to caremanager.org and then put in your zip code. To contact Ms. Bates you can call 771-9124 or go to her website at batescare.com. She urged people contact her with any questions they may have.

Stephanie Pipan, the City's K-9 Officer advertised the 3rd Annual K-9 Walk being held on Saturday, June 22, 2013. It is the annual fundraiser for Xello and the Canine Unit. The event is being held at City Park, there will be vendors, demo's, and will also feature a dog walk. The cost is a \$20 donation which will also get your dog a "goodie bag".

Police Commander Bryan Millard urged the community to support Officer Pipan in her fundraising goals; it takes between \$7,000-10,000 to maintain a police K9 in our community per year. He also advertised the upcoming Tip-a-Cop Dinner being held on Friday, June 28th benefitting Special Olympics. The event is being held at the Community Center and the cost is \$20/adult and \$5/child or \$150/table.

At this time, Mayor Irons requested the Council consider pulling Item D-2, Consideration of Redevelopment Project Proposed for Lease Site 62/62W (Kayak Horizons – Krueger) and continue it to a future meeting so that it could be heard in conjunction with the Gray's Inn item. Councilmembers Nancy Johnson and Leage both wanted to hear the item tonight as scheduled. Councilmembers Christine Johnson and Smukler both felt it was important to hear this item alongside the Gray's Inn item.

MOTION: Mayor Irons moved to continue Item D-2, Kayak Horizons, and to bring it back with Gray's Inn. The motion was seconded by Councilmember Smukler and carried 3-2 with Councilmembers Nancy Johnson and Leage voting no.

Brian Stacy stated that he was a victim of the largest conspiracy in human history. Tonight he wanted to talk about crime and Council's obligation to follow through on these allegations.

Craig Schmidt advertised upcoming Morro Bay events. On June 12th, there will be a Morro Bay/Los Osos Chamber mixer at Sea Pines Restaurant from 530-730pm; on June 20th there will

be a Morro Bay Mixer at Casa de Flores from 530-7pm; on June 20th there will be a Community Forum upstairs at Embarcadero Grill from 9-10am and will feature Police Chief Amy Christey; and, on June 21st, the Economic Vitality Corporation will be providing business consultation at the Chamber offices from 9am-5pm, please call the Chamber for an appointment.

Susan Stewart spoke on Item D-4, approval of a lease agreement between the City of Morro Bay and Scott Meisterlin for property located at 307 Morro Bay Blvd for a public restroom and open space area. She is so pleased to see this as a real possibility for the downtown core area; it's a great concept and hopes that Council will approve it tonight.

Aaron Ochs wanted to remind people that on June 25th, there will be a discussion on the Morro Bay Aquarium at the Council level. He spoke to an email he received last week which appealed to extremes and emotions which he felt was in very poor taste. The Tylers have contributed a lot to the community and they are entitled to whatever the free market process allows. He hopes people will focus on solutions and that we all can keep a cool head.

Lynda Merrill stated that, at this moment, there is a dangerous situation at Highway 41 as there are cars extending into the right turn lane. She felt that the Council and Police Chief should know this.

Bob Keller thanked Ken Vesterfelt for all the work he provided at the Car Show. This year's car show was one of the best ones we've ever had and bringing in Dennis Gage to cover the event was a great idea as it will provide local, national and international coverage.

Kate Crocker spoke on Item D-4 in support of the restroom. It would be great to have a restroom in the downtown area.

Mayor Irons closed the public comment period.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion.

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE BUDGET WORKSHOP ON OF MAY 22, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF CITY COUNCIL MINUTES FOR THE REGULAR COUNCIL MEETING OF MAY 14, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 REQUEST TO APPROVE A RESPONSE TO THE GRAND JURY REGARDING EMAIL ACCESSIBILITY TO CITY GOVERNMENT; (CITY ATTORNEY)

RECOMMENDATION: Review the attached letter and authorize its submittal to the Grand Jury.

A-4 STATUS REPORT OF A MAJOR MAINTENANCE & REPAIR PLAN (MMRP) FOR THE EXISTING WASTEWATER TREATMENT PLANT; (PUBLIC SERVICES)

RECOMMENDATION: Staff recommends that this report be received and filed.

A-5 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA AMENDING RESOLUTION 43-10 FOR A CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GRANT FOR MODIFICATIONS TO THE DESALINATION PLANT; (PUBLIC SERVICES)

RECOMMENDATION: Approve Resolution 35-13.

Mayor Irons opened up the public comment period for items on the Consent Calendar; seeing none, the public comment period was closed.

Mayor Irons pulled Item A-1 and Councilmember Christine Johnson pulled Item A-4 from the Consent Calendar.

MOTION: Councilmember Nancy Johnson moved the City Council approve Items A-2, A-3, and A-5 of the Consent Calendar as presented. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE BUDGET WORKSHOP ON OF MAY 22, 2013; (ADMINISTRATION)

Mayor Irons pulled this item to point out a typographical error on page 3; it read "...for the 420 million we have in asset replacements." and it should have read "... 142 million we have in asset replacements."

A-4 STATUS REPORT OF A MAJOR MAINTENANCE & REPAIR PLAN (MMRP) FOR THE EXISTING WASTEWATER TREATMENT PLANT; (PUBLIC SERVICES)

Councilmember ~~Smukler~~ **Christine Johnson** pulled this item to have Public Services Director Rob Livick give the public an update on the MMRP.

MOTION: Councilmember Christine Johnson moved the City Council approve Items A-1 as amended and A-4. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

B. PUBLIC HEARINGS - NONE

C. UNFINISHED BUSINESS

C-1 REVIEW OF THREE PROPOSED CONCEPT PLANS FOR IMPROVEMENTS TO CENTENNIAL STAIRCASE; (CITY ATTORNEY)

City Attorney Rob Schultz presented the staff report.

Mayor Irons opened public comment for Item C-1; seeing none, the public comment period was closed.

Councilmember Nancy Johnson would love to see a funicular but it is far too expensive.

Councilmember Smukler is anxious to move forward on this project, keeping in mind what we can afford. He favors Option C as it preserves the Centennial Staircase. He also hopes that signage would be a component in the continued effort to bring the Embarcadero together with the downtown area.

Councilmember Leage stated that for years, there has been talk about tying the Embarcadero to the Uptown District. Now we have that opportunity. He doesn't necessarily know where to find the money but the funicular would be such a wonderful attraction for Morro Bay and he would like to find a way to make that happen.

Councilmember Christine Johnson stated that at this point, we wouldn't be doing anything to stop a funicular from being built in the future but at this time, the owner of the property is willing to place a connector from the Embarcadero to the downtown area with an elevator that hopefully would have full glass views. She also hoped that maybe the City could negotiate with the owner to help fix up the staircase. She would like this to go to the Recreation & Parks Commission, as long as it doesn't slow down the process, as well as the Planning Commission.

Mayor Irons feels that in Exhibit C, the elevator is tucked too far into the existing restaurant and almost hides it. Exhibit B places it more towards the center and it is more visible. He would like to see the elevator brought out to make it more of an attraction and centrally located.

MOTION: Councilmember Nancy Johnson moved to forward this report to the Planning Commission with all three Exhibits as possibilities and report back to the Council with their best idea.

The motion died for lack of a second.

Mayor Irons agreed that while it has to go to Planning Commission, as Council, they need to provide clear direction.

Councilmember Smukler is attracted to Option C but not necessarily exactly as it is proposed. The attraction is the view shed which is the value for that spot. If we adjusted the elevator we could enhance our gathering opportunities. He agreed that moving Exhibit C forward to the Planning Commission as a concept as well as asking the Recreation & Parks Commission for their input is valuable.

Councilmember Leage agreed that Planning Commission's input is vital but that we should send all three Exhibits over to them without our parameters so we get their specialized opinion.

Councilmember Christine Johnson was concerned that what if we send all three options to the advisory boards and they only like 1 and its one that we can't afford.

Councilmember Nancy Johnson wanted the Planning Commission to still be able to see all three options with the understanding that there are cost differences in all of them. There is always the possibility of available grant opportunities.

Councilmember Christine Johnson stated that there is unanimous enthusiasm for this project. She looks at this as a good negotiation for a piece of property that brings us access and mobility enhancements. But we need to realistically put facts before emotion and move Plan C to the Planning Commission and get this moving. She would be amenable to sending the entire packet so they can see the other options but realistically Plan C is what is affordable.

Mayor Irons hoped to send all three to the Planning Commission with the emphasis on Exhibit C being the cost choice. He would like to see the downtown visioning concepts included and see how those all fit together.

Councilmember Nancy Johnson doesn't feel the need to include the visioning concepts included in this decision.

MOTION: Mayor Irons moved to send Exhibit A, B, and C concurrently to the Recreation & Parks Commission and the Planning Commission with Exhibit C as the cost choice for the design, look for the views or viewshed opportunities to be featured with regards to the elevator, include the downtown visioning elements into the process that specifically deal with this area, include a connection signage component and to direct staff to ask the buyer to refine Exhibit C even before it goes to show the cross sections to better develop the plan. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

D. NEW BUSINESS

D-1 CONSIDERATION OF JOINT REDEVELOPMENT PROJECT PROPOSED FOR LEASE SITES 86/86W (801 EMBARCADERO LLC – CALDWELL) AND 87-88/87W-88W (V. LEAGE); (HARBOR)

Councilmember Leage had to recuse himself due to a conflict of interest in the matter.

Harbor Director Eric Endersby presented the staff report.

Cathy Novak, representing the applicants, presented the proposal. She covered a brief history, she addressed concerns regarding the Alternative A proposal, she presented the proposed project highlights and she addressed the Alternative B from the staff report. She stated that early on, the two leaseholders got together and designed a joint project that could operate independently while

at the same time providing the maximum benefit for the visitor serving uses. They had originally planned to form an LLC for the purpose of submitting a project while at the same time keeping their own lease sites. However, this approach would require the City to consolidate both the lease sites into one new Master Lease. Several items taken into consideration regarding this proposal include Ms. Leage's previous plan that was used as a stepping stone for the new design; recognition that two restaurants were not likely in the best interest of both sites; the design should focus on visitor serving uses; there are limitations for feasible uses on the second floor; questions on how to maximize the lease space with required view corridors and other City standards; and, the overall construction. The major plan points include both retail and hotel units; the building at 833 Embarcadero will be moved easterly 16 feet to allow for the construction of the Harbor Walk as well as a continuous single dock cross both leases; docks will have a shared gangway; the sidewalk along the Embarcadero will be enlarged to 8 feet; and the restaurant at 833 Embarcadero will be smaller and the restaurant at 801 Embarcadero will be removed. Other design benefits include public restrooms, elevator, hotel lobby and easy restaurant access from the hotel. In response to staff's Alternative B, the most important matter for both leaseholders is clear direction from Council. Both applicants are amenable to Alternative A or B.

Mayor Irons opened up public comment for Item D-1; seeing none, the public comment period was closed.

Councilmember Smukler is inclined towards separate projects, he wants to retain as much of the sites as are currently useful, it would be less of a shakeup and would be more affordable for each applicant.

Councilmember Nancy Johnson strongly believes in Option B. Keeping the 2 smaller leases under the control of the current lease holders will be a real advantage. It should help with sublease issues, should remain cleaner and create fewer vacancies.

Councilmember Christine Johnson stated we have combined lease sites before which have allowed for shared costs with architects, construction, etc. While we have a precedent for doing joint projects, she likes the mix we have now. She hopes to see us retain our "quirkiness" (large and small sites) as well as expand the boardwalk and sidewalk. She is leaning towards having two separate proposals come back to maintain that nice, individual, independent kind of look.

Mayor Irons feels that going towards separate projects would be the most feasible way to go and would agree to Alternative B.

Councilmember Smukler would hope they would have public restrooms, enhance the view corridors, would look to temper the size of an upper 2nd floor and have a bicycle parking area.

MOTION: Councilmember Smukler moved to direct the applicants and staff to work on Alternative B, to resubmit separate proposals for their respective lease site and for each of them to consider mutual benefits and public use opportunities as they see fit. The motion was seconded by Councilmember Nancy Johnson and carried 4-0-1 with Councilmember Leage having to recuse himself.

D-2 CONSIDERATION OF REDEVELOPMENT PROJECT PROPOSED FOR LEASE SITE 62/62W (KAYAK HORIZONS – KRUEGER); (HARBOR)

Per the motion made earlier in the meeting, this item was pulled and continued to a future meeting.

D-3 STATUS REPORT ON AMENDMENTS TO THE ZONING ORDINANCE (TITLE 17) AS IT RELATES TO SECTION 17.48.32 (SECONDARY UNITS), SECTION 17.44.020.1 (NORTH MAIN STREET COMMERCIAL AREA PARKING) AND SECTION 17.27 (ANTENNAS AND WIRELESS TELECOMMUNICATIONS FACILITIES; (PUBLIC SERVICES)

Planning Manager Kathleen Wold presented the staff report.

Mayor Irons opened up the public comment period for Item D-3; seeing none, the public comment period was closed.

Mayor Irons feels that the Ordinances regarding the Antennas and Wireless and the North Main Street Parking are pretty straight forward and there is some discrepancy on the Secondary Unit Ordinance. There was unanimous consensus that Council would have staff move forward on the Antenna/Wireless and Parking Ordinances.

MOTION: Councilmember Nancy Johnson moved to approve the Antenna and Wireless amendment. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

Councilmember Nancy Johnson stated that this was done in conjunction with Ms. Wold as a plan to help commercial businesses in North Main. It was a good idea and it should continue.

Councilmember Smukler thinks we should move forward with this as well; there is a potential for parking issues but given that this concept is working within the existing footprint of a building, this is a good way to avoid new parking scenarios.

MOTION: Councilmember Smukler moved to approve Section 17.44.020.1, the North Main Street Commercial Area Parking. The motion was seconded by Councilmember Nancy Johnson and carried unanimously 5-0.

Council agreed to open up public comment for Item D-3.

Roger Ewing has spoken against increasing the square footage of secondary units for as long as this discussion has taken place. For example, on Pacific, there are two homes on the same lot, both with the same square footage and both identical. The ability to add a 1200 square foot home to your property creates a mansionization effect as well as it creates parking problems. He hopes that Council will not allow secondary units over 900 square feet.

The public comment period for this item was closed.

Mayor Irons clarified the Ordinances - #3 is the amended version; #2 is the one we are operating on which meets the legal requirements because it does allow for 1200 square feet, however it doesn't allow for parking within the front yard setbacks; he has spoken out against the amended version as realistically, there was nothing that would protect against two 1200 square feet houses on an R1 home. In effect we are making duplex homes out of our R1 neighborhoods which isn't in keeping with our town. Others felt the same way which led us to the #2 Ordinance.

Councilmember Smukler agrees completely, the effort that went into the public input in developing the second update was a compromise as it expanded and increased the size of a home and we need to follow through with it. The suggestion to send this to the Planning Commission to discuss the parking component as an additional thing to analyze is a good way to approach this as it gives more opportunity for public input.

Councilmember Christine Johnson is amenable to going in this direction as well as.

MOTION: Mayor Irons moved not to forward the Secondary Unit Ordinance as amended forward for certification; take the #2 Ordinance back to the Planning Commission for review to address parking and parking setbacks **in an open format** for further public comment/input. The motion was seconded by Councilmember Smukler and carried 3-2 with Councilmembers Nancy Johnson and Leage voting no.

D-4 APPROVAL OF LEASE AGREEMENT BETWEEN THE CITY OF MORRO BAY AND SCOTT MEISTERLIN FOR PROPERTY LOCATED AT 307 MORRO BAY BLVD. FOR A PUBLIC RESTROOM AND OPEN SPACE AREA; (CITY ATTORNEY)

City Attorney Rob Schultz presented the staff report.

Mayor Irons opened up public comment for Item D-4; seeing none, the public comment period for this item was closed.

Councilmember Nancy Johnson heard from a couple of business owners that are very interested in having a public restroom and wants to see this item moved forward.

Councilmember Smukler feels this is the way to go. He also suggested having Councilmembers Nancy and Christine Johnson, as part of the Economic Development Committee, be part of a sub-committee that would review the proposals received for leasing the building

MOTION: Councilmember Nancy Johnson moved approval of the lease; to seek proposals; to request the Chamber of Commerce Director and the Director of the Economic Development Program along with the Economic Development Committee to help find a sublease for the building and recommend a tenant. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

D-5 WATER RECLAMATION FACILITY (WRF) PROJECT STATUS AND DISCUSSION; (ADMINISTRATION)

City Manager Andrea Lueker presented the staff report/timeline adding that Council will be seeing this report at the first meeting of each month now.

Public Services Director added that the kickoff meeting will be held within a week after signing the contract, probably by the end of next week. Approximately 3 weeks after the kickoff meeting, we will hold the first stakeholders meeting. Then approximately 1 week later, the first public workshop will be held.

D-6 APPOINTMENT OF VOTING DELEGATE(S) TO THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY; (ADMINISTRATION)

City Manager Andrea Lueker presented the staff report stating that this is an administrative / housekeeping issue only.

Mayor Irons opened up public comment for Item D-6; seeing none, the public comment period was closed.

MOTION: Councilmember Nancy Johnson moved to approve the recommendations made in Item D-6. The motion was seconded by Councilmember Leage and carried unanimously 5-0.

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

Councilmember Christine Johnson requested the creation of a Chorro Valley Subcommittee; there was Council consensus to move this forward

ADJOURNMENT

The meeting adjourned at 9:27pm.

Recorded by:

Jamie Boucher
City Clerk

MINUTES - MORRO BAY CITY COUNCIL
REGULAR MEETING – JUNE 25, 2013
VETERAN’S MEMORIAL HALL – 6:00P.M.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	Andrea Lueker	City Manager
	Robert Schultz	City Attorney
	Jamie Boucher	City Clerk
	Dana Swanson	Deputy City Clerk
	Amy Christey	Police Chief
	Steve Knuckles	Fire Chief
	Susan Slayton	Administrative Services Director
	Eric Endersby	Harbor Director
	Joe Woods	Recreation & Parks Director
	Rob Livick	Public Services Director

Mayor Irons called the meeting to order at 6:00 p.m.

ESTABLISH QUORUM AND CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT – City Attorney Robert Schultz reported that City Council met in a Special Closed Session on June 25, 2013 on the following item: Conference with legal counsel due to anticipated litigation, Government Code Section 54956.9(b): Exposure to litigation exists based upon existing facts and the advice of legal counsel as to two matters - First American Title Company/First California Bank and City of Morro Bay; and, Burton and City of Morro Bay; no reportable action under the Brown Act was taken.

MAYOR AND COUNCILMEMBERS’ REPORTS, ANNOUNCEMENTS &
PRESENTATIONS
PUBLIC PRESENTATIONS - "SLOCOG Presentation on the US 101 Mobility Study"

SLOCOG Presentation on the US 101 Mobility Study
SLOCOG’s Regional Transportation Planner Geiska Baker Velasquez and Kendal Flint of Flint Strategies spoke on the upcoming US 101 Corridor Mobility Master Plan. SLOCOG, Caltrans and the Cities and County are working together to make sure our investments on the US 101 Corridor are the right ones for our communities. They are taking public comment through a variety of ways and based on that input and traffic analysis, will suggest improvements which will then help SLOCOG choose which projects to fund over the next 25 years.

PUBLIC COMMENT

Summer Birchell, new owner of Summer Expressions Hair Salon, presented the Morro Bay business report. Located at 735 Napa Street, this is a completely remodeled facility featuring hair styling for women, men and children. They are open Tuesday – Fridays from 9am-5pm; Saturdays and Mondays from 9am-1pm; and Sundays by appointment; walk-ins are welcome. Summer believes the keys to success are great customer service, great prices and a great product.

Hilary Grant, writer and producer of “Botso”, a movie about Botso Korisheli advertised the showing of the movie at the Bay Theater on Saturday, July 6th and Sunday, July 7th at noon. All profits from their project go to support scholarships for young musicians through the San Luis Symphony. Botso, a Morro Bay local, has taught over 10,000 children and has lived his life “daring to do enough”.

Elizabeth Scott Graham, also with the Botso film group, feels that this film will be big for Morro Bay, just as the film Sideways was big for Santa Ynez. They are currently in need of funds for marketing, posters, contract lawyers, and music rights, and asked the Council to underwrite the showing of the film at the Bay Theater at the cost of \$800.

Gary Hixon spoke about his many television projects, he felt the Aquarium is cool and he feels that everybody is doing a great job.

Susan Heineman advertised the upcoming 10th Annual Estero Bay Garden BBQ being held on Sunday, June 30th at the Estero Community Garden from 1-4pm. There will be a chicken bbq and live music. Tickets can be purchased at Coalesce Bookstore or at the event.

Julie Thomas advertised their new mobile telephone app called Fishline which is now available for all smart phones and tablets. Fishline was developed partially with the support of a grant from the Central California Cable Fisheries Liaison Committee. The purpose of the app is to make it easy for fishermen, seafood markets and restaurants to announce to the public that they have fresh local seafood.

Trina Dougherty read a letter from Robert “Red” Davis thanking the Council for including a donation to the library remodel project in this year’s budget. She stated that the remodel campaign is coming along very well and you can check the progress and make a donation on their website: www.mbfol.org. She also spoke of the tremendous success of the ECO Rotary Fair. They reached their goal of 105 solar reading lights for the orphanage in Ghana as well as 50 lights for the San Luis Obispo homeless shelter. It was a fun, educational and focused event. She also thanked the sponsors for their help.

Judy Heintzelman, President of Morro Bay Senior Citizen’s Inc. let the public know that they have been awarded the SLO County Senior Program of the Year for 2012. She thanked both Heather Salyer-Frith and Joe Woods for their continued support.

Dawn Beattie has yet to hear from staff about her request made 6 weeks ago. She is looking for who to contact to rebuild the Overlook at Cloisters. She would like an update.

Melissa Peters of SLO Tobacco Control Program of SLO County congratulated Casa de Flores Apartments for their commitment to provide a smoke free living to their tenants. She asked that if anybody were interested in tobacco free policies to contact their office at 781-5564.

Mayor Irons closed the public comment period.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion.

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE SPECIAL CLOSED SESSION MEETING HELD ON MAY 30, 2013; (CITY ATTORNEY)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF CITY COUNCIL MINUTES FOR THE SPECIAL CLOSED SESSION MEETING HELD ON JUNE 11, 2013; (CITY ATTORNEY)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF THE CITY COUNCIL MINUTES FOR THE REGULAR COUNCIL MEETING HELD ON JUNE 11, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-4 APPROVAL OF THE CITY COUNCIL MINUTES FOR THE BUDGET WORKSHOP HELD ON JUNE 12, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-5 RESOLUTION NO. 37-13 ADOPTING THE FISCAL YEAR 2013/14 OPERATING BUDGETS; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Approve Resolution No. 37-13 Adopting the Fiscal Year 2013/14 Operating Budgets.

A-6 RESOLUTION NO. 36-13 AUTHORIZING SAN LUIS OBISPO COUNTY ASSESSOR TO ASSESS AMOUNTS DUE ON DELINQUENT SOLID WASTE COLLECTION ACCOUNTS AS TAX LIENS AGAINST THE PROPERTIES; (PUBLIC SERVICES/ADMINISTRATIVE SERVICES)

RECOMMENDATION: Approve Resolution 36-13.

A-7 REVIEW AND SUPPORT THE AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN LUIS COASTAL UNIFIED SCHOOL

DISTRICT, ESTERO BAY COMMUNITY POOL FOUNDATION, AND CITY OF MORRO BAY; (RECREATION & PARKS)

RECOMMENDATION: Review the attached information, and support the amended Memorandum of Understanding (MOU) between the San Luis Coastal Unified School District, Estero Bay Community Pool Foundation, and City of Morro Bay to establish a community pool in the City of Morro Bay.

A-8 APPROVAL OF LICENSE AGREEMENT BETWEEN THE CITY OF MORRO BAY AND LEMOS FEED & PET SUPPLY; (CITY ATTORNEY)

RECOMMENDATION: Approve the License Agreement with Lemos Feed & Pet Supply to allow for the use of City property located next to the southbound onramp for Highway 1 at Main Street, and adjacent to the property owned by Lemos Feed & Pet Supply at 1320 Main Street.

Mayor Irons opened up the public comment period for items on the Consent Calendar; seeing none, the public comment period was closed.

Councilmember Christine Johnson pulled Item A-3, Councilmember Nancy Johnson pulled Item A-5, Councilmember Smukler pulled Item A-7, and Mayor Irons pulled Item A-8 from the Consent Calendar.

MOTION: Councilmember Smukler moved the City Council approve Items A-1, A-2, A-4 and A-6 of the Consent Calendar as presented. The motion was seconded by Councilmember Nancy Johnson and carried unanimously 5-0.

A-3 APPROVAL OF THE CITY COUNCIL MINUTES FOR THE REGULAR COUNCIL MEETING HELD ON JUNE 11, 2013; (ADMINISTRATION)

Councilmember Christine Johnson pulled this item to point out a typographical error on page 4, Item A-4; it read “Councilmember ~~Smukler~~ pulled this item...” it should have read “Councilmember **Christine Johnson** pulled this item...”

Mayor Irons also requested that the City Clerk review the recording on Item D-3 regarding Secondary Units and bring back a revised accounting of the minutes.

A-5 RESOLUTION NO. 37-13 ADOPTING THE FISCAL YEAR 2013/14 OPERATING BUDGETS; (ADMINISTRATIVE SERVICES)

Councilmember Nancy Johnson pulled this item to state that she has been giving much thought on her vote to give expenditures of City funds from the general fund to the variety of groups. After discussions with her constituents and hours of thought, she has changed her mind and as a result, will be voting no on the budget.

MOTION: Councilmember Smukler moved the City Council approve Item A-5, adopting the fiscal year 2013/14 operating budgets. The motion was seconded by Councilmember Christine Johnson and carried 4-1 with Councilmember Nancy Johnson voting no.

A-7 REVIEW AND SUPPORT THE AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, ESTERO BAY COMMUNITY POOL FOUNDATION, AND CITY OF MORRO BAY; (RECREATION & PARKS)

Councilmember Smukler pulled this item as he was concerned that when this item was brought forward, Council had made a point to have staff reach out to the County to ensure they would be a part of this to the greatest possible extent. For the record, he wants to continue to try and bring the County into the program and the effort and also say that for the County staff to move forward with support, we need to continue to reach out to our County constituents, especially Supervisor Gibson.

MOTION: Councilmember Smukler moved the City Council approve the MOU between the SLCUSD, Estero Bay Community Pool Foundation and the City of Morro Bay. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

A-8 APPROVAL OF LICENSE AGREEMENT BETWEEN THE CITY OF MORRO BAY AND LEMOS FEED & PET SUPPLY; (CITY ATTORNEY)

Mayor Irons asked City Attorney Rob Schultz as far as the contract goes, is there consideration for a repair clause. Mr. Schultz responded that Mr. Lemos has to return the land in the exact same condition.

MOTION: Mayor Irons moved the City Council approval of Item A-8, approval of license agreement between the City of Morro Bay and Lemos Feed and Pet Supply. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

B. PUBLIC HEARINGS

B-1 RESOLUTION NO. 33-13 DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE NORTH POINT NATURAL AREA LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (RECREATION & PARKS)

Recreation & Parks Director Joe Woods presented the staff report.

Mayor Irons opened up the public comment period for Item B-1; seeing none, the public comment period was closed.

MOTION: Councilmember Nancy Johnson moved approval of Item B-1 directing the levy of the annual assessment for the North Point Natural Area and Landscaping and

Lighting Maintenance Assessment District. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

B-2 RESOLUTION NO. 34-13 DIRECTING THE LEVY OF THE ANNUAL ASSESSMENT FOR THE CLOISTERS LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; (RECREATION & PARKS)

Recreation & Parks Director Joe Woods presented the staff report.

Mayor Irons opened the public comment period for Item B-2.

Dawn Beattie stated that every year, the Council receives a number of protest letters against this levy. She questioned how long she and her neighbors are supposed to solely fund a public park. She requested the City invest some general fund monies into Cloisters maintenance. Her issue is fairness; others only have to pay property taxes even though they have benefit of recreational areas, beach access, etc. Residents of the Cloisters have to pay greater property taxes as a result of their access as well as the assessment. She doesn't believe the developers intended for this assessment to go on in perpetuity. Instead she believes the developers in conjunction with the City were intending for increased property tax revenues to supplement and/or supersede the assessment for the Cloisters Park and surrounding area maintenance.

John Lauffer hopes Council has had the opportunity to review his letter. He hopes that Council will exercise their duty to represent the citizens and honor their oath of office where they are sworn to uphold the law. The law as its written is very clear; the City has the right to establish a special assessment district but has the responsibility to ensure that taxes collected are spent on a special benefit not available to the general public. He hopes Council will do the right thing and vote no tonight.

The public comment period for Item B-2 was closed.

Councilmember Christine Johnson stated that if she were currently under the assessment, she would want to ensure that the City had proper oversight over the funds. She asked staff to continue the quarterly meetings at the end of the fiscal year, and to also include Administrative Services Director Susan Slayton in those discussions on the accountability of their expenditures. She also hoped to bring back the possibility of having a Councilmember serve as a liaison to the Cloisters.

Councilmember Nancy Johnson understands and appreciates the concern of the Cloisters' residents. The developers were granted several exceptions to be able to develop there, the property owners who bought property in the area, agreed to pay the assessment. We have added quite a bit of staff and they have made a significant amount of improvements. We need to vote to continue the assessment.

Councilmember Smukler agrees with Councilmember Nancy Johnson. He has observed and been a part of the process to ensure that staff has is working on holding up our side of the process

with maintenance and transparency of the budget. He likes Councilmember Christine Johnson's suggestion of including Ms. Slayton at the end of year budget and financial meeting.

Mayor Irons questioned the deferred maintenance account. He would like to see, perhaps in the Engineer's Report each year, have us incorporate the deferred maintenance schedule into the report. He also supports Councilmember Christine Johnson's comments.

MOTION: Councilmember Nancy Johnson moved approval of Item B-2, directing the levy of the annual assessment for the Cloister's Landscaping and Lighting Maintenance Assessment District. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

C. UNFINISHED BUSINESS - NONE

D. NEW BUSINESS

D-1 CONSIDERATION OF FUTURE OF LEASE SITE 69-70/69W-70W, MORRO BAY AQUARIUM (DEAN AND BERTHA TYLER); (HARBOR)

Harbor Director Eric Endersby presented the staff report.

Applicant Dean Tyler made a presentation. He stated that the building is safe; it was tested after the San Simeon earthquake. He also feels he should have been invited to participate in a meeting with the people from Avila. The facility has been remodeled three times. The Department of Agriculture makes the rules and regulations for tank depth and resting areas and they provide greater than what is required. They have made their tanks deeper. The first time they remodeled, they shut the facility down which was a mistake. The next two times, they stayed open and moved specimens from tank to tank; as such, people may not be aware that improvements were made. He has visited over 31 different aquariums over the years and many are smaller than ours. He stated that seals need depth and enough water but they don't need size. He feels they have done a lot of good things here. He hopes that Council will allow them to work with Nelson Company to provide a better project. He concluded by saying that all these things they are doing that have given them unfavorable publicity is coming from people that don't know what they are talking about.

Mayor Irons opened up public comment for Item D-1.

The following citizens spoke in favor of staff preparing and bringing back a Request for Proposal for the lease site: Lynda Merrill, Francesca Henderson, Holly Sletteland, Erika Satkoski, Sandra Jouglard, Jenny Jones, Lois Barber, Abe Perlstein, Chuck Dishmon, Laurence Vallens, Dr. Courtney Carman, Renee Rubin, Debbie Buckheim, Sarah Spengeman, Genete Bowen, Susan Tripp, Kim O'Bryan, Christine Husk, Mandy Davis, Briana Weise, Hunter Kilpatrick, Claudia Ferriday, Liz Ochoa, Karen Croley, Lucille Craig, and Betty Winholtz.

The following citizens spoke in favor of the City accepting the Leaseholder's proposal and authorizing staff to begin lease negotiations: Trudy O'Brien, Judy Cross, Steven Rebuck,

Jeremiah O'Brien, Susan Fortman, Lupe Sylvester, Melinda Rice, Edward Sylvester, Len Willhite, Patti James, Debra Hesch, Bertha Tyler, Tave Holland, Tom Rex, Leo Ramos and Oliver Hopkins.

Mayor Irons feels that having the opportunity to go out for RFP, especially knowing that the Central Coast Aquarium is interested in this site is an opportunity that we should consider. It is still an aquarium; it would allow for carrying on the legacy that the Tylers have built and still allows the Tylers the opportunity to participate in the process.

Councilmember Leage stated that the Tylers have been dedicated to this business and the animals; the facility is tired; maybe this is the time to bring something new in; he hopes there is a way to keep the Tylers involved and give them the respect they deserve.

Councilmember Christine Johnson stated that all are probably in agreement that the aquarium needs some physical improvements. She hoped we could help the aquarium re-envision the next 50 years and continue a tradition here of helping others interpret what we live with in Morro Bay every single day; we have such a wide variety of wildlife. How can we help and also, how can we leverage this kind of interest to support and continue this kind of facility in Morro Bay that moves us in perhaps a different direction but join together and find something we can be proud of. She hopes there will be collaborative efforts on many organization's parts.

Councilmember Nancy Johnson echo's Councilmember Leage's comments about the good work the Tylers have done over the years. She felt that since the Tylers still have 5 years in their current lease, we should give them 6 months to a year to work with someone to find a better proposal.

Councilmember Smukler stated it's important to talk about what the direction should be if we go out for an RFP. He wants to ensure we encourage, through RFP language, an aquarium or marine education facility. He wants to see, thru the proposals, a better articulation of a vision, a financial plan, and be clear that retail and other uses aren't a priority for that site.

Councilmember Leage also feels that Council should give the Tylers more time as it wouldn't hurt the process. They could team up with somebody to come up with a great proposal. He agrees that it's important to keep it an aquarium or marine themed site.

Councilmember Christine Johnson supports the RFP process with clear staff direction and timeline for all involved.

Councilmember Nancy Johnson feels we can all agree we want an aquarium but she doesn't feel we should be micromanaging what happens down there. She restated her desire to give the Tylers 6 additional months to come up with something far more adequate.

Councilmember Smukler feels it's important to go out for RFP as it still gives the Tylers the opportunity to participate. For us to have a viable project in 2018, we need ensure we move forward. We need to be explicit that revenue production/rents to the Harbor fund isn't a top

priority. We should also be in discussion of what form of accreditation or standard of care would be involved in the next step of an aquarium/marine education center.

Councilmember Leage stated that since the Tylers have an established business, they have a better chance of getting something completed by 2018. If we go out for an RFP, we will be lucky to have something completed by 2030.

Mayor Irons believes the RFP will allow the Tylers to be successful as the 6-9 months that this RFP process will take, is the amount of time it would take to put together a proposal. This will also allow the City the opportunity to see what the options out there are. Mayor Irons provided a synopsis of the details they hope to see in a proposal: that the RFP stipulates an aquarium/marine education center, provides a financial plan, establishes a turnaround time, and provides an accreditation component.

MOTION: Mayor Irons moved to approve Alternate B, sending the lease site out to RFP with specific direction that directs that the RFP is for a marine education center/aquarium, accredited facility, provide a financial plan to ensure success, and turnaround time to deliver the product. The motion was seconded by Councilmember Smukler and carried 3-2 with Councilmembers Nancy Johnson and Leage voting no.

D-2 UPDATE AND IDENTIFY THE CITY'S WAY-FINDING SIGNAGE INVENTORY AND STATUS OF SIGNAGE IMPROVEMENT EFFORTS; (ADMINISTRATION/PUBLIC SERVICES/RECREATION & PARKS)

City Manager presented the staff report.

Mayor Irons opened up the public comment period for Item D-2.

Lucille Craig stated that we need more directional signage to the beaches.

The public comment period for Item D-2 was closed.

All Councilmembers thanked staff for putting this together.

Councilmember Christine Johnson stated that with the new Director of Tourism and new Visitors Center there has been a lot of discussion of business owners and the Tourism Business members of how to get people into town. The Economic Development Committee did discuss signs at one of their prior meetings.

Councilmember Smukler feels it is good we are moving forward with directional signage to the Visitors Center, he feels we should continue our work with the Economic Development Program to identify other key areas that they could bring back recommendations for our updates. He also thinks we need to research and find a way to get signage advertising Beach Access Points.

Councilmember Nancy Johnson would like to see increased use of banners in the banner poles.

Mayor Irons stated he would like to see this move forward to the Public Works Advisory Board, maybe even with a workshop that would include our Economic Development group covering directional signage. He would also like to see us come up with a design guideline for what our signs are going to look like to include way signage. He would like to see the event signage at City Park included in the discussion and public input.

Councilmember Nancy Johnson wonders how we can clarify how events get scheduled on the banners and incoming City signs/billboards. Event signage is an important part of this issue that we want to forward. She supports this going to the PWAB with some of these comments we have.

Councilmember Christine Johnson wanted to suggest a roadtrip to collect photos of signs from here to Cambria in an effort to find out how many brown beach access signs there are that we can use in our talks with CalTrans.

There was no action taken on this item.

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

Councilmember Christine Johnson requested discussion of naming a City Council liaison each year to the North Point and Cloisters Assessment Districts; Mayor Irons and Councilmember Smukler concurred.

Mayor Irons requested to bring back the concept of Aid to Agencies for discussion prior to the next budget process; Councilmembers Christine Johnson and Smukler concurred.

Mayor Irons requested a discussion of the current Compact Infill Ordinance; Councilmembers Christine Johnson and Smukler concurred.

Councilmember Leage requested a status update on Parking on Central Embarcadero; Mayor Irons and Councilmember Nancy Johnson concurred.

ADJOURNMENT

The meeting adjourned at 10:26pm.

Recorded by:

Jamie Boucher
City Clerk



AGENDA NO: A-4

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council

DATE: July 2, 2013

FROM: Eric Endersby, Harbor Director

SUBJECT: Resolution 38-13 Approving a Nineteen Year Lease Agreement for Mooring Area A1-3 Between the City of Morro Bay and the Morro Bay Yacht Club

RECOMMENDATION

Approve Resolution 38-13 for a new lease agreement with the Morro Bay Yacht Club (MBYC) for Mooring Area A1-3.

FISCAL IMPACT

Slight revenue increase from the current \$18,090/year Base Rent to \$18,500/year, with annual CPI adjustments and recurring five-year re-evaluations of Base Rent.

SUMMARY

The MBYC's mooring area lease expires at the end of June 2013. Staff has met with MBYC representatives and agreed upon a new 19-year lease for Mooring Area A1-3 opposite the club. Staff is bringing the new lease for City Council approval.

BACKGROUND

The A1-3 mooring field opposite the Morro Bay Yacht Club is historically leased by MBYC for accommodation of their members' vessels as well as for transient (visiting) vessels. Per their lease, six of the moorings must remain available for transient use. MBYC receives a 52% discount on their main lease (57-61/57W-61W) for providing these transient moorings as well as for serving as Host to visiting yachts.

The A1-3 lease is a ten-year lease and currently expires at the end of June 2013. Staff has met with MBYC representatives and agreed upon the attached new lease (in mark-up format).

Prepared By: _____

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

DISCUSSION

The new lease mirrors the existing lease terms and conditions, and follows the standard modern City lease format with the following major highlights:

1. New lease term of 19 years to line up with their main lease expiration of 2032.
2. Base Rent to be \$18,500., which is derived from the City's current monthly Master Fee Schedule rent amount for privately-owned moorings in the bay commensurate to the MBYC's number of non-transient moorings (19).
3. Base Rent to be annually adjusted by the CPI Index.
4. Base Rent to be re-evaluated each subsequent five-year period and re-set based on current Master Fee Schedule mooring rates.
5. MBYC to pursue certification under the "Clean Marinas" program.

The Morro Bay Yacht Club, a legal non-profit, is a tenant in good standing in accordance with the City's Lease Management Policy.

CONCLUSION

Staff recommends approval of Resolution 38-13 for a new Lease Agreement between the Morro Bay Yacht Club and the City of Morro Bay for Mooring Area A1-3.

RESOLUTION NO. 38-13

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVAL OF A NINETEEN YEAR LEASE AGREEMENT FOR
MOORING AREA A1-3 BETWEEN THE CITY OF MORRO BAY AND
THE MORRO BAY YACHT CLUB**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City of Morro Bay is the lessor of certain waters and properties on the Morro Bay Waterfront described as City Tidelands leases and properties; and

WHEREAS, the Morro Bay Yacht Club is the lessee of Mooring Area A1-3 located offshore of the Club at 541 Embarcadero and are tenants in good standing; and

WHEREAS, the Morro Bay Yacht Club requires use of the A1-3 Mooring Area in order to provide accommodation for their members and for providing host services for visiting yachts as per their Master Lease Agreement for the Club lease site; and

WHEREAS, in accordance with the City's Master Lease Policy, the City and lessee have agreed to a new nineteen year lease agreement for Mooring Area A1-3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, that the attached new Lease Agreement for Mooring Area A1-3 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said Mooring Agreement.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 9th day of July, 2013 on the following vote:

AYES:

NOES:

ABSENT:

Jamie L. Irons, Mayor

ATTEST:

Jamie Boucher, City Clerk

L E A S E

by and between

the CITY OF MORRO BAY

("CITY")

and

the MORRO BAY YACHT CLUB

("TENANT")

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LEASE

This LEASE is made and entered into by and between the CITY OF MORRO BAY, a municipal corporation of the State of California herein called CITY, and the Morro Bay Yacht Club, a California non-profit organization herein called TENANT.

WITNESSETH

WHEREAS, the State of California granted certain tide and submerged lands located within the CITY limits of CITY to the County of San Luis Obispo and to its successors, being Chapter 1076, Statutes of 1947, as amended by Chapter 413, Statutes of 1955, Chapter 1874, Statutes of 1957, and Chapter 70, Statutes of 1960, first extraordinary session; which Statutes may be amended from time to time by the Legislature of the State of California; all of which Statutes are expressly recognized and agreed to be in full force and effect by the parties hereto; and

WHEREAS, the parties hereto recognize and agree that on July 17, 1964, the CITY of Morro Bay, Lessor herein, succeeded to all of the right, title and interest of the County of San Luis Obispo in and to all of the tide and submerged lands conveyed to said County by the State of California pursuant to the above mentioned acts; and

WHEREAS, judgment has been entered on October 14, 1968, in the case of CITY of Morro Bay, Plaintiff, versus County of San Luis Obispo, and State of California, Defendants, by the Superior Court of the State of California in and for the County of San Luis Obispo, #30417, adjudging and decreeing, among other things, that the title to said tide and submerged lands so conveyed by the State of California to the County of San Luis Obispo in trust, as set forth above, passed automatically to the CITY of Morro Bay upon the date of its incorporation as a CITY on the 17th day of July, 1964; and

WHEREAS, TENANT accepts the within Lease with full knowledge that there is no warranty of title in and to the within described premises by CITY to TENANT; and

WHEREAS, in order to develop and improve Morro Bay Harbor and to assist in carrying out the provisions of the tideland grant as aforesaid, and in order to provide facilities for the accommodation of those using Morro Bay Harbor, CITY desires to lease to TENANT the within described property upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants to be performed and the rental to be paid by TENANT to CITY, CITY leases to TENANT, and TENANT leases from CITY, all of the following premises (herein collectively referred to as the "Premises") in the CITY of Morro Bay, County of San Luis Obispo, State of California, described as follows:

Mooring Zone A1-3 as delineated on Diagram 15.28.020 codified in and made a part of chapter 15.28 of the Morro Bay Municipal Code. Such map as approved and adopted by resolution of the City Council. (Ord. 119 § 1 (part), 1974: prior code § 9406.2). Said premises consisting of an area sufficient to accommodate twenty three moorings with a minimum swing radius of fifty feet.

This property is delineated on Parcel Map of the CITY of Morro Bay No. 68-30, which map was recorded on October 10, 1968, in Book 3, Page 10 of Parcel Maps in the Office of the County Recorder, San Luis Obispo County, California. A copy of said Map is attached hereto as Exhibit A and made a part hereof by reference.

Article 1 FIXED TERM

Section 1.01 Term.

The term of this Lease shall be a period of nineteen (~~190~~) years, commencing July 1, 201303 (the "Commencement Date"). The term of this Lease shall terminate without notice on June 30, 203213, unless sooner terminated as herein provided.

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Section 1.02 No Extensions.

The term of this Lease shall not be extended nor shall this Lease be renewed. Requests for continued use of the Premises shall be treated as an application for a new lease and shall require appropriate application to the CITY with all required supporting information and documents, CITY Council approval and the execution of a new CITY lease, containing the then most current terms, covenants, conditions and rent schedules.

Section 1.03 Hold Over.

Should TENANT hold the demised Premises after the expiration of the term of this Lease with the consent of the CITY, express or implied, such holding over (in the absence of a written agreement between CITY and TENANT with respect thereto) shall be deemed to create a tenancy from month to month, terminable on thirty (30) days written notice from either party to the other, at a monthly rental equal to two hundred percent (200%) of the average total Rent per

month for the twelve (12) months immediately preceding the expiration of the Lease, and otherwise subject to each and every term, covenant and condition of this Lease.

Section 1.04 Replacement.

As of the Commencement Date of this Lease, this Lease shall extinguish and replace every prior lease between CITY and TENANT respecting the Premises, if any. Any right or interest held by the TENANT pursuant to any existing lease with respect to the Premises which is not granted pursuant to this Lease shall be extinguished as of the Commencement Date of this Lease.

Article 2 RENT

Section 2.01 Annual Minimum Rent.

TENANT agrees to pay to CITY a minimum guaranteed annual rental for the use and occupancy of the Premises, in an initial amount of ~~\$18,500~~~~14,446.00~~ per year (the "Minimum Rent"), payable in advance in equal semiannual installments on January 1 and July 1 each year during the term of the Lease. If the Commencement Date is other than January 1 or July 1, then TENANT shall pay, on the Commencement Date, the proportionate amount of the Minimum Rent payable for the period from the Commencement Date until the next payment date of January 1 or July 1, as the case may be. If the term of the Lease expires on a date other than December 31 or June 30, TENANT'S final installment of Minimum Rent shall be proportionate to the time remaining in the term. All Rent, including the Minimum Rent and the Percentage Rent, shall be paid in lawful money of the United States of America, without offset or deduction and shall be paid to CITY at City Hall located at 595 Harbor Street, Morro Bay, California, or at such other place or places CITY may from time to time designate by written notice delivered to TENANT.

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Section 2.02 CPI Adjustment to Annual Minimum Rent.

(1) The parties agree that as of every July 1 following the Commencement Date (each, a "CPI Adjustment Date"), the annual Minimum Rent shall be increased in direct proportion to any upward or downward movement in the Consumer Price Index for January 20~~13~~~~03~~ which is hereby agreed to be ~~238.015~~~~185.2~~ (Base Index). The percentage adjustment for any given year shall be based on the monthly average Index for the calendar year immediately preceding the CPI Adjustment Date as compared with the Base Index. The Consumer Price Index referred to herein is the Consumer Price Index (all items indexes, all urban consumers) for Los Angeles -

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Anaheim - Riverside, California, compiled and published by the United States Department of Labor, Bureau of Labor Statistics, 1982-84 Base Year = 100 (the "Index").

(2) The Annual Minimum Rent shall be adjusted as of each CPI Adjustment Date, and will remain in effect as adjusted until the next CPI Adjustment Date. As an illustration only, if the Base Index (Jan. 1, 1999 CPI) is 166.1 and the monthly average CPI for 2000 is 171.6, then the percentage increase is equal to 3.31%. Therefore, the Minimum Rent would be increased by 3.31% as of July 1, 2001, and would continue at that rate through June 30, 2002.

(3) If the United States Department of Labor, Bureau of Labor Statistics, shall cease to compile and make public the Index as now constituted and issued, but shall substitute another index in its place, then said substituted index shall be used for the purpose of adjusting the Minimum Rent for the Premises. If the Index is changed so that the base year differs from that in effect on the Lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

Section 2.03 Calculation of New Minimum Rent.

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At the end of the initial five (5) years and of each five-year period thereafter, a new Minimum Rent shall be calculated for the following five (5) year period (each, a "Subsequent Rental Period") as follows:

(1) The Minimum Rent shall be subject to adjustment as of the fifth anniversary of the Commencement Date and every five years thereafter (each, an "Adjustment Date"). The Adjustment shall be based on the current Master Fee Schedule rate for privately-owned moorings, commensurate to TENANT's number of non-transient moorings, rounded-up to the nearest \$500 increment. As an illustration only, if the current Master Fee Schedule rate for privately-owned moorings is \$960/year (\$80/month) and there are 19 non-transient moorings in TENANT's A1-3 mooring field, the annual Minimum Rent shall be \$18,240, and rounded-up to \$18,500. Should the new Adjusted Minimum Rent be less than the current Minimum Rent prior to adjustment, the current Minimum Rent shall be maintained until the next Adjustment Date.

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(2) The new Minimum Rent shall be divided by two to determine the semiannual payments and shall be paid by TENANT to CITY on the first of each January and July thereafter. This new Minimum Rent shall be adjusted each following year in proportion to any increase in the Consumer Price Index as set out in Section 2.02 of this Lease.

~~Section 2.03~~Section 2.04 Reimbursements.

If TENANT fails to perform any term or covenant of this Lease, CITY may, but is not obligated to, perform such term or covenant, and TENANT shall reimburse CITY therefore as additional Rent hereunder. As an illustration and not as a limitation, if TENANT fails to procure the insurance required by this Lease, CITY may, but is not obligated to, obtain such insurance, with the cost of the premiums being due to CITY upon demand as additional Rent.

~~Section 2.04~~Section 2.05 Penalty and Interest.

(1) If any Rent is not received within ten (10) days following the date on which the Rent first became due, TENANT shall pay a late penalty of ten percent (10%) of the amount of the Rent in addition to the Rent.

(2) In addition to the penalty, TENANT shall pay interest at the rate of one percent (1%) per month or fraction thereof or the maximum amount permitted by law as of the date this Lease is signed, whichever is greater (the "Default Rate"), on the amount of the Rent, exclusive of the penalty, from the date on which Rent first became delinquent until paid. The term "Rent" includes any sums advanced by the CITY and any unpaid amounts due from TENANT to the CITY.

Article 3 USE OF PREMISES

Section 3.01 Permitted Uses.

The Premises shall, during the term of this Lease, be used for the purpose of operating and conducting thereon and therein the following:

Installation and operation of a mooring facility consisting of individual moorings for the use of the members of the Morro Bay Yacht Club, a non-profit organization, and for use by transient yachts under the control and direction and as part of the operation of the Morro Bay Yacht Club and for uses normally incident to and directly allied to such purpose and for no other purpose. TENANT shall maintain no less than six (6) moorings exclusively for the use of transient yachts as outlined in Section 13.02 hereof and the lease agreement between CITY and TENANT for Lease Sites 57-61/57W-61W.

Section 3.02 Unauthorized Use.

TENANT agrees to allow only those uses authorized in Section 3.01 hereinabove and that any unauthorized use thereof shall constitute a breach of this Lease and shall, at the option of CITY, terminate this Lease.

Section 3.03 Operation of Business - Hours of Operation.

(1) Failure to actively and diligently conduct the business authorized herein constitutes a breach of the agreement and shall, at the option of CITY, terminate this lease. TENANT shall during the term of this Lease conduct business of the nature specified in Section 3.01 of this Lease on the Premises in an efficient and diligent manner.

Section 3.04 Competition.

During the term of this Lease, TENANT shall not directly nor indirectly acquire or establish any similar or competing business within a radius of five (5) miles from the location of the Premises, provided, however, that TENANT may, with prior written approval from CITY, own or operate more than one business, whether or not competing and similar along the Embarcadero upon CITY lease sites. The purpose of this section is to prevent and prohibit TENANT from reducing revenue to CITY by diverting business from the operation at the Premises to another similar business owned by TENANT within the CITY but not upon a CITY lease site from which CITY is paid rent based on Gross Sales.

Section 3.05 Hazardous Materials.

(1) TENANT shall not transport, use, store, maintain, generate, dispose, release, treat or discharge any "Hazardous Material" (as defined below) upon or about the Premises (such activities being hereafter referred to as "Hazardous Materials Activities"), nor permit TENANT'S employees, agents, or contractors to engage in Hazardous Materials Activities upon or about the Premises, except as allowed by applicable law. The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body. All Hazardous Materials Activities at the Premises shall be conducted strictly in accordance with all applicable laws and regulations. If TENANT shall transport any hazardous waste from the Premises, such transportation shall be done only by a contractor duly licensed to haul hazardous waste and shall use only a duly licensed disposal site approved by TENANT'S liability insurer.

(2) TENANT shall promptly notify CITY of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to

the presence of any Hazardous Material on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party against TENANT or the Premises relating to any loss or injury resulting from any Hazardous Material on or from the Premises, and (iii) any matters where TENANT is required by applicable law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises. CITY shall have the right (but not the obligation) to inspect the Premises, to take such remedial action on the Premises, as CITY may deem appropriate, and to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety law.

(3) If any Hazardous Material is released, discharged or disposed of by TENANT or its employees, agents or contractors, on or about the Premises in violation of the foregoing provisions, TENANT shall immediately notify CITY. CITY may elect either to take such remedial action as CITY deems appropriate, in which event TENANT shall reimburse CITY for all costs thereof within ten (10) days after demand, or direct TENANT to perform such remediation. If CITY directs TENANT to perform the remediation, TENANT shall immediately take such remedial action, as CITY shall direct. TENANT shall, properly and in compliance with applicable laws clean up and remove the Hazardous Material from the Premises and any other affected property at TENANT'S expense. If CITY directs TENANT to perform remediation hereunder and if TENANT shall fail to comply with the provisions of this Section within five (5) days after written notice by CITY, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, CITY may (but shall not be obligated to) arrange for such compliance directly or as TENANT'S agent through contractors or other parties selected by CITY at TENANT'S expense (without limiting CITY'S other remedies under this Lease or applicable law).

Section 3.06 Tidelands Trust.

TENANT shall use and occupy the Premises in strict compliance with the Tidelands Trust purposes under which the Premises or any portion thereof are held by CITY pursuant to the grants from the State of California as set forth in this Lease.

Section 3.07 Compliance with Law.

TENANT shall, at no cost to CITY, comply with all of the requirements of all local, municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all local, municipal and county ordinances and state and federal statutes, rules, regulations and orders now

in force or which may hereafter be in force (collectively, "Legal Requirements") provided that TENANT shall not be required to comply with any Legal Requirement imposed by the CITY that would substantially deprive TENANT of a material benefit under this lease unless such Legal Requirement has been imposed or required by a county, state or federal authority. The judgment of any court of competent jurisdiction, or the admission of TENANT in any action or proceeding against TENANT, whether CITY be a party thereto or not, that TENANT has violated any such Legal Requirement in the use of the Premises shall be conclusive of that fact as between CITY and TENANT.

Section 3.08 Waste or Nuisance.

TENANT shall not commit or permit the commission by others of any waste on the Premises; TENANT shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by law on the Premises; and TENANT shall not use or permit the use of the Premises for any unlawful purpose.

Section 3.09 Use by CITY.

(1) Subject to TENANT's rights hereunder to possession of the Premises, CITY may grant licenses to, or otherwise authorize, other persons and entities permitting uses of the Morro Bay Harbor.

(2) CITY also retains and reserves for itself, its successors and assigns, all oil, gas, petroleum and other mineral or hydrocarbon substances in and under the lands leased hereby together with right to prospect and extract all such substances.

Article 4 CONSTRUCTION, ALTERATION AND REPAIRS

Section 4.01 Construction Approval.

(1) TENANT shall not make or permit any other person to make any alterations or structural additions or structural modifications to the Premises or to any structure thereon or facility appurtenant thereto if the cost thereof shall exceed fifty thousand dollars (\$50,000), without the prior written consent of CITY. The consent to be obtained pursuant to this Section 4.01(1) shall be requested from the Harbor Director for CITY. If the Harbor Director gives such consent to proceed, it is understood that such consent is given by CITY only in its capacity as the landlord under this Lease and not as the permit-issuing authority. TENANT remains obligated to obtain any needed building permits and comply with all applicable planning processes.

(2) Where required by the Morro Bay Municipal Code, California Coastal Act, Corps of Engineers or any other state or federal agency having authority over the proposed project, then all Conditional Use Permits, Concept Plans, Precise Plans, Coastal Development Plans, and any other required plans or permits shall be applied for and approved prior to any construction, alteration or repairs.

Section 4.02 Construction Bond.

(1) Prior to the commencement of any construction the cost of which is greater than the amount of one hundred thousand dollars (\$100,000), TENANT shall file with the Morro Bay CITY Clerk a final detailed Civil Engineer's, Registered Architect's or Licensed and Bonded General Contractor's estimate of the cost of construction and installation of improvements on the Premises. Said estimate must be submitted to the CITY Engineer for approval. TENANT shall file with the Morro Bay CITY Clerk a faithful performance bond, in a form and issued by a corporate surety company satisfactory to CITY, in an amount satisfactory to CITY but not in excess of one hundred percent (100%) of the final detailed cost estimate, securing the faithful performance of TENANT or its contractor in the completion of said construction.

(2) TENANT shall also file with the Morro Bay CITY Clerk a labor and materials bond, in a form and issued by a corporate surety company satisfactory to CITY, in an amount satisfactory to CITY but not in excess of one hundred percent (100%) of the final detailed cost estimate, securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of said construction.

(3) In lieu of the above referenced bonds, TENANT may post cash deposits or may make other mutually satisfactory arrangements to guarantee the completion of construction projects. In the event the contractor bonds the project, CITY may be named as additional indemnitee to comply with these requirements.

Section 4.03 Mechanics' Liens.

At all times during the term of this Lease, TENANT shall keep the Premises and all buildings, installations and other improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. TENANT further agrees to at all times, save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with any improvement, repairs, or alterations on the Premises, and the cost of defending against such claims, including reasonable attorneys' fees. Should TENANT fail to pay and discharge or cause the Premises to be released from such liens or claim of liens within ten (10) days after the

filing of such lien or levy, TENANT shall upon written notification be required to immediately deposit with CITY a bond conditioned for payment in full of all claims on which said lien or levy has been filed. Such bond shall be acknowledged by TENANT as principal and by a company or corporation, licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety. The beneficiary of any security instrument which instrument is on record with CITY, shall have the right to file such a bond on behalf of TENANT. CITY shall have right to post and keep posted on the Premises notices of non-responsibility and any other notices that may be provided by law or which CITY may deem proper for the protection of CITY and Premises from such liens. TENANT shall give CITY notice at least twenty (20) days prior to commencement of any work on the Premises to afford CITY the opportunity to post such notices.

Section 4.04 Ownership of Improvements.

The parties agree that CITY has the option and right to require TENANT to remove all buildings, structures, installations, improvements of any kind or other property belonging to or placed upon the Premises by TENANT at the termination of this Lease, however occurring, providing CITY gives notice, in writing, no later than thirty (30) days prior to the termination of the Lease, of its decision to require that such improvements be removed. The parties agree that if the CITY exercises its option, then at the termination of this Lease, however occurring, TENANT shall have sixty (60) days thereafter to remove all buildings, structures, facilities, installations, improvements and other property belonging to TENANT from the Premises. If CITY exercises such option and TENANT fails to remove all such improvements and other property within sixty (60) days after the termination of this Lease, CITY shall have the right to have any or all such improvements and other property removed at the expense of TENANT. If CITY does not exercise its option to remove (or require the removal of) the improvements and other property, then title to such improvements and other property shall vest in CITY and TENANT shall not remove same.

Article 5 LEASEHOLD MORTGAGES

Tenant shall not mortgage, securitize or hypothecate the leasehold interest in whole or any part without the prior written approval of City as evidenced by a resolution of the City Council of the City of Morro Bay.

Article 6 REPAIRS, MAINTENANCE AND RESTORATION

Section 6.01 Maintenance by TENANT.

At all times during the term of this Lease, TENANT shall, at TENANT'S own cost and expense, keep and maintain all improvements now or hereafter on the Premises in good order and repair and in a safe condition. Installation, maintenance and inspection of moorings shall be in accordance with and subject to CITY specifications and conditions as detailed in the Morro Bay Municipal Code as amended from time to time. Installation, maintenance and inspection costs shall be at the expense of TENANT. Each mooring shall be inspected for general condition and safety bi-annually and by a qualified person hired by TENANT subject to approval by CITY. CITY may, at the sole option of CITY, inspect and repair the moorings on the Premises at TENANT'S cost and expense, in the event TENANT fails to inspect and maintain the moorings on the Premises in accordance with this Section to the satisfaction of CITY after fifteen (15) days' written notice to TENANT from CITY of CITY's intent to exercise this option.

Section 6.02 Seawalls and Revetment.

At all times during the term of this Lease, TENANT shall at TENANT'S own cost and expense repair, maintain, replace and rebuild as necessary, the improvements, pilings, bulkheads, seawalls, revetment, piers, posts and any structures or other improvements located in the water portion of the Premises. Further, TENANT shall at TENANT'S own cost and expense conduct maintenance surveys at reasonable intervals to locate and determine needed repairs.

Section 6.03 Legal Requirements.

At all times during the term of this Lease, TENANT, at no cost to CITY, shall:

- (1) Make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any Legal Requirements (as defined in Section 3.07 above) now or hereafter made or issued;
- (2) Observe and comply with all Legal Requirements now or hereafter made or issued respecting the Premises or the improvements or facilities located thereon;
- (3) Obtain all required permits pursuant to the Morro Bay Municipal Code or State law prior to the initiation of any repair or maintenance activity; and
- (4) Indemnify and hold CITY and the property of CITY, including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from TENANT'S failure to comply with and perform the requirements of this section.

Section 6.04 Failure to Repair.

In the event failure to repair results in a hazardous or unsafe condition, CITY shall have the right and option but not the obligation to close and prohibit access to the unsafe portion of the Premises until such repairs are completed and accomplished and the Premises rendered safe for public use. In addition, if TENANT fails to repair any hazardous or unsafe condition within ten (10) days of written notice thereof from CITY, CITY shall have the right, but not the obligation, to perform such repair at TENANT'S expense. TENANT shall reimburse CITY for any such repair undertaken by CITY, promptly upon CITY'S demand, as additional Rent. Failure by CITY to enforce any of the provisions of this Article shall not constitute a waiver of these provisions and CITY may at any time enforce all of the provisions of this Article, requiring all necessary repairs, rebuilding or replacement.

Section 6.05 Inspection by CITY.

CITY or CITY'S agents, representatives, or employees may enter the Premises at all reasonable times for the purpose of inspecting the moorings on the Premises to determine whether TENANT is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect CITY'S interest in the Premises under this Lease or to perform CITY'S duties under this Lease.

Section 6.06 TENANT'S Duty to Restore Premises.

(1) Except as provided in Section 6.07 below, if at any time during this Lease, any improvements now or hereafter on the Premises are destroyed in whole or in part by the elements, or any other cause not the fault of TENANT or CITY, this Lease shall continue in full force and effect and TENANT, at TENANT'S own cost and expense, shall repair and restore the damaged or destroyed improvement(s) according to the original plan thereof or according to such modified plans therefore as shall be approved in writing by CITY. The work of permitting, repair and restoration shall be commenced by TENANT within one hundred eighty (180) days after the damage or destruction occurs shall be pursued with due diligence, and shall be completed not later than one year after the work is commenced, unless the parties hereto mutually agree, in writing, to an extension. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for construction work on the Premises set forth in Article 4 of this Lease. Any failure by TENANT either to commence or to complete repair and restoration as required by this Section 6.06 shall be a material default under this Lease.

(2) Any and all insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction of any improvements on the Premises shall be paid to TENANT and applied by TENANT toward the cost of repairing and restoring the damaged or destroyed improvements in the manner required by this Section 6.06, or, if this Lease is terminated, then applied as provided in Section 6.07. Except as set forth in Section 6.08 below, TENANT'S obligation to restore pursuant to this Section shall exist whether or not funds are available from insurance proceeds.

Section 6.07 Termination of Lease for Destruction.

(1) Notwithstanding the provisions of Section 6.06 of this Lease, TENANT shall have the option of terminating this Lease as provided in this Section 6.07 if:

(a) During the last five (5) years of the term of this Lease, any improvements now or hereafter on the Premises are so damaged or destroyed by the elements or any cause not the fault of TENANT or CITY, that they cannot be repaired and restored as required by Section 6.06 of this Lease at a cost not exceeding thirty-five percent (35%) of the cost of replacing all improvements if they had been totally destroyed at the time of such damage; or

(b) During the last two (2) years of the term of this Lease, any improvements now or hereafter on the Premises are so damaged or destroyed by the elements or any cause not the fault of TENANT or CITY, that they cannot be repaired and restored as required by Section 6.06 of this Lease at a cost not exceeding fifteen percent (15%) of the cost of replacing all improvements if they had been totally destroyed at the time of such damage.

(2) TENANT may exercise its right to terminate pursuant to this Section 6.07 by providing written notice to CITY within one hundred eighty (180) days following damage or destruction as described herein. Such termination shall be effective on the last day of the calendar month following the month in which TENANT provides its notice.

(3) If TENANT fails to commence or complete repair and restoration as required by Section 6.06, CITY shall have all rights and remedies with respect to TENANT'S default, including but not limited to termination of this Lease pursuant to Article 11.

(4) If this Lease is terminated as a result of damage or destruction, then any insurance proceeds received with respect to the improvements shall be applied or distributed in the following order:

(a) first, to the demolition of the improvements and removal of all demolition debris; then

(b) to any accrued and unpaid Rent as of the effective date of the termination;

then

(c) to each Lender under a Leasehold Encumbrance, in order of lien priority, an amount not to exceed the amount due under such Leasehold Encumbrance; then

(d) to CITY, an amount equal to the present value, as of the date of termination, of the total Minimum Rent for the remainder of the Term; then

(e) the remaining proceeds, if any, to TENANT.

Section 6.08 Destruction Due to Risk Not Covered by Insurance.

Notwithstanding anything to the contrary in Section 6.06 of this Lease, TENANT shall have the right to terminate this Lease at any time if the improvements on the Premises are damaged or destroyed by a casualty for which TENANT is not required under this Lease to carry insurance and the cost to repair or restore such improvements exceeds fifty percent (50%) of the fair market value of all the improvements on the Premises immediately prior to the damage or destruction.

Article 7 INDEMNITY AND INSURANCE

Section 7.01 Indemnity Agreement.

(1) TENANT shall indemnify and hold CITY, and the property of CITY (including the Premises and any improvements now or hereafter on the Premises), and the CITY'S officers, officials, employees and volunteers harmless from any and all liability, claims, loss, damages, and expenses, including attorney fees and litigation expenses, resulting from TENANT'S occupation and use of the Premises or any negligent act or omission of the TENANT or any of its subtenants, employees, contractors or anyone for whom TENANT may be liable, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including TENANT or any person who is an employee or agent of TENANT, or by reason of the damage to or destruction of any property, including property owned by TENANT or by any person who is an employee or agent of TENANT, from any cause whatever while such person or property is in or on the Premises or in any way connected with the Premises or with any of the improvements or personal property on the Premises;

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(b) The death or injury of any person, including TENANT or any person who is an employee or agent of TENANT, or by reason of the damage to or destruction of any property, including property owned by TENANT or any person who is an employee or agent of TENANT, caused or allegedly caused by either (i) the condition of the Premises or any improvement placed on the Premises by TENANT, or (ii) any act or omission on the Premises by TENANT or any person in, on, or about the Premises with or without the permission and consent of TENANT;

(c) Any work performed on the Premises or materials furnished to the Premises at the instance or request of TENANT or any person or entity acting for or on behalf of TENANT;

(d) TENANT'S failure to perform any provision of this Lease or to comply with any Legal Requirement imposed on TENANT or the Premises.

(2) TENANT'S obligations pursuant to this Section to indemnify and hold harmless do not extend to any liability, claim, loss, damage or expense arising from CITY'S active negligence or willful misconduct.

Section 7.02 Liability Insurance.

During the term of this Lease, TENANT shall maintain at its cost Commercial General Liability insurance with coverages at least as broad as ISO Forms labeled "City of Morro Bay Insurance requirements for Lessees", Certificate of Insurance -- City of Morro Bay", and "Additional Insureds -- Managers or Lessors of Premises" attached hereto as Exhibit B and made a part hereof as may be updated or changed from time to time at the sole discretion of the CITY, insuring against claims for bodily injury (including death), property damage, contractual liability, personal injury and advertising injury occurring on the Premises or from operations located in any part of the Premises. Such insurance shall afford protection in amounts no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, provided that if insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Premises or the general aggregate limit shall be twice the occurrence limit stated in this Section. All liability insurance carried by TENANT hereunder shall name CITY, its officers, officials, employees and volunteers as additional insureds, and shall be primary insurance with respect to such additional insureds. TENANT shall include all its subtenants as insureds under TENANT's liability policies or shall furnish separate certificates and endorsements for each subtenant. All coverages for subtenants shall comply with all requirements of this Article Seven.

Section 7.03 Worker's Compensation.

TENANT shall maintain at TENANT'S own expense and keep in full force and effect during the term of this Lease, Worker's Compensation Insurance as provided by law. Said insurance shall contain a waiver of subrogation rights against CITY. TENANT shall also maintain employer's liability insurance with minimum coverage of \$1,000,000 per accident for bodily injury or disease.

Section 7.04 Property Insurance.

TENANT shall, at its cost, at all times during the term of this Lease keep all improvements and other structures on the Premises, as well as any and all additions, improvements and betterments thereto, insured for one hundred percent (100%) of their full replacement cost with no co-insurance provision against loss or destruction by the perils covered by "all risk" (excluding earthquake) property damage insurance policies. Any loss payable under such insurance shall be payable to TENANT, CITY, and any Lender under a Leasehold Encumbrance pursuant to Article 5 of this Lease, as their interests may appear, and such proceeds shall be used and applied in the manner required by Article 6 of this Lease.

Section 7.05 Additional Coverage.

TENANT shall also maintain, at its expense, the insurance described in this Section 7.05.

(1) If TENANT has (or is required by any Legal Requirement to have) a liquor license and is selling or distributing alcoholic beverages on the Premises, then TENANT shall maintain liquor liability coverage in appropriate amounts. TENANT shall require any subtenant who has (or is required by any Legal Requirement to have) a liquor license and who is selling or distributing alcoholic beverages on the Premises, to maintain such coverage.

(2) TENANT shall maintain "all risk" (excluding earthquake) property damage insurance covering TENANT's personal property located at the Premises, in amounts not less than the full replacement value of such personal property. CITY shall have no interest in the proceeds of such insurance.

(3) TENANT shall, at TENANT's own expense, obtain and maintain any additional insurance coverages that CITY may reasonably require. As illustration only and not as a limitation, in appropriate circumstances such additional insurance may include increased general liability limits, business interruption coverage, business automobile liability, boiler and machinery insurance and/or builder's risk insurance. However, TENANT shall not be required to

maintain additional coverages that are in excess of those typically maintained by similarly situated tenants in the Morro Bay area.

Section 7.06 General Requirements.

Except as specifically provided to the contrary, all the insurance required pursuant to this Article Seven shall be subject to the requirements of this Section 7.06.

~~(4)~~(1) Maintenance of proper insurance coverage is a material element of this Lease and failure to maintain or renew coverage or to provide evidence of coverage and/or renewal may be treated by the CITY as a material breach of contract. TENANT shall forward the CITY specifications and forms to TENANT'S insurance agent for compliance.

~~(5)~~(2) CITY may at any time require TENANT to increase the minimum coverage limits for insurance required by this Lease, but every such increase shall be reasonable under the circumstances.

~~(6)~~(3) All policies shall be issued by insurance companies authorized to issue such insurance in California, with an A.M. Best's rating of no less than A:VII.

~~(7)~~(4) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees and volunteers; or the TENANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

~~(8)~~(5) Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be cancelled or reduced, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

~~(9)~~(6) TENANT shall furnish CITY with certificates and amendatory endorsements effecting the coverage required by this Lease. The endorsements shall be on forms provided by CITY or on other than CITY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by CITY before use of the Premises, and promptly following any renewal or replacement. CITY reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

~~(10)~~(7) TENANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by

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CITY, its officers, officials, employees, or volunteers shall be excess of TENANT's insurance and shall not contribute with it.

Section 7.06 Section 7.07 No Subrogation.

TENANT agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, TENANT shall look solely to its insurance for recovery. TENANT hereby grants to the CITY, on behalf of any insurer providing insurance to either TENANT or CITY with respect to TENANT'S occupancy of the Premises, a waiver of any rights to subrogation which any such insurer of said TENANT may acquire against the CITY by virtue of the payment of any loss under such insurance. Each insurance policy, required under this Lease including those insuring TENANT against claims, expense, or liability for injury to persons or property shall provide that the insurer shall not acquire by subrogation any right to recovery which TENANT has expressly waived in writing prior to the occurrence of the loss.

Section 7.07 Section 7.08 TENANT'S Waiver.

TENANT hereby waives any right of recovery against CITY for each claim, expense, liability, or business interruption, or other loss, except where caused by CITY'S active negligence or willful misconduct. TENANT agrees that to the extent that TENANT fails to acquire insurance, TENANT shall not have any claim against CITY for any loss that results from a risk or peril that would have been included in such insurance.

Section 7.08 Section 7.09 Insurance Not a Limit.

The insurance requirements of this Article Seven are independent of, and do not limit or modify, TENANT'S indemnification and other obligations pursuant to this Lease.

Article 8 TAXES AND FEES

Section 8.01 TENANT to Pay Taxes.

TENANT shall pay, before delinquency, all taxes and assessments levied upon or assessed to TENANT on the Premises by reason of this Lease or of any equipment, appliances, improvement, or other development of any nature whatsoever, erected, installed, or maintained by TENANT or by reason of the business or other activity of TENANT upon or in connection with the Premises. TENANT shall pay all possessory interest taxes applicable to the Premises.

Section 8.02 TENANT to Pay License and Permit Fees.

TENANT shall pay any fees imposed by law for licenses or permits for any business or activities including construction by TENANT upon the Premises.

Section 8.03 Utilities.

TENANT shall pay, or cause to be paid, and hold CITY and the property of CITY, including the Premises, free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, and for other public utilities to the Premises during the term of this Lease and for the removal of garbage and rubbish from the Premises during the term of this Lease.

Article 9 CONDEMNATION

Section 9.01 Total Condemnation.

If title and possession to all of the Premises is permanently taken for any public or quasi-public use under any statute, or by the right of eminent domain, then this Lease shall terminate on the date that possession of the Premises is taken, and both CITY and TENANT shall thereafter be released from all obligations, including Rent, all of which shall be prorated to the date of termination, except those specified in Section 9.02 of this Lease.

Section 9.02 Condemnation Award.

Any compensation or damages awarded or payable because of the permanent taking of all or any portion of the Premises by eminent domain shall be allocated between CITY and TENANT as follows:

(1) All compensation or damages awarded or payable for the taking by eminent domain of any land that is part of the Premises shall be paid to and be the sole property of CITY free and clear of any claim of TENANT or any person claiming rights to the Premises through or under TENANT.

(2) All compensation or damages awarded or payable which is specifically attributed by the taking party to the "good will" of TENANT'S business shall be paid to and be the sole property of TENANT.

(3) All compensation or damages awarded or payable because of any improvements constructed or located on the portion of the Premises taken by eminent domain where only a portion of the Premises is taken by eminent domain, and TENANT is not entitled to or does not

terminate this Lease, shall be applied in the manner specified in Section 9.04 toward the replacement of such improvements with equivalent new improvements on the remaining portions of the Premises.

(4) All compensation or damages awarded or payable because of any improvements constructed or located on the portion of the Premises taken by eminent domain where this Lease is terminated because of the taking by eminent domain, whether all or only a portion of the Premises is taken by eminent domain, shall be allocated between CITY and TENANT as follows:

(a) That percentage of the compensation or damages awarded or payable because of the improvements that equals the percentage of the full term of this Lease that has, at the time of the taking, not expired shall belong to and be the sole property of TENANT.

(b) That percentage of the compensation or damages awarded or payable because of the improvements that equals the percentage of the full term of this Lease that has, at the time of the taking, expired shall belong to and be the sole property of CITY.

(c) The term "time of taking" as used in this Section shall mean 12:01 a.m. of the date that the agency or entity exercising the eminent domain power, takes, title, or the date that it takes physical possession of the portion of the Premises, whichever shall first occur.

(5) Any severance damages awarded or payable because only a portion of the Premises is taken by eminent domain shall be the sole and separate property of CITY.

Section 9.03 Termination for Partial Taking.

Should, during the term of this Lease, title and possession of only a portion of the Premises be taken for any public or quasi-public use under any statute, or by right of eminent domain, TENANT may, at TENANT'S option, terminate this Lease by serving written notice of termination on CITY within ninety (90) days after TENANT has been deprived of actual physical possession of the portion of the Premises taken for such public use. This Lease shall terminate on the first day of the calendar month following the calendar month in which the notice of termination described in this section is served on CITY. On termination of this Lease pursuant to this Article, all subleases and subtenancies in or on the Premises or any portion of the Premises created by TENANT under this Lease shall also terminate and the Premises shall be delivered to CITY free and clear of all such subleases and subtenancies, provided, however, that CITY may, at CITY'S option, by mailing written notice to a subtenant allow any subtenant to attorn to CITY and continue such subtenant's occupancy on the Premises as a TENANT of

CITY. On termination of this Lease pursuant to this section, however, both CITY and TENANT shall be released from all obligations under this Lease, except those specified in Section 9.02 of this Lease.

Section 9.04 Rent Abatement for Partial Taking.

Should, during the term of this Lease, title and possession of only a portion of the Premises be taken under the power of eminent domain by any public or quasi-public agency or entity and TENANT does not terminate this Lease, then this Lease shall terminate as to the portion of the Premises taken under eminent domain on the date actual physical possession of the portion taken by eminent domain is taken by the agency or entity exercising the eminent domain power. Furthermore, the Rent payable under this Lease shall, as of that time be reduced in the same proportion of the Premises taken by eminent domain bears to the full value of the Premises at that time; provided however, that TENANT shall make a good faith effort to replace any improvements or facilities with equivalent new facilities on the remaining portion of the Premises and do all other acts at TENANT'S own cost and expense required by the eminent domain taking to make the remaining portion of the Premises fit for the use specified in this Lease.

Section 9.05 Conveyance in Lieu of Eminent Domain.

A voluntary conveyance by CITY, with the consent of TENANT, of title to all or a portion of the Premises to a public or quasi-public agency or entity in lieu of and under threat by such agency or entity to take the same by eminent domain proceedings shall be considered a taking of title to all or such portion of the Premises under the power of eminent domain subject to the provisions of this Article.

Section 9.06 Temporary Taking.

If the possession of the Premises or any portion thereof should be taken under the power of eminent domain by any public or quasi-public agency or entity for a limited period not extending beyond the term of this Lease, then this Lease shall not terminate (except as provided in this Section 9.06) and TENANT shall continue to perform all its obligations hereunder, except only to the extent that TENANT is prevented from performing such obligations by reason of such taking. TENANT shall be entitled to receive the entire amount of compensation or damages awarded because of such temporary taking. If a temporary taking extends for more than thirty-six (36) months, then TENANT shall have the right to terminate this Lease, and TENANT shall be entitled to receive, out of the compensation or damages awarded because of

such temporary taking, the amount that is attributable to the period of time up until the effective date of TENANT'S termination of this Lease.

Article 10 ASSIGNMENT AND SUBLEASING

Section 10.01 No Assignment Without CITY'S Consent.

Except as provided in this Article 10, TENANT shall not assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises without the express written consent of CITY evidenced by resolution first had and obtained. Any assignment or transfer by TENANT without the prior written consent of CITY, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of CITY, terminate this Lease. A consent by CITY to one assignment shall not be deemed to be a consent to any subsequent assignment of this Lease by TENANT. CITY shall not unreasonably nor arbitrarily withhold its approval to the assignment or transfer of this Lease to an assignee who is financially reliable and qualified to conduct the business for which this Lease was granted. It is mutually agreed that the TENANT'S qualifications are a part of the consideration for granting of this Lease and said party does hereby agree to maintain active control and supervision of the operation conducted on the Premises.

Section 10.02 Change of Ownership as Assignment.

For purposes of this Article 10, the following transactions will be deemed to be assignments or transfers:

(1) If TENANT is a partnership or limited liability company:

(a) A change in ownership effected voluntarily, involuntarily, or by operation of law, within a twelve-month (12-month) period, of twenty-five percent (25%) or more of the partners or members or twenty-five percent (25%) or more of the partnership or membership interests; or

(b) The dissolution of the partnership or limited liability company without its immediate reconstitution.

(2) If TENANT is a closely held corporation (i.e., one whose stock is not publicly held and not traded through an exchange or over the counter):

(a) The sale or other transfer, within a twelve-month (12-month) period, of more than an aggregate of twenty-five percent (25%) of the voting shares of TENANT (other than to immediate family members by reason of gift or death); or

(b) The dissolution, merger, consolidation, or other reorganization of TENANT.

Section 10.03 Application for Assignment.

A condition of an assignment shall be that TENANT shall file with the CITY an application to assign the leasehold prepared by the prospective assignee. Concurrently with filing the application, TENANT shall pay a reasonable fee associated with the cost of processing said application, in cash or certified or cashier's check to enable CITY adequately to investigate the proposed assignee's qualifications as a permitted assignee. CITY shall not be required to account for the use of the sum paid. If the proposed assignee's net worth on the date of assignment is not sufficient to reasonably guarantee successful operation of the Premises in compliance with all applicable CITY, County, State and federal requirements, CITY may withhold approval of the assignment or condition it upon TENANT'S guarantee of such assignee's obligations hereunder for such period as CITY deems advisable. Net worth shall mean the amount by which the total of all assets shall exceed the total of all liabilities as determined in accordance with general accepted accounting principles as approved by CITY'S auditor, or other authorized representative or agent.

Section 10.04 Probate Transfer of Assignment.

If TENANT is an individual, nothing herein contained will prevent the transfer of this Lease by will, or by operation of law under the intestacy provisions of the California Probate Code as it may be amended from time to time. Probate sale of the leasehold interest will not be permitted without the consent of the CITY, evidenced by resolution, first had and obtained.

Section 10.05 No Sublease Without CITY'S Consent.

TENANT shall not sublease the whole nor any part of the Premises, or license, permit, or otherwise allow any other person (the employees of TENANT excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of CITY'S Harbor director, or any future successor to the duties of the City'S Harbor Director. A consent to one subletting, occupation, licensing or use shall not be deemed to be a consent to any subsequent subletting, occupation, licensing or use by another person. Any sublease or license without CITY'S written consent shall be void, and shall at CITY'S option, terminate this Lease. CITY shall not unreasonably nor arbitrarily withhold its consent to sublet to one who is qualified and financially

reliable. CITY'S consent to any occupation, use, or licensing shall be in CITY'S sole and absolute discretion.

Section 10.06 Subtenant Subject to Lease Terms.

Any and all subleases shall be expressly made subject to all the terms, covenants, and conditions of this Lease. In no event shall the term of any sublease extend beyond the term of this Lease. Subject to Section 10.09, termination of this Lease prior to the expiration of this Lease term shall also terminate any and all subleases. A breach of the terms of this Lease by a subtenant shall constitute a breach on the part of TENANT and shall subject both the subtenant and TENANT to all the remedies provided to CITY herein and by law. Failure by any subtenant to report Gross Sales or to pay Percentage Rent due from subtenant shall constitute a breach of this lease. TENANT hereby agrees to and does guarantee payment of such Percentage Rent due by a subtenant under the terms of this lease.

Section 10.07 Consent Form Agreement.

Prior to any consent by CITY to any sublease hereof, TENANT shall cause to be executed between TENANT and any subtenant an agreement making the CITY a third party beneficiary, in a form acceptable to CITY, whereby the subtenant agrees to be bound by all of the terms, covenants and conditions of this Lease. Further, it is agreed by TENANT that any default by the subtenant of any of the terms, covenants and conditions of this Lease shall be deemed to be violations by TENANT of this Lease and that all remedies of CITY for such violation, including termination of this Lease, shall immediately be enforceable by CITY against TENANT. TENANT shall apply any and all monies received from any subtenant first to the payment of obligations of the subtenant to CITY.

Section 10.08 TENANT and Guarantor Remain Liable.

Prior to approval by CITY to any sublease hereof, TENANT shall agree to be primarily and jointly and severally liable to CITY for all obligations due CITY by any subtenant, including the payment of rents, and TENANT shall agree that CITY may proceed directly against TENANT for any obligation owing CITY by the subtenant. If this Lease is guaranteed, neither the sublease nor CITY'S approval thereof shall release the guarantor from its obligations pursuant to the guaranty.

Section 10.09 Nondisturbance.

On the terms set forth below, CITY may enter into agreements with subtenants providing that in the event of any termination of this Lease prior to the expiration date, CITY will not terminate or otherwise disturb the rights of the subtenant under such sublease, but will instead honor such sublease as if such agreement had been entered into directly between Landlord and such subtenant, conditioned upon such subtenant's agreement to attorn to Landlord and full performance of all obligations under the sublease in question ("Non-Disturbance Agreement"). CITY agrees to execute a Non-Disturbance Agreement in connection with a particular sublease provided that Tenant provides CITY with a copy of the sublease, and the Non-Disturbance Agreement is customary in form and substance and otherwise reasonably acceptable to CITY.

Article 11 DEFAULT AND TERMINATION

Section 11.01 Abandonment by TENANT.

Should TENANT breach this Lease and abandon all or any part of the Premises prior to the scheduled expiration of the term of this Lease, CITY may continue this Lease in effect by not terminating TENANT'S right to possession of the Premises, in which event CITY shall be entitled to enforce all CITY'S rights and remedies under this Lease including the right to recover the Rent specified in this Lease as it becomes due under this Lease.

Section 11.02 Termination for Breach by TENANT.

All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to TENANT. Should TENANT fail to perform any covenant, condition, or agreement contained in this Lease, except for payment of any Rent or other monetary amount due, and such failure is not cured within thirty (30) days after written notice thereof is served on TENANT, then CITY may terminate this Lease immediately, and in the event of such termination, TENANT shall have no further rights hereunder and TENANT shall thereupon forthwith remove from the Premises and shall have no further right or claim thereto and CITY shall immediately thereupon have the right to re-enter and take possession of the Premises, subject only to appropriate legal process.

Section 11.03 Termination for Failure to Pay Rent.

If any payment of Rent is not made as herein provided and such failure to pay is not cured within three (3) days after written notice thereof is served on the TENANT, CITY shall have the option to immediately terminate this Lease; and in the event of such termination,

TENANT shall have no further right or claim thereto and CITY shall immediately thereupon have the right to re-enter and take possession of the Premises, subject only to appropriate legal process.

Section 11.04 Lender May Cure Default.

CITY shall afford the Lender under any Leasehold Encumbrance of record with CITY the right to cure any default by TENANT of the covenants, conditions, or agreements hereof, as provided in Article 5 of this Lease.

Section 11.05 Attorneys' Fees.

In the event the CITY finds it necessary to retain an attorney in connection with the default by the TENANT or enforcement of any of the terms, conditions, and covenants of this Lease, even though litigation is not instituted, TENANT shall pay to CITY its reasonable attorneys' fees. Non-payment of attorneys' fees by TENANT within three (3) days after written notice is served on TENANT shall give rise to an independent legal action by CITY to collect same. If CITY is successful in such legal action, CITY shall also be entitled to attorney fees and costs for the collection action. To the extent that CITY is represented by the City Attorney, a reasonable sum for such attorneys' services will be included as attorneys' fees.

Section 11.06 Damages for Breach.

Should TENANT default in the performance of any covenant, condition or agreement contained in this Lease and the default be incurable or not be cured within the time period set forth hereinabove, then CITY may terminate this Lease and:

(1) Bring an action to recover from TENANT:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that TENANT proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that TENANT proves could be reasonably avoided; and

(d) Any other amount necessary to compensate CITY for all detriment proximately caused by TENANT'S failure to perform its obligations under this Lease; and

(2) Bring an action, in addition to or in lieu of the action described in subparagraph (1) of this Section, to re-enter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

Section 11.07 Cumulative Remedies.

The remedies available to CITY in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

Section 11.08 Waiver of Breach.

The waiver by CITY of any breach by TENANT of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by TENANT either of the same or a different provision of this Lease.

Section 11.09 Surrender of Premises.

On expiration or sooner termination of this Lease, TENANT shall surrender the Premises, and, subject to Section 4.04, all improvements in or on the Premises, and all facilities in any way appertaining to the Premises, to CITY in good, safe, and clean condition, reasonable wear and tear excepted.

Article 12 MISCELLANEOUS

Section 12.01 Attorneys' Fees.

Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation thereto, the party, CITY or TENANT, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose. The "prevailing" party shall mean the party who obtains substantially the relief sought by that party. To the extent that CITY is represented by the CITY Attorney, a reasonable sum for such attorneys' services will be included as attorneys' fees.

Section 12.02 Notices.

Any and all notice or demands by or from CITY to TENANT, or TENANT to CITY, shall be in writing. They shall be served either personally, or by registered or certified mail. Any notice or demand to CITY may be given to:

Harbor Director
1275 Embarcadero
Morro Bay, California 93442

with a copy to:

City Manager of the City of Morro Bay
City Hall
595 Harbor Street
Morro Bay, CA 93442

Any notice or demand to TENANT may be given at:

Morro Bay Yacht Club
Commodore
541 Embarcadero
Morro Bay CA 93442

Such addresses may be changed by written notice by either party to the other party.

Section 12.03 Governing Law and Jurisdiction.

This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease or any decision concerning this Lease arises. CITY and TENANT consent to exclusive personal and subject matter jurisdiction in the Superior Court of the State of California in and for the county where the Premises are located, and each party waives any claim that such court is not a convenient forum. Each party hereby specifically waives the provisions of California Code of Civil Procedure Section 394, and any successor statute thereto.

Section 12.04 Binding on Successors.

Subject to the provisions herein relating to assignment and subletting each and all of the terms, conditions, and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of any and all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

Section 12.05 Partial Invalidity.

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Section 12.06 Sole and Only Agreement.

This Lease, including all exhibits incorporated by reference, constitutes the sole and only agreement between CITY and TENANT respecting the Premises and the leasing of the Premises to TENANT. Any other agreements or representations respecting the Premises and their leasing to TENANT by CITY, which are not expressly set forth in this Lease, are null and void. The lease terms herein specified correctly set forth the obligations of CITY and TENANT as of the date of this Lease. No modification, amendment, or alteration of this Lease shall be valid unless it is in writing and signed by both parties.

Section 12.07 Modification.

This agreement shall not be modified except pursuant to a written agreement executed by the MAYOR and CITY CLERK pursuant to prior CITY Council approval. Notwithstanding CITY Council approval, no agreement shall become effective until such agreement is in fact executed by the MAYOR and CITY CLERK. TENANT understands that this agreement may not be modified by oral statements by any person representing the CITY including the MAYOR and CITY CLERK. TENANT specifically agrees not to rely on oral statements, purported oral waivers, or purported oral modifications and agrees not to rely upon purported written modifications unless they meet the requirements of this paragraph and are approved in writing pursuant to formal City Council action and a subsequent written modification signed by the MAYOR and CITY CLERK. If the title of any person authorized to act for CITY under this Lease shall be changed during the term of this Lease, then the person who succeeds to substantially the same responsibilities with respect to the CITY shall have the authority to act for CITY under this Lease.

Section 12.08 Time of Essence.

Time is expressly declared to be the essence of this Lease.

Section 12.09 Memorandum of Lease for Recording.

CITY and TENANT shall, at the request of either at any time during the term of this Lease, execute a memorandum or "short form" of this Lease, which shall describe the parties, set

forth a description of the leased premises, specify the term of this Lease, and incorporate this Lease by reference.

Article 13 SPECIAL PROVISIONS PECULIAR TO THIS LEASE SITE

The following provisions apply to this Lease site only:

Section 13.01 Modification of Boundary Lines and/or Termination of Lease

Notwithstanding the specific description of the location of the leased premises contained in paragraph 1, page 2 hereinabove, in the event that circumstances (including both natural circumstances and action by CITY or other government agencies, such as the re-alignment of the navigable channel, dredging operations, or the implementation of an adopted Harbor Plan) reduce the area or depth of water, said location of the leased premises may be modified by CITY to insure that twenty three (23) moorings remain functional. All costs and expense of moving the mooring equipment or other property of TENANT shall be borne by TENANT.

If such relocation is impossible or not provided for within a reasonable amount of time by CITY then the rent payable by TENANT shall be reduced by an amount equal to the percentage of moorings determined by CITY to be no longer usable. CITY reserves the right to terminate this lease without other cause and without reimbursement to TENANT in the event such relocation is not possible or practicable. In the event of such early termination, TENANT waives any claims against CITY by reason of such termination, the loss of use of the leased premises, loss of profits under this lease or any and all other damages TENANT might incur. CITY shall bear the costs and expense of removing moorings, tackle and other property of TENANT from the mooring site to the shore in the event CITY fails to provide substitute moorings sites or completely terminates this lease as a result of an adopted Harbor Plan.

Section 13.02 TENANT Shall Act as Host

TENANT shall assume and perform the duties of Host for visiting yachtsmen for the City of Morro Bay in conjunction with Morro Bay Yacht Club pursuant to the provisions found in Article 13 Section 13.01 of that certain lease agreement between the City of Morro Bay and the Morro Bay Yacht Club executed on September 23 2002. CITY agrees that TENANT shall not be required to accommodate unreasonable requests of visiting vessels. The duties of Host include but are not limited to providing at least six (6) moorings for transient vessels. To provide for increased accessibility for visiting yachtsmen, mooring by any individual transient vessel using any of the six designated transient moorings shall be restricted to a maximum usage of

thirty (30) calendar days in any single calendar year. TENANT shall advise the Harbor Department of the six (6) designated transient mooring locations and shall not change the designated transient mooring locations without prior written notice to the Harbor Department.

Section 13.03 TENANT Shall Maintain Clean Marinas Program Certification.

TENANT shall make all reasonable efforts to acquire and maintain certification under the Clean Marinas Program, or equivalent as determined by CITY should the Clean Marinas Program cease, at TENANT's sole cost and expense. If TENANT is unable to acquire or maintain certification after reasonable efforts are made, TENANT shall make all reasonable efforts to comply with those sections of the Clean Marinas Program, or equivalent, as is possible. For the purposes of this section, efforts that are considered not-reasonable are those that would entail extraordinary cost, extreme hardship, or physical limitations with regard to the TENANT's property and its legal operation.

EXECUTED on _____, 201303, at _____,
_____ County, California.

CITY OF MORRO BAY

MORRO BAY YACHT CLUB
a California Non-Profit Organization

JAMIE L IRONSWILLIAM YATES,
MAYOR

By: _____
LEX BUDGE LYNN MEISSEN, PORT
CAPTAIN

ATTEST:

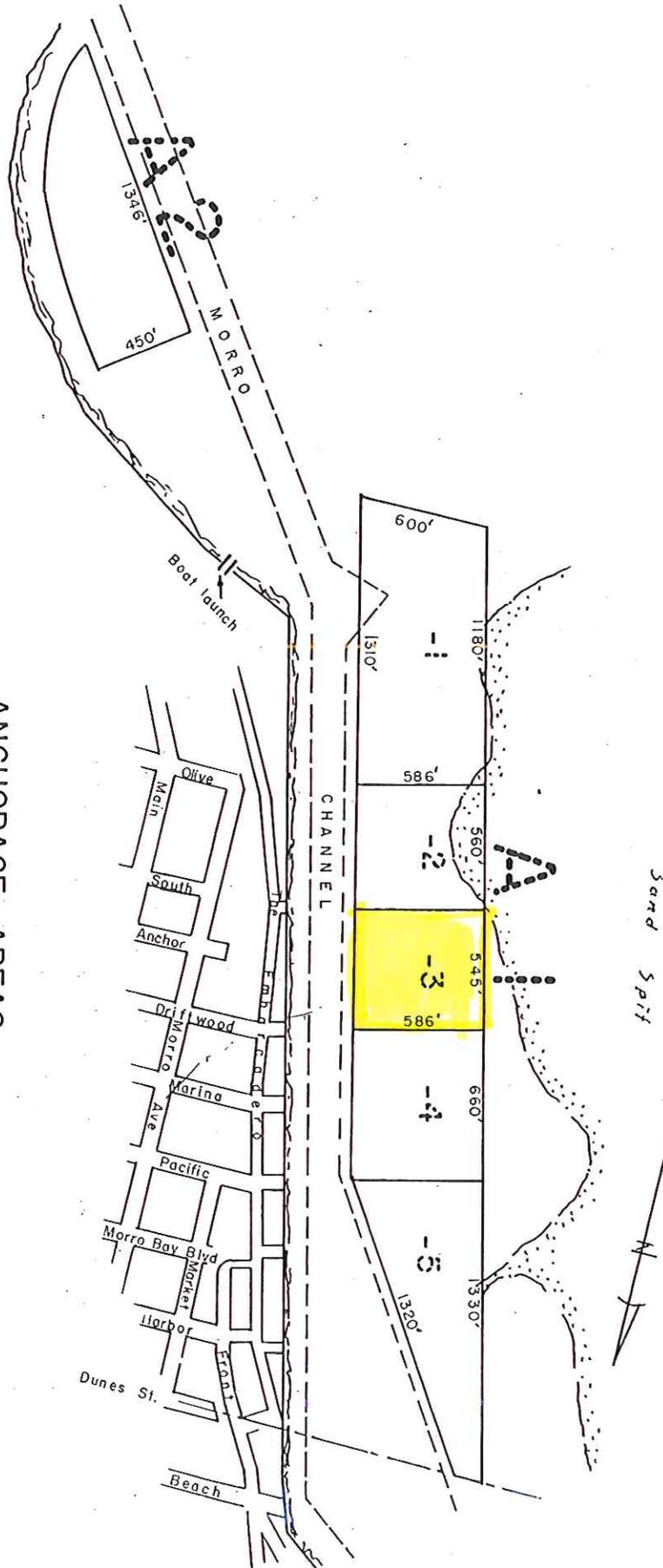
JAMIE BOUCHER, CITY CLERK

EXHIBIT A
COPY OF PARCEL MAP

EXHIBIT A



ANCHORAGE AREAS





AGENDA NO: A-5

MEETING DATE: 7/9/13

Staff Report

TO: Mayor and City Council

DATE: June 25, 2013

FROM: Jamie Boucher, City Clerk

SUBJECT: Designation of Voting Delegate and Alternate Voting Delegate at League of California Cities 2013 Annual Conference Business Meeting

RECOMMENDATION

Staff recommends the City Council appoint Mayor Jamie Irons as the Voting Delegate at the League of California Cities 2013 Annual Conference Business Meeting. Staff further recommends appointing City Councilmember Christine Johnson as the alternate Voting Delegate.

ALTERNATIVES

As of this date, Mayor Irons and Councilmember Christine Johnson are the only two Councilmembers attending the Conference; as such, this was the logical appointment. Should Council choose, they can appoint Councilmember Christine Johnson as the Voting Delegate and Mayor Irons as the Alternate.

DISCUSSION

The League of California Cities 2013 Annual Conference is scheduled for September 18-20, 2013 in Sacramento, California. An important part of the Conference is the Annual Business Meeting, which is scheduled for Friday, September 20th at noon. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the League of California Cities 2013 Annual Conference Business Meeting, the City Council must select a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City Council may appoint up to two alternate voting delegates.

CONCLUSION

Both Mayor Irons and Councilmember Christine Johnson have agreed to serve in this capacity. As such, staff recommends the appointment of Mayor Irons as the Voting Delegate and Councilmember Christine Johnson as the Alternate.

Prepared By: J Boucher

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures 2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247



AGENDA NO: A-6

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council
FROM: Janeen Burlingame, Management Analyst

DATE: July 1, 2013

SUBJECT: Approval of Master Fiber Agreement with Charter Communications

RECOMMENDATION

Staff recommends the City Council approve the Master Fiber Agreement with Charter Communications shown in Attachment 1 and authorize the City Manager to execute the agreement.

ALTERNATIVES

There are two alternatives to approving the agreement:

1. Not approve the agreement and go back to using ISDN 64k phone lines for the computer network. This would result in a much slower network with a severe degradation in speed than is currently provided (equivalent to a dial-up modem) that would create productivity issues.
2. Not approve the agreement and lay our own fiber network to all public buildings. The City would need to determine the cost of construction for the network as well as identify a funding source for the capital cost of the project. Additionally, the City would be responsible for operation and maintenance of the network, which currently is provided by Charter for the existing fiber network.

Both alternatives are not considered viable and are not recommended by staff. It should be noted that emerging technology may become available in the future that would be more cost effective and staff will continue exploring other technologies during the term of this Agreement. There is an early termination clause in the Agreement that would allow for the City to take advantage of any future technologies that are more cost effective.

FISCAL IMPACT

The monthly fee for use and maintenance of the fiber is \$3,828.95 that would come from a combination of Enterprise (58%) and General Funds (42%).

Prepared By: JBurlingme

Dept Review: RL

City Manager Review: _____

City Attorney Review: _____

SUMMARY

City staff has been working with Charter since January on development of the Master Fiber Agreement in anticipation of the 2003 Franchise Agreement expiring at the end of March and Charter obtaining a new Franchise with the State that would no longer include the requirement of providing the City with fiber that the City uses for its computer network. The Master Fiber Agreement is now ready for Council consideration and approval.

DISCUSSION

In 2003, the City of Morro Bay entered into a 10-year Franchise Agreement with Charter for the operation of a cable television system in the City. That agreement expired April 1, 2013. The Franchise Agreement was negotiated pursuant to the City's cable television franchise ordinance at that time and per the Agreement, Charter was to provide to the City complementary I-net (fiber network) to public buildings. The City has been using this fiber network for its all its computer network activities.

On January 1, 2007, the California Digital Infrastructure and Video Competition Act (Cal. Pub. Util. Code §§ 5800 et seq., "DIVCA") took effect. The Act provides a new mechanism for video franchising in California, which shifts franchising authority away from cities and counties to the state level. DIVCA gives the California Public Utilities Commission (PUC) sole authority to grant statewide franchises to companies providing video service, both for new entrants into the market and incumbent cable television providers.

However, the City's franchise did not become immediately subject to the Act because the City and Charter had an existing franchise that remained valid under DIVCA until its expiration earlier this year. Charter has received its State franchise and the City's franchise with Charter became subject to the State provisions in April of this year, with the expiration of the 2003 Franchise Agreement.

DIVCA affords the City the ability to retain revenue for PEG purposes (CPUC Section 5870); collect franchise fees (CPUC Section 5860); assess penalties for violations of customer service standards (CPUC Section 5900) and impose restrictions on the use of City right-of-way (CPUC Section 5885). However, in order to secure these rights under state law, it was necessary to adopt a local ordinance consistent with DIVCA which was done earlier this year in February. Even with adoption of the appropriate ordinance, the City lost authority with the expiration of the 2003 franchise to require Charter's continued provision of the fiber network, as the provision of a fiber network was not a requirement in DIVCA.

City staff and Charter have been working on development of an agreement for the continued provision and use of the fiber network that Charter installed in 2003. The Agreement would be for a 60 month term and, as mentioned previously, includes an early termination clause should emerging technologies during the term of the Agreement result in a more cost effective way to provide for the City's computer network.

CONCLUSION

Staff recommends the City Council approve the Master Fiber Agreement with Charter Communications and authorize the City Manager to execute the agreement.

ATTACHMENT

Attachment 1 – Master Fiber Agreement between Charter Communications Properties LLC and the City of Morro Bay.

MASTER FIBER AGREEMENT

Between

Charter Communications Properties LLC

And

City of Morro Bay

Dated _____

MASTER FIBER AGREEMENT

This Master Fiber Agreement (the "Agreement") is made as of June 10, 2013, by and between **Charter Communications Properties LLC**, a Delaware limited liability company on behalf of itself and any of its Affiliates ("Provider") and the **City of Morro Bay**, ("Recipient"), each a "Party."

RECITALS

WHEREAS, Recipient and Provider wish to establish an agreement under which Recipient has previously obtained from Provider a license to exclusively use dark fibers along such route of Provider for Recipient's use, each as specified in Exhibit A. The form of consideration paid shall be set forth in Exhibit A. With respect to all matters in which Provider is providing fibers or other associated rights to Recipient, Provider shall be referred to as "Provider" and the Recipient receiving those fibers shall be referred to as "Recipient".

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings ascribed to them:

"Affiliate" shall mean any Person that directly or indirectly controls or is controlled by or is under common control with, or is managed by, the specified Person. For purposes of this definition only, "control" means (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or participating shares entitled to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to participate in the management and policies of such non-corporate entity.

"Force Majeure Event" means an unforeseen event beyond the reasonable control of a Party.

"Cable" shall mean all Provider fiber optic cable now or hereafter containing the Licensed Fiber(s).

"Claims" shall mean causes of action, losses, claims, liabilities, costs (including reasonable attorneys' fees and related necessary legal costs), damages for injury to or death of Persons, impairment to the environment, and loss of or damage to property.

"Costs" shall mean one hundred and fifteen percent (115%) of all direct internal and third party costs incurred by Provider in performing the services or work and which it utilizes in billing third parties for reimbursable projects.

"Imposition" shall mean all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, gross receipts taxes and franchises, license, and/or permit fees) together with any penalties, fines, assessments or interest thereon, arising out of the transactions contemplated by this Agreement and/or imposed upon the Licensed Fiber(s) by any federal, state, or local government or other public taxing authority of competent jurisdiction.

"Person" shall mean any individual, partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

“**Licensed Fiber(s)**” shall mean the optical fibers in the number and of the type specified in Exhibit A along the System Route and licensed to Recipient.

“**Rights of Way**” shall mean the land and other rights granted to Provider by a third party through or by way of the Underlying Rights.

“**Specifications**” shall mean the specifications set forth in Exhibit B attached hereto with respect to the Licensed Fiber(s).

“**System**” shall mean the fiber optic communication system along the System Route.

“**System Route**” shall mean the route of the Licensed Fiber(s) set forth in Exhibit A.

“**Term**” shall mean a time period of five (5) years from the Effective Date of this Agreement.

“**Underlying Rights**” shall mean all deeds, leases, easements, rights of way, licenses, franchises, permits and other rights, titles or interests pertaining to the underlying real property and/or rights-of-way over and/or within which the Licensed Fiber(s) shall be located, as are necessary for the construction, installation, operation, maintenance or repair of the System, including all uses of the System by Recipient hereunder.

ARTICLE 2. GRANT OF LICENSE

2.1. Grant of License to Recipient. In exchange for the consideration referenced in Exhibit A, and subject to the conditions hereinafter set forth, Provider grants to Recipient a license to use the Licensed Fiber(s) for the Term (“License”); Recipient acknowledges that this grant of License expressly excludes the grant by Provider to Recipient of any rights or interest in the Underlying Rights. Provider agrees to use commercially reasonable efforts to maintain all Underlying Rights through the Term.

2.2 Legal Title. Legal title to the System, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers and other hardware needed or used to fasten or support the Cable, shall remain with and be held by Provider. Neither anything contained in this Agreement, nor any use, however extended, of the Licensed Fiber(s), nor any placement of Recipient's facilities on or in the System shall create or vest (or be construed as creating or vesting) in Recipient any right, title or interest in or to any real or personal property owned by Provider other than the rights specified herein with regard to the Licensed Fiber(s).

2.3 No Liens/Encumbrances. Recipient shall keep the System free from any encumbrances, liens, rights or claims of any third party attributable to Recipient that adversely affects or impairs directly or indirectly Provider's exclusive ownership and use of the System.

2.4 Permits; Physical Plant and Required Rights. Provider shall obtain (and cause to remain effective throughout the Term) all Underlying Rights. Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Recipient shall be solely responsible for compliance with all legal and regulatory requirements associated with its business, operation or use of the Licensed Fiber(s) including maintaining all required franchises, permits, authorizations, licenses, approvals or other consents (other than the Underlying Rights), and Provider shall have no responsibility or liability whatsoever in connection therewith, *provided, however,* that except for any increases in pole attachment rates that may be predicated, based upon, or caused by Recipient's use of the Licensed Fiber(s), which Provider shall be entitled to pass through to Recipient and Recipient shall pay to Provider within forty-five (45) days of Recipient's receipt of an invoice therefor, Provider shall remain responsible for obtaining and maintaining during the Term for Recipient, at Provider's sole cost and expense, all Underlying Rights to freely use without additional permissions of any kind, the Licensed Fiber(s) to which Recipient is granted the License.

ARTICLE 3. ACCEPTANCE and MAINTENANCE

3.1 Acceptance. Provider agrees to provide Recipient with commercially reasonable documentation offering proof that the active fibers are properly installed and functioning as specified in Exhibit B. The completion date for the obligations set forth in this paragraph shall be two (2) months from the effective date of this Agreement.

3.2 Maintenance.

(a) Provider shall maintain and repair the Licensed Fiber(s) pursuant to the specifications set forth in Exhibit C so as to assure the continuing conformity of the Licensed Fiber(s) with their respective specifications. Notwithstanding any provision in this Agreement to the contrary, the Costs of procurement, installation, splicing, splice testing and other Costs associated with the replacement or restoration of the Cable for Provider facilities in excess of \$10,000 for any event or series of closely related events shall be shared pro-rata among all users of the Cable according to the total number of fibers each user has/is using in the same route as the Cable which is to be restored or replaced provided that such restoration or repair is not the result of the negligence or willful misconduct of one of the parties hereto, in which case the damage-causing party shall bear the entire cost thereof (proportionate to such party's responsibility if both respective parties are at fault). Provider shall be liable for maintenance and repair expenses up to \$10,000 for fiber strands in a common bundle so long as such expenses are not a result of the negligence or willful misconduct of Recipient. Provider, at Recipient's sole expense and at Provider's then-prevailing rates, shall perform maintenance and repair necessitated by Recipient's negligence or willful misconduct or upon Recipient's elective maintenance or repair requests. For cases where pro-rata cost of repair/replacement of the Licensed Fiber(s) exceeds \$25,000 unless the same was caused by the negligence or willful misconduct of the Recipient, in which case Recipient shall reimburse Provider for the entire cost thereof (proportionate to such Recipient's responsibility if other parties are at fault), Recipient may choose to not pay such expenses and consequently forfeit all rights to the Licensed Fiber(s) requiring replacement or restoration, and Provider shall have no obligations with respect to such affected Licensed Fiber(s). Recipient shall not be responsible for any maintenance or repair of any Provider equipment except as set forth above.

(b) Provider shall respond to any interruption of service or failure of the Licensed Fiber(s) to operate in accordance with this Agreement in accordance with the procedures set forth in Exhibit C.

(c) Work and associated costs of such work outside of that described herein shall be agreed to by the parties and documented in an Amendment to this Agreement (and signed by Recipient and Provider).

(d) Provider shall be responsible for routine maintenance of Cable and costs thereof not specifically due to requirements of Recipient as set forth in Exhibit C, including Cable locates.

3.3 Relocation. If, (i) Provider is required by a governmental or other authority to relocate any portion of the System (including, without limitation, the grantor of the Underlying Rights if such relocation is not being required as a result of Provider's failure to observe and perform its obligations under such Underlying Rights or this Agreement), including any of the facilities used or required in providing the License in the Licensed Fiber(s), including any condemnation or taking under the power of eminent domain of all or any portion of the System, or (ii) with Recipient's concurrence upon Provider's request, Provider may relocate such portion of the System, then Provider shall give Recipient sixty (60) days prior notice of any such relocation, if possible, and shall proceed with such relocation, including, but not limited to, the right to determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall entail construction and testing in accordance with the Specifications and requirements set forth herein. Provider shall deliver to Recipient updated as-builts or building plans, as applicable, with respect to any relocated facilities not later than one hundred eighty (180) days following the completion of such relocation. The cost of any relocation not reimbursed by such governmental or other authority shall be allocated pro-rata pursuant to Section 3.1(a) unless the allocated pro rata costs of such relocation exceed \$10,000.00, in which case Recipient shall have the right to elect in its sole discretion not pay such expenses within six (6) months after having received notice from Provider of such planned relocation and consequently forfeit all rights to the Licensed Fiber(s) to be relocated.

ARTICLE 4. DELIVERY, USE AND CONNECTION

4.1 Access. Provider will provide Recipient with access to the Licensed Fiber(s) at such handholes and splice points with existing slack coils on the System Route ("Connecting Points") as reasonably requested by Recipient, subject only to the requirements in the Underlying Rights and provided that such access points do not materially interfere with any Provider facilities.

For Licensed Fiber(s) terminating on and/or traversing across Recipient's (or its contractor's or agent's) property, Recipient will provide Provider with access to the Licensed Fiber(s) at any point along the fiber up to and including the splice point and/or demarcation.

4.2 Use of Facilities. Recipient may use the Licensed Fiber(s) for its internal uses to provide any lawful communications services *provided, however*, that Recipient shall not resell, re-License, or permit a third party to use or otherwise convey in any manner, directly or indirectly, the Licensed Fiber(s) it receives herein. Additionally, Recipient shall not use the Licensed Fiber(s) in any manner that is not in compliance with (i) any and all applicable government codes, ordinances, laws, rules, regulations and/or restrictions, and (ii) the Underlying Rights, as such may be amended from time to time. Recipient shall not use any product or service that fails to comply with any applicable standard industry safety rules or that would cause any Cable or related facility of Provider to violate any state or federal environmental laws. Recipient shall have no limitations on the types of electronics or technologies employed to utilize the Licensed Fiber(s) subject to its use of commercially reasonable safety procedures and so long as such electronics or technologies do not interfere with the quiet use and enjoyment of or create any risk of damage to all or any portion of the System used by Provider or any other user of the System.

4.3 Connection.

(a) If Recipient desires to connect other fiber optic cables to the Licensed Fiber(s) or create connections with buildings or other structures along the System Route, Recipient shall make known such details, in writing, to Provider and Provider will then have the option to agree to such connections. Should Provider agree, Provider will cooperate with Recipient to the extent necessary to enable Recipient to acquire rights to connect to the Licensed Fiber(s) via available Rights of Way and Provider will place connecting facilities on the Rights of Way between the Licensed Fiber(s) and such adjoining properties, subject to (i) the ability to do so pursuant to the Underlying Rights and (ii) Recipient's agreement to pay any incremental increase in Costs arising from or otherwise due to Recipient's proposed use thereof. Such additional connections activity shall be at Recipient's sole cost and expense (including Costs incurred by Provider in providing oversight of any contractors excavating on the Rights of Way or near the Cable to make such connection). Each connection to the Licensed Fiber(s) requiring a Cable to be

connected will be performed by Provider at Recipient's sole expense. In order to schedule a connection of this type, Recipient shall contact Provider to undertake the work at least fourteen (14) days in advance of the date the connection is requested to be completed. Such work will be at times mutually agreed to by the parties or as otherwise agreed to in writing for specific projects.

(b) If Recipient desires to construct fiber to connect to the Licensed Fiber(s) and Provider has agreed to such connection in writing and subject to (i) restrictions affecting the same as mandated by the Underlying Rights and Provider's advance written approval thereof, not to be unreasonably withheld, Provider will allow Recipient or Recipient's agent provided they meet Provider's reasonable contractor qualification standards to perform such construction, *provided, however*, that an agent of Provider is present during such construction (and Recipient pays for the cost of such Provider agent overseeing such construction on the Rights of Way or near the Cable) and that agent shall have the absolute ability to direct the activities of that contractor when performing construction activities on the Underlying Rights or in areas adjacent to the facilities of Provider.

ARTICLE 5. CONSIDERATION

5.1 License Fee. The consideration paid by Recipient to Provider for the grant of the License to the Licensed Fiber(s) is set forth in Exhibit A.

5.2 Late Payments. Late payments shall accrue interest, from the date such payment is due, until paid, including accrued interest, at a non-compounding, annual rate of ten (10) percent. A late payment shall be (i) any payment received after the period specified herein for such payment, and/or (ii) any payment of disputed amounts that is received more than forty—five days after the date such payment is determined to have been due in a final resolution of such dispute in accordance with Article 11 hereof.

ARTICLE 6. WARRANTIES, RISK ALLOCATION, INDEMNIFICATION

AND REPRESENTATIONS

6.1 Disclaimer of Warranties. Except as may be otherwise provided herein, Provider disclaims any and all warranties, express or implied, as to the use or condition of the Licensed Fiber(s) or any other matter hereunder, including without limitation warranties of merchantability, workmanship, quality or fitness for a particular purpose and Recipient agrees to look solely to the manufacturer of all materials and equipment subject to the grant of any license or other rights to Recipient hereunder for any recovery for Claims of Recipient relating to such materials and equipment. Provider shall provide reasonable assistance to Recipient in good faith in the event a warranty claim arises with the manufacturer of the materials or equipment.

6.2 Warranty Acknowledgment. By executing this Agreement, Recipient acknowledges that, except as may be otherwise provided herein, Provider has made no warranty or representation with respect to the Licensed Fiber(s) and Recipient agrees to assume all risk of conducting Recipient's activities using the Licensed Fiber(s) or associated services.

6.3 Third Party Warranties. In the event any maintenance or repairs to facilities provided to Recipient are required as a result of a breach of any warranty made by any third party manufacturers, contractors or vendors and such breach of a warranty had a material adverse affect on Recipient's use of the Licensed Fiber(s), Provider shall share with Recipient on an equitable basis any recovery from any such manufacturers, contractors or vendors should Provider elect to pursue the same in its reasonable discretion.

6.4 Insurance. Without in any way limiting the Parties' obligations set forth in this Agreement, from the date of this Agreement until one year after this Agreement is terminated as to all Licensed Fiber(s), Recipient shall procure and maintain in force at its sole cost and expense the following insurance coverages from companies that are lawfully approved to do business in all states in which the Licensed Fiber(s) are located, or under a self-insurance program, in the amounts and with limits as set forth below:

(a) Combined single-limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from liability for completed operations of not less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate for each annual period;

(b) Workers' compensation insurance in amounts required by applicable law and employers' liability insurance;

(c) Provider shall be listed as an additional insured on all policies maintained by Recipient as set forth above, except workers' compensation (provided that such additional insured coverage shall not include events arising from the acts or omissions of Provider, its agents, employees, contractors, licensees, and/or invitees). All such policies of insurance shall provide that the additional insured shall be notified in writing at least thirty (30) days prior to any cancellation of such policy. Recipient shall provide Provider with certificates of insurance evidencing such insurance coverage.

6.5 Provider's Indemnity. Provider shall indemnify and hold harmless each of Recipient, any corporation, partnership, limited liability company or other legal entity affiliated with Recipient and any stockholder, partner, member, director, officer, employee or agent of any of them, in his, her or its capacity as such, from and against all Claims brought by third parties which any such Indemnified Party (defined below) is required to pay or to assume to the full extent that such have resulted from (i) Provider's breach of any duty or obligation imposed by the provisions of this Agreement or applicable by law, including statutes, ordinances, regulations, orders, decrees, judgments and the law of torts (including without limitation gross negligence, strict liability, or willful misconduct) or (ii) the violation, misappropriation, or infringement of/upon the intellectual property rights (including without limitation patent, copyright, and/or trademark rights) of any third party by Provider or any downstream customer, licensee, or otherwise an end user of the Licensed Fiber(s) gaining access thereto or using capacity thereof through facilities controlled or operated by Provider (with or without Provider's authorization).

6.6 Recipient's Indemnity. Recipient shall indemnify and hold harmless each of Provider, any corporation, partnership, limited liability company or other legal entity affiliated with Provider and any stockholder, partner, member, director, officer, employee or agent of any of them, in his, her or its capacity as such, from and against all Claims brought by third parties which any such Indemnified Party (defined below) is required to pay or to assume to the full extent that such have resulted from (i) Recipient's breach of any duty or obligation imposed by the provisions of this Agreement or by the provisions of applicable law, including without limitation that of applicable statutes, ordinances, regulations, orders, decrees, judgments, the law of torts (including without limitation gross negligence, strict liability, or willful misconduct) or (ii) the violation, misappropriation, or infringement of/upon the intellectual property rights (including without limitation patent, copyright, and/or trademark rights) of any third party by Recipient or any Recipient downstream customer, licensee, or otherwise an end user of the Licensed Fiber(s) gaining access thereto or using capacity thereof through facilities controlled or operated by Recipient (with or without Recipient's authorization).

6.7 Notice and Defense of Third-Party Actions. Each Person entitled to indemnification under this Article 6 (an “Indemnified Party”) shall give prompt written notice to each Person that is obligated to provide such indemnification (an “Indemnifying Party”) of the commencement or assertion of any Claim by a third party (collectively, a “third-party action”) in respect of which an Indemnified Party will seek indemnification hereunder, which notice shall state, to the extent known to the Indemnified Party, the basis on which the claim for indemnification is made, the facts giving rise to or the alleged basis of the third-party action, and the amount (which may be estimated) of liability asserted by reason of the Claim; such notice shall also include a copy of the document (if any) by or in which the third-party action is commenced or asserted. Any failure so to notify the Indemnifying Party shall not relieve it from any obligation that it may have to the Indemnified Party under this Article 6 unless the failure to give such notice materially and adversely prejudices the Indemnifying Party and then only to the extent of such prejudice. The Indemnifying Party shall have the right to assume control of the defense of or settle or otherwise dispose of such third-party action on such terms as the Indemnifying Party deems appropriate; *provided, however*, that:

(a) The Indemnified Party shall be entitled, at its own expense, and without unreasonable interference with the actions of the Indemnifying Party, to participate in the defense of third-party actions;

(b) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement or compromise requiring the admission or any acknowledgment of facts or any liability in respect thereof or the affirmative obligation of the Indemnified Party, which consent shall not be unreasonably withheld;

(c) No Indemnifying Party shall consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect of such third-party action; and

(d) The Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of) and the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission or other acknowledgment of any third-party action (i) as to which the Indemnifying Party fails to assume the defense within a reasonable length of time or (ii) to the extent the third-party action seeks an order, injunction or other equitable relief against the Indemnified Party which, if successful, would have a material adverse effect on the business, financial condition, operations or properties of the Indemnified Party; provided, however, that the Indemnified Party shall make no settlement or compromise requiring the admission or other acknowledgment which would give rise to liability on the part of the Indemnifying Party or affirmative obligation of the Indemnified Party without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

6.8 Cooperation. The Parties and their Affiliates shall cooperate with each other in the defense of any third-party action that is the subject of this Article 6 and shall furnish each other all such further information that they have the right and power to furnish as may reasonably be necessary to defend such third-party action.

6.9 Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party hereto represents and warrants to the other that:

(a) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) It has taken all requisite corporate or company action to approve the execution, delivery and performance of this Agreement;

(c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and

(d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body.

ARTICLE 7. DELAYS AND LIMITATION OF LIABILITY

7.1 Outage Liability; Restoration Delays. Under no circumstances shall either Provider or Recipient ever be liable for any delay in restoring any service or Licensed Fiber(s) or any operational aspect of the System containing such Licensed Fiber(s) which has been subjected to an outage, interference or interruption, unless and to the limited extent such outage, interference or interruption arises out of the gross negligence or willful misconduct of Provider or Recipient, or unless and to the limited extent Provider's delay in restoration arises out of its gross negligence or willful misconduct.

7.2 Limitation of Liability. No claims for damages with respect to this Agreement may be made more than two (2) years after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim; and no claim for indemnity under the provisions of Section 6 hereof may be made more than two (2) years after the first notice of any claim received by the Party claiming under such indemnity provision.

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR THE OTHER PARTY'S END-USERS FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION AND CLAIMS SUFFERED BY THE OTHER, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, *BUT SHALL NOT APPLY WITH RESPECT TO:* (a) breaches of confidentiality, (b) indemnification obligations set forth in this Agreement, or (c) injury or death to an individual, or (d) willful misconduct.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidential Information. "Confidential Information" shall mean any and all information provided by one Party to this Agreement to the other Party for use in connection with the investigation, negotiation or performance of this Agreement. "Confidential Information" excludes any information that (i) the subject Party notifies the recipient in writing is not confidential, (ii) is or becomes available to the recipient on a non-confidential basis from a source other than the subject Party, any Person acting on behalf of the subject Party, or any Person who has confidentiality obligations (whether to the subject Party or otherwise) provided that such disclosure was not itself a breach of a confidentiality obligation running to the subject Party, (iii) is or becomes generally available to the public other than as a result of a disclosure by the recipient or any Person to whom such recipient disclosed the information, or (iv) is required to be disclosed by law, subject to the provisions of Section 8.3 hereof. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, business information, the identity of Parties to a possible business transaction, the status and existence of discussions or negotiations among the Parties, the terms and conditions of any business transaction, plans and proposals relating thereto, and information concerning a Party's financial condition, results of operations, financial forecasts and projections, capital

projects, research and development, design plans, management plans, business plans, marketing plans, and feasibility plans, markets, business, products, services, contracts, customers, suppliers, trade secrets, operating procedures, material and labor costs, sources and requirements, and technological means, methods and processes, as well as every study, report, analysis, notation, summary, synopsis, compilation and other document (collectively, "Work Product") containing, analyzing or otherwise reflecting any Confidential Information described above, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation, or by other means.

8.2 Confidentiality. Each Party agrees to provide to the other Party such information (including Confidential Information) as shall be necessary to permit the performance of their respective obligations hereunder provided that in the event a Party is not at liberty to disclose such necessary information due to a confidentiality obligation running to a third party, the party to whom disclosure is not permitted but is otherwise necessary to permit the performance of its respective obligations hereunder, shall have the right to terminate the affected fibers in Exhibit A. Except as otherwise provided in Section 8.3, neither Party hereto will, without the prior written consent of the Party providing such Confidential Information, (i) use any portion of such Confidential Information for any purpose other than performance pursuant to this Agreement, or (ii) disclose any portion of such Confidential Information to any persons or entities other than the Affiliates of such Party and to the officers, employees and contractors of such Party who reasonably need to have access to such Confidential Information for purposes of performance under this Agreement and have agreed to comply with confidentiality terms no less stringent than those set forth in this Agreement in order to preserve the disclosing party's expectation of confidentiality hereunder. Each recipient Party agrees to guard Confidential Information utilizing the same degree of care utilized by such recipient Party in protecting its own Confidential Information, but in any event not less than a reasonable degree of care. The obligations of a recipient Party with respect to Confidential Information shall remain in effect during and after the Term of this Agreement.

8.3 Permitted Use. Confidential Information provided by Provider may be used by Recipient in connection with Recipient's use of the Licensed Fiber(s). If the receiving Party is compelled to disclose Confidential Information through lawful process in judicial or administrative proceedings or otherwise by law including the California Public Records Act (other than under any securities laws and events covered by Section 8.5), the receiving Party shall, if possible, give written notice within a reasonable period of time to permit the disclosing Party the opportunity to seek suitable protective arrangements before the Confidential Information is disclosed, and the receiving Party shall cooperate fully in all reasonable respects with the disclosing Party's efforts to obtain such protective arrangements; *provided, however*, that if the receiving Party would otherwise be required to disclose Confidential Information under any securities law, the receiving Party shall use its reasonable efforts to take such steps as are available under such law (such as by providing a summary or synopsis) to avoid disclosure of such Confidential Information.

8.4 Return or Destruction. Confidential Information shall remain the property of the disclosing Party and shall, upon written request, if written or in other tangible form, including any copies thereof, be promptly returned to the disclosing Party or, in the case of the recipient's Work Product, be promptly destroyed at the recipient's option, such destruction to be promptly certified in writing to the disclosing Party.

8.5 Required Disclosures. The provisions of this Article 8 shall not apply to reasonably necessary disclosures in or in connection with filings under any securities laws, regulatory filings or proceedings, financial disclosures which in the good faith judgment of the disclosing Party are required by law, disclosures required by court or tribunal or competent jurisdiction, or disclosures that may be reasonably necessary in connection with the performance or enforcement of this Agreement or any of the obligations hereof, or disclosure which in the good faith judgment of the receiving Party is required by the California Public Records Act (provided that the receiving Party shall endeavor to give disclosing Party written notice within a reasonable period of time to permit the disclosing Party the opportunity to seek suitable protective arrangement); *provided, however,* that if the receiving Party would otherwise be required to refer to or describe any aspect of this Agreement in any of the preceding circumstances, the receiving Party shall use its reasonable efforts to take such steps as are available under such circumstances (such as by providing a summary or synopsis) to avoid disclosure of the financial terms and conditions of this Agreement. Notwithstanding any provisions of this Agreement to the contrary, either Party may disclose the terms and conditions of this Agreement in the course of a due diligence review performed in connection with prospective debt financing or equity investment by, or a sale to, a third Party, so long as the Persons conducting such due diligence review have agreed to maintain the confidentiality of such disclosure and not to use such disclosure for any purpose other than such due diligence review.

ARTICLE 9. PUBLICITY AND ADVERTISING

Neither Party hereto shall use any advertising, sales promotions, or other publicity materials that use the other Party's logo, trademarks, or service marks. Each Party shall have the right to review and approve any publicity materials, press releases or other public statements (other than filings required under the securities laws) by the other Party that discloses its identity. Except as otherwise expressly provided in Section 8.4 or otherwise agreed, neither Party shall release the text of this Agreement nor any material portion thereof (other than in a form modified to remove all references to the identity of the other Party) to any Person other than the Parties hereto for any purpose.

ARTICLE 10. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, the performance of the obligations set forth in this Agreement, other than obligations to pay money (except as provided below), shall be suspended or excused in the event and only to the extent that such performance is prevented by an event of Force Majeure or its adverse effects. If the performance of a Party's obligations under this Agreement is suspended or excused by an event of Force Majeure or its adverse effects, such Party shall use commercially reasonable diligence to cause such event or effects to cease or be reduced. "Force Majeure" shall mean the occurrence or nonoccurrence of any act or event beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party pursuant to this Agreement.

The Party whose obligations are suspended or excused as described above shall, as soon as practicable, give written notice to the other Party specifying the nature and anticipated duration of the Force Majeure event and outlining its recover plan, if any. To the extent the Licensed Fiber(s) are unavailable for use due to a Force Majeure event and Provider's obligations are suspended in accordance herewith, then Recipient's obligation to pay for the Licensed Fiber(s) shall be suspended, on a pro-rata basis, during such time Provider's obligations are also suspended. Either Party may terminate the affected fibers in Exhibit A if a Force Majeure event continues for more than one hundred eighty (180) days. In the event of such termination, Provider will reimburse Recipient a pro-rata amount of any pre-paid recurring fees for the services not received for the unexpired Term of the respective fibers in Exhibit A.

ARTICLE 11. DISPUTE RESOLUTION

11.1 Submission to Dispute Committee. Each Party to this Agreement agrees to use good faith efforts to negotiate and resolve any controversy or claim between the Parties hereto arising out of or relating to this Agreement or any breach thereof (hereinafter referred to as a "Dispute"). If a Dispute cannot be resolved through such efforts, then either Party may seek resolution of the Dispute by submitting such Dispute to a "Dispute Committee", consisting of one designee of each Party, by a written submission delivered to the other Party. The Dispute Committee shall consider the Dispute within the thirty (30) day period following the date of such submission.

11.2 Other Remedies. It is not the intention of the Parties that relief sought through preliminary injunctions, temporary restraining orders or other similar temporary procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution, shall be in lieu of, or cause substantial delay to, any arbitration proceeding to which the parties may agree as a means of resolving any dispute.

ARTICLE 12. TAXES

12.1 Payment of Impositions. To the extent that Recipient holds/enjoys a license to the Licensed Fiber(s) hereunder, Recipient shall promptly reimburse Provider for its proportionate share of any and all Impositions imposed upon or with respect to the System Route during such periods Recipient has use of the Licensed Fiber(s). Recipient's share of such Imposition shall be one hundred percent (100%) in the event such Imposition results solely from Recipient's use of or activities with respect to the Licensed Fiber(s). Otherwise, Recipient's proportionate share of such Imposition shall be determined to the extent possible, based upon the manner and methodology used by the particular person or authority imposing such Impositions (e.g., on the cost of the relative property interests, historic or projected revenue derived therefrom, any combination thereof or otherwise). However, if the person or authority imposing such Imposition uses projected revenue or gross receipts, then Recipient's proportionate share shall be based on the relative number of Licensed Fiber(s) in the affected portion of the System Route compared to the total number of fibers in the affected portion of the System Route during the relevant period of use by Recipient. If Provider's assessed value, for property tax purposes, is based on its entire operation in any state (i.e., central assessment), Provider and Recipient shall work together in good faith to allocate a proper portion of said assessment to the System and Recipient's interest in the System Route. Provider shall provide Recipient with reasonable supporting documentation for Impositions for which Provider seeks reimbursement.

12.2 Contest of Impositions. Notwithstanding any provision herein to the contrary, Provider shall have the right to contest any Imposition to the full extent that such contest does not materially and adversely affect Recipient's ability to utilize any License or right granted hereunder and the associated Licensed Fiber(s). The out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Provider in any such contest shall be shared by Provider and Recipient in the same proportion as that by which the Parties shared in any such Imposition as it was originally assessed, provided that Recipient does not elect to forgo the benefits of any such Imposition contest prior to its commencement of which Provider must give thirty (30) days prior notice, in which case Recipient shall not be obligated to share any of the costs thereof but shall not be entitled to any share of the relief obtained. In the event of any refunds or credits resulting from a contest brought by Provider, which Recipient did not elect to forgo prior to commencement of such contest, all such expenses shall first be paid from such refund or credit, after which such credit or refund shall be divided between Provider and Recipient in the same proportion as the Impositions are to be borne by Provider and Recipient hereunder. Further, where Provider does not contest an Imposition, Recipient shall have the right, after notice to Provider, to contest such Imposition as long as such contest does not materially and adversely affect the title, property or rights to the System, the Licensed Fiber(s) and/or otherwise the communications business interests of Provider. The out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Recipient and any refund or credit Imposition in any such contest shall not be shared by Provider.

12.3 Net Income Impositions. Notwithstanding anything to the contrary in this Article 12, Provider shall have complete authority over and discretion to control (including the authority to dismiss or not pursue) any contests relating to Impositions based upon the computation of Provider's taxable income under the Federal Internal Revenue Code or state income or franchise tax laws (hereinafter "Net Income Based Impositions"). Provider shall have no obligation to disclose to Recipient its income or franchise tax returns and records. Recipient shall have no liability for any Net Income Based Impositions.

12.4 Receipts Impositions. Following the Acceptance Date, Provider and Recipient, respectively, shall be separately responsible for any and all Impositions (i) expressly or implicitly imposed upon, based upon, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to such Party due to its respective interest or use of the System Route and/or any facility to which rights are granted hereunder, or (ii) which have been separately assessed or imposed upon the respective interest of use by such third party on or with respect to the System Route and/or any Provided Facility. If the Licensed Fiber(s) are the only facilities located in the Cable from the point where the Cable leaves the System right-of-way to a Recipient point of interconnection, Recipient shall be solely responsible for any and all Impositions imposed on or Costs incurred with respect to such portion of the System Route.

ARTICLE 13. TERMINATION AND DEFAULT

13.1 Termination. This Agreement with respect to the fibers in Exhibit A shall automatically terminate at the end of the Term of unless extended by the mutual consent of the parties via an amendment to this Agreement and executed by the Parties. Upon such termination, Provider shall owe Recipient no additional duties or consideration with respect to the respective Licensed Fiber(s) or Recipient Building Spaces including no longer having the obligation to maintain the Underlying Rights to provide the right of Recipient to hold a License to the Licensed Fiber(s) or use or maintain the Licensed Fiber(s), and to the extent that Provider has title to the Licensed Fiber(s) and Recipient continues to use the Licensed Fiber(s) after the termination of this Agreement, Recipient shall indemnify, defend and hold Provider harmless from and against all Claims by third parties arising from or related to such continued use.

13.2 Early Termination. Notwithstanding anything contrary contained in this Agreement, Recipient shall have the right to terminate this Agreement at any time for any reason whatsoever upon 30 days prior written notice to Provider ("Recipient's Termination Notice"). Upon Recipient's compliance with the terms of this section, this Agreement will terminate as of the date of termination set forth in Recipient's Termination Notice ("Early Termination Date"), and neither Recipient nor Provider will have any further rights or obligations under this Agreement. On or before the Early Termination Date, Recipient shall pay to Provider an early termination fee equal to (1) three (3) times then applicable monthly service fee, plus (2) all fees for services rendered plus (3) any and all costs for the removal of facilities plus (4) the outstanding balance of any construction, maintenance costs etc. owed to Provider up to the date of termination.

13.3 Default. A Party shall be in default under this Agreement upon the occurrence of an event in which such Party has failed to comply with any of its obligations as set forth in this Agreement (each an Event of Default; see Section 13.2 (b) below).

(a) Upon the occurrence of an Event of Default, other than an Event of Default based upon non-payment of any undisputed amounts owed under this Agreement, the defaulting Party shall have thirty (30) days after receipt of a notice of the Event of Default to cure the Event of Default (unless the Event of Default is waived in writing by the non-defaulting party within the thirty (30) day period). However, in such cases where an Event of Default cannot reasonably be cured within such thirty (30) day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such Event of Default (except for Events of Default regarding making payments hereunder and Insolvency Defaults, as defined below) shall be extended for such period of time as may be necessary to complete such curing (unless the same is not or cannot be cured within one hundred twenty (120) days in which case the non-

defaulting party shall have the right to terminate this Agreement without further liability at the expiration of such 120-period).

(b) Events of Default shall include, but not be limited to, the making by a Party of a general assignment for the benefit of its creditors, the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against a Party which is not dismissed within ninety (90) days thereafter, or the filing by a Party of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief (collectively, an "Insolvency Default").

(c) Any Event of Default by a Party may be waived under the terms of this Agreement at the other Party's sole option. Upon the failure by a Party to timely cure any such Event of Default after written notice thereof, the other Party may (i) take such action as it determines, in its sole discretion, to be necessary to correct the Event of Default (except that neither Party shall perform any work on the other Party's fiber/network/system without the other Party's explicit consent), (ii) terminate this Agreement, and (iii) pursue any legal remedies it may have under applicable law or principles of equity relating to such Event of Default. When a party fails to pay any undisputed amounts owed hereunder by their due date, an Event of Default shall occur if the party owing such amount fails to cure same within ten (10) days after receipt of written notice thereof.

ARTICLE 14. GENERAL PROVISIONS

14.1 Amendments. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by both Parties.

14.2 Assignment. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; *provided however*, that any Party may assign its rights or obligations hereunder pursuant to a merger or sale of all or substantially all of its assets or its underlying System to an Affiliate, in each said instance upon providing written notice to, but without the consent of, the other Party, and the use restrictions of Section 4.3 and all other terms herein shall apply to any assignee.

14.3 Limitation of Benefits. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.

14.4 Notices. Unless otherwise provided in this Agreement, all notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent pursuant to this Agreement shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by nationally recognized overnight courier addressed as follows:

If to Recipient: City of Morro Bay
 Attn: Janeen Burlingame
 595 Harbor Street
 Morro Bay, CA 93442

with a copy to: Janeen Burlingame
 595 Harbor Street,
 Morro Bay, Ca. 93442

If to Provider:

with copies to: Charter Communications
Attn: Contracts Manager – CB Corp.
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-288-3470

Each Party may designate by notice in writing a new address to which any notice, demand, request, report, approval or communication may thereafter be so given, served or sent. Each notice, demand, request, report, approval or communication which shall be mailed or delivered in the manner described above, shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee (with the return receipt or the delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

14.5 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement; *provided, however,* that if any such ineffectiveness or unenforceability of any provision of this Agreement, in the good faith judgment of either Party, renders the benefits to such Party of this Agreement as a whole uneconomical in light of the obligations of such Party under this Agreement as a whole, then Provider and Recipient shall negotiate in good faith in an effort to restore insofar as possible the economic benefits of the transaction to the Parties.

14.6 Independent Contractors. In all matters pertaining to this Agreement, the relationship of Provider and Recipient shall be that of independent contractors, and neither Provider nor Recipient shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Provider and Recipient; and no Party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharges of its employees, and will be solely responsible for all compensation of such employees, including social security, tax withholding and worker's compensation responsibilities.

14.7 Labor Relations. Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees or its Affiliates' employees is delaying or threatens to delay timely performance of its obligations under this Agreement.

14.8 Exercise of Rights. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.9 Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

14.10 Survival. The obligations of the Parties under Article 6 (Warranties, Risk Allocation And Indemnification), Article 7 (Delays and Limitation of Liability), Article 8 (Confidentiality), Article 9 (Publicity and Advertising), Article 11 (Dispute Resolution), Article 12 (Taxes), Section 14.5 (Severability), and Section 14.13 (Governing Law) shall survive any termination of this Agreement.

14.11 Headings. Article headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

14.12 Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

14.13 Governing Law. This Agreement and each of its provisions shall be governed by the law of the State of California.

14.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

14.15 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

14.16 Performance. Except as specifically set forth herein, for the purpose of this Agreement, the normal standards of performance within the communications industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.

14.17 No Third Party Beneficiaries. The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective Parties hereto, and that no person or entity not a Party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Provider

Charter Communications Properties LLC

By: Charter Communications, Inc., its Manager

Name: _____

Title: Vice President

Date: _____

Recipient

By: City of Morro Bay

Name: _____

Title: _____

Date: _____

EXHIBIT A.

This Exhibit A represents those Licensed Fibers which Provider has granted specific license for use to Recipient and the monthly fees to be paid by Recipient to Provider in consideration of such license.

Description	Segments Comprising The System Route	Number of Fibers	Miles	Footage	0.25 per FT	Term
Community Center	1001 Kennedy Ave To 595 Harbor St	4	0.272	1,437	\$143.70	60 month
Corporation Yard	170 Atascadero Road To 595 Harbor St	2	2.545	13,439	\$671.95	60 month
Desalination Yard	176 Atascadero Road To 595 Harbor St	2	2.495	13,176	\$658.80	60 month
Fire Station 1	715 Harbor Street To 595 Harbor St	2	0.213	1,126	\$56.30	60 month
Harbor	1275 Embracadero To 595 Harbor St	2	1.517	8,009	\$400.45	60 month
Police Department	850 Morro Bay Blvd. To 595 Harbor St	2	0.453	2,390	\$119.50	60 month
Public Services	955 Shasta Street To 595 Harbor St	2	0.021	110	\$5.50	60 month
Veterans Memorial Building	209 Surf Street To 595 Harbor St	4	0.953	5,082	\$508.20	60 month
Wastewater Treatment Plant	160 Atascadero Road To 595 Harbor St	2	2.638	13,929	\$696.45	60 month
Morro Bay High School	235 Atascadero Road To 595 Harbor St	2	2.152	11,362	\$568.10	60 month
TOTAL			13.259	70,060	\$3,828.95	

Consideration Paid for Fiber:

Check one:

Cash
Amount: \$3,828.95

Payment Schedule: Per Month

Charter Communications Properties LLC

City of Morro Bay

**By: Charter Communications Inc., its
Manager**

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B. CONSTRUCTION & FIBER SPECIFICATIONS

A. CONSTRUCTION SPECIFICATIONS [RESERVED]

B. FIBER SPECIFICATIONS

OPTICAL SPECIFICATIONS

Attenuation

Uncabled Fiber Attenuation Cells		
Wavelength (nm)	Attenuation Cells (dB/km)	
	Premium	Standard
1310	<0.35	<0.40
1550	<0.25	≤0.30

Point Discontinuity

No point discontinuity greater than 0.10 dB at either 1310 nm or 1550 nm.

Attenuation vs. Wavelength		
Range (nm)	Ref. λ (nm)	Max Increase α (dB/km)
1285 - 1330	1310	0.05
1525 - 1575	1550	0.05

The attenuation in a given wavelength range does not exceed the attenuation of the reference wavelength λ by more than the value α

Attenuation With Bending			
Mandrel Diameter (mm)	Number of Turns	Wavelength (nm)	Induced Attenuation (dB)
32	1	1550	≤ 0.50
75	100	1310	≤ 0.05
75	100	1550	≤ 0.10

The induced attenuation due to fiber wrapped around a mandrel of a specified diameter.

Cable Cutoff Wavelength (λ_{ccf})

λ_{ccf} < 1260 nm

• Mode-Field Diameter

- 9.30 +/- 0.50 μm at 1310 nm
- 10.50 +/- 1.00 μm at 1550 nm

Dispersion

Zero Dispersion Wavelength (λ₀): 1301.5 nm ≤ λ₀ ≤ 1321.5 nm

Zero Dispersion Slope (S₀): ≤ 0.092 ps/(nm² • km)

Fiber Polarization Mode Dispersion Coefficient (PMD): ≤ 0.5 ps/√km

Dispersion Calculation	
Dispersion = D (λ): ≈	$\frac{S_0}{4} \left\{ \lambda - \frac{\lambda_0^4}{\lambda^3} \right\}$ ps/(nm * km), for 1200 nm ≤ λ ≤ 1600 nm
	(λ = Operating Wavelength)

ENVIRONMENTAL SPECIFICATION

Environmental Test Condition	Induced Attenuation (dB/km)	
	1310 nm	1550 nm
Temperature Dependence -60° C to +85° C*	≤0.05	≤0.05
Temperature-Humidity Cycling 10° C to +85° C*, up to 98% RH	≤0.05	≤0.05
Water Immersion, 23°C	≤0.05	≤0.05
Heat Aging, 85°C	≤0.05	≤0.05

<p><i>Operating Temperature Range</i> -60° C to +85° C</p>

*reference temperature = +23°C

DIMENSIONAL SPECIFICATIONS

Standard Length (km/reel): 2.2 – 25.2

**longer spliced lengths available at a premium.*

Glass Geometry

Fiber Curl: ≥ 4.0 m radius of curvature
Cladding Diameter: 125.0 ± 1.0 µm
Core-Clad Concentricity: ≤ 0.6 µm
Cladding Non-Circularity: ≤ 1.0%

Coating Geometry

Coating Diameter: 245 ± 10 µm
Coating –Cladding Concentricity < 12 µm

Defined as: $\left[\frac{\text{Min. Clad Diameter}}{\text{Max. Cladding Diameter}} - 1 \right] \times 100$

MECHANICAL SPECIFICATIONS

Proof Test:

The entire length of fiber is subjected to a tensile proof stress ≥ 100 kpsi (0.7 GN/m²)*.

EXHIBIT C. OPERATIONS AND MAINTENANCE

I. PREVENTATIVE, DEMAND AND EMERGENCY MAINTENANCE

A. **Preventative Maintenance:** Preventative Maintenance refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 01:00:00 and 05:00:00 Local Time. The Party performing such maintenance shall provide at least three (3) days prior notice to the other Party of Preventative Maintenance.

Preventative Maintenance performed by Provider shall commence with respect to the Licensed Fiber(s) upon the commencement of the grant of License hereunder. Preventative Maintenance performed by Provider shall include the following activities:

(i) Patrol of System route on a regularly scheduled basis; (ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates; (iii) Maintenance of sign posts along the System right-of-way with the number of the local "Call-Before-You-Dig" organization and the "800" number for the appropriate "Call-Before-You-Dig" program; and (iv) Assignment of maintenance technicians to locations along the route of the System at approximately 200-mile intervals dependent upon terrain and accessibility.

(ii) Recipient shall immediately report the need for Unscheduled Maintenance to Provider in accordance with procedures promulgated by Provider from time to time. Provider will log the time of Recipient's report, verify the problem and dispatch personnel immediately to take corrective action.

B. **Emergency Maintenance (Unscheduled Maintenance or Repair):** Emergency Maintenance shall be performed by or under the direction of Provider in response to an alarm identification by Provider's Network Operations Center ("NOC"), notification by Recipient or notification by any third party of any failure, interruption or impairment in the operation of a Recipient Fiber, or any event imminently likely to cause the failure, interruption or impairment in the operation of a Recipient Fiber. Work to address an Emergency Maintenance situation may degrade the quality of or cause outages. Provider may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Provider shall provide notice of Emergency Maintenance to Recipient as soon as is commercially practicable under the circumstance but when reasonably possible; provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Recipient agrees to acknowledge notice of the emergency event in a reasonable period of time and in all events, Recipient will take necessary steps to notify key personnel internally in order for the Provider to correct or repair the affected area.

C. **Demand Maintenance:** "Demand" maintenance is work necessary to restore service to one or more end-users of Provider and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Provider may undertake Demand Maintenance immediately. Provider shall provide notice of Demand Maintenance to Recipient as soon as is commercially practicable under the circumstances.

D. **Notification:** Provider shall provide Recipient with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Recipient:

City of Morro Bay
Attn: Steve Doer
595 Harbor Street
Morro Bay, CA 93442

City of Morro Bay
Attn: Janeen Burlingame
595 Harbor Street
Morro Bay, CA 93442

Recipient shall notify Provider of any failure, interruption or impairment in the operation of a Recipient Fiber, or any event imminently likely to cause the failure, interruption or impairment in the operation of a Recipient Fiber.

Provider:
Charter Business Network Operations Center (CB NOC):
Fiber Support One Call
Phone: (866) 603-3199
Email: CBPC@chartercom.com

Recipient shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Provider's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Provider shall notify Recipient at Provider's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

II. CHARTER BUSINESS NETWORK OPERATIONS CENTER.

Provider operates and maintains an operations center, Charter Business Network Operations Center (CB NOC), which is staffed twenty-four (24) hours a day, seven (7) days a week. Provider shall have a maintenance employee at the site requiring Emergency or Demand Maintenance activity within four (4) hours after the time Provider becomes aware of an event requiring Emergency or Demand Maintenance, unless delayed by circumstances beyond the reasonable control of Provider.

III. COOPERATION AND COORDINATION.

Recipient shall utilize the Charter Business Performance Center Escalation List, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of Provider in meeting maintenance service objectives. The following is the initial Charter Business Network Operations Center Escalation List.

Charter Business Network Operations Center Escalation List

The purpose of escalations is to ensure that adequate resources are mobilized quickly, tracked appropriately and the issue is resolved in the shortest possible time. To that end, the Charter Business NOC performs internal and external escalations within Charter and provides this escalation list to our customers and service partners for the purpose of escalations within the CB NOC.

Escalation Level	Charter Business NOC: 1-866-603-3199 Name/Title/Email	Contact Numbers
1 st Level 1 Hour	Charter Business NOC Lead Engineer	1-866-603-3199

2 nd Level 2 Hours	Charter Business NOC Supervisor	1-866-603-3199
3 rd Level 3 Hours	Charter Business NOC Manager Tony Barcellona tbarcellona@chartercom.com	502-420-7467 office 502-442-4494 cell
4 th Level 4 Hours	Charter Business NOC Director Dan Davidson daniel.davidson@chartercom.com	502-420-7419 office 502-619-2799 cell
5 th Level 6 Hours	VP Network Ops & Engineer Services Keith Hayes keith.hayes@chartercom.com	303-323-1347 office 770-378-3595 cell

(a) TROUBLE REPORTING PROCEDURES

To report suspected problems on the Recipient Fiber please call our CBPC: Fiber Support One Call at (866) 603-3199.

We will request the following information related to the problem you are reporting:

1. Company name
2. Your name
3. Your phone number
4. Customer Contact name and number
5. Customer account number
6. Customer trouble ticket number
7. Fiber origination and termination locations
8. Time of trouble onset
9. Nature of observed trouble
10. Is Licensed Fiber(s) released to Recipient for testing?

Once our CBPC representative has received all of this information a Customer Trouble Ticket will be assigned and investigation of your report will begin. Once the status of your report has been determined the CBPC will contact your designated contact individual at the appropriate number to discuss the findings. In any circumstance the initial response to Recipient will be within two (2) hours of the completion of the trouble reporting procedure.

(b) Provider will, as necessary, arrange for unescorted access for Recipient to all sites of the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In the event that any Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Recipient, then Recipient shall, at Provider's reasonable request, make such personnel of Recipient available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Provider in performing such maintenance as required of Provider hereunder.

IV. Facilities. Provider shall maintain the System in a manner which will permit Recipient's use, in accordance with the terms and conditions provided under the terms of the Agreement.

V. Cable/Fibers.

(a) Provider shall perform appropriate Preventative Maintenance on the System in accordance with Provider's then current preventative maintenance procedures, which shall not substantially deviate from standard industry practice.

(b) Provider shall have qualified representatives on site any time Provider has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the Cable.

VI. Subcontracting. Provider may subcontract any of the maintenance services hereunder; provided that Provider shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. The use of any such subcontractor shall not relieve Provider of any of its obligations hereunder.



AGENDA NO: A-7

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** July 1, 2013

FROM: Rob Livick, PE/PLS - Public Services Director/City Engineer
Rick Sauerwein, PE – Engineering Division/Capital Projects Manager
Bruce Keogh, Wastewater Division Manager

SUBJECT: Status Report of a Major Maintenance & Repair Plan (MMRP) for the Existing Wastewater Treatment Plan

RECOMMENDATION

Staff recommends that this report be received and filed.

ALTERNATIVES

As no action is requested, there are no recommended alternatives.

FISCAL IMPACT

No fiscal impact at this time as a result of this report. Fiscal impact is addressed through the budget process.

DISCUSSION

This staff report is intended to provide an update on the development of the MMRP for the WWTP. At the February 14, 2013 JPA meeting the Council and District Board approved the development of an MMRP and made the following motion:

- Direct staff to prepare a time sensitive and prioritized MMRP for the WWTP with an anticipated rolling 2 year budget;
- That the JPA solicit proposals from a qualified firm, or firms, to provide technical advice and analysis on an as needed basis as determined by Morro Bay's Public Services Director and Cayucos Sanitary District Manager;
- And that the Morro Bay Public Services Director and Cayucos Sanitary District Manager report back to the JPA on a semi-annual basis on the progress and costs associated with the MMRP.

Development of a MMRP will assist the City and District in projecting the budgeting of expenditures required to keep the current plant operating in compliance with regulatory requirements.

Staff's primary focus has continued to be on the next fiscal year and the projects contained

Prepared by: BK/RL/RS Dept. Review: RL

City Manager Review: _____

City Attorney's Review: _____

within the proposed FY13/14 budget. Staff presented the draft WWTP budget at both the City budget workshops as well as the June 13, 2013 JPA meeting. Staff conducted a follow-up meeting on June 17, 2013 with the CSD Board President and Board member Dan Lloyd as well as Councilmember Smukler to discuss proposed MMRP projects and work schedule in greater detail. The discussion included a tour of the WWTP. At the CSD Board meeting on June 20, 2013, the CSD Board approved the \$1.04M in funding for MMRP projects presented during the budget hearing at the JPA meeting, along with another \$166,000 that was included as part of the operating budget for minor MMRP items.

Staff is currently working on developing an implementation schedule for the projects funded in the FY 13/14 budget. This work has included discussions with various engineering firms as well as vendors on equipment types and methods of procurement. In addition, staff is continuing to investigate various plant processes to better define future project scope and costs.

At the June 13, 2013 JPA meeting, staff presented a prospective project list for FY13/14 through FY17/18. It is important to recognize that, except for the current budget year, this is a very tentative list which will be refined and prioritized as the results of additional investigation and analyses are completed. The next steps include gathering essential data to further assess equipment and facilities condition, developing detailed project scope, and prioritizing each project based on the following criteria: critical for plant safety, essential for regulatory compliance, reduces risk of plant malfunction, reduces O&M costs, and reduces energy consumption/cost. The current work plan anticipates an MMRP budget for FY 14/15 that is similar to the \$1.3M that was recommended for FY 13/14. The following table shows the draft MMRP schedule by fiscal year including the proposed project. Staff will continue to actively work on the further refinement of existing studies, structural conditions, and equipment assessments to continue to fine tune the MMRP.

DRAFT MMRP SCHEDULE

FY 13/14	FY14/15	FY15/16	FY16/17	FY 17/18
Headworks Screening	Primary Clarifier Repairs	Primary Clarifier Repairs		
Clean/Repair Digester #2	Clean/Repair Digester #1		Clean/Repair Digester #3	
Chlorine Contact Tank Repairs			Secondary Clarifier Repairs	SCADA
Interstage Pump Project	Electrical Upgrade			Electrical Upgrade
Chlorine Building Rehabilitation	Biofilter Rehabilitation	Biofilter Rehabilitation		
	Flood Related Issues			
Miscellaneous Equipment Repair and Replacement				
Facility Maintenance				

<i>Est. Cost = \$1.3M</i>	<i>~\$1.3- 1.5M</i>		
---------------------------	---------------------	--	--

MBCSD staff has continued the process of proceeding to acquire specialty services to assist staff with further evaluation and cost estimating. As stated above, staff has had conversations with various engineering firms to discuss and refine strategies for moving forward. Specifically these experts would assist in the non-destructive testing of the digesters to gain more knowledge about their structural condition prior to developing the project scope to drain the digesters for cleaning, coating, and repairs. This should help expedite repairs and limit the down time of the digesters. Additionally, they would be tasked with reviewing the 2006 Carollo Wastewater Treatment Plant Electrical Facilities Overview (Appendix H of the 2006 Facility Master Plan) and providing an updated condition assessment of critical electrical infrastructure.

Finally, a review of certain portions of Chapter 6 of the FMP would also be completed to provide a current analysis and recommendations for the rehabilitation of the primary and secondary clarifiers. This assessment will assist staff in prioritizing the proposed work tasks as well as refine cost estimates. The electrical evaluation could begin early in the new fiscal year; however staff would recommend not starting the clarifier assessments until September after peak summer flows have subsided. This still allows ample time to incorporate this information for planning and budgeting for the next fiscal year.

CONCLUSION

Staff will continue to bring a status report on the development of the MMRP at City Council meetings on a monthly basis.



AGENDA NO: A-8

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** July 2, 2013
FROM: Rob Livick, PE/PLS –Director of Public Services/City Engineer
SUBJECT: Resolution Approving Adjustment to Lease Site Maps for Lease Sites 93-95 and 93W-95W; (Held Family; and Smith W and Hannah W Held Family Trusts)

RECOMMENDATION

Staff recommends City Council approve the adjustment to Lease Sites 93-95 and 93W-95W by Resolution No. 42-13.

ALTERNATIVE

Staff does not recommend any alternatives to the recommended action.

FISCAL IMPACT

The adjustment will cause a 201 square foot increase to the leasable area and could result in an approximate 1.3% increase in lease payments to the City's Harbor fund due to said area increase.

BACKGROUND/DISCUSSION

On December 9, 1974 the City Council adopted Resolution 77-74 approving the "Lease Site Maps" as the official reference document for the lease sites. These maps include all those tide and submerged areas held in trust by the City of Morro Bay for the State of California. These maps have been adjusted from time to time based upon direction from City Council to accommodate new and modified lease sites.

With the approval of UPO-342 by City Council on December 11, 2012 and the Lease Agreement Resolution 17-13 on March 12, 2013 a lease line adjustment was required. This proposed adjustment to the lease line facilitates the development as approved by UPO-342 and corrects an error that has existed since the original construction.

CONCLUSION

Staff recommends the City Council approve the adjustment to Lease Sites 93-95 and 93W-95W by adopting Resolution No. 42-13 to comply with the requirements of UPO-342 and City Council Resolution 17-13.

Prepared By: RL

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

RESOLUTION NO. 42-13

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING ADJUSTMENTS TO LEASE LITE MAPS,
LEASE SITES 93-95 and 93W-95W**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, on December 9, 1974, the City Council approved the “Lease Site Maps” dated November 1974; and

WHEREAS, the “Lease Site Maps” have been revised at various times by the City Council of Morro Bay to reflect new lease sites and adjustments in lease site boundaries; and

WHEREAS, City desires to adjust the boundaries to accommodate uses authorized by UPO-342 and City Council Resolution 17-13 for existing and future leases; and

WHEREAS, the said map clearly identifies each lease site and its boundaries for easy reference and access.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morro Bay, California does hereby adjust the boundaries of lease sites: 93-95 and 93W-95W, and hereby designates the attached “Exhibit A-Revision to Lease Site Maps” as the official reference document for said lease sites.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Jamie L. Irons, Mayor

ATTEST:

Jamie Boucher, City Clerk

EXHIBIT "A"

EMBARCADERO ROAD

N28°29'02"W 93.15'

PARCEL 25
3 PM 10



LAND LEASE SITES 93, 94 & 95

6,307 S.F.

SHORE CONTROL LINE

FORMER LEASE LINE

N74°47'53"E 175.13'

HARBOR ST

LEGEND

● 1" IRON PIPE "RCE 11727" SHOWN ON 3 PM 10

--- SHORE CONTROL LINE PER 3 PM 10



GRAPHIC SCALE IN FEET

FORMER WATER LEASE LINE

N13°30'46"W 93.79'M

NEW LEASE LINE

WATER LEASE SITES 93W, 94W & 95W

8,698 S.F.

MORRO BAY

44.00'

44.02'

N13°30'46"W 95.07'



MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

EXHIBIT "A"
REVISION TO LEASE SITES MAP
LEASE SITES 93-95 AND
93W-95W

JOB NO. 11-097

M:\11-097_901-915_Embarcadero-Morro_Box.dwg\Lease_Sites_93-95_93W-95W.dwg 8:51:11 pm 10/10/2013 5:02pm richardson



AGENDA NO: A-9

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** July 1,, 2013
FROM: Robert Livick, PE/PLS - Public Services Director/City Engineer
SUBJECT: Authorization to File Notice of Completion for Project No. MB2010-FD01: Morro Bay Fire Station 53 Office and Living Quarters

RECOMMENDATION

Authorize staff to file the Notice of Completion for Morro Bay Fire Station 53 Office and Living Quarters.

ALTERNATIVES

Staff does not recommend any alternatives to the recommendation.

FISCAL IMPACT

The Project was funded from a combination of a FEMA Grant, USDA Loan and City Funds (Measure Q) and was approved in the City's budget. Rarig Construction's bid for upgrade was \$2,852,000, the City budgeted an additional \$285,200 (10-percent) for contingencies. During the course of the project, contract change orders added \$75,897. This resulted in a final total contract cost of \$2,927,897.

DISCUSSION

This Project was the construction of an office and living quarters portion of Fire Station 53 to replace the original facility which was damaged during the San Simeon earthquake. This structure adjoins the existing apparatus bay and improves Fire Department response times and functionality. The building was designed and constructed to the essential facilities' standards.

Project bids were opened on June 30, 2011 with 4 bids received. The low bid was submitted by Rarig Construction, Inc. of San Luis Obispo in the total bid amount of \$2,852,000. Construction progressed and the City issued a Certificate of Occupancy on January 4, 2013. Daily inspection and post-construction punch list items verified that the fire station construction is a success. Completion of this phase of the Fire Station project brings an end to a nearly \$6,000,000 endeavor that has spanned almost a decade since the December 2003 San Simeon earthquake. This new fire station should serve the community in excess of 50 years.

Prepared By: RL

Dept Review: RL

City Manager Review: _____

City Attorney Review: _____

CONCLUSION

Rarig Construction, Inc. has completed the project and staff recommends the City Council accept the project and authorize the filing of a Notice of Completion.

ATTACHMENT

Notice of Completion

Recording requested by: and
When recorded mail to:
City of Morro Bay – City Engineer
595 Harbor Street
Morro Bay, Ca. 93442-1957

**NOTICE OF COMPLETION
CITY OF MORRO BAY**

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by the undersigned City Clerk of the City of Morro Bay, 595 Harbor Street, Morro Bay, County of San Luis Obispo, California, 93442, having the sole interest in fee, that the construction of the

**PROJECT NO. MB2010-FD01: MORRO BAY FIRE STATION 53
OFFICE AND LIVING QUARTERS**

in the City of Morro Bay, has been completed by

RARIG CONSTRUCTION, INC.

and was accepted on July 9, 2013.

Jamie Boucher, City Clerk
City of Morro Bay, California

The undersigned hereby deposes and says:

That she is the City Clerk of the City of Morro Bay, County of San Luis Obispo, California; that she has read the foregoing Notice and knows the contents thereof and that the same is true of her own knowledge.

I declare the foregoing to be true under penalty of perjury.

Executed at Morro Bay, California, this _____ day of _____, 2013

Jamie Boucher, City Clerk

CITY OF MORRO BAY

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that the construction of

**PROJECT NO. MB2010-FD01: MORRO BAY FIRE STATION 53
OFFICE AND LIVING QUARTERS
by RARIG CONSTRUCTION, INC.**

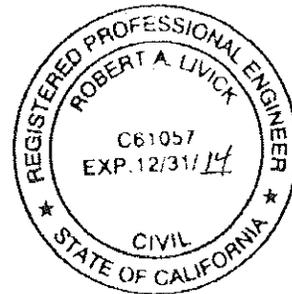
has been inspected and found to substantially comply with the approved plans and specifications and has been accepted as having been completed in accordance therewith.

It is, therefore, requested that the City Clerk file a Notice of Completion.

By: 

Robert Livick, PE/PLS
Public Services Director/City Engineer

Date: June 24, 2013





AGENDA NO: A-10

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** July 5, 2013

FROM: Rob Livick, PE/PLS - Public Services Director/City Engineer
Barry Rands, PE – Associate Engineer

SUBJECT: Award of Contract to RRM Design Group of San Luis Obispo, CA for Consultant Services for Project No. MB-2013-S2: Morro Creek Multi-Use Trail and Bridge Project

RECOMENDATION

Staff recommends the City Council award the Consultant Services contract to RRM Design Group in the amount of \$260,257 with a contingency reserve of \$25,000.

ALTERNATIVES

1. Adopt Staff Recommendation.
2. Provide direction to staff to revise the draft scope of work and associated fee.
3. Reject the proposal and negotiate fees and scope with the second ranked firm.

FISCAL IMPACT

A budget estimate of a “not to exceed” amount of \$260,257 plus a \$25,000 contingency reserve will be covered primarily by a Grant of \$220,000 from the National Scenic Byways Fund. The additional \$40,257 to cover the base contract amount will come from accumulated Local Transportation Funds that are designated for bicycle and pedestrian projects. City Council previously authorized \$27,500 to be used to meet the minimum match requirements for the Grant. The additional \$12,757 will come from this same source.

BACKGROUND AND DISCUSSION

On May 14, 2013, the City Council authorized the execution of an agreement to accept a National Scenic Byways grant of \$220,000 to pay for engineering design and environmental permitting services for the Morro Creek Multi-Use Trail and Bridge Project. The Council also authorized the use of \$27,500 in Local Transportation Funds and \$27,500 in staff services to meet the minimum match requirements of the grant.

Prepared By: BR

Dept Review: RL

City Manager Review: _____

City Attorney Review: _____

A Request for Proposals was issued in March of this year, inviting interested parties to submit qualifications and proposals to perform engineering and environmental services for the project. Six firms submitted proposals, but due to a misstatement regarding the Disadvantage Business Enterprise (DBE) requirements, the Caltrans Local Assistance Department (local administrator of federal grants) recommended that the RFP be reissued. The second round of RFPs, issued in April, resulted in one additional proposal for a total of seven from the following firms:

- Moffat & Nichol, Walnut Creek
- Omni-Means Ltd., Roseville
- Questa Engineering, Richmond
- Rick Engineering, San Luis Obispo
- RRM Design Group, San Luis Obispo
- Shoreline Engineering, Morro Bay
- TetraTech, San Luis Obispo

As stated in the RFP, the proposals were to contain the following information:

1. Scope of Services:

Describe in sufficient detail to identify the major elements of the services that are to be provided by the consultant, including overall project management of this phase of the project. The anticipated tasks include, but are not limited to the following:

- a. Prepare cost estimates and conceptual design of the attached layout with at least three bridge conceptual design alternatives. Bridge alternatives shall include variations in materials, construction methods and design loads. All alternatives shall require full span of Morro Creek and conveyance of pedestrian/bicycle traffic. At least one alternative shall include conceptual design for HS-20 emergency vehicle loading.
- b. Include two public workshop presentations and presentations to the Coastal commission, City Council, Planning Commission and Public Works Advisory Board.
- c. Four working meetings and participation in a conference of the North Coast Scenic Byway Advisory Committee should be anticipated.
- d. Identify and perform all environmental studies required as part of the CEQA/NEPA and local permitting processes. A Field Review and Preliminary Environmental Study (PES), completed in conjunction with Caltrans Local Assistance Staff, will provide a list of the technical studies required. The Field Review is scheduled for May 8. The results of the Field review and PES will be issued as an addendum to clarify the level of effort regarding environmental review and technical studies.
- e. Apply and submit Conditional Use Permit application to City of Morro Bay
- f. Apply and submit Coastal Development Permit application to California Coastal Commission

- g. Coordinate with regulatory stakeholders and City Planning staff.
 - h. Provide surveying services to establish a base map with horizontal and vertical control and adequate information to fully design bridge and associated project components.
 - i. Provide geotechnical and soils reports as needed for structural design and scour analysis.
 - j. Prepare legal descriptions of impacted properties and determine right of way needs and options in support of City right of way negotiations.
 - k. Coordinate with City staff in incorporating the results of City-prepared hydraulic and scour analysis into bridge design.
 - l. Prepare plans at the 30%, 60%, 90% and Final Design stages.
 - m. Prepare specifications at the 60%, 90% and Final Design stages.
 - n. Assist the City in administering the project in conformance with the Grant Agreement and related Covenants between the City and the State and in compliance with the Caltrans Local Assistance Procedures Manual.
 - o. Assist the City in submitting the STIP-TE Allocation and the Federal Request for Authorization (RFA) for Construction (CON) Packages to District Local Assistance.
2. **Project Team:** Identify the project team and specify the responsible project manager and key individuals.
 3. **Qualifications:** Provide the qualifications of the key individuals on the project team.
 4. **Experience:** Provide evidence of Consultant's past performance on related work and experience and understanding of Federal-Aid procedures.
 5. **Schedule:** Provide a proposed schedule showing personnel assignments and estimated hours.

The RFP described the evaluation and selection criteria as being based on an overall assessment of qualifications, capability, adaptability, and plan to accomplish the project on schedule. Selection of the consultant was based on all submitted documents and subsequent interview.

Written proposals were ranked by a five-member selection committee made up of three representatives from Public Services and two local residents with experience with public works projects and cycling. The committee included:

1. Barry Rands, PE, Associate Engineer, Public Services (Committee Chair and Project Manager)
2. Rick Sauerwein, PE, Capital Projects Manager, Public Services
3. Kathleen Wold, Planning Manager, Public Services (with assistance from Cindy Jacinth, Assistant Planner)
4. Geiska Velasquez, SLOCOG Staff member and resident of Morro Bay
5. Matt Makowetski, PWAB Member and resident of Morro Bay

The proposals were evaluated using the following qualifications-based criteria:

Criteria	Points
Understanding and Approach to the Work	30
Relevant Project and Federal Aid Experience	30
Project Team	25
Local Knowledge	10
Ability to Conform to City Contract	5
Total	100

The selection committee evaluated the written proposals and invited the top three, RRM, Moffet & Nichol, and Omni-Means, to a formal interview. The interview was conducted on June 12 where interviewees were given the opportunity to give a brief presentation of their proposal and answer several prepared and extemporaneous questions. The committee evaluated the interviewees with quantitative criteria and combined those scores with scores from the written proposals.

All five members of the committee ranked RRM highest in both the written proposal and in the interview. Following the selection committee’s recommendation, staff contacted RRM and asked them to prepare a detailed scope of work and fee estimate. After several rounds of negotiations and discussions, RRM provided the City with a scope of work and fee schedule that was mutually acceptable. Though the not-to-exceed fee of \$260,257 is greater than what was anticipated in the grant application and the amount previously approved by City Council, staff considers the fees to be reasonable to accomplish the required tasks. Due to funding limitations, one of the project components, design of interpretive facilities, has been included as an optional task if funds become available. City staff has learned of potential grant sources for interpretive facilities.

Caltrans recently increased the pre-award audit requirement threshold from \$250,000 to \$1,000,000. This consultant contract, valued at \$260,257, does not require a pre-award audit.

CONCLUSION

Staff recommends that the City Council authorize staff to negotiate a final scope of services, schedule and fee and execute a contract with RRM Design Group for engineering design and environmental determination services for the Morro Creek Multi-Use Trail and Bridge Project MB-2013-S2 for a fee not to exceed \$260,257. This would include authorization of an additional \$12,257 in Local Transportation Funds.

ATTACHMENTS

1. Scope of Services (Final Draft)
2. RRM Design Group Proposal
3. Committee Scoring of Proposals

Exhibit “A” Scope of Services

Morro Creek Multi-Use Trail & Bridge



I. PROJECT SUMMARY

The City of Morro Bay (City) wishes to engage the services of RRM Design Group (RRM) to prepare Preliminary Design, Environmental Compliance, Right-of-Way and Final Design documents for the implementation of the Morro Creek Multi-Use Trail and Bridge Project (Project) located along Dirt Embarcadero between the existing trailhead parking area near Coleman Drive and the north side of Morro Creek. The Project will consist of a multi-use paved path, pedestrian boardwalk, an approximately 38 space parking lot, an approximately 130 foot long clear-span pre-engineered/pre-fabricated bike and pedestrian bridge, two interpretive stations, and non-irrigated native planning areas.

II. SCOPE OF SERVICES TASK SUMMARY

Task A: Pre-Design Services

Subtask A.01: Topographic Survey and Base Mapping

Subtask A.02: Geotechnical Engineering

Task B: Preliminary Design Services

Subtask B.01: Draft Schematic Design Plan

Subtask B.02: PWAB Meeting – Bridge Alternative Selection

Subtask B.03: Final Schematic Design Plan

Subtask B.04: Visual Simulations

Subtask B.05: PWAB Meeting – Final Schematic Plan Presentation

Task C: Environmental Planning Services

Subtask C.01: Cultural Resource Constraints Assessment

Subtask C.02: Biological Resources Analysis

Subtask C.03: Visual Impact Assessment

Subtask C.04: Draft CEQA/NEPA Documentation (IS/CE)

Subtask C.05: Final CEQA/NEPA Documentation (IS/CE)

Task D: Final Design Services (PS&E)

Subtask D.01: Trail Easement Legal Descriptions

Subtask D.02: 60% Draft Construction Documents

Subtask D.03: 90% Draft Construction Documents

Subtask D.04: 100% Draft Construction Documents

Subtask D.05: Bid-Ready Construction Documents

Task E: Project Coordination Services

Subtask E.01: Project Coordination & Management

Subtask E.02: Project Development Team Meetings and Presentations

Subtask E.03: Project Website Hosting (Optional)

Subtask E.04: Conditional Use Permit Assistance

Subtask E.05: Coastal Development Permit Assistance

Task F: Interpretive Exhibit Design Services (Optional)

Subtask F.01: Conceptual Interpretive Exhibit Design

Subtask F.02: Refined Interpretive Exhibit Designs

Subtask F.03: Final (Camera Ready) Interpretive Exhibit Designs

Exhibit "A" Scope of Services

Morro Creek Multi-Use Trail & Bridge



III. DETAILED SCOPE OF SERVICES

Task A: Pre-Design Services

Subtask A.01: Topographic Survey and Base Mapping

RRM will conduct survey work within the project area to create a base map file suitable for preliminary trail design work that will include the following components:

- Aerial Topographic Mapping

RRM will facilitate aerial mapping of the proposed trail and bridge project site. This task will include aerial photography over the entire project site, an aerial control survey, digital orthophoto, and compiling the topographic map. RRM will set aerial panels and perform an aerial control survey. The horizontal datum will be based on a State Plane Coordinate System (NAD83) Zone 5 and the vertical datum will be based on NAVD88. Aerial mapping will be subcontracted to an aerial mapping firm. This will involve obtaining new aerial photography suitable for compiling a topographic map at a scale of 1" = 40' showing contours at 1-foot intervals with planimetric features, including detail on roads, buildings, fences, power poles, trees, brush, and other features according to standard practice. Only areas which are unobstructed by trees will show contour information. Accuracy will equal or exceed national map accuracy standards for large-scale topographic maps compiled by photogrammetric methods. The finished product will be available in digital format compatible with AutoCAD.

- Record Boundary

RRM will locate at least two boundary monuments in the vicinity of the project sufficient to orient a record boundary to the topographic base map. The record property lines will be based on a Record of Survey map prepared by RRM and filed in Book 79, Page 67 of Record of Surveys, information from a title report (if available), or other record documents, and plot the approximate property line data in the computer drawing only. RRM will not replace any missing monuments or set any new monuments under this task. Record boundary and easement lines will be from record information only and will not be surveyed lines.

Note: If property corners are to be set, a separate proposal can be provided for this work after our preliminary topographic work is complete. Setting monuments will require recording a Corner Record or a Record of Survey in conformance with State law.

- Supplemental Topographic Mapping

RRM will perform supplemental field survey work to detail topographic features, such as Morro Creek, not shown in sufficient detail the aerial topographic map. Work will include detail on surface evidence of utilities, drainage structures, creek banks, sidewalks, ramps, and other pertinent information. This data will be incorporated into the digital base map.

- Hydraulic Cross Sections

RRM will perform field survey work to obtain three (3) cross sections of Morro Creek for the hydraulic analysis. The cross sections will occur at the proposed bridge structure centerline, upstream and downstream as directed by City staff, and will include all grade breaks between the tops of bank on both sides. The data points will be incorporated in the digital base map

Deliverables:

- Digital topographic map file in AutoCAD format.
- Hydraulic cross sections.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Subtask A.02: Geotechnical Engineering

RRM’s bridge engineer, Bengal Engineering, will prepare a Draft Geotechnical Report for the pre-fabricated bridge over Morro Creek. The single-span pedestrian bridge structure, supported on two abutments, is proposed to span approximately 130 feet. The Draft Geotechnical Report, including the findings and recommendations for the bridge, will be prepared in accordance with general requirements of the Caltrans MTD 1-35, dated June 2008, and the “Guidelines for Structure Foundation Report”, version 2.0, 2009, with adjustments and modifications necessary for Load Resistance Factor Design (LRFD), whose requirements are set forth in the AASHTO LRFD Bridge Design Specifications, Version 4.0 (2007), Caltrans current amendments, and MTD’s 3-1 and 4-1. Design ground motion parameters, including the Acceleration Response Spectrum (ARS), will be developed in accordance with the Caltrans’ 2009 design ground motion determination procedures, as included in Appendix B of Seismic Design Criteria (SDC), 2013.

The geotechnical site exploration effort will include:

- Review of project scope and requirements, available geologic and geotechnical literature relevant to the project site and perform a site reconnaissance visit.
- Provide field exploration program and location information to the City for issuing an encroachment permit.
- Performing the site exploration, which will include the following:
 1. Two hollow-stem borings at or near the proposed bridge site.
 2. Collection of two (2) bulk samples from within the active channel for subsequent laboratory testing to aid in the scour evaluation (scour evaluation by others).
 3. Perform two falling head tests (i.e. percolation tests) to evaluate and quantify infiltration rates of the anticipated subgrade soils in the proposed parking lot area southwest of the bridge site.
- Performing laboratory testing of site soils/rock.
- Preparing Logs of Test Borings (LOTB).

Note: This scope assumes that the City will obtain and provide an encroachment permit (if required) for Bengal Engineering to perform the site exploration.

The geotechnical engineering analysis and recommendation effort will include:

- Evaluating the various feasible foundation type(s), and recommending preferred foundation type(s) for the support of the bridge abutments.
- Evaluating subsurface soil and groundwater conditions.
- Evaluating regional and site geologic conditions, faulting and seismicity, including design ground motion for the bridge structure design and geotechnical seismic analysis, and potential hazard associated with fault surface rupture.
- Including creek scour potential information (provided by others).
- Develop structural section for the approach trails.
- Developing necessary soil/rock design parameters by conducting a review, analysis and interpretation of data obtained from literature review, field exploration and laboratory testing.
- Evaluating soil corrosivity potential to proposed or recommended construction materials.
- Performing geotechnical engineering analysis and design for the LRFD Service and Strength Limit States, including abutment global stability evaluation, foundation movements and axial and lateral capacity or tip elevations, to provide foundation design recommendations.
- Comments on secondary seismic hazards; including liquefaction, lateral spreading, tsunamis, etc.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



- Performing geotechnical seismic analysis and design of foundation, including axial and lateral foundation capacities or tip elevations and other geotechnical seismic design parameters necessary to perform structural analysis and design.
- Developing and providing bridge foundation construction and testing requirements, considerations and recommendations.
- Developing recommendations for the placement of fill (if necessary) and the trail structural section.
- Preparing a Draft Geotechnical Report presenting the results of the above-related tasks in a brief and concise format.
- Update the Draft Report based on the selected structure type and final design conditions for the project.

Deliverables: - Draft geotechnical report.
- Final geotechnical report.

Task B: Preliminary Design Services

Subtask B.01: Schematic Design Plan

Based on the Project’s layout as presented in the current concept plan, RRM will explore trail alignment, system component, trail capacity, and roadway crossing alternatives in the context of anticipated trail users such as cyclists, walkers, joggers, skateboarders, roller bladders, surrey renters, strolling tourists, and nature watchers. Design consideration will also take into account the expected trail user volume increase from residents on the northern portion of Morro Bay who will now have direct access to the waterfront via this Project. As part of this task, RRM’s bridge engineer, Bengal Engineering, will develop three (3) conceptual bridge design alternatives to illustrate differing bridge design styles, structure massing, materials, and load capacities. One alternative will include a design load for emergency vehicles up to 60,000 pounds.

The schematic design alternatives package will be communicated through a combination of plan view graphics, sections, elevations and renderings, and will include a preliminary cost opinion for each alternative. The package will be provided to the City’s Project Manager for distribution to PWAB members in advance of the upcoming alternatives assessment study session with PWAB.

Deliverables: - Schematic design plan package.
- One (1) preliminary cost opinion for each bridge alternative.

Subtask B.02: PWAB Meeting – Bridge Alternative Selection

RRM will work with City staff to prepare for and present the draft schematic design plan, bridge design alternatives, and community’s preferred bridge alternative to PWAB at their regular meeting. The goal of this meeting is to share the bridge design alternatives and discuss the pros and cons of each of the proposed alternatives so PWAB can recommend a preferred bridge alternative for which we can begin development of the final schematic design package. Another key outcome of this study session will be the identification of the preferred design option to jumpstart the CEQA/NEPA process and keep the Project on schedule to meet the grant deadline requirements.

Deliverables: - Prepare for and conduct one (1) PWAB meeting.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Subtask B.03: Final Schematic Design Plan

Based on the outcome of the PWAB study session and design direction from City staff, RRM will develop the final schematic design plan package. At this stage, the Project’s design features such as the trail alignment, width and materials, bridge design, size and foundation system, Interpretive station configuration, parking layout, LID measures, rough earthwork calculations, parcel lines and utility locations, will be clearly communicated and packaged for presentation back to PWAB, and for submittal to the City and State to obtain the Conditional Use Permit and Coastal Development Permit respectively.

The final schematic design plan package will be communicated through a combination of plan view graphics, sections and elevations and will include an updated cost opinion. The package will be provided to the City’s Project Manager for distribution to PWAB members in advance of the upcoming PWAB presentation. RRM will submit the final schematic plan package to the Planning Division and Coastal Commission.

- Deliverables:*
- Final schematic design plan package.
 - One (1) updated preliminary cost opinion.

Subtask B.04: Visual Simulations

RRM will provide a visual simulation of the selected bridge structure project illustrating a graphical representation of the project pre-construction and post-construction from three (3) separate vantage points determined by the City/RRM team. Tentatively, the vantage points are from the beach looking east, from the south pit parking lot looking north and from north Embarcadero looking south toward the Morro Rock.

Photographs of the existing conditions of the site at each vantage point will be merged with a 3-dimensional computer model created from the AutoCAD design file developed by the project team. Once merged with the model, the photographs of the pre-construction conditions will be rendered to create photorealistic views of the proposed bridge design (post-construction). The modeled elements will be illustrated with photorealistic textures based upon typical construction materials.

- Deliverables:*
- One (1) draft and one (1) final submittal of three (3) visual simulations.

Subtask B.05: PWAB Meeting – Final Schematic Design Plan Presentation

RRM will work with City staff to prepare for and present the final schematic design plan package to PWAB at their regular meeting. The goal of this presentation is to communicate the how the preferred alternative was refined and to share the Project’s design details. This other goal of this meeting is to seek PWAB’s recommendation for approval of the schematic design so we can proceed to Planning Commission and City Council to seek the final Project approvals. RRM will develop a power point and/or other presentation support media/graphics as determined appropriate by the City/RRM team for the presentation.

- Deliverables:*
- Prepare for and Present the final schematic design plan package to PWAB.
 - Support media/graphics.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Task C: Environmental Planning

Subtask C.01: Cultural Resource Studies.

RRM’s environmental consultants, Rincon with subconsultant San Buenaventura Research Associates, will prepare cultural resources studies in accordance with NEPA, CEQA, and Section 106 of the National Historic Preservation Act (NHPA). Documentation will be prepared in conformance with Caltrans’ *Standard Environmental Reference* guidelines, Volume 2, Cultural Resources. Rincon will conduct the archaeological tasks under the direction of an archaeologist who meets the Secretary of the Interior’s *Professional Qualification Standards* for prehistoric and historic archaeology. San Buenaventura Research Associates meet and exceed the Secretary of the Interior’s *Professional Qualification Standards* for history and architectural history, and will conduct the historic built environment resources tasks. The cultural resources studies will include the following components:

- Area of Potential Effects Map

A draft Area of Potential Effects map (APE) will be prepared that includes a delineation of the Area of Direct Impact (ADI) and Area of Indirect Effects. The map will include Assessor’s Parcel Numbers (APNs) with clearly delineated property boundary lines and be prepared in accordance with Caltrans requirements include proper scale, format, and signature lines.

- Records Search

A records search will be obtained from the Central Coast Information Center of the California Historical Resources Information System (Information Center), housed at University of California, Santa Barbara. The Information Center will review site records, survey and site location base maps, the California Register of Historical Resources, the National Register of Historic Places, Historic Property Data Files, and other relevant sources in their collection. The records search will provide current information regarding the locations of all documented prehistoric and historical cultural resources and previous archaeological investigations within the study area, as well as within a one-mile radius of the study area.

- Native American Coordination

Pursuant to 36 CFR Section 800.4(a)(3), preparation of the Archaeological Survey Report and Historic Property Survey Report will include coordination with local Native American individuals and groups who may have knowledge of, or concerns with, Native American resources in the area. The team will initiate this task on Caltrans’ behalf by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, letters will be prepared and mailed to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any significant Native American cultural resources within or immediately adjacent to the project area. As many as two (2) telephone calls will be made to each of the Native American groups on the NAHC list to document “good-faith” efforts at follow-up.

- Archaeological Survey of Area of Direct Impacts

A reconnaissance-level archaeological survey of the Area of Direct Impacts will be conducted using pedestrian transects. We assume no previously unrecorded archaeological resources will be encountered and no previously recorded cultural resources will require updates. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

- Archaeological Survey Report

Upon Caltrans approval of the APE map, completion of the records search, and archaeological survey, an Archaeological Survey Report (ASR) will be prepared. This ASR will document the results of the records search and field survey; discuss the potential eligibility of cultural resources within the APE for listing in the

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



National Register of Historic Places; and provide management recommendations for these resources. The report will include maps depicting the area surveyed for cultural resources. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, SLOCOG, Caltrans, and project management personnel on a “need to know” basis. This report will be submitted to SLOCOG and Caltrans for review.

- Local Governments/Historic Groups Consultation

Pursuant to 36 CFR Section 800.4(a)(3), preparation of the Historic Properties Survey Report (HPSR) will include consultation with individuals and organizations who may have knowledge of, or concerns with, historic properties in the area. Consultation will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. As many as two telephone calls will be made to each of the groups to document “good-faith” efforts of follow-up.

- Historic Built Environment Survey

An intensive-level built environment survey of the direct and indirect APE will be conducted. The team assumes that the indirect APE will extend no more than one parcel away from any ground disturbances or right-of-way acquisitions. Any resources identified will be recorded or updated on California Department of Parks and Recreation Series 523 (DPR) forms. Per the Caltrans Standard Environmental Reference (SER), evaluations must be documented on the appropriate inventory forms and in cultural resource study documents. Those forms will constitute a portion of the Historical Resources Evaluation Report (HRER).

- Historical Resources Evaluation Report

Upon completion of the APE map, consultation, and built environment survey, a Historical Resources Evaluation Report will be prepared according to Caltrans’ current guidance as specified in the SER.

- Historic Property Survey Report

Upon completion of the APE, consultation, surveys, ASR, and HRER, a short-format Caltrans Historic Property Survey Report (HPSR) will be prepared according to Caltrans current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description, a description of the APE, details of consultation with Native American groups/individuals as well as and local government and historic groups, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study. Rincon assumes that only one revision to the HPSR will be required.

Deliverables:

- *Historic Property Survey Report including signed Area of Potential Effects map.*
- *Archaeological Survey Report.*
- *Historical Resources Evaluation Report.*

Subtask C.02: Biological Resources Analysis

RRM’s environmental consultants, Rincon, will conduct the biological resources analysis through preparation of a Natural Environment Study and Biological Assessment as detailed below:

- Natural Environment Study

Rincon will prepare a Natural Environment Study (NES) utilizing guidance and formats from the Caltrans Standard Environmental Reference (SER). We understand that the California red-legged frog (*Rana draytonii*) and steelhead (*Oncorhynchus mykiss*; south/central California coast Distinct Population Segment)

Exhibit "A" Scope of Services Morro Creek Multi-Use Trail & Bridge



have been observed in Morro Creek, the western snowy plover (*Charadrius alexandrinus nivosus*) and Morro shoulderband snail (*Helminthoglypta walkeriana*) are known to occur in the vicinity of the bridge site, and potential impacts to other sensitive biological resources exist; therefore, an NES is assumed to be required for this project. The NES will consider both temporary and permanent impacts to sensitive natural communities and special status species, including migratory birds and species protected by the state and federal Endangered Species Acts. The NES will also address invasive species (Executive Order 13112), the protection of wetlands (Executive Order 11990), and floodplain management (Executive Order 11988), and other applicable laws and regulations.

To achieve compliance with Executive Order 11990 and facilitate timely project approvals, Rincon will review the jurisdictional delineation of waters of the U.S. and State of California, including wetlands, at the bridge site, prepared by Althouse and Meade. The results of the delineation will be incorporated into the NES. This scope of work assumes that the bridge will be free-span and avoid jurisdictional areas, and that accordingly, no permits from the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), or California Department of Fish and Wildlife (CDFW) would be required.

- **Biological Assessment**

Rincon will prepare a Biological Assessment (BA) in accordance with the Caltrans SER that will address potential effects to federally listed species. We understand that the BA should address potential project effects to the steelhead, based on the fact that naturally spawning steelhead populations currently occupy Morro Creek and that federally designated critical habitat for steelhead includes the reach of Morro Creek at the subject bridge. The BA will also address potential project effects to other federally listed species with potential to occur at or near the bridge site, such as the California red-legged frog, western snowy plover and Morro shoulderband snail, and direct and indirect effects to federally designated and proposed critical habitat. We assume that Caltrans will act as the lead National Environmental Policy Act (NEPA) agency under the Caltrans NEPA delegation program with the Federal Highway Administration (FHWA) and may initiate consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) pursuant to Section 7 of the federal Endangered Species Act. This assumption is based on the federal nexus associated with federal funding of the subject bridge project through the FHWA's Highway Bridge Program. As necessary, Rincon will consult with the USFWS and/or NMFS to acquire information necessary to determine the level of potential effects and to develop/refine measures to avoid and minimize impacts to federally listed species. The BA will include the *Quality Control and Assurance for Biological Reports* form.

Deliverables: - NES and BA Reports

Subtask C.03: Visual Impact Assessment

Rincon will complete the Caltrans Standard Environmental Reference (SER) Visual Impact Assessment Guide Checklist. The checklist will evaluate the degree and breadth of possible visual issues. The checklist evaluation will include discussions of the following items:

- Potential noticeable changes in the physical characteristics of the existing environment
- Whether the project would complement or contrast with the visual character desired by the community
- The visual characteristics of project features and construction
- The potential for mitigation of visual changes by normal means such as landscaping
- Whether the project, when seen collectively with other projects, would result in an aggregate adverse change in overall visual quality or character
- The viewer sensitivity in the project area

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



- The consistency of the project with applicable laws, ordinances, regulations, policies or standards
- The potential for permits required by outside regulatory agencies (i.e., Federal, State, or local) to necessitate a particular level of Visual Impact Assessment
- Whether the Project Development Team or public would benefit from a more detailed visual analysis in order to help reach consensus on a course of action

The checklist would be scored in accordance with the Visual Impact Assessment Guide, and a recommendation regarding the general level of Visual Impact Assessment that should be performed for the project. For the purposes of this scope of work, it is assumed that the checklist scoring will indicate that a brief Visual Impact Assessment in memo form will be sufficient. Rincon will prepare a Visual Impact Assessment memo that briefly evaluates project changes to the visual environment, and viewer sensitivity in the project area.

Deliverables:

- *Visual Impact Assessment Guide Checklist.*
- *Visual Impact Assessment Memorandum*

Subtask C.04: Draft CEQA/NEPA Documentation (IS, CE)

RRM’s environmental consultants, Rincon, will prepare Draft California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for the project consisting of the following components:

- Draft IS.

Rincon will conduct focused studies and surveys necessary for the preparation of the requisite environmental documentation. This scope of work assumes that all potential impacts can be successfully avoided or mitigated to a less than significant level, and that our team will prepare a draft Initial Study (IS) per CEQA requirements. The CEQA document is under the sole jurisdiction of the City of Morro Bay. It is assumed that when procedural guidance is needed, Morro Bay processes will govern.

The CEQA document will discuss existing conditions, thresholds of significance, impact assessment and methodology, project-specific impacts and mitigation measures, cumulative impacts, and residual impacts for the proposed project. Every effort will be made to avoid and/or propose appropriate mitigation for potential impacts resulting from project construction and subsequent uses. Key environmental issue areas are assumed to be aesthetics, biological resources, and construction-related impacts.

- Draft Categorical Exclusion (CE)

Rincon will prepare a NEPA-compliance Categorical Exclusion (CE) that references or includes the technical studies completed in Tasks C.01, C.02, and C.03. Whereas the CEQA document is under the sole jurisdiction of the City of Morro Bay, the NEPA documentation will need to comply with Federal lead agency standards. The CE will consist of a checklist that notes the applicable project activity, confirms that no unusual circumstances apply to the project, and notes project environmental statutory or regulatory compliance.

Deliverables:

- *One (1) hard copy and one digital copy of the Administrative Draft and Draft Initial Study (IS).*
- *One (1) hard copy and one digital copy of the Administrative Draft Categorical Exclusion (CE).*

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Subtask C.05: Final CEQA/NEPA Documentation (IS, CE)

RRM’s environmental consultants, Rincon, will prepare Final California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for the project consisting of the following components:

- Final IS

Upon completion of the public review period for the draft CEQA document, Rincon will address all comments received by the lead agency, and amend the document where appropriate. This will allow for certification of the document and subsequent final project approval.

- Final CE.

Upon receipt of City and Caltrans comments regarding the Administrative Draft CE, Rincon will address the comments and review the CE where appropriate.

Deliverables:

- One (1) hard copy and one digital copy of the Final Initial Study (IS).
- One (1) hard copy and one digital copy Final Categorical Exclusion (CE).

This scope of work assumes receipt of a single round of consolidated comments from the City and Caltrans regarding each technical report, and the Administrative Draft and Final IS.

Task D: Final Design Services (Plans, Specs & Estimates)

RRM will provide final design services and prepare the construction documents for the project elements contained in the approved schematic design plan package in Subtask B.04.

Subtask D.01: Trail Easement Legal Descriptions

Based on the trail alignment as shown in the 60% level construction drawings, RRM will prepare draft trail easement legal descriptions and exhibit maps and provide to the city for review. This legal description and exhibits will be unsigned and stamped “draft” to prevent inadvertent recording by a third party. This legal description can be used in acquiring easements for the properties affected by the proposed alignment. The legal description will include a written description, the calculated area and an exhibit map. After the City has reviewed the legal description and exhibit map, RRM will make final corrections and deliver them stamped and signed to the City to be used with the grant deed(s) prepared by others.

Deliverables:

- Draft legal description and exhibits.
- Final wet-signed legal description and exhibits.

Subtask D.02: 60% Draft Construction Documents

RRM will prepare 60% draft construction documents (see Construction Document Package Contents listed in Section VI) based on the approved schematic design package. The 60% draft construction documents will be submitted to the City’s Project Manager for distribution to, and review by, Engineering staff.

Deliverables:

- Two (2) sets 60% draft construction document package for review by Engineering staff.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Subtask D.03: 90% Draft Construction Documents

RRM will prepare 90% draft construction documents that address plan-check comments generated from the City’s review of the 60% draft construction documents submittal. The 90% draft construction documents will be submitted to the City’s Project Manager for distribution to, and review by, Engineering staff.

- Deliverables:*
- Two (2) sets 90% draft construction document package for review by Engineering staff.
 - One (1) construction cost opinion.

Subtask D.04: 100% Draft Construction Documents

RRM will prepare 100% draft construction documents that address plan-check comments generated from the City’s review of the 90% draft construction documents submittal. The 100% draft construction documents will be submitted to Engineering staff to perform a back-check.

- Deliverables:*
- Two (2) sets 100% draft construction documents package for back-check by Engineering staff.

Subtask D.05: Bid-Ready Construction Documents

RRM will prepare the bid-ready construction documents that address any back-check comments generated from the City’s review of the 100% construction document submittal. Once the final revisions are complete, one (1) signed reproducible Bid-Ready set of construction documents will be submitted to the City’s Project Manager for final City/Agency signatures and bidding.

- Deliverables:*
- One (1) signed reproducible Bid-Ready Construction Document package.
 - One (1) Updated construction cost opinion.

TASK E: PROJECT COORDINATION

Subtask E.01: Project Coordination and Management

RRM’s project manager will coordinate with City and design staff, utility companies, sub-consultants, and other agencies as necessary on an on-going basis throughout the project’s lifecycle. This task also includes project schedule creation and maintenance as tasks are completed, internal QA/QC, Federal Aid assistance, document review, and day-to-day project coordination efforts including general correspondence and telephone conferencing as required to support City staff during the Project’s development.

- Deliverables:*
- Memos, meeting minutes, project schedule maintenance and general correspondence for document control, compiled in electronic file form and stored on RRM’s Project Website for access by City staff.
 - Project schedule creation and maintenance.

Subtask E.02: Project Development Team (PDT) Meetings and Presentations

RRM’s project manager, and appropriate team member(s) as the subject matter dictates, will prepare for and facilitate up to four (4) PDT meetings with the client team over the course of the Project as subject matter dictates. These meetings will provide an opportunity to collectively review, discuss, and clarify any design issues so that work may proceed in an efficient manner.

In addition to the four PDT meetings, RRM will work with City staff to prepare for and present the Project to the City Council for adoption at the same meetings as Project’s CEQA document is scheduled for certification.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



RRM will develop a power point and/or other presentation support media/graphics as determined appropriate by the City/RRM team for the presentation.

- Deliverables:*
- Prepare for and facilitate up to four (4) PDT meetings.
 - Prepare and distribute meeting notes.
 - Prepare for one (1) City Council meeting to present the Project.
 - Support media/graphics.

Subtask E.03: Project Website Hosting (Optional)

RRM will develop a Project website to post Project information and documents, and receive public comments. Hosting services includes obtaining the domain name, creating the website, posting Project data and maintaining the website on a regular basis.

- Deliverables:*
- Create and maintain Project website.

Subtask E.04: Conditional Use Permit Assistance

The project is located within the OA-2/CF/PD Zone, which requires a Conditional Use Permit (CUP) for the parking lot and bridge. RRM’s project manager, or appropriate team member(s), will assist the City in obtaining a CUP for the project which includes the following services:

- Concept Plan Application Package

RRM will prepare the Concept Plan application and provide required data, supporting documents and drawings as applicable for the Project. The completed application package will be submitted to the City’s Project Manager for distribution to the Planning Division.

- Planning Commission Meeting for Concept Plan Approval

RRM will attend the Planning Commission to answer any technical questions raised by Commissioners. This scope assumes the City’s Planning Division staff will prepare the staff report and present the project to the Commission, and RRM will present supplemental project information as requested by City staff.

- Precise Plan Application Package

Following approval of the Project by the Coastal Commission and notice of intent to issue a Coastal Development Permit, RRM will coordinate with City staff to prepare the Precise Plan application and provide required data, supporting documents and drawings as applicable for the Project. The completed application package will be submitted to the City’s Project Manager for distribution to the Planning Division.

- Planning Commission Meeting for Precise Plan Approval

RRM will attend the Planning Commission to answer any technical questions raised by Commissioners. This scope assumes the City’s Planning Division staff will prepare the staff report and present the project to the Commission, and RRM will present supplemental project information as requested by City staff.

- Deliverables:*
- Prepare the Concept Plan application package.
 - Prepare the Precise Plan application package.
 - Attend one (1) Planning Commission for Concept Plan approval.
 - Attend one (1) Planning Commission for Precise Plan approval.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Subtask E.05: Coastal Development Permit Assistance

The project is located within the Coastal Zone, which requires a Coastal Development Permit (CDP). RRM’s project manager, or appropriate team member(s), will assist the City in obtaining a CDP for the project which includes the following services:

- **Coastal Development Permit Application Package**

Following approval of the Concept Plan by the City’s Planning Commission, RRM will prepare the CDP application and provide required data, supporting documents and drawings as applicable for the Project. The completed application package will be submitted to the City’s Project Manager for distribution to Coastal Commission staff.

- **Coastal Commission Meeting for CDP Approval**

RRM will attend the Coastal Commission meeting to answer any technical questions raised by Commissioners. This scope assumes Coastal Commission staff will prepare the staff report and present the project to the Commission, and RRM will present supplemental project information as requested by Coastal Commission staff.

Deliverables:

- Prepare the Coastal Development Permit application package.
- Attend one (1) Coastal Commission meeting for CDP approval.

TASK F: INTERPRETIVE EXHIBIT DESIGN (Optional)

Subtask F.01: Conceptual Interpretive Exhibit Design

Building on the interpretive and educational topic ideas generated through conversations with City and SLOCOG staff, RRM will develop two (2) concepts for each of the two interpretive display stations along the trail. The conceptual designs will include the prime interpretive/educational topic, general graphic layout and display location along the trail for each of the display concepts. This scope of services assumes the maximum size of each display will be 24-inches by 36-inches.

Once City and SCOCOG staff has reviewed the conceptual interpretive exhibit design submittal package, RRM will conduct a conceptual design review meeting. This meeting will provide a forum to discuss the proposed design ideas and provide design refinement direction to RRM in preparation for the following refined design effort. As part of this review session, RRM will also provide information regarding potential interpretive exhibit vendors and material samples, if available, to aid the City in selecting the appropriate vendors. Specifically, RRM will seek approval of the conceptual interpretive exhibit designs, and selection of an interpretive exhibit production vendor

Deliverables:

- Two (2) conceptual designs for each Interpretive exhibit.
- Conduct one (1) conceptual interpretive exhibit design review meeting.

Subtask F.02: Refined Interpretive Exhibit Design

Based on the approval of the interpretive exhibit designs received at the conceptual interpretive exhibit design review meeting, RRM will coordinate with City and SLOCOG staff to perform research to further develop and refine the content and graphic composition for each interpretive display proposed along the trail. The refined designs will include descriptive text and supporting graphics composed within the each exhibit panel.

Once City and SCOCOG staff has reviewed the refined interpretive exhibit designs submittal package, RRM will conduct a refined design review meeting. This meeting will provide a forum to discuss the proposed design

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



ideas and provide design refinement direction to RRM in preparation for the following final design effort. Specifically, RRM will seek approval of the refined interpretive exhibit designs.

Deliverables:

- One (1) refined design for each interpretive exhibits.
- Conduct one (1) refined interpretive exhibit design review meeting.

Subtask F.03: Final (Camera Ready) Interpretive Exhibit Designs

Based on approval of the interpretive exhibit designs received at the refined interpretive exhibit design review meeting, RRM will finalize the design for each interpretive exhibits proposed along the trail. The final designs will include complete text and graphic composition in camera-ready form for production by the vender selected in Subtask F.02.

Deliverable:

- One (1) submittal final camera ready art of each interpretive exhibits.

IV. CLIENT RESPONSIBILITIES

- Meeting location and facilities.
- Public meeting noticing.
- One contact person who will serve as the City’s representative and will consolidate all Agency review comments into one list of official comments to which RRM can respond.
- Prepare bid and contract “boiler plate” documents, such as bid form, invitation, instructions, general and special conditions, contract forms, insurance, forms, etc.
- Document distribution for design reviews, bidding, and construction.
- Bidding and construction management, inspection, and testing.
- Hydraulic analysis and drainage report.

V. LIMITATION OF SCOPE

Please note that the tasks to be performed by the RRM team are limited to those outlined above. This scope of services excludes the following:

- Custom (site-built) bridge structure design and engineering services.
- Lighting design and electrical engineering services.
- Roadway (Dirt Embarcadero) design and engineering services.
- Irrigation system design services.
- Right-of-Way acquisition negotiation services.
- Record boundary survey.
- Preparation of the SWPPP and register with SMARTS.
- Utility analysis or improvement beyond project limit.
- Multiple bid packages.
- Special or technical studies beyond those listed in Section III.
- Environmental Impact Report preparation services
- Payment of permit fees.
- Permitting Assistance for permits other than the CUP and CDP.

Any additional services that RRM Design Group is asked to perform over and above the tasks described above will be billed on a negotiated and City approved fixed fee or hourly basis as additional services.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



VI. CONSTRUCTION DOCUMENT PACKAGE CONTENTS

Title and Reference Sheets

RRM will prepare title sheets, as necessary, to convey all pertinent general project information. These sheets may include project name, location, approval blocks, agency contact information, USA alert, basis of survey statement, list of abbreviations, phasing and/or additive alternate instructions.

Demolition Plans

RRM will prepare demolition plans, at an appropriate scale, for structures and elements requiring removal in order to implement the Project’s design. The plans will locate, identify, and describe the removal items and provide instructions for the safe disposal of the demolished work. Additionally, the plans will indicate items to salvage or stockpile.

Construction Keynote Plans

RRM will prepare construction keynote plans, at an appropriate scale, for the approved design. The plans will present the overall Project’s layout with a keynoting system that identifies all construction items, references to appropriate details, and drawing series directions.

Site Construction Details

As a companion to the construction plans, we will prepare details for all the construction items illustrated on the site construction plans. The details will specify materials, dimensions, colors, and finishes.

Horizontal Control Plans

RRM will prepare horizontal control plans, at an appropriate scale, for the approved design. The plans will establish all horizontal control for the Project. The plans will also establish construction layout control points and establish a coordinate system for locating all site elements.

Grading and Drainage Plans

RRM will prepare grading and drainage plans and profiles, at an appropriate scale, for the approved design based on the Geotechnical Engineering Report. The plans will build on the topographic survey information and will show vertical control of the Project’s elements, contour grading, spot elevations, vertical curve information, and cut and fill estimates within the project site. The plans will detail the proposed bio-retention areas, swales, and other drainage facilities within the Project’s development area.

Striping and Signage Plans

RRM will prepare striping and signage plans, for the proposed trail and street improvements. The plans will clearly delineate all proposed striping and signs per Caltrans and City standards.

Pre-Fabricated Bridge Foundation Plans and Details

RRM’s bridge engineer, Bengal Engineering, will prepare plans, details, and calculations for a foundation system for a pre-fabricated bridge over Morro Creek that does not require pile driving. The bridge will be designed to span a distance of approximately 130 feet, consistent with the project as presented in the approved schematic design package. The pre-fabricated bridge manufacturer will be responsible for design of the super structure including any supporting structural calculations.

Exhibit “A” Scope of Services Morro Creek Multi-Use Trail & Bridge



Erosion Control Plan

RRM will prepare Erosion Control Plans for the site depicting proposed construction Best Management Practice's (BMP's) in conformance with the State Construction General Permit. The plans will include plan views with locations of proposed BMP's, and details of the BMP's. This scope assumes the Contractor will prepare the SWPPP.

Specifications

RRM will prepare technical specifications (CSI Division 01 through 16 as applicable) based on City of Morro Bay's standard specifications. This scope assumes the City will prepare all general provision specification sections related to this project and assemble the specifications book.

Construction Cost Opinions

RRM's construction cost estimator will estimate construction costs at the 90% submittal level, and then update the estimate for the final Bid-Ready submittal. The detailed Construction Cost Opinion will be itemized with supporting item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received or actual costs of construction will be equal to the opinion.

Exhibit "B" Compensation Morro Creek Multi-Use Trail & Bridge



Task A: Pre-Design Services

Subtask A.01: Topographic Survey and Base Mapping	NTE Fee: \$ 11,220
Subtask A.02: Geotechnical Engineering	NTE Fee: \$ 23,531

Task B: Preliminary Design Services

Subtask B.01: Draft Schematic Design Plan	NTE Fee: \$ 16,440
Subtask B.02: PWAB Meeting – Bridge Alternative Selection	NTE Fee: \$ 800
Subtask B.03: Final Schematic Design Plan	NTE Fee: \$ 16,660
Subtask B.04: Visual Simulations	NTE Fee: \$ 5,520
Subtask B.05: PWAB Meeting – Final Schematic Plan Presentation	NTE Fee: \$ 800

Task C: Environmental Planning Services

Subtask C.01: Cultural Resource Constraints Assessment	NTE Fee: \$ 15,467
Subtask C.02: Biological Resources Analysis	NTE Fee: \$ 11,723
Subtask C.03: Visual Impact Assessment	NTE Fee: \$ 3,701
Subtask C.04: Draft CEQA/NEPA Documentation (IS/CE)	NTE Fee: \$ 13,514
Subtask C.05: Final CEQA/NEPA Documentation (IS/CE)	NTE Fee: \$ 4,935

Task D: Final Design Services (PS&E)

Subtask D.01: Trail Easement Legal Descriptions	NTE Fee: \$ 2,000
Subtask D.02: 60% Draft Construction Documents	NTE Fee: \$ 41,530
Subtask D.03: 90% Draft Construction Documents	NTE Fee: \$ 24,918
Subtask D.04: 100% Draft Construction Documents	NTE Fee: \$ 16,612
Subtask D.05: Bid-Ready Construction Documents	NTE Fee: \$ 4,153

Task E: Project Coordination Services

Subtask E.01: Project Coordination & Management	NTE Fee: \$ 16,000
Subtask E.02: Project Development Team Meetings and Presentations	NTE Fee: \$ 8,254
Subtask E.03: Project Website Hosting (Optional)	NTE Fee: \$ 3,000
Subtask E.04: Conditional Use Permit Assistance	T&M (est. fee): \$ 9,280
Subtask E.05: Coastal Development Permit Assistance	T&M (est. fee): \$ 11,200

Task F: Interpretive Exhibit Design Services (Optional)

Subtask F.01: Conceptual Interpretive Exhibit Design	NTE Fee: \$ 3,200
Subtask F.02: Refined Interpretive Exhibit Designs	NTE Fee: \$ 4,240
Subtask F.03: Final (Camera Ready) Interpretive Exhibit Designs	NTE Fee: \$ 4,420

Reimbursable Expenses	T&M (est. fee): \$ 2,000
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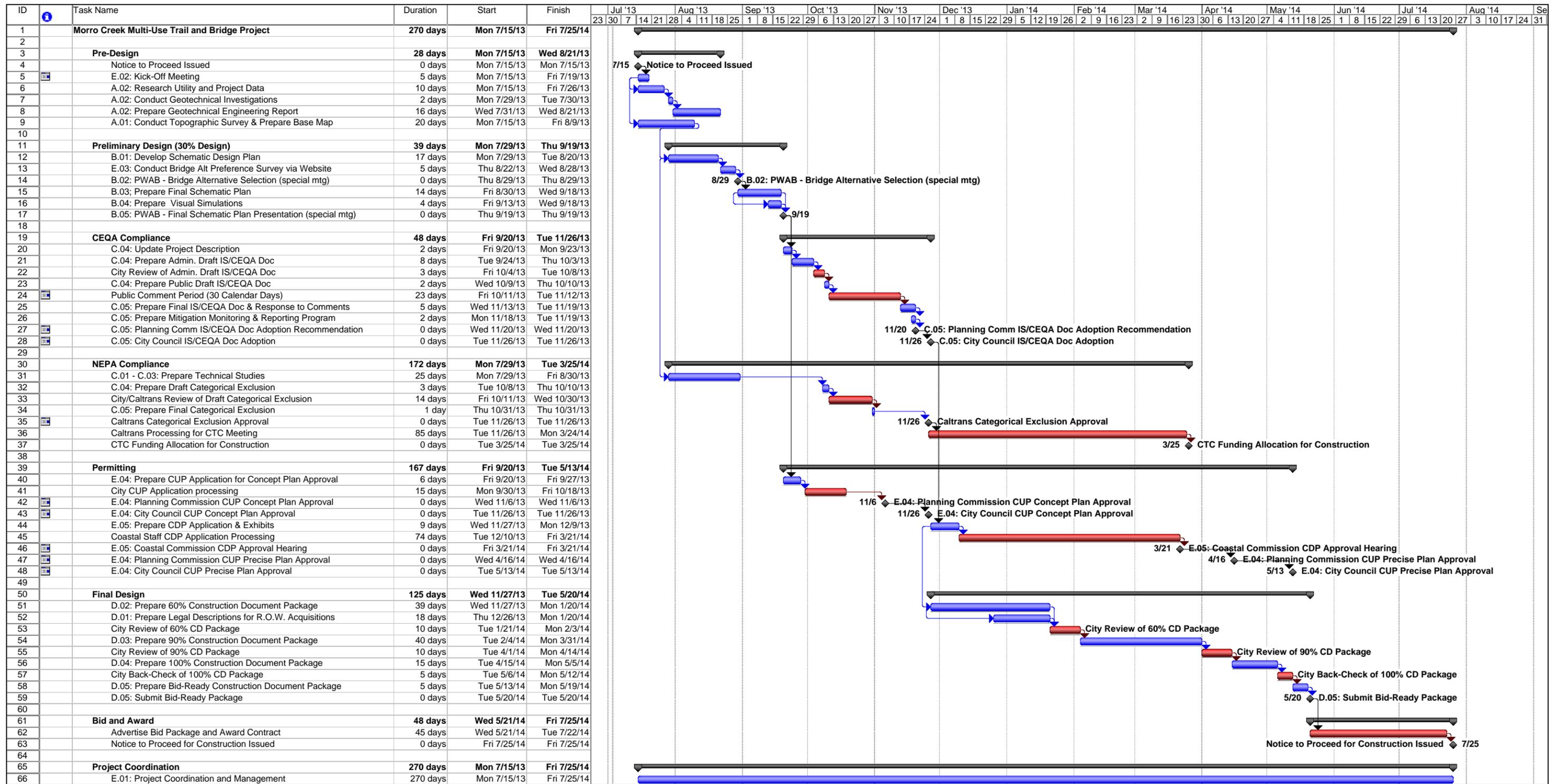
Total Basic Services	\$ 260,257
Total Optional Services	\$ 14,860

Exhibit "B" Compensation Morro Creek Multi-Use Trail & Bridge



Notes:

1. Not-to-Exceed (NTE) fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
2. Estimated fees for tasks shown as "Time and Materials (T&M)" are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours at RRM's rates, and reimbursable costs, may be more or less than the estimate given.
3. Reimbursable expenses include such things as document reproduction, plotting services, public workshop materials, website domain name purchase, monthly website access fee, company car mileage (current federal rate), and overnight delivery and will be billed at cost (10% markup).
4. RRM reserves the right to adjust hourly rates on an annual basis.



Project: Morro Creek Multi-Use Trail and Bridge Project
 Date: Wed 7/3/13

Task: [Blue Bar] Progress [Grey Bar] Summary [Black Bar] External Tasks [Light Blue Bar] Deadline [Green Arrow]

Split: [Dotted Blue Bar] Milestone [Diamond] Project Summary [Grey Bar] External Milestone [Diamond]

Morro Creek Multi-Use Trail and Bridge Project

May 28, 2013

May 28, 2013

Mr. Rob Livick, Public Services Director
City of Morro Bay
955 Shasta Avenue
Morro Bay, CA 93442

RE: Closing Morro Bay's Most Significant Coastal Trail Gap: The Morro Creek Multi-Use Trail and Bridge Project

Dear Rob:

July 4th 2012, Pirate Day Parade on the Harborwalk: I watched as my friends and their families forded Morro Creek on their way to the parade's staging area. Use your Smartphone to scan the QR code on the following page to watch a short video of just what our friends and neighbors went through to participate in the event. The crossing escapades were entertaining to watch, and we all had fun that day, but what made the day even better was knowing that grants to extend the Harborwalk to Morro Creek and build the bridge had already been secured.

Just a month later, on August 8th, the very same folks who forded Morro Creek were on hand to witness Lois Capps, and City and SLOCOG staff announce the award of the Scenic Byway and Transportation Enhancement (TE) grants to fund the Morro Creek Multi-Use Trail and Bridge Project. It was a really great day! Now with the grants in hand, and residents and elected leaders expressing their desire to see this gap closure project come to life as soon as possible, it's clear you need our team to deliver your bridge and trail.

How we will meet your need ...

We will immediately re-mobilize our seasoned Morro Creek Multi-Use Trail, Bridge Engineering and Dune Restoration team. The team includes RRM's key staff (who delivered the Harborwalk as well as this project's Concept Plan), Bengal Engineering's staff (who developed this project's preliminary bridge concept), and Rincon Consultants' staff (who prepared the Draft IS/MND for the LID Boatyard and Harborwalk Extension). **See pages 2-3 for our firm profiles and organizational chart.**

Together, this team's specific knowledge of the project and site, coupled with RRM's four decades of delivering vibrant, sustainable and thriving multi-use trails will keep your project on track. **See pages 4-5 for eight reasons you should select RRM's team.**

What you will get from our team ...

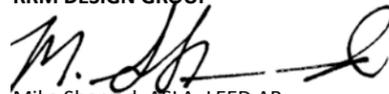
In addition to delivering an amazing coastal trail and bridge to Morro Bay's residents and visitors, you will enjoy three more important benefits by choosing our team:

- You will receive the highest level of Federal Aid assistance with our team's more than 75 years of collective experience working with District 5 and Federal Aid projects. **Check out No. 6 on page 5 and our Federal Aid Project Matrix on page 17.**
- You will have a fully permitted project while enjoying a positive Coastal Commission experience. With our 25-0 track record before the Coastal Commission, you can rest assured we will put our time-tested proactive collaborative approach with Coastal Commission staff to work for you. **Take a look at a sampling of our Coastal Commission experience on pages 26-27.**
- You will have your CEQA and NEPA clearance in by October 8th of this year—six months ahead of the grant deadline. Further, you will have your bid-ready construction documents by March 2014, well ahead of your late summer construction start target. **Look at our approach/scope outline on pages 10-11 and project schedule on page 12 to see how we'll achieve this.**

Our team's history of designing, engineering and implementing successful multi-use trail and bridge projects assures you that we will lead a collaborative process, applying all of our talent when and where it will be most effective in delivering your project. Thank you for considering us as part of your team.

Sincerely,

RRM DESIGN GROUP


Mike Sherrod, ASLA, LEED AP

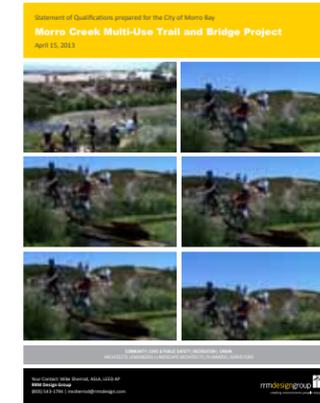
Principal and Your Project Manager

P.S. Please feel free to contact me at mssherrod@rrmdesign.com or on my cell at (805) 748-8572 to discuss our qualifications further.



COMMUNITY | CIVIC & PUBLIC SAFETY | RECREATION | URBAN
ARCHITECTS | ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS

About the cover photos ...



FRONT COVER:
getting to the Pirate Parade, 2012



BACK COVER:
Rob, Barry and Lois announcing the grant award

<https://vimeo.com/64082189>



Check out this video of the Pirate Parade at the Harborwalk ...

Proposal:

Firm Overview 2

Figure 1. Firm Profiles 2

Figure 2. Organizational Chart 3

 Qualifications 4

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 Understanding 6

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Relevant Experience 16

 Introduction 16

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 RRM’s Case Studies 18

 RRM’s Multi-Use Trail Design Experience 24

 RRM’s Coastal Commission Experience 26

 RRM’s Interpretive Exhibit Experience 28

 RRM and Rincon’s Dune Restoration Experience 30

 Rincon’s Environmental Experience 32

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 Bengal Engineering 44

 Rincon Consultants 48

Contract Review and Forms 54

 Contract Review 54

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 Certificate of Insurance 57

 Signed Addenda 58

RRM's Team is Ready to Go!

Here's how we'll work together ...

FIGURE 1

RRM Design Group

Creating Environments People Enjoy® since 1974.

Locations

3765 South Higuera Street, Suite 102
San Luis Obispo, CA 93401
P: (805) 543-1794 | F: (805) 543-4609

1862 South Broadway, Suite 101
Santa Maria, CA 93454
P: (805) 349-7788 | F: (805) 354-7050

232 Avenida Fabricante, Suite 112
San Clemente, CA 92672
P: (949) 361-7950 | F: (949) 361-7955

Field Offices

San Diego
Palm Desert
Fresno
El Segundo

Firm Size

Total staff of 72

In-House Disciplines

Civil Engineering
Landscape Architecture
Architecture
Planning
Surveying

Prime Consultant | RRM Design Group*

RRM Design Group will serve as the Prime Consultant with our in-house multidisciplinary team. RRM will coordinate all subconsultant team members and manage all quality control measures from concept through construction.

Services Provided:

- Project Management • Dune Restoration • Federal Aid Compliance • Civil Engineering
- Landscape Architecture • Surveying • Legal Description Preparation • Cost Estimation
- Quality Control • Interpretive Exhibit Design • Construction Administration
- Conditional Use and Coastal Development Permitting

Subconsultant | Bengal Engineering, Inc.**

Bengal Engineering will work closely with RRM's civil engineers and multi-use trail specialists to provide bridge design and structural engineering for the Morro Creek bridge. Bengal's geotechnical engineers will perform geotechnical analysis and provide geotechnical engineering services to support bridge, parking lot designs and the City's scour analysis.

Services Provided:

- Bridge Design • Structural Engineering • Geotechnical Engineering

Subconsultant | Rincon Consultants

Rincon will provide CEQA and NEPA compliance services. For the CEQA effort, Rincon will prepare an Initial Study (IS)/Mitigated Negative Declaration (MND) and present it to the City for adoption. For the NEPA effort, they will consult with Caltrans to complete the Preliminary Environmental Study (PES), perform technical studies and prepare the Categorical Exclusion (CE) of Caltrans approval.

Services Provided:

- CEQA and NEPA Compliance and Documentation • Dune Restoration

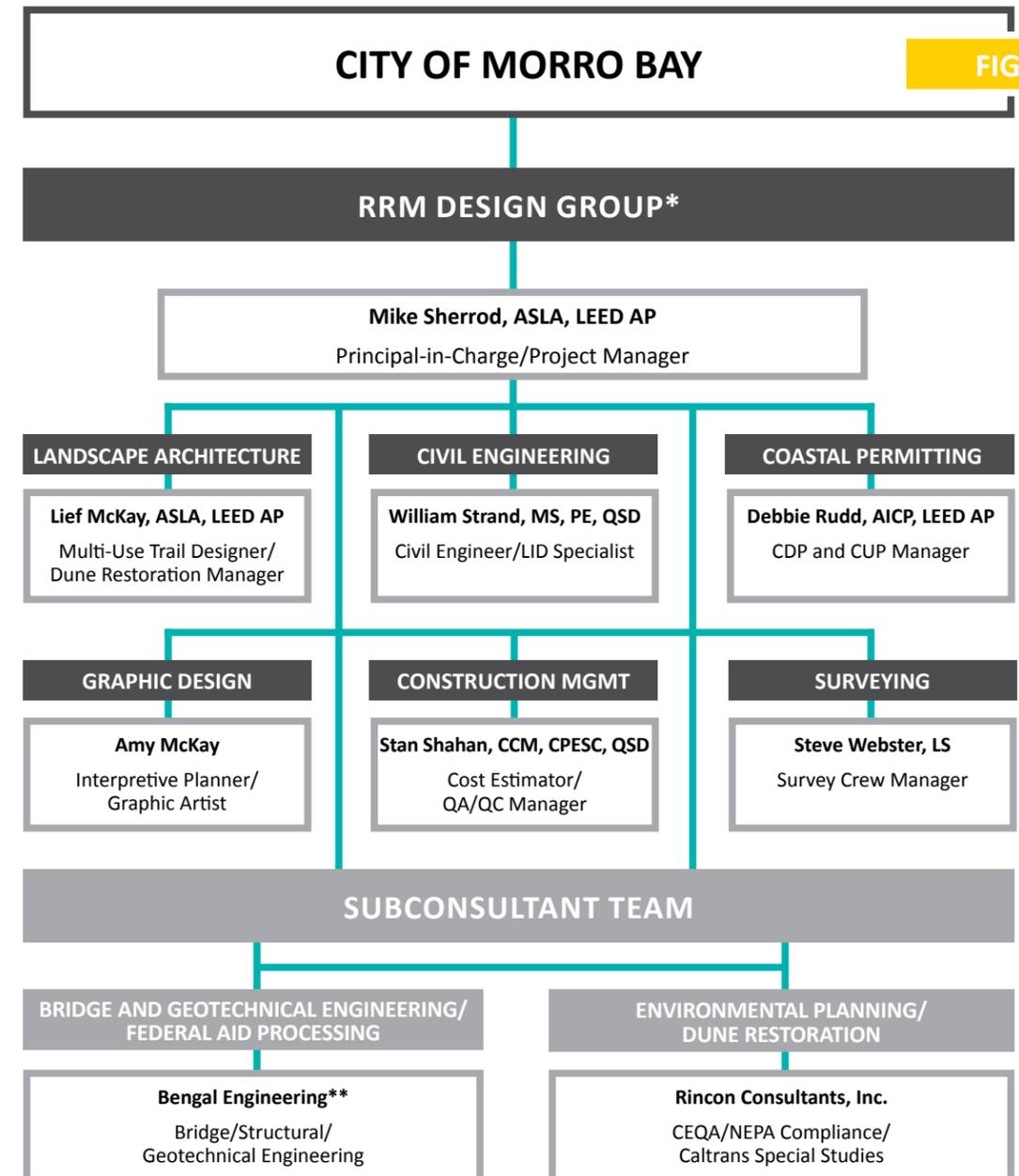
*RRM Design Group is a California state-certified DBE (small business enterprise).

**Bengal Engineering, Inc. is a Caltrans-certified DBE (small minority business enterprise).

We're Organized for Success

Here's your team ...

FIGURE 2



Unparalleled Qualifications and

Eight benefits to bringing RRM's team on board.

1 Multi-Use Trail Design Specialists ...

With experience gained from our almost **four decades** of successful multi-use trail development, **RRM Design Group** has emerged as California's leading multidisciplinary firm focusing specifically on **multi-use bike and pedestrian trails**, taking them from concept through construction. RRM has successfully planned, designed, engineered and implemented more than **100 multi-use trails** throughout the state, with several in San Luis Obispo County, including Morro Bay's Harborwalk and The Cloisters' trails. RRM has the staff, technical expertise and local knowledge to deliver this missing critical piece of the California Coastal Trail system to our community. In fact, we're so passionate about multi-use trail development, we host a resource-based website (www.biketraildesign.com) stocked full of useful trail development information.

2 Bridge Engineering Talent ...

RRM's bridge engineering teammate, **Bengal Engineering**, has been delivering creative bridge design solutions throughout the Central Coast for nearly 20 years, with **extensive experience** in **San Luis Obispo** and Santa Barbara counties. Their complete suite of bridge engineering skills—structural, civil, geotechnical and hydrologic—is why RRM has collaborated with Bengal for over 10 years on our multi-use trail projects ... and, it's why, for the Harborwalk Extension component of the City's low-impact development (LID) boatyard and repair facility, we brought Bengal on-board to analyze bridge design alternatives relative to the floodway and flood plain. From that analysis, it's clear the Morro Creek Multi-Use Trail's bridge options can be constructed **without affecting the floodway and flood plain**. This finding minimizes permitting, ensuring we keep your project on track with the grant.

3 CEQA and NEPA Expertise ...

RRM's environmental teammate, **Rincon Consultants**, has been leading the environmental planning front in California for over 20 years, and for those 20 years, Rincon has been RRM's "go-to" environmental planning firm. With specific and focused **knowledge of the North Coast's natural resources** and environmental issues, their rapport with resource agency staff and thorough understanding of trail design and engineering, Rincon knows how to identify self-mitigating design strategies that **streamline the CEQA and NEPA approval** processes. Further, Rincon brings specific knowledge gained from having prepared the Mitigated Negative Declaration for the City's LID boatyard and repair facility which included the Morro Creek Multi-Use Trail and Bridge as part of their analysis. This fact puts Rincon ahead of the game, allowing them pick up where they left off and obtain the NEPA Categorical Exclusion by **October 8, 2013**.

4 Coastal Development Permitting Prowess ...

RRM has a perfect track record of success with the **California Coastal Commission**. Our **track record of 25-0** before the Coastal Commission for a diversity of projects including coastal trails, parks, development projects, restoration and land conservation transactions is the result of our time-tested proactive collaborative approach with Coastal Commission staff. Since 1974, coastal cities and towns from Eureka to San Diego have sought to leverage our coastal zone expertise, and in **SLO County** those successes include the **Harborwalk, The Cloisters, Cambria Elementary School, Port San Luis Master Plan, Avila Beach Front Street Enhancement and Pismo Beach's three pier projects**. Throughout RRM's involvement with the development of this project's concept, we've reached out to Coastal Commission staff, have a keen understanding of their concerns and we come prepared with solutions ready to win this project's approval.

Intimate Project Knowledge

5 Intimate Site, Project and Process Knowledge ...

We know this project inside and out. It represents years of intensive study, research, analysis and thought on RRM's part. This project came to life during a conversation between RRM **Project Manager** Mike Sherrod and **SLOCOG's** Ron De Carli at the **Harborwalk's ribbon-cutting** ceremony. Ever since that day, **RRM** has helped move this **project forward**. This long collaboration with the City, SLOCOG, community members and stakeholders means we have an intimate knowledge of the nuances and challenges inherent to this project which no other team can match. Additionally, RRM's project manager and key staff, with **Bengal** (bridge engineering) and **Rincon** (the environmental firm that **developed the current Morro Creek Multi-Use Trail and Bridge Project concept**), remain committed to seeing this project through to completion. Our unparalleled understanding and staff continuity enables us to jump right into the design process with no time wasted "getting up to speed." This efficiency equates to **added value** for the City.

6 Federal Aid Proficiency ...

With a focus on multi-use trail, alternative transportation, bridge engineering and environmental clearance projects, RRM's team has over **75 years** of collective experience working with **Caltrans District 5** on **Federal Aid** projects from Santa Barbara to Santa Cruz. In fact, RRM, along with its teammates Bengal and Rincon, are currently in the wrap-up phases of two **Federal Aid** multi-use trail and bridge **projects in Santa Cruz County**. This means our team's unequaled understanding of Federal Aid project requirements and Caltrans Local Assistance Program elements will ensure your project will move forward and **beat the grant deadline**.

7 Low-Impact Development Leaders ...

RRM is a recognized leader in **low-impact development (LID)** and water quality improvement strategies. With **multiple LEED Certified projects** in the ground throughout the state, and 16 LEED Accredited Professionals on staff, including our landscape architects, engineers, architects and planners, we have a long resume of LID projects, including Morro Bay's LID boatyard and the development of **SLO County's LID standards**. Leveraging our strong command of LID practices, we will explore the most sustainable ways to engineer your project. Strategies such as **bioswales, permeable surfaces**, minimization of impervious surfaces, and utilization of recycled and rapidly renewable material, will be considered and applied holistically throughout our design process.

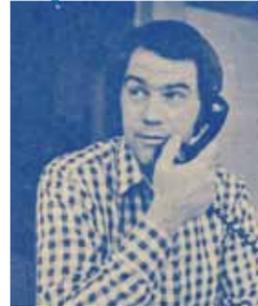
8 Interpretive Design Passion ...

With a **local vested interest** and multi-layered levels of intimacy with the Morro Bay Harborwalk and the City of Morro Bay itself comes a passionate approach to your **interpretive design needs**. As integral pieces of larger projects, as well as stand-alone efforts, RRM has created **interpretive exhibits** for sites throughout SLO County, including **The Cloisters'** dune restoration area, **Port San Luis Harbor** and the **Morro Bay National Estuary Program**—all projects that we enjoy with our own families and friends on a regular basis. We understand the value of interpretive stations as community outreach and education and we understand the importance of communicating the intrinsic qualities of Morro Bay's natural beauty. Working within the **Scenic Byway Corridor Plan's branding** specifications, RRM will provide aesthetically pleasing educational discoveries that accommodate all visitors and encourage the protection and promotion of the area's natural resources.

A Successful Approach Requires a Solid Understanding

And no firm understands your project like RRM ... We wrote the book.

Chapter 1: The Waterfront Master Plan



It all started in 1978. At the time, T. Keith Gurnee (now Principal Emeritus with RRM) was serving as Morro Bay's Community Development Director charged with developing a Master Plan for Morro Bay's waterfront that would serve as the foundation of its LCP. Working with the fledgling California Coastal Conservancy, Keith prepared a Comprehensive Waterfront Master Plan stretching from Morro Bay State Park to the northern city limits near the Chevron property.

That plan envisioned many of the improvements that have since occurred along its waterfront including Tidelands Park, the street-end platforms along the Embarcadero, Coleman Park and the Morro Bay Harborwalk. That plan also envisioned a road and bike/pedestrian bridge over Morro Creek to connect the Embarcadero to the western segment of Highway 41. While there had been some opposition to this connection out of concern that it might create a major road through The Cloisters project to the neighborhoods to the north, The Cloisters was eventually developed without a connection to Highway 41, thereby removing that concern. Today, that connection across Morro Creek as envisioned by the 1978 Comprehensive Waterfront Master Plan makes as much sense as it did over 30 years ago.

BENEFIT TO YOU: Given RRM's foundational understanding of what led to today's Morro Creek Multi-Use Trail and Bridge Project, you can be sure RRM will give your project our full attention to ensure Morro Bay finally realizes its vision for the waterfront.

Chapter 2: Harborwalk Implementation

Fast forward to 2005. RRM worked with the Harbor Advisory Board, Recreation and Parks Commission and Coastal Commission to gain consensus for this transformative project. Today, the Harborwalk is a signature feature along the waterfront, but the path to get to this point was long and twisting. In fact, at one point, the project was in jeopardy of dying when Coastal Commission staff recommended denial of the Coastal Development Permit (CDP), but RRM stepped in and took charge of the CDP process and worked with Coastal Commission staff to find a cost-effective balance between coastal access improvements and resources protection. The key was the integration of the Coastal Dune Scrub Restoration and Enhancement Plan as a part of the Harborwalk which paved the way to the project's approval.



4th of July bike ride

BENEFIT TO YOU: With the Harborwalk's success, you can rest assured that RRM will again successfully design, engineer and process this project through the City and Coastal Commission.

Chapter 3: Northern Waterfront Implementation Plan

August 2007. As the Harborwalk was moving into the construction phase, the Harbor Department and Recreation and Parks Department Directors approached RRM to help develop a joint land use and programming plan for the newly opened waterfront space at Coleman Park and along the dirt Embarcadero to Morro Creek. This study was dubbed the "Northern Waterfront Implementation Plan," and included several meetings with the Harbor Advisory Board and Recreation and Parks Commission as we explored alternative configurations of harbor and recreational facilities. Ultimately,



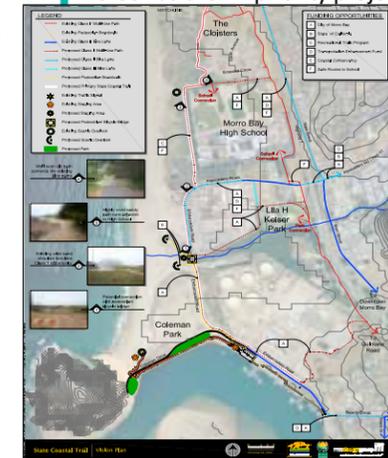
Option C: This project's precursor

three options shook out of the planning process, with the advisory bodies and City Council selecting Option C, which would go on to become the scaffolding around which the Morro Creek Multi-Use Trail and Bridge Project would develop.

BENEFIT TO YOU: Given RRM's demonstrated ability to collaboratively work with Morro Bay's advisory bodies, stakeholders and decision makers to move waterfront projects forward, we will navigate this project to completion with full support.

Chapter 4: Coastal Trail Vision Master Plan

July 2008. On the heels of the Harborwalk's ribbon-cutting ceremony and its official designation as part of the California Coastal Trail system, RRM and SLOCOG immediately began discussing how to extend the Coastal Trail north and south of the Harborwalk. We recognized the need to examine Morro Bay's existing trail systems, find the gaps and map potential solutions. At that point, RRM stepped in and provided pro bono services to SLOCOG to develop the Coastal Trail Vision Master Plan which identified the Coast Trail route and loop networks between Beach Street and the city's northern limits at the connection point with the planned Morro Bay-to-Cayucos connector. The analysis identified the extension of the Harborwalk and bridge over Morro Creek as the most significant gap in the system, and also served as background analysis for creation of the City's Bicycle and Pedestrian Master Plan, which listed the bridge over Morro Creek as the #1 priority project.



Plan that identified Morro Creek gap

BENEFIT TO YOU: RRM completely understands this project's local significance to connect north and south Morro Bay, its regional value as part of the Byway Bay Trail, and its statewide importance to the California Coastal Trail system.

1978

2005

2007

2008

See next page ...

Chapter 5: Low-Impact Development (LID) Boatyard Facility

In January 2009, everything came together. The Harbor Department engaged RRM to design their LID boatyard and repair facility consistent with the Northern Waterfront Implementation Plan's approved Option C. This is when key elements from the Harborwalk, Northern Waterfront Implementation Plan and Coastal Trail Vision Master Plan began to coalesce into the Harborwalk Extension Project. While the primary driver for this effort was the boatyard, two interesting twists of fate occurred to elevate the multi-use trail and bridge component's importance.

First, from our initial discussions with Coastal Commission staff, they understood the need for the boatyard, but were concerned about habitat and resource impacts associated with its development. Working with Harbor and Coastal Commission, we proposed extending the Harborwalk to the "pit" parking lot, incorporating interpretive stations, and then bridging over Morro Creek as a package of new public beach access improvements tied to the boatyard project.

Then, in response to a boatyard grant opportunity which required CEQA compliance, we brought Rincon Consultants on board to perform an environmental analysis, resulting in the completion of a Public Draft Mitigated Negative Declaration (MND). At the close of the public comment period, Coastal

Commission staff sent a letter supportive of the Harborwalk Extension, but not the boatyard. With the LID boatyard and repair facility essentially stopped, all focus shifted to the Harborwalk Extension—now known as the Morro Creek Multi-Use Trail and Bridge Project.

BENEFIT TO YOU: Since RRM originally developed the Morro Creek Multi-Use Trail and Bridge Project, only RRM can leverage its institutional memory to efficiently complete the project. And, only Rincon can leverage their current MND to resourcefully complete the CEQA component. RRM's team is simply a better value.



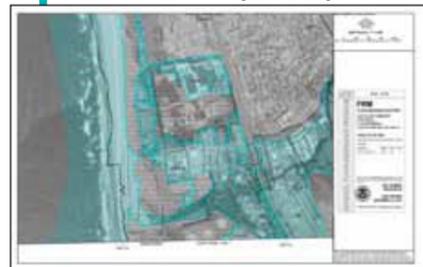
The plan that brought the Harborwalk Extension to life

Chapter 6: Harborwalk Extension Bridge

January 2010. With attention now focused on extending the Harborwalk over Morro Creek, how to get over the creek became the biggest question. The primary challenge was to design a structure that could clear the creek without placing any of the bridge's structure in the creek channel. This clear-span goal was critical to avoiding creek channel habitat impacts, floodway impingements and a drawn-out permitting process.

Fortunately, we were able to bring Bengal Engineering's bridge specialists on board to find a way over. Through their initial analysis of the concept plan, site and FEMA FIRM map, which marks the base flood elevation at the project site as 14 feet, Bengal was able to answer the fundamental question: Yes, the creek could be clear-spanned. In fact, the bridge can be constructed without affecting either the floodway or flood plain, thereby avoiding the impact that concerned the project team in the beginning.

BENEFIT TO YOU: Only Bengal can pick up where they left off with the bridge design and innovatively clear-span Morro Creek.



FEMA FIRM map at Morro Creek

Chapter 7: Morro Creek Multi-Use Trail and Bridge Project Grant Support

May 2011. SLOCOG and City staff approached RRM to assist with an application for a National Scenic Byway Grant to fund the PAED/PSE for the Morro Creek Multi-Use Trail and Bridge Project. After so many years of involvement with this project, we were more than happy to support their effort. For RRM's part, we prepared a preliminary concept design plan showcasing the bike trail, boardwalk, bridge, LID parking lot and interpretive overlooks. Our teammate, Rincon worked with City staff to develop the environmental scope for the application.

The effort really paid off, and on August 8, 2012 we all attended the Grant Award Ceremony and listened as Lois Capps and many others spoke about this amazing project and the benefits it will bring to Morro Bay. It was a beautiful day on the Harborwalk with the gorgeous bay in the background and clear blue skies above. It really was a fitting backdrop for kicking off a new chapter in the Harborwalk story.



the day we all waited for—the grant award ceremony

BENEFIT TO YOU: Having developed the project scope for the grant, RRM will ensure the grant's requirements are met. Our team has decades of experience working on Federal Aid projects.

Chapter 8: Morro Creek Multi-Use Trail and Bridge Project

The outline for Chapter 8 of our story is presented on the following page. The format serves to illustrate the thoughtful integration of our project approach, strategy and scope of services process. This approach will ensure cost-effective delivery of the bid-ready package no later than April 2014 to meet the grant requirements.

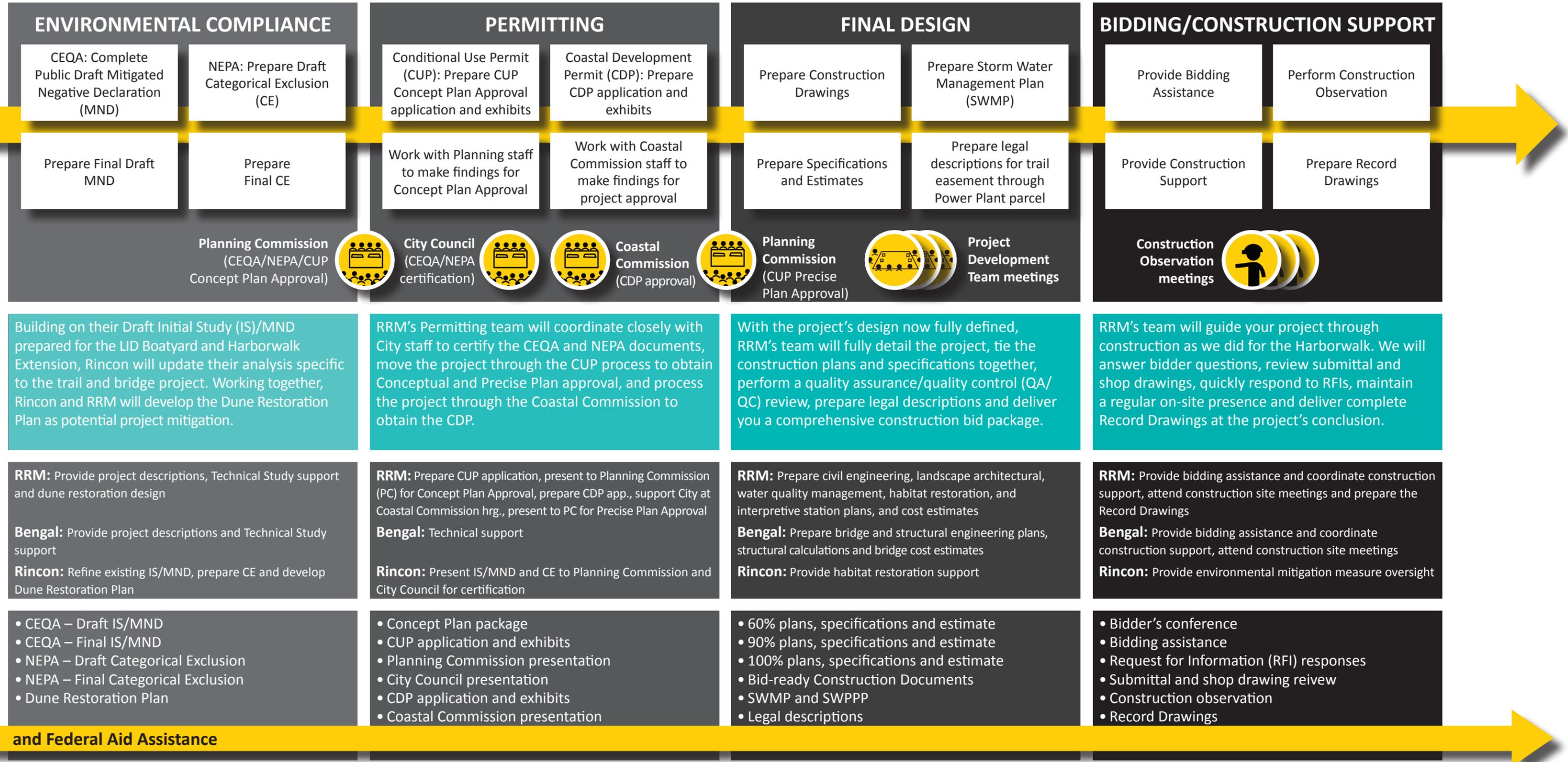
Please flip the page to review our project delivery approach.

Our Outline for Chapter 8

We bring it all together here to deliver your project to Morro Bay's residents

	PRE-DESIGN	PRELIMINARY DESIGN (30%)
PROCESS	<p>Conduct Topographic Survey</p> <p>NEPA: Perform Technical Studies as directed by Caltrans</p> <p>Conduct Geotechnical Investigations</p> <p>Initiate Coastal Commission staff consultation process</p> <p>Project kickoff meeting </p> <p>North Coast Scenic Byway Advisory meeting </p>	<p>Refine trail alignment and identify low-impact development (LID) strategies</p> <p>Finalize trail layout and LID strategies</p> <p>Explore bridge alternatives and prepare Interpretive Plan</p> <p>Develop selected bridge and trail layout alternative</p> <p>Public Workshop #1/ PWAB meeting (alternatives review) </p> <p>Public Workshop #2 (final Concept Plan review) </p>
APPROACH	<p>Leveraging our project database from our previous and current Harborwalk and Harborwalk Extension efforts, RRM's team will quickly complete Pre-Design activities. Rincon will prepare Technical Studies to requested by Caltrans. Also, Coastal staff consultations will be initiated to resolve impact issues early.</p>	<p>Picking up where we left off on the Harborwalk Extension plan concept, RRM's team will quickly identify trail, bridge and interpretive options for discussion with the community members and Public Works Advisory Board (PWAB). Then we will refine the preferred option for CEQA/NEPA analysis and CUP application.</p>
STRATEGY	<p>RRM: Conduct topographic survey, review Coastal correspondence, conduct kickoff meeting and Coastal staff consultations</p> <p>Bengal: Conduct geotechnical field work and prepare geotechnical reports</p> <p>Rincon: Complete Technical Studies and assist with Coastal staff consultations</p>	<p>RRM: Develop trail alignment, parking configuration, LID strategies, interpretive stations, cost estimates and facilitate public workshops and PWAB meetings</p> <p>Bengal: Develop bridge alternatives, perform design analysis and consult with PWAB</p> <p>Rincon: Identify potential habitat impacts and mitigating design refinements</p>
DELIVERABLES	<ul style="list-style-type: none"> • Topographic map file in AutoCAD format • Geotechnical engineering report • Project data file • Coastal staff consultation results memo • Kickoff meeting notes • Caltrans Technical Studies 	<ul style="list-style-type: none"> • Trail, parking lot and bridge alternatives • LID strategy plan • Interpretive station graphic design plan • Final trail, parking and bridge plans • Cost estimates • Workshop/PWAB meeting notes
Ongoing Project Management		

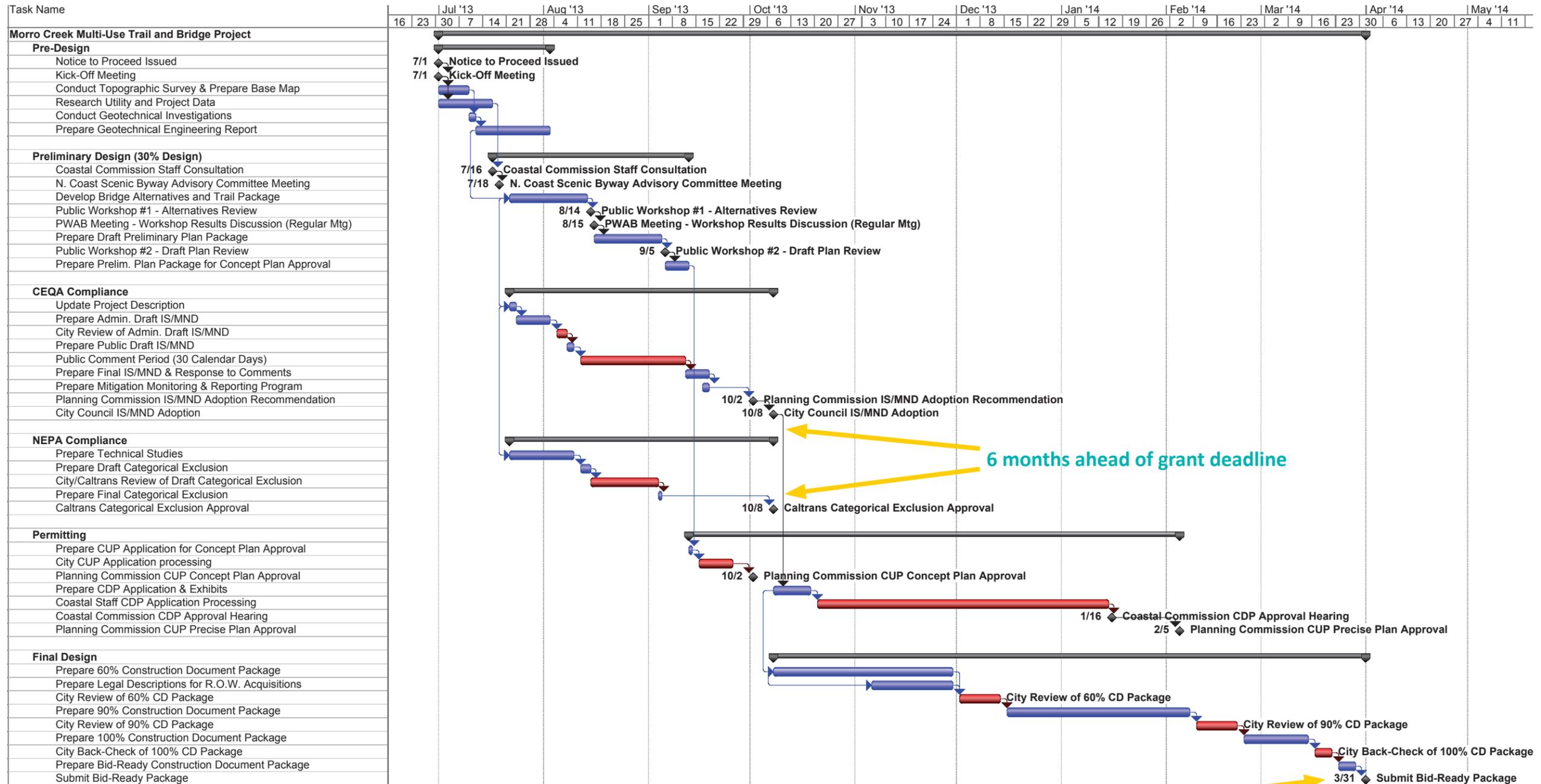
and coastal trail visitors.



and Federal Aid Assistance

Efficient Project Schedule

Designed to get your project out to bid on time.



6 months ahead of grant deadline

With this early finish, contractor will be on board by early Summer 2014

Balanced Staffing Plan

The right people on the right task for you.

Estimated Staff Hours per Phase		Pre-Design	Preliminary Design	Environmental Compliance	Permitting	Final Design	Bidding & Construction Support
RRM DESIGN GROUP	Mike Sherrod, ASLA, LEED AP Principal-in-Charge/Project Manager	8	24	8	32	40	40
	Bill Strand, MS, PE, QSD Civil Engineer/LID Specialist	16	48			120	40
	Lief McKay, ASLA, LEED AP Multi-Use Trail Designer/Restoration Manager		32			80	
	Steve Webster, LS Survey Crew Manager	40				16	
	Stan Shahan, CCM, CPESC, QSD Cost Estimator/QA/QC Mngr.		16			32	
	Amy McKay Interpretive Planner/Graphic Artist		24			40	
	Debbie Rudd, AICP, LEED AP CDP and CUP Manager	16			80		
	Support Staff Drafting, Documentation & Production	8	40	16	40	240	80
	BENGAL						
Md. Wahiduzzaman, PE, MBA Principal Bridge Engineer	8	40			120	80	
A. Syed Israil, Ph.D., P.E. Senior Structural/Bridge Engineer		20			80	40	
Ed Pongracz-Bartha, CEG, PG Project Geologist	20	60			80	20	
Scott Onishuk, PA QA/QC Engineer		8			20		
Support Staff Structure Drafting					120		
RINCON							
Richard Daulton, MURP Principal Environmental Planner	2		10	4			
Colby Boggs, MS Principal Biologist	8		8	4			
Karen Holmes CEQA/NEPA Project Manager	12		30	20			
Shauna Callery, MCRP, MS CEQA/NEPA Support	20		200	24			
Robert S. Ramirez, MA, RPA Archeologist	60		30				
Mitchel R. Stone Architectural Historian	30		20				

Our Project Experience

We've learned a lot over the decades.

The matrix on the righthand page shows an in-depth listing of our team's experience. On the following pages, we've highlighted some of our relevant project experience in trail, environmental and bridge experience, including multiple Federal Aid projects. Please take a moment to review these projects and get a better feel for the value RRM's team will bring to your project.



from vision ...



... to reality



RRM's SLO County multi-use bicycle and pedestrian trail experience

How our experience relates to your project ...

Our team's relevant project experience ...

	Federal Aid Projects	Multi-Use Trail Design	Bridge Engineering	CEQA/NEPA Compliance	Multiple Agency Coordination	Coastal Commission Coordination	Public Involvement & Outreach	Interpretive Station Design	Cost and Budget Analysis
RRM Design Group	Bob Jones City-to-Sea Bike Trail Alignment Study								
	Conejo Creek Park Bike Path								
	Edna-Islay Bicycle Trail System								
	Morro Dunes Trails at The Cloisters								
	Omar Rains Bike Path at San Buenaventura State Beach								
	Piru-Camulos Rail and Recreational Trail								
	San Luis Obispo Railroad Trail Phase I								
	San Luis Obispo Railroad Trail Phase III								
	Santa Maria River Levee Trail								
	Santa Paula Branch Line Recreation Trail								
	Surfer's Point Coastal Trail								
	UCSB Broida Hall Bike Path								
	UCSB Pardall/Davidson Bike Path								
	Belmont Bikeway and Pedestrian Bridge								
	Broadway-Brommer Bicycle/Pedestrian Pathway								
	Hetch Hetchy Recreational Trail								
	Lewis Eaton Trail Enhancements								
	Mid Valley Bike Path Study								
	Monterey Bay Sanctuary Scenic Trail Master Plan								
	Moorpark Rail Trail Study								
Morro Bay Harborwalk									
Port of Long Beach Recreational Trail									
Potrero Canyon Coastal Access and Interpretive Trail									
Prince Memorial Greenway									
Reedley Rail Trail									
San Luis Rey River Trail									
Santa Ana River Bike Trail									
Santa Clarita Regional Commuter Trail									
Santa Fe Trail									
Santa Monica Bike Path									
Santa Paula Branch Line Recreation Trail									
Tuolumne River Recreational Trail									
Venice Beach Bike Path									
Whittier Greenway Trail									
Wilmington Parkway									
Bengal Engineering	Ortega Street Pedestrian Overcrossing								
	Broadway Pedestrian Overcrossing								
	Two Pedestrian Bridges: Via Real and Lassen Bikeway								
	Oak Park Pedestrian Bridge								
	Temporary Retrofit of 8th St. Pedestrian Bridge								
	Ortega Street Bridge (Replacement)								
	San Jose Creek Bikepath								
	Conejo Creek Park Bike Path								
	Haley-De La Vina Street Bridge Replacement								
	Emergency Repair of Pueblo Street Bridge over Mission Creek								
Rincon Consultants	Cabrillo Blvd Bridge Replacement								
	Alisal Bridge Seismic Retrofit Project								
	Rodriguez Road at Arroyo Grande Creek Grade Stabilization Project								
	Five Bridges Painting Project								
	Cypress Mountain Drive at Klau Creek Bridge Replacement Project								
	Haley Street Bridge Replacement Project								
	Green Valley Road at Casserly Creek Tributary #1 Bridge Replacement Project								
	Rio Rancho Avenue at Newell Creek Bridge Replacement Project								
	Santa Rosa Creek Road 7.0 Emergency Culvert Project								
	Arroyo Grande Creek Levee Maintenance Project								
Huasna Road Guardrail Replacement Project Biological Assessment									
Union Valley Parkway Extension/Interchange Project									
Highway 101/N. Front St./Moranda Rd. NES and PEAR									

*Projects in bold are located in San Luis Obispo County.



surry on the Harborwalk



cruising down to the rock



kayakers putting in at Mother's Beach

Morro Bay Harborwalk

Morro Bay, CA

The City of Morro Bay retained RRM Design Group to prepare a Master Plan, construction plans, specifications and detailed engineering cost estimates for the construction of pedestrian and bicycle facilities along Morro Bay's waterfront, with related roadway relocations from Beach Street to Morro Rock. The boardwalk and bike trail connect Morro Bay's popular Embarcadero area to the heavily visited Morro Rock and Morro Strand State Beach, separating cyclists and pedestrians from automobile conflicts.

Awards:

- Project Award, California Trails and Greenways Conference, 2007

Reference:

Andrea Lueker, City Manager
City of Morro Bay
(805) 772-6206 | alueker@morro-bay.ca.us

Relevance to *Your* Project:

- Federal Aid project
- Multi-use trail design
- CEQA/NEPA compliance
- Multiple agency coordination
- Coastal Commission coordination
- Public involvement and outreach
- Interpretive station design
- Cost and budget analysis
- Dune restoration



vistors to Morro Bay



CASE STUDY

100-year-old rail bridge repurposed as a multi-use trail

Santa Clarita Regional

Santa Clarita, CA

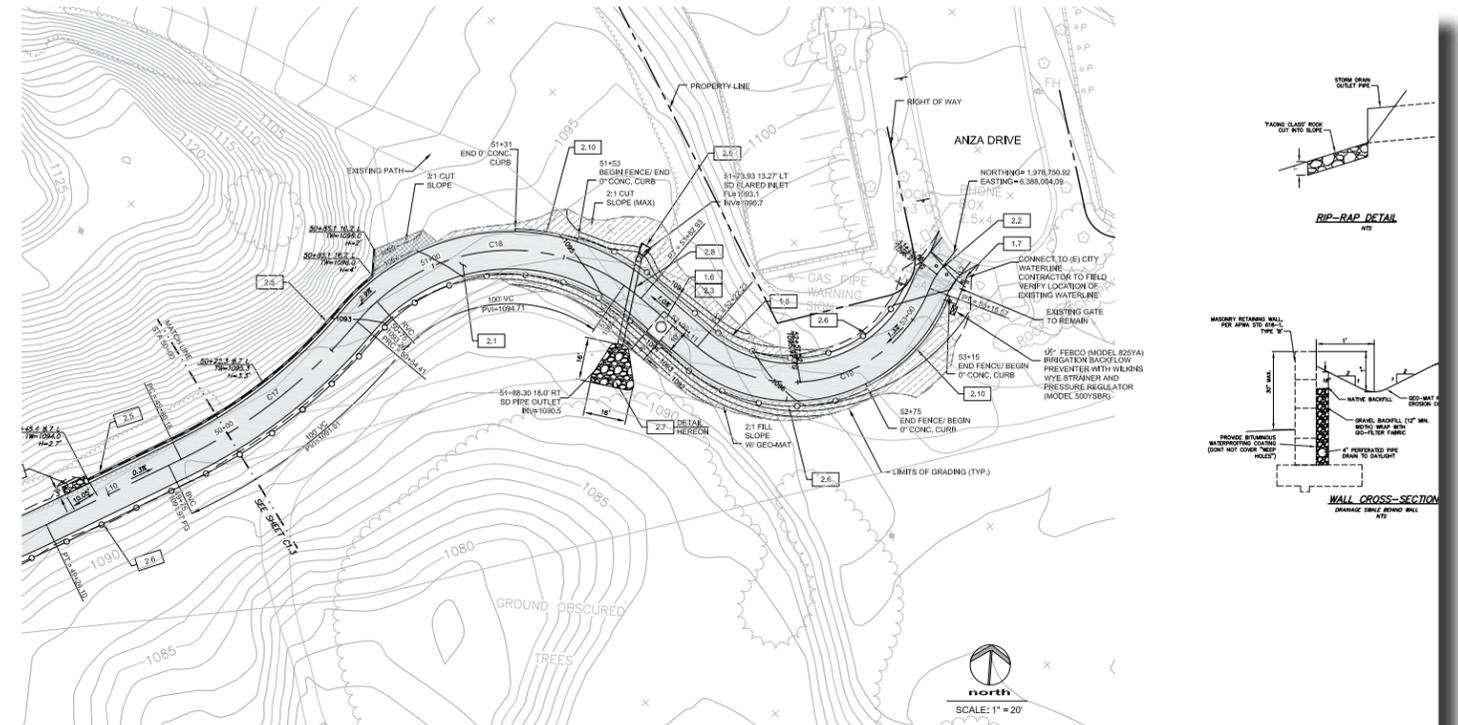
The City of Santa Clarita, in an effort to provide alternative transportation opportunities and expanded recreational amenities for the community, hired RRM Design Group to prepare Class I/Multi-Use Trail Alignment Plans, bridge engineering plans, environmental documents and construction documents for the conversion of the abandoned Union Pacific railroad corridor and 100-year-old train trestle bridge over the Santa Clara River into a regional commuter trail. The bicycle and pedestrian trail connects to the City's rich regional multi-use trail network and provides new non-motorized transportation infrastructure to connect residents to one of the City's largest employment centers, reducing vehicle miles traveled and promoting healthier lifestyle options. RRM provided Federal Aid assistance, project management, multi-use trail planning and design, civil engineering, landscape architecture, survey and construction administration.

Reference:

Tom Riley, Park Development Administrator | City of Santa Clarita | (661) 255-4394 | treilly@santa-clarita.com

RRM's bridge and structural engineering subconsultant **Bengal Engineering** took the lead in developing solutions to reuse and retrofit the bridge while maintaining the structure's historical integrity. Bengal provided structural, geotechnical and hydrological engineering, and construction administration services.

Environmental planning team **Rincon Consultants** worked closely with Caltrans to prepare the Preliminary Environmental Study and prepared all requisite Technical Studies. Rincon then prepared an Initial Study to comply with CEQA requirements which led to the development and approval of a Mitigated Negative Declaration, and ultimately prepared a Categorical Exclusion to comply with NEPA requirements. Rincon also worked with our engineering team to find solutions that maintained all construction activity above the river's top-of-bank to avoid a lengthy permitting process.



multi-use trail technical drawing

Commuter Trail

Relevance to *Your* Project:

- Federal Aid project
- Multi-use trail design
- Bridge engineering
- CEQA/NEPA compliance
- Multiple agency coordination
- Public involvement and outreach
- Interpretive station design
- Cost and budget analysis



trail along the Santa Clara River



CASE STUDY

greenway promotes new healthy living opportunities



greenway is home to new public art sculptures



bioswale to capture path runoff

Whittier Greenway Trail

Whittier, CA

The City of Whittier selected RRM Design Group, in association with Kimley-Horn Associates, to prepare the Master Plan and engineering documents for the 5.8 mile Whittier Greenway. The Plan connects the Greenway (following the alignment of the old Union Pacific right of way) with existing and planned trails, schools, residential areas, and shops, creating an exemplary alternative transportation pathway for the City. The project includes design of both paved and non-paved trails, signs, lighting, staging areas, and rest stops; refurbishment of historic railroad bridges; revitalization of vacant City owned parcels; and landscape enhancement in a linear park style.

Awards:

- *Award of Excellence, California Park and Recreation Society (CPRS), 2010*
- *Helen Putnam Award, League of California Cities, 2010*
- *Merit Award, California Trails and Greenways Conference, 2010*
- *Quality of Life Merit Award, American Society of Landscape Architects (ASLA), Southern California, 2010*
- *Rail-Trail Design Recognition Award, Honorable Mention: Creative Design, TrailLink, 2005*

Reference:

Nancy Mendez, Assistant City Manager
City of Whittier
(562) 464-3301 | nmendez@whittierch.org

Relevance to *Your* Project:

- **Federal Aid project**
- Multi-use trail design
- CEQA/NEPA compliance
- Multiple agency coordination
- Public involvement and outreach
- Interpretive station design
- Cost and budget analysis



families enjoying the greenway

**Featured Project:
Prince Memorial Greenway (a Federal Aid project)**

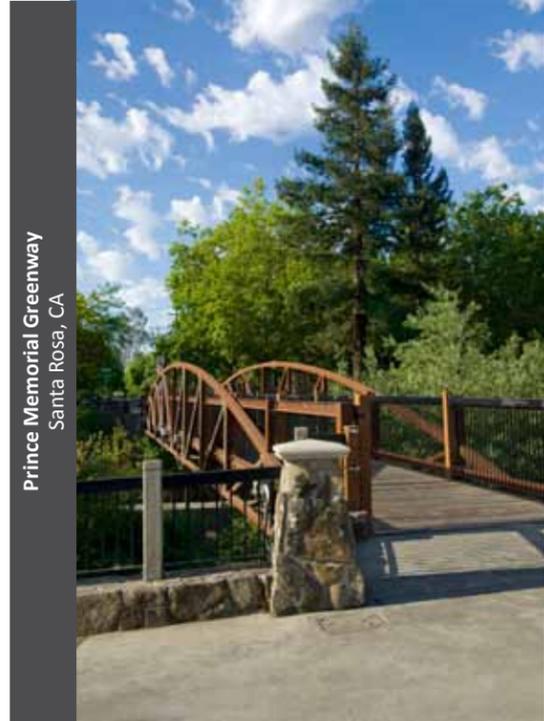
RRM served as lead urban designer in preparing an urban design and creek restoration plan for a significant section of the Santa Rosa Creek that connects its historic railroad district with its present downtown. The project creates a parkway with multiple urban design elements, such as paths and plazas, along a once-neglected urban stream. Project components included public workshops, pedestrian-oriented design, multimodal bike and pedestrian path, park and plaza design and commercial and residential frontage onto the creek.

Awards:

- Project Honor Award, The Waterfront Center, 2008
- Park Planning Award of Excellence, CA Parks & Recreation Society (CPRS), 2008
- Helen Putnam Award for Excellence, Public Works, Infrastructure, Transportation, League of California Cities, 2004
- Planning Project Award, APA, CA Chapter, Northern Section, 2001
- Facility Design & Park Planning, Special Purpose Award, CPRS, 2001

Reference:

Marc Richardson, City of Santa Rosa, (707) 543-3270 | mrichardson@srcity.org



RRM's Multi-Use Trail Design Experience

A small sampling of RRM Design Group's trail design prowess ...

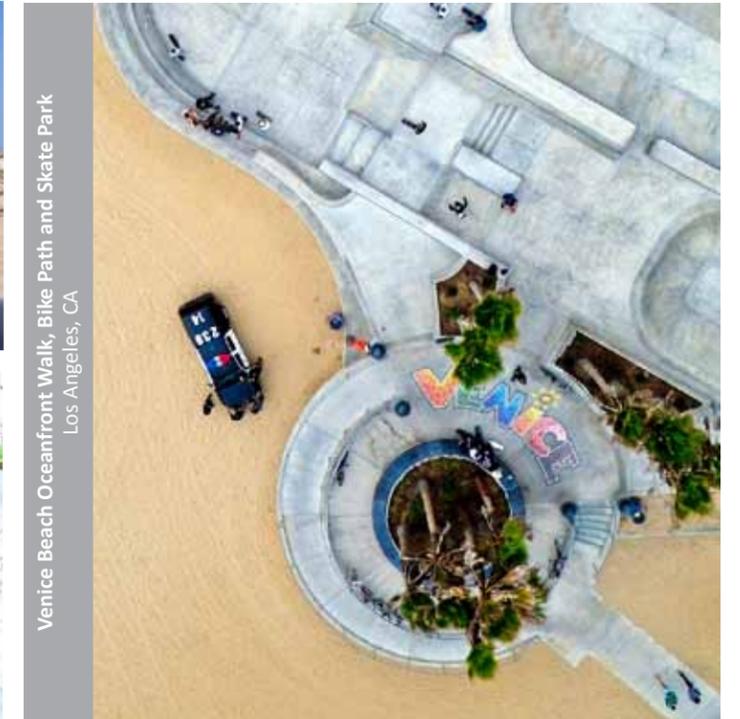




**Featured Project:
Port San Luis Master Plan Update**

With a series of Coastal Conservancy grants, RRM Design Group assisted the Port of San Luis and the community of Avila Beach in preparing the Port Master Plan for the Port San Luis Harbor District. RRM provided a facilities needs assessment, a focused user survey, public workshops, a coastal access and implementation plan as a new policy chapter inserted into the Local Coastal Plan, and schematic design with an evaluation of existing resources and services on Harford Pier. RRM also devised the Pier and Landing Area Plan, satisfying State and County mandates that require the Harbor District to evaluate its resources and demonstrate adequate services and parking availability for high-priority coastal dependent uses. The Plan was approved by the Coastal Commission in November 2006.

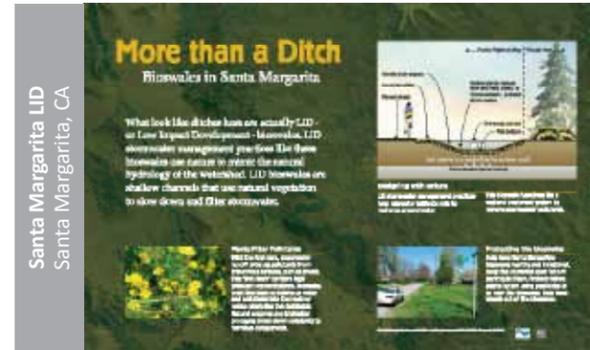
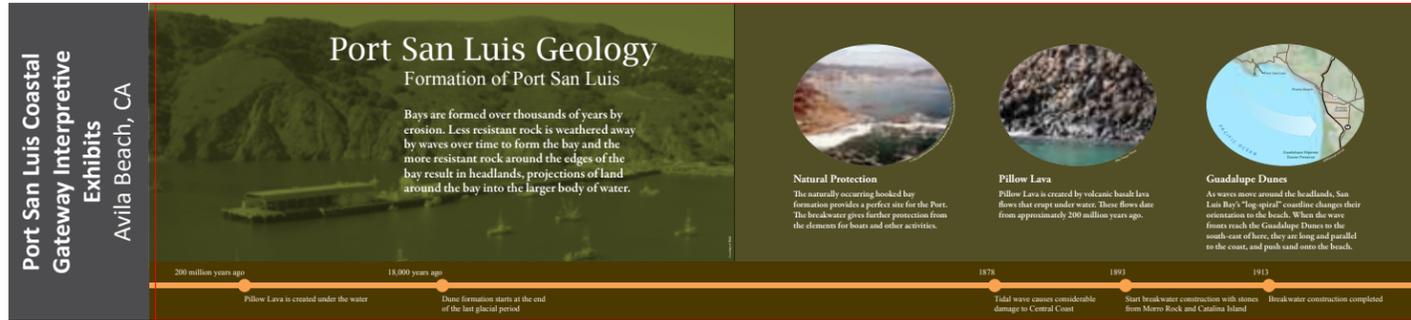
Reference:
Stephen McGrath, Port San Luis Harbor District
(805) 595-5400 x 14 | stevem@portsanluis.com



RRM's Coastal Commission Experience

RRM has 4 decades of success working with the Coastal Commission.





Featured Project:
Port San Luis Coastal Gateway Interpretive Exhibits

RRM researched and designed a comprehensive interpretive program for Port San Luis on the theme of “A Gateway Through Time.” A series of 8 exhibits located on the Harford Pier and throughout the Port include the topics of Chumash history, the California coastal trail, marine life, Port San Luis light station, first settlers, commerce, fishing and boating, and geology. A vicinity map and a directory of commercial businesses was also developed and installed in a new public plaza. The design and installation of the exhibits were funded by a California Coastal Conservancy grant.

Reference:
 Stephen McGrath, Port San Luis Harbor District, (805) 595-5400 x 14, stevem@portsanluis.com



RRM's Interpretive Exhibit Experience

Take a look at some of RRM's striking interpretive exhibits ...



Featured Project:
Surfer's Point Managed Shoreline Retreat (a Federal Aid project)

The Surfer's Point Managed Retreat project represents the first project of its kind to be approved by the California Coastal Commission. RRM was hired by the City of Ventura to conceive, design and engineer this precedent-setting coastal retreat project, with Rincon creating a habitat restoration plan. Severely damaged by El Nino storms, Surfer's Point improvements could not be replaced in the location where they once existed and several stakeholders comprised of state agencies, local municipalities and community groups could not agree on what should be replaced, or where these improvements would ultimately be reconstructed. The solution proposed challenged conventional thinking and required unprecedented cooperation. Striking a balance between restoration and public recreational needs (with due consideration to institutional realities, sustainability and the desires of the community), the project maintained access to coastal recreation while improving aesthetic and environmental characteristics via restoration of the back beach with native materials, contour grading, dune restoration, and stormwater pre-treatment. Now completed, Surfer's Point has provided a restored beach with dunes, a bike path along the shore, multi-functional parking lots that convert into festival event areas and functional access to the Ventura County Fairgrounds.

Awards:

- Outstanding Sustainability Project, American Society of Civil Engineers (ASCE), San Luis Obispo Branch, 2012
- Outstanding Bikeways & Trails Project Award, American Society of Civil Engineers (ASCE), Region 9, 2013

References:
 Rick Raives, City of Ventura, (805) 654-7870, rraives@ci.ventura.ca.us



RRM and Rincon's Dune Restoration Experience

Extensive experience right here on the Central Coast ...





Monterey Bay Sanctuary Scenic Trail Network Master Plan
Santa Cruz, CA

Featured Project:
Union Valley Parkway Extension/Interchange EIR/EA (a Federal Aid project)

Rincon prepared an EIR/EA to satisfy CEQA and NEPA requirements for the Union Valley Parkway Extension/Interchange project in Santa Maria. The City's purpose for the Union Valley Parkway extension/interchange is to provide a 4-lane major arterial for the movement of people and goods through the Santa Maria-Orcutt area. The project is expected to accommodate long-term traffic/circulation needs at an acceptable level of service within Santa Maria and Orcutt for all proposed intersections and roadways. Due to the use of federal funds for this project, the Federal Highway Administration is the lead agency under the National Environmental Policy Act, with Caltrans acting as its delegated agent and providing oversight for the National Environmental Policy Act process.

Throughout the environmental review process, Rincon acted as a facilitator to resolve the occasionally competing goals of the City of Santa Maria, County of Santa Barbara, Caltrans, FHWA and other reviewing agencies. The EIR/EA for the project was used to satisfy the environmental review requirements for each of these agencies. While Rincon remained under contract to the City of Santa Maria throughout the process, Rincon also represented to the County of Santa Barbara at hearings to dedicate right-of-way within County jurisdiction, and assisted Caltrans and FHWA with NEPA compliance, including preparation of a Natural Environment Study and a Biological Assessment. Key issues in the environmental review included biological resources, in particular California tiger salamander and California red-legged frogs, as well as noise, traffic and circulation, aesthetics, and air quality.

Reference:

David Whitehead, Director, City of Santa Maria Public Works Department, (805) 925-0951 x471 | dwhitehead@ci.santa-maria.ca.us

Rincon's Environmental Expertise

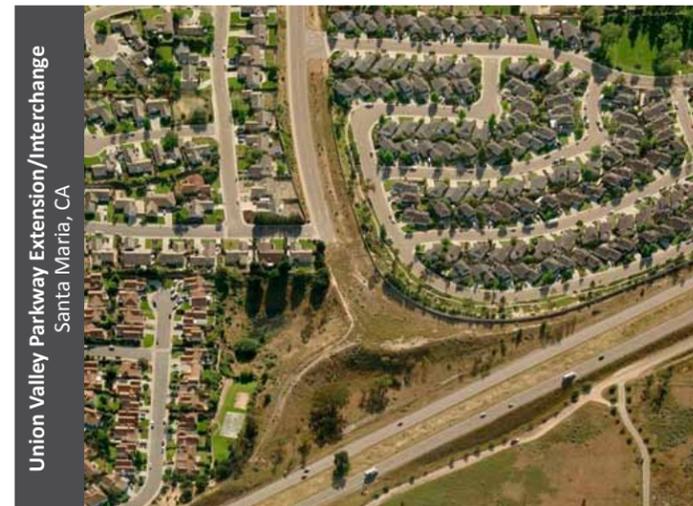
Leading environmental planning in California for almost two decades ...



Five Bridges Painting Project
San Luis Obispo County, CA



Cypress Mt. Dr./Klau Creek Bridge Replacement
San Luis Obispo County, CA

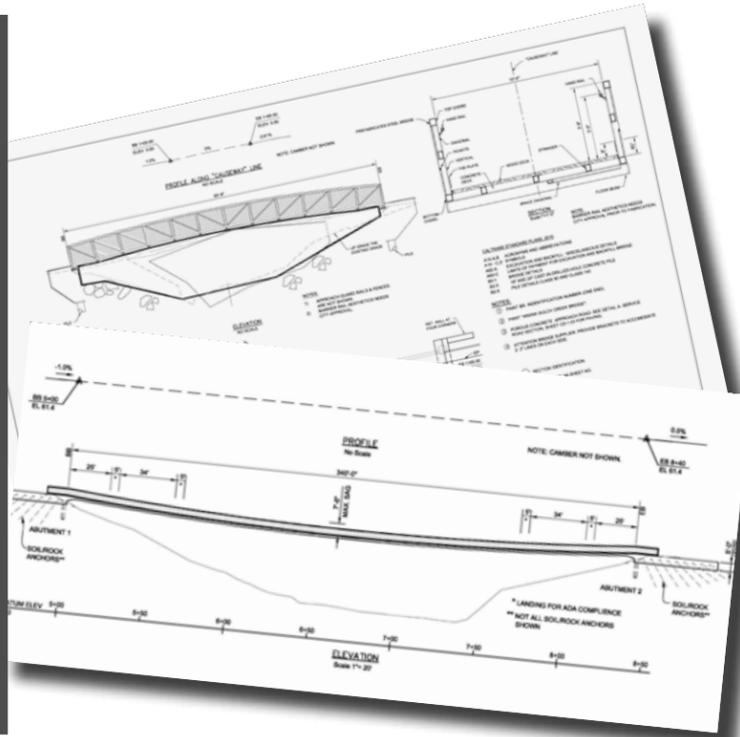


Union Valley Parkway Extension/Interchange
Santa Maria, CA



Green Valley Rd./Casserty Creek Bridge Replacement
Santa Cruz, CA

Arana Gulch Bike/Pedestrian Parkway
Santa Cruz, CA



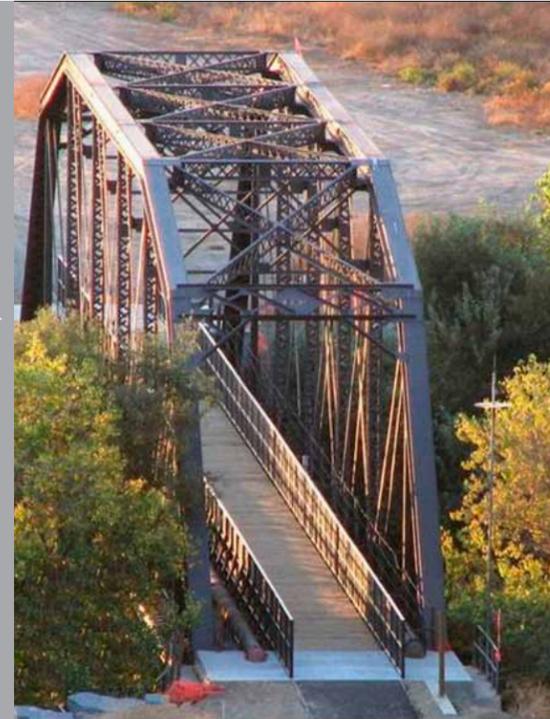
**Featured Project:
Arana Gulch Bike/Pedestrian
Parkway (a Federal Aid project)**

Teaming with RRM Design Group on the Arana Gulch Master Plan Implementation, Bengal Engineering is providing geotechnical consulting for the approximately 0.6-mile paved, multi-use trails proposed for this project in Santa Cruz. Bengal is designing two bike/pedestrian bridges including a dramatic 340-foot-long stress-ribbon pedestrian bridge, which will be the world's longest single-span for such a structure. Design challenges include difficult soil conditions in an area of high seismicity, topographic relief and environmental concerns. Construction is planned for April 2014.

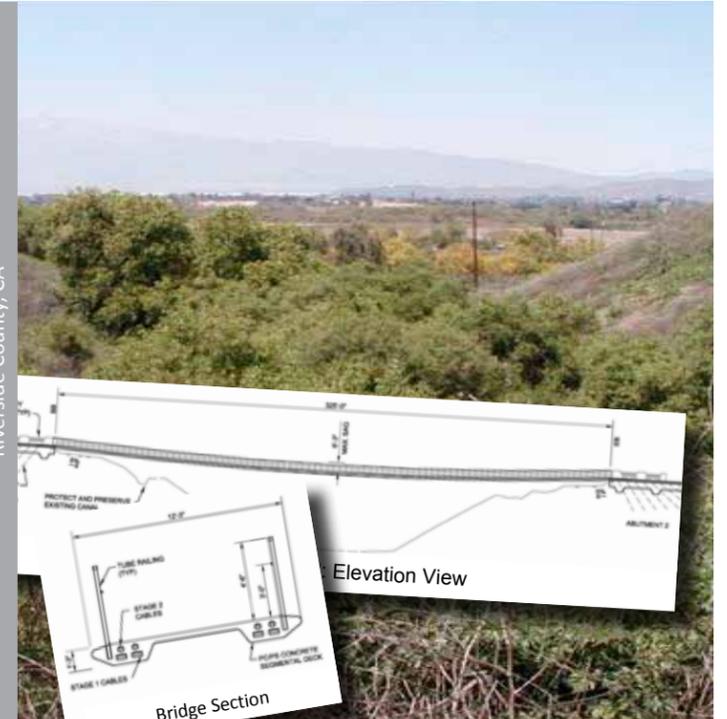
Reference:

Chris Schneider, City of Santa Cruz, (831) 420-5422
CSchneider@ci.santa-cruz.ca.us

Santa Clarita Regional Commuter Trail Pedestrian Bridge
Santa Clarita, CA



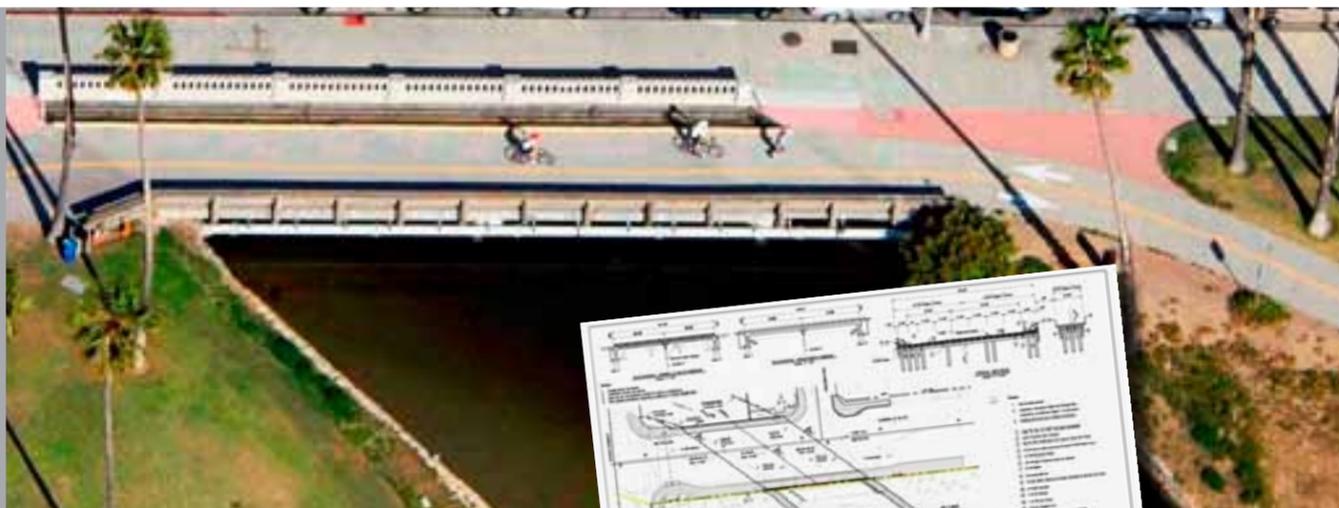
Santa Ana River Trail Pedestrian Bridge
Riverside County, CA



Bengal's Bridge Design Expertise

Nearly 20 years of creative bridge design solutions for the Central Coast ...

Cabrillo Boulevard Bridge Replacement
Santa Barbara, CA



Alisal Bridge Seismic Retrofit
Solvang, CA





Highway 1 Bridge at Cambria (Santa Rosa Creek Overflow Cambria, CA)

Bengal's Bridge Design Expertise



Highway 101/Storke Road Interchange Goleta, CA



San Jose Creek Bike Path Santa Barbara County, CA

Mike Sherrod | Principal-in-Charge/Project Manager

RRM DESIGN GROUP



Mike Sherrod, ASLA, LEED AP is a principal with RRM Design Group and leader of RRM's Parks, Trails and Open Space Group. As a licensed California landscape architect and LEED Accredited Professional with over 20 years experience in design consulting to public agencies, Mike provides sustainably innovative design solutions for a wide range of multi-use trails and greenways. Mike excels in bringing diverse people and ideas together to find creative solutions to complex park planning and design issues

PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Mike will serve as the principal-in-charge providing the conduit between City staff and the design team. He will also serve as your project manager, processing the City's Conditional Use Permit, and coordinating RRM's staff and subconsultant support team as we move your project from design into construction.

21 Years of Experience

Education

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA

Licenses

- Landscape Architect, CA, 4320

Accreditations

- Leadership in Energy and Environmental Design (LEED AP)

Affiliations

- American Society of Landscape Architects (ASLA)
- Los Angeles County Bicycle Coalition
- Orange County Bicycle Coalition
- San Luis Obispo County Bicycle Coalition
- California Invasive Plant Council
- California Native Plant Society
- Society for Ecological Restoration International
- U.S. Green Building Council

Relevant Experience



Morro Bay Harborwalk

- Avila to Harford Pier Path Preliminary Design Analysis, Avila Beach, CA
- Beach Cities Multi-Purpose Trail Feasibility Study, Grover Beach, CA
- Bob Jones City-to-Sea Trail (and Railroad Safety Trail Update), San Luis Obispo, CA
- Grizzly Island Trail (Suisun Marsh Trail), Suisun City, CA
- Monterey Bay Sanctuary Scenic Trail Network Master Plan, Santa Cruz, CA
- Morro Bay Harborwalk, Morro Bay, CA
- Morro Dunes Trails, Cloisters
- Oxnard Bicycle and Pedestrian Master Plan, Oxnard, CA
- Santa Paula Branch Line Recreation Trail, Ventura County, CA
- San Luis Obispo Railroad Trail Phase I & III, San Luis Obispo, CA
- Venice Beach Oceanfront Walk and Bike Path, Los Angeles, CA

Debbie Rudd | CDP and CUP Manager

RRM DESIGN GROUP



Debbie Rudd, AICP, LEED AP is a principal with RRM Design Group and an esteemed member of RRM’s Parks, Trails and Open Space Group. Debbie delivers 25 years of waterfront and coastal planning experience, advancing projects from the early visioning and policy stages through to construction. She excels in regulatory agency and public outreach, identifying public concerns and preferences and translating them into cutting-edge workable designs and policy documents that can be easily understood by the public and implemented by the agencies she serves.

PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Debbie will serve as the coastal development permit specialist. She will work directly with Coastal Commission and City staff, and the project team to ensure the Coastal Development Permit process is fruitful and positive.

25 Years of Experience

Education

- Bachelor of Science, Interior Architecture/Space Planning, Kansas State University, Manhattan, KS

Accreditations

- Leadership in Energy and Environmental Design (LEED AP)

Affiliations

- American Planning Association (APA) No. 124878
- American Institute of Certified Planners (AICP)
- Morros Advisory Committee
- Slovene National Benefit Society
- LEED-ND Corresponding Committee

Relevant Experience



Avila Beach Front Street

- Arroyo Simi Greenway Visioning Study Project, Simi Valley, CA
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Gobbi Street Riverfront Park, Ukiah, CA
- Jennifer Street Pedestrian Bicycle Bridge, San Luis Obispo, CA
- Oroville Riverfront Improvements, Oroville, CA
- Pismo Beach Promenade, Pismo Beach, CA
- Port San Luis Master Plan, Avila Beach, CA
- Prince Memorial Greenway, Santa Rosa, CA
- Santa Barbara Pedestrian Master Plan, Santa Barbara, CA
- Santa Paula Branch Line Recreation Trail, Ventura County, CA
- Venice Beach Oceanfront Walk and Bike Path, Los Angeles, CA

William Strand | Civil Engineer/Low-Impact Development Specialist

RRM DESIGN GROUP



Bill Strand, MS, PE, QSD, is the manager of engineering services with RRM Design Group and is an integral member of RRM’s Parks, Trails and Open Space Group. With over 18 years experience, he brings an in-depth understanding of park and site engineering with a focus on Low impact Development (LID) solutions. His extensive work integrating bio-swales and new innovative water quality improvement solutions into RRM’s multi-use trail projects sets Bill apart in the engineering field. Leveraging his unique skill set has enabled RRM to deliver creative solutions for a variety of challenging community and sports park projects throughout the state.

PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Bill will serve as the civil engineer and water quality specialist, working closely with our in-house designers and landscape architectural staff to evaluate the project’s key opportunities to employ low-impact and sustainable engineering solutions throughout the park. He will pay particular attention to finding cost-effective solutions to comply with SLO County’s water quality requirements. Bill’s ability to simplify complex engineering issues will keep your park on track.

18 Years of Experience

Education

- Master of Science, Civil Engineering (Hydraulic Engineering), Colorado State University, Fort Collins, CO
- Bachelor of Science, Civil Engineering, Colorado State University, Fort Collins, CO

Licenses

- Civil Engineer, CA, 65712

Affiliations

- American Society of Civil Engineers (ASCE)
- Building Industry Association (BIA) Quality and Sustainability Committee
- Orange County Bicycle Coalition (OCBC)
- San Clemente Chamber of Commerce, Board Member
- Society of California Pioneers
- U.S. Green Building Council (USGBC)

Relevant Experience



Port of Long Beach Trail Plan

- Angels Creek Master Plan and Trail Plan, Angels Camp, CA
- Burton Chace Park MP5, Marina del Rey, CA
- Kennedy Park Master Plan, Hayward, CA
- Knickerbocker Drainage Channel Trail - Big Bear Lake, Big Bear Lake, CA
- Modesto Area 2 Storm Drain to Sanitary Sewer Cross Connection Phase 1, Modesto, CA
- Oceanside Waterfront Restrooms, Oceanside, CA
- Pleasanton Sidewalk/ADA Assessment, Pleasanton, CA
- Port of Long Beach (POLB) Trail Planning, Long Beach, CA
- River Vista Access Planning and Environmental Review, Madera County, CA
- San Lorenzo Community Park Master Plan, San Lorenzo, CA
- Santa Fe Bike Trail Connection, Visalia, CA

Lief McKay | Multi-Use Trail Designer/Restoration Manager

RRM DESIGN GROUP



Lief McKay, ASLA, LEED AP is a principal landscape architect with RRM Design Group and a principal member of RRM’s Parks, Trails and Open Space Group. As a California landscape architect and LEED Accredited Professional with 14 years experience, Lief’s skills in all multi-use development aspects, from programming and schematic design through construction document preparation and construction and bidding assistance, make him an invaluable team member.

PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Lief will serve as the multi-use trail designer, working closely with the design team and City staff to optimize the trail’s layout, and work with our civil engineers to develop the project’s LID features. His ability to work with diverse groups, his commitment to clear communication and his genuine enthusiasm for park design will, again, serve Morro Bay well.

14 Years of Experience

Education

- Bachelor of Landscape Architecture (with Honors), University of Canberra, Australia

Licenses

- Landscape Architect, CA, 4937

Accreditations

- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Affiliations

- American Society of Landscape Architects (ASLA)
- Big Brothers/Big Sisters Mentor
- San Luis Obispo Rugby Football Club, President

Relevant Experience



- Arana Gulch Master Plan Implementation, Santa Cruz, CA
- Cloisters Dune and Wetlands Restoration, Morro Bay, CA
- Hearst Ranch Conservation Easement and Coastal Trail Plan, San Luis Obispo County, CA
- Morro Bay Harborwalk, Morro Bay, CA
- Prince Memorial Greenway, Santa Rosa, CA
- San Luis Obispo Railroad Trail Phase III, San Luis Obispo, CA
- Santa Clarita Regional Commuter Trail, Santa Clarita, CA
- Santa Fe Bike Trail Connection, Visalia, CA
- Surfer’s Point Managed Shoreline Retreat, Ventura, CA
- Taylor Mountain Regional Park and Open Space Preserve Master Plan, Santa Rosa, CA
- Venice Beach Oceanfront Walk and Bike Path, Los Angeles, CA

Amy McKay | Interpretive Exhibit Designer/Graphic Artist

RRM DESIGN GROUP



Amy McKay is a graphic design production manager with RRM Design Group and an indispensable member of RRM’s Parks, Trails and Open Space Group. She is a talented artist who has found that interpretive design and art are powerful tools to communicate, educate and connect people with nature and the landscape in which they live. With an understanding of outdoor spatial relationships, native plant habitats, and the significance of design in communicating through interpretive exhibits, Amy continues to unite people with science, nature and history.

PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Amy will serve as the interpretive specialist and graphic designer. She will take the lead in developing the project’s interpretive program. She will also work closely with the Scenic Byway Corridor Plan’s branding specifications to provide aesthetically pleasing educational discoveries that accommodate all visitors to the trail. Her innovative graphic techniques will ensure your project offers a truly unique experience.

13 Years of Experience

Education

- Bachelor of Science, Landscape Architecture, California Polytechnic State University

Affiliations

- San Luis Obispo Arts Center
- San Luis Obispo County Arts Council
- The National Association for Interpretation, 2005

Relevant Experience



- Arroyo Grande Creek Promenade, Arroyo Grande, CA
- East West Ranch Public Access and Resource Management Plan, Cambria, CA
- Guadalupe School Lake and Wetland Park, Guadalupe, CA
- Hearst Ranch Conservation Easement and Coastal Trail Plan, San Luis Obispo County, CA
- Lewis Eaton Trail Enhancements, Fresno, CA
- Morro Bay National Estuary Interpretive Panels, Morro Bay, CA
- Monterey Bay Sanctuary Scenic Trail Network Master Plan, Santa Cruz, CA
- Pillar Point Interpretive Signs, Half Moon Bay, CA
- Potrero Canyon Coastal Access Trail and Interpretive Trail, Los Angeles, CA
- San Luis Obispo Railroad Trail Phase III, San Luis Obispo, CA
- Santa Ana River Bike Trail, Riverside, CA

Steve Webster | Survey Crew Manager

RRM DESIGN GROUP



Steve Webster, LS, is the supervisor of surveying with RRM Design Group and has been a vital member of RRM's Parks, Trails and Open Space Group for over 15 years. As a licensed California Professional Land Surveyor with 28 years of surveying experience, both in the office and in the field, Steve is adept at topographic and boundary surveying, ALTA mapping and construction staking.

PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Steve will serve as survey manager. He will oversee all survey efforts in the pre-design and final design phases of the project. His knowledge and understanding of proper surveying techniques will keep the project moving smoothly forward.

29 Years of Experience

Education

- Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA

Licenses

- Professional Land Surveyor, CA, LS7561
- Engineer In Training, CA, ZL003372

Relevant Experience



Venice Beach Oceanfront Walk

- Arana Gulch Master Plan Implementation, Santa Cruz, CA
- Avila Beach Front Street Enhancement, Avila Beach, CA
- Avila to Harford Pier Path Preliminary Design Analysis, Avila Beach, CA
- Hearst Ranch Conservation Easement and Coastal Trail Plan, San Luis Obispo County, CA
- Monterey Bay Sanctuary Scenic Trail, Santa Cruz, CA
- Morro Bay Harborwalk, Morro Bay, CA
- Santa Paula Branch Line Recreation Trail, Ventura County, CA
- San Luis Obispo Railroad Trail Phase I & III, San Luis Obispo, CA
- Surfer's Point Managed Shoreline Retreat, Ventura, CA
- Twin Lakes Beachfront Improvements, Santa Cruz, CA
- Venice Beach Oceanfront Walk and Bike Path, Los Angeles, CA

Stan Shahan | Cost Estimator/QA/QC Manager

RRM DESIGN GROUP



Stan Shahan, CCM, CPESC, QSD, is a construction manager with RRM Design Group and an essential member of Parks, Trails and Open Space Group. He provides over 35 years of experience in all aspects of cost estimation, quality control, constructability review, and construction administration. His multifaceted experience stems from almost three decades as a public works general contractor. He has proven to be an indispensable teammate when it comes to ensuring our construction packages are thorough, complete and buildable.

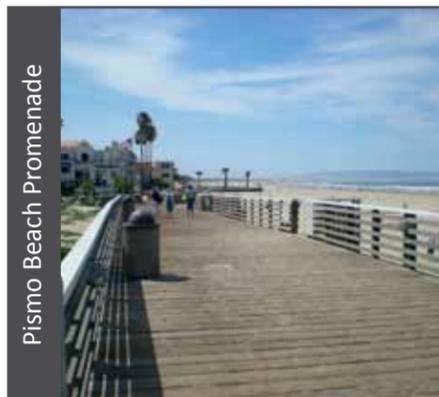
PROJECT ROLE: For the Morro Creek Multi-Use Trail and Bridge effort, Stan will serve as cost estimator and quality assurance and quality control manager, providing construction cost estimation, QA/QC, constructability assessment and value engineering solutions for the project. Having worked with contractors, engineers, and architects throughout his career, Stan is adept at implementing public works projects and will make sure your multi-use trail and bridge exceeds expectations.

37 Years of Experience

Certifications

- Certified Construction Manager
- Certified Professional in Erosion and Sediment Control
- Qualified SWPPP Developer
- Caltrans SWPPP Certification
- C-32 Contractor

Relevant Experience



Pismo Beach Promenade

- Arana Gulch Master Plan Implementation, Santa Cruz, CA
- Beach Cities Multi-Purpose Trail Feasibility Study, Grover Beach, CA
- Conejo Creek Park Bike Path, Thousand Oaks, CA
- Grizzly Island Trail (Suisun Marsh Trail), Suisun City, CA
- Morro Bay Harborwalk, Morro Bay, CA
- Morro Bay Northern Waterfront Implementation, Morro Bay, CA
- Pismo Beach Promenade IV, Pismo Beach, CA
- Port of Long Beach (POLB) Coastal Trail, Long Beach, CA
- Port San Luis Coastal Gateway Project, Avila Beach, CA
- Santa Ana River Bike Trail, Riverside, CA
- Santa Clarita Regional Commuter Trail, Santa Clarita, CA

Md. Wahiduzzaman | Principal Bridge Engineer

BENGAL ENGINEERING



Md. Wahiduzzaman, PE, MBA has a broad background in analysis, design, construction support and overall project management for highway and pedestrian bridge projects, and other major structure projects. He is experienced in bridge hydraulics; inspection, evaluation, and retrofit of existing bridges, bridge scour analysis and road improvement projects; and plan processing through a variety of public agencies. He has worked on numerous projects requiring close consultation and coordination with local, state and federal agencies including Caltrans, Dept. of Fish and Game, Coastal Commission, Lands Commission, USACE, FEMA etc.

26 Years of Experience

Licenses

- Civil Engineer, CA, 49838

Education

- Masters of Business Administration, International Business, Pacific State University, Los Angeles, CA
- Bachelor of Science, Civil Engineering, Bangladesh University of Engineering and Technology, Bangladesh

Relevant Experience

- **Santa Clarita Regional Commuter Trail (SCRCT)– Pedestrian Bridge, Santa Clarita, CA**
Worked with the design team to convert an abandoned UPRR railroad steel bridge along a scenic pedestrian trail to a pedestrian bridge. Modification work included seismic upgrading of the abutment backwalls, installing seismic restrainers for the bridge frame, placing a new timber walking deck and installing steel handrails along sides of the walkway.
- **Ortega Street Pedestrian Overcrossing, Santa Barbara, CA**
Provided construction engineering, and falsework and shoring design support for this pedestrian overcrossing spanning 6-lane Highway 101 mainline and Union Pacific railway tracks. Project had extensive Caltrans and Union Pacific Railroad review.
- **Broadway Pedestrian Overcrossing, Santa Maria, CA**
Performed field inspection and visual evaluation of this two-span, 163-ft long and 18-ft wide pedestrian overcrossing. The structure is comprised of reinforced concrete T-girders with concrete deck.
- **Two Pedestrian Bridges: Via Real and Lassen Bikeway, Santa Barbara, CA**
Mr. Wahiduzzaman was the bridge engineer for design of these two bridges that serve critical links in the bike path network of Santa Barbara County. The Via Real Bike Path Bridge was built as a more cost effective alternative to widening the adjacent existing highway bridge. The Lassen Bikeway Bridge replaced a deteriorating wooding bridge at the same location.
- **Oak Park Pedestrian Bridge, Santa Barbara, CA**
Lead engineer for design of this pedestrian bridge replacement project, taking into account sensitive habitat and a busy park schedule. This project required numerous meetings with ABR for approval.
- **Temporary Retrofit of 8th St. Pedestrian Bridge, Carpinteria, CA**
Lead engineer performing fast-track analysis and structural design to economically retrofit the main span of the timber structure which was damaged due to dry rot and termite infestation. This required close coordination with the contractor and the City Engineer to minimize cost and public inconvenience.

A. Syed Israil | Senior Structural/Bridge Engineer

BENGAL ENGINEERING



Israil, PhD, PE has extensive experience in planning and designing various transportation, commercial, infrastructure and industrial facilities. He is experienced in the inspection, evaluation, analysis and design of highway and pedestrian bridges, tunnels, airport facilities, parking structures, earth retaining structures, marine structures and other major structures and facilities. Dr. Israil has worked on a number of trailway projects involving pedestrian bridges including conversion of an old railway bridge to a timber deck pedestrian bridge.

24 Years of Experience

Licenses

- Civil Engineer, CA, 51578

Education

- Doctorate, Structural Engineering, SUNY at Buffalo, NY
- Master of Science, Structural Engineering, SUNY at Buffalo, NY
- Bachelor of Science, Civil Engineering, Bangladesh University of Engineering and Technology, Bangladesh

Relevant Experience

- **Arana Gulch Multi-Use Trail, Santa Cruz, CA**
Lead structural engineer for the design of two bike/pedestrian bridges and retaining walls along a multi-use trailway. One of the bridges is a “stress ribbon bridge” spanning 340-ft with no intermediate support to protect the pristine gulch below. Key structural features of this bridge include use of high strength concrete and prestressing to reduce concrete deck thickness and ground anchors to secure the abutments to the ground.
- **Santa Clarita Regional Commuter Trail (SCRCT)– Pedestrian Bridge, Santa Clarita, CA**
Lead engineer involved in converting an abandoned UPRR railroad steel bridge along a scenic pedestrian trail to a pedestrian bridge. Modification work included placing a new timber walking deck, installing steel handrails along sides of the walkway and avoiding interference with large water pipes running longitudinally and providing seismic upgrading of abutment backwall.
- **Santa Ana River Trail Pedestrian Bridge, Riverside, CA**
Responsible for the design of the new 325-ft single span “stress ribbon bridge.” This is primarily a precast post-tensioned concrete bridge. The design conditions include seismic resistance, wind-induced vibrations and vibration due to pedestrian traffic. Poor soil conditions necessitated use of soil anchors to “tie” abutments to the ground.
- **Ortega Street Pedestrian Overcrossing, Santa Barbara, CA**
Provided structural design check for wind loads due to special architectural “ornamental upgrade.” Also checked shoring and falsework design during construction.
- **Ortega Street Bridge (Replacement), Santa Barbara, CA**
Lead bridge engineer for the replacement of this bridge over Mission Creek in Santa Barbara. This precast prestressed concrete bridge is supported on deep piles in a seismically sensitive site. Design is performed in accordance with the standards and specifications of Caltrans.

Ed Pongracz-Bartha | Project Geologist

BENGAL ENGINEERING



Ed Pongracz-Bartha, CEG, PG has experience in conducting and managing geotechnical projects in the following areas: structures, land development, mass-grading, residential projects and commercial sites. Relevant field experience includes logging small- and large-diameter (i.e. bucket-auger) borings for foundation and landslide studies, trenching to identify active or potentially active fault traces, field mapping of rock/soil exposures and geomorphic mapping.

13 Years of Experience

Education

- Bachelor of Science, Geological Sciences, University of California at Santa Barbara, CA

Licenses

- Engineering Geologist, CA, 2370
- Professional Geologist, CA, 7673

Affiliations

- Association of Environmental & Engineering Geologists

Relevant Experience

- **Oak Park Pedestrian Bridge, Santa Barbara, CA**
Replacement of an existing pedestrian bridge over Mission Creek, logged two hollow-stem borings and prepared Log of Test Borings (LOTB).
- **Emergency Repair of Pueblo Street Bridge over Mission Creek Santa Barbara, CA**
Bridge integrity was threatened by scour during the 2005 winter rains. Foundation retrofit of existing bridge included the use of drilled micro-piles below the abutments. Specific duties included logging of hollow-stem borings and boring log preparation.
- **Arana Gulch Pedestrian / Bike Trail, Santa Cruz, CA**
This proposed multi-use trail system includes two bridges and segments of retaining wall in an environmentally sensitive open space area. The geotechnical study included 7 borings and 10 hand-dug test pits and report review of numerous previous site investigations. Challenges included the detailed investigation of ground conditions for a 340-foot long stress ribbon bridge and poor ground conditions in Santa Cruz Harbor, which saw significant damage during the 1989 Loma Prieta earthquake.
- **San Jose Creek Capacity Improvement Project, Goleta, CA**
An extensive field geotechnical study was performed for the proposed improvements along an approximately 4,000-foot-long section of a flood control channel in downtown Goleta. Duties included logging 11 mud rotary borings, oversight and advancing of 14 CPT soundings in critical areas along the alignment, determination of seismic design parameters, oversight of abutment concrete coring and subsequent laboratory testing (including ASR analysis) and preparation of numerous geotechnical documents.
- **CDT Access Road Slope Stability Study, Vandenberg Air Force Base, Santa Barbara County, CA**
Several areas along the roadway were showing signs of distress, the results of heavy 2005-06 winter rains. Duties included logging of 18 soil/rock borings (including downhole logging a 24" diameter boring), installation of three piezometers and four slope inclinometers, geologic mapping of adjacent cut slopes and rock exposures, air photo analysis, geomorphic mapping, review and interpretation of existing geologic reports, and preparation of the report presenting our finding, conclusions, and remedial options. Remedial repairs, designed by Bengal, are expected to cost \$15 million.

Scott Onishuk | QA/QC Engineer

BENGAL ENGINEERING



Scott Onishuk, PE is an experienced project manager and project engineer with 25 years of experience in the construction and design of civil engineering projects including roadway design, site grading and drainage facilities. He provides complete project management: from the preparation of Project Study Reports and coordination of Environmental Studies, through detailed design, right-of-way acquisition and utility research. Mr. Onishuk is experienced in construction management and has overseen many projects requiring delicate coordination with various agencies having jurisdiction including Caltrans, USACE and the State Lands Commission.

25 Years of Experience

Education

- Bachelor of Science, Civil Engineering, Montana State University, MT

Licenses

- Civil Engineer, CA, 48052

Relevant Experience

- **Oak Park Pedestrian Bridge, Santa Barbara, CA**
Worked on replacement of an existing pedestrian bridge within a City park to provide crucial access across Mission Creek. Tasks included civil works and hydraulics.
- **San Jose Creek Bikepath: Preliminary Design, Goleta, CA**
Mr. Onishuk is the project manager for the San Jose Creek Bikepath Project under contract to Santa Barbara County. He led the project until design was halted when the City of Goleta was created. The project has since started up again.
- **Storke Road/101 Interchange, Goleta, CA**
Mr. Onishuk was the project manager, roadway and highway engineer for the overpass spanning over Highway 101 and UPRR tracks that is the most complex freeway interchange in the county of Santa Barbara. He managed the project from inception through preliminary engineering to final PS&E. He also provided construction support of the project. This project included design of three bridges, six approach roadways, and 660 LF of double 8'x12' box culvert. Caltrans and UPRR had jurisdiction over the site and required close coordination with these entities.
- **Reconstruction of Orange Avenue, Goleta, CA**
Designed and oversaw construction for a street lined with mixed-use commercial / residential in "Old Town" Goleta. Tasks included concrete sidewalk, curb and gutter replacement, installation of ADA compliant access ramps, AC milling and grade correction, AC paving, removal of old landscaping including dead and dying trees and installation of new street trees.
- **Haley-De La Vina Street Bridge Replacement, City of Santa Barbara, CA**
Project engineer for this bridge replacement in the heart of the city over Mission Creek. Mr. Onishuk was responsible for overall project management, civil engineering, and preparation of PS&E package per Caltrans guidelines.

Richard Dalton | Principal Environmental Planner

RINCON CONSULTANTS



As a principal in Rincon's Environmental Sciences and Planning Group and operations manager of Rincon's San Luis Obispo office, Richard Daulton, MURP oversees planning and environmental projects in the California Central Coast region. Mr. Daulton has over 15 years of experience in the planning profession, with an emphasis on environmental planning. His planning skills are supported by a strong background in technical environmental and economic analysis. He manages a range of CEQA and NEPA documents, and has successfully combined environmental analysis and planning techniques to guide agencies through complex studies and controversial programs, entitlement and planning projects.

18 Years of Experience

Education

- M.U.R.P., Urban and Regional Planning, University of California, Irvine, CA
- Bachelor of Science, Economics, University of California, San Diego, CA
- 38-Hour U.S. Army Corps of Engineers Wetland Delineation and Management Training Program

Affiliations

- Association of Environmental Professionals

Awards

- Architecture Foundation Award, University of California, Irvine Social Ecology Associates, 1997

Relevant Experience

- Santa Margarita Ranch Project EIR, County of San Luis Obispo, CA
- Dalidio Marketplace Commercial Annexation Project EIR, City of San Luis Obispo, CA
- Union Valley Parkway Extension/Interchange Project EIR/EA, City of Santa Maria, CA
- Biddle Ranch Agricultural Cluster Subdivision EIR, County of San Luis Obispo, CA
- Paso Robles Vineyards Agricultural Cluster Subdivision EIR, County of San Luis Obispo, CA
- Skytt Mesa Residential Subdivision EIR, City of Solvang, CA
- Flying Flags Residential Project EIR, City of Buellton, CA
- Seabreeze Estates Residential Subdivision EIR, City of Lompoc, CA
- San Juan Oaks Golf Course Project EIR, County of San Benito, CA
- Lavagnino Industrial Development Project EIR, County of San Benito, CA
- Providence Landing Project EIR, County of Santa Barbara, CA
- Orcutt Key Site 3 EIR, County of Santa Barbara, CA
- Santa Maria Los Flores Landfill Project EIR, City of Santa Maria, CA
- Santa Maria Landfill Expansion Project EIR, City of Santa Maria, CA
- Regional Landfills Project EIR, Salinas Valley Solid Waste Authority, CA
- Disaster Repair Projects, County of San Benito, CA
- Graham Hill Estates Residential Project, County of Santa Cruz, CA
- Williams Ranch Subdivision Project, City of Salinas, CA

Karen Holmes | CEQA/NEPA Project Manager

RINCON CONSULTANTS



Karen Holmes, QSD/P is a regulatory specialist with Rincon and specializes in regulatory permitting, agency coordination, wetland delineations and jurisdictional determinations. She has experience preparing applications/notifications, permits, agreements, and certifications from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, and California Coastal Commission. She has experience coordinating with local, state and federal agencies and has experience with CEQA, NEPA, Clean Water Act, Porter-Cologne Water Quality Control Act, Fish and Game Code, and federal and California Endangered Species Acts. She is a Qualified SWPPP Developer/Practitioner involved in BMP inspections, qualifying rain event inspections, preparing REAPs, water quality sampling, quarterly non-storm water inspections, and annual reports for storm water projects.

8 Years of Experience

Education

- Bachelor of Arts, Environmental Studies, University of California, Los Angeles, CA
- Basic and Advanced Wetland Delineation training
- Basic and Advanced GIS/GPS training
- CA Red-Legged Frog Workshop (included biology, habitat requirements, identification, and handling)
- Storm Water Quality Handbook- Project Planning and Design Guide Training

Certifications

- Qualified SWPPP Developer/ Practitioner (#22166)

Relevant Experience

- Cal Poly San Luis Obispo Recreation Center Remodel SWPPP Development, Sundt Construction, San Luis Obispo County
- Highway 101 Operational Improvements Project: Milpas Street to Hot Springs Road SWPPP Preparation Assistance, Security Paving Company, Santa Barbara County
- Santa Cruz Highway 1/17 Merge Lanes – Prepared 404 Nationwide Permit, 401 Water Quality Certification, Santa Cruz County
- Rincon Bridge Replacement – Prepared 404 Nationwide Permit, 401 Water Quality Certification, San Luis Obispo County
- Lagunitas SWPPP Inspection Services, MD2 Communities, Carpinteria, Santa Barbara County
- Route 5/134 Widening SWPPP Preparation Assistance, Security Paving Company / Caltrans – Burbank, Los Angeles County
- Caltrans, Various Capital Projects, San Luis Obispo County
- Green Valley Road at Casserly Creek Tributary #1 Bridge Replacement Project, Santa Cruz County
- Five Bridges Painting Project, San Luis Obispo County
- Arroyo Grande Creek at Rodriguez Road Grade Stabilization Project, San Luis Obispo County
- Santa Maria River Bridge Replacement Project, San Luis Obispo County
- Tree Assessment at Goleta Storage, Goleta Storage Facility, Southern California Gas Company, Santa Barbara County, CA
- Nipomo Southland Wastewater Treatment Facility, San Luis Obispo County, CA
- Southern California Edison, West of Devers Interim Project, Riverside County, CA

Colby Boggs | Principal Biologist

RINCON CONSULTANTS



Colby J. Boggs is a principal and senior ecologist with Rincon Consultants, Inc. He has over 15 years of professional experience as a botanist, ecologist, wetlands specialist, and biological sciences educator and researcher. His duties at Rincon include biological field surveys for special status species, habitat and plant community mapping, wetlands assessments, biological resources analyses, construction and mitigation monitoring, conservation planning, regulatory compliance, and the preparation of biological reports, environmental documents and permit applications in support of the California Environmental Quality Act, National Environmental Policy Act, Porter-Cologne Water Quality Control Act, Fish and Game Code 1600 et seq., Clean Water Act, and state and federal Endangered Species Acts.

20 Years of Experience

Education

- Master of Science, Botany, California State University, Chico, CA
- Bachelor of Science, Ecology and Evolution, University of California, Santa Barbara, CA

Certifications

- Certified Ecologist – Ecological Society of America, 2007

Affiliations

- Society of Wetland Scientists – Member
- Ecological Society of America – Member
- California Botanical Society – Member
- California Native Plant Society – Member
- California Native Grasslands Association – Member
- California Invasive Plant Council – Member
- California Society for Ecological Restoration – Member
- Northern California Botanists – Founding Member and Past Vice President
- Friends of the Biological Sciences Herbarium at CSU, Chico – Member and Past Board Member

Relevant Experience

- Biological Pre-construction Surveys and Construction Monitoring for the Lines 2000 & 4000 Pipeline Repair Project – Southern California Gas Company, Orange, Riverside and San Bernardino Counties
- Botanical and Wildlife Surveys for the Panoche Valley Solar Farm Project – Live Oak Associates, San Benito County
- Clean Water Act Section 404(b)(1) Alternatives Analysis for the Solar Two Project – Ecosphere Environmental, Imperial County
- Jurisdictional Delineation, Biological Studies, and IS/MND for the Walter Colton School Storm Drain Improvement Project – Monterey Peninsula Unified School District, Monterey County
- Marine and Terrestrial Biological Studies and IS/MND for the Morro Bay Boatyard Project – City of Morro Bay, San Luis Obispo County
- Biological Investigations for the California Valley Solar Ranch Project – URS, San Luis Obispo County
- Biological Resources Analyses for the Shandon Community Plan EIR & HCP – San Luis Obispo County & ICF, San Luis Obispo County
- Steelhead and Riparian Vegetation Assessment for the River Oaks Project – Estrella Associates, San Luis Obispo County
- Biological Resources Assessment, Botanical Survey, and Wetland Delineation for the Coastal Christian School Project – Coastal Christian School, San Luis Obispo County

Shauna Callery | CEQA/NEPA Support

RINCON CONSULTANTS



Ms. Callery is a senior project manager in Rincon's Sustainability Services Group and is responsible for overseeing and directing the day-to-day work program of planning and environmental documents and technical studies, including greenhouse gas (GHG) emissions inventories, climate action plans, climate adaptation plans, energy studies and action plans, general plans and elements, bicycle and pedestrian master plans, and CEQA compliance documentation. Ms. Callery's areas of expertise include climate action planning, GHG emissions analysis and mitigation, climate action measure cost-benefit analysis, environmental compliance, and alternative transportation planning. She has managed and contributed to a variety of successful projects, including climate action plans, GHG emissions inventories, energy studies, environmental impact reports, alternative transportation plans, and public outreach and education programs.

8 Years of Experience

Education

- Master of City and Regional Planning (M.C.R.P.), California Polytechnic State University, San Luis Obispo, CA
- Master of Science, Transportation Engineering, California Polytechnic State University, San Luis Obispo, CA
- Bachelor of Art, International Relations, University of Southern California, CA
- Bachelor of Art, Social Sciences, Psychology, University of Southern California, CA

Affiliations

- Member, American Planning Association
- Member, Association of Environmental Professionals

Relevant Experience

- Kings County 2035 General Plan Update EIR
- City of Lompoc 2030 General Plan Update EIR
- City of Calabasas 2030 General Plan Update EIR
- Santa Barbara County Association of Governments Regional Transportation Plan EIR
- Kings County Association of Governments 2011 Regional Transportation Plan EIR
- Shandon Community Plan EIR, County of San Luis Obispo
- Endelos Energy Calle Real Solar Photovoltaic IS/MND, County of Santa Barbara
- Union Valley Parkway Extension/Interchange EIR/EA, City of Santa Maria
- Area 9 Specific Plan EIR, City of Santa Maria
- City of Guadalupe 2009 Housing Element IS/ND
- Marina Downtown Vitalization Specific Plan EIR, City of Marina
- San Luis Obispo Regional Climate Action Program, San Luis Obispo County Air Pollution Control District
 - » City of Arroyo Grande GHG Emissions Inventory Update and Climate Action Plan
 - » City of Atascadero GHG Emissions Inventory Update and Climate Action Plan
 - » City of Grover Beach GHG Emissions Inventory Update and Climate Action Plan
 - » City of Morro Bay GHG Emissions Inventory Update and Climate Action Plan
 - » City of Paso Robles GHG Emissions Inventory Update and Climate Action Plan
 - » City of Pismo Beach GHG Emissions Inventory Update and Climate Action Plan

Robert Ramirez | Archeologist

RINCON CONSULTANTS



Robert Ramirez, MA, RPA is a cultural resources specialist and Registered Professional Archaeologist who meets the Secretary of the Interior’s Professional Qualifications Standards for archaeology. He has worked as a principal investigator, project manager, archaeologist and field director, as well as lithic, marine shell, and historic artifact analyst on projects throughout the state and the nation. He has specific expertise in the cultural resources requirements of CEQA, NEPA and NHPA. His responsibilities include QA/QC for cultural resources documents, preparation of cultural resources studies and management of multidisciplinary projects. Mr. Ramirez complements his prehistoric and historic archaeological expertise with an understanding of the historic built environment and Native American ethnographic resources, as well as the regulatory environments for the evaluation and treatment of these resources.

19 Years of Experience

Education

- Master of Arts, Anthropology, San Diego State University, San Diego, CA
- Bachelor of Arts, Anthropology and Native American Studies, University of California, Davis, CA
- Associate of Arts, Social Science, Sacramento City College, Sacramento, CA
- Section 106 Compliance Education
- Project Management Training

Licenses

- Registered Professional Archeologist, 15913

Certifications

- Certified Archeological Consultant, City of Riverside, Certification #224

Affiliations

- Society for American Archeology
- Society for California Archeology

Relevant Experience

- Southland Wastewater Treatment Facility Expansion, Nipomo, San Luis Obispo County
- South Street Affordable Apartments Project, San Luis Obispo
- MWD Upper Feeder Santa Ana Bridge Seismic Upgrade, Riverside County
- AT&T Fiber Optic Monitoring Project, Kern and San Luis Obispo Counties
- Summit View Homes EIR, Lompoc, Santa Barbara County
- World Minerals Project, near Lompoc, Santa Barbara County
- Cortona Apartments Project, Goleta, Santa Barbara County
- Piru Family Housing Project, Piru, Ventura County
- Johnsondale Archaeological Testing and Eligibility Project, Tulare County
- 816 E. Santa Barbara St. Affordable Housing Project, Santa Paula, Ventura County
- Atherton Baptist Homes Master Plan, Alhambra, Los Angeles County
- Van Norman Dam Monitoring Project, Los Angeles County
- Mammoth Crossing Development Project, Mono County, California
- Bolsa Chica Mesa Development Project, Orange County
- Hellman Ranch Development Project, Seal Beach, Orange County
- International Fuel Break Project, San Diego County
- State Route 1/State Route 166 Intersection Improvement Project, Guadalupe, Santa Barbara County (Caltrans District 5)
- Clark Ave/Highway 101 Interchange Improvement Project, Santa Maria, Santa Barbara County (Caltrans District 5)

Mitchel Stone | Architectural Historian

RINCON SUPPORT



Mitchel R. Stone, Principal/Preservation Planner of San Buenaventura Research Associates, has over 30 years of experience researching historic properties, preparing architectural and historical evaluation reports, including CEQA and Section 106 analyses, National Register of Historic Places nominations and State Historic Landmarks nominations. He specializes in the production of maps, graphics and computer databases and geographic information systems, and has developed GIS-assisted historic resources survey techniques. He has participated in various capacities in designing and conducting urban and rural historic resources surveys. As a practicing city planner, with over ten years of experience, Mr. Stone has served local agencies within Ventura, Orange and Los Angeles counties, specializing in architectural and site plan design review.

Over 30 Years of Experience

Education

- Bachelor of Science, Urban Planning, California Polytechnic State University, Pomona, CA
- Graduate Studies, Geography, University of California, Santa Barbara, CA
- Architecture Studies, Illinois Institute of Technology, Chicago, IL
- Section 106 Training, GSA Training Center, Advisory Council on Historic Preservation

Publications

- The Oaks of Santa Paula: A History of Santa Paula Canyon and the Oaks Neighborhood, Fern Oaks Press, 2011

Relevant Experience

- Historic Architectural Survey Report for the Sierra-Baseline Widening Project, City of Fontana, San Bernardino County [Caltrans]
- Historic Architectural Survey Report for the Cherry Avenue/I-10 Interchange, near Fontana, San Bernadino County [Caltrans]
- CEQA and Section 106 Historic Resources Report, 1150 N. Ventura Avenue, Ventura
- Section 106 Historic Resources Report, 457 W. Gonzales Road, Oxnard, Ventura County
- Section 106 Historic Resources Report, 145 S. Ojai Street, Santa Paula, Ventura County
- Section 106 Historic Resources Report, 622 E. Main Street, Santa Paula, Ventura County
- Section 106 Reviews for the Housing Authority of the County of Santa Barbara
- Section 106 Historic Resources Report, 3005 E. Main Street, Ventura
- Section 106 Historic Resources Report, 351 E. Thompson Boulevard, Ventura
- Historic Resources Report (CEQA and Section 106), Westview Public Housing Project, Ventura
- Section 106 Historic Resources Report, 220 W. Main Street, Santa Paula, Ventura County
- Section 106 Historic Resources Report, 4268 Center Street, Piru, Ventura County
- Section 106 Historic Resources Report, 550 Temescal Street, Piru, Ventura County
- Historic Resources Report, 2825 Padaro Lane, Carpinteria, Santa Barbara County
- Historic Resources Report, 1084 Golf Road, Montecito, Santa Barbara County
- Historic Resources Report, 115-175 Tiburon Bay Lane, Montecito, Santa Barbara County
- Phase III Historic Resources Report, Music Academy of the West, 1070 Fairway Road, Montecito, Santa Barbara County
- Historic Resources Report, 1542b Miramar Beach Drive, Montecito, Santa Barbara County

Local Assistance Procedures Manual

EXHIBIT 10-P
Nonlobbying Certification for Federal-aid Contracts

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101		CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626 844-3070 E-MAIL Address: speters@insdra.com FAX (A/C, No): 626 844-3074	
INSURED RRM Design Group 3765 S. Higuera St., Suite 102 San Luis Obispo, CA 93401 805 543-1794		INSURER(S) AFFORDING COVERAGE INSURER A :Travelers Indemnity Co. of Connecti 25682 INSURER B :Travelers Property Casualty Co of A 25674 INSURER C :American Automobile Ins. Co. 21849 INSURER D :Everest National Ins Co 10120 INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 341485056 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6804855L378	9/23/2012	9/23/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA5046L942	9/23/2012	9/23/2013	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP7218Y03A	9/23/2012	9/23/2013	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			WZP81001977	6/30/2012	6/30/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			79AE001658121	9/9/2012	9/9/2013	\$2,000,000 Per Claim \$4,000,000 Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General Liability excludes claims arising out of the performance of professional services
 Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER For Proposal Purposes ...	CANCELLATION 30 Day/10 Day for Non-Paymnt of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Morro Bay Public Services

**ENGINEERING DESIGN AND ENVIRONMENTAL DETERMINATION SERVICES
MORRO CREEK MULTI-USE TRAIL AND BRIDGE
PROJECT MB-2013-S2**

ADDENDUM NO. 1

May 9, 2013

Interested parties are hereby informed that the Request for Proposals issued April 26, 2013 for the above project has been amended by the information contained in this addendum which includes referenced attachments. A signed copy of this sheet acknowledging the receipt of this addendum shall be included with Proposals.

Addendum Items:

1. Revision of item 5 in Proposal Requirements (page 7): Replace "make or file, or to be interested in" with "serve as prime consultant for"
2. Exhibit 15-H (page 9) shall be required only if the consultant team is unable to fulfill the 2% DBE goal.
3. The Field Review and Preliminary Environmental Study have been performed by Caltrans. The completed forms, which specify required technical studies for the NEPA process, are attached. Caltrans will serve as the Lead Agency for NEPA.

Rob Livick, Director, Public Services

5/9/13

Date

Acknowledgement of Addendum #1

5/24/13

Date



Morro Bay Public Services

**ENGINEERING DESIGN AND ENVIRONMENTAL DETERMINATION SERVICES
MORRO CREEK MULTI-USE TRAIL AND BRIDGE
PROJECT MB-2013-S2**

ADDENDUM NO. 2

May 23, 2013

Interested parties are hereby informed that the Request for Proposals issued April 26, 2013 for the above project has been amended by the information contained in this addendum. A signed copy of this sheet acknowledging the receipt of this addendum shall be included with Proposals.

Addendum Items:

1. The City has contracted with Althouse & Meade to perform a Spring Botanical Survey and a Wetlands Delineation in areas impacted by the project. The results of these studies will be made available to the successful proposer.
2. The Insurance Requirements in Exhibit C of the Agreement for Consultant Services have been modified as follows: Limits for Commercial General Liability, Business Auto Coverage, Worker's Compensation and Professional Liability have been reduced from \$2,000,000 to \$1,000,000 for each.

Rob Livick, Director, Public Services

5-23-2013

Date

Acknowledgement of Addendum #2

5/24/13

Date



PROPOSAL SCORES								
	Weight	Weighted score						
Criteria		Rick	Questa	RRM	TetraTech	Shoreline	Omni-Means	Moffat & Nichol
Understanding and Approach	6	22.2	18	29.1	22.5	18.6	26.7	25.8
Experience	4	16.8	15.6	20	15.4	13.6	17	18.4
Understanding of Federal Aid req's	2	8	6.8	9.8	8	5.2	9.8	9.8
Project team	3	11.4	10.8	14.7	12	9.9	12.3	14.1
Adequate staff	2	7.2	8.2	9.8	7.8	7	8.4	8.2
Local conditions knowledge	2	6.8	5	10	6	8.6	7.6	6.8
Ability to conform to the Contract	1	4.8	4.2	4.4	3.4	3.7	4.3	4.5
Total	20	77.2	68.6	97.8	75.1	66.6	86.1	87.6

INTERVIEW SCORES			
Category	M&N	RRM	O-M
Unique features that add value	38	49	36
Proven ability to work as a team	39	49	43
Ability to deliver on time and within budget	38	50	36
Insight into potential challenges	44	46	42
Presentation Skills	40	46	32
Answered questions clearly and succinctly	42	47	40
Overall subjective impression	38	47	36
Total	279	334	265



Staff Report

AGENDA NO: A-11

MEETING DATE: 07/09/13

TO: Honorable Mayor and City Council **DATE:** June 28, 2013

FROM: Susan Slayton, Administrative Services Director

SUBJECT: Resolution No. 41-13 Adopting 2013/14 Master Fee Schedule

RECOMMENDATION

Council to adopt Resolution No. 41-13.

FISCAL IMPACT

Potential for increased revenue as a result of fee changes, but that amount is unknown.

ALTERNATIVES

1. Adopt the Master Fee Schedule as presented; or
2. Reject, decrease or increase some or all recommended fee adjustments.

DISCUSSION

Staff has prepared Resolution No. 41-13 for the annual adoption of the proposed Master Fee Schedule for the 2013/14 fiscal year. An edited version of the 2012/13 schedule is attached for consideration. Changes to the fee schedule are indicated by the old fee with a line drawn through it, and the new fee in adjacent column, in red. With Business License, the calculated fee is in blue, and the new fee that includes software maintenance is in the adjacent column, in red.

All fees that can legally be increased have been adjusted in this draft Schedule. The suggested fee increases for the Public Services divisions and the Harbor Department are based on the change in the Engineering News Record (ENR) for the period from April 2012 to April 2013, based on that nexus to their activities. The ENR difference was an increase of 2.273%. All other suggested adjustments, with the exception of Business License, are based on the change in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area for the same time period as the ENR. The CPI change was 0.9%. Business License fees are adjusted by the March CPI, as required by the Municipal Code, for the Los Angeles-Riverside-Orange County area, which was 1.3%, and include a \$3 fee for software maintenance.

Staff recommends that the City Council review the report, make changes to the draft Schedule as deemed appropriate, and adopt Resolution No. 41-13. Any amendments made at this meeting will be included in the final published Schedule.

Prepared By: _____

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

RESOLUTION NO. 41-13

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MORRO BAY, CALIFORNIA,
ADOPTING 2013/14 MASTER FEE SCHEDULE**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City Council finds that fees and charges for City services are annually in need of review for possible updating to reflect changes in the cost of providing those services; and

WHEREAS, the California Constitution, in Article 13B Government Spending Limitation Section 8(c), states that proceeds in excess of user charges and user fees that exceed the costs reasonably borne by the City in providing the regulation, product or service are considered proceeds from taxes that are subject to the annual appropriation limit; and

WHEREAS, the City has reviewed these fees, and finds that they do not exceed the actual costs of providing related services; and

WHEREAS, the City's Municipal Code Section 3.34.020 provides for the annual review of the Master Fee Schedule and revision; and

WHEREAS, on August 11, 2008, the City Council adopted Resolution No. 49-08, which stated that "the Master Fee Schedule will be brought back in its entirety for review annually."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, that the Master Fee Schedule be revised and published, as amended.

PASSED AND ADOPTED, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 9th day of July 2013, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

JAMIE L. IRONS, Mayor

JAMIE BOUCHER, City Clerk

Proposed Master Fee Schedule For the 2013/14 Fiscal Year

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City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Preface

All fees, except for those related to Business License, are subject to increase by either the April Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County, or the Engineering News Record (ENR), unless prevented by law. Business License adjusts based on the March CPI, per Municipal Code Section 5.04.050.

ENR for April 2012 = 2.273%

CPI for April 2012 = 0.9%

CPI for March 2012 = 1.3%

The Master Fee Schedule is updated annually in June/July; therefore, any fees adopted after its publication, and prior to the next annual update, may not be included.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

All Departments & Offices

Photocopies:		
First page	\$	0.75
Each additional page	\$	0.25
Photocopies mailed:		
Cost of postage		Actual
First page	\$	0.75
Each additional page	\$	0.25
Appeal fee:		
Non-refundable appeal fee for non-land use administrative decisions	\$	250.00

Notes:

Unless specifically identified elsewhere (e.g., Public Safety), all departments and offices shall use these rates.

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

Elections

Filing fee:

Notice of intention to circulate petition - this amount is refundable under Elections Code Section 9202(b), with conditions	\$ 200.00	do not adj
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City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Finance Department

CPI 1.009

Copies:

Budget document, per copy	\$ 25.00	25.00
Basic Financial Statements (City Audit), per copy	\$ 25.00	25.00
Master Fee Schedule document, per copy	\$ 25.00	25.00
Returned check charge (CA Civil Code Section 1719):		
First time	\$ 25.00	do not adj
Each subsequent	\$ 35.00	do not adj

Utility Billing:

Water service application fee	\$ 25.00	do not adj		
Physical posting of shut-off notice at customer location	\$ 53.00	54.00	check pg 10	ENR
Refundable Utility deposit - residential tenants only ¹	\$ 100.00	do not adj		
Reconnection (MC 13.04.310)	\$ 45.00	46.00	check pg 10	ENR

A deposit is required from all residential tenants who sign up for utility service.

¹ Existing residential tenants, whose service is terminated due to delinquent non-payment, will be required to pay a deposit, in addition to the service reconnection fee, in order to restore service ONLY IF THE DEPOSIT HAS NOT PREVIOUSLY BEEN COLLECTED.

If the residential tenant moves within the City limits, the deposit will transfer with the residential tenant to his/her new address.

The deposit is applied to the closing bill when the residential tenant moves out; any remaining credit balance is refunded. If the tenant's status changes to an owner, the deposit is refunded.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Building

Building & Construction Permits:		
Valuation of from 0 - \$3,000 (including electrical service less than 600 amp, and minor plumbing alternatives)	\$ 81.00	83.00
\$3,001 and up - .025 x total valuation as determined by the Building Official (50% upon submittal/50% at issuance)		
Construction Operation After Hours	\$ 30.00	31.00
Building Re-Address Processing	\$ 29.00	30.00
Demo w/o Asbestos	\$ 65.00	66.00
Demo w/ Asbestos	\$ 130.00	133.00
In-lieu Housing Fee (if unit not affordable housing) - per sq/ft	\$ 0.31	0.32
General Plan Maintenance - 6% Surcharge on all Building Permits ²		
SMIP Category I (Residential) - .0001 x valuation		
SMIP Category II (Commercial) - .00021 x valuation		
Unsafe Building repair, demolition or moving structure - charged at cost		
Special Inspection and Plan Review Fees:		
Inspection Fees - outside of normal work hours - per hour, 2 hour minimum	\$ 148.00	151.00
Re-Inspection Fees - per hour	\$ 74.00	76.00
Property condition report for Condominium Conversions	\$ 18.00	18.00
Inspection for which no fee is otherwise indicated - per hour, 1/2 hour minimum	\$ 74.00	76.00
Additional Plan Review required by changes, additions, revisions to the approved plans - per hour, 1/2 hour minimum	\$ 74.00	76.00
Use of outside consultants for special plan checking and inspection - charged at actual cost		
Penalty for commencing construction without permit(s). This is in addition to the standard building permit fees.	\$ 103.00	105.00
	+ 2 times permit fee	
	+ \$51.00 per day after notice	52.00
Retrofit upon transfer of sale	\$ 33.00	34.00

² General Plan Maintenance surcharge includes 1% for Geographic Information System (GIS) Maintenance

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Building Development Impact Fees^{3, 6}

Building fees, per square foot ⁴ :		
Residential:		
Single Family ⁵	\$	3.80 3.89
Multi-Family ⁵	\$	6.07 6.21
Non-residential:		
Commercial ⁵	\$	3.81 3.90
Office ⁵	\$	2.71 2.77
Industrial ⁵	\$	1.41 1.44
Park fees for residential in-fill lots, per square foot:		
Single Family	\$	1.17 1.20
Multi-Family	\$	1.96 2.00
Water fee:		
1" meter	\$	2,368.00 2,422.00
1-1/2" meter	\$	4,736.00 4,844.00
2" meter	\$	7,575.00 7,747.00
3" meter	\$	15,151.00 15,495.00
Wastewater fee:		
1" meter	\$	4,347.00 4,446.00
1-1/2" meter	\$	8,695.00 8,893.00
2" meter	\$	17,388.00 17,783.00
3" meter	\$	27,820.00 28,452.00

³ Adjust annually based on change in Engineering News Record (ENR).

⁴ Fees are per square foot including garages (enclosed spaces). Single-family residential additions of 500 square feet or less are exempt (this is for a cumulative five (5) year period).

⁵ Plus water **and** wastewater fees, which are based on meter size

⁶ At its July 10, 2012, meeting, Council voted to **not** increase building impact fees at this time.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Building Development Impact Fees ⁶

Public Facilities Fees (per square foot):			
Residential:			
Single Family Residential:			
General Government	\$	1.12	1.15
Police	\$	0.38	0.39
Parks	\$	1.17	1.20
Fire	\$	0.41	0.42
Storm Drain	\$	0.05	0.05
Traffic	\$	1.82	1.86
Water ⁷	\$	0.63	0.64
Wastewater ⁷	\$	1.75	1.79
Multi-Family Residential:			
General Government	\$	1.87	1.91
Police	\$	0.62	0.63
Parks	\$	1.96	2.00
Fire	\$	0.68	0.70
Storm Drain	\$	0.06	0.06
Traffic	\$	2.84	2.90
Water ⁷	\$	0.95	0.97
Wastewater ⁷	\$	2.60	2.66

⁶ At its July 10, 2012, meeting, Council voted to **not** increase building impact fees at this time.

⁷ Water and Wastewater actual fees are based on the meter size. Amount shown is estimated based on the fees divided by the estimated building square feet.

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

**Building
Development Impact Fees ⁶**

Public Facilities Fees, per square foot (continued):		
Non-residential:		
Commercial:		
General Government	\$ 0.22	0.23
Police	\$ 0.06	0.06
Parks	\$ 0.00	0.01
Fire	\$ 0.21	0.21
Storm Drain	\$ 0.03	0.03
Traffic	\$ 3.28	3.35
Water ⁷	\$ 2.36	2.41
Wastewater ⁷	\$ 4.35	4.45
Office:		
General Government	\$ 0.30	0.31
Police	\$ 0.08	0.08
Parks	\$ 0.00	0.01
Fire	\$ 0.29	0.30
Storm Drain	\$ 0.03	0.03
Traffic	\$ 1.97	2.01
Water ⁷	\$ 2.36	2.41
Wastewater ⁷	\$ 4.35	4.45
Industrial:		
General Government	\$ 0.09	0.09
Police	\$ 0.03	0.03
Parks	\$ 0.00	0.01
Fire	\$ 0.08	0.08
Storm Drain	\$ 0.03	0.03
Traffic	\$ 1.13	1.16
Water ⁷	\$ 2.36	2.41
Wastewater ⁷	\$ 4.35	4.45

⁶ At its July 10, 2012, meeting, Council voted to **not** increase building impact fees at this time.

⁷ Water and Wastewater actual fees are based on the meter size. Amount shown is estimated based on the fees divided by the estimated building square feet.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Business License

CPI March 31 1.013

Business License:

Business License fee - varies by type of license requested	See Subsequent Pages			
Business License listing, per list	\$ 15.00	15.00		
Business License, transfer (MC 5.04.220)	\$ 2.00		does not change; MC specifies \$2	
Business License, duplicate (MC 5.04.230)	\$ 2.00		does not change; MC specifies \$2	
Home Occupation Permit Processing Fee (one time fee)	\$ 61.00	62.00	65.00	w/\$3 new fee for software maintenance
Home Occupation Basic (annual)	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Home Occupation Exception (annual)	\$ 53.00	54.00	57.00	w/\$3 new fee for software maintenance

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Business License Exhibit A

CPI March 31

1.013

Business License (MC 5.08):

Ambulances					
License	Annum	\$ 105.00	106.00	109.00	w/\$3 new fee for software maintenance
Apartments, Motel, Hotel, Multiple Dwellings, Rest Homes, Rooming Houses, Hospitals & Sanitariums	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Each Unit/Person cared for Over 4		\$ 5.00	5.00		
Art Hobby or Handicraft Show & Exhibitions					
Minimum Per Salesperson	Annum	\$ 3.00	3.00		
Auctioneers					
No Fixed Place of Business	Day	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Fixed Place of Business	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Each Employee	Annum	\$ 32.00	32.00	32.00	w/\$3 new fee for software maintenance
Bingo		\$ 62.00	63.00	66.00	w/\$3 new fee for software maintenance
Carnivals and Circuses	Day	\$ 527.00	534.00	534.00	w/\$3 new fee for software maintenance
3-more sale	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Coin-Operated Vending Machine	Gross Receipts	0.01	do not adj		
Contractors					
General	Annum	\$ 260.00	263.00	266.00	w/\$3 new fee for software maintenance
One Job Only	Job	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Specialty	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
One Job Only	Job	\$ 32.00	32.00	35.00	w/\$3 new fee for software maintenance
Delivery By Vehicle For One or More Vehicles	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Exhibiting Animals or Trick Riding, Wire Dancing or other Exhibitions (Exception No Fee or Admission)	Day	\$ 52.00	53.00	56.00	w/\$3 new fee for software maintenance
Fire Wreck or Bankrupt Sale, Each Sale		\$ 184.00	186.00	189.00	w/\$3 new fee for software maintenance
Plus: In Excess of 3 Days	Day	\$ 105.00	106.00	109.00	w/\$3 new fee for software maintenance

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Business License Exhibit A (page 2)

CPI March 31

1.013

Flea Markets		Daily Gross				
Minimum per Salesperson	Day	\$	10.00	10.00		
Garage Sales		No Fee				
ERR						
Merry-Go-Round, Revolving Wheel Chute, Tobaggan, Slide, Mechanical Riding Contrivance or Pony Ride	Day	\$	52.00	53.00	56.00	w/\$3 new fee for software maintenance
Money Lenders & Pawnshops		\$	527.00	534.00	537.00	w/\$3 new fee for software maintenance
Non-Profit Organizations		Exempt				
Peddlers, Solicitors, or Itinerant Merchants						
Peddlers	Day	\$	52.00	53.00	56.00	w/\$3 new fee for software maintenance
Solicitors	Day	\$	105.00	106.00	109.00	w/\$3 new fee for software maintenance
Plus: Each Employee	Day	\$	52.00	53.00		
Itinerant Merchants	Day	\$	52.00	53.00	56.00	w/\$3 new fee for software maintenance
	Week	\$	105.00	106.00	109.00	w/\$3 new fee for software maintenance
	Month	\$	157.00	159.00	162.00	w/\$3 new fee for software maintenance
	Quarter	\$	207.00	210.00	213.00	w/\$3 new fee for software maintenance
Public Utilities	180 days	\$	260.00	263.00	266.00	w/\$3 new fee for software maintenance
	Annum	\$	130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Each Employee	Annum	\$	32.00	32.00		
Exception: When City Franchise Tax is greater than \$80.00						
Private Patrol	Annum	\$	63.00	64.00	67.00	w/\$3 new fee for software maintenance
Public Dance (Exception No Fee or Admission)	Day	\$	52.00	53.00	56.00	w/\$3 new fee for software maintenance
Real Estate						
Calif. Licensed Broker	Annum	\$	130.00	132.00	135.00	w/\$3 new fee for software maintenance
Each Salesman or Agent	Annum	\$	32.00	32.00		
Each Employee	Annum	\$	23.00	23.00		

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Business License Exhibit A (page 3)

CPI March 31 1.013

Secondhand Store or Junkdealer	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Each Employee	Annum	\$ 32.00	32.00		
Skating Rink	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Employee	Annum	\$ 32.00	32.00		
Taxicabs					
License Per Cab	Annum	\$ 69.00	70.00	73.00	w/\$3 new fee for software maintenance
Driver	Annum	\$ 10.00	10.00		
Tent Show or Itinerant Show (Exception No Fee or Admission) Day		\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Trailer House, RV or Mobile Home Park					
Rental Spaces 1-4	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Additional Space	Annum	\$ 5.00	5.00		
Undesignated Professionals	Annum	\$ 130.00	132.00	135.00	w/\$3 new fee for software maintenance
Plus: Each Employee	Annum	\$ 32.00	32.00		
Wrestling or Boxing Show	Day	\$ 52.00	53.00	56.00	w/\$3 new fee for software maintenance

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Engineering

ENR

Engineering:		
Subdivisions, commercial or multifamily are typically more complex, and require more review.		
Flood Hazard Development Permit (MC 14.72.040):		
Permit, minimum fee ^{8 & 9}	\$ 186.00	190.00
Flood Plain Letter	\$ 93.00	95.00
Subdivisions:		
Final Map - Tract, minimum fee (MC 16.24.040J) ^{8 & 9}	\$ 1,195.00	1,222.00
Final Parcel Maps with Improvements, minimum fee ^{8 & 9}	\$ 307.00	314.00
Final Maps Amendment Review, minimum fee ^{8 & 9}	\$ 257.00	263.00
Inspections/Plan Review		
Inspections	Cost of service	
Public/ Subdivision Improvement Plan Check, minimum fee ^{8 & 9}	\$ 440.00	450.00
Abandonment Process		
Street/R-O-W Abandonment Process ⁹	\$ 878.00	898.00
Encroachment Permits ⁹ (MC 13.16.140):		
Regular	\$ 126.00	129.00
Special - Engineered Structures, minimum fee ⁸	\$ 276.00	282.00
Non-Engineered Structures, minimum fee ⁸	\$ 126.00	129.00
Annual Utility Encroachment Permit	\$ 194.00	198.00
Wide Load Permit with Traffic Control Plans - Per Year ⁸	\$ 90.00	do not adj Set by state
Wide Load Permit with Traffic Control Plans - One Time ⁸	\$ 16.00	do not adj Set by state
Street & Sidewalks:		
Exception Application	\$ 156.00	160.00

⁸ Time and materials costs may be added to minimum, when actual cost exceeds the minimum fee.

⁹ With the exception of Wide Load Permits, Encroachment Permits fees adjust annually based on the April Engineering News Record (ENR-CCR)

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Engineering

Stormwater fees:		
Single family:		
Planning review of preliminary stormwater plan	\$ 139.00	142.00
Building permit review of stormwater plan	\$ 182.00	186.00
Inspection of stormwater facility/erosion control	\$ 97.00	99.00
Other (per 6,000 sq ft lot area, or fraction thereof):		
Planning review of preliminary stormwater plan	\$ 139.00	142.00
Building permit review of stormwater plan	\$ 182.00	186.00
Inspection of stormwater facility/erosion control	\$ 97.00	99.00
Trees:		
Removal Permit (to trim, brace or remove, MC 12.08.110)	\$ 250.00	256.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Planning ¹⁰

Affordable Housing In-Lieu Funding Assistance Fee	\$ 529.00	541.00
<p>Applicants requesting assistance for affordable housing projects or programs with affordable housing in-lieu fees shall pay a base deposit fee of \$500 to conduct the necessary financial analysis to determine the justification of the fee assistance. All expenses associated with further financial analyses (real estate financial pro forma) shall be paid by the applicant and deposited into this fund to cover all City expenses. These fees will either be reimbursed to the applicant or credited toward other project fees, if the City Council determines that financial assistance from the housing in-lieu fee fund is justified.</p>		
Coastal Permits:		
Coastal Permit in combination with Conditional Use Permit	No Fee	
Coastal Permit (Administrative)	\$ 688.00	704.00
Single Family Dwelling, Multiple Dwelling, Office, Commercial, Convention, Industrial & Institutional	\$ 2,976.00	3,044.00
Additions greater than 10% to Single Family Dwelling in Coastal Appeals area (Planning Commission)	\$ 494.00	505.00
Emergency Permit (excluding required regular CDP)	\$ 620.00	634.00
Other Administrative:		
Tree Removal, private	\$ 237.00	242.00
Environmental:		
Categorical Exemption	\$ 84.00	86.00
Negative Declaration	\$ 1,024.00	1,047.00
Mitigated Negative Declaration	\$ 3,281.00	3,356.00
Filing Fee - for environmental document as per County	\$ 50.00	51.00
Environmental Impact Report - contract amount plus 25% attorney fees on all discretionary projects - cost	\$ 4,455.00	4,556.00
Department of Fish & Game CEQA document fee (pass through - see www.dfg.ca.gov for fee)		

¹⁰ At its July 10, 2012, meeting, Council voted to **not** increase planning fees at this time.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Planning ¹⁰

Miscellaneous:		
Letter regarding land use confirmation or other research - per hour	\$ 84.00	86.00
Development Agreement	\$ 4,455.00	4,556.00
Applicant Requested Continuance	\$ 109.00	111.00
Street Name/Rename Processing	\$ 394.00	403.00
Fine, in addition to permit - \$100.00 plus two times permit fee; plus \$50 per day - after notice. Deposit required.		
Request for Averaging Front Yard Setbacks (sq ft)	\$ 108.00	110.00
Appeals of City decisions excluding Coastal Permits in Coastal Appeal Jurisdiction - refundable if applicant prevails	\$ 250.00	do not adj
Copy of Planning Commission DVD	\$ 12.00	12.00
Notification fees:		
Planning Commission hearings	\$ 135.00	138.00
Administrative hearings	\$ 85.00	87.00
Special Event - based on actual personnel cost		
Planned Development Zone:		
Projects with planned development overlay (for construction of SFR in PD overlay zone) see CUP fees; for all other projects, if within waterfront master plan area, charge time and materials plus a deposit that is to be tiered based on size of the project (Council action 8/23/10).		

¹⁰ At its July 10, 2012, meeting, Council voted to **not** increase planning fees at this time.

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

**Public Services Department
Planning¹⁰**

Sign Permits:		
Sign permit	\$ 84.00	86.00
Sign Exception (CUP)	\$ 698.00	714.00
Pole Sign (CUP)	\$ 698.00	714.00
Fines:		
Temporary, beyond time allowed by Ordinance - per day after notice	\$ 10.00	10.00
Permanently attached signs w/o permit - per day after notice	\$ 21.00	21.00
Subdivisions:		
<i>Note: all subdivisions may be billed at direct cost</i>		
Tentative Parcel Map Application	\$ 3,173.00	3,245.00
Tentative Tract Map Application up to 10 lots/plus \$100.00 per lot over 10	\$ 4,231.00	4,327.00
Amendments to Existing Tract or Parcel Maps	\$ 2,271.00	2,323.00
Lot Line Adjustment	\$ 745.00	762.00
Certificate of Compliance (legal determination) - fee plus a deposit for extensive research as needed	\$ 513.00	525.00
Lot Mergers	\$ 206.00	211.00
Text Amendments:		
Zone Changes - deposit plus cost	\$ 4,455.00	4,556.00
Specific Plan	\$ 4,579.00	4,683.00
General Plan/Local Coastal Plan Amendment deposit plus cost	\$ 4,579.00	4,683.00
Annexations - deposit plus cost	\$ 4,821.00	4,931.00
Time Extensions:		
Time Extensions for CUP, regular Coastal Permits and Variance (Planning Commission)	\$ 513.00	525.00
Time Extensions for Tract Maps and Parcel Maps	\$ 513.00	525.00
Time Extensions - Administrative	\$ 43.00	44.00

¹⁰ At its July 10, 2012, meeting, Council voted to **not** increase planning fees at this time.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Planning¹⁰

Use Permits		
<i>Note: All Use Permits may be billed at direct cost at the discretion of the Public Services Director - scheduled fee would then be deemed as a deposit</i>		
<i>Note: All refund requests must be submitted in writing to the City and must include the permit number.</i>		
Conditional Use Permit	\$ 3,830.00	3,917.00
One SFR in a Planned Developed Zone or Bluff Area	\$ 581.00	594.00
Occupancy changes Commercial/Industrial (no construction)	\$ 494.00	505.00
Additions to non-conforming uses structures, not adding units or new uses	\$ 494.00	505.00
Minor Use Permit	\$ 529.00	541.00
Temporary Use Permit - longer than 10 days	\$ 529.00	541.00
Outdoor Display and Sales and Outdoor Dining	\$ 844.00	863.00
Administrative Temporary Use Permit - 7 consecutive or 10 non-consecutive days per calendar year	\$ 43.00	44.00
Amendments to Existing Permits (Planning Commission)	\$ 1,899.00	1,942.00
Major Modification While Processing	\$ 1,427.00	1,459.00
Minor Amendments to Existing Permits (Administrative)	\$ 180.00	184.00
Variances:		
Variance	\$ 2,359.00	2,413.00
Variances processed with other permits	\$ 709.00	725.00
Minor Variance	\$ 390.00	399.00
Parking Exceptions	\$ 120.00	123.00

¹⁰ At its July 10, 2012, meeting, Council voted to **not** increase planning fees at this time.

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

**Public Services Department
Water**

Water Service:			
Application (MC 13.04.07)	\$	25.00	Do not adj
Connection - Within City will be charged at cost (MC 13.04.100)			
Connection - Outside City will be charged at 2 x cost (MC 13.04.100)			
Connection - Subdivisions will be charged at owner expense (MC 13.04.100)			
Main Extension Approval will be charged at cost (MC 13.04.120)			
Temporary Service Application will be charged at cost (MC 13.04.150)			
Meter Installations/Connections:			
3/4 inch to 5/8 inch meter (water fee plus wastewater fee)	\$	1,320.00	1,350.00
1 inch to 1-1/2 inch meter	\$	1,771.00	1,811.00
2 inch meter and above	\$	Cost of service	
Meter Box Installation	\$	213.00	218.00
Temporary Water Meter Rental	\$	85.00	87.00
Water Meter Re-Read	\$	25.00	26.00
Reconnection (MC 13.04.310)	\$	45.00	46.00
After - Hours Water Meter Turn Off/On	\$	114.00	117.00
"Drop in" meter fee, up to 2 inches	\$.75 x regular meter fee	Do not adj
Relocation of water meter for customer convenience	\$	1.5 x regular meter fee	Do not adj
Water meter lock - cost of replacing damaged lock	\$	Lock + \$45	46.00
Circuses, Carnivals & Traveling Shows - Fire Hydrant (MC 13.04)			
Fire Hydrants - Contractor Use (MC 13.04.360):			
Meter Installation and Removal - per Council Resolution; will be charged at cost			
Meter Use - per day	\$	4.00	4.00
Water Cross Connection (MC 13.08.070B):			
Certificate of Compliance	\$	22.00	23.00
Water Usage (MC 13.04.220, sewer rates not included):			
Per Council Resolution			
Water Deposit:			
Refundable deposit - residential tenants only	\$	100.00	Do not adj

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Public Services Department Sewer

Sewer:		
Connection Permit - fee plus staff time for inspection (MC 13.12.010)	\$ 74.00	76.00
Extension - pro rated - to be charged at cost (MC 13.12.050)		
Use of Existing Sewer Permit - per Council Resolution (MC 13.12.090)		
Use Charges - per Council Resolution (MC 13.12.210)		
Discharge Fee - Recreational Vehicles and Campers (MC 13.12.250A, no charge)		
Discharge Fee - Tank Trucks and Commercial per truck, for each 1,000 gallon capacity (MC 13.12.250B)	\$ 7.00	7.00
Private Facility (MC 13.12.280, no charge)		
Minimum and Availability Charge - per Council Resolution (MC 13.12.090)		
Raising Manhole to Grade - cost of providing service		
Sewage Spill Cleanup - cost of providing service		
Spill in Right-of-Way Cleanup - cost of providing service		

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

UPDATE

Police Department (See Notes)

CPI 1.009

Permits & Licenses:		
Sex/Narcotic Registrant Fee	\$ 0.00	
Tow/Taxi Service Provider Application Fee	\$ 593.00	598.00
Taxi Operator Permit Application Fee	\$ 378.00	381.00
Taxi Operator Permit Application Renewal Fee	\$ 63.00	64.00
Second Hand Dealer Permit - City Application Fee (does not include Department of Justice fee)	\$ 315.00	318.00
Second Hand Dealer Permit renewal - City Application Fee (does not include Department of Justice fee)	\$ 157.00	158.00
Massage Therapist/Parlor Permit Application Fee	\$ 131.00	132.00
Police Copies:		
Report/Document Copies - per page	\$ 1.00	Do not adj
Support Services Manager Activity:		
Digital Photo Reproduction to CD - per hour, 1 hour minimum	\$ 53.00	53.00
Audio/Video Tape Reproduction - per hour, 1 hour minimum	\$ 53.00	53.00
Record Searches/Reviews/Clearance/Responses - per hour, 1 hour minimum	\$ 53.00	53.00
Officer Activity:		
Equipment Citation Sign Off	\$ 15.00	15.00
VIN Verification	\$ 31.00	No longer providing VIN verifications
Vehicle Impound Fee Administrative Costs (CVD 22850.5)	\$ 157.00	158.00
Abandoned Vehicle Removal (junk vehicles/parts)	\$ 315.00	318.00
Juvenile In Custody Service - per hour	\$ 68.00	69.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Police Department (See Notes)

Other Police Services:		
Firearms - seizure/storage (PC 12021.3- 33880)	\$ 53.00	53.00
State Mandated Costs		
Concealed Weapons Permit (does not include DOJ or other fees)	\$ 105.00	106.00
Renewal of Concealed Weapons Permit (does not include cost of ID card)	\$ 26.00	26.00
Subpoena Duces Tecum (does not include costs of report, etc.)	\$ 15.00	15.00
Delinquent Parking Citation Copy	\$ 2.00	2.00
Repossessed Vehicle	\$ 15.00	15.00
Booking Fees (current cost - cost is dependent on charges by County)	\$ 114.00	115.00
Live scan Fingerprint Fees (PC 13300(e))	\$ DOJ + \$20	20.00
Criminal History Review (PC 13322)	\$ 26.00	26.00
Cost Recovery		
DUI Emergency Response	Actual Cost	
False Alarm Response (after 3rd false alarm in a year)	\$ 210.00	212.00
No Cost Services:		
Bicycle License	\$ 0.00	
Voluntary Gun Registration	\$ 0.00	

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

**Police Department
(See Notes)**

CPI

Parking Fines:	<u>MBMC</u>	<u>Vehicle Code</u>		
Parking within a Parkway	10.40.020		\$ 53.00	53.00
No Parking Areas	10.40.030		\$ 53.00	53.00
Posted Restricted Parking	10.40.040		\$ 53.00	53.00
72-Hour Parking	10.40.060		\$ 63.00	64.00
Vehicle Repair on Public Street	10.40.080		\$ 53.00	53.00
Parking on Grade without Turning Wheels	10.40.090		\$ 53.00	53.00
Parking within Space Marking	10.40.110		\$ 53.00	53.00
Curb Markings (red, yellow, etc.)	10.40.120		\$ 53.00	53.00
Parking in Passenger Loading Zone	10.40.150		\$ 53.00	53.00
Parking in Alley	10.40.160		\$ 53.00	53.00
Limited Time Parking	10.40.170		\$ 53.00	53.00
Violating Diagonal Parking	10.40.190		\$ 53.00	53.00
No Stopping in Designated Area	10.40.200		\$ 53.00	53.00
Failure to Pay Established Fee	10.44.070		\$ 53.00	53.00
Failure to Display Receipt	10.44.070		\$ 53.00	53.00
Overnight Camping	08.24.010		\$ 111.00	112.00
Expired registration		4000(a)	\$ 53.00	53.00
Parking in Fire Lane		22500.1	\$ 167.00	169.00
Blocking Driveway		22500e	\$ 53.00	53.00
Blocking Wheelchair Access		22500L	\$ 108.00	109.00
Parking within 15' of Fire Hydrant		22514	\$ 116.00	117.00
Blocking Sidewalk		22500f	\$ 53.00	53.00
Blocking a Bus Stop		22500i	\$ 89.00	90.00
Blocking Intersection Gridlock		22526	\$ 184.00	186.00
Curb Parking 18" or Wrong Way		22502A	\$ 53.00	53.00
Parking in Bike Lane		21211b	\$ 53.00	53.00
Vehicle Abandonment on Street		22523	\$ 325.00	328.00
Handicap		22507.8A	\$ 298.00	301.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Police Department Notes

Permits & Licenses:

Tow/Taxi Service Provider application fee is the fee for application by a tow service provider or taxi service applying to do business in the City (does not include a business license fee). The application includes review by police staff, processing of application, inspection of tow/taxi vehicle(s) and in case of two service provider, inspection of impound yard.

Massage Therapist/Parlor permit application fee is an application fee to operate a new massage business (does not include City business license fee or DOJ fee). Includes police staff time to receive and review application, conduct background checks as required, and business inspection.

Police Copies:

All police copy costs are \$1.00 per page (except citations).

Support Services Manager Activity:

All record searches, reviews, clearance letters, responses, copies of photos, audio tapes and video tapes - 1 hour minimum charge

Officer Activity:

Abandoned Vehicle Removal - this is a charge levied against the registered or legal owner of a vehicle who abandons the vehicle or vehicle parts on a public street or place open to the public

Juvenile in Custody - this hourly fee may be charged to parents when a juvenile has been taken into custody, and the officer or employee must "baby-sit" the juvenile until the parent arrives. This hourly fee begins after the juvenile is processed, and the parents, or responsible adult, are called to respond. This fee is intended for parents or responsible adults that have extended response times, which requires an officer or employee to monitor the juvenile.

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Police Department Notes

Other Police Services:

Firearms seizure, storage and release administrative fees - PC 1202.3 (now PC **33880**) was enacted in 2005 and requires any person, who claimed title to any firearm that is in police custody and who wishes to have a firearm returned to him/her, must make application for a determination by DOJ (Department of Justice) as to whether he/she is eligible to possess a firearm. PC Section 12021.3(j)(1) allows the City to charge for administrative costs relating to the seizure, impound, storage or release of firearms.

State Mandated Costs:

Concealed Weapons Permit - PC Section 12054(a)

Subpoena Duces Tecum - EC 1563 (b)(1)

Delinquent Parking Citation Copy - VC Section 40206.5

Repossessed Vehicle - GC Section 41612

Booking Fees - set by County GC 53150 & 29550.1

Livescan Fingerprint Fees - PC 13300(e)

Criminal History Review - PC 13322

Cost Recovery:

DUI Emergency Response - MBMC 3.40.030

False Alarms Response - MBMC 9.22.020

Services:

Acceptance of Civil Subpoena/SDT fees are set by statute or other authority - Code #1563(b)(1)EC

Safekeeping Property Storage beyond 30 day written notice does not include outside storage fees

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Fire Department (See Notes)

Permits:		
Permit Inspection Fees:		
Any single permit identified in Title 24 CFC and not specifically addressed in the Master Fee Schedule	\$ 63.00	64.00
Any combination of permits shall not exceed	\$ 189.00	191.00
Special Occurrence or Use Permit (equipment & personnel charges additional)	\$ 63.00	64.00
Special Permits:		
Marine Welding Permit: Vessel, Pier, Wharf, Waterfront	\$ 42.00	42.00
Aircraft Landing Permit, per occurrence (required Fire standby equipment & personnel charges additional)	\$ 63.00	64.00
Knox Box installation/inspection, first box	\$ 42.00	42.00
More than one Knox Box per address, each additional box	\$ 10.00	10.00
Equipment & Personnel Charges		
Engine or Truck: per hour, per vehicle (personnel charges additional)	\$ 121.00	122.00
Squad/Rescue: per hour, per vehicle (personnel charges additional)	\$ 89.00	90.00
Utility/Command Vehicle: per hour, per vehicle (personnel charges additional)	\$ 42.00	42.00
Personnel charges: per hour, per person - 2 hour minimum, unless otherwise specified, at current productive hourly rate		
Plan Review Fees:		
Fire Plan Concept Review - personnel charges as specified in Equipment and Personnel Charges		
Plan Review - A charge of 0.3% of total valuation plus use of outside consultant for Plan Review & Inspection is based on actual cost plus fee	\$ 63.00	64.00
Additional Plan Review required by changes, additions or revisions to approved plans - personnel charges as specified in Equipment & Personnel Charges on a hourly basis plus actual cost of outside consultant for Plan Review		

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Fire Department (See Notes)

CPI

1.009

Fire Protection:		
System & Equipment Fees:		
Fire Sprinkler System Installation Inspection - (above ground)		
Residential - fee plus \$0.55 per head	\$ 63.00	64.00
Commercial - fee plus \$0.55 per head	\$ 315.00	318.00
Commercial projects or tenant improvements under 1,000 sq ft - fee plus \$.055 per head	\$ 102.00	103.00
Underground water line inspection	\$ 63.00	64.00
Fire Alarm System Installation Inspection		
0 - 15 devices	\$ 63.00	64.00
16 - 50 devices	\$ 105.00	106.00
51 - 100 devices	\$ 199.00	201.00
101 - 500 devices	\$ 288.00	291.00
501 and up, fee plus \$130 for each additional 100 devices	\$ 288.00	291.00
Specialized Fire Protection System Inspection, e.g., Halon, Dry Chemical Commercial Kitchen Hood System	\$ 63.00	64.00
Flammable or Combustible Tank Installation Inspection	\$ 63.00	64.00
On-site Hydrant System Installation Inspection	\$ 63.00	64.00
Use of Outside Consultants for Plan Review & and/or Inspection - fee plus actual cost	\$ 63.00	64.00
Request for Building Fire Flow Calculations	\$ 37.00	37.00
Request for Hydrant Flow Information	\$ 37.00	37.00
Request for Hydrant Flow Test - fee plus personnel & equipment as specified in Personnel and Equipment Charges, 1 hr min.	\$ 37.00	37.00
Engine company business inspection:		
1st and 2nd inspections	\$ 0.00	
3rd and subsequent inspections	\$ 78.00	79.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Fire Department (See Notes)

CPI

1.009

Fire Prevention:

New and annual business/facility inspection fees:

1st and 2nd inspections: no charge	\$ 0.00	
3rd and subsequent inspections	\$ 78.00	79.00
Administrative citation for failure to correct a violation shall be charged per 1.03.050 of the Municipal Code	\$ 105.00	106.00
Administrative citation for second violation of the same ordinance in the same year shall be charged per 1.03.050 of the Municipal Code	\$ 210.00	212.00
Administrative citation for third and each additional violation of the same ordinance in the same year shall be charged per 1.03.050 of the Municipal Code	\$ 525.00	530.00
Annual weed and hazard abatement inspection fees:		
1st inspection for compliance: no charge	\$ 0.00	
2nd and subsequent inspections	\$ 78.00	79.00
Administrative citation for failure to correct a violation shall be charged per 1.03.050 of the Municipal Code	\$ 105.00	106.00
Administrative citation for second violation of the same ordinance in the same year shall be charged per 1.03.050 of the Municipal Code	\$ 210.00	212.00
Administrative citation for third and each additional violation of the same ordinance in the same year shall be charged per 1.03.050 of the Municipal Code	\$ 525.00	530.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Fire Department (See Notes)

CPI

1.009

Incident Response Fees:

Hazardous Material/Chemical Incident:

No charge first half-hour (excluding negligent/intentional acts)

Each additional hour, or fraction thereof, will be charged as specified in the Personnel and Equipment Charges plus the cost of any materials

Negligent Incidents:

Response due to negligent/malicious act (e.g., DUI traffic accident, climber on Morro Rock, incendiary fire, negligent hazardous material incident, negligent confined space incident, etc.)

Two hour minimum to be charged as specified by Personnel & Equipment Charges plus any material costs and contract services used.

Excessive or malicious false alarms:

Emergency response due to "Failure to Notify" when working on or testing fire/alarm system

0.5 hours minimum to be charged as specified by Personnel & Equipment Charges.

Malicious False Alarms - .5 hour minimum to be charged as specified by Personnel & Equipment Charges plus any material costs.

Alarm system malfunction resulting in 2 in 30 days or 3 in 12 months - charged as specified by Personnel & Equipment Charges plus any material costs.

Other Fire Services

Copy of response report, per report	\$ 27.00	27.00
Additional copies, per page	\$ 1.00	Do not adj
Cause & Origin investigation reports, per report	\$ 111.00	112.00
Non-renewal of required annual permit - charge double permit fee rate		
Failure to obtain permit - charge double permit fee rate		
Missed site inspection appointment	\$ 41.00	41.00
Failure to meet permit requirements/requiring re-inspection	\$ 41.00	41.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Fire Department Notes

Permits - California Fire Code

See operational and construction permits identified in the California Fire Code, Appendix Chapter 1, Section 105

Special Occurrence or Use Permit includes 1 inspection

Plan Review Fees

Plan Review Fees are calculated based on total valuation to recover the cost of providing service.

Use of outside consultant for Plan Review and/or Inspection to be \$60 plus actual cost of consultant.

All Plan Review Fees shown are minimum amounts, based on average processing. Large or complex projects may be subject to increased fees based upon time, costs, or equipment costs as shown per Equipment & Personnel Charges.

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

UPDATED 6/27/13

**Harbor Department
(See Notes)**

CPI 1.02273

Vessel fees:			
Commercial fishing slips - monthly rate (per foot)	\$ 4.00	4.10	
Commercial fishing slip waiting list deposit	\$ 423.00	433.00	
Transient slips - monthly rate (per foot)	\$ 8.00	8.20	
Transient slips - daily rate (per foot)	\$ 1.00	1.10	
Head Float Berth - monthly	\$ 178.00	182.10	
Daily T-Pier rate/floating dock - first consecutive 90 days (per foot)	\$ 0.20	0.25	
City moorings - monthly	\$ 178.00	200.00	We are very under-market. Marina Square charges \$260/mo, Associated Pacific \$250/mo.
City moorings private tackle - monthly	\$ 78.00	80.00	Most private moorings are advertised at \$230-\$250/mo.
A1-5 Anchorage Area - 1-5 days (per foot)	\$ 0.00	-	Propose modest increases over a few years to get back to market rate.
A1-5 Anchorage Area - after 5 days (per foot)	\$ 0.20	0.20	Anchorage rate should be lower than the T-Pier rate (.25), so keeping Anchorage flat.
City-owned moorings - daily (per foot)	\$ 0.20	0.25	
Monthly impound rate (per foot) (non -impounded vessels)	\$ 6.85	7.00	
Impound mooring rate - daily (per foot) (impounded vessels)	\$ 0.61	0.65	
Temporary Moorage - large vessels/equipment (per day)	\$ 158.00	162.00	
Dry storage - daily	\$ 2.74	2.80	
Moorings transfer fee (flat rate)	\$ 1,048.00	1,072.00	
Service fees:			
T-Pier electrical - daily	\$ 2.23	2.30	
Electric cord replacement	\$ 150.00	155.00	
T-Pier hoist - per use	\$ 10.70	11.00	
T-Pier hoist - per day	\$ 20.10	21.00	
Fishing unloading - per hour	\$ 70.20	72.00	
Wharfage - per ton	\$ 0.80	0.85	

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Harbor Department (See Notes)

Liveaboard fees:		
Permit fee - biennial	\$ 53.00	55.00
Inspection fee - biennial (if done by MB Harbor Patrol)	\$ 128.00	131.00
Monthly service fee - moorings	\$ 15.00	15.50
Monthly service fee - slips	\$ 31.00	32.00
Lease site administration/services fees:		
Master Lease Approval	\$	810.00
Requiring City Council approval	\$ 396.00	405.00
Departmental approval	\$ 82.00	84.00
<p style="margin-left: 20px;">New fee. Master Lease Approval requires at least twice the staff & Council time to process</p>		
Vessel assistance:		
One Patrol Officer, one boat - per hour	\$ 176.00	180.00
Each additional Officer - per hour	\$ 66.00	68.00
Launch Ramp parking fee:		
Per hour	\$ 1.00	1.00
Maximum per day	\$ 5.00	5.00
Failure to pay established fee	\$ 53.00	54.20
Failure to display receipt	\$ 53.00	54.20
Annual fee	\$ 100.00	Leave at \$100 as it's calculated based on 20 days' rate @ \$5/day

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Harbor Department Notes

Any account past due over 10 days **on a monthly basis** will be charged a 10% ~~penalty~~ **late fee assessed on the total balance due on the account.**

Vessels requiring non-emergency assistance more than once in any six-month period may be charged a minimum of 4.5 hours at the set rate.

All dockage is based on a 36' minimum vessel length or length of the slip, whichever is larger.

Temporary moorage related to marine construction equipment or vessels of unusual size **requiring special accommodation** - see fees for Temporary Moorage - Large Marine Equip. or Vessel/**Equipment.**

A 10% discount is available for leased commercial slips and moorings when paid one year in advance. Account must be paid for entire year in advance.

Transient slip users shall be limited to 3 months in any slip as long as there are vessels appropriate to the slip size on the sublease waiting list.

The Harbor Director may waive dockage fees for Tall Ships visiting Morro Bay Harbor for any period less than 30 days with written notice.

Parking fee applies to the boat trailer spaces at the boat launch ramp, and Tidelands Park trailer and towing vehicle spaces. **Annual permits may be prorated to the nearest month.**

Any liveaboard application, submitted during the period January 1 through June 30, is good only for that fiscal year and the following fiscal year, but will be prorated by reducing the liveaboard application fee, stated herein, by 25%.

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

**Recreation and Parks Department
Facility Rentals**

CPI **1.009**

	<u>Non-Profit and Resident Groups</u>	<u>Non-resident Groups</u>	<u>For Profit Groups</u>						
COMMUNITY CENTER									
Auditorium	\$47/hr	\$75/hr	\$110/hr	47.00	48.00	75.00	76.00	110.00	111.00
Auditorium, one-half	\$30/hr	\$45/hr	\$66/hr	30.00	31.00	45.00	46.00	66.00	67.00
Multi-purpose room	\$25/hr	\$40/hr	\$61/hr	25.00	26.00	40.00	41.00	61.00	62.00
Lounge	\$22/hr	\$33/hr	\$49/hr	22.00	23.00	33.00	34.00	49.00	50.00
Studio	\$17/hr	\$25/hr	\$37/hr	17.00	18.00	25.00	26.00	37.00	38.00
Kitchen *	\$11/hr	\$19/hr	\$24/hr	11.00	12.00	19.00	20.00	24.00	25.00
Kitchen, 8 hours *	\$62	\$99	\$123	62.00	63.00	99.00	100.00	123.00	125.00
VETERAN'S MEMORIAL BUILDING									
Assembly, w/o kitchen	\$24/hr	\$33/hr	\$43/hr	24.00	25.00	33.00	34.00	43.00	44.00
Complete, w/o kitchen	\$27/hr	\$37/hr	\$49/hr	27.00	28.00	37.00	38.00	49.00	50.00
Meeting, w/o kitchen	\$20/hr	\$27/hr	\$36/hr	20.00	21.00	27.00	28.00	36.00	37.00
Kitchen & barbeque ¹¹	\$11/hr	\$19/hr	\$24/hr	11.00	12.00	19.00	20.00	24.00	25.00
Kitchen & barbeque, 8 hours ¹¹	\$62	\$99	\$123	62.00	63.00	99.00	100.00	123.00	125.00
TEEN CENTER									
Up to 20 participants	\$300	\$300	\$300	300.00	303.00				
21 - 30 participants	\$400	\$400	\$400	400.00	404.00				
31 - 40 (maximum = 40) participants	\$450	\$450	\$450	450.00	454.00				

Note: based on number of participants

¹¹ Kitchen only rentals permitted Monday - Friday; weekend rentals must be combined with room rental

ADDITIONAL FEES

Deposit: \$150, no alcohol or live music	Unscheduled overtime: \$44/hr								
\$500, alcohol and/or live music	Facility attendant(s): \$10/hr each								
\$50, Bounce House	Security guard(s): \$26/hr each								
Janitorial, non-refundable, per event based on group size:	Permit processing fee: \$8.00, non-refundable								
100 - 200 participants: \$53	Insurance: cost based on event size/type	53.00	54.00						
201 or more participants: \$105	Cancellations: 20% charge of invoiced costs	105.00	106.00						
Building set-up/breakdown: \$22/hr		22.00	23.00						
Veteran's Memorial Building stage use, set-up and breakdown: \$80 flat rate		80.00	81.00						

Don't adjust deposits

**City of Morro Bay
Master Fee Schedule
For the 2013/14 Fiscal Year**

**Recreation and Parks Department
Public Area Use Permits**

CPI **1.009**

	<u>Non-Profit and Resident Groups</u>	<u>Non-resident Groups</u>	<u>For Profit Groups</u>			
Del Mar Park Hillside or Meadow	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$134 /Day+Permit	\$134/Day+Permit	\$134/Day+Permit		136.00	136.00 136.00
Del Mar Basketball Courts ¹³	\$50/Permit	\$87/Permit	\$217/Permit	NEW		
Multi-Area, Entire Park, Multi Day Event	\$136/Day+Permit	\$136/Day+Permit	\$136/Day+Permit			
Del Mar Roller Hockey Rink ¹³	\$50/Permit	\$87/Permit	\$217/Permit	NEW		
Multi-Area, Entire Park, Multi Day Event	\$136/Day+Permit	\$136/Day+Permit	\$136/Day+Permit			
Del Mar Tennis Courts ¹³	\$50/Permit	\$87/Permit	\$217/Permit	NEW		
Multi-Area, Entire Park, Multi Day Event	\$136/Day+Permit	\$136/Day+Permit	\$136/Day+Permit			
Lila Keiser Park BBO or Fields ¹²	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event ¹²	\$134 /Day+Permit	\$134/Day+Permit	\$134/Day+Permit		136.00	136.00 136.00
Monte Young Tennis Courts ¹³	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$101/Day+Permit	\$101/Day+Permit	\$101/Day+Permit	NEW		
Tidelands Open Area	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$100 /Day+Permit	\$100/Day+Permit	\$100/Day+Permit		101.00	101.00 101.00
Cloisters Open Area	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$100 /Day+Permit	\$100/Day+Permit	\$100/Day+Permit		101.00	101.00 101.00
Bayshore Bluffs Open Area	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$100 /Day+Permit	\$100/Day+Permit	\$100/Day+Permit		101.00	101.00 101.00
Morro Rock Open Area	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$100 /Day+Permit	\$100/Day+Permit	\$100/Day+Permit		101.00	101.00 101.00
City Park Open Area	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$67/Day+Permit	\$67/Day+Permit	\$67/Day+Permit		68.00	68.00 68.00
City Park Basketball Courts ¹³	\$50/Permit	\$87/Permit	\$217/Permit	NEW		
Multi-Area, Entire Park, Multi Day Event	\$68/Day+Permit	\$68/Day+Permit	\$68/Day+Permit			
North Point Overlook	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$67/Day+Permit	\$67/Day+Permit	\$67/Day+Permit		68.00	68.00 68.00
Coleman Park	\$49/Permit	\$86/Permit	\$215/Permit		50.00	87.00 217.00
Multi-Area, Entire Park, Multi Day Event	\$67/Day+Permit	\$67/Day+Permit	\$67/Day+Permit		68.00	68.00 68.00
Coleman Basketball Courts ¹³	\$50/Permit	\$87/Permit	\$217/Permit	NEW		
Multi-Area, Entire Park, Multi Day Event	\$68/Day+Permit	\$68/Day+Permit	\$68/Day+Permit			
Deposit - Public Area Use Permit - \$150.00						
Deposit - Organized Sports Facilities - \$500.00						
Hourly and Park Use Fees						
Giant Chessboard - use Wooden Pieces	\$25	\$40	\$107			
Giant Chessboard - use Plastic Pieces (June, July, August)	\$9 N/C	\$10 N/C	\$11 N/C			
¹² Lila Keiser hourly field rental	\$4 without lights \$15 with lights	\$5 without lights \$17 with lights	\$6 without lights \$19 with lights			
¹² Lila Keiser field preparation	\$23	\$28	\$31			
¹³ Roller Hockey Rink, Basketball Court & Tennis Court Hourly	\$4.00	\$5	\$6			

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Recreation and Parks Department Miscellaneous Property Use

CPI **1.009**

	<u>Non-Profit and Resident Groups</u>		<u>Non-resident Groups</u>		<u>For Profit Groups</u>	
Recreation equipment rental, per bag ¹⁴	\$9.00	9.00	\$10	10.00	\$11	11.00
Includes one: Horseshoes, Badminton, Volleyball, Bocce Ball						
Soccer goal, hourly rate, 2 hr. min. ¹⁴	\$7.00	8.00	\$8	9.00	\$9	10.00
Skate park rental, 2 hr. min.	\$105	106.00	\$105	106.00	\$157	158.00
Photography/filming, per day ¹⁵	\$111 , outdoor	112.00	N/A		\$218 , outdoor	220.00
	\$147 , indoor	148.00	N/A		\$364 , indoor	367.00

¹⁴ Equipment rental deposit: \$50

¹⁵ Photography/filming deposit: \$1,000

Insurance cost is dependent on the size/type of event

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Transit (See Notes)

CPI

1.009

Fixed Route:		
Regular fare, per ride	\$ 1.50	1.50
Discount fare, per ride	\$ 0.75	0.75
Regular punch pass (11 rides for the price of 10)	\$ 15.00	15.00
Discount punch pass (11 rides for the price of 10)	\$ 7.50	7.50
Regular day pass	\$ 4.00	4.00
Discount day pass	\$ 2.00	2.00
Call-A-Ride:		
Fare, per ride	\$ 2.50	2.50
Call-A-Ride punch pass (11 rides for the price of 10)	\$ 25.00	25.00
Trolley :		
Fares:		
Per ride	\$ 1.25	1.25
Per ride, 5-12 years old	\$ 0.50	0.50
All day pass	\$ 3.00	3.00
Advertising:		
Exterior Side of Trolley (approx. 36"x20") - with supplied sign	\$ 367.00	370.00
Exterior Side of Trolley (approx. 36"x20") - MB Community Foundation supplied sign	\$ 418.00	422.00
Exterior Rear of Trolley (approx. 24"x20") - with supplied sign	\$ 315.00	318.00
Exterior Rear of Trolley (approx. 24"x20") - MB Community Foundation supplied sign	\$ 367.00	370.00
Interior (approx. 26"x12") - with supplied sign	\$ 157.00	158.00
Interior (approx. 26"x12") - MB Community Foundation supplied sign	\$ 185.00	187.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Transit (See Notes)

CPI

1.009

Trolley (continued):		
Rental rates:		
One day, within City Limits, per hour (2 hour minimum):		
Transportation of passengers to and from one location to another	\$ 105.00	106.00
Shuttle transportation (continuous loop with multiple stops); hourly plus cost of fuel		
	\$ 105.00	106.00
One day, outside City limits, per hour (3 hour minimum)		
Transportation of passengers to and from one location to another	\$ 105.00	106.00
Shuttle transportation (continuous loop with multiple stops); hourly plus cost of fuel	\$ 105.00	106.00
Multiple days, 2 consecutive days:		
Within City limits	\$ 1,704.00	1,719.00
Outside City limits; rate plus cost of fuel	\$ 1,704.00	1,719.00

City of Morro Bay Master Fee Schedule For the 2013/14 Fiscal Year

Transit Notes

Fixed Route:

A child, under 5 years old, may ride free with a fare-paying adult (limit 2 per fare-paying adult).

Senior citizens (65 & over) and mobility-impaired/disabled individuals are eligible for the discount fare. Senior citizens may be required to provide proof of age.

Call-A-Ride:

Call-A-Ride service is available to all members of the general public.

Trolley

Rides:

The trolley is seasonal, and operates weekends only from Memorial Day weekend through the 1st weekend in October, and on Friday and Monday from Memorial Day through Labor Day.

Children, under 5 years old, ride free (limit 2 per fare-paying adult).

Advertising:

The City has entered into a revenue-sharing agreement with the Morro Bay Community Foundation (MBCF). MBCF will sell advertising spaces on the trolleys, to include having signs made, and split the revenue, per the agreement. The agreement term is one year. Advertising rates in this Schedule apply to the May 2012 through October 2012 trolley operating season.

Discounts are available when purchasing more than one advertising space. Buy two exterior or interior signs and get a second sign @ 10% off; buy three exterior or interior signs and get the third sign @ 20% off; buy three exterior signs and get one interior sign @ 50% off.

Cost for space with MBCF sign includes the cost to have the sign made.

Rentals:

Hourly rate includes driver, fuel, cleaning, standby mechanic and administration, unless otherwise noted.

Trolley seats 30 passengers.

The trolley is only to be operated on paved roads (no dirt or gravel roads).

The trolley is to be returned to the City in the condition it was received by the renter. The renter shall be held responsible for any damages to the trolley resulting from the rental that is not due to the negligence of the City or its transit contractor.



AGENDA NO: A-12

MEETING DATE: 7/09/13

Staff Report

TO: Honorable Mayor and City Council **DATE:** June 20, 2013
FROM: Susan Slayton, Administrative Services Director
SUBJECT: Resolution No. 40-13 Establishing the Annual Proposition 4 Appropriations Limit for the Fiscal Year 2013/14

RECOMMENDATION

Adopt Resolution No. 40-13.

ALTERNATIVES

The City Council may elect to change the choice of population change to that of Morro Bay, which is 0.41%. Using that figure, the appropriations limit calculates at \$22,371,406, a net change to the Proceeds of Taxes under the Appropriation Limit of \$24,508. The alternative schedule is attached as part of Attachment B for City Council's review and possible implementation. If chosen, the Resolution would be amended prior to the Mayor's signing.

FISCAL IMPACT

None

SUMMARY

State law requires the adoption of an annual appropriations limit, which restricts the growth of tax-funded programs and services by limiting the appropriation of proceeds of taxes. As permitted by law, the City has chosen to use the most advantageous factor in calculating this limit for the City of Morro Bay, which is the County of San Luis Obispo population growth combined with the CPCPI. For the fiscal year 2013/14, the City of Morro Bay continues to remain well under its appropriations limit.

BACKGROUND:

Proposition 4, more commonly known as the Gann Initiative, was approved by the California electorate in November 1979. It is intended to restrict growth of tax-funded programs and services by limiting the appropriation of the proceeds of taxes to the 1978/79 base year limit, as adjusted annually for changes in population and inflation. Proceeds of taxes in excess of the appropriations limit, with some exceptions, must be returned to the taxpayers by refund or reduction in tax rates unless an extension of the limit is approved by majority popular vote. Proceeds of taxes include tax revenues and investment earnings related to those tax revenues, proceeds from licenses and users/charges to the extent that they

Prepared By: _____

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

exceed the cost to cover those services, and discretionary tax funds used for contingency, emergency, unemployment, reserve and retirement sinking funds, trust, or similar funds.

In June 1990, the California voters approved Proposition 111, amending the Gann Initiative to provide local agencies with the option of using either the city or county population change percentage (whichever is greater). Another provision of the amendment states that the Gann limit would be triggered only if tax proceeds exceed the limit for two consecutive fiscal years. Additionally, the proposition requires an annual review of the appropriations limit calculation by a qualified independent auditor in conjunction with the annual financial audit.

Government Code Section 7910(a) states: "Each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit and make other necessary determinations for the following fiscal year, pursuant to Article XIII B of the California Constitution, at a regularly scheduled meeting or noticed special meeting. Fifteen days prior to the meeting, documentation used in the determination of the appropriations limit and other necessary determinations shall be available to the public. The determinations made pursuant to this section are legislative acts."

Staff prepared the documentation on June 24, 2013, and it is available at City Hall, upon request.

DISCUSSION:

According to the estimates received from the California State Controller's office, the population of Morro Bay increased by 0.41 percent between January 1, 2012 and January 1, 2013, while the San Luis Obispo County population increased by 0.52 percent for that same time period. It is most advantageous for the City to use the larger of the two percentages, which is the County population growth factor this year. The California Per Capita Personal Income (CPCPI) increased by 5.12 percent. Applying these factors results in:

Prior year limit		\$21,194,880
Multiply by CPCPI change	x	1.0512
Multiply by SLO County change in population	x	<u>1.0052</u>
Equals	=	<u>\$22,395,914</u>

The fiscal year 2013/14 budget estimate of revenues from the proceeds of taxes is \$9,392,172, which is well below the appropriations limit by \$13,003,742.

The calculation of estimated proceeds of taxes for FY 2013/14 is shown in detail in Attachment A.

The calculation of FY 2013/14 Appropriations Limit is shown in Attachment B, along with a historical listing of prior year limits. The alternative schedule is also attached for review.

Attachment C is a copy of the State Controller's change in population estimates between January 1, 2012 and January 1, 2013. Attachment D is a copy of the State Controller's published CPCPI price factor with the cover letter.

RESOLUTION NO. 40-13

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MORRO BAY, CALIFORNIA,
ESTABLISHING THE ANNUAL PROPOSITION 4
APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2013/14**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, Article XIII B of the California Constitution restricts the appropriation of tax proceeds that the City receives in any given fiscal year; and

WHEREAS, the City has calculated the 2013/14 appropriations limit in accordance with the provisions of Article XIII B of the California Constitution; and

WHEREAS, Proposition 111 of June 1990 requires an annual election of the methodology used in the calculation of the current year appropriations limit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, to accept the calculation as prepared by the Finance Department, and establish the fiscal year 2013/14 appropriations limit at \$22,395,914.

PASSED AND ADOPTED, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 9th day of July 2013, by the following vote:

AYES:
NOES:
ABSENT:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk

CITY OF MORRO BAY
 APPROPRIATION LIMIT DOCUMENTATION
 FISCAL YEAR 2013/14

General	District Transit Tax	MTBTD	GGVR	GFER	GF FAC MAINT	Water Equip	Sewer Equip	Harbor Equip	CD Grants	Special Gas Tax	Lower Cost Visitors	Traffic Safety	SLESF COPS	Parking In-Lieu	Transit
3,651,059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,320,000	839,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,055,000	550,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
336,887	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14,000	-	-	-	-	-	-	-	-	-	314,133	-	-	100,000	-	338,970
9,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	250	-	-	600	-
275,000	-	-	-	15,000	61,898	-	-	-	-	-	-	-	-	-	-
24,500	-	-	-	-	-	-	-	-	-	-	-	30,000	-	8,000	-
869,609	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
34,257	-	102,168	-	-	37,491	-	-	-	-	-	-	-	-	-	41,200
9,070,912	839,000	652,168	-	15,000	99,389	-	-	-	-	314,133	250	30,000	100,000	8,600	380,170

Property taxes
 Other taxes:
 Sales tax
 Franchises fees
 Other
 Licenses/permits
 Revenue from other agencies:
 State
 State/County grants
 Federal grants
 Use of money and property:
 Interest
 Rent
 Fines/Forfeitures
 Charges for services
 Other revenues

Water	Sewer	Harbor	RM	Special Assessmt LMD	PEG	MB/CSD WWTF	GOV IMPACT	PARK IN-LIEU	STATE PARK MADRINA	HOUSING IN-LIEU	WATER ACCUM	SEWER ACCUM	BIKEWAY PATHS	HARBOR ACCUM	TOTAL ESTIMATED REVENUES
-	-	-	-	157,421	-	-	-	-	-	-	-	-	-	-	3,808,480
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,159,000
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	481,600
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,605,000
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	336,887
-	-	-	-	-	-	-	-	-	-	-	-	-	9,732	-	776,835
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,000
-	-	-	5,000	-	-	-	-	-	-	500	10,000	20,000	-	-	113,248
-	19,000	-	-	-	-	-	-	-	-	-	-	-	-	-	294,000
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62,500
3,465,000	3,675,000	1,663,512	545,000	-	-	3,649,267	-	-	60,000	-	-	-	-	-	13,968,588
-	25,000	4,300	-	-	-	-	-	-	-	-	-	-	-	-	203,216
3,465,000	3,719,000	1,667,812	550,000	157,421	-	3,649,267	-	-	60,000	500	10,000	20,000	9,732	-	24,818,354

Property taxes
 Other taxes:
 Sales tax
 Franchises fees
 Other
 Licenses/permits
 Revenue from other agencies:
 State
 State/County grants
 Federal grants
 Use of money and property:
 Interest
 Rent
 Fines/Forfeitures
 Charges for services
 Other revenues

**CITY OF MORRO BAY
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2013/14**

PROCEEDS OF TAXES CALCULATION**APPROPRIATION LIMIT CALCULATION**

	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	\$ 3,808,480	\$	\$ 3,808,480	1978-79	BASE YEAR		\$ 3,046,393
OTHER TAXES	4,764,000	481,600	5,245,600	1979-80	10.17%	1.38%	3,402,527
PERMITS		336,887	336,887	1980-81	10.53%	0.26%	3,770,591
REVENUE FROM AGENCIES				1981-82	9.12%	1.39%	4,171,660
STATE	776,835		776,835	1982-83	6.79%	2.04%	4,545,796
STATE/COUNTY GRANTS	-	-	-	1983-84	2.35%	1.81%	4,736,835
FEDERAL GRANTS	-	9,000	9,000	1984-85	4.74%	1.75%	5,048,185
USE OF MONEY & PROPERTY				1985-86	3.74%	1.62%	5,321,826
INTEREST	42,857	70,391	113,248	1986-87	2.30%	4.12%	5,668,530
RENT		294,000	294,000	1987-88	3.04%	2.93%	6,011,990
FINES & FORFEITURES		62,500	62,500	1988-89	3.93%	3.83%	6,487,570
CHARGES FOR SERVICES		13,968,588	13,968,588	1989-90	4.98%	3.92%	7,077,629
OTHER REVENUES		203,216	203,216	1990-91	4.21%	4.59%	7,714,137
	<u>\$ 9,392,172</u>	<u>\$ 15,426,182</u>	<u>\$ 24,818,354</u>	1991-92	4.14%	3.04%	8,277,721
				1992-93	-0.64%	1.00%	8,306,991
				1993-94	2.72%	1.86%	8,691,654
				1994-95	0.71%	1.40%	8,875,912
				1995-96	4.72%	1.60%	9,443,573
				1996-97	4.67%	2.31%	10,112,922
				1997-98	4.67%	2.06%	10,803,250
				1998-99	4.15%	2.70%	11,555,378
				1999-2000	4.53%	2.28%	12,354,234
				2000-01	4.91%	2.46%	13,279,663
				2001-02	7.82%	1.60%	14,547,223
				2002-03	-1.27%	1.80%	14,620,998
				2003-04	2.31%	1.32%	15,156,198
				2004-05	3.28%	1.15%	15,833,334
				2005-06	5.26%	1.19%	16,864,495
				2006-07	3.96%	0.73%	17,660,315
				2007-08	4.42%	0.96%	18,617,934
				2008-09	4.29%	1.12%	19,634,110
				2009-10	0.62%	1.01%	19,955,375
				2010-11	-2.54%	0.87%	19,617,710
				2011-12	2.51%	1.09%	20,329,315
				2012-13	3.77%	0.47%	21,194,880
				2013-14	5.12%	0.52%	22,395,914

PROCEEDS OF TAXES 9,392,172

PROCEEDS OF TAXES
UNDER APPROPRIATION LIMIT \$ 13,003,742

[1] Per City of Morro Bay 2013/14 Adopted Annual Budget.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).

ALTERNATIVE

CITY OF MORRO BAY
 APPROPRIATION LIMIT DOCUMENTATION
 FISCAL YEAR 2013/14

PROCEEDS OF TAXES CALCULATION

APPROPRIATION LIMIT CALCULATION

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				2005-06	5.26%	1.19%	16,864,495
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				2008-09	4.29%	1.12%	19,634,110
				2009-10	0.62%	1.01%	19,955,375
				2010-11	-2.54%	0.87%	19,617,710
				2011-12	2.51%	1.09%	20,329,315
				2012-13	3.77%	0.47%	21,194,880
				2013-14	5.12%	0.41%	22,371,406

PROCEEDS OF TAXES 9,392,172

PROCEEDS OF TAXES
 UNDER APPROPRIATION LIMIT \$ 12,979,234

[1] Per City of Morro Bay 2013/14 Adopted Annual Budget.
 [2] Per State Department of Finance (per capita personal income).
 [3] Per State Department of Finance (population growth of City or County, whichever is greater).

Fiscal Year 2013-14

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	<u>Percent Change</u>	<u>Population Minus Exclusions</u>		<u>Total</u>
	2012-2013	1-1-12	1-1-13	1-1-2013
San Luis Obispo				
Arroyo Grande	0.60	17,292	17,395	17,395
Atascadero	0.62	27,393	27,562	28,687
El Paso De Robles	0.92	30,227	30,504	30,504
Grover Beach	0.36	13,163	13,211	13,211
Morro Bay	0.41	10,275	10,317	10,317
Pismo Beach	0.53	7,676	7,717	7,717
San Luis Obispo	0.51	45,312	45,541	45,541
Unincorporated	0.41	113,219	113,683	118,805
County Total	0.52	264,557	265,930	272,177

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



May 2013

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2013, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2013-14. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2013-14 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website:
<http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2013.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS
Director
By:

MICHAEL COHEN
Chief Deputy Director

Attachment

May 2013

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2013-14 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2013-14	5.12

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2013-14 appropriation limit.

2013-14:

Per Capita Cost of Living Change = 5.12 percent
Population Change = 0.79 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.12 + 100}{100} = 1.0512$

Population converted to a ratio: $\frac{0.79 + 100}{100} = 1.0079$

Calculation of factor for FY 2013-14: $1.0512 \times 1.0079 = 1.0595$



AGENDA NO:	A-13
MEETING DATE:	07/09/2013

Staff Report

TO: Honorable Mayor and City Council Members **DATE:** June 25, 2013
FROM: Susan Slayton, Administrative Services Director
SUBJECT: Annual Activity Report for the Service Retirement Incentive (SRI) Program

RECOMMENDATION

The City Council to review and file this report.

ALTERNATIVES

1. There are no alternatives to offer as this is an informational item only.

FISCAL IMPACT

For FY 2013/14, there were no applications received by the May 31, 2013 deadline, resulting in no cost associated for this program.

SUMMARY

At the March 26, 2013 City Council meeting, the City Council established the requirement for an annual reporting on the Service Retirement Incentive Program activity for the fiscal year. This agenda item satisfies the requirement.

BACKGROUND

During the budget process for the 2012/13 fiscal year, the City Council offered an SRI program to all benefitted employees, who were eligible to retire. The program offered a lump-sum incentive of \$10,000, or its pro-rated portion to those employees who aren't full-time, benefitted employees, to be paid to those who committed to retire by December 31, 2012. In order to be eligible for the lump sum payment, the employee was required to complete an agreement by May 31, 2012, memorializing their commitment to retire prior to December 31, 2012. We have offered this or a similar program every year, beginning with the fiscal year 2009/10, resulting in 11 employees taking advantage of it.

On March 26, 2013, staff presented the City Council with an agenda item to approve the annual 2013/14 Service Retirement Incentive Program (D-3, copy of minutes attached). At that meeting, the City Council requested that an annual activity report be provided to Council each July.

Prepared By: _____	Dept Review: _____
City Manager Review: _____	
City Attorney Review: _____	

DISCUSSION

Since its inception, a total of 11 CalPERS Tier 1 retirement formula employees have benefitted from the SRI program. As a direct result, seven replacement employees have been hired into our Tier 2 CalPERS retirement formulas, and zero Tier 3 employees have been hired.

The savings recognized on these retiree replacements is salaries (\$169,745) and benefits (97,503), broken down by department as follows:

- Administration: \$2,100
- Police: \$17,856
- Fire: \$58,661
- Public Services: \$128,715
- Rec & Parks: \$45,926
- Enterprises: \$13,990

For the 2013/14 fiscal year, no SRI applications were submitted.

For the City Council’s information, the following are the numbers of employees in each of the City’s retirement plans as of June 25, 2013, sorted by tier and retirement group:

Tiers	Police and Harbor Safety	Fire Safety	Miscellaneous	Total
Tier 1	14	8	48	70
Tier 2	7	2	13	22
Tier 3	1	0	2	3
Totals	22	10	63	95

Notes:

1. Unfilled, budgeted positions
 - a. Police and Fire Safety each have one budgeted vacancy (Police Officer and Firefighter/Engineer), which, depending on the type of employee hired, will fall either under the Tier 2 or Tier 3 programs.
2. Requirements for Tier 1, Tier 2 or Tier 3 retirement formula placements
 - a. All Tier 1 retirement plans are closed to new hires.
 - b. Tier 2 retirement plans: any new hire, who **has been** in the CalPERS system and **not out** of it for more than six months, falls under the Tier 2 plan.
 - c. Tier 3 retirement plans: any new hire, who has been **out** of the CalPERS system for more than six months, or **has never been** in the CalPERS retirement system, falls under the Tier 3 plan.
3. Not all Tier 2, and none of the Tier 3, Retirement formula employees were hired as a result of the SRI Program, but instead as a result of vacant positions due to employee resignations.

~~Councilmember Smukler feels that 50 is significant, that the ideas are positive, he likes the incorporation of a theme into the year's events, he is also supportive of a Resolution as soon as possible. He does have some caution regarding City funding at this time.~~

Mayor Irons thought it would be good to provide some kind of kick-off notice letting the public know how they can help. He feels that coming back to Council in 30 days with a kickoff notice, an idea of what they plan on doing as well as a request for funding support would be appropriate.

Councilmember Nancy Johnson feels that waiting 30 days will work out as we are headed into our budget process. The most important thing is the recognition that this is a celebration of the incorporation of our City and it needs City support.

Councilmember Christine Johnson realizes that meeting places are often difficult to come by; the City could offer support by allowing meeting space free of charge.

By Council consensus, Councilmember Nancy Johnson and Leage were designated as City liaisons to the City's 50th Anniversary Celebration Committee.

~~MOTION: Mayor Irons moved staff bring back a Resolution in support of this event to include providing City facilities for meetings at no cost. The motion was seconded by Councilmember Nancy Johnson and carried unanimously 5-0.~~

D-3 APPROVAL OF THE SERVICE RETIREMENT INCENTIVE (SRI) PROGRAM;
(ADMINISTRATIVE SERVICES)

Administrative Services Director presented the staff report

Mayor Irons opened up the public comment period for Item D-3.

Barry Brannin feels that this is a wonderful program but is not in favor of having the program continue in perpetuity. He feels it necessary to come back to Council every year.

Mayor Irons closed the public comment period for Item D-3.

Councilmember Smukler was also concerned about this program continuing in perpetuity. He wondered how we can ensure the cost savings are being tracked.

Councilmember Nancy Johnson stated that as long as they were getting an annual report, she is comfortable in the program as presented.

Councilmember Christine Johnson would be comfortable in putting a 2 year limit, she is uncomfortable with "in perpetuity".

Mayor Irons is struggling with the idea of incentivizing employees to retire.

Councilmember Smukler struggled with this program when it was first brought forward but he also realizes that the PERS rates at the higher percentages are more than we can sustain. He supports this program but not in perpetuity.

Mayor Irons would like to approve this annually as well as have staff come back with an annual detailed financial fiscal impact report.

MOTION: Councilmember Christine Johnson moved approval of the Service Retirement Incentive Program with an annual reporting requirement every July to include proper financial fiscal data. The motion was seconded by Councilmember Smukler and carried 3-2 with Councilmembers Nancy Johnson and Leage voting no.

D-4 ~~CONSIDERATION OF THE ADDITION OF TWO MEMBERS FROM THE GENERAL PUBLIC FOR THE SELECTION OF A CONSULTANT FOR THE DEVELOPMENT OF A NEW WATER RECLAMATION FACILITY (WRF); (PUBLIC SERVICES)~~

Mayor Irons requested that Public Services Director Rob Livick present the staff report.

Mayor Irons opened up public comment for Item D-4.

Brad Snook stated that the Surfrider Foundation has been involved with this issue since before the appeal. Surfrider would like to continue being a part of the process and would encourage the City Council to have a seat available to a Surfrider member.

Mayor Irons closed public comment period for Item D-4.

Councilmember Nancy Johnson has serious concerns about the way this process has been set up. The turnaround time is too quick. She also feels that as a member of the Council who wasn't considered for the Selection Committee, she has concerns about how these committee members will be selected. She feels it could be a very one sided situation.

Councilmember Smukler stated that these appointments will be made by Council as a whole at a public meeting. The basic foundation in selecting this position is to get public buy-in as well as get as diverse a background and experience level as possible.

Mayor Irons reinforced that the selection process will be in a public forum and hopes this can be supported so that we can move forward. He was perplexed by Councilmember Nancy Johnson's assertions that she was excluded from the selection process.

Councilmember Nancy Johnson firmly believes in the public process. She also restated her concern about the turnaround time, April 2nd is only one week away; if we want to do this at the April 9th meeting, we should at least allow people to apply through the end of next week. She is also concerned that the 3-2 Council will select those that follow their agenda.

Councilmember Leage also feels that these people have already been selected.



AGENDA NO: C-1

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council

DATE: July 1, 2013

FROM: Eric Endersby, Harbor Director

SUBJECT: Consideration of Redevelopment Projects Proposed for Lease Sites 62/62W (Kayak Horizons – Krueger) and 63-64/63W-64W (Gray's Inn - Gray)

RECOMMENDATION

Staff recommends that the Council consider the alternatives and provide staff direction. Staff is recommending Alternative A.

ALTERNATIVES

- A. Accept the Leaseholders' proposals, direct Leaseholders to file their Applications with the Planning Division, and authorize staff to begin lease negotiations with the Leaseholders for their proposed redevelopments. In the case of 63-64/63W-64W, Assignment and Assumption of the lease would have to first be approved in the proposal being offered.
- B. Direct staff to prepare and bring back individual Requests for Proposals (RFPs) for the sites to be redeveloped and owned individually.
- C. Direct staff to prepare and bring back one RFP for combining the sites under single leaseholder redevelopment and ownership.

FISCAL IMPACT

Nothing significant expected with 62/62W; the existing lease is relatively modern and contains modern terms and conditions. Increased revenue expected as the Pipkin lease on site 63-64/63W-64W is retired and replaced with a modern lease that would include percent of gross sales requirements in addition to property re-appraisal and new Base Rent adjustment every five years.

SUMMARY

The Leaseholder on lease site 62/62W has proposed a redevelopment project on their site. As requested by the City, they have submitted a preliminary concept proposal for public comment and Council consideration.

Prepared By: _____

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

The Leaseholder on lease site 63-64/63W-64W has proposed an Assignment and Assumption of the site by new buyers, and a redevelopment proposed by those new buyers is attached for public comment and Council consideration.

Council is being asked to consider the proposals and provide staff direction on the alternatives.

BACKGROUND

Lease site 62/62W (Kayak Horizons) is a 23-year City lease originally entered into in 1995 that expires in September 2018. Lease Site 63-64/63W-64W (Gray's Inn) is a 50-year Pipkin lease originally entered into in 1968 that also expires in September 2018. Both sites are nearing the last five years of their terms.

Pursuant to the Lease Management Policy, the Leaseholders of Kayak Horizons have submitted a written proposal for a redevelopment project on the site in exchange for a new lease. A copy of that proposal is included with this report. This site is one of the smallest lease sites on the waterfront. Staff originally brought this proposal forward at the June 11, 2013 City Council meeting, however, Council deferred considering the proposal until it could be brought forward at the same time as Gray's Inn so that the aspect of possibly combining the sites could be considered.

The Leaseholder of Gray's Inn is currently in negotiations with potential buyers of the site, Todd and Tamara Gray-Baston. The Bastons have submitted a written proposal for acquiring the lease and implementing a redevelopment project on the site in exchange for a new lease. A copy of that proposal is included with this report.

DISCUSSION

For Tidelands Trust Leases from Beach Street to Tidelands Park, the City's Lease Management Policy states:

“In this area, the City controls land and water areas. In this area tenants are encouraged to propose redevelopments of lease sites to improve public benefits on these sites, enhance the Embarcadero business environment, and renegotiate leases to modern terms. To help accomplish this, and to provide tenants motivation not to let long-term leases run to the very end of their terms with degraded building/improvements, and under market lease terms, the City will generally not renew leases with existing tenants in this area if they allow their leases to run to a term of less than five years remaining.”

In addition, the City's Lease Management Policy states that it will use the following standards for determining whether it should negotiate a new lease with a tenant:

A. The tenant has a good history of performance and lease compliance and the improvements on the site are well maintained. Example standards for determining “good history” of lessee performance are:

1. The tenant's record with respect to the prompt and accurate payment of rent due the City;
2. The tenant's record of compliance with existing lease conditions;
3. The appropriateness of the proposed tenant business with respect to the total mix of uses and services available to the public and with respect to the long-term planning goals of the City;
4. The tenant's financial and personal investment in tenant business and the leasehold improvements;
5. The contribution to the surrounding business community made by the tenant's business;
6. The quality of direct services to the public provided by the tenant and its business;
7. The value received by the public in goods or services.
8. The total financial return to City from the leasehold;
9. Other pertinent considerations as may be appropriate as determined by the City Council.

Pursuant to the Lease Management Policy, the Leaseholder of Kayak Horizons has submitted a concept redevelopment proposal. The proposal consists of removal of the existing one-story storage building in the southwest corner of the site to open up the views, addition of the waterside walkway to eventually connect to the neighboring lease site to the north (Gray's Inn), remodeling of the existing dock including addition of a small storage shed on the dock, and general updating and refurbishing of the site and main building.

While the Leaseholder of Gray's Inn has not submitted a redevelopment proposal because they wish to retire from running the Inn and Gallery, she is actively in negotiations to sell the site to a couple that has submitted their desire to acquire the site along with a concept redevelopment proposal. The proposal consists of providing an eight-foot street-side sidewalk, an eight to ten-foot lateral access boardwalk on the water side to connect with the adjoining lease sites north (Salt Building) and south (Kayak Horizons), enhancing the view corridor between the Inn and Kayak Horizons, maintenance of the existing slips, and additional ADA compliance on the site.

Alternative A is would accept the individual Leaseholders' proposals and direct staff to begin negotiating preliminary terms and conditions of new leases, while concurrently working with them on furthering the details of their proposed projects. While this is occurring, the Leaseholders would file Applications with the City Planning Division to begin their development processes. Since the proposal on Gray's Inn entails acquisition of the lease by a new party, the normal Assignment and Assumption approval process would have to occur prior to lease negotiations and submission of the redevelopment Application by the proposed new owners.

Alternative B would put the lease sites out for individual RFPs. The existing Leaseholders could submit proposals in this alternative. Should this alternative be chosen, staff will begin work on crafting RFPs for future Council approval.

Alternative C would put the lease sites out for one RFP that would combine them under a single leaseholder redevelopment project and ownership. Again, should this alternative be chosen the existing Leaseholders could submit proposals. However, neither party has proposed to take over the redevelopment and operation of the lease of their neighbor. Should this alternative be chosen, staff will begin work on crafting an RFP for future Council approval.

Staff is recommending Alternative A since neither proposing party has proposed to take over the neighboring site, both Leaseholders are tenants in good standing with a "good history of lessee performance," and the Leaseholder of Gray's Inn is actively pursuing sale of her site after a long tenure of good tenancy.

CONCLUSION

The Leaseholder on the Kayak Horizons lease site has proposed a redevelopment project for a new long-term lease, while the Leaseholder on the Gray's Inn lease site has proposed an Assignment and Assumption of the lease to be followed by a redevelopment project by the new owners for a new long-term lease. Based on the Leaseholders' proposals on their successful and well-maintained lease sites, staff recommends Alternative A as outlined.

City of Morro Bay Harbor Department
1275 Embarcadero
Morro Bay, CA 93442
Attn; Eric Endersby, Lori Stilts & Robert Schultz



From: Dennis and Deborah Krueger
Leaseholders Site 62,62W
551 Embarcadero
Morro Bay, CA 93442

Request for consideration for lease renewal.

- 1) Brief history of the use of lease site 62/62w by Kruegers dating from Aug. 2004.
- 2) Conceptual Plan for redevelopment of lease site.
- 3) Summary and Formal Request to City to renew the lease.

History

My wife and I agreed to purchase from previous lease holders in the spring of 2004. Price to include Improvements, Existing Business/Equipment (Kayak Horizons) and Leasehold rights.

I had several meetings with city staff prior to making an offer on the property. My biggest concern, naturally, was that the existing lease ended in 2018. We were assured that existing lease holders were given a fair chance to renew the lease under the guidelines of the Harbor Lease Management Policy 2001. After going over these guidelines with city staff we decided to go through with the purchase.

Our goals when we took over the existing lease was to be a good leaseholder, get along with the neighboring lease sites, build the existing business and do what was necessary to get the city to grant a new lease for a longer period.

Eight years later I can say that we have been good tenants, built the business and developed a friendly working relationship with adjoining leaseholders, the Yacht Club and Grays Inn. We've stayed in contact with the city proposing different development ideas and seeking input.

On page 4 of the Harbor Lease Management Policy 2001, under Lease Renewal, there are 9 standards used when considering whether to negotiate a new lease with existing tenants. Please take the following information into consideration when applying these standards.

#1 "prompt accurate payments". Our lease payments have always been on time, as have insurance binders, gross receipts forms, etc. We have been audited by the city and congratulated on our record keeping. Property taxes paid when due.

#3 "appropriateness of proposed tenant to mix of uses". Kayak Horizons has been at this location on the waterfront since 1995, one of the longest running businesses on the Embarcadero. My goal was to build the business and have been very successful at that.

#4 "Tenants financial and personal investment". We have a huge financial investment in property and business. Literally hundreds of thousands of dollars. Without a new lease there is no value. No one would pay to take over the lease or buy my business knowing they could lose the site in 2018.

#5 "contribution to surrounding business community". How many businesses actually draw people into Morro Bay? I have people come to my business everyday that have driven here to kayak. While here they eat, buy gas and shop other businesses. Kayak Horizons contributes to the overall health of our business community. We are Members of the Morro Bay Chamber of Commerce and Merchants Assoc.

#6 "quality of direct services to the public". We have built the business by being friendly and professional. Thousands of people come to our business each year. Many are repeat customers. They leave having experienced our Bay in its best form, on the water. I am an Ambassador for Morro Bay and enjoy sharing my love for the water and all that goes with it. I volunteer with the Morro Bay Estuary program and have gained a lot of knowledge about the local eco-system that I share with tourists and locals.

#7 "value received by public". Kayaking is an activity that can be enjoyed by the whole family. We use top of the line equipment combined with friendly professional service. Customers get good value for their money. Our business promotes a healthy activity, causes no pollution, and generates no garbage. In fact, our customers routinely bring back garbage they've found while enjoying the bay and sand spit. In addition, Kayak Horizons contributes to many fundraising activities including, Big Brother's Big Sister's, Women's shelter, Senior Nutrition Program, School Booster clubs, PTA's, Friends of the Elephant Seal, etc. Approx. 35/50 a year.

#8 "total return to city". Clean, healthy family oriented business. Locally owned. Lease site has great curb appeal and adds to the charm of "Morro Bay as an old fishing town" ambiance. A lot of customers come to Morro Bay to rent from us, then stay to eat, shop and enjoy our community.

Category "B" under Lease Renewal, lists the zoning areas on the waterfront and the considerations for lease renewal. Site 62,62W falls under #2, Beach Street to Tidelands Park. It states tenants are encouraged to propose redevelopment prior to 5 years to end of the lease. Our lease ends in Sept. 2018. So, am trying to get an early start communicating to the city our desire to continue on as lease holders and propose redevelopment ideas for your consideration in the hope that you will renew this lease.

Existing Use Of Lease Site 62/62W

The lease site is located on the NW corner of Embarcadero and Driftwood St. Land site 62 is approx. 80 x 30 ft. Water site 62W is approx. 65 x 30 ft. which includes a 15 ft. extension out into the channel that other lease holders don't have. Street address is 551 Embarcadero. The improvements consist of a two story structure, a small equipment shed, deck areas and docks. Buildings take up approx. 60% of land site. There are two off street parking spaces currently on street side of buildings. The structures are older, in good condition and have good curb appeal as you drive, or walk the Embarcadero.

The business, Kayak Horizons, is run out of the main level of the two story structure. We have a retail store there. There is a small office space on second floor. The shed houses rental equipment and the docks are where we store the rental kayaks and put the people on the water. There are new and used kayaks on racks in front of the building and around the other structures.

Conceptual Plan

I've studied the guidelines of the Morro Bay Waterfront Master Plan. View Corridors, sidewalk setbacks, waterfront walkways, second floor setbacks, maximum square footage requirements, height requirements, Coastal Commission, etc. all come into play when considering the different options to redevelop the site. My goal is to work with the city to come up with a plan that gives them what they require while taking into consideration lease site size, location, curb appeal and potential return on investment.

We would redevelop site 62/62W using the guidelines in the Master Plan for a corner lot. Eight foot sidewalks, with setbacks. 45% corners street side and water side to enhance view corridors. Minimum 8 foot walkway water side for pedestrian traffic tied in to adjoining walkways for other lease holders. New Ramp and upgrade of floating dock on water lease.

Finished product would feature the removal of existing one story storage building on SW corner of land lease that is used now for drying the Life Jackets and misc. This would open up the view corridor substantially. Water side walkway would be built over existing escarpment with new ramp to docks below. Existing structure and other improvements would be upgraded during construction period to refresh whole property at the same time. Improvements would include remodeling the dock and replacing anything that needed to be replaced. Adding a small addition to existing building (water side) to store life jackets and rental gear. Paint and other upgrades to main structure that now houses the Kayak Accessories Store and Office Rental upstairs. Basically, a general make-over enhancing the existing ambiance the property already has.

We'd be asking the city to re-write the existing lease that expires September 30, 2018 to add another ten years. New lease to expire September 30, 2028. We understand that this would be a completely new lease reflecting current Morro Bay guidelines for leaseholders.

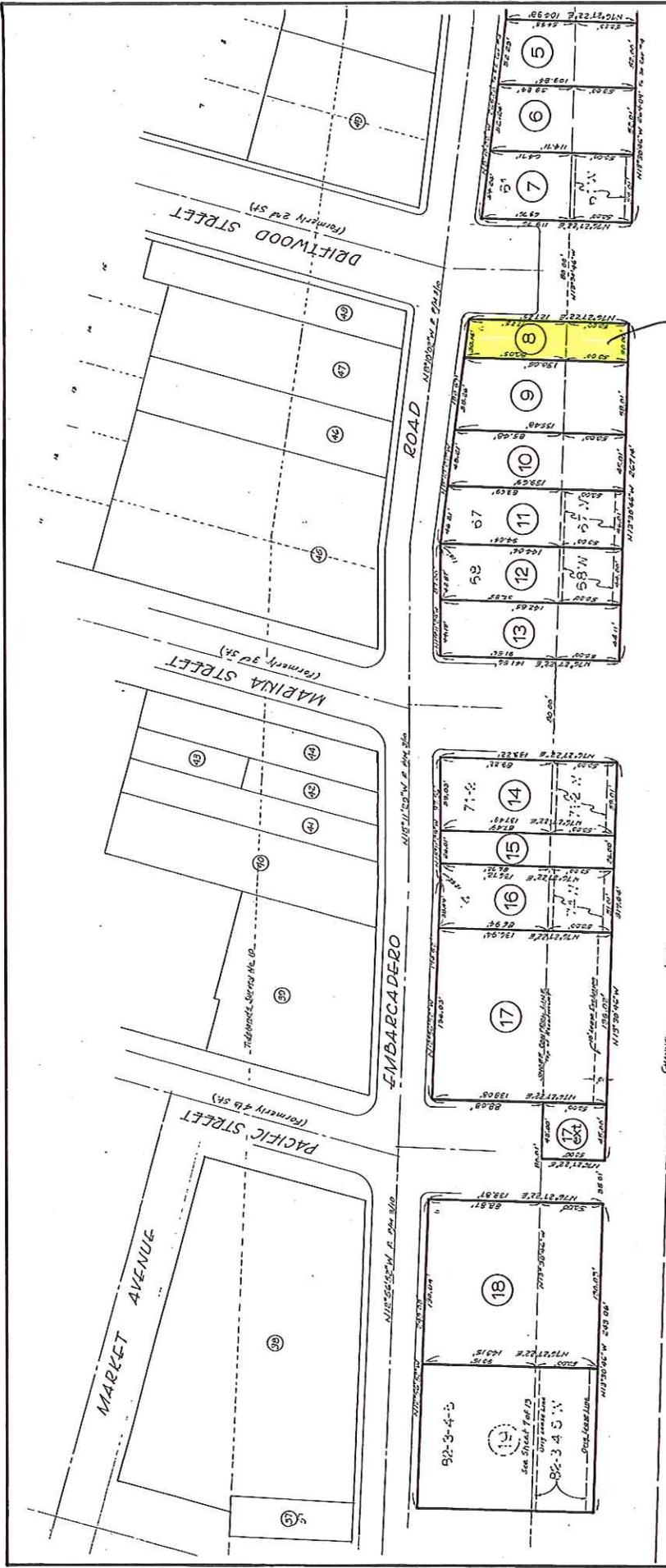
Summary

We feel the finished product will enhance the water side of the Embarcadero and continue to make it a pleasant place for tourists and locals to bring their families.

We would very much like to continue as the leaseholders of site 62/62W. We have a large financial and emotional investment in the property. And have tried to be the best lease holders that Morro Bay has. Our business, Kayak Horizons, is well known and contributes to the overall health of the Morro Bay business community. A very small percentage of our customers are walk up, spur of the moment, paddlers. People come to Morro Bay to kayak and then stay and eat, buy gas, shop in the waterfront shops or visit other businesses here. We advertise extensively and contribute to over 40 different fundraising activities in SLO county and other places.

Dennis Krueger

2471 Koa Ave.
Morro Bay, CA 93442
Hm. 805-771-9619
Cell. 805-215-9816
Bus. 805-772-6444



62/62w

See Sheet 7 of 13

See Sheet 9 of 13

LEASE SITES MAP

CITY OF MORRO BAY, SAN LUIS OBISPO CO, CALIF.
Scale 1" = 50'

GARING, TAYLOR, & ASSOC., INC.
Arroyo Grande, California
95321



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City of Morro Bay Harbor Department
1275 Embarcadero
Morro Bay, CA 93442
Attn: Eric Endersby and Lori Stilts

From: Todd Baston and Tamara Gray-Baston
409 Pioneer Drive
Glendale, CA 91203

Request consideration of lease purchase and renewal for Lease Site 63-64/63W-64W based on purchase of remaining lease held by present lease holder, Josie Gray, along with the redevelopment of site according to city recommendations.

Introduction

My husband, daughter and I have vacationed in Morro Bay for over twenty years. Our vacations started with camping at one of the state parks, then staying several nights at the El Morro Masterpiece Motel or the Embarcadero Inn. On a walk to the glass bottom boats we discovered Grays Inn and booked for the following year. We have stayed there a week every year for the Fourth of July festivities. Grays Inn held the peaceful charm that we find consistently at Morro Bay and Josie and Robert Gray became our summer family.

This proposal designs provisions for the purchase of Grays Inn and the remaining lease, and sets forth implementing city guidelines for the extension of the lease beyond the remaining five years. These designs will also maintain the integrity of Grays Inn while preserving the history, and quiet pacific appeal that has inspired our family and others to return here each year.

Current Status

We, Todd Baston and Tamara Gray-Baston, are negotiating the purchase of the Grays Inn with the present owner, Josie Gray. The price is to include the business, improvements, existing lease and leasehold rights. We have talked to Lori Stilts regarding our plans at which time she advised us of procedures and sent development guidelines to assist in the process.

Our goals are to take over the existing lease, collaborate with the city and neighbors to develop city mandated improvements, secure an extension of the lease beyond the present owners five years, and to build the existing business into a thriving contributor of the Morro Bay Business Community.

City Recommendation and Guidelines

The City's recommendations and guidelines have been studied and considered in the renovation of the above mentioned site with the following plans:

Enhance viewing corridor

- Remove small storage structure at south side of facility
- Redesign shrubs, fence, and sidewalk to provide more visual access.

Street side pedestrian walkway

- Increase street sidewalk to 8 feet
- Remove and relocate street side signs

Waterfront walkway

- Develop 8 foot waterfront pedestrian walkway
- Collaborate with neighboring lease holders in the development and construction

Maintenance program

- Maintain a regular maintenance program retaining the city cleanliness standards
- Relocate trash containers out of public site
- Participate in the cleaning of facilities in the vicinity of the business

Encourage buildings with distinctive visual quality

- Grays Inn facility is in good condition needing minimal repair
- Reflects the historical and cultural identity of the Embarcadero
- Preserves the character of a working fishing community

These refurbishments along with any additional city proposals and suggestions can be implemented to secure the sale and lease extension of the site.

Harbor Lease Management Policy Lease Renewal Criteria

The following criteria are based on the lease extension negotiated by the lease holder. We, Todd Baston and Tamara Gray-Baston, being considered as the new lease holders, would like to address these points and how we might implement them as an extension of the lease beyond the still existing five years.

Prompt and accurate payment

- Can provide financial statements
- Working with local vendors, designers and consultants who can offer payment history
- Provided prompt and accurate payment to present lease holder, Josie Gray, as a loyal patron of Grays Inn

Record of compliance

- Cooperating with the City of Morro Bay, the Harbor Management and any other local entities in establishing a line of communication for adherence to lease conditions

Appropriateness of proposed tenant business and use

- Grays Inn was established by Robert and Josie Gray in the early 1980's and has become a staple business on the Embarcadero
- Maintain the historic integrity of the business while preserving the fishing community charm

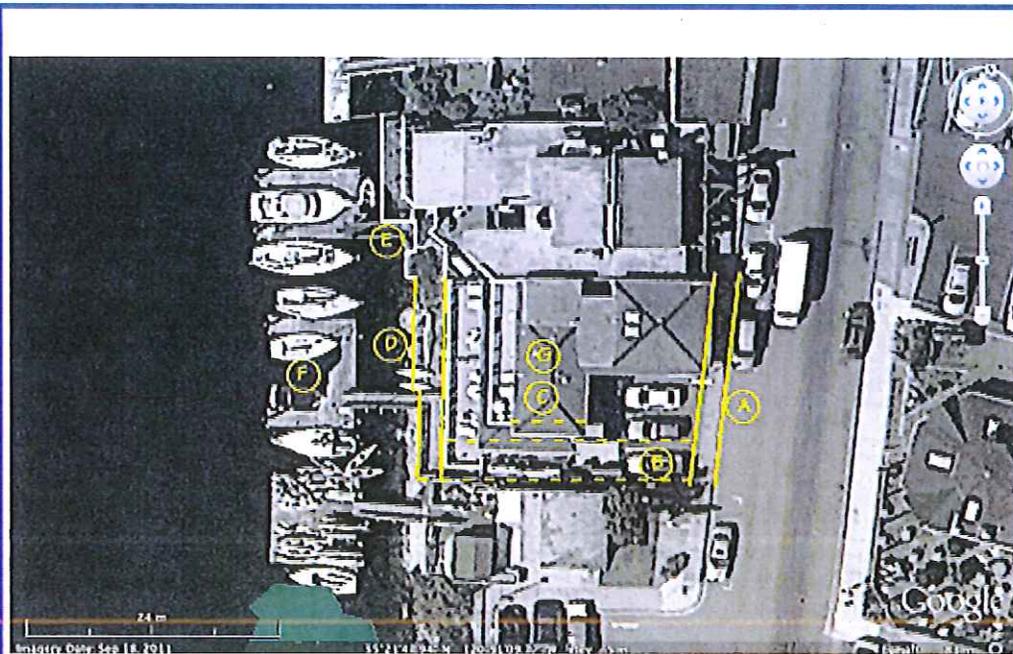
- Update business to enhance the overall Morro Bay Experience
- Contribute to the community plans to generate attention and revenue to the City of Morro Bay
- Adhere to updates of site mandated by city guidelines
- Tenant's financial and personal investment
 - Put forth a budget to meet city planning guidelines and purchase
 - Require the extension of the present lease beyond the remaining five years to justify investment
- Contribution to surrounding business community
 - Continue relationship with loyal Grays Inn clientele
 - Participate in annual Morro Bay community events
 - Promote Morro Bay through associations with professionals within the Inland Empire
 - Provide recommendations to guests of nearby services that we have patronized over the past twenty years
 - Participate in community planning of additional events to promote Morro Bay as a Holiday, Summer, Week End, as well as an exciting yet relaxing "get-away" retreat
 - Update and utilize social media as a means of promoting Morro Bay and Grays Inn as a viable vacation option.
 - Maintain direct and personal relations with neighboring businesses
 - Keep abreast of city directives, plans, and business strategies
- Quality of Direct Services
 - Maintain the hands-on family business appeal
 - Continue the personal and immediate service
 - Update and renovate interiors of units to provide aesthetic comfort
 - Utilize social media to promote Morro Bay upcoming events to loyal and new customers
- Value received by public
 - Grays Inn is a constant on the Embarcadero resulting in consistent patronage
 - Adds to the peaceful ambiance of Morro Bay
 - Encourages longer stays due to its unique units
 - Provides comfort for families as well as individuals
- Financial Return to the City
 - Grays Inn has a high occupancy rate
 - Possibility of adding a fourth unit
 - Increase use of retail space with renovations
 - Improvements will provide increased pedestrian traffic promoting business
 - Updating business through promotional media will attract new clientele

Conceptual Redevelopment Plan

The following pictures show Grays Inn Lease Sites 63-64/63W-64W. The visuals represent the sites present state at ground level. The aerial perspective shows the Redevelopment Plan.

Lease Sites 63-64/63W-64W



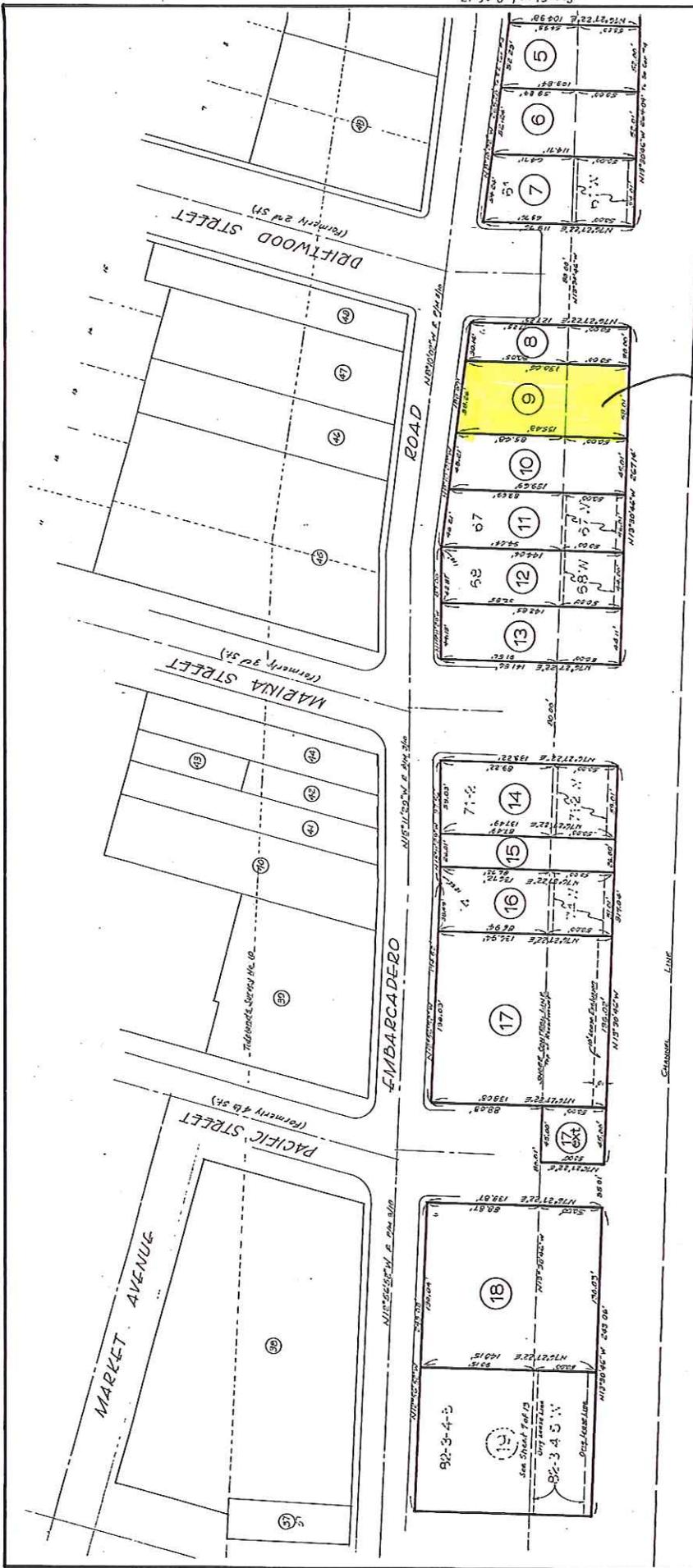


- (A) PROVIDE MINIMUM OF 8' CLEARANCE PEDESTRIAN SIDEWALK AND SITE WORK
- (B) ENHANCE EXISTING 12'-6" VIEW CORRIDOR
- (C) EXISTING 2ND STORY BUILDING IS ALREADY SETBACK AN ADDITIONAL 8' FOR VIEW SHEAD
- (D) PROVIDE MINIMUM OF 8'/10' PEDESTRIAN LATERAL ACCESS BOARDWALK
- (E) APPROVED ADJACENT 8' BOARDWALK IS REDUCED TO 5' @ SEVERAL LOCATIONS
- (F) PROVIDE ONGOING MAINTENANCE OF EXISTING SLIPS
- (G) PROVIDE ADDITIONAL ADA COMPLIANCES

<small>SCALE</small>  <small>CP 14-023</small>	<small>DATE</small> <small>SCALE IN METERS</small> <small>PROJECT NO.</small>	GRAY'S INN IMPROVEMENTS FOR LEASE EXTENSION	LAND/SEA INTERFACE <small>GENERAL CONTRACTOR</small>	<small>PROJECT NO.</small> <small>DATE</small> <small>SCALE</small> <small>PROJECT NO.</small>
-----------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	-------------------------------------------------------	----------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

Conclusion

Todd Baston and Tamara Gray-Baston wish to become the lease holders of Lease Sites 63-64/63W-64W. We would like approval for the extension of the lease beyond the present lease holder's term to justify the financial investment. We plan on becoming active members of the business community and participants of the Morro Bay city events and activities. We fully expect to: work with the city and neighboring business on planning expectations; contribute to the community's cultural standards; assist in promoting Morro Bay as a viable vacation, holiday and week end retreat. We look forward with excitement to the prospects of making Morro Bay our home.



63-64/63w-64w

LEASE SITES MAP
 CITY OF MORRO BAY, SAN LUIS OBISPO CO, CALIF
 Scale 1" = 50'
 GARING, TAYLOR, & ASSOC., INC.
 Arroyo Grande, California
 1967

Sec Sheet 9 of 13

Sec Sheet 7 of 13



 **DIGITAL MAP**
PRODUCTS



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AGENDA NO: D-1

MEETING DATE: July 9, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** July 5, 2013

FROM: Rob Livick, PE/PLS – Public Services Director/City Engineer
Kathleen Wold, Planning Manager
Cindy Jacinth, Associate Planner

SUBJECT: Resolution 39-13 authorizing City staff to submit a grant application for grant funds for the Local Coastal Program Sea Level Rise Adaptation Grant to update the Local Coastal Plan (LCP) under authority of the Ocean Protection Council and review the City work plan for the General Plan/ LCP update.

RECOMMENDATION

Adopt Resolution 39-13 authorizing a \$250,000 grant application for the Local Coastal Program Sea Level Rise Adaptation Grant to the Ocean Protection Council; review and receive staff report regarding the resolution, draft application and corresponding review of City work plan for the update of the General Plan/ Local Coastal Plan and provide direction to staff as necessary.

ALTERNATIVES

Not Applicable

FISCAL IMPACT

The City interviewed three consultants and retained PMC Consultants through an on-call consultant contract for assistance in writing the grant application. The cost for the preparation of the grant application is \$6,000.

The grant application is seeking grant funding for \$250,000 for this portion of the Local Coastal Plan/General Plan (LCP/GP) update. The \$250,000 will be supplemented with \$76,000 in local funds and \$67,000 in “in-kind” staff time for a total estimated project cost of \$363,000. The General Plan maintenance fund is a 6% surcharge on building/plan check fees that is assessed for each building permit application. Currently, there is approximately \$76,000 in this account.

Prepared By: CJ/KW/RL _____

Dept Review: _____ RL

City Manager Review: _____

City Attorney Review: _____

Additionally, the costs that will be required to perform the complete update to the City's GP/LCP has been estimated at in the order of \$900,000 and will consist of both staff time and consultant assistance.

Staff will be pursuing additional funding opportunities to offset labor costs required to update these planning documents. Outside of grant funding, the funds to pay for staff and consultant time would be paid for out of the General Fund Maintenance Fund.

SUMMARY

City Staff have identified a funding opportunity through the Ocean Protection Council, California Coastal Commission and Coastal Conservancy which would provide up to \$250,000 in grant funding to address climate change and sea level rise impacts in the City's Local Coastal Plan. The attached draft grant application proposes a funding request to meet multiple objectives including an inventory, vulnerability assessment, sea level rise action plan, policy integration and collaboration which provides a necessary first step towards the update of the City's General Plan and Local Coastal Plan. The goal for the update of the Local Coastal Plan is to update the LCP and fold that into the update of the new General Plan. This would also incorporate the Council-directed rezone of the Wastewater Treatment Plant and surrounding zone M-1 properties on Atascadero Road to visitor-serving uses.

BACKGROUND

At the January 22, 2013 Council directed staff to develop a work plan which would provide a framework for the update of the General Plan/ Local Coastal Plan. The General Plan was last updated in 1982 and the Local Coastal Plan was last updated in 1988. At the April 22, 2013 Council identified the update of these two core City planning documents as one of the top three Council goals.

Availability of grant funding was identified from the Ocean Protection Council, California Coastal Commission and State Coastal Conservancy which announced grant funding available to local governments responsible for planning under the California Coastal Act (Coastal Act) to develop and adopt updated plans that conserve and protect coastal resources from future impacts from sea-level rise and related climate change impacts such as extreme weather events.

By applying for funding to meet multiple objectives including an inventory, vulnerability assessment, sea level rise action plan, policy integration and collaboration, this would allow the City to assess its risks and know what our response would be. Also, it allows us to more appropriately plan for these future outcomes through appropriate land uses as regulated by an updated General Plan and Local Coastal Plan. The General Plan/ Local Coastal Plan will provide the framework for that.

The purpose of the grant program is to encourage local governments responsible for coastal planning to develop and adopt updated Local Coastal Plans that conserve and protect coastal

resources, including public accessways and recreation sites from future impacts from sea-level rise and related climate change impacts such as extreme weather events. Under the adopted grant criteria, site-specific projects are not eligible. Proposals can update one or more planning segments of a jurisdiction's LCP. Because of the age of our Local Coastal Plan and also due to the City's boundaries being almost entirely enveloped within the coastal zone, staff and consultant are proposing to use the research information learned as a base to update the background information and existing conditions for the Land Use Plan, Shoreline Access and Recreation, Recreation and Access, Visitor-Serving Facilities, Energy/Industrial Development, Coastal Agriculture, Commercial Fishing, Recreational Boating, and Dredging sections of the LCP.

DISCUSSION

The funding available will provide the necessary research and background information necessary for the General Plan and LCP update that does not currently exist in these documents due to the length of time since they were last updated. The desire is to update both planning documents with the result that the LCP is merged into and made a part of the General Plan, rather than currently as a separate document.

This will enable the City to incorporate new policies driven by the latest science and that is also consistent with Coastal Commission policies. For example, the City's Environmental Sensitive Habitat maps needs to be updated as there are inconsistencies between City maps and Federal maps such as the U.S. Fish & Wildlife Wetland Mapper Inventory.

As a result, the information learned will enable the City to identify, where necessary, more appropriate land uses through a revised land use map. Also, this will allow the City to develop policies that utilize the natural environment while preserving both the character of the City's working harbor and preserving visitor-serving uses which support the local economy. This type of adaptation planning is best illustrated by the Council's decision to relocate the Wastewater Treatment Plant away from the coastal area in favor of visitor-serving uses. The updated General Plan will be a reflection of the community's goals and desires for the future physical development of the City.

Overall General Plan Local Coastal Plan Update

Therefore, the funding opportunity sets the foundation of moving forward with the update of the General Plan and Local Coastal Plan.

In addition, staff continues to look for other funding opportunities to support an update of the General Plan and Local Coastal Plan including the following:

1. The recently announced California Coastal Conservancy's Climate Ready Grant Announcement which is \$50,000-\$200,000 of funding available for addressing climate change impacts but designed to fund a broader array of grantees and projects than the LCP Grant Program. Applications are due August 28, 2013.
2. The State Strategic Growth Council will be releasing a third round of funding soon to

which the City will be able to apply.

In addition to pursuing funding opportunities, staff has also been diligently working toward pursuing a comprehensive update of the General Plan and Local Coastal Plan through the following incremental steps:

1. Development of Greenhouse Gas Inventory. Council adopted Resolution 56-08 which established milestones for the community to reduce greenhouse gas and air pollution emissions. Many General Plans now contain an optional element for sustainability.
2. Development of a Climate Action Plan (CAP) in progress. The CAP is a strategic document for reducing greenhouse gas emissions. At the March 6, 2013 and April 3, 2013 Planning Commission meetings, Commissioners reviewed the draft GHG Emission Reduction Plan to provide direction to staff.
3. The City's Housing Element updated in 2009 is required to be updated every five year and will be updated again in 2014. Funding for the update is through the City's Affordable Housing In-lieu funds.

General Plan Local Coastal Plan Work Program

The work program that then would incorporate this grant application as a base would include the following steps and corresponding anticipated timeline:

<u>Timeframe</u>	<u>Work Task</u>
<i>Ongoing</i>	<i>Task 1 – Overall General Plan & LCP Update Management</i> Management and coordination of the GP/LCP update will be performed by City Planning staff. The City through an RFP process will solicit a consult to assist with duties.
<i>6 months after inception</i>	<i>Task 2 – Understanding the Community</i> Provide a summary of existing conditions to use as a starting place for the General Plan update, Local Coastal Program (LCP) and corresponding environmental analysis as covered by our current proposed grant application.. any recent economic studies related to the City's fishing industry.
<i>Within 4 months and ongoing</i>	<i>Task 3 - Subcommittee</i> Work with the existing General Plan Subcommittee to provide input/advice at key phases of the General Plan update effort
<i>5 to 9 months after inception</i>	<i>Task 4 – Key Issues Identification, Analysis and Recommendation</i> Engage public and stakeholder groups in a discussion of the most important issues facing Morro Bay to ensure the goals and desires of the community are put forth in the new General Plan in a way that also is

consistent with the City's coastal planning responsibilities under the Coastal Act.

<i>8 to 12 months after inception</i>	<i>Task 5 – Land Use Alternatives</i> Prepare at least 3 land use alternatives for consideration by the community, Planning Commission and City Council.
<i>10 to 16 months after inception</i>	<i>Task 6 – Guiding Principles and Key Policies</i> Conduct public workshops and joint study sessions between City Council and Planning Commission for the purpose of receive direction on guiding principles and key policies for the General Plan update. The public will be invited to provide comments at the Joint Study Session.
<i>16 -18 months after inception</i>	<i>Task 7 – Draft Documents</i> Create Admin Draft General Plan/ LCP Create Draft General Plan for public comment which includes an incorporated updated Local Coastal Plan to meet the requirements of the Coastal Act
<i>17-24 months after inception</i>	<i>Task 8 – Environmental Analysis</i> Create an Environmental Impact Report pursuant to CEQA for the General Plan, Local Coastal Plan update
<i>19-26 months after inception</i>	<i>Task 9 – Public Review</i> Series of meetings for review and input on the draft documents
<i>22-30 months after inception</i>	<i>Task 10 – Public Hearings/ Adoption</i> Formal adoption of the General Plan which would include incorporation of the Local Coastal Plan as well as Climate Action Plan.
<i>2 weeks after final adoption</i>	<i>Task 11 – Final Draft General Plan</i> Incorporation of any final directions
<i>Upon final</i>	<i>Task 12 – Submit Final General Plan to Coastal Commission for review and action.</i>

In addition to the 12 tasks identified above there are technical specialty studies that will need to be performed in order to complete several of the required elements. The work contemplated for the subject grant will feed into the Safety Element and the Land Use, Open Space and Conservation Element. There will need to be traffic studies performed in order to complete the circulation element. The updates to the Water Master Plan, the Sewer Master Plan and the Storm Drainage Master Plan will also support this proposed update. Unfortunately, these specialized studies come with a cost and more than likely cannot be performed with existing City resources

alone and will require supplemental consultant assistance.

CONCLUSION

The work plan presented by staff represents the tasks and work necessary to be performed in order to implement the update of the General Plan with the desired goal to incorporate both the Local Coastal Plan and also a Climate Action Plan. The grant funding available through Ocean Protection Council provides a necessary first step to develop the research and data necessary to begin the update. As such, staff recommends Council adoption of Resolution 39-13. Additionally, staff will be working within existing staffing levels in order to move the GP/LCP update along incrementally should grant funding prove elusive.

ATTACHMENT

1. Draft Grant Application

RESOLUTION NO: 39-13

**RESOLUTION OF THE CITY COUNCIL BY THE CITY OF MORRO BAY, CALIFORNIA
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE LOCAL COASTAL
PROGRAM SEA LEVEL RISE ADAPTATION GRANT FOR UPDATES TO THE GENERAL
PLAN AND LOCAL COASTAL PLAN UNDER THE AUTHORITY OF THE OCEAN
PROTECTION ACT**

THE CITY COUNCIL
City of Morro Bay, California

WHEREAS, the California Ocean Protection Council, under the authority of the Ocean Protection Act, approved a competitive grant program to provide financial assistance for local and regional vulnerability assessments and updates to Local Coastal Programs (LCPs) and other Coastal Act authorized plans to address sea-level rise, coastal hazards and other climate change-related impacts; and

WHEREAS, the goal of the grant program is to develop updates to LCPs or other Coastal Act authorized plans to address sea-level rise and other climate change impacts, and

WHEREAS, grant proposals submitted under this grant program must address at least one certified LCP segment or other defined planning segment, such as a certified Port Master Plan or University Long Range Development Plan, or, in jurisdictions without certified LCPs, proposals must demonstrate that the applicable jurisdiction has committed to the process to complete an LCP (or other Coastal Act authorized plan) or that such process is underway; and

WHEREAS, the City of Morro Bay has an effectively certified LCP; and

WHEREAS, the City of Morro Bay, recognizing the problems and issues associated with climate change identified in the grant application package attached hereto as Attachment 1 and made part of this Resolution as if fully set forth herein, desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an LCP Amendment that would address such impacts; and

WHEREAS, the City of Morro Bay will coordinate with the staffs of the California Coastal Commission, the State Coastal Conservancy and the Ocean Protection Council in undertaking the project, if approved.

NOW, THEREFORE, BE IT RESOLVED that the Morro Bay City Council hereby:

1. Directs the City of Morro Bay staff to submit grant application package attached hereto as Attachment 1 to the Ocean Protection Council to provide financial and planning assistance, under authority of the Ocean Protection Act, in the amount of \$250,000 to fund the project more particularly described in the grant application package.
2. Authorizes the Public Services Director of the City of Morro Bay to execute, in the name of the City of Morro Bay, all necessary applications, contracts and agreements and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through approval of the grant application.

Resolution No. 39-13

PASSED AND ADOPTED by the Morro Bay City Council at a regular meeting thereof held on the 9TH day of July, 2013 on the following vote:

AYES:

NOES:

ABSENT:

JAMIE L. IRONS, Mayor

ATTEST

JAMIE BOUCHER, City Clerk

July 9, 2013

LOCAL COASTAL PROGRAM SEA LEVEL RISE ADAPTATION GRANT APPLICATION FORM

The Ocean Protection Council, California Coastal Commission, and State Coastal Conservancy announce the availability of grants to encourage local governments and other entities responsible for planning under the [California Coastal Act](#) (Coastal Act) to develop and adopt updated plans that conserve and protect coastal resources from future impacts from sea-level rise and related climate change impacts such as extreme weather events. A full description of the grant program is [available here](#).

APPLICANT INFORMATION:

Applicant name (organization): City of Morro Bay

Address: 595 Harbor Street, Morro Bay, CA 93442

Contact name: Kathleen Wold

Telephone: (805) 772-6261 Fax: (805) 772-6268 Email: kwold@morro-bay.ca.us

Federal Tax ID# 95-230-8629

Position whose incumbents are authorized to negotiate agreements and amendments:

Rob Livick

Signature: _____ Date: _____

PROJECT INFORMATION:

Project title: City of Morro Bay Sea-Level Rise Vulnerability Assessment

LCP Segment: City of Morro Bay LCP

LCP or other plan title (e.g., Port Master plan, LRDP): Morro Bay Local Coastal Plan

Project location: City: Morro Bay County: San Luis Obispo

Street: 595 Harbor Street Cross street: Shasta Avenue

Latitude (e.g., 38.337094): 35.367028

Longitude (e.g., -122.589652): -120.846758

Elected Representatives for Project:

Congressional District(s): www.house.gov

Name(s): Lois Capps Number(s): 24th District

State Senate District(s): www.senate.ca.gov

Name(s): Bill Monning Number(s): 17th District

Assembly District(s): www.assembly.ca.gov

Number(s): Katcho Achadjian Name(s): 35th District

Maps and Photos

Applications must include one map showing the planning area for the project. Photos may also be submitted if they illustrate the area. Please note: any photos and maps you submit are subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display, free of charge. Please indicate if crediting is requested for the photos and/or maps.

Potential Impacts from Sea-Level Rise – Preliminary Assessment

Preliminary assessment of potential impacts from sea-level rise and climate change using NOAA's [Sea-Level Rise Viewer](#) or other readily available planning tools is required as part of the application. This assessment should be included and referenced in the project description below to explain the purpose, benefit, and need for the proposed project.

Project Description

a. Goal and Objective(s) – The overall goal of the project is to increase Morro Bay's adaptive capacity to sea-level rise (SLR) with an updated Local Coastal Plan and General Plan, which include policies that integrate the best current science with Coastal Commission and local environmental, social, and economic priorities. This goal supports one of the City Council's top goals of updating the City's Local Coastal Plan and General Plan. The following objectives help the City achieve this overall goal:

- **Inventory**: Identify shoreline conditions, including shoreline structure, shoreline cover, shoreline elevation, and water control structures. The inventory will be complete in year one of the project.
- **Vulnerability Assessment**: Identify sea-level change exposure, including a range of sea-level rise scenarios and related exacerbating factors including erosion, upland flooding, subsidence, and raised groundwater tables.
- **Sea-Level Rise Action Plan**: Create a policy framework for developing, prioritizing, implementing, tracking, and managing adaptation policy. Create strategies that can be implemented before adoption of the updated Local Coastal Plan and General Plan, as well

as strategies that will be folded into the updates. The Sea-Level Rise Action Plan will be complete in year two of the project.

- **Policy Integration:** Conduct all processes and create all materials in a way that will seamlessly feed into the concurrent/subsequent Local Coastal Plan and General Plan update. Integration will occur two to five years from project initiation.
- **Collaboration:** Promote dialogue and collaboration among stakeholders to identify critical structures, functions, and populations and to create mutually beneficial adaptation strategies when possible.

b. Need – This section presents the results of a preliminary assessment of sea-level rise, describes the sensitive nature of habitat surrounding the city, and details the long-term planning challenges facing the City in adapting to SLR.

Preliminary SLR Impact Assessment

The NOAA Sea-Level Rise Viewer (referenced in this application as “SLR Viewer”) identifies four distinct shoreline areas, each with its own vulnerabilities and potential impacts.

- The north end of the city contains Morro Strand State Beach, Morro Rock Beach, and Morro Bay City Beach, all of which face the open ocean. As illustrated in **Attachment 1**, the SLR Viewer identifies extensive inundation for 3 feet and 6 feet of SLR, but also illustrates a great deal of uncertainty with the projections. Areas of potential vulnerability include approximately 3 miles of publicly accessible beaches, 1 mile of the Pacific Coast Highway, popular surf breaks, the City’s current wastewater reclamation facility, Morro Bay High School, an RV park, and single-family homes.
- The west end of the overall planning area contains a sand spit that abuts Montaña de Oro State Park and is home to coastal brush habitat and unconsolidated shoreline. **Attachment 2** illustrates the dramatic extent of the sand spit that will be inundated under 3- and 6-foot SLR projections. Erosion will play a critical role in how SLR affects this section of the shoreline; it is possible that erosion, coupled with additional factors such as storm surge, will alter the protective function the sand spit currently provides to the estuary. The planning area’s west end also contains two breakwaters that protect the mouth of the harbor, one extending from Morro Rock and the other extending from the sand spit.
- The urbanized bayside shoreline extends from the power plant at the north end to Morro Bay State Park at the south end. The area contains numerous parks and the Embarcadero, which is the economic heart of the city containing visitor-serving uses and the commercial fishing industry. Although this area shows less inundation on the SLR Viewer, the inundation can be predicted with higher confidence (**Attachment 3**). Given its economic and social importance, conditions at the Embarcadero underscore the importance of understanding SLR considerations in greater detail than the SLR Viewer can provide and illustrate the need to act with urgency. This section of shoreline shows the extremely complicated nature of SLR. For example, the more detailed vulnerability assessment will need to address not just inundation, but how commercial fishing infrastructure will be affected by SLR, how the tourist-serving economy will be affected by an increase in flooding events, and how stormwater infrastructure will function.
- At the southeast end of the city, Morro Bay State Park includes wetland/marsh areas that are projected to be extensively inundated with 3-foot and 6-foot SLR with higher

confidence levels than in other areas (**Attachment 4**). Possible structural vulnerabilities include the state park's campground, dock, and golf course.

Sensitive Surroundings

Much of the city's shoreline abuts Morro Bay, which is a national estuary and is designated as a State Marine Recreational Management Area, State Marine Reserve, and Morro Estuary Natural Preserve. Although the estuary faces many problems, it is still one of the most pristine and bio-diverse estuaries in the United States and is a critical stop for migrating birds. Although the estuary isn't technically in city limits, many of the strategies the City will pursue to adapt to SLR, from breakwaters at the harbor entrance to urban stormwater management, will directly affect the health of the estuary.

Outdated Planning Documents

In addition to the multiple critical SLR vulnerabilities in Morro Bay, the City's relevant planning tools (General Plan, Zoning Code, and Local Coastal Plan) are outdated, feature internal and external inconsistencies, and do not help Morro Bay adapt to and stay resilient in the face of sea-level rise. The City last updated its General Plan in 1982 and the LCP in 1984. In 2004, the City attempted to combine the Local Coastal Plan with the General Plan, which was adopted by the City Council but not certified by the Coastal Commission. Over the past four years, a subcommittee has worked on updating several of the elements in the General Plan, but the task has proven to be a significant drain on existing staff time and resources, and due to the complexity of the topic, some of the work will not be able to be completed in-house. Work conducted with this grant would simultaneously increase the City's adaptive capacity for sea-level rise and provide background information and key research for a comprehensive Local Coastal Plan and General Plan update.

c. Approach – The City will prepare a sea-level rise vulnerability assessment to support the Local Coastal Plan and General Plan update. The City will use the outcomes of the vulnerability assessment to identify a policy framework. The policy framework, or the Sea-Level Rise Action Plan, will identify short-term implementable strategies as well as long-term goals, policies, and actions for integration into the Local Coastal Plan and General Plan update.

Task 1: Identify Existing Coastal Conditions. Given the distinct nature of different parts of the city's shores, and the land uses inland of them, the City will divide the shoreline into distinct planning areas. The City will utilize aerial photographs and publicly available LIDAR data (Coastal Zone Topography: 2009–2011 California Coastal Conservancy LIDAR Project DEM) to identify shoreline conditions, including shoreline structure, shoreline cover, shoreline elevation, and water control structures, for each of the planning areas. Using this information, the City will prepare a baseline assessment of coastal conditions along the shoreline reaches, including specific evaluation of beaches, hardened shoreline, structures, and other environmentally sensitive areas. The City will produce maps and tables for each of planning areas to illustrate these conditions.

Task 2: Prepare an Inventory of Infrastructure and Systems Potentially Affected by SLR. The City will prepare an inventory of structures, functions, and population that may be affected by SLR that will include, though may not be limited to, working waterfronts, beaches, roadways, pedestrian and bike paths, parking lots, buildings, utility infrastructure (water, wastewater,

stormwater, electricity, etc.), sensitive habitat areas, wetlands, and shoreline protective devices including breakwaters, seawalls, bulkheads, and jetties. For each of the items in the inventory, the City will add available and relevant attribute data to future SLR vulnerabilities (e.g., adaptive capacity, critical elevations, structure types, year built, replacement cost, and condition). Each inventory item will be indexed by planning area.

Task 3: Identify Sea-Level Rise Scenarios. The City will identify high and low sea-level rise scenarios under normal weather conditions and for a variety of extreme weather conditions. The City will rely on the National Resource Council’s projection ranges identified in the State of California Sea-Level Rise Guidance Document (2013, **Table 1**). Through the outreach process (Task 6), the City will determine a high and low scenario within these projected ranges for each time horizon (2030, 2050, and 2100) and will produce a map for each scenario using the NOAA Sea-Level Rise Viewer.

Table 1: Sea-Level Rise Projections

Time Period	SLR Range
2000–2030	2 to 12 inches
2000–2050	5 to 24 inches
2000–2100	17 to 66 inches

Source: State of California Sea-Level Rise Guidance Document, 2013 (converted from cm to inches and rounded to the nearest whole inch)

Once a sea-level rise scenario has been identified for each time horizon, the City will review sea-level rise and coastal flooding models prepared by others (i.e., Morro Bay National Estuary Program, NOAA, USGS, California Geological Survey, FEMA, etc.), use data from these studies as appropriate, and work with stakeholders to identify coastal flooding factors that could magnify sea-level rise impacts such as coastal erosion, sand spit erosion, 100-year and 200-year floods, upland flooding in the coastal zone, coastal storm waves, decadal water level anomalies (e.g., El Niño and La Niña events), tsunamis, subsidence, and raised groundwater tables. The City will use a matrix (**Table 2**) that considers likelihood and severity to rate each factor’s importance. At a minimum, the City will evaluate the influence of three factors for 2050. The City may consider additional factors or horizons if schedule and budget allow.

Table 2: Additional Factor Ranking Matrix

	Severe Impact	Moderate Impact	Low Impact
Highly Likely	High Importance	High Importance	Medium Importance
Somewhat Likely	High Importance	Medium Importance	Low Importance
Unlikely	Medium Importance	Low Importance	Low Importance

Using the outcomes from previous tasks, the City will evaluate the impact of sea-level rise on each planning area. The evaluation will be based on guidance provided in the State of California Sea-Level Rise Guidance Document and as recommended by the California Ocean Protection Council on Sea Level Rise. The evaluation will yield maps and tables detailing affected areas for each of the selected scenarios.

Task 4: Analyze Sea-Level Rise Vulnerability. The SLR vulnerability assessment will build on efforts described above and will be performed in accordance with the State Adaptation Planning Guide and the State of California SLR Guidance Document. The vulnerability assessment is a process that combines the data prepared in Tasks 1 through 3. Each of structures, functions, or populations inventoried as possibly being affected by SLR in Task 2 will be analyzed using the outcomes of Tasks 1 and 3 to identify vulnerability. A matrix, similar to the one used in Task 3, will be used to qualitatively rank the most vulnerable and important structures, functions, and populations in a variety of SLR scenarios (**Table 3**). Based on the vulnerability of structures, functions, and populations in each planning area, priorities will be identified per the procedure described in the SLR Guidance Document. The environmental, economic, and social cost of damages will be analyzed for priority vulnerabilities and will play an important role in developing adaptation strategies.

Table 3: Sample Vulnerability Assessment Matrix

Name:		Location:	
Relevant Attributes:			
SLR Scenario:			
	Low Adaptive Capacity	Medium Adaptive Capacity	High Adaptive Capacity
High Impact	High Vulnerability	High Vulnerability	Medium Vulnerability
Medium Impact	High Vulnerability	Medium Vulnerability	Low Vulnerability
Low Impact	Medium Vulnerability	Low Vulnerability	Low Vulnerability

Task 5: Identify Adaptation Policy Framework. The vulnerability assessment provides background for the identification of appropriate adaptation policies that may be considered for inclusion in the updated General Plan and/or Local Coastal Plan. The City will create a Sea-Level Rise Action Plan (Action Plan). The Action Plan will identify short-term strategies to immediately begin building adaptive capacity, as well as long-term strategies for integration into the Local Coastal Plan and General Plan. For each adaptation strategy, the Action Plan will identify the long-term policy location (e.g., General Plan element, Local Coastal Plan section, Capital Improvement Plan, etc.), the expected cost benefit, and the time frame and SLR scenario addressed by the strategy. Key elements of this task include reviewing existing studies and adaptation policies implemented elsewhere, providing examples of adaptation strategies for the vulnerabilities identified in the planning areas, ensuring that policies are appropriate for inclusion in the General Plan and Local Coastal Plan and ensuring consistency with California Coastal Commission criteria.

Task 6: Outreach. Outreach will proceed concurrently with and in support of Tasks 1 through 5. The project will utilize three primary outreach strategies:

- **Technical Advisory Committee (TAC).** The TAC will provide local expertise to the project and will bring diverse stakeholders to the process. The TAC will comprise representatives from key stakeholder groups such as the Morro Bay National Estuary Program, the San Luis Obispo Science and Ecosystem Alliance, the Morro Bay Commercial Fishermen's Organization, various City departments, utilities, etc. The City will depend on the TAC throughout the project to help identify SLR scenarios, sensitive structures and functions, and viable adaptation strategies.
- **Public Meetings.** The City will hold three public meetings during the adaptation policy development process. The public meetings will be open house workshops and will educate the public about sea-level rise as well as gather input on the appropriateness of draft adaptation strategies. The City will consider holding workshops during public events such as the Morro Bay Farmers Market.
- **Project Website and Social Media.** The City will host project information and provide space for feedback on its website and will advertise public meetings and other key events via traditional and social media outlets. The City will encourage TAC membership to provide links to the information on their websites.

d. Benefit – The sea-level rise vulnerability assessment and policy framework project will provide extensive benefits to the City of Morro Bay and the State of California. By proactively adapting to sea-level rise, the City will be able to achieve the following benefits:

- **Community Planning.** This project will jumpstart the Local Coastal Plan and General Plan update process, which will result in consistent goals, policies, and actions across the documents that support the goals of the public and the Coastal Commission. Although this project will provide the discrete benefits listed below, it is the ultimate adoption of consistent long-term planning documents that will provide the most benefit to the community and its surroundings.
- **Preservation of Coastal Wetlands and Natural Lands and Conservation of Biodiversity.** The entirety of the city's shoreline contains or affects coastal wetlands or natural lands. This is particularly true for the shoreline that borders the bay. Additionally, the bay and its surrounding shores are critical habitats for migrating birds and preferred habitats for sensitive marine mammals. Comprehensive understanding of sea-level rise impacts and an informed approach to coastal wetlands, natural lands, and habitat management will allow the City and regional partners to retain and enhance these valuable resources.
- **Preservation of Public Access, Recreational Opportunities, and Visitor-Serving Amenities.** The SLR Viewer illustrates loss of publicly accessible areas, including significant inundation to the publicly accessible beaches and surf break in the north of the city. This is a particularly important issue in the north, as shorelines may erode toward private property, which will effectively reduce access. The SLR Viewer also reports inundation in parks, campgrounds, docks, harbors, and the golf course. Smart focused approaches that consider natural responses and managed retreat can retain publicly accessible coasts and recreational opportunities despite a rising sea. In addition to a working waterfront, the Embarcadero is a visitor-serving area complete with restaurants, hotels, and gift shops. Adaptation strategies will identify ways for these amenities to

remain economically viable in the face of SLR-related natural and economic disruptions. An economically viable Embarcadero provides amenities for visitors, boosts the local economy, and provides resources and locations for commercial fisheries.

- **Increased Organizational Capacity.** Although the outcome of the project is critically important, a key benefit will be the organizational capacity built through the process. By developing local and regional stakeholders with SLR outcomes in mind, the City will be better able to respond and adapt to political and social changes over time, which is a subtle but extremely important benefit.

e. Transferability – The City is lucky to build off the good work completed in the Humboldt Bay Shoreline Inventory, Mapping, and Sea Level Rise Vulnerability Assessment by the Coastal Conservancy. The City views work under the OPC grant as an opportunity to illustrate the value and transferability of existing methods to different jurisdictions. The City of Morro Bay will share lessons learned and provide guidance to other small cities looking to capitalize on work funded by the state. In addition, the City’s work will underscore its commitment to its shorelines and its many diverse users. Morro Bay is one of only a few working waterfronts in the state. Lessons learned in analysis and policy development to help the working waterfront thrive despite SLR will be extremely valuable to other working waterfronts in California. Finally, the project will serve as a model for creating an action plan that is immediately ready for implementation even while it is being integrated into long-term planning documents such as the Local Coastal Plan.

f. Implementation – As noted above, the City is committed to updating the Local Coastal Plan and General Plan. The work funded by this grant would provide critical resources necessary to update the background information and existing conditions for the Land Use Plan, Shoreline Access and Recreation, Recreation and Access, Visitor-Serving Facilities, Energy/Industrial Development, Coastal Agriculture, Commercial Fishing, Recreational Boating, and Dredging sections of the Local Coastal Plan, while also providing valuable background research for the General Plan. Additionally, this work would provide sea-level rise adaptation strategies that directly plug in to specific sectors and elements of the LCP and General Plan.

Resolution

A resolution from the applicant’s governing body (i.e., City Council, Board of Supervisors, Port Commission) committing to submit to the Commission an amendment to update the LCP (or other plan as applicable) to address sea-level rise is required as part of the application. A sample resolution is attached as [Exhibit A](#).

Submission Dates

Applications are due July 15, 2013. We expect to award grants in the fall of 2013. Applications must be emailed (or postmarked) by the submission date.

Submission Requirements

Please submit the completed application form, including all attachments, via email to msmall@scc.ca.gov. If you are unable to submit via email, you may mail a hard copy to the Coastal Conservancy:

State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Please note: all information that you submit is subject to the unqualified and unconditional right of the Conservancy and/or Coastal Commission to use, reproduce, publish, or display, free of charge. Please indicate if crediting is requested for any of the photos and/or maps.

Budget Information

Funding Request: \$250,000.00

Total Project Cost: \$363,160.00

Other Funding Sources (not including in-kind services):

<i>\$ Amount</i>	<i>Source of funds</i>	<i>Status (Committed, Applied, etc)</i>
\$76,000.00	General Fund - Maintenance Fund	6/28/2013

In-kind Services: \$67,160

In-kind services or contributions include staff time, volunteer time and materials contributed to the project. Please describe and estimate value, and differentiate between expected in-kind contributions and contributions (work or other types of contributions) already obtained/completed.

Preliminary Budget

In the budget matrix below, list the major tasks of the proposed project and indicate the estimated cost of each. These tasks should correlate with the activities you will list on the following page under "Timeline" (in some cases, several tasks listed here may logically be grouped as one activity in the timeline matrix). Show the source of funding for each task. A simplified example is provided.

Sample Budget

Task Number	Task	Applicant's Funding	OPC	Other Funds	Total Cost
1		\$20,000	\$30,000	\$7,000	\$57,000
2		\$5,000			\$5,000
3		\$5,000			\$5,000
4					
TOTAL		\$30,000	\$30,000	\$7,000	\$67,000

Preliminary Budget

Task Number	Task	Applicant's Funding	OPC	In-Kind Funds (Staff Time)	Total Cost
1	Identify Existing Coastal Conditions	\$7,600.00	\$25,000.00	\$7,080.00	\$39,680.00
2	Prepare an Inventory of Infrastructure and Systems Potentially Affected by SLR	\$11,400.00	\$37,500.00	\$11,840.00	\$60,740.00
3	Identify Sea-Level Rise Scenarios	\$19,000.00	\$62,500.00	\$4,080.00	\$85,580.00
4	Analyze Sea-Level Rise Vulnerability	\$11,400.00	\$37,500.00	\$11,360.00	\$60,260.00
5	Identify Adaptation Policy Framework	\$15,200.00	\$50,000.00	\$19,200.00	\$84,400.00
6	Outreach	\$11,400.00	\$37,500.00	\$13,600.00	\$62,500.00
TOTAL		\$76,000.00	\$250,000.00	\$67,160.00	\$393,160.00

Schedule

Proposed starting date: 11/1/2013

Estimated completion: 5/1/2015

Please list (1) all significant and pertinent project milestones related to the project for which funds are being requested, (2) expected dates for reaching or completing those steps.

Milestone Schedule

ACTIVITY	COMPLETION DATE
Complete Shoreline Inventory	4/11/2014
Complete Inventory of Potentially Vulnerable Structures, Functions, and Populations	6/6/2014
Complete Memo Outlining Preferred Sea-Level Rise Scenarios	9/26/2014
Complete Sea-Level Rise Vulnerability Assessment	1/23/2015
Adopt SLR Action Plan	5/1/2015
Outreach	Ongoing

ATTACHMENT 1

Attachment 1: North Shore Sea-Level Rise Scenarios

DRAFT

Legend

-  Water Depth
-  Low-lying Areas
-  Area Not Mapped
-  Visualization Location

Levels represent inundation at high tide. Areas that are hydrologically connected are shown in shades of blue (darker blue = greater depth).

Low-lying areas, displayed in green, are hydrologically "unconnected" areas that may flood. They are determined solely by how well the elevation data captures the area's hydraulics. A more detailed analysis of these areas is required to determine the susceptibility to flooding.



Baseline



3' Sea-Level Rise



6' Sea-Level Rise

Source: NOAA Sea-Level Rise Viewer. Retrieved July 2013. <http://www.csc.noaa.gov/slr/viewer/#>

DRAFT

ATTACHMENT 1

Attachment 2: Sand Spit Sea-Level Rise Scenarios

DRAFT

Legend

-  Water Depth
-  Low-lying Areas
-  Area Not Mapped
-  Visualization Location

Levels represent inundation at high tide. Areas that are hydrologically connected are shown in shades of blue (darker blue = greater depth).

Low-lying areas, displayed in green, are hydrologically "unconnected" areas that may flood. They are determined solely by how well the elevation data captures the area's hydraulics. A more detailed analysis of these areas is required to determine the susceptibility to flooding.



Baseline



3' Sea-Level Rise



6' Sea-Level Rise

Source: NOAA Sea-Level Rise Viewer. Retrieved July 2013. <http://www.csc.noaa.gov/slr/viewer/#>

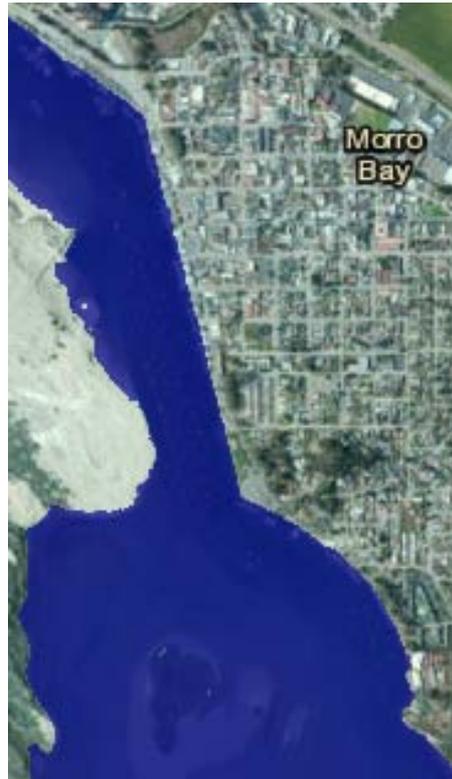
DRAFT

Legend

- Water Depth
- Low-lying Areas
- Area Not Mapped
- Visualization Location

Levels represent inundation at high tide. Areas that are hydrologically connected are shown in shades of blue (darker blue = greater depth).

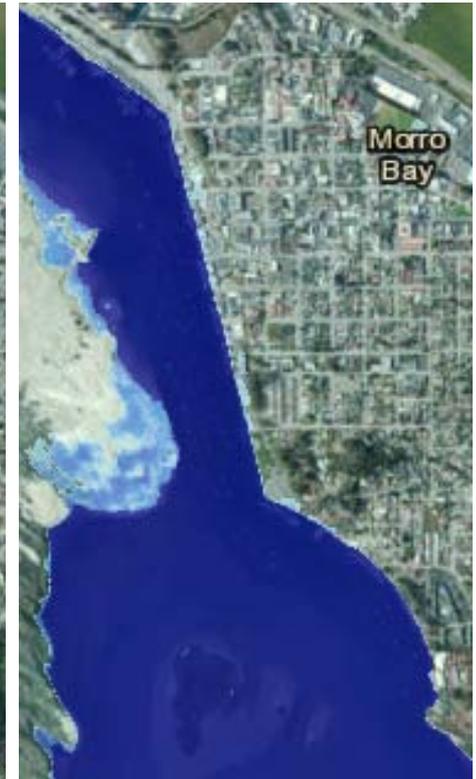
Low-lying areas, displayed in green, are hydrologically "unconnected" areas that may flood. They are determined solely by how well the elevation data captures the area's hydraulics. A more detailed analysis of these areas is required to determine the susceptibility to flooding.



Baseline



3' Sea-Level Rise

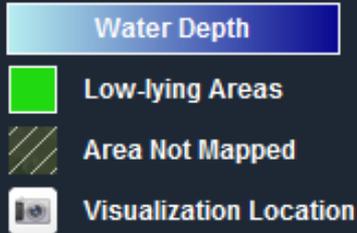


6' Sea-Level Rise

Source: NOAA Sea-Level Rise Viewer. Retrieved July 2013. <http://www.csc.noaa.gov/slr/viewer/#>

Attachment 4: Morro Bay State Park Sea-Level Rise Scenarios

Legend



Levels represent inundation at high tide. Areas that are hydrologically connected are shown in shades of blue (darker blue = greater depth).

Low-lying areas, displayed in green, are hydrologically "unconnected" areas that may flood. They are determined solely by how well the elevation data captures the area's hydraulics. A more detailed analysis of these areas is required to determine the susceptibility to flooding.



Baseline



3' Sea-Level Rise



6' Sea-Level Rise



AGENDA NO: D-2
MEETING DATE: 07/09/13

Staff Report

TO: Honorable Mayor and City Council **DATE:** 07/03/13

FROM: Andrea K. Lueker, City Manager

SUBJECT: Water Reclamation Facility (WRF) Project Status and Discussion

RECOMMENDATION

Discuss in open session, the progress to date on the Water Reclamation Facility (WRF) and provide direction to staff as necessary.

ALTERNATIVES

Not applicable at this time.

FISCAL IMPACT

Not applicable at this time.

SUMMARY

Staff is providing this report as a monthly update to the progress made to date on the new WRF project.

BACKGROUND

With the denial of the permit for the WWTP project in its current location, the City has embarked on a process for a WRF. This staff report provides a review of what has occurred to date as well as provides the City Council an opportunity for open discussion on the WRF project.

DISCUSSION

Below is a brief review of dates, status and accomplishments on the WRF facility project. Note the bolded information has been added since your last review on 5/14/13.

Date	Action
01/03/13	Special City Council meeting – City Adopted Resolution No. 07-13 recommending denial of the WWTP project.
01/08/13	WWTP Project denied by the California Coastal Commission (CCC).
01/08/13	January JPA not held due to CCC meeting.
01/24/13	City Staff, Morro Bay JPA Sub-Committee, Cayucos SD representatives, staff

Prepared By: _____ Dept Review: _____
City Manager Review: _____
City Attorney Review: _____

and attorney meet and discuss strategy and moving forward.

02/14/13 February JPA meeting held, “Discussion and Consideration of Next Steps for the WWTP Upgrade Project” was on the agenda and discussed.

02/26/13 City Council meeting - draft schedule/project timeline presented to City Council.
City Council directed staff to prepare an RFP for a project manager.

03/11/13 City Council goal session, WRF established as Essential City Goal.

03/14/13 City Council goal session, WRF established as Essential City Goal.

03/14/13 March JPA meeting held, “Status Report on the Discussion with RWQCB Staff Renewal Process for the WWTP NPDES Permit No. CA0047881” and “Verbal Report by the City and District on the Progress of the future WWTP” were on the agenda and discussed.

03/18/13 RFP issued.

03/26/13 City Council meeting - City Council approves citizens to serve on the RFP selection committee.

03/27/13 Announcement placed on City website, etc. regarding citizen selection committee application period.

04/05/13 Citizen selection committee deadline.

04/09/13 City Council meeting - appointment of 5 citizens for the RFP selection committee at City Council meeting.

04/10/13 Addendum to RFP issued, re: selection committee

04/11/13 April JPA meeting held, “Verbal Report by the City and District on the Progress of the future WWTP” and Discussion and Approval to Terminate the Consultant Services Agreements with Delzeit; Dudek, McCabe and Company; and Montgomery Watson Harza (MWH)” were on the agenda and discussed.

04/15/13 RFP due.

04/16/13 Study Session on WRF facility announced for April 29, 2013

04/23/13 City Council meeting –reaffirmation of 5 members of citizen selection committee.

04/25/13 Quarterly Meeting with California Coastal Commission staff, WRF discussion and status report on the meeting agenda.

04/25/13 Initial meeting with Selection Committee for the RFP for Planning Services for the WRF.

04/29/13 WRF Study Session at Veteran’s Hall.

05/02/13 Interviews to recommend the individual/team for the WRF project manage

05/09/13 May JPA meeting held, “Verbal Report by the City and District on the Progress of the future WWTP” was on the agenda and discussed.

05/14/13 City Council meeting – Approval of John F. Rickenbach, Consulting as the Preliminary Planning Consultant for the WRF project.

05/14/13 City Council meeting – Approval of John F. Rickenbach, Consulting as the Preliminary Planning Consultant for the WRF project

05/15/13 Public Services staff continues to work with John F. Rickenbach, Consulting to finalize the consultant contract.

05/28/13 Closed Session Item scheduled to discuss Righetti appraisal.

06/13/13 JPA Meeting – Cayucos Veteran’s Hall.

- 06/24/13** **Kick-off Meeting with John Rickenbach and team members.**
- 06/24/13-06/28/13** **Work with Rickenbach to determine updated schedule pursuant to the scope of work in the RFP. Determination of Stakeholder groups/individuals.**
- 07/03/13** **Tentative Schedule from Rickenbach for the New WRF posted online and available (attached).**
- 07/03/13** **Working with Coastal Commission staff to finalize date for quarterly meeting/teleconference.**

Future Calendared Items (dates are tentative)

- 07/24 & 25/13** **Stakeholder Interviews**
- 08/06/13** **First Public Workshop @ MB Veteran's hall**
- 08/23/13** **Biosolids and Treatment Options Workshop - location TBA**
- 10/15/13** **Second Public Workshop - location TBA**
- 10/23/13** **Presentation of Options Report to City Council**

CONCLUSION

City Council, since the denial of the WWTP permit in January has made measured and deliberate progress in the WRF project, as outlined above.

Tentative Schedule: City of Morro Bay New WRF Project		2013																										
		July				August					September					October				November				December				
Task		Tentative Milestone	5	12	19	26	2	9	16	24	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27
1. Project Initiation (Kickoff Meeting, Document Review)			■	■																								
1.1 Analysis of Biosolids Treatment Alternatives		Aug 16																										
1.2 Analysis of Treatment/Effluent Alternatives		Aug 16																										
2. Design Community Outreach Strategy		Jul 12	■	■																								
3. Stakeholder Interviews (tentatively July 24 and 25)		Jul 24 and 25																										
3.1 Coastal Commission Staff Meeting update (July 17 or 18)		Jul 17 or 18																										
3.2 Outreach/Meeting with Coastal Commission staff		Aug 16																										
4. Public Workshop #1 (tentatively August 6)		Aug 6																										
4.1 Public Presentation of Biosolids and Treatment Options		Aug 23																										
5. Identify Community Goals		by Aug 16																										
6. Analysis of Existing Studies		Aug 2	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
7. Prepare First Draft Options Report		Sept 27																										
8. Public Workshop #2 (present Options Report for public feedback)		Oct 15																										
9. Presentation #1 to City Council (present Options Report for feedback)		Oct 23																										
10. Revise First Draft; Prepare Second Draft Options Report		Nov 15																										
11. Presentation #2 to City Council (present Second Draft Options Report)		Nov 19																										
12. Revise and Finalize Options Report		Dec 13																										
13. Meetings with City Staff		ongoing																										
Project Management (ongoing)																												
Effective Communication																												
Quality Control																												
Coordination																												

- Draft Internal Draft Document for staff review
- PW1 Public Workshop #1
- PW2 Public Workshop #2
- SI Stakeholder Interviews
- TP Technical Presentation
- CC1 City Council Meeting #1
- CC2 City Council Meeting #2
- CCC Coastal Commission Outreach
- Staff Meetings with staff